

**PLANNING COMMISSION MEETING MINUTES AND STAFF REPORT
WITH ATTACHMENTS DATED APRIL 29, 2013**

**CITY OF VALLEJO PLANNING COMMISSION
REGULAR MEETING MINUTES
COUNCIL CHAMBERS
APRIL 29, 2013**

1. CALL TO ORDER

The meeting was called to order by Vice-Chair Graden at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Vice-Chair Graden, Commissioners Adams, Cortez, Karah, Kinney, and, Klimisch

Absent: Chair Peterman

Staff present: Planning Manager Ouse, Planning Secretary Trybull and Assistant City Attorney Khalsa

4. APPROVAL OF THE MINUTES – None.

5. WRITTEN COMMUNICATIONS – None.

6. REPORT OF THE SECRETARY

A. Upcoming Meetings:

May 6, 2013 – Plan Amendments regarding beer and wine manufacturing facilities with on-site tasting rooms and brewpubs (Tentative); Code Text Amendment regarding Fast Food establishments (Tentative)

Planning Manager Ouse provided a report covering item A as noted above.

7. CITY ATTORNEY REPORT - None

8. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE PLANNING COMMISSION AND LIAISON REPORTS

A. Report of the Presiding Officer and Members of the Planning Commission – none.

B. Council Liaison to Planning Commission – none.

C. Planning Commission Liaison to City Council – none.

9. COMMUNITY FORUM – None.

10. CONSENT CALENDAR AND APPROVAL OF THE AGENDA

Action: Moved by Commissioner Klimisch and adopted by unanimous vote of the Commission, approval of the Consent Calendar and Agenda (Absent – Peterman)

11. PUBLIC HEARINGS

- A. **Specific Plan (SPA) #10-0001**
General Plan Amendment (GPA) #10-0001
Zoning Map Amendment (ZMA) #10-0001
Code Text Amendment (CTA) #10-0004
Development Agreement (DA) #13-0001
Tentative Map (TM) #13-0001
(Solano360 Project)

Recommendation: Adopt three Resolutions per the following:

- (1) Approve the Solano360 Specific Plan, General Plan Amendment and Zoning Amendments and recommend forwarding to City Council for adoption;
- (2) Approve the Development Agreement between the County of Solano and City of Vallejo for the Solano360 Project and recommend forwarding to City Council for execution; and
- (3) Approve the Solano360 Tentative Map, subject to the conditions of approval.

Contact: Michelle Hightower, (707) 648-4506

Commissioner Adams recused himself and left the Council Chambers.

Staff and consultants provided a presentation of the proposed project and outlined the recommendations.

Staff and consultants responded to questions from Commissioners.

Vice-Chair Graden opened the public hearing.

Speakers: Anne Carr, Anzell Loufas, Paul Norberg, Barbara Cohen, Tim Hiemstra, Julie Charles, Jim McCoy, Jimmy Genn, Barbara Ruth Martin, Nathan Stout, Patricia Gatz, Norma Placido (Fair Board), Gary Falati, Mike Browne (Vallejo Convention & Visitor's Board, Tom Ovens, Dan Levin, Amanda Cundiff, Robert Schussel, Jeff Conrad, Doug Darling, Jeff Kuta, Robert Brekke, Nader Elkabbany, Sean Fleming, Hernan Luduena Segre, Pippin Dew, Tom Atwood

Vice-Chair Graden closed the public hearing. Commissioners provided comment.

Action: Moved by Commissioner Klimisch and carried to adopt Resolution PC 13-06 recommending that City Council adopt the Solano360 Specific Plan/Master Plan, General Plan Amendment and Zoning Amendments for the Solano360 Project; Resolution PC 13-07 recommending the City Council approve a Development Agreement between the City of Vallejo and the County of Solano

for the Solano360 Project; and Resolution PC 13-08 approving Vesting Tentative Map #13-0001 for the Solano360 Project (Opposed – Karah; Abstained – Adams; Absent – Peterman)

12. ADJOURNMENT

The meeting adjourned at 10:12 p.m.

KENT PETERMAN, CHAIRPERSON

ATTEST:

LESLIE TRYBULL
PLANNING SECRETARY

Staff Reports



PLANNING COMMISSION STAFF REPORT

DATE OF MEETING: April 29, 2013 **Item No. 11-A**

PROJECT NUMBERS: Specific Plan (SPA) #10-0001
General Plan Amendment (GPA) #10-0001
Zoning Map Amendment (ZMA) #10-0001
Code Text Amendment (CTA) #10-0004
Development Agreement (DA) #13-0001
Tentative Map (TM) #13-0001

PROJECT LOCATION: 900 Fairgrounds Drive, Vallejo, CA 94589
APN 0052-240-550, 560

PROJECT

DESCRIPTION:

The County of Solano, in collaboration with the Solano County Fair Association and the City of Vallejo, has developed the Solano360 Specific Plan, a long-term plan for redevelopment of the Solano County Fairgrounds. The Specific Plan establishes land uses and a comprehensive set of infrastructure and development standards for the property while retaining the ability to respond to market conditions and opportunities for private development. The proposed General Plan and Zoning Amendments are required for plan consistency, the Development Agreement provides assurance to the County that the project may proceed in accordance with existing policies, rules and regulations subject to certain conditions of approval, and the proposed Tentative Map provides design improvements of the land to facilitate leasing and financing of future development projects.

**PROPOSED
ENVIRONMENTAL
DETERMINATION:**

Pursuant to the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) for the project was prepared, circulated for public review and certified by the Solano County Board of Supervisors as the lead agency on February 26, 2013.

RECOMMENDATION:

Adopt three Resolutions per the following:

- (1) Approve the Solano360 Specific Plan, General Plan Amendment and Zoning Amendments and recommend forwarding to City Council for adoption;
- (2) Approve the Development Agreement between the County of Solano and City of Vallejo for the Solano360 Project and recommend forwarding to City Council for execution; and

-
- (3) Approve the Solano360 Tentative Map, subject to the conditions of approval.

PROJECT DATA

SUMMARY:

Name of Applicant: County of Solano, Solano County Fair Association and City of Vallejo

General Plan Designation: Existing – Open Space-Community Park
Proposed - Commercial Recreation

Zoning Designation: Existing - Public and Quasi-Public Facilities (PF)
Proposed – Mixed Use Planned Development (MUPD)

Surrounding Land Use: North: State Route/Highway 37 Freeway
South: Residential (Mobile Home Park)
East: Interstate 80 Freeway
West: Commercial (Amusement Park) and Lake (Chabot)

Project Area: 149.1 Acres

PROJECT DESCRIPTION

Background

The Solano360 Specific Plan (“the Plan”) was developed as a joint effort by the County of Solano (“County”), City of Vallejo (“City”), and the Solano County Fair Association (“Fair Association”), with SWA Group serving as the lead consultant, to facilitate the revitalization of the Solano County Fairgrounds. The Fair Association has operated the Solano County Fair on the project site annually during mid-summer since 1949, and has expressed interest in upgrading the Fairgrounds to create “the Fair of the Future” to address the decline in fair attendance over the past several years and to increase revenue to support the Fair. As a result, the Fair Association, County and City engaged in a planning effort to guide the future use of the property, including activities that would take place throughout the year.

Phase I of the planning effort involved a visioning process which took place from Spring 2007 to September 2008. The culmination of the first phase was acceptance by the City Council and Board of Supervisors of the Solano360 Vision Report dated May 28, 2009. The Vision Report was based on the following Guiding Principles:

- Generate revenues for Solano County and City of Vallejo, create jobs and ensure long-term economic sustainability.
- Establish a unique place with an unmistakable identity that serves as a destination for visitors as well as a pedestrian-friendly community gathering place.

-
- Explore a mix of complementary land uses, including retail, commercial, hospitality, recreational, residential, and family and youth oriented, educational and civic uses that seamlessly integrate with the “Fair of the Future”.
 - Explore increased physical connectivity and synergy with Six Flags Discovery Kingdom, downtown Vallejo, the waterfront and other existing commercial operations.
 - Provide pedestrian, bicycle, vehicular and transit facilities that foster access to, from and within the site.
 - Incorporate sustainable and green principles in all aspects of the development.

The Vision Report identified a concept plan which integrated a new Public Entertainment Zone with the Fair of the Future Zone on the Fairgrounds. The Public Entertainment Zone is envisioned to provide an active, multi-use district with a restored waterway, waterside trails, and a wide variety of restaurants, public art, shops, terraced seating and other attractions. Other private uses considered in the Vision Report included offices, hotel/hospitality, and retail. The Fair of the Future included the traditional annual County Fair, while also proposing year-round supporting uses such as a demonstration garden, a new exhibition hall and arena, a satellite wagering facility, multi-purpose fields, and other entertainment and retail activities.

The Vision Report led to Phase II of the planning process, which commenced in 2009. During Phase II, the Specific Plan and associated Environmental Impact Report (EIR), a Public Facilities Financing Plan (PFFP) and the Fiscal Impact Analysis (FIA) were prepared. County and City staff worked collaboratively on these documents and presented them to the Solano360 Committee, which is comprised of the Mayor and two City Council members, two County Supervisors, and three Directors from the Fair Association Board of Directors. The Solano360 Committee was established to provide oversight of the planning process during the visioning process and throughout the development of the Specific Plan. These processes have also benefited from extensive community outreach and participation, including workshops and meetings held by the Solano360 Committee that began in early 2009. More recently, a joint City Council/Planning Commission study session took place in January 2013, and a follow-up public meeting was held in February 2013 to specifically address the project's financial analysis.

Project Location and Context

The Plan area encompasses approximately 149 acres of County-owned land located in the southwest corner of the Interstate 80/State Route 37 junction. The site is generally bounded by Fairgrounds Drive to the west, Coach Lane to the south, Interstate 80 to the east, and State Route 37 and Sage Street to the north. The property currently contains several buildings, parking lots, open space areas and other facilities associated with the Solano County Fairgrounds primarily within the northeast portion of the site. The area also includes an inactive equestrian racetrack facility adjacent to Interstate 80, a nine-hole public golf course located in the infield of the racetrack, and vacant stables at the south end of the site. The western portion of the property is largely unimproved and primarily used as a parking area for the Fair and as an overflow parking lot for the adjacent Six Flags Discovery Kingdom amusement park located on Fairgrounds Drive.

Specific Plan Contents

The Plan provides the planning policies and land use and development regulations for the Solano360 Project. As mentioned, the Plan builds upon the 2009 Vision Report and provides a blueprint to guide land use and infrastructure improvements, coordinate public investments, facilitate private investment, and support long-term, phased revitalization of the property over the next 25 years. It is expected that development will occur in three major phases with Phase 1 to develop over a 5-year period, and Phases 2 and 3 to develop over sequential 10-year periods. To address both the Fair of the Future improvements to be undertaken by the Fair Association and the County, public improvements throughout the Plan Area, and future private development on the remainder of the site, the Plan area is subdivided as “Public Purpose Areas” and “Private Purpose Areas” as shown in Figure 1 below and Figure 1.2 in the Plan document. The “Public Purpose Areas,” which are to be used for Fair-related purposes, are exempt from City land use authority. The “Private Purpose Areas” are intended for future private development and will be subject to the City’s land use regulations and procedures. Accordingly, this Staff report focuses on the Private Purpose Areas which will be subject to City regulatory authority.

The Plan serves two functions. It serves as a Specific Plan/Master Plan of the Private Purpose Areas for the City. As such, it is consistent with California State law (Government Code §65450-65457) and the City’s Zoning Ordinance (Title 16, Chapter 16.114 of the Vallejo Municipal Code (VMC)), and provides flexible planning and design criteria for mixed-use private development on the Project site.

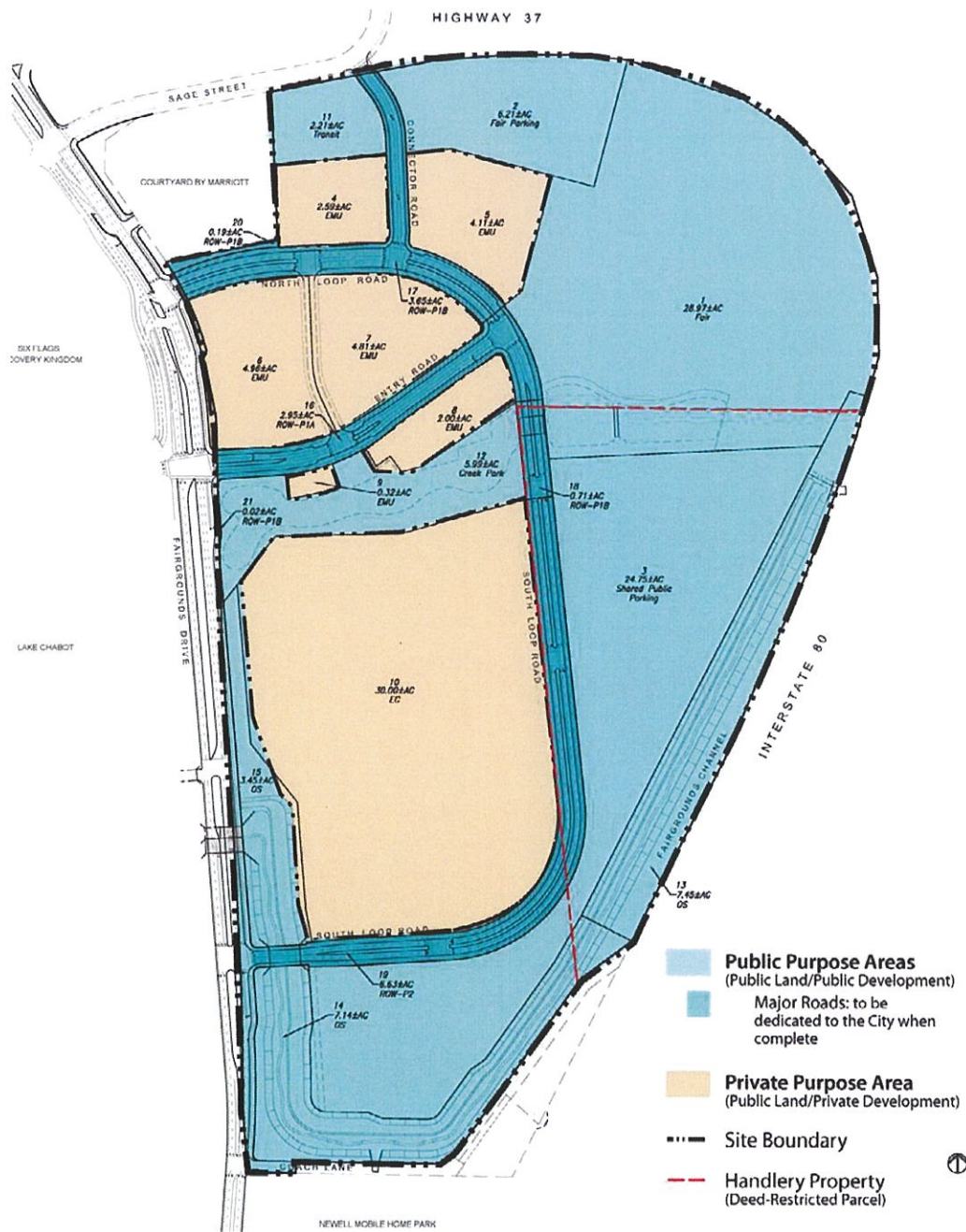
The Plan also serves as a “master plan” for the County, proposing a new “Fair of the Future” with new fairground facilities and Public Purpose Area improvements that continue and enhance the 60-year heritage of the Solano County Fair. The County Board of Supervisors approved the Plan as its master plan on February 26, 2013.

The Plan document, which can be accessed through the City’s web site at www.ci.vallejo.ca.us, and provided as Exhibit A to Attachment 1 of this report, contains an Executive Summary, seven chapters, and six Appendices providing technical and supporting data. The primary components of each chapter are briefly described below.

Chapter 1 - Introduction: The Introduction defines the purpose of the Plan, the Solano360 Vision Report and overall planning process. It further describes the entitlements needed for the project which include (1) approval of the Plan as the master plan for the Fairgrounds and certification of the EIR by the County Board of Supervisors; (2) recommendation for adoption of the Plan and General Plan and Zoning Amendments by the Planning Commission; and (3) adoption of the Plan and General Plan and Zoning Amendments by the City Council.

The Introduction also references the financial and fiscal impact analyses prepared for the Project. The Public Facilities Financing Plan identifies potential funding sources and mechanisms for the infrastructure improvements required for the development of the Project.

Figure 1 – Public and Private Purpose Areas



The FIA assesses the City, County and Fair revenues expected to be received as a result of development of the Project, in addition to the operating costs that will be incurred by the City, County and Fair. Although the details of the PFFP and the FIA are not discussed in the Plan, the documents are provided as appendices. The PFFP contemplates that the Project will be primarily funded through the issuance of bonds by the County. In addition, a Community Facilities District (CFD) may be established by the County or the City to issue bonds to pay for

the Private Purpose Area's share of infrastructure. For the City, the Project is projected to generate net fiscal surpluses at build-out of each of the three phases, and generate an annual fiscal surplus for all remaining years of the 50-year analysis.

Chapter 2 - Site and Context: This chapter provides a description of the project area and existing project area conditions. Detailed information regarding property ownership, the area's natural features and access are also provided. A key aspect of property ownership is that although the County owns and controls the entire property, approximately 24 acres of land located on the east side of the site along I-80 and identified as the Handlery Property, is deed restricted and can only be used for public or "fair-related" purposes.

Chapter 2 also discusses the market study conducted on the Vision Report to assess the economic and financial feasibility of the major private uses and the public fairground. The study concluded that the amount and type of office, retail, and hotel uses initially proposed in the Vision Report may not be feasible at this time, and recommended instead that the Plan reduce the land area for these uses and create synergy with the adjacent Six Flags Discovery Kingdom facility by encouraging a mix of experiential entertainment, shopping and food uses. These recommendations are incorporated into the Specific Plan.

Chapter 3 - Land Use: Relying on the recommendations of the Vision Report and associated market study, the Land Use Plan involves the development of Entertainment Mixed Use ("EMU") venues and facilities that were determined to be more feasible in the near term, and creation of a larger parcel for a future Entertainment Commercial ("EC") use as a new, major anchor or entertainment "gateway", as shown in Figure 1 above. To facilitate this phased development, a new internal street system would be created to include new roadways with access from Fairgrounds Drive (North and South Loop Road and Entry Road) and from Sage Street (Connector Road).

The Plan designates land use areas as follows:

- Entertainment Mixed Use (EMU): 18.8 acres for entertainment-oriented commercial uses such as "Family Entertainment Centers" which are businesses that combine eating, entertainment, small amusement park, gaming, and similar uses within buildings and/or as outdoor venues, restaurant and retail activities. Up to 50 residential units above ground floor retail/commercial are allowed in this area.
- Entertainment Commercial (EC): 30 acres for a major entertainment use that requires a large undivided site. The Plan also allows for smaller attractions for flexibility.
- Fair: 35 acres for the revitalized Solano County Fairgrounds area or Fair of the Future, including built and open space venues and parking.
- Transit/North Parking Center: 2.2 acres for a transit and parking facility in the northwest area of site with surface parking in Phase 1, and a parking structure constructed in Phase 2.
- Parking and Roads: 24.7 acres for major roadways and shared public parking to support the continuing viability of entertainment uses within and the near the Plan Area.

- **Open Space:** 6 acres for Creek Park and its water feature that form the spine of the "Public Entertainment Core" connecting the Fair of the Future with mixed use development areas and major roadways.

The entertainment project area would authorize up to 327,571 square feet of retail, commercial, entertainment and office space, and up to 30 acres of theme park-type uses. Three parking structures would also be constructed on the site as well as several surface parking areas. The fairgrounds portion of the site would include up to 149,500 square feet of new building space at the time of full build-out, including a new exposition hall and concert arena/grandstand cover.

A summary of the land use program is provided in Table 1 below.

Table 1 – Land Use Program

Land Uses	Acres	Building SF	Housing Units	Parking Stalls
Public Development Areas	35.2			
Fairgrounds	1.1	149,500		775
Transit/North Parking Center Bus Docking	1.1			
Shared Public Parking Structure	5.0	121,600		380
Shared Public Surface Parking	19.7	800,000		2,500
Creek Park (w/water feature)	6.0			1,980
Fairgrounds Channel	17.9			
Major roads	14.3			
Subtotal	100.3	1,071,100		5,708
Private Development Areas				
Entertainment Mixed Use (EMU)	18.8	327,571		804
EMU Parking Structure (included in EMU)		320,000		
Residential (included in EMU area)			50	
Entertainment Commercial (EC)	30			750
Subtotal	48.8	647,571	50	2,554
TOTALS	149.1	1,718,671	50	8,262

A list of permitted land uses and uses permitted with a Conditional Use Permit is provided in Chapter 3. Also included are interim uses that would be allowed prior to full build-out of the property.

The illustrative land use plan is shown in Figure 2 below.

Figure 2 – Illustrative Land Use Plan



Project phasing is also discussed in this chapter. As summarized below, the phasing involves both the land use and infrastructure programming:

- Phase 1a/1b (Years 1-5 after bond issuance)

Land Uses: Upgrading and expansion of the Fairgrounds including the demolition of the existing Exposition Hall, and construction of Phase 1 of the new Exposition Hall (approximately 72,000 square feet); new outdoor venues, and public amenities in the Entertainment Core; creation of EMU venues and facilities that may be feasible in the near term.

Infrastructure: 1a - Minor perimeter road improvements; Entry Road; Interim North and South Fair Parking, and mass grading; 1b – Northern segments of Loop Road; Sage-Loop Connector Road, and Creek Park including the water feature, trails, and open space within the public and private development areas.

-
- Phase 2 (Years 6-16 after bond issuance)
Land Uses: Creation of a larger parcel for a major EC user and additional EMU development; build-out of the Plan Area at a density supported by surface parking.
Infrastructure: Completion of South Loop Road and the intersection with Fairgrounds Drive, channel improvements and all shared public parking areas.
 - Phase 3 (Years 16-25 after bond issuance)
Land Uses: Further intensification of the Fairgrounds venues including completion of the Exposition Hall to approximately 144,000 square feet; further EMU and EC development.
Infrastructure: Construction of the South Parking Garage.

Parcels designated as Private Purpose Area will be governed by the Plan based on the overall land use policies, policies for the three major categories including Entertainment Mixed Use, Entertainment Commercial, and Residential, as well as policies related to the project phasing.

Chapter 4 - Urban Design and Guidelines: Chapter 4 of the Plan provides design guidelines and standards for future development within the Plan Area. The Draft Plan document states that “more detailed design guidelines would be included in the Development Agreement/Implementation Agreement between the County and the City”. However, following the release of the Draft Plan in November 2012, County and City staff acknowledged the need to incorporate all design guidelines as part of the Plan to be adopted. As such, County Planning staff in collaboration with City Planning staff developed more detailed design guidelines to replace Chapter 4 in the November 2012 document, which includes the deletion of the above-mentioned statement. The Revised Chapter 4 is included in the “Adopted Revisions of the Solano360 Draft Specific Plan” document attached to this staff report as Exhibit B to Attachment 1.

The revised Guidelines address the proposed urban design concepts, landscape plan, access and circulation, signage and lighting, streetscape and entries, and other design-related elements. Most notably, the urban design concepts are intended to create a seamless integration of public and private uses that addresses the following:

- A Public Entertainment Core with a Creek Park, walkways, promenades, plazas and bridges; a central water feature that connects public and private areas and provides a visual amenity as well as onsite storm water hydromodification; a thematic “Main Street” or Entry Road aligned with Creek Park, terminating at the new Exposition Hall and offering wide urban sidewalks and a pedestrian friendly frontage for restaurants, retail associated with entertainment uses, and gathering areas; and within the Fair, a major Arrival Plaza at the entrance to the Exposition Hall;
- Indoor and outdoor venues for the Fair fostering year-round programming for the facility;
- Strong relationships with nearby entertainment uses via the roadway and pedestrian connections;
- Pedestrian, bicycle and transit connections integrated into the streets and open space systems;
- Creation of a Rindler Creek drainage and an adjacent buffer along the boundaries of the site to alleviate flooding issues;

The Guidelines include character and design principles for the Private Purpose Areas that will be used to assess future development with regard to urban design, building massing, rooflines, scale and articulation, site design and entries, and building lighting. The Guidelines also provide detailed standards regarding the development of the Fair of the Future; however, the regulatory oversight, design review and permitting of the Public Purpose Areas will be provided by the County.

Chapter 5 - Transportation: The Transportation chapter provides detailed information, such as road sections, regarding the proposed on-site and off-site roadways and improvements that will be needed to support the project. It also includes policies associated with transportation, parking and circulation systems for vehicular, pedestrian, bicycle and transit travel within the Plan Area.

As mentioned, new roadways will be constructed to facilitate circulation throughout the Plan Area. This includes North and South Loop Road, a high capacity roadway connecting Fairgrounds Drive at two intersections; Entry Road, a lower-capacity but highly visible secondary access from Fairgrounds Drive; and Connector Road designed primarily for service and transit vehicles and local traffic from Sage Drive. The roadway design includes 11-foot lane widths and highly visible crosswalks intended to control vehicular speed, enhance the pedestrian environment and promote safety. The circulation plan provides a network of pedestrian and bicycle facilities including multi-use paths, controlled crossings and bicycle lanes.

Parking facilities are also described in Chapter 5 and include surface lots, on-street parking, and structured parking garages to meet the demands of the increased development and parking for the Fair and Six Flags Discovery Kingdom. On-street parking is proposed along both sides of Entry Road only. A 24-acre surface parking lot is proposed on the east side of South Loop Road, and three parking structures are proposed at the Transit/North area, the southern end of the property, and near the North Loop Road/Fairgrounds Drive intersection. In addition to the parking facilities, the project allows for the use of shuttle connections to the parking facilities, Six Flags Discovery Kingdom, and Plan Area destinations. Similar to development of the primary land uses and infrastructure, parking facilities are programmed to be developed within three phases as defined in Table 5.1 in the Specific Plan. Currently, there are 3,950 spaces on the site. Based on the parking supply provided for all three project phases, a cumulative total of 8,262 spaces would be provided through the proposed parking facilities.

Lastly, Chapter 5 addresses the off-site transportation improvements required as part of the future Redwood Parkway/Fairgrounds Drive Improvement Project initiated by the Solano Transportation Authority (STA). This includes the requirement that the County or its developer contribute its proportionate fair share funding for future traffic improvements at the Redwood Parkway/I-80 Westbound Ramps/Fairgrounds Drive intersection, the Fairgrounds Drive/State Route 37 ramp intersections, and widening the Fairgrounds Drive/State Route 37 off-ramps at various locations. Both the City and the County recognize that construction of Phase 2 or 3 is predicated on the construction of the Redwood Parkway/Fairgrounds Drive improvement project at the two interchanges as identified in STA's Comprehensive Transportation Plan. Although that project is recommended for funding in the MTC Regional Transportation Plan, a funding source has not been identified.

Chapter 6 - Public Infrastructure and Services: Chapter 6 defines the infrastructure and services needed to meet City standards and integrate with the existing and planned facilities for the Project without impacting services to existing residents or businesses within the City. The chapter provides an overview of the major infrastructure improvements to serve full build-out of the Plan Area with regard to storm drainage, potable and non-potable water, wastewater, electricity, natural gas, telecommunications, wireless communications and waste management services. The primary elements include removing the Plan Area from the flood plain which is caused by high off-site flows from the east and south, and constructing the Creek Park to manage and reduce peak discharges from the Plan Area. Removing the area from the flood plain will require widening and deepening the existing Fairgrounds Channel which will also improve the flooding conditions for the adjacent Newell Mobile Home Park.

Chapter 7 - Implementation: Planned strategies and actions to be undertaken by the County and City are provided in Chapter 7. The overall development strategy assumes the County will have property owner responsibilities in addition to compliance with any conditions of approval set forth in future entitlements. The following represents the key elements for project implementation:

- The County and City will enter into a Development Agreement ("DA")/Implementation Agreement.
- The County may issue a Request for Proposals (RFP) for a single Developer or multiple Developers for the site. Such agreement(s) may include a ground lease of land.
- The County, or its Developer(s), will have responsibility for constructing all "horizontal development" (including grading, roads, and utilities) necessary to serve the Plan Area. Major roads will be built by the County and dedicated to the City of Vallejo once constructed to City standards.
- The County, or its Developer(s), will have responsibility for the preparation of finished pads for the EMU and EC parcels.
- The County, or its Developer(s), may seek others to develop the vertical buildings on the EMU and/or EC parcels, or may "build to suit" (develop, maintain and manage).
- The County, or its Developer(s), will sub-lease the EC and EMU parcels.
- EC and EMU end-users will build vertical improvements, or the County, on its own or through its Developer(s), will build-to-suit.

City staff shall review all development within the Private Purpose Areas. In general, all new construction consistent with the proposed Plan will require a Planned Development Unit Plan ("Unit Plan") acted upon by the Planning Division. Certain uses in the EMU and EC Districts, as noted in Section 3.5.2 of the Specific Plan, may be approved with a Minor Use Permit. Performance of all mitigation measures required by the FEIR will also be required as a condition of approval.

Additional future actions may include tentative and parcel maps, lot line adjustments, grading and building permits, improvement plans, landscape and irrigation plans, Will-serve letters for potable water, Sign Permits, Administrative Permits and any other permits or approvals as required by the Vallejo Municipal Code (VMC). Other permits from outside agencies such as the U.S. Fish and Wildlife Service or U.S. Army Corps of Engineers may also be required.

General Plan Amendment

Amendments to the General Plan are proposed in conjunction with the Plan to ensure consistency. The amendments consist of the incorporation of the Plan through a new land use designation, "Commercial Recreation", and the change of the Plan Area from "Open Space-Community Park" to that designation. As proposed, the Land Use Element is amended to include the following designation for the Plan Area:

- Commercial Recreation – The purpose of the Commercial Recreation designation for the Solano360 Specific Plan Area is to create and establish regulations for a mixed use district in which recreational land uses such as the fair, entertainment, commercial and/or office uses are developed as an integral unit. All uses shall complement and enhance each other and their diversity shall be unified by an overall design concept. The intent of this district is to implement policies of the Vallejo General Plan that call for the establishment of specific areas where flexibility of design and development of diverse land uses is appropriate for the benefit of the city as a whole.

Amendments to relevant sections of the General Plan document and individual elements, as described in Appendix C of the Plan and attached to this document as Exhibit C to Attachment 1 are included.

Zoning Amendments

Concurrent with the General Plan Amendment, amendments to the VMC Zoning Ordinance and Zoning Map are also necessary. Similar to other areas of the City that are regulated by a specific plan, the proposal is to rezone the property as Mixed Use Planned Development (MUPD) from Public/Quasi-Public Facilities (PF). Per Section 16.116, development within the Private Purpose Areas is accomplished through implementation of the Plan's land use designations, urban design guidelines, and development standards.

Specific text changes to the Zoning Ordinance acknowledge the adoption of the Plan and address future project implementation. This includes the requirement for a staff-level Unit Plan permit for all future construction projects that are consistent with the Plan. The proposed text changes also address the role of the Solano360 Committee as an Implementation Committee. As proposed, the Solano360 Implementation Committee will be comprised of two members from the Solano County Board of Supervisors and two members from the Vallejo City Council. The scope and authority of the Implementation Committee is specifically provided for in the Development Agreement. In the event of a dispute arising from the interpretation of the Plan or related documents, or to report on implementation progress, City and County Staff will first work collaboratively, and report to the City Manager and County Administrator as necessary. Should a dispute continue after staff collaboration, the issue will be submitted to the Implementation Committee for resolution. In cases where the Implementation Committee is not able to resolve a dispute regarding the Private Purpose Areas, decisions of staff or the Implementation Committee's decision may be appealed to City Council. To make certain that public input is allowed, Implementation Committee meetings will be held in accordance with the Brown Act.

TENTATIVE MAP

To facilitate leasing and future development, the County has submitted an application for a Vesting Tentative Map prepared by MacKay and Somps to subdivide the Plan Area. (See Attachment 3) As proposed, the subdivision contains 23 parcels to accommodate public and private uses in addition to the transit center, open space areas and street right-of-way. The details are summarized below.

- Parcels 1-4: Public Purpose - Fair and Shared Public Parking Lots (6.2 acres to 19 acres)
- Parcels 5-12: Private Purpose – EMU (.3 acres to 4.1 acres)
- Parcels 13-16: Private Purpose – EC (Four 7.5 acre parcels)
The Plan calls for one large parcel to accommodate a major entertainment anchor; however, the proposed map includes four parcels to provide flexibility in the event smaller venues are proposed.
- Parcel 17: Transit/Parking Facility (2.2 acres)
- Parcel 18: Creek Park (6 acres)
- Parcels 19, 20, 23: Open space and Fairgrounds Channel (14.6 acres, 2.4 acres and 1.0 acres)
- Parcel 21, 22: Right-of-Way (.2 acres and .02 acres)

The remaining 13.9 acres is comprised of street right-of-way.

Street and Sidewalk Design: As illustrated in the proposed tentative map, the planned street pattern contains an internal circulation system consisting of three new public roadways to serve the project area. This system is consistent with the Plan, as described in Chapter 5. Entry Road and North and South Loop Road are intended to provide primary vehicular access to the site from Fairgrounds Drive, while Connector Road will generally serve transit, service vehicles and local traffic from Sage Street.

The proposed street widths and design are also consistent with Plan. Entry Road at Fairgrounds Drive will have a right-of-way width of 96 feet comprised of sidewalks with tree grates/wells, parking lanes, and bike lanes, two travel lanes for two-way traffic, and a center median up to the mid-point of the street. North Loop Road at Fairgrounds Drive is designed with a right-of-way width of 102 feet and contains a similar design as Entry Road with four travel lanes, a parkway or landscape strip separating the sidewalk from the street, no on-street parking and a drop-off lane at Connector Road. South Loop Road has a right-of-way width ranging from 76 to 92 feet and includes a multi-use path for bicycles and pedestrians, has no on-street parking and no median along the bridge area that crosses over Creek Park. Connector Road provides access from Sage Street and is designed with a right-of-way width of 68 feet that contains two travel lanes, with bike lanes, sidewalks and parkways on both sides of the roadway.

The following table provides the proposed street design.

Table 2 – Proposed Street Design

Street Name	ROW Width	Dimensions
Entry Road at Fairgrounds	96'	12' Center Median, (2) 11' Travel Lanes, 5' Bike Lane (both sides), 8' Parking Lane (both sides), 18' Sidewalk with tree grates/wells (both sides)
North Loop Road at Fairgrounds Drive	102'	12' Center Median, (4) 11' Travel Lanes, 5' Bike Lanes (both sides) 8' Parkway/Landscape Strip (both sides), 10' Sidewalk (both sides)
South Loop Road	92'	12' Center Median, (4) 11' Travel Lanes, 8' Parkway/Landscape Strip (both sides), 10' Multi-purpose Path (both sides)
Connector Road	68'	(2) 11' Travel Lanes, 5' Bike Lanes (both sides), 7' Parkway/Landscape Strip (both sides), 5' Sidewalk (both sides)

Other minor improvements to Sage Street and along Coach Lane are also included as conditions of approval.

Although not part of the subject Plan, it is expected that Fairgrounds Drive will be widened to accommodate future traffic volumes generated from cumulative growth in the area. Through the environmental analysis and required mitigation measures, the County and/or developers will contribute a proportionate share of funding for this project.

Utility Design: The proposed map provides the site and utility plan to address future water, sewer, storm water, electrical, gas, cable and telephone facilities for the site. (See Sheet 5 of the Tentative Map.) The major public "backbone" infrastructure improvements are planned to provide services to the entire Plan Area. The existing utilities within the Fairgrounds area would remain in place but will be connected to new "backbone" infrastructure along the new roadways. To ensure continued water service on the property until all of the streets are constructed, the tentative map application includes a detailed phasing plan for the water lines. As a condition of project approval, all utility lines must be located underground.

With regard to storm water and drainage, the majority of the Plan Area is designed to drain to the Creek Park water feature. The storm water will be treated upstream prior to discharging into the water feature per MRP Provision C.3 requirements, and the water feature is proposed to discharge into the existing concrete pipe located in Fairgrounds Drive. Each development parcel will be required to address water quality "onsite" prior to discharging into the Project's backbone storm drain system. In addition, future "onsite" water quality improvements are anticipated to consist of bio-treatment through landscaping. Further details regarding the storm water treatment and drainage are provided in Sheet 3 of the Tentative Map.

Tree Removal and Grading: Extensive tree removal will be needed as part of the mass grading of the site for project implementation. As required, the County has provided a Tree Inventory Report prepared by HortScience, Inc. dated February 2013. Based on the report, the site contains a total of 1,000 trees that are 6 inches in diameter or greater, and a large number of the trees are in good condition. The inventory report provides recommendations for preservation and protection during construction, and approximately 130 trees will be preserved. New trees will be planted on the site as the property is developed.

Due to the phased development of the Project, multiple final maps may be filed. The Planning Commission has final review authority for the Vesting Tentative Maps and the City Council will consider all Final Maps.

DEVELOPMENT AGREEMENT

Pursuant to Section 65864 et seq. of the California Government Code and Chapter 7 of the Plan, the County and City have agreed to enter into a DA. City and County staff have met regularly for the past three months to develop the DA provided as an Attachment to this report. The primary elements of the DA are as follows:

- The DA vests the County's rights to uses, densities and intensities, and maximum height and size of buildings, and other development and design standards as described in the Plan, and clarifies that the Public Purpose Areas are exempt from City land use authority.
- The DA contractually obligates the County to develop the Plan during the term of the Agreement, which is 50 years, and establishes a schedule for commencement of construction of infrastructure improvements.
- As described above, the DA establishes the Solano360 Implementation Committee, comprised of two City Council members and two members of the Board of Supervisors to provide policy oversight and dispute resolution to the respective staff throughout the implementation of the Project.
- The City agrees to work with the County to clear title to the property of the City's reversionary interest. In the event that there is no building permit issued on any portion of the Project within 15 years from the date the City executes a quit claim deed for this reversionary interest, the County agrees to grant to City its reversionary interest.
- The DA establishes a revenue sharing agreement between the City and the County, whereby the City agrees to share a portion of its revenues from the project area in order to contribute to the costs of on-site and off-site infrastructure improvements to the Project and to reimburse the County for a portion of the costs incurred since 2008 for the preparation of the Project Vision and the Plan.
- The intent of the DA is to ensure that the City's costs of providing services to the Project be covered and that the City contributes only a portion of its net revenues from the Project.
- The DA requires the County to indemnify the City for any claims and/or litigation arising out of the Project, existing and future Project approvals, or related decisions, including the processing and adoption of the EIR, which relate to the approvals.
- During the life of the DA, the City will be obligated to process development applications and charge fees in accordance with the City's development-related requirements (e.g., laws related to permitted uses, density or intensity of use, the maximum height and size

of buildings, impact fees, exactions) that exist as of the date the DA goes into effect, with limited exceptions.

- The DA reserves the City's right to modify and apply: 1) regulations governing construction standards, including building codes, plumbing codes, mechanical codes, electrical codes, fire codes, grading codes and other uniform construction codes applicable at the time of permit application; 2) any procedural rules that are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties; 3) new City laws necessary to protect persons or property from dangerous or hazardous conditions.
- Finally, the DA provides for an annual review of the Project.

GENERAL PLAN CONSISTENCY

Several General Plan Amendments are required to gain Plan Area consistency with the Vallejo General Plan. As described above, the proposed amendments involve establishing a new Commercial Recreation land use designation for the Plan area to replace the existing Community Park designation, as well as amendments to relevant sections of the General Plan document and individual elements described in Appendix C of the Plan and attached to this report as Exhibit B to Attachment 1. Through these text and map changes, the Plan as adopted will be consistent with the General Plan.

The Plan is consistent with the following existing General Plan Goals and/or Policies:

- Urban Design Goal 1: To establish a strong city identity.
As proposed, the Plan will create a mixed use development with regional exposure at the crossroads of two freeways and the northern entrance to the City. The successful development at this location will enhance the city identity.
- Urban Design Goal 3: To have attractive, exciting shopping areas.
The land use plan includes retail shopping uses and the urban design and guidelines that will facilitate the development of an attractive, exciting shopping area.
- Land Use and Compatibility Policy 3: Promote the development of a pedestrian-oriented environment by – Reserving ground level floors for retail type uses and upper floors for retail shops, office and residential uses.
The land use plan allows up to 50 residential uses above ground floor retail or commercial space.
- Plan Circulation and Transportation, Non-Motorized Transportation Goal 1: To have facilities that encourage greater use of bicycle for recreation, commuting and shopping.
The circulation plan includes bicycle lanes and multi-use paths within the internal street system.

-
- Circulation and Transportation, Non-Motorized Transportation Goal 2: To have safe and pleasant access for pedestrians throughout the community.
The circulation plan also includes wide sidewalks and multi-use paths along the proposed roadways.
 - Public Facilities and Other Services Policy 1: Encourage infilling, that is, development within the urban area already sewer, drainage, and water lines, and streets.
The Plan Area is located within an area that contains existing facilities.
 - Public Facilities and Other Services Policy 2: New development should bear the costs to extend or upgrade public facilities to serve the new development proportionately to the demand generated by the new development.
The Plan includes an infrastructure program that will ultimately be funded by the development.
 - Water Service: Landscaping of public facilities should feature drought tolerant species.
Appendix E of the Plan provides a list of recommended plants for the project area that includes drought tolerant species.
 - Economic Development Goal 5, Policy 4: Support expanded and new festivals and special events, particularly multiple day events, which draw upon the rich diversity of Vallejo's population and physical landscape.
The Plan involves an expansion of the week-long Solano County Fair and development of facilities to support special events.
 - Economic Development Goal 6, Policy 2: Enhance quality of-life amenities such as recreation, arts and culture, and entertainment.
As proposed, the mixed-use development planned for the area includes venues to accommodate recreation, arts and culture and entertainment.

In addition to the above policies and goals, the Plan is consistent with the proposed General Plan goals and policies as provided in Appendix C.

CONFORMANCE WITH ZONING REGULATIONS

As proposed, the site will be rezoned from PF to MUPD, allowing the Plan to serve as the Master Plan for the project area per Section 16.116 of the VMC. The Plan provides regulations, standards, and guidelines that are unique to the site and development envisioned for the area. Various text changes are also proposed to the VMC Zoning Ordinance that acknowledge the development of the Plan and provide a process for addressing future development on the site, including the continued role of the Solano360 Committee.

The Plan is consistent with Section 16.104 Specific Planning Procedure in that:

- A. The Plan is forwarded to the Planning Commission for consideration.
- B. The Plan will be reviewed by the Planning Commission and City Council in the same manner as the General Plan and its amendments.

C. No development permits will be approved unless they are consistent with the Plan.

D. The Plan includes the following elements:

1. The distribution, location, extent, and density of land uses, including open spaces, within the specific planning area;
2. The proposed distribution, location, extent and intensity of public and private infrastructure (transportation, sewage, water, drainage, disposal, energy, etc.) to be located within the specific planning area and needed to support the land uses described in the plan;
3. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
4. Program of implementation measures including regulations, programs, public improvements and works, and financing necessary to carry out the development described in the plan; and
5. Statement of the relationship of the Specific Plan to each and every relevant provision of the Vallejo General Plan.

E. Adoption of the proposed Plan would not be in conflict with the zoning regulations and provisions set forth in the VMC Zoning Ordinance.

As provided for in the DA, new City laws adopted in conformance with, and in furtherance of, the Solano360 Specific Plan/Master Plan as part of the City's proposed comprehensive General Plan and Zoning Code Update will be developed in consultation with the County and agreed upon in advance by both the City and the County. The City agrees to negotiate in good faith with the County in adopting regulations to implement the Solano360 Specific Plan/Master Plan.

CONFORMANCE WITH SUBDIVISION REGULATIONS

The County has filed a Vesting Tentative Map to subdivide the 149.1-acre property into 23 parcels. This involves the provision of separate parcels for public and private uses in addition to the transit center, open space areas and street right-of-way. Given the proposed phasing of the Project, multiple final maps may be filed. This proposal has been reviewed and found to be in compliance with Title 15, Subdivisions, of the VMC.

ENVIRONMENTAL DETERMINATION

Pursuant to CEQA, an Environmental Impact Report (EIR) was prepared to assess the impacts of the Plan. The Draft EIR was prepared for Solano County by Michael Brandman Associates as a project-level environmental document that analyzes all phases of the proposed entertainment area, and all phases of the proposed fairgrounds improvements. As the Lead Agency, the County commissioned the preparation of the Draft EIR to disclose the potential environmental effects that could result from the construction and operation of the project, in accordance with the requirements of CEQA. As the jurisdiction with land use authority over the private purpose areas, the City served as a "Responsible Agency" as defined by CEQA for the Draft EIR. In this capacity, the City assisted the County in preparing the Draft EIR, commented on it, and assisted the County in preparing the public Response to Comments.

Water Supply Assessment: California Water Code Section 10910 and Section 15155(b) of the CEQA Guidelines require a water utility/supplier to prepare a water supply assessment for any

development project that, among other criteria, includes more than 500,000 square feet of retail space, 250,000 square feet of office space, or a mixed use development. Given that the proposed Plan involves a mixed use development project on 149.1 acres, the combination of land uses and associated water demands on the project site warranted the completion of a water assessment as part of the EIR for the project.

The County, as the Lead Agency, commissioned Wagner & Bonsignore Consulting Civil Engineers under the direction of Michael Brandman and Associates to complete the Water Supply Assessment (WSA) for the Plan, which is provided as Appendix J of the Draft EIR. The City as the water supplier was required by State statute to make a determination whether sufficient water supplies are available to meet the project water demands of the Plan through the WSA. Based on the WSA, the City's water utility has sufficient water supplies to meet the projected water demand for the Plan during normal, single dry years. On February 13, 2013, the City Council adopted a resolution to approve the WSA.

Draft EIR Conclusions: The Draft EIR concluded that all impacts could be mitigated to a less-than-significant level, with the exception of impacts to air quality, freeway traffic and cumulative freeway traffic, intersection operations and cumulative intersection operation as listed below:

- Air Quality Plan Consistency - The Project will exceed the Bay Area Air Quality Management District's significance thresholds during operation.
- Freeway Traffic and Cumulative Freeway Traffic: 1-80 Segment south of Redwood Parkway
- Intersection Operations and Cumulative Intersection Operations: Fairgrounds Drive/SR-37 EB and WB Ramps, and Redwood Street/1-80 WB Ramps.

The Draft EIR was distributed in November 2012 for public comment with a comment period ending on January 10, 2013. A Final EIR containing the public comments received on the Draft EIR, responses to those comments, and corrections to the Draft EIR document was prepared for the County Board of Supervisors' consideration. On February 26, 2013, the County Board of Supervisors certified the Draft EIR which includes the approved WSA, and adopted Findings of Fact, a Statement of Overriding Considerations for the significant unavoidable impacts, and a Mitigation Monitoring and Reporting Program (MMRP). As a Responsible Agency, the City will play a vital role in implementing the MMRP through its authority to require conditions of approval. These documents can be accessed via the City of Vallejo's web site.

PUBLIC COMMENT

The City and County received considerable input from Vallejo citizens throughout the Plan and EIR process. Many of the comments addressed the need for a transparent and comprehensive review process on behalf of City staff and elected officials. All Solano360 Committee meetings were noticed to the public and public comments were received and compiled by County staff and the consultants preparing the documents.

The City Council and Planning Commission held a joint session on the Draft Plan on January 7, 2013. Public comments received during the meeting primarily focused on the financial feasibility of the project and potential impact of public improvements to the City's General Fund. This meeting prompted a subsequent public meeting held on February 7, 2013 to more fully explore and address comments regarding the project's financial analysis. Similar comments were made

regarding the financial feasibility of the project; however, the consultants hired to prepare the PFFP provided evidence indicating that the financial strategy of using a Community Facilities District (CFD) to fund the improvements would be at no cost to the City's General Fund, and that the City would only serve as the conduit by which the CFD would be formed.

Two long-standing concerns raised by the public relate to the land use plan outlined in both the Vision Report and Plan with respect to recreational uses and the feasibility of a large anchor entertainment attraction adjacent to Six Flags Discovery Kingdom. Several members of the public commented that more consideration should be given to develop large-scale recreational type uses such as sports fields on the property. Although the financial analysis did not directly consider this use as a key component of the Plan, the Plan does include "indoor and outdoor participant sports facilities" as a permitted use. Additionally, the plan to designate the EC private purpose area for a large entertainment anchor is in response to the market study recommendation on the Vision Report which concluded that the adjacent amusement park and Fairgrounds provides an opportunity to create an Entertainment Zone on the property.

As of the public release of the staff report on April 17, 2013, staff has not received any correspondence on the proposed Plan outside of comments received regarding the Draft EIR which are included in the Final EIR document. Any correspondence submitted after this date will be presented to the Planning Commission at the April 29, 2013 public hearing.

STAFF ANALYSIS

The County, City and Fair Association have undertaken an extensive planning process to facilitate the redevelopment of the Solano County Fairgrounds site. This unique collaboration represents a six-year effort initiated in 2007 following the decision to revitalize the Fairgrounds through a public visioning process. The subject Plan provides the regulatory authority to implement the Vision and serves as a guide for land use and infrastructure improvements, public and private investments, and long-term phasing for the Fairgrounds and private development areas based on the Vision principles. The Plan contains the necessary elements of a specific plan as required by the VMC and outlines the implementation actions needed to address future development on the property. Staff believes the Plan is consistent with the Guiding Principles developed as part of an extensive public visioning process and the associated financial analyses conducted on the project conclude that the land use plan is financially feasible.

The proposed General Plan and Zoning Amendments ensure Plan consistency and compliance with the Vallejo General Plan and VMC. This is accomplished by establishing a new General Plan land use designation that addresses the desired use on the site, and incorporates policies and objectives consistent with the Plan. The proposal to rezone the property to MUPD allows the Plan to serve as the Master Plan for the area, per Section 16.116 of the VMC. Further, the incorporation of the Solano360 Implementation Committee as part of the VMC allows that Committee to continue in an oversight capacity.

The County has also filed a vesting tentative map to facilitate the land design and future leasing of the County-owned property. Given the proposed development phasing, multiple final maps will be filed. A number of conditions of approval to address the public improvements and future parcel development are recommended including the incorporation of the EIR mitigation measures.

Lastly, the DA between the County and City provides assurance to the County that the project may proceed in accordance with the zoning designations, densities, design guidelines, and review process set forth in the Specific Plan and establishes a revenue sharing agreement whereby the City agrees to share a portion of its revenue from the project, after covering its costs for service.

CONCLUSION

Staff recommends the adoption of the Solano360 Specific Plan, General Plan Amendment and Zoning Amendments, approval of the Development Agreement between the County and City regarding the Solano360 Specific Plan, and approval of the Solano360 Tentative Map based on the findings contained in the attached Resolutions.

The findings are based upon all evidence in the record including written correspondence and the staff report, all of which is incorporated by reference.

APPEAL

The applicant or any party adversely affected by the decision of the Planning Commission may, within ten days after the rendition of the decision of the Planning Commission appeal in writing to the City Council by filing a written appeal with the City Clerk. Such written appeal shall state the reason or reasons for the appeal and why the applicant believes he or she is adversely affected by the decision of the Planning Commission. Such appeal shall not be timely filed unless it is actually received by the City Clerk or designee no later than the close of business on the tenth calendar day after the rendition of the decision of the Planning Commission. If such date falls on a weekend or City holiday, then the deadline shall be extended until the next regular business day.

Notice of the appeal, including the date and time of the City Council's consideration of the appeal, shall be sent by the City Clerk to all property owners within two hundred or five hundred feet of the project boundary, whichever was the original notification boundary.

The Council may affirm, reverse, or modify any decision of the Planning Commission that is appealed.

ATTACHMENTS

1. Resolution to Approve and Recommend Adoption of the Solano360 Specific Plan, General Plan Amendment and Zoning Amendments with documents attached as follows:
 - Exhibit A – Ordinance to Adopt the Solano360 Specific Plan w/Specific Plan, Adopted Revisions to the Solano360 Specific Plan, and Mitigation Monitoring and Reporting Program (Final EIR is Referenced)
 - Exhibit B – General Plan Amendment
 - Exhibit C – Ordinance to Adopt the Zoning Amendments

-
2. Resolution to Recommend Approval of the Development Agreement (DA) with DA as Exhibit A
 3. Resolution to Approve the Solano360 Tentative Map with documents attached as follows:
 - Exhibit A – Conditions of Approval
 - Exhibit B – Tentative Map dated April 3, 2013 prepared by MacKay and Soms

CITY OF VALLEJO PLANNING COMMISSION

RESOLUTION NO. PC 13-06

A RESOLUTION OF THE PLANNING COMMISSION
RECOMMENDING THAT CITY COUNCIL ADOPT THE SOLANO360 SPECIFIC
PLAN/MASTER PLAN, GENERAL PLAN AMENDMENT AND ZONING
AMENDMENTS FOR THE SOLANO360 PROJECT

BE IT RESOLVED by the Planning Commission of the City of Vallejo as follows:

WHEREAS, the County of Solano ("County"), the City of Vallejo ("City"), and the Solano County Fair Association ("Fair Association") have completed a comprehensive visioning process for redevelopment of the Solano County Fairgrounds, a 149.1 acre property owned by Solano County and located at the crossroads of Interstate 80 and State Route 37 in Vallejo, CA; and

WHEREAS, the County and City entered into a Memorandum of Understanding agreement to sponsor the creation of the Solano360 Committee for the purposes of guiding redevelopment of the existing Solano County Fairgrounds; and

WHEREAS, a Vision Report was accepted by the County Board of Supervisors and City Council in May 2009 providing the Guiding Principles for redeveloping the Solano County Fairgrounds; and

WHEREAS, Section 65450 *et seq.* of the California Government Code provides for preparation and adoption of Specific Plans for the systematic implementation of the General Plan; and

WHEREAS, the Solano360 Specific Plan ("Plan") was developed as the Planned Development Master Plan for the area, in accordance with Section 16.116 of the Vallejo Municipal Code, and as the master plan for the County Fairgrounds to implement the Vision Report; and

WHEREAS, the Plan proposes a mixed use development that includes "Entertainment-Mixed Use" (EMU) venues and facilities, creation of a larger parcel for a future Entertainment Commercial" (EC) use, a total of 327,571 square feet of retail, commercial, entertainment and office space, up to 30 acres of theme park-type uses, three parking structures, and 35 acres for the revitalized Solano County Fairgrounds area known as the "Fair of the Future, including a new 149,500 square foot Exposition Hall, open space venues, a new water feature, demonstration farm, arrival plaza and midway/event lawn; and

WHEREAS, revisions to the Plan as documented in the "Adopted Revisions to the Specific Plan" are hereby incorporated as part of the Plan; and

WHEREAS, the City has complied with the requirements of the Local Planning Law (Government Code section 65300 *et seq.*), the current State of California General Plan Guidelines, and the City's applicable ordinances and resolutions with respect to approval of the Plan; and

WHEREAS, the Plan requires a General Plan Amendment and Zoning Text and Map Amendments for approval from the Vallejo City Council for consistency with the Vallejo General Plan and Vallejo Municipal Code; and

WHEREAS, the potential environmental effects of the Zoning Amendments and the proposed Plan have been assessed in the Draft EIR and Final Environmental Impact Report prepared for the Solano360 Specific Plan (collectively the "FEIR"); and

WHEREAS, the FEIR was certified by the Solano County Board of Supervisors, the lead agency for the EIR on February 26, 2013; and

WHEREAS, the City of Vallejo Planning Commission conducted a duly noticed public hearing to consider the Plan and General Plan and Zoning Amendments on April 29, 2013 at which testimony and evidence, both written and oral, was presented to and considered by the Planning Commission; and

WHEREAS, based on evidence received at the public hearing, the Planning Commission makes the following factual findings:

II. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

The Planning Commission finds that on the basis of the whole record before it, the City of Vallejo, as a local agency, acknowledges that an FEIR for the project has been prepared by the County and circulated for public review. The FEIR concluded that the project would result in impacts that can be mitigated to a level of insignificance, and impacts that are significant and unavoidable. The Solano County Board of Supervisors certified the FEIR and approved the Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations on February 26, 2013.

III. FINDINGS RELEVANT TO SPECIFIC PLAN/MASTER PLAN APPROVAL

1. The Solano360 Specific Plan/Master Plan is consistent with the goals and policies of the Vallejo general plan and any applicable specific plan.

The Plan is consistent with the following existing goals and policies, as described in the staff report accompanying this Resolution:

Urban Design Goal 1: To establish a strong city identity.

Urban Design Goal 3: To have attractive, exciting shopping areas.

Land Use and Compatibility Policy 3: Promote the development of a pedestrian-oriented environment by – Reserving ground level floors for retail type uses and upper floors for retail shops, office and residential uses.

Circulation and Transportation, Non-Motorized Transportation Goal 1: To have facilities that encourage greater use of bicycle for recreation, commuting and shopping.

Circulation and Transportation, Non-Motorized Transportation Goal 2: To have safe and pleasant access for pedestrians throughout the community.

Public Facilities and Other Services Policy 1: Encourage infilling, that is, development within the urban area already sewer, drainage, and water lines, and streets.

Public Facilities and Other Services Policy 2: New development should bear the costs to extend or upgrade public facilities to serve the new development proportionately to the demand generated by the new development.

Public Facilities and Other Services Policy, Water Service: Landscaping of public facilities should feature drought tolerant species.

Economic Development Goal 5, Policy 4: Support expanded and new festivals and special events, particularly multiple day events, which draw upon the rich diversity of Vallejo's population and physical landscape.

Economic Development Goal 6, Policy 2: Enhance quality of-life amenities such as recreation, arts and culture, and entertainment.

The Plan is further consistent with the following goals and policies of the General Plan as proposed herein.

Urban Design Goal 1-Policy 7: Use a specific plan as the guide for re-use and development of the Solano County Fairgrounds. The Solano360 Specific Plan shall address and promote the development of mixed-use entertainment, mixed-use commercial and fair uses to create a thematic entertainment district that caters to specialty activities not found within the City of Vallejo or the greater region.

Urban Design Goal 3 - Policy 6: The Solano360 Specific Plan Area will serve as a specialty entertainment and retail district, compatible with Six Flags Discovery Kingdom and the Solano County Fair. Amenities located in the Plan Area will include unique and specialty options not found within the region.

Commercial Development Goal 3 - Policy 2: Consider the feasibility of developing complimentary commercial uses in the Northeast Quadrant with the Solano360 Specific Plan Area.

Commercial Development Goal 8: To promote the use of the Solano360 Specific Plan that encourages a mix of commercial entertainment related uses that will become unique commercial assets for the City of Vallejo.

Commercial Development Goal 8 – Policy 1: Use the Solano360 Specific Plan to guide new commercial development in the private parcels of the Solano360 Specific Plan Area in a manner that emphasizes specialty and thematic entertainment land uses.

Transit Goal, Policy 7: The City shall promote the use of the Solano360 Transit Center as a viable option for regional commuter transit use.

Non-Motorized Transportation Goal – Policy 7: The City shall integrate the existing Vallejo Bicycle Route Plan with the Solano360 bicycle route system and parking facilities as a viable option for Plan Area access.

Urban Design Goal: The Solano360 Specific Plan Area will create a unique place with an unmistakable identity that serves as a destination for visitors as well as a pedestrian-friendly, community gathering places. The Solano360 Specific Plan Area will combine a mix of complementary land uses, including retail, commercial, hospitality, recreational, residential, family and youth oriented, educational and civic uses that seamlessly integrate with the “Fair of the Future”. The Specific Plan Area will generate revenues for Solano County and the City of Vallejo, creating jobs and ensure long-term economic sustainability.

Urban Design Goal 3 - Policy 8: The Solano360 Plan Area is designed as a destination entertainment center for specialty retail, restaurant and thematic entertainment uses.

Commercial Development Goal 8: To promote the use of the Entertainment Mixed-Use and Entertainment Commercial Parcels in the Solano360 Specific Plan Area as unique commercial assets for the City of Vallejo.

Commercial Development Goal 8 – Policy 1: Use the Solano360 Specific Plan to guide new commercial development in the Solano360 Specific Plan Area in a manner that emphasizes specialty and thematic entertainment land uses.

Commercial Development Goal 8 – Policy 2: Utilize the unique entertainment and thematic land use patterns adjacent to and within the Solano360 Specific Plan Area in evaluating new commercial development.

Commercial Development Goal 8 – Policy 3: Develop development standards and flexible land use guidelines for commercial development in the Solano360 Specific Plan Area.

Transit Goal - Policy 7: The City shall promote the Solano360 Transit Center as a viable alternative for park and ride commuter transit and as alternative transit access for visiting the Solano360 Plan Area and Six Flags Discovery Kingdom.

Economic Development Goal 5 - Policy 9: The City shall promote the Solano360 Transit Center as a viable alternative for park and ride commuter transit and as alternative transit access for visiting the Solano360 Plan Area and Six Flags Discovery Kingdom.

Economic Development Goal 10: The Solano County Fairgrounds will be redeveloped as part of the Solano360 Specific Plan Area. The existing Fairgrounds will undergo a phased renovation and development of new facilities and structures to achieve economic self-sufficiency. The City, through its land use jurisdiction over the site, will collaborate with Solano County to assist in the phased redevelopment of private portions of the Fairgrounds site in efforts to maximize the economic return to Vallejo and its residents.

The Plan is further consistent with the General Plan land use designation “commercial recreation”, as proposed herein.

2. The Solano360 Specific Plan/Master Plan furthers the stated purpose of the planned development district.

The Plan creates and establishes regulations for a mixed use district in which commercial and residential uses, including office, retail, recreation, entertainment, and open space will be developed as an integral unit. All uses are complementary and will enhance each other and their diversity will be unified by an overall design concept, as provided in the Urban Design and Guidelines Chapter of the Plan. The Plan calls for flexibility of design and development of diverse land use involving a mix of uses involving regional entertainment that is appropriate for the benefit of the city as a whole.

3. The Solano360 Specific Plan/Maser Plan is in conformity with public convenience, the general welfare and good land use practice.

The Plan is consistent with Section 16.104 of the Vallejo Municipal Code Zoning Ordinance and is therefore in conformity with public convenience, the general welfare and good land use practice.

4. The Solano360 Specific Plan/Master Plan will not be detrimental to health, safety and general welfare.

The Plan includes a transportation system and infrastructure plan that meets the City’s requirements to ensure that improvements will not be detrimental to health, safety and general welfare.

5. The Solano360 Specific Plan/Master Plan will not adversely affect the orderly development or the preservation of property values.

The Plan promotes mixed use development within an underutilized area and incorporates urban design guidelines to ensure orderly development and preservation of property values.

IV. FINDINGS RELEVANT TO GENERAL PLAN AMENDMENT, ZONING MAP AMENDMENT AND CODE TEXT AMENDMENT APPROVALS

1. Notice of the public hearing was given for the time and in the manner as prescribed by law.
2. The potential impacts of the proposed amendments have been assessed and an FEIR has been certified for the Project.

V. RESOLUTION APPROVING THE SOLANO360 SPECIFIC PLAN/MASTER PLAN, GENERAL PLAN AMENDMENT AND ZONING AMENDMENTS

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF VALLEJO
HEREBY RESOLVES TO:

- (1) APPROVE AND RECOMMEND THAT CITY COUNCIL ADOPT an Ordinance provided herein as Exhibit A to Attachment 1, adopting the Solano360 Specific Plan/Master Plan (SPA #10-0001).
- (2) APPROVE AND RECOMMEND THAT CITY COUNCIL ADOPT the Solano360 General Plan Amendment provided herein as Exhibit B to Attachment 1 (GPA #10-0001).
- (3) APPROVE AND RECOMMEND THAT CITY COUNCIL ADOPT an Ordinance provided herein as Exhibit C to Attachment 1, adopting the Solano360 Zoning Map Amendment (ZMA #10-0001) and Code Text Amendment (CTA #10-0004).


VI. VOTE

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Vallejo, State of California, on the 29th day of April 2013, by the following vote to-wit:

AYES: 4
 NOES: 1
 ABSENT: 1
 ABSTENTION: 1



KENT PETERMAN, CHAIRPERSON
 City of Vallejo Planning Commission

Attest: 

 ANDREA J. OUSE, AICP, SECRETARY
 City of Vallejo Planning Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF VALLEJO ADOPTING
THE SOLANO360 SPECIFIC PLAN

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

SECTION 1. General Findings.

The City Council hereby finds and determines that:

- A. The Solano360 Specific Plan, as defined and described in City Council Resolution No. _____ and attached to this Ordinance as Exhibit A-1, includes the “Adopted Revisions to the Specific Plan” attached to this Ordinance as Exhibit A-2, is the Planned Development Master Plan for the Solano360 Project, pursuant to Section 16.116 of the Vallejo Municipal Code.
- B. As required by Government Code Section 65358(a), the proposed Solano360 Specific Plan/Master Plan is in the public interest of the people of the City of Vallejo.
- C. The Solano360 Specific Plan/Master Plan is consistent with the objectives, goals, policies and general land uses specified in the City’s General Plan, as amended by the General Plan Amendment adopted by Resolution No. _____.
- D. The Solano360 Specific Plan/Master Plan was circulated for public review by Solano County and adopted as the master plan for the Solano County Fairgrounds site by the Solano County Board of Supervisors on February 26, 2013.

SECTION 2. Master Plan Adequacy.

The City Council hereby finds that the Solano360 Specific Plan/Master Plan meets the requirements of Vallejo Municipal Code Section 16.116.060 in that:

- a.) The Solano360 Specific Plan/Master Plan is consistent with the goals and policies of the Vallejo General Plan.
- b.) The Solano360 Specific Plan/Master Plan is consistent with the stated purpose of the Planned Development District.
- c.) The Solano360 Specific Plan/Master Plan is in conformity with public convenience, the general welfare and good land use practice.
- d.) The Solano360 Specific Plan/Master Plan will not be detrimental to the health, safety and general welfare.
- e.) The Solano360 Specific Plan/Master Plan will not adversely affect the orderly development or the preservation of property values.

SECTION 3. Compliance with the California Environmental Quality Act.

The potential environmental effects of the proposed Plan have been assessed in the Draft EIR and Final Environmental Impact Report prepared for the Solano360 Specific Plan Project (collectively the "FEIR"). The FEIR concluded that the project would result in impacts that can be mitigated to a level of insignificance, and impacts that are significant and unavoidable. The Solano County Board of Supervisors certified the FEIR and approved the Mitigation Monitoring and Reporting Program provided herein as Exhibit A-3 to Attachment 1, and Statement of Overriding Considerations on February 26, 2013.

SECTION 4 Adoption of the Solano360 Specific Plan/Master Plan

Based on the findings herein and in the Resolution approved concurrently with this action, the City Council hereby adopts the Solano360 Specific Plan/Master Plan (SPA#10-0001), as specified above, holding on first reading of this ordinance.

SECTION 5. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 6. Effective Date.

This Ordinance shall take effect and be in full force and effect from and after (30) days after its final passage.

FIRST READ at a regular meeting of the Council of the City of Vallejo held the _____ day of _____ and finally passed and adopted at a regular meeting of the Council held the _____ day of _____ by the following vote:

(Document Attached to City Council Staff Report Dated May 14, 2013)

SOLANO360 PUBLIC DRAFT SPECIFIC PLAN

November 9, 2012

Full colored version of Specific Plan and Appendices can be viewed at
www.ci.vallejo.ca.us.

(Document Attached to City Council Staff Report Dated May 14, 2013)

**ADOPTED REVISIONS TO THE
SOLANO360 SPECIFIC PLAN**

**FINAL ADOPTION OF THESE REVISIONS WILL BE
MADE BY THE VALLEJO CITY COUNCIL.**

(Document Attached to City Council Staff Report Dated May 14, 2013)

**MITIGATION MONITORING AND REPORTING PROGRAM FOR THE
ENVIRONMENTAL IMPACT REPORT
SOLANO360 SPECIFIC PLAN**

CITY OF VALLEJO PLANNING COMMISSION

RESOLUTION NO. 13-07

RESOLUTION OF THE VALLEJO PLANNING COMMISSION RECOMMENDING THAT CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF VALLEJO AND THE COUNTY OF SOLANO FOR THE SOLANO360 PROJECT

* * * * *

BE IT RESOLVED by the Planning Commission of the City of Vallejo as follows:

WHEREAS, the County of Solano ("County") owns the property commonly referred to as the Solano County Fairgrounds located wholly within the City of Vallejo, comprising approximately 149.1 acres of land; and

WHEREAS, on July 11, 2003, the County, City, and the Solano County Fair Association entered into a Memorandum of Understanding acknowledging that the three entities share a common vision for the revitalization of the Property and recognizing the need to reach agreement regarding the planning and permitting process for the redevelopment of the Fairgrounds project; and

WHEREAS, pursuant to the 2003 MOU, the Parties agreed that the primary focus of the Project was the renovation and revitalization of the County Fair but the location of the Property also afforded the Parties with an opportunity of developing new, supportive commercial, entertainment and recreation-related uses; and

WHEREAS, the Parties agreed to develop the Project Vision based on the following jointly-adopted Guiding Principles:

- a. Generate revenues for Solano County and the City of Vallejo, create jobs and ensure long-term economic sustainability;
- b. Establish a unique place with an unmistakable identity that serves as a destination for visitors as well as a pedestrian-friendly, community gathering place;
- c. Explore a mix a complementary land uses, including retail, commercial, hospitality, recreational, residential, family and youth-oriented, educational and civic uses that seamlessly integrate with the "Fair of the Future";
- d. Explore increased physical connectivity and synergy with Six Flags Discovery Kingdom, downtown Vallejo, the waterfront and other existing commercial operations;
- e. Provide pedestrian, bicycle, vehicular and transit facilities that foster access to, from and within the site;

f. Incorporate sustainable and green principles in all aspects of the development; and

WHEREAS, on March 10, 2009 the parties concurrently terminated the 2003 MOU and entered into a new Memorandum of Understanding (“*2009 MOU*”) that established the respective roles of the County and the City with regards to their cooperative effort to develop a Project Vision for the redevelopment of the County Fairgrounds; and

WHEREAS, since 2009, the parties amended and restated the 2009 MOU twice to articulate the parties’ shared commitment to implement the Project Vision in an expeditious manner and further clarify the respective roles as such relates to the private development areas of the Project; and

WHEREAS, in order to successfully develop a coordinated Project Vision, the parties established the Solano360 Committee which included two representatives from the Board of Supervisors and the Mayor and two members from the City Council to provide policy direction throughout developing the Project; and

WHEREAS, the Project has culminated in the Solano360 Specific Plan/Master Plan, as approved by the County on February 26, 2013 as its master plan for the coordinated development of the Property pursuant to its authority as landowner and project proponent; and

WHEREAS, the Project was the subject of an environmental impact report (EIR) prepared under the California Environmental Quality Act (CEQA) (set forth in Public Resources Code §§ 21000 *et seq.*) which was certified by the Board of Supervisors, acting as the lead agency, on February 26, 2013. The City acted as a responsible agency as defined by Public Resources Code § 21069. The EIR analyzed the identified environmental impacts for significance as associated with the incremental change in intensity and distribution of land uses pursuant to the Project. The County also adopted a Mitigation Monitoring and Reporting Program (MMRP) for the Project; and

WHEREAS, pursuant to California Government Code Section 65864 *et seq.* and Title 17, Part II of the City of Vallejo Municipal Code, the City is authorized to enter into an agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish development rights in such property. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations; and

WHEREAS, the complexity, magnitude and long-term build out of the Solano360 Project and site area would not be feasible if the Parties had not agreed to work cooperatively to provide a sufficient degree of certainty in the land use regulatory process to justify the County’s and/or City’s substantial financial investment associated with development of the Private Purpose Areas of the Project; and

WHEREAS, the Planning Commission recommends that the City enter into this Agreement to establish development rights for the Private Purpose Areas, as authorized by the Development Agreement Statutes and to facilitate the process of planning, financing and proceeding with

construction of the Project and promote the achievement of the private and public objectives of the Project; and

WHEREAS, as a material inducement for City to enter into this Agreement, County has agreed to construct or cause the construction of certain on site Infrastructure Improvements and participate in the funding of certain off-site Infrastructure Improvements described in this Agreement within the time set forth herein; and

WHEREAS, County plans to develop the Project in multiple phases, as described in the Solano360 Specific Plan/Master Plan and EIR; and

WHEREAS, the County intends that the cost of providing City services to the Project, including police, fire, parks and streetscape, landscape and lighting maintenance, repair and replacement, be fully recouped from City taxes and fees generated from the Project. County agrees that City would not enter into this Agreement if City's reasonable costs in providing services were not covered in full by the revenues generated by the Project; and

WHEREAS, the Parties recognize and acknowledge that the Solano360 Specific Plan Public Facilities Financing Plan contemplates and recommends that the County issue six Certificates of Participation and three Capital Appreciation Bonds to fund the Public Use Area share of facilities and infrastructure and to initially fund a portion of the Private Use Area share of facilities; and

WHEREAS, the City and the County wish to enter into a revenue sharing agreement, whereby the City will contribute a portion of its revenue from the Project area to the County to assist with the County's financing of the Project; and

WHEREAS, except for the potential creation of a Community Facilities District, the Development Agreement does not require the City to make any commitment to issue debt, or be liable to a third party, including a Certificate Holder on any Project Financing issued by the County, for debt service payments; and

WHEREAS, as proposed, the Agreement will not be detrimental to the health, safety and general welfare, nor will it adversely affect the orderly development of the Solano County Fairgrounds or the preservation of property values in the Fairgrounds area, in that the Development Agreement will: (a) require that development of the Private Purpose Areas of the Fairgrounds conform with the all ordinances, resolutions, regulations, standards, and specifications existing at the time of approval of the Agreement and applicable to the Project, including the Vallejo General Plan, Zoning Ordinance, and Solano360 Specific Plan; (b) allow new City laws and regulations which are reasonably necessary to protect the public health and safety to be applied to the project; (c) result in development that will eliminate blighted conditions in the project areas; (d) result in the extension of public infrastructure to support the planned uses; (e) provide for the development of the Fairgrounds according to the principles of the Vision Plan; (f) provide revenues to the City in the form of taxes and fees; and (g) provide the public benefits set forth above.

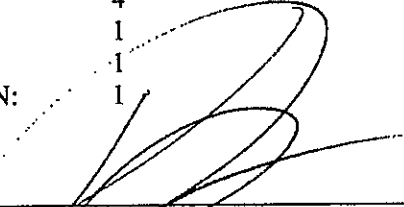
NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby recommends that the City Council approve Development Agreement # _____, as presented

in the Development Agreement By and Between the City of Vallejo and the County of Solano, for the Solano360 Project provided herein as Exhibit A to Attachment 2.


VOTE

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Vallejo, State of California, on the 29th day of April 2013, by the following vote to-wit:

AYES: 4
NOES: 1
ABSENT: 1
ABSTENTION: 1



KENT PETERMAN, CHAIRPERSON
City of Vallejo Planning Commission

Attest: 

ANDREA J. OUSE, AICP, SECRETARY
City of Vallejo Planning Commission

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

City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590
Attention: City Clerk



Space Above This Line Reserved for Recorder's Use
Exempt from Recording Fee Per Government Code Section 27383

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF VALLEJO

AND

COUNTY OF SOLANO

DATED _____

TABLE OF CONTENTS

	<u>Page</u>
<i>RECITALS</i>	1
ARTICLE 1. DEFINITIONS	6
Section 1.01. Definitions	6
ARTICLE 2. EFFECTIVE DATE AND TERM	9
ARTICLE 3. OWNERSHIP OF PROPERTY	10
ARTICLE 4. ESTABLISHMENT OF SOLANO360 IMPLEMENTATION COMMITTEE	11
ARTICLE 5. DEVELOPMENT OF PROPERTY FOR PUBLIC PURPOSES	12
ARTICLE 6. DEVELOPMENT OF PROPERTY FOR PRIVATE PURPOSES	12
ARTICLE 7. FEES AND INFRASTRUCTURE IMPROVEMENTS	18
ARTICLE 8. SHARING OF REVENUE GENERATED AND COSTS INCURRED	20
ARTICLE 9. DEVELOPMENT STANDARDS AND REQUIREMENTS	26
ARTICLE 10. AMENDMENT OF AGREEMENT AND EXISTING PROJECT APPROVALS	28
ARTICLE 11. COOPERATION AND IMPLEMENTATION	28
ARTICLE 12. ASSIGNMENT, TRANSFER AND NOTICE	30
ARTICLE 13. DEFAULT; REMEDIES; TERMINATION	31
ARTICLE 14. INDEMNITY AND INSURANCE	33
ARTICLE 15. MISCELLANEOUS PROVISIONS	35

LIST OF EXHIBITS:

Exhibit A	Project Site Plan
Exhibit B	List of Taxes, Assessments, Fees and Exactions
Exhibit C	Estimated City Annual Revenue Sharing Payment
Exhibit D	Project Infrastructure Schedule

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("*Agreement*") dated for reference purposes as of _____, is entered into between COUNTY OF SOLANO, a political subdivision of the State of California ("*County*"), and the CITY OF VALLEJO, a California municipal corporation ("*City*"). County and City are sometimes referred to individually as a "*Party*" and collectively as "*Parties.*"

RECITALS

A. County represents that it owns the property commonly referred to as the Solano County Fairgrounds located wholly within the City, comprising approximately 149.1 acres of land ("*Property*").

B. On July 11, 2003, the County, City, and the Solano County Fair Association ("*SCFA*") entered into a Memorandum of Understanding (the "*2003 MOU*") acknowledging that the three entities share a common vision for the revitalization of the Property ("*Project Vision*") and recognizing the need to reach agreement regarding the planning and permitting process for the redevelopment of the Fairgrounds project ("*Project*").

C. Pursuant to the 2003 MOU, the Parties agreed that the primary focus of the Project was the renovation and revitalization of the County Fair but the location of the Property also afforded the Parties with an opportunity of developing new, supportive commercial, entertainment and recreation-related uses.

D. The Parties agreed to develop the Project Vision based on the following jointly-adopted Guiding Principles:

(1) Generate revenues for Solano County and the City of Vallejo, create jobs and ensure long-term economic sustainability;

(2) Establish a unique place with an unmistakable identity that serves as a destination for visitors as well as a pedestrian-friendly, community gathering place;

(3) Explore a mix a complementary land uses, including retail, commercial, hospitality, recreational, residential, family and youth-oriented, educational and civic uses that seamlessly integrate with the "Fair of the Future";

(4) Explore increased physical connectivity and synergy with Six Flags Discovery Kingdom, downtown Vallejo, the waterfront and other existing commercial operations;

(5) Provide pedestrian, bicycle, vehicular and transit facilities that foster access to, from and within the site;

(6) Incorporate sustainable and green principles in all aspects of the development.

E. On March 10, 2009 the parties concurrently terminated the 2003 MOU and entered into a new Memorandum of Understanding ("**2009 MOU**") that established the respective roles of the County and the City with regards to their cooperative effort to develop a Project Vision for the redevelopment of the County Fairgrounds.

F. Since 2009, the parties amended and restated the 2009 MOU twice to articulate the partnership between the member agencies and the shared commitment to implement the Project Vision in an expeditious manner and further clarify the respective roles as such relates to the private development areas of the Project.

G. In order to successfully develop a coordinated Project Vision, the parties established the Solano360 Committee which included two representatives from the Board of Supervisors and the Mayor and two members from the City Council to provide policy direction throughout developing the Project.

H. The term of the 2009 MOU was for a period of five years from the date of its execution or upon the execution of a mutually acceptable development agreement between the County and a developer, whichever was to have occurred first.

I. The Parties have agreed that approval of this Agreement satisfies the development agreement contemplated in the 2009 MOU, as subsequently amended, and with its execution of this Agreement, the 2009 MOU is terminated and any outstanding obligations are incorporated in this Agreement.

J. The Project has culminated in the Solano360 Specific Plan/Master Plan, as approved by the County on February 26, 2013 ("**Solano360 Specific Plan/Master Plan**") as its master plan for the coordinated development of the Property pursuant to its authority as landowner and project proponent, and as adopted by the City on May 14, 2013 pursuant to City's land use and regulatory authority, and as more particularly shown in Exhibit "A".

K. Areas of the Project that are proposed to be used for primarily County or fairgrounds related, public, governmental purposes are referred to as "**Public Purpose Areas.**" Areas of the Project that are used for public and/or governmental purposes are exempt from the City's land use authority. Public Purpose Areas do not include easements, facilities, public rights-of-way, or other areas controlled by the City, public utilities, or agencies other than the parties once dedicated for such use.

L. Areas of the Project that are proposed to be used for primarily private, proprietary, or revenue-generating purposes are referred to "**Private Purpose Areas.**" Private Purpose Areas are subject to the City's land use regulations and authority. Private Purpose Areas include those areas of the Property that will be leased by the County to private entities for primarily private, revenue generating purposes and are subject to the City's land use authority regardless of their geographical location in the Project.

M. The Project was the subject of an environmental impact report ("*EIR*") prepared under the California Environmental Quality Act ("*CEQA*") (set forth in Public Resources Code §§ 21000 *et seq.*) which was certified by the Board of Supervisors, acting as the lead agency, on February 26, 2013 ("*FEIR*"). The City acted as a responsible agency as defined by Public Resources Code § 21069. The EIR analyzed the identified environmental impacts for significance as associated with the incremental change in intensity and distribution of land uses pursuant to the Project. The County also adopted a Mitigation Monitoring and Reporting Program ("*MMRP*") for the Project. On or about April 29, 2013, the Vallejo City Planning Commission reviewed and considered the Solano360 Specific Plan/Master Plan governing the land use policy and development process in accordance with Vallejo Municipal Code ("*VMC*"), Title 16.

N. On or about May 14, 2013, the City Council adopted the Solano360 Specific Plan/Master Plan governing the land use policy and development process as an ordinance in accordance with VMC, Title 16.

O. The City, acting as a responsible agency, and in connection with the adoption of the Specific Plan/Master Plan, relied upon the FEIR for purposes of CEQA review for the approvals granted for development of the Private Purpose Area.

P. Prior to or concurrently with approval of this Agreement, City has approved various legislative and/or discretionary actions in connection with the development of the Project on the Private Purpose Areas. These approvals include:

- (1) the General Plan Amendment
- (2) the Zoning Ordinance Amendment
- (3) the Vesting Tentative Map
- (4) the Specific Plan/Master Plan and Design Guidelines

The approvals and development policies described in this Recital P are collectively referred to herein as the "*Existing Project Approvals*".

Q. Subsequent to approval of this Agreement, certain future applications ("*Future Project Administrative Applications*") will be required by the City in order to facilitate the development of the Private Purpose Areas. The Future Project Applications are ministerial or administrative, and may include, without limitation, design review approvals, building permits, unit plans that are consistent with the Specific Plan/Master Plan, grading permits, sewer and water connection permits, certificates of occupancy, any other ministerial or administrative applications, and any amendments to, or actions repealing of, any of the foregoing. To the extent there are additional discretionary, non-administrative applications required by the City, such as lot line adjustments, or rezonings, such applications as are referred to collectively as the "*Future Project Discretionary Applications*."

R. In addition, certain other applications to or agreements by other agencies may be necessary to facilitate the development of the Project which may include, without limitation, Vallejo Sanitation and Flood Control District ("*VSFCD*"); orders, permits, requirements and approvals of BCDC, DTSC and/or the Regional Water Quality Control Board; or any amendments to any of the foregoing. Subsequent applications for project approvals from other agencies are referred to collectively as "*Other Agency Future Project Applications*."

S. The Future Project Administrative Applications, Future Project Discretionary Applications, and the Other Agency Future Project Applications are referred to collectively as the "*Future Project Applications*" which, upon final approval shall be deemed "*Subsequent Project Approvals*" Subsequent Project Approvals together with Existing Project Approvals shall be deemed "*Project Approvals*".

T. California Government Code Section 65864 *et seq.* ("*Development Agreement Statute*") and Title 17, Part II of the City of Vallejo Municipal Code authorize the City to enter into an agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish development rights in such property.

U. The City Council has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and assure that appropriate measures to enhance and protect the environment are achieved.

V. The complexity, magnitude and long-term build out of the Solano360 Project and site area would not be feasible if the Parties had not agreed to work cooperatively to provide a sufficient degree of certainty in the land use regulatory process to justify the County's and/or City's substantial financial investment associated with development of the Private Purpose Areas of the Project.

W. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted the Development Agreement Statutes, authorizing municipalities to enter into development agreements in connection with the development of real property within their jurisdiction with persons having a legal or equitable interest in such real property.

X. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations.

Y. The parties desire to enter into this Agreement to establish development rights for the Private Purpose Areas, as authorized by the Development Agreement Statutes

and to facilitate the process of planning, financing and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project.

Z. The City Council has found that this Agreement is consistent with the City's General Plan and the Specific Plan/Master Plan and it has been reviewed and evaluated in accordance with Section 17.14.010 of the City of Vallejo Municipal Code.

AA. City has determined that by entering into this Agreement, City will promote orderly growth and quality development in accordance with the goals and policies set forth in the General Plan and the Specific Plan/Master Plan, and City will benefit from increased employment and commercial opportunities created by the Project for residents of City.

BB. As a material inducement for City to enter into this Agreement, County has agreed to construct or cause the construction of certain on site Infrastructure Improvements and participate in the funding of certain off-site Infrastructure Improvements ("*Infrastructure Improvements*") described in this Agreement within the time set forth herein.

CC. County has determined that by entering into this Agreement, County will be able to facilitate the integrated iconic development of both the Public Purpose Areas and Private Purpose Areas that will benefit all citizens of Solano County.

DD. As a material inducement for County to enter into this Agreement, the City has agreed to establish an expedited approval process to ensure a coordinated implementation of the Specific Plan/Master Plan as envisioned for the discretionary and ministerial permits under the City's purview.

EE. The Parties intend that the Project will fully cover the cost of providing municipal services to the Project as well as generate revenue to fund the infrastructure necessary to serve the build-out of the Project as set forth in Article 8 below

FF. County plans to develop the Project in multiple phases, as described in the Solano360 Specific Plan/Master Plan and FEIR. The Parties recognize that construction for Phase 2 or 3 is predicated on the construction of the Redwood Parkway/Fairgrounds Drive improvement project at the two interchanges as identified in the STA's Comprehensive Transportation Plan. Although that project is recommended for funding in the MTC Regional Transportation Plan, it is currently unfunded. The Parties acknowledge that to the extent that funding is not available for the off-site improvements that this Agreement may need to be modified to address the Project's implementation.

GG. The Parties agree that revenue generated from the Project will also reimburse the County for costs incurred for the Project Vision as previously agreed to by the Parties in the 2009 MOU as set forth in Article 8.

HH. The terms and conditions of this Agreement have undergone review by City staff, its Planning Commission and the City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the Vallejo General Plan and Specific Plan/Master Plan and, further, the City Council finds that the economic

interests of City's citizens and the public health, safety and welfare will be served by entering into this Agreement.

II. On April 29, 2013, the Planning Commission of the City of Vallejo recommended approval of this Agreement. On May 14, 2013, the City Council of the City of Vallejo adopted Ordinance No. _____, approving this Agreement

AGREEMENT

NOW, THEREFORE, the parties agree:

ARTICLE 1. DEFINITIONS

Section 1.01. Definitions.

"2003 MOU" in defined in Recital B.

"2009 MOU" in defined in Recital E.

"Advance Payments" is defined in Section 8.02.

"Agreement" means this Development Agreement.

"Applicable Law" is defined in Section 6.04.

"Assignee" is defined in Section 12.01.

"Available City Revenue" is defined in Section 8.02.

"CAB" is defined in Section 8.01.

"CEQA" is defined in Recital M.

"CFD" is defined in Section 8.05.

"Changes in the Law" is defined in Section 6.12.

"City" means the City of Vallejo, a California municipal corporation.

"City Annual Project Gross Revenue" is defined in Section 8.01.

"City Annual Revenue Sharing Payment" is defined in Section 8.02.

"City Impact Fees" is defined in Section 7.01.

"City Law" is defined in Section 6.04.

"City Indemnities" is defined in Section 14.01.

"Claims" means liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs.

"COP" is defined in Section 8.01.

"County" means County of Solano, a political subdivision of the State of California.

"County Annual Project Net Revenue" is defined in Section 8.01.

"County Entitlement Costs" is defined in Section 8.04.

"County Indemnities" is defined in Section 14.02.

"Debt Service" is defined in Section 8.01.

"Default" is defined in Section 1301.

"Design Guidelines" is defined in Section 6.01

"Development Agreement Statute" is defined in Recital T.

"Environmental Laws" means all federal, state and local laws, ordinances, rules and regulations now or in force, as amended from time to time, relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, but is not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 *et seq.*, the Solid Waste Disposal Act, 42 U.S.C. §6901 *et seq.*, the Hazardous Substance Account Act, California Health and Safety Code, §25300 *et seq.*, the Hazardous Waste Control Law, California Health and Safety Code, §25100 *et seq.*, and the Porter-Cologne Water Quality Control Act, California Water Code, §13000 *et seq.*, the Global Warming Solutions Act of 2006, California Health and Safety Code, §38500 *et seq.*, and the California Endangered Species Act (CESA) California Fish & Game Code, §2050, *et seq.*

"Effective Date" is defined in Section 2.01.

"EIR" is defined in Recital M.

"Estimated City Annual Revenue Sharing Payment" is defined in Section 8.02.

"Existing Project Approvals" is defined in Recital P.

"Federal/State Compliance Fees" is defined in Section 7.01.

"FEIR" is defined in Recital M.

"Future Project Applications" is defined in Recital S.

"Future Project Administrative Applications" is defined in Recital Q.

"Future Project Discretionary Applications" is defined in Recital Q.

"Ground Lease" is defined in Section 3.01

"Infrastructure Improvements" is defined in Recital BB.

"Initial Term" is defined in Section 2.02.

"Issuing Party" is defined in Section 8.05.

"LEED" is defined in Section 9.04.

"MMRP" is defined in Recital M.

"Measure B" means the City of Vallejo's Sales and Use Tax measure, adopted by the voters on November 8, 2011.

"Optional Extended Term" is defined in Section 2.02.

"Other Agency Future Project Applications" is defined in Recital R.

"Other Local Agency Compliance Fees" is defined in Section 7.01.

"Party/Parties" is defined in the introductory paragraph preceding the Recitals of this Agreement.

"PFFP" is defined in Section 8.01.

"Phase 1 Project Financing" is defined in Section 8.01.

"Prevailing Wage Laws" is defined in **Error! Reference source not found.**

"Processing Fees" is defined in Section 7.01.

"Project" is defined in Recital A.

"Project Approvals" is defined in Recital S.

"Project Financing" is defined in Section 8.01.

"Project Vision" is defined in Recital B.

"Property" is defined in Recital A.

"Private Purpose Area" is defined in Recital L.

"Public Purpose Area" is defined in Recital K.

"Reversionary Interests" are defined in Section 3.02.

"Solano360 Specific Plan/Master Plan" is defined in Recital J.

"Subsequent Project Approvals" is defined in Recital S.

"Term" is defined in Section 2.02.

"VSFCD" is defined in Recital R.

"Water Fees" is defined in Section 7.01.

ARTICLE 2. EFFECTIVE DATE AND TERM

Section 2.01. Effective Date. This Agreement shall become effective following execution of the Parties and upon the date that the ordinance approving this Agreement becomes effective ("**Effective Date**").

Section 2.02. Term. The term of this Agreement shall be the Initial Term with the Extended Term, if any ("**Term**").

A. Initial Term. The initial term of this Agreement shall commence upon the Effective Date and expire on the date which is fifty (50) years after the Effective Date ("**Initial Term**"). The Initial Term has been established by the Parties as a reasonable estimate of the time required to develop the Project, including the Infrastructure Improvements, and obtain the public benefits of the Project.

B. Optional Extended Term. The parties agree that this Term may be extended, by mutual agreement, beyond the Initial Term to the extent that Infrastructure Financing is needed to extends beyond the Initial Term ("**Optional Extended Term**"). Notwithstanding any other provision of this Agreement, the parties agree that no debt will be issued for the Project that may be due after the end of the Initial Term without written mutual agreement.

C. Termination Following Expiration. Following the expiration of the Term, or the earlier completion of development of the Project and all of City's and County's obligations in connection with this Agreement, this Agreement shall be deemed terminated and of no further force and effect.

Section 2.03. County Representations and Warranties. County represents and warrants to City that, as of the Effective Date:

A. No approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by County, except as have been obtained;

B. The execution and delivery of this Agreement and performing the obligations of County have been duly authorized by all necessary action, including the submission and approval of this Agreement by County's Board of Supervisors;

C. This Agreement is a valid obligation of County and is enforceable under its terms; and

D. County has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered filing any involuntary petition by County creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of County assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of County's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors.

During the Term of this Agreement, County shall, upon learning of any fact or condition which would cause the warranties and representations in this Section 2.03 not to be true, immediately give written notice of such fact or condition to City.

Section 2.04. City Representations and Warranties. City represents and warrants to County that, as of the Effective Date:

A. No approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by City, except as have been obtained;

B. The execution and delivery of this Agreement and performing the obligations of City have been duly authorized by all necessary action, including the submission and approval of this Agreement by the City Council;

C. This Agreement is a valid obligation of City and is enforceable under its terms; and

D. Subsequent to its Chapter 9 Action in U.S. Bankruptcy Court for the Northern District (entitled *In Re* City of Vallejo, debtor, Case No. 2008-26813), City has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered filing any involuntary petition by City creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of City assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of City's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors.

During the Term of this Agreement, City shall, upon learning of any fact or condition which would cause the warranties and representations in this Section 2.04 not to be true, immediately give written notice of such fact or condition to County.

ARTICLE 3. OWNERSHIP OF PROPERTY

Section 3.01. County as Landowner. County owns the Property and will retain fee title of the Property throughout the development of the Project. County intends to enter into a ground lease(s) ("*Ground Lease*") with a private developer(s) for the development of the Private Purpose Areas.

Section 3.02. Reversionary Interests. As described in the 2009 MOU, the County executed and recorded a quit claim deed transferring back to the City certain Reversionary Interests, namely, (i.e., all interests described in the Quitclaim Deed (Document No. 200900021838) dated July 9, 2003 and further described as follows: "Any and all reversionary interest, rights of reentry and/or powers of termination identified in the deed to the County of Solano dated January 16, 1947, recorded in Book 387, Page 108 of the Official Records of the County of Solano subject to the Memorandum of Understanding entered into by and between the County of Solano, City of Vallejo, and the Solano County Fair Association on July 11, 2003 (the "*Reversionary Interests*").

A. Upon Existing Project Approvals and the expiration of all appeal periods but, in any event, no later than the first issuance of Project Financing, the City agrees to take all steps necessary to clear title of any reversionary interests, rights of reentry and/or powers of termination it has in the Property as set forth in the 2009 MOU.

B. In the event that no building permit is issued for any portion of the Project within 15 years of the date of recordation of the City's Quit Claim Deed, the County shall grant to the City the Reversionary Interests previously conveyed.

C. This Section 3.02 shall survive the termination of this Development Agreement.

D. Notwithstanding any other clause herein, County shall defend, indemnify and hold City harmless in any claim, complaint or cause of action brought by any person or entity regarding these Reversionary Interests.

ARTICLE 4. ESTABLISHMENT OF SOLANO360 IMPLEMENTATION COMMITTEE

Section 4.01. Solano360 Implementation Committee. Recognizing the guiding role of the Solano360 Committee during the visioning and entitlement phases of the Project, the Parties desire to establish a new oversight committee, named the Solano360 Implementation Committee, which is comprised of two members from the Board of Supervisors and two members from the City Council, to provide policy direction and dispute resolution during the term of this Agreement.

Section 4.02. Scope of Authority. The Solano360 Implementation Committee's purpose is to provide policy oversight to the respective staffs and dispute resolution throughout the implementation of the Project. To the extent that disputes between the Parties regarding the implementation or interpretation of the Solano360 Specific Plan/Master Plan or this Agreement cannot be resolved first at the respective staff level and then between the City Manager and County Administrator, a dispute arising out of this Agreement or an interpretation of it or the Solano360 Specific Plan/Master Plan will be presented to the Solano360 Implementation Committee for resolution.

Section 4.03. Staff Coordination Meetings. City and County staff shall work cooperatively and establish support committees throughout the Project, as needed, comprised of staff members with special expertise as required and available from its

engineering, maintenance, operations, land use planning, economic development, legal, or other technical group to meet regularly to assist in the successful advancement of the Project. These support committees will report to the City Manager and County Administrator, who in turn, will report to the Solano360 Implementation Committee.

Section 4.04. Solano360 Implementation Committee Meetings. At a minimum, the Solano360 Implementation Committee shall meet quarterly during the implementation of Phase 1 of the Solano360 Specific Plan/Master Plan and not less than annually during Solano360 Specific Plan/Master Plan Phases 2 & 3. All such meetings of the Solano360 Committee will be held in accordance with the Brown Act.

ARTICLE 5. DEVELOPMENT OF PROPERTY FOR PUBLIC PURPOSES

Section 5.01. County Approvals for Public Purpose Areas. Public Purpose Areas, as defined by this Agreement and the Solano360 Specific Plan/Master Plan, are not subject to Future Project Administrative Applications or Future Project Discretionary Applications to the extent they are used for public, governmental uses. Any disputes between the Parties regarding whether a proposed use is a “public use” or a “private use,” as defined by this Agreement, shall be addressed pursuant to Article 4 of this Agreement. The County will engage the services of necessary design professionals to prepare the plans and specifications for the Public Purpose Areas in full compliance with applicable County building codes, ordinances and other regulatory authorities. The County’s Department of Resource Management - Building Division will oversee plan review and applicable building and grading permits. The County’s Building Division will ensure compliance, with all applicable laws, codes, ordinances, rules or regulations of affected governmental agencies, such as the City Fire Marshall and Vallejo Sanitation and Flood Control District (“*VSFCD*”), affecting the construction. Except as provided in Section 7.01, Public Purpose Areas and facilities are exempt from any impact fees levied by any public agency, which shall include, but not be limited to, City, County, schools, and VSFCD.

Section 5.02. Future Modifications of Public Purpose Areas. In accordance with California Government Code section 65402, any future modifications to the Public Purpose Areas the Solano360 Specific Plan/Master Plan will be presented to the City for determination of conformity to the City’s General Plan.

ARTICLE 6. DEVELOPMENT OF PROPERTY FOR PRIVATE PURPOSES

Section 6.01. Vested Rights for Expedited Processing. The Private Purpose Areas, as defined by this Agreement or the Solano360 Specific Plan/Master Plan, are subject to this Agreement and shall follow the expedited entitlement process established in the Solano360 Specific Plan/Master Plan and this Agreement. County shall have the vested and expedited right and obligation to develop the Private Purpose Areas within the Project and use the Private Purpose Areas as specified in the Specific Plan/Master Plan and for no other uses or purposes except as otherwise expressly provided in this Agreement and the Solano360 Specific Plan/Master Plan. Developing the Private Purpose Areas, or any portion, shall be undertaken only in compliance with the Project Approvals, Applicable Law, and this Agreement and the Specific Plan/Master Plan. County shall have a vested

and expedited right to develop the Private Purpose Areas on the Property under the Project Approvals, Applicable Law and this Agreement. The Project shall be subject to all Future Project Applications (which, upon final approval, shall be deemed Subsequent Project Approvals, and part of the Project Approvals). The City approves the proposed uses of the Private Purpose Areas, the density and intensity of use, and all other conditions as set forth in the Solano360 Specific Plan/Master Plan and its Design Guidelines ("*Design Guidelines*").

Section 6.02. Consistency with Specific Plan/Master Plan.

A. For purposes of the Private Purpose Areas, the City's City Manager, or designee, shall determine consistency with the policies, standards and implementation in the Solano360 Specific Plan/Master Plan. Changes in intensity or density from the permitted uses in the Solano360 Specific Plan/Master Plan will require an amendment to this Agreement. To the extent the County disputes City staff's determination of consistency with the Solano360 Specific Plan/Master Plan, the determination may be referred to the Solano360 Implementation Committee which shall attempt to resolve the dispute pursuant to Article 4 of this Agreement.

B. In order to maintain the consistency with the Solano360 Specific Plan/Master Plan, all ground leases for Private Purposes Areas will incorporate the design standards of the Solano360 Specific Plan/Master Plan, unless otherwise agreed to in writing in advance by the County and City.

Section 6.03. Integration of Private and Public Purpose Areas. Notwithstanding the designations of Private and Public Purpose Areas, the parties acknowledge that the development of the Project may include the coordination of both public and private uses in a single building. To the extent that such combination of public/private use does occur in a single structure, the parties agree that the City shall exercise land use authority over the private uses but not the public uses. Where a dispute arises as to whether a particular use or mix of uses is private or public, the issue will be referred to the Solano360 Implementation Committee, which shall attempt to resolve the dispute pursuant to Article 4 of this Agreement.

Section 6.04. Applicable Law. In recognition of the extraordinary investment and commitment in planning and engineering developing the Property, the Parties agree that except as otherwise expressly set forth in this Agreement, the rules, regulations, official policies, standards and specifications applicable to developing the Private Purpose Areas shall be those in force and in effect on the Effective Date and as set forth in the Existing Project Approvals, Subsequent Project Approvals and this Agreement, and, regarding matters not addressed by these documents, those laws, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation, standard, official policy, condition, or other measure established by the City (each, individually, a "*City Law*")), governing permitted uses, building locations, timing of construction, densities, design, infrastructure, affordable housing, parks and recreation and heights in force and effect on the Effective Date (collectively, the "*Applicable Law*"), with the exception of regulations which are adopted in conformance with and in furtherance of the

Solano360 Specific Plan/Master Plan, as part of the City's proposed comprehensive General Plan and Zoning Code Update adopted pursuant to Section 6.05(B)(5) below. Prior to the Effective Date of this Agreement, the Parties shall prepare two (2) sets of the Project Approvals and Applicable Laws applicable to the Project as of the Effective Date, one (1) set for City and one (1) set for County, to which shall be added from time to time, Subsequent Project Approvals, so that if it becomes necessary in the future to refer to the Project Approvals or Applicable Law, there will be a common set available to the Parties. Failure to include in the sets of Project Approvals and Applicable Law any rule, regulation, policy, standard or specification within the Applicable Law and Project Approvals as described in this provision shall not affect the applicability of such rule, regulation, policy, standard or specification. Except as otherwise set forth in this Agreement, no amendment or repeal of the Applicable Law shall apply to the Project, and County is vested with the right to develop the Private Purpose Areas under this Agreement and the Applicable Law.

Section 6.05. Reservations of Authority.

A. The parties acknowledge and agree City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions in this Agreement should reserve to City all of its police power which cannot be so limited. This Agreement shall be construed to reserve to City all such power and authority which cannot be restricted by contract.

B. Notwithstanding any other provision to the contrary, the following regulations and provisions shall apply to developing the Private Purpose Areas:

(1) Processing fees and charges of every kind and nature usually and uniformly imposed by City on substantially similar development projects and properties to cover the actual costs to City of processing applications for Project Approvals or for monitoring compliance with any Project Approvals granted or issued, as such fees and charges are adjusted from time to time.

(2) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are usually and uniformly applied on a city-wide basis to all substantially similar types of development projects and properties.

(3) Regulations governing construction standards and specifications including building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then adopted, or amended by City at the time of permit application.

(4) New City Laws which may be in conflict with this Agreement or the Project Approvals, but only if such New City Laws are necessary to protect the public health and safety and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties related to property maintenance standards and nuisance abatement/code enforcement provisions.

(5) New City Laws which are adopted in conformance with and in furtherance of the Solano360 Specific Plan/Master Plan, as part of the City's proposed comprehensive General Plan and Zoning Code Update which are developed in consultation with the County and agreed upon in advance by the County. County acknowledges that City is in the process of updating its General Plan and Zoning Code and agrees to negotiate in good faith with City to adopt New City Laws that shall be in conformance with and in furtherance of the Solano360 Specific Plan/Master Plan.

(6) New City Laws applicable to the Private Purpose Areas, which do not conflict with this Agreement or the Project Approvals, provided such New City Laws are uniformly and usually applied on a City-wide basis to all substantially similar types of development projects and properties.

(7) City Impact Fees or other monetary and non-monetary exactions, connection fees and other fees and exactions of every kind and nature imposed by the City and adopted and in effect as of the Effective Date of this Agreement, with any increases or modifications to those existing City Impact Fees and exactions, provided such increases or modifications are uniformly and usually applied on a City-wide basis to all substantially similar types of development projects and properties subject to a development agreement.

Section 6.06. Regulation by Other Public Agencies. City and County acknowledge and agree that other public agencies not within the control of City possess authority to regulate aspects of developing the Private Purpose Areas separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. County shall, at the time required by County under County's construction schedule, apply for all such other permits and approvals as required by other governmental or quasi-governmental entities, including without limitation VSFCDC, for the development of, or the provision of services to, the Project. County, or its assignee, shall also pay all required fees when due to such public agencies for the Private Purpose Areas. County acknowledges that City does not control the any such fees. City shall cooperate with County in County's effort to obtain such permits and approvals; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement, or to amend any City policy, regulation or ordinance in connection therewith.

Section 6.07. Life of Project Approvals. The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals.

Section 6.08. Vesting Tentative Maps. If this Agreement, or any part of it, is determined by a final judgment to be invalid or unenforceable and a tentative map has been approved for development of the Property as a vesting map as defined under the Subdivision Map Act, Government Code §§ 66410 *et seq.* where it grants a vested right to County for development of the Project, then and to that extent all rights and protections afforded County under the laws and ordinances applicable to vesting maps shall survive.

Section 6.09. County's Right to Rebuild. City agrees that County may renovate or rebuild portions of the Project within the Term of this Agreement should it become necessary due to natural disaster, damage, casualty or changes in seismic requirements. Such renovations or reconstruction shall be processed consistent with Project Approvals. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and other Applicable Law.

Section 6.10. Initiatives and Referenda. If any City Law is enacted or imposed by a citizen-sponsored initiative or referendum, which City Law would conflict with the Project Approvals, Applicable Law or this Agreement or reduce the development rights or assurances provided by this Agreement, such City Law shall not apply to the Private Purpose Areas or Project; provided, however, the Parties acknowledge City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) affecting subdivision maps, building permits or other entitlements to use approved or to be approved, issued or granted by City shall apply to the Project or Private Purpose Areas. County agrees and understands that City does not have authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may affect the Project. City shall cooperate with County and, at County's expense, shall undertake such actions to ensure this Agreement remains in full force and effect. City, except to submit to vote of the electorate initiatives and referendums required by law to be placed on a ballot, shall not support, adopt or enact any City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement or the Project Approvals.

Section 6.11. Environmental Mitigation. The Parties understand that the EIR is intended to be used not only for the Existing Project Approvals, but also for the Subsequent Project Approvals needed for the Project. Consistent with the CEQA streamlining policies applicable to specific plans, City and County acknowledge City's obligation, for Subsequent Project Approvals, not to require a supplemental or subsequent EIR, mitigated negative declaration, or negative declaration, unless required by Public Resources Code section 21166, and CEQA section 15161 or 15162. Further, City shall rely on the exemption referenced in CEQA sections 15182 to the fullest extent permitted by law. To the extent supplemental or additional environmental review is required with Subsequent Project Approvals, County may choose to continue in its role as the Lead Agency.

Section 6.12. State and Federal Law. As provided in Government Code section 65869.5, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, if such changes are mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than the City, created or operating under the laws of California ("**Changes in the Law**"). If Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith to determine whether such provisions of this Agreement shall be

modified or suspended, or performance delayed to comply with Changes in the Law, and City and County shall agree to such action as may be reasonably required. Nothing in this Agreement shall preclude County from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such Changes in the Law.

Section 6.13. American with Disabilities Act (ADA) Compliance. County shall comply with the ADA and all other requirements of applicable Federal and State laws regarding the development of the Project.

Section 6.14. Timing of Development. The parties acknowledge that County or City cannot predict when or the rate at which the Property will be developed. Such decisions depend upon numerous factors which are not within the control of County, such as market orientation and demand, interest rates, absorption, completion of necessary traffic improvements by Caltrans, and other similar factors. Without any limitation of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development prevailing over such parties' agreement, it is the parties' desire to avoid that result by acknowledging County shall have the vested right to develop the Project in such order and at such rate and at such times as County deems appropriate in exercising its business judgment, subject to the terms, requirements and conditions of the Project Approvals and this Agreement, except that failure to begin any construction of Phase 1 of the Project within 5 years after the issuance of any project financing for the Project shall constitute a default pursuant to Section 13.03 of this Agreement provided all necessary permits have been obtained.

Section 6.15. City Obligations.

A. City's Good Faith in Processing. In consideration of County entering into this Agreement, and provided that County exercises due diligence and good faith and files full, accurate and complete applications with timely payment of all fees, City agrees it will accept, process and review, in good faith and in a timely manner, all applications related to the Project filed by County or those with rights to lease or otherwise obtain rights to develop any portion of the Private Purpose Areas consistent with the Project Approvals, under this Agreement and the Applicable Law. City agrees that the scope of its review of requests for Subsequent Project Approvals shall be exercised consistent with this Agreement and the Applicable Law as such scope of review relates to those services and permits under the City's jurisdiction.

B. City Commitment to Grant or Cooperate to Cause Others to Grant Easements to County. City agrees to assist County and use good faith, diligent efforts to ensure that County is granted all easements and rights of way required to develop the Project during the term of this Agreement, including but not limited to ingress/egress, utilities, demolition/construction, flood control, support, slope, and rights of way, whether from City, or third parties.

C. Acceptance of Public Rights of Way, Roads, Public Improvements, Water, Sewer, Storm Drain and Other Utility Systems and Landscaping. Subject to Section 6.15(E) of this Agreement below, City shall accept dedication of the public rights of way, roads, public improvements, water, sewer, storm drain and other utility systems and landscaping identified in the Project Approvals once completed by County in conformance with City/ VSFCD requirements and standards.

D. Maintenance of Public Rights of Way, Roads, Public Improvements, Water, Sewer, Storm Drain and Other Public Utility Systems and Landscaping. Subject to Section 6.15(E) of this Agreement below, City shall maintain and operate, either directly or by contract, upon acceptance pursuant to Section 6.14(C) above, the public rights of way, roads, public improvements, water, sewer and storm drain systems and other public utility systems and landscaping in public rights of way under Applicable Law in the manner required to serve the Project to be paid from Project revenue and/or permit fees.

E. Irrigation and Landscaping. City will provide non-potable water for landscaping irrigation to the Property, in an amount consistent with County's historical irrigation use of approximately 35 million gallons annually, for the existing golf course and/or public landscaping throughout the Project, subject to a separate agreement between the parties. Maintenance of private on-site landscaping will be provided through a benefit assessment district or at County's option as a performance obligation under the ground lease(s). Upon acceptance of public rights of way, City will provide maintenance to landscaped areas therein.

Section 6.16. Undergrounding of Utilities. All existing above-ground utilities on the Property shall be placed underground, and all new utilities on the Property will be placed underground, at County's sole cost and expense and under City development standards and permits/inspections and the applicable utility companies and to the extent feasible. Notwithstanding the foregoing, County, with approval by the City Building Official, in his or her reasonable discretion, may install temporary above-ground utility installations to the extent necessary to serve the Property.

ARTICLE 7. FEES AND INFRASTRUCTURE IMPROVEMENTS

Section 7.01. Taxes, Assessments, Fees and Exactions.

A. Public Purpose Areas. The Parties agree that the Public Purpose Areas are not subject to nor will the County pay any existing, increased or modified fees, taxes, assessments, impact fees, and other monetary and non-monetary exactions, including Federal/State Compliance Fees, Other Local Agency Compliance Fees, Processing Fees, City Impact Fees, and other City fees as provided in this Section 7.01, excepting those fees related to capacity charges such as sewer or potable water which are in force and effect on a City-wide basis at the time those Water Fees, as defined in Section 7.01B(4) below, are payable at the rates then in effect and only in such amount equal to the net capacity used by the Public Purpose Areas.

B. Private Purpose Areas

(1) The Parties agree that the uses in Private Purpose Areas are subject to any existing, increased or modified fees, taxes, assessments, impact fees, and other monetary and non-monetary exactions, including Federal/State Compliance Fees, Other Local Agency Compliance Fees, Processing Fees, City Impact Fees, Consultant Fees, Architect Fees and other City fees as provided in this Section 7.01. Except for the foregoing fees and except as otherwise provided by this Agreement, City may impose no new impact fees or other monetary or non-monetary exactions on the Project or the uses in Private Purpose Areas except pursuant to a general increase in sales tax or other tax as may be mandated through voter approval. For convenience of reference, the fees, taxes, assessments, impact fees in effect as of the Effective Date are identified on the attached Exhibit G. The parties acknowledge and agree that failure to include any fee, tax, assessment, or impact fee within Exhibit G shall not affect the applicability of such fee, tax, assessment, or impact fee and the parties agree to supplement Exhibit G from time to time to maintain a comprehensive and complete list of such fees, taxes, assessments, and impact fees in effect as of the Effective Date. Notwithstanding the foregoing, the Parties agree to discuss deferral of the timing payment of such fees if requested by a third-party developer.

(2) City may charge and County agrees to pay any new, increased or modified taxes, assessments, impact fees or other monetary and non-monetary exactions, whether imposed as a condition of or for any Subsequent Project Approvals or otherwise, which are uniformly imposed and reasonably necessary to comply with the requirements of any Federal or State statute or regulation enacted or adopted after the Effective Date of this Agreement ("***Federal/State Compliance Fees***").

(3) City may charge and County agrees to pay any new, increased or modified taxes, assessments, impact fees or other monetary and non-monetary exactions, whether imposed as a condition of or for any Subsequent Project Approvals or otherwise, which are uniformly imposed and reasonably necessary to comply with the requirements of other local governmental agencies ("***Other Local Agency Compliance Fees***").

(4) City may charge and County agrees to pay all water connection fees ("***Water Fees***"), which are in force and effect on a City-wide basis at the time those Water Fees are payable at the rates then in effect.

(5) City may charge and County agrees to pay all processing fees, including application and inspection and monitoring fees ("***Processing Fees***"), for land use approvals, grading and building permits, general plan maintenance fees, and other permits and entitlements, which are in force and effect on a City-wide basis at the time those permits, approvals or entitlements are applied for on any or all portions of the Project, and which are intended to cover the actual costs of processing the foregoing.

(6) City may charge and County agrees to pay all City impact fees ("***City Impact Fees***") which are in force and effect as of the Effective Date and any subsequent increases in the same, provided such increases are usually and uniformly applied on a City-wide basis to similar development projects and properties, including,

without limitation, City-assessed park fees allocated to Greater Vallejo Recreation District, transportation impact mitigation fees, property development excise taxes, general plan update fees or other governmental fees such as VSFCDD sewer fees. City represents and warrants that, as of this Agreement City is not planning, considering or contemplating any increase in City Impact Fees, except as otherwise authorized by the City's fee schedule, resolutions or ordinances adopted as of this Agreement. Notwithstanding the above, City Impact fees shall not be charged upon any public use in the Public Purpose Area unless otherwise agreed to by the Parties.

C. Pursuant to Government Code section 51350, City may contract with the County to perform all or any portion of the monitoring, inspection, testing and evaluation services and to process applications, construction and development of the Project by the County Building Official.

ARTICLE 8. SHARING OF REVENUE GENERATED AND COSTS INCURRED

Section 8.01. Project Financing.

A. The Parties intend that the cost of providing City services to the Project, including police, fire, parks and streetscape, landscape and lighting maintenance, repair and replacement, will be fully recouped and/or funded from City taxes and fees generated from the Project. County agrees that City would not enter into this Agreement if City's reasonable costs in providing services were not covered in full by the revenues generated by the Project.

B. The Parties recognize and acknowledge that the Solano360 Specific Plan Public Facilities Financing Plan ("**PFFP**") (Goodwin Consulting Group, November 9, 2012), contemplates and recommends that the County issue six Certificates of Participation ("**COP**") and three Capital Appreciation Bonds ("**CAB**") to fund the Public Use Area share of facilities and infrastructure and to initially fund a portion of the Private Use Area share of facilities.

The Parties recognize and acknowledge that other debt financing mechanisms in lieu of COP and CAB may be utilized during the build-out of the Plan Area. The Parties intend that any other debt financing mechanism would involve interest rates, terms and other provisions substantially similar to what would have been involved in a COP or CAB issuance.

C. Together, COP and CAB and other similar financing mechanisms are defined as Project Financing ("**Project Financing**"). All such Project Financing must be reasonably related to development of the Plan Area. The Parties recognize and acknowledge that the PFFP is non-binding, representing one option for financing the Project, and that other financing mechanisms may be determined to be appropriate when financing is required to implement the Project. The Parties agree that a portion of the Project Financing will also fund oversizing for infrastructure required for the Public Use Area the Private Use Area of the Plan Area and this cost for oversizing infrastructure will be reimbursed at a future time when other financing is in place, as set forth in Section 8.03 below.

D. **“County Annual Project Net Revenue”** is defined as all new annual County General Fund revenue and ground lease revenue resulting from developing the Plan Area, less new annual County operating expenses incurred for public services related to the Plan Area, plus new annual Fair net revenue resulting from development of the Plan Area, as described, for information purposes only and to inform the County and City as part of the Existing Approvals, in the Solano360 Specific Plan Fiscal Impact Analysis (“**FIA**”) (Goodwin Consulting Group, November 9, 2012).

E. **“City Annual Project Gross Revenue”** is defined as all new annual City General Fund revenue resulting from developing the Plan Area, including Property Tax, Sales Tax, Utility Users Tax, Transient Occupancy Tax, and any other source of revenue actually received and related to the Plan Area as described in the FIA, for information purposes only and to inform the County and City as part of the Existing Approvals.

F. The Parties acknowledge that the FIA assumes that each Party will retain a project manager to facilitate implementation of the Project and this Agreement. It is the City’s intent to not retain the City’s project manager until the end of Phase 1.

G. The Parties acknowledge that the FIA assumes, and this Agreement confirms, that the City will maintain the public roads, right-of-way landscaping and signals proposed to be installed in the second year of the Project, in Phase 1a. County agrees to require any contractors who construct such improvements to provide a one-year maintenance warranty, to eliminate the City’s obligation to maintain, and cost to maintain, such improvements for the duration of the one-year warranty period.

H. **“Debt Service”** is defined as the principal and interest payments due on Project Financing issued by the County as described in this Article.

I. The Parties agree that County Annual Project Net Revenue and City Annual Revenue Sharing as defined in Section 8.02 below, are intended to be pledged as Debt Service on Project Financing issued for the Project and that the highest priority for County Annual Project Net Revenue and City Annual Revenue Sharing from the Plan Area will be for servicing the debt on any outstanding Project Financing.

J. Except as provided in Section 8.05 of this Agreement, City makes no commitment to issue debt, or be liable to a third party, including a Certificate Holder on any Project Financing issued by the County, for debt service payments.

K. During Phase 1 of the Project, as such phase is described in the Solano360 Specific Plan/Master Plan, County shall issue Project Financing, estimated in the PFFP to be \$40,600,000 in 2012 dollars, with terms and interest rates similar to those described in the PFFP, but in an amount to be determined by the Parties at the time of issuance to complete the Phase 1 facilities and infrastructure contemplated in the PFFP to be funded by the Project Financing (“**Phase 1 Project Financing**”).

L. County shall pay all Project Financing Debt Service payments in a timely manner and on or before the date Project Financing Debt Service payments are due to the trustee of the Project Financing.

M. In the event that development of the Private Use Area or that Project Financing does not proceed as contemplated in the PFFP and this Agreement, the Solano360 Implementation Committee may consider County or City proposals regarding Project Financing and provisions of this Article, and may recommend amendments to the Agreement.

Section 8.02. City Annual Revenue Sharing Payment

A. City shall provide an annual payment to County representing City’s contribution to the Project, including City’s contribution toward infrastructure improvements and reimbursement to County for City’s one-half share of County’s entitlement costs as stated in the 2009 MOU (“*City Annual Revenue Sharing Payment*”) as defined in this Section 8.02.

B. The City Annual Revenue Sharing Payment shall be calculated as a percentage of the City’s receipt of Secured and Unsecured Property Tax, Property Tax in Lieu of Vehicle License Fee (“VLF”), Sales Tax (exclusive of “*Measure B*”), Utilities User’s Tax and Business License Tax generated from the Plan Area each fiscal year through Fiscal Year (FY) 2062-62. These five revenue sources constitute the “*Available City Revenue*”. The percentage of Annual City Revenue will change throughout the term of the Project and has been calculated based on the projected revenue in the FIA. In the event that State legislation changes the formula by which any component of Available City Revenue is calculated, or for any other reason such formulas are changed, the parties agree to adopt alternate methodologies that will result in City Annual Revenue Sharing Payments similar to those that would occur under formulas in effect as of the date of this Agreement.

The parties agree that the percentage used in each fiscal year to calculate the City Annual Revenue Sharing Payment will be as follows:

Fiscal Years	CITY ANNUAL REVENUE SHARING PERCENTAGE OF AVAILABLE CITY REVENUES
2013-14 through 2015-16	63%
2016-17 through 2021-22	97%
2022-23 through 2042-43	55%
2043-44 through 2062-63	24%

C. An estimate of the City Annual Revenue Sharing Payment (*“Estimated City Annual Revenue Sharing Payment”*) and the annual revenue sharing percentage by fiscal year is included in Exhibit C for the purpose of calculating Advance Payments as described in this Article 8.

D. . To the extent Measure B is renewed or any subsequent City fee or tax is adopted that results in a new source of revenue from the Plan Area, the parties agree that the intent of this Agreement is that the percentages in Section 8.02B above will apply to the new source of City revenue and agree to meet and confer regarding any necessary revision to the definition of Available City Revenue

E. City shall make two advance payments (*“Advance Payments”*) toward the City Annual Revenue Sharing Payment during each fiscal year. One-half of the Estimated City Annual Revenue Sharing Payment shall be due on December 31 of the applicable fiscal year, and one-half of the Estimated City Annual Revenue Sharing Payment shall be due on June 30 of the applicable fiscal year.

F. Not later than 180 days following the end of a fiscal year, City shall provide to County a calculation of the prior year’s City Annual Revenue Sharing Payment as specified in Section 8.02B. Within sixty days of receipt of the calculation of the City Annual Revenue Sharing Payment, County shall provide written acceptance or rejection of the calculation of the City Annual Revenue Sharing Payment. If so rejected, the matter shall be referred to the Solano360 Implementation Committee, whose decision shall be final.

G. Within thirty days of the County’s acceptance of the calculation of the City Annual Revenue Sharing Payment, or within thirty days of a final decision by the Solano360 Implementation Committee, the City shall provide payment to County for any amount due for the prior year, or the County shall provide payment to City for any amount overpaid for the prior fiscal year.

Section 8.03. Project Financing - Phase 2 and Phase 3

A. County shall inform City whenever it begins a process to issue a Project Financing in Phase 2 and Phase 3 of the Project (or for any Project Financing issued after the Phase 1 Project Financing described in Section 8.01). If, prior to issuance of a Phase 2 or Phase 3 Project Financing, City Annual Revenue Sharing Payments or County Annual Project Net Revenue, as defined in this Agreement, are estimated to be insufficient to pay Phase 2 or Phase 3 Project Financing Debt Service, the Parties agree to review the proposed financing and negotiate, prior to the issuance of any new Project Financing, how the Debt Service will be paid by the Parties, which may include all or any combination of the following, or other mechanisms mutually agreed to by the Parties: revise City Annual Revenue Sharing Payment percentages, secure other sources of funding for the facilities and/or infrastructure proposed to be financed by Project Financing, or pledge other revenue sources to pay Debt Service. The mechanism for financing and payment of Debt Service

and/or City Annual Revenue Sharing Payments will be agreed upon in advance of the issuance of Phase 2 or Phase 3 Project Financing.

B. Prior to issuance of additional Project Financing after Phase 1, the parties shall review actual cash flow and updated market conditions and confirm revenue sharing ratios. Prior to Phase 2 commencing, the Parties agree to review market conditions, including current land uses defined in the Solano360 Specific Plan/Master Plan and updated financial analyses, to secure the most feasible and prudent debt financing for facilities and infrastructure, which may trigger the need for the Parties to review, confirm and agree to revised debt and revenue sharing prior to issuance of new Project Financing.

C. Prior to Phase 2, the Parties agree they will work cooperatively and support each other to seek grant and other funding sources to fund the offsite improvements to enable the Solano360 Project to proceed as anticipated in the Solano360 Specific Plan/Master Plan, and to improve traffic circulation for the neighboring area.

D. Any Project Financing proposed to be issued with Debt Service payments beyond the initial term (50 years) of this Agreement must be mutually agreed upon in writing by the Parties.

Section 8.04. City Reimbursement of a Proportionate Share of County Entitlement Cost

A. Beginning in fiscal year 2008/09 and continuing through fiscal year 2012/13, County incurred certain costs in the planning, entitlement and development of the Project (“**County Entitlement Cost**”). City and County agree that the County Entitlement Cost, including interest at 5% per annum on the prior years’ cumulative costs, is \$4,265,000 as of June 30, 2013.

B. It is the intent of this Agreement that the City Annual Revenue Sharing Payments are calculated to include City’s reimbursement to County for one-half of the County Entitlement Cost, as stated in the 2009 MOU (\$2,132,500).

Section 8.05. Community Facilities District Financing

A. City and County will confer to determine which Party shall issue conduit debt financing through Mello-Roos Community Facilities District (“**CFD**”) bonds, or other similar conduit financing mechanisms, to finance the Private Area share of facilities and infrastructure. Under a CFD, special taxes would be collected from the Private Use Area parcels and shared public parking parcels to pay Debt Service on the CFD bonds and to reimburse the County, or to reduce the Debt Service on the portion of the Project Financing that is used to fund oversizing for infrastructure required for the Private Use Area of the Plan Area.

B. City, County or an alternate entity (“**Issuing Party**”) may establish an infrastructure financing CFD under the Mello-Roos Act on its own, acting under its own

authority under the Mello-Roos Act to finance all or a portion of the costs of designing and constructing the Infrastructure Improvements or any other improvement which may lawfully be financed under the Mello-Roos Act and other applicable law, subject to (i) the Issuing Party reserves full and complete discretion regarding legally required findings that must be made with formation of any such proposed infrastructure financing CFD, (ii) nothing in this Agreement is intended to or shall limit the Issuing Party's ability to adopt legally required findings regarding formation of a proposed CFD, and (iii) nothing in this Agreement is intended to or shall prejudice or commit to the Issuing Party regarding the findings and determinations to be made with respect thereto. County shall inform City whenever a CFD bond is required to fund the Private Area share of facilities and infrastructure. City shall use its best effort to issue CFD bonds, and shall consult with County on the terms of CFD bonds. If City or County determine, based on the opinion of qualified Bond Counsel, Financial Advisor, and/or Underwriter that City issuance of CFD bonds is infeasible or not advisable, the Parties agree to work cooperatively to form a CFD and issue the CFD bonds through an alternative entity, such as the Association of Bay Area Governments or a Joint Powers Authority.

C. County and City recognize that other conduit debt financing mechanisms may be utilized during the build-out of the Plan Area, and the principles for conduit financing described shall apply to any conduit debt financing mechanism that may be utilized.

D. The Parties recognize and acknowledge security for CFD financing is the Private Use Area parcels, including any leasehold interest, and not the full faith and credit of County and City, and any other conduit financing should have similar property-based recourse and security.

E. City and County recognize that CFD bonds or other types of conduit bonds may not need to be issued if Private Area developer(s) elect not to utilize such financing and other sources of private financing are instead secured.

Section 8.06. Reporting and Auditing.

The Parties shall make their records available upon reasonable notice and report annually to the Solano360 Implementation Committee regarding the status of Performance of Article 8 of this Agreement.

Section 8.07 Severability.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable or the subject of a referendum, the Parties' financial obligations shall continue in full force and effect until the County has been fully reimbursed.

ARTICLE 9. DEVELOPMENT STANDARDS AND REQUIREMENTS

Section 9.01. Compliance with State and Federal Law. County, at its sole cost and expense, shall comply with requirements of, and obtain all permits and approvals required by local, State and Federal agencies having jurisdiction over the Project.

Section 9.02. Construction of the Project. It is the County's intent to commence and complete the construction and installation of the Infrastructure Improvements within the time in the Project Infrastructure Schedule attached as Exhibit D. Such construction is dependent upon the development of Private Purpose Areas and therefore, shall commence in accordance with the availability of private financing. For this Section 9.02, the term "commence construction" means commencement of construction of the Project building foundation or the Infrastructure Improvements. City and County staff shall have regular meetings during the term of this Agreement to discuss the progress of the development and construction of the Project as set forth in Section 4.03 above. Such meetings shall be attended by representatives of the Parties with experience and expertise in the relevant disciplines to the stage of the development and construction process.

Section 9.03. Prevailing Wage Requirements.

A. County agrees that development of the Public Purpose Areas, including the Infrastructure Improvements will constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under California Labor Code Section 1720(a) and (b)(3). County shall comply and shall ensure its contractors and subcontractors comply with all California Labor Code requirements, including implementing regulations of the Department of Industrial Relations, applicable to public works and payment of prevailing wages, and all Federal prevailing wage laws, including the Davis-Bacon Act of 1931, as amended, and implementing regulations (collectively, "***Prevailing Wage Laws***") for construction and development of the Project. Without limiting the generality of the foregoing, County shall (i) require its contractors and subcontractors to submit certified copies of payroll records to County; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to City and its designees for inspection and copying during regular business hours at the County.

B. County shall defend, indemnify and hold harmless City and its officers, employees, volunteers, agents and representatives against any and all present and future Claims, arising out of or connected with County's obligation to comply with all Prevailing Wage Laws for construction of the Project and the Infrastructure Improvements, including all Claims that may be made by contractors, subcontractors or other third party claimants under Labor Code sections 1726 and 1781.

Section 9.04. Leadership in Energy and Environmental Design. The Leadership in Energy and Environmental Design ("***LEED***") Green Building Rating System is the nationally accepted benchmark for the design, construction, and operation of high performance green buildings. County shall use commercially reasonable efforts to design the Project in a manner to meet and achieve LEED "platinum" certification. County shall

submit a complete application for LEED certification of the Project within sixty (60) days following completion of construction and provide copies of any and all LEED certifications to City within ten (10) business days following receipt. If County utilizes commercially reasonable efforts but cannot design the Project to meet LEED "platinum" certification or otherwise fails to receive LEED platinum certification, City staff shall inform the City Council of such failure and County shall utilize commercially reasonable efforts to meet and achieve LEED "gold" certification. Notwithstanding the foregoing, if County utilizes commercially reasonable efforts but cannot design the Project to meet LEED "gold" certification or otherwise fails to receive LEED gold certification, County shall not be in Default under this Agreement, and shall be permitted to proceed with all design, construction and operation of all such buildings.

Section 9.05. Periodic Review.

A. The annual review date for this Agreement shall be conducted by the City Manager, or designee, and initiated during the month of January of each year of the Term of this Agreement, commencing with January, 2014 in accordance with Government Code section 65865.1 and Chapter 17.20 of the Vallejo Municipal Code. County shall provide all documentation necessary to effectuate an annual review. If the City Manager, or designee, requests any documentation from County in furtherance of an annual review, County shall provide such documentation within ten (10) days of County's receipt of such request, unless otherwise mutually agreed upon by City and County.

B. The City Manager, or designee, shall provide County with notice of the annual review no less than twenty (20) days prior to the City Manager's, or designee, anticipated commencement date of the annual review. If the City Manager, or designee, finds good faith compliance by County with this Agreement, the City Manager, or designee, shall so notify County and the Solano360 Implementation Committee in writing.

C. The City Manager, or designee, shall provide written notice to the County if the County is not performing under the material terms and conditions of this Agreement, or if the City Manager, or designee, has any reasonable doubts concerning County's performance. The City Manager, or designee, shall first meet and confer with County to discuss the matter and attempt resolution of the dissatisfaction or doubts that the City Manager, or designee, may have. If, after meeting and conferring with County, the City Manager, or designee, still has reasonable doubts concerning County's performance, the City Manager, or designee, shall refer the matter to the Solano360 Implementation Committee for review.

D. If after review and consideration by the Solano360 Implementation Committee, the City Manager remains in reasonable doubt regarding the County performing under the material terms and conditions of this Agreement, the City Manager shall present the review to the City Council. The City Council shall notify County in writing of its intention to conduct a hearing on whether County has complied in good faith with the material terms and conditions of this Agreement and whether the Agreement should be modified or terminated. The notice shall include the time and place of the hearing, a copy of the Solano360 Implementation Committee's recommendation, and any

other information the City Council considers necessary to inform County of the proceeding. County shall be given an opportunity to submit evidence and to be heard. If the City Council determines that County has complied in good faith with the material terms and conditions of this Agreement, the review for that period shall be concluded. If, however, the City Council determines, based upon substantial evidence in the record, there are significant questions whether County has complied in good faith with the material terms and conditions of this Agreement, the City Council may continue the hearing and shall notify County of the City's intent to meet and confer with County within thirty (30) days of such determination, prior to taking further action. Following such meeting, the City Council shall resume the hearing to further consider the matter and to make a determination, regarding County's good faith compliance with the material terms and conditions of the Agreement and to take those actions it deems appropriate, including but not limited to, modification or termination of this Agreement, under California Government Code section 65865.1 and Vallejo Municipal Code Chapter 17.22.

E. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce this Agreement nor shall County have or assert any defense to such enforcement by any such failure to conduct an annual review.

ARTICLE 10. AMENDMENT OF AGREEMENT AND EXISTING PROJECT APPROVALS

Section 10.01. Amendment of Agreement By Mutual Consent. This Agreement may be amended in writing from time to time by mutual written consent of the Parties or their successors-in-interest or assigns and under Vallejo Municipal Code Chapter 17.10.

Section 10.02. Requirement for Writing. No modification, amendment or other change to this Agreement or any provision shall be effective for any purpose unless set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of both Parties and/or successors.

Section 10.03. Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon the Development Agreement Statute as those provisions existed at the date of execution of this Agreement. No amendment or addition to those provisions which would materially affect the interpretation or enforceability of this Agreement shall apply to this Agreement, unless such amendment or addition is required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected by same unless the parties mutually agree in writing to amend this Agreement to permit such applicability.

ARTICLE 11. COOPERATION AND IMPLEMENTATION

Section 11.01. Future Project Applications. County and City acknowledge and agree that County intends to submit Future Project Applications. For any Future Project Application, the City shall exercise its discretion under Applicable Law, the Project Approvals and this Agreement, including the reservations of authority in Section 6.05.

County acknowledges that City's approval of and entering into this Agreement does not constitute City's approval of County's applications for Future Project Applications.

A. Future ministerial applications are permits or approvals that are required by Applicable Law and that are to be issued upon compliance with uniform, objective standards and regulations. They include applications for road construction permits or authorizations; grading and excavation permits; demolition permits; building permits, including electrical, plumbing, mechanical, Title 24 Electrical, and Title 24 Handicap permits or approvals; certificates of occupancy; encroachment permits; and other similar permits required for the development and operation of the Project. City agrees to use its best efforts to expedite processing of future ministerial applications to the extent the submittals are in substantial accordance as envisioned in the Solano360 Specific Plan/Master Plan and pursuant to requirements of the VMC and Applicable Law.

Section 11.02. Processing Applications for Future Project Applications.

A. County acknowledges that City cannot begin processing Future Project Applications until County submits complete applications on a timely basis. County shall use diligent, good faith efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations; and (ii) cause County's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other materials required under Applicable Law. It is the express intent of County and City to cooperate and diligently work to obtain any and all Future Project Applications.

B. Upon submission by County of all appropriate applications and processing fees for any pending Future Project Application, City shall, to the full extent allowed by law, promptly and diligently, subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act on County's pending Future Project Applications including: (i) expedited planning and processing of each pending Future Project Applications; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such pending Future Project Application.

C. With the Existing Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Applications for Future Ministerial Applications consistent with this Agreement and the Existing Project Approvals shall be processed and considered in a manner consistent with the vested rights granted by this Agreement and shall be deemed tools to implement those final policy decisions, and shall be approved by City so long as they are consistent with this Agreement, Existing Project Approvals, and Applicable Law.

D. Nothing shall limit the ability of City to require the necessary reports, analysis or studies to assist in determining the requested Future Ministerial Application is consistent with this Agreement and the Existing Project Approvals. If the City reasonably determines a Future Ministerial Application is not consistent with this Agreement or the Existing Project Approvals and should be processed as a Future Discretionary Application

rather than a Future Ministerial Application, the City shall notify the County in writing. County shall then either modify the application to conform to this Agreement and the Existing Project Approvals or process the application as a Future Discretionary Application.

Section 11.03. Other Agency Subsequent Project Approvals; Authority of City.

A. City shall cooperate with County, to the extent appropriate and as permitted by law, in County's efforts to obtain, as required, approvals on Other Agency Future Project Applications.

B. Notwithstanding the issuance to County of Other Agency Subsequent Project Approvals, County agrees that City shall have the right to review, modify, approve and/or reject any and all submissions subject to the Other Agency Future Project Applications which, but for the authority of the other governmental or quasi-governmental entities to approve the Other Agency Future Project Applications, would otherwise require City approval.

C. To the extent that other public agencies having jurisdiction over the Project require modifications to the Solano360 Specific Plan/Master Plan for purposes of implementing or constructing any improvement, the Parties agree to work cooperatively to seek such necessary approvals to effectuate the intent of this Agreement.

Section 11.04. Vallejo Sanitation and Flood Control District. VSFCD provides sanitary sewer and flood control services for the Project. County, at its sole expense, shall work cooperatively with VSFCD to provide sanitary and flood control services needed in whole or in part to serve the Project or to mitigate the impacts and to pay its fair share of the costs of such improvements in accordance with the Solano360 Specific Plan/Master Plan and the EIR.

Section 11.05. Utilities. Pacific Gas and Electric is a private utility company providing electricity and natural gas services under a franchise with the City. County shall, at its sole expense, work with Pacific Gas and Electric and/or other applicable utility provider(s), to provide all electricity and natural gas utilities needed to serve the Project.

Section 11.06. Implementation of Necessary Mitigation Measures. The County has adopted certain mitigation measures and approved a MMRP for the Project. County shall, at its sole cost and expense, comply with all MMRP requirements applicable to the Project, and Infrastructure Improvements.

ARTICLE 12. ASSIGNMENT, TRANSFER AND NOTICE

Section 12.01. Assignment. To the extent that County enters into an agreement with a developer(s) to construct the horizontal and/or vertical developmental of Project as envisioned in the Solano360 Specific Plan/Master Plan, the County may request that all or portion of this Agreement relating to the Private Purpose Areas is assigned or transferred to the developer(s) ("*Assignee*"). The transfer or assignment of any right or interest of the Private Purpose Area shall be made only after consultation with the Solano360 Implementation Committee.

Section 12.02. Conditional Release of Transferring Party. Notwithstanding any transfer or assignment of its obligations under this Agreement, County shall continue to be obligated under this Agreement as to all or the portion so transferred unless City in its sole discretion is satisfied that the Assignee is fully able to comply with County's obligations under this Agreement (both financially and otherwise) and County is given a release in writing. County shall provide to City all information reasonably necessary for City to determine the financial and other capabilities of Assignee. City shall, execute such consent only if:

A. County is not then in Default under this Agreement and has received no notice of breach under Section 13.01.

B. County has provided City with notice and the fully executed assignment and assumption agreement.

C. Assignee provides City with security necessary to secure performance of its obligations, including the Infrastructure Improvements.

ARTICLE 13. DEFAULT; REMEDIES; TERMINATION

Section 13.01. Breach; Default.

A. Subject to extensions of time under Section 13.04 or by mutual consent in writing, the failure or delay by either Party to perform any term or provision shall constitute a breach of this Agreement. If alleged breach of this Agreement occurs, the Party alleging such breach shall give the other Party notice in writing specifying the breach and the manner in which said breach or default may be satisfactorily cured, and the Party in breach shall have sixty (60) days following such notice to cure such breach, except that if a breach of an obligation to make a payment occurs, the Party in breach shall have thirty (30) days to cure the breach. If the breach is of a type that cannot be cured within sixty (60) days, the breaching Party shall not be in Default (defined below) provided the breaching Party (i) commences to cure the breach within such 60-day period, (ii) notifies the non-breaching Party within the initial 60-day period of the time it will take to cure such breach which shall be a reasonable period under the circumstances, and (iii) diligently and continuously prosecutes such cure to completion. If the breaching Party has not cured the breach or default within the applicable time specified above, such Party shall be in default ("**Default**"), and the non-breaching Party, at its option, may terminate the Agreement, institute legal proceedings pursuant to this Agreement and shall have such remedies as are set forth in Section 13.03 below.

B. Other circumstances constituting a Default shall be:

(1) The discovery that a representation or warranty made by either of the Parties proves to have been incorrect when made;

(2) Either Party being made the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors;

(3) Sale or other transfer of the Property or the Project, or any portion thereof, by the County, without compliance with the applicable provisions of this Agreement;

(4) Issuance of debt by the County beyond what is contemplated by this Agreement or without compliance with the applicable provisions of this Agreement;

(5) Failure by the County to begin construction of Phase 1 of the project within 20 years of the Effective Date unless a later time is agreed to in writing by City;

(6) Failure of either Party to pay proportionate share of Debt Service after reasonable notice and opportunity to cure.

C. In the event of the occurrence of a Default listed in Section B above, no additional cure period shall be provided and the non-breaching Party shall be excused from further performance under this Agreement and may, at its option, terminate the Agreement, institute legal proceedings pursuant to this Agreement and shall have such remedies as are set forth in Section 13.03 below, or any remedy at law or in equity.

Section 13.02. Withholding of Permits. If a Default occurs by County, City shall have the right to refuse to issue any approvals on Future Project Applications. This provision is besides and in addition to any other allowable actions that City may take to enforce the conditions of the Project Approvals.

Section 13.03. Remedies.

A. If County is in Default in its performance, City shall provide notice and an opportunity to cure pursuant to Section 13.01 of this Agreement. If the City wishes to terminate the Agreement, the City shall notify the County of its intent to terminate under Government Code § 65868 and the VMC.

B. City and County agree that if Default occurs by either Party, the Parties intend that the primary remedy shall be specific performance of this Agreement. A claim by a Party for actual monetary damages may only be considered if specific performance is not granted by the Court.

C. Besides any other rights or remedies, either Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements, to enjoin any threatened or attempted violation, or to obtain any other remedies consistent with the purpose of this Agreement. Any such legal action shall be brought in the Superior Court for Solano County, California.

Section 13.04. Enforced Delay; Extension of Time of Performance. Subject to the limitations set forth below, performance by either party shall not be deemed in default, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of terrorism; acts of the public enemy; epidemics; quarantine restrictions;

freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other Party; or acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City). An extension of time for any such cause shall be for the period of the enforced delay and shall run from the time of the commencement of the cause (but shall not exceed a cumulative total of two (2) years), if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. The Parties agree that the commencement of any litigation concerning this Agreement, the Ordinance approving this Agreement or the Existing Project Approvals shall constitute cause for an extension of time for performance of obligations under this Agreement up to a maximum of two (2) years, and that the Initial Term of this Agreement shall be automatically extended for the period such litigation is pending (subject, however, to the two (2) year maximum extension).

Section 13.05. Resolution of Disputes. Regarding any dispute involving the Project, resolution of which is not provided for by this Agreement or Applicable Law, County shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 13.05 shall be interpreted as requiring County and City and/or City's designee agree regarding those matters being addressed, nor shall the outcome of these meetings be binding on City or County unless expressly agreed to by the parties to such meetings.

ARTICLE 14. INDEMNITY AND INSURANCE

Section 14.01. County to indemnify City.

A. County agrees to defend, indemnify, and hold harmless the City of Vallejo, its officers, agents, employees, and independent contractors (collectively, "*City Indemnitees*") from any and all claims, actions or proceedings brought against any of the foregoing individuals or entities, seeking to attack, set aside, void or annul any Existing Project Approvals, Future Project Approvals, or related decision, or the processing or adoption of the EIR which relate to the approvals. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval(s) of the application or any related decisions, whether or not there is concurrent, passive or active negligence on the part of the City Indemnitees.

B. County shall also indemnify and hold the City Indemnitees free and harmless from any liability whatsoever, (i) based or asserted upon any negligent or intentional act or omission of the County, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (the Developer's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with the Property or arising from the activities contemplated under this Agreement, save and except claims for damages arising through the gross negligence or willful misconduct of the City, or (ii) arising out of an event of Default by County. The County shall defend, at its expense, including attorneys' fees, the City Indemnitees in any legal action based upon such alleged acts or omissions.

C. County shall also shall indemnify and hold the City, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of the County, its officers, agents, employees, subcontractors and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to hazardous or toxic materials, industrial hygiene, or environmental conditions created by the County or its officers, agents, employees, contractors, subcontractors and independent contractors on, under or about the Property, including, but not limited to, soil and groundwater conditions, and the County shall defend, at its expense, including attorneys' fees, the City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission.

D. City agrees to act reasonably to promptly notify the County of any claim, action, or proceeding arising out of County's obligations pursuant to this Section 14.01 and provide County access to City records and/or files to defend against such claims, actions or proceedings. At its sole discretion, the City may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Section.

Section 14.02. City to Indemnify County. City agrees to defend and indemnify the County, its agents, officers and employees (collectively referred to in this paragraph as "*County Indemnitees*") from any claim, action or proceeding against the County Indemnitees, arising out of the acts or omissions of the City in the performance of this Agreement or (ii) arising out of an event of Default by City. At its sole discretion, the County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve the City of any obligation imposed by this Section. The County shall notify the City promptly of any known claim, action or proceeding and cooperate fully in the defense. For purposes of this Section, City's performance under this Agreement includes Future Project Applications or related decisions, but only to the extent the City Council unilaterally modifies or imposes additional conditions on County-initiated applications prior to approving Future Project Application, after the County has protested the modification or condition in writing.

Section 14.03. Insurance Requirements.

A. During any period of construction of public improvements within the City right-of-way, the County shall procure and maintain, or cause its contractor(s) to procure and maintain, for the duration of this Agreement commercial general liability insurance, workers compensation, and other types of insurance in limit amounts and on such forms that may be required by the City in its reasonable discretion and then commonly available in the commercial insurance marketplace. County's insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-:VII or a rating otherwise approved by the County Counsel in his or her sole discretion. County shall furnish at City's request appropriate certificate(s) of insurance evidencing the insurance coverage required by City, and the City Parties shall be named as additional insured parties under the required policies. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change,

cancellation or termination (ten (10) days advance notice in the case of cancellation for nonpayment of premiums) where the insurance carrier provides such notice to the County. Coverage provided by the County shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City and its insurers, if such waiver is available in the commercial insurance marketplace. County shall include or cause its contractor(s) to include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverage for contractors and subcontractors shall be subject to all the requirements stated above.

ARTICLE 15. MISCELLANEOUS PROVISIONS

Section 15.01. Incorporation of Recitals, Exhibits and Introductory Paragraph. The Recitals in this Agreement, the introductory paragraph preceding the Recitals and the attached Exhibits are incorporated into this Agreement as if fully set forth.

Section 15.02. Severability. If any term or provision, or applying any term or provision to a situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or applying this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision, or applying such provision to a situation, is held to be invalid, void or unenforceable, the Party adversely affected may (in its sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other Party.

Section 15.03. Construction. Each reference in this Agreement to this Agreement or the Existing Project Approvals or Subsequent Project Approvals shall be deemed to refer to the Agreement, Existing Project Approvals or Subsequent Project Approval as it may be amended from time to time, whether or not the reference refers to such possible amendment. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement. This Agreement has been reviewed and revised by legal counsel for both City and County, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; (v) "include," "includes" and "including" are not limiting and shall be construed as if followed by the words "without limitation," and (vi) "days" means calendar days unless provided otherwise.

Section 15.04. Covenants Running with the Land. All of the provisions in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Property or Project, or any interest, whether by operation of law or in any manner. All of the provisions in this Agreement shall be enforceable as equitable servitudes and shall

constitute covenants running with the land under California law including California Civil Code section 1468. Each covenant to act or do not act benefits or a burden upon the Private Purpose Areas runs with the Private Purpose Areas and is binding upon County and each successor or assign of County during developing such Private Purpose Areas of the Project.

Section 15.05. Entire Agreement, Counterparts and Exhibits. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. This Agreement, with the attached Exhibits, constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties regarding all or any part of the matter.

Section 15.06. Recordation of Agreement. Under California Government Code section 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Solano.

Section 15.07. No Joint Venture or Partnership. It is understood and agreed to by and between the parties that: (i) City has no interest or responsibilities for, or duty to, third parties concerning any public improvements until such time, and only until such time, that City accepts the same under this Agreement or for the various Existing Project Approvals or Subsequent Project Approvals; (ii) County shall have full power over and exclusive control of the Project described, subject only to the limitations and obligations of County under this Agreement, the Existing Project Approvals, Subsequent Project Approvals, and Applicable Law; and (iv) City and County renounce the existence of any form of agency relationship, joint venture or partnership between City and County except as set forth in this Agreement.

Section 15.08. Waivers. All waivers of this Agreement shall be in writing and signed by the appropriate authorities of City and County.

Section 15.09. California Law. This Agreement shall be construed and enforced under the laws of California.

IN WITNESS WHEREOF, this Agreement has been entered into by and between County and City as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

COUNTY:

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

By: _____
Birgitta Corsello, County Administrator

Date Signed: _____

APPROVED AS TO FORM:

By: _____
County Counsel

CITY:

City of Vallejo, a municipal corporation

By: _____
Daniel E. Keen, City Manager

Date Signed: _____

APPROVED AS TO FORM:

By: _____
Claudia Quintana, City Attorney

ATTEST:

By: _____
City Clerk

APPROVED AS TO INSURANCE REQUIREMENTS

By: _____
Darrell Handy, Risk Manager

EXHIBIT A

Site Plan

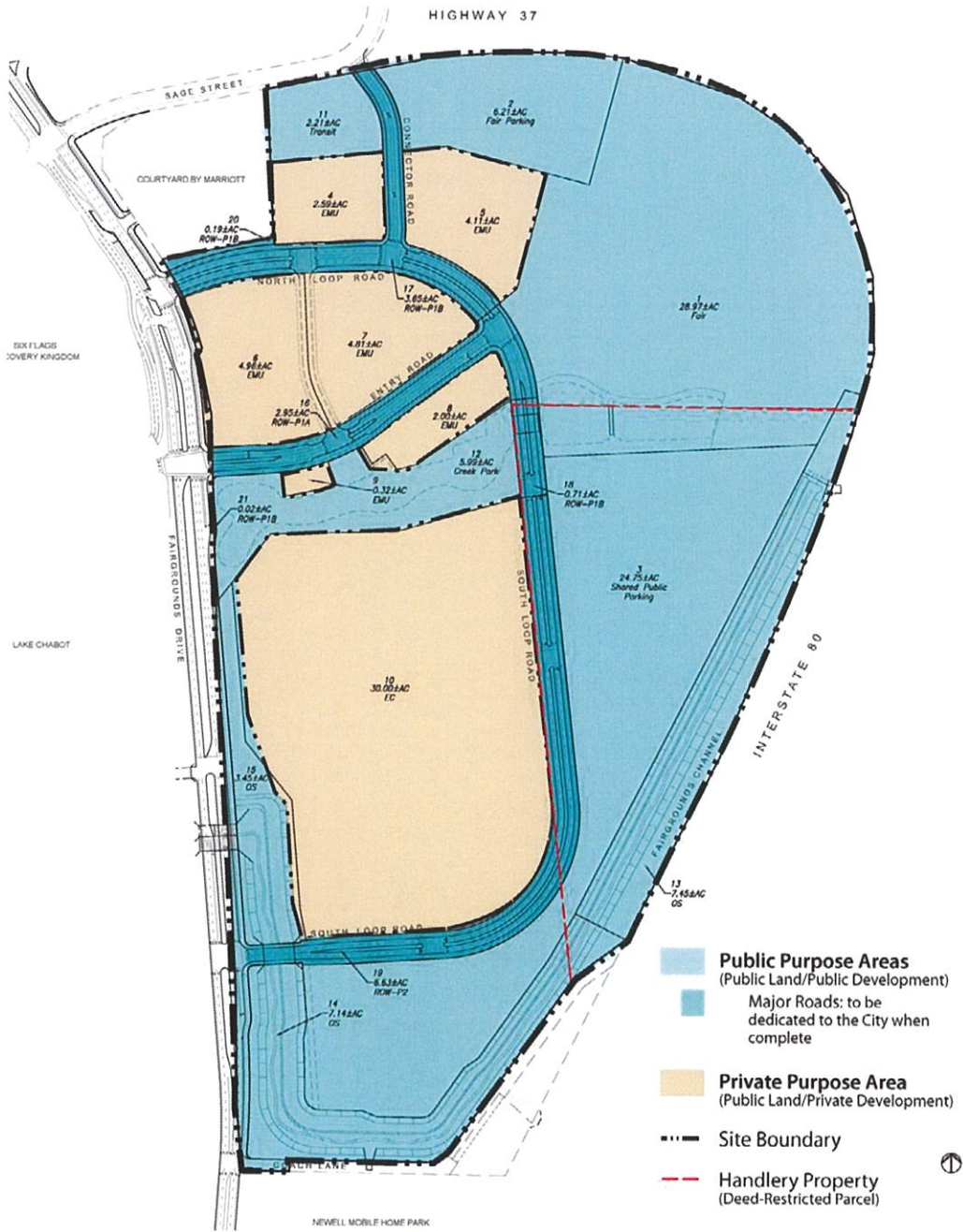


EXHIBIT B

List of Taxes, Assessments, Fees and Exactions

EXHIBIT C

City Annual Revenue Sharing Percentage of City Available Revenue (Property Taxes (including Secured and Unsecured) Property Tax In-Lieu of VLF), Sales and Use Taxes (excluding Measure B), Utility Users Taxes, and Business License Taxes; Estimated City Annual Revenue Sharing Payments

FISCAL YEAR	CITY ANNUAL REVENUE SHARING PERCENTAGE OF AVAILABLE CITY REVENUES	ESTIMATED CITY ANNUAL REVENUE SHARING PAYMENT
2013-14	63%	\$ -
2014-15	63%	\$ -
2015-16	63%	\$ 155,076
2016-17	97%	\$ 452,417
2017-18	97%	\$ 493,258
2018-19	97%	\$ 632,080
2019-20	97%	\$ 680,066
2020-21	97%	\$ 1,020,606
2021-22	97%	\$ 1,171,242
2022-23	55%	\$ 681,583
2023-24	55%	\$ 691,865
2024-25	55%	\$ 696,123
2025-26	55%	\$ 704,024
2026-27	55%	\$ 702,407
2027-28	55%	\$ 753,477
2028-29	55%	\$ 764,171
2029-30	55%	\$ 876,834
2030-31	55%	\$ 915,679
2031-32	55%	\$ 1,016,142
2032-33	55%	\$ 1,135,902
2033-34	55%	\$ 1,209,165
2034-35	55%	\$ 1,292,669
2035-36	55%	\$ 1,315,806
2036-37	55%	\$ 1,315,087
2037-38	55%	\$ 1,367,233
2038-39	55%	\$ 1,377,657
2039-40	55%	\$ 1,376,054
2040-41	55%	\$ 1,374,663
2041-42	55%	\$ 1,373,473
2042-43	55%	\$ 1,372,476
2043-44	24%	\$ 598,544
2044-45	24%	\$ 598,266
2045-46	24%	\$ 598,060
2046-47	24%	\$ 597,925
2047-48	24%	\$ 597,857
2048-49	24%	\$ 597,852
2049-50	24%	\$ 597,909
2050-51	24%	\$ 598,026
2051-52	24%	\$ 598,198
2052-53	24%	\$ 598,425
2053-54	24%	\$ 598,704
2054-55	24%	\$ 599,034
2055-56	24%	\$ 599,412
2056-57	24%	\$ 599,838
2057-58	24%	\$ 600,308
2058-59	24%	\$ 600,823
2059-60	24%	\$ 601,380
2060-61	24%	\$ 601,978
2061-62	24%	\$ 602,616
2062-63	24%	\$ 603,293
Total Estimated City Payments		\$38,905,684

EXHIBIT D

Project Infrastructure Schedule

Infrastructure Schedule

INFRASTRUCTURE IMPROVEMENT	PHASE	ESTIMATED COST	COMMENCE CONSTRUCTION¹
Initiate demolition	1A/1B	\$888,000/\$15,000	5 years/10 years
Initiate remedial grading	1A/1B	\$1,140,000/\$120,000	5 years/10 years
Initiate mass grading	1A/1B	\$738,000/\$353,000	5 years/10 years
Begin construction of water feature	1A/1B	\$758,000/\$1,009,000	5 years/10 years
Begin construction of Entry Road - Fairgrounds Drive to North Loop Road	1A	\$1,954,000	10 years
Begin construction of South Loop Road – Entry Road to Phase 1A limit (intersection improvements)	1A	\$243,000	10 years
Begin construction of North Loop Road – Entry Road to Fairgrounds Drive	1A	\$1,683,000	10 years
Begin construction of South Loop Road – Phase 1A limit to Phase 1B limit	1A	\$392,000	10 years
Begin construction of Connector Road – North Loop to Sage Street	1B	\$688,000	10 years

Phase 2 and Phase 3 infrastructure schedules will be determined at the time Phase 2 and Phase 3 financing is determined by the Parties pursuant to the terms of the Development Agreement.

¹ Commence Construction refers to the number of years following the first Phase 1 Project Financing provided all necessary permits have been obtained.

CITY OF VALLEJO PLANNING COMMISSION

RESOLUTION NO. PC 13-08

RESOLUTION OF THE VALLEJO PLANNING COMMISSION
CONDITIONALLY APPROVING VESTING TENTATIVE MAP #13-0001
FOR THE SOLANO360 PROJECT

BE IT RESOLVED by the Planning Commission of the City of Vallejo as follows:

I. GENERAL FINDINGS

WHEREAS, the County of Solano ("County"), the City of Vallejo ("City"), and the Solano County Fair Association ("Fair Association") have jointly prepared the Solano360 Specific Plan ("Plan") to facilitate the redevelopment of the Solano County Fairgrounds, a 149.1 acre property owned by Solano County and located at the crossroads of Interstate 80 and State Route 37 in Vallejo, CA; and

WHEREAS, the County has submitted an application for a Vesting Tentative Map, prepared by MacKay and Soms, dated April 3, 2013 to subdivide the Plan Area into 23 parcels to facilitate physical improvement and future leasing of the property consistent with the Plan; and

WHEREAS, City staff has reviewed the Vesting Tentative Map and has determined that the map is in conformance with Title 15 Subdivisions of the Vallejo Municipal Code; and

WHEREAS, staff recommends that the proposed Vesting Tentative Map be approved subject to the attached conditions of approval, herein provided as Exhibit A to this Resolution; and

WHEREAS, on April 29, 2013, a duly noticed public hearing was held by the Planning Commission on the project; and

WHEREAS, after hearing all qualified and interested persons and receiving and considering all relevant evidence, the Planning Commission finds and determines as follows:

II. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

The Planning Commission finds that on the basis of the whole record before it, the City of Vallejo, as a local agency, acknowledges that a Final Environmental Impact Report (FEIR) for the project has been prepared by the County and circulated for public review. The FEIR concluded that the project would result in impacts that can be mitigated to a level of insignificance, and impacts that are significant and unavoidable. The Solano County Board of Supervisors certified the FEIR and approved the Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations on February 26, 2013.

III. FINDINGS RELEVANT TO APPROVING THE VESTING TENTATIVE MAP

Section 1. The Planning Commission finds that the County has submitted an application for a Vesting Tentative Map, pursuant to the City of Vallejo Municipal Code Chapter 15.10 Vesting Tentative Maps for the creation of legal parcels.

Section 2. The Planning Commission finds, based on the facts contained in the staff report incorporated herein by this reference, and given the evidence presented at the public hearing, and subject to the conditions attached to this resolution, that:

1. The Vesting Tentative Map is consistent with the Solano360 Specific Plan and is therefore consistent with the goals and policies of the Vallejo General Plan
2. The Vesting Tentative Map is consistent with the Solano360 Specific Plan and therefore in conformance with the zoning ordinance.
3. The Vesting Tentative Map is consistent with Title 15 of the Vallejo Municipal Code and is therefore consistent with the Subdivision Map Act.

IV. RESOLUTION APPROVING VESTING TENTATIVE MAP #13-0001 FOR THE SOLANO360 SPECIFIC PLAN

NOW, THEREFORE, LET IT BE RESOLVED that the Planning Commission hereby APPROVES Tentative Map #13-0001 for a Vesting Tentative Map, herein provided as Exhibit B to Attachment 3, that would allow the creation of 23 parcels of property identified as the Solano360 Specific Plan Area, based on the findings contained in this Resolution and subject to the Conditions of Approval herein provided as Exhibit A to Attachment 3.

V. VOTE

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Vallejo, State of California, on the 29th day of April 2013, by the following vote to-wit:

AYES: 4
NOES: 1
ABSENT: 1
ABSTENTION: 1



KENT PETERMAN, CHAIRPERSON
City of Vallejo Planning Commission

Attest:


ANDREA J. OUSE, AICP, SECRETARY

SOLANO360 TENTATIVE MAP #13-0001

CONDITIONS OF APPROVAL/PROJECT REQUIREMENTS

The following conditions of approval/project requirements shall apply to Tentative Map #13-0001, the "Solano360 Vesting Tentative Map" prepared by MacKay & Soms, dated April 3, 2013. Development has not been considered or approved as part of this Tentative Map. Such development will be considered and conditioned, if at all, as part of future development permits or other appropriate entitlement. ~~Conditions of approval related to future parcel development shall only apply to those parcels designated for private purpose identified as Parcels 5-16 on the Tentative Map, and shall not apply to parcels designated for public purpose identified as Parcels 1-4.~~ ***(Language deleted at the request of Commissioner Kinney.)***

Due to the proposed phasing of the project, multiple Final Maps may be filed.

A. PLANNING DIVISION

1. Submit a numbered list to the Planning Division stating how each condition of project approval contained in this report will be satisfied. The list should be submitted to the Planning Manager who will coordinate the Project.
2. All future development projects and proposals are subject to the requirements of the Solano360 Specific Plan including but not limited to a Planned Development Unit Plan.
3. Improvement projects inconsistent with the Solano360 Specific Plan may require a Specific Plan Amendment and shall be referred to the Solano360 Committee for interpretation.
4. Certified Environmental Impact Report (EIR) Mitigation Measures for the Solano360 Specific Plan, pursuant to the California Environmental Quality Act (CEQA), are incorporated by reference as a condition of approval for this Project.
5. The approval of the Vesting Tentative Map or Final Map shall not constitute the approval of the construction of any improvements on the private parcels within the Project area boundaries.

B. BUILDING DIVISION

6. All improvements, repairs, and new construction shall require a building permit as required by the 2010 California Building Code.

C. PUBLIC WORKS**Prior to Final Map(s) Approval**

7. Solano County or any subsequent Master Developer ("Solano County") shall submit a final map prepared by a qualified registered civil engineer or Land Surveyor that is in compliance with the Subdivision Map Act and Vallejo Municipal Code (VMC) for review

and approval. Submit preliminary title report and all pertinent documents for map review.

8. Solano County shall dedicate on the Final Map at no cost to the City all of the required additional right of way for the construction of offsite Fairgrounds Drive improvements as part of the Project's fair share contribution to the Redwood Parkway Improvement Project.
9. Solano County shall submit master address map for review and approval by the City Engineer.
10. Solano County shall dedicate on the Final Map or by separate deed at no cost to the City all of the required public utility easements required for public improvements.
11. Solano County shall establish, financing mechanisms for funding the construction of public improvements for the Project.
12. City or Solano County may establish an improvement district in accordance with Chapter 14.44 of the VMC or a similar funding mechanism, including but not limited to a Community Facilities District.
13. Solano County shall comply with the Certified Environmental Impact Report (EIR) Mitigation Measures-Transportation and shall provide evidence of compliance consistent with the terms of Transportation including the timing as established by the improvement Phasing Schedule and type of improvements.
14. Solano County shall submit a mass grading plan together with a comprehensive geotechnical investigation report for this project for review. An independent soils and geotechnical review of the Project may be required by the City Engineer. The City and County agree to jointly select the soils engineer with the cost of the review to be borne by Solano County. Mass grading plan shall show dirt distribution, cut and fill, over excavation import and export quantities and any other details needed for mitigation of soft underlain materials, liquefaction, expansive soil, etc. for further review.
15. Solano County shall submit with the Final Map of the subdivision grading and erosion control plans, street improvement plans and trench utility and street light plans, and landscaping, irrigation and fencing plans. The Final Map submittal must be complete with all supporting documentations and pertinent reports.
16. Prior to each Final Map, Solano County will submit Provision C.3 requirements for the Project pursuant to the City's Municipal Regional Stormwater NPDES Permit (MRP). The submittal shall be detailed pursuant to the Stormwater Control Plans (SWCP) and Low Impact Design (LID) treatment options in the MRP.
17. Solano County shall submit a stormwater quality management plan to City for review and approval by the City Engineer pursuant to MM HYD-2a and MM HYD-2b of the Final Environmental Impact Report, Solano360 Specific Plan, dated February 26, 2013 (FEIR).

18. Solano County shall submit a Landscape and Irrigation Plan for each phase of street improvement to the City in compliance with VMC Chapter 16.70 for review and approval by the City Planning Manager and City Engineer. Solano County shall follow the City's requirements for low-water using and drought-resistant plant materials. Solano County shall incorporate water conservation practices pursuant to the 2010 California Building Code, 2010 Green Building Standards Code, and the applicable VMC in effect at the time, and the City's Water Management Plan. Water conservation practices shall include the installation of low-flow water devices.
19. If required by the County of Solano, prior to approval of the Final Map submit a draft copy of the Covenants, Conditions and Restrictions (CC&Rs) for the Project. The CC&Rs are subject to review and approval of the Planning Manager, Public Works Director, and the City Attorney.
20. Submit street names to Public Works Department for review and approval by City's Fire, Police, and Public Works departments and U.S. Postal Service.
21. Solano County shall provide copies of the recorded Final Map to the City at no cost to the City.
22. Solano County shall pay to City map checking fees based on the City's fee schedule in existence at the time of approval as set forth in the Development Agreement (DA).
23. Prior to construction of either Phase 2 or 3 of the Solano360 Specific Plan, all traffic and intersection operations shall be funded and mitigated including widening of the Fairgrounds Drive and the two interchanges as identified in the Solano Transportation Authority's (STA) Comprehensive Transportation Plan. The Project's frontage improvements from Sage Street to Coach Lane at the ultimate widened Fairgrounds Drive location shall be designed and constructed prior to implementing Phases 2 or 3 of the Solano360 Plan.
24. Solano County shall provide funding to mitigate their fair share of any adverse impact on the existing storm drain culvert under Fairgrounds Drive that will result from drainage flows from the Project to the satisfaction of the City Engineer and Vallejo Sanitation and Flood Control District (VSFCD).

Grading

25. Prior to issuance of grading permit by the City, Solano County shall obtain permits from resource agencies (e.g., Corps of Engineers, Fish & Game, etc.) if required for this Project.
26. Solano County shall submit on-site grading, improvements, utility and landscaping plans for review and approval and construction to the satisfaction of City Engineer.
27. During Project construction, grading and slope preparation activities shall be conducted under the supervision of a Registered Geotechnical Engineer or Certified Engineering Geologist and any design modifications necessitated by changes in field conditions shall be reviewed and approved by the City Engineer.

28. Prior to grading any parcel within the 100 year flood zone, Solano County shall apply to Federal Emergency Management Agency (FEMA) for a Letter of Map Revision (LOMR). If FEMA requires levee certification for the existing levee or if a new levee has not been built and certified at the time of LOMR application, then Solano County shall obtain said certification.
29. Grading activities shall be scheduled to avoid soil disturbance during the rainy season unless approved by the City Engineer or appropriate regulatory authority and conducted in conformance with the applicable SWPP and any applicable ordinances and requirements.
30. Before grading is concluded, a positive gradient away from the slopes must be established to carry the runoff away from the slopes to areas where erosion and sedimentation can be controlled.
31. The Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to the City Engineer for approval. Construction-related erosion and sedimentation control measures shall be incorporated in a comprehensive erosion control plan to be reviewed and approved by the City prior to the issuance of a grading permit. Solano County shall obtain a Waste Discharge Identification Number (WDID #) prior to issuance of a grading permit by the City.
32. During construction, it shall be the responsibility of Solano County's contractor to provide for safe traffic control in and around the site. This may include but not be limited to signs, flashing lights, barricades and flag persons. If required by the City a traffic control plan shall be submitted for review and approval by the City Traffic Engineer.
33. During each phase of construction, interim erosion controls measures shall be implemented, such as water bars, mulching of exposed slopes, installation of temporary culverts, rock slope protection, sediment traps, silt fences and/or straw wattles consistent with the City's Municipal Regional Stormwater NPDES Permit, as may be demonstrated in the Association of Bay Area Governments Manual of Standards for Erosion and Sedimentation Control Measures or the San Francisco Bay Region Regional Water Quality Control Board Erosion and Sediment Control Field Manual.
34. In locations underlain by expansive soils and/or non-engineered fill, the designers of proposed building foundations and improvements (including sidewalks, roads, and utilities) shall consider these conditions. The design-level geotechnical investigation shall include measures to ensure that potential damage related to expansive soils and non-uniformly compacted fill are corrected. Options to correct these conditions may range from removal of the problematic soils and replacement, as needed, with properly conditioned and compacted fill, to design and construction of improvements to withstand the forces exerted during the expected shrink-swell cycles and settlements.
35. Solano County shall submit a Best Management Practice (BMP) design for each storm drain outfall that discharges to the Project's Water Feature to the City Engineer for approval.

Landscaping

36. Landscaping, irrigation and fencing shall be installed pursuant to the Solano360 Specific Plan. Fence design and location shall be approved by the City Engineer and Planning Manager.
37. Solano County shall submit line of sight traffic plans for all intersections for review and approval by the City Traffic Engineer. Line of sight at all streets shall be clear of any proposed slopes, landscaping or other obstructions.
38. Prior to acceptance of the Project, the Project's landscape architect shall perform a complete and thorough field review of the landscape irrigation and planting within the Project and provide the City Engineer in writing a certificate that all landscaping, planting, and irrigation within the Project is in full compliance with the City ordinances and guidelines and approved landscape, planting and irrigation plans. At the end of twelve month warranty period, the Project's landscape architect shall evaluate each open space parcels to assure that 75% of the planted vegetation has been established on the slopes.

General

39. Solano County shall install curb and gutter on the Sage Street frontage of the Solano County owned parcel number 0052-240-530 commencing from its common property line from the existing improvements to the commencement of Caltrans right-of-way. Such improvements shall be completed as part of Phase 2.
40. Before Solano County proceeds to construct either Phases 2 or 3 of the Solano360 Plan, as described in the November 9, 2012 DEIR-Solano360 Specific Plan documents, all cumulative freeway traffic and intersection operations shall be mitigated by construction of the Redwood Parkway/Fairgrounds Drive improvement project at the two interchanges as identified in the STA's Comprehensive Transportation Plan.
41. Solano County shall install fence and concrete band to demarcate the property line between the Coach Lane and the drainage channel as required by the City Engineer.
42. Design and construction of the private and public improvements, e.g., streets and utility improvements, shall be in accordance with City Regulations and Standard Specifications and Standard Drawings for Public Improvements in effect at the time of construction (City Standards).
43. Roadway grades shall conform to City Standards.
44. Provide bus turn-outs for all bus stop locations and shall conform to City Standards.
45. Design and construction of all bridges shall meet Caltrans standard in effect at the time of construction.
46. Street lights for this Project shall be pursuant to the Solano360 Specific Plan, or as approved by City Engineer.

47. Roadway sections, pursuant to the Solano360 Specific Plan, all traffic signals, signage and striping shall comply with City Standards.
48. Vertical and horizontal alignment of all streets shall conform to City Standards.
49. Solano County shall comply with the "City of Vallejo Complete Street Policy" as specified in Resolution No. 12-155 N.C. adopted on November 13, 2012 and as it may be amended.
50. Once the Project public improvements are accepted by the City as public rights-of-way, they are not to be used for staging building construction activities, including but not limited to, storage of construction material and equipment. The street and sidewalks must be kept free of construction debris, mud and other obstacles and must remain open to traffic at all times.
51. All existing overhead utility wires through and fronting the subdivision shall be undergrounded by Solano County at no cost to the City.

PUBLIC WORKS (STANDARD CONDITIONS)

52. **HOW PROJECT CONDITIONS SATISFIED.** Prior to building permit issuance, submit a numbered list to the Planning Division stating how each condition of project approval contained in this report will be satisfied. The list should be submitted to the Planning Division.
53. **PUBLIC IMPROVEMENT STANDARDS.** All public improvements shall be designed to City of Vallejo standards and to accepted engineering design standards. The City Engineer has all such standards on file and the Engineer's decision shall be final regarding the specific standards that shall apply. (City Standards).
54. **IMPROVEMENT PLANS.** Prior to building permit submittals, submit three sets of plans to the Department of Public Works for plan check review and approval. (Improvement or civil plans are to be prepared by a licensed civil engineer) Plans are to include, but may not be limited to, grading and erosion control plans, improvement plans, joint trench utility, street light plans, and landscaping, irrigation and fencing plans and all supporting documentation, calculations and pertinent reports. (City Standards Section 1.1.7-A).
55. **GRADING.** Prior to issuance of grading permit, submit a soils report for review. An independent soils and geological review of the project may be required. The City shall select the soils engineer with the cost of the review to be borne by the Solano County. Site grading shall comply with City Municipal Code. (VMC Chapter 12.40).
56. **LINE OF SIGHT CRITERION.** In design of grading and landscaping, line of sight distance shall be provided based on Caltrans standards in effect at the time. Installation of fencing, signage, above ground utility boxes, etc. shall not block the line of sight of traffic and must be set back as necessary. (VMC Section 10.14).
57. **ON-SITE SOILS ENGINEER.** During grading operations, the project geologist or soils engineer or their representative and necessary soils testing equipment must be

present on site. In the absence of the soils engineer or his representative on site, the Department of Public Works shall shut down the grading operation. (VMC Section 12.40.080).

58. DUST AND EROSION CONTROL. All dust and erosion control shall be in conformance with City standards and ordinances. (VMC Sections 12.40.050 and 12.40.070).
59. COMPACTION TESTS. Prior to building permit issuance or acceptance of grading, compaction test results and certification letter from the project soils engineer and civil engineer confirming that the grading is in conformance with the approved plans must be submitted to the Department of Public Works for review and approval. Test values must meet minimum relative compaction recommended by the soils engineer (usually at least 90 percent). (VMC Section 12.40.070-R).
60. DRIVEWAY STANDARDS. Entrances to any private project must be standard driveway approaches unless deviation is permitted by the City Engineer. (VMC Section 10.04.260).
61. STREET EXCAVATION PERMIT. Obtain a street excavation permit from the Department of Public Works prior to performing any work within City streets or rights-of-way, or prior to any cutting and restoration work in existing public streets for utility trenches. All work shall conform to City standards. (VMC Chapter 10.08).
62. ENCROACHMENT PERMIT. Prior to building permit issuance, obtain an encroachment permit from the Department of Public Works for all work proposed within the public right-of-way. (VMC Chapter 10.16).
63. TRAFFIC CONTROL PLAN. Prior to start of construction; submit a traffic control plan to the Department of Public Works for review and approval. (CA MUTCD).
64. COORDINATION OF CONSTRUCTION INSPECTION. Construction inspection shall be coordinated with the Department of Public Works and no construction shall deviate from the approved plans. (City Standards Sections 1.1.4 and 1.1.5).
65. PLAN CHANGES. The Project design engineer shall be responsible for the project plans. If plan deviations are necessary, the Project engineer must first prepare a revised plan or details of the proposed change for review by the City Engineer and, when applicable, by Vallejo Sanitation and Flood Control District. Changes shall be made in the field only after approval by the City Engineer. At the completion of the Project, the design engineer must prepare and sign the "as built" plans. (City Standards Section 1.1.9).
66. BONDS AND FEES. Prior to approval of construction plans, provide bonds and pay applicable fees. Bonding shall be provided to the City in the form of a "Performance Surety" and a separate "Labor and Materials Surety" in amounts stipulated by VMC, Section 15.12.090 and fees shall be the amount in effect, pursuant to implementing resolution at the time.

67. **INSTALL IMPROVEMENTS.** Prior to occupancy/final building inspection, install the improvements required by the Department of Public Works including but not limited to streets and utilities.
68. **SIDEWALK REPAIR.** Prior to occupancy/final building inspection, remove and replace any broken curb, gutter, sidewalk or driveway approach as directed in the field by the City Engineer. (VMC Chapter 10.04).
69. **FLOOD PROTECTION.** The Project is within the 100-year flood zone. Prior to obtaining grading permit, apply to FEMA for a Conditional Letter of Map Revision (CLOMR). Prior to obtaining building permit, apply to FEMA for a Letter of Map Revision (LOMR). Prior to obtaining certificate of occupancy or acceptance by the City, whichever is applicable, obtain an approved Letter of Map Revision from FEMA. It will take FEMA at least 90 days to obtain CLOMR or LOMR. FEMA can be contacted at telephone (510) 627-7184, or Mr. Jack Eldridge, Chief, National Flood Insurance Program Branch, FEMA, Region IX, 1111 Broadway Street, Suite 1200, Oakland, CA 94607-4052. (VMC Chapter 7.98 - Flood Damage Protection).
70. **STREET TREES.** Prior to release for occupancy, plant required street trees in accordance with the Solano360 Specific Plan. Street tree(s) shall be inspected by Public Works Landscape Inspector prior to release for occupancy. (VMC Section 15.06.190 and City Standards Section 3.3.48).
71. **JOINT TRENCH.** Solano County shall provide joint trench plans for the underground electrical, gas, telephone, cable television and communications conduits and cables including the size, location and details of all trenches, location of all building utility service stubs and meters and placement or arrangements of junction structures as a part of the Improvement Plans submitted for the Project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer. (VMC, Sections 15.06.160 and 15.06.170).
72. **SIGNAL INTERCONNECT CABLES.** There are fiber optic and /or copper signal interconnect cables located at the edge of the roadway or under the sidewalk. The plans should address either the relocation of these cables or a note should be made of the cable location. A warning should be included on the plans stating that if the cable damaged, the entire length of the cable between the two nearest hubs will be replaced unless otherwise authorized by the City Engineer.

D. WATER DIVISION

73. **WATER SYSTEM PLANS.** All water system improvements shall be consistent with the Vallejo Water System Master Plan, 1985, prepared by Kennedy/Jenks Engineers as updated by Brown & Caldwell, 1996. Prior to Improvement Plan approval and building permit issuance, water system improvement plans shall be submitted to the Water Superintendent for review and approval, and shall contain at least:
 - a. Location and size of fire sprinkler service connection(s).
 - b. Location and size of domestic service connection(s).
 - c. Location and size of irrigation service connection(s).
 - d. Location of fire hydrants.

- e. Location of structures with respect to existing public water system improvements, such as mains, meters, etc.
 - f. Location and size of any new water mains.
 - g. Location and size of backflow prevention devices (required on water service connections to irrigation systems, certain commercial water users, and to commercial fire sprinkler systems, per City Ordinance 922 N.C. (2d).
74. **FIRE FLOW REQUIREMENTS.** Fire flow requirements of the Fire Department shall be complied with. Fire flow at no less than 25 psig residual pressure shall be available within 1,000 feet of any structure. One half of the fire flow shall be available within 300 feet of any structure.
75. **HYDRAULIC CALCULATIONS.** Prior to Improvement Plan approval and building permit issuance, hydraulic calculations shall be submitted to the Water Superintendent demonstrating that the fire flow requirements are complied with.
76. **FIRE PROTECTION SYSTEMS.** Fire hydrant placement and fire sprinkler system installation, if any, shall meet the requirements of the Fire Department. For combined water and fire services, the requirements of both the Fire Department and the Vallejo Water System Master Plan, with latest revisions, shall be satisfied.
77. **WATER EASEMENTS.** Easements shall be granted for all water system improvements installed outside the public right-of-way in the City's Standard Form for Grant of Water Line Easement with the following widths:
- a. 15 ft. wide (minimum) for water mains.
 - b. 10 ft. wide (minimum) for fire hydrants, water meters, backflow preventers, double detector check valves, etc.
 - c. Other facilities will be reviewed by the Water Division.
79. **WATER SERVICE BONDS AND FEES.** Water service shall be provided by the City following completion of the required water system improvements and payment of applicable fees. Performance and payment bonds shall be provided to the City of Vallejo prior to construction of water system improvements. Fees include those fees specified in the VMC including connection and elevated storage fees, etc., and fees for tapping, tie-ins, inspections, disinfection, construction water, and other services provided by the City with respect to the water system improvements.
80. **WATER SYSTEM INSTALLATION.** Prior to occupancy or final building inspection, install water system improvements as required. Backflow devices, where required, shall be installed in areas hidden from public view and/or shall be mitigated by landscaping.

PROJECT SPECIFIC CONDITIONS AND OTHER COMMENTS/CONDITIONS NOT COVERED BY THE STANDARD CONDITIONS LISTED ABOVE.

81. **General –** The proposed non potable water (NPW) mains that are shown in the proposed City streets shall be owned and maintained by Solano County. Solano County shall obtain an encroachment permit from the City for these NPW mains. The NPW mains shall have a minimum of 10 feet separation from the proposed City's

potable water mains and the NPW mains shall have different water valves and valve pots than the proposed potable water mains and be labeled as NPW.

82. Prior to the first Parcel or Final Map approval by the City for recording that proposed to use raw water, the City and Solano County shall enter into an agreement that addresses payment and use of the raw water from Lake Chabot and/or raw water from the City's Cal Pac main.
83. Phase 1A of the Solano360 Specific Plan—The proposed public potable water main in Entry Road shall not connect to the existing Solano County's private water system. (See comment 75 for the required hydraulic calculations to size the proposed public potable water main).
84. Prior to the construction of Phase 1B of the Solano360 Specific Plan by Solano County, payment shall be made to the City to relocate the existing master meter and BFD at the north end of the project to a location at Connector Road.
85. Phase 1B of the Solano360 Specific Plan, the proposed public potable water main in North Loop Road shall not connect to the existing Solano County's private water system. If a connection is required, as determined by fire, domestic and irrigation flow hydraulic calculations, then before Solano County proceeds to construct Phase 1B they shall pay the City for a new connection to Solano County's private water system.
86. Prior to the construction of Phase 2 or 3 of the Solano360 Specific Plan by Solano County, a comprehensive water study (master plan) shall be prepared and submitted to and approved by the Water Superintendent that addresses the potable water main size in Fairgrounds Drive from Coach Lane to Sage Street that connects to the existing 24-inch potable water mains at Sage Street and Coach Lane. In addition, the existing 12-inch potable water main in Coach Lane shall be extended to connect to the potable water main in Fairgrounds Drive.

E. VALLEJO SANITATION AND FLOOD CONTROL DISTRICT (VSFCD)

87. Prior to building permit issuance, submit complete improvement plans and supporting documentation for proposed sanitary sewage and storm drainage work to VSFCD for review and approval.
88. Prior to building permit issuance, a VSFCD Connection Permit is required. Pay all applicable review and connection fees.
89. All individual parcels shall drain and sewer directly to the public system.
90. Non-District facilities serving more than one lot will not be allowed.
91. The following information is needed for future site development projects:
 - a. All proposed and existing District facilities to serve the project. Provide site utility plan showing existing and proposed sanitary sewer and storm drain facilities, mains, laterals, connections, etc.
 - b. Required notes concerning District Master Plans and District Standards.

- c. Please show location of sanitary sewer and cleanout on site utility plan.
- 92. Comply with the current VSFCO regulations regarding improvement of existing offsite storm drains and/or sanitary sewer facilities.
- 93. VSFCO sanitary sewer or storm drains shall not be installed in the rear of any of the lots.
- 94. Prior to building permit issuance, provide an agreement establishing maintenance/repair responsibility among commercial parcels using common private storm or sanitary sewer systems.
- 95. Prior to occupancy/final building inspection, provide all weather access to District facilities for VSFCO maintenance vehicles. Backing more than 50 feet shall not be allowed.

STORM DRAIN

- 96. Prior to building permit issuance, submit grading and erosion control plans, to VSFCO for review and approval. Do not block drainage from adjacent lands.
- 97. The 100-year storm overflow pattern shall be shown on the grading plans. Provide a secondary (surface flow) drainage system to handle flows in excess of the capacity of the primary system (piped or channelized). The proposed building locations shall avoid this secondary path. Also, determine the 100-year storm tributary area. This may differ from the 15-year tributary area.
- 98. All storm drainage shall be collected onsite and conveyed underground to the public storm drain system.

SANITARY SEWER

- 99. Comply with VSFCO pretreatment requirements for sanitary sewage.
- 100. Prior to occupancy/final building inspection, provide a standard VSFCO cleanout at the right-of-way/easement line per District standards and a two-way cleanout at the building pursuant to the Uniform Plumbing Code.
- 101. The use of the existing private sanitary sewer main and/or lateral is conditioned upon passing a standard VSFCO air test.
- 102. Area within refuse enclosures shall drain to the sanitary sewer system. The outside perimeter of the trash enclosure shall be graded to prevent storm water from draining into the sanitary sewer system. The trash enclosure shall be covered with a roof or awning.
- 103. Prior to occupancy/final building inspection, provide a grease trap, sand trap, or interceptor.

STORM WATER QUALITY

104. Pretreatment of storm drainage water runoff is required pursuant to City's Municipal Regional Stormwater NPDES Permit Provision C.3., storm drainage runoff shall be conveyed over landscaped areas or otherwise treated, as feasible, before discharging into the public system. This is to improve the storm water quality leaving the site. The project architect or civil engineer should contact VSFCDC for possible design solutions and their impact on the design of the project.
105. No dumping drains to bay markings pursuant to District's requirements shall be installed at each storm water drain inlet.
106. All parcels shall be transferred with post construction storm water pollution prevention guidelines given to new owners. These guidelines shall be submitted with the improvement plans for review and acceptance for distribution as part of the improvement process.
107. Submit proof of NOI, Storm Water Pollution Prevention Plan, and Post Construction Best Management Practice Design Plan (see current VSFCDC Storm Water Management Plan Appendix 4B).
108. Grading and improvement plans shall include storm water pollution prevention plans for use during site development and building construction to mitigate impacts of this development. This plan shall include calculations, measures related to debris, refueling areas, disposal of excess materials, site cleanup; hazardous substance containment, street cleaning, catch basin cleaning, and other similar measures (see current VSFCDC Storm Water Management Plan Section 4.4.5).
109. Direct roof drainage across non-paved areas prior to entering storm drain inlets and gutter, when feasible.

RIGHT OF ENTRY/EASEMENTS

110. Prior to building permit issuance, Solano County shall grant VSFCDC a right-of-way (GRANT OF RIGHT OF ENTRY) to test and repair sanitary sewer laterals per VSFCDC Resolution No. 89-4210.
111. Offsite VSFCDC sanitary and/or storm drainage facilities shall be extended in proper easements as necessary.
112. VSFCDC pipeline facilities shall be located in 15 foot wide easements or street rights-of-way.

F. FIRE PREVENTION

113. All buildings, facilities, and improvements shall be accessible to Fire Department apparatus by way of approved access roadways.
114. Access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing 70,000 lbs. with an all-weather driving surface. The turning radius

shall be determined by the Fire Official. Please indicate on the Project plans the entire route of access in 1 inch equals 20 feet or 1 inch equals 10 feet scale, or as otherwise approved by the Fire Department.

115. Access roads shall have an unobstructed width of not less than 20' (16' for single residential) with a maximum grade of 15%. Access roads shall have a minimum of 13'-6" of vertical clearance, including trees, wires and overhead signs. Speed bumps or other vertical traffic calming devices are prohibited on routes of fire access.
116. Access roads that are fire lanes shall either be posted with permanent all-weather signs constructed and installed in accordance with the Fire Department Fire Lane Marking Standards and shall all have curbs painted red and a sign posted at each entrance. Contact the Fire Prevention Bureau for further information and design templates. Location of such area's shall be determined prior to final approval.
117. All access roads and fire hydrants shall be installed and maintained serviceable prior to and during combustible construction.
118. Please indicate the location of all fire hydrants on the plans. Fire Hydrants shall be located in accordance with the 2010 California Fire Code, Appendix C. Approved impact protection shall be installed as necessary to protect hydrants from vehicular damage.
119. Solano County shall be responsible for painting of hydrants, verifying street valves are fully opened and the placement of blue reflective dots prior to requesting a final inspection. Maintenance, inspection and testing of private hydrants are the responsibility of the property owner. Private hydrants shall be painted yellow.
120. Fire-flow requirements for buildings shall be in accordance with the 2010 California Fire Code Appendix B Table B105.1. Please indicate on the Project plan all fire flow requirements for this Project.
121. Underground fire service mains require a separate permit from the Fire Prevention Division. Please submit 2 sets of plans for the underground fire service main for review and approval by the Fire Official prior to installation requirements.
122. An inspector from the Vallejo Fire Department must be present during all testing procedures.

G. GENERAL CONDITIONS

123. Unless specifically provided otherwise herein, all references to the Final Map shall mean a map or maps prepared for recordation.
124. These conditions are for a phased project. If the phasing is changed, the City reserves the right to add, modify or remove conditions.
125. The conditions herein contained shall run with the property and shall be binding on the owner as described above, and all heirs, executors, administrators, and successors in interest to the real property that is the subject of this approval.

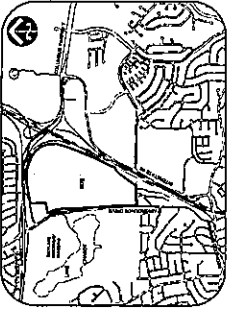
126. Solano County shall defend, indemnify, and hold harmless the City of Vallejo or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, the approval of this Project by the City. The City shall promptly notify Solano County of any action. The City may elect, in its discretion, to participate in the defense of any action.

VESTING TENTATIVE MAP SOLANO360 PROJECT

VESTING TENTATIVE MAP SOLANO 360

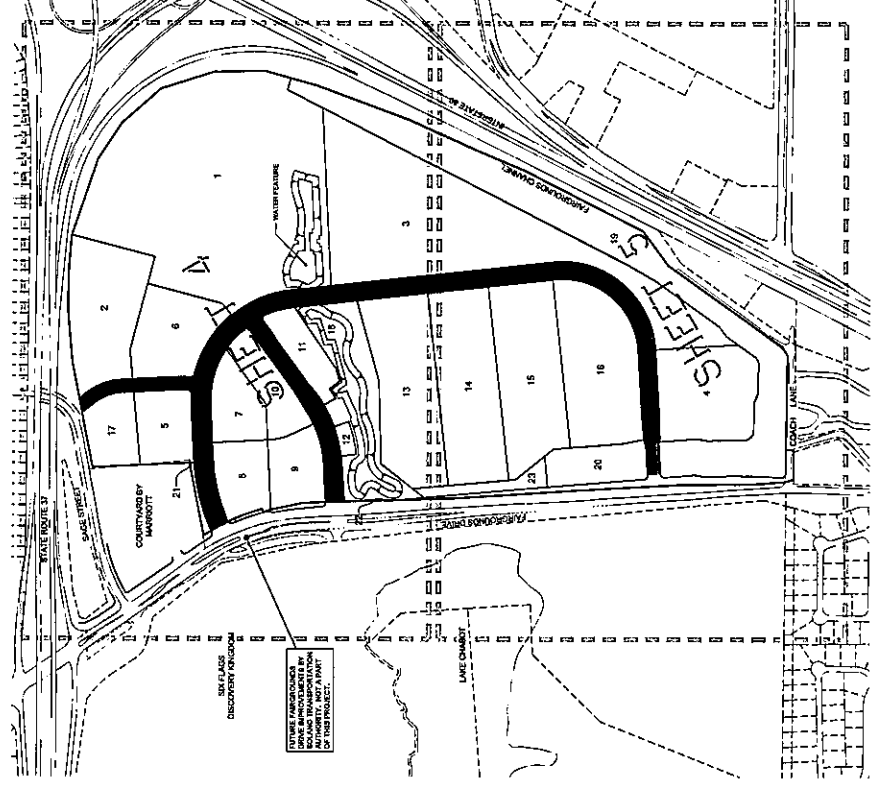
BEING A PORTION OF SECTION 5&6, T.3N., R.3W., M.D.B.&M.
CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA

APRIL 2013



GENERAL NOTES

- OWNER: A/S/P/C/V.E., SOLANO COUNTY, SOLANO COUNTY, VALLEJO, CA 94590
PROJECT: VESTING TENTATIVE MAP, SOLANO 360, VALLEJO, CA 94590
- CITY ENGINEER: MCKAY & SOMPS CIVIL ENGINEERS, INC., 1401 W. VENTURA STREET, SUITE 200, VALLEJO, CA 94590
PROJECT NO.: 13032
DATE: APRIL 2013
- GEOTECHNICAL ENGINEER: SERRANO ENGINEERING, INC., 3020 COLON CANYON PLACE, SUITE 200, SAN RAMON, CA 94583
CONTACT: TERRY WARRIOR (925) 946-8800
- BASE ELEVATION: 729.00 FEET (PER 1982 FLOOD CONTROL DISTRICT MAP, ELEVATION 729.00 FEET, 1/2" SCALE). ELEVATIONS ARE FROM THE ADJACENT SURFACE OF THE FLOOD CONTROL DISTRICT MAP. THE 1982 FLOOD CONTROL DISTRICT MAP IS THE AUTHORITY FOR THIS ELEVATION. THE 1982 FLOOD CONTROL DISTRICT MAP IS THE AUTHORITY FOR THIS ELEVATION. THE 1982 FLOOD CONTROL DISTRICT MAP IS THE AUTHORITY FOR THIS ELEVATION. THE 1982 FLOOD CONTROL DISTRICT MAP IS THE AUTHORITY FOR THIS ELEVATION.
- ADJACENT PARCEL NUMBER: 5304660, 5304666, 5304662
- PROPERTY AREA: 148.1 ACRES (UNRESERVED)
- EXISTING USE: FARM/INDUSTRIAL FACILITIES/ GOLF COURSE/ EQUESTRIAN/ TRACTORY/ DRINKING/ PARKING LOT
- PROPOSED USE: ENTERTAINMENT MEDIUM USE, ENTERTAINMENT COMMERCIAL, PARK, OPEN SPACE, TRAVEL, PARKING.
- TOTAL NUMBER OF LOTS: 23
- PORTIONS OF PROPERTY ARE SUBJECT TO FLOODING AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 17023C0149, DATED JULY 14, 2012. REFER TO SHEET 10 FOR THE FIRM MAP FOR THE FULL PORTION OF THE PROPERTY.
- ALL STREET IMPROVEMENTS, STREET LIGHTS, AND WATER SYSTEMS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF VALLEJO STANDARD SPECIFICATIONS AND STANDARD UTILITY PLANS ON AS NOTED OTHERWISE. THE CITY OF VALLEJO STANDARD SPECIFICATIONS AND STANDARD UTILITY PLANS ON AS NOTED OTHERWISE. THE CITY OF VALLEJO STANDARD SPECIFICATIONS AND STANDARD UTILITY PLANS ON AS NOTED OTHERWISE. THE CITY OF VALLEJO STANDARD SPECIFICATIONS AND STANDARD UTILITY PLANS ON AS NOTED OTHERWISE. THE CITY OF VALLEJO STANDARD SPECIFICATIONS AND STANDARD UTILITY PLANS ON AS NOTED OTHERWISE.
- POTABLE WATER: CONNECTION TO CITY OF VALLEJO WATER SYSTEM
- SEWER: CONNECTION TO VESCO SEWER SYSTEM
- GAS AND ELECTRIC SERVICE TO BE PROVIDED BY PACIFIC GAS & ELECTRIC. INSTALLATION SHALL BE UNDERGROUND IN ACCORDANCE WITH CITY REQUIREMENTS.
- TELEPHONE SERVICES TO BE PROVIDED BY AT&T. INSTALLATION SHALL BE UNDERGROUND IN ACCORDANCE WITH CITY REQUIREMENTS.
- UTILITY LOCATIONS AND LOT DIMENSIONS ARE PRELIMINARY AND SUBJECT TO FINAL ENGINEERING DESIGN.
- THE PROJECT WILL BE PARCEL MAP AND THE FINAL MAPS WILL BE FILED ON THE LISTS SHOWN ON THE VESTING TENTATIVE MAP IN ACCORDANCE WITH ARTICLES 6, 8 AND 9 OF THE SOLANO COUNTY ZONING ORDINANCE.
- THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PROJECT AND DOES NOT REPRESENT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED OR THE RESULTS OF THE PROJECT.
- UNLESS OTHERWISE SPECIFICALLY STATED IN THE CONDITIONS OF PURCHASE, LOCAL AGENCY APPROVAL OF THIS MAP SHALL CONSTITUTE AN EXPRESS FINDING THAT THE PROPOSED DEVELOPMENT AND DEVELOPMENT OF THE PROJECT WILL BE IN ACCORDANCE WITH THE CITY OF VALLEJO ZONING ORDINANCE AND THE DEVELOPMENT OF THE PROJECT WILL BE IN ACCORDANCE WITH THE CITY OF VALLEJO ZONING ORDINANCE AND THE DEVELOPMENT OF THE PROJECT WILL BE IN ACCORDANCE WITH THE CITY OF VALLEJO ZONING ORDINANCE.
- REFER TO SEPARATE TIRE REPORT BY HORTON/SCIENCE, DATED FEBRUARY 2013, FOR LOCATION AND SPECIES OF EXISTING TREES OVER 8" IN DIAMETER.
- ALL STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.



LEGEND

PROPOSED	EXISTING
PROJECT BOUNDARY	PROJECT BOUNDARY
PACED UNIMPAVED LAKE	PACED UNIMPAVED LAKE
RIGHT-OF-WAY	RIGHT-OF-WAY
PUBLIC UTILITY EASEMENT	PUBLIC UTILITY EASEMENT
SANITARY SEWER	SANITARY SEWER
STORMWATER	STORMWATER
POTABLE WATER	POTABLE WATER
SLOPE	SLOPE

SHEET INDEX

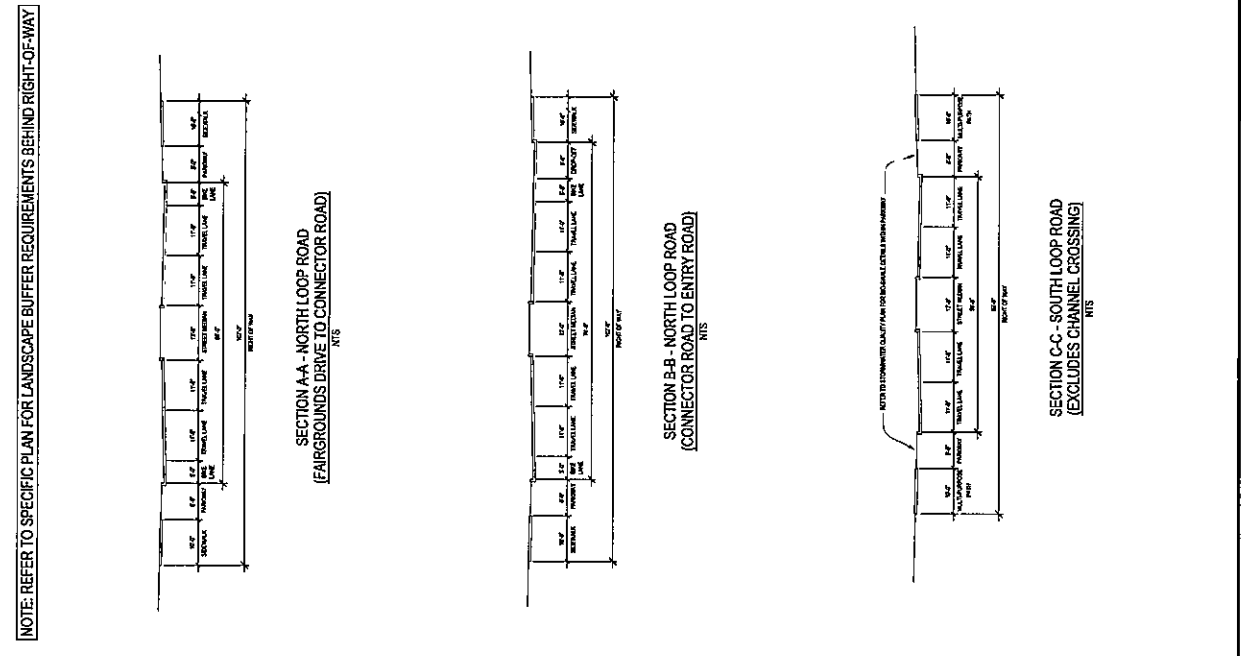
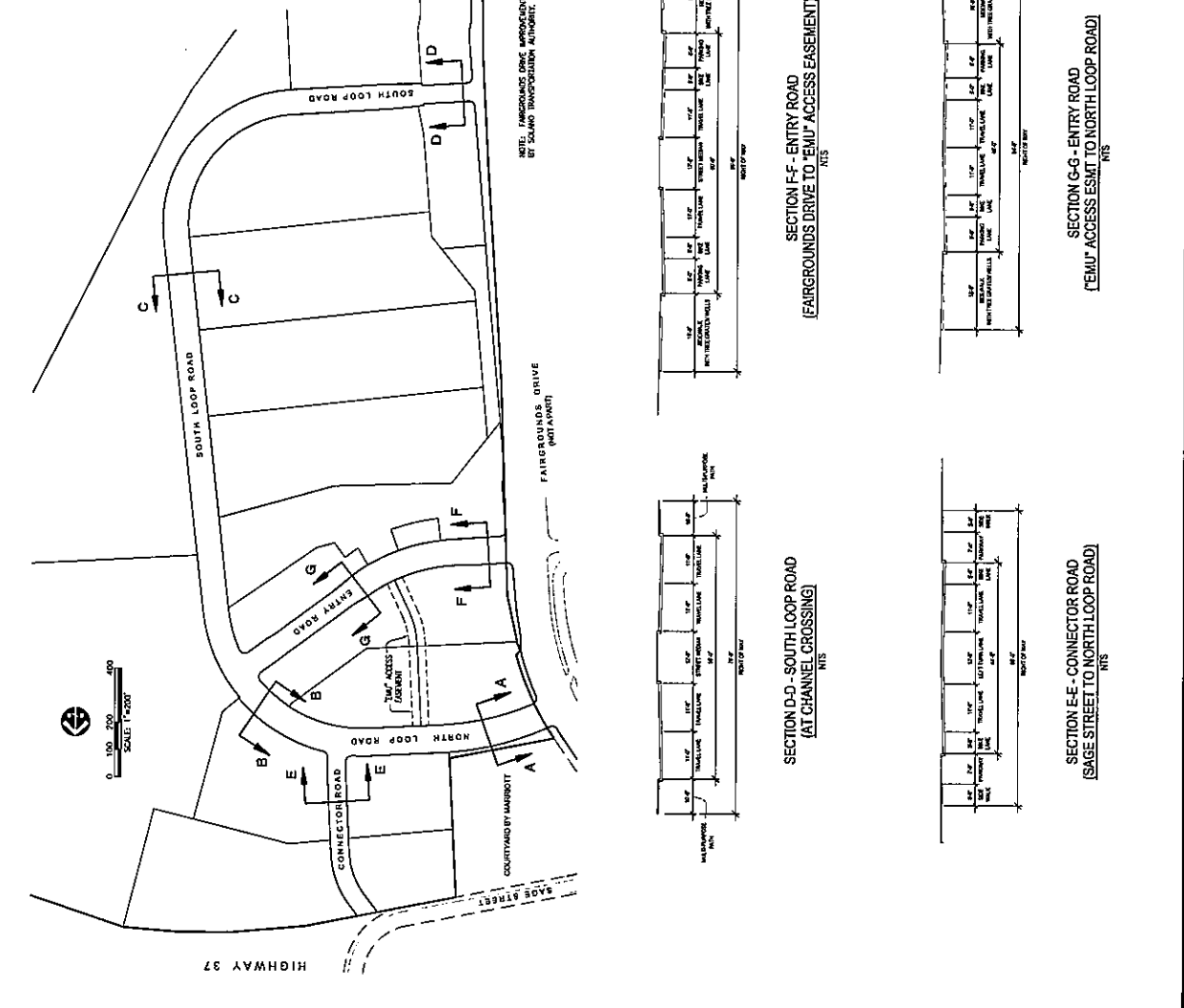
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	BOUNDARY/PROPOSED LAMP
3	CHISEL SECTIONS
4, 5	GEN. UTILITY PLAN
6, 7	WATER/STORMWATER PLAN
8	STORMWATER QUALITY PLAN
9	CONSTRUCTION/PAVING PLAN
10	DEVELOPMENT/PAVING PLAN
11	WATER/LAKE PAVING PLAN

PACEL TABLE

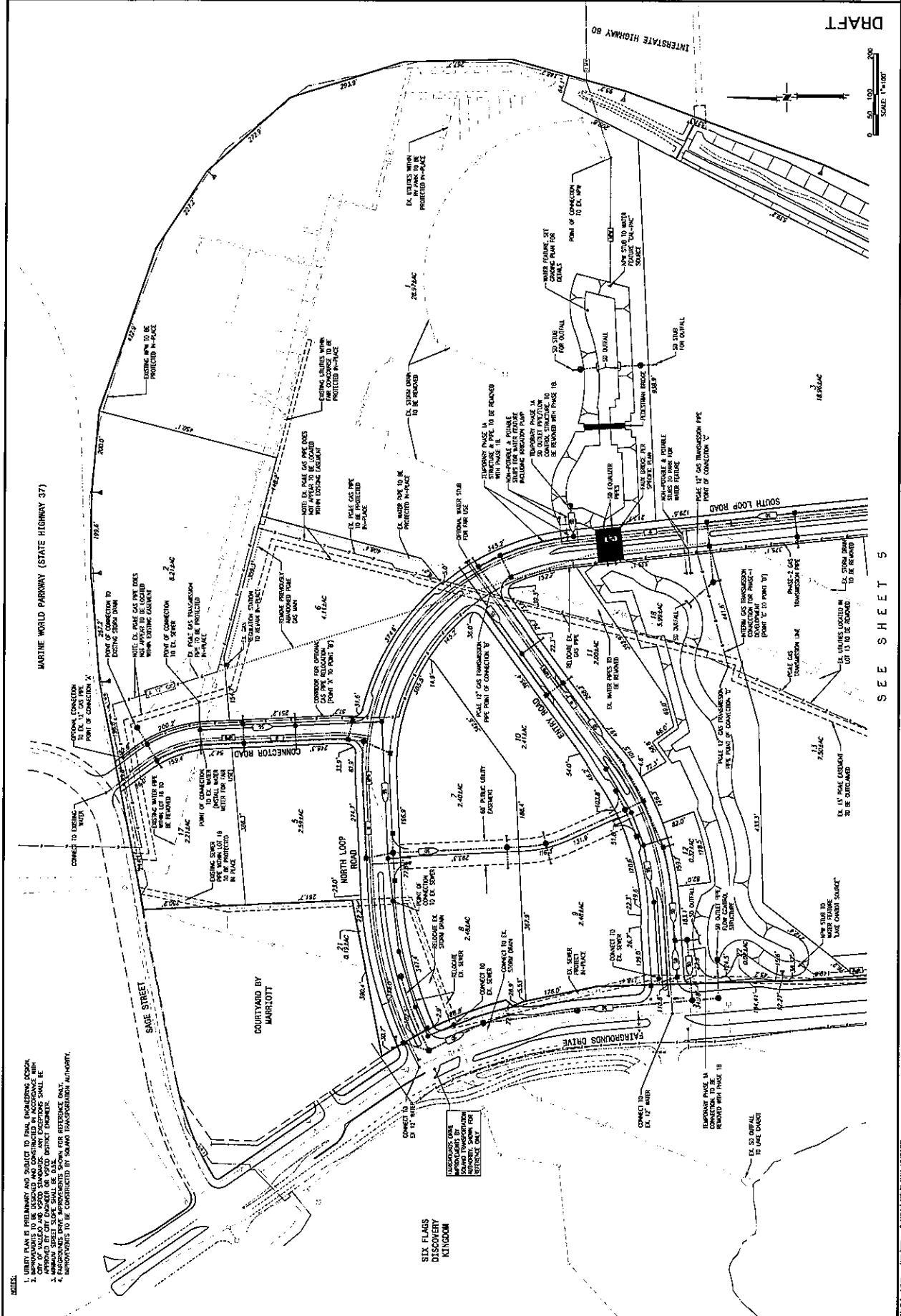
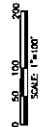
PARCEL #	AREA ACRES	LAND USE #
1	209.9 AC.	PARK
2	6.3 AC.	PARK
3	19.0 AC.	OPP.
4	58.8 AC.	OPP.
5	25.1 AC.	DMU
6	4.1 AC.	DMU
7	24.9 AC.	DMU
8	2.3 AC.	DMU
9	25.8 AC.	DMU
10	2.8 AC.	DMU
11	20.8 AC.	DMU
12	0.3 AC.	DMU
13	75.9 AC.	EC
14	75.9 AC.	EC
15	75.9 AC.	EC
16	75.9 AC.	EC
17	2.3 AC.	TRAVEL
18	6.9 AC.	CP
19	14.8 AC.	CP
20	24.9 AC.	CP
21	0.3 AC.	RIGHT-OF-WAY
22	0.02 AC.	RIGHT-OF-WAY
23	19.8 AC.	CP
TOTAL	128.8 AC.	RIGHT-OF-WAY

AREA LAND USE SUMMARY

LAND USE	AREA ACRES
COMMERCIAL (C)	209.9
ENTERTAINMENT (E)	58.8
RECREATION (R)	25.1
INDUSTRIAL (I)	24.9
OPEN SPACE (OS)	1.3
STREET (S)	0.3
PARK (P)	25.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8
OPP. (OFFICE PROFESSIONAL)	107.8
TRAVEL (T)	2.3
CP (CITY PLAN)	23.3
DMU (DIVERSIFIED MEDIUM DENSITY USE)	38.4
EC (ENTERTAINMENT COMMERCIAL)	231.8



DRAFT

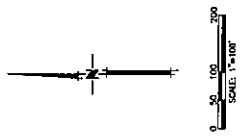
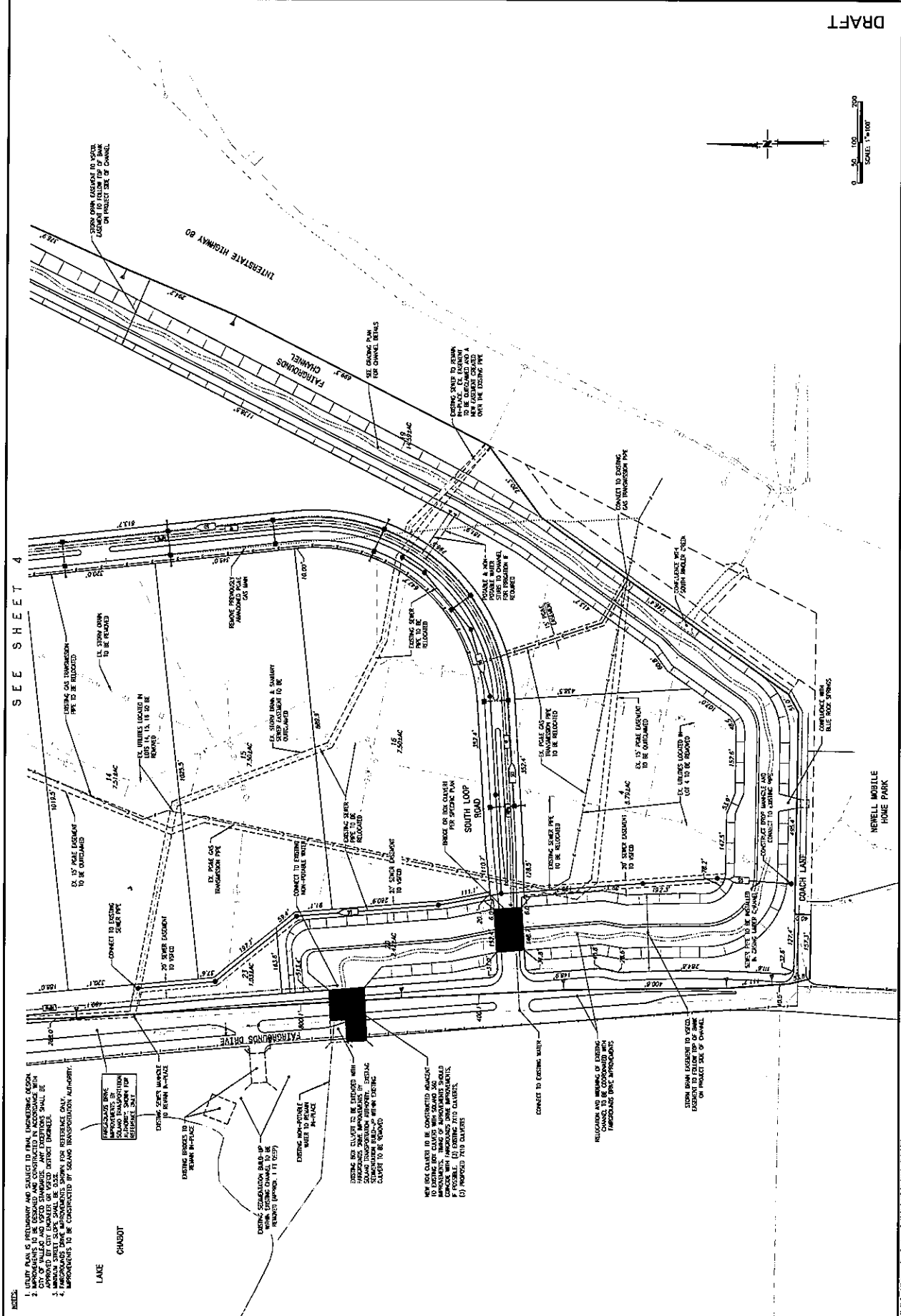


- NOTES:
1. UTILITY PLAN IS PRELIMINARY AND SUBJECT TO FINAL ENGINEERING DESIGN.
 2. IMPROVEMENTS TO BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPROVED CITY ORDINANCES OR STATE ENGINEERING STANDARDS.
 3. EXISTING STREET SCHEMATIC SHALL BE USED FOR REFERENCE ONLY.
 4. IMPROVEMENTS TO BE CONSTRUCTED BY SOLANO TRANSPORTATION AUTHORITY.

SIX FLAGS DISCOVERY KINGDOM

SEE SHEET 5

DRAFT



NOTES:
 1. SOLANO PLAN IS PRELIMINARY AND SUBJECT TO FINAL ENGINEERING DESIGN.
 2. IMPROVEMENTS TO BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH
 CITY OF VALLEJO AND SOLANO COUNTY STANDARDS AND ORDINANCES SHALL BE
 APPROVED BY THE CITY ENGINEER AND COUNTY ENGINEER.
 3. MINIMUM STREET SLOPE SHALL BE 0.3%.
 4. IMPROVEMENTS TO BE CONSTRUCTED BY SOLANO TRANSPORTATION AUTHORITY.

UNDESIRABLE BANK
 IMPROVEMENTS BY
 CONSTRUCTION OF
 ANCHORED SLOPE
 PROTECTIVE BANK
 REINFORCEMENT MAT

EXISTING BRACKETS TO
 REMAIN IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING SEPARATION BANK-UP
 REMAIN IN-PLACE
 (SEE SHEET 10 FOR
 REQUEST FOR PROPOSAL, 1/11/12)

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

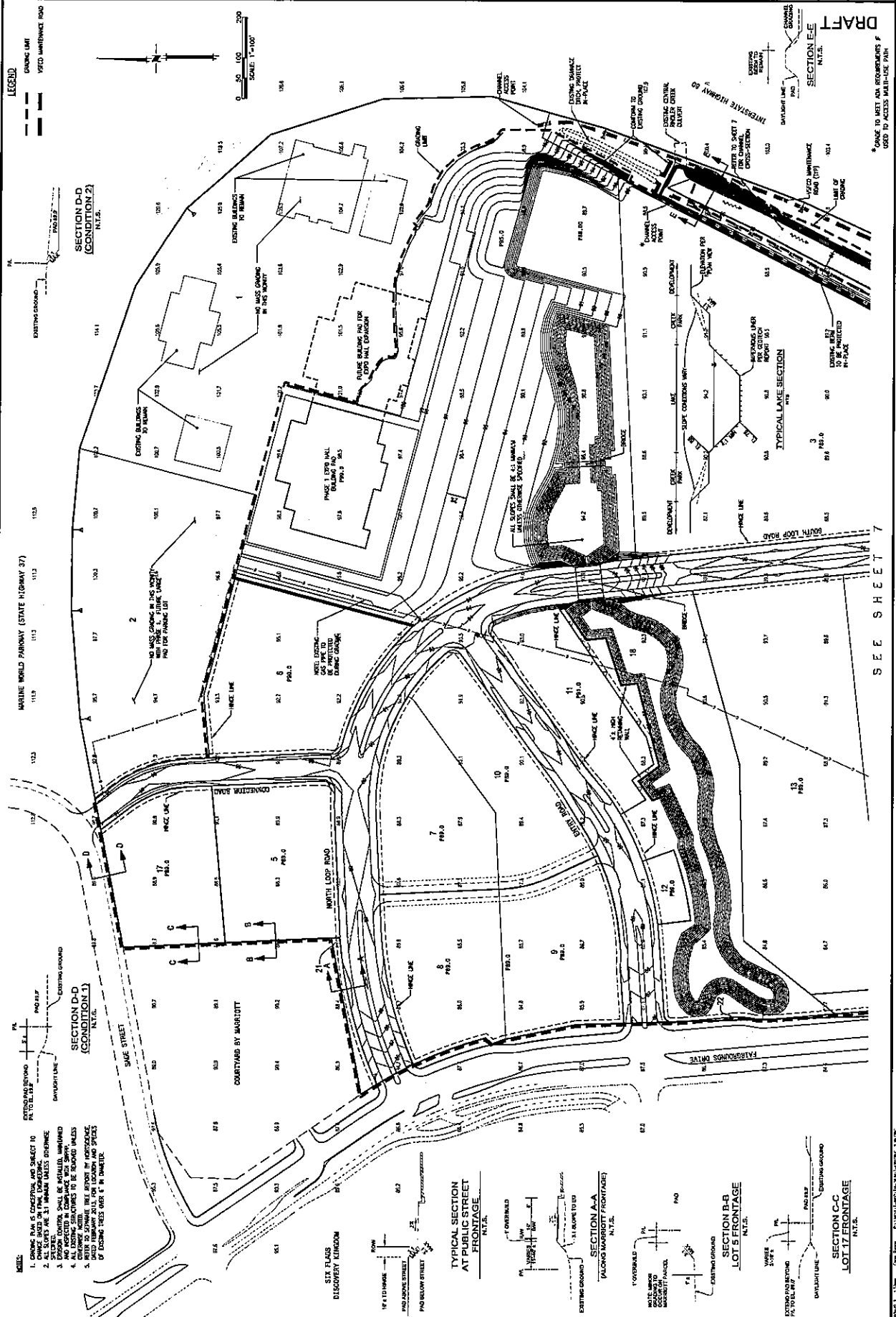
EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

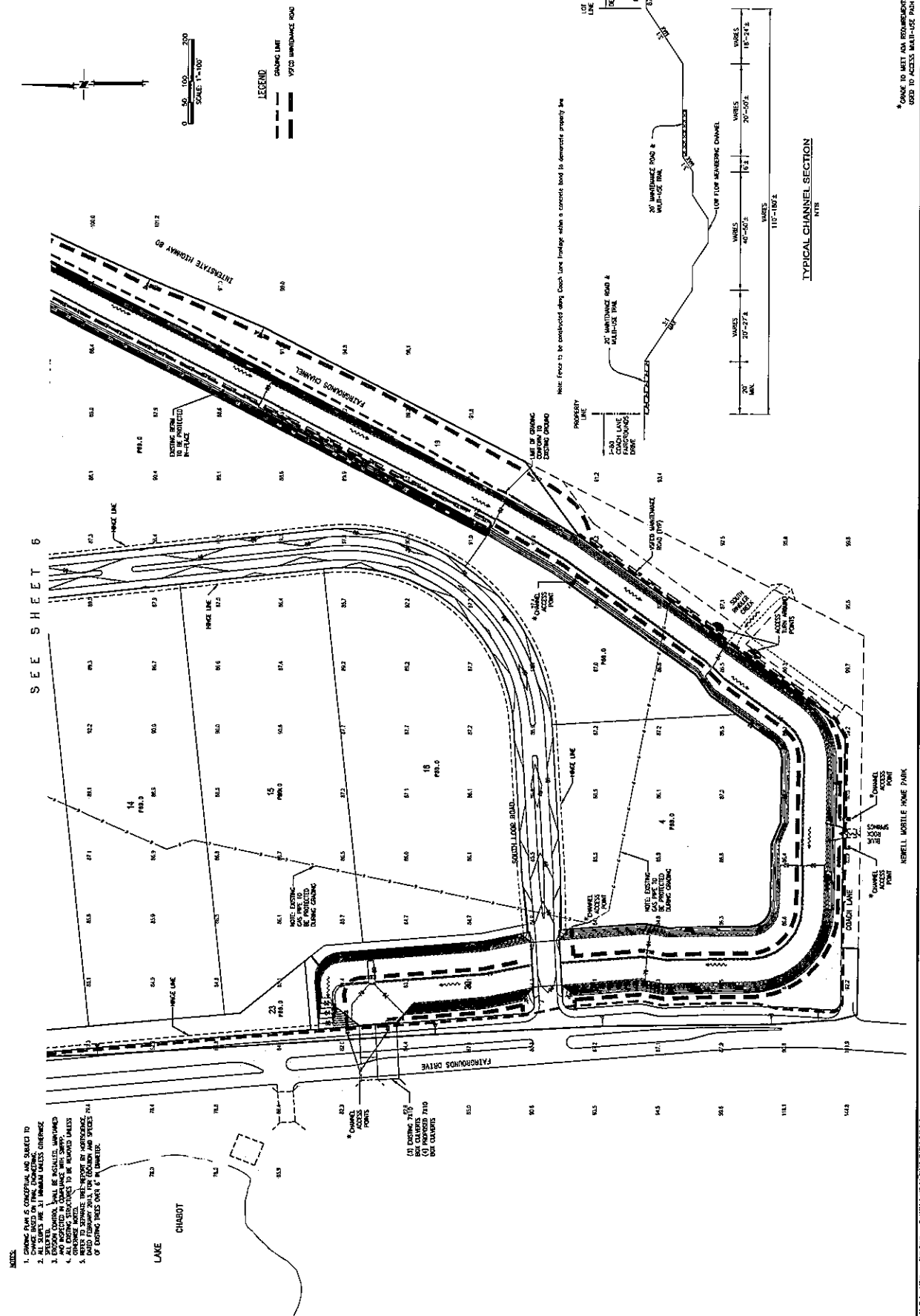
EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE

EXISTING NON-POTABLE
 WATER TO REMAIN
 IN-PLACE



- NOTES:
1. CHECK PLAN & CONDITIONS AND CHECK TO EXISTING RECORDS.
 2. CHECK PLAN & CONDITIONS AND CHECK TO EXISTING RECORDS.
 3. EXISTING RECORDS SHALL BE AVAILABLE, UNLESS OTHERWISE NOTED.
 4. ALL EXISTING STRUCTURES TO BE REMOVED UNLESS OTHERWISE NOTED.
 5. REFER TO ADJACENT SHEET REPORT BY HORIZONTAL SCALE FOR ADJACENT LOT, FOR BOUNDARY AND SPACES OF EXISTING RECORDS & IN GENERAL.

DRAFT
 SHEET 11 OF 11



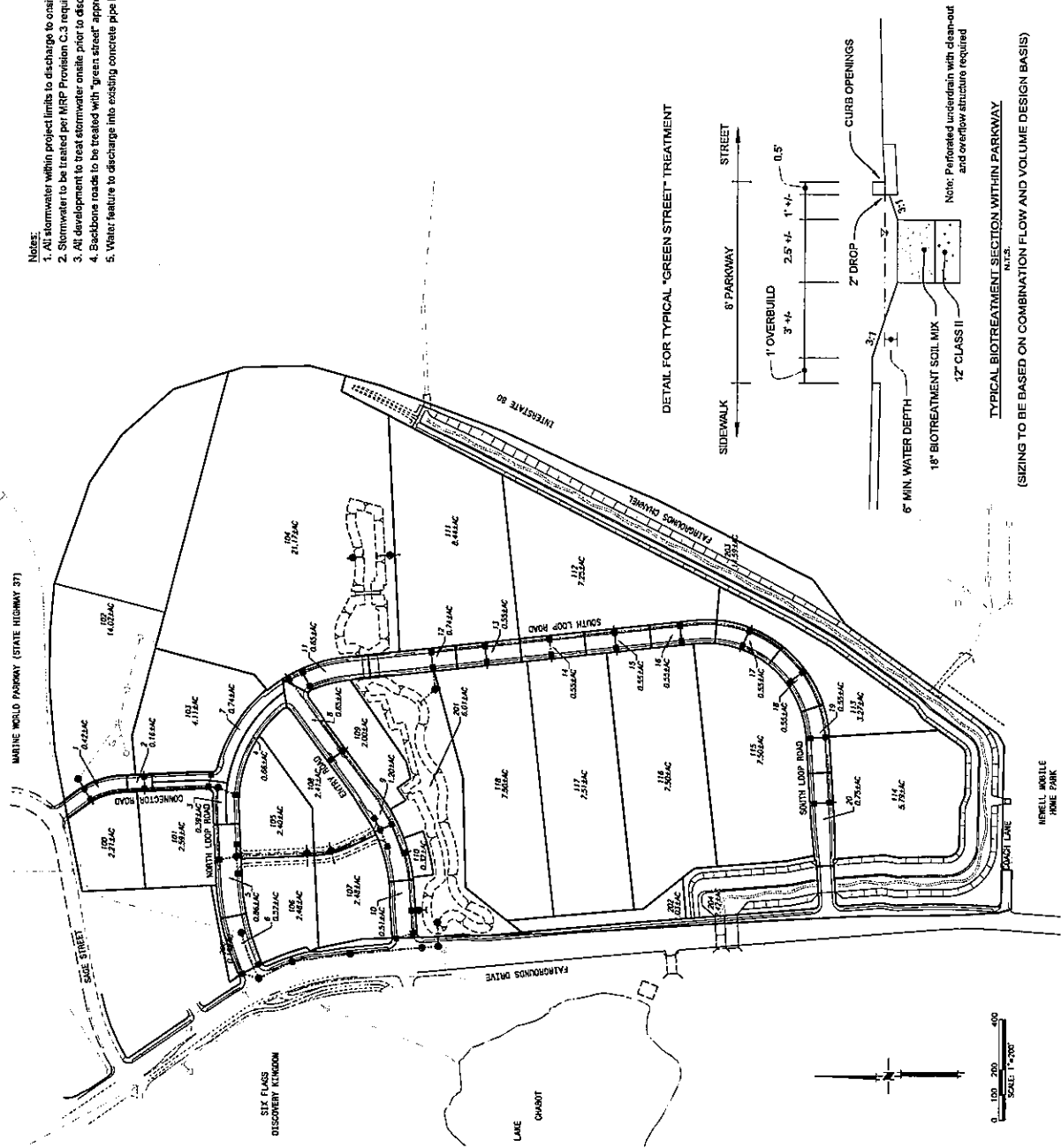
SEE SHEET 6

- NOTES:**
1. GRADING PLAN & CONSTRUCTION LOG SUBJECT TO CHANGE BASED ON FINAL ENGINEERING.
 2. ALL ELEVATIONS ARE 3.0' HIGHER UNLESS OTHERWISE SPECIFIED.
 3. EXISTING CONTOURS SHALL BE RECALCULATED, UNLESS OTHERWISE SPECIFIED.
 4. ALL EXISTING STRUCTURES TO BE REMOVED UNLESS OTHERWISE SPECIFIED.
 5. REFER TO SURVEYING FIELD REPORT BY HORIZONTAL CONTROL POINTS FOR ELEVATIONS AND SPACES THAT ARE MISSING FROM THIS PLAN.

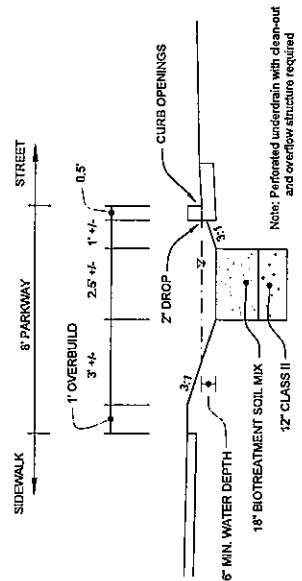
* CHANGE TO MEET ALL REQUIREMENTS OF USED TO ACCESS MULTI-USE PATH

- Notes:**
1. All stormwater within project limits to discharge to onsite "water feature"
 2. Stormwater to be treated per MRP Provision C.3 requirements prior to discharging into "water feature"
 3. All development to treat stormwater onsite prior to discharging into backhoe storm drain system located in frontage roads
 4. Backhoe roads to be treated with "green street" approach (i.e. bioswale within landscape parkway)
 5. Water feature to discharge into existing concrete pipe located in Fairgrounds Drive

Item #	Area	Treatment Method
1	0.42 ± AC	Street - Bioswale in parkway strip
2	0.18 ± AC	Street - Bioswale in parkway strip
3	0.38 ± AC	Street - Bioswale in parkway strip
4	0.96 ± AC	Street - Bioswale in parkway strip
5	0.96 ± AC	Street - Bioswale in parkway strip
6	0.52 ± AC	Street - Bioswale in parkway strip
7	0.74 ± AC	Street - Bioswale in parkway strip
8	1.79 ± AC	Street - Bioswale in curb bioswale & behind curb
10	0.51 ± AC	Street - Bioswale in parkway strip
11	2.85 ± AC	Street - Bioswale in parkway strip
12	0.78 ± AC	Street - Bioswale in parkway strip
13	0.55 ± AC	Street - Bioswale in parkway strip
14	0.55 ± AC	Street - Bioswale in parkway strip
15	0.55 ± AC	Street - Bioswale in parkway strip
16	0.55 ± AC	Street - Bioswale in parkway strip
17	0.55 ± AC	Street - Bioswale in parkway strip
18	0.58 ± AC	Street - Bioswale in parkway strip
19	0.58 ± AC	Street - Bioswale in parkway strip
20	0.79 ± AC	Street - Bioswale in parkway strip
100	2.21 ± AC	Development - onsite bioretention
101	2.59 ± AC	Development - onsite bioretention
102	14.02 ± AC	Development - onsite bioretention
103	4.11 ± AC	Development - onsite bioretention
104	21.17 ± AC	Development - onsite bioretention
105	2.40 ± AC	Development - onsite bioretention
106	2.48 ± AC	Development - onsite bioretention
107	2.48 ± AC	Development - onsite bioretention
108	2.41 ± AC	Development - onsite bioretention
109	5.90 ± AC	Development - onsite bioretention
110	0.32 ± AC	Development - onsite bioretention
111	8.44 ± AC	Development - onsite bioretention
112	2.28 ± AC	Development - onsite bioretention
113	2.27 ± AC	Development - onsite bioretention
114	2.78 ± AC	Development - onsite bioretention
115	7.50 ± AC	Development - onsite bioretention
116	7.50 ± AC	Development - onsite bioretention
117	2.51 ± AC	Development - onsite bioretention
118	2.50 ± AC	Development - onsite bioretention
200	0.18 ± AC	Open space - soil treating
201	0.31 ± AC	Open space - soil treating
202	1.03 ± AC	Open space - soil treating
203	14.99 ± AC	Open space - soil treating
204	2.43 ± AC	Open space - soil treating



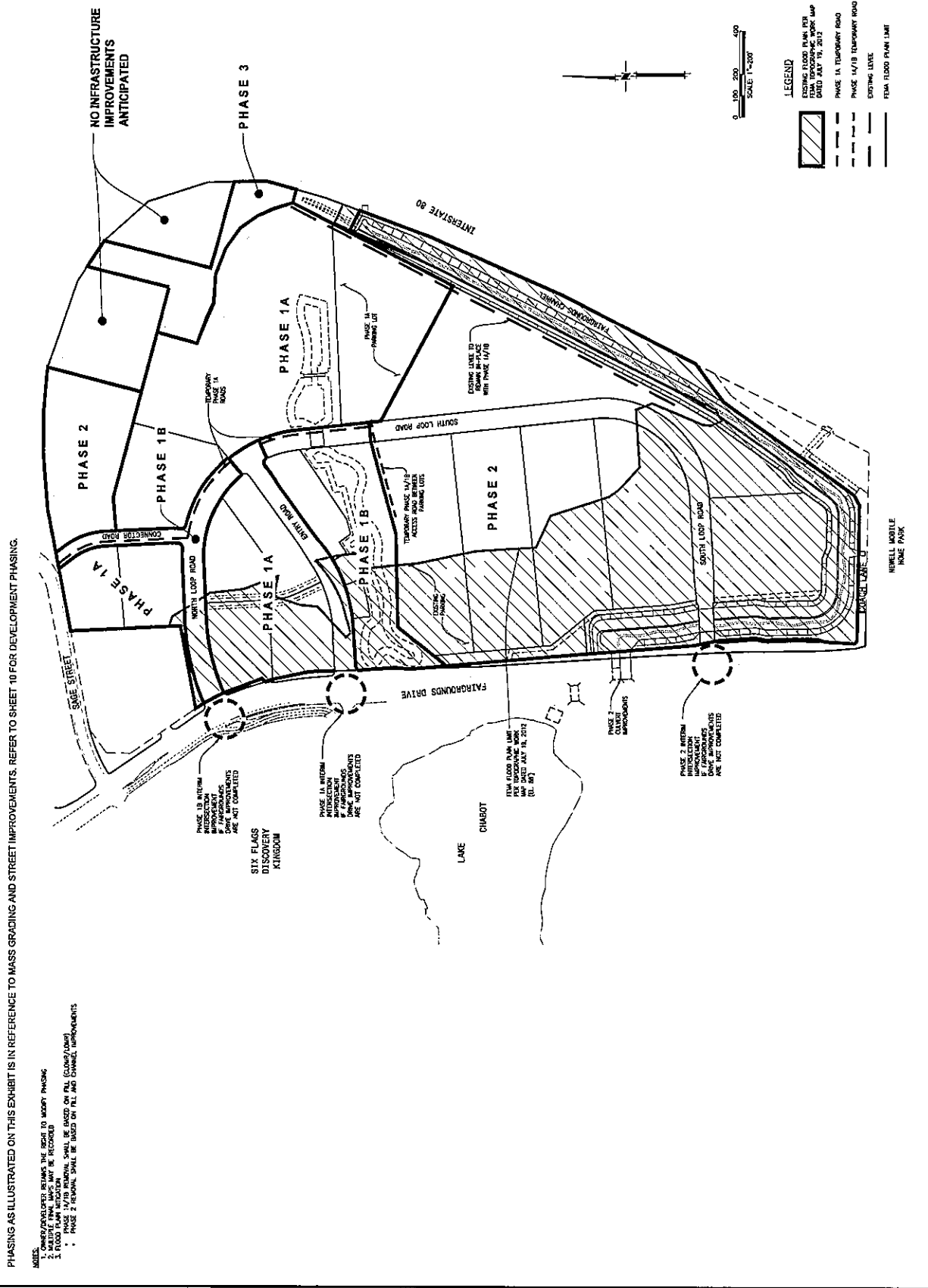
DETAIL FOR TYPICAL "GREEN STREET" TREATMENT



TYPICAL BIOTREATMENT SECTION WITHIN PARKWAY
 (SIZING TO BE BASED ON COMBINATION FLOW AND VOLUME DESIGN BASIS)



DRAFT

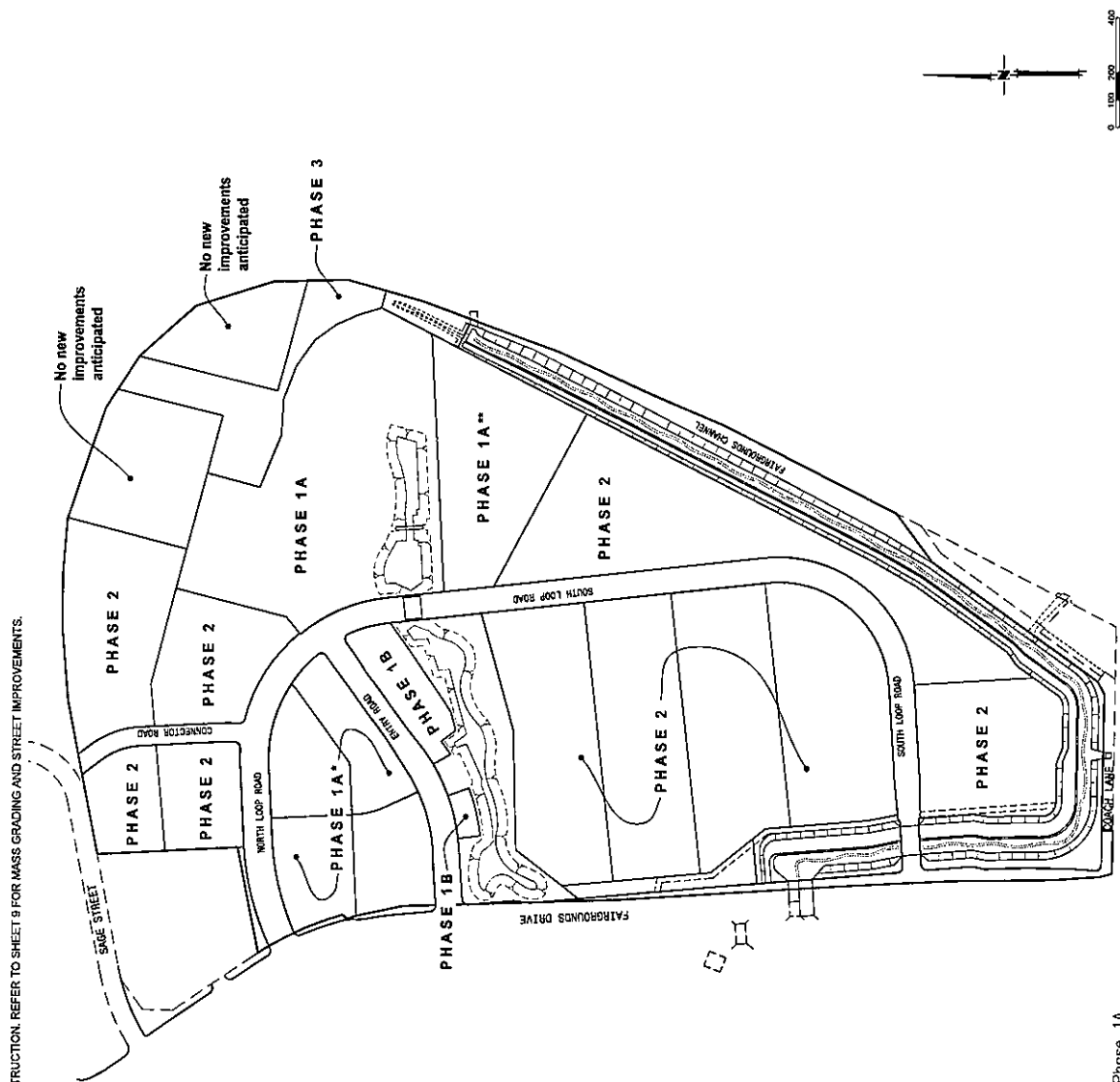


PHASING AS ILLUSTRATED ON THIS EXHIBIT IS IN REFERENCE TO MASS GRADING AND STREET IMPROVEMENTS. REFER TO SHEET 10 FOR DEVELOPMENT PHASING.

- NOTES:**
- OWNERS/DEVELOPERS RETAIN THE RIGHT TO MODIFY PHASING.
 - CONSTRUCTION SHALL BE ACCORDING TO RECORDS.
 - FLOOD PLAIN NOTATION:
 - PHASE 1A INTERIM INFRASTRUCTURE IMPROVEMENTS DATE IMPROVEMENTS ARE NOT COMPLETED
 - PHASE 1B INTERIM INFRASTRUCTURE IMPROVEMENTS DATE IMPROVEMENTS ARE NOT COMPLETED
 - PHASE 2 INTERIM INFRASTRUCTURE IMPROVEMENTS DATE IMPROVEMENTS ARE NOT COMPLETED

HERBELL MOBILE HOME PARK

DRAFT

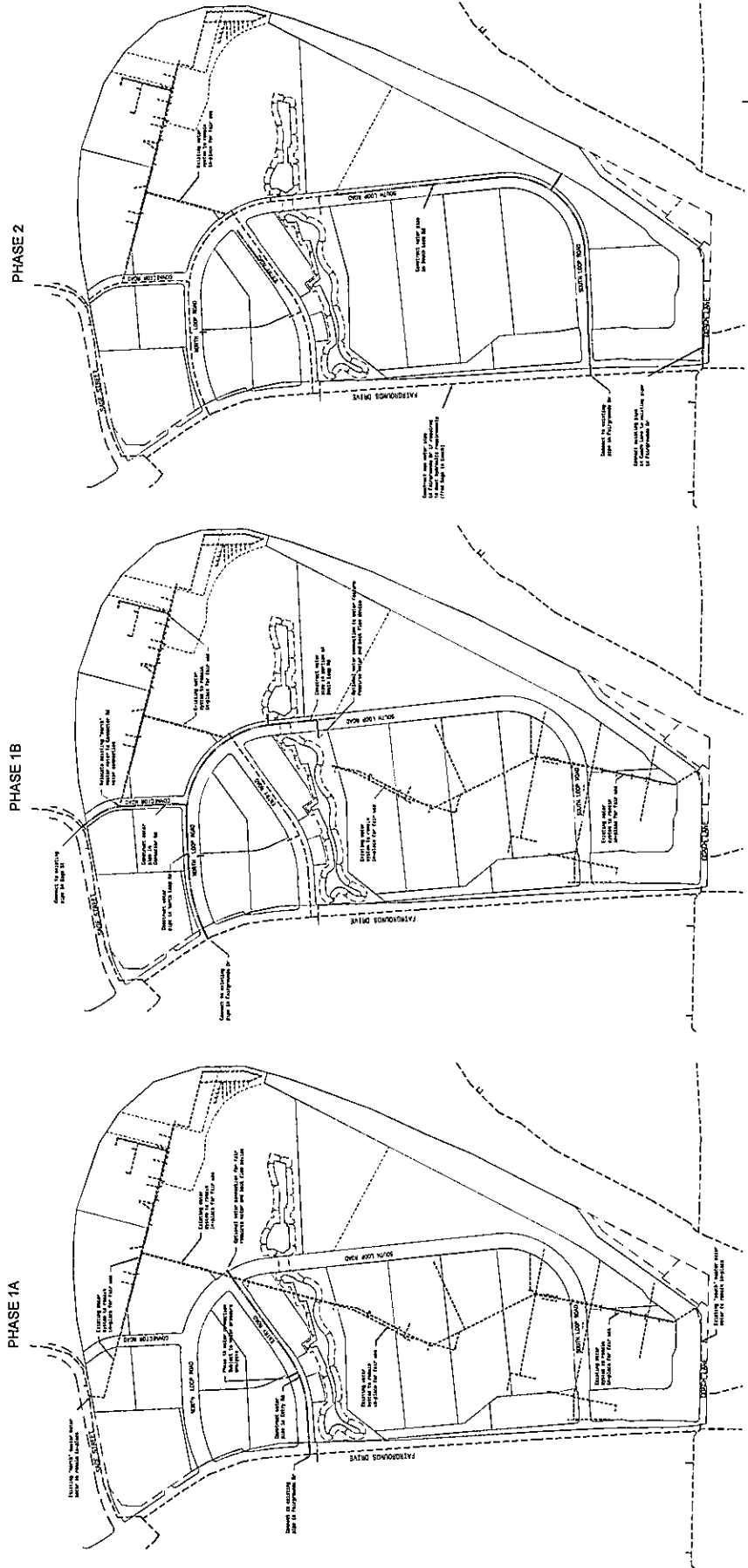


PHASING AS ILLUSTRATED ON THIS EXHIBIT IS IN REFERENCE TO DEVELOPMENT AND BUILDING CONSTRUCTION. REFER TO SHEET 9 FOR MASS GRADING AND STREET IMPROVEMENTS.

- 1. DIMENSIONS SHOWN ARE TO FACE UNLESS NOTED OTHERWISE.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

* Access and utilities from Entry Road with Phase 1A
 ** Access to be provided by temporary roadway from Entry Road with Phase 1A
 Note: Development of select Phase 1 & 2 parcels may be intensified with Phase 3

DRAFT



PHASING AS ILLUSTRATED ON THIS EXHIBIT IS IN REFERENCE TO WATER LINE IMPROVEMENTS ONLY.

- NOTES:
1. OWNER/ENGINEER RETAINS THE RIGHT TO MODIFY PHASING
 2. MULTIPLE PHASE MAPS MAY BE REQUIRED