

TO: Honorable Mayor and City Council
Attention: Laura C. Kuhn, City Manager

FROM: Maureen T. Carson, Community Development Director

SUBJECT: STATUS REPORT ON THE BRIGHTON LANDING SPECIFIC PLAN AND DEVELOPMENT PROJECT AND REQUEST FOR DIRECTION REGARDING PROCESSING OF PROJECT APPLICATIONS

BACKGROUND:

This report is intended to provide an update on the processing of the Brighton Landing Specific Plan development project and to seek City Council direction regarding the coordination of this project with the City's ongoing General Plan Update and other major development related workplan projects. The Planning Commission received an update on the project at their February 21, 2012 meeting; that report is attached (Attachment A).

On May 25, 2010, the City Council approved a request from Brighton Landing Vacaville, LLC to allow applications for General Plan Amendment and development applications to be processed in a concurrent but separate process during the City's Comprehensive General Plan Update process. On September 14, 2010, the City Council authorized the Director of Community Development to enter into a Memorandum of Understanding (MOU) with the applicants, setting forth understandings related to the project's benefits. The MOU is attached (Attachment B). A primary consideration in the MOU is for the Brighton Landing project to maintain a separate and concurrent processing path with the City's General Plan Update process with the City Council's action on the development applications no later than March 2013, following adoption of the new General Plan. The intent was to allow Brighton Landing to proceed in a manner such that overall land use decisions and the environmental review for the General Plan Update would occur first. The MOU requires that City staff check in with the City Council on the project status should the General Plan Update schedule potentially impact the feasibility of a decision on the Brighton Landing project entitlements by March 2013.

The project includes a Development Agreement, General Plan Amendment, Specific Plan, Zone Change, Tentative Map, and Planned Development. The 769-unit single-family residential project site is approximately 211 acres, located at the southeast corner of Leisure Town Road and Elmira Road. The proposal also includes an approximately 50 acre site for a future Catholic High School, a site for a public elementary school, a neighborhood park, and pedestrian/bike trails connecting neighborhoods within the project. Additionally, the applicants propose to provide the City with a site west of the City along Cherry Glen Road upon which the City could use to construct a regional detention basin once funding has been secured for this purpose. These two items, the detention basin site and the Catholic high school, were major considerations for the City Council in allowing the project to move forward during the General Plan Update.

STATUS OF THE PROJECT REVIEW:

The City and its environmental consultant began preparing the project Environmental Impact Report (EIR) in early 2011. The MOU requires that the project be revised as required to be consistent with the General Plan Update. In December 2011, the City Council selected a Preferred Land Use Alternative (PLUA) for the General Plan Update. The applicants revised their land use plan to match the PLUA and the EIR is now being completed based on that

revised plan. The EIR will analyze the project's compatibility with both the PLUA and with the existing General Plan.

The MOU acknowledges a commitment by the City to expeditiously process the development applications and a commitment by the applicant to provide necessary information and materials for the project review. The project is now in a position where the Brighton Landing application processing could proceed independently of the General Plan Update, since the project is consistent with the selected PLUA and since the EIR will analyze the project's compatibility with both the PLUA and the existing General Plan.

Allowing the project processing to potentially reach public hearings and final City Council action prior to the adoption of a new General Plan is therefore a feasible option for the City at this point. However, this situation would also require some additional City effort to negotiate changes to the existing agreements for provision of water for growth east of Leisure Town Road with the Solano Irrigation District. Rather than one amendment to the existing agreement with SID, if the Brighton Landing project moved ahead of the General Plan Update there would also need to be a separate project specific amendment to the existing Master Water Agreement for Brighton Landing. Other policy matters may also require additional negotiation between the City and other agencies such as policy for agricultural buffers between City and unincorporated lands, policy related to master planning the schools for the entire east of Leisure Town growth area, and coordination for provision of adequate park lands in the new growth areas. For example, the Brighton Landing project includes both a public school site and a neighborhood park site. As the City finalizes the draft of the General Plan Update policies for development in new growth areas, the Brighton Landing project will need to demonstrate compatibility with those anticipated policies if it proceeds in advance of the final General Plan Update.

As mentioned above, the developer proposes as a part of the project to donate land to the City for a future regional stormwater detention basin along Laguna Creek. This future facility will help alleviate downstream flooding on Alamo Creek. The acquisition of the site is highly desirable and is an important part of the City's long-term plans for flood mitigation, however, the design, permitting, and construction of the facility cannot commence in the foreseeable future due to a lack of local and grant funding.

MAJOR WORKPLAN PRIORITIES AND STAFFING CONSIDERATIONS:

The City Council has previously identified five major development-related workplan priorities, which require staffing commitments from Community Development as well as significant staffing resources from several other departments including Public Works, Utilities, City Attorney and Community Services. The General Plan Update has remained the top priority, followed by Brighton Landing, North Village and Vanden Meadows. The North Village and Brighton Landing projects are providing supplemental funding for Community Development staff. Lagoon Valley has a dedicated contract planner paid for by the developer and at this time that project is not placing significant demands on other staff. The Vanden Meadows project has reached a major milestone with the closing of the comment period for the EIR and staff now dedicating time towards the project entitlements; public hearings on this project could occur late Spring/early summer. The General Plan Update is at a major milestone, with staff now reviewing an administrative draft of the Draft Plan.

With the decreased staffing resource in Community Development and other departments, it is necessary at this time to identify which of these major workplan projects should have the highest priorities because they can no longer receive the necessary concurrent attention by staff in the various departments. If the Council would like Brighton Landing to be on track per the schedule in the MOU and is comfortable with the project moving forward with public hearings prior to adoption of the new General Plan, it is suggested that the General Plan Update schedule be extended to allow for adoption in Spring 2013. Provided that the General Plan

consultant's work is completed by June 2013 and staff for the General Plan Update can divert some time to other funded priorities, the General Plan cost would not increase. An advantage is that this would allow the General Plan Update Steering Committee additional time to review the Draft General Plan policies. This would also allow for some staffing flexibility to dedicate staff time to Brighton Landing, North Village and Vanden Meadows. However, it must be noted that there would be additional staff time required, primarily in the Utilities Department, to negotiate two versus one amendment to the Master Water Agreement. City and SID staff will be meeting in the next few weeks to determine the scope of the amendment. Because this would be an additional and unfunded task, the developer has agreed to be responsible for this additional cost.

FISCAL IMPACT:

The EIR and staff time associated with the preparation and review of the EIR and associated entitlements will continue to be funded by the developers. Because the developer will fund the costs to prepare a separate amendment to the Master Water Agreement, there is no impact to the General Fund.

RECOMMENDATION:

By simple motion, direct staff to continue processing the Brighton Landing development project applications, including allowing for separate processing from the General Plan Update and extend the General Plan Update schedule to Spring 2013 in order to accommodate development-related major workplan items.

ATTACHMENTS:

- A. February 21, 2012 Planning Commission Staff Report including Location Map and Conceptual Plan
- B. Memorandum of Understanding (MOU)

ATTACHMENT A

PLANNING COMMISSION STAFF REPORT

FEBRUARY 21, 2012

**Staff Contact:
Fred Buderl
(707) 449-5307**

TITLE: BRIGHTON LANDING SPECIFIC PLAN & DEVELOPMENT PROJECT

PURPOSE: INFORMATIONAL REPORT ON THE STATUS OF THE SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT (EIR)

RECOMMENDED ACTION: NO ACTION IS REQUIRED.

BACKGROUND

On May 10, 2010, the City Council initiated a General Plan Amendment for the Brighton Landing project at the southeast corner of Leisure Town Road and Elmira Road. The City Council directed staff to negotiate a Memorandum of Understanding (MOU) with the developer and return to the Council for action. On September 14, 2010, the City Council adopted an MOU allowing the developer to proceed with a General Plan Amendment request for the project. The MOU required the applicant to provide a 50 acre site for a private high school and to provide a site for the future construction of a regional detention basin facility west of the City. The City Council also directed that the project may be modified during the planning process to ensure its consistency with the preferred land use alternative for the City's General Plan Update.

PROJECT DESCRIPTION

The property owner, Brighton Landing-Vacaville LLC, is represented by applicant Sares-Regis. The applicant requests approval of a General Plan Amendment, Specific Plan, Rezoning, Tentative Subdivision Map, Planned Development and Development Agreement for an approximately 230 acre area on the east side of Leisure Town Road at Elmira Road. The project includes the construction of 769 single family homes on lots of varying sizes. Approximately 90 percent of the units are moderate-density (5 – 8 units/acre) and 10 percent are low-density (3 – 5 units/acre).

The project site plan also includes 50 acres for construction of a proposed private high school and reserves eleven acres for a public elementary school. There is a 6-acre neighborhood park proposed near the center of the project area, adjacent to the public school site. A 500-foot wide agricultural buffer extends along the east edge of the site, partially on the property and partially on the adjacent parcels to the east (185 feet on-site & 315 feet on adjacent lands) underneath the existing PG&E power lines. This buffer would separate proposed new homes from existing or future agricultural uses to the east, as required by City and Solano Irrigation District policies. Additionally, the project design includes three miles of bike and pedestrian paths, one major and two minor collector roads, and a series of residential streets.

CONSISTENCY WITH PREFERRED LAND USE ALTERNATIVE

The MOU requires that the developer consult carefully with the City regarding the Preferred Land Use Alternative being prepared for the General Plan Update. The developer has revised the latest project design to match the land uses identified on the Preferred Land Use Alternative selected for the General Plan Update by the City Council in December 2011.

PROJECT PLANNING & DESIGN COMMENTS

The project has been planned to be consistent with the Preferred Land Use Alternative for the General Plan Update and has incorporated revisions during the planning process for the East of Leisure Town Growth Area. Specific areas of discussion to advise the Planning Commission prior to release of the environmental studies for the project include:

Elimination of Multi-Family Development Site: The original project design included a 180-unit apartment site along Leisure Town Road. The preferred land use alternative for the General Plan Update eliminated high-density residential sites from this portion of the East of Leisure Town Growth Area. The Brighton Landing Specific Plan has therefore been revised by the applicants to replace the high-density site with Low-Medium density single family development. There is no high-density residential land use proposed in the Specific Plan.

Proposing a Phasing Plan: The original submittal for the Specific Plan did not include a proposed phasing plan for the project. The applicants have revised the Specific Plan to include a phasing diagram (attached) indicating which neighborhoods would be expected to develop first. The City's comments on the Specific Plan will include identifying which infrastructure requirements would be established for each phase. For example, the first neighborhoods are proposed to be constructed along Elmira Road toward the east end of the site. For public safety purposes, secondary access to the first neighborhoods will be required in some form, so that these units do not rely on only one access point to the City prior to full build-out of the Plan.

Buffer from Adjacent Open Lands: The project has always included an agricultural buffer along the east edge of the site. The proposed buffer is consistent with the PLUA. However, the project layout has also been modified to address the exposure of the southern side of the project to open lands until such time as development would occur there as well. To accomplish this additional buffer, the developer has designed the project to place streets and trail rights-of-way along the entire southern edge of the project. This arrangement accomplishes a major public safety priority of not placing residential property lines directly adjacent to open lands that could be a fire hazard and by not creating isolated bike trail areas that cannot be easily observed from public streets and private homes.

Revisions to Street Patterns: The street layout has been altered to avoid providing easy shortcuts through future residential neighborhoods.

Addition of Traffic-Slowing Features in Neighborhood Streets: Several neighborhood streets include lengthy, straight segments, which could encourage higher traffic speeds. The Specific Plan proposes the use of traffic circles on the main route near the school site to slow traffic speeds. On other longer streets, the project design has included narrowed sections to slow traffic passing through the neighborhood. City staff continues to review the design of traffic-slowing design features to ensure that the devices used will also be compatible with emergency access needs.

Pedestrian Enhancements to Project Layout: The revised design designates one residential street connecting the school site to the trail on the east side of the project to include a wider

parkway strip adjacent to the curb in order to provide for prominent street trees along this walkway. Additional streets may be recommended to receive this type of design treatment as a way of promoting an improved pedestrian environment and the project designers have preliminary designs that may provide for use of this treatment throughout the project. The plans provide for several pass-through trails that allow pedestrians to have a shorter walking distance between homes and major destinations within the plan area such as the schools or park. Staff will recommend additional pedestrian connections to ensure safe and convenient access throughout the plan, in order to avoid requiring pedestrians to walk in longer, circuitous routes.

Park / School Boundary Line Adjustments: The developer and the Community Services Department staff have identified a way to ensure that adequate acreage and dimension is provided to the park site to allow all necessary recreational features such as play fields to fit on the site, while still providing the minimum acreage requested by the school district.

ENVIRONMENTAL REVIEW – EIR REQUIRED

An Environmental Impact Report (EIR) is being prepared for the project. The EIR will analyze potential impacts on Aesthetics; Air Quality and Greenhouse Gas Emissions; Agricultural Resources; Biological Resources; Cultural Resources; Geology and Soils; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use; Noise; Population and Housing; Public Services, Utilities, Recreation; and Transportation and Circulation. Additionally, the Draft EIR will consider cumulative impacts of the project combined with other approved and proposed projects, including both the existing and the proposed general plan land use diagrams.

A Notice of Preparation for the EIR was issued in February 2011. The notice provided a 30-day comment period during which all interested persons and agencies were invited to provide comments on the appropriate scope of analysis for the EIR. The comment letters received from that notice are attached to this report for the Planning Commission's information. The issues raised in these comments will be addressed in the Draft EIR.

The Draft EIR will be issued for a 45-day public review period, currently planned for summer 2012. Public notice of the release of the Draft EIR will be provided at that time.

NEXT STEPS

While the preparation of the EIR is underway, City staff will be focusing on analysis of the project, negotiating the terms of the Development Agreement and meeting with SID to discuss the process for amendment to the City-SID Master Water Agreement.

In addition, at their February 28 meeting, the City Council will consider provisions related to the MOU. Specifically, now that the Council has made a decision regarding a Preferred Land Use Alternative for the General Plan Update, the Council will be asked to consider options for allowing the Brighton Landing project to move through the entitlement process and public hearings prior to adoption of a new General Plan.

RECOMMENDATION

This is an informational item; no action is required at this time. The Planning Commission meeting will provide an opportunity for any interested persons to make comments on the project plans. The Planning Commission may also provide comments to staff regarding any concerns to address prior to completion of the environmental studies.

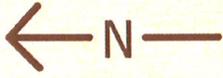
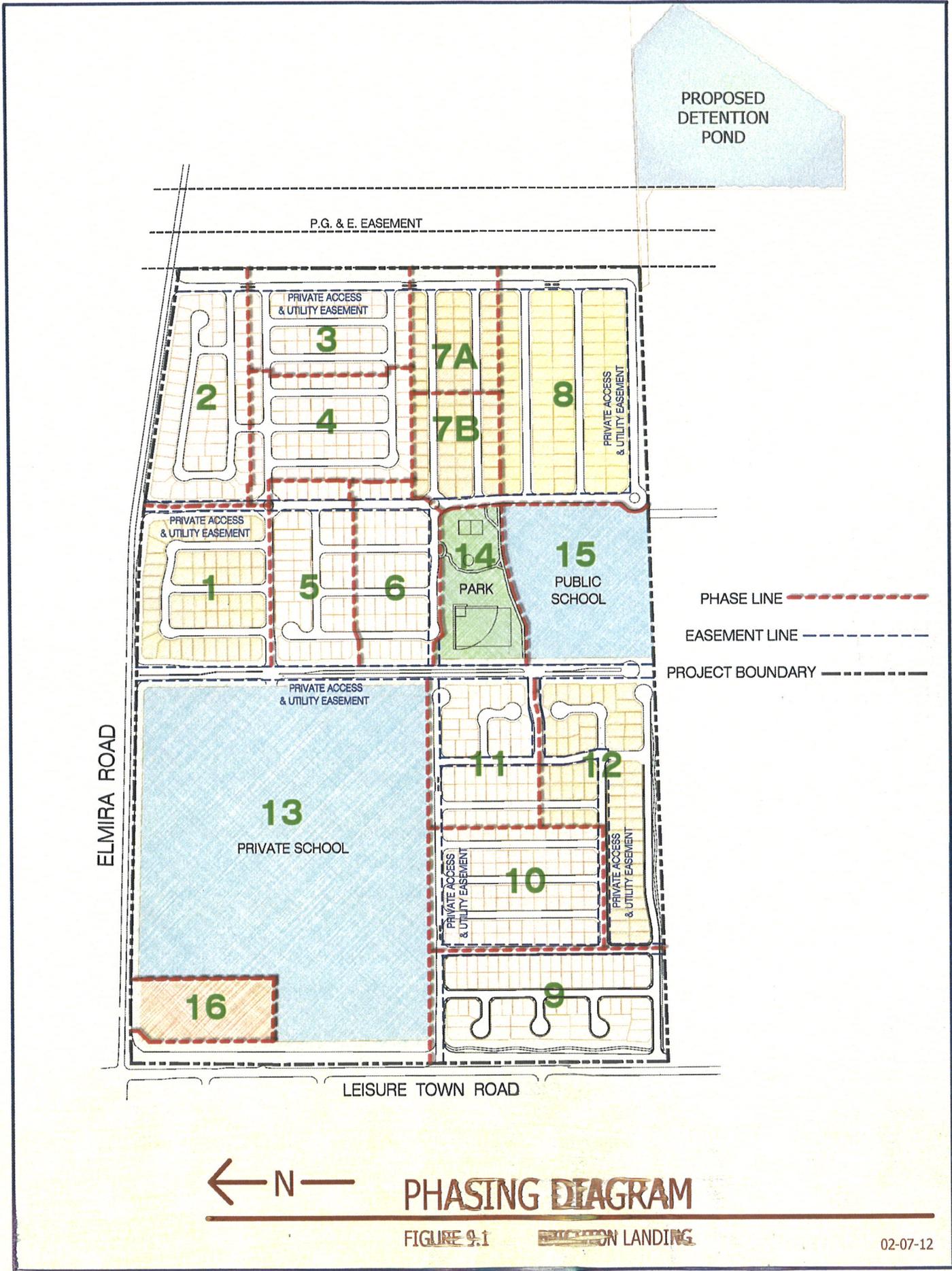
ATTACHMENTS: A – Project Location Map
 B – Proposed Site Plan
 C – Proposed Phasing Diagram
 D - Preferred Land Use Alternative, General Plan Update
 E - Project Detail Sheets



AERIAL PHOTO

FIGURE 1.4 BRIGHTON LANDING

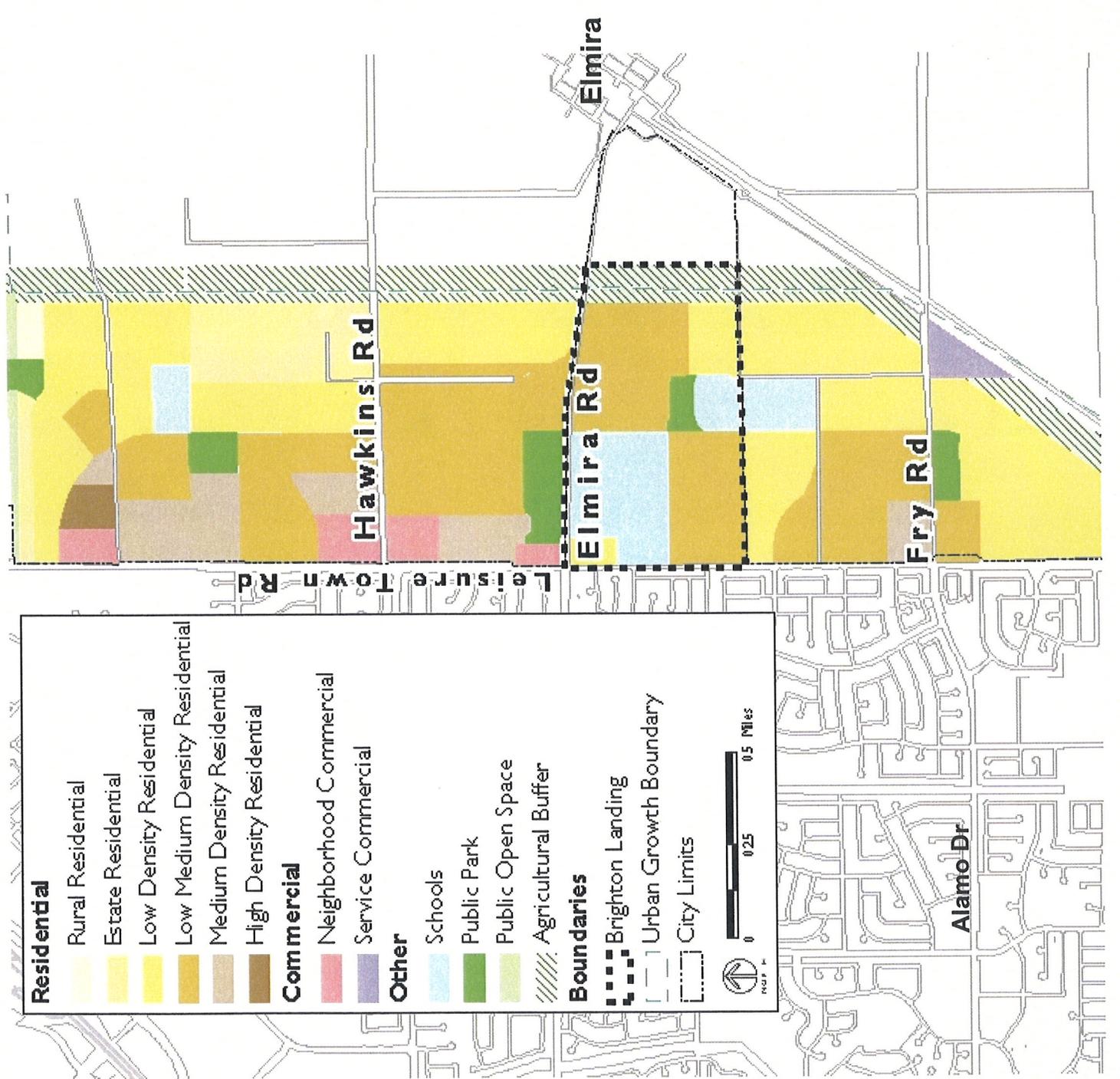
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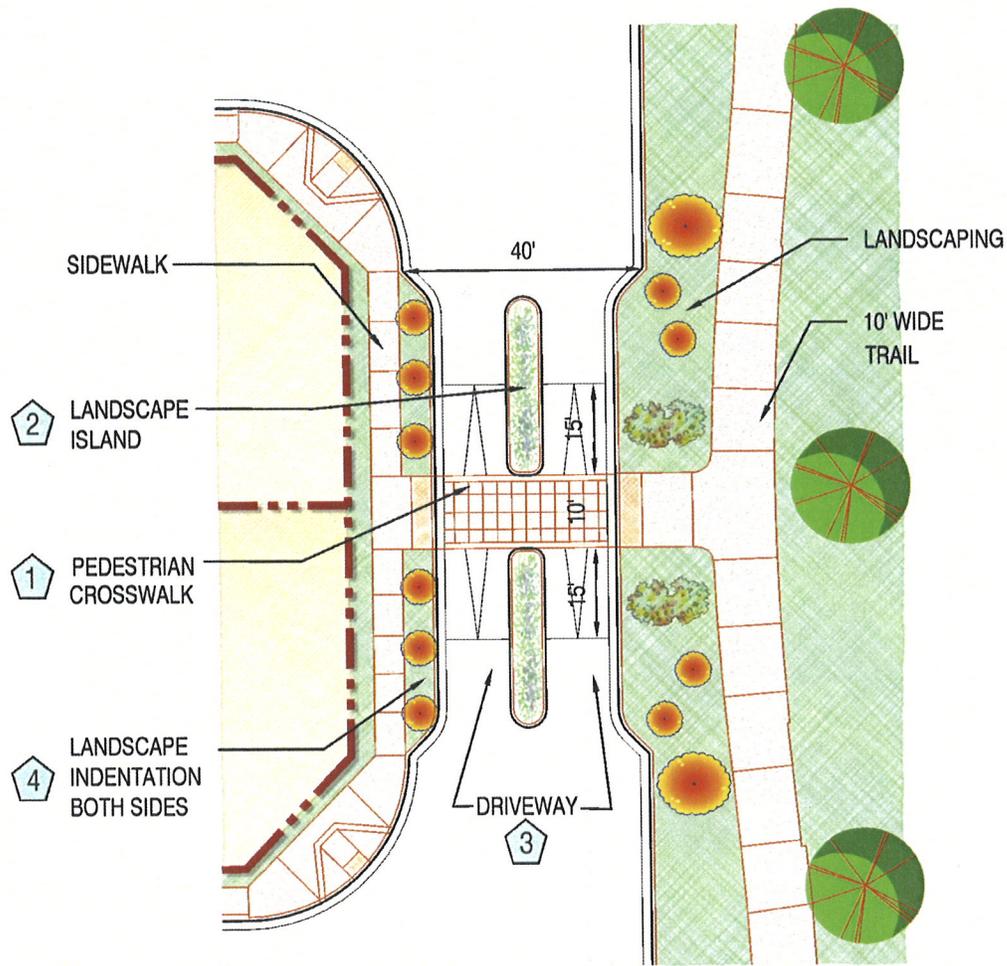


PHASING DIAGRAM

FIGURE 9.1

RESOLUTION LANDING



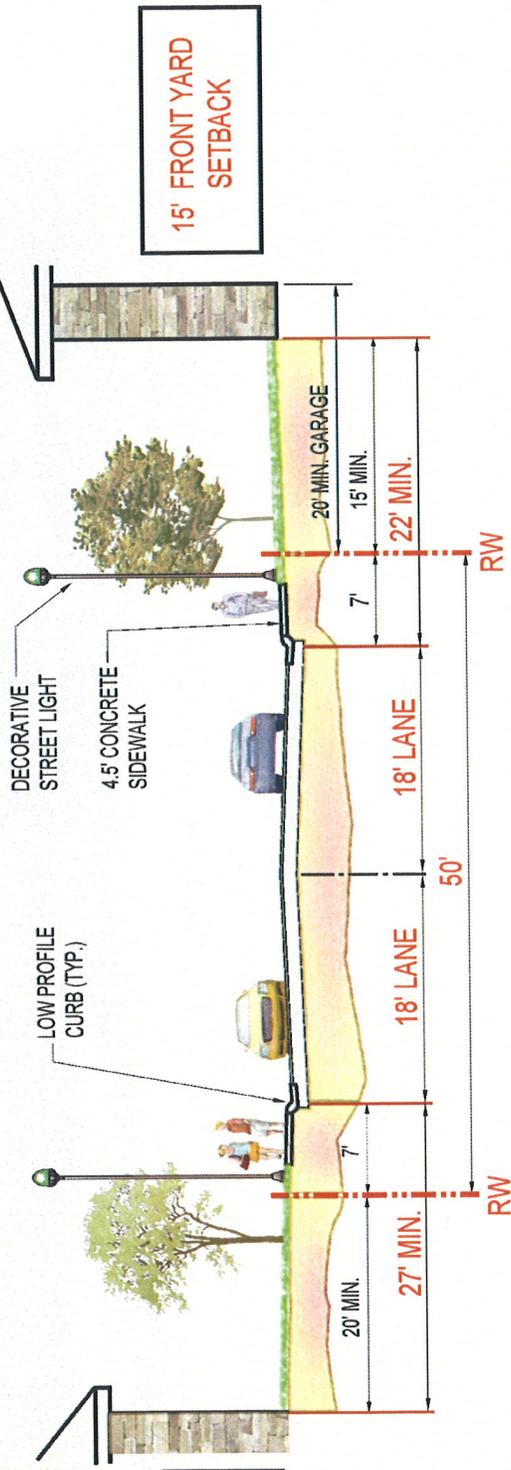


VARIABLE ELEMENTS :

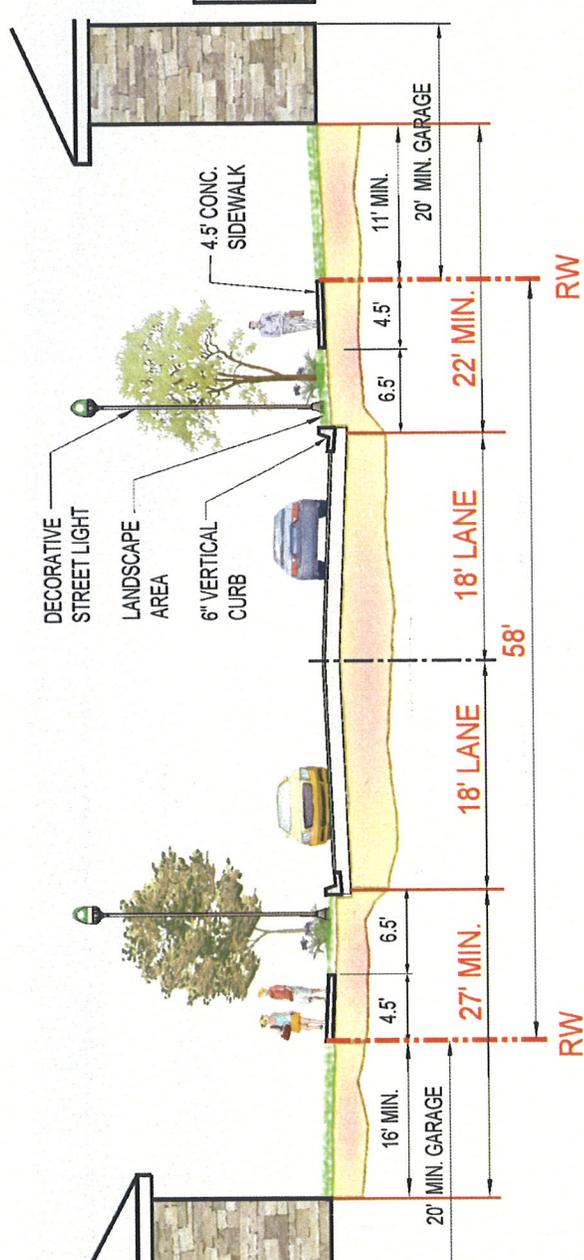
- 1** PEDESTRIAN CROSSWALK : STREET LEVEL OR SIDEWALK LEVEL
- 2** WIDTH OF LANDSCAPE ISLANDS : 4' - 6'
- 3** WIDTH OF DRIVEWAY OPENINGS : 12' - 18'
- 4** LANDSCAPE INDENTATIONS : 0' - 5'

TRAFFIC CALMING / PED. CROSSING

BRIGHTON LANDING



A MONOLITHIC SIDEWALK (CITY STANDARD SETBACKS)



B DETACH SIDEWALK (REQUESTED MODIFIED SETBACKS)

ATTACHMENT B

BRIGHTON LANDING

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN BRIGHTON LANDING VACAVILLE LLC
AND THE CITY OF VACAVILLE
FOR THE PROPOSED BRIGHTON LANDING COMMUNITY**

This Memorandum of Understanding (“MOU”) is made and entered into as of the 8th day of October, 2010 (the “Effective Date”) by and among Brighton Landing Vacaville LLC (“Developer”), and the City of Vacaville (“City”). The Developer and City are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. Developer is the owner of approximately two hundred and ten (210) acres of real property located east of Leisure Town Road and south of Elmira Road (the “Property”), the general location of which is set out in **Exhibit A**. A portion of the Property is located within the area shown in Figure 2-2 of the City of Vacaville General Plan (the “General Plan”) as a “New Development Area” for which a specific plan is required prior to any development. The property is designated as Residential Estates, Agriculture and Agriculture Buffer on the General Plan Land Use Diagram. Policy 2.3-I 22 of the Land Use Element of the General Plan provides that in conjunction with consideration of a specific plan for development of property east of Leisure Town Road, a substantial revision to the General Plan will be required in order to ensure that any development and extension of urban services and infrastructure east of Leisure Town Road is not planned and constructed in a piecemeal manner and to establish a permanent agricultural buffer along the eastern edge of the City.

B. All of the Property is within the City limits. A portion of the Property is located within the City’s 20-Year Urban Service Area Boundary shown in Figure 2-3 of the General Plan and the Urban Growth Boundary established in the Lagoon Valley Settlement Agreement, approved by City’s City Council (the “City Council” in March, 2008 (collectively, the “Urban Growth Boundary”) and incorporated within the Land Use Element of the General Plan. Developer is a part of the Jepson Ranch Landowners Group, a group, which has met with City staff over the last few years to discuss joint planning efforts and development options for the real property located east of Leisure Town Road. The Property is the only area so located, which is within the City limits and thus does not require annexation to the City.

C. Developer is also in contract (the “Robbins Property Agreement”) to acquire approximately 110 acres of real property located west of U.S. Interstate 80, the approximate location of which is shown in **Exhibit B** (the “Robbins Property”). The Robbins Property provides an opportunity for the City to acquire a site for (i) an eighty-five (85)-acre detention basin and conveyance facility (the “Detention Basin”) in the location shown on **Exhibit B** to mitigate and accommodate regional storm water and other drainage impacts; and for (ii) the extension of California Drive, a City right of way, which is needed to serve the long-term traffic circulation needs of the City.

D. Developer has entered into a purchase and sale agreement (the “Private High School Agreement”) with the Roman Catholic Bishop of Sacramento (the “Catholic Diocese”) under which Developer is obligated to convey a portion of the Property (the “Private High School Site”) to the Catholic Diocese, which, contingent upon Developer receiving the necessary land use entitlements, intends to construct and operate a private high school (the “Private High School”). Both the Robbins Property Agreement and the Private High School Agreement contain time limits (the “Contractual Time Constraints”) for the Developer to obtain required land use entitlements and approvals and effect a close of escrow.

E. Developer has prepared a proposal for development of the Property (the “Project”) for the purposes of developing a project definition to satisfy the California Environmental Quality Act (“CEQA”) and to allow the processing of land use entitlement applications and the preparation of an appropriate environmental document and Specific Plan. The proposal, more particularly described in **Exhibit C**, includes:

1. The designation of a site of approximately fifty (50) acres for a private high school;
2. The development of approximately one hundred and eighty (180) units of apartments;
3. Residential development consisting of approximately seven hundred (700) single-family dwelling units;
4. An extensive trail system, a neighborhood park and, adjacent thereto, the designation of a site for a public elementary school;
5. An agricultural buffer along the eastern edge of the Project;
6. Approval of the requisite land use approvals, including a General Plan amendment, Specific Plan, rezoning, subdivision map approvals, and a statutory development agreement (the “Development Agreement”) to provide benefits to both the City and Developer;
7. A request that the City initiate an amendment of the Master Water Agreement between the City and Solano Irrigation District (the “District”) dated May 25, 1998 (the “Master Water Agreement”), as needed to allow approval and development of the Project. City intends to pursue a single amendment to the Master Water Agreement that will be a part of the General Plan Update, which requires revisions to address the implementation of the General Plan Update and the Project. The land use applications set forth above in Recital D and the City’s initiation of an amendment to the Master Water Agreement shall be collectively referred to herein as the “Project Applications”; and
8. The possibility, subject to the provisions of this MOU, of Developer funding and assisting the City in acquiring the Robbins Property for the purposes set forth in Recital B.

F. On March 23, 2010, the City Council authorized the initiation of a comprehensive update of the General Plan (the "General Plan Update"), approved a General Plan Update budget and awarded a consultant's contract for the General Plan Update to Design, Community and Environment, Inc. (the "General Plan Consultant"). At that same meeting, the City Council adopted an interim policy regarding the consideration of General Plan amendment requests during the General Plan Update. . By the adoption of Resolution No. 2010-24, the City Council determined that a specific plan application for the Vanden Meadows project, originally filed in 2009, and three (3) other identified projects, including the Project, may be considered for initiation of a General Plan amendment, including environmental review, subject to City Council initiation at a merit hearing pursuant to Chapter 14.04.030 of the Vacaville Municipal Code (the "VMC").

G. On May 25, 2010, the City Council conducted a merit hearing pursuant to VMC Section 14.04.030 to consider Developer's request to initiate applications for a General Plan amendment and Specific Plan for the Project. The City Council indicated support for the Project; approved the request to allow the applications to proceed and be processed in a concurrent but separate process with the General Plan Update based upon the information and recommendation in the written May 25, 2010 City staff report to the City Council and directed City staff to negotiate this MOU and to report back to the City Council within ninety (90) days.

H. The approval and implementation of this MOU is intended to and shall result in the establishment of procedures and guidelines for the City to employ in proceeding with separate processing and consideration of the Project Applications concurrent with the General Plan Update. A full and complete environmental analysis under CEQA will be conducted as a part of the Project application process. The consideration and approval of this MOU in no way constitutes a "project" under the definitions contained in CEQA nor does it in any way bind the City or Developer except as to the methods and requirements for processing and other obligations set out herein. The benefits of this MOU for the Parties are specifically set out and discussed in Section 4 below and their achievement requires expeditious processing of the Project Applications by the City to allow Developer to meet its Contractual Time Constraints.

I. City and Developer acknowledge a mutual interest in the development of the methods and requirements for processing the Project Applications and hereby agree to this MOU to establish a framework for the expeditious processing and review of the Project Applications by the City.

NOW, THEREFORE, the Parties hereto agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The recitals set forth above in this MOU and any exhibits attached hereto are incorporated into this MOU as though set forth in full.

2. EFFECT OF MOU; RESERVATION OF POLICE POWER. This MOU is entered into by the Parties only to acknowledge the City Council's decision to permit the Project Applications to go forward with separate processing, concurrent with the General Plan Update and establish a framework and establish time limits for the processing and review of the

Project Applications by the City. This MOU does not create or grant to Developer any new entitlements, rights, or approvals for development of the Property or Project. The processing of the Project Applications will be separate and apart from the approval of this MOU and from the General Plan Update and will require complete and legally sufficient environmental analysis, as well as compliance with all applicable planning and zoning laws. The City has not prejudged the Project nor made any commitments regarding the Project, and the Project Applications shall be processed in accordance with all applicable ordinances, resolutions, policies, and statutes. Nothing herein shall be deemed to be a waiver or infringement of the City's police power, nor shall this MOU, or any part hereof, be interpreted as an obligation of the City to approve or grant any permits, entitlements, or approvals.

3. BACKGROUND AND SCOPE OF MOU. The City Council has determined at a merit hearing that the processing of the Project Applications may proceed separate from and concurrent with the processing of the General Plan Update. By this MOU, the City agrees to facilitate the processing of the Project Applications so as to comply with the Timeline (as hereinafter defined in this Section 3) as set forth in Exhibit D, along with certain obligations set forth in Section 6 of this MOU. In exchange for these agreements of the City, Developer hereby agrees, conditioned upon Final Approval (as hereinafter defined in Section 5.2(a), below) of the Project and the Project Applications in accordance with the Timeline, to do those things set forth in Section 5 of this MOU. Developer's obligations include, but are not limited to, negotiation and implementation of a Development Agreement with the City, which will provide for the assignment of contract rights to the City for the acquisition of the Robbins Property and the funding of the costs of acquisition thereof so that the Detention Basin can be constructed to address regional storm water impacts. Developer shall work in good faith with the City and the City's General Plan Consultant to promptly provide and submit all documents, reports and further information requested or needed by the City and the General Plan Consultant to allow expeditious processing of the Project Applications. The Parties shall meet as required on a scheduled basis to discuss the progress and demands of the processing of the Project Applications, and shall work in good faith to make any necessary processing adjustments or prioritization of tasks, if it is determined at any point in processing the Project Applications that the Project Applications are behind the schedule set forth in the Timeline attached as Exhibit D (the "Timeline").

4. BENEFITS OF THIS MOU FOR THE PARTIES. The Parties acknowledge and agree that, as set forth below, the execution and implementation of this MOU and the expeditious and separate processing of the Project Applications at the same time that the City is processing the General Plan Update provides significant and long-term benefits for each Party. A portion of the needed infrastructure in the area of the Property has already been installed or established through the planning process. City staff and the City Council have determined that processing of the Project Applications will not pose a problem for or impede the City's vital interest in processing and completing the General Plan Update. As a result, it is the Parties' intention that the processing of the Project Applications will continue as a separate but coordinated process with the General Plan Update in order to meet the Timeline and projected City Council consideration of Project Applications by March 1, 2013. The benefits to the Parties and to the community in general are many and varied, including, but not limited to, the following.

4.1 Benefits for the Developer. Developer owns the Property and is in contract to acquire the Robbins Property and to convey to the Catholic Diocese a portion of the Property when and if land use entitlements are finally issued allowing development and operation of a Private High School on a portion of the Property. Expeditious processing of the Project Applications will be beneficial to the Developer in that economic use of the Property will ultimately be allowed and the Developer will be able to meet the Contractual Time Constraints by obtaining a final decision, whether the various Project Applications are approved or not. Developer, through its participation in the Jepson Ranch Landowners Group, has been discussing with City staff, various issues relating to development on the Property over the last several years and Developer's ability to implement and effect a successful project is dependent upon expeditious processing and a decision on the Project Applications by the City within the Timeline.

4.2 Benefits for the City. By entering into this MOU, the City does not prejudice the Project nor in any way indicate a predilection or preference for approval of the Project. However, the ultimate approval of the Project and the various Project Applications and completion of the environmental analysis will enhance the potential for a successful project within the timeframe set out in the Timeline. Thus, the City and the community will benefit by the potential for a more successful project with the accompanying economic and social benefits flowing from such development. Specifically, in addition to the more general benefits mentioned in this paragraph, the City acknowledges the following more specific benefits that may flow from the expeditious processing of the Project Applications and implementation of this MOU.

(a) Potential for Private High School Site, Acquisition of a Portion of the Property by the Diocese of Sacramento. Pursuant to the Private High School Agreement, the Developer has agreed to convey to the Catholic Diocese the Private High School Site, consisting of approximately fifty (50) acres of the Property for the construction and operation of the Private High School. The City acknowledges and agrees that a private college preparatory high school would provide significant economic development benefits to the City, in addition to providing unique educational and recreational amenities. The Developer has entered into the Private High School Agreement and agreed to convey the Private High School Site to the Catholic Diocese for a land value significantly lower than that attributable to property approved for residential development. The inclusion of the Private High School Site within the Project makes the Project much more attractive and beneficial to the City and provides significant benefits and amenities that residential development of the Property alone would not provide. Expeditious processing and a decision on the Project Applications within the Timeline will enhance the possibility of development of the Private High School Site.

(b) Acquisition of Detention Basin Site by City. The Ulatis System Drainage Study dated October 2007, prepared by the Solano County Water Agency (the "Study"), identified and evaluated flood control alternatives to reduce or eliminate flooding within the Ulatis Creek System, particularly within the City. Section 5.3 of the Study sets forth Alternative 3 involving several smaller regional detention basins. Table 5.6 of the Study sets forth the three (3) regional detention basins within the Alamo Creek watershed, the construction and implementation of which would greatly alleviate flooding caused by moderate to large

weather storms. The third of these three (3) detention basins identified in the Study is the Laguna Creek Detention Basin requiring approximately eighty-five (85) acres of real property.

The Parties have identified a site on the Robbins Property of approximately eighty-five (85) acres, located on Laguna Creek on Cherry Glen Road, more particularly shown on Exhibit B, which could be developed as a potential storm water detention basin and conveyance facility (the "Detention Basin Site"). The estimated value of the Detention Basin Site is \$2,550,000. The Development Agreement to be negotiated with the City will include an obligation by Developer to convey to the City the rights to acquire the Detention Basin Site and remaining twenty-five (25)-acre parcel together with the funds required under the Robbins Agreement, when and if complete CEQA review and final approval of the Project Applications have been obtained. The Development Agreement between the City and Developer shall set forth the purchase price, provide the method by which funds are advanced to the City for acquisition of the Detention Basin Site and remaining twenty-five (25)-acre parcel and further provide any fee credits that Developer may be entitled to receive, if any, against any applicable drainage and storm water detention facilities impact fees in connection with the Project. All such credits shall be negotiated as a part of the Development Agreement. Any such credits shall be fully assignable by Developer within Developer's discretion.

(c) Acquisition of Property for California Drive Extension. A traffic analysis performed by City staff prior to the date of this MOU indicates the need to extend California Drive westerly to Cherry Glen Road, including the construction of a new overpass over U.S. Interstate 80 (I-80), to relieve traffic at the Alamo/Merchant Intersection and westbound I-80 on ramp and to provide an alternate route between Lagoon Valley and the City of Vacaville. To facilitate this extension project, right of way acquisition is necessary along Cherry Glen Road. Upon completion of all required environmental review, and issuance of Final Approval (as that term is defined below in Section 5.2(a)) for the Project Applications, Developer shall dedicate or otherwise convey to the City the real property necessary for this right-of-way, which includes property located to the north and south of U.S. Interstate 80, including a portion of the Robbins Property. This dedication shall be agreed to and provided for in the Development Agreement, the approval of which Developer will seek as a condition of approval (if any) of the Project Applications. The Development Agreement shall set forth the terms under which the City shall (1) subdivide the Robbins Property to allow for the right-of-way dedication, if such subdivision is necessary, and (2) reconvey any property to Developer not used for the Detention Basin and the portion needed for the aforementioned right-of-way, as provided in Section 5.4(a), below. The Development Agreement may further provide for any fee credits that Developer may be entitled to receive, if any, against any applicable traffic impact fees, pursuant to Section 11.01.070 of the Vacaville Municipal Code. All such credits shall be negotiated as a part of the Development Agreement. Any such credits shall be fully assignable by Developer within Developer's discretion. City shall not be required to show or establish any nexus or rough proportionality as to the traffic impacts of the Project requiring such dedication.

5. AGREEMENTS OF DEVELOPER. Pursuant to this MOU, Developer consents and agrees to the following.

5.1 Timely Filing of Applications for Project. The Project Applications (exclusive of the initiation of an amendment of the Master Water Agreement, which

must be initiated by the City) required to be submitted and processed by Developer are set forth below in Section 5.3, below. Developer has spent significant time in reviewing and discussing planning issues and alternatives with City staff prior to the Effective Date. Pursuant to the Timeline, Developer shall submit to the City all of the Project Applications set forth below no later than October 1, 2010. Developer shall meet with City staff in a pre-application conference to review in conceptual form the documents to be submitted and will cooperate fully with staff and with the Dedicated Project Planner (as hereafter defined in Section 5.2, below) to ensure that the Project Applications (exclusive of the application for amendment of the Master Water Agreement), when submitted, are complete, thorough and sufficient for the City to begin processing and review.

5.2 Agreement to Fund Additional Dedicated Planning Staff. In addition to prompt payment in accordance with the City's usual invoice procedures of all deposits and processing costs required by the City in connection with processing of the Project Applications, Developer agrees to provide funding to the City for the hiring of a half-time independent contract project planner who will be dedicated to and employed by the City for the sole purpose of facilitating and expediting the processing and review of the Project Applications or to fund the half-time cost of an existing City staff member who is dedicated at least half-time to processing and reviewing the Project Applications (in either case, the "Dedicated Project Planner"). Developer and City shall enter into a contract regarding the Dedicated Project Planner and establish a procedure by which Developer shall deposit funds with the City to pay for the Dedicated Project Planner. No later than ten (10) days following the full execution of this MOU, the City and Developer shall meet to discuss and agree upon a Dedicated Project Planner, reasonably acceptable to each Party and proceed with negotiating the contract mentioned above

5.3 Developer's Applications Required for the Project. The Project Applications to be filed by Developer include the following and shall be prepared and submitted by Developer in as complete form as possible (subject to City's right to deem such Applications as "incomplete" under the California Permit Streamlining Act) to enhance the expedited processing of the Project Applications and shall include the following:

(a) Application for General Plan Amendment. An application for General Plan amendment shall be filed seeking a General Plan designation of the Property that will allow the various elements or uses set forth in **Exhibit C.** The General Plan amendment application shall seek appropriate designations for residential use of various portions of the Property and for use as a Private High School Site. In addition, the application will seek a designation for an agricultural buffer, to be established in accordance with the requirements of the General Plan Update, South Lagoon Valley Settlement Agreement as incorporated within the Land Use Element of the General Plan, and the Master Water Agreement.

(b) Specific Plan. The Project Applications shall include an application for a Specific Plan pursuant to Government Code section 65450, et seq. The Specific Plan, if adopted, would be subject to revision if determined appropriate by the City Council as a part of the General Plan Update. The Land Use Element of the General Plan requires a Specific Plan for the new growth area east of Leisure Town Road. The Project Applications will

seek approval of a Specific Plan for development of the Property, which will include text and diagrams that specify and include all of the following in detail:

- (i) Distribution, location and extent of uses of land including open space, within the area covered by the Specific Plan.
- (ii) Proposed distribution, location, extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by and needed to support the land uses described in the Specific Plan.
- (iii) Standards and criteria by which the development of the Project will proceed and where applicable, standards for conservation, development and utilization of natural resources.
- (iv) Designation of the Private High School Site exclusively for a private high school.
- (v) Minimum architectural and development standards, and conceptual landscape plans for the open space and streetscape.
- (vi) A program of implementation measures, including regulations, programs, public works projects and financing measures necessary to carry out the matters listed in Subsections (i), (ii), and (iii), above.

(c) Tentative Map Applications. The Project Applications shall include an application for approval of a tentative subdivision map or maps to include the Property and to provide for division of the Property into lots and parcels, development of streets and infrastructure and the provision of appropriate dedications of land for public purposes including, but not limited to, streets, utilities and parks. The tentative map application will delineate the Agricultural Buffer required by the General Plan and create the site for the Private High School as a separate legal parcel.

(d) Rezoning Applications. The Project Applications shall include applications for rezoning in a manner consistent with the General Plan (as proposed to be amended pursuant to the Project Applications) and proposed Specific Plan, which will allow full and complete development and implementation of the Project.

(e) Phased Development Plan. The Project Applications shall include an application for a phased development plan outlining the method and implementation for phasing the Project, as required by City's Planned Growth Ordinance, Chapter 14.05.040 of the Vacaville Municipal Code..

5.4 Development Agreement. Developer shall seek approval of a Development Agreement for the Project pursuant to Government Code section 65864, et seq. and Chapter 14.17 of the Vacaville Municipal Code. The Development Agreement application shall include a draft Development Agreement with the elements required by Government Code section 65865.2 and shall seek to establish vested rights to develop the Project pursuant to and in

accordance with the rules, regulations and official policies of the City upon the effective date of the Development Agreement. Additionally, the Development Agreement shall include specifically the following:

(a) Agreement to Finance and Convey Detention Basin Site.

The Development Agreement shall identify and establish the duty of the Developer to convey to the City and fund the acquisition of the Detention Basin Site pursuant to the contractual arrangement described in Recital B and Section 4.2(b) hereof. The Detention Basin Site will be identified and the method of Developer funding for the acquisition shall be established. Developer shall assign its rights to acquire the Robbins Property to the City and the City shall acquire the Detention Basin Site directly from the seller since the Property will not, at such time, be subject to a parcel map creating the Detention Basin Site as a legal parcel. The Robbins Property in its entirety will be conveyed to the City with an obligation in the Development Agreement that the City apply for a certificate of compliance from the County Surveyor or take such other steps as are necessary to create a legal parcel and then convey back to the Developer the remainder parcel upon which the California Drive extension is to be constructed. As set forth in Section 4.2(b) above, the total purchase price may be reimbursable to Developer as a fee credit, pursuant to section 11.01.070 of the Vacaville Municipal Code.

(b) Dedication of California Drive Extension Property.

The remainder of the Robbins parcel slated for the California Drive extension after the City has acquired title to the Detention Basin Site shall be reconveyed to Developer under the terms of the Development Agreement and then dedicated to the City for use in the California Drive extension. The Development Agreement shall provide this mechanism and shall expressly acknowledge Developer's agreement that this dedication is not dependent upon the City showing any nexus or rough proportionality between the impacts of the Project and the need for California Drive extension. As set forth in Section 4.2(c) above, Developer may be eligible to receive a fee credit for dedication of the California Drive roadway extension, pursuant to Section 11.01.070 of the Vacaville Municipal Code.

5.5 Project Environmental Review and Preparation of Specific Plan.

In accordance with CEQA, Developer shall cooperate with and process with the City full and complete environmental review of the Project. In addition, Developer shall cooperate with and process with the City a Specific Plan for the Project. Within forty-five (45) days after the Effective Date of this MOU, the City and Developer shall meet and confer in good faith to select a mutually agreeable environmental and Specific Plan consultant to complete the requisite environmental review and Specific Plan documentation.

5.6 Conditions to Developer's Obligations. The obligations of Developer set forth above are dependent and contingent upon accomplishment of the following:

(a) Final Approval of Project Applications. Developer's obligations under Sections 5.4(a) and (b) above are expressly conditioned upon the issuance of Final Approval of all Project Applications and the environmental review document. "Final Approval" shall mean final approval of the Project Applications, subject to mutually acceptable conditions and exactions, and of the environmental document, without any litigation challenge

being filed or asserted or if one is filed, the issuance of final judgment of a court of competent jurisdiction, without an appeal being filed, upholding the validity of the Final Approval.

(b) Issuance of Final Approval Within Timeline. Developer's obligations under Sections 5.4(a) and (b), above, are further conditioned upon the issuance by the City of the Final Approval for the Project Applications and the environmental document within the time set out in the Timeline. Should the Final Approval be delayed beyond the Timeline, then Developer's obligations under these sections shall cease and terminate, and shall be of no further force or effect.

5.7 Right to Deny Project Applications. As set forth in Recital H of this MOU, Developer acknowledges and agrees that this MOU does not in any way bind the City except as to the methods and requirements for processing the Project Applications and other obligations set out herein. Nothing in this MOU is intended to commit or require the City to approve any of the Project Applications. City retains the absolute right to approve, conditionally approve, or deny any or all of the Project Applications in City's sole discretion. Developer further acknowledges and agrees that Developer shall be solely responsible for the costs incurred by Developer in preparing and submitting the Project Applications to City and understands and accepts the risk that City may, in its sole discretion, deny the Project Applications.

6. AGREEMENTS OF THE CITY. The City desires to cooperate fully in the processing of the Project Applications and looks toward an expeditious final determination on these applications within the Timeline. Specifically, the City agrees as follows:

6.1 City to Initiate Amendment to Master Water Agreement. In order to provide a source of potable water for the development of the Project and new growth areas in the General Plan Update, the City and District must mutually agree to amend the Master Water Agreement so that the District will agree to and will serve the Property which is currently located on land to the east of the Urban Service Area, as defined in the Master Water Agreement. Within thirty (30) days of the Effective Date or such longer period as is reasonably required prior to completion of the Development Agreement, the City agrees to initiate discussions with the District and to begin processing of the necessary amendment to the Master Water Agreement and to use its best efforts to negotiate and complete an amendment to the Master Water Agreement with the District within the Timeline and as a part of the General Plan Update.

6.2 Issuance of Final Approval Within Timeline. The City acknowledges and agrees that expeditious processing and decision on the approval or denial of the Project Applications is essential to the successful implementation of the Project. The City agrees to use its best efforts to complete processing of the Project Applications and issue Final Approval or denials of the Project Applications by March 1, 2013, which is the outside date set forth in the Timeline. The City acknowledges and agrees that the Timeline is a reasonable estimate of the time necessary for processing the Project Applications. City staff shall make informational reports available to the City Council periodically regarding the status of the processing of the Project Applications and the status of the General Plan Update, including recommended actions and alternatives to be considered for implementation at that time if necessary to ensure adherence to the Timeline. Developer acknowledges that determinations made in the General Plan Update may require Project specific changes or modifications and that

CEQA review will require an analysis of conformity of the Project with provisions of the General Plan Update as well as the existing General Plan. The City acknowledges that the milestones set out in the Timeline may be adjusted from time to time and that this alone will not prevent the completion of processing of the Project Applications.

7. FUNDING OF INFRASTRUCTURE COSTS. If the Project Applications are approved in accordance with the provisions of this MOU, and specifically Section 6.2 above, Developer shall share in the cost of infrastructure for the planning area in accordance with a “fair share” methodology adopted by the City or in such other method as may be set out in the Development Agreement.

8. FAILURE TO APPROVE PROJECT. The Parties agree that if (i) the City does not issue Final Approval of the Project Applications, (ii) the Project Applications are denied by City or other government agency action; or (iii) the City fails to comply with the Timeline, then Developer may, in its sole discretion, terminate and cancel this MOU upon written notice to the City.

9. NONASSIGNMENT. With the exception of the fee credits described in Sections 4.2(b) and 4.2(c), neither Developer nor City shall assign this MOU or any of the rights contained herein without the prior consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer may assign its interest in this MOU to an entity wholly controlled by Developer (e.g. wholly-owned subsidiary of Developer) without first obtaining the consent of City.

10. MISCELLANEOUS.

10.1 Notices. Any notice, demand or request as may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to the City and Developer, as the case may be, as follows:

If to the City: City of Vacaville
650 Merchant Street
Vacaville, CA 95688
Attn: Director of Community Development

With a copy to: City Attorney
650 Merchant Street
Vacaville, CA 95688

If to Developer: Brighton Landing Vacaville LLC
c/o Hearthstone Investments
781 Lincoln Avenue, Suite 300
San Rafael, CA 94901
Attn: Sandra Lambert

Brighton Landing Vacaville LLC
c/o Regis Homes of Sacramento LLC
1800 Third Street, Suite 250

Sacramento, CA 95811
Attn: Robert Holmes

With a copy to: Wilson F. Wendt
Miller Starr Regalia
1331 N. California Blvd, Fifth Floor
Walnut Creek, CA 94596

Notices shall be deemed effective if delivered by certified mail, return receipt requested, commercial courier or by facsimile, with delivery to be effective upon verification of receipt, except as to facsimile where if confirmation is after 5:00 p.m., then notices shall be deemed received the following business day. Any Party may change its respective address for notices by providing written notice of such change to the other Party.

10.2 Construction and Interpretation. This MOU and any exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. The captions preceding the text of each article and section of this MOU are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this MOU. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this MOU.

10.3 Severability. Invalidation of any of the provisions contained in this MOU, or of the application thereof to either Party by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof, and the same shall remain in full force and effect.

10.4 Amendment/Modification. This MOU may be amended by, and only by, a written agreement signed by all of the Parties.

10.5 Execution in Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original. The signatures to this MOU may be executed on separate pages and when attached to this MOU, shall constitute one (1) complete document.

10.6 Time. Time is of the essence of this MOU.

10.7 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the Effective Date.

City: CITY OF VACAVILLE

By: Maureen T. Carson
Maureen T. Carson
Its: Director of Community Development

APPROVED AS TO FORM:

Gerald L. Hobrecht
Gerald L. Hobrecht, City Attorney

Developer: BRIGHTON LANDING VACAVILLE LLC, a Delaware limited liability company

By: Vacaville Investors LLC, a Delaware limited liability company

By: Hearthstone, Inc., a California corporation, Manager

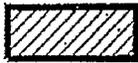
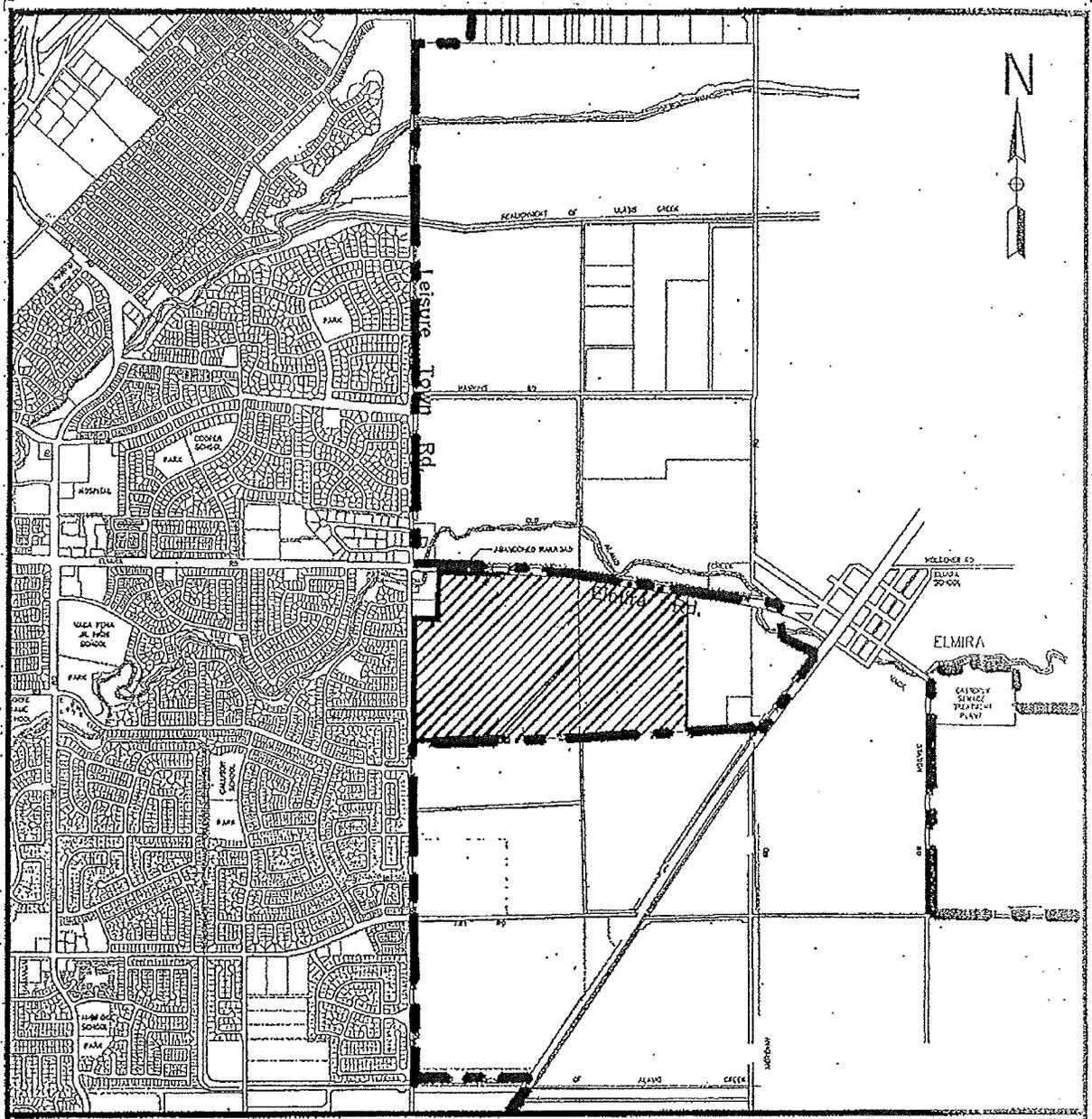
By: Charles O. Schetter
Charles O. Schetter
President

EXHIBITS:

- A. Brighton Landing Project Site
- B. Robbins Property Site
- C. Brighton Landing Project Conceptual Proposal
- D. Timeline

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EXHIBIT A



Project Site



City Limits



THE CITY OF VACAVILLE
COMMUNITY DEVELOPMENT DEPT

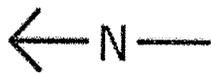
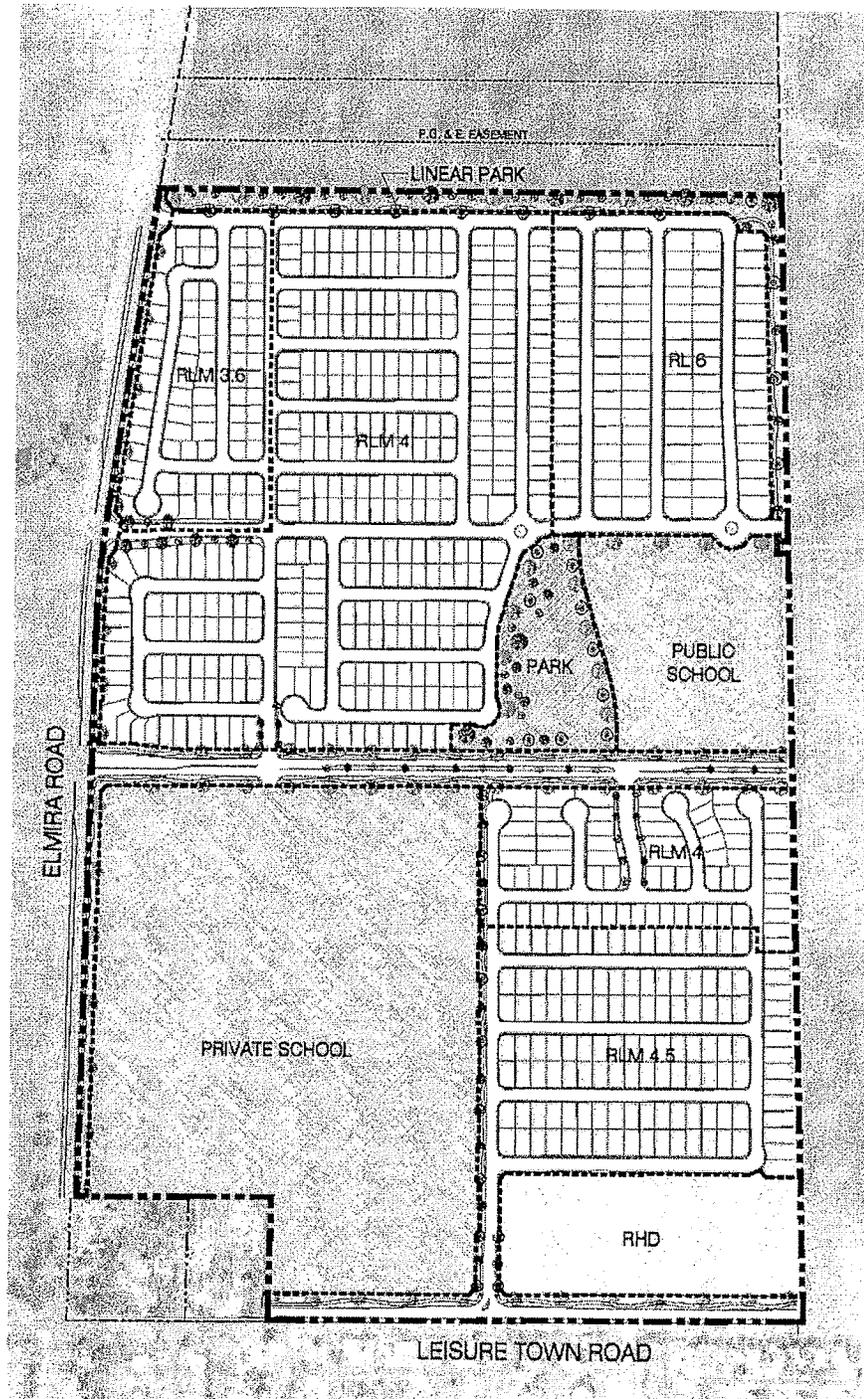
Brighton Landing Location Map

SCALE: NOT TO SCALE

EXHIBIT B



EXHIBIT C



CONCEPTUAL DEVELOPMENT PLAN

FIGURE 2.1

BRIGHTON LANDING

EXHIBIT D

EXHIBIT D

DATE	GENERAL PLAN/GP EIR TASK	BRIGHTON LANDING TASK
September 2010		<ul style="list-style-type: none"> • Approval of MOU • File Application for General Plan Amendment, Specific Plan, Rezoning, Tentative Map, and Development Agreement
October 2010	TAC Work Session to delineate Growth Areas	
November 2010	<ul style="list-style-type: none"> • Stakeholder Workshop #1: East of Leisure Town Road Land Use Alternative Creation • Stakeholder Workshop #2: Northeast Growth Area Land Use Alternative Creation • SC Meeting #4 and #5: Land Use Alternatives Creation • Develop Land Use Alternatives 	
December 2010	Review, Revise and Publish Land Use Alternatives	
January 2011	<ul style="list-style-type: none"> • SC Meeting #6: Land Use Alternatives Review • SC Meeting #7: Land Use Alternatives Review 	<ul style="list-style-type: none"> • Prepare and Circulate NOP • Scoping/Consultation Period
February 2011	<ul style="list-style-type: none"> • City Council Study Session #2: Select Land Use Alternatives for study • Conduct Alternatives Evaluation 	<ul style="list-style-type: none"> • Begin work on Draft Brighton Landing Specific Plan
March through June 2011		Conduct site-specific technical studies
March 2011	Prepare Alternatives Evaluation Workbook	
April 2011	Publish Alternatives Evaluation Workbook	
May through July 2011		Initiate Brighton Landing ADEIR and prepare Existing Conditions and Regulatory Setting sections
May 2011	<ul style="list-style-type: none"> • Community Workshop #2: LU Alternatives Selection • SC Meeting #8: Preferred Land Use Alternative (PLUA) Selection • Prepare Draft PLUA 	
June 2011	<ul style="list-style-type: none"> • SC Meeting #9: Review Draft PLUA • City Council Study Session #3: Draft Preferred Alternative Review (Select PLUA) 	

EXHIBIT D (continued)

July 2011	Establish General Plan EIR Project Description based on PLUA identified by City Council	<ul style="list-style-type: none"> Revise Brighton Landing Specific Plan as needed to be consistent with Council-approved PLUA Establish Brighton Landing EIR Project Description
July through October 2011	Prepare Admin Draft General Plan EIR	
August through September 2011		Prepare Admin Draft Brighton Landing EIR Impact Analysis and Mitigation Measures
October 2011		Internal City Review of Admin Draft Brighton Landing EIR
November 2011	City Review of Admin Draft General Plan EIR	DC&E Revise Admin Draft Brighton Landing EIR per City comments
December 2011	DC&E Revise Admin Draft General Plan EIR per City comments	Developer Review of Second Admin Draft Brighton Landing EIR
January 2012	Publish Draft General Plan, Draft Climate Action Plan, Draft General Plan EIR, Notice of Completion	DC&E Revise Second Admin Draft Brighton Landing EIR
February 2012	Close of General Plan EIR Review Period	Publish Draft Brighton Landing EIR/Notice of Completion
March to May 2012	<ul style="list-style-type: none"> Preparation of Response to Comments Publish Final General Plan EIR 	<ul style="list-style-type: none"> Close of Review Period Preparation of Response to Comments Evaluation of Need to Recirculate
April to June 2012		Potential Brighton Landing EIR Recirculation Period/Schedule Buffer
June 2012	<ul style="list-style-type: none"> Certification of General Plan EIR Adoption of General Plan 	
June to July 2012		<ul style="list-style-type: none"> Internal City Review of Admin Final Brighton Landing EIR DC&E Revise Admin Final Brighton Landing EIR per City comments
August 2012		<ul style="list-style-type: none"> Review of Second Admin Final Brighton Landing EIR DC&E Revise Second Admin Final Brighton Landing EIR
September 1, 2012		Distribution of Final Brighton Landing EIR
March 1, 2013		Final Brighton Landing Project Approval

