



DATE: May 12, 2020
TO: PLANNING COMMISSION
FROM: Mike Sawley, Senior Planner (879-6812, mike.sawley@chicoca.gov)
RE: Meriam Park North Vesting Tentative Subdivision Map (S 20-01)
APN: 002-180-198

SUMMARY

The applicant proposes to subdivide approximately 72 acres of the 270 acre Meriam Park site into 239 lots that would subsequently be developed in compliance with the City's form-based "Traditional Neighborhood Development" (or TND) code. In addition to development lots, the map would create parcels for an existing wetland preserve (23.44 acres), a new neighborhood park site (2.28 acres) and several smaller open space greens. Currently undeveloped, the site is located on the north side of Little Chico Creek, bounded by Bruce Road, Humboldt Road and Notre Dame Boulevard. No major issues have been identified.

Recommendation:

Planning staff recommends adoption of Resolution No. 20-06 (**Attachment A**), approving the tentative map and Circulation and Regulating Plan, subject to the attached conditions

Proposed Motion:

I move that the Planning Commission adopt Resolution No. 20-06, approving the tentative map and Circulation and Regulating Plan, subject to the attached conditions.

BACKGROUND

In 2007, the City Council certified the Meriam Park Program EIR (Environmental Impact Report), approved a Development Agreement (DA), 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 west of Bruce Road, north of East 20th Street, south of Humboldt Road, and east of Bedford Drive, in southeast Chico (see Location/Notification Area Map, **Attachment B**, and Illustrative Plan, **Attachment C**). The proposed map and Circulation and Regulating Plan would affect 72 acres located on the portion of Meriam Park north of the Little Chico Creek Greenway (see subdivision map, **Attachment D**, and Circulation and Regulating Plan, **Attachment A, Exhibit III**).

Existing Development Agreement

The Meriam DA, dated 08/06/07, is a 25-year agreement between the City and Meriam Park, LLC (Meriam) establishing standards, conditions, and regulations governing the project's development. The DA generally describes the project and includes several exhibits illustrating the pattern of development for the site. The DA has been amended five times over the subsequent years to accommodate various aspects of build out. These DA amendments did the following:

- Facilitated timing of the Parkside Terrace affordable housing project (2009);
- Provided flexibility in siting future parks and greens, and eliminated a central vehicle bridge over Little Chico Creek from the plan (2010);
- Excluded the new Superior Courthouse from the DA (a pre-condition for State acquisition of the site, 2010);
- Replaced 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 (2014); and
- Revised the due date to facilitate parcel creation for the Veteran's Administration clinic and reinforce indemnification provisions of the agreement (2017).

The Meriam DA, as amended, is included as **Attachment E**.

Prior Development Agreement

A deeper history of the subject site is needed to explain the basis for abandoning certain conservation easements with the proposed map, which were recorded to accommodate a previous development planned for the site. These easements appear as parallel, wavy lines "to be abandoned" on Sheet 2 of the subdivision map, included under **Attachment D**.

Prior to Meriam, the subject site belonged to N.T. Enloe Hospital (Enloe). Hoping to develop a health care facility near East 20th Street and other uses, Enloe completed an EIR and entered into a Development Agreement with the City in March 1997 (Enloe DA, **Attachment F**). Section 2.2 of the Enloe DA required dedication of certain sensitive biological areas to the City to serve as mitigation for impacts elsewhere on the site.

Specifically, Section 2.2(b) required Enloe to dedicate a 29.5-acre conservation easement to the City, incorporating populations of Butte County Meadowfoam (BCM) located at the northern end of the site. BCM (*Limnanthes floccosa ssp. californica*) is an endangered vernal pool plant species endemic to Butte County. The language stipulates that Enloe "*shall preserve the conservation easement for mitigation banking for the potential loss of seasonal wetlands on the remainder of the site*" (Page 7), and refers to a description of the easement in Exhibit "G" of the Enloe DA.

The requirement for Enloe to dedicate the conservation easement represented a step toward implementing Mitigation 4 from the Enloe EIR, which was included under Exhibit "F" of the Enloe DA. Mitigation 4 affirms that the purpose of the conservation easement was to preserve BCM populations located at the northerly end of the site, that the proposed OS-2 zoning in that area needed to be expanded to protect same, and that the "*expanded OS-2 zone must be*

preserved for mitigation banking for potential loss of seasonal wetlands on the remainder of the site.”

Later in 1997, Enloe recorded the conservation easement and met certain other DA obligations to dedicate land. Enloe was then allowed to record Parcel Map No. 97-01 to establish various development parcels and right-of-way for streets on the site. In an attempt to reconcile disagreements with State and Federal permitting agencies over the extent of the BCM conservation area, the parcel map included an additional buffer of roughly 50 feet along the southerly edge of the previously-recorded BCM conservation easement, adding 2.36 acres (see Sheet 3 of 5, Parcel Map No. 97-01, **Attachment G**).

Ultimately, Enloe did not complete the State and Federal permitting processes needed to authorize development, and their plans to develop a health care facility on the property never came to fruition. In 2002, Enloe determined the site was no longer viable for their project and began the process of selling the property to Meriam.

Relationship Between Enloe DA and Meriam DA

Importantly, the Enloe DA contained a reversion clause under Section 3.4 which specifically addressed the Enloe conservation easement. It reads:

If the City, in its discretion, determines that the conservation easement (Exhibit "G" attached hereto and incorporated herein by this reference), as set forth in the Environmental Impact Report approved May 21, 1996 and dedicated herein, is no longer needed as a conservation easement, such easement shall be reconveyed to Landowner, or its successors in interest. (Pages 10-11)

This clarifies the City may extinguish the easement if the City finds, in its discretion, that the Enloe conservation easement is no longer needed.

The Meriam DA explicitly replaced and superseded the Enloe DA, and declared Meriam an assignee and successor in interest to Enloe (see Section 7.8 of Meriam DA).

Meriam Park Program EIR and Preserve Establishment

The Meriam DA includes development of a portion of the 1997 Enloe conservation easement, development of which is now before the Planning Commission. The Meriam Park Program EIR analyzed the environmental impacts of the Meriam Park project as a whole, including its impact on this portion of open space that was preserved by Enloe and located outside the proposed Meriam Park Preserve.

One notable difference between the Meriam project and the former Enloe project is that the Meriam site includes 20 acres located on the north side of Humboldt Road. Meriam's inclusion of this additional area, combined with extensive rare plant surveys, resulted in a mitigation plan for biological resources that differed from the one prepared for the Enloe project. Analysis contained on Pages 4.3-55 and 4.3-56 of the Meriam EIR explains:

The portions of the Meriam Park site designated as Resource Conservation Area (RCA) are areas of the site previously identified as the Enloe BCM Preserve and Little Chico Creek Greenway (see Figure 4.3-1). These two features were identified as RCAs because they were part of the mitigation plan for the Enloe entitlements. The proposed Meriam Park would result in an overall increase in the number of acres proposed for long-term preservation although the

configuration of the preservation areas is somewhat different than that designated in the General Plan based on more recent detailed biological studies.

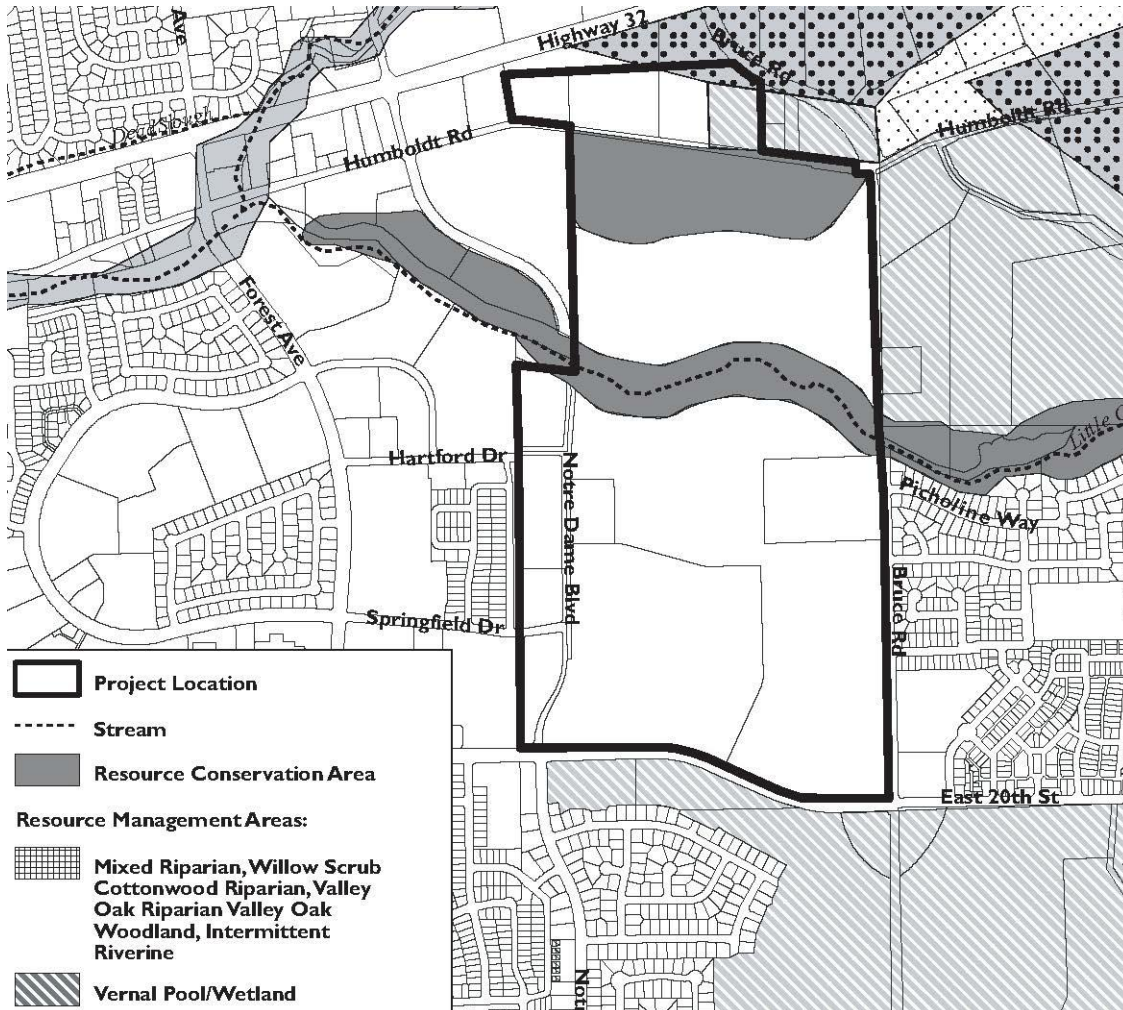


Figure 4.3-1 from the Meriam Park Program EIR "Resource Conservation and Resource Management Areas on the Meriam Park Site."

Biological studies for the Meriam Park project documented that a substantial amount of BCM occurred in vernal pool complexes located in the Meriam Park Preserve, which includes the westerly portion of the former Enloe conservation area as well as the 20 acres located on the north side of Humboldt Road. This supported conclusions in the EIR that impacts to occupied BCM habitat could be mitigated within the 41 acre Meriam Park Preserve (see figure below).

The Chico City Council, by adopting the Meriam Park Program EIR, approving the rezone, and entering into a DA with Meriam to authorize construction of Meriam Park, effectively determined that the prior conservation easements by Enloe were no longer needed. The City Council adopted the Meriam EIR determination that the change would "result in an overall increase in the number of acres proposed for long-term preservation," with the scope of the preserve determined based on updated, thorough biological analysis. The Planning Commission is now asked to confirm the Council's determination because the Meriam Park North Vesting Tentative Subdivision Map involves the portion of Meriam Park which is covered by the Enloe easement and outside the Meriam Park Preserve.

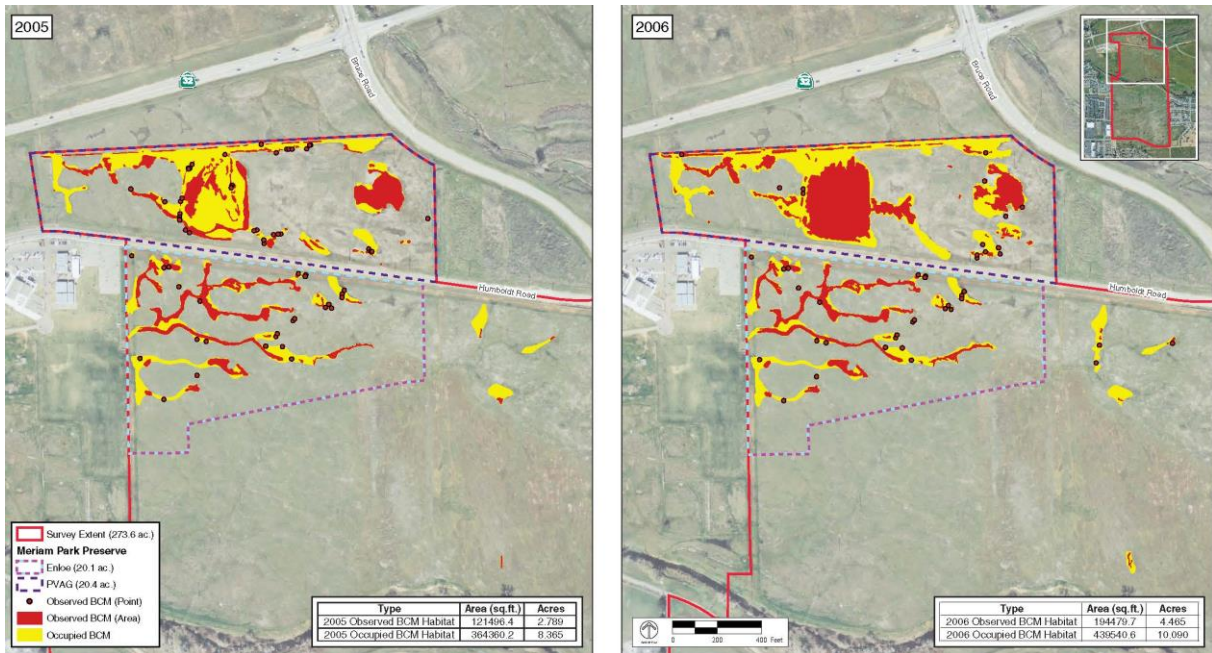


Figure 4.3-4 from the Meriam Park Program EIR “Butte County Meadowfoam Distribution.”

During the agency permitting process, the size of the Meriam Park Preserve on the south side of Humboldt Road was increased to 23.4 acres (it was analyzed at 20.1 acres in the EIR). The 43 acre Meriam Park Preserve, (20 acres on the north side and 23 acres on the south of Humboldt Road), was approved by the U.S. Fish and Wildlife Service (USFWS) and U.S. Army Corps of Engineers (USACE) through Federal Endangered Species Act and Clean Water Act permitting processes (USFWS file nos. 1-1-06-F-0273 and 8142-2008-F-1070-R001, and USACE permit SPK-2005001036).

Under the terms of these Federal permits, and as required by Mitigation Measure BIO-2 of the EIR, the Meriam Park Preserve was established by recording a conservation easement over the Meriam Park Preserve area (Serial No. 2015-0028326) and instituting a long-term land management regime.

The *Meriam Park Preserve Operations and Management Plan* (OMP, March 2009, available from the Community Development Department office), documents biological resources in the Preserve and sets forth goals and actions intended to assure the viability of the Preserve in perpetuity. Pursuant to the OMP, active management of the Preserve is overseen by *California Open Lands*, whose efforts are funded through an endowment which generates ongoing interest. The OMP describes the sensitive resources within the Preserve (primarily BCM and vernal pool habitat), identifies threats (invasive species, damage by humans, etc.) and outlines management techniques to maximize success over time (monitoring, fencing, signage, and seasonal cattle grazing or mowing).

The result of these efforts can be seen at the Preserve, which is surrounded by exclusionary fencing featuring conspicuous signage, and contains relatively little thatch (dead plant matter) from previous years. In short, the City determined in the Meriam EIR that the scope of land “preserved for mitigation banking for potential loss of seasonal wetlands” should be updated from that protected by the 1997 Enloe conservation easement to the Meriam Park Preserve.

This resulted in a net increase of protected acreage, and more targeted preservation efforts. The Preserve is now managed by *California Open Lands* pursuant to the Meriam Park Preserve Conservation Easement. The 1997 Enloe conservation easement will be formally abandoned by recordation of the final map for this subdivision.

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. Code descriptions of each TND Designation are provided under **Attachment H**. The TND Designations set forth a subset of allowable land uses, frontage types and building types contained in the TND Regulations. Regulating Plans also establish any open space elements, special setbacks or "build-to" lines, and special frontage types or unique building types that are not otherwise permitted by 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, however, it has been accepted that commercial parking lots may serve the same purposes in order to accommodate larger interior parking areas with multiple points of access.

Proposed Subdivision

The proposed map would divide approximately 72 acres into 239 lots for development and several open space parcels. The map depicts three distinct phases:

Phase G: Lots 100 and 101 comprise this initial phase of the map, which would include construction of the westerly portion of Avenue "A" and Avenue "D" east along the creek to Bruce Road.

Phase H: The central blocks and lots bordering the Meriam Park Preserve are within Phase H.

Phase I: Three blocks along Bruce Road are designated Phase I, as well as a 2.28 acre public park site adjoining the Little Chico Creek Greenway.

All internal streets on the map are proposed to be constructed as Primary Emergency Response Network streets. The "TN-4" street section is a 36-foot wide Avenue, with an 11-foot travel lane, seven-foot parking lane, seven-foot parkway strip, and five-foot sidewalk on either side. The following describes each of these phases in more detail:

Phase G

The 5.4 acres (Lots 100 and 101) in this initial phase of the map is intended to facilitate development of a 160-unit affordable, multi-family apartment community titled *North Creek Crossings* (AR 20-07). This project will meet a significant portion of Meriam's DA obligations to provide affordable housing in Meriam Park. *North Creek Crossings* includes several private open space areas (a clubhouse, two outdoor play areas, and a community garden area), which

will alleviate the need for developing public open space for active recreation with this initial phase north of the creek.

The Regulating Plan codes Lots 100 and 101 as “NC” (Neighborhood Center), which is one designation up relative to the Meriam Park Master Plan set forth in Exhibit “C” of the DA (see **Attachment E**). Pursuant to the DA, subdivisions in Meriam Park may adjust one designation up or down from the TND Designations shown on the Master Plan.

Constructing Avenue “A” and Avenue “D” with this phase will establish an important vehicle connection between Notre Dame Boulevard and Bruce Road. The alignment of Avenue “D” would result in adding land to the Little Chico Creek Greenway, which would be offset to a degree by transferring other land from the existing Greenway to Park “B”. Changes along the southern boundary with the map would result in a net increase of approximately 0.55 acres to the Greenway.

Two stormwater bio-retention facilities would be constructed with this initial phase, a small feature (Lot A) near the intersection of Avenue “A” and Notre Dame, and a long, linear feature along the north side of the creek within the Greenway. Design of these facilities will be assured to minimize vector concerns at the detailed improvement plan stage, and both facilities will be maintained by a maintenance district. Condition #8 is recommended to require the developer to provide copies of any State permits required for the new creek outfall (see **Attachment A, Exhibit I**).

Phase H

This phase includes two full city blocks and two partial blocks adjoining the Meriam Preserve.

On the south side of the preserve a small row of residential lots front onto the westerly portion of Avenue “A”, filling a gap created between the alignment of Avenue “A” and the existing Meriam Preserve. Like *North Creek Crossings* across the street, this line of home sites is coded “NC” on the Regulating Plan. The Regulating Plan also calls for reduced build-to lines to provide flexibility in siting the future homes on these lots.

The half-block facing Humboldt Road in Phase H is also coded NC, allowing for more attached Building Type options in the TND code. The remainder of Phase H would be coded NG (Neighborhood General), which will typically result in detached housing.

A row of nine homes would face the Meriam Preserve with a shared sidewalk access easement in front. The homes would take vehicle access from an alley also serving a row of homes facing Avenue “C” near Humboldt Road.

Two complete blocks are proposed in the center of the map, each containing 53-54 lots and approximately one acre of open space corridor. The open space greens will provide pedestrian access to the front of the units along Lots C and D.

Phase I

A Neighborhood Center block (4.4 acres) is proposed at the intersection Bruce Road and Humboldt Road. It is designed for a commercial center with a common central parking area.

South of the commercial block on Bruce Road is a 61-parcel residential block. Similar to blocks

proposed to the west, this block would contain multiple greens, offering a combination of home frontage types.

Finally, at the southerly extent of Phase I is a partial block including 24 parcels, a shared parking area, and Park "B". Proposed as a Neighborhood Center area on the Regulating Plan, the two quarter-acre parcels at the intersection of Avenue "D" and Bruce Road would support commercial uses, and the remaining lots are intended for residential uses.

Neighborhood Meeting

As a result of COVID19 and City Council direction at its 03/12/20 emergency meeting to limit meetings to only those where essential government operations need to be decided, the Community Development Department has temporarily suspended the requirement to hold a Neighborhood Meetings for development proposals to minimize public exposure.

DISCUSSION

Subdivision Design

The proposed subdivision map and Circulation and Regulating Plan would result in a new neighborhood for this area north of Little Chico Creek which follows the general pattern of development anticipated by the Meriam DA. The small-lot pattern of development will increase home ownership opportunities to broad segments of the community.

Development of the *North Creek Crossings* project early on will provide much-needed affordable housing. Along with entitled and planned projects located south of the creek, development anticipated over the next 2-3 years will cause Meriam Park to surpass the DA trigger for improving the Notre Dame Boulevard bridge over Little Chico Creek. To ensure diligent progress is underway for the bridge, Condition #9 is recommended to require Meriam to identify an engineering firm that has been contracted to begin design work and create a schedule for review and approval by Public Works for this crossing to affirm its timely delivery.

All alley-loaded in compliance with TND standards, the overall design of the subdivision situates an impressive percentage of homes with frontage on an open space green or street with open space within view.

The proposed pattern of Emergency Response Network streets differs from the ERN shown on Exhibit "C" of the Meriam DA. Specifically, the DA exhibit indicates two Primary ERN streets (one running east-west and one running north-south), with approximately eight Secondary ERN streets. The current map aligns streets in a simple grid pattern, with all four internal streets shown as Primary ERN streets. These wider streets, with more-direct routes to and through the site, meet the TND code requirements under CMC 19.90.030 (*Establishment of an emergency response network and thoroughfare standards*). As allowed pursuant to a note on Exhibit "C" of the DA, the ERN changes have been deemed acceptable by the relevant City staff (Director of Public Works, Director of Community Development Planning-Housing, and the Fire Chief).

On a finer-grain level, the block configurations within the neighborhood will result in many homes fronting onto open space greens with only rear alleys providing vehicle access. Compared to the original Meriam Park Master Plan, distances from ERN streets to some of these homes are greater, which will increase emergency response times. To reduce this effect

Condition #10 is recommended to increase the minimum width of paved alleyway from 12 feet to 20 feet, and to detail alleyway corners with additional paving to meet fire truck turning requirements. Condition #10 would also require the alleyway behind Lots 201 thru 212 to extend across Lot C, providing better connectivity.

Further, since the improvements to the greens as well as the home sites are unknown at this stage of development, Condition #11 is recommended to ensure that the Fire Department is included during future design stages to minimize hindrances to emergency response, especially for homes developed over 150 feet from ERN streets. Design details to be discussed include, but are not limited to, providing unobstructed walkways through the greens, providing an increased side setback on one side of garages, limiting the use of two-story construction, and installing fence gates of certain minimum width.

Future construction of commercial buildings at the corner of Bruce Road and Humboldt Road will be subject to site design and architectural review by the Architectural Review and Historic Preservation Board. The Board's review will assure compliance with more-detailed parts of the TND Regulations, and seek to ensure a unified vision is realized at this corner.

General Plan Consistency

The map and Circulation and Regulating Plan are consistent with General Plan Community Design and Circulation Element policies CD-2.1.1, CIRC-1.1 and CIRC-1.2, as the subdivision would establish a street grid with multiple access points, and good pedestrian walkability by separating different modes of travel. The affordable housing component and pattern of smaller lots are consistent with Housing Element policies H.3.2, H.3.3, H.6.1 and H.6.2, which call for a variety of housing types and sizes throughout the City which increase home ownership opportunities. Housing Element Action 3.3.1 calls for the City to *[c]ontinue to implement the Traditional Neighborhood Development Code (TND) that promotes higher density, vertical and horizontal mixed use, and greater flexibility in meeting parking requirements.*

The Regulating Plan uses the urban transect model to achieve appropriate transitions in urban intensity, thereby creating a neighborhood with context-sensitive transitions consistent with policy CD-5.2. The site layout locates open space greens or views to passive open space directly in front of most future home sites, responding to policy CD-2.1.

As stated on Page 3-9 of the Land Use Element, the Special Mixed Use (SMU) general Plan Designation and TND regulations *"are intended to create compact and complete neighborhoods with defined neighborhood centers. Development in the SMU designated areas should include a mixture of residential and non-residential land uses, a mixture of housing types for a variety of household sizes, incomes, and stages in life, an interconnected street network supporting a variety of transportation modes, public spaces, and a pedestrian friendly environment."* The subdivision and Circulation and Regulating Plan are consistent with this desired land use pattern by including a commercial center in the northeast corner, sites for apartments and attached housing types, and blocks of detached housing situated on small lots which front onto shared common open space areas.

Establishing a dedicated parcel for the existing Meriam Park Preserve and abandoning conservation easements from a previous development proposal are consistent with Policy OS-1 as well as the City's adopted Land Use Diagram, as these aspects of the map will implement previously approved plans to preserve native species and habitat through land use planning.

The proposal is consistent with the General Plan.

Environmental Review

The Meriam Park Program EIR 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. In short, the Meriam Park North Vesting Tentative Subdivision Map 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. 20-06, **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*. A letter was received from the Regional Water Quality Control Board containing standard responses regarding the need for permits from their agency (see **Attachment I**).

DISTRIBUTION:

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ATTACHMENTS:

- A. Planning Commission Resolution No. 20-06
 - Exhibit I Conditions of Approval and Mitigation Measures
 - Exhibit II Subdivision Report
 - Exhibit III Circulation and Regulating Plan (S 20-01)
- B. Location/Notification Map
- C. Illustrative Plan
- D. Vesting Tentative Subdivision Map (S 20-01) (2 sheets)
- E. Development Agreement 05-02, as Amended
- F. Enloe Development Agreement, with Amendment #1
- G. Parcel Map 97-01
- H. TND Designation Descriptions
- I. Letter from the Regional Water Quality Control Board, 05/14/20

1 effectively determined that the Enloe conservation easements were no longer needed due to the
2 larger size of the Meriam Park Preserve and more recent biological studies demonstrating that the
3 Meriam Park Preserve would adequately offset environmental impacts resulting from development
4 of the Meriam Park Master Plan; and

5 WHEREAS, Meriam has recorded a conservation easement on the area identified in the
6 Meriam Park EIR for biological preservation and implemented a *Meriam Park Preserve*
7 *Operations and Management Plan* (March 2009) to ensure long-term management and funding of
8 management of the Meriam Park Preserve to protect its biological values in perpetuity; and

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

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

15 1. With regard to the Subdivision Map the Planning Commission finds that:

16 A. The Subdivision Map and its design conform with the requirements of Title 18 and Title
17 19; and

18 B. Pursuant to Section 15162 of the California Environmental Quality Act Guidelines, the
19 proposed Subdivision Map is within the scope of the certified EIR for the Meriam Park
20 Master Plan in that it has been determined that: a) the Subdivision Map does not represent
21 a substantial change that would require major revisions to the certified EIR; b) there have
22 been no substantial changes in the circumstances under which the Subdivision Map will be
23 undertaken that require major revisions to the EIR; c) the EIR adequately addresses the
24 potential impacts and provides appropriate mitigation measures related to development of
25 the Subdivision Map; and d) no new significant impacts have been identified; and

26 C. The Subdivision Map and the Circulation and Regulating Plan are consistent with General
27 Plan Community Design and Circulation Element policies CD-2.1.1, CIRC-1.1 and CIRC-
28 1.2, as the subdivision would establish a street grid with relatively short block lengths,

1 multiple access points, and good pedestrian walkability by separating different modes of
2 travel. The affordable housing component and pattern of smaller lots are consistent with
3 Housing Element policies H.3.2, H.3.3, H.6.1 and H.6.2, which call for a variety of housing
4 types and sizes throughout the City which increase home ownership opportunities.
5 Specifically, Housing Element Action 3.3.1 calls for the City to *[c]ontinue to implement*
6 *the Traditional Neighborhood Development Code (TND) that promotes higher density,*
7 *vertical and horizontal mixed use, and greater flexibility in meeting parking requirements.*
8 The Regulating Plan uses the urban transect model to achieve appropriate transitions in
9 urban intensity, thereby creating a neighborhood with context-sensitive transitions
10 consistent with policy CD-5.2, and the site layout locates open space greens or views to
11 passive open space directly in front of most future home sites, responding to policy CD-
12 2.1. The subdivision and Circulation and Regulating Plan are consistent with this desired
13 land use pattern for the site, as stated on Page 3-9 of the General Plan, by including a
14 commercial center in the northeast corner, sites for apartments and attached housing types,
15 and blocks of detached housing situated on small lots which front onto shared common
16 open space areas. Establishing a dedicated parcel for the existing Meriam Park Preserve
17 and abandoning conservation easements from a previous development proposal are
18 consistent with Policy OS-1 as well as the City's adopted Land Use Diagram, as these
19 aspects of the map will implement previously approved plans to preserve native species
20 and habitat through land use planning; and

21 D. The City's sanitary sewer system has adequate capacity to serve the Subdivision Map;
22 domestic water will be provided by California Water Service Company; storm water
23 facilities will be constructed in accordance with adopted City standards and the City's Best
24 Management Practices; public utilities are adjacent to the project site with adequate
25 capacity to serve development of the Subdivision Map; and adequate access will be
26 provided to accommodate emergency vehicles. The Subdivision Map, therefore, will not
27 result in detrimental impacts to the public or the welfare of the City; and

28 E. No substantial evidence has been presented that would require disapproval of the

1 subdivision pursuant to Government Code Section 66474. Specifically, the City finds that:

2 (a) The proposed Subdivision Map is consistent with General Plan for the reasons
3 described in Section (1)(C) of this Resolution; and

4 (b) The design and proposed improvement of the Subdivision Map are consistent with
5 General Plans for the reasons described in Section (1)(C) of this Resolution; and

6 (c) As a relatively flat area previously analyzed for development by the Meriam Park EIR,
7 the site is physically suitable for the type and density of development proposed; and

8 (d) The design of the site and proposed improvements are not likely to cause substantial
9 environmental damage or substantially and avoidably injure fish or wildlife or their
10 habitat, as described in the Meriam Park EIR; and

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

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

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

18 A. The proposed Circulation and Regulating Plan is consistent with the City's General Plan
19 for the reasons described in Section (1)(C) of this Resolution; and

20 B. The Regulating Plan proposes appropriate TND designations at the edge of the Regulating
21 Plan area in that Neighborhood Center and Neighborhood General designations will
22 facilitate development that is compatible with the character of existing nearby multifamily
23 uses and school use (west), and open space uses (north, south and east). The Neighborhood
24 Center designation on the south side of Humboldt Road will support development
25 compatible with future Community Commercial uses developed on the opposite side of
26 Humboldt Road; and

27 C. The proposed TND designations will create a compact neighborhood with a commercial
28 center located at the intersection of Humboldt and Bruce Roads, approximately one-quarter

1 mile from the outer edge of the neighborhood being served; and

2 D. The proposed TND designations encourage a mixture of residential and non-residential
3 building types within close proximity to one another, using a design layout with central
4 greens that encourages walking between them; and

5 E. The Regulating Plan includes several public and private open space areas located within a
6 3-minute walk of at least 90 percent of future residential uses; and

7 F. The Circulation Plan establishes an interconnected street network that will assist in
8 avoiding traffic congestion by providing for a variety of convenient routes for pedestrians
9 and vehicles, and it complies with the emergency network standards set forth in CMC
10 Chapter 19.90.

11 3. Based on all of the above, the Planning Commission hereby approves the “Meriam Park North
12 Vesting Tentative Subdivision Map (S 20-01)” date stamped May 11, 2020, and subject to the
13 conditions and mitigation measures set forth in Exhibit I, and provisions of the Subdivision
14 Report set forth in Exhibit II, attached hereto.

15 4. The Planning Commission further approves the Circulation and Regulating Plan for Meriam
16 Park North, attached hereto as Exhibit III, subject to the conditions and mitigation measures
17 set forth in Exhibit I, and provisions of the Subdivision Report set forth in Exhibit II, attached
18 hereto.

19 5. The Planning Commission further finds the 1997 Enloe conservation easement is no longer
20 needed as a conservation easement, as described in the Meriam Park Program EIR certified by
21 the City Council on July 3, 2007.

22 6. The Planning Commission hereby specifies that the materials and documents which constitute
23 the record of proceedings upon which its decision is based are located at and under the custody
24 of the City of Chico Community Development Department.

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

AYES:

NOES:

ABSENT:

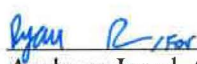
ABSTAINED:

DISQUALIFIED:

ATTEST:

APPROVED AS TO FORM:

Bruce Ambo
Planning Commission Secretary



Andrew Jared, City Attorney*
*Pursuant to The Charter of
the City of Chico, Section 906(E)

EXHIBIT “I”
CONDITIONS OF APPROVAL
Meriam Park Amended Vesting Tentative Subdivision Map, Phases 1-4 and 9-10
and Amended Circulation and Regulating Plan (S 09-01)
(Leftfoot, LLC.)

1. The creation of 239 lots on an approximately 72-acre site is authorized, as depicted on the Meriam Park North Vesting Tentative Subdivision Map (S 20-01), date-stamped May 11, 2020 by the Planning Division, except as revised by any of the following conditions of approval.
2. The subdivision shall be developed in compliance with all other applicable State and local Code provisions, including those of the Building Division, Public Works Department and the Fire Department. The applicant is responsible for contacting these offices to verify the need for permits.
3. 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 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.”
4. 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

Exhibit “I”

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.

5. Prior to recording the final map, any taxes and/or assessments against the property shall be paid.
6. Impacts to school facilities within the Chico Unified School District shall be fully mitigated by payment of school impact fees to the extent permitted by State Law.
7. Roadway improvements shall be installed as required by Development Agreement 05-02, as amended.
8. Concurrent with development plans for the first phase of public improvements the developer shall provide the Public Works Department and the Planning Division with copies of permits obtained from the Regional Water Quality Control Board, U.S. Army Corps of Engineers, and California Department of Fish and Wildlife for the new outfall proposed in Little Chico Creek, or proof of waiver obtained from these agencies.
9. The extension of Notre Dame Boulevard over Little Chico Creek to connect to the segment located south of Little Chico Creek shall be completed as required by the Development Agreement (DA 05-02). Because Meriam Park PM peak-hour trips are approaching the relevant threshold set forth by DA 05-02 for this improvement, concurrent with development plans for the first phase of public improvements the developer shall provide the Public Works Department with the name of the engineering firm the developer has hired to begin design work on the new bridge over Little Chico Creek. The engineering firm shall meet with Public Works staff as needed to create a schedule for review and approval by Public Works for constructing the new bridge in compliance with Meriam's DA obligations.
10. To facilitate fire truck access, all alleyways on the map depicted as "TN-12" shall include a minimum paved width of 20 feet, and alleyway intersections shall include a paved interior radius of 28 feet. The alleyway behind Lots 201 thru 212 shall extend across Lot C. The developer or future landowners may request modifications to the criteria set forth by this condition, which may be approved by the Fire Chief or their designee.

11. Work with the Fire Department on the design details of improvements to the greens, placement of garages and fencing designs to minimize obstructions that could hinder emergency response to off-network homes. Design considerations under this condition shall be focused on parcels located over 150 feet from an ERN street and include, but are not limited to, providing unobstructed walkways through the greens, provide an increased side setback on one side of garages, limiting the use of two-story construction, and installing fence gates of certain minimum width.
12. Prior to issuance of a grading permit for each phase, and prior to vegetation removal or grading in any areas not covered by a prior 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 and sensitive areas shown for retention on the subdivision map.
13. 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.

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

14. 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.
15. 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.
16. 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).
17. 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.
18. 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).
19. MITIGATION AIR-2: The following measures would reduce diesel particulate matter and NO_x 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 NO_x 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 NO_x 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 NO_x 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.

20. 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.

21. 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
Transit improvement at sites deemed appropriate and necessary by the Transportation Department and transit provider and consistent with long-range transit plans.	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.
Orientation of building structures that maximize the potential for natural cooling and passive solar design principles (this may include use of appropriate landscaping.)	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.

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
<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 sections which accommodate transit. South-bound Bruce Road is designed with a side drive for transit service, similar to the Esplanade.</p>
<p>Neighborhood commercial shopping areas to serve new residential development.</p>	<p>Shopping areas for the neighborhoods of Meriam Park are laid out along East 20th Street, the southwest corner of the intersection of Bruce Road and Humboldt Road, and in the Core area.</p>
<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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).</p>
<p>Synchronized traffic signals along streets impacted by project development as deemed necessary by local agency with jurisdiction over approval of the project.</p>	<p>Traffic signals on Bruce Road and East 20th are scheduled to be synchronized as part of the improvement projects set forth in the current Nexus Study.</p>

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
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 points within the transportation points within the project where deemed feasible.	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.)
Off-site pedestrian facility improvements such as overpasses and wider sidewalks as deemed appropriate and feasible by local transportation planning agencies.	Wide (8-18') sidewalks are provided on the street sections used throughout Meriam Center. (See street section TN-4 from TND zone.)
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.	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 20 th 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.

Best Available Mitigation Measures for Commercial/Industrial Projects:

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
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.	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
Incorporate shade trees, adequate in number and proportional to the project site, throughout the project site to reduce building heating and cooling requirements.	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

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
	(NG) and Neighborhood Edge (NE) during the design of individual building site plans.
<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>
<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>

Best Available Mitigation Measures	Mitigation Measures Incorporated into the Meriam Park Project
<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>
<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>
<p>Interior major streets to serve the main entrances to buildings.</p>	<p>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.</p>

22. MITIGATION AIR-3c: The developer shall incorporate mitigation measures listed in the Regional Air District's Indirect Source Review Guidelines, as mitigation for regional air quality impacts. Additional mitigation measures to be considered are:
- a. Coordinate with Butte Regional Transit and the City's Department of Public Works to provide effective transit and transit amenities that serve the Plan area. This would also include the construction of bus shelters and turnouts.
 - b. Large office and retail sites with large employment forces shall provide on-site lockers and showers for employees who bicycle or walk to work.
 - c. All development shall comply with City bicycle parking requirements.
 - d. At office sites, consider implementing parking cash out program for employees (non-driving employees receive transportation allowance equivalent to the value of subsidized parking).
23. MITIGATION BIO-4: Proposed development shall be designed to avoid removal or adverse impacts on the shrubs through compliance with the USFWS recommendation that a 100-foot buffer be established and maintained around elderberry plants containing stems measuring 1 inch or greater in diameter at ground level. If the removal or relocation of shrubs is unavoidable or the 100-foot buffer cannot be provided, then a mitigation program shall be prepared by a qualified invertebrate biologist in consultation with the USFWS. The plan must do one or more of the following: a) implement an on-site mitigation and monitoring plan that includes transplantation of shrubs and planting of elderberry seedlings in a permanently protected location; or b) obtain credits for VELB habitat at a USFWS approved mitigation bank. Prior to issuance of any grading or building permits within 100 feet of any elderberry shrub within the Creekside Greenway, the applicant shall provide written verification to the Planning Division that the requirements of the USFWS have been satisfied.
24. MITIGATION BIO-7: Any in-channel construction activity along Little Chico Creek or filling of vernal pools and seasonal wetlands shall be restricted to the period when western pond turtle and western spadefoot toad would not be expected in these habitats, from June 15 through October 15. Pre-construction surveys shall be conducted by a qualified biologist within 15 days prior to any fill or modifications to suitable habitat, and any turtles or toads relocated by a qualified biologist to secure habitat outside the construction zone. Preconstruction surveys shall be conducted within 30 days prior to commencement of clearing/grubbing or grading and shall be conducted prior to each project phase.
25. 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.
 - 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 City Planning 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 City Planning 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.
26. 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.

27. 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.

28. MITIGATION CUL-1: The Meriam Park proposal [for street improvements along Bruce Road] shall preserve representative sections of the original or reconstructed wall, as depicted in Figure 4-4.2 and Figure 4-4.3 of the Meriam Park Draft EIR. Any section of original wall to remain intact shall be rehabilitated and stabilized.

29. 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.

30. 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.
31. 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.
32. 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.
33. 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.

34. MITIGATION HAZ-7: All new power lines shall be undergrounded within the Meriam Park site.
35. 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.
36. 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.
37. MITIGATION NOI-1: Policies in the General Plan and requirements of the State Building Code shall be followed to achieve noise compatible land use planning within the Meriam Park Plan Area. Site Design and architectural review shall be required for all residential projects adjoining East 20th Street and Bruce Road. Project designs shall include effective mitigation measures to reduce exterior noise and noise levels in interior spaces to the levels specified in Table 9.5-1 of the Noise Element of the General Plan. Such measures shall include, but are not limited to, proper site planning to create both outdoor and indoor protected spaces, noise barriers, and building sound insulation treatments such as sound-rated walls, windows, and doors. Adequate ventilation, heating, and cooling shall be supplied to residential buildings so that windows may be kept closed at the discretion of the occupants to control noise intrusion in noise impacted areas.

Figures 4.9-5 and 4.9-6 in the Meriam Park Draft EIR depict specific designs intended to achieve the noise reduction benefits listed above, including:

- a. Outdoor activity areas located to the rear of buildings that face perimeter

- roadways;
- b. Attached housing units that form unbroken, continuous facades, except where streets intersect;
- c. Structures that continue around the corner to the rear of parcels where interior streets intersect with perimeter roadways.

Additionally, a detailed noise assessment shall be required for all new residential development exposed to noise levels exceeding 60 dB Ldn that does not include all of the design elements listed above and would be submitted to the Chico Building Division for approval prior to issuance of a building permit.

- 38. MITIGATION NOI-2: Noise studies shall be required for all commercial development proposed next to residential development, unless the residential units are established in conjunction with commercial uses, and for the ballpark (if built). The studies shall demonstrate how the commercial uses or ballpark, including loading docks, refuse areas, and ventilation systems, would maintain noise levels at residential property lines not to exceed 55 dB Leq and 75 dB Lmax during daytime hours (7 a.m. to 10 p.m.) and 45 dB Leq and 65 dB Lmax during nighttime hours (10 p.m. to 7 a.m.). These levels could be adjusted, if appropriate, per the General Plan Performance Standards.
- 39. 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.
- 40. MITIGATION PSR-2: Developer shall have the ability to either design and construct parks or pay development fees to the City for each new dwelling unit, in accordance with the Chapter 3.85 of the Chico Municipal Code, for the

neighborhood and community parks.

41. MITIGATION PSR-3: Developer shall pay the required fees to the school district for each new dwelling unit in accordance with Chapter 3.85 of the Chico Municipal Code.
42. 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.
43. 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.
44. 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.
45. MITIGATION TRAF-7b: Develop a traffic management plan and complementing travel demand management strategies.
46. 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 13, 2020

File: S 20-01

TO: PLANNING COMMISSION

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

RE: **Vesting Tentative Subdivision Map S 20-01 Meriam Park North**

Exhibit "II"

This office has reviewed the vesting Tentative Subdivision Map S 20-01 Meriam Park North 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 road/street public improvements to be constructed as part of any development (including phased development) versus payment of an in-lieu fee as well as reimbursements for construction of future Nexus/CIP facilities.

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 or as directed by the Public Works Director. Street structural sections to be determined based upon findings from the Soils Report and City assigned Traffic Index:

- 1) Interior to subdivision - Full urban improvements.
 - 2) Bruce Road - Public improvements as required by the Public Works Director.
 - 3) Notre Dame Boulevard - Public improvements as required by the Public Works Director.
 - 4) Humboldt Road - Public improvements as required by the Public Works Director.
 - 5) Public 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 Little Chico Creek via Bio - Retention Cells.

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) Bio - Retention Facilities

Surface storm drainage retention facilities shall be vegetated, landscaped, and irrigated in a manner consistent with Post Construction Standard Plans requirements.

e) 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 Little Chico Creek.
- 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 Hand Book

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.
- Open, natural swales.
- Improved channels. Storm water runoff management facilities including the Bio - Retention 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.

f) 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 Little Chico Creek.
- 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.

- g) 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.
- 4) Existing City Facilities - The City has existing sewer facilities through both Little Chico Creek and the proposed subdivision. The Subdivider shall design and install any and all additional sanitary sewer facilities/appurtenances as determined by the Public Works Director.

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. Park B

The timing for construction of Park B shall be in compliance with the Development Agreement. The Public Works Director will review each of the various elements associated with the construction of Park B and determine their eligibility for Park Fee credits.

5. Street Signs and Striping

The Subdivider shall install City standard street signs, regulatory signs, pavement striping and pavement markings on all streets, and bicycle facilities that they are required herein to construct.

6. 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.

7. Bicycle Facilities

The Subdivider shall design and construct the following bicycle facilities:

- a) All facilities as determined by the Public Works Director.
- b) Notice is hereby given to future owners of lots within this subdivision that the City of Chico will require the construction of additional bicycle circulation improvements under the circumstances described below. An appropriate note shall be placed on the Final Map.

8. Transportation Facilities

The Subdivider shall construct City Standard S-28 Bus Turnouts consisting of bus turnouts, benches, and shelters at locations as determined by Butte County Association of Governments and the Public Works Director.

9. Street Trees

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

10. Landscaping

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

- a) Lot A.
- b) Park B.
- c) Lots C, D, and E.
- d) Bio - Retention facilities.
- e) Notre Dame medians.
- f) Bruce Road medians and parkways.

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. Lot A.
2. Park B.
3. Lots C, D, and E.
4. Bio - Retention facilities.
5. Notre Dame medians.
6. Bruce Road medians, parkways, and multi-use pathway.

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/Grants

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 to the City as depicted on the Tentative Map.
- b) Grant Lot A to the City in Fee Simple for Bio - Retention purposes.
- c) Grant Park B to the City in Fee Simple for neighborhood park purposes.
- d) Grant Lots C, D, and E to the City in Fee Simple as neighborhood Greens.
- e) Dedicate public service easements adjacent to public rights-of-way as required.

2. Abandonment

The conservation easement abandonments depicted on the Tentative Map are approved. Said abandonments, in accordance with the provisions of the Subdivision Map Act, shall become effective upon recordation of the Final Map.

3. 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. Butte County Mosquito and Vector Control District

The Butte County Mosquito and Vector Control District, in an e-mail dated 5/5/20, has made certain comments relative to this subdivision. These comments are to be included as conditions of approval and incorporated into the Final Map and/or improvement plans for this subdivision.

5. California Regional Water Quality Control Board

The State of California, Regional Water Quality Control Board, Central Valley Region, as of the date of this report, did not respond to a request for comments. However, the Meriam Park North development must always comply with any and all Regional Water Quality Control Board regulations.

H. PERMITS FROM OUTSIDE AGENCIES

The Subdivider shall obtain all required permits from outside agencies having pertinent jurisdiction prior to commencing any construction activities on the site and recordation of the Final Map.

I. OTHER CITY PERMITS

The Subdivider 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. Revised Tentative Map

If applicable, the Subdivider shall prepare a Project Map, consisting of a copy of the Tentative Map modified to depict all requirements of this subdivision report or the resolution of approval that alter the street layout, the lot configuration, or any other substantive item depicted on the Tentative Map as originally submitted.

The revised tentative map shall be submitted, reviewed, and approved by the Planning Services Department Director and the Senior Development Engineer prior to initial submittal of the improvement plans or Final Map.

2. 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.

3. 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.



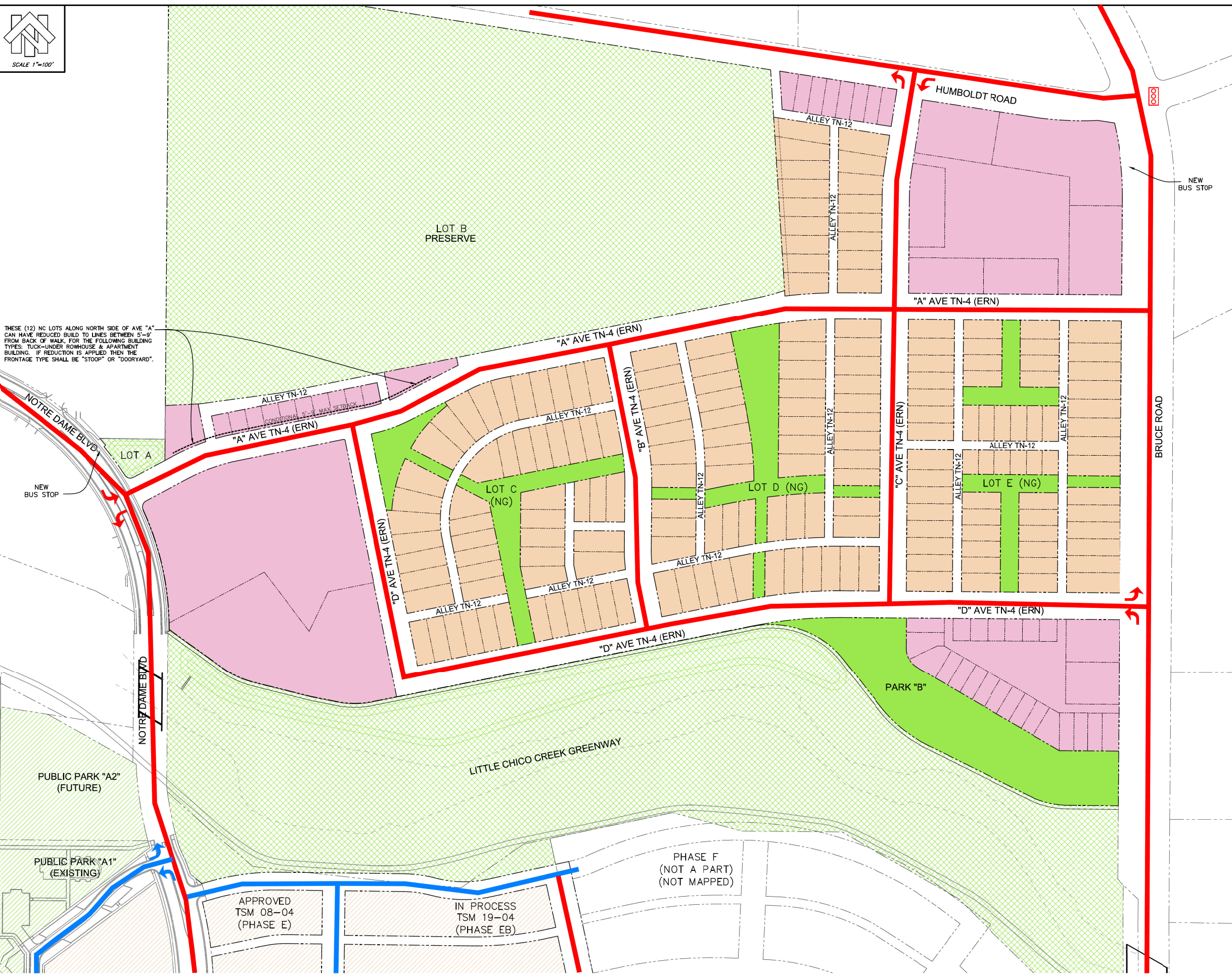
Matt Johnson, Senior Development Engineer

Distribution:
Original - Planning S 20-01 File
Development Engineering Subdivision File



SCALE 1"=100'

THESE (12) NC LOTS ALONG NORTH SIDE OF AVE "A" CAN HAVE REDUCED BUILD TO LINES BETWEEN 5'-9" FROM BACK OF WALK FOR THE FOLLOWING BUILDING TYPES: TUCK-UNDER ROWHOUSE & APARTMENT BUILDING. IF REDUCTION IS APPLIED THEN THE FRONTAGE TYPE SHALL BE "STOOP" OR "DOORYARD".

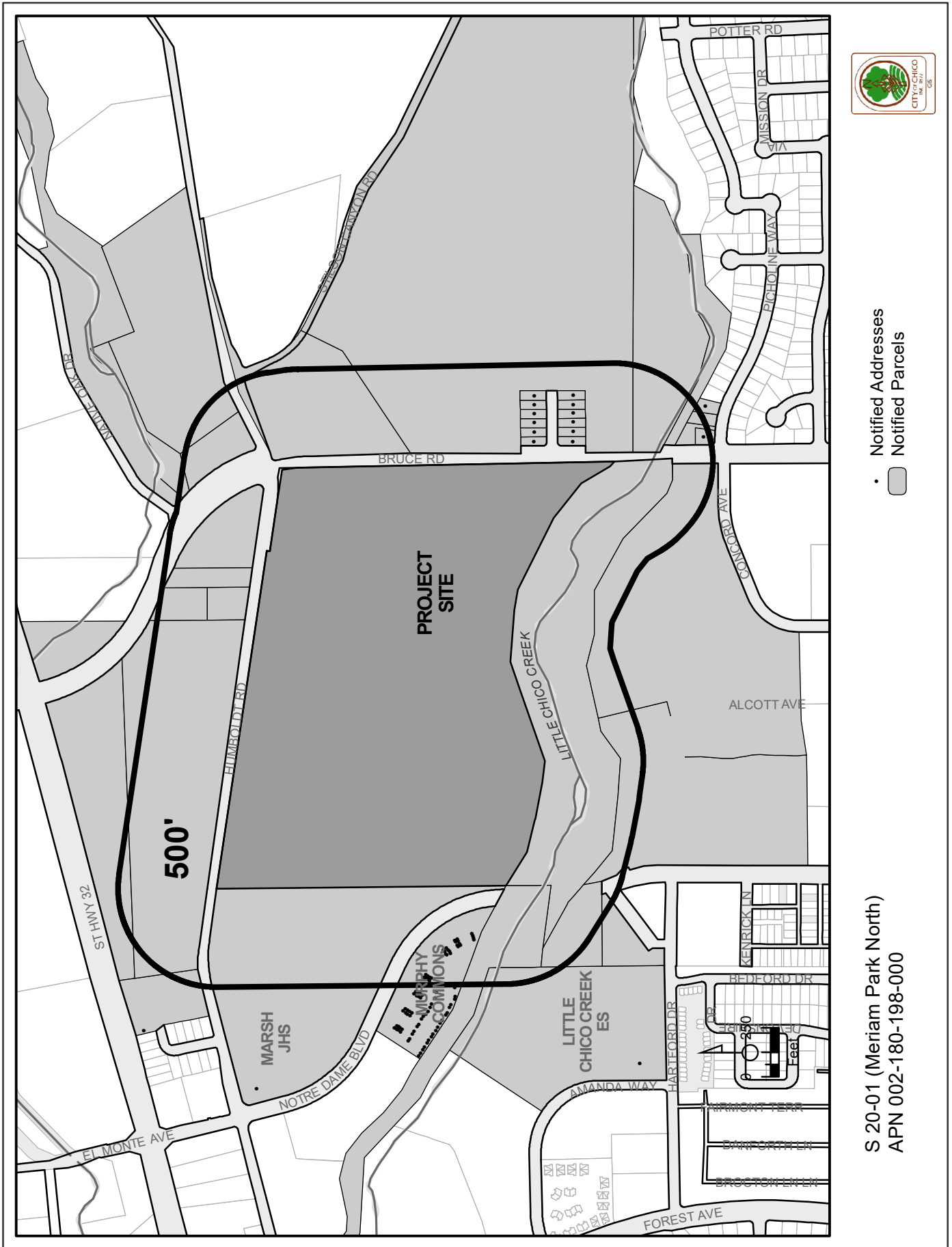


- TND DESIGNATIONS LEGEND:**
- NE - NEIGHBORHOOD EDGE
 - NG - NEIGHBORHOOD GENERAL
 - NC - NEIGHBORHOOD CENTER
 - C - CORE
 - NEIGHBORHOOD PARKS, GREENS, & PLAZAS (PVT INDICATES PRIVATE FACILITY)
 - PRESERVE & CREEK GREENWAY AREAS
 - SPECIAL DISTRICT
- CROSS HATCHED COLORS INDICATE EXISTING TND DESIGNATED LOTS
- EMERGENCY RESPONSE NETWORK LEGEND:**
- PRIMARY ERN
 - SECONDARY ERN
 - ALLOWED LEFT TURN ACCESS (SHOWN FOR MEDIAN STREETS ONLY WITH MERIAM) ALL NON-MEDIAN STREETS ALLOW LEFT TURNS STD.
 - 000 FULL ACCESS TRAFFIC SIGNAL

- REGULATING PLAN NOTES:**
- PROPOSED PUBLIC OPEN SPACE ELEMENTS:
NEIGHBORHOOD PARK "B"
GREEN 200 (NG)
GREEN 400 (NG)
GREEN 500A (NG)
GREEN 500B (NG)
LITTLE CHICO CREEK GREENWAY
 - 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 (S09-01) & (S08-04))
 - 1.2. BUILDINGS FRONTING ON BRUCE ROAD MAY HAVE UP TO A 10' SETBACK (FROM PROPERTY LINE) DUE TO EXISTING UTILITY EASEMENTS AND FRONTING ON BUSY ARTERIAL WITH NO PARALLEL PARKING. (CONSISTENT WITH AMENDED TSM (S09-01) & (S08-04))
 - 1.3. 12 NC LOTS NEAR MARSH JR. HIGH MAY USE BUILD TO LINES BETWEEN 5'-9" IF BUILDING TYPES "TUCK-UNDER ROWHOUSE" OR "APARTMENT" AND FRONTAGE TYPE IS "STOOP" OR "DOORYARD".
 - PROPOSED NEW BUILDING TYPES / FRONTAGES: NONE
 - PROPOSED SPECIAL DISTRICT SITES: NONE

CIRCULATION & REGULATING PLAN
MERIAM PARK NORTH
VESTING TENTATIVE SUBDIVISION MAP
(S 20-01)
A PUBLIC STREET SUBDIVISION
FOR
MP NORTHFORK, 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





- Notified Addresses
- Notified Parcels

S 20-01 (Meriam Park North)
 APN 002-180-198-000



SCALE 1"=100'

NOTES

- 1. ZONING: EXISTING - TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) ZONE
2. GENERAL PLAN: EXISTING - SPECIAL MIXED USE (SMU)
3. LAND USE: EXISTING - VACANT PROPOSED - RESIDENTIAL, POSSIBLE MIXED USE
4. PROJECT SURVEYOR: JIM STEVENS, PLS 6050
5. SEWAGE: CITY OF CHICO
6. WATER: CALIFORNIA WATER SERVICE
7. POWER: PG&E
8. TELEPHONE: AT&T
9. CABLE TV: COMCAST
10. STORM DRAINAGE: CITY OF CHICO
11. OWNERS: PARCEL 002-180-198 MP NORTHFORK, LLC - 1811 CONCORD AVE, SUITE 200, CHICO CA 95928
12. DEVELOPER: MP NORTHFORK, LLC - 1811 CONCORD AVE, SUITE 200, CHICO CA 95928
13. WATER QUALITY TREATMENT TO BE ACHIEVED VIA A COMMUNITY WIDE TREATMENT BIO CELLS LOCATED IN THE GREENWAY AND NOTRE DAME RIGHT OF WAY. BIO CELLS TO MEET NSR POST CONSTRUCTION REQUIREMENTS.
14. WATER QUANTITY TREATMENT TO BE ACHIEVED VIA COMMUNITY WIDE DETENTION LOCATED IN THE BIO CELLS IN GREENWAY AND NOTRE DAME RIGHT OF WAY.
15. THIS WILL BE A PHASED PROJECT, PHASES SHOWN ON PLANS ARE APPROXIMATE ONLY.
16. EXISTING EASEMENTS AND ABANDONMENTS ARE SHOWN ON SHEET 2 AS WELL AS COMPLETE EXISTING PROPERTIES.
17. ABUTTER RIGHTS WILL BE CONVEYED TO THE CITY ALONG ALL PUBLIC STREETS, EXCLUDING ALL ALLEYS & ANY DESIGNED DRIVEWAY ENTRANCES APPROVED BY THE DIRECTOR OF PUBLIC WORKS.
18. THIS SUBDIVISION MAP HAS A PORTION OF THE PROPERTY IN FEMA FLOOD ZONE "A" SHOWN ON SHEET 2. FLOOD ZONE WILL BE FILLED AND LOW FLEED.
19. ANY EXISTING WELLS OR SEPTIC TANKS IN PROJECT PROPERTY WILL BE ABANDONED UNDER COUNTY PERMITS.
20. ALL GRADING ADJACENT TO EXISTING IMPROVEMENTS SHALL CONFORM TO EXISTING GRADES.
21. THERE ARE NO EXISTING BUILDING STRUCTURES ON THIS SITE.
22. ALL LOTS ON MAP WILL COMPLY WITH TND CODE WITH ONSITE PARKING BEING ACCESSED FROM ALLEYS.

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 (SEE ATTACHED SHEET).

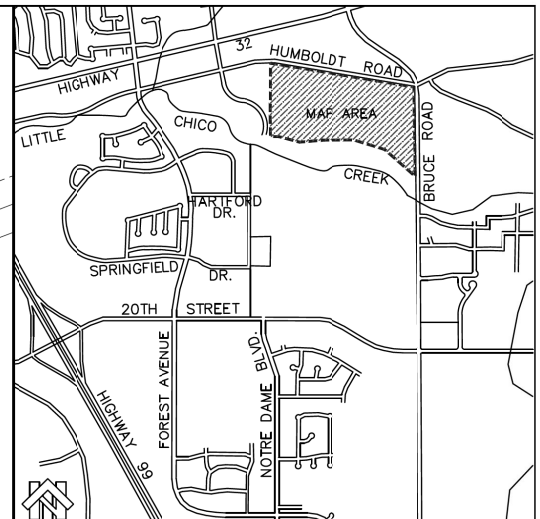
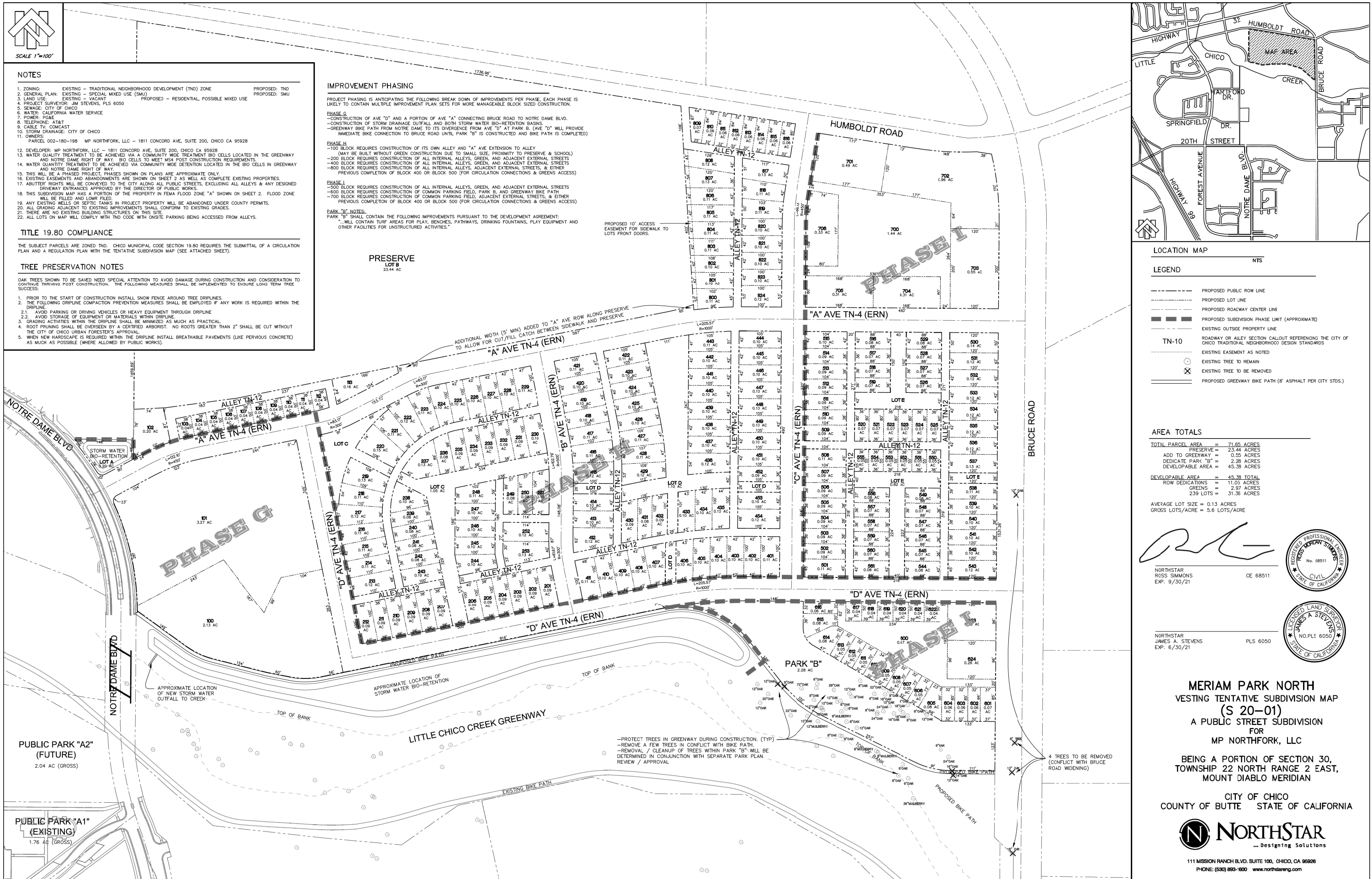
TREE PRESERVATION NOTES

- OAK TREES SHOWN TO BE SAVED NEED SPECIAL ATTENTION TO AVOID DAMAGE DURING CONSTRUCTION AND CONSIDERATION TO CONTINUE THRIVING POST CONSTRUCTION. THE FOLLOWING MEASURES SHALL BE IMPLEMENTED TO ENSURE LONG TERM TREE SUCCESS:
1. PRIOR TO THE START OF CONSTRUCTION INSTALL SNOW FENCE AROUND TREE DRIPLINES.
2. THE FOLLOWING DRIFLINE COMPACTION PREVENTION MEASURES SHALL BE EMPLOYED IF ANY WORK IS REQUIRED WITHIN THE DRIFLINE.
2.1. AVOID PARKING OR DRIVING VEHICLES OR HEAVY EQUIPMENT THROUGH DRIFLINE
2.2. AVOID STORAGE OF EQUIPMENT OR MATERIALS WITHIN DRIFLINE
3. GRADING ACTIVITIES WITHIN THE DRIFLINE SHALL BE MINIMIZED AS MUCH AS PRACTICAL.
4. ROOT PRUNING SHALL BE OVERSEEN BY A CERTIFIED ARBORIST. NO ROOTS GREATER THAN 2" SHALL BE CUT WITHOUT THE CITY OF CHICO URBAN FORESTER'S APPROVAL.
5. WHEN NEW HARDSCAPE IS REQUIRED WITHIN THE DRIFLINE INSTALL BREATHABLE PAVEMENTS (LIKE PERVIOUS CONCRETE) AS MUCH AS POSSIBLE (WHERE ALLOWED BY PUBLIC WORKS).

IMPROVEMENT PHASING

- PROJECT PHASING IS ANTICIPATING THE FOLLOWING BREAK DOWN OF IMPROVEMENTS PER PHASE. EACH PHASE IS LIKELY TO CONTAIN MULTIPLE IMPROVEMENT PLAN SETS FOR MORE MANAGEABLE BLOCK SIZED CONSTRUCTION.
PHASE G
-CONSTRUCTION OF AVE "D" AND A PORTION OF AVE "A" CONNECTING BRUCE ROAD TO NOTRE DAME BLVD.
-CONSTRUCTION OF STORM DRAINAGE OUTFALL AND BOTH STORM WATER BIO-RETENTION BASINS.
-GREENWAY BIKE PATH FROM NOTRE DAME TO ITS DIVERGENCE FROM AVE "D" AT PARK B. (AVE "D" WILL PROVIDE IMMEDIATE BIKE CONNECTION TO BRUCE ROAD UNTIL PARK "B" IS CONSTRUCTED AND BIKE PATH IS COMPLETED)
PHASE H
-100 BLOCK REQUIRES CONSTRUCTION OF ITS OWN ALLEY AND "A" AVE EXTENSION TO ALLEY
(MAY BE BUILT WITHOUT GREEN CONSTRUCTION DUE TO SMALL SIZE, PROXIMITY TO PRESERVE & SCHOOL)
-200 BLOCK REQUIRES CONSTRUCTION OF ALL INTERNAL ALLEYS, GREEN, AND ADJACENT EXTERNAL STREETS
-400 BLOCK REQUIRES CONSTRUCTION OF ALL INTERNAL ALLEYS, GREEN, AND ADJACENT EXTERNAL STREETS
-800 BLOCK REQUIRES CONSTRUCTION OF ALL INTERNAL ALLEYS, ADJACENT EXTERNAL STREETS, & EITHER PREVIOUS COMPLETION OF BLOCK 400 OR BLOCK 500 (FOR CIRCULATION CONNECTIONS & GREENS ACCESS)
PHASE I
-500 BLOCK REQUIRES CONSTRUCTION OF ALL INTERNAL ALLEYS, GREEN, AND ADJACENT EXTERNAL STREETS
-600 BLOCK REQUIRES CONSTRUCTION OF COMMON PARKING FIELD, PARK B, AND GREENWAY BIKE PATH
-700 BLOCK REQUIRES CONSTRUCTION OF COMMON PARKING FIELD, ADJACENT EXTERNAL STREETS, & EITHER PREVIOUS COMPLETION OF BLOCK 400 OR BLOCK 500 (FOR CIRCULATION CONNECTIONS & GREENS ACCESS)
PARK "B" NOTES:
PARK "B" SHALL CONTAIN THE FOLLOWING IMPROVEMENTS PURSUANT TO THE DEVELOPMENT AGREEMENT:
- WILL CONTAIN TURF AREAS FOR PLAY, BENCHES, PATHWAYS, DRINKING FOUNTAINS, PLAY EQUIPMENT AND OTHER FACILITIES FOR UNSTRUCTURED ACTIVITIES.

PRESERVE LOT B 23.44 AC



LEGEND

- PROPOSED PUBLIC ROW LINE
PROPOSED LOT LINE
PROPOSED ROADWAY CENTER LINE
PROPOSED SUBDIVISION PHASE LIMIT (APPROXIMATE)
EXISTING OUTSIDE PROPERTY LINE
TN-10
ROADWAY OR ALLEY SECTION CALLOUT REFERENCING THE CITY OF CHICO TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS
EXISTING EASEMENT AS NOTED
EXISTING TREE TO REMAIN
EXISTING TREE TO BE REMOVED
PROPOSED GREENWAY BIKE PATH (8' ASPHALT PER CITY STDS.)

AREA TOTALS

Table with 2 columns: Category and Value. Includes: TOTAL PARCEL AREA = 71.65 ACRES, PRESERVE = 23.44 ACRES, ADD TO GREENWAY = 0.55 ACRES, DEDICATE PARK "B" = 2.28 ACRES, DEVELOPABLE AREA = 45.38 ACRES, etc.

Professional Engineer and Licensed Land Surveyor stamps for Northstar Ross Simmons and James A. Stevens, including signatures and expiration dates.

MERIAM PARK NORTH VESTING TENTATIVE SUBDIVISION MAP (S 20-01) A PUBLIC STREET SUBDIVISION FOR MP NORTHFORK, 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 NORTHSTAR ... Designing Solutions

111 MISSION RANCH BLVD, SUITE 100, CHICO, CA 95928 PHONE: (530) 893-6000 www.northstareng.com



SCALE 1"=100'

MARSH ELEMENTARY SCHOOL SN. 91-11934

NOT A PART

002-180-090

ROW DEDICATED TO THE CITY OF CHICO PER 2000-0042415 (AT TIME OF RE-ALIGNMENT)

NOT A PART

002-180-110

NOT A PART

002-180-111

NOT A PART

002-180-141

1.00' ROW DEDICATION AND ADJUTTER'S RIGHTS CONVEYED TO CITY OF CHICO PER 145 M 79-83

2057/612 PROVIDES FOR AN EASEMENT TO STATE TV CABLE FOR AERIAL AND UNDERGROUND WIRES ALONG HUMBOLDT AND BRUCE ROAD. EASEMENT IS NOT DEFINED AND ITS EXACT LOCATION IS NOT LOCATABLE.

NOT A PART

002-180-089

PRESERVATION AREA 31.86 ACRES±

DEEDED TO THE CITY OF CHICO PER SN. 2015-0028326

CONSERVATION EASEMENT PER 97-10962 (TO BE ABANDONED)

ADDITION TO CONSERVATION EASEMENT PER 145 M 79-83 (TO BE ABANDONED)

APPROXIMATE LOCATION FEMA FLOOD ZONE A WITH BFE PER PANEL 06007C0506E EFF. 1/6/2011. TO BE FILLED AND ADJUSTED WITH LOMR

CITY OF CHICO WILL OBTAIN 60' ACCESS TO NOTRE DAME BLVD PER EXHIBIT "H" IN SN. 97-10955 (THE EXACT LOCATION TO BE DETERMINED IN THE FUTURE BY CITY OF CHICO PUBLIC WORKS DEPARTMENT) AND AS SHOWN ON 145 M 79-83. ROW DEDICATION FROM SCHOOL TO CITY OF CHICO IS IN PROGRESS, TO BE COMPLETED PRIOR TO FINAL MAP RECORDATION.

ADJUST BOUNDARY WITH GREENWAY NET GREENWAY DEDICATION = 0.55 AC

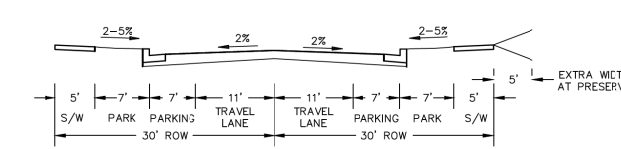
LITTLE CHICO CREEK

002-180-097

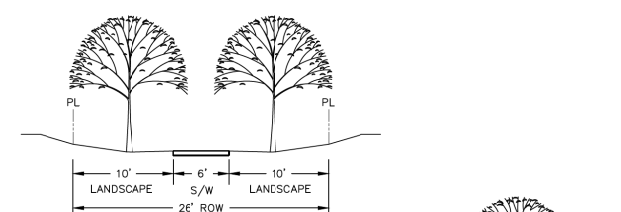
DEEDED TO CITY OF CHICO PER S.N. 97-10958 LITTLE CHICO CREEK GREENWAY WITH EASEMENT OFFER ALONG CREEK CHANNEL TO SACRAMENTO & SAN JOAQUIN DRAINAGE DISTRICT PER 1822 O.R. 115

20' SS EASEMENT PER 2710 O.R. 655

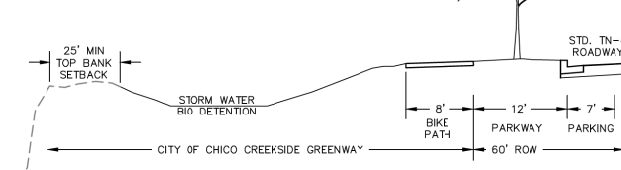
20' SS EASEMENT PER 2710 O.R. 655



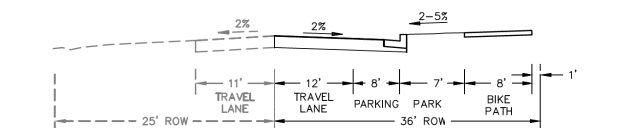
TN-4 (TYPICAL 36' AVENUE) (ERN)



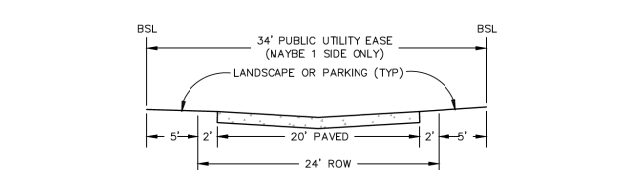
TN-15 (MID-BLOCK PASSAGE)



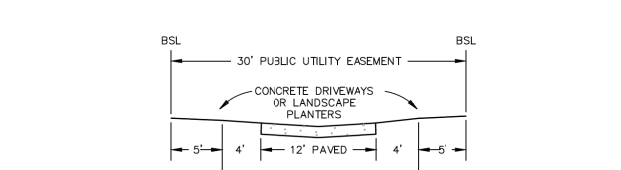
CREEKSIDE GREENWAY @ FRONTAGE ROAD



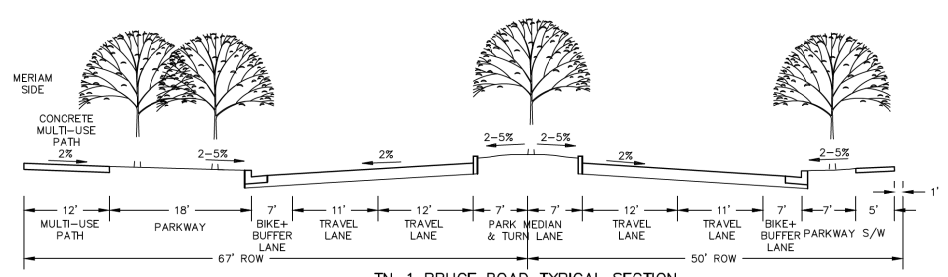
EXISTING HUMBOLDT ROAD @ NEW DEVELOPMENT



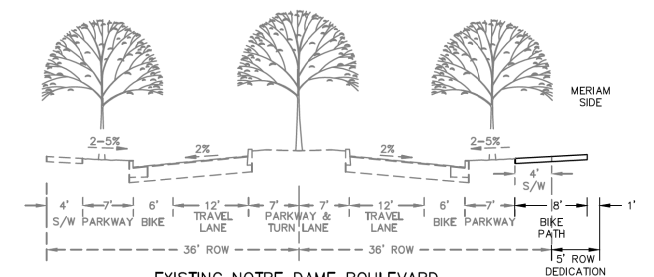
TN-11 (TYPICAL COMMERCIAL ALLEY)



TN-12 (TYPICAL NEIGHBORHOOD ALLEY SECTION)



TN-1 BRUCE ROAD TYPICAL SECTION



EXISTING NOTRE DAME BOULEVARD

LEGEND

- PROPOSED PUBLIC ROW LINE
- PROPOSED LOT LINE
- EXISTING PROPERTY LINE
- OLD ROW LINE
- EXISTING EASEMENT AS NOTED

MERIAM PARK NORTH VESTING TENTATIVE SUBDIVISION MAP (S 20-01) A PUBLIC STREET SUBDIVISION FOR MP NORTHFORK, 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 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926 PHONE: (530) 893-6000 www.northstareng.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.

PAGE 2 OF 7

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.

PAGE 3 OF 7

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

PAGE 4 OF 7

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

PAGE 5 OF 7

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

Page 1 of 5

December 2009



Attachment E

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

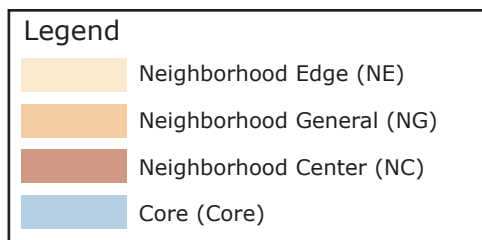
Exhibit "C": Master Plan

Page 2 of 5





TND Designations



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

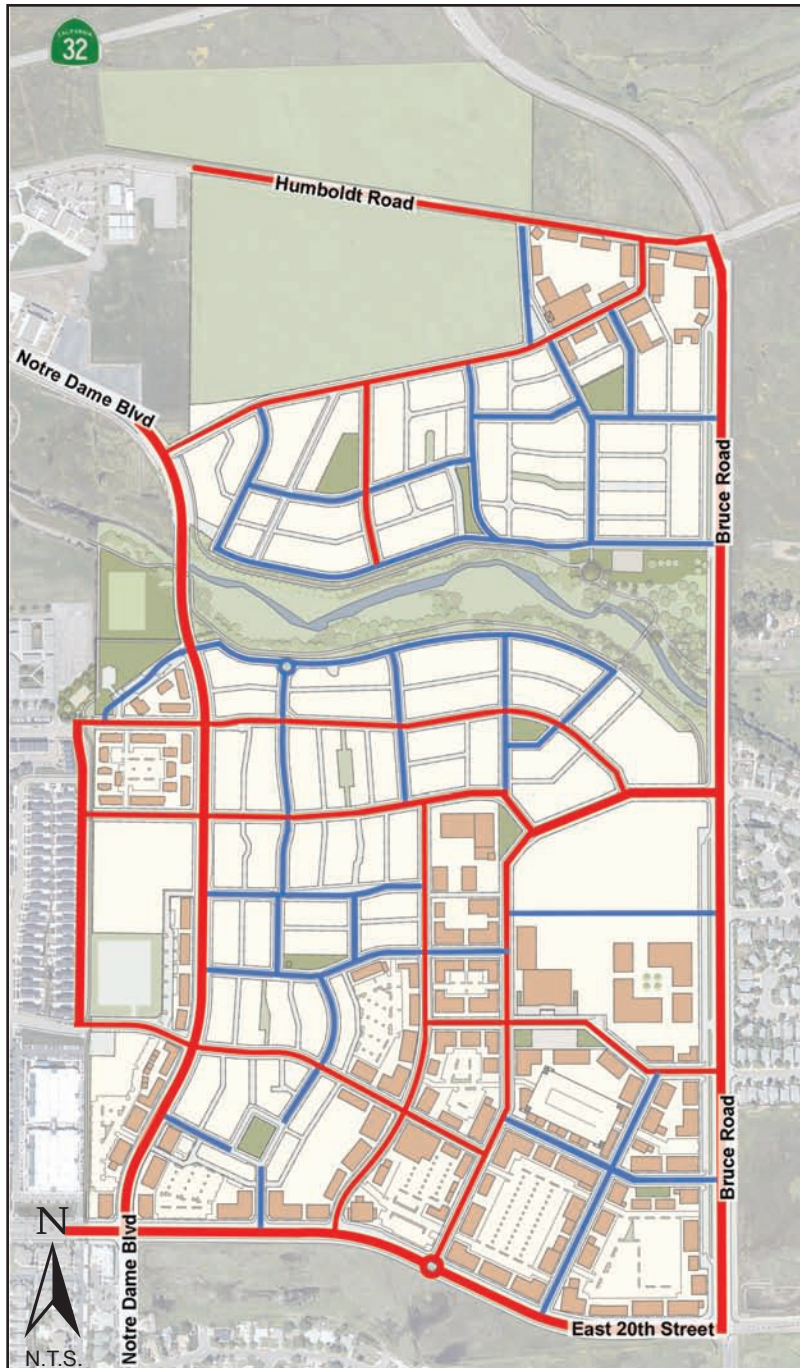
Exhibit "C": Master Plan

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December 2009

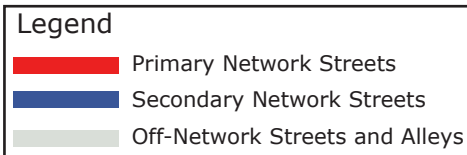


Attachment E



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.



Meriam Park Development Agreement

Exhibit "C": Master Plan

Page 4 of 5





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

Page 5 of 5



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.		

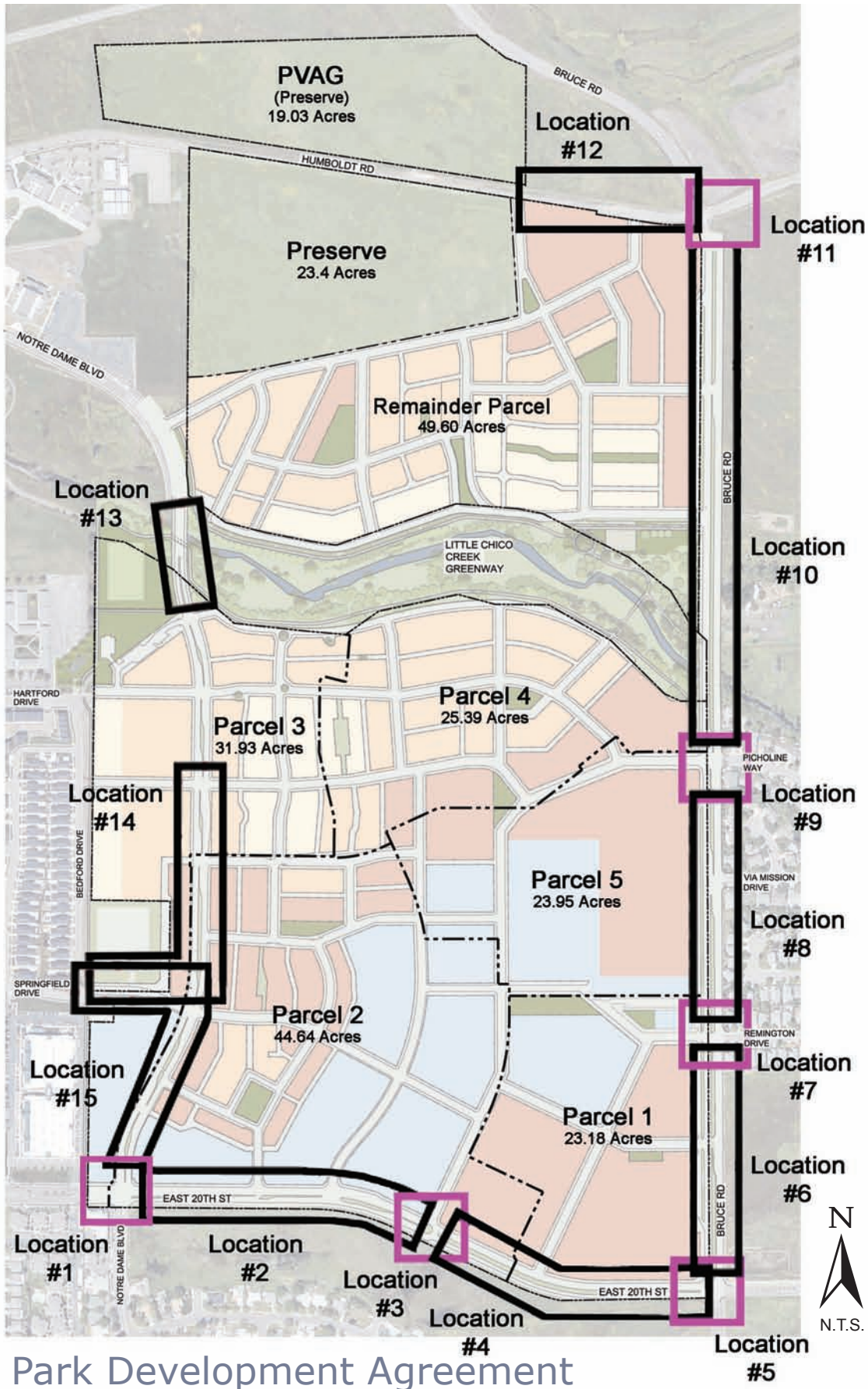
Meriam Park Development Agreement

Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit

Page 1 of 4

June 2014

Attachment E



Meriam Park Development Agreement

Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit
 Page 2 of 4

December 2009

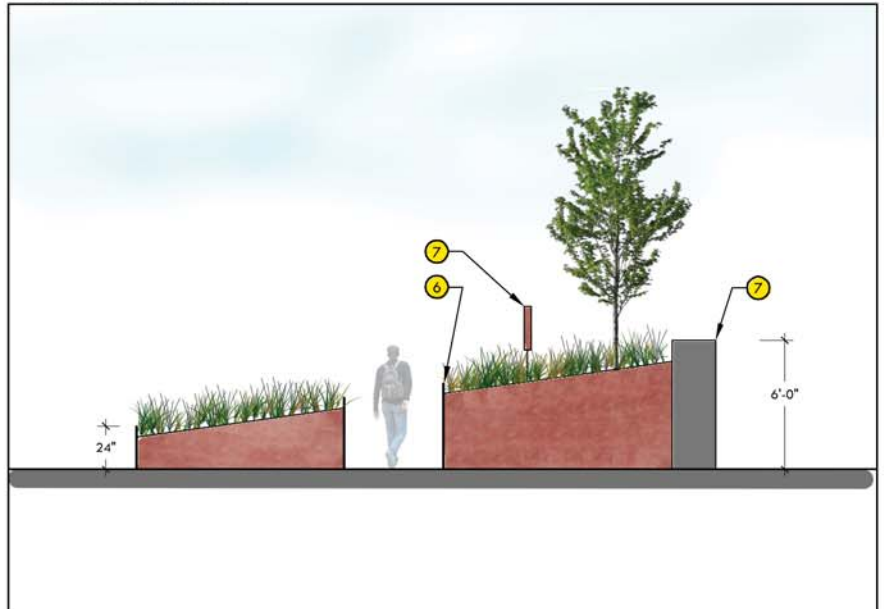


Attachment E

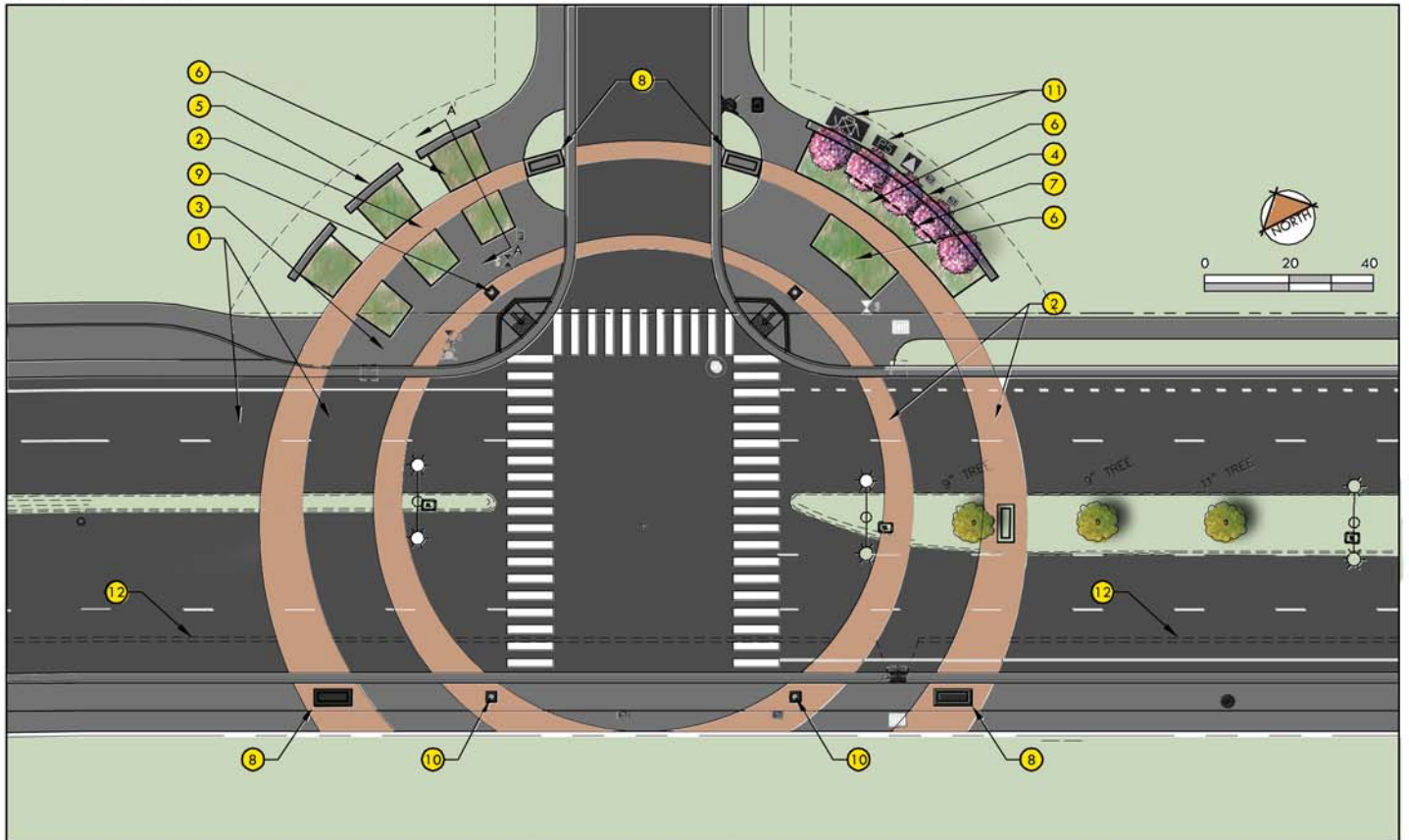
LEGEND

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



06-11-2014 #2134

MERIAM PARK DEVELOPMENT AGREEMENT

Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit

Page 3 of 4

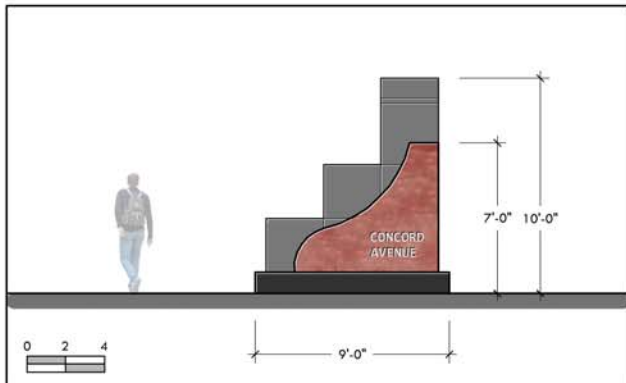
Note: Final design details for the intersection are subject to the review and approval of the Director of Public Works.

Attachment E

ELEVATION VIEW FROM 20TH STREET



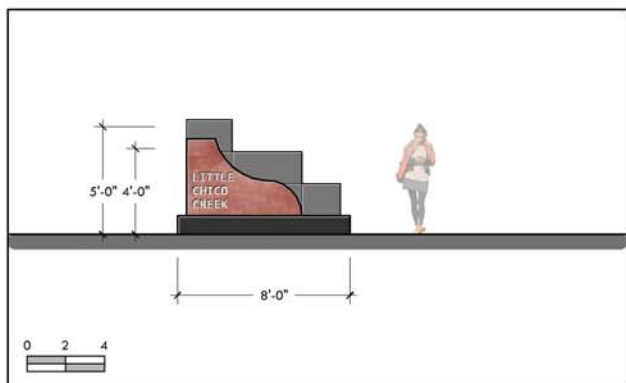
PRIMARY ENTRY MONUMENT ELEVATION



SMOOTH CONCRETE WALL EXAMPLE



SECONDARY ENTRY MONUMENT ELEVATION



CORTEN STEEL WITH STAINLESS OVERLAY EXAMPLE



MERIAM PARK DEVELOPMENT AGREEMENT
Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit





Meriam Park Development Agreement

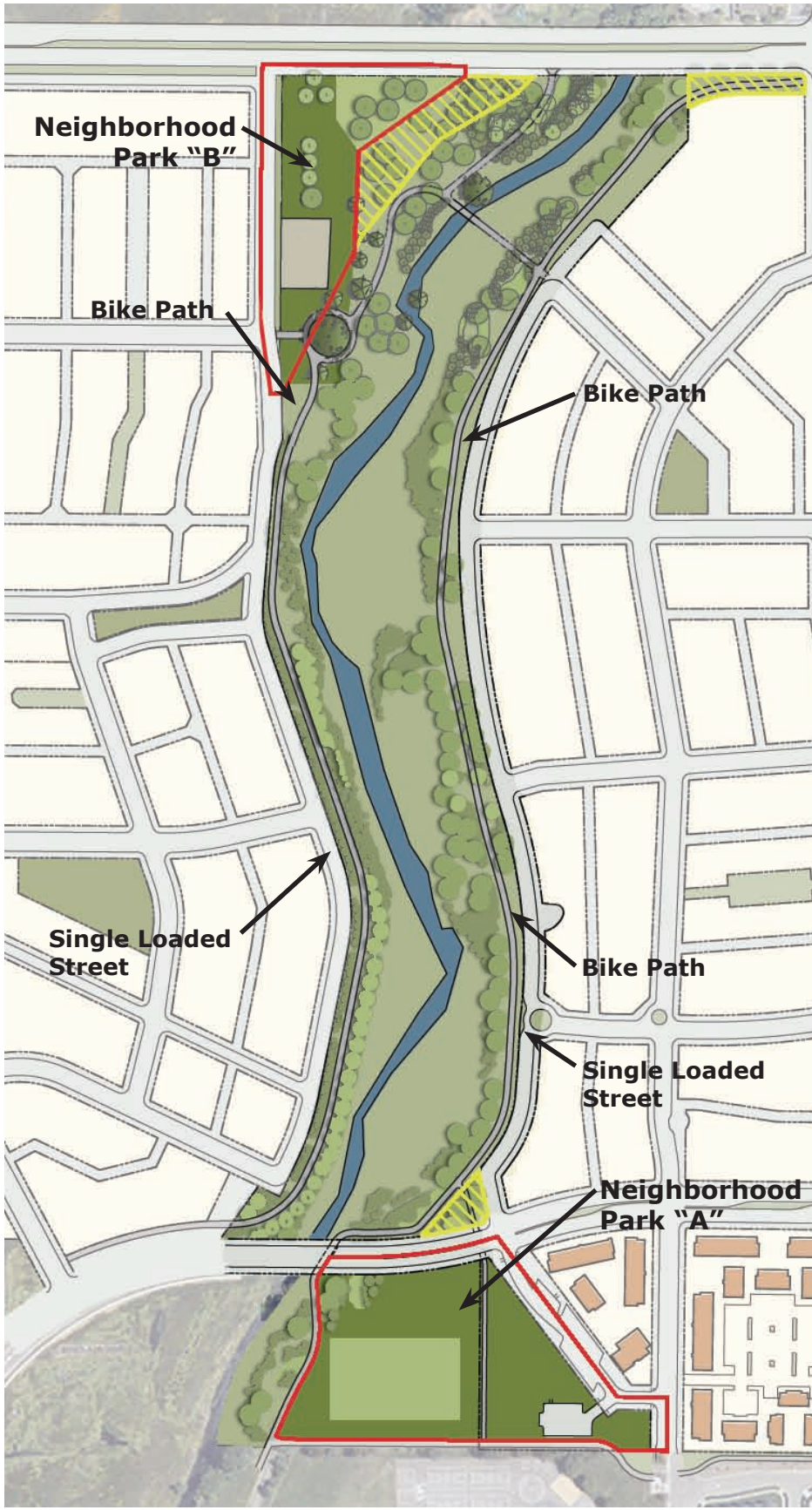
Exhibit "E": Neighborhood Parks Illustrative Exhibit


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December 2009



Attachment E



 = Approximately 1.0 Acres Added to Greenway in Additional Dedication



Meriam Park Development Agreement

Exhibit "E": Neighborhood Parks Illustrative Exhibit
 Page 2 of 2



December 2009

Attachment E

Pursuant to §6103 and §27383
of the California Government
Code, the City of Chico is not
required to pay Butte County
recording fees

97-010955

Rec Fee .00
Check .00

After recording, return to:
CITY MANAGER
CITY OF CHICO
P. O. Box 3420
Chico, CA 95927-3420
#109416-MC

Recorded
Official Records
County of
Butte
Candace J. Grubbs
Recorder
8:00am 27-Mar-97

MVTC MP 63

DEVELOPMENT AGREEMENT

For Property Between Humboldt Road, East 20th Street,
Bruce Road and Notre Dame Extension

(ENLOE HOSPITAL/CITY OF CHICO)

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement") is
made and entered into this 25th day of February, ~~1996~~ 1997,
by and between the CITY OF CHICO, a municipal corporation,
(hereinafter "the City"), and N. T. ENLOE MEMORIAL HOSPITAL,
A California nonprofit corporation, (hereinafter "Landowner"),
pursuant to the authority of Sections 65864 through 65869.5
of the California Government Code and Chapter 19.20 of the
Chico Municipal Code, establishing rules, regulations and
procedures for the consideration of development agreements.

R E C I T A L S

A. Enabling Statute. To strengthen the public planning
process, encourage private participation in comprehensive
planning and 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 de-
veloped, 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. Property Description. Landowner owns a legal or
equitable interest in that certain uninhabited real property
constituting approximately 240 acres, which real property is
bounded by Humboldt Road on the north, Bruce Road on the
east, extends approximately 300± feet westerly of the future
expansion of Notre Dame Boulevard, and is co-terminus with
Skypark Unit #1 on the south. Little Chico Creek bisects
the property east to west. An 11.4 acre parcel adjacent to

Bruce Road and located midway along Landowner's property is a separate parcel owned by Landowner, which is not included in this Development Agreement. The project the subject of this Agreement is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference and shall hereinafter be referred to as "the Property".

C. Development Agreement Goals. The City and Landowner desire to enter into this Agreement relating to the Property in order to facilitate the creation of a physical environment that will conform to and complement the goals of the City, provide efficient traffic circulation and the timely provision of necessary infrastructure, protect adjacent land uses and natural resources from adverse impacts, enhance the certainty of implementation of the City's General Plan, and reduce the economic risks of development to the Landowner and the City.

The City, by entering into this Agreement, will receive the benefit of the construction, dedication, and installation of various public facilities and improvements as required by future development, as well as the establishment of open space and preserve areas. In addition, this Agreement will assist in implementing the General Plan, as amended and approved by the City. It also provides that, in implementing those plans, development will not proceed without the timely provision of public facilities and services required to serve the new development consistent with the Final Environmental Impact Report, certified on May 21, 1996.

D. Project Description. Landowner proposes a General Plan amendment, rezoning, and a vesting tentative parcel map to create four parcels and a remainder on the Property (currently one parcel). A conditional use permit is also proposed for the purpose of developing a health care facility on 40 acres. The remaining land is to be designated for professional office, neighborhood commercial, residential and open space uses. The intent of the proposal is to surround the health care facility with compatible and related professional offices and limited commercial uses, while minimizing the impact on residential neighborhoods.

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

F. Mutual Agreement. It is agreed that Landowner shall have no greater rights than those set forth in the Subdivision Map Act. This Agreement constitutes a current exercise of the City's discretion and police power.

Use of the Property requires major investment by Landowner in public facilities, substantial pre-development investment in onsite and offsite improvements, major dedications of land for public benefit and purposes, and substantial commitment of the resources of Landowner to achieve the public purposes and benefits of the project for the City.

Landowner desires to facilitate implementation of the General Plan and consents to use the Property in a manner consistent with the policies of the General Plan and the conditions placed by the City on the development as well as accommodate the City by providing public improvements as set forth in Section 3 herein, provided that Landowner is assured that no subsequent changes in the General Plan designation or the City's Land Use Zoning Districts Regulations, except in the event of an Initiative or Referendum or other changes outside the powers of the City, shall apply to the Property for the term of this Agreement. This Agreement shall not preclude the City from approving a change in zoning designation requested either by Landowner or by one of Landowner's successors in interest.

The City recognizes and has determined that the granting of such vested rights, as set forth herein, and assurances will assist Landowner in undertaking the development of the project and thereby achieve the public purposes and benefits of the project. But for said commitments on the part of the City and Landowner, the parties would not enter into this Agreement.

NOW, THEREFORE, in further consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1.
GENERAL PROVISIONS

1.1 Property Description and Binding Covenants, The Property is that unimproved real property owned by Landowner described in Exhibit "A" (hereinafter the "Property"). It is intended and determined that the provisions of this Agreement, to the extent permitted by law, 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.

1.2 Interest of Landowner. Landowner 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.

1.3 Development Plan. For purposes of this Agreement, the term "Development Plan" shall refer to this Agreement.

1.4 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 for a period of fifteen (15) years from that date, unless it is terminated, modified, or extended by the circumstances set forth in this Agreement or by the mutual agreement of the parties.

1.5 Termination. This Agreement shall be deemed terminated upon the earlier occurrence of any of the following events:

(a) Expiration of the fifteen (15) year term;

(b) Completion of the project in accordance with the Development Plan and the City's issuance of all required occupancy permits and acceptance of all dedications required under this Agreement;

(c) Entry, after all appeals have been exhausted, of a final judgment or issuance of a final order directed to the City to set aside, withdraw, or abrogate the City's approval of this Agreement; or

(d) The effective date of a party's election to terminate the Agreement, as provided in this Agreement.

1.6 Assignment. Landowner 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. Landowner and any subsequent assignor shall notify the City in writing of any assignment. The notice shall include the name and address of the assignee, and a description of the property acquired. 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 Landowner shall have all of the same rights, benefits and obligations as Landowner under this Agreement.

1.6.1 Subdivided Lots. It is understood and agreed by the parties that the Property may be subdivided after the effective date of this Agreement. One or more of such subdivided parcels may be sold, mortgaged, hypothecated, assigned, or transferred to persons for development by them in accordance with the provisions of this Agreement.

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, 65856.5 and 65868, provided, however, that 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, monetary contributions by Landowner, 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.

SECTION 2. DEVELOPMENT OF THE PROPERTY

2.1 Land Use Entitlements. The permitted land uses, density and intensity of use of the Property, including zoning, shall be those set forth herein at the time of the effective date of this Agreement.

2.1.1 Zoning. Exhibit "B", attached hereto and incorporated herein by this reference, represents the agreed zoning consistent with the General Plan, as amended and approved by the City. Developer shall be entitled to develop each parcel subject to existing zoning to a density consistent with the entire area of the parcel being developed even though portions of the designated area may not be developed or are designated for other uses, but in no event shall lower density be allowed in the balance of the parcels. If in the future there are any changes in zoning, the area rezoned shall not be subject to this Agreement. This Agreement shall be void if the General Plan Amendment and rezoning is not adopted. The zoning shall be as follows:

(a) The PQ zone consists of 40 acres, with access from East 20th Street. There shall be a residential building setback 500 feet from buildings and improvements other than landscaping and driveways in the PQ zone, excepting the westerly boundary line which is adjacent to undeveloped residentially-zoned property which is not owned by the Landowner, and an 800 foot residential setback from the proposed heliport. Said heliport shall not be constructed within 800 feet of any existing residential use.

(b) The 45.6 acres north of Little Chico Creek shall be zoned Medium Density Residential (R-2) and shall be developed at a density not greater than ten (10) units an acre. It is agreed between the parties that as a result of the acquisition by the City of real property located south of 20th Street from Landowner, the above zoned R-2 area shall have an additional thirty-five (35) residential units as a density transfer beyond the allowable density of ten (10) units an acre. Access shall be from Bruce Road at a location to be determined by the Director of Public Works, and the extension of Notre Dame Boulevard. The City shall take all reasonable steps to facilitate access from the extension of Notre Dame Boulevard. There shall also exist a Planned Development Zoning District Overlay for a distance of three hundred (300) feet from the top of bank of Little Chico Creek for the R-2 Zone to allow the City to review specific development in this area through the conditional use permit process. There will also be a Planned Development Zoning District Overlay for the R-P zone south of the top of bank of Little Chico Creek for a distance of three hundred (300) feet from the top of bank adjacent to the R-P zone. In order to implement this Agreement, Landowner, through its engineer, and the City's Department of Public Works have done a schematic design of the secondary streets in the R-2 zone, a copy of which is attached hereto as Exhibit "H", and incorporated herein by this reference.

(c) The 75 acres of Residential-Professional Business (R-P) shown on Exhibit "B" shall be subject to single story limitation to the west of the PQ zone or any portion of the Notre Dame Boulevard Extension.

(d) There shall be three (3) acres of Neighborhood Commercial (N-C) located at the northeast corner of the extension of Notre Dame Boulevard and Via Mission.

(e) There shall be 4.2 acres of High Density Residential (R-3) located at the northwest corner of the intersections of Hartford Drive and Notre Dame Boulevard.

(f) There shall be approximately 59 acres of Open Space (OS-1).

2.2 Dedication Requirements.

(a) Concurrently with the execution of this Development Agreement, Landowner will dedicate in fee to City a 100 foot strip of land on both sides of Little Chico Creek, measured from the top of bank, as well as the creek bed itself, as more fully set forth in Exhibit "C" attached hereto. A total of 25 feet of the 100 feet will be dedicated as a riparian habitat in accordance with the provisions of

the City's subdivision regulations. The remaining 75 feet will be dedicated as and for a linear park and Landowner will receive park fee credits for that 75 feet in accordance with the provisions of the City's subdivision regulations and park fee regulations. The exact location of the boundary is shown on Exhibit "C", attached hereto and incorporated herein by this reference.

The City agrees to provide adequate and mutually acceptable fencing or other suitable enclosure for such area at such time as improvements, such as bicycle paths, are placed on the property. It is understood that such fencing is only necessary if a bicycle, pedestrian path or other public use improvement is constructed prior to the development or improvement of the adjacent lands.

Landowner shall retain the right to use Little Chico Creek for drainage consistent with the City's design criteria for drainage, which shall include Best Management practices for the quality and quantity of storm water run off. There shall be no net increase in peak flow. All mitigation measures set forth in Exhibit "F" of this Agreement, attached hereto and incorporated herein by this reference, shall apply.

(b) Concurrently with the execution of this Development Agreement, Landowner will dedicate to the City a conservation easement which incorporates the Butte County Meadowfoam population and surrounding watershed and buffer (1988 study by Jokerst) and the mitigation measures in the attached Exhibit "F". The conservation easement described in Exhibit "G" attached hereto and incorporated herein by this reference, may be dedicated to a non-profit organization approved by the City. Landowner shall preserve the conservation easement for mitigation banking for the potential loss of seasonal wetlands on the remainder of the site. If the conservation easement is dedicated to the City, the City will form a maintenance district for that purpose. Landowner agrees to waive its right to legally protest the formation of the maintenance district. Landowner does not waive its right to comment or appear at public hearings concerning the size, boundaries, and assessments of such district.

(c) Concurrently with the execution of this Development Agreement, Landowner will dedicate a right-of-way which includes the rock walls currently constructed along the east side of Landowner's property and will execute a separate recorded covenant agreeing to waive any right to protest a maintenance district formed for the purpose of preserving and maintaining such rock walls. It is recognized that there may be additional dedications and/or requirements consistent with City standards incident to a particular development project. Landowner agrees to waive

its right to legally protest the formation of the maintenance district. Landowner does not waive its right to comment or appear at public hearings concerning the size, boundaries, and assessments of such district.

(d) Concurrently with the execution of this Development Agreement, Landowner will deed in fee to the City the area south of 20th Street and east of Notre Dame Boulevard, consisting of approximately ten (10) acres, and the City shall pay to Landowner the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) for said real property. The City intends to develop five (5) acres of this parcel as a park. Landowner may utilize the remaining five (5) acres of said parcel as part of the mitigation plan approved by the City. The property to be transferred herein is more particularly described on Exhibit "D" attached hereto and incorporated herein by this reference.

(e) Concurrently with the execution of this Development Agreement, Landowner will cause to be dedicated to the City a bicycle path easement on the adjacent nineteen and one-half (19½) feet on the westerly boundary of Landowner's property. In addition, Landowner will cause a twenty (20) foot bicycle path easement to be dedicated parallel to 20th Street to connect to the above mentioned bicycle path. The property to be transferred herein is more particularly described on Exhibit "E" attached hereto and incorporated herein by this reference.

(f) Landowner and City shall continue the Mitigation Implementation Plan, as set forth in the Final Environmental Impact Report certified on May 21, 1996, in the remaining areas of the Open Space zone not specifically dedicated in fee to the City.

(g) Landowner and the City mutually agree that all properties transferred by Landowner to the City shall be free of all liens and encumbrances. Landowner and the City further agree that the benefits and obligations of the sewer assessment bonds shall be removed from the properties transferred by Landowner to the City. All benefits and obligations of such sewer bonds shall be transferred to the remaining parcel of Landowner. Landowner and the City agree to mutually cooperate in order to complete said transfers.

2.3 Mitigation. Nothing contained in this Agreement is intended to derogate the obligation of Landowner relating to various environmental mitigations approved by the City, as more fully set forth on Exhibit "F" attached hereto and incorporated herein by this reference.

2.4 Applicable Rules, Regulations and Official Policies. Development of the Property, including, but not limited to the size and height of proposed buildings, the permitted uses of the Property, the density or intensity of use, the provisions for reservation and/or dedication of land, and the timing or rate of development, shall be subject to such rules, regulations, ordinances, and official policies in force at the time of execution of this Agreement.

This section shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit discretion of the City, or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by the City, or any of its officers or officials, provided that subsequent discretionary actions shall not prevent development of the Property for the uses, and to the density and intensity of development as provided by this Agreement.

2.4.1 Application of Subsequently Enacted or Modified Rules, Regulations and Ordinances. Subsequently enacted rules, regulations, ordinances, laws and official policies adopted or modified after the date of this Agreement, shall apply provided:

(a) They are applied uniformly to all similar properties or developments in the City;

(b) They do not prevent development of the Property for the uses and to the density, intensity, timing or rate of development within this Agreement consistent with current zoning;

(c) They are not in conflict with matters which are specifically addressed in this Agreement and are consistent with the goals and policies of this Agreement; and

(d) The City and Landowner shall be subject to any Health and Safety requirements which change, and Landowner shall not have any greater rights than those contained in the Subdivision Map Act.

2.5 Processing Fees and Charges. Landowner 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 in (i) processing applications and requests for permits, approvals and other actions, and (ii) monitoring compliance with any permits issued or approvals granted or the performance of

any conditions with respect thereto or any performance required of Landowner hereunder, and (iii) current development impact fees.

2.6 Timing of Development. This Agreement contains no requirement that Landowner must initiate or complete development of any phase of the development of the Property, or any portion thereof, within any period of time set by the City. It is the intention of this provision that Landowner be able to develop the Property in accordance with Landowner's own time schedule.

2.7 Phasing of Development. The parties agree that the Property will be developed in phases to provide for a logical sequence of construction and development financing, as well as to provide the delivery of developable lots in a realistic time frame.

SECTION 3. LANDOWNER OBLIGATIONS

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

3.2 Dedication. In addition to the dedication of open space greenways and the conservation easement areas set forth above, Landowner agrees to dedicate to the City the extension of Notre Dame Boulevard and the portion of Hartford Drive and Springfield Drive contained in Landowner's property at such time as the City is prepared to construct said streets. Landowner shall make the above dedication within thirty (30) days after written notice by the City of its intent to construct said improvements. In the event that the City does not put in said streets, it will be the responsibility of a third party developer or Landowner upon further development to construct and/or install said streets.

3.3 Acceptance of Dedication. In the event the City fails to accept dedication of any of the open space lands described in this subsection, Landowner may, at its discretion, retain said lands in private ownership for future development in compliance with all environmental mitigations. Landowner, or its successors in interest, shall maintain an open dedication of the properties mentioned in this Agreement in the event the City fails to accept the dedications.

3.4 Reversion Clause. If the City, in its discretion, determines that the conservation easement (Exhibit "G" attached hereto and incorporated herein by this reference), as set forth in the Environmental Impact Report approved May 21, 1996 and dedicated herein, is no longer

needed as a conservation easement, such easement shall be reconveyed to Landowner, or its successors in interest.

3.5 Maintenance and Control. Prior to the actual dedication of the park and open space lands, the land shall remain under the control of Landowner as private property. Upon dedication, the property shall be controlled and maintained by the City, or a designated nonprofit corporation, pursuant to Section 2.2(b) of this Agreement.

3.6 Compliance with Conditions of Project Approval. Landowner shall, in consideration of the City's commitments set forth below, comply with all of those specific conditions of project approval in the development of the Property.

3.7 Additional Dedication. Both parties agree and understand that other dedications and improvements may be required upon current or further development approval or entitlements.

SECTION 4. CITY OBLIGATIONS

4.1 Vested Rights. By entering into this Agreement, the City hereby grants to Landowner a vested right to proceed with the development of the Property in accordance with the terms and conditions of this Agreement. Landowner's vested right to proceed with the project shall be subject to any subsequent discretionary approvals required in order to complete the project, provided that any conditions, terms, restrictions and requirements for such subsequent discretionary approvals shall not prevent development of the land for the uses and to the density or intensity of development set forth in this Agreement and provided Landowner is not in default under this Agreement.

4.2 Cooperation. In the event State or federal laws or regulations enacted after the effective date of this Agreement, or formal action of any 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 shall be modified, extended or suspended only to the minimum extent necessary to comply with such State or federal laws or the regulations of other governmental jurisdictions other than the City. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

4.3 Bruce Road Development. It is mutually agreed between the parties that at such time as the northern 45.6 acres are developed, a signalized intersection shall be

developed at the intersection of Bruce Road and an internal project street. The parties mutually agree to comply with the transportation fee impact ordinance in reimbursing the developer for this intersection signal.

SECTION 5.
ANNUAL REVIEW

5.1 Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review and make findings specifically as to the extent of good faith compliance by Landowner 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.

Upon not less than thirty (30) days written notice by the City Manager, or his or her designee, Landowner 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 Landowner 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. Landowner 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 said Commission. If the City determines, based on substantial evidence, that Landowner is in default following completion of the normal scheduled periodic review, written notice of proposed termination or modification of this Agreement shall be given, pursuant to applicable laws and regulations, specifying in said notice the alleged nature of the default, and suggested or potential actions and timing to cure said default where appropriate. Landowner 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, ENFORCEMENT, AND REMEDIES

6.1 Default. Failure or delay by either party to perform any term or provision of this Agreement shall constitute a default provided, however, the default by any successor-in-interest of Landowner to whom Landowner has assigned development rights pursuant to Section 1.6, shall not be considered a default by Landowner or by any other successor-in-interest of Landowner other than a defaulting Landowner. It is the intent herein that individual defaulting successors-in-interest to Landowner may have their rights under this Agreement terminated for failure to comply with their obligations under this Agreement. If the default is not unique to a particular parcel, but is clearly a default of the underlying obligations for the entire property, the City has the right to institute proceedings, pursuant to this Section, against all owners of record to terminate this Agreement. It is acknowledged, however, that such a default by one successor may impact the ability of Landowner, or other successors-in-interest, to proceed with development.

In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than ninety (90) days notice, in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such ninety (90) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. If either party determines that the other party is in default following completion of the normal scheduled periodic review, written notice of proposed termination or modification and timing to cure said default shall be governed by the provisions of Section 5.1.

After notice and expiration of the ninety (90) day period, the party alleging default, at its option, may institute legal proceedings pursuant to this Agreement, or give notice of intent to terminate or modify this Agreement pursuant to California Government Code Section 65868 or may pursue such other administrative remedies as may be appropriate. Following notice of intent to terminate, the matter shall be scheduled for a hearing before the City Council to consider and review the matter within ninety (90) calendar days. Following consideration of the evidence presented in the review, if no resolution of the matter is reached, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

6.2 Cumulative Remedies. 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.

6.3 No Joint Venture or Partnership. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between the City and Landowner, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

6.4 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate with each other in good faith to defend said action and the validity of each provision of this Agreement; however, it is understood that both parties will independently evaluate the merits of any such action. Except as set forth in this Agreement, each party shall be liable for its own legal expenses and costs.

SECTION 7. MISCELLANEOUS PROVISIONS

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

7.2 Cancellation or Modification. Any party may propose cancellation or modification of this Agreement, but said cancellation shall require the consent of all parties.

7.3 Consent. Where the consent or approval of a party is required in or necessary under this Agreement, such consent or approval shall not be unreasonably withheld.

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.

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.

7.6 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, 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.

7.7 Entire Agreement. This Agreement, together with the exhibits, constitute the entire agreement between the parties with respect to the subject matter of this Agreement.

7.8 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.

7.9 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 the right of faction based upon any provision in this Agreement.

7.10 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 or 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.

7.11 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 Landowner, or Landowner'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
 411 Main Street
 Chico, CA 95927

Notice to Landowner: N. T. Enloe Memorial Hospital
 West 5th and Esplanade
 Chico, CA 95926

7.12 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 the City, which execution will take place no sooner than the effective date of the ordinance approving this Agreement.

7.13 Exhibits. This Agreement, and the exhibits attached hereto, constitute the entire agreement between the parties. Said exhibits are identified as follows:

Exhibit "A"	Property Description
Exhibit "B"	Zoning Map
Exhibit "C"	Metes and Bounds Description of Creekside Greenways


Exhibit "D"	20th Street Acquisition
Exhibit "E"	Bicycle Path Descriptions
Exhibit "F"	Enloe Property General Plan Amendment, Rezone, Parcel Map and Conditional Use Permit Mitigation Monitoring and Implementation Program
Exhibit "G"	Conservation Easement
Exhibit "H"	Schematic Design of Secondary Streets in the R-2 Zone

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

LANDOWNER:

N. T. ENLOE MEMORIAL HOSPITAL,
A California Nonprofit
Corporation

By



PHILIP R. WOLFE
CHIEF EXECUTIVE OFFICER *

CITY:

CITY OF CHICO, A Municipal
Corporation

By



TRISH DUNLAP
Assistant City Manager *

Authorized Pursuant to CITY
OF CHICO CITY COUNCIL
ORDINANCE NO. 2117
ADOPTED OCTOBER 1, 1996

APPROVED AS TO FORM:



By: ROBERT G. BOEHM, City Attorney

*Signatures to be acknowledged

**N.T. ENLOE MEMORIAL HOSPITAL DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION**

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

**THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 30, LYING
SOUTHERLY OF THE HUMBOLDT COUNTY ROAD; THE SOUTHEAST QUARTER
OF SECTION 30, ALL IN TOWNSHIP 22 NORTH, RANGE 2 EAST, M.D.B. & M.**

**EXCEPTING THEREFROM A PARCEL OF LAND IN THE NORTHEAST QUARTER
OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, M.D.B. & M., MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE NORTH AND SOUTH CENTERLINE
OF THE SAID SECTION 30 WITH THE SOUTHERLY LINE OF THE HUMBOLDT
ROAD; THENCE SOUTH ALONG THE SAID CENTERLINE, A DISTANCE OF 1,700
FEET TO A POINT 619 FEET NORTH OF THE CENTER OF SAID SECTION 30;
THENCE SOUTH 81°48' EAST 387.3 FEET; THENCE NORTH 1,700 FEET TO THE
SOUTHERLY LINE OF THE SAID HUMBOLDT ROAD, SAID LINE BEING 15 FEET
NORTH OF A FENCE PARALLEL TO AND 15 FEET SOUTHERLY FROM THE SAID
ROAD LINE; THENCE NORTH 81°48' WEST ALONG SAID ROAD LINE, 387.3 FEET
TO THE POINT OF BEGINNING.**

**ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF
LAND:**

**A PORTION OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, M.D.B. &
M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**FROM THE SOUTHEAST CORNER OF SAID SECTION 30 RUN NORTH 1,909.3
FEET ALONG THE EAST LINE OF SECTION 30, WHICH IS THE CENTERLINE OF
THAT COUNTY ROAD KNOWN AS BRUCE ROAD; THENCE WEST 20.0 FEET TO
AN IRON PIPE ON THE WEST SIDE OF THE AFOREMENTIONED ROAD, WHICH
IS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 600
FEET ALONG THE WEST LINE OF SAID ROAD TO AN IRON PIPE ON THE
SOUTH BANK OF LITTLE CHICO CREEK; THENCE WEST 850.0 FEET; THENCE
SOUTH 600 FEET; THENCE EAST 850 FEET TO THE POINT OF BEGINNING.**

**ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF, LYING WITHIN
THE EXTERIOR LIMITS OF THAT CERTAIN MAP ENTITLED, "SKYWAY PARK
UNIT #1", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF
THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JUNE 3, 1965, IN BOOK 34
OF MAPS, AT PAGES 1, 2, 3, 4, 5, AND 6.**

ALSO EXCEPTING THEREFROM A PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 124, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SKYWAY PARK UNIT NO. 1", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JUNE 3, 1965, IN BOOK 34 OF MAPS, AT PAGES(S) 1, 2, 3, 4, 5, AND 6; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A BEGINNING RADIUS BEARING NORTH 83°06'39" EAST 858 FEET, THROUGH A CENTRAL ANGLE OF 5°21'00" AN ARC DISTANCE OF 80.12 FEET; THENCE NORTH 83°06'39" EAST 75.49 FEET; THENCE SOUTH 6°53'21" EAST 80.00 FEET TO THE NORTHEAST CORNER OF LOT 124; THENCE ALONG THE NORTH LINE OF LOT 124 SOUTH 83°06'39" WEST 79.23 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION AS DESCRIBED IN THE DEED FROM N.T. ENLOE MEMORIAL HOSPITAL, TO THE CITY OF CHICO, RECORDED ON FEBRUARY 20, 1987, UNDER BUTTE COUNTY RECORDER'S SERIAL NO. 87-6758.

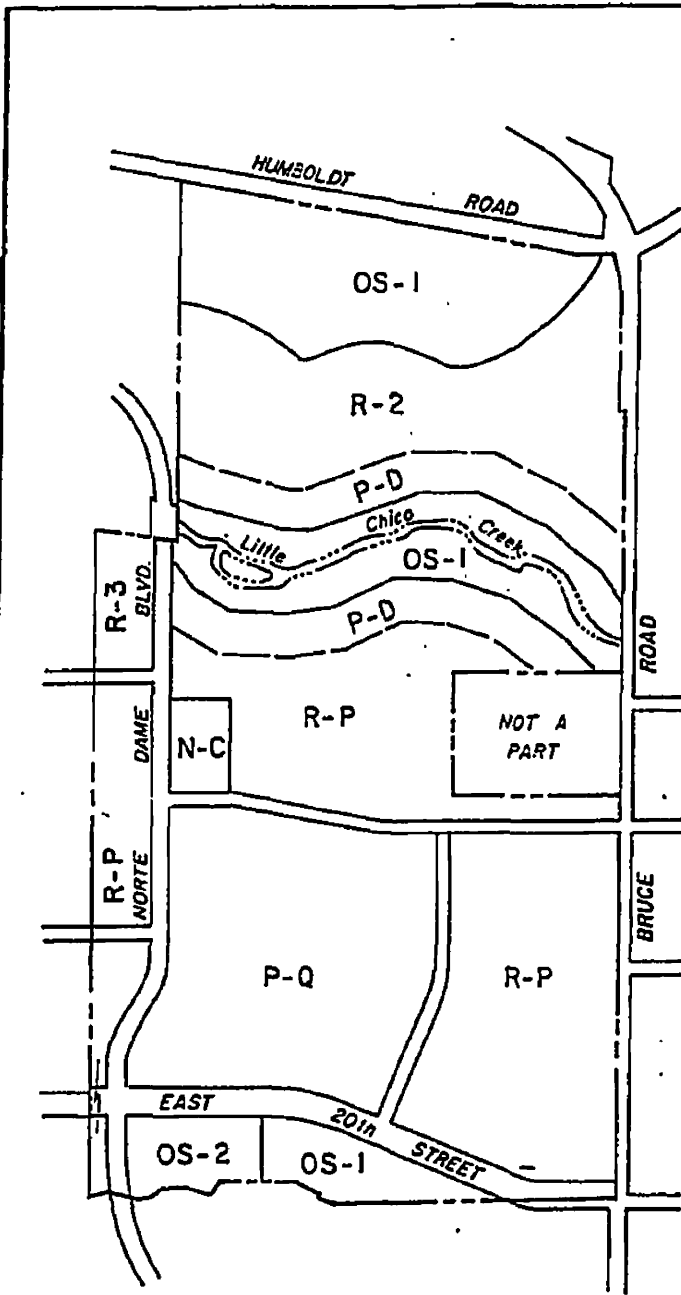
CONTAINING 242.5 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY INCLUDES ASSESSOR'S PARCEL NUMBERS 002-018-081 AND 002-022-002.

BY: North Star Engineering

CHECKED: TS

APPROVED: Tom Alexander



LAND USE

Zoning

- OS-1 Primary Open Space District
GEN. PLAN: Open Space for Environmental Conser. / Safety
AREA: 59 Ac
- OS-2 Secondary Open Space District
GEN. PLAN: Parks and Creekside Greenways.
AREA: 5 Ac
- N-C Neighborhood Commercial
GEN. PLAN: Neighborhood Com.
AREA: 3 Ac
- R-2 Medium Density Residential Dist.
GEN. PLAN: Medium Density
AREA: 46 Ac
- R-3 High Density Residential Dist.
GEN. PLAN: High Density
AREA: 4 Ac
- R-P Residential, Professional Office
GEN. PLAN: Office - Residential
AREA: 83 Ac
- P-Q Public or Quasi Public
GEN. PLAN: Public Facilities and Services
AREA: 40 Ac

TOTAL AREA = 240 Ac (approx.)

CITY OF CHICO

DEPARTMENT OF PUBLIC WORKS

DRAWN BY NS. E. DATE OCT. 1996
CHECKED TA SCALE 1" = 800'

APPROVED Tom Alexander
ASST. DIPECTOR OF PUBLIC WORKS

ZONING MAP

(N.T. ENLOE MEMORIAL HOSPITAL)

Exhibit
"B"

SHEET 1 OF 1

**CREEKSIDE GREENWAY
DESCRIPTION OF LINEAR PARK**

All that certain real property situate in the City of Chico, County of Butte, State of California described as follows:

Being a portion of Section 30, Township 22 North, Range 2 East, Mount Diablo Meridian more particularly described as follows:

COMMENCING at the southeast corner of said Section 30 as said corner is shown on that certain map filed for record in Map Book 126 at Page 19 in the Butte County Recorder's office;

THENCE North $00^{\circ}14'45''$ West, 2509.30 feet along the easterly line of said Section 30, said line also being the centerline of Bruce Road, and the Basis of Bearings for this description;

THENCE South $89^{\circ}45'15''$ West, 20.00 feet to the westerly line of said Bruce Road and the TRUE POINT OF BEGINNING of the herein described parcel;

THENCE South $89^{\circ}45'15''$ West, 109.16 feet;

THENCE North $66^{\circ}01'21''$ West, 74.29 feet;

THENCE North $45^{\circ}14'37''$ West, 319.09 feet;

THENCE North $60^{\circ}13'17''$ West, 303.03 feet;

THENCE North $89^{\circ}29'00''$ West, 225.20 feet;

THENCE North $75^{\circ}06'17''$ West, 160.78 feet;

THENCE South $78^{\circ}07'08''$ West, 341.87 feet;

THENCE South $55^{\circ}00'39''$ West, 171.16 feet;

THENCE North $84^{\circ}55'21''$ West, 190.63 feet;

THENCE North $83^{\circ}40'29''$ West, 280.04 feet;

THENCE North $49^{\circ}44'05''$ West, 139.19 feet;

THENCE North $47^{\circ}57'25''$ West, 205.91 feet;

THENCE North 60°37'33" West, 231.94 feet to the southerly line of Parcel 2 as said Parcel is shown on that certain map filed for record in Map Book 119, at page 86 in the Butte County Recorder's office;

THENCE South 81°06'22" East, 261.48 feet along said southerly line and the southerly line of Parcel "A" as shown on said Map to the southeasterly corner thereof;

THENCE North 00°27'47" East, 241.79 feet along the easterly line of said Parcel "A" and Parcel 1 as said Parcels are shown on said map;

THENCE South 54°09'05" East, 203.29 feet;

THENCE South 75°50'25" East, 172.41 feet;

THENCE South 78°49'24" East, 192.99 feet;

THENCE South 81°41'26" East, 110.04 feet;

THENCE North 70°52'17" East, 370.36 feet;

THENCE North 71°17'26" East, 164.12 feet;

THENCE South 85°21'39" East, 262.13 feet;

THENCE South 78°58'05" East, 105.84 feet;

THENCE South 63°05'52" East, 407.05 feet;

THENCE South 51°19'43" East, 223.53 feet;

THENCE South 30°37'21" East, 171.31 feet;

THENCE South 45°49'02" East, 90.12 feet to the westerly line of said Bruce Road;

THENCE South 00°14'45" East, 254.37 feet along said westerly line to the true point of beginning.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL;

COMMENCING at the Southeast corner of said Section 30 as said corner is shown on that certain map filed for record in Map Book 126 at page 19 in the Butte County Recorder's office;

THENCE North 00°14'45" West, 2542.80 feet along the easterly line of said Section 30, said line also being the centerline of Bruce Road;

THENCE South 89°45'15" West, 20.00 feet to the westerly line of said Bruce Road and the TRUE POINT OF BEGINNING of the herein described parcel;

THENCE North 66°08'34" West, 141.35 feet;

THENCE North 37°50'58" West, 389.83 feet;

THENCE North 74°11'52" West, 279.18 feet;

THENCE North 60°01'34" West, 301.40 feet;

THENCE South 74°17'26" West, 185.14 feet;

THENCE South 75°50'37" West, 344.70 feet;

THENCE South 69°16'46" West, 332.24 feet;

THENCE North 83°40'29" West, 238.36 feet;

THENCE North 48°40'26" West, 329.36 feet;

THENCE North 60°13'54" West, 38.16 feet to the southerly line of Parcel "A" as said Parcel is shown on that certain map filed for record in Map Book 119 at page 86 in the Butte County Recorder's office;

THENCE South 81°06'22" East, 46.33 feet along said southerly line to the southeasterly corner thereof;

THENCE North 00°27'47" East, 149.79 feet along the easterly line of said Parcel "A";

THENCE South 54°09'05" East, 164.38 feet;

THENCE South 75°50'25" East, 188.72 feet;

THENCE South 78°49'25" East, 196.82 feet;

THENCE South 81°41'25" East, 130.23 feet;

THENCE North 70°52'17" East, 383.08 feet;

THENCE North 79°23'31" East, 200.54 feet;

EXHIBIT "C"

L:\CAPPROJ\SI\008911\DEVELOP\CREEKSID.DSC 12/30/96

PAGE 3 OF 8

Attachment F

THENCE South 82°46'37" East, 224.11 feet;

THENCE South 66°48'14" East, 441.66 feet;

THENCE South 51°19'42" East, 199.64 feet;

THENCE South 30°37'22" East, 167.61 feet;

THENCE South 45°49'01" East, 173.64 feet to the westerly line of Bruce Road;

THENCE South 00°14'45" East, 115.84 feet along said westerly line to the true point of beginning.

Containing 11.01 acres more or less.

BY: JH/NS.E.

CHECKED: TS

APPROVED: Tom Alexander

DATE: 12/30/96

CREEKSIDE GREENWAY

**DESCRIPTION OF
RIPARIAN HABITAT**

All that certain real property situate in the City of Chico, County of Butte, State of California described as follows:

Being a portion of Section 30, Township 22 North, Range 2 East, Mount Diablo Meridian more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 30 as said corner is shown on that certain map filed for record in Map Book 126 at page 19 in the Butte County Recorder's office;

THENCE North $00^{\circ}14'45''$ West, 2542.80 feet along the easterly line of said Section 30, said line also being the centerline of Bruce Road;

THENCE South $89^{\circ}45'15''$ West, 20.00 feet to the westerly line of said Bruce Road and the TRUE POINT OF BEGINNING of the herein described parcel;

THENCE North $66^{\circ}08'34''$ West, 141.35 feet;

THENCE North $37^{\circ}50'58''$ West, 389.83 feet;

THENCE North $74^{\circ}11'52''$ West, 279.18 feet;

THENCE North $60^{\circ}01'34''$ West, 301.40 feet;

THENCE South $74^{\circ}17'26''$ West, 185.14 feet;

THENCE South $75^{\circ}50'37''$ West, 344.70 feet;

THENCE South $69^{\circ}16'46''$ West, 332.24 feet;

THENCE North $83^{\circ}40'29''$ West, 238.36 feet;

THENCE North $48^{\circ}40'26''$ West, 329.36 feet;

THENCE North $60^{\circ}13'54''$ West, 38.16 feet to the southerly line of Parcel "A" as said Parcel is shown on that certain map filed for record in Map Book 119 at page 86 in the Butte County Recorder's office;

THENCE South $81^{\circ}06'22''$ East, 46.33 feet along said southerly line to the southeasterly corner thereof;

THENCE North 00°27'47" East, 149.79 feet along the easterly line of said Parcel "A";

THENCE South 54°09'05" East, 164.38 feet;

THENCE South 75°50'25" East, 188.72 feet;

THENCE South 78°49'25" East, 196.82 feet;

THENCE South 81°41'25" East, 130.23 feet;

THENCE North 70°52'17" East, 383.08 feet;

THENCE North 79°23'31" East, 200.54 feet;

THENCE South 82°46'37" East, 224.11 feet;

THENCE South 66°48'14" East, 441.66 feet;

THENCE South 51°19'42" East, 199.64 feet;

THENCE South 30°37'22" East, 167.61 feet;

THENCE South 45°49'01" East, 173.64 feet to the westerly line of Bruce Road;

THENCE South 00°14'45" East, 115.84 feet along said westerly line to the true point of beginning.

The basis of Bearings for this description is the easterly line of said Section 30. Bearing of said line being North 00°14'45" West per said Map Book 126 at page 19.

Containing 8.69 acres more or less.

BY: JH/NS.E.

CHECKED: TJ

APPROVED: Tom Alexander

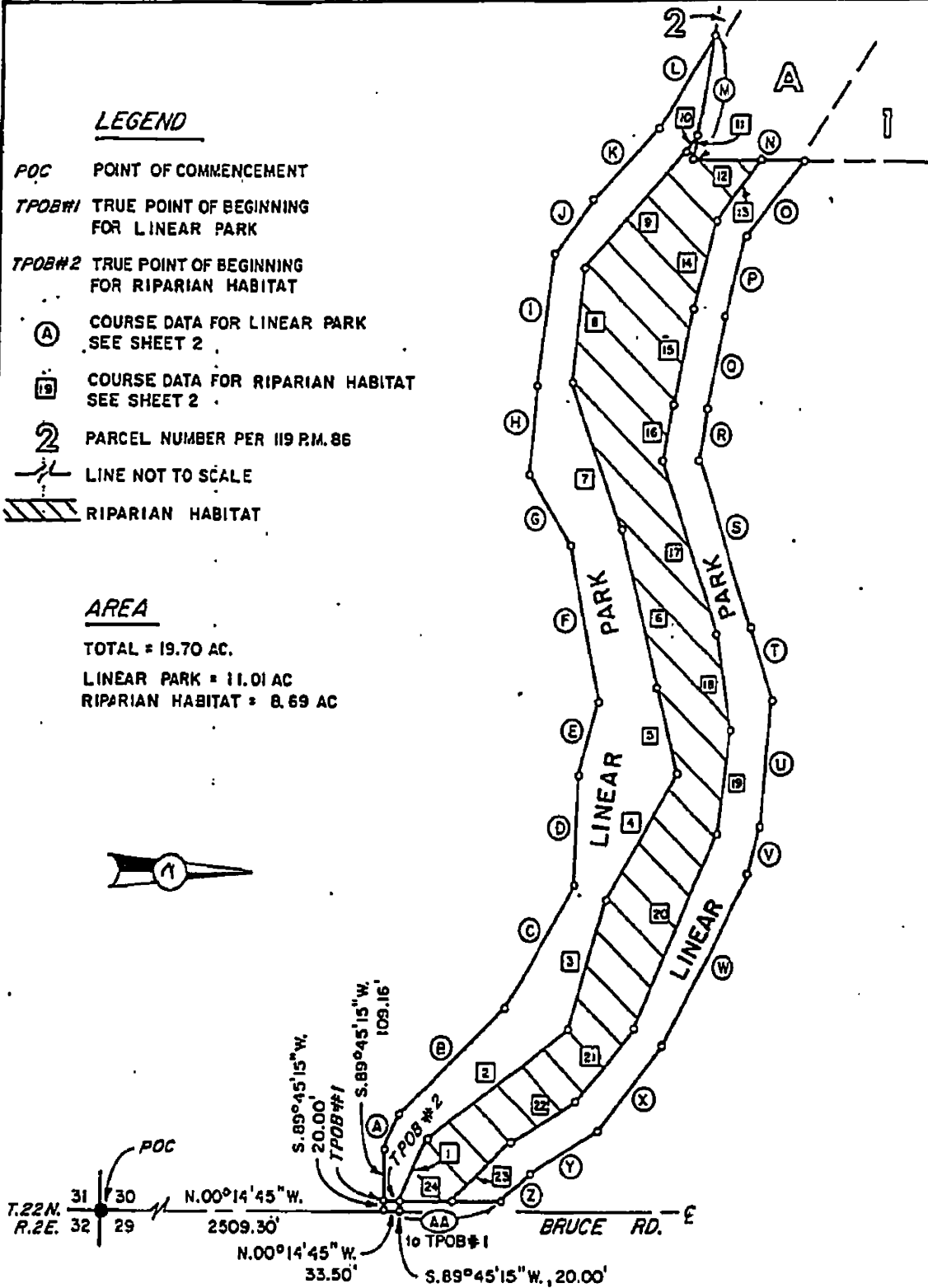
DATE: 12/30/96

LEGEND

- POC POINT OF COMMENCEMENT
- TPOB#1 TRUE POINT OF BEGINNING FOR LINEAR PARK
- TPOB#2 TRUE POINT OF BEGINNING FOR RIPARIAN HABITAT
- (A) COURSE DATA FOR LINEAR PARK SEE SHEET 2
- (19) COURSE DATA FOR RIPARIAN HABITAT SEE SHEET 2
- 2 PARCEL NUMBER PER 119 P.M. 86
- /— LINE NOT TO SCALE
- ▨ RIPARIAN HABITAT

AREA

TOTAL = 19.70 AC.
 LINEAR PARK = 11.01 AC
 RIPARIAN HABITAT = 8.69 AC



REVISION	BY	DATE

CITY OF CHICO

DEPARTMENT OF PUBLIC WORKS

DRAWN BY NS.E. DATE NOV. 1995
 CHECKED: [Signature] SCALE 1" = 300'

CREEKSIDE GREENWAYS
 RIPARIAN HABITAT &
 LINEAR PARK
 (N.T. ENLOE MEMORIAL HOSPITAL)

EXHIBIT
 "C"

APPROVED: Tom Alexander
 ASST. DIRECTOR OF PUBLIC WORKS

SHEET 7 OF 8

COURSE DATA

- (A) North 66°01'21" West, 74.29'
- (B) North 45°14'37" West, 319.09'
- (C) North 60°13'17" West, 303.03'
- (D) North 89°29'00" West, 225.20'
- (E) North 75°06'17" West, 160.78'
- (F) South 78°07'08" West, 341.87'
- (G) South 55°00'39" West, 171.16'
- (H) North 84°55'21" West, 190.63'
- (I) North 83°40'29" West, 280.04'
- (J) North 49°44'05" West, 139.19'
- (K) North 47°57'25" West, 205.91'
- (L) North 60°37'33" West, 231.94'
- (M) South 81°06'22" East, 261.48'
- (N) North 00°27'47" East, 241.79'
- (O) South 54°09'05" East, 203.29'
- (P) South 75°50'25" East, 172.41'
- (Q) South 78°49'24" East, 192.99'
- (R) South 81°41'26" East, 110.04'
- (S) North 70°52'17" East, 370.36'
- (T) North 71°17'26" East, 164.12'
- (U) South 85°21'39" East, 262.13'
- (V) South 78°58'05" East, 105.84'
- (W) South 63°05'52" East, 407.05'
- (X) South 51°19'43" East, 223.53'
- (Y) South 30°37'21" East, 171.31'
- (Z) South 45°49'02" East, 90.12'
- (AA) South 00°14'45" East, 254.37'
- [1] North 66°08'34" West, 141.35'
- [2] North 37°50'58" West, 389.83'
- [3] North 74°11'52" West, 279.18'
- [4] North 60°01'34" West, 301.40'
- [5] South 74°17'26" West, 185.14'
- [6] South 75°50'37" West, 344.70'
- [7] South 69°16'46" West, 332.24'
- [8] North 83°40'29" West, 238.36'
- [9] North 48°40'26" West, 329.36'
- [10] North 60°13'54" West, 38.16'
- [11] South 81°06'22" East, 46.33'
- [12] North 00°27'47" East, 149.79'
- [13] South 54°09'05" East, 164.38'
- [14] South 75°50'25" East, 188.72'
- [15] South 78°49'25" East, 196.82'
- [16] South 81°41'25" East, 130.23'
- [17] North 70°52'17" East, 383.08'
- [18] North 79°23'31" East, 200.54'
- [19] South 82°46'37" East, 224.11'
- [20] South 66°48'14" East, 441.66'
- [21] South 51°19'42" East, 199.64'
- [22] South 30°37'22" East, 167.61'
- [23] South 45°49'01" East, 173.64'
- [24] South 00°14'45" East, 115.84'

REVISION		

CITY OF CHICO		DEPARTMENT OF PUBLIC WORKS	
DRAWN BY <u>NS.E.</u>	DATE <u>NOV. 1995</u>	CREEKSIDE GREENWAYS RIPARIAN HABITAT & LINEAR PARK (N.T. ENLOE MEMORIAL HOSPITAL)	
CHECKED <u>JA</u>	SCALE _____		
APPROVED <u>Tom Alexander</u> ASST. DIRECTOR OF PUBLIC WORKS		SHEET 8 OF 8	

**DESCRIPTION OF 20TH STREET ACQUISITION
PARK SITE & WETLANDS MITIGATION AREA
FEE TITLE**

All that certain real property situate in the County of Butte, State of California described as follows:

Being a portion of Section 30, Township 22 North, Range 2 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the south one-quarter corner of said Section 30, said point being marked by a brass cap in concrete stamped RCE 9033 as shown on that certain map of "Skyway Park Unit No. 1" filed for record June 3, 1965 in Map Book 34 at page 1 in the Butte County Recorder's office;

THENCE along the easterly line of the Southwest one-quarter of said Section 30 North $00^{\circ}02'33''$ East, 425.44 feet to a point in the southerly line of East 20th Street as shown on the East 20th Street Acquisition No. 11 Right-of-Way, filed for record December 11, 1978 in Official Record Book 2352, at Page 162 in the Butte County Recorder's office;

THENCE along said southerly line North $89^{\circ}47'40''$ East, 214.17 feet to the TRUE POINT OF BEGINNING, said point being located on the southerly line of East 20th Street Acquisition No. 18 Right-of-Way, filed for record August 17, 1981 in Official Record Book 2649, at page 591 in the Butte County Recorder's office;

THENCE continuing along said southerly line North $89^{\circ}47'40''$ East, 734.03 feet to the beginning of an 810.00 foot radius curve concave southwesterly;

THENCE Southwesterly along said southerly line and the arc of said curve through a central angle of $24^{\circ}57'28''$ a distance of 352.83 feet;

THENCE South $65^{\circ}14'52''$ East, 560.66 feet along said southerly line to the beginning of an 850.00 foot radius curve concave northeasterly, said point being located on the northerly line of the Right-of-Way abandonment as shown on Bruce Road and East 20th Street Acquisition No. 16 filed for record December 30, 1992 under Butte County Serial No. 92-59507;

THENCE southeasterly along said northerly line and the arc of said curve through a central angle of $14^{\circ}01'25''$ a distance of 208.04 feet to a point on the Southerly line of said Section 30;

THENCE South $88^{\circ}22'52''$ West, 850.09 feet along said southerly line to the northeasterly line of Lot 87 as shown on said "Skyway Park Unit No. 1";

EXHIBIT "D"

L:\CAPPROJ\SI\00891\DEVELOP\20THST.DSC 12/30/96

PAGE 1 OF 5

Attachment F

THENCE westerly along the northerly line of said "Skyway Park Unit No. 1" the following courses and distances:

North 63°22'17" West, 25.72 feet;

North 17°30'13" East, 25.00 feet;

North 75°00'15" West, 119.63 feet;

North 81°41'09" West, 79.80 feet;

South 89°44'13" West, 308.53 feet;

South 29°16'33" West, 34.48 feet;

South 87°33'57" West, 108.61 feet;

North 77°33'39" West, 57.76 feet;

South 88°55'07" West, 110.00 feet;

South 59°41'25" West, 66.19 feet to the northwesterly corner of Lot 123 of said "Skyway Park Unit No. 1" said point also being the southeasterly corner of Parcel One as described in that certain deed filed for record February 28, 1969 in Official Record Book 1556 at page 227 in the Butte County Recorder's office;

THENCE North 06°47'29" West, 80.00 feet along the easterly line of said Parcel One to the northeasterly corner thereof;

THENCE South 83°12'36" West, 75.49 feet along the northerly line of said Parcel One to the northwesterly corner thereof said point being on the easterly line of Notre Dame Boulevard and the beginning of a non-tangent 858.00 foot radius curve concave easterly, to which point a radial line bears South 88°33'37" West;

THENCE Northerly 18.48 feet along said curve and easterly line through a central angle of 01°14'03";

THENCE North 00°12'20" West, 265.99 feet along said easterly line to the beginning of a 20.00 foot radius curve concave southeasterly;

THENCE Northeasterly 31.42 feet through a central angle of 90°00'00" to the true point of beginning.

EXHIBIT "D"

L:\CAPPROJ\0891\DEVELOP\20THST.DSC 12/30/96

PAGE 2 OF 5

Attachment F

The Basis of Bearings for this description is westerly line of the southwest one-quarter of said Section 30. The bearing of said line being North 00°22'00" West per said Map Book 71 at page 74.

Containing 10.78 acres more or less.

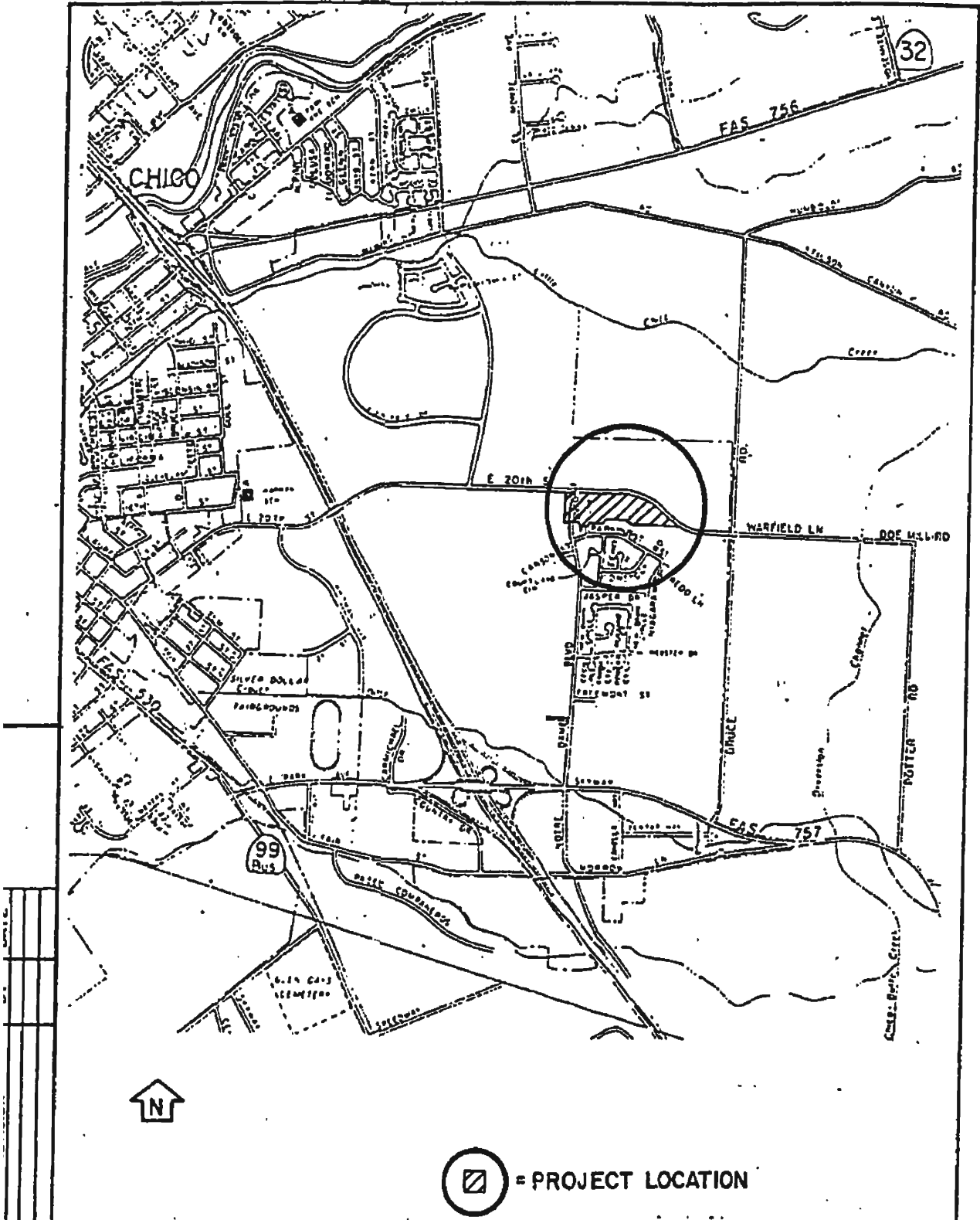
The above described parcel is a portion of Assessors Parcel Number 002-220-002.

BY: NS.E.

CHECKED: TA

APPROVED: Tom Alexander

DATE: 12/30/96



 = PROJECT LOCATION

CITY OF CHICO		DEPARTMENT OF PUBLIC WORKS	
DRAWN BY <u>NS.E.</u>	DATE <u>NOV. 1995</u>	20th STREET ACQUISITION PARK SITE & WETLANDS MITIGATION AREA (N.T. ENLOE MEMORIAL HOSPITAL)	EXHIBIT "D"
CHECKED <u>TA</u>	SCALE <u>NO SCALE</u>		
APPROVED <u>Tom Alexander</u> ASST. DIRECTOR OF PUBLIC WORKS		SHEET 4 OF 5	



CURVE (A)

R = 810.00'
Δ = 24° 57' 28"
L = 392.83'
T = 179.26'
CH = S. 77° 45' 36" E. - 350.05'

CURVE (B)

R = 850.00'
Δ = 14° 01' 25"
L = 208.04'
T = 104.54'
CH = S. 72° 15' 34" E. - 207.53'

CURVE (C)

R = 858.00'
Δ = 01° 14' 03"
L = 18.48'
T = 9.24'
CH = N. 00° 49' 22" W. - 18.48'

CURVE (D)


R = 20.00'
Δ = 90° 00' 00"
L = 31.42'
T = 20.00'

COURSES AND DISTANCES

- ① N. 63° 22' 17" W. - 25.72'
- ② N. 17° 30' 13" E. - 25.00'
- ③ N. 75° 00' 15" W. - 119.63'
- ④ N. 81° 41' 09" W. - 79.80'
- ⑤ S. 89° 44' 13" W. - 308.53'
- ⑥ S. 29° 16' 33" W. - 34.48'
- ⑦ S. 87° 33' 57" W. - 108.61'
- ⑧ N. 77° 33' 39" W. - 57.76'
- ⑨ S. 88° 55' 07" W. - 110.00'
- ⑩ S. 59° 41' 25" W. - 66.19'
- ⑪ N. 06° 47' 29" W. - 80.00'
- ⑫ S. 83° 12' 36" W. - 75.49'

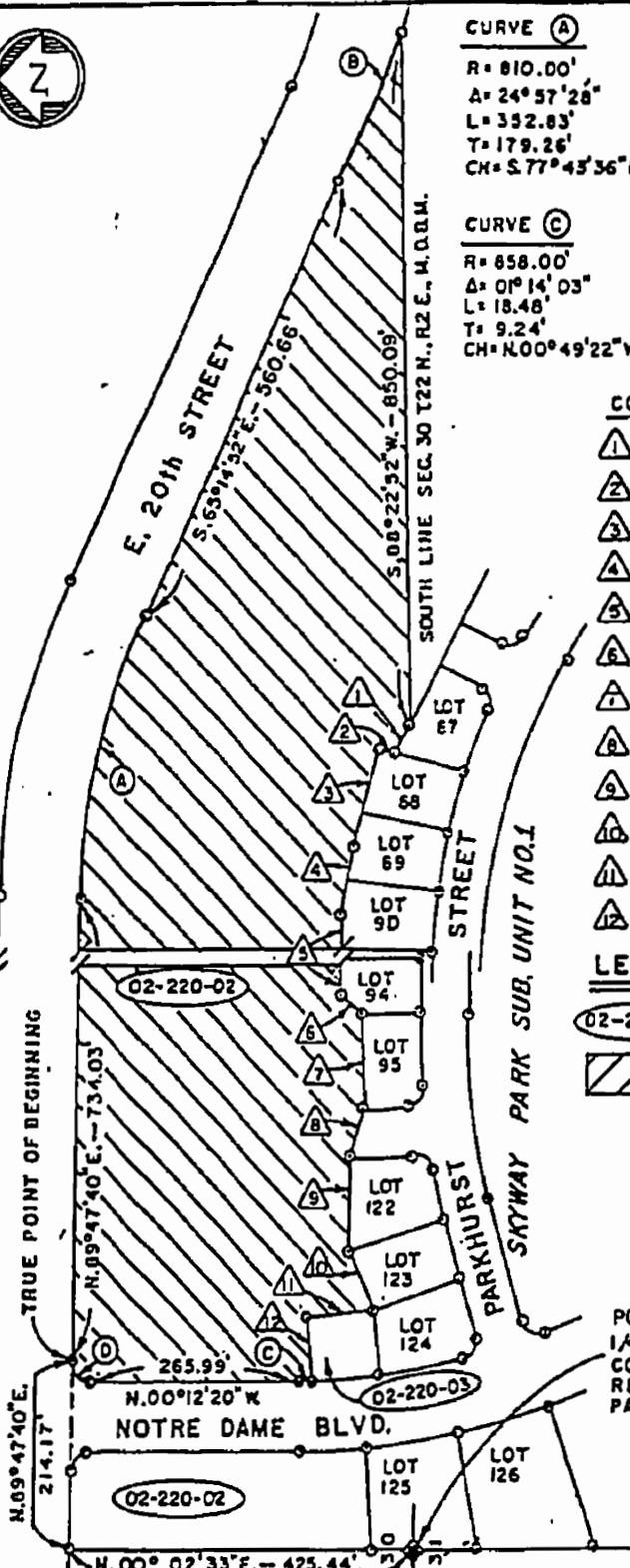
LEGEND

02-220-02 = ASSESSOR'S PARCEL NUMBER

 = AREA OF ACQUISITION
469,648 SQ. FT. - 10.78 AC.

POINT OF COMMENCEMENT
1/4 COR. - BRASS CAP IN A 6" DIA.
CONC. MON. STAMPED R.C.E. 9033
RECORDED IN BK. 34, OF MAPS AT
PAGE 3

TRUE POINT OF BEGINNING



CITY OF CHICO

DEPARTMENT OF PUBLIC WORKS

DRAWN BY NS.E. DATE NOV. 1995
CHECKED JA SCALE 1" = 200'

20th STREET ACQUISITION
PARK SITE & WETLANDS
MITIGATION AREA
(N.T. ENLOE MEMORIAL HOSPITAL)

EXHIBIT "D"

APPROVED *Tom Alexander*
ASST. DIRECTOR OF PUBLIC WORKS

SHEET 5 OF 5



HARTFORD DRIVE

BOULEVARD

Enloe Hospital
AP 02-18-081

19.50' BIKE PATH
EASEMENT

Springfield Manor
Mobile Home Park
AP 02-37-033

NOTRE DAME

SPRINGFIELD DRIVE

20.00' BIKE PATH
EASEMENT

Enloe Hospital
AP 02-22-002

E. 20th STREET

BY DATE

DATE

CITY OF CHICO

DEPARTMENT OF PUBLIC WORKS

DRAWN BY NS.E. DATE MARCH 1996
CHECKED TA SCALE 1" = 400'

BICYCLE PATH EASEMENTS

EXHIBIT
"E"

APPROVED Tom Alexander
ASST. DIRECTOR OF PUBLIC WORKS

(N.T. ENLOE MEMORIAL HOSPITAL &
SPRINGFIELD MANOR MOBILE HOME PARK)

SHEET 1 OF 4

Attachment F

BICYCLE PATH EASEMENT
SPRINGFIELD DRIVE TO E. 20th STREET
(ENLOE HOSPITAL TO CITY OF CHICO)

All that certain real property situate in the City of Chico, County of Butte, State of California described as follows;

Being a portion of Section 30, Township 22 North, Range 2 East, Mount Diablo Meridian, more particularly described as follows;

Commencing at the center of said Section 30 as shown on that certain Record of Survey filed for record in Book 137 of Maps, at Page 1 in the office of the Butte County Recorder;

Thence leaving said point of commencement along the centerline of said Section 30 as shown on said map, South 00°02'33" West, 1255.91 feet to the northerly line of Springfield Drive as shown on said map, said point being the TRUE POINT OF BEGINNING for the following described easement;

Thence leaving said Point of Beginning along said section centerline, South 00°02'33" West, 840.56 feet to the northerly line of East 20th Street as shown on said map, said point also being the southeast corner of Lot 4 as shown on said map;

Thence leaving said corner along said northerly line, North 89°47'40" East, 60.86 feet to the westerly right-of-way line of the proposed Notre Dame Boulevard;

Thence leaving said northerly line of East 20th Street along said westerly line, North 44°47'40" East, 28.28 feet;

Thence leaving said westerly right-of-way line of the proposed Notre Dame Boulevard along a line parallel with said northerly line of East 20th Street, South 89°47'40" West, 60.77 feet to a point located 20.00 feet east, measured at right angles, to the North-South centerline of said Section 30;

Thence North 00°02'33" East, 820.47 feet;

Thence North 89°57'27" West, 20.00 feet to the True Point of Beginning.

Containing 17,827 square feet, more or less.

By: NS.E.
Checked: TS
Approved: Tom Alexander
Date: 11/15/90

**BIKE PATH EASEMENT
HARTFORD DRIVE TO SPRINGFIELD DRIVE
(SPRINGFIELD MANOR TO CITY OF CHICO)**

All that certain real property situate in the City of Chico, County of Butte, State of California, described as follows:

A portion of Parcel "A" as described in that certain Certificate of Compliance for Minor Land Division No. 59 recorded February 23, 1982, in Book 2696, at page 591, Official Records of Butte County, California.

Being also a portion of Parcel "D" of that certain Parcel Map recorded August 6, 1979, in Book 71 of Parcel Maps, at pages 74 and 75, records of Butte County, California.

And being also a portion of the Southwest Quarter of Section 30, Township 22 North, Range 2 East, M.D.B. & M. more particularly described as follows:

Commencing at the Northeast corner of said Parcel "A", being also the center of said Section 30 as shown on that certain Record of Survey filed for record in Book 137 of Maps, at Page 1 in the office of the Butte County Recorder, and running thence South $00^{\circ}02'33''$ West along the Easterly line of said Parcel "A" and the North-South centerline of said Section 30 as shown on said Record of Survey, a distance of 60.01 feet to the true point of beginning of the herein described parcel, said point being also on the Southerly line of a 60 foot wide road right of way known as Hartford Drive,

Thence continuing South $00^{\circ}02'33''$ West along said North-South centerline a distance of 1,195.90 feet to the beginning of a curve to the right on the Northerly line of Springfield Drive;

Thence along said Northerly line and along said curve to the right, the tangent to which bears North $89^{\circ}57'27''$ West, and having a radius of 970.00 feet, through a central angle of $01^{\circ}09'07''$ an arc distance of 19.50 feet to a point on the easterly line of that certain easement in Deed to Pacific Gas and Electric Company, recorded October 3, 1980, in Book 2556 at Page 426 Butte County Official records;

Thence leaving the northerly line of said Springfield Drive, and along the easterly line of said easement North $00^{\circ}02'33''$ West, 1195.32 feet to a point on the Southerly line of said 60.00 foot wide right of way, known as Hartford Drive;

Thence North 88°54'51" East along said southerly line, parallel with and 60.00 feet distant Southerly of the Northerly line of said Parcel "A" a distance of 19.50 feet to the point of beginning and containing 23,315 square feet, more or less.

The above described parcel is a bicycle path easement for public use and includes the right of ingress and egress for the purpose of installing and maintaining a bicycle path and all necessary appurtenances in, over and across the said easement.

The above described easement is a portion of Assessor's Parcel Number 002-370-033.

By: NS.E.

Checked: TA

Approved: Tom Alexander

Date: 11/15/96

**ENLOE PROPERTY GENERAL PLAN AMENDMENT, REZONE, PARCEL MAP
& CONDITIONAL USE PERMIT
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM**

EXHIBIT "F"

MITIGATION MEASURE	ACTION & TIMING	RESPONSIBLE AGENCY	RELEASE SIGNATURE & DATE
General Plan, Zoning and Land Use			
<p>Mitigation 1: Terms of the Development Agreement, binding on all subsequent owners, will be imposed to restrict residential development within the R-P zoned land in the vicinity of the P-Q zone to prevent future land use conflicts. A residential setback zone of 500 feet from the P-Q zone is stipulated for this purpose. Buildings within R-P zones at the western perimeter of the P-Q zone will be limited to single-story construction only.</p>	<p>Formal Development Agreement between applicant and City as condition of Tentative Map - prior to Final Map</p>	<p>Community Development Dept., Planning Division and City Attorney</p>	
<p>Mitigation 2: The N-C zone will be reduced in size to three (3) acres, with the remaining seven (7) acres included in the R-P zone. Pharmacies, medical supplies, and similar uses may locate in the R-P zone, with the N-C zone to be reserved for businesses targeting the wider residential community.</p>	<p>Applicant must revise Tentative Map - Prior to Tentative Map approval</p>	<p>Community Development Dept., Planning Division</p>	
<p>Mitigation 3: The P-D overlay shall be required as a part of the rezoning action for the project proposal in compliance with City policy, extending 300 feet from the top of high bank on both sides of Little Chico Creek. The applicant shall grant fee title of the OS-1 creekside preservation corridor to the City.</p>	<p>Applicant must revise Tentative Map - Prior to Tentative Map approval Fee title grant - Prior to Final Map approval</p>	<p>Community Development Dept., Planning Division and City Attorney</p>	

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Mitigation 2a: The southerly ten (10)± acres of the project site, south of East 20th Street and proposed to be zoned R-P shall be designated and zoned for a neighborhood park and open space for wetlands preservation as set forth in the development agreement. The portion of the property which will be designated for a neighborhood park will reduce potential land use incompatibility with the residential uses to the south. The Open Space for Environmental Conservation designation for the balance of the acreage will protect the existing wetland area and provide an area for additional wetland compensation if necessary. (City Council action, November 2, 1994)

General Plan, Zoning and Land Use (continued)	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 4: The OS-1 zone shall be expanded to include the second Butte County Meadowfoam population and surrounding watershed and buffer (1988 study by Jokerst). The watershed boundary shall be delineated according to surveys conducted during late winter and mid-spring when the exact location of BCM plants can be identified relative to direction and patterns of surface runoff. A formal conservation easement shall be recorded for the expanded OS-1 zone, and dedicated to a non-profit organization approved by the City Community Development Department. The City may consider a Transfer of Development Rights (TDR), or other density bonus within the remainder of the R-2 zone .</p> <p>as a term of the Development Agreement. The expanded OS-1 zone must be preserved for mitigation banking for potential loss of seasonal wetlands on the remainder of the site. Any future infrastructure related to development of the site shall be designed to avoid encroachment in the OS-1 zone.</p>	<p>Show expanded OS-1 zone on revised Tentative Map - Prior to Tentative Map approval</p> <p>Watershed delineation and fee title grant - Prior to Final Map approval</p>	<p>Community Development Dept., Planning Division and City Attorney</p>	
<p>Water Supply</p>			
<p>Mitigation 5: Project applicants shall submit site improvement plans to the California Water Service Company for evaluation of water system improvements. Prior to approval of the final map, the applicant must submit a copy of the fully executed service agreement with California Water Service for review and approval by the City General Services Department.</p>	<p>Plan submittal for review and approval - prior to Final Map</p>	<p>California Water Service and City General Services Department</p>	

Mitigation 4: The OS-2 zone shall be expanded to include the second Butte County Meadowfoam population and surrounding watershed and buffer (1988 study by Jokerst). The watershed boundary shall be delineated according to surveys conducted during late winter and midspring when the exact location of BCM plants can be identified relative to direction and patterns of surface runoff. A formal conservation easement shall be recorded for the expanded OS-2 zone, and dedicated to a non-profit organization approved by the City Community Development Department. The City may consider a Transfer of Development Rights (TDR), or other density bonus within the remainder of the R-2 zone located between the OS-2 and OS-1 zones as a term of the Development Agreement. The expanded OS-2 zone must be preserved for mitigation banking for potential loss of seasonal wetlands on the remainder of the site. Any future infrastructure related to development of the site shall be designed to avoid encroachment in the OS-2 zone.

EXHIBIT "F"

Page 2 of 18

Stormwater Drainage	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation G: A complete drainage system plan, prepared by a registered engineer, must be submitted for review and approval by the Department of General Services as part of final improvement plans for individual projects. The amount of stormwater generated by development will be detained or retained to the extent that post-project peak runoff rates will not exceed pre-project peak runoff rates. The Drainage Plan must detail all source control techniques, as well as proposed detention and treatment facilities subject to review and approval of the City General Services Department. Additional Best Management Practices (BMPs) shall include but not be limited to grease and oil traps, and grass filters to prevent concentrations of pollutants in the drainage flows. Design, construction, operation, and maintenance of each of these measures shall be the responsibility of the developer, with inspection and verification by the City General Services Department.</p> <p>Grease and Oil Traps: Grease and oil traps will be installed at all probable sources of significant grease and/or oil pollution, and particularly parking lots and car wash areas.</p> <p>Grass Filters: Grass filter strips will be utilized for drainage outlets throughout the health care complex (and other subsequent R-P, R-2, and N-C development areas). Grading will be designed so that all drainage from parking areas will sheet flow across a minimum of ten linear feet of turf before discharging into drain inlets. For on-site private facilities, curbing should be minimized along the edges of paved areas to avoid interference with sheet flow of surface drainage waters.</p>	<p>Submit drainage system plan as a part of Final Improvement Plans</p> <p>Construction inspection to verify installation of DMPs</p>	<p>City Department of General Services</p>	

Stormwater Drainage (continued)	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 7: An erosion control plan shall be prepared as a part of required grading plan for review and approval by the General Services Department. The Plan shall detail erosion control for drain outlets, surface stabilization techniques, sediment control measures, and landscaping to be undertaken during and after construction to prevent any sediment transport into stream channels. All details of the proposed Erosion Control Plan are subject to review and approval of the City General Services Department, and must also meet requirements of the Regional Water Quality Control Board General Construction Activity Permit.</p>	<p>Submit Erosion Control Plan as a part of required grading plan for review and approval</p>	<p>City Department of General Services</p>	
<p>Mitigation 8: Planning for the detention of drainage flows shall be based on design capacity to be determined by the City General Services Department to reflect pending decisions regarding the engineering split of storm waters to Little Chico Creek and Comanche Creek. Selection of the pond site must minimize impacts on overall site design, and avoid any encroachment into natural preserves or the creekside greenway. Drainage control may also be satisfied by collecting and conveying runoff to a City operated off-site stormwater detention facility which is currently in preliminary planning stages.</p>	<p>Submit Drainage Plans for review and approval; Participate with City if regional drainage system is selected.</p>	<p>City Department of General Services</p>	
<p>Public Schools</p>			
<p>Mitigation 9: Individual developers will be required to pay all applicable school impact fees in effect at the time of building permit issuance. Under AB 1207, school fees for residential development are established</p>	<p>Individual developers pay fees at time of building permit issuance</p>	<p>City Community Development Department</p>	

PG&E	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 10: Individual developers must consult with PG&E prior to approval of any Tentative Subdivision Map to identify whether project design must be adjusted to accommodate a future electric substation and associated distribution feeder circuits needed to serve the southeast Chico area. Written evidence of consultation must be provided to the General Services Department as a part of the Tentative Map application.</p>	<p>Consult with PG&E prior to individual applications for development</p>	<p>PG&E and City General Services Department</p>	
<p>Traffic</p>			
<p>Mitigation 11: Forest Avenue at East 20th Street</p> <p>("Existing + Project Conditions"): If the desired level of service is "C", then the intersection should be designed to provide one exclusive right-turn lane, two exclusive through lanes and one exclusive left-turn lane for the southbound approach; one exclusive right-turn lane, two exclusive through lanes and two exclusive left-turn lanes for the northbound approach and one exclusive right-turn lane, two exclusive through lanes and one exclusive left-turn lane for the east and westbound approaches. Signalization is warranted for LOS A, B, or C).</p> <p>("Cumulative + Project Condition"): A dual left lane configuration is needed on the eastbound approach of the Forest Avenue and East 20th Street intersection.</p>	<p>Applicant must pay fair share of improvement costs prior to issuance of building permits</p> <p>Improvements will be made by City as warrants are met</p>	<p>City General Services Division</p>	

**Mitigation 11: Add - "Pedestrian and bicycle activated signals be considered for the Notre Dame Boulevard and 20th Street intersection and a demand only mechanism at 20th and Oxford Streets and; that traffic calming devices such as traffic circles be considered north of 20th Street on Notre Dame."

Traffic (continued)	Action & Timing	Responsible Agency	Release Signature & Date
<p><u>Mitigation 12: Bruce Road at Highway 32</u> Provide one exclusive right-turn lane, two exclusive through lanes and one exclusive left-turn lane for the southbound approach; one exclusive right-turn lane, two exclusive through lanes and two exclusive left-turn lanes for the northbound approach; one exclusive right-turn lane, one exclusive through lane and one exclusive left-turn lane for the westbound approach and one exclusive right-turn lane, one exclusive through lane and two exclusive left-turn lanes for the eastbound approach.</p> <p>Install traffic signal.</p>	<p>Applicant must pay fair share of improvement costs prior to issuance of building permits</p> <p>Improvements will be made by City as warrants are met</p>	City General Services Division	
<p><u>Mitigation 13: Bruce Road at Skyway</u></p> <p>For level of service "C", the intersection must be designed to provide three exclusive through lanes, one shared right-turn and through lane and two exclusive left-turn lanes for the eastbound approach; two exclusive through lanes, one shared right-turn and through lane and one exclusive left-turn lane for the westbound approach; one exclusive through lane, one exclusive right-turn lane and two exclusive left-turn lanes for the southbound approach and one shared through, right-turn and left-turn lane for the northbound approach.</p>	<p>Applicant must pay fair share of improvement costs prior to issuance of building permits</p> <p>Improvements will be made by City as warrants are met</p>	City General Services Division	
<p><u>Mitigation 14: Bruce Road at Warfield Lane</u></p> <p>To maintain a level of service "C", provide two exclusive through lanes, one exclusive left-turn lane and one exclusive right-turn lane for the north, south, east and westbound approaches.</p>	<p>Applicant must pay fair share of improvement costs prior to issuance of building permits</p> <p>Improvements will be made by City as warrants are met</p>	City General Services Division	

Traffic (continued)	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 15: Potter Road at Skyway</p> <p>Following development of Potter Road and adjacent lands, this intersection will require the following improvements: Provide two exclusive through lanes, one shared right-turn and through lane and one exclusive left-turn lane for the eastbound approach; one exclusive through lane, one shared right-turn and through lane, one shared left-turn and through lane for the westbound approach and one shared right-turn, through and left-turn lane for the north and southbound approaches. Install traffic signal.</p>	<p>Applicant must pay fair share of improvement costs - prior to issuance of building permits</p> <p>Improvements will be made by City as warrants are met</p>	City General Services Division	
<p>Mitigation 16: El Monte Avenue at Highway 32</p> <p>For a level of service of "C" or better, provide one exclusive through lane, one exclusive right-turn and one exclusive left-turn lane for the north, south, east and westbound approaches.</p>	<p>Applicant must pay fair share of improvement costs prior to issuance of building permits</p> <p>Improvements will be made by City as warrants are met</p>	City General Services Division	
<p>Mitigation 17: Notre Dame Boulevard at East 20th Street</p> <p>For a level of service "C" or better, the north and southbound approaches should provide for an exclusive left turn lane, and exclusive through lane, and an exclusive right turn lane. The east/west approaches should include two through lanes in each direction, a right turn lane, and a separate left turn lane.</p>	<p>Applicant must pay fair share of improvement costs prior to issuance of building permits</p> <p>Improvements will be made by City as warrants are met</p>		

**Mitigation 17: Add - "A traffic signal should be installed as soon as possible at the Notre Dame and 20th Street extension."

<p>Mitigation 18: El Monte Avenue at Highway 32</p> <p>"Cumulative + Project Condition", Provide two exclusive through lanes, one exclusive left-turn lane and one shared right-turn and through lane for the eastbound approach, and one exclusive right-turn, one exclusive through lane and one exclusive left-turn lane for the north, south and westbound approaches. A signal must be installed at the intersection as traffic warrants are reached.</p>	<p>Applicant must pay fair share of improvement costs prior to issuance of building permits</p> <p>Improvements will be made by City as warrants are met</p>	<p>City General Services Division</p>	
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Air Quality	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 19: The project proponents shall develop an emission reduction plan for the 40 acre health care complex. Requirements for similar plans to be prepared by subsequent developers within the remainder of the Enloe property shall be stipulated in the development agreement for the General Plan amendment and rezoning. The plan(s) will include identification of all project design features that reduce mobile emissions and related air quality impacts. At a minimum, plans must specify:</p> <ul style="list-style-type: none"> (a) location and size of neighborhood commercial areas; (b) bicycle facilities; (c) pedestrian and bicycle access to commercial, service, and recreational areas within the project; (d) landscaping; (e) location of parking and bicycle racks relative to buildings. 	<p>Applicant must prepare Emission Reduction Plan for the 40 acre health care complex prior to issuing building permits.</p> <p>Include stipulation for Emission Reduction Plans to be prepared by subsequent developers within the remainder of the Enloe property in the Development Agreement. (See mitigation number 1 above.)</p>	<p>City Planning Division and Butte County Air Pollution District</p> <p>City Planning Division and City Attorney</p>	
<p>Mitigation 20: Project proponents shall coordinate with the City of Chico General Services Department to identify specifications and location of bus stops within the project site. (Enloe Hospital for the 40 acre health care complex, and any subsequent developers within the remainder of the Enloe property as will be stipulated in the development agreement for the General Plan amendment and rezoning). Bus stops shall be included in project designs, and submitted to the City Community Development Department for review and approval prior to approval of the Final Map.</p>	<p>Applicant must consult with City to identify specifications and location of bus stops within project sites.</p> <p>Bus stops must be included in project designs - prior to approval of Final Map.</p>	<p>General Services Department and Community Development Department</p>	
<p>Mitigation 21: As required by the BCAPCD, project proponents shall incorporate 50 percent more trees into landscaped parking areas than required by City land use regulations. (Enloe Hospital for the 40 acre health care complex, and any subsequent developers within the remainder of the Enloe property as will be stipulated in the development agreement for the General Plan amendment and rezoning). Landscaping plans shall be submitted to the BCAPCD and the City Community Development Department for review and approval prior to issuance of building permits.</p>	<p>Submit landscaping plans for review and approval - prior to issuance of building permits.</p>	<p>Butte County Air Pollution Control District and the City Community Development Department</p>	

**Mitigation 19: Add - "Enloe Hospital shall provide incentives for the use of alternative transportation; and prepare a trip reduction plan."

Air Quality (continued)	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 22: Wood stoves must be equipped with systems certified to meet or exceed EPA standards for all new units. This measure will be monitored as a part of routine building inspection procedures prior to issuance of occupancy permits.</p>	<p>Applicant must submit manufacturer's documentation certifying that EPA standards are met. City Building Inspection to verify installation of approved stoves - Prior to issuance of occupancy permits.</p>	<p>City Community Development Department</p>	
<p>Mitigation 23: A grading and dust control plan will be required as a part of Improvement Plan review and approval for individual projects. At a minimum, the dust control plan shall include the following: (a) Dust and particulates from construction grading must be minimized by sprinkling exposed soils as required to prevent dust generation, and curtailing grading activities on days when wind exceeds 15 miles per hour. (b) Cleanup shall be conducted daily, including removal of mud and dirt carried by construction vehicles onto street surfaces. (c) Haul trucks must be covered during all transport operations. (d) Exposed surfaces must be repaved or revegetated immediately upon completion of grading and/or construction activities. The dust control plan shall be submitted to the City Community Development Department for review and approval prior to issuance of a grading permit.</p>	<p>Applicants must submit Grading and Dust Control Plan for individual projects - prior to issuance of grading permit.</p>	<p>City Community Development Department, (in consultation with the Butte County Air Pollution Control District).</p>	

**Mitigation 23: Add - "The Butte County Air Pollution Control District is the responsible agency for air quality impacts, and all their recommendations shall apply."

EXHIBIT "F"

Noise			
<p>Mitigation 24: A noise buffer setback of 800-feet from housing development is required to protect the residential district from noise impacts of overflights originating from the hospital. To protect new and existing residences, the flight path for helicopter approach and take-off must be preselected as a regular route designed to avoid overflights in residential zones. Helicopter approaches should follow the major highway arterials (Highway 32, Skyway, Highway 99) available with only minor adjustment in each direction. The direct approach to the hospital's heliport should be routed from the Highway 99 corridor over East 20th Street in a direct line to the hospital. This path also directly avoids by the widest angle the KISL radio transmitter towers located over 1,200 feet northwest of the heliport.</p>	<p>Enloe Hospital must submit a proposal the flight path for helicopter approach and take-off and obtain State Heliport Permit - prior to issuance of building permit.</p>	<p>City Community Development Department State Department of Transportation</p>	
<p>Mitigation 25: Individual developers shall develop a construction noise reduction plan identifying measures to be taken to meet requirements of the City's noise standards (Chapter 9.38). The Plan shall be included in contractor work specifications. The construction noise reduction plan shall be submitted to the City of Chico General Services Department for review and approval prior to issuance of the grading permit.</p>	<p>Individual applicants must submit a construction noise reduction plan to be included in contractor work specifications - prior to issuance of the grading permit.</p>	<p>City of Chico General Services Department</p>	
<p>Mitigation 26: Acoustical studies shall be prepared for residential and noise-sensitive development located within 200-feet of an arterial road or other significant noise generator. Studies must be submitted as a part of development proposal applications.</p>	<p>Individual applicants on affected properties must submit acoustical studies - at time of application for development</p>	<p>Community Development Department and General Services Department</p>	

**Mitigation 24: Clarify- "The noise buffer setback of 800 feet is from the heliport and that the Department of Aeronautics is the responsible agency."

**Mitigation 26: Add - "The acoustical studies shall address the impact on noise-sensitive development in regards to the distance of the heliport and the flight path."

Biologic Resources	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 27A: Project proponents will produce a wetlands delineation consistent with the 1987 Corps of Engineers Wetlands Delineation Manual, obtain verification of the wetlands delineation by the U.S. Army Corps of Engineers. Due to the federal listing status for tadpole shrimp, the building design for the hospital facility shall be shifted to provide a minimum buffer of 50-feet between the 0.10 acre vernal pool occupied by tadpole shrimp, and any other delineated wetlands, to avoid any impact.</p>	<p>Applicant must obtain verification of wetlands delineation - prior to approval of improvement plans or grading.</p> <p>Site plans for the CUP must be revised to show building footprint with minimum 50-foot setback from any delineated wetlands - prior to Conditional Use Permit approval.</p>	<p>U.S. Army Corps of Engineers</p> <p>City Community Development Department</p> <p>City General Services Division</p>	

Biotic Resources	Action & Timing	Responsible Agency	Release Signature and Date
<p>Mitigation 27B: When development applications are filed requiring wetlands fills on the property that will cumulatively reach or exceed one acre, including previously delineated wetlands of less than one acre, the applicants will be required to file a pre-discharge notification with the U.S. Army Corps of Engineers, including a mitigation plan for full compensation of wetlands losses. The mitigation plan will include an on-site wetlands avoidance plan, an on-site "in kind" compensation wetland construction plan, or, if necessary, an off-site "in kind" compensation wetland construction plan. The wetlands mitigation plan must also be submitted to the City Planning Division as a part of project applications. Compensation wetlands must meet, but not necessarily be limited to, the following success criteria:</p> <p>a) Compensation wetlands will remain inundated or saturated for sufficient duration to support hydrophytic vegetation.</p> <p>b) Compensation wetlands will exhibit plant and invertebrate species richness comparable to existing vernal pools on site, as measured by species mix, and plant density and robustness.</p> <p>c) Project designs must provide a drainage system to prevent surface stormwater or landscaping irrigation runoff from flowing into preserve zones, compensation wetlands, or other nearby wetlands areas.</p> <p>d) Compensation wetlands will be monitored each year for five years, and a report of monitoring results will be submitted to the U.S. Army Corps of Engineers and City of Chico Planning Division for review.</p> <p>e) Provisions for remediation, in the event that mitigation success criteria are not met within specified time frames.</p> <p>U.S. Army Corps of Engineers authorization for fill must be secured, and the appropriate wetlands mitigation plan must be approved by the City of Chico and the U.S. Army Corps of Engineers, prior to issuance of construction permits or recordation of parcel or subdivision maps.</p>	<p>Applicant must prepare a Wetlands Mitigation Plan for full compensation of wetlands losses when development applications are filed requiring wetlands fills on the property that will cumulatively reach or exceed one acre.</p> <p>The Wetlands Mitigation Plan must be approved prior to approval of improvement plans or grading.</p>	<p>U.S. Army Corps of Engineers City Community Development Department</p>	

Biotic Resources (continued)	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 28: Developers will have a qualified biologist conduct a preconstruction field survey for nesting raptors within the undeveloped portions of the Enloe property prior to issuance of grading permits for individual development phases, and must be conducted during the season when the birds are building and defending nests and when the young are still in nests (April through July for black-shouldered kite, northern harrier, Swainson's hawk, and Cooper's hawk, and from March through September for burrowing owl). If no raptor nests are detected, construction activities may proceed. Should an active nest be located, one of the following measures must be implemented:</p> <p>A) The City shall require that a buffer be maintained around the nest site(s) while it is occupied. The extent of the buffer shall be determined by the City Planning Division in consultation with the Department of Fish and Game and the consulting biologist. The maximum radius of the buffer shall be 0.25 mile (1,320 feet) for northern harriers, black shouldered kites, and Cooper's hawks; 0.5 mile (2,640 feet) for Swainson's hawks; and 300 feet for burrowing owls. Buffer zones will be protected by fences at their perimeters.</p> <p>If it is determined that no suitable buffer can be established due to the nature or configuration of a construction zone, the following measure shall apply instead:</p> <p>B) Construction activities shall be postponed until after the raptor breeding season, and the City will delay issuance of grading permits until the birds have left the nest. The time of the birds' departure must be determined by a qualified biologist. (Most species can be expected to leave their nests between July and September).</p>	<p>Individual developers must submit results of field survey - prior to issuance of grading permits for individual development phases</p>	<p>Community Development Department and General Services Department</p>	

**Mitigation 28: Revise - "A qualified ornithologist shall conduct a preconstruction field survey, and open fencing may be considered if necessary."

Biotic Resources (continued)	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 29: The expanded OS-1 zone will be coordinated with wetlands preservation and compensation plans for the site. The wetlands preservation plan must be approved by the U.S. Fish and Wildlife Service prior to any on-site activities that could impact Butte County Meadowfoam habitat. To enhance land use compatibility, development within the adjacent R-2 zone must orient open space (40% minimum required) to maximize separation and buffering with the OS-1 zone.</p>	<p>Applicants must verify approval of the U.S. Fish and Wildlife Service prior to any on-site activities that could impact Butte County Meadowfoam habitat.</p> <p>City review must verify site plan orientation to maximize buffering with the OS-2 zone.</p>	<p>U.S. Fish and Wildlife Service</p> <p>City Community Development Department</p>	
<p>Mitigation 30: Surveys of vernal pools and seasonal wetlands for fairy shrimp and tadpole shrimp shall be conducted during the Winter/Spring season, and submitted to the City of Chico, U.S. Army Corps of Engineers, and U.S. Fish and Wildlife Service prior to completion of environmental review for future development proposals.</p> <p>A) If <i>Linderiella occidentalis</i>, <i>Branchinecta lynchi</i>, or <i>Lepidurus packardii</i> are listed as threatened or endangered species under the federal Endangered Species Act (ESA), the project proponent will initiate a Section 7 (ESA) consultation with the U.S. Fish and Wildlife Service as part of compliance with Section 404 of the Clean Water Act. Although the mitigation requirements under this scenario are not known at this time, they would likely take the form of wetlands habitat reconstruction (see wetlands mitigation above).</p> <p>B) If <i>Linderiella occidentalis</i>, <i>Branchinecta lynchi</i>, or <i>Lepidurus packardii</i> are not listed as threatened or endangered species under the federal Endangered Species Act (ESA), a wetlands mitigation plan will be submitted as part of compliance with Section 404 of the Clean Water Act. This mitigation plan will include language that specifically addresses fairy shrimp impacts and, as part of the wetlands mitigation monitoring plan, will monitor fairy shrimp populations in compensation wetlands.</p>	<p>Individual developers must submit results of field surveys - as a part of development applications</p>	<p>U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service and City Community Development Department</p>	

Cultural Resources	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 31: To accommodate future road widening of Bruce Road the rock wall must be relocated outside of the City's Bruce Road right-of-way, in an alignment conforming to the previously relocated segment along the northeast boundary of the property. The wall shall be identified on tentative subdivision maps and integrated into project landscaping plans. Evidence of compliance with these measures shall be submitted to the City Community Services Department for review and approval prior to approval of the final map.</p>	<p>Include binding stipulation in Development Agreement for protection of rock wall.</p> <p>The wall shall be identified on tentative subdivision maps and integrated into project landscaping plans - prior to approval of the final map.</p>	<p>City Community Development Department</p> <p>and</p> <p>City Attorney</p>	
<p>Mitigation 32: Should any prehistoric or historic artifacts be exposed during excavation and construction operations, work shall cease immediately and the Community Development Director shall be notified. A qualified archaeologist shall be consulted to determine whether any such materials are significant prior to resuming ground breaking construction activities. Standardized procedures for evaluating accidental finds and discovery of human remains shall be followed as prescribed in Appendix K of the California Environmental Quality Act</p>	<p>Cease grading immediately if questionable materials are encountered, and notify the Community Development Director for determination.</p>	<p>City Community Development Department</p>	

Mitigation 31: The intent of this mitigation is to preserve the existing rock wall which has been determined to be of local cultural interest. Preservation can be accomplished by either requiring the property owner to integrate the wall into the landscaping or incorporate it into the public right-of-way to be protected and maintained through a landscape maintenance district.

Visual Resources	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 33: A landscaping plan shall be submitted as part of the project design. The plan shall emphasize the use of native plant species and incorporate planting material which will assist in visually enhancing the appearance of structures on the project site from all existing and future viewing areas, including, but not necessarily limited to, existing views to the east from Forest Avenue, to the west from Bruce Road and to the south from Humboldt Road and State Route 32, and views to the east and northeast from the future extensions of Notre Dame Boulevard and East 20th Street. The landscaping plan shall also incorporate the existing rock wall into the design of development proposals. The landscaping plan shall be submitted to the Planning Division of the City Community Development Department for review and approval prior to issuance of a grading permit or improvement plans, or approval of a Planned Development Use Permit.</p>	<p>Individual applicants must prepare landscaping plans - prior to issuance of a grading permit or improvement plans, or approval of a Planned Development Use Permit.</p>	<p>City Community Development Department</p>	
<p>Mitigation 34: All utility lines into and within the project site shall be placed underground, including sewer, water, electricity, and communication cables. This requirement shall be included in construction contract documents submitted for review and approval to the City General Services Department prior to issuance of grading permits.</p>	<p>Construction contracts must specify underground utility installation - prior to issuance of grading permits</p>	<p>City General Services Department</p>	
<p>Mitigation 35: Exterior building materials and colors shall conform to the surrounding natural environment. Specifically, the materials and colors shall be earthtones and shall not vary in brightness from the brightness of the natural colors in the surrounding vegetation. Building materials and colors shall be subject to review and approval by the City Planning Division and Architectural Review Board prior to approval of Planned Development Use Permits or issuance of building permits.</p>	<p>Architectural review and approval - prior to approval of Planned Development Use Permits or issuance of building permits</p>	<p>City Planning Division and Architectural Review Board</p>	

EXHIBIT "F"

Page 17 of 18

Visual Resources (continued)	Action & Timing	Responsible Agency	Release Signature & Date
<p>Mitigation 36: Improvements within the OS-1 zone (Little Chico Creek Corridor) shall be limited to non-invasive riparian landscaping and passive recreation facilities such as bicycle paths, pedestrian trails, and picnic areas as permitted under the City of Chico's General Plan.</p>	<p>Site Plan review and approval - prior to approval of Planned Development Use Permits or issuance of building permits</p>	<p>City Planning Division</p>	
<p>Mitigation 37: The proposed hospital and future proposals for multiple-family residential, neighborhood commercial, and professional office development shall be subject to review and approval by the City Architectural Review Board prior to issuance of building and grading permits, or approval of improvement plans. The ARB shall review such proposals for architectural and visual compatibility with the surrounding built and natural environments.</p>	<p>Site Plan review and approval - prior to approval of Planned Development Use Permits or issuance of building permits</p>	<p>Architectural Review Board</p>	
<p>Hazardous Waste / Public Safety</p>			
<p>Mitigation 38: Future residential development on the portion of the project site lying within 2,000 feet of the abandoned dump site north of Humboldt Road and known to contain high concentrations of lead, will be prohibited until remediation practices are complete. Alternatively, residential development may proceed if site specific testing demonstrates that the property is not contaminated by the abandoned dump. Testing shall be subject to review and approval of the California EPA, with evidence of approval submitted to the City Community Development Department as a part of development applications.</p>	<p>Delay residential development within affected buffer zone, or provide site specific testing to verify that property is not contaminated - as a part of development applications</p>	<p>California EPA and City Community Development Department</p>	

EXHIBIT "F"

**DESCRIPTION FOR
CONSERVATION EASEMENT
(N.T. ENLOE MEMORIAL HOSPITAL)**

All that certain real property situate in the County of Butte, State of California, described as follows;

Being a portion of Section 30, Township 22 North, Range 2 East, M.D.B. & M., more particularly described as follows;

Commencing at the southeast corner of Parcel 1 as shown on that certain map filed in Book 119 of Parcel Maps, at Page 87;

Thence leaving said commencement point along the easterly line of said Parcel 1, North $00^{\circ}15'00''$ West, 855.54 feet to the TRUE POINT OF BEGINNING for the following described easement;

Thence leaving said Point of Beginning and said easterly line, South $63^{\circ}56'23''$ East, 533.48 feet to the beginning of a 250.00 foot radius curve to the left;

Thence following said curve, northeasterly, through a central angle of $69^{\circ}10'34''$ a distance of 301.84 feet;

Thence North $51^{\circ}31'50''$ East, 22.24 feet to the beginning of a 160.00 foot radius curve to the right;

Thence easterly, along the arc of said curve, through a central angle of $58^{\circ}38'24''$ a distance of 163.75 feet;

Thence South $69^{\circ}49'46''$ East, 239.86 feet to the beginning of a 600.00 foot radius curve to the left;

Thence northeasterly, along the arc of said curve, through a central angle of $61^{\circ}38'35''$ a distance of 645.52 feet;

Thence North $48^{\circ}31'39''$ East to a point on a 750.00 foot radius curve, said curve being the westerly right-of-way line of Bruce Road as shown on City of Chico Bruce Road Acquisition No. 9 plat as recorded under Serial Number 87-06758;

Thence northerly, along the arc of said curve, following said curve and said westerly right-of-way line of Bruce Road as shown on said acquisition plat, to the beginning of a 20.00 foot radius curve to the left;

Thence following said curve, northwesterly, through a central angle of $14^{\circ}26'41''$ a distance of 5.04 feet to the southerly right-of-way line of Humboldt Road as shown on said acquisition plat;

Thence along said southerly right-of-way line, North 81°51'36" West, 54.73 feet to the beginning of a 730.00 foot radius curve to the right;

Thence northwesterly, along the arc of said curve, through a central angle of 11°38'06" a distance of 148.24;

Thence North 81°51'36" West, 229.29 feet;

Thence North 08°08'24" East, 15.00 feet;

Thence continuing northwesterly along said southerly right-of-way line of Humboldt Road to the northeast corner of Parcel 1 as shown on said certain map filed in Book 119 of Parcel Maps, at Page 87;

Thence leaving said northeast corner and said southerly right-of-way line along said easterly line of Parcel 1, South 00°15'00" East, 610.20 feet to the True Point of Beginning.

Containing 29.5 acres, more or less.

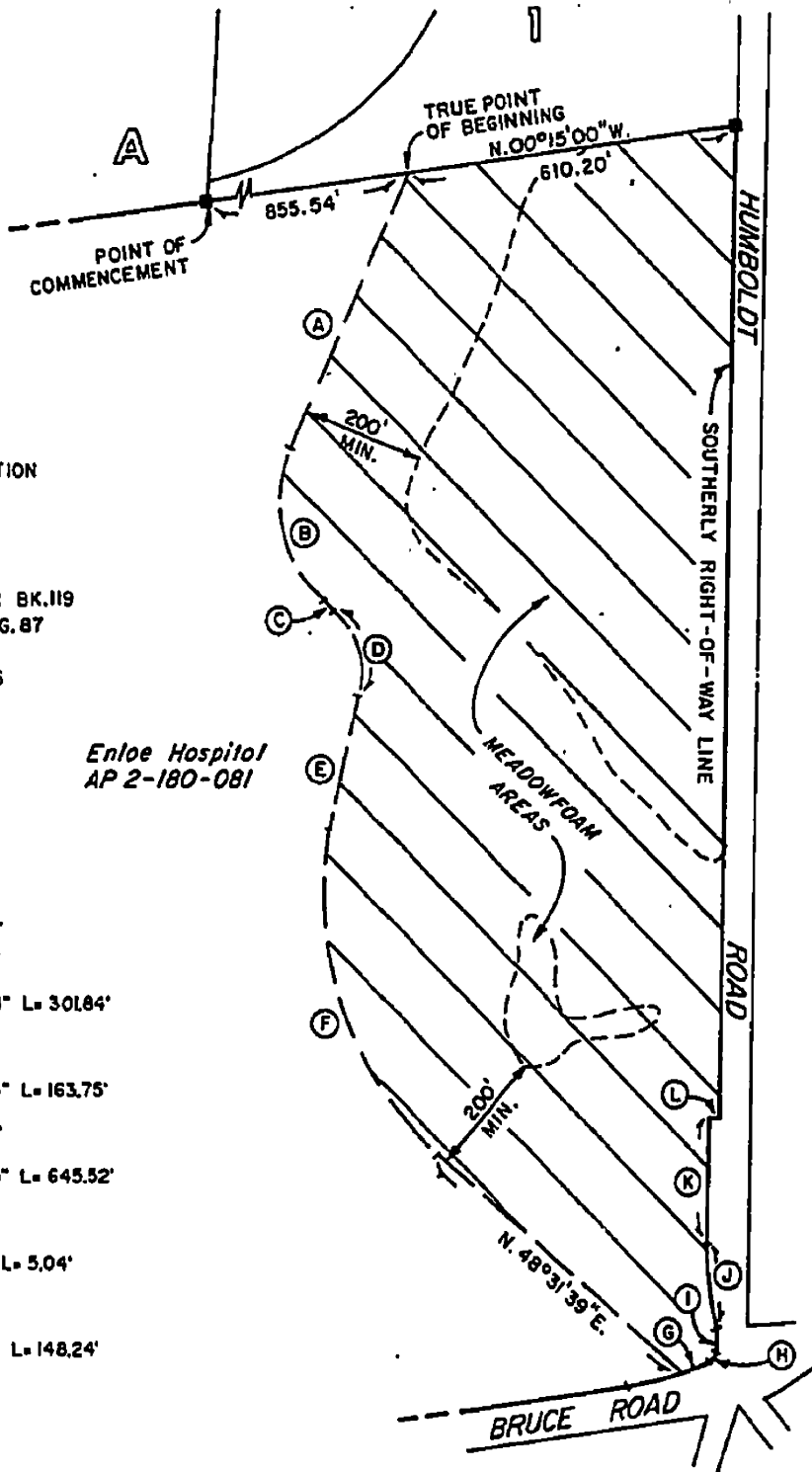
The above described property is a portion of Assessors Parcel Number 002-180-081.

By: NS. E.

Checked: TD

Approved: Tom Alexander

Date: 11/5/96



LEGEND

AREA OF CONSERVATION EASEMENT

LINE NOT TO SCALE

PARCEL NUMBER PER BK.119 PARCEL MAPS, AT PG.87

MEADOWFOAM AREAS

*Enloe Hospital
AP 2-180-081*

COURSE DATA

- (A) S. 63°56'23" E., 533.48'
- (B) R= 250.00' D= 69°10'34" L= 301.84'
- (C) N. 5°31'50" E., 22.24'
- (D) R= 160.00' D= 58°38'24" L= 163.75'
- (E) S. 69°49'46" E., 239.86'
- (F) R= 600.00' D= 61°38'35" L= 645.52'
- (G) R= 750.00'
- (H) R= 20.00' D= 14°26'41" L= 5.04'
- (I) N. 81°51'36" W., 54.73'
- (J) R= 730.00' D= 11°38'06" L= 148.24'
- (K) N. 81°51'36" W., 229.29'
- (L) N. 08°08'24" E., 15.00'

CITY OF CHICO

DEPARTMENT OF PUBLIC WORKS

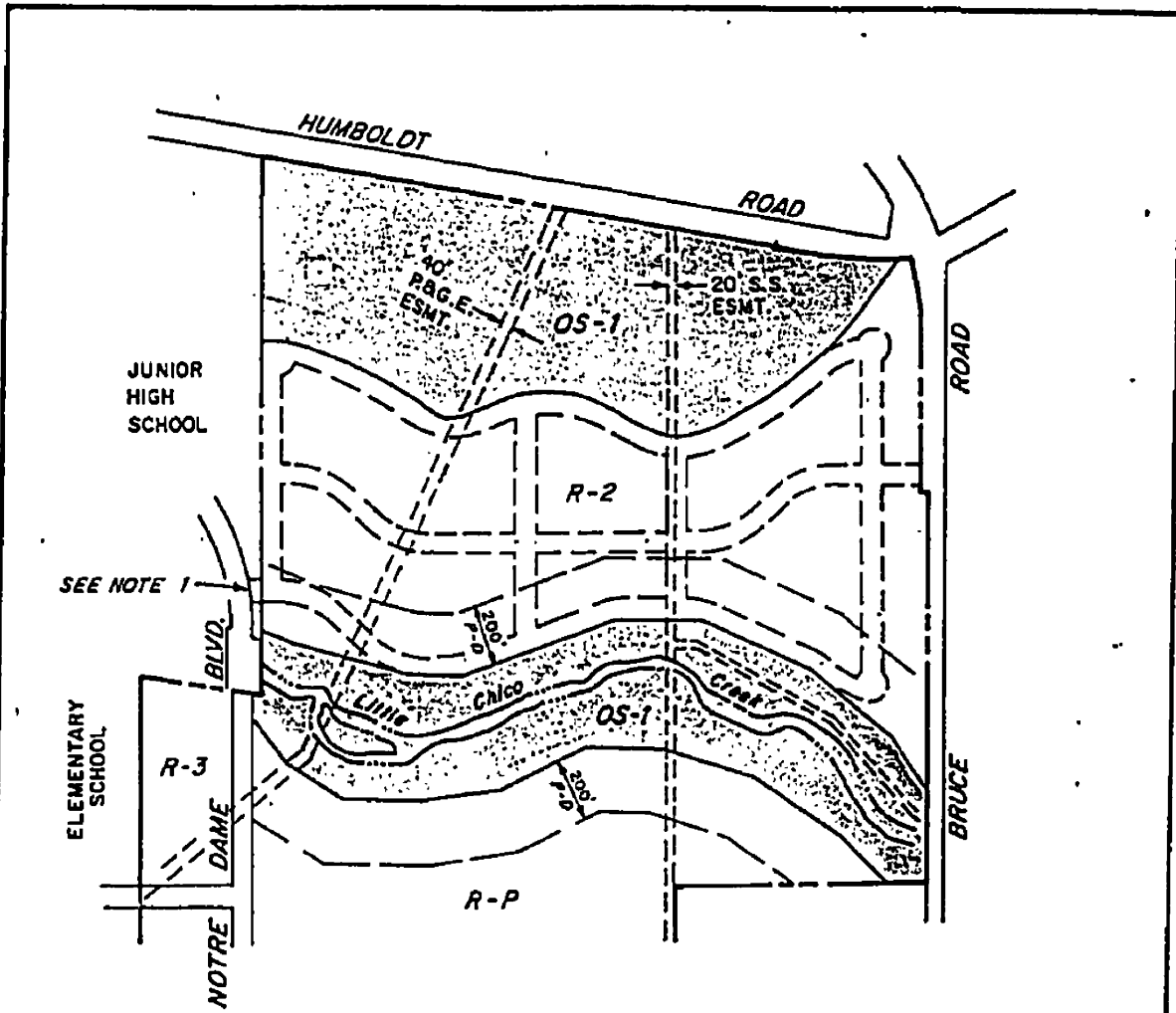
DRAWN BY NS.E DATE OCT. 1996
 CHECKED TA SCALE 1" = 300'

APPROVED Tom Alexander
 ASST. DIPECTOR OF PUBLIC WORKS

**CONSERVATION EASEMENT
(N.T. ENLOE MEMORIAL HOSPITAL)**

**EXHIBIT
"G"**

SHEET 3 OF 3



NOTE:

1. EXACT LOCATION OF ACCESS TO NOTRE DAME BLVD. TO BE DETERMINED BY CITY OF CHICO PUBLIC WORKS DEPARTMENT.



REVISION	BY	DATE

CITY OF CHICO		DEPARTMENT OF PUBLIC WORKS	
DRAWN BY <u>NS.E.</u> DATE <u>SEPT. 1996</u>		SCHEMATIC DESIGN OF SECONDARY STREETS IN R-2 ZONE (N.T. ENLOE MEMORIAL HOSPITAL)	
CHECKED <u>TA</u> SCALE <u>1"=500'</u>			
APPROVED <u>Tom Alexander</u> ASST. DIRECTOR OF PUBLIC WORKS		EXHIBIT "H" SHEET 1 OF 1	

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ORDINANCE NO. 2117
(Uncodified)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICO
APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
CHICO AND N.T. ENLOE MEMORIAL HOSPITAL

WHEREAS, N.T. Enloe Memorial Hospital, a non-profit corporation (hereinafter "Enloe"), has applied to the City of Chico (hereinafter "City") for approval of a general plan amendment, rezone, parcel map and use permit which will authorize development and use of a 240 acre parcel of real property located generally between Humboldt Road on the north, 20th Street on the south, Bruce Road on the east and the Notre Dame Boulevard extension on the west as a hospital campus as well as for certain residential and commercial purposes; and

WHEREAS, incident to and as a part of such applications, Enloe has also applied to City for approval of a proposed Development Agreement which addresses the permitted uses of such property, the density or intensity of such uses, the dedication of land for public purposes and the construction of certain public improvements within the boundaries of the property, all as provided for by Section 65864 et seq. of the Government Code and Chapter 19.2 of the Chico Municipal Code; and

WHEREAS, this Council, by this Ordinance, now desires to approve such Development Agreement; and

WHEREAS, in connection with its approval of the Development Agreement this Council has found that the development provided for by such Agreement is consistent, in all respects, with the City of Chico General Plan, as amended by separate resolution to be

1 adopted concurrently herewith; and

2 WHEREAS, in connection with approval of the Development
3 Agreement this Council has considered the final environmental
4 impact report prepared for this project and by separate resolution
5 being adopted concurrently herewith has certified such
6 environmental impact report and made all of the findings required
7 by the California Environmental Quality Act which are necessary to
8 approve the project and this Development Agreement.

9 NOW, THEREFORE, BE IT ORDAINED by the City Council of the
10 City of Chico as follows:

- 11 1. That the certain Development Agreement between the City of
12 Chico and N.T. Enloe Memorial Hospital, a copy of which is on
13 file in the office of the City Manager, be and is hereby
14 approved.
- 15 2. On or after the effective date of this Ordinance the City
16 Manager is authorized and directed to execute the Development
17 Agreement on behalf of the City of Chico.
- 18 3. Within ten days after the effective date of this Ordinance,
19 the City Clerk is authorized and directed to cause the
20 executed Development Agreement to be recorded in the Office
21 of the Butte County Recorder.
- 22 4. This Ordinance and the provisions of this Ordinance approving
23 the Development Agreement shall not become effective unless
24 the resolution approving the General Plan amendment and the
25 ordinance rezoning the property subject to the Development
26 Agreement also become effective.

27 The foregoing ordinance was adopted by the City Council of
28 the City of Chico at its meeting held on the first day of

CHICO
MID VALLEY TITLE
247742506



006-0057552

REC'D RE FEI 00

County of
Butte
CAROLACE J. GR BBS
County Clerk-Records

100AM 03-Nov-2006 Bw
Pag of 8

Pursuant to § 6103 and § 27383
of the California Government
Code, the City of Chico is not
required to pay Butte County
recording fees.

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

AMENDMENT NO. 1

DEVELOPMENT AGREEMENT

For Property Between Humboldt Road, East 20th Street,
Bruce Road and Notre Dame Extension

(ENLOE HOSPITAL/CITY OF CHICO)

8-
BCW

WHEREAS, the City of Chico and Enloe Hospital entered into a Development Agreement dated February 25, 1997, which affects certain property between Humboldt Road, East 20th Street, Bruce Road and Notre Dame extension, and is recorded as document number 97-010955 in the Official Records of Butte County (the "Development Agreement"); and

WHEREAS, Pursuant to the Development Agreement, Enloe transferred 10 acres of the property subject to that agreement to the City; and

WHEREAS, the remainder of the property subject to the Development Agreement is now owned by New Urban Builders; and

WHEREAS, a portion of the ten acres transferred by Enloe to the City is now owned by Jarvis Gardens Senior Apartments Inc., (the "Jarvis Gardens Property") and is being developed for a low-income senior housing project; and

WHEREAS, the current owners of all of the properties subject to the Development Agreement now desire to release the Jarvis Gardens Property from that agreement in order to facilitate the development of the housing project:

NOW, THEREFORE, the parties agree to amend the Development Agreement as follows:

- 1. Paragraph (d) of section 2.2 is amended to read:

"(d) Concurrently with the execution of this Development Agreement, Landowner will deed in fee to the City an area south of 20th Street and East of Notre Dame consisting of approximately ten (10) acres, and City shall pay to Landowner the sum of \$350,000 for that property. Approximately seven acres of that property is intended to remain as open space or park. Landowner may utilize up five (5) acres of the seven acre parcel as part of a wetlands mitigation plan approved by the City and required as a condition of the development of the Property. The seven acre parcel is more particularly described on Exhibit "D".

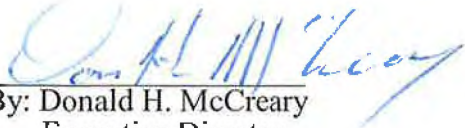
2. Exhibit "D" to the Development Agreement is hereby amended to read as set forth on the Exhibit "D" attached hereto.
3. All other sections of the Development Agreement remain the same.

City of Chico

Jarvis Gardens Senior Apartment Inc.



By: Gregory T. Jones
City Manager



By: Donald H. McCreary
Executive Director

Meriam Park LLC,



By: Thomas DiGiovanni
Sole Managing Member.

APPROVED AS TO FORM:
David R. Frank, City Attorney



By: Lori J. Barker
Assistant City Attorney

Authorized by Ordinance No. 2341
Adopted July 18, 2006

EXHIBIT D
DESCRIPTION OF 20TH STREET ACQUISITION
OPEN SPACE/PARK SITE AND WETLANDS MITIGATION AREA

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

BEING A PORTION OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 30, SAID POINT BEING MARKED BY A BRASS CAP IN CONCRETE STAMPED RCE 9033, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SKYWAY PARK UNIT NO. 1", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JUNE 3, 1965, IN BOOK 34 OF MAPS, AT PAGE(S) 1; THENCE ALONG THE EASTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 30, NORTH 00 DEG. 02' 33" EAST, 425.44 FEET TO A POINT IN THE SOUTHERLY LINE OF EAST 20TH STREET, AS SHOWN ON THE EAST 20TH STREET ACQUISITION NO. 11 RIGHT OF WAY, RECORDED DECEMBER 11, 1978, IN BOOK 2352, PAGE 162, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 89 DEG. 47' 40" EAST, 214.17 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE SOUTHERLY LINE OF EAST 20TH STREET ACQUISITION NO. 18 RIGHT OF WAY, RECORDED AUGUST 17, 1981, IN BOOK 2649, PAGE 591, OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89 DEG. 47' 40" EAST, 734.03 FEET TO THE BEGINNING OF AN 810.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEG. 57' 28" A DISTANCE OF 352.83 FEET; THENCE SOUTH 65 DEG. 14' 52" EAST, 560.66 FEET ALONG SAID SOUTHERLY LINE TO THE BEGINNING OF AN 850.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, SAID POINT BEING LOCATED ON THE NORTHERLY LINE OF THE RIGHT OF WAY ABANDONMENT AS SHOWN ON BRUCE ROAD AND EAST 20TH STREET ACQUISITION NO. 16 RECORDED DECEMBER 30, 1992, UNDER BUTTE COUNTY RECORDER'S SERIAL NO. 92-59507; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEG. 01' 25" A DISTANCE OF 208.04 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 30; THENCE SOUTH 88 DEG. 22' 52" WEST, 850.09 FEET ALONG SAID SOUTHERLY LINE TO THE NORTHEASTERLY LINE OF LOT 87, AS SHOWN ON SAID "SKYWAY PARK UNIT NO. 1"; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID "SKYWAY PARK UNIT NO. 1" THE FOLLOWING COURSES AND DISTANCES:

NORTH 63 DEG. 22' 17" WEST, 25.72 FEET;
NORTH 17 DEG. 30' 13" EAST, 25.00 FEET;
NORTH 75 DEG. 00' 15" WEST, 119.63 FEET;
NORTH 81 DEG. 41' 09" WEST, 79.80 FEET;
SOUTH 89 DEG. 44' 13" WEST, 308.53 FEET;
SOUTH 29 DEG. 16' 33" WEST, 34.48 FEET;
SOUTH 87 DEG. 33' 57" WEST, 108.61 FEET;
NORTH 77 DEG. 33' 39" WEST, 57.76 FEET;
SOUTH 88 DEG. 55' 07" WEST, 110.00 FEET;
SOUTH 59 DEG. 41' 25" WEST, 66.19 FEET TO THE NORTHWESTERLY CORNER OF LOT 123, OF SAID "SKYWAY PARK UNIT NO. 1", SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN DEED RECORDED FEBRUARY 28, 1969, IN BOOK 1556, PAGE 227, OFFICIAL RECORDS; THENCE NORTH 06 DEG. 47' 29" WEST, 80.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL ONE TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 83 DEG. 12' 36" WEST, 75.49 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL ONE TO THE NORTHWESTERLY CORNER THEREOF, SAID POINT BEING ON THE EASTERLY LINE OF NOTRE DAME BOULEVARD AND THE BEGINNING OF A NON-TANGENT 858.00 FOOT RADIUS CURVE CONCAVE EASTERLY, TO WHICH POINT A RADIAL LINE BEARS

SOUTH 88 DEG. 33' 37" WEST; THENCE NORTHERLY 18.48 FEET ALONG SAID CURVE AND EASTERLY LINE THROUGH A CENTRAL ANGLE OF 01 DEG. 14' 03"; THENCE NORTH 00 DEG. 12' 20" WEST, 265.99 FEET ALONG SAID EASTERLY LINE TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY 31.42 FEET THROUGH A CENTRAL ANGLE OF 90 DEG. 00' 00" TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 30. THE BEARING OF SAID LINE BEING NORTH 00 DEG. 22' 00" WEST PER SAID MAP BOOK 71 AT PAGE 74.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO JARVIS GARDENS SENIOR APARTMENTS INC., BY GRANT DEED RECORDED MARCH 30, 2006, SERIAL NO. 2006-0015711.

APN: 002-220-005 (PORTION)

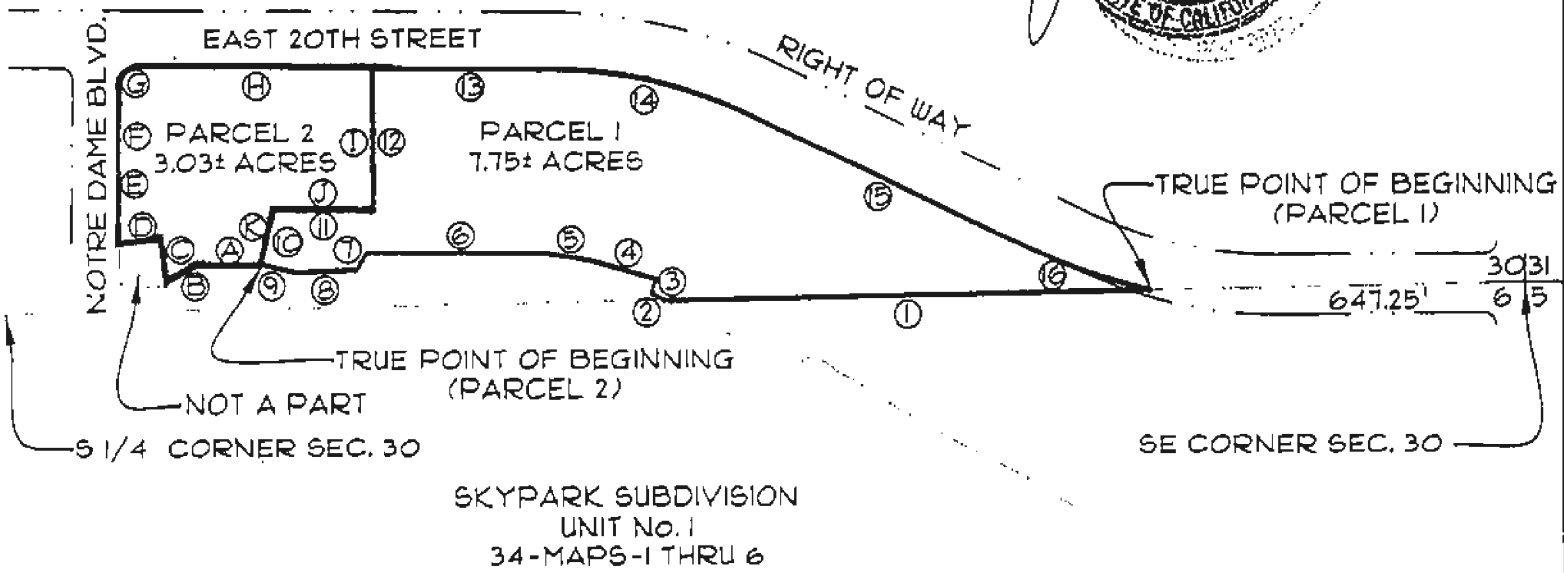
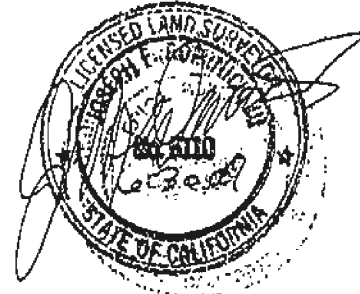
COURSE - PARCEL 1

No. ○	DESCRIPTION	
1	N89°04'05"E	849.67'
2	N63°41'47"W	25.73'
3	N18°10'43"E	25.00'
4	N74°19'45"W	119.63'
5	N81°00'39"W	79.90'
6	N89°35'17"W	308.53'
7	S29°57'03"W	34.48'
8	S88°14'27"W	108.61'
9	N76°53'09"W	57.76'
10	N13°08'48"E	95.85'
11	S89°31'01"W	170.07'
12	N00°28'59"W	247.00'
13	S89°31'01"E	311.30'
14	R=810' L=352.83' Δ=24°57'28"	
15	S64°33'33"E	560.65'
16	R=850' L=207.79' Δ=14°00'23"	

COURSE - PARCEL 2

No. ○	DESCRIPTION	
A	S89°35'37"W	110.00'
B	S60°21'55"E	66.19'
C	N06°07'12"W	80.00'
D	S83°54'37"E	75.49'
E	R=858' L=18.48' Δ=17°15'12"	
F	N00°28'59"E	265.84'
G	R=20' L=31.42' Δ=90°00'00"	
H	S89°31'01"E	422.72'
I	S00°28'59"W	247.00'
J	N89°31'01"W	170.07'
K	S13°08'48"W	95.85'

PM 97-01
145-PARCEL MAPS 79 THRU 83



SKYPARK SUBDIVISION
UNIT No. 1
34-MAPS-1 THRU 6

DEPARTMENT OF PUBLIC WORKS

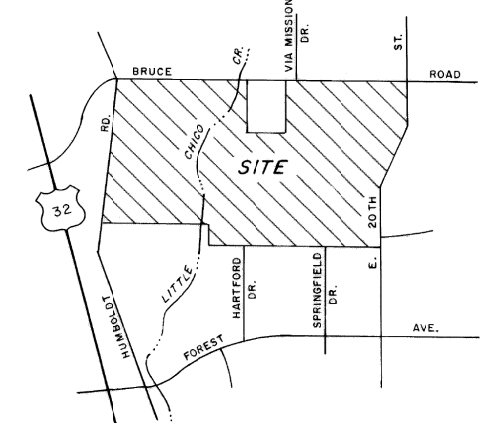
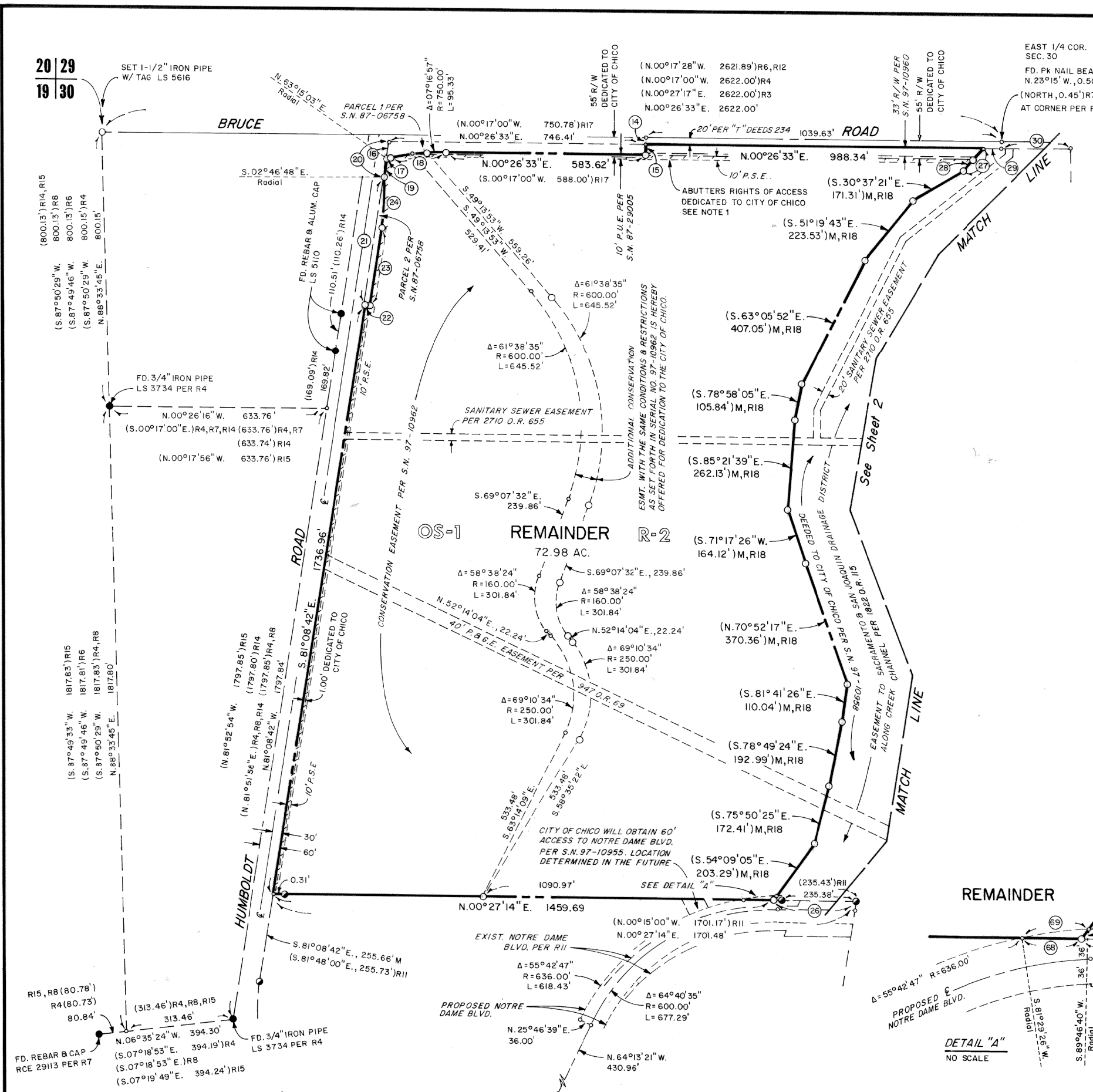
EXHIBIT
D
Page 3 of 3

PLAT DESCRIPTION
FOR
JARVIS GARDENS

CITY OF CHICO

DRAWN BY: FJS DATE: 10-24-05
CHECKED BY: JFD SCALE: 1"=300'
APPROVED: DIRECTOR OF PUBLIC WORKS

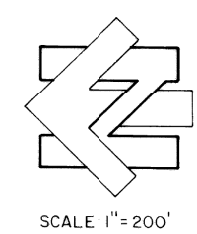
20 | 29
19 | 30



LOCATION MAP
NOT TO SCALE

LEGEND

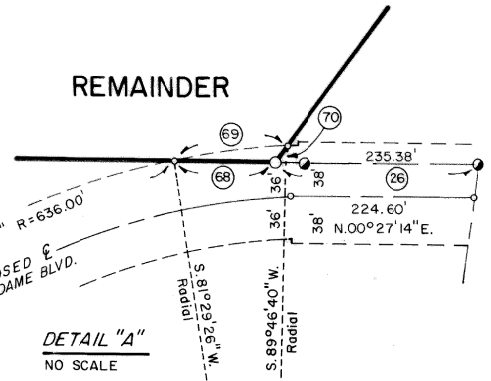
- SET 3/4" IRON PIPE TAGGED LS 5616
- FOUND 3/4" IRON PIPE TAGGED LS 4035 PER R11
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POINT
- C CALCULATED DATA
- M MEASURED DATA
- R8 RECORD REFERENCE - SEE SHEET 4
- () EMBRACES RECORD DATA
- (2) COURSE DATA - SEE SHEET 4
- P.S.E. PUBLIC SERVICE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- 30** SECTION NUMBER PER T.22N., R.2E., M.D.M.
- PARCEL MAP BOUNDARY
- ABUTTERS RIGHTS OF ACCESS - DEDICATED TO THE CITY OF CHICO - SEE NOTE 1
- R=2 EXISTING ZONING



SCALE 1" = 200'

NOTES

1. THERE WILL BE 1 ACCESS POINT ALONG BRUCE ROAD FOR THE BENEFIT OF THE "REMAINDER" PARCEL. THE EXACT LOCATION IS TO BE DETERMINED IN THE FUTURE.
2. THE HEREON SHOWN REAL PROPERTY IS COVERED BY A DEVELOPMENT AGREEMENT AS SHOWN UNDER SERIAL NO. 97-10955.
3. BOOK 2057 OFFICIAL RECORDS, PAGE 612 PROVIDES FOR AN EASEMENT TO STATE TV CABLE FOR AERIAL AND UNDERGROUND WIRES ALONG HUMBOLDT ROAD AND BRUCE ROAD. EASEMENT IS NOT DEFINED AND ITS EXACT LOCATION IS NOT LOCATABLE.
4. SERIAL NOS. 87-44555 AND 87-46904 PROVIDE FOR A GRANT OF LICENSE FROM THE CITY OF CHICO FOR THE INSTALLATION OF A WATERLINE WITHIN CITY OF CHICO R/W AT BRUCE ROAD BRIDGE ACROSS LITTLE CHICO CREEK.



PARCEL MAP NO. 97-01

BEING A PORTION OF SECTION 30,
T. 22N., R. 2E., M.D.M.
CITY OF CHICO • BUTTE CO. • CAL.
for
N.T. ENLOE MEMORIAL HOSPITAL
a non-profit California corporation

NorthStar
ENGINEERING

CIVIL ENGINEERS • PLANNERS • SURVEYORS
20 DECLARATION DRIVE • CHICO, CALIFORNIA 95973
(530) 893 - 1600 Fax (530) 893 - 2113

APN 02-18-096 8.02-22-004 JANUARY 1998 JOB NO. 5838

19.80.060 Establishment of TND designations.

The following designations are established to apply to property zoned TND. These designations are applied to property through the approval of a regulating plan and a circulating plan in compliance with Chapter 19.82.

A. Neighborhood Edge (NE). The NE designation is intended primarily for lower density residential development with single-family dwellings, but may also include multi-family dwelling building types such as duplexes, bungalow courts, and courtyard housing, that have a scale and character compatible with single-family dwellings. Building heights may be a maximum of two stories.

B. Neighborhood General (NG). The NG designation is intended to provide a wide variety of housing types and densities and limited neighborhood-serving commercial activities. Building heights may be a maximum of three stories.

C. Neighborhood Center (NC). The NC designation is intended to provide for civic and public assembly uses, small-scale commercial and mixed-use buildings, together with courtyard housing and other residential buildings at higher densities than in the NG subzone. This designation is intended to accommodate a variety of activities and services within easy walking distance from homes, including daily convenience shopping and personal service needs, and to provide opportunities for public gathering. Building heights may be a maximum of three stories.

D. CORE. The CORE designation is intended for the most urban conditions within the TND zone. It is intended to accommodate a mixture of land uses emphasizing ground-floor retail with offices and residential above and to provide for lodging, restaurant, entertainment, and civic uses. Street frontages are pedestrian-oriented, and defined by building facades at the back of the sidewalk, with off-street parking provided in structures or located away from street frontages, behind buildings and includes on-street parking as a component of the total parking program. Buildings may be a maximum of four stories.

E. Special District (SD). The SD designation is intended to create areas within a TND zone that are intended for limited types of development and land uses, with less mixing of land use types than in areas assigned the other designations. Allowed building types, frontage types, and land uses are determined through approval of the regulating plan assigning the SD designation to particular property. Maximum building heights shall also be determined through approval of the regulating plan but shall not exceed a maximum of three stories.

(Ord. 2358 §22)



Central Valley Regional Water Quality Control Board

14 May 2020

Mike Sawley, Senior Planner
City of Chico Community Development Department
P.O. Box 3420
Chico, CA 95927-3420

COMMENTS ON THE MERIAM PARK NORTH VESTING TENTATIVE SUBDIVISION MAP (S 20-01), APN NUMBER 002-180-198, CHICO, BUTTE COUNTY

The Central Valley Regional Water Quality Control Board (Central Valley Water Board) is a responsible agency for this project, as defined by the California Environmental Quality Act (CEQA). On 5 May 2020, we received your request for comments on the Meriam Park North Vesting Tentative Subdivision Map (S 20-01) (Project).

The project consists of dividing approximately 73 acres of the previously approved 270-acre Meriam Park site into 238 lots. The subdivision map would also establish a street network for this portion of the Meriam Park site north of the creek and the parcels would subsequently be developed in compliance with the City of Chico's form-based "Traditional Neighborhood Development" code. The Project site is located generally north of Little Chico Creek, west of Bruce Road, south of Humboldt Road and east of Notre Dame Boulevard.

Based on our review of the information submitted for the proposed project, we have the following comments:

General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP)

Construction activity, including demolition, resulting in a land disturbance of one acre or more must obtain coverage under the CGP. The Project must be conditioned to implement storm water pollution controls during construction and post-construction as required by the CGP. To apply for coverage under the CGP the property owner must submit Permit Registration Documents electronically prior to construction. Detailed information on the CGP can be found on the State Water Board website [Water Boards Stormwater Construction Permits](https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml) (https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

KARL E. LONGLEY SCD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

364 Knollcrest Drive, Suite 205, Redding, CA 96002 | www.waterboards.ca.gov/centralvalley

Attachment I

Isolated wetlands and other waters not covered by the Federal Clean Water Act

Some wetlands and other waters are considered "geographically isolated" from navigable waters and are not within the jurisdiction of the Clean Water Act. (e.g., isolated wetlands, vernal pools, or stream banks above the ordinary high-water mark). Discharge of dredged or fill material to these waters may require either individual or general waste discharge requirements from the Central Valley Water Board. If the U.S. Army Corps of Engineers determine that isolated wetlands or other waters exist at the project site, and the project impacts or has potential to impact these non-jurisdictional waters, a Report of Waste Discharge and filing fee must be submitted to the Central Valley Water Board. The Central Valley Water Board will consider the information provided and either issue or waive Waste Discharge Requirements. Failure to obtain waste discharge requirements or a waiver may result in enforcement action.

Any person discharging dredge or fill materials to waters of the State must file a report of waste discharge pursuant to Sections 13376 and 13260 of the CWC. Both the requirements to submit a report of waste discharge and apply for a Water Quality Certification may be met using the same application form, found at [Water Boards Adopted Orders for Water Quality](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf) (http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf)

Post-Construction Storm Water Requirements

Studies have found the amount of impervious surface in a community is strongly correlated with the impacts on community's water quality. New development and redevelopment result in increased impervious surfaces in a community. Post-construction programs and design standards are most efficient when they involve (i) low impact design; (ii) source controls; and (iii) treatment controls. To comply with Phase II Municipal Storm Water Permit requirements the City of Chico must ensure that new developments comply with specific design strategies and standards to provide source and treatment controls to minimize the short and long-term impacts on receiving water quality. The design standards include minimum sizing criteria for treatment controls and established maintenance requirements. The proposed project must be conditioned to comply with post-construction standards adopted by the City of Chico in compliance with their Phase II Municipal Storm Water Permit.

Inactive Supply Well Destruction

While plans include inactive supply well destructions, staff are nonetheless potentially concerned about ongoing pollutant conduits at depth. On NorthStar Engineering (NorthStar) maps, Note 19 describes remaining onsite wastewater treatment systems and supply wells. NorthStar proposes to abandon both under Butte County permit, which staff find prudent within the Chico Urban Area Nitrate Compliance Program (CUANCP) boundary. Regarding inactive wells, Butte County Environmental Health Division *Land Use Policies, Part E, Issues of Water Quality, 2*, require sanitary well seals to 80 feet below grade surface in the CUANCP. County Health Officers also apply

this policy to well destructions. While staff find that these policies may provide adequate minimum water quality protection, we have potential concerns about remaining static vertical pollution conduits at depth (after Gailey 2017). We request that the landowner make reasonable effort to determine well constructions and terminal depths and propose appropriate well destruction methods for the County Health Officer's approval to mitigate potential for ongoing vertical conduits.

Reference:

Gailey, R.M. (2017). Inactive supply wells as conduits for flow and contaminant migration: conditions of occurrence and suggestions for management. *Hydrogeology Journal*, 15 May.

Burn Dump Waste

The Central Valley Water Board staff previously oversaw cleanup activities in this area to address burn ash and waste debris associated with a former burn dump. At the completion of cleanup activities, burn ash and waste debris remained in several inaccessible locations in the vicinity of the proposed subdivision and could be encountered by redevelopment activities. For more information, please refer to the enclosed Central Valley Water Board letter.

Closing

If you have any questions or comments regarding this matter, please contact me at (530) 224-4784 or by email at Lynn.Coster@waterboards.ca.gov.



Lynn Coster
Senior Environmental Scientist
Storm Water & Water Quality Certification Unit

LC: db

Enclosure: 2 July 2018 Central Valley Water Board Letter

cc: NorthStar, Chico