



DATE: May 13, 2020

TO: Planning Commission

FROM: Dexter O'Connell, Associate Planner
530-879-6810, dexter.oconnell@chicoca.gov

RE: Subdivision 19-04 (Meriam Park Phase EB)
APN 002-180-167

SUMMARY

This is a proposal to divide a 3.66 acre parcel originally created as a portion of Subdivision Phase E (S 08-04) of the previously-approved 270 acre Meriam Park project. The parcel would be divided into several Right-of-Way sections and 22 residential lots that would subsequently be developed in compliance with the City's form-based "Traditional Neighborhood Development" (TND) regulations found in Chico Municipal Code Division VI. The map would extend existing street alignments. Currently undeveloped, the site is located directly east of Phase E of the Meriam Park project, north of the as-yet-unnamed Street "G" and south of the as-yet-unnamed Street "N." Contextually, its west boundary lies slightly more than 500 feet east of Notre Dame Boulevard and its north boundary lies about 200 feet south of Little Chico Creek. This parcel is part of the Meriam Park project, and is subject to Development Agreement 05-02 entered into between the developer and the City in August 2007 (the "DA"). No major issues have been identified.

Recommendation:

Planning staff recommends adoption of Resolution 20-07 (**Attachment A**), approving the amended vesting tentative subdivision map and the accompanying circulation and regulating plan, subject to the attached conditions.

Proposed Motion:

I move that the Planning Commission adopt Resolution 20-07, approving Vesting Tentative Subdivision Map S 19-04 (Meriam Park Phase EB) and the accompanying Circulation and Regulating plan, subject to the attached conditions.

BACKGROUND

At its meeting of June 19, 2007, the City Council certified a Final Environmental Impact Report, approved a Development Agreement, created a new land use designation (Special Mixed Use), and adopted a new Traditional Neighborhood Development (TND) zoning district and regulations to support development of a mixed-use neighborhood on the Meriam Park site in southeast Chico. The TND Regulations and Meriam Park project embody the principles of New Urbanism with an interconnected street network, rear alleys, attention to the shaping of public spaces including streets, shorter block lengths, a mix of uses to reduce reliance on the automobile and encourage walking, and a variety of housing types.

The 270 acre Meriam Park site is located generally west of Bruce Road, north of East 20th

Street, south of Humboldt Road, and east of Bedford Drive, in southeast Chico (see Location Map, **Attachment B**). The proposed map would affect 3.66 acres, (see Vesting Tentative Subdivision Map S 19-04, **Attachment C**), though right-of-way construction required on Allcott Avenue, Hartford Drive, and as-yet-unnamed Street “K” for project completion would broaden the overall project footprint.

Existing Development Agreement

The DA, dated August 6, 2007, is a 25-year agreement between the City and Meriam Park, LLC (Meriam) establishing standards, conditions, and regulations governing development of the 279 acre parcel. The DA generally describes the project and includes several exhibits illustrating the anticipated pattern of development for the site.

On 07/21/09, the City Council approved an amendment to the DA, providing for development of the Parkside Terrace affordable housing project. The project was located in an area originally planned for future phases of the Meriam Park development.

On 02/16/10, the City Council approved a second amendment to the DA that provided general flexibility for phasing the build-out of Meriam Park, clarified City reimbursements for oversized roadway facilities, provided flexibility in siting future parks and greens, and eliminated a central vehicle bridge over Little Chico Creek from the plan.

On 10/19/10, the City Council approved a third amendment to the DA, providing for the exclusion of the new Superior Courthouse from the DA (a pre-condition for State acquisition of the site), and reduced the balance of allowable future commercial and civic uses provided under the DA by 60,000 square feet.

On 08/19/14, the City Council approved a fourth amendment to the DA, replacing a planned roundabout at the intersection of East 20th Street and Concord Avenue with a traffic signal, and removing the developer’s option to accrue street facility impact fee credits as a means of recouping costs from constructing Nexus roadway improvements.

On 05/16/17, the City Council approved a fifth amendment to the DA, to facilitate parcel creation for the Veteran’s Administration clinic and reinforce indemnification provisions of the agreement.

The DA, as amended, is included as **Attachment E**. It permits a maximum of 3,200 total residential units, 205,000 square feet of retail space, and 980,000 square feet of commercial and civic development. In addition, the DA permits up to 29 acres of open space, park elements and related public infrastructure. The DA has numerous other requirements related to open space and roadway improvements. The proposed subdivision map and accompanying circulation and regulating plan are consistent with the regulations set forth in the DA, and do not necessitate any amendments to the DA.

TND Regulations

Under the City’s TND Regulations, Chico Municipal Code (CMC) sections 19.80 thru 19.96, subdivision maps are required to include a Regulating Plan and Circulation Plan. A Regulating Plan applies TND Designations which correspond to a level of development that falls on a continuum ranging from a rural pattern to a heavily urban pattern, referred to as the rural-to-urban transect. The TND Designations set forth a subset of allowable land uses, frontage types and building types contained in the TND Regulations.

A Circulation Plan shows the layout of proposed streets, including Emergency Response Network (ERN) streets, which are required to meet the requirements under CMC 19.90.

Primary ERN streets are free movement thoroughfares with no unwarranted stop signs or signals and no vertical traffic calming measures. Secondary ERN streets differ from Primary ERN streets in that they may include traffic calming measures such as raised intersections and curb extensions (bulbing). All TND streets require alleyways.

The Regulating Plan combines Phase EB with adjacent Phase E, and ensures that public and private open space (primarily in Public Greens but also along the creek to the north) will be located within a three-to-five minute walk of nearly all residences in the development.

Existing Approved Subdivision

In 2018, an update to previously approved Subdivision Plans created a 3.66 acre remainder parcel for a future phase of the subdivision within Meriam Park Phase E. That parcel is the currently-proposed Meriam Park Phase EB. As part of that same approval, two public greens (E1 and E2) totaling 0.58 acres were added, and Hartford Drive was upgraded from TN-5 to TN-4 classification. Instead of terminating one block east of Notre Dame Boulevard, Hartford Drive would continue easterly where it is anticipated to intersect with Concord Avenue in the future. The proposed Phase EB continues this proposal. Continuing Hartford Drive through to Concord Avenue was anticipated on the original Meriam Park Master Plan.

DISCUSSION

Subdivision Design

The Vesting Tentative Subdivision Map would result in development that falls within the range of residential uses anticipated for the site by the Development Agreement (DA). Specifically, the proposed lots are appropriately sized for the types of structures envisioned for the Neighborhood Edge area under the development agreement as described in Table 6-4 of CMC Section 19.86.050. The map refines the anticipated development pattern planned for this portion of the site and would provide additional homeownership opportunities by including smaller lots that conform to the density and typical lot size envisioned by Table 4-8.1 of the EIR.

According to Section 3.3 of the DA: *“each individual park or green will be completed prior to issuance of any certificate of occupancy that would result in occupancy on more than 50% of the parcels that are both within 900 feet of that park or green and more than 900 feet from any other completed park or green in the Project.”* Staff recommends Condition #8 to require completion of Public Green EB prior to occupancy of 50 percent of the parcels in Phase EB (see **Attachment A, Exhibit I**).

With that requirement in place, this map will comply with Section 3.3 of the DA. New Public Green EB is within 650 feet of the most-distant parcel proposed in this development, and that parcel is adjacent to the Little Chico Creek green space to the north.

General Plan Consistency

This property is designated Special Mixed Use (SMU) on the City of Chico General Plan Land Use Diagram. Per the General Plan, “this designation provides for development of walkable neighborhoods with a mix of residential and nonresidential uses subject to approval of a regulating plan and circulation plan consistent with the Traditional Neighborhood Development zoning district.” The project is consistent with the standards of the TND zoning district, and therefore is consistent with the General Plan Land Use Designation.

The project is consistent with Community Design and Circulation General Plan policies

(CIRC-1.1, CIRC-1.2, and CD-2.1.1), as the subdivision would establish a street grid with relatively short block lengths, multiple access points, and a focal point at a centrally-located open space area. A pedestrian-friendly environment will be provided by using the TND street sections that include 5-foot wide sidewalks and on-street parking.

The proposed Regulating Plan uses the urban transect model to achieve appropriate transitions in urban intensity, consistent with policy CD-4.1.1. The site layout locates a public open space close to future residents, responding to policy CD-2.1. The proposal is consistent with the General Plan.

Environmental Review

An Environmental Impact Report (EIR) for the Meriam Park Master Plan was certified on June 19, 2007. The EIR included several mitigation measures that have been and will continue to be applied to subsequent discretionary approvals. Mitigation measures applicable to the subdivision are included under Exhibit I of the Resolution (**Attachment A**).

Pursuant to Section 15162 of the California Environmental Quality Act, no subsequent environmental review is necessary, as there have been no substantial changes to the project which would require revisions of the EIR, no substantial changes have occurred with respect to the circumstances under which the project is being undertaken which would require major revisions of the EIR, and no new information of substantial importance has become available which would require revisions to the certified EIR. Subdivision 19-04, and the right-of-way construction outside its boundaries but required for the completion of the project pursuant to Exhibit II, is within the scope of the project described in the 2007 Program EIR, as the proposed development is consistent with the Meriam Park Master Plan. No further CEQA analysis is required as the environmental impacts of this development have already been fully analyzed.

FINDINGS

All necessary findings are provided in Resolution No. 20-07, **Attachment A**.

PUBLIC CONTACT

A 10-day public hearing notice was mailed to all landowners and residents within 500 feet of the site, and a legal notice was published in the *Chico Enterprise-Record*. As of the date of this report no comments have been received.

ATTACHMENTS:

- A. Planning Commission Resolution No. 20-07
Exhibit I -- Conditions of Approval and Mitigation Measures
Exhibit II -- Subdivision Report
- B. Location/Notification Map
- C. Meriam Park Phase EB Vesting Tentative Subdivision Map (S 19-04)
- D. Circulation and Regulating Plan for Meriam Park Phase EB (S 19-04)
- E. Development Agreement 05-02, as Amended

DISTRIBUTION:

File: S 19-04

MP Bungalow Commons, LLC. 1811 Concord Ave, Suite 200, Chico, CA 95928
john@gonzalesdevco.com

Ross Simmons, NorthStar. 111 Mission Ranch Dr. Suite 100, Chico, CA 95926.
rsimmons@northstareng.com
SDE M. Johnson
CDD T. Lindsey
PP B. Ambo

RESOLUTION NO. 20-07
RESOLUTION OF THE CITY OF CHICO PLANNING COMMISSION
APPROVING THE MERIAM PARK VESTING TENTATIVE SUBDIVISION MAP,
PHASE EB AND THE ACCOMPANYING CIRCULATION AND REGULATING PLAN
(S 19-04) (Meriam Park Phase EB)

WHEREAS, an application has been submitted to subdivide approximately 3.66 acres into 22 lots and to make associated site improvements including roadways consistent with a proposed Regulating Plan within the Meriam Park site located south of Little Chico Creek and east of Notre Dame Boulevard, identified as Assessor’s Parcel No. 002-180-167 (the “Map”); and

WHEREAS, the Planning Commission considered the Map, Circulation and Regulating Plan, staff report, and comments submitted at a noticed public hearing held on May 21, 2020; and

WHEREAS, an Environmental Impact Report (EIR) for the Meriam Park Master Plan was certified by the City Council on July 3, 2007, that included certain findings regarding the environmental effects, a statement of overriding considerations, and a mitigation and monitoring plan. Identified by State Clearinghouse No. 2005072045, the Meriam Park EIR is available for review at the City of Chico Community Development Department; and

WHEREAS, the Meriam Park site is zoned Traditional Neighborhood Development (TND), in which proposed subdivisions must be submitted and approved concurrently with a Regulating Plan and Circulation Plan containing information specified in Chico Municipal Code (“CMC”) Title 19, Division VI.

NOW THEREFORE, BE IT RESOLVED by the City of Chico Planning Commission as follows:

1. With regard to the subdivision the Planning Commission finds that:
 - A. The subdivision and its design conform with the requirements of Title 18 and Title 19; and
 - B. Pursuant to Section 15162 of the California Environmental Quality Act Guidelines, the proposed Map is within the scope of the certified EIR for the Meriam Park Master Plan in that it has been determined that: a) the Map does not represent a substantial change that would require major revisions to the certified EIR; b) there have been no substantial changes in the circumstances under which the subdivision will be undertaken that require

1 major revisions to the EIR; c) the EIR adequately addresses the potential impacts and
2 provides appropriate mitigation measures related to development of the Map; and d) no
3 new significant impacts have been identified; and

4 C. The subdivision and the Circulation and Regulating Plan are consistent with General Plan
5 goals and policies, particularly those regarding circulation improvements, connectivity,
6 multimodal mobility, and walkable grid and creek access. Particularly noted are Policies
7 CIRC-1.1, CIRC-1.2, and CD-2.1.1, as the subdivision would establish a street grid with
8 relatively short block lengths, multiple access points, and a focal point at a centrally-located
9 open space area in Public Green EB. Further, the Special Mixed Use designation on the
10 City of Chico General Plan Land Use Diagram “provides for development... subject to
11 approval of a regulating plan and circulation plan consistent with the Traditional
12 Neighborhood Development zoning district.” The subdivision and the Circulation and
13 Regulating Plan are consistent with the standards of the TND zoning district; and

14 D. The City’s sanitary sewer system has adequate capacity to serve the subdivision; domestic
15 water will be provided by California Water Service Company; storm water facilities will
16 be constructed in accordance with adopted City standards and the City’s Best Management
17 Practices; public utilities are adjacent to the project site with adequate capacity to serve
18 development of the subdivision; and adequate access will be provided to accommodate
19 emergency vehicles. The subdivision, therefore, will not result in detrimental impacts to
20 the public or the welfare of the City; and

21 E. No substantial evidence has been presented that would require disapproval of the
22 subdivision pursuant to Government Code Section 66474. Specifically, the City finds that:

23 (a) The proposed subdivision map is consistent with applicable general and specific
24 plans for the reasons described in Section (1)(C) of this Resolution; and

25 (b) The design and proposed improvement of the subdivision are consistent with
26 applicable general and specific plans for the reasons described in Section (1)(C)
27 of this Resolution; and

28 (c) As a flat area adjacent to existing approved residential development of a very

1 similar type, the site is physically suitable for the type and density of
2 development proposed; and

3 (d) The design of the site and proposed improvements are not likely to cause
4 substantial environmental damage or substantially and avoidably injure fish or
5 wildlife or their habitat, as described in the EIR for the Meriam Park Master
6 Plan; and

7 (e) The design of the subdivision and proposed improvements are not likely to
8 cause serious public health problems for the reasons described in Section (1)(D)
9 of this Resolution; and

10 (f) The design of the subdivision and proposed improvements will not conflict with
11 easements, acquired by the public at large, for access through or use of, property
12 within the proposed subdivision.

13 2. With regard to the Circulation and Regulating Plan, the Planning Commission finds that:

14 A. The proposed Regulating Plan uses the urban transect model to achieve appropriate
15 transitions in urban intensity, consistent with policy CD-4.1.1. The site layout locates a
16 public open space close to future residents, responding to policy CD-2.1 by reinforcing a
17 walkable grid street layout and providing linkages to other open spaces; and

18 B. The Regulating Plan will create a compact neighborhood, with a central focus around
19 public open spaces like Public Green EB in the southern portion and the Little Chico Creek
20 Greenway to the north; and

21 C. The Regulating Plan includes public and private open space located within a 3-minute walk
22 of at least 90 percent of future residential uses; and

23 D. The Circulation Plan establishes an interconnected street network that will assist in
24 avoiding traffic congestion by providing for a variety of convenient routes for pedestrians
25 and vehicles, and it complies with the emergency network standards set forth in CMC
26 Chapter 19.90.

27 3. Based on all of the above, the Planning Commission hereby approves the Vesting Tentative
28 Subdivision Map date stamped April 17, 2020, subject to the conditions and mitigation

1 measures set forth in Exhibit I, and provisions of the Subdivision Report set forth in Exhibit
2 II, attached hereto.

3 4. The Planning Commission further approves the Circulation and Regulating Plan for Meriam
4 Park Phase EB, attached hereto as Exhibit III, subject to the conditions and mitigation measures
5 set forth in Exhibit I, and provisions of the Subdivision Report set forth in Exhibit II, attached
6 hereto.

7 5. The Planning Commission hereby specifies that the materials and documents which constitute
8 the record of proceedings upon which its decision is based are located at and under the custody
9 of the City of Chico Community Development Department.

10 THE FOREGOING RESOLUTION WAS ADOPTED by the Planning Commission of the
11 City of Chico at its meeting held on May 21, 2020, by the following vote:

12
13 AYES:

14 NOES:

15 ABSENT:

16 ABSTAINED:

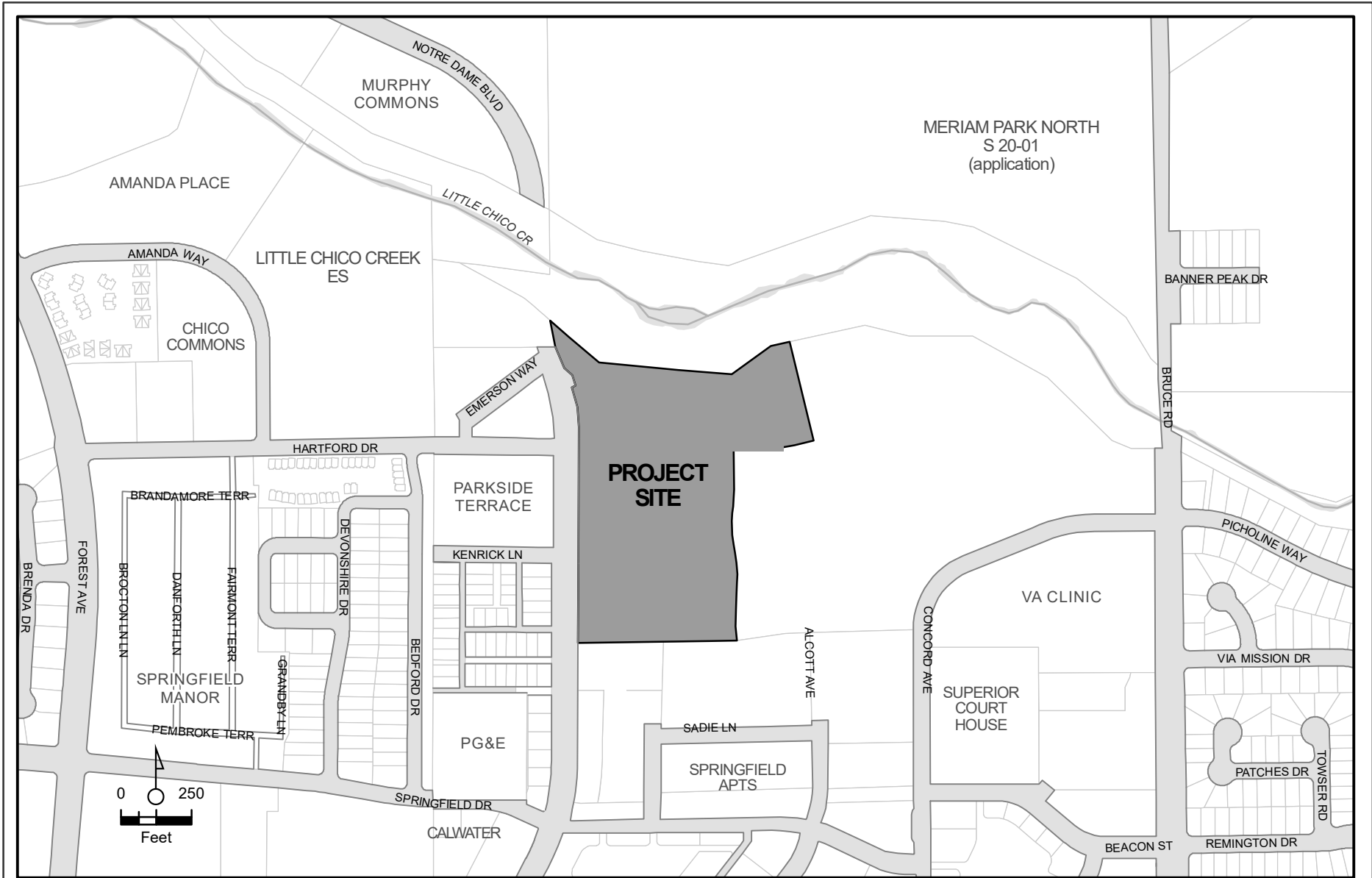
17 DISQUALIFIED:

18
19 ATTEST:

APPROVED AS TO FORM:

20
21 _____
22 Bruce Ambo
23 Planning Commission Secretary

24 _____
25 Andrew Jared, City Attorney*
26 *Pursuant to The Charter of
27 the City of Chico, Section 906(E)
28



S 19-04 (Meriam Park Ph EB)
 APN 002-180-167-000





NOTES

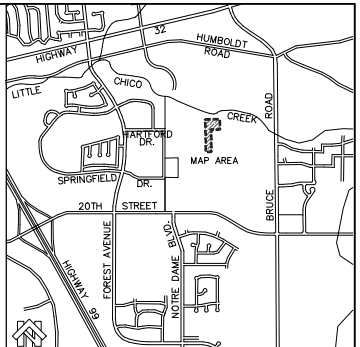
- ZONING - EXISTING - TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) ZONE
- GENERAL PLAN - EXISTING - SPECIAL MIXED USE (SMU)
- LAND USE - EXISTING - VACANT
- PROPOSED - RESIDENTIAL, POSSIBLE MIXED USE
- PROJECT SUPERVISOR - JIM STEVENS, PLS 6000
- SERIALS - CITY OF CHICO
- WATER - CALIFORNIA WATER SERVICE
- SEWER - CHICO
- POWER - PG&E
- TELEPHONE - AT&T
- CABLE TO COMCAST
- STORM DRAINAGE - CITY OF CHICO
- OWNER - PARCEL 002-180-167 MP BUNGALOW COMMONS, LLC - 1811 CONCORD AVE, SUITE 200, CHICO CA 95928
- DEVELOPER - MP BUNGALOW COMMONS, LLC - 1811 CONCORD AVE, SUITE 200, CHICO CA 95928
- WATER QUALITY TREATMENT TO BE ACHIEVED VIA BEST PRACTICE CONSTRUCTION REQUIREMENTS
- WATER QUANTITY TREATMENT TO BE ACHIEVED VIA TREATMENT POND
- TREES WILL BE A PHASED PROJECT. PHASES SHOWN ON PLANS ARE APPROXIMATE ONLY.
- EXISTING EASEMENTS AND ABANDONMENTS ARE SHOWN ON SHEET 2 AS WELL AS COMPLETE EXISTING PROPERTIES.
- UNLAWFUL RIGHTS WILL BE CONVEYED TO THE CITY ALONG ALL PUBLIC STREETS, EXCLUDING ALL ALLEYS IF ANY DESIGNATED.
- ANY EASEMENTS SETBACKS APPROVED BY THE DIRECTOR OF PUBLIC WORKS.
- THIS SUBDIVISION MAP IS NOT IN A FEMA FLOOD ZONE.
- ANY EXISTING WELLS OR SPRINGS IN PROJECT PROPERTY WILL BE ABANDONED UNDER COUNTY PERMITS.
- ALL EXISTING ADJACENT TO EXISTING IMPROVEMENTS SHALL CONFORM TO EXISTING GRADES.
- THERE ARE NO EXISTING BUILDING STRUCTURES ON THIS SITE.
- ALL LOTS ON MAP WILL COMPLY WITH TND CODE WITH ONSITE PARKING BEING ACCESSED FROM THE ALLEY.
- STORM DRAINAGE - CITY OF CHICO

TITLE 19.80 COMPLIANCE

THE SUBJECT PARCELS ARE ZONED TND. CHICO MUNICIPAL CODE SECTION 19.80 REQUIRES THE SUBMITTAL OF A CIRCULATION PLAN AND A REGULATION PLAN WITH THE TENTATIVE SUBDIVISION MAP.

TREE PRESERVATION NOTES

- PRIOR TO THE START OF CONSTRUCTION INSTALL SHOW FENCE AROUND TREE DRUPLINES.
- THE FOLLOWING DRUPLINE COMPACTION PREVENTION MEASURES SHALL BE EMPLOYED IF ANY WORK IS REQUIRED WITHIN THE DRUPLINE.
- AVOID PARKING OR DRIVING VEHICLES OR HEAVY EQUIPMENT THROUGH DRUPLINE.
- AVOID STORAGE OF EQUIPMENT OR MATERIALS WITHIN DRUPLINE.
- GRADING ACTIVITIES WITHIN THE DRUPLINE SHALL BE MINIMIZED AS MUCH AS PRACTICAL.
- ROOT PRUNING SHALL BE OVERSEEN BY A CERTIFIED ARBORIST. NO ROOTS GREATER THAN 2" SHALL BE CUT WITHIN THE CITY OF CHICO URBAN FORESTRY'S APPROVAL.
- WHEN NEW HARDSCAPE IS REQUIRED WITHIN THE DRUPLINE INSTALL BREATHABLE PAVEMENTS (LINE PERVIOUS CONCRETE) AS MUCH AS POSSIBLE (WHERE ALLOWED BY PUBLIC WORKS).



LOCATION MAP

- LEGEND**
- PROPOSED PUBLIC ROW LINE
 - PROPOSED LOT LINE
 - PROPOSED ROADWAY CENTER LINE
 - PROPOSED SUBDIVISION MAP / PHASE LIMIT
 - EXISTING PROPERTY LINE
 - ROADWAY OR ALLEY SECTION CALLOUT REFERRING THE CITY OF CHICO TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS
 - TN-10
 - EXISTING EASEMENT AS NOTED
 - EXISTING TREE TO REMAIN
 - ⊗ EXISTING TREE TO BE REMOVED
 - ⊗ REMAINING PROPERTY (UNAPPED UNDER TM 08-04) NO CHANGES PROPOSED

AREA TOTALS

TOTAL PARCEL AREA = 3.66 ACRES
 PHASE EB (002-180-167)
 22 LOTS 3.66 GROSS ACRES 2.35 NET ACRES (POST ROW DEDICATIONS)
 AVERAGE LOT SIZE = 0.11 ACRES
 GROSS LOTS/ACRE = 6.0 LOTS/ACRE

[Signature]
 NORTHSTAR
 ROSS SHAWNS
 EXP. 9/30/21
 CE 6851

[Signature]
 NORTHSTAR
 JAMES A. STEVENS
 CIV. PLS 6000
 EXP. 6/30/21

MERIAM PARK PHASE EB
 VESTING TENTATIVE SUBDIVISION MAP
 (S 19-04)
 A PUBLIC STREET SUBDIVISION
 FOR
 GONZALES FAMILY RESIDENTIAL LLC
 BEING A PORTION OF SECTION 30,
 TOWNSHIP 22 NORTH RANGE 2 EAST,
 MOUNT DIABLO MERIDIAN

CITY OF CHICO
 COUNTY OF BUTTE STATE OF CALIFORNIA



111 HERRINGBURN BLVD, SUITE 400, CHICO, CA 95928
 PHONE: (530) 893-8822 www.northstar.com



SCALE 1"=100'

NOT A PART
(002-180-141)

LITTLE CHICO CREEK
(002-180-097)

DEEDED TO CITY OF CHICO PER S.N.
97-10958 LITTLE CHICO CREEK GREENWAY
WITH EASEMENT OFFER ALONG CREEK
CHANNEL TO SACRAMENTO & SAN JOAQUIN
DRAINAGE DISTRICT PER 1822 O.R. 115

ADJUSTED BOUNDARY WITH GREENWAY
NET GREENWAY DEDICATION = 0.47 AC
(0.4535 SF) (PER 502-04)

EXISTING BIKE PATH

NOT A PART
(002-180-145)

NOT A PART
(002-180-146)

HARTFORD DRIVE

NOT A PART
(002-180-147)

KENRICK LANE

NOT A PART
(002-710-001)

NOT A PART
(002-180-173)

NOT A PART
(002-180-199)

NOT A PART
(002-180-175)

NOT A PART
(002-180-197)

NOT A PART
(002-180-177)

- LEGEND**
- 048-022-05 EXISTING ASSESSORS PARCEL NUMBER
 - PROPOSED PUBLIC ROW LINE
 - PROPOSED LOT LINE
 - EXISTING PROPERTY LINE INTERNAL
 - PROPOSED SUBDIVISION MAP LIMITS
 - EXISTING EASEMENT AS NOTED
 - REMAINING PROPERTY (MAPPED UNDER TSM 08-04)

20' SS EASEMENT
PER 2710 O.R. 655

20' SS EASEMENT
PER 2710 O.R. 655 (TO REMAIN)

CONCORD AVE

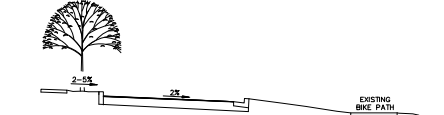
BRUCE ROAD



TN-4 (TYPICAL 36' INTERIOR AVENUES)

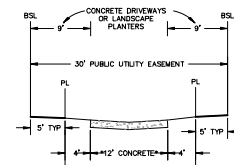


TN-5 (TYPICAL 32' INTERIOR STREET)



TN-7 (TYPICAL 27' CREEK SIDE DRIVE)

* POST CONSTRUCTION STORM WATER STANDARDS (MS4) MAY BE MET WITH CONSTRUCTION OF BIO CELLS WITHIN BULBING OF CURB INTO PARKING AREA AT SELECT LOCATIONS, SIMILAR TO BIO CELLS CONSTRUCTED IN CONCORD AVE IN CONJUNCTION WITH PHASE C, MERIAM PARK. ON TN-7 STREETS BIO CELLS MAY BE LOCATED IN GREENWAY BETWEEN STREET AND EXISTING BIKE PATH.



TN-12 (TYPICAL NEIGHBORHOOD ALLEY SECTION)

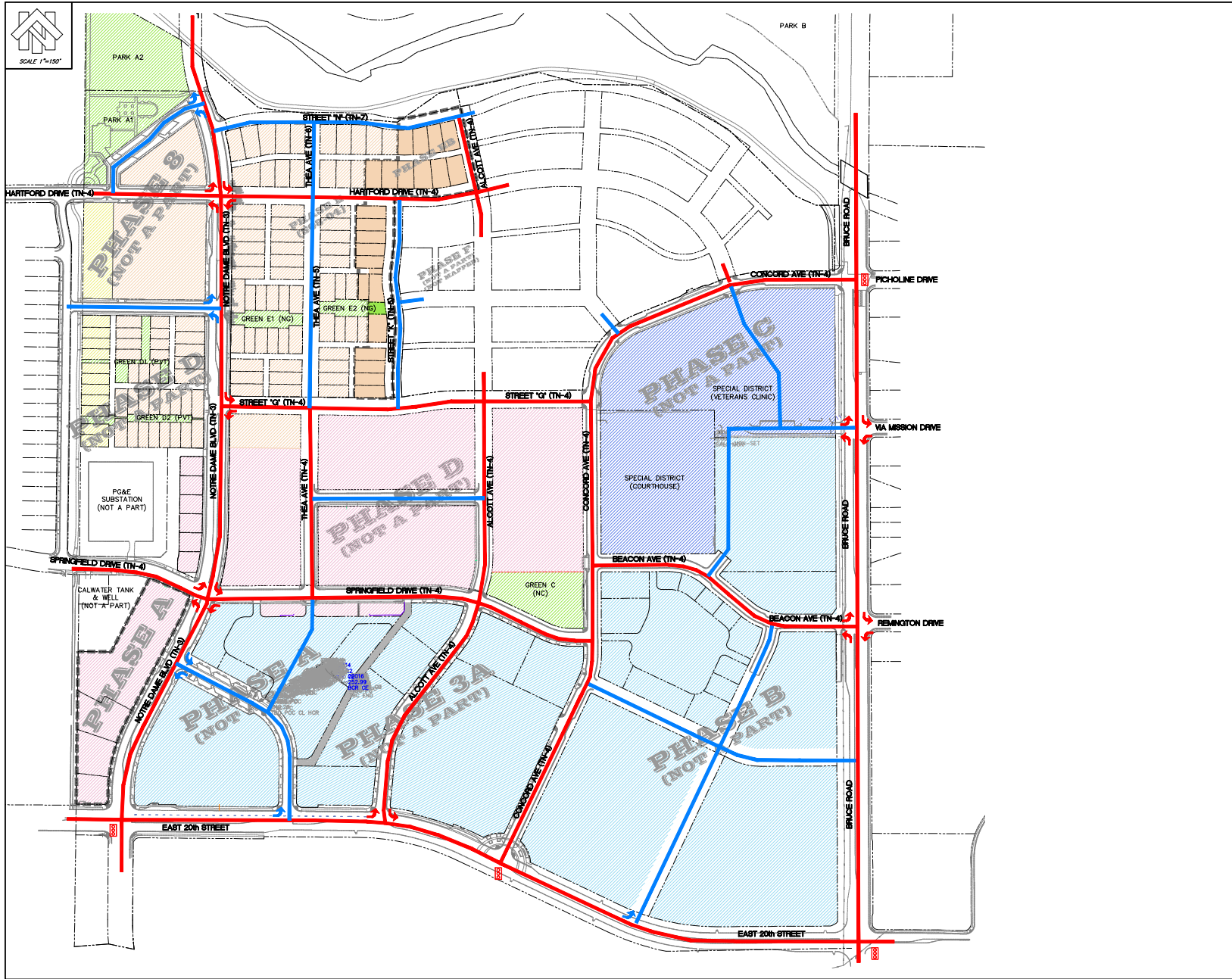
* POST CONSTRUCTION STORM WATER STANDARDS (MS4) MAY BE MET WITH CONSTRUCTION OF PERVIOUS CONCRETE ALLEY.

MERIAM PARK PHASE EB
VESTING TENTATIVE SUBDIVISION MAP
(S 19-04)
A PUBLIC STREET SUBDIVISION
FOR
GONZALES FAMILY RESIDENTIAL LLC
BEING A PORTION OF SECTION 30,
TOWNSHIP 22 NORTH RANGE 2 EAST,
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PHONE: (530) 894-8822 www.northstar.com



- TND DESIGNATIONS LEGEND:**
- NE - NEIGHBORHOOD EDGE
 - NG - NEIGHBORHOOD GENERAL
 - NC - NEIGHBORHOOD CENTER
 - C - CORE
 - NEIGHBORHOOD PARKS, GREENS, & PLAZAS (PVT) INDICATES PRIVATE FACILITY
 - SPECIAL DISTRICT
- CROSS HATCHED COLORS INDICATE EXISTING TND DESIGNATED LOTS

- EMERGENCY RESPONSE NETWORK LEGEND:**
- PRIMARY ERN
 - SECONDARY ERN
 - ALLOWED LEFT TURN ACCESS (SHOWN FOR MEDIAN STREETS ONLY WITHIN MERIAM). ALL NON-MEDIAN STREETS ALLOW LEFT TURNS STD.
 - FULL ACCESS TRAFFIC SIGNAL

- REGULATING PLAN NOTES:**
- PROPOSED PUBLIC OPEN SPACE ELEMENTS: PORTION OF GREEN E2
 - SITES RESERVED FOR CIVIC BUILDINGS: NONE
 - LOCATIONS REQUIRING SPECIFIC FRONTAGE TYPE: NONE
 - PROPOSED MODIFICATIONS TO BUILD-TO OR SETBACKS:
 - 1.1. BUILDINGS ON INTERSECTION CORNERS MAY HAVE UP TO A 10' BUILDING SETBACK (FROM PROPERTY LINES) TO IMPROVE LINE OF SITE FOR PEDESTRIAN & VEHICLE SAFETY. (CONSISTENT WITH AMENDED TSM (S 09-01) & (S 08-04))
 - PROPOSED NEW BUILDING TYPES / FRONTAGES: NONE
 - PROPOSED SPECIAL DISTRICT SITES: NONE

CIRCULATION & REGULATING PLAN
MERIAM PARK PHASE EB
 VESTING TENTATIVE SUBDIVISION MAP
(S 19-04)
 A PUBLIC STREET SUBDIVISION
 FOR
 GONZALES FAMILY RESIDENTIAL LLC
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CITY OF CHICO
 COUNTY OF BUTTE STATE OF CALIFORNIA



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 PHONE: (530) 894-8822 www.northstarinc.com

Exempt from payment of recording fees pursuant to §6103 and §27383 of the California Government Code.

After recording, return to:
City Manager
City of Chico
P. O. Box 3420
Chico, CA 95927-3420

Original DA Recorded 08/08/2007 See Serial No. 2007-0037817 Amendment #1 Recorded 08/24/2009 See Serial No. 2009-0030734 Amendment #2 Recorded 04/16/2010 See Serial No. 2010-0012310 Amendment #3 Recorded 11/18/2010 See Serial No. 2010-0040388 Amendment #4 Recorded 9/25/2014 See Serial No. 2014-0030606 Amendment #5 Recorded 6/11/17 See Serial No. 2017-0023599

DEVELOPMENT AGREEMENT

CITY OF CHICO/MERIAM PARK, LLC (DA 05-02)

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this [6th] day of [August], 2007, between the CITY OF CHICO, a municipal corporation, (“the City”), and MERIAM PARK, LLC, a California limited liability company, (“Meriam”), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code and Chapter 19.20 of the Chico Municipal Code.

RECITALS

A. Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and to reduce the economic risks of development, the Legislature of the State of California adopted sections 65864 et seq., of the California Government Code enabling a city and an applicant for a development project who has a legal or an equitable interest in the property to be developed, to enter into a development agreement establishing the zoning standards, land use regulations and development standards of the city that will govern project development.

B. Meriam Park Project. The Meriam Park Project is a large-scale, long-term, mixed-use planned development in southeast Chico. It has been designed with a range of housing types, sizes and prices, a mix of commercial spaces and civic uses, all within a connected network of streets. The plan for Meriam Park comes from the tradition of American neighborhood and town planning, similar in pattern to the older neighborhoods and commercial centers in Chico. The City recognizes the importance and advantages of neighborhood planning and mixed-use development in the Chico General Plan. The pattern of development, the range of housing opportunities, and the mix of residential, commercial and public uses provides greater long-term efficiency, flexibility and value. The City of Chico and the community have a significant interest in ensuring that the Meriam Park Project proceed in an orderly fashion as part of the overall

growth of the community and the resulting demand for housing and commercial space.

C. Property Description. The Project site constitutes approximately 229 undeveloped acres located in the southeast quadrant of the City of Chico. The real property includes those properties identified by Assessor's Parcel Numbers as listed in Exhibit "A" and more particularly described in Exhibit "B".

D. Development Agreement Goals. The City and Meriam desire to enter into this Agreement relating to the Property in order to facilitate orderly implementation of the development of the Meriam Park Project in general, and to provide for the improvement of public infrastructure, including the completion of Notre Dame Boulevard, improvement of perimeter street and intersection improvements along E. 20th Street and Bruce Road, provision of neighborhood greens, parks and plazas, and improvements in the Greenway along Little Chico Creek.

E. General Plan Consistency. The City hereby finds this Agreement to be consistent with the City of Chico General Plan.

F. Mutual Agreement. This Agreement constitutes an exercise of the City's discretion and police power.

G. Vested Rights. The parties agree that it is necessary and appropriate for the City to grant Meriam a vested right to proceed with the implementation of the Meriam Park Project as set forth herein. Therefore, except to the extent otherwise set forth in this Agreement, the City agrees that no subsequent changes in the General Plan, the City's zoning ordinances or other applicable ordinances or regulations shall apply to the Property for the term of this Agreement. However, nothing in this Agreement shall preclude the City from approving a change in zoning designation requested either by Meriam or by one of its successors in interest. The City recognizes and has determined that the granting of such vested rights and assurances, as set forth herein, is in the public interest and will assist Meriam in undertaking the development of the Meriam Park Project.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. GENERAL PROVISIONS

SECTION 1.1 Incorporation of Recitals. The recitals set forth above shall constitute an integral part of this Agreement and shall be binding on the parties.

SECTION 1.2 Property Description and Binding Covenants. The property that is the subject of this Agreement is that property which is more fully described in Exhibits "A" and "B"

(the “Property”). It is intended that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the parties and to their successors in interest.

SECTION 1.3 Interest of Meriam. Meriam has a fee interest in the Property and all other persons in the future holding legal or equitable interests in the Property are to be bound by this Agreement.

SECTION 1.4 Project Description. The development of the Property pursuant to this Agreement consists of the certain aspects of the implementation of the Meriam Park Master Plan as described and depicted set forth in Exhibit "C" ("Master Plan") which provides for the development of the Property with a mixed-use development in compliance with the TND Regulations adopted by the City, which development will consist of a maximum of 3,200 residential units, a maximum of 205,000 square feet of retail space and a maximum of 980,000 square feet of commercial and civic development, approximately 29 acres of open space and park elements and related public infrastructure all as further described in the certified Environmental Impact Report for the Meriam Park Program EIR, and as set forth by the terms and conditions of this Agreement. In the event of any inconsistencies between the Project Description and this Agreement, the terms of this Agreement shall govern.

In addition to the development of the Property subject to this Agreement as described above, the Meriam Park project (“Project”) includes a 4.29-acre site where it is anticipated that the State of California will construct a 60,000 square-foot courthouse. While the courthouse site is not subject to this Agreement, traffic attributable to the courthouse shall be included in calculating Meriam Park's project-wide PM peak-hour trips for the purposes of tracking Roadway Improvement requirements pursuant to Section 3.2 of this Agreement.

SECTION 1.5 Term. The term of this Agreement shall commence on the effective date of the ordinance authorizing the approval and execution of this Agreement and shall extend until the later of the completion of the Project or twenty-five (25) years from the adoption date of the ordinance, unless it is earlier terminated as set out herein.

SECTION 1.6 Assignment. Meriam shall have the right to sell, mortgage, hypothecate, assign or transfer the Property, in whole or in part, to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement, provided that any such sale, mortgage, hypothecation, assignment or transfer shall include the assignment of those rights, duties, and obligations arising under or from this Agreement, applicable to the Property, or portions thereof being assigned, transferred or sold and that the use of any such portion of the Property shall continue under the terms of this Agreement, until such time as the parties may expressly agree to the modification of this Agreement. Meriam and any subsequent assignor shall notify the City in writing of any assignment. The City shall have no obligation to provide future notice to any assignee if the above notice is not given. Any and all successors and assigns of Meriam shall have all of the same rights, benefits and obligations as Meriam under this

Agreement.

SECTION 1.7 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the City and the owner of the property which is the subject of the proposed amendment in the manner set forth in Government Code Sections 65867, 65867.5 and 65868. However, any change to this Agreement which does not alter the term, permitted uses, density or intensity of use, provisions for reservation and dedication of land; conditions, terms, restrictions and requirements relating to subsequent discretionary actions, or any conditions or covenants relating to the use of the Property shall not require notice or public hearing and may be made by mutual consent of the parties.

Consent of the successors in interest to Meriam who acquire less than all of Meriam's interest in the Property shall not be required for any amendment to this Agreement to be effective if the amendment does not change the land use regulations or entitlements for such party's property.

SECTION 2. DEVELOPMENT OF THE PROPERTY

SECTION 2.1 Development of the Property. Development of the Property shall be consistent with the Project Description as defined above. It is the intent of the parties that the development and use of the Property shall be controlled by this Agreement and the permitted land uses, density and intensity of use of the Property shall be those set forth in the Project Description and this Agreement and the right to develop the Property consistent with the Project Description and this Agreement shall vest upon the adoption and execution of this Agreement.

SECTION 2.2 Zoning. Concurrently with the adoption of the ordinance approving this Agreement, the Property is being rezoned to TND which represents the agreed zoning consistent with the General Plan, as amended and approved by the City. Implementation of the zoning will be guided by the TND Regulations adopted concurrently with the approval of this Agreement and the rezone of the Property to TND, unless otherwise mutually agreed to.

SECTION 2.3 Project Approvals. Pursuant to the provisions of Section 19.32.060 of the Chico Municipal Code, it is the express intent of the parties that the development of the Property and the Project, be controlled, and is hereby authorized, by the adoption of this Agreement. The parties acknowledge that development of the Project and the implementation of this Agreement will require approval by the City of various applications and certain other actions by the City, which may include, but not be limited to, those listed in Exhibit "D" hereto ("Project Approvals"). The City hereby commits itself to take such actions required to permit the implementation of the Project. The City shall not impose any condition on the approval of any such entitlements, permits or other actions which changes the permitted development and use of the Property from that shown in the Project Description. The City agrees that it shall timely

process the entitlement applications as submitted by Meriam or as may hereinafter be modified or any subsequent applications that Meriam may file. The parties agree that the City's approvals of such applications and any amendments that may from time to time be made to same, shall be consistent with this Agreement and the Project Description. Upon approval of such applications, Meriam's rights in each of those authorizations shall be further deemed to be vested.

SECTION 2.4 Applicable Ordinances and Regulations. As set forth herein, this Agreement vests in Meriam the right to develop and use the Property in accordance with the Project Description and the ordinances, resolutions, regulations, laws, general plan provisions, and official policies of the City in force and effect upon the effective date of this Agreement (the "Applicable Rules") and those amendments adopted concurrently with the approval of this Agreement. This section shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, but shall limit discretion of the City, or any of its officers or officials, boards or commissions such that the exercise of any such discretion shall not prevent development and use of the Property as shown in the Project Description. Any development of the Property with structures, or for uses, not described in the Project Description shall be subject to the ordinance, resolutions, regulations, laws, General Plan provisions and official policies of the City in effect at the time of such development and the City's discretion in regard to such applications shall not be limited by this Agreement.

SECTION 2.5 Application of Subsequently Enacted or Modified Rules. The City may apply subsequently adopted ordinances, resolutions, regulations, laws, general plan provisions, and official policies which are not in conflict or inconsistent with the Applicable Rules and this Agreement.

For the purpose of this Agreement, a new ordinance, resolution, regulation, law, general plan provision, and official policy shall be not deemed to be in conflict or inconsistent with the Applicable Rules if the application of such rule would not prevent the development or use of the Property as shown in the Project Description and is not in conflict with matters specifically addressed in this Agreement.

SECTION 2.6 Mitigation. Nothing contained in this Agreement is intended to derogate the obligation of Meriam relating to various environmental mitigations approved by the City, as more fully set forth in the certified Environmental Impact Report for the Meriam Park Program EIR and included as conditions of approval for any subsequently granted Project Approval in relation to the development of the Project. Any conservation easements to be recorded in order to implement Mitigation Measure BIO-2, as set forth in the EIR, shall be recorded prior to any grading or other construction activity occurring on the Property.

SECTION 2.7 Processing Fees and Charges. Meriam shall pay those processing, development and impact fees and charges of every kind and nature imposed or required by the City or other entities covering the actual costs of the City as follows:

1. Meriam shall pay such fees for processing applications, tentative subdivision maps, final maps, building permits, encroachment permits or other ministerial permits, boundary line modifications, mergers, or abandonments as necessary to undertake the project, and as are applicable to the specific application or permit at the time the application therefore is submitted.
2. Meriam shall pay such development impact fees applicable to development of the Project as are in effect at the time they are due. However, it is acknowledged that Meriam shall not be required to pay sewer trunkline fees because the Property is located within the Southeast Chico Sewer Assessment District (SECSAD), and has previously paid assessments for such improvements. Notwithstanding, should the City in the future determine a new trunkline improvement and nexus fee associated with it, to which the Project contributes an impact, the Project shall pay such new fee in accordance with Chico Municipal Code.
3. Meriam shall receive a credit against the development impact fees imposed herein when such credit is applicable under the Chico Municipal Code and in the amounts as calculated pursuant to the Municipal Code. Meriam shall receive credits against neighborhood park fees and greenway fees as set forth in sections 3.3 and 3.4 of this Agreement.
4. It is acknowledged that Meriam may sell one or more parcels within the Project depicted on Exhibit "C" as the Master Plan, including the 4.29-acre site referenced in Section 1.4, above, to the State of California or other governmental entities for development with courthouse, office or other government facilities. If the City is unable to collect any of the City's development impact fees, including but not limited to street facility fees, applicable to the type of use constructed for the state or other governmental entity, as such fees are calculated by the City, then the amount of those fees will be deducted from future reimbursements to Meriam which would otherwise be due to Meriam as a result of Meriam constructing oversized facilities as contemplated in this agreement.

SECTION 2.8 Timing and Commencement of Development. The application for the first regulating plan and subdivision map shall be submitted within one year from the effective date of this Agreement. At least 50,000 square feet of retail, commercial and/or civic space shall be developed within five years from the first building permit for the first phase of the Project and a total of 250,000 square feet shall be developed within 10 years from the issuance of the first building permit for the first phase of the Project. The City may grant an extension of time for meeting these requirements upon a showing by Meriam that such development within the timeframes set forth herein is impracticable.

SECTION 3. MERIAM OBLIGATIONS

SECTION 3.1 Property Development. The Property shall be developed and used according to this Agreement.

SECTION 3.2 Roadway Improvements.

1. All street improvements internal to the Meriam Park development shall be constructed by Meriam in conjunction with the development of each phase as required by each applicable regulating plan. Facilities connecting pedestrians and bicyclists to Bruce Road from the 4.29-acre courthouse site referenced in Section 1.4, above, shall be provided prior to building occupancy.
2. Certain improvements to segments of East 20th Street, Bruce Road and Notre Dame Boulevard adjacent to the Meriam Park development area shall also be constructed by Meriam as set forth below and illustrated on Exhibit "D" Meriam Park Roadway Improvements and Traffic Warrants.

Exhibit "D" consists of a table which identifies each segment of roadway improvement and the corresponding Meriam Park peak hour traffic warrant which triggers the construction of each segment. The table references the "Meriam Park 2009 Traffic Analysis" report prepared by the City of Chico's traffic consultant Whitlock & Weinberger Transportation, Inc., dated December 22, 2009. The second page of Exhibit "D" illustrates the location of the roadway segments.

To ensure timely improvement of roadway segments identified in Exhibit "D", Meriam shall provide an updated traffic analysis in conjunction with each subdivision improvement plan submittal to support the level of roadway improvement proposed within the subdivision improvement plans under consideration. The updated traffic analysis shall include existing and projected Meriam Park traffic levels affecting each segment identified in Exhibit "D", as determined necessary by the City, and shall set forth a time line for constructing roadway improvements for which traffic warrants have or will be met, in coordination with build out of specific subdivision phases.

Proper coordination of roadway improvements and project build out shall be assessed as part of the annual review set forth by Section 5 of this agreement. If the City finds during the annual review that Meriam has made unacceptable progress toward improving one or more identified segments for which traffic warrants have been met, then the City shall withhold issuance of any further building permits in Meriam Park until the needed roadway improvements are completed or substantially underway.

3. It is acknowledged that Meriam will be entitled to reimbursement for a portion of the costs of the installation of the improvements described above which are identified in the project listing of the City's Nexus Study. These improvements currently include, but are not limited in the future, to the installation of a traffic signal at the intersection of E. 20th Street and Notre Dame Boulevard, the widening of E. 20th Street, the widening of Notre Dame Boulevard and the widening of Bruce Road, and the Notre Dame Boulevard extension over Little Chico Creek. All such reimbursement shall be made pursuant to a reimbursement agreement as provided in the Chico Municipal Code, or by establishment of street facility impact fee credits for up to 50 percent of the total reimbursement amount of Nexus improvements for use toward subsequent development within Meriam Park.
4. Roadway improvements may be financed through a community facilities district or other appropriate financing mechanism, as approved by the City.
5. In the event that any of the improvements listed above are constructed by another party prior to the time Meriam's obligations for such construction arise, Meriam shall pay reimbursement fees as a benefitted property pursuant to Section 3.84 of the Chico Municipal Code, in addition to payment of the applicable street facility fees during the development of the Project.
6. Improvements to City street facilities which are identified in the Meriam Park Program EIR as streets upon which traffic from the Project will have a cumulative impact and which are included in the list of projects for which the City collects street improvement facility fees shall be programmed in the City's Capital Improvement Plan for construction as determined by the City.
7. Meriam shall work cooperatively with the Butte County Association of Governments (BCAG) regarding public transportation facilities and bus routes within the Meriam Park Project.

SECTION 3.3 Parks and Greens. Parks and greens will be provided throughout the Project in a manner which locates a park or a green within a 3-minute walk (approx. 800-900 feet) of 90% of the parcels in the Project, in accordance with the TND Regulations. These parks and greens will be developed concurrently with the development of the subdivision in which they are located, and each individual park or green will be completed prior to issuance of any certificate of occupancy that would result in occupancy on more than 50% of the parcels that are both within 900 feet of that park or green and more than 900 feet from any other completed park or green in the Project. Parks and Greens are conceptually illustrated in Exhibit "E" ("Neighborhood Parks Illustrative Exhibit"), and shall meet the criteria set forth below.

1. Each of the two neighborhood parks will contain turf areas for play, benches, pathways, drinking fountains, play equipment and other facilities for unstructured recreation activities. A neighborhood park will be located along the Little Chico Creek Greenway (shown as Neighborhood Park "A" on Exhibit "E") on the south side of the Greenway adjacent to Little Chico Creek Elementary School and will contain an active play area, a small sports field and picnic area. This park will be built within five years of the issuance of the first building permit for the Project. A second neighborhood park (shown as Neighborhood Park "B" on Exhibit "E") shall also be built within 10 years of the issuance of the first building permit for the Project. The combined acreage of Park A and Park B shall be not less than six gross acres. All land necessary for parks will be dedicated to the City free of cost or credit offset.
2. Greens shall be a minimum of 0.25 acres in net size and include minimum dimensions measured at right angles, back of walk to back of walk. Greens with four or more sides shall provide a primary dimension of at least 150 feet and maintain a secondary dimension of at least 40 feet (measured at the narrowest point along the primary dimension). Triangular shaped greens shall provide two minimum dimensions of 150 feet.

The City shall reimburse, or give a credit to, Meriam for, as applicable, the cost connected to the construction of parks and greens by Meriam from the neighborhood park fees paid by Meriam for development of the Project. The amount of reimbursement which may be made, or credit which may be applied, shall not exceed the actual amount of neighborhood park fees which are paid or become due for development of the Project.

Meriam shall submit the design for Parks A and B to the City for review and approval by the Bidwell Park and Playground Commission prior to construction.

The City and Meriam shall use their best efforts to develop and coordinate a formal agreement between the Chico Unified School District and the Chico Area Recreation District for the joint use of playfields at Little Chico Creek Elementary and Marsh Junior High School during non-school hours. The agreement may address matters of recreational programming, initial capital improvements, and ongoing funding of enhanced maintenance of recreational facilities.

SECTION 3.4 Greenway and Greenway Improvements. Meriam shall dedicate approximately an additional 1.0 acres to the greenway, as depicted on Exhibit "E." Meriam shall be entitled to a reimbursement or a credit against greenway fees, as applicable, for this dedication in the amount determined pursuant to the Chico Municipal Code. The dedication shall occur at such time as a final subdivision map is recorded which includes the portions of the Property immediately adjacent to the areas to be dedicated.

Meriam shall design and construct a bike path along the north side of Little Chico Creek and a bicycle/pedestrian bridge, as depicted in Exhibit "E." The bike path and bicycle/pedestrian bridge shall be completed prior to issuance of the first certificate of occupancy on the Property north of Little Chico Creek, or within 10 years of the issuance of the first building permit for the Project, whichever occurs first.

It is acknowledged that Meriam is entitled to a credit against greenway fees in the amount of \$157,087 based on the original dedication of the greenway land by Enloe, as set forth in the development agreement between Enloe Hospital and the City of Chico, dated February 25, 1997. The City shall also reimburse to Meriam, or give a credit for, as applicable, the costs connected with the construction of the greenway improvements required by this section in an amount not to exceed all greenway fees in excess of those applicable to the first 1,400 housing units developed in the Project.

The City shall use its best efforts to apply for and secure grants for which the City is eligible and which may be used for the construction costs of the greenway improvements.

SECTION 3.5 Maintenance and Financing of Park and Greenway Improvements. Meriam shall modify City of Chico Maintenance District No. 586 ("CMD 586") to reflect the configuration for Park, Greenway Improvements and common areas currently approved within the Project. No certificates of occupancy shall be issued for any structure or use in the Meriam Park Project until the date the modifications to CMD 586 have become effective.

SECTION 3.6 Financing of Park and Greenway Improvements. Any costs of the installation of the parks, greens and greenway improvements required by this Agreement which exceed the amount of reimbursement or credits for neighborhood park and greenway fees provided herein, may be funded by the Landscape and Lighting District, or other type of district or funding mechanism as may be approved by the City pursuant to Section 3.5, above. Meriam may also, at its option, install improvements in addition to those required by this Agreement. Such additional improvements may be installed at Meriam's sole cost and expense, or may be funded through the Landscape and Lighting, or other funding mechanism, otherwise established for the ongoing maintenance of park and greenway improvements, as may be approved by the City.

SECTION 3.7 Affordable Housing. The Meriam Park Project will be developed with a component of affordable housing. A summary of the number and type of units to be provided is as depicted in the table set forth below. The terms and conditions applicable to the timing and development of those units shall be as set forth below in paragraphs 1 and 2 of this Section.

Affordability Level	Number of Units	Types of Units	Located Within Meriam Park
Moderate Income	97	Single-Family	Yes
Low & Very Low Income	182 (Minimum of 109 very low.)	Multi-Family	Yes
Low & Very Low Income	66 (Minimum of 40 very low)	Multi-Family	May be located within or outside of Meriam Park.

1. In regard to the provision of affordable single-family homes, Meriam will incorporate the permitted building types into its development in such a manner that 97 units of work force housing are provided. These units shall consist of single-family homes, which may be detached or attached, and which sell at a market rate that is affordable to a moderate income family, as defined by the HUD or the California State Department of Housing and Community Development. Although the City's mortgage subsidy program would be available for use by eligible buyers of these units, the sale of the units shall not be restricted to mortgage subsidy recipients and the units would not be required to have an affordability covenant recorded against them to be counted toward the 97 units required. These units shall be dispersed throughout the development.
2. In regard to low and very low income units, Meriam shall provide for the development of 182 units of affordable housing for low and very low income households within the Project. A minimum of sixty percent of those units shall be affordable to very low income households. Such housing shall be dispersed throughout the Project, however, it is recognized that such housing will most likely be located in or near the CORE areas. It is acknowledged that such housing projects may be eligible for financing from low and moderate housing funds of the Chico Redevelopment Agency and that Meriam may apply to the Agency for assistance in the development of such housing.

As an alternative to providing for the development of these housing units, Meriam may make land within the Project site available for sale at fair market value to the City, Chico Redevelopment Agency, Butte County Housing Authority or other entity that will develop the property for low and/or very low income housing. The amount of land to be made available shall be an amount sufficient to provide for the number of required units which are not developed by Meriam and in parcels of sufficient size

to allow for a project design of sufficient density to be competitive for tax credit and/or tax-exempt bond financing. The parcels made available must also be located on sites which meet the “site amenities” requirements of the tax credit financing regulations.

Meriam shall commence the development of the housing required by this subsection 3.7(2) within four years of the first building permit being issued for development of the Project. Thereafter, development of the balance of the housing units may be phased. Such phasing shall provide for the development of the units in such a manner that the different housing projects will be dispersed within the Project area and which will result in the percentage of required housing units developed at any one time being roughly proportional to that of the total amount of area to be developed as CORE and neighborhood center areas of the Project. If Meriam has not begun development of these housing units within four years, Meriam shall immediately make available for purchase by another entity as set forth above an amount of land sufficient for development of one half of the required units. For purposes of this Agreement the development of the housing shall be considered to have been commenced if Meriam has a site reserved for the first housing development, a design for that housing development which meets the “site amenities” requirements of the tax credit financing regulations and is actively pursuing financing approvals for the housing development.

If Meriam has not begun actual construction activities within six years of the first building permit being issued for development of the Project, Meriam shall immediately make available for purchase by another entity as set forth above an amount of land sufficient for development of one half of the required units. Thereafter, Meriam may either build the remaining number of required units or shall make one additional parcel of land available for purchase three years later.

All such housing will be developed in conformance with the terms of this agreement and the TND Regulations, any design guidelines developed by Meriam for Meriam Park and any building prototypes developed by Meriam and suitable for such a housing development. Compliance with any provisions of such design guidelines or building prototypes which would cause the project to be unable to receive financing or would increase the costs of the construction so as to preclude its development as an affordable housing project, or which would conflict with the requirements of the Density Bonus Law at Government Code § 65915, shall not be required.

Meriam shall be given the opportunity to comment on the design of all housing not developed by Meriam at such time as design plans are first received by the City for review and as they proceed through the design review process. Additionally, in the

event that another party acquires a portion of the Property for the purpose of developing such a project and solicits proposals for its design and construction, Meriam shall be invited to comment on and participate in discussions regarding the identification of parties from whom solicitation should be sought and in which such proposals are evaluated.

In addition to the 182 units required above, beginning in the seventh year of the term of this Agreement, Meriam will work cooperatively with the City, or Chico Redevelopment Agency if so requested by the City, to endeavor to develop an additional 66 units of housing affordable to very low and low income households either within the Meriam Park development or elsewhere in the City of Chico. At least 60% of such units shall be affordable to very low income households.

SECTION 3.8 Minimum Density Requirements for Portions of Specified Phases

It is acknowledged by the Parties that the concurrent rezone of the Meriam Park Project site will rezone approximately 13.25 acres of land from R3 to TND. Property zoned R3 is counted in the City's inventory of land considered available to meet its allocated fair share of low and very low income housing, in accordance with the City's General Plan Housing Element and State law. Therefore, any rezone of vacant R-3 land must be accompanied by findings that show sufficient land remains available for development of the City's allocated fair share of low and very low income housing. In order to ensure this requirement is met, Meriam will develop 13.25 acres within the Project at a density equivalent to density permitted in the R3 zoning district as follows: A minimum of 4 acres of land at 14.01 dwelling units per acre (56.04 dwelling units) in neighborhood elements B and C (the first two phases of the project), 3 acres at the same density in Element F and 6.25 acres at that density in Elements D, A and E. Compliance with this requirement may be met in earlier phases of the project build-out.

SECTION 3.9 Transportation Management Association & Parking Benefit District.

Prior to issuance of the first certificate of occupancy within the Core area Meriam shall establish a Parking and Transportation Management Association (the "Association") for the Project. The Association shall have as its members all owners of Property designated CORE. The purpose of the Association shall be to implement mitigation measures TRAF-1a, TRAF-1b and TRAF 8a and 8b as set forth in the certified Meriam Park Program EIR.

The Association shall be responsible for developing a parking and transportation management plan which ensures parking supplies within the CORE meet demand and to administer programs necessary to fulfill that duty. The Association shall have the power to impose assessment against its members as necessary to implement such programs. Upon the commencement of development in the CORE, the Association shall report annually to the City to document compliance with the mitigation measures referenced above, which report shall be reviewed during the annual review of this Agreement.

SECTION 3.10 LEED-ND Certification. Meriam shall use its best efforts to secure certification of the Meriam Park project under the Leadership in Energy and Environmental Design - Neighborhood Development (LEED-ND) rating system developed by the US Green Building Council in cooperation with the Natural Resources Defense Council and the Congress for the New Urbanism. Meriam will seek certification for the Meriam Park project both as a planned project and when construction is complete. The City shall use its best efforts to help secure this certification for the project provided that such assistance may be provided at no cost to the City.

SECTION 3.11 Compliance with Conditions of Approval. Meriam shall, in consideration of the City's commitments, comply with the all provisions of this Agreement and of any future entitlements or permits which Meriam may apply for in regard to the development of the Property as may be reasonably imposed by the City and which are consistent with this Agreement and the Master Plan.

SECTION 4. CITY OBLIGATIONS

SECTION 4.1 Vested Rights. By entering into this Agreement, the City hereby grants to Meriam a vested right to proceed with the development of the Property in accordance with the terms and conditions of this Agreement and the Project Description. Meriam's vested right to proceed with the Project shall be subject to any subsequent approvals required in order to complete the Project, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not conflict with the provisions of this Agreement, supersede the Applicable Rules, or prevent development of the land for the uses and to the density or intensity of development set forth in this Agreement. Meriam's vested right to proceed with the Project shall be subject to compliance with the provisions of this Agreement.

SECTION 4.2 Conflicts with Subsequently Enacted Laws. In the event State or Federal laws or regulations enacted after the effective date of this Agreement, or formal action of any other governmental jurisdiction, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by the City, the parties agree that the provisions of this Agreement and the Project Description shall be modified, extended or suspended only to the extent necessary to comply with such State or federal laws or regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

SECTION 4.3 Cooperation. The City shall cooperate with Meriam in securing any permits that may be required by any governmental entity for the development of the Property consistent with this Agreement. The filing of any third-party lawsuits against the City and/or Meriam relating to this Agreement or the Property shall not delay or stop the processing or issuance of any entitlement or permit or other action or approval by the City unless specifically

enjoined by a court of competent jurisdiction.

SECTION 4.4 City Obligations Referenced in Other Sections. The City's obligations referenced in other sections of this Agreement are incorporated herein by reference. It is acknowledged that the Chico Redevelopment Agency is not a party to this Agreement and that this Agreement does not commit the Agency to take any particular action.

SECTION 4.5 Public Infrastructure Investments. It is acknowledged that the Chico Redevelopment Agency is not currently making a commitment to the funding of public infrastructure in Meriam Park. Approximately 56 acres of the Project is located within a merged redevelopment project area and development of that portion of the project will produce an increase in tax increment available to the Chico Redevelopment Agency. Within six years of the execution of this Agreement, and following the commencement of construction in the Core area of the Project, the City will request the Agency to consider whether there are potential infrastructure projects within the Project which could be eligible for Redevelopment Agency funding and for which such funds are available.

SECTION 4.6 Wetland Mitigation Credits. Pursuant to the Development Agreement previously entered into between the City and N.T. Enloe Memorial Hospital, which agreement shall be superseded by this Agreement, Meriam has the ability to use an unspecified five acres on a seven-acre parcel owned by the City on the south side of E. 20th Street for Wetlands mitigation. Meriam hereby specifically relinquishes that right. In consideration therefore, the City agrees to assign to Meriam Park credits owned by the City for vernal pool preservation and fresh emergent wetlands which are equivalent in value to \$133,050, which is the mitigation value of the E. 20th Street property as determined by Gallaway Consulting in its letter addressed to the City Manager dated February 8, 2007. Alternatively, if such credits are not available at the time such mitigation is required to be implemented by Meriam Park, the City will pay Meriam Park the mitigation value of the E. 20th Street site, as set forth above.

SECTION 5. ANNUAL REVIEW

SECTION 5.1 Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, initiate a review and make findings specifically as to the extent of good faith compliance by Meriam with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Development Agreement pursuant to the provisions as set forth below in this Section and Section 6.1.

Upon not less than thirty (30) days written notice by the City Manager, or his or her designee, Meriam shall provide such information as may be reasonably requested by the City and

deemed by the City to be required in order to ascertain compliance with this Agreement. The City shall deposit in the mail to Meriam a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least seven (7) calendar days prior to any such periodic review. Meriam shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the City Planning Commission, before the Commission. If the City determines following completion of the normal scheduled periodic review, that based on substantial evidence Meriam has materially breached its obligations under this Agreement, the City may provide Meriam with written notice of proposed termination or modification of this Agreement shall be given, pursuant to applicable laws and regulations, specifying in the notice the alleged nature of the default, and suggested or potential actions and timing to cure the default where appropriate. Meriam shall have not less than ninety (90) days within which to cure any alleged default determined pursuant to this Section. The City shall have no duty to give notice of an annual review to anyone having an ownership interest in a portion of the Project deemed complete by the City and released from the obligations of this Agreement. Formal rules of evidence shall not apply in such proceedings.

SECTION 6. DEFAULT, DELAYS AND REMEDIES

SECTION 6.1 Default. The failure or unreasonable delay by either party to perform any obligation under this Agreement shall constitute a default and a material breach of this Agreement. In the event of a default the aggrieved party shall be allowed to give written notice of the default, specifying the facts that constitute the default, to the other party. The defaulting party shall have a period of 90 days from the date of the written notice to cure the default, after which the aggrieved party may declare this Agreement terminated or, at that party's election, institute legal proceedings, including without limitation, an action for specific performance, writ of mandate or such other appropriate action.

SECTION 6.2 Excusable Delays. The delay in the performance of any obligation under this Agreement shall not give rise to a default and material breach where the delay by a party is beyond the control of that party, is prevented or delayed due to war, insurrection, riots, strikes or similar job actions, casualties, acts of God, or governmental restrictions imposed or mandated by entities other than the City, enactment of conflicting state or federal laws or regulations, litigation, or similar bases for excused performance. If written notice of such delay is given to the City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

SECTION 6.3 Remedies. Nothing herein shall be deemed to be a limitation upon the remedies allowed by law in the event of a breach of this Agreement. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default,

to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, injunctive relief, and relief in the nature of mandamus. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

SECTION 7. GENERAL PROVISIONS

SECTION 7.1 Indemnification. Meriam shall defend, indemnify and hold harmless the City, its boards and commissions, officers and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to or claim regarding the legality, validity, processing or adequacy of any of the following: (i) this Agreement; (ii) the environmental impact report prepared in connection with the approval of the Project, or any subsequent approvals or permits issued in relation to the Project; (iii) the proceedings undertaken in connection with the adoption or approval of any of the above; (iv) any subsequent approvals or permits relating to the Project; (v) the processing of occupancy permits and (vi) any amendments to this Agreement.

SECTION 7.2 Authority to Execute. The person or persons executing this Agreement on behalf of Meriam warrant and represent that they have the authority to execute this Agreement on its behalf and represent that they have the authority to bind Meriam to the performance of its obligations hereunder.

SECTION 7.3 Cancellation or Modification. This Agreement may not be canceled or modified except by mutual consent of all parties.

SECTION 7.4 Construction of Agreement. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This Agreement shall be governed by the laws of the State of California. Any dispute between the parties shall be submitted to the Butte County Superior Court.

SECTION 7.5 Covenants of Good Faith and Fair Dealing. Neither party shall do anything which shall have the effect of harming or injuring the right of the other party to receive the benefits of this Agreement; each party shall refrain from doing anything which would render its performance under this Agreement impossible; and each party shall do everything which this Agreement contemplates that such party do to accomplish the objectives and purposes of this Agreement.

SECTION 7.6 Entire Agreement. This Agreement, together with the exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

SECTION 7.7 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, file or record any required instruments and writings necessary to evidence or consummate the transactions contemplated by this Agreement, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

SECTION 7.8 Novation of Prior Development Agreement. This Agreement shall supersede and replace the Development Agreement made and entered into on February 25, 1997, between the City of Chico and N.T. ENLOE MEMORIAL HOSPITAL, as adopted by Chico City Ordinance No. 2117 (“Enloe Development Agreement”) and recorded as document number 97-010955 in the Official Records of Butte County, and any amendment thereto. Meriam is an assignee and successor in interest to N.T. ENLOE MEMORIAL HOSPITAL pursuant to Section 1.6 of the Enloe Development Agreement.

SECTION 7.9 Severability. The provisions of this Agreement are contractual, and not mere recitals, and shall be considered severable, so that if any provision or part of this Agreement shall at any time be held invalid, that provision or part thereof shall remain in force and effect to the extent allowed by law, and all other provisions of this Agreement shall remain in full force and effect, and be enforceable.

SECTION 7.10 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

SECTION 7.11 No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under the provisions of this Agreement shall impair any such right or power to be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party shall not be construed as a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof.

SECTION 7.12 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Meriam, or Meriam’s assigns and successors.

Notice shall be effective on the date delivered in person, or the date when such notice is mailed to the address of the receiving party indicated below:

Notice to the City: City of Chico
Attention: City Manager
P. O. Box 3420
Chico, CA 95927

Notice to Meriam: Meriam Park, LLC
360 E. 6th Street
Chico, CA 95928

SECTION 7.13 Recording. The City Clerk shall cause a copy of this Agreement to be recorded with the Butte County Recorder no later than ten (10) days following execution of this Agreement by both parties, which execution will take place no sooner than the effective date of the ordinance approving this Agreement.

SECTION 7.14 Exhibits. The exhibits attached to this Agreement are incorporated herein by reference, and are identified as follows:

- Exhibit "A" List of Properties by Assessor's Parcel Number comprising the Project
- Exhibit "B" Legal Description of Property
- Exhibit "C" Master Plan
- Exhibit "D" Roadway Improvements and Traffic Warrants
- Exhibit "E" Neighborhood Parks Illustrative Exhibit

IN WITNESS THEREOF, the parties have duly signed this Amendment as of the date first written above.

Amendment:
MERIAM PARK, LLC
A California Limited Liability Corporation

The Undersigned Hereby Consents to this
FLATFOOT, LLC
A California Limited Liability Corporation

_____*
By: Thomas DiGiovanni
Sole Managing Member

_____*
By: Kenneth R. Grossman
Managing Member

CITY OF CHICO,

APPROVED AS TO FORM AND CONTENT:

A Municipal Corporation

_____*
By: Mark Orme
City Manager

Vincent C. Ewing, City Attorney

Approved pursuant to City of Chico City
Council Ordinance No. _____,
adopted _____.

* Signatures to be acknowledged.

EXHIBIT B

LEGAL DESCRIPTION

Real property in the City of Chico, County of Butte, State of California, described as follows:

PARCEL I:

THE REMAINDER PARCEL, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON DECEMBER 29, 1998, IN BOOK 145 OF MAPS, AT PAGE(S) 79 THRU 83.

PARCEL II:

BEING A PORTION OF PARCELS 1 AND 2 AND THE "NOT A PART" PARCEL AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN MAP BOOK 145, AT PAGES 79-83 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 2 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 20TH STREET AS SHOWN ON SAID MAP; THENCE, FROM SAID POINT OF COMMENCEMENT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89 DEG. 31' 01" EAST, 821.33 FEET TO THE TRUE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND LEAVING SAID RIGHT-OF-WAY LINE, NORTH 01 DEG. 51' 26" WEST, 239.40 FEET; THENCE NORTH 89 DEG. 12' 18" EAST, 109.01 FEET; THENCE NORTH 40 DEG. 20' 56" EAST, 266.61 FEET; THENCE NORTH 32 DEG. 56' 55" EAST, 251.45 FEET; THENCE NORTH 60 DEG. 00' 00" WEST, 182.90 FEET; THENCE NORTH 21 DEG. 41' 03" EAST, 239.90 FEET; THENCE NORTH 21 DEG. 13' 21" WEST, 473.78 FEET; THENCE NORTH 74 DEG. 48' 15" EAST, 165.55 FEET; THENCE NORTH 68 DEG. 17' 06" EAST, 129.50 FEET; THENCE NORTH 24 DEG. 43' 19" WEST, 290.20 FEET; THENCE NORTH 76 DEG. 16' 45" WEST, 470.31 FEET; THENCE NORTH 90 DEG. 00' 00" WEST, 112.99 FEET; THENCE SOUTH 01 DEG. 01' 11" EAST, 223.60 FEET; THENCE SOUTH 21 DEG. 40' 57" EAST, 158.25 FEET; THENCE NORTH 56 DEG. 21' 27" EAST, 76.66 FEET; THENCE NORTH 50 DEG. 17' 10" EAST, 195.40 FEET; THENCE SOUTH 39 DEG. 11' 37" EAST, 105.72 FEET TO THE BEGINNING OF A TANGENT, 89.00 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 35 DEG. 51' 38", AN ARC DISTANCE OF 55.70 FEET; THENCE SOUTH 03 DEG. 19' 59" EAST 155.37 FEET; THENCE SOUTH 00 DEG. 34' 20" EAST, 578.95 FEET; THENCE SOUTH 48 DEG. 30' 21" WEST, 284.08 FEET; THENCE SOUTH 41 DEG. 11' 37" EAST, 43.33 FEET; THENCE SOUTH 52 DEG. 26' 43" EAST, 64.78 FEET; THENCE SOUTH 27 DEG. 29' 17" WEST, 489.65 FEET; THENCE NORTH 62 DEG. 31' 43" WEST, 183.52 FEET; THENCE SOUTH 25 DEG. 26' 27" WEST, 371.74 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 20TH STREET, AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 64 DEG. 33' 33" WEST, 177.87 FEET TO A POINT ON A TANGENT 810.00 FOOT RADIUS CURVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND SAID CURVE, CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 24 DEG. 57' 28", AN ARC DISTANCE OF 352.83 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 89 DEG. 31' 01" WEST, 137.76 FEET TO

EXHIBIT B

THE POINT OF BEGINNING.

RESERVING THEREFROM ALL THAT PROPERTY DEDICATED TO THE CITY OF CHICO ON SAID MAP.

ALSO RESERVING THEREFROM ALL THOSE PORTIONS OF RIGHT-OF-WAYS ACQUIRED BY THE OF CHICO UNDER THE FOLLOWING DEEDS: BOOK 2352, O.R. PAGE 162; BOOK 2649, OR.PAGE 591 BUTTE COUNTY OFFICIAL RECORDS, AND THOSE DEEDS RECORDED UNDER BUTTE COUNTY SERIAL NUMBERS 92-1457; 92-59507; 93-28937; AND 94-38301.

AND RESERVING THEREFROM ALL THOSE EASEMENTS AS SHOWN ON SAID MAP.

THE ABOVE DESCRIBED PARCEL IS PURSUANT TO A LOT LINE ADJUSTMENT APPROVED BY THE OF CHICO, BY DEED RECORDED FEBRUARY 3, 2006, SERIAL NO. 2006-0005393 AND RE-RECORDED MARCH 20, 2007, SERIAL NO. 2007-0013500.

PARCEL III:

BEING A PORTION OF PARCELS 1 AND 2 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN MAP BOOK 145, AT PAGES 79-83 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 2 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF E. 20TH STREET AS SHOWN ON SAID MAP; THENCE, FROM SAID POINT OF COMMENCEMENT AND ALONG SAID WESTERLY LINE, NORTH 00 DEG. 43' 52" EAST, 910.47 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SPRINGFIELD DRIVE; THENCE ALONG SAID SPRINGFIELD CENTERLINE, NORTH 89 DEG. 13' 52" EAST, 332.00 FEET TO THE INTERSECTION OF NOTRE DAME BOULEVARD; THENCE ALONG SAID NOTRE DAME CENTERLINE, NORTH 00 DEG. 43' 52" EAST, 381.22 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 89 DEG. 16' 08" WEST, 332.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE, NORTH 00 DEG. 43' 52" EAST, 104.01 FEET; THENCE LEAVING SAID LINE, SOUTH 89 DEG. 16' 08" EAST, 410.54 FEET; THENCE NORTH 00 DEG. 04' 02" WEST, 15.66 FEET; THENCE NORTH 89 DEG. 55' 58" EAST, 428.22 FEET; THENCE SOUTH 48 DEG. 21' 16" EAST, 59.30 FEET; THENCE NORTH 76 DEG. 52' 31" EAST, 127.02 FEET; THENCE SOUTH 12 DEG. 13'

21" EAST, 473.78 FEET; THENCE SOUTH 21 DEG. 41' 03" WEST, 2.39.90 FEET: THENCE SOUTH 60 DEG. 00' 00" EAST, 182.90 FEET; THENCE SOUTH 32 DEG. 56' 55" WEST, 251.45 FEET; THENCE SOUTH 40 DEG. 20' 56" WEST, 226.61 FEET; THENCE SOUTH 89 DEG. 12' 18" WEST, 109.01 FEET; THENCE SOUTH 04 DEG. 34' 04" EAST, 240.77 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 20TH STREET AS SHOWN ON SAID MAP; THENCE ALONG SAID CENTERLINE, NORTH 89 DEG. 31' 01" WEST, 810.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PROPERTY DEDICATED TO THE OF CHICO ON SAID MAP.

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EXHIBIT B

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF RIGHT-OF-WAYS ACQUIRED BY THE OF CHICO UNDER THE FOLLOWING DEEDS: BOOK 2352, O.R. PAGE 162; BOOK 2649, PAGE 591 BUTTE COUNTY OFACIAL RECORDS, AND THOSE DEEDS RECORDED UNDER BUTTE COUNTY SERIAL NUMBERS 92-1457; 92-59507; 93-28937; AND 94-3830.

AND RESERVING THEREFROM ALL THOSE EASEMENTS AS SHOWN ON SAID MAP.

THE ABOVE DESCRIBED PARCEL IS PURSUANT TO A LOT UNE ADJUSTMENT APPROVED BY THE OF CHICO, BY DEED RECORDED FEBRUARY 3, 2006, SERIAL NO. 2006-0005393 AND RECORDED MARCH 20, 2007, SERIAL NO. 2007-0013500.

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO CALIFORNIA WATER SERVICE COMPANY, A CALIFORNIA PUBLIC UTILITY WATER CORPORATION, BY DEED RECORDED MARCH 27, 2007, SERIAL NO. 2007-0014795, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 145 OF MAPS, AT PAGES 79-83, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY UNE OF SAID PARCEL 2 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SPRINGFIELD DRIVE AS SHOWN ON SAID PARCEL MAP, SAID POINT LYING 31 FEET SOUTH OF THE INTERSECTION OF SAID WESTERLY LINE AND THE CENTERLINE OF SAID SPRINGFIELD DRIVE; THENCE FROM SAID POINT OF BEGINNING, AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89 DEG. 13' 52" EAST, 100.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, PARALLEL WITH SAID WESTERLY LINE, SOUTH 00 DEG. 43' 52" WEST, 100.00 FEET; THENCE PARALLEL WITH SAID SPRINGFIELD DRIVE RIGHT OF WAY LINE, NORTH 89 DEG. 13' 52" WEST, 100.00 FEET TO A POINT ON SAID WESTERLY LINE; THENCE ALONG SAID LINE NORTH 00 DEG. 43' 52" EAST, 100.00 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE WESTERLY LINE OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 145 OF MAPS, AT PAGES 79-83, TAKEN BETWEEN FOUND MONUMENTS AND ASSIGNED THE BEARING NORTH 00 DEG. 43' 52" EAST.

THE ABOVE EXCEPTED PARCEL IS PURSUANT TO A LOT LINE ADJUSTMENT APPROVED BY THE COUNTY OF BUTTE, BY DEED RECORDED MARCH 27, 2007, UNDER SERIAL NO. 2007-0014796.

EXHIBIT B

PARCEL IV:

BEING A PORTION OF PARCELS 1, 2, 3, 4, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN MAP BOOK 145, AT PAGES 79-83 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 4 AS SHOWN ON SAID PARCEL MAP; THENCE, ALONG THE NORTHERLY LINE OF SAID PARCELS 4 AND 2, THE FOLLOWING COURSES AND DISTANCES: SOUTH 81 DEG. 05' 46" EAST, 125.93 FEET; SOUTH 60 DEG. 37' 33" EAST, 231.74 FEET; SOUTH 47 DEG. 57' 25" EAST, 205.91 FEET; SOUTH 49 DEG. 44' 05 EAST, 139.18 FEET; SOUTH 83 DEG. 40' 29" EAST, 280.04 FEET; SOUTH 84 DEG. 55' 21" EAST, 190.63 FEET; NORTH 55 DEG. DO' 39" EAST, 171.16 FEET; NORTH 78 DEG. 07' 08" EAST, 21.78 FEET; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 13 DEG. 43' 22" WEST, 377.22; THENCE SOUTH 13 DEG. 43' 40" WEST, 64.69 FEET; THENCE SOUTH 03 DEG. 37' 05" WEST, 79.25 FEET; THENCE SOUTH 10 DEG. 10' 47" EAST, 254.16 FEET; THENCE SOUTH 24 DEG. 43' 19" EAST, 290.20 FEET; THENCE SOUTH 68 DEG. 17' 06" WEST, 129.50 FEET; THENCE SOUTH 74 DEG. 48' 15" WEST, 165.55 FEET; THENCE SOUTH 76 DEG. 52' 31" WEST, 127.02 FEET; THENCE NORTH 48 DEG. 21' 16" WEST, 59.30 FEET; THENCE SOUTH 89 DEG. 55' 58" WEST, 428.22 FEET; THENCE SOUTH 00 DEG. 04' 02" EAST, 15.66 FEET; THENCE NORTH 89 DEG. 16' 08" WEST, 410.54 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE, NORTH 00 DEG. 43' 52" EAST, 800.90 FEET; THENCE NORTH 00 DEG. 27' 21" EAST, 619.09 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PROPERTY DEDICATED TO THE CITY OF CHICO ON SAID MAP.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF RIGHT-OF WAYS ACQUIRED BY THE CITY OF CHICO UNDER THE FOLLOWING DEEDS:

BOOK 2352, O.R. PAGE 162; BOOK 2649, O.R. PAGE 591 BUTTE COUNTY OFFICIAL RECORDS, AND THOSE DEEDS RECORDED UNDER SUITE COUNTY SERIAL NUMBERS 92-1457; 92-59507; 93-28937; AND 94-38301.

AND RESERVING THEREFROM ALL THOSE EASEMENTS AS SHOWN ON SAID MAP.

PARCEL V:

BEING A PORTION OF THAT CERTAIN PARCEL MAP NO. 97-01, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN MAP BOOK 145, AT PAGES 79-83 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID "NOT A PART" PARCEL, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF BRUCE ROAD; THENCE, FROM SAID POINT OF COMMENCEMENT AND ALONG SAID BRUCE ROAD RIGHT-OF-WAY LINE, SOUTH 00 DEG. 14' 45" EAST, 153.94 FEET TO THE TRUE POINT OF BEGINNING FOR THE

EXHIBIT B

PARCEL HEREIN DESCRIBED; THENCE LEAVING SAID POINT OF BEGINNING AND SAID RIGHT-OF-WAY LINE, SOUTH 89 DEG. 45' 15" WEST, 486.53 FEET; THENCE NORTH 03 DEG. 19' 59" WEST, 155.37 FEET; THENCE NORTH 21 DEG. 15' 48" WEST, 54.80 FEET; THENCE NORTH 39 DEG. 11' 37" WEST, 105.72 FEET; THENCE SOUTH 50 DEG. 17' 10" WEST, 195.40 FEET; THENCE SOUTH 56 DEG. 21' 27" WEST, 76.66 FEET; THENCE NORTH 21 DEG. 40' 57" WEST, 158.25 FEET; THENCE NORTH 01 DEG. 00' 11" WEST, 223.60 FEET; THENCE NORTH 90 DEG. 00' 00" WEST, 112.99 FEET; THENCE SOUTH 76 DEG. 16' 45" WEST, 470.31 FEET; THENCE NORTH 10 DEG. 10' 47" WEST, 254.16 FEET; THENCE NORTH 03 DEG. 37' 05" EAST, 79.25 FEET; THENCE NORTH 13 DEG. 45' 40" EAST, 64.69 FEET; THENCE NORTH 13 DEG. 43' 22" EAST, 377.22 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2 THE FOLLOWING COURSES AND DISTANCES: NORTH 78 DEG. 07' 08" EAST, 320.09 FEET; NORTH 75 DEG. 06' 17" EAST, 160.78 FEET; SOUTH 89 DEG. 29' 00" EAST, 225.20 FEET; SOUTH 60 DEG. 13' 17" EAST, 303.03 FEET; SOUTH 48 DEG. 14' 37" EAST, 319.09 FEET; SOUTH 66 DEG. 01' 21" EAST, 74.29 FEET; NORTH 89 DEG. 45' 15" EAST, 109.16 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BRUCE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00 DEG. 14' 45" EAST, 753.94 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PROPERTY DEDICATED TO THE CITY OF CHICO ON SAID MAP.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF RIGHT-OF WAYS ACQUIRED BY THE CITY OF CHICO UNDER THE FOLLOWING DEEDS:

BOOK 2352, O.R. PAGE 162; BOOK 2649, O.R. PAGE 591 BUTTE COUNTY OFFICIAL RECORDS, AND THOSE DEEDS RECORDED UNDER BUTTE COUNTY SERIAL NUMBERS 92-1457; 92-59507; 93-28937; AND 94-38301.

AND RESERVING THEREFROM ALL THOSE EASEMENTS AS SHOWN ON SAID MAP.

PARCEL VI:

BEING A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN MAP BOOK 145, AT PAGES 79-83 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID "NOT A PART" PARCEL, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF BRUCE ROAD; THENCE, FROM SAID POINT OF COMMENCEMENT AND ALONG SAID BRUCE ROAD RIGHT-OF-WAY LINE, SOUTH 00 DEG. 14' 45" EAST, 153.94 FEET TO THE TRUE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEG. 14' 45" EAST, 1755.60 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 20TH STREET AS SAME IS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY

EXHIBIT B

LINE, SOUTH 89 DEG. 04' 05" WEST, 627.25 FEET TO A POINT ON A NON-TANGENT 850 FOOT RADIUS CURVE, FROM WHICH A RADIAL LINE BEARS NORTH 11 DEG. 26' 04" EAST; THENCE ALONG SAID SOUTHERLY RIGHT-Of-WAY LINE AND SAID CURVE:, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 14 DEG. 00' 23", AN ARC DISTANCE OF 207.792 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-Of-WAY LINE, NORTH 60 DEG. 33' 33" WEST, 382.79 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-Of-WAY LINE, NORTH 2S DEG. 26' 27" EAST, 371.74 FEET; THENCE SOUTH 62 DEG. 31' 43" EAST, 183.52 FEET; THENCE NORTH 27 DEG. 28' 17" EAST, 489.65 FEET; THENCE NORTH 52 DEG. 26' 43" WEST, 64.78 FEET; THENCE NORTH 41 DEG. 11' 37" WEST, 43.33 FEET; THENCE NORTH 48 DEG. 30' 21" EAST, 284.08 FEET; THENCE NORTH 00 DEG. 34' 20" WEST, 587.95 FEET; THENCE NORTH 89 DEG. 45' 15" EAST, 486.53 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PROPERTY DEDICATED TO THE CITY OF CHICO ON SAID MAP.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF RIGHT-OF-WAYS

ACQUIRED BY THE CITY OF CHICO UNDER THE FOLLOWING DEEDS: BOOK 2352, OR PAGE 162; BOOK 2649, OR PAGE 591 BUTTE COUNTY OFFICIAL RECORDS, AND THOSE DEEDS RECORDED UNDER BUTTE COUNTY SERIAL NUMBERS 92-1457; 92-59507; 93-28937; AND 94-38301.

AND RESERVING THEREFROM ALL THOSE EASEMENTS AS SHOWN ON SAID MAP.

THE ABOVE DESCRIBED PARCEL IS PURSUANT TO A LOT UNE ADJUSTMENT APPROVED BY THE CITY OF CHICO, BY DEED RECORDED FEBRUARY 3, 2006, SERIAL NO. 2006-0005393 AND RERECORDED MARCH 20, 2007, SERIAL NO. 2007-0013500. APN: 002-180-102-000; 002-180-121-000; 002-180-122-000; 002-180-123-000; 002-180-124-000; 002-180-125-000; 002-180-126-000; 002-180-127-000; 002-180-128-000; 002-180-129-000; 002-180-130-000; AND 002-180-131-000

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 5, AS SAID PARCEL IS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE FOR BOUNDARY LINE MODIFICATION 07-09 RECORDED DECEMBER 28, 2007, UNDER RECORDER'S SERIAL NUMBER 2007-0059800, OFFICIAL RECORDS OF BUTTE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 5;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 5, SOUTH 89°53'52" WEST 31.00 FEET TO THE WEST RIGHT OF WAY LINE OF BRUCE ROAD AS SHOWN ON PARCEL MAP NO. 97-01, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE

EXHIBIT B

DECEMBER 29, 1998, IN BOOK 145 OF MAPS AT PAGES 79-83;

THENCE CONTINUING ALONG SAID SOUTH LINE OF PARCEL 5, SOUTH 89°53'52" WEST 424.17 FEET: THENCE LEAVING SAID SOUTH LINE OF PARCEL 5, NORTH 00°14'41" WEST 60.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°14'41" WEST, 485.00 FEET; THENCE SOUTH 89°53'52" WEST 385.00 FEET; THENCE SOUTH 00°14'41" EAST 485.00 FEET TO A POINT 60 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY PROLONGATION OF SAID SOUTH LINE OF PARCEL 5; THENCE PARALLEL WITH SAID SOUTH LINE OF PARCEL 5, NORTH 89°53'52" EAST, 385.00 FEET TO SAID TRUE POINT OF BEGINNING, CONTAINING 4.29 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS IS THE SAME AS THAT SHOWN ON SAID PARCEL MAP NO. 97-01.





Meriam Park Guiding Principles & Plan Objectives

The plan for Meriam Park comes from the tradition of great American neighborhoods. Meriam Park has been designed with a network of connected streets, a range of residential types and a mix of commercial and civic uses. Neighborhoods designed and built in this manner provide superior human habitat over the long term. In addition, greater attention is now being paid to the natural setting of our neighborhoods, towns and cities. As a society, we have become more aware of the importance of natural resources, and have achieved a greater understanding of the impacts to foundational natural systems and critical natural habitats.

As urbanists, we are committed to thoughtful design at all scales (region, city, neighborhood, street, block and building) to provide robust, adaptable, long-term physical framework for community. The values of environmental protection and urban growth can be successfully integrated at each of these scales with intentional and attentive design. The Chico General Plan established goals and policies intended to achieve such a proper integration. More recently, the effort to articulate the best practices of neighborhood development within the natural and urban setting has resulted in the publication of the LEED-ND(1). New Urban Builders is committed to using LEED-ND standards in Meriam Park.

"Good environmentalists should make good urbanists, and vice-versa, as they both understand systems, diversity, connectivity and interdependence."

- Caryl Terrell, Sierra Club, Wisconsin

(1)LEED-ND. Leadership in Energy and Environmental Design for Neighborhood Development Rating System. Developed through a partnership of the Congress for the New Urbanism, Natural Resources Defense Council and the US Green Building Council. www.USGBC.org

Meriam Park Development Agreement

Exhibit "C": Master Plan

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December 2009



The following list of guiding principals and objectives for Meriam Park is intended to articulate the core values and goals of the plan, and to provide a framework for evaluating its merits.

1. Establish Compact, Complete and Connected Neighborhoods characterized by:

- Efficient use of onsite or adjacent road and public service infrastructure, schools, transit service, bike routes and parks.
- A network of connected streets designed to provide direct and safe connections for pedestrians and bicyclists as well as motorists.
- A commercial and mixed-use core with commercial, retail and civic activity for residents and the broader Chico population.
- Mixed uses, mixed housing types, and sufficient overall density and commercial/civic activity to support transit.

2. Reinforce Community Character by:

- Designing streets as both functional thoroughfares and public amenities.
- Enhancing the public realm by providing inviting open spaces and places for formal and informal interaction among residents and the broader Chico population.
 - o *Neighborhood Parks and Greens.* Establish small-scale parks and greens within a 3-minute walk of all residents.
 - o *Little Chico Creek Greenway.* Provide restored and enhanced habitat and passive recreational uses.
 - o *Plazas and civic places.* Create additional landmarks and public art within Meriam Park and Little Chico Creek Greenway.
 - o *Habitat Preserve.* Set aside an open space preserve for endangered species and vernal pool habitat in the northwest portion of the project site.
- Preserving and enhancing cultural markers as references to the past, and frame important view corridors and vistas of the foothills.

3. Protect Environmental Resources at the regional and local level by:

- Preserving regional open space and critical habitat by reinforcing the compact form of the city.

- Reducing air quality impacts of new development by developing compact neighborhoods and a mixed-use commercial core.
- Enhancing energy efficiency of new development at the building scale using efficient building orientation, design, materials and construction practices.
- Protecting high quality onsite habitat through preservation, and compensate for loss of lower quality habitat with offsite acquisition and restoration.
- Restoring and enhancing habitat values in Little Chico Creek, and providing opportunities for low-impact recreational uses for the community.
- Reducing impacts to water quality using best design and management practices.

4. Provide Continuity, Connectivity & Safety by:

- Making improvements to the major corridors (20th St., Bruce Road, Notre Dame Blvd.) traversing the site to heighten visibility and accessibility.
- Creating a connected street network that reduces auto dependency, diminishes intersection congestion, and provides enhanced emergency response.
- Provide supervision of streets and other public space through thoughtful building placement and orientation.
- Establishing a model along Little Chico Creek for enhancing and integrating regional greenways throughout the Chico urban area.

5. Provide Housing Choice and Workplace Opportunity by:

- Integrating a wide range of housing types for a broad array of households, incomes and life stages.
- Offering a mixture of building types for commercial activity that respond to near-term market demands and provide adaptability to long-term economic trends.

Meriam Park Development Agreement

Exhibit "C": Master Plan





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TND Designations

Legend	
	Neighborhood Edge (NE)
	Neighborhood General (NG)
	Neighborhood Center (NC)
	Core (Core)

TND Designations may be adjusted one designation up or down. For example: Neighborhood General may be changed up to Neighborhood Center or down to Neighborhood Edge.



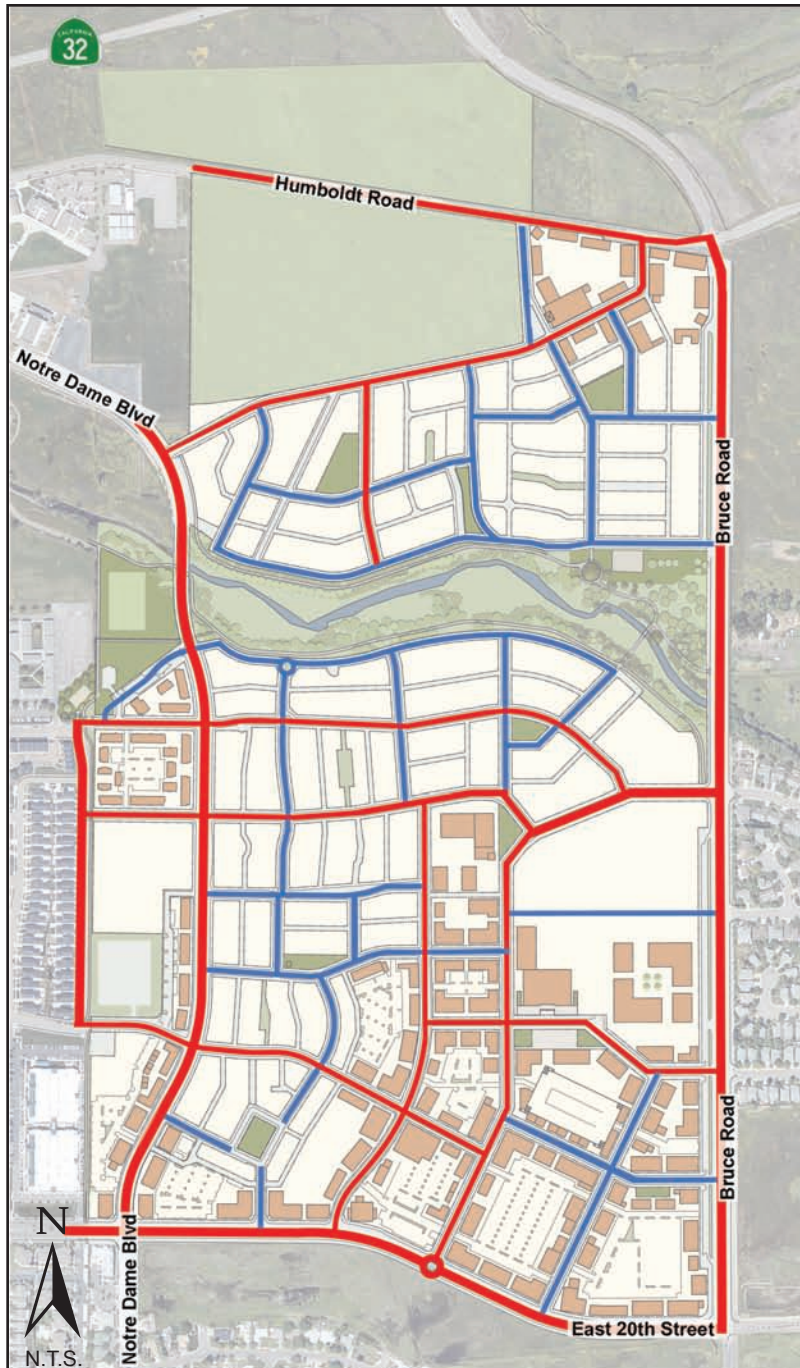
Meriam Park Development Agreement

Exhibit "C": Master Plan

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Emergency Response Network

The Emergency Response Network ensures emergency access to and through the entire project site. The alignments for Primary Network streets have been established in consultation with the Planning Director, Fire Marshal and Director of Development Services, and may be modified subject to their joint approval. Secondary streets are shown as illustrative and are fixed with the approval of subsequent maps and improvement plans.

Legend	
	Primary Network Streets
	Secondary Network Streets
	Off-Network Streets and Alleys

Meriam Park Development Agreement

Exhibit "C": Master Plan

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Illustrative Plan

The Illustrative Plan shows the more urban building types of the NC and Core Subzones placed along the Transit Routes and in Meriam Center. Surface parking lots are placed at the interior of blocks in the Core and are sized to accept future potential parking structures.

Meriam Park Development Agreement

Exhibit "C": Master Plan

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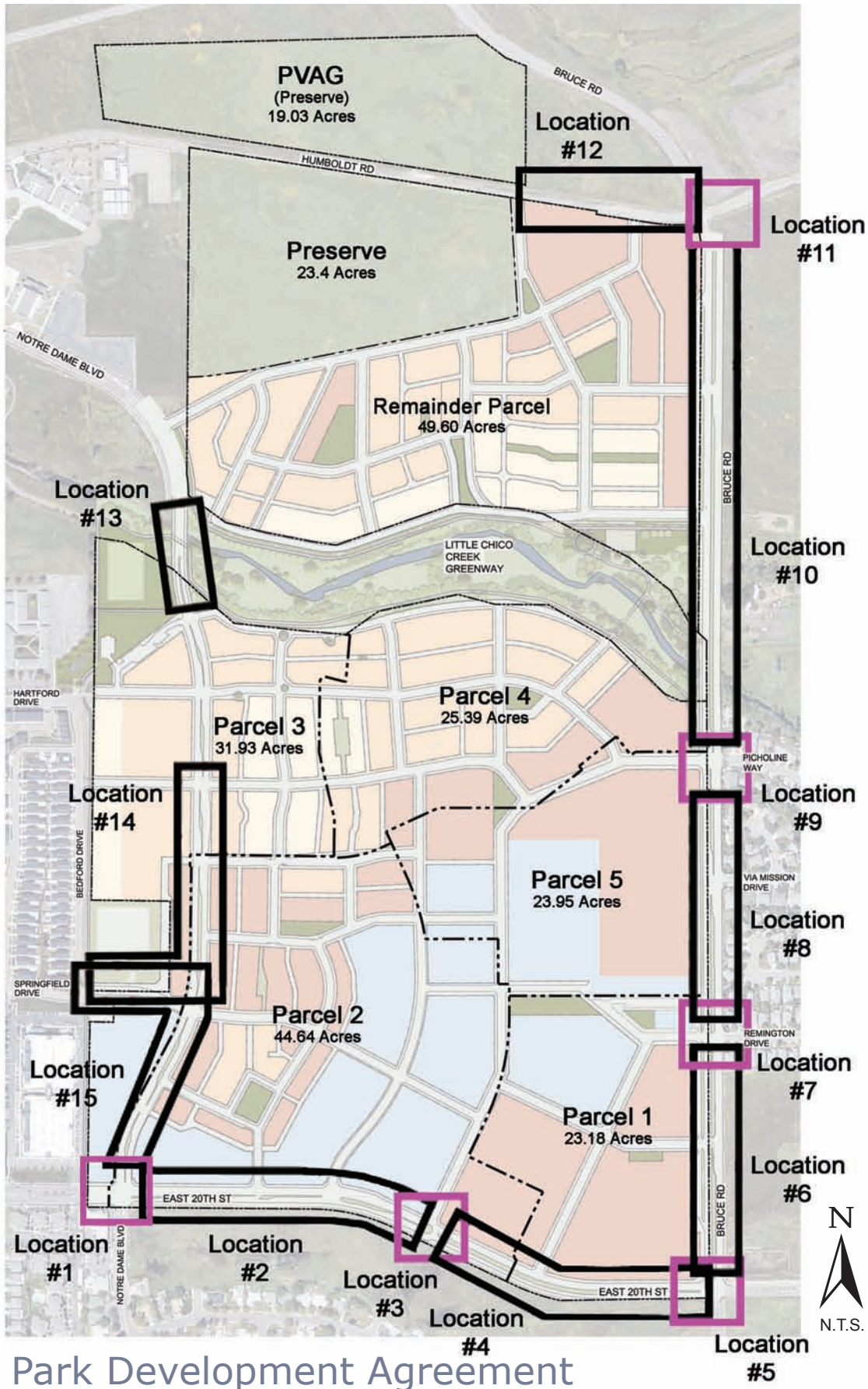
MERIAM PARK ROADWAY IMPROVEMENT TABLE		
Location	Description	Warrant/Threshold (PMPH = PM peak hour)
1	East 20th Street/Notre Dame Traffic Signal & East 20th Street 5-lane section west of Notre Dame Blvd (Nexus Improvement)	Prior to any additional Meriam Park traffic on Hartford Drive and/or Springfield Drive beyond the initial 90 units in Phase 8 or when Meriam Park PMPH trips exceed 1,000 trips, whichever occurs first.
2	East 20th Street from Notre Dame Blvd to Concord Avenue (Nexus Improvement)	When Meriam park project-wide PMPH trips exceed 1,000 trips.**
3	Traffic signal at East 20th Street/Concord Avenue, consistent with pages 3 and 4 of this Exhibit	When this access point provides service for 150 PMPH trips entering/exiting Meriam Park.
4	East 20th Street - Roundabout to Bruce Road (Nexus Improvement)	When Meriam Park project-wide PM peak hour trips exceed 1,650 trips.**
5	East 20th St/Bruce Road intersection turn lane storage enhancements	If development along Bruce Road provides access only to Bruce Road: 230 Meriam Park PMPH trips; if access also provided to East 20th Street: 290 PMPH Meriam Park trips.
6	Bruce Road - East 20th Street to Remington Dr (Nexus Improvement)	If development along Bruce Road provides access only to Bruce Road: 230 Meriam Park PMPH trips; if access also provided to East 20th Street: 290 PMPH Meriam Park trips.**
7	Bruce Road/Remington Drive Traffic Signal	Install only if Court/County facility has single access to Bruce Road at Remington Drive.
8	Bruce Road - Remington Drive to Picholine Way (Nexus Improvement)	When Meriam Park project-wide PMPH trips exceed 230 trips.**
9	Modification to Bruce Road Traffic Signal at Picholine	Signal upgrade when access is opened at this location.
10	Bruce Road - Picholine Way to Humboldt Road (Nexus Improvement)	When Meriam Park project-wide PMPH trips exceed 350 trips.**
11	Traffic Signal at Bruce Road & Humboldt Road (Nexus Improvement)	Concurrent with adjacent development.
12	Humboldt Road	Concurrent with adjacent development.
13	Notre Dame Blvd Bridge over Little Chico Creek (Nexus Improvement)	When Meriam Park project-wide PMPH trips exceed 1,300 trips. (Bridge should service pedestrian and bicycle trips to school immediately).
14	Notre Dame Blvd from Kenrick Ln to Springfield Dr (Nexus Improvement)	Prior to any additional Meriam Park traffic on Hartford Drive beyond the initial 90 units in Phase 8.
15	Springfield Drive/Notre Dame Blvd Circulation (partial Nexus Improvement)	Prior to any additional Meriam Park traffic on Springfield Drive beyond the initial 90 units in Phase 8, or concurrently with Location 14, whichever occurs first.
** Segment must also reach a peak hour directional volume of 810 trips to warrant improvement.		

Meriam Park Development Agreement

Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit

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Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit
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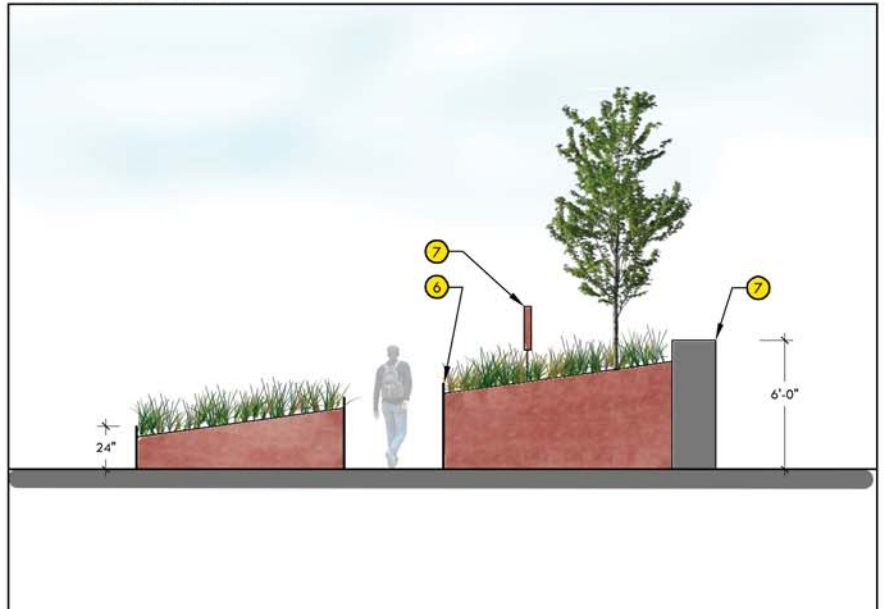
December 2009



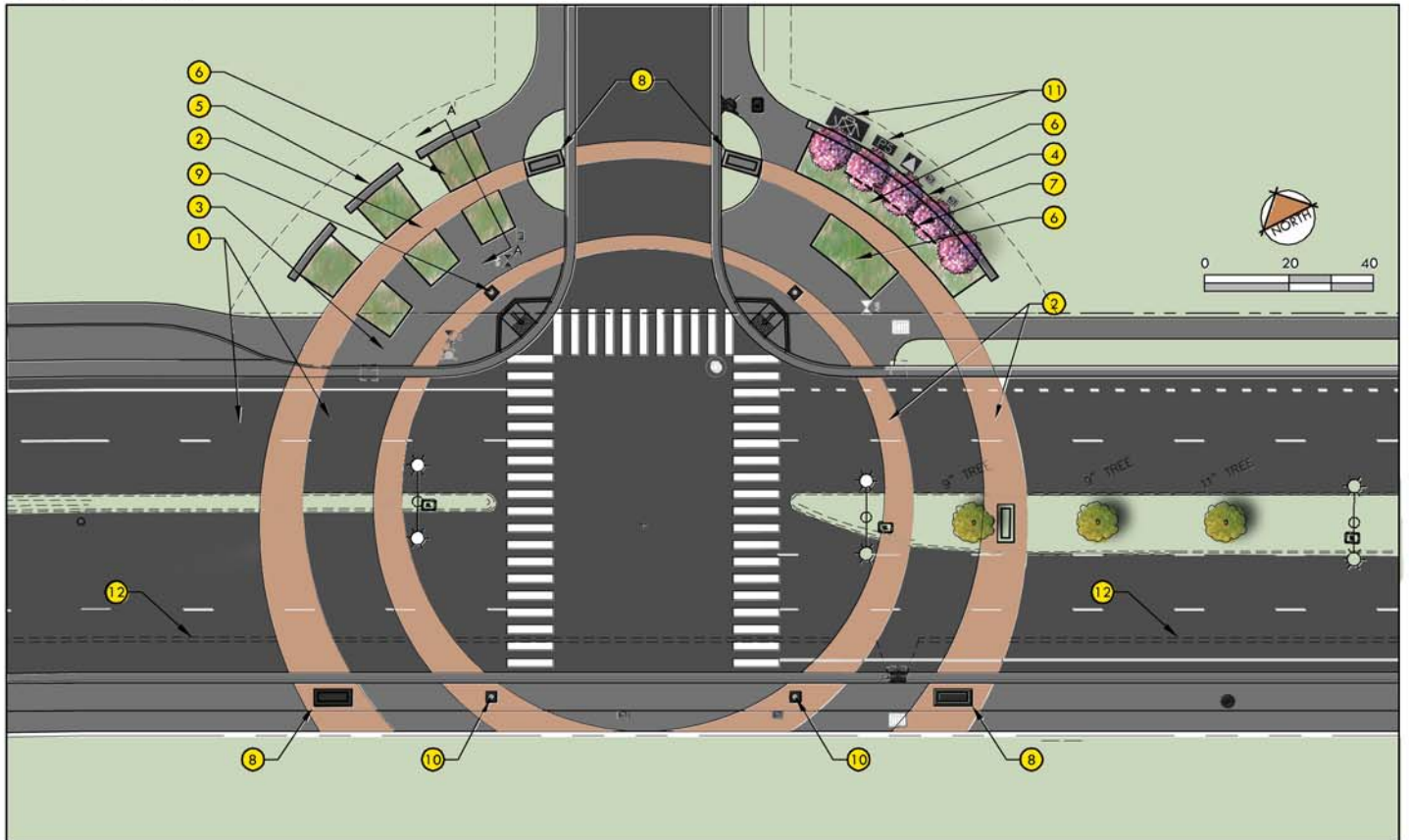
LEGEND

SYMBOL	DESCRIPTION
1	EXISTING ASPHALT TO REMAIN. SAWCUT AS NEEDED.
2	COLORED CONCRETE BANDING
3	DECORATIVE CONCRETE PAVING. SCORE AS SHOWN.
4	BACKGROUND WALL - 6' HIGH CHARCOAL COLORED CONCRETE WITH SMOOTH FINISH
5	BACKGROUND WALL - 42" HIGH COLORED CONCRETE TO MATCH
6	SLOPING PLANTER WITH 3/4" CORTEN PLATE STEEL WALLS
7	"MERIAM PARK" ENTRY SIGN - 24" CORTEN STEEL LETTERS MOUNTED ON STEEL POSTS 30" ABOVE FINISH GRADE
8	ENTRY MONUMENTS - COLORED CONCRETE WITH CORTEN PLATE STEEL ACCENT. SEE ELEVATION.
9	TRAFFIC SIGNAL BASE - COLORED CONCRETE COLUMN TO MATCH ENTRY MONUMENT
10	TRAFFIC SIGNAL - CITY STANDARD
11	TRAFFIC SIGNAL UTILITIES
12	EXISTING AC DIKE TO REMAIN

SECTION A-A¹



PLAN VIEW

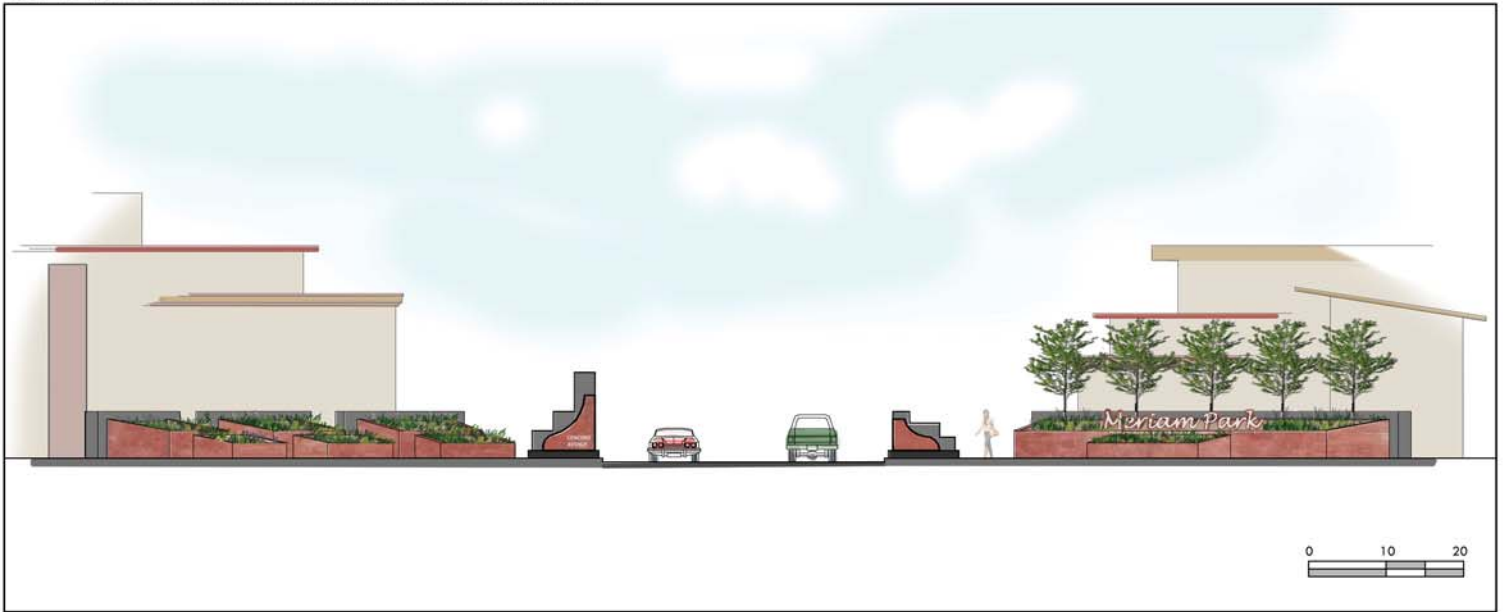


MERIAM PARK DEVELOPMENT AGREEMENT

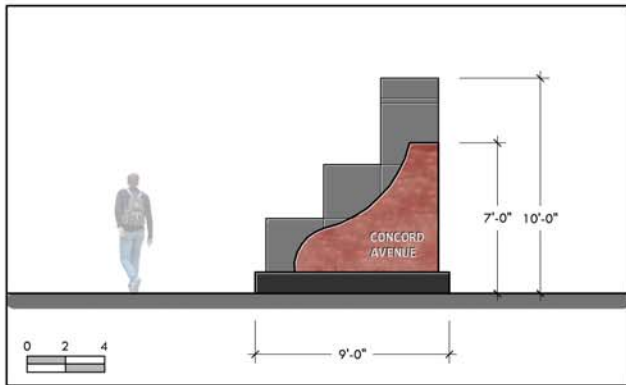
Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit

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ELEVATION VIEW FROM 20TH STREET



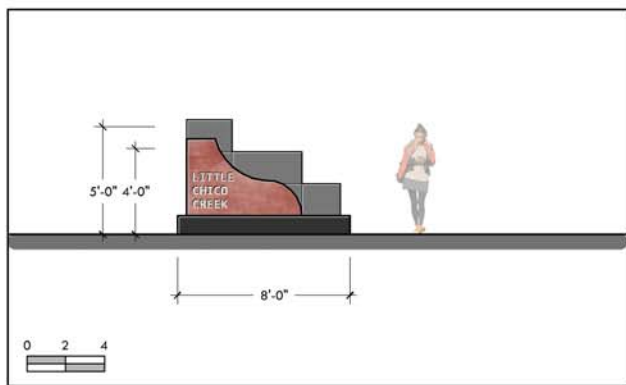
PRIMARY ENTRY MONUMENT ELEVATION



SMOOTH CONCRETE WALL EXAMPLE



SECONDARY ENTRY MONUMENT ELEVATION



CORTEN STEEL WITH STAINLESS OVERLAY EXAMPLE





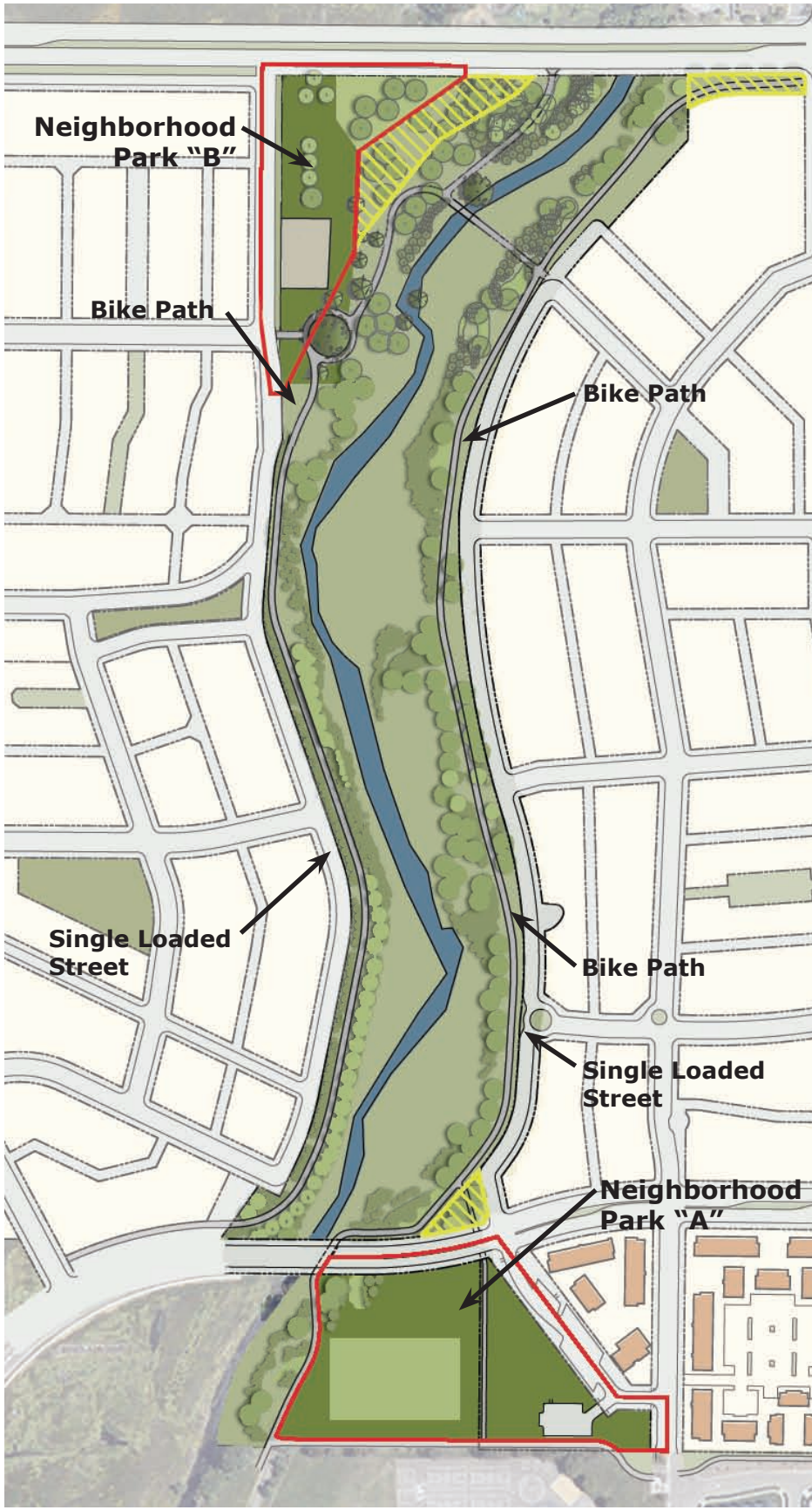
Meriam Park Development Agreement


Exhibit "E": Neighborhood Parks Illustrative Exhibit

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 = Approximately 1.0 Acres Added to Greenway in Additional Dedication



Meriam Park Development Agreement

Exhibit "E": Neighborhood Parks Illustrative Exhibit
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EXHIBIT "I"
CONDITIONS OF APPROVAL
Meriam Park Phase EB Vesting Tentative Subdivision Map S 19-04
(Meriam Park Phase EB)

1. The creation of 22 residential lots on a 3.66 acre site is authorized, as depicted on the Meriam Park Phase EB Vesting Tentative Subdivision Map (S 19-04) date-stamped April 17, except as revised by any other condition of approval.
2. The subdivision shall be developed in compliance with all other State and local Code provisions, including those of the Building and Development Services Department and the Fire Department. The applicant is responsible for contacting these offices to verify the need for permits.
3. Prior to recording the final map, any delinquent taxes and/or assessments against the property shall be paid.
4. In the event that all fees have not been paid prior to recordation of the final map, the following notation shall be included on the final map:

"In accordance with the provisions of the Chico Municipal Code, a transportation facility fee, park facility fee, and building and equipment fee may be assessed and levied upon the owner of any lot or parcel within this subdivision at the time a new building or structure is constructed on such lot or parcel, at the time an alteration or addition is made to an existing building or structure constructed on such lot or parcel which results in the expansion of such building or structure, or at the time of a change in use of an existing building or structure constructed on the lot or parcel. In addition, a storm drainage facility fee may be assessed and levied upon the owner of any lot or parcel within this subdivision at the time such lot or parcel is first used for any residential or nonresidential purpose, at the time the area of the lot or parcel devoted to such residential or nonresidential use is expanded, or at the time of a change in the use of the lot or parcel. Such transportation facility fee, park facility fee, building and equipment fee and storm drainage facility fee will be calculated from the schedule of such fees adopted by resolution of the City Council and in effect on the date of approval of such final map or parcel map, together with any adjustments to such schedules of fees made in accordance with the provisions of the Chico Municipal Code subsequent to the date of approval of the final map or parcel map to account for any changes in the type or extent of transportation facilities, park facilities, buildings and equipment and/or storm drainage facilities which will be required as a result of the development and/or use of real property during the period upon which such fees are based, any change in the estimated cost of the transportation facilities, park facilities, buildings and equipment and/or storm drainage facilities upon which such fees are based, or any change in that portion of the estimated cost of such transportation facilities, park facilities, buildings and equipment and/or storm drainage facilities which cannot be funded from revenue sources available to the City other than such fees."

5. The final map shall include a note stating that all development is subject to compliance with the mitigation measures set forth in the Environmental Impact Report (EIR) prepared for the Meriam Park Project and certified by the City of Chico City Council on June 19, 2007.
6. Prior to issuance of a grading permit, the developer shall submit a tree preservation plan, prepared by a certified arborist, subject to the review and approval by City Planning staff, that sets forth appropriate measures to protect the existing trees shown for retention on the subdivision map.
7. The extension of Notre Dame Boulevard over Little Chico Creek to connect to the segment located north of Little Chico Creek shall be completed as required by the Development Agreement (DA 05-02).

8. The remaining portion of Public Green EB shall be completed prior to issuance of certificates of occupancy for 50 percent of the parcels in Phase EB.
9. The applicant shall convey in writing to all sub-contractors that compliance with all of the air quality measures listed in Mitigation Measure AIR-2 is required.
10. The applicant shall defend, indemnify, and hold harmless the City of Chico, its boards and commissions, officers and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to or claim regarding the legality, validity, processing or adequacy associated with: (i) this requested entitlement; (ii) the proceedings undertaken in connection with the adoption or approval of this entitlement; (iii) any subsequent approvals or permits relating to this entitlement; (iv) the processing of occupancy permits and (v) any amendments to the approvals for this entitlement. The City of Chico shall promptly notify the applicant of any claim, action or proceeding which may be filed and shall cooperate fully in the defense, as provided for in Government code section 66474.9.

Applicable Mitigation Measures from Meriam Park Program EIR (SCH#2005072045):

11. MITIGATION AES-1: In order to minimize impacts of new sources of light and glare:
 - a. All new lighting shall be designed to eliminate direct light spilling onto adjacent properties.
 - b. Lighting for new development within Meriam Park, including parking areas, shall be designed to include shields, ranging from 120-180 degrees and cut-offs that minimize light spillage onto unintended surfaces and minimize atmospheric light pollution, use minimal wattage.
 - c. Exterior surfaces should not be reflective glass or other reflective materials.
12. MITIGATION AIR-1a: All construction plans and documents for construction projects in the TND zone shall include the measures set forth below to reduce construction-related air quality impacts.
 - a. All active construction areas shall be watered at least twice daily. The frequency shall be based on the type of operation, soil conditions, and wind exposure.
 - b. Apply chemical soil stabilizers to inactive construction areas (disturbed areas that are unused for at least four consecutive days) to control dust emissions. Dust emission shall be controlled at the site for both active and inactive construction areas throughout the entire construction period (including holidays).
 - c. Storage piles shall be controlled for dust emissions as needed by covering the storage pile, application of chemical soil stabilizers, or other technique acceptable to the City.
 - d. Vehicle speeds shall be limited to 15 mph on unpaved roads and areas.

- e. Land clearing, grading, earth moving, or excavation activities shall be suspended when wind speeds exceed 20 mph.
 - f. Non-toxic binders (e.g. latex acrylic copolymer) shall be applied to exposed areas after cut and fill operation and the area hydroseeded when the area becomes inactive for 10 days or more.
 - g. Prior to any grading or construction taking place, the developer shall consult with the Butte County Air Quality Management District regarding the application of a paved (or dust palliative treated) apron onto the Meriam Park site.
 - h. Inspect adjacent streets at least once per day and sweep or wash paved streets adjacent to the site where visible silt or mud deposits have accumulated due to construction activities.
13. MITIGATION AIR-1b: One or more publicly-visible signs shall be posted at each construction site with the name and telephone number of the developer representative to contact regarding dust complaints. Complaints received about dust shall be responded to, and corrective action taken, immediately. The telephone number of the BCAQMD shall be included on the signs and visible to ensure compliance with BCAQMD Rules 201 and 207 (Nuisance and Fugitive Dust Emissions).
14. MITIGATION AIR-1c: Construction shall be phased so that only a portion of the Meriam Park site is graded at a time. Areas in which one large piece of earth-moving equipment is working shall not exceed 10 acres on a daily basis, and areas in which two or more large pieces of earth-moving equipment are working simultaneously shall not exceed 4 acres per day.
15. MITIGATION AIR-1d: Prior to final occupancy, all exposed ground surfaces shall be landscaped, seeded or chemically treated to minimize fugitive dust emissions (dust clouds caused by wind, traffic, or other disturbances to exposed ground surfaces).
16. MITIGATION AIR-2: The following measures would reduce diesel particulate matter and NOx emissions from construction equipment, and represent a level of reasonable control that would reduce these emissions to a less-than-significant level.
- a. Prior to commencement of any grading or construction, a NOx reduction plan shall be prepared and submitted for approval by the City and BCAQMD demonstrating that heavy-duty (> 50 horsepower) off-road vehicles to be used during construction, including owned, leased and subcontracted vehicles, will achieve a project-wide fleet-average NOx reduction equivalent to or exceeding the most recent CARB fleet average at the time of construction. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels,

engine retrofit technology, after-treatment products, and/or other options as they become available.

- b. The NOx reduction plan shall include a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that would be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated on a monthly basis throughout the duration of the grading portion of construction.
 - c. Opacity is an indicator of exhaust particulate emissions from off-road diesel powered equipment. The Meriam Park project shall ensure that emissions from all construction diesel powered equipment used on the Meriam Park site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately.
 - d. The contractor shall install temporary electrical service whenever possible to avoid the need for independently powered equipment (e.g. compressors).
 - e. Diesel equipment standing idle for more than two minutes shall be turned off. This would include trucks waiting to deliver or receive soil, aggregate, or other bulk materials. Rotating drum concrete trucks could keep their engines running continuously as long as they were on-site and away from residences.
 - f. Properly tune and maintain equipment for low emissions.
17. MITIGATION AIR-3a: The following measures shall be implemented in new building construction:
- a. Use energy-efficient lighting and process systems that comply with Title 24 Energy Code Standards.
 - b. Where appropriate, or as required by the Building and Engineering Division, use energy-efficient and automated controls for air conditioning.
18. MITIGATION AIR-3b: The developer shall coordinate with BCAQMD to identify specific supplemental feasible mitigation measures, which would include many of the measures identified below.

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
<p>Transit improvement at sites deemed appropriate and necessary by the Transportation Department and transit provider and consistent with long-range transit plans.</p>	<p>Transit stop improvements along the principal routes around and through Meriam Park are required as part of the Subdivision Map approval process and subsequent improvement plans.</p>
<p>Orientation of building structures that maximize the potential for natural cooling and passive solar design principles (this may include use of appropriate landscaping.)</p>	<p>The Meriam Park street network is laid out to provide southern exposure to attached housing and mixed use buildings fronting onto streets running east/west. Detached and courtyard house parcels are laid out with the long side of parcels running east/west allowing for south orientation for the windows of the principal building.</p>
<p>Incorporate mixed uses, where permitted by local development regulations, to achieve a balance of commercial, employment, and housing options within the project site.</p>	<p>The Project is designed to incorporate residential, workplace, retail, and civic uses at several scales. Uses are mixed within the neighborhoods, within mixed-use blocks and mixed-use buildings. The TND zone provides building types and street sections that facilitate mixed-use blocks and buildings.</p>
<p>Neighborhood park(s) or other recreational options such as trails within the development to minimize vehicle travel to off-site recreational uses and/or commercial areas.</p>	<p>Neighborhood parks and greens are distributed throughout the Meriam Park plan. There will be a park or green within a three-minute walk (approx 800-900 feet) of all residences. The bike and pedestrian network provides good access to the playfields at Marsh Junior High and Little Chico Creek Elementary School. The bike path along Little Chico Creek connects Meriam Park to central Chico.</p>
<p>Arterial and collector streets planned as transit routes to allow the efficient operation of public transit.</p>	<p>The extensions of Notre Dame Boulevard, Springfield Avenue and the principal route through Meriam Center from the East 20th St. roundabout to the intersection of Bruce Road and Picholine are all designed with street</p>

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
	sections which accommodate transit. South-bound Bruce Road is designed with a side drive for transit service, similar to the Esplanade.
Neighborhood commercial shopping areas to serve new residential development.	Shopping areas for the neighborhoods of Meriam Park are laid out along East 20 th Street, the southwest corner of the intersection of Bruce Road and Humboldt Road, and in the Core area.
On-site road and off-site bus turnouts, passenger benches, and shelters as demand and service routes warrant subject to review and approval by local transportation planning agencies.	Notre Dame Boulevard, Springfield Avenue and the principal route through Meriam Center from the East 20th Street roundabout are well suited to bus stops and shelter locations, as is the side drive along south-bound Bruce Road.
Contribute a proportionate share to the development and/or continuation of a regional transit system. Contributions could consist of dedicated right-of-way, capital improvements, easement, etc.	Meriam Park has been specifically designed to provide high-quality pedestrian, bike and transit facilities. Existing and expanded transit services will be accommodated in Meriam Park’s design, to the extent feasible, based on the plans of regional transit provider(s).
Synchronized traffic signals along streets impacted by project development as deemed necessary by local agency with jurisdiction over approval of the project.	Traffic signals on Bruce Road and East 20 th are scheduled to be synchronized as part of the improvement projects set forth in the current Nexus Study.
Street pattern that provides for an efficient circulation routes for buses and accommodates other public transportation vehicles on key road networks.	Streets within Meriam Park are laid out in a connected network that will accommodate a variety of transit routes.
Pedestrian access between bus service and major transportation	All streets within Meriam Park are designed with wide sidewalks (min. 5’) and curb

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
<p>points within the transportation points within the project where deemed feasible.</p>	<p>extensions at intersections to facilitate pedestrian movement. (See Street Sections TN-3, TN-5, TN-6, TN-7, TN-9, TN-10 in the TND zone.)</p>
<p>Off-site pedestrian facility improvements such as overpasses and wider sidewalks as deemed appropriate and feasible by local transportation planning agencies.</p>	<p>Wide (8-18') sidewalks are provided on the street sections used throughout Meriam Center. (See street section TN-4 from TND zone.)</p>
<p>Contribute to, or dedicate land for the provision of off-site bicycle trails linking the facility to designated bicycle commuting routes in accordance with an adopted citywide or countywide bikeway plan.</p>	<p>The Project includes improvements to the bike path within the Little Chico Creek Greenway through the Project, and connects to Downtown Chico. Bike lanes will be provided on Notre Dame Boulevard, Bruce Road and East 20th Street. The other interior streets in Meriam Park are slow-speed, low-volume streets of modest width where cyclists share the road, consistent with the City of Chico Bike Plan.</p>

Best Available Mitigation Measures for Commercial/Industrial Projects:

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
<p>Orientation of building structures to the north for natural cooling and the use of appropriate landscaping that maximizes the potential of passive solar design principles.</p>	<p>The Meriam Park street network is laid out to provide southern exposure to attached housing and mixed use buildings fronting onto streets running east/west. Mixed-use buildings with western exposure should use the Arcade Frontage provided in the TND zone</p>
<p>Incorporate shade trees, adequate in number and proportional to the project site, throughout the project site to reduce building heating and cooling requirements.</p>	<p>Street trees will be installed in the Project typically 30' apart with additional shade trees required for all off-street parking areas. Street trees provide shade for buildings with reduced setbacks in the areas of Meriam Park designated as Neighborhood Center (NC) and Core (C). Additional shade trees will be provided for parcels in the Neighborhood General (NG) and Neighborhood Edge (NE) during the design of individual building site plans.</p>
<p>Incorporate mixed uses (includes residential living units) where permitted by the General Plan and/or the Zoning Plan, to achieve a balance of commercial, employment and housing options within the project site.</p>	<p>The Project is designed to incorporate residential, workplace, retail, and civic uses at several scales. Uses are mixed within the neighborhoods, within mixed-use blocks and within mixed-use buildings. The TND zone provides building types and street sections that facilitate mixed-use blocks and buildings.</p>
<p>Development pattern that features pedestrian uses at street level within mixed use development to promote use of nearby bus routes and facilities.</p>	<p>The Project is designed to place pedestrian access at the street frontage for all mixed-use buildings and mixed-use blocks. The Neighborhood Center (NC) and Core (C) of the TND zone have been applied to the sections of the plan along likely transit routes within the Project and along Bruce Road and East 20th Street.</p>

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
<p>Reduced setbacks for retail, employment, and multi-family land uses on streets with bus services consistent with zoning code requirements.</p>	<p>Mixed-use buildings within the Project must be located with no front setback under the requirements of the TND zone. Residential buildings types such as Loft and Apartment buildings which are located in the Neighborhood Center (NC) and Core (C) areas of the Project have reduced front setbacks of 5 to 15 feet.</p>
<p>Arrangement of buildings to reduce the walking distance between each of the buildings and the nearest transit facility.</p>	<p>Blocks are kept short within the Project with a maximum length of 660 feet between intersections. All buildings in the Project are located within a five-minute walk (approximately 1300 feet) of a likely transit route.</p>
<p>Development pattern that discourages auto-oriented uses in areas adjacent to bus stops and other transit facilities.</p>	<p>Auto-oriented uses such as surface parking lots, drive-through windows, vehicle service bays, and gas station pump canopies are required to be located at block interiors, away from pedestrian-oriented streets, bus stops, and transit facilities.</p>
<p>On-site child care and after-school facilities or contribute to off-site development of such facilities with walking distance of the project.</p>	<p>Although this mitigation measure is not provided at the scale of the Meriam Park Master Plan, day care and after-school care are allowed uses under the TND zone in all areas. The project applicant is in discussion with a local church seeking to locate a fellowship hall, classrooms and a playground within the first phase of Meriam Park. The church intends to offer daycare, preschool and after-school programs.</p>

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
<p>Development pattern that encourages pedestrian and bicycle use by providing paths and building access which are physically separated from street and parking lot traffic and that eliminates physical barriers such as walls, berms, landscaping, and slopes that impede the use of pedestrians, bicycle facilities, or public transportation vehicles.</p>	<p>Parking lot access from interior streets is typically provided from rear alleyways. Barriers such as berms and walls that impede pedestrian and bicycle access are not permitted. (See required street sections and building types in the TND zone.)</p>
<p>Off-site pedestrian facility improvements such as overpasses, wider sidewalks, etc.</p>	<p>All streets within Meriam Park are designed with wide sidewalks (min. 5') and curb extensions at intersections to facilitate pedestrian movement. (See Street Sections TN-3, TN-5, TN-6, TN-7, TN-9, TN-10 in the TND zone.) Wide (8-18') sidewalks are provided on the street section used throughout Meriam Center. (See street section TN-4 from TND zone.)</p>
<p>Off-site bicycle and pedestrian facility improvements such as trails linking them to designated pedestrian/bicycle commuting routes and/or on-site bike paths as deemed appropriate by local transportation planning agencies.</p>	<p>The existing bike path will be improved as part of Little Chico Creek Greenway through the Project, and connects to downtown Chico. Bike lanes are required for Street Sections TN2, TN-3 in the TND zone. The other interior streets in Meriam Park are slow-speed, low-volume streets of modest width where cyclists share the road, consistent with the City of Chico Bike Plan.</p>
<p>Bicycle storage/parking facilities at a minimum of one bicycle space for every 20 automobile spaces.</p>	<p>Bike parking is provided in the NC and Core (C) at a ratio of one bike space per every 10 automobile parking spaces.</p>

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
Interior major streets to serve the main entrances to buildings.	Pedestrian entrances to buildings are required at the sidewalk. Vehicle access for parking or deliveries may be provided off the rear alley or interior street.

19. **MITIGATION BIO-8:** Adequate measures shall be taken to avoid inadvertent take of loggerhead shrike, raptors, and nests of other birds protected under the Migratory Bird Treaty Act when in active use. This shall be accomplished by taking the following steps.
- a. If construction is proposed during the nesting season (March - August), a focused survey for nesting raptors and other migratory birds shall be conducted by a qualified biologist within 30 days prior to the commencement of construction, in order to identify any active nests on the proposed project site and the vicinity of proposed construction.
 - b. If no active nests are identified during the survey period, or if construction is initiated during the non-breeding season (September - February), grading and construction may proceed, unless prohibited by the provisions in Mitigation Measure BIO-2.
 - c. If active raptors nests are found, an adequate setback shall be established around the nest location and construction activities restricted within this no-disturbance zone until the qualified biologist has confirmed that any young birds have fledged and are able to function outside the nest location. Required setback distances for the no-disturbance zone shall be determined in consideration with the CDFG and/or USFWS, and may vary depending on species and sensitivity to disturbance. The no-disturbance zone shall be fenced with temporary orange construction fencing.
 - d. A report of findings shall be prepared by the qualified biologist and submitted to the City for review and approval prior to initiation of grading and construction during the nesting season (March - August). The report shall either confirm absence of any active nests or shall confirm establishment of a designated no-disturbance zone for any active nests. Supplemental reports shall be submitted to the City for review and approval where no-disturbance zones have been required to allow construction to proceed within these zones after any young birds have fledged.
20. **MITIGATION BIO-9:** Adequate measures shall be taken to prevent the loss of burrowing owl nests consistent with CDFG mitigation guidelines (1995). This shall be accomplished by taking the following steps:
- a. A preconstruction survey shall be conducted by a qualified biologist within 30 days prior to the commencement of construction, and the area to be surveyed shall include the project site and a surrounding 250-foot-wide buffer zone.
 - b. If no burrowing owls are detected, then no further mitigation is required.

- c. If active burrowing owl burrows are identified on the site, the burrows shall not be disturbed during the nesting season (February 1 - August 31) or until a qualified biologist has determined that any young have fledged or the burrow has been abandoned. A no-disturbance buffer zone of 250-feet shall be established around each burrow with an active nest until the young have fledged the burrow as determined by a qualified biologist.
 - d. If destruction of an occupied burrow is unavoidable during the non-breeding season (September - February), passive relocation of the burrowing owls shall be conducted by a qualified biologist in coordination with the CDFG and USFWS. Passive relocation involves installing a one-way door at the burrow entrance, which encourages owls to move from the occupied burrow.
 - e. A report of findings shall be prepared by the qualified biologist and submitted to the City for review and approval prior to initiation of grading and construction. The report shall either confirm absence of any active nests or shall confirm establishment of a designated no-disturbance zone during the breeding season for any active nests. Supplemental reports shall be submitted to the City for review and approval where no-disturbance zones have been required to allow construction to proceed within these zones following successful passive relocation, if required.
21. MITIGATION BIO-11: Mitigation Measures BIO-1 though BIO-10 would serve to partially mitigate adverse impacts on sensitive wildlife resources including vernal pools, seasonal wetlands, and the Little Chico Creek corridor. The following additional provisions shall be implemented to further protect wildlife habitat resources:
- a. An interpretive program shall be developed by a qualified biologist in consultation with the project landscape architect to minimize disturbance into the sensitive habitats of the Wetland/Vernal Pool/BCM Preserve and the Little Chico Creek riparian corridor. Humans and pets shall be restricted outside these designated sensitive habitat areas through installation of wildlife-friendly fencing and interpretive signage, where appropriate. All pets shall be contained on leashes within the Preserve and Little Chico Creek corridor, with the exception of the proposed "dog park" along Little Chico Creek, which shall be appropriately fenced to contain unleashed dogs within the park area.
 - b. Fencing that obstructs wildlife movement shall be prohibited along the length of Little Chico Creek on the site, but exclusionary fencing designed to prevent human access and separate active use areas from the creek channel and associated sensitive habitat shall be encouraged where appropriate, such as split-rail fencing in certain locations where habitat restoration and protection could be hindered by human activity.
 - c. Lighting shall be carefully designed and controlled to prevent unnecessary illumination of the Preserve and Little Chico Creek riparian corridor on the site. Lighting in the vicinity of these portions of the site shall be restricted to the minimum level necessary to illuminate pathways, parking areas, and other outdoor areas.

Lighting shall generally be kept low to the ground, directed downward, and shielded to prevent illumination into adjacent natural areas.

- d. All garbage, recycling, and composting shall be kept in closed containers and latched or locked to prevent wildlife from using the waste as a food source.
22. MITIGATION CUL-2a: In the event any cultural materials are discovered or unearthed during the course of grading or construction activities, all work shall cease within 100 feet of the discovered site and a qualified archeologist shall be retained by the project applicant to evaluate the significance of the site. If the archeologist determines that the materials represent a potentially-significant resource, the project proponent, archeologist, City Planning Director, and local tribal coordinator shall begin a consultation process to determine a plan of action either for: 1) total data recovery, as a mitigation; 2) tribal cultural resource monitoring; 3) displacement protocol; or 4) total avoidance of the resource, if possible.
 23. MITIGATION CULT-2b: A note shall be placed on all construction plans which informs the construction contractor that if any bones, pottery fragments or other potential cultural resources are encountered during construction, all work shall cease within the area of the find pending an examination of the site and materials by a professional archaeologist. The Planning Division and Engineering Division staff will verify that this wording is included in project grading plans.
 24. MITIGATION CUL-3: In the event that human remains are discovered during the course of grading or construction activities, all work shall cease within 100 feet of the find and the construction supervisor must immediately notify the Butte County Coroner pursuant to Section 7050.5 of California's Health and Safety Code, and the City Planning Director. The construction supervisor shall also take appropriate action to ensure that the discovery is protected from further disturbance and vandalism. If the remains are of a Native American, the coroner must notify the California Native American Heritage Commission within 24 hours, which in turn will inform a most likely descendent pursuant to Section 5097.98 of the State Resources Code. The designated descendant would then negotiate with the land owner for final disposition of identified remains, which may include reburial within an appropriate location within the project area.
 25. MITIGATION CUL-4: In the event that paleontological resources are encountered during construction activities, consultation with a professional paleontologist, geologist or archaeologist, as appropriate, shall be undertaken immediately, and the significance of the find evaluated. Appropriate specific mitigation measures would be recommended, based on the finding of significance of the discovery. The project proponent shall implement recommended mitigation measures.

26. MITIGATION HAZ-6: Following approval of the tentative subdivision map and associated improvement plans for each phase of the Project, the developer shall clear and grub the phase in preparation for grading and improvements (subject to SWPPP Best Management Practices). The remaining portions of the active phase of the site shall provide suitable all-weather surface for the fire and life safety access and provide live hydrants at the beginning of the active phase of construction. Following approval of the tentative subdivision map and associated improvement plans for each phase of the Project, prior to commencement of construction, the developer shall provide a suitable all-weather surface for a designated off-street parking area for construction workers, where limited or no on-street parking is available.

27. MITIGATION HAZ-7: All new power lines shall be undergrounded within the Meriam Park site.

28. MITIGATION HYDRO-1: The developer shall provide calculations showing that design of the wetlands to treat urban runoff meets the City standard for maintaining post-project peak discharges at existing levels. If the wetland complex is not sufficient to meet this standard it shall be augmented with other facilities or BMP's to meet City standards. The developer shall also prepare a clearly defined Operations and Maintenance Manual (OMM) that identifies the responsible parties and provides adequate funding to maintain the detention facilities. The design and maintenance documents shall include measures to limit vector concerns, especially with respect to control of mosquitoes, and be approved by the City and reviewed by the Caltrans District 3 office, the Butte County Vector Control District, and the Central Valley Regional Water Quality Control Board (Redding office).

29. MITIGATION HYDRO-2: The developer shall prepare and submit an erosion control plan for each phase of the development. The plan shall be reviewed and approved by the City of Chico and reviewed by the Caltrans District 3 office and the Central Valley Regional Water Quality Control Board (Redding office) prior to issuance of a grading permit for the development. The erosion control plan shall include phasing of grading, limiting areas of disturbance, designation of restricted-entry zones, diversion of runoff away from disturbed areas, protective measures for sensitive areas, outlet protection and provision for revegetation or mulching. The plan shall also prescribe treatment measures to prevent sediment transport and to trap sediment, such as inlet protection, straw bale barriers, straw mulching, straw wattles, silt fencing, check dams, terracing, and siltation or sediment ponds.

30. HYDRO-3: The developer shall develop a stormwater master plan and a SWPPP for the Project site. No grading permits or other construction permits for the Project site shall be issued until the developer prepares a SWPPP and the SWPPP is reviewed and approved by the City of Chico and reviewed by the Caltrans District 3 office and the Central Valley Regional Water Quality Control Board (Redding office). The SWPPP shall describe the

construction- phase and post-construction control measures to improve water quality of runoff. Selection and design of the water quality BMPs shall be reviewed and approved by City staff and operations and maintenance considerations shall be described in the SWMP or Operations and Maintenance Manual (OMM) prepared for the treatment facilities.

31. MITIGATION PSR-1: Per the Fire Marshal, implement the following conditions as specific Meriam Park development proposals are presented for City review:
 - a. Adherence to the street standards in the TND zone.
 - b. Buildings located farther than 150 feet from an Emergency Response Network Street shall contain automatic fire sprinklers conforming with NFPA 13, 13R (modified) or 13D (modified), as applicable.
 - c. The developer shall provide full written disclosure to prospective property owners and tenants requiring their acknowledgment when there is limited or no on-street parking available on the block. (Limited on-street parking exists when at least one side of the block has no on-street parking.)
 - d. The developer shall include with all Regulating Plans where development is proposed within the TND Core subzone, a parking exhibit that designates Delivery/Service Vehicle Zones when there is no on-street parking or limited on-street parking within the block. (Limited on-street parking exists when at least one side of the block has no on-street parking.)
 - e. Following approval of a Regulating Plan, the developer shall include with the Improvement Plans a parking plan for construction vehicles. The parking plan shall include proposed access and maintenance of the temporary parking area for construction vehicles that is acceptable to the Fire Department.

32. MITIGATION TRAF-3: The Project shall conform with requirements of the TND zone for maximum distance between intersections in the Emergency Response Network and shall not provide any dead-end streets or cul-de-sacs on streets in the Emergency Response Network. Lots addressing onto Off-Network Thoroughfares are subject to NFPA fire sprinkler protection per the TND zone.

33. MITIGATION TRAF-4: Improvement plans for interior streets shall comply with the cross section and intersection designs found in the Street and Thoroughfare section of the TND Zone.

34. MITIGATION TRAF-5b Through TRAF-6f: The developer and all successors in interest shall contribute to the City of Chico Nexus fees program through payment of transportation impact fees based upon land use actually developed.

35. MITIGATION TRAF-7b: Develop a traffic management plan and complementing travel demand management strategies.

36. MITIGATION UTIL-1b: At least 75 percent of the remaining project-related construction and demolition waste shall be diverted to an approved facility or by salvage. The City shall give the applicant a list of approved facilities or reuse options. A Waste Diversion Plan including the total weight or volume of demolition and construction waste and the plan for diverting the waste shall be provided to and approved by the City pursuant to commencement of construction.



Subdivision Report

Meeting Date 5/21/20

DATE: May 12, 2020

File: S 19-04

TO: PLANNING COMMISSION

FROM: Matt Johnson, Senior Development Engineer, 879-6910
Public Works Department

RE: **Vesting Tentative Subdivision Map S 19-04 Meriam Park Phase EB**

Exhibit "II"

This office has reviewed the vesting Tentative Subdivision Map S 19-04 Meriam Park Phase EB and herewith submits the following findings and recommendations for same.

A. ENVIRONMENTAL IMPACT REPORT AND DEVELOPMENT AGREEMENT MITIGATION MEASURES LIST

The Environmental Impact Report (EIR) and Development Agreement (DA) contain a number of both offsite and onsite Transportation and Circulation mitigation measures. The EIR and DA are intended to be used as the basis for determining both the nature and timing of the required offsite and onsite roadway mitigation measures. The Subdivider shall prepare a detailed list of required Transportation and Circulation mitigation measures describing both the nature and timing of the required offsite and onsite mitigation measures. The list shall be summarized in text, tables, figures, along with any appropriate drawings for staff review and will be used to ensure that both current/future required mitigation measures will be constructed and operational at the appropriate time.

The Environmental Impact Report and Development Agreement Mitigation List shall be submitted, reviewed, and approved by the Community Services Director and the Senior Development Engineer prior to initial submittal of the improvement plans for this subdivision.

B. TIMING AND NATURE OF PUBLIC IMPROVEMENTS

The Public Works Director will determine the nature, extent, timing and limits of required public improvements to be constructed as part of any development including any phased development.

C. PUBLIC FACILITY CONSTRUCTION

1. Streets and Alleys

- a) The Subdivider shall construct City standard streets, alleys, and appurtenant facilities in conformance with the typical sections as depicted on the Tentative Map. Street structural sections to be determined based upon findings from the Soils Report and City assigned Traffic Index:
 - 1) Interior Streets - Full urban improvements.
 - 2) Adjacent Streets - Full urban improvements.

- 3) Alleys - Full urban improvements.
- b) All corner lots shall be subject to intersection sight distance criteria as established by the Public Works Director. Appropriate easements shall be dedicated as needed on the Final Map.
- c) Notice is hereby given to future owners of lots within this subdivision that the City of Chico will require the construction of additional traffic circulation improvements under the circumstances described below. An appropriate note shall be placed on the Final Map.
- d) Street names shall be approved concurrent with the improvement plans and prior to recordation of the Final Map.

2. Storm Drainage

a) Facility Construction

The Subdivider shall design and install the following City standard storm drain facilities:

- 1) Interior to Subdivision - Curb, gutter, and an underground storm drain system with all appurtenances.

Future storm drainage needs outside of the project shall be examined to the extent that improvements to serve such areas need to be built within this subdivision. Said improvements shall be constructed by the Subdivider.

- 2) Adjacent to Subdivision - Curb, gutter and an underground storm drain system with all appurtenances along the subdivision frontage.

Future storm drainage needs outside of the project shall be examined to the extent that improvements to serve such areas need to be built adjacent to this subdivision. Said improvements shall be constructed by the Subdivider.

- 3) Exterior to Subdivision - An underground storm drain system discharging to existing City facilities.

b) Post Construction Standard Plans

Implement City Post Construction Standard Plans to evapo-transpire, infiltrate, harvest and reuse, or bio treat storm water runoff.

c) NPDES Requirements

Storm drain drop inlets shall be marked with Illustrative Storm Markers to achieve City of Chico NPDES Requirements.

d) Storm Drainage Master Plan

In conjunction with the first submittal of improvement plans, the Subdivider shall submit a Storm Drainage Master Plan to the Public Works Department for review and approval. Said Master Plan shall cover the entirety of the natural storm drain tributary area affected by the proposed subdivision.

The Storm Drainage Master Plan shall address the following elements:

1) Storm Water Runoff Management

The runoff management plan shall establish specific measures to accomplish the following:

- No net increase in peak flow into existing City facilities.
- Erosion control.
- Pollutant runoff control, including first flush mitigation, (the first 1/2-inch of runoff shall be intercepted and treated).
- Restricted area protection.
- Reference CASQA BMP Handbook

The plan shall stipulate the measures to be implemented and the means of implementation by the Subdivider during construction and after construction but prior to lot development.

The plan shall establish any design constraints to be placed upon both public and private facility construction.

2) Storm Drainage Analysis

The storm drain analysis shall establish tributary area, size, grade, depth, and location for all the following storm drain facilities:

- Underground pipes.
- Storm water runoff management facilities.
- Outfall facilities discharging to natural channels.
- Both ultimate and interim facilities serving streets exterior to the subdivision that are required to be constructed herein.

e) Statement of Effective Storm Water Disposal

The storm drainage system for this project shall meet the following standards:

- No net increase in the peak flow into existing City facilities.
- Intercept and treat the first flush runoff (defined as the first 1/2-inch of runoff).

These standards are to be met through the preparation and implementation of a site-specific Storm Water Pollution Prevention Plan (SWPPP) which shall incorporate

CASQA BMPs. A review of this project, including the project location, has been made. Based on this review, it has been concluded that the use of one or more such BMPs will provide an adequate mechanism to meet the standards set forth herein and, therefore, provide the required mitigation of storm drainage effects resulting from the project.

- f) The subdivider shall pay a storm drain fee calculated in accordance with the current fee schedule under the requirements of the Chico Municipal Code, prior to recordation of the Final Map.

3. Sanitary Sewer

a) Facility Construction

The Subdivider shall design and install the following City standard sanitary sewer facilities:

- 1) Interior to Subdivision - An underground sanitary sewer system, with all appurtenances, serving all lots.
- 2) Adjacent to Subdivision - An underground sanitary sewer system, with all appurtenances, along the subdivision frontage.
- 3) Exterior to Subdivision - An underground sanitary sewer extension, with all appurtenances, connecting to the existing City of Chico sanitary sewer system in conformance with application for Sewer Connection.

b) Sanitary Sewer Fees

The Subdivider shall complete an Application for Sewer Connection.

The Subdivider shall pay all sanitary sewer fees subject to the terms and conditions of the Application for Sewer Connection prior to recordation of the Final Map.

4. Street Signs and Striping

The Subdivider shall install City standard street signs, regulatory signs (High Intensity Prismatic, no less than Grade V), No-Parking signs, pavement striping and pavement markings on all streets that they are required herein to construct. The City of Chico will determine the limits of No-Parking signs.

5. Street Lights

The Subdivider shall install City standard street lights with shielding on steel poles with concrete bases on all streets that they are required herein to construct.

6. Street Trees

Street trees shall be planted in accordance with the recommendation of the Parks Department.

7. Landscaping

The Subdivider shall install landscaping and an irrigation system at the following locations:

- a) Public Green EB.
- b) Storm Water Bio Cells.

D. MAINTENANCE

Prior to recordation of the Final Map, the Subdivider shall be required to make provisions to fund the maintenance of certain public improvements. The improvements to be covered shall be:

- 1. Public Green EB.
- 2. Storm Water facilities

The Subdivider shall prepare the necessary documents and provide the required supporting documents. Formation of a maintenance district requires action by the City Council. The district shall be complete and formed prior to recordation of the Final Map.

E. SUBDIVISION GRADING

1. Soils Report

The Subdivider shall submit a Geological and/or Soils Report, prepared by a registered engineer, that includes, but is not limited to, the following:

- a) An investigation of the nature, distribution and strength of existing soils.
- b) A description of site geology.
- c) Conclusions and recommendations covering the adequacy of the site for the proposed development, storm drainage disposal, grading procedures and corrective measures.
- d) Verification that the site is suited to proposed BMPs.

2. Grading Standards

All subdivision grading shall be in conformance with Chapter 16R.22, Grading Standards, of the Chico Municipal Code.

3. Grading Plan

The Subdivider's engineer shall submit a subdivision grading plan that includes, but is not limited to, the following:

- a) The subdivision limits, contours and details of existing terrain and drainage.
- b) Existing structures or other topographic features that are to remain undisturbed.
- c) The proposed subdivision lots and streets, together with a schematic layout of the proposed storm drain system.
- d) Existing ground elevations at all corners of proposed lots.
- e) Proposed finished lot corner grades and finished pad grades.
- f) Proposed lot grades indicating lot drainage.
- g) Pertinent recommendations from the above required Geological and/or Soils Report.
- h) Pertinent construction details to assure compliance with City of Chico Grading Standards.

4. Final Grading Report

Upon completion of the subdivision grading and prior to final inspection by the City, the Subdivider's engineer shall submit a Final Grading Report that certifies the following:

- a) That final grading complies with the approved grading plan or any approved revisions.
- b) That the subdivision grading complies with the recommendations included in the Geological and/or Soils Report. Any changes made during grading that affected these recommendations shall be assessed.
- c) That the subdivision soils are adequately compacted for their intended use, in conformance with City of Chico Grading Standards. The results of all field density tests and all other substantiating data shall be included in the Final Grading Report.

The subdivision grading plan shall be submitted to the Public Works Director for review and approval prior to the start of any work and shall be considered as part of the construction plans.

F. PROPERTY CONVEYANCES

1. Dedications

In conjunction with recordation of the Final Map for this subdivision, the Subdivider shall:

- a) Dedicate the required public street and alley rights-of-way as depicted on the Tentative Map.
- b) Convey to the City all abutter's rights of access from the abutting lots of the subdivision as noted on the Tentative Map.
- c) Dedicate public service easements adjacent to public rights-of-way as required.

2. Other Conveyances

The Subdivider and City shall adjust the boundary of the Little Chico Creek Greenway as depicted on the Tentative Map. The City Attorney shall determine the process for the adjustment.

G. OTHER PUBLIC SERVICES

1. Public Utilities

a) Underground Requirements

All new utilities serving this subdivision shall be underground.

b) Easement Obstructions

All public utility and/or public service easements shall be kept free and clear of any and all obstructions, including but not limited to, structures, longitudinal fencing and/or soundwalls, which may impede the construction, operation and maintenance of public utility facilities within such easements.

c) Utility Company Comments

- 1) AT&T, as of the date of this report, did not respond to a request for comments.
- 2) Pacific Gas and Electric Company, as of the date of this report, did not respond to a request for comments.
- 3) California Water Service Company, as of the date of this report, did not respond to a request for comments.

2. Fire Protection

The Subdivider shall pay for the installation of fire hydrants within the subdivision in conformance with the recommendations of the Fire Department, City of Chico.

3. United States Postal Service

The Subdivider shall install concrete pads for NDCBU delivery to the lots of this subdivision. The pads shall be depicted on the subdivision improvement plans and are subject to approval by both the local office of the United States Postal Service and the Planning Services Department.

4. California Regional Water Quality Control Board

The State of California, Regional Water Quality Control Board, Central Valley Region, in its e-mails dated 4/23/20 and 4/24/20, have made certain comments relative to this subdivision. Said e-mails and referenced documents are attached hereto as Exhibit A and shall be included as conditions of approval of this subdivision.

H. PERMITS FROM OUTSIDE AGENCIES

The Subdivider shall obtain all required permits from outside agencies having pertinent jurisdiction prior to recordation of the Final Map for this subdivision.

I. OTHER CITY PERMITS

The Subdivided shall submit a completed “Application Requesting Permission to Plant, Remove, Alter, or Disturb Public Trees” from to the Public Works Department. The Subdivider shall comply with any and all recommendations/requirements prior to commencing any construction activities on the site.

J. DESIGN CRITERIA AND IMPROVEMENT STANDARDS

All public improvements shall be designed in accordance with Chapter 18R.08, Design Criteria, of the Chico Municipal Code, except as modified by the conditions of approval for this subdivision.

The Subdivider shall submit improvement plans, profiles, typical sections, details and specifications to the Public Works Department for review and approval prior to the start of any construction of public improvements.

All public improvements shall be constructed in conformance with Chapter 18R.12, Improvement Standards, of the Chico Municipal Code and in conformance with the details shown on the approved improvement plans.

K. ADMINISTRATIVE REQUIREMENTS

1. Subdivision Improvement Agreement

If the public improvements required herein are not satisfactorily completed prior to recordation of the Final Map, the Subdivider shall enter into a subdivision improvement agreement in conformance with Chapter 18.36, Subdivision Improvement Requirements, of the Chico Municipal Code.

2. Plan Check and Inspection Fees

The Subdivider shall pay plan check and inspection fees in compliance with the terms and conditions as outlined in the New Real Time Account.

Recommendations and comments of all parties to whom the Tentative Map was circulated for review are on file with the respective parties and in Planning Services Department.

Matt Johnson, Senior Development Engineer

Distribution:

Original - Planning S 19-04 File
Development Engineering Subdivision File

Attachment:

Exhibit A - California Regional Water Quality Control Board