

Recorded at request of: )  
City Clerk )  
City of Woodland )  
)  
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300 First Street )  
Woodland, CA 95695 )  
Attention: City Clerk )  
)

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Exempt from filing fees pursuant to Government Code §6103 and §27383

**DEVELOPMENT AGREEMENT NO. [\_\_\_\_\_]**

**RUBY ESTATES**

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN**

**CITY OF WOODLAND**

**and**

**THE NEW HOME COMPANY NORTHERN CALIFORNIA LLC**

**and**

**RUBY REALTY INVESTORS, LLC**

## AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [\_\_\_\_\_]

This Amended and Restated Development Agreement (hereinafter “Agreement”) is entered into as of this \_\_\_ day of \_\_\_\_\_, 2022 (“Entry Date”) by and between the City of Woodland, California (“CITY”), The New Home Company Northern California LLC, a Delaware Limited Liability Company (“OWNER”), and Ruby Realty Investors, LLC, a California limited liability company (“ENTRY DATE OWNER”) each of whom shall be referred to as a “party” and together as the “parties.”

### RECITALS

WHEREAS, CITY and Russell Ranch Development previously entered into that certain development agreement on or around January 6, 2006 by Ordinance No. 1453, a memorandum of which was recorded in the Yolo County Recorder’s Office official records (“Official Records”) on April 25, 2006 as document number 2006-0016191, which was partially assigned and assumed by Turn of the Century as reflected in the partial assignment and assumption of development agreement entered into on or around August 21, 2014 and recorded in the Official Records on August 22, 2014 as document number 2014-0019054-00, further, Turn of the Century LLC, previously entered into or amended a development agreement, approved by the City Council of the City of Woodland by Ordinance No. 1563 adopted on or around June 17, 2014, a memorandum of which was recorded in the Official Records on August 22, 2014 as document number 2014-0019055-00, with subsequent second amendment to the development agreement on December 15, 2015 approved by the City Council of the City of Woodland by Ordinance No. 1595 on December 15, 2015, a memorandum of which was recorded in the Official Records on April 21, 2016 as document number 2016-0010196-00, regarding the Property (as defined below) as well as other properties within the city (the foregoing agreements and amendments are collectively referred to herein as the “Original Development Agreement”). Turn of the Century LLC subsequently transferred its property interests, and associated agreements, to various developers; and

WHEREAS, as of the Entry Date, the property generally located at the northwest corner of County Road 25A and Mickle Avenue with Yolo County Assessor’s Parcel Number 042-030-054 (the “Property”) and subject to this Agreement is owned by Entry Date Owner. The Property is more fully described in Exhibit “A” and shown on Exhibit “B” to this Agreement. As of the Entry Date, Entry Date Owner and Owner have entered into a lease agreement with option to purchase the Property. The parties acknowledge and agree that OWNER has a legal or equitable interest in the Property; and

WHEREAS, Entry Date Owner, as the party presently holding the fee title interest in the Property, shall be solely responsible for all obligations of “Owner” under this Agreement until such time that Owner (or a Land Banking Entity as defined below and as applicable) acquires fee title to the Property, and Owner shall have no responsibilities or liabilities as “Owner” or otherwise under this Agreement unless and until such time that Owner acquires fee title to the Property; and

WHEREAS, in the event Owner (or a Land Banking Entity as defined below and as applicable) obtains the fee title interest to the Property from Entry Date Owner, Entry Date Owner's responsibility for all obligations of "Owner" under this Agreement shall automatically terminate, Entry Date Owner shall automatically be released under this Agreement and all rights and obligations under this Agreement from and after the acquisition of fee title interest shall automatically transfer to Owner (or the Land Banking Entity as applicable) without the need for further consent or approval by City, Entry Date Owner or Owner; and

WHEREAS, unless and until Owner obtains the fee title interest to the Property from Entry Date Owner, Owner shall have no responsibility or liability for obligations of "Owner" or otherwise under this Agreement, and all rights and obligations under this Agreement shall remain with Entry Date Owner without the need for further consent or approval by City, Entry Date Owner or Owner; and

WHEREAS, as consented and agreed to by City, Entry Date Owner and Owner, this Agreement is intended to and hereby replaces and supersedes in its entirety the Original Development Agreement with respect to the Property only, and following the Effective Date and recordation of this Agreement, the City and Entry Date Owner shall cause the recordation of the Termination of Original Development Agreement (as defined below); and

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan ("Plan"), which encompasses the Property, and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, OWNER and CITY wish to enter into this Development Agreement pursuant to the Plan, allowing for the construction of a project as described herein ("Project"); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its Property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just, and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety, and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this Agreement is of

major significance because it will enable CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on CITY; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters related to the approval of development agreements; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended;

### COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### 1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Woodland.

1.1.4 “Commencement Date” means the date the Term of this Agreement commences.

1.1.5 “Development” or “Develop” means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” or “Develop” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to (i) specific plans and specific plan amendments, (ii) tentative and final subdivision and parcel maps, including but not limited to tentative subdivision map number 5221, (iii) conditional use permits, including but not limited to conditional use permit number PLNG-22-00003, public use permits and plot plans, (iv) zoning and planned development, including but not limited to planned development overlay Ordinance No. 1693, (v) and grading and building permits \_\_\_\_\_, (vi).

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Entry Date” means the date indicated on the first paragraph of this Agreement.

1.1.12 “Entry Date Owner” means Ruby Realty Investors, LLC, a California limited liability company.

1.1.13 “Land Banking Entity” means the entity under a land banking structure whereby (i) any of The New Home Company Northern California LLC, a Delaware Limited Liability Company or its owners, members or principals shall be the sole beneficiary (e.g., an optionee) of the land bank with an exclusive right to acquire some or all of the Property from such land banking entity and (ii) any of The New Home Company Northern California LLC, a Delaware Limited Liability Company or its owners, members or principals shall remain in full control of, and be primarily responsible for, the processing and completion of remaining entitlements for some or all of the Property to be processed by The New Home Company Northern California LLC and the construction and completion of improvements on some or all of the Property.

1.1.14 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.15 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 “OWNER” or “Owner” means The New Home Company Northern California LLC, a Delaware Limited Liability Company and their successors in interest to all or any part of the Property; provided, however, that The New Home Company Northern California LLC shall have no duty, responsibility, obligation or liability of Owner under this Agreement or otherwise unless and until such time that The New Home Company Northern California LLC

acquires fee title interest to some or all of the Property; and provided further, that if The New Home Company Northern California LLC does not acquire fee title interest to some or all of the Property, and/or until such time that The New Home Company Northern California LLC acquires fee title to some or all of the Property, Owner shall mean and refer to Entry Date Owner (or a Land Banking Entity as applicable).

1.1.17 “Project” means the development of the Property contemplated by the Development Plan as such Development Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement. The Project includes eighty-seven (87) single-family residential lots for purchase.

1.1.18 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.19 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.1.19 “Termination of Original Development Agreement” means the document in substantially the form attached hereto as Exhibit “G” to this Agreement to be executed and acknowledged by Entry Date Owner and City to further memorialize the termination of the Original Development Agreement and to remove the Original Development Agreement as a matter of public record.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” - Legal Description of the Property

Exhibit “B” - Map showing Property and its location

Exhibit “C” - Tentative Map, Site Plan, Landscape Plan,  
Architectural Renderings (from the July 19<sup>th</sup>, 2022, City Council Hearing)

Exhibit “D” - Development Standards for Ruby Estates

Exhibit “E” - Conditions of Approval

Exhibit “F” – Fees

Exhibit “G” - Termination of Original Development Agreement

## 2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. As of the Entry Date, Entry Date Owner and Owner have entered into a lease agreement with option to purchase the Property. The parties acknowledge and agree that OWNER has an equitable or legal interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall be in force for a period of 10 years thereafter (the “Initial Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. Owner may elect to extend the Term by up to two successive two (2) year periods (for a maximum Term of 14 years) upon written notice to CITY no later than 90 days prior to the date the Term would otherwise expire. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property, including but not limited to tentative subdivision map number 5221, shall have a duration that is the greater of (i) a duration co-extensive with the duration of this Agreement, in which case no application to extend the expiration date of any tentative map need be filed, or (ii) such time approved in accordance with state law or Land Use Regulations. In accordance with Government Code Section 65639.9, all Development Approvals for any portion of the Project that have a term or expiration shall automatically be extended for a term ending concurrently with the applicable tentative subdivision map for the Project as set forth in this Section.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Owner’s interest in or fee title to the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm, legal entity, limited liability company, or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement as applicable to



such sale, transfer or assignment, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Except as set forth below or in this Agreement, any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1 (if required), the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed (if required).

2.4.1.1 Notwithstanding the foregoing or anything set forth in Section 2.4, the Property may be sold, transferred or assigned in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) by (a) Entry Date Owner to (i) Owner or (ii) a Land Banking Entity, (b) Owner to a Land Banking Entity, or (c) Land Banking Entity to Owner, with or without an assignment and assumption of the rights, duties and obligations arising under or from this Agreement or the Assignment and Assumption Agreement referenced above, with notice to CITY, and upon such sale, transfer or assignment, the transferring Entry Date Owner, Owner or Land Banking Entity, as applicable, shall be released from this Agreement, except to the extent such Entry Date Owner, Owner or Land Banking Entity is in default hereunder prior thereto, without the need for further consent or approval by City. If City issues a notice of default under this Agreement to Entry Date Owner or Land Banking Entity, City shall concurrently provide Owner with written notification of such default by Entry Date Owner or Land Banking Entity and provide Owner the right, but not the duty, responsibility, obligation or liability, to cure such default within either sixty (60) days after the notification is provided to Owner or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default. Effective upon the sale, transfer or assignment, (i) a default under this Agreement that occurs after such sale, transfer or assignment by the transferring Entry Date Owner, Owner or Land Banking Entity that pertains to a portion of the Property other than the portion conveyed to the transferee shall not be considered or acted upon by the City as a default by the transferee Entry Date Owner, Owner or Land Banking Entity and shall not affect the transferee's rights or obligations hereunder and (ii) a default under this Agreement by the transferee Entry Date Owner, Owner or Land Banking Entity shall not be considered or acted upon by the City as a default by the transferring Entry Date Owner, Owner or Land Banking Entity and shall not affect the transferring Entry Date Owner, Owner or Land Banking Entity's rights and obligations hereunder to the extent any remain. For purposes of clarification, City may not terminate this Agreement as to a transferring Entry Date Owner, Owner or Land Banking Entity based on a default of the transferee, nor may City terminate this Agreement as to the transferee based on a default by a transferring Entry Date Owner, Owner or Land Banking Entity that occurs after the sale, transfer or assignment and pertains to portions of the Property retained by the transferring Entry Date Owner, Owner or Land Banking Entity and not the portions of the Property conveyed to transferee.

2.4.1.2 Entry Date Owner, as the party presently holding the fee title interest in the Property, shall be solely responsible for all obligations of “Owner” under this Agreement until such time that The New Home Company Northern California LLC, a Delaware Limited Liability Company (or a Land Banking Entity as applicable) acquires fee title to the Property, and The New Home Company Northern California LLC, a Delaware Limited Liability Company shall have no duty, responsibility, obligation or liability of or as “Owner” or otherwise under this Agreement unless and until such time that The New Home Company Northern California LLC acquires fee title to some or all of the Property. Without limiting anything set forth in this Agreement, in the event The New Home Company Northern California LLC (or a Land Banking Entity as applicable) obtains the fee title interest to the Property from Entry Date Owner, Entry Date Owner’s responsibility for all obligations of “Owner” under this Agreement shall automatically terminate, Entry Date Owner shall automatically be released under this Agreement and all rights and obligations under this Agreement from and after the acquisition of fee title interest (excluding defaults, if any) shall automatically transfer to The New Home Company Northern California LLC (or the Land Banking Entity as applicable) without the need for further consent or approval by City, Entry Date Owner or The New Home Company Northern California LLC. Unless and until The New Home Company Northern California LLC obtains the fee title interest to some or all of the Property from Entry Date Owner (or the Land Banking Entity as applicable), The New Home Company Northern California LLC shall have no duty, responsibility, obligation or liability of or as “Owner” or otherwise under this Agreement, The New Home Company Northern California LLC shall automatically be released under this Agreement and all rights and obligations under this Agreement shall remain with Entry Date Owner (or the Land Banking Entity as applicable) without the need for further consent or approval by City, Entry Date Owner or The New Home Company Northern California LLC. Concurrent with the sale, transfer or assignment of the Property pursuant to Section 2.4.1 and 2.4.2 hereof, the Entry Date Owner and/or Owner, as applicable, shall provide notice to City of such sale, assignment or transfer as provided for in Section 2.7 of this Agreement.

2.4.2 Release of Transferring Owner. Except as set forth in Section 2.4.1 or otherwise in this Agreement, notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY in its reasonable discretion without condition or delay, and a transferring OWNER shall be automatically released upon the full satisfaction by such transferring OWNER of the following conditions:

- (a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.
- (b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above, if required above.

(d) For obligations that are secured, the purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of secured obligations hereunder.

The transferring Owner shall be released, except to the extent such Owner is in default hereunder prior thereto. Effective upon the sale, transfer or assignment, (i) a default under this Agreement that occurs after such sale, transfer or assignment by the transferring Owner that pertains to a portion of the Property other than the portion conveyed to the transferee shall not be considered or acted upon by the City as a default by the transferee Owner and shall not affect the transferee's rights or obligations hereunder and (ii) a default under this Agreement by the transferee Owner shall not be considered or acted upon by the City as a default by the transferring Owner and shall not affect the transferring Owner's rights and obligations hereunder to the extent any remain. For purposes of clarification, City may not terminate this Agreement as to a transferring Owner based on a default of the transferee, nor may City terminate this Agreement as to the transferee based on a default by a transferring Owner that occurs after the sale, transfer or assignment and pertains to portions of the Property retained by the transferring Entry Date Owner, Owner or Land Banking Entity and not the portions of the Property conveyed to transferee.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user, and any member of the home buying public or other ultimate user purchasing a completed residence shall not have any liability or obligation under this Agreement. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the

lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement; Operating Memoranda. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. The provisions of this Agreement require a close degree of cooperation between the City and the Owner. Clarifications to this Agreement may be appropriate with respect to the details of performance of the City and the Owner. When and if the Owner finds it necessary or appropriate to make clarifications to matters, items or provisions set forth in this Agreement, the parties shall effectuate such changes, adjustments or clarifications through operating memoranda (the "Operating Memoranda") approved by the parties in writing which reference this Section. Operating Memoranda are not intended to constitute an amendment to this Agreement but ministerial clarifications; therefore public notices and hearings shall not be required. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 2.5 or whether the requested clarification is of such a character to constitute an amendment hereof. The City Manager shall be authorized to execute any Operating Memoranda hereunder on behalf of City. Notwithstanding the foregoing, nothing contained in this paragraph shall prevent the City Manager from bringing an issue of clarification before the City Council for the City Council's determination..

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.6.1 Automatic Termination as to Residential Lots/Notice of Termination as to Other Parcels. This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single family residential lot with a parcel designated by the Development Approvals for residential use, upon completion of construction and issuance by CITY of a final occupancy permit for a dwelling unit upon such single family residential lot and the conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for the single family residential lot and dwelling unit, CITY shall confirm that all improvements that are required to serve the residential lot, as determined by CITY, have (1) been accepted by CITY, or (2) in CITY's discretion, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single family residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Owner's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

2.6.2 Notwithstanding any other provision set forth in this Agreement to the contrary, if Owner reasonably determines a referendum election or other action challenging the validity or legality of this Agreement, and/or any of the Development Approvals for the Project, could substantially impair Owner's rights or substantially increase its obligations or risks hereunder or thereunder, then Owner, in its sole and absolute discretion, shall have the right to terminate this Agreement upon delivery of a written notice of termination to City, in which event neither Party shall have any further rights or obligations hereunder, except that Owner's obligations under Section 8.2 of this Agreement for the period of time until Owner notifies City in writing that Owner has elected to exercise its right to terminate pursuant to this Section 2.6.2 shall survive any termination pursuant to this Section 2.6.2.

## 2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing: (i) delivered in person to the recipient named below; or (ii) sent by registered mail, postage and postal charges prepaid, and addressed to the recipient named below. Delivery shall be presumed delivered upon actual receipt by personal delivery, electronic delivery (e-mail), or within three (3) days following deposit thereof in United States Mail, provided that if notice is by e-mail, then a copy of the notice shall also be contemporaneously sent by regular mail, postage prepaid to the person and address provided below. All notices shall be addressed as follows:

If to CITY:

City of Woodland  
300 First Street  
Woodland, CA 95695  
Attn: City Manager  
Telephone: (530) 661-5800  
Facsimile: (530) 661-5848  
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger  
500 Capitol Mall, Suite 1700  
Sacramento, CA 95814  
Attn: Woodland City Attorney  
Telephone: (916) 325-4000  
Facsimile: (916) 325-4010  
Email: ethan.walsh@bbklaw.com

If to ENTRY DATE OWNER:

Ruby Realty Investors, LLC  
1480 Moraga Road C103  
Moraga, CA 94556  
Attn: Glenn H. Matsuhara  
Telephone: (510) 913-3873  
Email: matsusf@aol.com; gmatshaura@gmail.com

If to OWNER:

The New Home Company Northern California LLC  
1508 Eureka Road, Suite 290  
Roseville, CA 95661  
Attn: Justin Walters  
Telephone: 916-757-1197  
Email: jwalters@nwhm.com

Copy to: The New Home Company Southern California  
15231 Laguna Canyon Rd, Suite 250  
Irvine, CA 92618  
Attn: Miek Harbur, SVP, General Counsel and Secretary  
mharbur@nwhm.com

Copy to: Jackson Tidus

2030 Main Street, 12th Floor  
Irvine, CA 92614  
Attn: Sarah Kleinberg  
skleinberg@jacksontidus.law

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

2.8 Termination of Previous Agreement. City represents and covenants that there is no other development agreement for the Property other than the Original Development Agreement, that the Original Development Agreement has not been amended or modified except as set forth in Recital A above, that there are no defaults under the Original Development Agreement nor are there any conditions or existences of any fact that, with the passage of time or giving of notice, or both, would result in a default under the Original Development Agreement and that the Original Development Agreement may be terminated as set forth further herein. By entering into this Agreement, the City, Owner and Entry Date Owner intend to replace and supersede the Original Development Agreement in its entirety as to the Property. As related to the Property only, this Agreement replaces and supersedes in its entirety the Original Development Agreement. As of the effective date of the ordinance adopting this Development Agreement, the Original Development Agreement shall terminate and shall have no further force or effect with respect to the Property. Following the Effective Date and recordation of this Agreement, the City and Entry Date Owner shall cause the recordation of the Termination of Original Development Agreement with the Yolo County Recorder.

### 3. DEVELOPMENT OF THE PROPERTY.

#### 3.1 Rights to Develop.

3.1.1 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative parcel map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map #5221, Planned Development Overlay, and Site Plan and Design Review associated with PLNG 22 -00032 which includes the 7.03 acre R-15 (R-15PD) project site (Property) resulting in 87 single family lots.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under State law or by the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals whether in effect on

the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.2.1 Housing Accountability Act (SB 330). Notwithstanding the foregoing or Section 3.3, Article 4 or any other provision of this Agreement or exhibit hereto, the Project is a “housing development project,” as defined in Government Code section 65589.5 and nothing in this Agreement is intended to limit or impair Owner’s rights and benefits under the Housing Accountability Act codified at Government Code section 65589.5. Owner submitted an application including all of the information required by Government Code section 65941.1(a) on March 18, 2022.

### 3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY’s Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in



Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. Notwithstanding the foregoing, if Owner's obligations or costs are materially increased, or if Owner's rights and benefits hereunder are materially adversely affected, Owner may terminate this Agreement in Owner's discretion and shall not have any liability for doing so or be considered in breach or default.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY, in its reasonable discretion and consistent with the requirements of the Specific Plan and this Agreement, acquire property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense (but subject to fee credits and/or reimbursement against fees, including but not limited to the Spring Lake Infrastructure Fee) provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that

exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall CITY require OWNER to pay for interim temporary improvements installed by others on OWNER's property. If OWNER's costs for the improvements exceeds the amount(s) shown in the Spring Lake Capital Improvement Program for such improvement(s), OWNER agrees that the CITY may defer a portion of OWNER's reimbursement for constructed improvements until the CITY completes a reconciliation update for the Spring Lake Infrastructure Fee ("SLIF").

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

3.11 City Plan Check & Inspection of Public & Private Civil Improvements. Owner shall, at its sole cost and expense pay all CITY fees, charges, and taxes arising out of Owner's construction of the public & private improvements for the Development Plan, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the onsite & offsite civil improvements. These fees, must be paid in full prior to approval of the final map and improvement plans.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in public needs and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

#### 4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees and other fees set forth in Exhibit "F" shall be charged to the Project (subject to annual CCI).

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements (including but not limited to construction of traffic signal improvements at the intersection of County Road 25A and State Route 113) or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER.

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit “F”, the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date, to the extent consistent with and subject to the provisions of Government Code section 65589.5. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date, to the extent consistent with and subject to the provisions of Government Code section 65589.5.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit “F”, any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY’s Agricultural Mitigation Program. With respect to the Property and Project, the City’s agricultural conservation easement requirement or obligation has been satisfied.

4.4 Swainson’s Hawk Mitigation. In addition to the requirements of Section 4.3 above, any requirement or obligation for Swainson’s Hawk Mitigation has been satisfied.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY’s sole discretion, and that are consistent with the Development Plan, within 15 days of receipt of written demand from CITY. As discussed further in Section 4.16 below, on site streets shall be privately owned.

4.6 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY’s determination, in its reasonable discretion, that sufficient progress is being made on construction or design of off-site infrastructure required by Owner in accordance with this Agreement and that serve development of OWNER's Property.

4.7 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance. The parties further agree that the Owner, Project and Property have a sufficient number of building unit allocations assigned to it pursuant to CITY's building unit allocation ordinance.

4.8 Affordable Housing In-Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee, in lieu of constructing 9 low income units, to fully satisfy any affordable housing obligation or requirement. Any very low income unit obligation has been previously met. In lieu of constructing the affordable housing units, OWNER agrees to pay to CITY, or non-profit organization of CITY's choice, for the purpose of constructing housing in Woodland for low income households, a total of Three Thousand Nine Hundred Dollars and No Cents (\$3,900) per unit for each of the 87 mapped units for a total of Three Hundred Thirty Nine Thousand Three Hundred Dollars and No Cents (\$339,300). The affordable housing in lieu fee shall be paid at time of building permit. The affordable housing fee shall be subject to annual CCI increases.

4.9 General Purpose Fee. CITY and OWNER agree that owner shall pay to CITY a total of Five Thousand Dollars and No Cents (\$5,000) per unit for each of the 87 mapped units for a total of Four Hundred Thirty Five Thousand Dollars and No Cents (\$435,000) as a general purpose fee. City shall use this general purpose fee to improve bicycle and pedestrian connectivity, including but not limited to construction of the planned Highway 113 bike/pedestrian overcrossing, and complete other neighborhood enhancements within the Plan Area. The general purpose fee shall be paid in one lump sum amount upon final map (excluding model homes) for the Property. The general purpose fee shall be subject to annual CCI increases.

4.10 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "F," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER may be required to pay its fair share and proportionate amount of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY in its reasonable discretion, which may be more or less than the estimates contained in the Financing Plan; provided, however, that notwithstanding the foregoing, City currently has no intention to update such estimates and/or costs, and prior to City seeking to update such estimates and/or costs, the parties shall meet and confer in good faith in a reasonable attempt to modify the estimate and/or cost to reflect OWNER's fair share and proportionate amount.

4.11 Infrastructure and Improvements. Prior to receiving a building permit for the Project (excluding model homes), OWNER shall either have: (i) applied for and received a subdivision map for the Property, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards and received approval of such plans by the City Engineer.

4.12 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way necessary

for public improvements with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way, and if CITY requires such public improvements and agrees to seek to acquire the necessary offsite right of way, OWNER shall fund all CITY costs and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of way acquisition costs for off-site SLIF covered improvements are eligible for SLIF reimbursement. Should Owner be unable to acquire rights of way necessary for public improvements as set forth in this Section, and CITY requires such public improvements and agrees to seek to acquire the necessary offsite right of way, CITY will allow a map to proceed with the \$200,000 deposit. OWNER may deposit funds in Fifty Thousand Dollar (\$50,000.00) increments for CITY acquisition; however, subject to the foregoing, a final map will not be approved with less than a \$200,000 deposit.

4.13 [Reserved].

4.14 Meter Fees. Prior to any final map, OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule. For reference, the 2021 AMR fee is \$236 per meter.

4.15 SR113 and 25A Interchange. OWNER acknowledges that the interim upgrade of the State Route 113 (“SR 113”) and County Road 25A interchange in accordance with the Spring Lake EIR is a Spring Lake responsibility. OWNER accepts and supports the use of Spring Lake Infrastructure Bond proceeds for the upgrade of the SR 113 and 25A interchange.

4.16 Homeowners Association. Prior to approval of the first final map, OWNER agrees to form a Home Owners Association (HOA). OWNER agrees that the HOA’s governing documents shall include requirements addressing, among other things, ownership, operation, and maintenance of onsite streets, lighting, landscaping, and storm drain. On site streets shall be privately owned and maintained by the HOA.

4.17 Garage Parking Requirement. To the extent consistent with State law, the HOA’s governing documents shall also include rules requiring garages to be free of clutter and accessible for the parking of two vehicles as well as the use and allocation of on-site outside parking spaces. To the extent consistent with State law, first and second vehicles of a household shall park in the household’s garage, and outside onsite parking spaces shall not be used for regular parking of household vehicles except when two (2) household vehicles are already parked in a garage. Storage of RVs or boats shall be prohibited in outside onsite parking spaces. HOA rules shall require the Board to cooperate with the City in addressing any neighborhood complaints.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or

dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

## 6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

### 6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall

give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance (“Certificate”) to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council after the exercise of reasonable diligence.

## 7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue CITY for damages or claim any damages:



(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, in no event shall: (a) any partner, officer, director, member, manager, shareholder, employee, affiliate, representative or agent of Entry Date Owner or Owner or any general partner or member or manager of Entry Date Owner or Owner or any of their members, managers, officers, directors, shareholders or affiliates be personally liable for any breach of this Agreement or for any amount which may become due to City under the terms of this Agreement; or (b) any member, officer, agent, representative or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due Entry Date Owner or Owner under the terms of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement(hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything set forth in this Agreement, in no event shall failure of New Home Company Northern California LLC to acquire the Property be considered a default.

## 8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, as it may be amended from time to time, is invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement, except to the extent arising from the gross negligence or willful misconduct of the City or its agents, officers or employees. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination, and Owner shall be responsible for City's reasonable attorneys' fees.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, except to the extent arising from the gross negligence or willful misconduct of the City or its agents, officers or employees, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its

officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including reasonable attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of

any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "F": to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void

or unenforceable in their entirety, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within fifteen (15) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 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 of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances in accordance with this Section for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. Except as set forth in this Agreement, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 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, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings 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 or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement warrant and represent that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrant and represent that he or she/they has/have the authority to bind such party to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. Except as provided for in Sections 2.4.1 and 2.4.2 hereof, the obligations of Owner under this Agreement shall be joint and several with respect to the entities which, collectively, comprise Owner. Further, upon acquisition of fee title interest and subject to the assignment provisions of this Agreement, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.



IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

**ENTRY DATE OWNER**

RUBY REALTY INVESTORS, LLC,  
a California limited liability company  
by: Matshuara Associates, LLC, manager

By: \_\_\_\_\_

Its: Glenn H. Matsuhara, manager

Dated: \_\_\_\_\_

**OWNER**

THE NEW HOME COMPANY  
NORTHERN CALIFORNIA LLC, a  
Delaware Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY**

CITY OF WOODLAND, a California  
municipal corporation

By: \_\_\_\_\_

Ken Hiatt  
City Manager

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Ana Gonzalez  
City Clerk

**APPROVED AS TO LEGAL FORM:**

BEST BEST & KRIEGER LLP

---

City Attorney

STATE OF CALIFORNIA )  
 ) ss.

COUNTY OF YOLO )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared

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

Witness my hand and official seal.

\_\_\_\_\_

Notary Public

[SEAL]

STATE OF CALIFORNIA )  
 ) ss.

COUNTY OF YOLO )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared

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

Witness my hand and official seal.

\_\_\_\_\_

Notary Public

[SEAL]

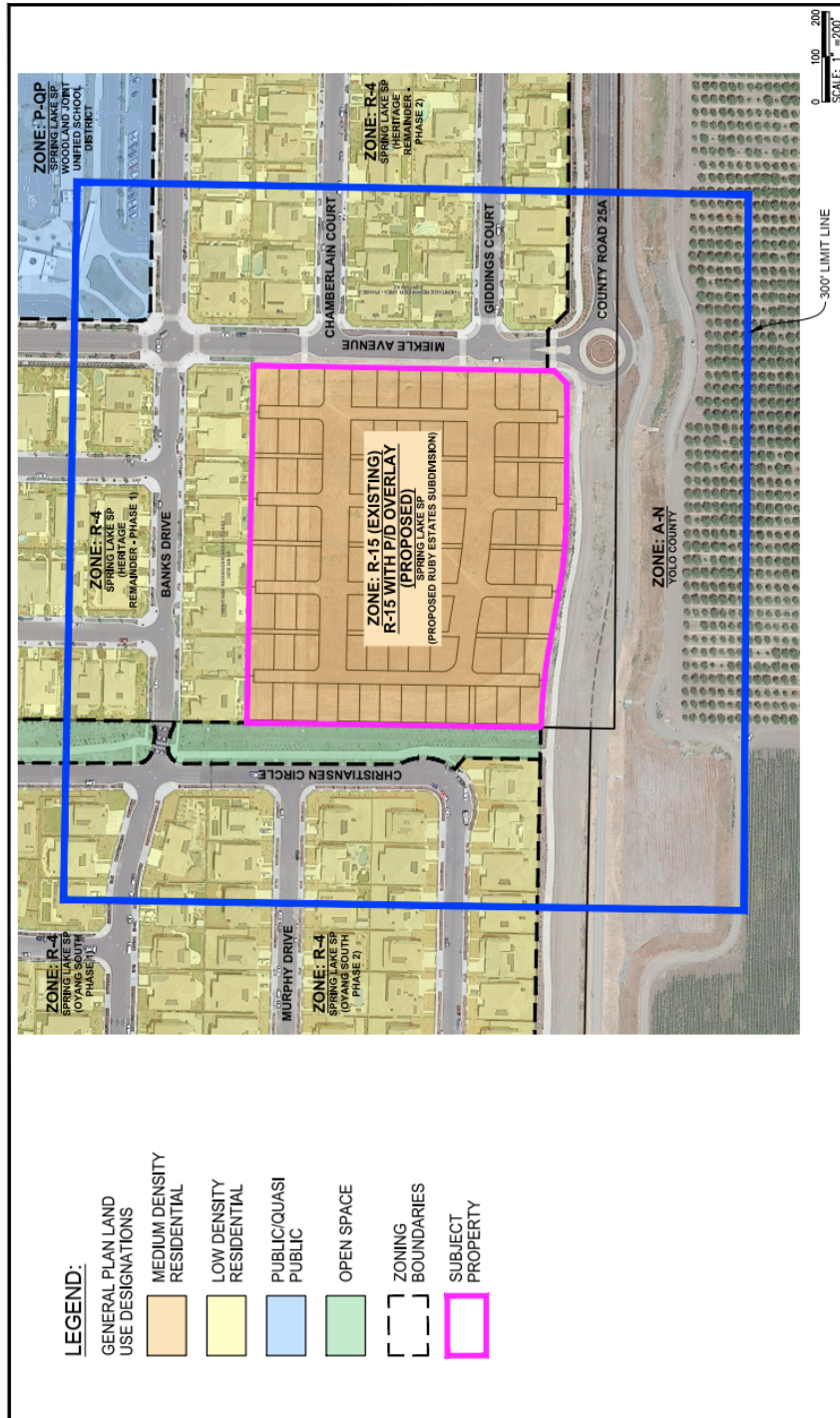
**EXHIBIT "A"**  
LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Yolo, City of Woodland, State of California, and is described as follows:

Parcel 4 as shown on the map entitled "Parcel Map No. 5046, Heritage Large Lot Parcel Map", filed August 18, 2014 in Book 2014 of Maps, at pages 48 through 51, Yolo County Records.

APN: 042-030-054-000

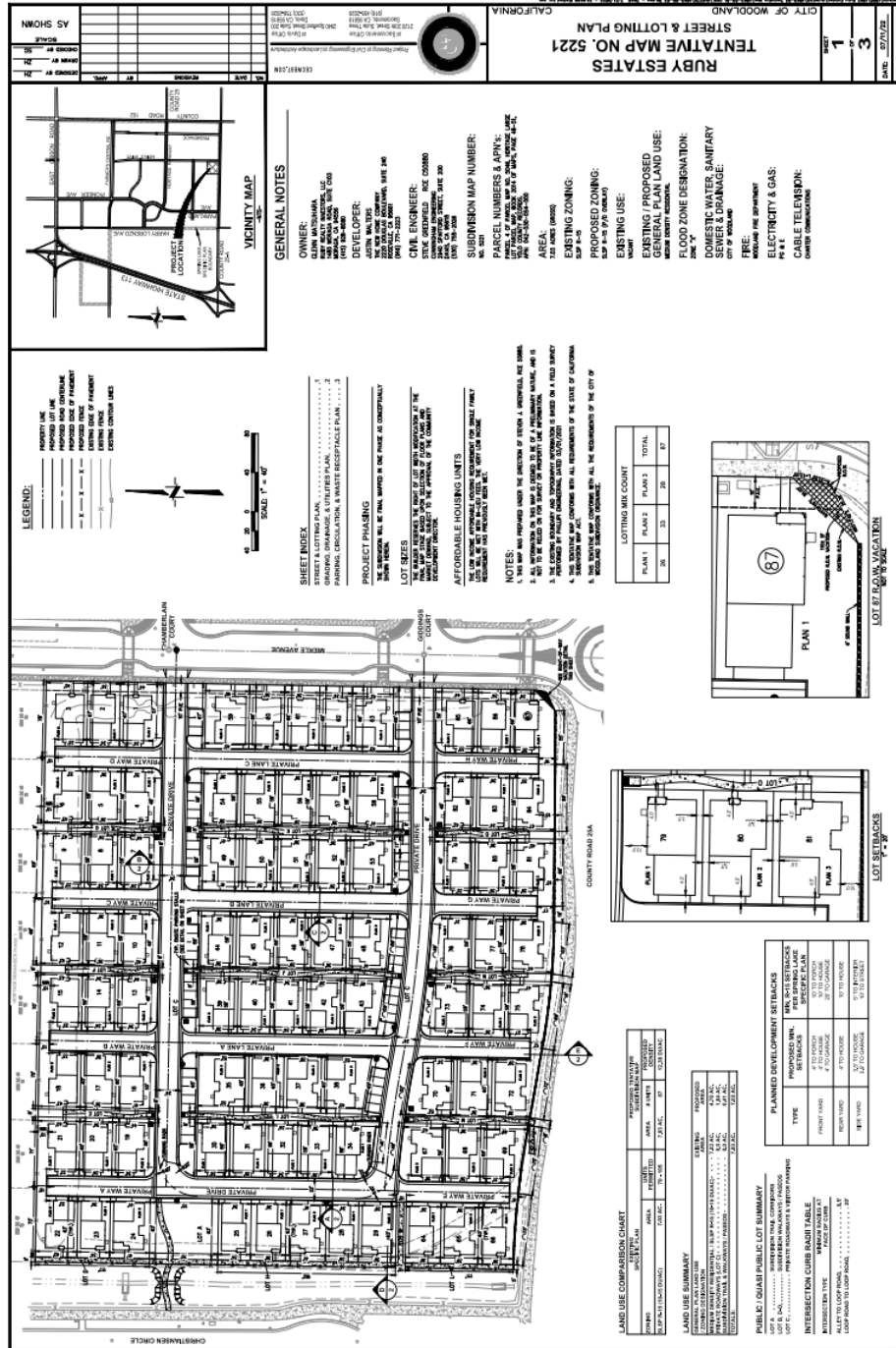
**EXHIBIT "B"**  
**Map of the Property**  
 Ruby Estates 3: (APN:042-030-054)



# EXHIBIT "C"

## Ruby Estates Development Plan – July 11, 2022

### Tentative Subdivision Map #5221



Ruby Estates Preliminary Landscape Plan



**CONCEPTUAL PLANTING SCHEDULE**

NO.	SYMBOL	PLANT NAME	SIZE	QUANTITY	TOTAL
1	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
2	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
3	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
4	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
5	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
6	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
7	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
8	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
9	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
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11	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
12	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
13	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
14	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
15	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
16	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
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24	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
25	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
26	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
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28	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
29	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
30	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
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32	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
33	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
34	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
35	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
36	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
37	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
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40	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
41	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
42	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
43	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
44	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
45	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
46	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
47	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
48	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
49	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL
50	[Symbol]	PLANT NAME	SIZE	QUANTITY	TOTAL

**EXHIBIT “D”**

<b>Ruby Estates PD Overlay Development Standards</b>	
<b>Lot Size</b>	
Area	1,900 – 3,000 sq/ft (2,367sq/ft average)
Width	20-52 ft (37ft average)
<b>Permitted Density</b>	
Maximum Density per lot	1 dwelling
<b>Setbacks</b>	
Front (Paseo)	4ft
Front (Public Road)	10ft
Side	3.5ft
Rear	4ft from alley
<b>Coverage</b>	
Maximum Lot Coverage	67% (40-67%)
<b>Height</b>	
Maximum Height	30ft
<b>Parking</b>	
Minimum Parking	2 per dwelling
<b>Supplemental Design Standards</b>	
Front Yard Stagger	Non required
Mix of Two story units	No limit
Second Story Separation	A minimum of 7 feet shall be provided between second story elements of adjacent two-story dwellings
Architectural Design	Architectural treatment shall be applied to all elevations of buildings as identified in Design Review booklet.
Notes:	
(1) Steps may encroach into setback	
(2) Second Story Elements such as but not limited to eaves and cornices may encroach up to 1.5ft into a required setback provided adequate access/emergency egress paths are maintained.	



**EXHIBIT “E”**

**[INSERT: RUBY ESTATES PROJECT CONDITIONS OF APPROVAL]**

**EXHIBIT “F”**

(Ruby Estates Project Fees)

CITY may in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District. This project is considered multi-family for purpose of calculating

Spring Lake fees and single family for the purpose of calculating citywide Development Impact Fees.

Development Impact Fees for the following categories and amounts are shown as of January 1, 2022 but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. **All fees are subject to annual CCI.**

<b>Development Impact Fee</b>	<b>SL SFD (Single Family Dwelling)</b>
General City	952
Fire	3,225
Library	595
Police	779
Wastewater	7,125
Water	5,727
Parks & Recreational Facilities	4,834
Roads	9,389
MPFP Admin Fee (.75%)	245
Storm Drainage Facilities	Included in SLIF
<b>Subtotal</b>	<b>32,871</b>

The other fees include all applicable fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following (Fees are due at final map and subject to annual CCI):

- SLIF fees MF \$35,641 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area;
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771 SFU/\$540 for MFU
- Public transit capital fee of \$247 for the construction of transit capital improvements
- Public transit operations fee of \$51 for MFU
- Fiscal Deficit mitigation fees of \$1050 for MFU
- The Project’s prorated share of the Habitat Monitoring and Farming Education Fees \$63 SFU/\$45 MFU
- Offsite Affordable fee – no charge as a MF project

General purpose fee (see Development Agreement Section 4.9) of \$5,000 per building permit, for 87 units, for a total obligation of \$435,000 payable in one lump sum amount that will be due and payable in one lump sum amount at final map.

Affordable housing in-lieu fee (see Development Agreement Section 4.8) of \$3,900 per unit, for 87 units, for a total obligation of \$339,300 at time of building permit.

At the time of this document approval (August 16<sup>th</sup>, 2022), the Property currently holds SLIF credit balance of 545,195 which runs with the Property and may be used to offset certain SLIF fees per the terms of the Spring Lake Financing Plan.

**EXHIBIT “G”**  
**RUBY ESTATES RELEASE AND TERMINATION OF PRIOR DA**

Recorded at request of:                     )  
City Clerk                                     )  
City of Woodland                            )  
  )  
When recorded return to:                 )  
City of Woodland                            )  
300 First Street                             )  
Woodland, CA 95695                        )  
Attention: City Clerk                        )  
  )

---

Space above this Line for Recorder’s Use  
Exempt from filing fees pursuant to Government Code §6103 and §27383

**PARTIAL RELEASE AND TERMINATION OF DEVELOPMENT AGREEMENT AS  
ASSIGNED TO AND ASSUMED BY TURN OF THE CENTURY LLC AND  
SUBSEQUENTLY AMENDED**

**THIS RELEASE AND TERMINATION OF DEVELOPMENT AGREEMENT AS  
ASSIGNED TO AND ASSUMED BY TURN OF THE CENTURY LLC AND  
SUBSEQUENTLY AMENDED** (“Termination”) is made as of \_\_\_\_\_, 2022, by the City  
of Woodland, a municipal corporation (the “City”) and Turn of the Century LLC, a Delaware  
limited liability company (“Turn of the Century”).

**RECITALS**

A. City and Russell Ranch Development previously entered into that certain development agreement on or around January 6, 2006 by Ordinance No. 1453, a memorandum of which was recorded in the Yolo County Recorder’s Office official records (“Official Records”) on April 25, 2006 as document number 2006-0016191, which was partially assigned and assumed by Turn of the Century as reflected in the partial assignment and assumption of development agreement entered into on or around August 21, 2014 and recorded in the Official Records on August 22, 2014 as document number 2014-0019054-00, further, Turn of the Century LLC, previously entered into or amended a development agreement, approved by the City Council of the City of Woodland by Ordinance No. 1563 adopted on or around June 17, 2014, a memorandum of which was recorded in the Official Records on August 22, 2014 as document number 2014-0019055-00, with subsequent second amendment to the development agreement on December 15, 2015 approved by the City Council of the City of Woodland by Ordinance No. 1595 on December 15, 2015, a memorandum of which was recorded in the Official Records on April 21, 2016 as document number 2016-0010196-00, regarding the Property (as defined below) as well as other properties within the city (the foregoing agreements and amendments as applied to the Property are collectively referred to herein as the “Original

Development Agreement”). Turn of the Century subsequently transferred its property interests, and associated agreements, to various developers.

B. The property generally located at the northwest corner of County Road 25A and Mickle Avenue with Yolo County Assessor’s Parcel Number 042-030-054 (the “Property”), which is more fully described in Exhibit “A” to this Agreement, was previously owned by Turn of the Century and subject to the Original Development Agreement. The Property was subsequently transferred to the current owner, Ruby Realty Investors, LLC, a California limited liability company (the “Current Owner”).

C. The City, the Current Owner and The New Home Company Northern California LLC have entered into a Development Agreement for the development of the Property (the “New Development Agreement”), and the Original Development Agreement is of no further force and effect, because it has been replaced and superseded by the New Development Agreement.

D. The City and Turn of the Century desire to enter into this Termination to confirm that the Original Development Agreement, as it pertains to the Property only, is of no further force and effect, and to remove the Original Development Agreement as an encumbrance on the Property, and the Current Owner consents to the recordation of such Termination.

**NOW THEREFORE CITY AND TURN OF THE CENTURY AGREE AS FOLLOWS:**

The Original Development Agreement and all agreements, obligations and covenants therein including all amendments thereto as described in Recital A above, as it pertains to the Property only, are hereby terminated and released from the Property and Turn of the Century and are of no further force or effect.

*[signatures on following page]*

**SIGNATURE PAGE TO PARTIAL RELEASE AND TERMINATION OF  
DEVELOPMENT AGREEMENT AS ASSIGNED TO AND ASSUMED BY TURN OF  
THE CENTURY LLC AND SUBSEQUENTLY AMENDED**

**IN WITNESS WHEREOF**, the City and Turn of the Century hereby executes this Termination as of the date set forth above.

**CITY:**

CITY OF WOODLAND, a California  
municipal corporation

By: \_\_\_\_\_

Ken Hiatt  
City Manager

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Ana Gonzalez  
City Clerk

**APPROVED AS TO LEGAL FORM:**

**BEST BEST & KRIEGER LLP**

\_\_\_\_\_  
City Attorney

*[signatures continued on following page]*

**SIGNATURE PAGE TO PARTIAL RELEASE AND TERMINATION OF  
DEVELOPMENT AGREEMENT AS ASSIGNED TO AND ASSUMED BY TURN OF  
THE CENTURY LLC AND SUBSEQUENTLY AMENDED**

**TURN OF THE CENTURY**  
TURN OF THE CENTURY, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Ruby Realty Investors, LLC, a California limited liability company, being the owner of the Property described in Exhibit A to this Termination does hereby consent to and expressly authorizes the recordation of this Termination in the Official Records of the County of Yolo.

RUBY REALTY INVESTORS, LLC,  
a California limited liability company  
by: Matshuara Associates, LLC, manager

By: \_\_\_\_\_  
Glenn H. Matsuhara, manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  ) SS.  
COUNTY OF YOLO )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)  
                          Notary Public



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

The land referred to is situated in the County of Yolo, City of Woodland, State of California, and is described as follows:

Parcel 4 as shown on the map entitled "Parcel Map No. 5046, Heritage Large Lot Parcel Map", filed August 18, 2014 in Book 2014 of Maps, at pages 48 through 51, Yolo County Records.

APN: 042-030-054-000