



Mission Statement: To foster a safe, vibrant, and prosperous community that enhances the quality of life for all

**CITY OF SONORA
City Council Special Meeting Agenda
Monday, March 30, 2026
5:00 PM**

NOTICE IS HEREBY GIVEN that the Sonora City Council will have a special meeting on March 30, 2026, at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

This meeting is physically open to the Public and citizens who wish to provide public comment during the meeting will be invited to do so by the Mayor.

Written comments can be submitted to be included as part of the administrative record; they will not be read during the meeting. All comments must be received by 3:00 pm on the day of the noticed meeting and can be submitted to the City Clerk at 94 N. Washington Street Sonora, CA 95370, or via email to tskelly@sonoraca.com.

Public Access

Public Access Audio and Video Live Streaming

The Public will not have access to give public comments via public access audio and video live streaming; they are available for audio and visual only; and can be accessed via our website at www.sonoraca.com.

Remote viewing of the meeting via live streaming is provided to members of the public as a courtesy. If the live streaming connection malfunctions for any reason and no Council Members are attending via teleconference, the City Council will continue the public meeting in Chambers without remote access.

CITY COUNCIL appreciates your interest and encourages participation. Regularly scheduled meetings are held on the 1st and 3rd Monday of each month.

The numerical order of the items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Council Members. All questions shall be directed to the Mayor who, at their discretion, will refer to Staff.

Mayor Ann Segerstrom

Vice Mayor Andy Merrill

Council Members Bess Levine, Stephen Opie, Mark Plummer

City Administrator Christopher Gorsky

City Attorney Douglas White

Vision Statement: With leadership and integrity, the City of Sonora commits to excellent service through collaboration and innovation



Mission Statement: To foster a safe, vibrant, and prosperous community that enhances the quality of life for all

CALL TO ORDER - 5:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

PUBLIC HEARING

- 1.** Waive First Reading by Title Only, and Introduce Ordinance No. 915, Approving a Development Agreement Between the City of Sonora and SV110 LLC to Extend the Life of the Cuesta Heights Vesting Tentative Map; Tyler Summersett, Community Development Director.

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at City Hall (209) 532-4541, tskelly@sonoraca.com. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Administrator's Office at 94 N. Washington Street, Sonora, CA 95370 during normal business hours (8:00 am - 4:00 pm, Monday through Friday, excluding holidays). The agenda and supporting public documents are also available on our City website www.sonoraca.com listed under the agenda/minutes link on the Government page.

Vision Statement: With leadership and integrity, the City of Sonora commits to excellent service through collaboration and innovation



CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: March 30, 2026

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director
Josh Varinsky, City Attorney Office

SUBJECT: Waive First Reading by Title Only and Introduce Ordinance No. 915, Approving a Development Agreement Between the City of Sonora and SV110 LLC to Extend the Life of the Cuesta Heights Vesting Tentative Map.

RECOMMENDATION:

Waive First Reading by Title Only and Introduce Ordinance No. 915, Approving a Development Agreement Between the City of Sonora and SV110 LLC to Extend the Life of the Cuesta Heights Vesting Tentative Map.

BACKGROUND:

As shown below and in the attached Tentative Map (Attachment 1), the project is a residential subdivision of approximately 20.76 acres near the intersection of Shaws Flat and Roble Road. The Tentative Map consists of forty-six (46) residential lots and required subdivision improvements, including roadways, utilities, and landscaping. Development is anticipated to occur in three (3) phases.

The Tentative Map was originally approved on March 3, 2008, and has received various extensions since that time, which include both state automatic extensions and local discretionary extensions. The Tentative Map was set to expire on March 3, 2026. Before this date, the Applicant filed a request to extend the Tentative Map by means of a Development Agreement, which can further extend the Tentative Map for the duration of the Development Agreement (Government Code, section 66452.6).

For additional background on the project, also included is the City Council staff report from September 19, 2022, when the Tentative Map received its most recent extension (Attachment 2).



CITY COUNCIL AGENDA REPORT

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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP







CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

- (Section 1.7) The Term of the Development Agreement is seven (7) years, which will also apply to the Tentative Map. The Applicant will be required to file a final map for all subdivision parcels before expiration of the term of the Development Agreement.
- (Section 3.1) The Developer will receive vested rights to develop the property in accordance with the existing General Plan and Zoning designations for the property.
- (Section 3.3) Based on discussions with the Applicant and further review by City staff, revisions are proposed to the original Conditions of Approval. These changes include the following, in the aim of making the project more financially feasible:

The project originally required a sidewalk along the frontage of the property serving Shaws Flat Road. This requirement has been removed, given the low possibility of pedestrian connectivity in this area.

The project previously had an approved Landscape Plan by the Parks & Recreation Committee. As the City's former Parks & Recreation Committee has been dissolved, the final landscaping and maintenance plans for each phase will need to be approved by the City Council or the Community Development Director.

The project originally required sidewalks on both sides of the street. The revised condition allows for sidewalks on only one side of the streets within the subdivision.

Originally the project included the condition to require a \$4,000 fee per unit for the City to use for affordable housing programs. The City does not maintain any type of inclusionary housing ordinance and other housing projects would not be subject to this same requirement under existing City rules. This requirement has been removed.

- (Sections 4.1, 4.2) The project would be subject to all applicable Citywide fees at the time of building permit, including impact fees.

HOUSING ELEMENT

The Cuesta Heights site is included as a surplus site in the City's site inventory for the updated Housing Element. The City's Regional Housing Needs Assessment (RHNA) requirement was to accommodate two (2) units on the Lemke property site, one for very low income and one for the low-income category. The Cuesta Heights Project site is included to accommodate a total of forty-six (46) units, split between the moderate and above moderate category. The Cuesta Heights site is considered surplus inventory beyond the City's assigned RHNA. In accordance with Government Code, section 65863 (No Net Loss Law), the provisions of the Development



CITY COUNCIL AGENDA REPORT

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Agreement would not affect the lots under the existing Tentative Map or cause any net loss to the City's RHNA for the 2024-2029 cycle.

CEQA DETERMINATION:

The Project was subject to environmental review at the time of the original Tentative Map, pursuant to the Mitigated Negative Declaration (MND) adopted by the City Council (Attachment 5). The site and surrounding area are in substantially the same condition since original approval of the Project and prior map extensions, as no development has occurred in the area. By this Development Agreement, there are no substantial changes to the Project, no substantial changes in the circumstances under which the Project is being undertaken, and no new information of substantial importance that was not known to the City at the time the MND was adopted. Based on the foregoing and there being no changes in use from the Development Agreement, the environmental impacts are consistent with the original MND, and no subsequent environmental document is required for the Development Agreement.

FISCAL IMPACT:

Approval of the Development Agreement will have no impact to the General Fund beyond staff time. A Funding Agreement is in place with the developer to cover the costs of preparing the Development Agreement and Ordinance No. 915, staff reports, public noticing, and staff time to prepare and present the item for consideration.

ATTACHMENTS:

1. Vesting Tentative Map
2. City Council Agenda Report (September 19, 2022)
3. Development Agreement
4. (Revised) Conditions of Approval
5. Mitigated Negative Declaration
6. Mitigation Monitoring and Reporting Program
7. Planning Commission Resolution No. 03-23-2026-A
8. City Council Ordinance No. 915

SUBSEQUENT ACTIONS:

Upon formal adoption of the Development Agreement, City staff would file a Notice of Exemption for the project, assemble the exhibits, and record the Development Agreement on title to the property.

CORE COUNCIL PRIORITIES:

Economic Development/Growth and General Plan

Owner / David L. and Cheri A. Cowden
Applicant: P.O. Box 545
Sonora, CA 95370
(209) 532-7157

Surveyor / Robert L. Ozbirn L.S. 5808
Applicant: Golden State Surveying & Engineering Inc.
488 South Stewart Street
Sonora, CA 95370
(209) 533-4797

APN: 035-070-14 & 035-070-35
Map of Record: 12 PB 36
Vesting Deed: Doc. # 2007013225
General Plan: HR & RR
Current Zoning: RE-5
Proposed Residential Lots: 49
Total Area of Project: ± 954,829 Sq. Ft. / ± 21.92 Ac.
Total Area of Lots: ± 782,143 Sq. Ft. / ± 17.95 Ac.
Min. Lot Size: ± 1,584 Sq. Ft.
Max. Lot Size: ± 41,759 Sq. Ft.
Overall Lot Density: ± 15,982 Sq. Ft. Per Lot
Sewage Disposal: Tuolumne Utilities District
Water Service: Tuolumne Utilities District

CITY OF SONOMA DRIVE OVER CURB & GUTTER

TYPICAL SECTION CUESTA HEIGHTS ROAD
Cuesta Heights Road: ±318 L.F.

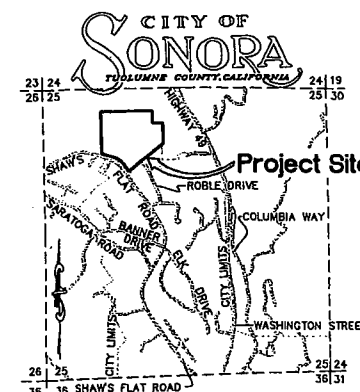
TYPICAL SECTION CASSIE WAY
Cassie Way: ±608 L.F.

TYPICAL SECTION LONGVIEW CIRCLE
Longview Circle: ±2434 L.F.

Cuesta Heights Subdivision

being a Subdivision of Parcel 2 as shown in Volume 12 of Plat Books at Page 36, on file in the Office of the Tuolumne County Recorder, being a portion of the Northwest 1/4 of Section 25, Township 2 North, Range 14 East, Mount Diablo Meridian, in the unincorporated area of Tuolumne County, State of California

SCALE: 1" = 60'	JOB NO: 0669	FILED: 0689-D-Misc	Golden State SURVEYING & ENGINEERING INC 488 South Stewart Street Sonoma, California 95370
DATE: 09/27/2007	DRAWING FILE: 0689TSM.dwg	DRAWN / CHECKED tic rlo	



Vicinity Map

SECTION 25, T. 2 N., R. 14 E., M.D.B & M.
N.T.S.





CITY COUNCIL AGENDA REPORT

MEETING DATE: September 19, 2022

TO: City Council Members

FROM: Rachelle Kellogg, Community Development Director

SUBJECT: Cuesta Heights Subdivision Tentative Map – 2 Year Extension

RECOMMENDATION

1) Approve a 2-year extension for the Cuesta Heights Subdivision Vesting Tentative Subdivision Map. The tentative map approval will be extended to March 3, 2026.

DISCUSSION

The Cuesta Heights Subdivision is located on 20.76 acres north of the intersection of Shaws Flat and Roble Rd. (APN# 035-070-53 & 55). The Vesting Tentative Subdivision Map for the Cuesta Heights Subdivision was approved by the City Council on March 3, 2008 and the Amended Tentative Map, and phasing plan, on February 16, 2021. The property is zoned R-1 with a land use designation of Single Family Residential under the General Plan. The tentative map includes 46 single-family residential lots.

The project was sold by the original developers, Dave and Cheri Cowden, to SV 110 LLC in 2021. SV 110 LLC is requesting approval of a 2-year map extension which will extend the tentative map until March 3, 2026. At which point they must have recorded the final map, either for the entire project or one phase, and completed the required subdivision improvements or bonded for them. The applicant anticipates phasing the tentative subdivision map into three phases. This will help the developer with infrastructure costs and bonding. The Phase One parcels abut and are most visible to Shaw's Flat Road to best showcase the new subdivision while requiring less grading and shorter distances for infrastructure extensions. The anticipated revenue generated through the selling of these lots will allow the developer to move forward with Phase Two and eventually Phase Three.

As previously stated the Vesting Tentative Subdivision Map was approved on March 3, 2008 immediately prior to Great Recession that had a severe impact on all development projects. The map was originally set to expire in 2011 but it received several extensions due to the economic downturn. Some of these extensions were automatically set by the State and others were granted by the City. The State's extensions during the recession were in addition to those provided under the existing Government Code.

The applicant has been working through the plan/map review process. They are also in the process of updating all of the required project studies/plans however this process has been delayed due to COVID's impact on staffing for the various consulting and governmental agencies providing these services. Additionally the project has been affected by previously installed utilities by both PG&E and TUD.

Currently the tentative map is set to expire on March 3, 2024 and the applicant is concerned that they will not be able to meet this deadline. Therefore the applicant is requesting an extension under

California Government Code Section 66452.6(e). This code section provides that upon application of the subdivider, filed prior to the expiration of the approved or conditionally approved tentative map, the time at which the map expires may be extended by the City Council for a period not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the 10 years provided under Government Code Section 66452.6(a). Therefore, with the approval of the City Council, the tentative map would expire March 3, 2026. This is the final extension that can be granted by the City under the Government Code.

The project conditions already tied to the map address issues of traffic safety, geotechnical risks, buffering adjacent uses and similar items related to health and safety issues. Conditions including under the original project approval also address all state and federal laws in effect at the time of final map approval. The prior recession and now COVID has had an unprecedented effect on housing projects such as the applicants and although the project was originally approved in 2008 the conditions around the site have not changed.

As required under the Subdivision Ordinance, the Public Hearing Notice for this project was published in the Union Democrat and sent to all property owners within 300 ft. of the project. Any comments received will be provided to the City Council at the meeting. Following the public hearing, the City Council will be considering approval of the two-year map extension. Staff supports the applicant's request and feels that this is a good development proposal for this location.

CEQA

Due to no proposed change in use, it is anticipated that the project's environmental impacts are consistent with those originally anticipated and addressed pursuant to the project's Mitigated Negative Declaration adopted by the City Council.

FISCAL IMPACT

None

ATTACHMENTS

- 1) Public Hearing Notice
- 2) Location Map
- 3) Approved Cuesta Heights Vesting Subdivision Tentative Map

NOTICE OF PUBLIC HEARING

Item 1.

NOTICE IS HEREBY GIVEN that the City Council of the City of Sonora City will conduct a public hearing at 5:00 PM, or shortly thereafter, on the 19th day of September 2022, in the Sonora City Council Chambers, 94 North Washington Street, Sonora, CA for the purpose of considering the following:

- 1. Cuesta Heights Subdivision – Map Extension.** Application by SV110, LLC requesting approval of a two-year extension for the approved Cuesta Heights Tentative Subdivision Map located at 1375 Shaws Flat Rd. (APN's 035-070-053 & 055).

This meeting will be held in accordance with Government Code Section 52953(E) and the City of Sonora City Council Resolution No. 05-16-2022-A. This meeting is physically open to the public or members of the public may participate in the meeting via video conferencing. The posted meeting agenda will include the phone number and passcode needed to participate in the teleconference. Pursuant to State law, challenges in court to actions on the above proposal may be limited to issues raised during public hearings or meetings conducted on the matter, or in correspondence submitted prior to the start of the meeting.

The project staff report will be included within the Meeting Agenda Packet available at the City of Sonora Administration Department, 94 North Washington Street, Sonora CA 95370, Monday through Friday, between the hours of 8:00 AM and 4:00PM or on the City's website at www.sonoraca.com.. Questions regarding the project may be directed to Community Development Director Rachelle Kellogg at (209) 532-3508 ext. #2.

Upon request, the agenda and the documents in the meeting agenda packet can be made available to persons with a disability. In compliance with the Americans with Disabilities Act, the City encourages those with disabilities to participate fully in the meeting process. Any person requiring special assistance to participate in the meeting should call 209-532-4541 at least forty-eight (48) hours prior to the meeting.

Rachelle Kellogg
Community Development Director

-v-

Publication Date: September 9, 2022 The Union Democrat
Sonora, CA

AMENDED TENTATIVE SUBDIVISION MAP FOR: CUESTA HEIGHTS PHASE ONE

OWNER INFORMATION

OWNER: SV110, LLC
14489 SUMMERS LANE
SONORA, CA 95370
PHONE: (209) 888-8858

SITE INFORMATION

ADDRESS: SHAW'S FLAT ROAD
APN: 035-070-053 & 035-070-055
M.O.R.: 53 PM 42
PROJECT SIZE: 43.74 ACRES
SEWER: TUGLAHUE UTILITIES DISTRICT
WATER: TUGLAHUE UTILITIES DISTRICT
GENERAL PLAN: BFR
ZONING: R-1
LOT ELEVATION: AS NOTED

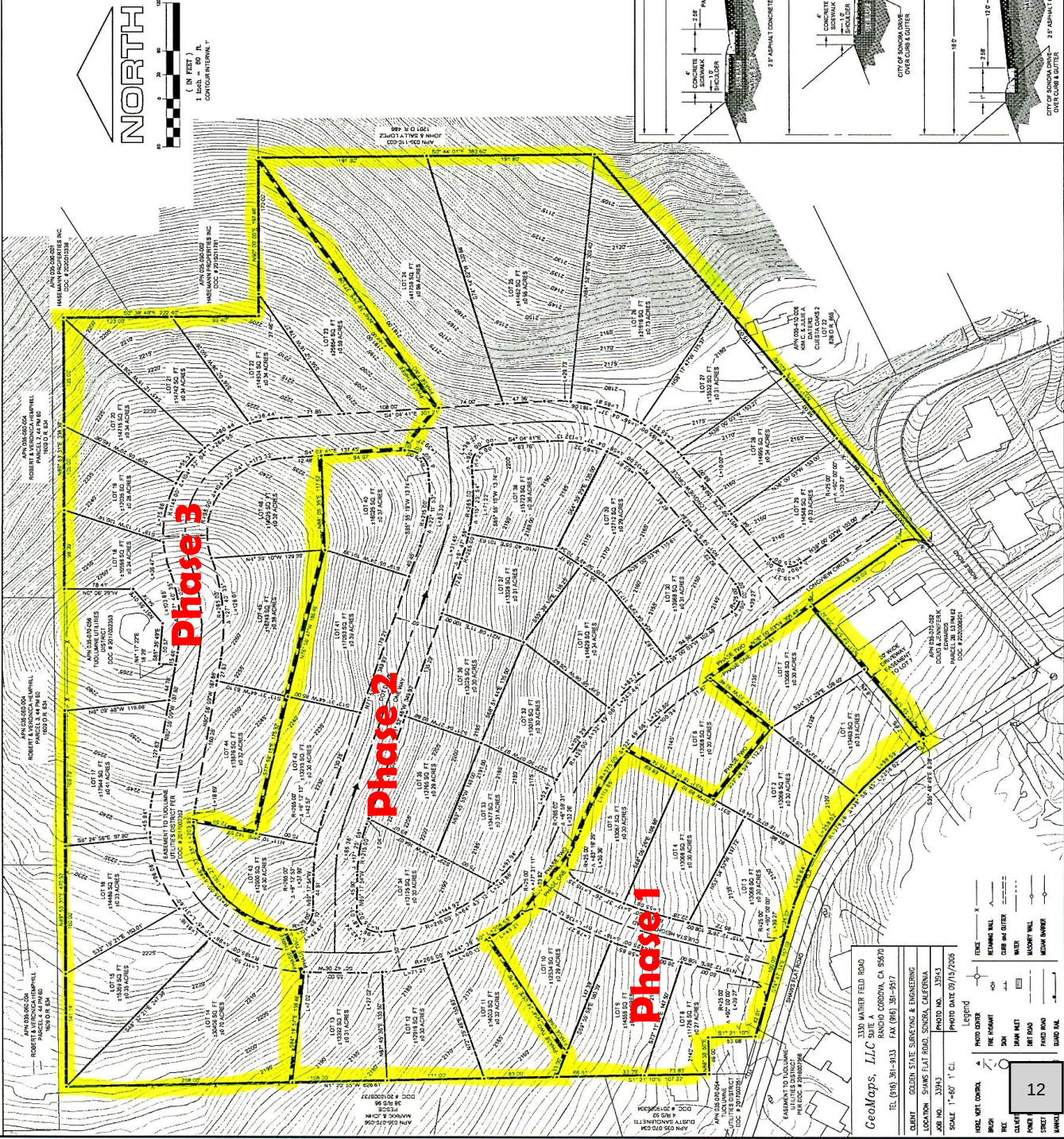
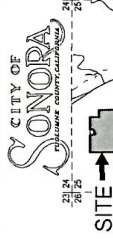
NOTES

1. ALL BEARINGS AND DISTANCES ARE RECORD, UNLESS OTHERWISE NOTED.
2. THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY. ALL BEARINGS AND DISTANCES PRIOR TO COMMENCING ANY CONSTRUCTION ON THIS SITE IT IS ADVISED THAT ALL BEARINGS AND DISTANCES SHALL BE OBTAINED FROM THE RECORDING OFFICE.
3. CONTIGUOUS INTERVALS: 1 FOOT.
4. THE SUBDIVISION MAP IS PREPARED IN ACCORDANCE WITH THE CALIFORNIA SUBDIVISION MAP ACT, CHAPTER 3 OF THE GOVERNMENT CODE, SECTION 6500 OF THE CALIFORNIA STATE PENAL CODE AND SECTION 27501 OF THE GOVERNMENT CODE TO ENSURE THAT MONUMENT CONSERVATION HAS BEEN MAINTAINED.
5. RESERVATIONS, EASEMENTS AND CONDITIONS AS CONTAINED IN THE UNITED STATES PATENT NO. 4,127,127 AND 4,127,128.
6. AN EASEMENT EXISTS TO TUGLAHUE UTILITIES DISTRICT FOR PRELINES AND APPURTENANCES PER LOC. # 2071022224 & 2071022225.

PROJECT SCOPE

AMEND TENTATIVE SUBDIVISION MAP TO BE COMPLETED IN THREE PHASES.

VICINITY MAP



Item 14.



REVISIONS:

REV	DATE	DESCRIPTION
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OWNER INFORMATION:
SV110, LLC
14489 SUMMERS LANE
SONORA, CA 95370
PH (209) 888-8858

SITE INFORMATION:
APN 035-070-053 & 035-070-055
SHAW'S FLAT ROAD
SONORA, CA 95370

PROJECT INFORMATION:

AN AMENDED TENTATIVE SUBDIVISION MAP FOR:
SV110, LLC
14489 SUMMERS LANE
SONORA, CA 95370
PH (209) 888-8858

SURVEYOR OF RECORD:

PRELIMINARY
NOT FOR CONSTRUCTION

ISSUE DATE: 12/16/2020

DRAWN BY: TWH

CHECKED BY:

SCALE: 1" = 80'

DRAWING: _____

PROJECT: _____

SHEET: _____

Item 1.

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

City of Sonora
94 N. Washington Street
Sonora, CA 95370
Attn: City Clerk

Space Above This Line Reserved for Recorder's Use.
Exempt from Recording Fees. (Government Code,
sections 6103 and 27383).

**DEVELOPMENT AGREEMENT
(CUESTA HEIGHTS SUBDIVISION PROJECT)**

BY AND BETWEEN

**The City of Sonora,
a California municipal corporation**

AND

**SV100, LLC
a California limited liability company**

Adopted by City Council Ordinance No. _____,
on _____, 2026

This **DEVELOPMENT AGREEMENT** (“Agreement” or “Development Agreement”) is made and entered into by and between, a SV110, California limited liability company (“Developer”), and the CITY OF SONORA, a California municipal corporation (“City”), as of _____, 2026. Developer and City may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted the “Development Agreement Statute” (Government Code, § 65864 et seq.) which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, to provide for the development of such property and to establish certain development rights therein.

B. The Parties acknowledge, each on their own behalf, that each has: (i) negotiated the terms and conditions of this Agreement in good faith; (ii) extensively reviewed the terms and conditions of this Agreement; and (iii) found the terms and conditions of this Agreement to be fair, just and reasonable.

C. Developer owns or has equitable title to the property described in **Exhibit A** attached hereto (“Property”).

D. On March 3, 2008, the City Council approved a Vesting Tentative Subdivision Map (“Tentative Map”) for development of the project known as the “Cuesta Heights Subdivision Project” (“Project”), covering approximately 20.76 acres. The Tentative Map is attached hereto as **Exhibit B**.

E. The Project has received various automatic and discretionary extensions since the approval of the Tentative Map. Prior to expiration of the Tentative Map on March 3, 2026, Developer filed a request for a further extension of the Tentative Map by means of a development agreement for the Project.

F. The purpose of this Agreement is to extend the life of the Tentative Map, and to establish further terms and conditions for development of the Project.

G. In accordance with the California Environmental Quality Act (“CEQA”), the City has determined the impacts of the Project were sufficiently analyzed and addressed in the original Mitigated Negative Declaration for the Project, and no further environmental review is required (CEQA Guidelines, § 15162).

H. The City finds that development of the Property pursuant to the Project Approvals, as defined herein, will provide for orderly growth and development consistent with City’s General Plan, the Zoning for the Property, and other applicable development policies and programs of the City.

I. On March 23, 2026, the Planning Commission held a duly noticed hearing to consider this Agreement and provide recommendations to the City Council.

J. On _____, 2026, the City Council held a duly noticed public hearing to consider this Agreement and introduced Ordinance No. _____ to approve this Agreement.

K. On _____, 2026, the City Council conducted the second reading and adopted Ordinance No. _____, approving and authorizing the execution of this Agreement. The ordinance is effective as of _____, 2026. In approving this Agreement, the City Council adopted findings that the provisions of this Agreement are consistent with the City's General Plan and also that the requirements of CEQA have been satisfied.

L. This Agreement, the Tentative Map, the Mitigated Negative Declaration, and all associated entitlements and approvals for the Project shall be referred to herein as the "Project Approvals."

M. City has determined that all necessary proceedings related to this Agreement have been conducted in accordance with City and state rules and regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE I **GENERAL PROVISIONS**

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 1.2. Recitals. The "Recitals" above are true and correct and are hereby incorporated into and made a part of the Agreement. In the event of any inconsistency between the Recitals and the provisions of the Agreement, the provisions of the Agreement shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached hereto and incorporated into and made part of this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description of Property
Exhibit B	Tentative Map
Exhibit C	Conditions of Approval (Revised)

Exhibit D	Mitigation Monitoring & Reporting Program
Exhibit E	Ordinance No. ____ Approving Development Agreement

Section 1.4. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein except as authorized in the exercise of its governmental functions. Nothing in this Agreement shall preclude Developer, without City review and approval, from forming a private investment entity, entering into a joint venture or selling, leasing, or otherwise entering into agreements with respect to any portion, neighborhood, or development phase to or with another party for the purpose of developing, managing, or completing any portion of the Project.

Section 1.5. Effective Date of Agreement. The Agreement shall become effective on the “Effective Date” of the Agreement, which shall occur when the ordinance approving this Agreement becomes effective. The Agreement shall be binding on each Party on the date of each Party’s execution of the Agreement. City shall add the Effective Date to the preamble above prior to recording this Agreement in the official records of Tuolumne County.

Section 1.6. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against the title to the Property subject to this Agreement within ten (10) days of the Effective Date. City shall deliver a recorded copy of the Agreement to Developer following recordation of the Agreement.

Section 1.7. Term of Agreement. The “Term” of this Agreement shall be for *seven (7) years* from the Effective Date, at which point this Agreement and all Project Approvals shall be considered terminated and expired. Upon termination of this Agreement, City shall record an instrument on the title to the Property to memorialize said termination.

Section 1.8. Applicable Local Law. In addition to the Project Approvals, City has adopted various legislative and other enactments such as, and without limitation, its General Plan, its Zoning Code, its Subdivision Ordinance, its Municipal Code provisions related to infrastructure, and other design standards and specifications, and other similar matters adopted by ordinance, resolution, minute order or staff approval that could affect the Project (“Municipal Law and City Policies”). Development of the Project shall be subject to the Municipal Law and City Policies that are in effect Citywide during development of the Project.

Section 1.9. Covenant Running with the Land. Developer represents that it has a legal or equitable interest in the Property described in **Exhibit A**. This Agreement shall constitute a covenant running with the land, and the burdens and benefits of this Agreement shall bind and inure to all successors-in-interest to Developer, until such time that the Agreement terminates.

ARTICLE II

SUBSEQUENT CITY APPROVALS; PERMIT PROCESSING

Section 2.1. Subsequent City Approvals. Implementation of the Project will require Developer to obtain additional approvals and permits from City (“Subsequent City Approvals”).

Subsequent City Approvals may include, without limitation, final maps, parcel maps, subdivision improvement plans and agreements, architectural and site plan reviews, encroachment permits, building permits, landscaping plans, grading plans and permits, lot line adjustments, use permits, and occupancy certificates. City shall comply with CEQA and the Subdivision Map Act (Government Code § 66410 et seq.) (the “Map Act”) in processing the Subsequent City Approvals. Development of the Project shall be subject to all conditions of approval adopted in conjunction with any Subsequent City Approvals, so long as they do not conflict with Project Approvals contained herein.

Section 2.2. Cooperation Between City and Developer. City and Developer shall cooperate in the implementation of this Agreement. In considering any Subsequent City Approvals, City shall operate in a good faith manner consistent with the terms of this Agreement. City shall use its best efforts to process, within a reasonable time, any Subsequent City Approvals requested by Developer during the Term of this Agreement.

Section 2.3. Life of Subdivision and Parcel Maps. City agrees that the Tentative Map shall be valid for the duration of the Term. Upon expiration of the Term, the Tentative Map shall be considered expired if Developer has not filed a final map in accordance with the Subdivision Map Act.

Section 2.4. Phased Final Maps. City acknowledges that Developer may, at its sole discretion, file phased final maps as permitted by California Government Code section 66456.1, and City concurs in the filing of such multiple final maps. All improvements, which City reasonably determines necessary to serve a phased final map, shall be constructed (or appropriate security shall be provided to ensure construction as provided in the Subdivision Map Act) prior to approval of that map, unless provided otherwise by this Agreement. The Parties agree that in no event shall any phased final map extend the life of the Tentative Map beyond the Term of this Agreement.

ARTICLE III

VESTED RIGHTS; DEVELOPMENT OF PROJECT

Section 3.1. Vested Rights of Developer. During the Term of this Agreement, Developer shall have the vested right to develop the Project in accordance with the General Plan, Zoning for the Property, and the Project Approvals. Developer is assured, and City agrees, that the development rights, obligations, terms, and conditions specified in the General Plan, Zoning, and the Project Approvals are fully vested in Developer and may not be impaired, modified, or terminated by City, except as set forth in this Agreement. Any City ordinance, resolution, standard, specification, policy, rule, regulation, or other official City action enacted or imposed by a citizen-sponsored or Council-sponsored initiative or referendum after the Effective Date that will conflict with this Agreement, including the incorporated Exhibits and the Project Approvals, or reduce the development rights or assurances provided to Developer by this Agreement, shall not apply to the Project.

Section 3.2. Permitted Uses and Development Standards. The permitted uses, the densities and intensities of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the

construction, installation and extension of improvements, development guidelines and standards, implementation programs for processing of subsequent entitlements and other conditions of development for the Property shall be those set forth in the General Plan, Zoning for the Property, and Municipal Law and City Policies. Development of the Project shall be subject to the Citywide standards and specifications for public improvements in effect Citywide at the time that Developer files improvement plans with City.

Section 3.3. Conditions of Approval. The rights vested in Developer to develop the Project under this Agreement are subject to the obligation to fully perform in a timely manner all applicable Conditions of Approval, attached hereto as **Exhibit C**, which the Parties have determined are consistent with this Agreement. The Conditions of Approval attached hereto shall take the place and supersede the conditions of approval adopted with the original Tentative Map.

Section 3.4. Mitigation Monitoring and Reporting Program. The rights vested in Developer to develop the Properties under this Article are subject to and subordinate to the obligation to fully perform in a timely manner all applicable mitigation measures contained in the Mitigation Monitoring and Reporting Program, attached hereto as **Exhibit D**.

Section 3.5. Timing of Development. The Parties acknowledge that Developer cannot, at this time, definitively predict when any portion of the Project will be developed. Such decisions depend upon numerous factors that are not within the control of Developer, such as economic conditions, consumer demand, interest rates, absorption rates, and other factors. Developer shall have the vested right to develop its Property at such order, rate, and time as Developer deems appropriate in the exercise of its business judgment, subject to the terms and conditions set forth in this Agreement and the Project Approvals.

Section 3.6. Limitations on Developer's Vested Rights. City and Developer agree that the vested rights conferred by this Agreement are subordinate to the following:

(a) *Referenda.* The Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. In the event of any such referendum that reduces the development rights conferred by this Agreement, City shall cooperate with Developer and undertake such reasonable actions as may be appropriate to ensure that Developer may develop the Project in accordance with this Agreement and the Subsequent City Approvals.

(b) *Regulation by Other Public Agencies.* The Parties acknowledge that other public agencies, outside of the control and authority of City, regulate or have authority over City and the public infrastructure required to serve the Project, and that the exercise of such public agency authority could negatively affect development of the Project. Nothing in this Agreement limits the authority of such public agencies. City shall not be found to be in breach of this Agreement due to any action taken by another public agency that negatively impacts this Agreement or development of the Project.

(c) *Changes in California Building Standards Codes.* Development of the Project shall be subject to changes occurring from time to time to the California Building Standards

Codes, however, City shall not impose any optional local standards that conflict with this Agreement.

(d) *Changes Mandated by Federal or State Law.* The Project shall be subject to subsequently enacted federal or state laws or regulations that may conflict with this Agreement or the Subsequent City Approvals, that mandate adoption of local regulations, or that preempt the Municipal Law and City Policies. As provided in section 65869.5 of the Development Agreement Statute, in the event that state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law that conflicts with this Agreement or otherwise affects the Project, City or Developer shall provide the other Party with written notice of the federal or state law or regulation and a written statement of the conflicts raised by such law or regulation. Promptly thereafter, City and Developer shall meet and confer in good faith to modify this Agreement, as necessary, to comply with such law or regulation. In such discussions to resolve the conflict, City and Developer shall attempt to preserve the terms of this Agreement to the maximum extent feasible.

(e) *Health and Safety Emergencies.* In the event that any future public health and safety emergencies arise during development of the Project, City agrees that it shall attempt to address such emergency in a way that does not have a material adverse impact on the Project.

Section 3.7. Termination by Developer. This Agreement does not impose any affirmative obligation on Developer to file final maps for the Project or develop the Project. Developer shall have the right to develop the Project pursuant to the provisions set forth in this Agreement. Developer may terminate this Agreement at anytime without penalty. Developer acknowledges that upon termination of this Agreement, all other Project Approvals (including but not limited to, the Tentative Map) shall be considered expired and have no further force or effect. Upon any such termination, the Parties shall record a notice of termination on title to the Property, with the costs of such notice being the obligation of Developer. All provisions contained in Article V (Insurance; Indemnity) shall continue in full force and effect beyond such termination.

ARTICLE IV

PROJECT FEES; PUBLIC IMPROVEMENTS

Section 4.1. Application, Processing, and Inspection Fees. This Agreement does not limit City's authority to charge administrative, legal, processing, inspection, and plan checking fees (including any post-Effective Date increases in such fees and charges) to process land use approvals, improvement plans, inspections, building permits, or other similar permits, where such fees are meant to reimburse City for actual time and costs to provide the services contemplated and which are in force and effect on a Citywide basis at the time Developer applies for such permits or approvals.

Section 4.2. Citywide Impact Fees. City charges certain Citywide fees to new development, including impact fees to new development to offset impacts to City's public facilities in accordance with the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*) ("Impact Fees"). The Project shall be

subject to all Impact Fees in effect Citywide at the time of building permit. This provision shall govern in the event of any conflict with the original Project Approvals, including the Tentative Map originally approved for the Project.

Section 4.3. Fees Charged by Other Public Agencies. This Agreement does not preclude City from collecting fees from Developer that are lawfully imposed on the Project by other public agencies and which City is required to collect. Developer acknowledges that the Project is subject to fees charged by other agencies, including but not limited to, Tuolumne County, school districts, and the Tuolumne Utilities District. Developer shall pay such fees prior to issuance of building permit or final occupancy, unless the public agency requires or allows otherwise.

Section 4.4. Infrastructure and Public Improvements. Developer shall be responsible for constructing and financing the public improvements, infrastructure, and facilities required for development of the Project consistent with the Project Approvals (“Improvements”). All design and improvement plans for the Improvements shall be in accordance with City improvement standards and subject to review and approval by City.

Section 4.5. Maintenance Obligations. City shall have no obligation to maintain any Improvements (including in-tract improvements) until such time that those Improvements have been formally accepted by City for its ownership and operation. Developer shall be solely responsible for maintenance of the public improvements and sites owned by Developer until such time that those public improvements and sites have been formally accepted by City for its ownership and operation. City in its sole discretion may withhold building permits or occupancy certificates until the Improvements (including in-tract improvements) required for such permit or certificate applied for have been formally accepted by City.

Section 4.6. General Fund and City Bonding Capacity. Nothing in this Agreement shall be construed as requiring City to pay, contribute, loan, or use its general fund or City bonding capacity to construct or extend public infrastructure, complete any public improvements or facilities, maintain or operate any public improvements or facilities, or take any action for the Project that would adversely affect City’s general fund or City’s bonding capacity. City’s decision not to use its general fund or bonding capacity to construct or maintain any required public improvements or facilities for continued development of the Project shall not be considered a breach of this Agreement by City.

ARTICLE V

INSURANCE; INDEMNITY

Section 5.1. Insurance. Developer shall require all persons doing work on the Project, including its contractors and subcontractors, to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.

(a) **General Liability Insurance.** Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) (or as

otherwise approved, in writing, by the City) per claim and Two Million Dollars (\$2,000,000) each occurrence.

(b) Automotive Liability Insurance. Developer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Other Provisions. The General Liability Insurance and Automotive Liability Insurance described in subdivisions (a) and (b) shall:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees and representatives as additional insureds by endorsement with respect to performance of this Agreement (“Additional Insureds”). The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents and representatives.

(iii) Contain standard separation of insured provisions.

(d) Workers’ Compensation Insurance. Developer shall take out and maintain during the Term of this Agreement, worker’s compensation insurance for all Developer’s employees employed at or on the Project, and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide worker’s compensation insurance for contractor’s or subcontractor’s employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any worker’s compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting from failure of Developer, its agents, employees, contractors or subcontractors to take out or maintain such insurance. Worker’s compensation insurance with statutory limits and employer’s liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident shall be maintained.

Section 5.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to commencing work on the Project, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire or be materially reduced in coverage without thirty (30) days prior written notice to City.

(b) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(c) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior to the termination of this Agreement.

(d) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(e) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to the City.

Section 5.3. Third Party Legal Challenge. Developer shall hold harmless, indemnify, and defend City, and City's elected and appointed councils, boards, commissions, officials, employees, agents, and authorized representatives (collectively, "City's Agents"), from any and all liability, cost, claim, action, or proceeding sought or brought by a third party against City or City's Agents to attack, challenge, set aside, or void the Project. This indemnification shall extend to and protect City's Agents from any attempt to impose personal liability against City's Agents resulting from their involvement in the Project. City shall have no obligation whatsoever to defend, respond to, or expend any resources — including staff time, funds, or legal counsel — in connection with any claim, action, or proceeding challenging the Project. In the event that City, in its sole and absolute discretion, elects to respond to or participate in any action challenging the Project, Developer shall reimburse City for all costs and expenses incurred by City in connection with any such participation, including but not limited to attorneys' fees, staff time, expert witness fees, filing fees, and all other litigation-related expenses, within thirty (30) days after Developer's receipt of written documentation of such costs and expenses.

(a) *City Participation.* Developer shall defend City through counsel selected by City. The Parties shall cooperate with each other in the defense against any action challenging the Project. City in its sole discretion may determine its degree of participation in the defense of any such action.

(b) If Developer does not reimburse all defense costs incurred by City within thirty (30) days after receipt of documentation of such defense costs, a penalty shall accrue on the unpaid amount at a rate of ten percent (10%) each year. Such defense costs include, but are not limited to, court costs, defense counsel for City, or any other direct costs associated with responding to the action.

(c) *Survival.* This Section shall survive beyond the Term of this Agreement and shall expire only upon occurrence of the latter of (i) the challenge period for all Project approvals, including any appeals has terminated; or (ii) the dismissal or settlement of any challenge to the Project.

Section 5.4. Indemnity and Hold Harmless. Developer agrees to defend, indemnify, and hold harmless City and City's Agents from all liability for personal injury, including death, as well as property damage, which may arise from activities conducted by or omissions of Developer or Developer's contractors, subcontractors, agents, or employees relating to development of the Project. The foregoing indemnity obligation of Developer shall not apply to any liability for damages or claims for damages relating to use of any improvements after completion and

acceptance by City. Developer's indemnification requirements will not apply where the claim, action, or proceeding is as a direct result of City or City's Agents' gross negligence or willful misconduct.

Section 5.5. Prevailing Wages. Developer acknowledges the requirements of California Labor Code Section 1720 *et. seq* ("Prevailing Wage Law"), and that it is Developer's obligation to determine if the Prevailing Wage Law applies to any work done by Developer on their portion of the Project. Developer shall defend, indemnify, and hold harmless City and City's Agent's from any claim or liability arising out of any alleged failure of Developer to comply with the Prevailing Wage Law.

Section 5.6. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of any applicable Subsequent City Approvals which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify City shall constitute grounds upon which City may in its sole discretion rescind or withhold this Agreement, any Project Approvals, or any Subsequent City Approvals. Developer's failure to indemnify City shall be a waiver by Developer of (i) any right to proceed with the Project, and (ii) Developer's right to file a claim, action, or proceeding against City or City's Agents based on City's rescission or withholding of any Project Approvals or Subsequent City Approvals, or based on City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City.

Section 5.7. Waiver of Damages Against City. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement, or the processing and implementation of the Project. Developer's remedies under this Agreement shall be limited to specific performance.

Section 5.8. Recission of Project. In the event of any demand, claim, action, or proceeding sought or brought to attack, challenge, set aside, or void the Project, City reserves absolute discretion to immediately terminate and rescind the Project and any associated Project Approvals or permits, including but not limited to, all entitlements, tentative maps, this Agreement, resolutions, and ordinances in connection with the Project. The Parties expressly acknowledge and agree that City's willingness to enter into this Agreement is conditioned upon, and would not have occurred but for, Developer's unconditional assumption of all costs, expenses, and obligations associated with defending the Project against any challenge, litigation, administrative proceeding, or other action, whether brought by a third party or otherwise. This allocation of risk and responsibility is a material inducement to City's execution of this Agreement, and any breach of Developer's obligations under this Section shall constitute a material breach of this Agreement. This Section shall survive beyond the Term of this Agreement and shall expire only upon occurrence of the latter of (i) the expiration of all applicable statutes of limitations and challenge periods for the Project, including the exhaustion of all appeal rights; (ii) the final dismissal with prejudice, settlement, or final non-appealable judgment resolving any and all challenges to the Project; or (iii) the full satisfaction by Developer of all reimbursement obligations owed to City arising out of or related to any such challenge.

ARTICLE VI

DEFAULT; ADMINISTRATION

Section 6.1. Default. Failure or unreasonable delay by either Party to perform any term or condition of this Agreement shall constitute default. In the event of default, the Party alleging such default or breach shall give the other Party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such 30-day period, the Party charged shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings. After notice and expiration of the 30-day period, if such default has not been cured or cure is not being diligently pursued in the manner set forth in the notice, the charging Party may at its option: (i) terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement, or (ii) institute legal or equitable action to cure or remedy any default, including but not limited to, an action for specific performance of the terms of this Agreement.

Section 6.2. Withholding of Permits. If Developer has defaulted or has been provided with a default notice pursuant to this Article, City may, in its sole discretion, refuse to issue or withhold any permit, certificate, or entitlement for any structure or improvement relating to the Project, including without limitation, a notice of completion, building permit, sign permit, grading permit, or occupancy certificate.

Section 6.3. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties and any amendment must be in writing, as provided below:

(a) **Major Amendment.** The City Council shall approve any major amendment to the Agreement. An amendment shall be deemed a “major amendment” if it constitutes a material change to City’s financial obligations (with the City Administrator having the sole discretion to determine what constitutes a “material change”). Any major amendment shall comply with the procedures of the Development Agreement Statute.

(b) **Minor Amendment.** The Parties acknowledge that development of the Project and the details of performance by the Parties require administrative flexibility. The City Administrator shall have the authority to approve minor amendments to this Agreement. An amendment shall be deemed a “minor amendment” if it is not a major amendment and does not incur any financial obligation that exceeds the City Manager’s authority. If City and Developer mutually agree that a minor amendment is appropriate, they shall effectuate the minor amendment through an operating memorandum approved by the Parties with the City Manager acting on behalf of City. An executed operating memorandum shall become effective immediately. Each operating memorandum shall be recorded as an addendum to this Agreement and become a part of this Agreement. Unless otherwise required by law, a minor amendment shall not require any notice or hearing.

Section 6.4. Streamlined Implementation. The Parties desire to simplify and streamline the process for implementing the Project. Accordingly, the following modifications may be considered non-substantial as provided below, and approved by the City department director primarily responsible for the Project (“Director”) without the need for amendment to this Agreement:

(a) Tentative Subdivision Maps. Modifications to the Tentative Map determined to be non-substantial in the sole discretion of the Director.

(b) Conditions of Approval. Any modification to the Conditions of Approval attached to this Agreement or conditions of approval associated with any Subsequent City Approvals, which are determined to be non-substantial in the sole discretion of the Director.

(c) Streets and Rights-of-Way. Any modification of the alignment, location, naming, width, length, or specification of streets, utility rights-of-way, or other public rights-of-way or facilities that is determined to be non-substantial in the sole discretion of the Director.

City will make its best efforts to respond within thirty (30) days to any Developer request for a non-substantial modification. Notwithstanding, in no case shall City's consent to any requested modification be "deemed approved" as a result of any failure to render a decision within a particular time frame. Developer may appeal any decision made by the Director pursuant to this Section consistent with the appeal provisions contained in City's Municipal Code, as applicable.

Section 6.5. Assignment and Assumption.

(a) Developer shall have the right to sell, assign, or transfer all or any part of its rights, title and interests in all or a portion of the Property to any person, firm, or corporation during the Term of this Agreement. Any assumption of all or part of this Agreement must be done in writing and in a form approved by City. In any such assignment, the successor to the transferred Property shall expressly assume all applicable obligations under this Agreement. Any assignee of Developer shall be subject to all the benefits and burdens of this Agreement.

(b) Developer shall provide City with written notice of sale, assignment, or transfer of all or a portion of the Property at least thirty (30) days in advance of such action, subject to approval by the City Manager, whose consent shall not be unreasonably withheld. City Manager may withhold consent of the assignment where City Manager reasonably determines in his or her sole discretion that the proposed assignee is unable to meet the financial obligations of the Project or this Agreement. Upon execution of an Assumption Agreement in a form approved by City, Developer shall be relieved of any obligations under this Agreement relating to the transferred Property. After execution of an Assumption Agreement, the Assumption Agreement shall be recorded on title to the transferred Property in the official records of Tuolumne County.

Section 6.6. Termination Upon Completion of Development. This Agreement shall terminate (i) upon expiration of the Term, or (ii) when Developer has received occupancy certificates for all developed parcels and all Developer obligations hereunder have been satisfied. Upon termination of this Agreement, the Parties shall record a notice of such termination in a form approved by City. Termination of this Agreement shall not eliminate the rights of any Party to seek any applicable and available remedies or damages based upon acts or omissions occurring prior to said termination. The rights and obligations of the Parties set forth in the terms and conditions of this Agreement, which by their express terms or nature and context are intended to survive termination of this Agreement, will survive any such termination under this Article.

Section 6.7. Notices. Any notice or communication required hereunder among the Parties must be in writing, and may be given either personally, by registered or certified mail, or by Federal Express, UPS or other similar couriers providing overnight delivery. All notices or communications sent by personal delivery, mail, or courier service shall be accompanied by a copy sent by email. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address listed below to which such notice or communication shall be given. Notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Sonora
94 N. Washington Street
Sonora, CA 95370
Attn: City Administrator
Email: cgorsky@sonoraca.org

with copy to: City of Sonora
94 N. Washington Street
Sonora, CA 95370
Attn: City Clerk
Email: tskelly@sonoraca.org

with copy to: White Brenner LLP
1608 T St.
Sacramento, CA 95811
Attn: Douglas L. White, Esq.
Email: doug@whitebrennerllp.com

If to Developer: _____

Email: _____

Section 6.8. Standard Terms and Conditions.

(a) Venue; Governing Law. Venue for all legal proceedings shall be in the Superior Court for the County of Tuolumne. The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

(b) Waiver. No Party shall be deemed to have made any waiver of any breach of any term, condition or covenant unless said waiver is in writing and signed by the Party so waiving. Such waiver by any Party shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition.

(c) Integration. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto. Unless set forth herein, neither Party shall be liable for any representations made, express or implied, which are not specifically set forth herein.

(d) Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties hereto concerning the subject matter of this Agreement.

(e) Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(f) Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

(g) Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(j) Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title or interest to any portion of the Property shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property, and all rights and interests of such person in the Property shall be subject to the terms, requirements and provisions of this Agreement.

(j) Counterparts. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(k) Further Acts; Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents and to perform any further acts, as may be necessary and convenient to fulfill the purposes and objectives of this Agreement.

(l) Time is of the Essence. Time is of the essence in this Agreement in each covenant and term and condition herein.

(m) Authority. Each Party executing this Agreement certifies, in their individual or corporate capacity that (i) they have legal or equitable title to the applicable parcels subject to this Agreement; (ii) they are authorized to enter into this Agreement, and (iii) they have complied with all requirements under state or federal law for such person or entity to execute this Agreement.

(n) Joint Preparation. All Parties to this Agreement have negotiated it at length and have had the opportunity to consult with and be represented by their own competent counsel. Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. The Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(o) Attorney's Fees and Costs. In the event one of the Parties commences litigation for specific performance or damages for breach of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs incurred, in addition to any other relief to which such Party may be entitled.

[Signatures on following pages]

IN WITNESS WHEREOF, this Agreement has been entered into by and between City and Developer as of the dates set forth below (“Effective Date”).

CITY:

CITY OF SONORA,
a California municipal corporation

DEVELOPER:

_____,
a _____

By: _____
Chris Gorsky, City Administrator

Date: _____

By: _____

Date: _____

ATTEST:

By: _____
Tracy Skelly, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

Date: _____

EXHIBIT A

Legal Description of Property

EXHIBIT B
Tentative Map

EXHIBIT C

Conditions of Approval

EXHIBIT D

Mitigation Monitoring & Reporting Program

EXHIBIT E

Development Agreement Ordinance

CUESTA HEIGHTS SUBDIVISION PROJECT
CITY COUNCIL CONDITIONS OF APPROVAL ~~AND~~
~~FINDINGS MARCH 3, 2008~~
(REVISED FEBRUARY 16, 2021)
(REVISED APRIL , 2026)

1. Final subdivision design shall consist of a ~~49~~ 46 lot single-family residential subdivision, ~~plus a tank lot~~, all consistent with the street and lot layout shown on the plans and Tentative Subdivision Map presented to and approved by the City Planning Commission and City Council, unless otherwise revised by the conditions cited below. With a calculated slope of 20.2 percent for the site, the allowable maximum density is 5 units per acre, pursuant to Section 17.34.130 of the Sonora Municipal Code. At ~~49~~ 46 lots, the slope density calculation of 2.2 units per acre is under the standard of the Sonora Municipal Code.

2. *All required plans, reports and studies previously submitted to the City need to be reviewed, modified as needed, and accepted by the project's engineer of record. The updated documents must be provided to the City for approval prior to Phase One Final Map approval. Overall project plans, reports and studies not previously submitted, must be provided to the City for approval prior to Phase One Final Map approval. The city must receive any plans, reports and studies, not previously submitted, prior to the approval of the final map or prior to the start of construction for each phase depending on the City Engineer's requirements for document submittal. The following improvement plans, reports, or studies shall be prepared and/or updated to the satisfaction of the pertinent reviewing agencies and submitted for agency and City review and approval prior to the issuance of applicable permits for construction and/or approval of the Final Map:*
 - a) ~~A Grading Permit shall be required prior to any movement of dirt on site~~A Grading Permit shall be required prior to any movement of dirt on site. A Comprehensive Engineered Grading Plan, approved by the City Engineer, showing the tops and toes of all slopes, grade and width of access roads and building areas for the planned development area, etc. To minimize the amount of grading and clearing of the property, the plan shall include provisions that grading and clearing be limited to the developed area (such as streets, sidewalks, drainage, street slopes) for the project identified by the tentative map.

 - b) A Geotechnical Report, approved by the City Engineer and referenced on the Final Map and Improvement Plans.

 - c) An Engineered Drainage Plan and Study, approved by the City Engineer, which will investigate before and after development flows for a 100 year storm to Caltrans standards for on- and off-site drainage measures necessary to accommodate project storm water flows. On-site detention/retention may be

considered to control flows from the site. Deficiencies in downstream improvements shall be noted and reasonable off-site improvements may be required by the City. The following standards to be reflected in the plan:

- All roads shall be drained by a designed underground storm drainage system. Drainage from roads shall be carried to the nearest natural drainage course or publically maintained storm drainage system by means of pipes or concrete lined ditches.

- The runoff from the developed subdivision shall not exceed the predevelopment runoff. Where lots in the subdivision drain over adjacent property surrounding the subdivision, concrete lined ditches within drainage easements shall be provided to ensure drainage resulting from the development is directed to the storm drain system or natural drainage course.

d) Street Improvement Plans, including profiles and cross-sections, including any retaining walls proposed or required, for all subdivision streets. The following standards are to be reflected in these plans:

- Cuesta Heights Road and Longview Circle shall be 32 feet between the front edge of the curb and gutter pan, within a 50 foot right-of-way. This will provide a parking lane on one side of the street adjacent to the 4 foot sidewalk, and two, 12 foot travel lanes clear of the curb and gutter pan. *Portions of the Longview Circle at the intersection of Cuesta Heights Road shall be developed as a hammerhead turnaround under Phase One subject to current Sonora Fire Department standards.*

- ~~-Cassie Way Dot Drive shall be 20 feet in width between the front edge of the curb and gutter pan within a 40 foot right-of-way, due to the one way direction and limited number of lots on that street. This will provide a parking lane on one side of the street adjacent to the 4 foot sidewalk, and one 12 foot travel lane clear of the curb and gutter pan.~~

- A left turn pocket shall be constructed *in Phase Two* to accommodate southbound movements on Shaws Flat Road to Cuesta Heights Road. *Improvement Plans submitted must include the striping plan and needed right of way must occur in Phase One.*

- ~~-A sidewalk, curb and gutter shall be constructed *in Phase One* on the Shaws Flat Road frontage of the property, between the south side of Cuesta Heights Road to the north side of the intersection of Shaws Flat and Roble Road. Sidewalk width to be a minimum of 4 feet from the back of the curb and gutter to the back of the sidewalk.~~

- Maintain a road grade maximum of 12%, except for short stretches where 15% may be necessary.

- e) Predevelopment Plans shall be provided for each lot in the subdivision for review and approval by the Community Development Department. Prior to the issuance of a Building Permit. ~~p~~Predevelopment plans shall show a typical footprint of a house with a garage, driveway, and location, with a profile through the driveway. Predevelopment plans shall be used as guidelines only for the development of each lot, simply to show that a lot can be developed within setback and driveway requirements, and to analyze disturbed off-street areas. ~~Prior to the issuance of a Building Permit, the developer shall submit a plot plan for review and approval by the Community Development Department. The plot plan shall demonstrate how the units will be situated on each lot, including building setbacks relative to the property lines. Unless otherwise approved by the Community Development Director, individual plot plans submitted shall be consistent with the Pre-Plotting Plan approved for the project.~~
- f) ~~An Encroachment Permit shall be required for any construction work in the public right of way, on lands owned by the City of Sonora, or in easements dedicated to the City of Sonora. The encroachment permit shall be obtained prior to the start of said work.~~ An Encroachment Permit shall be required for any construction work in the public right of way, on lands owned by the City of Sonora, or in easements dedicated to the City of Sonora. The encroachment permit shall be obtained prior to the start of said work. Encroachment Plans for Shaws Flat Road and Roble Road, subject to approval of the City Engineer. Encroachment plans may include a requirement for dedication of right-of-way along Shaws Flat Road.
- g) An Erosion and Sediment Control Plan, approved by the City Engineer, related to grading or other earthwork to be performed on site between October 1 and May 1 of any given year the project is under construction. Said plan shall identify potential erosion problems related to this specific project, and measures to be employed to control such concerns. As part of the erosion and sediment control plan, attach a Storm Water Pollution Prevention Plan (SWPPP) and permit, as approved by the State of California.
- h) An Underground Utilities Plan or Plans, for water, sewer, power, telephone, cable TV, and LP Gas (if applicable) to be approved by respective agencies. Within preparation of the improvement plans for the water system, provide water mains, hydrants, and fire flows as required by the City of Sonora Fire Department. Fire hydrant number and locations to be shown on the plan, as determined by the Fire Chief. Fire flow to be based upon an Engineering Analysis of the water system, and tested upon completion of the construction. All utilities to be underground and served from the front of lots. *The developer shall not be required to underground the existing PG&E electrical lines and poles along Shaws Flat Road.* Where underground LP gas service is provided by a LP gas purveyor, lines under roads shall be placed in metal sleeves with an encroachment permit with the LP gas purveyor. ~~An LP gas tank lot or easement shall be shown in the vicinity of Lots 14 and 15.~~ Easements for underground utilities shall be provided along the frontage of all lots clear of any sidewalk areas, and along the sideline and rear lot line where necessary in

accordance with the Underground Utilities Plan. ~~All mail-box cluster units shall include the provision of architectural and/or structural elements such as decorative vinyl arbor that enhances the pedestrian-scale of its neighborhood. Said structural elements shall be shown and approved as part of the subdivision improvement plans and shall meet federal standards. The city will assist the Developer and/or Project Proponent in obtaining authorizations for any encroachment into the public right-of-way.~~ Mail-box cluster units shall include the provision of architectural and/or structural elements, such as decorative arbor, that enhances the pedestrian-scale of its neighborhood. Said structural elements shall be shown and approved as part of the subdivision improvement plans and shall meet federal standards. The city will assist the Developer and/or Project Proponent in obtaining authorizations for any encroachment into the public right-of-way.

- i) *The Final Landscape Plan as described has been approved by the Parks, Beautification and Recreation Committee. The plans previously submitted will need to be updated for each phase and submitted for approval prior to issuance of grading permits for each phase.* A Final Landscape Plan, to be approved by ~~the City Parks, Beautification and Recreation Committee~~ City Council or Community Development Department, as appropriate. This plan shall take the form of a Revegetation Plan. This plan shall include an inventory, mapping, and marking on site of all trees 6 inches in diameter or greater at chest height proposed for removal within street rights-of-way, easements for public utilities or drainage, and within building envelopes identified by required predevelopment plans for the project. All effort shall be taken to attempt to preserve oaks located within these areas. Based upon the inventory, the following measures shall be implemented:

- All such trees identified for removal from within street rights-of-way, public utility and drainage easements shall (1) contribute funds to the Oak Woodlands Conservation Fund, as established under subdivision (a) of Section 1363 of the Fish and Game Code, and as allowed by Section 21083.4 of the Public Resources Code, or (2) at the time of construction on the individual lots, provide planting of native species in the front yard area of the lot, or (3) a combination of the above.

- All such trees identified for removal on the single family lots shall provide for revegetation on the individual lot as part of a site plan submitted for a building permit on each lot. On-site replacement shall be planned in such a manner to address visual and noise concerns of the lost oak woodland upon existing, adjacent properties. Specifically, the replacement vegetation shall be directed to side and rear yard areas to mitigate visual concerns, and to help to muffle potential noise. Implementation of revegetation shall be a condition of the final inspection for houses constructed ~~on~~ the individual lots.

- In the event that existing trees that are retained for the project do die, due to changes in the existing grades and soil permeability, and to ensure that new landscaping plants survive, the following conditions shall apply throughout the life of the project:

a. If existing trees retained for the project become dead or are dying within five (5) years of completing the projects infrastructure construction, the developer or subsequent owner(s) shall be responsible for replacing said existing native tree(s) at a ratio of two (2), 24 inch box tree(s) as selected by the City ~~Parks, Beautification and Recreation Committee~~, for each tree lost, in the same area as the trees(s) that are dead or dying. Implementation shall be by the City ~~Parks, Beautification and Recreation Committee~~ as necessary. The developer or subsequent owner(s) shall be responsible for maintaining landscaping plants in a manner consistent with Section 12.2002.145 of the Sonora Municipal Code.

- Prior to final map or at such later time agreed by the parties, the City in its sole discretion may require a covenant be recorded on the parcels within the development detailing the ongoing landscaping maintenance obligations within the development, in a form approved by the City.

- The plan shall also include provisions for screening ~~of~~ the tank lot, as may be determined to be necessary by the Committee, based upon final water system design to be determined by Tuolumne Utilities District. *No longer required.*

j) A Street Lighting Plan, providing appropriate lighting at all intersections, cui-de-sacs, and along streets in accordance with PG&E and City Standards. Street lights to be aimed or shielded to avoid glare on neighboring properties. Developer to provide initial installation of lighting standards, and provide for the maintenance of the lighting and payment of the power usage by the formation of an entity, direct initial or yearly payment, or assignment of the lighting maintenance to specific lots. *Overall project plans, reports and studies not previously submitted, must be provided to the City for approval prior to Phase One Final Map approval. Phase One shall include a street light at the Shaws Flat Road/Cuesta Heights Road intersection and at the turnaround intersection at Longview Circle. The developer must identify how maintenance and payment of power usage will be addressed under the Street Lighting Plan.*

k) Engineer's Estimate of the public improvement work, including utilities. Estimate to be used for plan check fees and potential subdivision bonding. *The*

Engineer's Estimate for all of the public improvement work, including utilities, is to be submitted prior to Phase One Final Map approval. Engineer's Estimates for each phase will be submitted prior to issuance of each grading permit.

- l) Preparation and procedures for Subdivision Improvement Plans shall be in accordance with Section 16.04.110 of the Sonora Municipal Code.

3. Grading Standards:

- a) All roadway and lot grading shall conform to current Caltrans Standards (2002), to the geotechnical report provided with the approval documents, and the approved Comprehensive Grading Plan.
- b) Hours of construction on the project site shall be in accordance with the provisions of Section 8.20.040 of the Sonora Municipal Code. In the event that noise concerns are indicated to the City during construction, noise monitoring may be required to be conducted by an independent noise consultant, selected by the City. The costs for such monitoring will be paid for by the developer. Recommendations made by the consultant to decrease construction noise will be followed by the developer, as required by the City.
- c) All construction equipment to be acoustically muffled to reduce noise and properly maintained to reduce exhaust emissions, in accordance with Caltrans Standard Specifications.
- d) Applicant shall be responsible for dust abatement during earthwork and construction operations. A watering truck(s) or other watering device(s) shall be on the project site on all working days when natural precipitation does not provide adequate ground moisture for complete dust control. Said watering device(s) shall be used to spray water at the site at the end of each day and at other intervals, as the need dictates, to control dust.
- e) Disposal site or sites for excess earth material over 50 cy shall require a City or County of Tuolumne Grading Permit.
- f) Cut and fill slopes are to be mulched and seeded prior to October 1 of the year of development consistent with the approved Erosion and Sediment Control Plan. The seed mixture shall include a wildflower seed mixture compatible with the foothills area as approved by the City ~~Parks, Beautification and Recreation Committee~~.
- g) All recommendations of the cultural resources investigation conducted by PAR Environmental Services, dated March 22, 2007, commencing on page 10 of that report, shall be completed if buried resources are discovered.

4. Construction Standards and Easements:

- a) All sidewalk, curb and gutter shall conform to current City Standards on file with the City Engineer.
- b) Interior street rights-of-way may be a minimum of 40' in width where approved by the City Engineer. Where sidewalks are present, the street right of way shall be in back of the sidewalk. Sidewalks may be provided on only one side of the streets within the subdivision. The single sidewalk will be a minimum width of 5' (feet). Common driveways shall be within minimum 20' easements; turnarounds in common driveways shall be within easements. All street rights of way and common driveway easements shall be offered for dedication as road and public utility easements for public use. It is intended that the street rights of way be accepted for maintenance by the City, and common driveways be rejected for maintenance. Homeowners utilizing the common driveways shall be responsible for shared maintenance under the project's CC&R's or other sales documents.
- c) Structural section for streets shall be determined by geotechnical analysis with the appropriate R-value. Structural section for streets shall be a minimum of 2" Asphalt Concrete over 6" Class 2 Aggregate Base over 95% Relative Compaction subgrade, unless otherwise shown on the tentative map. Common driveways may be 2" AC over 4" AC. Where unsuitable subgrade is encountered, as determined by the City Engineer, R-value tests shall be required to be conducted to determine the Structural Section. Compaction testing shall be required on all subgrade and backfill of trenches.
- d) The maximum street grade is to be 15% unless otherwise approved by the City Engineer on Street Improvement Plans. The maximum driveway grade is to be 20%.
- e) Public utility and drainage easements shall be provided 5' on each side of each lot sideline, and 10' along the front and rear lot lines. Underground utility lines shall not be constructed under sidewalks except generally at right angles so as to provide service to the lots. Where utilities are served from the frontage, rear line and front line easements may be reduced to 5' provided such reduction is consistent with utility plans, and special easements outboard of the utility easement are provided for transformer pads or other utility vaults necessary to be clear of the utility trench.
- f) Special off-street dedicated easements shall be provided as necessary for water, sewer and storm drainage. Dedicated drainage easements shall be provided 5' each side of natural drainage swales or ditches.
- g) Subdivider shall provide to the City a written agreement with the Tuolumne Utilities District (TUD) that will specify conditions for water and sewer service, based upon correspondence received by the City dated April 7, 2007 and February 1,

2008, including the construction and transfer of public pipeline facilities to abut each of the 49 46 residential lots; payment of administration, engineering and inspection fees; and payment of connection fees, including water supply, treatment and storage capacity charges.

- h) Subdivider shall provide to the City written documentation with respect to meeting compliance with TUD's wastewater outfall system requirements to dispose of recycled water to accommodate the project's wastewater flows. Payment of a capacity charge to mitigate impacts to the TUD wastewater outfall storage capacity may also be required.
- i) ~~Where it is apparent that fire flow requirements at hydrants cannot be met, alternate means of fire protection shall be as required by the City Fire Chief, including automatic fire sprinkler systems to each residential structure.~~ Easements shall be dedicated to and around fire hydrants where located off of street right of ways. Fire hydrants including such easements *shall comply with TUD's standards and shall be dedicated to the City TUD on the final map.*
- j) *All fire hydrant locations shall be pre-approved by the Sonora Fire Chief. Fire hydrants shall be spaced no more than 750 feet from each other, beginning with the first hydrant placed in Phase One. Fire hydrants must be installed and in working order prior to the first lumber drop/start of building construction. No construction will commence within Phase One until at least one fire hydrant is installed on Cuesta Heights Road between the first and second lots.*
- k) *No construction shall commence in Phase Two or Three until fire hydrants and water distribution systems are installed in accordance with the California Fire Code 2019, or more recent adopted Code, for each phase. All systems must meet City of Sonora Fire Department and TUD standards.*
- l) *A hydrant lateral shall be installed directly from the newly constructed water tank to a hydrant located on the street south of the tank lot in Phase Three and shall be installed in accordance with TUD standards.*
- m) *All construction and vegetation maintenance shall comply with 2019 California Fire Code, Chapter 49, or more recent adopted Code, requirements for Wildland-Urban Interface Fire Areas and Sonora Municipal Code Ordinance 835 Defensible Space.*
- n) *All structures/construction shall be equipped with automatic sprinkler systems installed and maintained in accordance with NFPA 13D, as required by the 2019 California Fire Code or more recent adopted Code.*
- o) All New Construction (homes) shall have approved internally illuminated address numbers placed in a position to be plainly legible and visible from the street or road fronting the property

- ~~o) New and existing buildings shall have approved internally illuminated address numbers placed in a position to be plainly legible and visible from the street or road fronting the property~~
- p) *Fire flow must meet current requirements for one and two family dwellings and have a 2-hour duration.*
- q) *Any common driveways/dead end roads shall be installed using the 2019 California Fire Code, or more recent adopted Code, Chapter 5, Section 503.2.5 providing a fire department turn around if over 150 feet. (120' hammerhead turnover will be required)*
- r) *All roads shall be constructed to provide a 20 ft. width, exclusive of shoulders, and an unobstructed vertical clearance of not less than 13 feet 6 inches and shall support all weather hard surface suitable for use by fire apparatus.*
- s) *All utility lines, services, storm drain improvements, sidewalk, roadway and widening improvements in the phased area should be consistent with the overall improvements plans, to avoid redoing the improvements and disturbance of developed lots.*

5. General Requirements

- a) Street name signs, and traffic signing and markings on interior roads and cross streets as required by the Department of Public Works. Final street names to be as approved by the Planning Commission and City Council.
- b) ~~Prior to the issuance of a Building Permit, the developer shall pay all applicable City Fees, County Traffic Mitigation Fees, School Impact Fees, and other fees as typically required for the issuance of a Building Permit~~ Prior to the issuance of a Building Permit, the developer shall pay all applicable City Fees, County Traffic Mitigation Fees, School Impact Fees, and other fees as typically required for the issuance of a Building Permit; Traffic Mitigation fees/and other building permit related fees shall be paid in accordance with the fee resolution in effect at the time of collection.
- c) A prohibition of wood burning stoves shall be written into the project's CC&Rs or other sales documents for the project.
- d) If a Final Map is to be filed prior to completion of improvements, a Subdivision Agreement, and Subdivision Bonding of public improvements, will be required in accordance with Section 16.04.120 of the Sonora Municipal Code. *If a final map is to be filed prior to completion of improvements for that phase then a Subdivision Agreement, and subdivision bonding of public improvements will be required.*

- e) During the construction of subdivision improvements, approval for the removal of hazardous or diseased trees which are outside of building envelopes as defined by the predevelopment plans for each lot shall first be obtained from the Community Development Director or his/her designee.
- f) All construction equipment used on site is to be properly maintained to reduce exhaust emissions.
- g) To balance on- and off-street parking demands created by the width of the subdivision streets, and to compensate for the parking lost on one side of the streets, 3 off-street parking spaces will be required. Provision of the 3 off-street spaces to be shown on the predevelopment plans for said lots. The requirement for the off-street spaces shall be noted on the final map.

~~h) The Cuesta Heights Subdivision does not propose any affordable housing units to be included as part of the project. However, an in-lieu fee of \$4,000 per undeveloped residential parcel will be paid at the time of issuance by the applicant for a building permit, to be deposited into a separate City fund to benefit the City's housing programs. If vacant lots will be sold, then a noticing must be in place to advise future owners of the Housing In-Lieu Fee of \$4,000 to be collected at building permit issuance. Program examples include the City's Homebuyer Program, the Housing Rehabilitation Program, or other programs that benefit the target income group of low and moderate income households. A policy will be adopted by the City Council with respect to collection and use of these in-lieu fees.~~

~~i)h~~ Pursuant to Section 16.04.090 of the City Subdivision Ordinance, payment of fees shall be provided in lieu of the dedication of land for park and recreation purposes. Calculation of the fees shall be based upon the provisions of subsection A.2. of that section, and shall be paid prior to approval of the Final Map *for each phase*.

~~j)i~~ Prior to approval of the *Phase One* Final Map, written verification shall be received from Sonora Elementary School and Columbia Elementary School with respect to relocation of the tax area code boundary as it relates to this project.

~~k)j~~ All on-site lighting outdoor fixtures shall be placed to prevent nuisances resulting from unnecessary light intensity, direct glare, or light trespass following the guidance of guidelines found at the International Dark Sky Association's website.

~~l)k~~ Prior to recordation of the final subdivision map, the developer of Cuesta Heights will repair, construct, and/or reconstruct the fence line along the common boundary between APN# 035-070-35 053 and ~~5547~~ to insure that said fence line is cattle tight, minimum five wire and five feet to the top wire from the ground.

- ~~m)l)~~ The final map shall include the following statement: "All persons purchasing lots within the boundaries of this approved map should be prepared to accept the inconveniences associated with adjacent agricultural operations, such as noise, odors, flies, dust or fumes. The City of Sonora has determined that such inconveniences shall not be considered to be a nuisance if agricultural operations are consistent with accepted customs and standards."
- ~~n)m)~~ The predevelopment plans and building permit site plans for Lots ~~10, 11 and 12~~ 27, 28 and 29 are to provide a maximum effort for provision of the rear yard area behind the location of the proposed house site, and to emphasize tree planting and/or other screening in those same rear yard areas as a buffer to adjacent parcels and views from Cuesta Oaks.
- n) No construction shall occur on-site prior to the issuance of a building permit.
- ~~o)~~ A set of Record Drawings (As-Built) shall be provided to and approved by the Community Development Department and/or City Engineer prior to the acceptance of public improvements by the City and prior to the issuance of a Building Permit. The drawings shall be submitted electronically in pdf format and on 3-Mil Mylar with each sheet signed and stamped by the Design Engineer and marked "Record Drawing" or "As-Built Drawing." No construction shall occur on-site prior to the issuance of a building permit.
- ~~o)~~ A set of Record Drawings (As-Built) shall be provided to and approved by the Community Development Department and/or City Engineer prior to the acceptance of public improvements by the City and prior to the issuance of a Building Permit. The drawings shall be submitted electronically in pdf format and on 3-Mil Mylar with each sheet signed and stamped by the Design Engineer and marked "Record Drawing" or "As-Built Drawing."
- p) The City of Sonora will not issue any final inspection and/or occupancy permits for any residences within the subdivision, until all required subdivision improvements have been completed to the satisfaction of the Community Development Director, Engineering Division, Public Works Department and Police and Fire Departments.
- q) Prior to the issuance of any building permits, lot grades shall conform to the approved grading plan. Written certification by a civil engineer or geotechnical engineer will be required to assure compliance with all grading plans.
- ~~p)~~
- ~~q)~~
- ~~r)~~ The City of Sonora will not issue any final inspection and/or occupancy permits for any residences within the subdivision, until all required subdivision improvements have been completed to the satisfaction of the Community Development Director,

~~Engineering Division, Public Works Department and Police and Fire Departments.~~

- s) ~~Prior to the issuance of any building permits, lot grades shall conform to the approved grading plan. Written certification by a civil engineer or geotechnical engineer will be required to assure compliance with all grading plans.~~

~~*Note: All words in italics were added and strikethrough words were deleted under the February 16, 2021 revision.*~~

FINDINGS—MARCH 3, 2008

- ~~1. The project is consistent with the provisions of the City of Sonora General Plan which is recommended to designate the project site for single family residential development. The project includes provisions for affordable housing through the collection of in-lieu fees available to target income groups through the City's housing program; provides for identified traffic improvements, including the payment of regional traffic impact mitigation fees; payment of fees to support recreational activities; provides pedestrian facilities; provides for the revegetation of native tree species; provides a safe environment from concerns of fire; and addresses concerns of construction noise, all in conformance to the City General Plan.~~
- ~~2. The project is consistent with the intent of Section 17.16.010 of the Sonora Municipal Code, which identifies the purposes of the compatible R-1, Single Family Residential zoning of the site, particularly by providing for the development of single family residences in areas feasibly served by utilities, streets, schools, recreation areas, and other necessary facilities; and creating conditions conducive to a desirable residential environment; all supported by facts presented in the staff report and supporting documents.~~
- ~~3. The project is consistent with the provisions of the city's hillside development requirement by providing a density that is less than that allowed by regulation, and implementing design principles in accordance with the City's hillside ordinance and guidelines, as explained in the staff report and supporting documents.~~
- ~~4. Environmental review has been completed in compliance with State CEQA and City EIR Guidelines.~~



City of Sonora

"Queen of the Southern Mines"

94 North Washington Street
Sonora, California 95370

Area Code 209

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Administration 532-4541
Finance 532-4541
Building/Planning . . 532-3508
Police 532-8143
Fire 532-7432
Public Works 532-2922
Cemetery 532-4492
Opera Hall 532-7725
Special Programs . . 532-7725
Redevelopment. . . . 532-7725
www.sonoraca.com

PROPOSED MITIGATED NEGATIVE DECLARATION

PROJECT: Cuesta Heights Subdivision

LOCATION: AP# 35-070-014 and 035, presently in unincorporated area of Tuolumne County, zoned RE-5 under Tuolumne County Code Title 17, with a County General Plan land use designation of HR and RR.

DESCRIPTION: Application by Robert Ozbirn for the Cuesta Heights Subdivision, a proposed single family residential subdivision to be located on 21.92 acres north of the intersection of Shaws Flat Road and Roble Road. Application includes adoption of a General Plan land use designation of SFR, Single Family Residential; rezoning the property to R-1, Single Family Residential consistent with the City's land use designation; and preapproval of a Tentative Subdivision Map for Cuesta Heights, creating forty-nine (49) single family lots and one (1) Tank Lot. All actions are in anticipation of annexation into the City.

PROPOSED ENVIRONMENTAL REVIEW FINDING: It is proposed, based upon preliminary review conducted pursuant to Section 15060 of the State CEQA Guidelines, including consultation with advisory agencies; and through preparation of an initial study pursuant to Section 15063 of the Guidelines, that although the project could have a significant effect on the environment, there will not be significant effects in this case because mitigation measures are available which will avoid the effects, or mitigate them to a point where clearly no environmental impacts will occur. Under this finding, a mitigated negative declaration is the appropriate environment document.

MITIGATION MEASURES AND MONITORING: Pursuant to provisions contained in the California Public Resources Code, the City of Sonora has established policy (Resolution No. 4-2-90-G), related to the adequate monitoring of mitigation measures required to mitigate the potential impacts of development projects. As required by that policy, the draft mitigation monitoring plan for a project is to accompany the proposed mitigated negative declaration for a project, if one is recommended by staff.

The draft mitigation monitoring plan for the Cuesta Heights Subdivision has been prepared, and is attached as part of this proposed mitigated negative declaration.

INITIAL STUDY

PROJECT: Cuesta Heights Subdivision

LOCATION: AP# 35-070-014 and 035, located at the North City Limits, northerly of the intersection of Shaws Flat Road and Roble Road. The property is 21.92 acres, presently is in an unincorporated area of Tuolumne County, under Tuolumne County Code Title 17, zoned RE-5, with a General Plan land use designation of HR and RR.

DESCRIPTION: Application by Robert Ozbirn for the Cuesta Heights Subdivision, a proposed single family residential subdivision to be located on 21.92 acres north of the intersection of Shaws Flat Road and Roble Road. Application includes adoption of a General Plan land use designation of SFR, Single Family Residential; rezoning the property to R-1, Single Family Residential consistent with the City's land use designation; and preapproval of a Tentative Subdivision Map for Cuesta Heights, creating forty-nine (49) single family lots and one (1) Tank Lot. All actions are in anticipation of annexation into the City.

SPECIFICS: The applicant proposes annexation of the project site to the City of Sonora. The proposed actions with respect to the general plan land use designation, rezoning, and the tentative subdivision map are applied for to take effect upon annexation to the City.

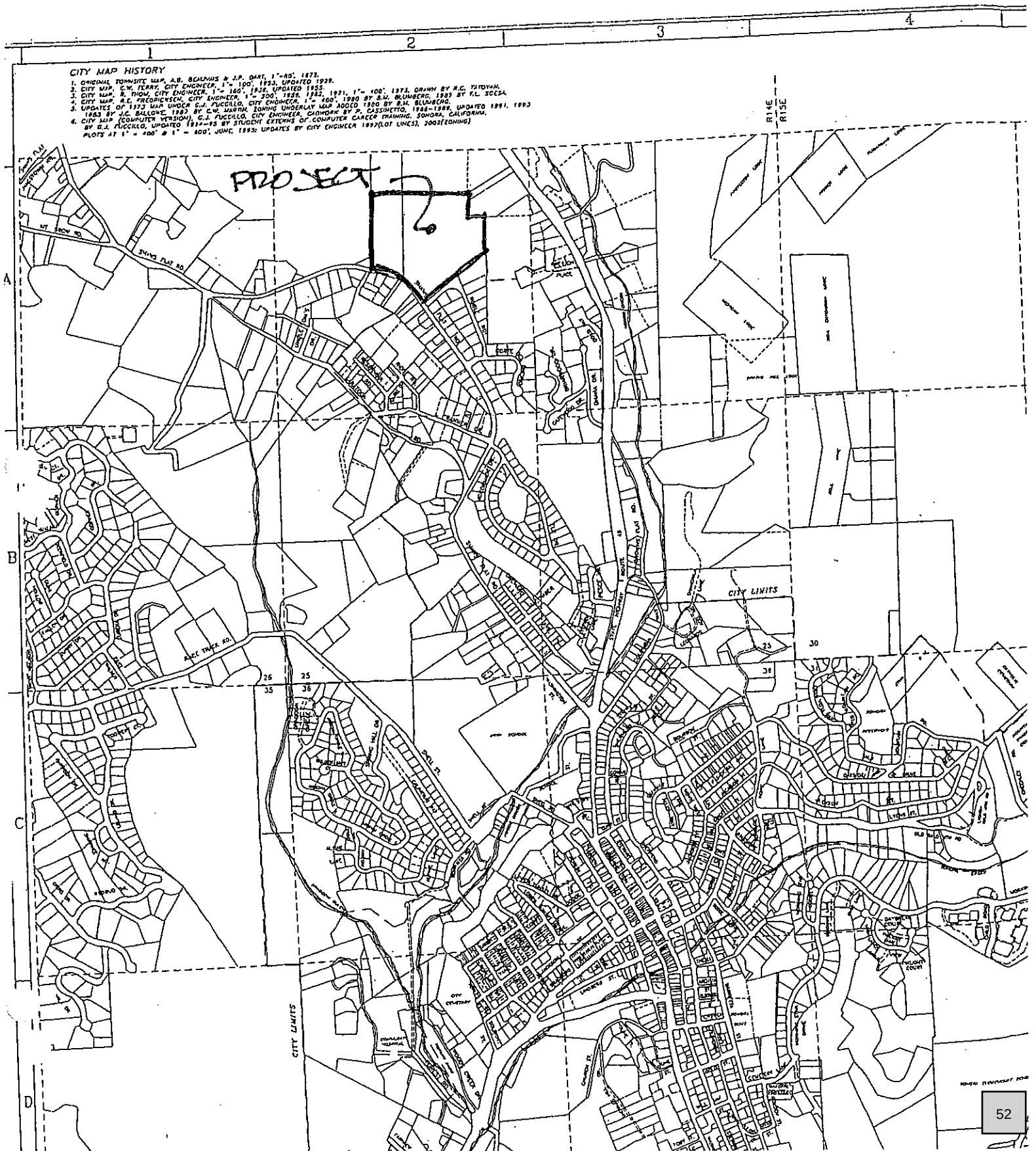
The project is bordered on the southeast by the Cuesta Oaks Subdivision, Saratoga Acres to the south and single family residential properties to the southwest across Shaws Flat Road. The City's sphere of influence map as adopted by the Local Agency Formation Commission (LAFCO) shows the property to be an area for annexation into the City.

ENVIRONMENTAL SETTING: The site is presently developed with a single family home that will be retained on one of the proposed lots. The site is wooded with oaks and some pine, with grass land. A portion of the property has been rented for grazing for a few horses. There has been no agriculture related use on the site for thirty-five plus years other than for the horses. The previous owner's father had an aviary in and around the existing home site where he raised and cared for numerous species of rare and domestic birds. The aviary use was discontinued upon his death.

Access to the site will be from Shaws Flat Road and Roble Road. The topography of the site is rolling with a top of a hill near the north boundary and a dividing ridge running the southeast into Cuesta Oaks Subdivision. Average slopes of the site are calculated to be 20.2% based on the formula contained in the City's Hillside Ordinance, Section 17.34.130 of the Sonora Municipal Code, Slope/Density. The maximum density for the slope would allow 5 dwelling unit per acre. The proposed density for the project is 2.2 dwelling units per acre which is well below the allowable limit.

CITY MAP HISTORY

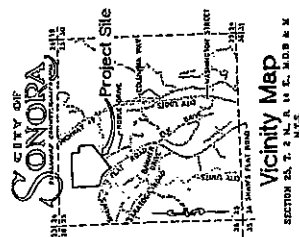
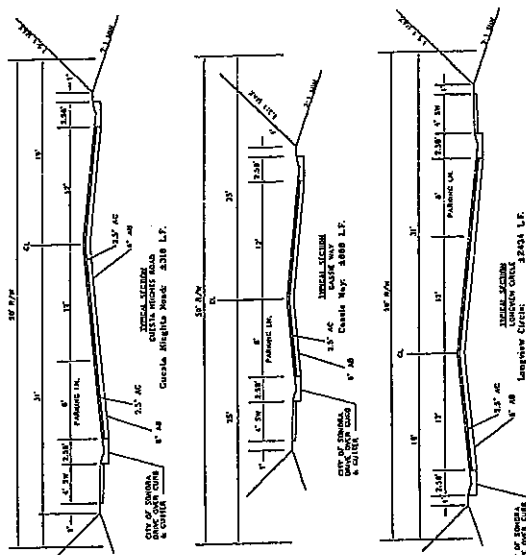
1. ORIGINAL TOWNSHIP MAP, A.B. BEAUMUS & J.P. GALT, 1"=40', 1873.
2. CITY MAP, C.W. LEARY, CITY ENGINEER, 1"=100', 1923, UPDATED 1929.
3. CITY MAP, R. DOW, CITY ENGINEER, 1"=140', 1928, UPDATED 1933.
4. CITY MAP, A.C. FREDERICKSEN, CITY ENGINEER, 1"=400', 1930, 1931, 1"=400', 1971, DRAWN BY R.C. TIDWELL.
5. UPDATES OF 1972 MAP UNDER C.A. FUCCELLO, CITY ENGINEER, 1"=400', 1980 BY R.M. BLUMBERG, 1983 BY K.L. SECSEA.
6. UPDATES OF 1972 MAP UNDER C.A. FUCCELLO, CITY ENGINEER, 1"=400', 1980 BY R.M. BLUMBERG, 1983 BY K.L. SECSEA.
7. 1983 BY J.C. BALLOVE, 1987 BY C.W. MARTIN, ZONING UNDERLAY MAP ADDED 1988 BY R.M. BLUMBERG, 1988-1989, UPDATED 1991, 1993.
8. CITY MAP (COMPUTER VERSION), C.A. FUCCELLO, CITY ENGINEER, CADDWORK BY P. CASSINETTO, 1988-1989, UPDATED 1991, 1993.
9. BY D.J. FUCCELLO, UPDATED 1994-95 BY STUDENT CARTER TRAINING, ZONING, CALIFORNIA.
10. PLOTS AT 1"=400' & 1"=600', JUNE, 1993; UPDATES BY CITY ENGINEER 1997 (LOT LINES), 2002 (ZONING).



General Information

[illegible]

Proposed Roadways



Vesting Tentative Subdivision Map

Cuesta Heights Subdivision

[illegible]

Vicinity Map

SECTION 25, T. 2 N., R. 10 E., M.D.B. & M.
N.Y.

ENVIRONMENTAL EVALUATION: For Cuesta Heights Subdivision for Robert L. Ozbirn.

Item 1.

REFERENCES FOR INFORMATION

1. City of Sonora, General Plan
2. City of Sonora, Zoning Ordinance
3. LAFCO Municipal Service Review
4. Application / Tentative Subdivision Map
5. Traffic Impact Analysis, KD Anderson & Associates, May 2007
6. Cultural Resources Investigation, PAR Environmental Services, March 2007
7. Advisory Agency Comments

All of the above documents can be reviewed at the City of Sonora Planning Department, 94 North Washington Street, Sonora, California 95370 (phone 209-532-3508)

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated" as indicated by the checklist on the following pages.

☒ Aesthetics	☐ Agriculture Resources	☐ Air Quality
☒ Biological Resources	☐ Cultural Resources	☒ Geological / Soils
☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality	☐ Land Use / Planning
☐ Mineral Resources	☒ Noise	☐ Population and Housing
☒ Public Services	☐ Recreation	☒ Transportation / Traffic
☒ Utilities / Service Systems	☒ Mandatory Findings of Significance	☐

ENVIRONMENTAL ISSUES (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant impact unless Mitigation incorporated	Less than Significant Impact	No Impact
I. AESTHETICS. Would the proposal:				
a) Have a substantial adverse effect on a scenic vista?	☐	☒	☐	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☒	☐	☐
c) Create light or glare?	☐	☒	☐	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

This property fronts on Shaws Flat Road that is not designated as a scenic roadway. The topography rises to the top of a hill near the north boundary and the proposed project will not affect any scenic vistas. When developed there will be a new source of nighttime light that is consistent with the subdivision to the southeast, which is not considered being a substantial source of light that will adversely affect nighttime views.

The project will be subject to the City's hillside preservation requirements. Details have been incorporated into the project that directly address aesthetic concerns that mitigate impact to a less than significant level as follows:

- *Development density which is less than that allowed by the slope density provisions of the hillside ordinance.*
- *Development of streets that are a reduced width over the 40 foot standard City Street.*

The Sonora Municipal Code requires that a Landscape Plan to be submitted for review and approved by the City Parks, Beautification and Recreation Committee. The plan shall take the form of a Re-vegetation Plan(s). The plans shall include an inventory and mapping of all trees 6 inches in diameter or greater at chest height proposed for removal within street right-of-way, easements for public utilities or drainages, and within building envelopes identified by required predevelopment plans for all lots. Based on an inventory, the following measures shall be implemented:

- *All trees identified for removal from within street right-of-way, public utility and drainage easements shall contribute funds to the Oak Woodlands Conservation Fund, as established under subdivision (a) of Section 1363 of the Fish and Game Code, and as allowed by Section 21083.4 of the Public Resource Code.*
- *All trees identified for removal based upon the predevelopment plan for each lot shall provide for re-vegetation on the individual lot as part of a site plan submitted for a building permit on each lot. The permit holder their heirs or assigns shall provide for re-vegetation with native oak or pine species appropriate to the site, at the rate of two (2) trees replaced for every tree removed. Onsite replacement shall be planned in such a manner to address visual and noise concerns of the lost oak woodland upon existing, adjacent properties. Specifically, the replacement vegetation shall be planned in such and rear yard areas to mitigate visual concerns and to help muffle potential noise. Implementation of re-vegetation shall be a condition of the final inspection for houses constructed on the individual lots.*

In the event that existing trees that are retained for the project do die, due to changes in the existing grades and soil permeability, and to ensure that new landscaping plants survive, the following conditions shall apply throughout the life of the project:

- *If existing trees retained for the project become dead or are dying within five (5) years of completing the projects infrastructure construction, the developer or subsequent owner(s) shall be responsible for replacing said existing native tree(s) at a ratio of two (2), 24 inch box tree(s) as selected by the City Parks, Beautification and Recreation Committee, for each tree lost, in the same area as the trees(s) that are dead or dying. Implementation shall be by the City Parks, Beautification and Recreation Committee as necessary.*
- *The developer or subsequent owner(s) shall be responsible for maintaining landscaping plants in a manner consistent with Section 12.02.145 of the Sonora Municipal Code. Implementation by the Community Development Department, as necessary.*

Finally, to avoid disturbing neighbors to the site, the project will be conditioned to require that street lights to be aimed or shielded to avoid glare. All on-site lighting outdoor fixtures shall be placed to prevent nuisances resulting from unnecessary light intensity, direct glare or light trespass by following the guidance of guidelines found at the International Dark Sky Association's web site <http://www.darksky.org/>

ENVIRONMENTAL ISSUES (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant impact unless Mitigation incorporated	Less than Significant Impact	No Impact
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II. AGRICULTURE RESOURCES: In determining whether impacts to agriculture resources are significant environmental effects, lead agencies may refer to the California Agriculture Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

Would the proposal:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agriculture use? | ☐ | ☐ | ☐ | ☒ |
| b) Conflict with existing zoning for agriculture use, or a Williamson Act Contract? | ☐ | ☐ | ☐ | ☒ |
| c) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agriculture use? | ☐ | ☐ | ☐ | ☒ |

The proposed project will not convert prime farmland to a non-agriculture use. A portion of the site was used as rented pasture for a couple horses that have been removed upon the recent purchase. The proposed residential use will not create an impact that will conflict with existing agriculture uses.

III. AIR QUALITY Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the proposal:

a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

The project will be conditioned to provide for errant dust abatement during development; earthwork, construction operations, and construction of homes and provide for pre-development ambient air quality in the general area beyond development.

- a) *The applicant shall provide for a watering truck or other watering device to be on the project site on all working days when natural precipitation does not provide adequate moisture for complete dust control. The watering device shall be used to spray water on the site at intervals as the need dictates throughout the construction day and at the end of each construction day*
- b) *There shall be no fireplaces or wood burning stoves allowed in any home constructed within the project.*

ENVIRONMENTAL ISSUES (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant impact unless Mitigation incorporated	Less than Significant Impact	No Impact
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IV. BIOLOGICAL RESOURCES.

Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☒	☐	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

A land development project converting undeveloped land for single family residential purposes can be expected that there will be potential impacts to biological resources within that area. Specific concern for this site relates to the conversion of the oak woodlands to a developed use. Senate Bill No. 1334, Public Resources Code § 21083.4 addresses conversion of oak woodlands, and provides specified mitigation alternatives to mitigate the effects of the conversion of oak woodlands. Consistent with the legislation, the following measures are required to mitigate the effects:

- All such trees identified for removal from within street right-of-way, public utility and drainage easements shall contribute funds to the Oak Woodlands Conservation Fund, as established under subdivision (a) of Section 1363 of the Fish and Game Code, and as allowed by Section 21083.4 of the Public Resource Code.
- All trees identified for removal based upon the predevelopment plan for each lot shall provide for re-vegetation on the individual lot as part of a site submitted for a building permit on each lot. The permit holder their heirs or assigns shall provide for re-vegetation with native oak or pine species appropriate to the site, at the rate of two (2) trees replaced for every tree removed. Onsite replacement shall be planned in such a manner to address visual and noise concerns of the lost oak woodland upon existing, adjacent properties. Specifically, the replacement vegetation shall be planned in such and rear yard areas to mitigate visual concerns and to help muffle potential noise. Implementation of re-vegetation shall be a condition of the final inspection for houses constructed on the individual lots.

V. CULTURAL RESOURCES.

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

A cultural resource investigation was conducted by PAR Environmental Services, Inc. during the spring of 2007. The result of the investigation finds that the majority of the site is void of cultural resources. One shallow prospect pit found that is similar to this type of resource that occurs throughout the region and it does not meet criteria of the California Register of Historic Places and is not considered a historical resource for the purposes of CEQA. The existing house is over fifty years of age; however, has been extensively modified and bears no resemblance to a historic structure. The investigation reports that while the origins of the house may have been historic, due to additions and changes, it lacks integrity to meet the criteria of the California register. The report reaches the conclusion that neither of the resources qualifies for inclusion in the California Register and are not considered historical properties for the purpose of the California Environmental Quality Act. If any buried or undiscovered resource is found during construction it is a requirement that all work shall immediately cease and a qualified archaeologist shall be retained to evaluate the find(s) and make recommendations as necessary.

ENVIRONMENTAL ISSUES (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant impact unless Mitigation incorporated	Less than Significant Impact	No Impact
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VI. GEOLOGY AND SOILS PROBLEMS.

Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☐	☐	☒
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in table 18- 1-B of the Uniform Building Code (1994) creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for disposal of wastewater?	☐	☐	☐	☒

See the discussion on Hydrology and Water Quality with respect to the potential for erosion and sediment control. Also refer to preliminary grading plans.

VII. HAZARDS AND HAZARDOUS MATERIALS.

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

There is no public airport, public use airport or private airstrip within two miles of the project site. The project will not interfere with any adopted emergency evacuation plan. The steep slopes to the east and southeast expose the site to wildland fires, but the installation of fire hydrants, the street layout for access and fuel reduction from street construction and for proposed residences will reduce the impact to a less than significant level. The applicant proposes to have each house built within the subdivision to have residential sprinklers installed in accordance with NFPA 13D as a change in project design to mitigate the exposure of adjacent wildland fire concerns.

ENVIRONMENTAL ISSUES (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant impact unless Mitigation incorporated	Less than Significant Impact	No Impact
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VIII. HYDROLOGY AND WATER QUALITY.

Would the project:

a) Violate any water quality standards or waste discharge requirements? (4, p 5)	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off site?	☐	☒	☐	☐
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☒	☐	☐
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☒	☐	☐
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance rate map or other hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

On-site grading during construction of subdivision infrastructure improvements and individual lot improvements will expose soils that may be washed off the site during rains that may increase sedimentation in surface waters, prior to re-vegetation of on-site slopes or erosion control measures being implemented. To avoid the potential impact to water quality, the following mitigation is required:

- The applicant shall as part of the site improvement plans, submit an erosion and sediment control plan, including provisions for Storm Water Pollution Prevention Plan (SWPPP), for the period between October 1 and May 1 of any year of construction. The plan is to be reviewed and approved by the City Engineer, consistent with the City Hillside Ordinance. Plans shall discuss potential erosion problems inherent to the project and measures to be employed to control such problems. Implementation by the City Engineer.

The drainage from the site is divided by a ridge with about three-quarters of the area draining to the west and south. The Shaws Flat storm drain system will be extended along Shaws Flat Road through the intersection of Roble Road, and is scheduled for construction of Spring 2008. The system was previously calculated and sized to accommodate the increased flows from the projects impervious surfaces (Roofs, patios, driveways etc.) that will runoff and add burden to the drainage system. The project will be expected to pay a fair share amount of any over sizing that may be determined to be necessary. Project drainage will be collected and the system will be connected to the end of the new storm drain. The balance of the area about a quarter of the area drains to the east to natural drainage channels. To address storm water runoff concerns, the following mitigation is to be included:

- An Engineered Drainage Plan and Study, approved by the City Engineer, which will investigate before and after development flows for a 100 year storm to CalTrans standards for on and off site drainage measures necessary to accommodate project storm water flows. Deficiencies in downstream improvements shall be noted and reasonable off-site improvements may be required by the City. The following standards to be reflected in the plan.
- All roads shall be drained by a designed underground storm drainage system. Drainage from roads shall be carried to the nearest natural drainage course or publicly maintained storm drainage system by means of pipes or concrete lined ditches.
- Where lots in the subdivision may drain over adjacent property, concrete lined ditches within drainage easements shall be provided to divert lot drainage to the storm drain system of natural drainage channels.

ENVIRONMENTAL ISSUES (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant impact unless Mitigation incorporated	Less than Significant Impact	No Impact
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IX. LAND USE AND PLANNING.

Would the project:

a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with applicable land use plan policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

The application is pre-approval for adoption of a Sonora General Plan land use designation of Single Family Residential, rezoning the property to R-1, Single Family Residential consistent with the City's surrounding land use designation and zoning, and approval of a Tentative Subdivision Map for Cuesta Heights, creating forty-nine (49) single family lots. City of Sonora General Plan sphere of influence shows this property to be an area for future annexation into the City Limits. Prior to annexation proceedings the approval by the City will show its acceptance by approval for the proposed Land Use designation, the Zoning and approval of development.

The proposed Land Use designation and Zoning will be consistent with properties to the south and southeast within the current City Limits.

The proposal for R-1 zoning is a way to address the Hillside Ordinance by providing the flexibility to deal with slope concerns, grading issues, roads, driveways, drainage, etc. The project has addressed these matters within the design of the project. Instead of standard city streets that are forty (40') feet gutter to gutter the street section will be modified to provide for less excavation while still having traffic circulation that will not compromise safety. Three on-site roads/streets will all be within fifty (50') foot right-of-ways. The new entrance road (Cuesta Heights Road) will go from Shaws Flat Road to Longview Circle about 285 feet in length. The road section will be two twelve foot driving lanes and an eight foot parking lane on the sidewalk side of the street, thirty-two (32') feet in width gutter to gutter with a four (4') foot sidewalk on one side. The curbs and gutters on all roads will be City of Sonora standard drive over design. Longview Circle will go from Roble Road and loop over the top of the hill back onto itself, about 2,500 feet in length. This road section will be two twelve foot driving lanes and an eight foot parking lane on the sidewalk side of the street, and will also be thirty-two (32') feet in width gutter to gutter with a four (4') foot sidewalk on one side. Cassie Way will be a one way street from Longview Circle on the west to Longview Circle on the east and will be about 750 feet in length. The road section will be one twelve foot driving lane and an eight foot parking lane on the sidewalk side of the street, twenty (20') feet in width gutter to gutter with a four (4') foot sidewalk on one side.

The City's General Plan housing element includes statements to provide for decent housing for all persons, and to provide an adequate supply and choice of housing opportunities by location, price, type and tenure. This project offers conventional single family housing. The project developer is offering mitigation as an alternative to providing low to moderate income housing possibilities in the development by paying a specified amount based on the square footage of the new residences within the development for use by the City's Housing Rehabilitation Program. The amount per square foot will be by agreement with the City and the developer and will be binding on any heirs or assigns. The implementation of this will be by payment at the time of issuing new building permits within the project.

ENVIRONMENTAL ISSUES (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant impact unless Mitigation incorporated	Less than Significant Impact	No Impact
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X. MINERAL RESOURCES.*Would the project:*

a) Result in the loss of availability of known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of an availability of a locally important mineral resource recovery site delineated on a local general, specific plan or other land use plan?	☐	☐	☐	☒

*There are no known mineral deposits located on the project site.***XI. NOISE.***Would the project result in:*

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Exposure of persons to or generation of excessive groundborne vibration or ground borne noise levels	☐	☐	☒	☐
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project	☐	☐	☒	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project	☐	☒	☐	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Construction of the infrastructure, i.e., the roads, water lines, sewer lines will cause a temporary increase in the ambient noise level of the area. New homes construction will cause an increase in noise however the increase is short term. Construction noise will have to be compliant with provisions of the Sonora Municipal Code. At build out if the subdivision the ambient noise level will increase but will not be a substantial exposure to people residing in the area. There is no public airport, public use airport or private airstrip with two miles of the project site.

XII. POPULATION AND HOUSING.*Would the project:*

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Refer to the section on Land Use and Planning for a more detailed discussion of impacts upon population and housing. While the project could be regarded as inducing growth into the area through the introduction of the 49 new residential units, the number of is not considered to be out of line with the existing general plan, the purpose of the R-1 zoning, or the provisions of the hillside ordinance. Numerous measures have been incorporated into the project to help if fit into the neighborhood and City, while introducing the new population. With mitigation, the growth in population and housing contemplated by the project is less than significant as defined by CEQA and the State CEQA Guidelines.

ENVIRONMENTAL ISSUES (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant impact unless Mitigation incorporated	Less than Significant Impact	No Impact
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XIII. PUBLIC SERVICES.

Would the project result in:

a) Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	☐	☐	☐	☒
Fire protection?	☐	☒	☐	☐
Police protection?	☐	☐	☐	☒
Schools?	☐	☒	☐	☐
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☐	☒

The City Fire and Police Department have reviewed the proposal and the Fire Department has provided information on fire flows for two existing hydrants on Shaws Flat Road. One hydrant # 00144A is on the west side of the road across from Roble Road and the second hydrant # 000145 is on the south side of the road across from the southwest corner of the project. Flow testing of hydrants will be necessary to determine the total available fire flow in the area, with the testing to be paid for by the applicant in accordance with City Resolution No. 06-21-2004-B. The project will be required to have a minimum of two fire hydrants at locations approved by the Fire Chief. The project will be constructing a looped water main through the development and fire hydrants will be installed as part of that construction and the system will meet Fire Department requirements and the standards and requirements of Tuolumne Utility District (TUD). TUD is proposing that the project have a storage tank located at the high point of the project and that tank will provide the fire flow for the project with a reserve to serve the area. Fire hydrants must be installed and in working order prior to the start of residential construction. The roadways within the project will meet minimum standards for grade and width suitable for emergency access. Even though the expected fire flow and residual pressures are expected to exceed the minimums the applicant proposes to have each house built within the subdivision to have residential sprinklers installed in accordance with NFPA 13D as a change in project design to mitigate the exposure of adjacent wildland fire concerns.

The proposed project has the potential to increase the number of students in the area schools. The project is required to pay established School Impact Mitigation Fees in effect to offset impact on these schools. Fees are normally paid at the time of issuing a building permit for new homes. There is an established elementary school district boundary (Sonora and Columbia) running through the project site. The whole of the project can be included in either of the school districts, or the school district boundary can be adjusted so that no lot will be divided by the boundary, while assuring that there is no net loss to either school district. The applicant has proposed an adjustment to the district boundary line so there is no net loss to either school district. Prior to approval of the final map, written verification shall be received from Sonora Elementary School and Columbia Elementary School with respect to relocation of the tax area code boundary as it relates to this project.

Parks – See the discussion under the section on recreation.

ENVIRONMENTAL ISSUES (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant impact unless Mitigation incorporated	Less than Significant Impact	No Impact
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XIV. RECREATION.

Would the project:

a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

The project will be responsible for paying the portion of the County Public Service Impact Fee paid by residential development in the City, a portion of which is used for recreational services available to City residents. Second, a portion of funds transferred by the Sonora Redevelopment Agency to the County of Tuolumne is intended to serve recreational needs of City residents. Finally, recreation facility impact fees are required under provisions of City's subdivision regulations. With these measures already in place, no changes to the project are required, and the impacts to recreation are anticipated to be less than significant.

XV. TRANSPORTATION/TRAFFIC.

Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, volume to capacity ratio on roads, or congestion at intersections)?	☐	☒	☐	☐
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
e) Result in inadequate emergency access?	☐	☐	☐	☒
f) Result in inadequate parking capacity?	☐	☐	☐	☒
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☐	☒

The project will take access from Shaws Flat Road and Roble Road. When fully developed the project will add less than 500 trip ends a day to the existing road system. The intersection on Roble Road will be a regular street intersection with a stop sign for traffic from the project before entering Roble Road. The location selected provides enough distance for stacking at Shaws Flat while having sufficient turning movements to and from the subdivision and protects the existing driveway to Lot 22 of Cuesta Oaks Subdivision, Unit 2. The traffic from the subdivision will in general turn right onto Roble Road to reach Shaws Flat Road. With a three way stop proposed at Shaws Flat Road and Roble Road (see also Miller Parcel Map, 2007) there will be an insignificant impact to that intersection and the three way stop will also reduce speed along Shaws Flat that will afford an additional benefit to the area.

The location of the intersection on Shaws Flat Road to the subdivision was selected for safety reasons because it has the best sight distance in both directions. To mitigate the impact of this intersection on Shaws Flat Road, the project will provide a left turn pocket on Shaws Flat for traffic turning into the subdivision. The encroachment will have deceleration and acceleration tapers in the design.

It is expected that most traffic will travel to Sonora that will run through the already impacted area around Sonora High School. At certain times of the day the intersection at Shaws Flat Road and State Highway 49 and along Shaws Flat Road in front of the high school is already congested and the additional traffic will add to the existing deficiencies that cause the Level of Service (LOS) to fall below the CalTrans LOS thresholds.

The cause of the impact is not directly related to the residential traffic but from the pedestrian's (student body) crossing the road during changes in class and the beginning of school and when school lets out for the day. The amount of traffic generated from student drivers coming and leaving school and parents dropping and picking up their children contributes to the impact. To compound the situation in the afternoon traffic from Columbia College arrives due to similar class discharge times. If the high school and college could stagger class times the impact could be mitigated some. The sheer volume of traffic, i.e., busses, student and parent cars and (school pedestrians) students make the impact that cannot be mitigated because there is no nexus to the traffic that comes from the residents in the immediate area and up the Shaws Flat Road corridor. Without the school there are no problems for traffic that would cause a mitigation measure for the subdivision.

The Project will pay mitigation fees established by the City to address regional impact levels, and those fees will reduce the projects impact to regional traffic to a level of insignificance.

A Traffic Impact Analysis has been submitted to address the traffic impact that the project will add to the existing conditions. The analysis finds that the project will add traffic to the traffic volume of Shaws Flat Road and State Route 49 particularly the intersection of these two roads in the vicinity of Sonora High School. The project is expected to generate 460 daily trip ends with 36 of those trip ends in the AM peak hour and 48 trip ends in the PM peak hour. While the Level of Service is "D" or worse at the intersection of Shaws Flat Road and State Route 49 it is not unexpected due to the proximity of the High School and its associated heavy traffic volumes prior to and after school. The impact is not considered significant because the added traffic is concentrated over a short period of time. The study makes no recommendations to address existing conditions other than the situation should be continued to be monitored. The study does recommend that the project is expected to contribute its fair share to the cost of regional circulation improvements via the existing countywide traffic impact mitigation (TIM) fee program.

The City Engineer will review the project for street design, grading, and drainage to meet the City's adopted standards. Approval of the improvement plans will be made by the City Engineer prior to construction, even with the streets to remain private with maintenance by a home owners association as discussed under Land Use and Planning. All streets will be drained to a storm drain system as discussed in the Section on Hydrology and Water Quality. Encroachment plans and permits will be required for the intersection onto Shaws Flat Road and Roble Drive and will be constructed to meet City standards.

ENVIRONMENTAL ISSUES (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant impact unless Mitigation incorporated	Less than Significant Impact	No Impact
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XVI. UTILITIES AND SERVICE SYSTEMS.

Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☒	☐	☐
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☒	☐	☐
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

Water/sewer/fire flow – The Tuolumne Utilities District (TUD) has provided a letter April 2, 2007 discussing the particular impact that the project will have on its facilities.

Water and sewer service to the project will require written agreement and approval by Tuolumne Utilities District's Board of Directors, subject to certification of the mitigated negative declaration. The agreement between TUD and the developer would specify the terms and conditions for service, including the developer's construction and transfer of pipeline facilities to abut each of the proposed lots, payment of administrative, engineering and inspection fees, and payment of connection fees. The agreement would specify that the developer would be required to pay charges to mitigate impacts to the District's water supply and wastewater outfall system. Additionally the developer would be required to provide a tank lot, construct hydro-pneumatic facilities for some of the proposed lots, and contribute towards the construction of a water storage tank and improvements to an existing water booster pump station.

The project has been modified to provide a tank lot at the top of the development. The development will require a minimum tank of 200,000 gallons in size; however, the District would like to place a tank with a larger capacity on the lot that would enhance their overall ability to serve their existing area. The developer will provide landscaping on the tank lot to soften the structure from the immediate area. The landscaping will be a credit to the project's re-vegetation responsibilities. With the tank being transferred to TUD, the landscaping will no longer be the responsibility of the developer for maintaining landscaping plants in a manner consistent with Section 12.02.145 of the Sonora Municipal Code.

A subsequent correspondence from TUD dated February 1, 2008 clarified discussions that have occurred since the April 7th letter. Subdivider shall provide to the City a written agreement with the Tuolumne Utilities District (TUD) that will specify conditions for water and sewer service, based upon correspondence received by the City dated April 7, 2007 and February 1, 2008, including the construction and transfer of public pipeline facilities to abut each of the 49 residential lots; payment of administration, engineering and inspection fees; and payment of connection fees, including water supply, treatment and storage capacity charges.

Subdivider shall provide to the City written documentation with respect to meeting compliance with TUD's wastewater outfall system requirements to dispose of recycled water to accommodate the project's wastewater flows. Payment of a capacity charge to mitigate impacts to the TUD wastewater outfall storage capacity may also be required.

Storm water – Refer to the section on Hydrology and water Quality for a detailed discussion on storm water concerns..

Solid Waste – No significant effect to the environment is expected.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE.

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? (Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

With the mitigation provided for by the project or already in place, any cumulative impacts accrued by the project are not considered to be "cumulatively considerable" for the purposes of CEQA, and are, as result, considered to be less than significant.

DETERMINATION

On the basis of this initial evaluation:

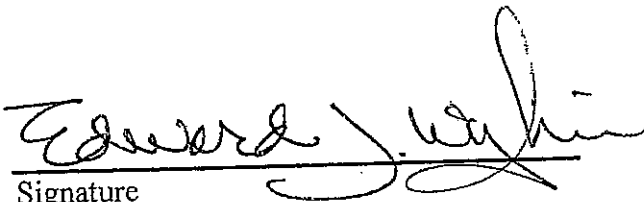
☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature

(Printed Name)

City of Sonora, Planning Department

12/5/07

Date

CUESTA HEIGHTS SUBDIVISION MITIGATION MONITORING AND REPORTING PLAN

I. INTRODUCTION

The City of Sonora has adopted Resolution No. 4-2-90-G, establishing a mitigation monitoring program with respect to implementation of the California Environmental Quality Act. The resolution requires that draft mitigation monitoring plans accompany the proposed negative declaration when one is recommended by staff.

The mitigation monitoring plan is to include the following components:

- a) Impact to be mitigated (only if the mitigation measure requires a change in the project or imposition of a condition).
- b) Mitigation measure to be monitored including the required change or additional conditions.
- c) Method of monitoring or reporting including who will monitor or report, qualifications of the monitor, when the monitoring or reporting will be done, and need or frequency of site visits.
- d) The anticipated costs that will have to be paid by the applicant and timing of the payment. Actual dollar amounts are not required, but the plan should include identification of the type of personnel or firms to be paid, the anticipated number of inspections, etc.

For further information on the City's mitigation monitoring requirements, refer to Council Resolution No. 4-2-90-G.

II. MONITORING PLAN

IMPACT TO BE MITIGATED: Aesthetic impact due to loss of oak woodland.

MITIGATION MEASURE: All such trees identified for removal from within street rights-of-way, public utility and drainage easements shall contribute funds to the Oak Woodlands Conservation Fund, as established under subdivision (a) of Section 1363 of the Fish and Game Code, and as allowed by Section 21083.4 of the Public Resources Code.

MONITORING: Identification as part of the landscape plan process conducted by the Parks, Beautification and Recreation Committee. Proof of payment of contribution to be provided to Community Development Director prior to approval of the final map.

IMPACT TO BE MITIGATED: Aesthetic impact due to loss of oak woodland.

MITIGATION MEASURE: All such trees identified for removal based upon the predevelopment plan for each lot shall provide for revegetation on the individual lot as part of a site plan submitted for a building permit on each lot. The permit holder shall

provide for revegetation with native oak or pine species appropriate to the site, at a rate of 2 trees replaced for every 1 tree removed. On site replacement shall be planned in such a manner to address visual and noise concerns of the lost oak woodland upon existing, adjacent properties. Specifically, the replacement vegetation shall be directed to side and rear yard areas to mitigate visual concerns, and to help to muffle potential noise. Implementation of revegetation shall be a condition of the final inspection for houses constructed on the individual lots.

MONITORING: Identification through landscape plan process noted above. Implementation at time of issuance of building permit. No final on permit unless trees have been planted. Monitoring by City Building Official.

IMPACT TO BE MITIGATED: Maintenance of remaining oak woodland.

MITIGATION MEASURE: If existing trees retained for the project become dead or are dying within five years of completing project construction, the developer or subsequent owner(s) shall be responsible for replacing said trees at a ratio of two, 24 inch box trees as selected by the City Parks, Beautification and Recreation Committee, for each tree lost, in the same area as the tree(s) that are dead or dying.

MONITORING: Monitoring to be conducted by Building and Planning Department, with further implementation by Committee, as necessary.

IMPACT TO BE MITIGATED: Maintenance of remaining oak woodland.

MITIGATION MEASURE: The developer or subsequent owner(s) shall be responsible for maintaining landscaping plants in a manner consistent with Section 12.20.145 of the Sonora Municipal Code.

MONITORING: Implementation by the Building and Planning Department, as necessary.

IMPACT TO BE MITIGATED: Air quality due to construction period grading.

MITIGATION MEASURE: During construction, the developer shall be responsible for dust abatement during earthwork and construction operations. A watering truck or other watering device shall be on the project site on all working days when natural precipitation does not provide adequate moisture for complete dust control. Said watering device shall be used to spray water on the site at the end of each day, and at other intervals as the need dictates to control dust.

MONITORING: Monitoring to be conducted by staff inspectors.

IMPACT TO BE MITIGATED: Long term air quality due to smoke.

MITIGATION MEASURE: Throughout the life of the project, wood burning stoves or fireplaces are prohibited.

MONITORING: By City Building Official during plan check.

IMPACT TO BE MITIGATED: On-site cultural resources not identified by study

MITIGATION MEASURE: If any buried or undiscovered resource is found during construction it is a requirement that all work shall immediately cease and a qualified archaeologist shall be retained to evaluate the find(s) and make recommendations as necessary.

MONITORING: Follow-up activities to be conducted by consultant, and reported to Community Development Director

IMPACT TO BE MITIGATED: Erosion and sediment due to exposure of soils.

MITIGATION MEASURE: As part of the site improvement plans, submit an erosion and sediment control plan, including provisions for Storm Water Pollution Prevention Plan (SWPPP), for the period between October 1 and May 1 of any year of construction. The plan is to be reviewed and approved by the City Engineer, consistent with the City Hillside Ordinance. Plans shall discuss potential erosion problems inherent to the project, and measures to be employed to control such problems.

MONITORING: Implementation by the City Engineer during plan check. On-site monitoring by inspection staff during construction period.

IMPACT TO BE MITIGATED: On and off-site storm water drainage

MITIGATION MEASURE: An Engineered Drainage Plan and Study, approved by the City Engineer, which will investigate before and after development flows for a 100 year storm to Caltrans standards for on- and off-site drainage measures necessary to accommodate project stormwater flows. Deficiencies in downstream improvements shall be noted and reasonable off-site improvements may be required by the City or Caltrans. The following standards to be reflected in the plan:

All roads shall be drained by a designed underground storm drainage system. Drainage from roads shall be carried to the nearest natural drainage course or publically maintained storm drainage system by means of pipes or concrete lined ditches.

Where lots in the subdivision drain over adjacent property, concrete lined ditches within drainage easements shall be provided to divert lot drainage to the storm drain system or natural drainage course.

MONITORING: Implemented by the City Engineer during plan check. On-site monitoring by inspection staff during construction period.

IMPACT TO BE MITIGATED: Noise impacts due to equipment operations.

MITIGATION MEASURE: Consistent with the City General Plan, acoustically muffle all grading or other machinery associated with site development activities in accordance with Caltrans Standard Specifications.

MONITORING: Implementation by the City Building Official, with on-going monitoring.

IMPACT TO BE MITIGATED: Noise impacts due to equipment operations

MITIGATION MEASURE: Hours of construction on the project site shall be in accordance with the provisions of Section 8.20.040 of the Sonora Municipal Code. In the event that noise concerns are indicated to the City during construction, noise monitoring may be required to be conducted by an independent noise consultant, selected by the City. The costs for such monitoring will be paid for by the developer.

Recommendations made by the consultant to decrease construction noise will be followed by the developer, as required by the City.

MONITORING: Implementation by the City Building Official, with on-going monitoring.

IMPACT TO BE MITIGATED: Traffic impacts due to new/improved encroachments.

MITIGATION MEASURE: Left turn pocket for southbound traffic on Shaws Flat Road

MONITORING: Provisions to be included in the subdivision improvement plans to be approved by the City Engineer.

IMPACT TO BE MITIGATED: Pedestrian traffic impacts within the project and off-site.

MITIGATION MEASURE: All sidewalk, curb and gutter shall conform to current City Standards on file with the City Engineer. Sidewalks shall be provided on one side of interior streets as indicated on the approved Development Plan.

MONITORING: Implementation by City Engineer during review of subdivision improvement plans.

IMPACT TO BE MITIGATED: Regional level traffic impacts

MITIGATION MEASURE: Payment of Traffic Impact Mitigation Fees

MONITORING: Payment of fees to be made in accordance with fee program implemented by the City, with monitoring by the City Building Department.

CUESTA HEIGHTS SUBDIVISION MITIGATION MONITORING AND REPORTING PLAN

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- d) The anticipated costs that will have to be paid by the applicant and timing of the payment. Actual dollar amounts are not required, but the plan should include identification of the type of personnel or firms to be paid, the anticipated number of inspections, etc.

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IMPACT TO BE MITIGATED: Maintenance of remaining oak woodland.

MITIGATION MEASURE: The developer or subsequent owner(s) shall be responsible for maintaining landscaping plants in a manner consistent with Section 12.20.145 of the Sonora Municipal Code.

MONITORING: Implementation by the Building and Planning Department, as necessary.

IMPACT TO BE MITIGATED: Air quality due to construction period grading.

MITIGATION MEASURE: During construction, the developer shall be responsible for dust abatement during earthwork and construction operations. A watering truck or other watering device shall be on the project site on all working days when natural precipitation does not provide adequate moisture for complete dust control. Said watering device shall be used to spray water on the site at the end of each day, and at other intervals as the need dictates to control dust.

MONITORING: Monitoring to be conducted by staff inspectors.

IMPACT TO BE MITIGATED: Long term air quality due to smoke.

MITIGATION MEASURE: Throughout the life of the project, wood burning stoves or fireplaces are prohibited.

MONITORING: By City Building Official during plan check.

IMPACT TO BE MITIGATED: On-site cultural resources not identified by study

MITIGATION MEASURE: If any buried or undiscovered resource is found during construction it is a requirement that all work shall immediately cease and a qualified archaeologist shall be retained to evaluate the find(s) and make recommendations as necessary.

MONITORING: Follow-up activities to be conducted by consultant, and reported to Community Development Director

IMPACT TO BE MITIGATED: Erosion and sediment due to exposure of soils.

MITIGATION MEASURE: As part of the site improvement plans, submit an erosion and sediment control plan, including provisions for Storm Water Pollution Prevention Plan (SWPPP), for the period between October 1 and May 1 of any year of construction. The plan is to be reviewed and approved by the City Engineer, consistent with the City Hillside Ordinance. Plans shall discuss potential erosion problems inherent to the project, and measures to be employed to control such problems.

MONITORING: Implementation by the City Engineer during plan check. On-site monitoring by inspection staff during construction period.

IMPACT TO BE MITIGATED: On and off-site storm water drainage

MITIGATION MEASURE: An Engineered Drainage Plan and Study, approved by the City Engineer, which will investigate before and after development flows for a 100 year storm to Caltrans standards for on- and off-site drainage measures necessary to accommodate project stormwater flows. Deficiencies in downstream improvements shall be noted and reasonable off-site improvements may be required by the City or Caltrans. The following standards to be reflected in the plan:

All roads shall be drained by a designed underground storm drainage system. Drainage from roads shall be carried to the nearest natural drainage course or publically maintained storm drainage system by means of pipes or concrete lined ditches.

Where lots in the subdivision drain over adjacent property, concrete lined ditches within drainage easements shall be provided to divert lot drainage to the storm drain system or natural drainage course.

MONITORING: Implemented by the City Engineer during plan check. On-site monitoring by inspection staff during construction period.

IMPACT TO BE MITIGATED: Noise impacts due to equipment operations.

MITIGATION MEASURE: Consistent with the City General Plan, acoustically muffle all grading or other machinery associated with site development activities in accordance with Caltrans Standard Specifications.

MONITORING: Implementation by the City Building Official, with on-going monitoring.

IMPACT TO BE MITIGATED: Noise impacts due to equipment operations

MITIGATION MEASURE: Hours of construction on the project site shall be in accordance with the provisions of Section 8.20.040 of the Sonora Municipal Code. In the event that noise concerns are indicated to the City during construction, noise monitoring may be required to be conducted by an independent noise consultant, selected by the City. The costs for such monitoring will be paid for by the developer.

Recommendations made by the consultant to decrease construction noise will be followed by the developer, as required by the City.

MONITORING: Implementation by the City Building Official, with on-going monitoring.

IMPACT TO BE MITIGATED: Traffic impacts due to new/improved encroachments.

MITIGATION MEASURE: Left turn pocket for southbound traffic on Shaws Flat Road

MONITORING: Provisions to be included in the subdivision improvement plans to be approved by the City Engineer.

IMPACT TO BE MITIGATED: Pedestrian traffic impacts within the project and off-site.

MITIGATION MEASURE: All sidewalk, curb and gutter shall conform to current City Standards on file with the City Engineer. Sidewalks shall be provided on one side of interior streets as indicated on the approved Development Plan.

MONITORING: Implementation by City Engineer during review of subdivision improvement plans.

IMPACT TO BE MITIGATED: Regional level traffic impacts

MITIGATION MEASURE: Payment of Traffic Impact Mitigation Fees

MONITORING: Payment of fees to be made in accordance with fee program implemented by the City, with monitoring by the City Building Department.

PLANNING COMMISSION RESOLUTION NO. _____

**RESOLUTION RECOMMENDING ADOPTION OF AN ORDINANCE
APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT
AGREEMENT FOR THE CUESTA HEIGHTS SUBDIVISION PROJECT
(APNs 035-070-053, 035-070-055)**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code, section 65864 et seq. (the “Development Agreement Statute”), which authorizes the City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application; and

WHEREAS, on March 3, 2008, the City Council approved a Tentative Subdivision Map (“Tentative Map”) for parcels near the intersection of Shaws Flat Road and Robles Road (APNs 035-070-053, 035-070-055) (“Property”), for development of the project known as the Cuesta Heights Subdivision Project (“Project”); and

WHEREAS, the Tentative Map has received various automatic and discretionary extensions since its original approval; and

WHEREAS, on February 16, 2021, an amended Tentative Map and phasing plan was approved by the City Council; and

WHEREAS, the Tentative Map was set to expire on March 3, 2026, and before such time, Developer filed a formal request with City to further extend the life of the Tentative Map by means of a development agreement and to provide further terms and conditions for development of the Property, pursuant to Government Code, section 66452.6; and

WHEREAS, the Development Agreement would extend the life of the Tentative Map through the term of the Development Agreement, provide vested rights to Developer for development of the Property, and provide further terms and conditions for development of the Project; and

WHEREAS, City staff conducted a full analysis of the Development Agreement to ensure compliance and consistency with the General Plan, Zoning, and other applicable laws, regulations, and standards; and

WHEREAS, City Staff recommends that the Planning Commission make the following findings:

1. The Development Agreement is consistent with the goals, policies, and standards of the Sonora General Plan, the Housing Element of the General Plan, the zoning for the Property, and all other applicable standards and ordinances of the City of Sonora.

2. In accordance with CEQA Guidelines section 15162, there is no change in circumstances or information that affects the analysis contained in the existing Mitigated Negative Declaration and corresponding mitigation measures for the Project.
3. In accordance with the Development Agreement Statute, that the Development Agreement:
 - a. Is compatible with the authorized land uses and zoning for the Property; and
 - b. Is consistent with the objectives, policies, and programs specified in the General Plan; and
 - c. Will provide for the orderly development of the Property and preserve surrounding property values; will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City of Sonora as a whole; and will be compatible with surrounding land uses; and
 - d. Provides sufficient benefit to the City to justify entering into the Development Agreement, which includes the provision of housing, receipt of City fees, and provision of public infrastructure; and
 - e. Contains an adequate legal description of the Property that is the subject of the Development Agreement, and is in all other respects consistent with the provisions of Government Code, sections 65864 through 65869.5.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Sonora, after due deliberation and based on its independent review and analysis, the staff analysis, and oral and written testimony presented at the public hearing, that the Planning Commission hereby adopts the findings as stated in the above Recitals and staff report, and recommends to the City Council adoption of the attached Ordinance approving and authorizing execution of the Development Agreement.

PASSED, APPROVED AND ADOPTED as a Resolution by the Sonora Planning Commission at a meeting held by the Planning Commission on the ____ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

SIGNED:

Kevin Anderson,
Planning Commission Chairman

ATTEST:

Tracy Skelly, City Clerk

EXHIBIT A

City Council Ordinance

ORDINANCE NO. 915

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT FOR THE CUESTA HEIGHTS SUBDIVISION PROJECT (APNs 035-070-053, 035-070-055)

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 et seq. (the “Development Agreement Statute”), which authorizes the City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application; and

WHEREAS, on March 3, 2008, the City Council approved a Tentative Subdivision Map (“Tentative Map”) for parcels near the intersection of Shaws Flat Road and Robles Road (APNs 035-070-053, 035-070-055) (“Property”), for development of the project known as the Cuesta Heights Subdivision Project (“Project”); and

WHEREAS, the Tentative Map has received various automatic and discretionary extensions since its original approval; and

WHEREAS, on February 16, 2021, an amended Tentative Map and phasing plan was approved by the City Council; and

WHEREAS, the Tentative Map was set to expire on March 3, 2026, and before such time, Developer filed a formal request with City to further extend the life of the Tentative Map by means of a development agreement and to provide further terms and conditions for development of the Property, pursuant to Government Code, section 66452.6; and

WHEREAS, the City and the Developer seek to enter into the Development Agreement pursuant to the Development Agreement Statute and all applicable local and state laws; and

WHEREAS, the Development Agreement would extend the life of the Tentative Map through the term of the Development Agreement, provide vested rights to Developer for development of the Property, and provide further terms and conditions for development of the Project; and

WHEREAS, in accordance with the California Environmental Quality Act (“CEQA”), the Project has been previously evaluated pursuant to the Mitigated Negative Declaration (“MND”) for the Project, and is subject to all mitigation measures contained in the Mitigation Monitoring and Reporting Program. Pursuant to CEQA Guidelines section 15162, there is no change in circumstances or information causing new or more severe environmental impacts than those evaluated in the MND; and

WHEREAS, on March 23, 2026 the Planning Commission conducted a duly noticed public hearing and recommended approval of the attached Development Agreement to the City Council; and

WHEREAS, on (March 30), 2026, the City Council introduced the above ordinance to approve and authorize execution of the attached Development Agreement; and

WHEREAS, based on its independent review and analysis, the staff analysis, and all oral and written testimony contained in the record, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. The Development Agreement is consistent with the goals, policies, and standards of the Sonora General Plan, the Housing Element of the General Plan, the zoning for the Property, and all other applicable standards and ordinances of the City of Sonora.
2. In accordance with CEQA Guidelines section 15162, there is no change in circumstances or information that affects the analysis contained in the existing MND and corresponding mitigation measures for the Project.
3. In accordance with the Development Agreement Statute, the City Council finds as follows in regard to the Development Agreement:
 - a. That its provisions are compatible with the authorized land uses and zoning for the Property; and
 - b. That it is consistent with the objectives, policies, and programs specified in the General Plan; and
 - c. That it will provide for the orderly development of the Property and preserve surrounding property values; will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City of Sonora as a whole; and will be compatible with surrounding land uses; and
 - d. That it provides sufficient benefit to the City to justify entering into the Development Agreement, which includes the provision of housing, receipt of City fees, and provision of public infrastructure; and
 - e. That it contains an adequate legal description of the Property that is the subject of the Development Agreement, and is in all other respects consistent with the provisions of Government Code, sections 65864 through 65869.5.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SONORA DOES ORDAIN AS FOLLOWS:

Section One: The recitals and findings contained in this Ordinance are hereby incorporated and made part of this Ordinance.

Section Two: The City Council of the City of Sonora hereby approves and authorizes execution of the Development Agreement attached and incorporated hereto as **Exhibit A**, subject to minor revisions required and approved by the City Attorney.

Section Three: The City shall review the Development Agreement for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement.

Section Four: This Ordinance shall take effect thirty (30) days after its passage and shall be published or a summary thereof within (15) days after its final passage as required by law.

Said Ordinance was introduced at a regular meeting of the City Council of the City of Sonora held on March 30, 2026 and passed and adopted as an Ordinance of said City at a regular meeting of said Council held on April 6, 2026 by the following vote:

AYES: _____

NOES: _____

ABSENT OR ABSTAIN: _____

Ann Segerstrom, Mayor

ATTEST: _____
Tracy Skelly, City Clerk

Approved as to Form:

Douglas L. White, City Attorney