

ORDINANCE NO. 25-001

**AN ORDINANCE OF THE DIXON CITY COUNCIL
APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DIXON
AND DIXON VENTURE, LLC FOR “THE CAMPUS PROJECT”
(PLANNING APPLICATION -PA23-16)**

WHEREAS, on May 9, 1995, the City Council adopted the Northeast Quadrant Specific Plan (NESP) pursuant to Resolution 95-63, with multiple amendments made to the NESP since its original adoption, with the last amendment being approved by the City Council on January 7, 2025 by City Council Resolution No. 25-006; and

WHEREAS, on May 18, 2021, the City of Dixon adopted *Dixon General Plan 2040*, a comprehensive update to the City’s General Plan. The General Plan land use designation for the 268 acres in the NESP which are part of the project is Campus Mixed Use (CAMU). Most recently, in May 2024, the City also completed rezoning of lands in the NESP, through a comprehensive update to the Zoning Ordinance, to bring zoning of this site into conformance with the General Plan land use designation of Campus Mixed Use. This included rezoning of the 260-acre Project site to Campus Mixed Use– Northeast Quadrant Specific Plan Overlay (CAMX – NESP); and

WHEREAS, on May 23, 2023, the applicant, Dixon Venture, LLC (“Developer”), submitted a planning application (PA23-16) requesting a Development Agreement (DA23-01), along with applications for a Specific Plan amendment (SP23-01), Planned Development Rezoning (RX23-01) and Large Lot Vesting Tentative Subdivision Map (TM23-01), Small Lot Tentative Subdivision Map (TM24-01) and Design Review for The Campus project to allow the creation of a 48-acre Dixon Opportunity Center for up to 660,000 square feet of warehousing, office and related uses, 2 acres of commercial uses, up to 1,041 residential units, along with parks, paseos, and related infrastructure improvements (the “Project”) on an approximately 260 acre site zoned Campus Mixed Use– NESP Overlay, located west of Pedrick Road and north of Vaughn Road (Assessor’s Parcel Numbers 0111-040-010, -020, -030, -040, and 0111-080-050); and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application; and

WHEREAS. Senate Bill 18 (SB18) requires local governments to consult with California Native American Tribes about local land use planning decisions for the purpose of protecting traditional tribal cultural places and sacred sites. This project proposes an Amendment to the City of Dixon’s Northeast Quadrant Specific Plan (NEQSP) and Planned Development Rezoning, therefore is subject to the requirements of SB 18. Furthermore, Assembly Bill 52 (AB52) requires projects that prepare an EIR to consult with the local tribe. On May 20, 2023, the City initiated requests to all potentially affected tribes for SB18/AB52 tribal consultations, and, as a result, the City received a response from the Yoche Dehe Tribe (YD-09132022-02) and

conducted its consultation. Based on the consultation, the City received a letter dated August 3, 2023, citing their requests for mitigation measures to be included as part of the project EIR. These measures have been incorporated into the EIR; and

WHEREAS, Developer owns certain real property located in the City of Dixon, County of Solano, more particularly described as Assessor's Parcel Numbers 0111-040-010, -020, -030, -040, and 0111-080-050); and further described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto and incorporated herein (the "Property"). Developer represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement; and

WHEREAS, City and Dixon Venture seek to enter into a development agreement for the Project (the "Development Agreement") pursuant to the Development Agreement Statute and all applicable local and state laws; and

WHEREAS, development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by the City to the Project subject to the performance of Developer's obligations thereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7; and

WHEREAS, the Parties desire to enter into this Agreement relating to the Property in conformance with the applicable provisions of state and local law in order to achieve development of the Project in accordance with the Project Approvals, City ordinances and resolutions, the City Code, and the Zoning Code, which together assure the health, safety and general welfare of the City and its existing residents; and

WHEREAS, the City has prepared an Environmental Impact Report (*State Clearinghouse #2023080739*); for the Project pursuant to the requirements of the California Environmental Quality Act. The EIR determined that the Project's environmental impacts were found to be insignificant or could be reduced to levels of significance with adoption of a Project Mitigation and Monitoring Plan, while significant unavoidable environmental impacts were identified in the areas of Agricultural Resources, Air Quality, and Traffic, for which a Statement of Overriding Considerations has been prepared and considered through separate Resolution; and

WHEREAS, on March 5, 2025, the Dixon Planning Commission, following notification in the prescribed manner, conducted a public hearing at which the Planning Commission considered the Project, including a Planned Development, received public testimony and evidence, and received a staff report and presentation on the Project; and

WHEREAS, on March 5, 2025, the Dixon Planning Commission voted as follows to adopt the following Resolutions:

- Planning Commission Resolution No 2025-003 recommending to the City Council Certification of an Environmental Impact Report (EIR), making supporting Findings and adopting a Mitigation Monitoring and Reporting Program (*6-0 vote, Commissioner Diaz absent*); and

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- Planning Commission Resolution No 2025-004 recommending to the City Council adoption of a Statement of Overriding Considerations related to Significant and Unavoidable Impacts identified in the EIR; (5-1 vote, Commissioner Davis dissenting and Diaz absent); and
- Planning Commission Resolution No 2025-005 recommending to the City Council approval of amendments to the Northeast Quadrant Specific Plan (4-2 vote, Commissioners Davis and Hernandez-Covello dissenting and Diaz absent); and
- Planning Commission Resolution No 2025-006 recommending to the City Council adoption of an Ordinance approving a Development Agreement (4-2 vote, Commissioners Davis and Hernandez-Covello dissenting and Diaz absent); and
- Planning Commission Resolution No 2025-007 recommending to the City Council adoption of an Ordinance approving a Planned Development Rezoning (4-2 vote, Commissioners Davis and Hernandez-Covello dissenting and Diaz absent); and
- Planning Commission Resolution No 2025-008 recommending to the City Council approval of a Large Lot Vesting Tentative Map, Small Lot Tentative Map and Design Review (4-2 vote, Commissioners Davis and Hernandez-Covello dissenting and Diaz absent).

WHEREAS, on March 18, 2025, the Dixon City Council held a duly noticed public hearing, to consider the merits of the project, and hear testimony in favor of and in opposition to the project. The Community Development Department provided public notice identifying the applicant, describing the project and its location, and the date of the public hearing prior to the hearing. This notice was mailed to all property owners within 500 feet of the subject property and emailed to the project email list on Friday, March 7, 2025 and published in the Vacaville Register newspaper on March 8, 2025; and

WHEREAS, on March 18, 2025, the Dixon City Council conducted a public hearing at which the City Council considered the Project, including the proposed Development Agreement and we as other associated entitlements, received public testimony and evidence, and received a staff report and presentation on the Project; and

WHEREAS, on March 18, 2025, the Dixon City Council, by adoption of separate Resolutions: 1) Certified the Environmental Impact Report, making findings of fact and approving the Mitigation Monitoring and Reporting Program, and 2) adopted a Statement of Overriding Considerations, finding that the project benefits outweighed the remaining significant, unavoidable impacts, consistent with the California Environmental Quality Act; and

WHEREAS, on March 18, 2025, the Dixon City Council, waived first reading and introduced a separate Ordinance approving a Planned Development Rezoning to support this project; and

WHEREAS, on March 18, 2025, the Dixon City Council, by adoption of a separate Resolutions, approved: 1) amendments to the Northeast Quadrant specific Plan and 2) Large Lot Vesting Tentative Map, Small Lot Tentative Map and Design Review to support this project; and

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WHEREAS, the custodian of documents which constitute the record of proceedings upon which this decision is based is the Community Development Department; and

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

SECTION 1. The City Council, based on its independent review and analysis, oral and written testimony, and the record as a whole, finds after due study, deliberation, and public hearing, and based on its independent judgment, that the following circumstances exist:

1. The Development Agreement is consistent with the goals, policies, and standards of the City’s General Plan, the Northeast Quadrant Specific Plan, and all other applicable standards and ordinances of the City.
2. In accordance with state law, the City Council finds that the Development Agreement:
 - a. Is consistent with the objectives, policies, general land uses, and programs specified in the City’s General Plan;
 - b. 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 as a whole;
 - c. Will not adversely affect the orderly development of property or the preservation of property values;
 - d. Is consistent with the provisions of Government Code sections 65864 through 65869.5; and
 - e. Contains a legal description of the Property.

SECTION 2. The City Council approves the Development Agreement by and between the City and Developer, attached hereto as Exhibit A, and instructs the City Manager to execute the Development Agreement subject to final, technical revisions approved by the City Attorney. Upon execution of the Development Agreement, the City Clerk shall cause it to be recorded in the Official Records of Solano County within ten (10) days after this Ordinance is legally effective, (thirty (30) days after the second reading).

SECTION 3. The City shall review the Development Agreement and all amendments for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement.

SECTION 4. The City Council evaluated the potential environmental impacts of The Campus Project, including the Development Agreement, through an Environmental Impact Report and by separate resolution adopted the required California Environmental Quality Act (Public Resources Code section 21000 et seq.; California Code of Regulations, title 14, section 15000 et seq.) (“CEQA”) findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

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SECTION 5. Notice of the public hearing on the Ordinance was published in a newspaper of general circulation, printed and published in the City of Dixon; and notices of the public hearing on the Development Agreement were mailed to all interested parties and property owners within five hundred (500) feet of the property, according to the most recent assessor's roll.

SECTION 6. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 7. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, and publication of the Ordinance shall occur in a newspaper of general circulation at least fifteen (15) days prior to its effective date, or a summary of the Ordinance published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

This Ordinance was introduced and approved by Ordinance No. 25-001 at a regular meeting of the City Council of the City of Dixon held on the 18th day of March, 2025, and adopted at a regular meeting of the City Council of the City of Dixon held on the 1st day of April, 2025 by the following vote:

AYES: ERNEST, HENDERSHOT, JOHNSON, BOGUE, BIRD
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

APPROVED:



STEVE BIRD, MAYOR

ATTEST:



KRISTIN M. JANISCH
ELECTED CITY CLERK OF THE CITY OF DIXON

Exhibit A

Draft Development Agreement, with Exhibits

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EXHIBIT A
DRAFT DEVELOPMENT AGREEMENT WITH EXHIBITS

DRAFT DEVELOPMENT AGREEMENT WITH EXHIBITS
on following pages

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OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Dixon
600 East A Street
Dixon, CA 95620
Attn: City Clerk
Ph: (707) 678-7000 ext. 120

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

DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF DIXON
AND
DIXON VENTURE, LLC
RELATIVE TO THE CAMPUS PROJECT

Adopted by City Council Ordinance No. _____,
on _____, 2025

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**DEVELOPMENT AGREEMENT
RELATIVE TO THE CAMPUS**

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into by and between Dixon Venture, LLC, a California limited liability company ("Developer") and the City of Dixon, a California municipal corporation ("City"), as of _____, 2025 (the "Effective Date"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

A. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, *et seq.* (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the property which is the subject of the development project application.

B. **Property.** Developer owns certain real property located in the City of Dixon, County of Solano, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property"). Developer represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

C. **Project.** Developer has obtained various approvals from City (described in more detail in Recital F below), including approval of a Specific Plan Amendment, Planned Development Rezoning, Large and Small Tentative Subdivision Maps, and Design Review entitlements for a project known as The Campus ("The Campus" or the "Project") to be located on the Property. The approved land plan for the Project is attached hereto as **Exhibit B-5**. All conditions of approval of the Project are incorporated into this Agreement as though fully set forth herein.

D. **Project Approvals.** Numerous actions have been taken in connection with the Project, which include the following approvals by City, as may be modified or amended from time to time as provided for in this Agreement (collectively, the "Project Approvals"):

1. **Planning Commission.** On March 5, 2025, Planning Commission for the City of Dixon ("Planning Commission") adopted Planning Commission Resolution No. 2025-003, recommending that the City Council for the City of Dixon ("City Council") certify the Final Environmental Impact Report for the Project. The Planning Commission also recommended that the City Council approve the following for the Project: (1) Statement of Overriding Considerations (Resolution No 2025-004), (2) an amendment to the Northeast Quad Specific Plan (the "NEQSP"); (Resolution No. 2025-005), (3) Planned Development Rezoning (Resolution No 2025-007); and (4) large lot vesting tentative subdivision map; small lot tentative subdivision map; and design review for design guidelines (Resolution No 2025-008); and (5) this Agreement (Resolution No 2025-006).

2. **Certified Final Environmental Impact Report.** On _____ 2025, the City Council adopted Resolution No. _____, certifying as adequate and complete, the Final Environmental Impact Report ("EIR") (SCH #: 2023080739) for the Project. Mitigation

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measures have been established to reduce the levels of identified impacts to less than significant, with the exception of potential impacts related to Agricultural Resources, Air Quality, and Transportation, which would remain as significant and unavoidable. The City Council considered and granted a Statement of Overriding Considerations with respect to these potentially significant impacts. The mitigation measures have been incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

3. **Specific Plan Amendment.** On _____ 2025, the City Council adopted Ordinance No. _____, approving an amendment to the NEQSP.

4. **Planned Development Rezoning Amendment.** On _____ 2025, the City Council adopted Ordinance No. _____, a zoning amendment to the Property, allowing for the land uses set forth in **Exhibit B-2**.

5. **Large Lot Tentative Subdivision Map.** On _____ 2025, the City Council adopted Resolution No. _____, approving a large lot tentative subdivision map ("Large Lot Map") for the Project, including all conditions of approval associated with the Large Lot Map as set forth in **Exhibits B-3**.

6. **Small Lot Tentative Subdivision Map.** On _____ 2025, the City Council adopted Resolution No. _____, approving a small lot tentative subdivision map ("Small Lot Map") for the Project, including all conditions of approval associated with the Small Lot Map as set forth in **Exhibits B-4**.

7. **Design Review for Design Guidelines.** On _____ 2025, the City Council adopted Resolution No. _____, approving design guidelines for the Project, as set forth in **Exhibit B-1**.

8. **Development Agreement.** On _____ 2025, the City Council adopted Ordinance No. _____, approving this Agreement.

E. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by the City to the Project subject to the performance of Developer's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code Section 66473.7.

F. Intent of the Parties; Benefit to Public Health, Safety, and Welfare. The Parties desire to enter into this Agreement relating to the Property in conformance with the applicable provisions of state and local law in order to achieve development of the Project in accordance with the Project Approvals, City ordinances and resolutions, the City Code, and the Zoning Code, which together assure the health, safety, and general welfare of the City and its existing residents. In addition, the Parties want to provide clear public benefits not usually obtained through the land development approval process and to achieve the development permitted under this Agreement and the provision of public services, public uses, and infrastructure all in the promotion of the health, safety, and general welfare of the City. City has determined that as a result of the development of the Property in accordance with the Project Approvals, including this Agreement,

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clear public benefits will accrue to the City and its residents that may not otherwise be obtained to the same extent through applicable development approval processes.

G. Contribution to Costs of Facilities and Services. Developer agrees to contribute to the costs of such public facilities and services as may be required herein to mitigate impacts on the community resulting from the development of the Property, and City agrees to provide such public facilities and services, as required under its municipal responsibilities, as may be required herein to assure that Developer may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Developer recognize and agree that, but for Developer’s contributions to mitigate the impacts arising from the development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City’s covenant to provide certain facilities and services for development of the Property, Developer would not and could not commit to provide the mitigation as provided by this Agreement. City’s vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Developer’s agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

H. Development Agreement Ordinance. City and Developer have taken all actions mandated by, and fulfilled all requirements set forth in Chapter 18.30 of the Dixon Municipal Code establishing procedures for consideration of Development Agreements.

I. Consistency with General Plan and State Law. City has determined that development of the Project, pursuant to the terms and conditions of this Agreement, is consistent with the City of Dixon’s General Plan and Government Code Section 65867.5, and that the City has conducted all necessary proceedings 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 1
GENERAL PROVISIONS

Section 1.1. Effective Date of Development Agreement. The effective date of this Agreement ("Effective Date") is _____, 2025, which is the effective date of City Ordinance No. _____, adopting this Agreement.

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

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

<u>Designation</u>	<u>Description</u>
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Exhibit A	Legal Description of The Campus
Exhibit B-1	Design Guidelines
Exhibit B-2	Planned Development Rezoning Amendment
Exhibit B-3	Large Lot Tentative Subdivision Map
Exhibit B-4	Small Lot Tentative Subdivision Map
Exhibit B-5	Approved Land Plan for The Campus
Exhibit B-6	Phasing Plan
Exhibit C-1	Project Parks
Exhibit C-2	Parks Concept Plan
Exhibit D-1	Retention Basin
Exhibit D-2	Retention Basin Access Road / Trail
Exhibit E-1	Water Improvements
Exhibit E-2	Water Improvements Benefit Area
Exhibit F-1	Sewer Improvements
Exhibit F-2	Sewer Improvements Benefit Area
Exhibit G-1	Pedrick Road
Exhibit G-2	Pedrick Road Phase 1
Exhibit G-3	Pedrick Road Phase 2
Exhibit G-4	Professional Drive
Exhibit G-5	Professional Drive Phase 1
Exhibit G-6	Professional Drive Phase 2
Exhibit G-7	Commercial Drive (Vaughn Road Bypass)
Exhibit G-8	East Dorset Drive Campus Parkway Opportunity Parkway
Exhibit H	Development Impact Fees
Exhibit I	Assignment and Assumption Agreement

Section 1.4. Project is a Private Undertaking. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer, and that Developer is not an agent of City. City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

Section 1.5. Project Subject to Municipal Code and Policies. Various provisions of the City's Municipal Code and numerous development policies, regulations, standards, and specifications have been adopted by City that affect the development of the Project (collectively, "Municipal Code and Policies"). Development of the Project shall be subject to the Municipal Code and Policies that are in effect as of the Effective Date. The Municipal Code and Policies shall be applied and construed consistent with the purpose of this Agreement. Amendments to the Municipal Code and Policies after the Effective Date may only apply to the Project if they are: (a) not in conflict with the terms of this Agreement and they would not unduly increase the cost of, delay, or prevent, the development of the Project, or (b) expressly authorized by this Agreement or mutually agreed to by the Parties in signed writing.

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Section 1.6. Covenant Running with the Land. Developer represents that it has a legal or equitable interest in the Property, as identified by Assessor's Parcel Number ("APN") in **Exhibit A-1**. 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.

Section 1.7. 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) business days of the Effective Date. City shall deliver a recorded copy of the Agreement to each Developer following recordation of the Agreement.

Section 1.8. Priority of Enactment. In the event of conflict in interpreting between the various land use documents that govern development and use of the Property, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (1) City of Dixon General Plan 2040 (the "General Plan"); (2) this Agreement; (3) NEQSP; (4) Project Approvals (not including the foregoing); and the (5) Municipal Code and Policies.

Section 1.9. Agreement Costs. Developers shall reimburse City for all expenses incurred by City related to preparation or defense of this Agreement or any Project Approvals or Subsequent Approvals (as defined below), including recording fees, publishing fees, legal fees, and reasonable staff and consultant fees and costs not otherwise included in Developer's application fees or funding agreement related to the Project. Payments made pursuant to this Section shall be due and payable within thirty (30) calendar days of presentation to Developer a written statement of charges. At any time, Developer may request that City issue an accounting of costs and expenses paid. Failure of Developer to pay reimbursable costs and expenses within the time specified shall be considered a default of this Agreement, and City can elect to terminate this Agreement on that basis, provided City has provided Developer with thirty (30) calendar days' advance written notice of this default.

ARTICLE 2
TERM AND TERMINATION

Section 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and extend for a period of twenty (20) years ("Term"), unless otherwise terminated earlier, modified or extended by the mutual written consent of the Parties. Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect.

Section 2.2. Term for Project Maps. Pursuant to California Government Code section 66452.6(a), City will automatically extend the term of any parcel map or tentative subdivision map subject to this Agreement for the Term of this Agreement.

Section 2.3. Legal Challenge Tolling. In the event that this Agreement or any of the Project Approvals are the subject of legal challenge or any subsequent approvals or permits required to implement the Project Approvals are subjected to legal challenge by a third party, the terms, timing of obligations imposed, and the requirement that the City perform any obligations pursuant to this Agreement, other than Section 13.4 of this Agreement, shall be automatically tolled during the pendency of the litigation upon service of lawsuit on the City. The tolling shall terminate upon the earlier of the two following dates: (1) the date of entry of a final order or judgment upholding

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this Agreement, the Project Approvals, or the challenged approvals with no further appeals remaining, or (2) the date of entry of dismissal of the litigation pursuant to stipulation of the Parties. In the event a court enjoins either the City or Developer from taking actions with regard to the Project as a result of such litigation that would preclude either or any of them from enjoying the benefits of this Agreement, the term of this Agreement shall be automatically tolled during the period of time such injunction or restraining order is in effect.

Similarly, if Developer is unable to develop the Project due to the imposition by City, pursuant to Section 4.3 of this Agreement, or by any other public agency of a development moratoria for a health or safety reason unrelated to the performance of Developer's obligations hereunder, the term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Developer, be extended and tolled for the period of time that such moratoria prevents development of the Project.

Notwithstanding any extension or tolling of the Term of this Agreement as provided in this Section, City shall, at Developer's sole risk and cost, process any preliminary plans submitted by Developer, including, without limitation, any applications for tentative or final parcel map or tentative or final subdivision map, or improvement plans during such tolling period, provided, however, no such applications or plans shall be approved unless or until the tolling period has been terminated, without modification to the Project Approvals, and all fee obligations outlined in this Agreement and the Project Approvals have been satisfied.

Section 2.4. Automatic Termination Upon Completion and Sale of Single-Family or Condominium Residential Lots. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any single-family residential lot or condominium residential lot, within a parcel designated by the Project Approvals for residential use upon completion of construction and issuance by the City of a final occupancy permit for a dwelling unit upon such single-family residential lot, condominium residential lot, and conveyance of such improved single-family residential lot or condominium residential lot by Developer to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such single-family residential lot or condominium residential lot, as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

Section 2.5. Termination Upon Developer Request. This Agreement may also be terminated at the election of the then property owner, with respect to any legally subdivided parcel designated by the General Plan for residential or non-residential use (other than parcels designated for public use), when recording a final residential lot subdivision map for such parcel, or receiving a certificate of occupancy for final inspection, whichever is applicable, for a multi-family or non-residential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that all improvements which are required to serve the parcel, as determined by City, have been accepted by City. Termination as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination. City shall cause any written notice of termination approved pursuant to this Section to be recorded against the applicable parcel with the County Recorder.

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Section 2.6. Survival After 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.

**ARTICLE 3
SUBSEQUENT APPROVALS**

Section 3.1. Subsequent City Approvals. Development of the Project will require Developer to obtain additional approvals and permits from City, in addition to the Project Approvals (collectively, the "Subsequent Approvals"). Subsequent Approvals may include, without limitation, tentative subdivision maps, final maps, parcel maps, subdivision improvement plans and agreements, design review for architectural and site plan reviews, encroachment permits, building permits, landscaping plans, grading plans and permits, lot line adjustments, use permits, and occupancy certificates. Subsequent Approvals shall also include, where allowed by law or necessary for consistency with the Project Approvals, any conditions of approval adopted in conjunction with or made a part of any Subsequent City Approvals.

Section 3.2. Further Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion to approve or deny any Subsequent Approvals or impose any conditions on Subsequent Approvals, where allowed by law or necessary for consistency with the Project Approvals, to require additional information or studies from Developers, or to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by City shall be reasonable and not prevent development of the Property for the uses set forth herein or limit the rate or timing of development as contemplated in this Agreement, provided Developer is not in default.

Section 3.3. Cooperation Between City and Developer. City shall use its best efforts to process, within a reasonable time, any Subsequent Approvals requested by Developer during the Term of this Agreement. City agrees to cooperate with Developer, on a timely basis, to secure permits or licenses that may be required by any other public agency with permitting or licensing jurisdiction over the Project.

Section 3.4. City's Right to Withhold Subsequent Approvals. City reserves the right to withhold any Subsequent Approvals if any portion of the Project owned or controlled by a Party seeking such Subsequent Approvals fails to conform to the Project Approvals, or has not complied with its obligations under this Agreement, or if City reasonably determines that additional information is required in accordance with CEQA.

**ARTICLE 4
RIGHT TO DEVELOP AND APPROVED LAND USES**

Section 4.1. Right to Develop. Developer shall have the right to develop the Property and Project in accordance with the terms and conditions of the Project Approvals and Subsequent Approvals. Developer is assured, and City agrees, that the development rights, obligations, terms, and conditions specified in the Project Approvals and Subsequent Approvals are fully vested in Developer and may not be modified or terminated by City, except as set forth in this Agreement or with Developer's written consent (collectively, Developer's "Vested Rights").

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Except where provided otherwise in this Agreement, no ordinance, resolution, growth control measure, initiative, referendum, or other land use restriction adopted or enacted after the Effective Date, whether by action of City or otherwise, which reduces the development rights conferred by the Project Approvals or Subsequent City Approvals shall apply to development of the Property.

Section 4.2. Permitted Uses and Development Standards. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, the location, design and maintenance of on-site and off-site improvements, location of public utilities, and other terms and conditions of development applicable to the Property shall be those set forth in the Project Approvals and the Subsequent Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages shown in **Exhibit B**.

Section 4.3. Limitations on Developer's Vested Rights. City and Developer agree that the vested rights conferred by this Agreement are subordinate to the following:

Section 4.3.1. Initiatives and Referenda. Any City ordinance, rule, or regulation enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that reduces the development rights provided to Developer in this Agreement shall not apply to the Project. The Parties acknowledge, however, that City's approval of this Agreement is a legislative action subject to referendum, so long as such citizen-sponsored referendum or initiative is not in conflict with State Housing laws, including SB 330 (Government Code section 65905.5, et seq) the Housing Accountability Act (Government Code section 65589.5) and the Housing Crisis Act (Government Code section 66300, et seq). 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 Developers may develop the Project in accordance with State law, Project Approvals, all development rights as set forth herein.

Section 4.3.2. 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 impact 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.

Section 4.3.3. Changes in California Building Standards Codes. Development of the Project shall be subject to changes occurring from time to time to the California Building Code, as well as all associated California Codes (Electrical, Mechanical, Plumbing, Fire, etc.), as adopted by the City in Dixon Municipal Code, Title 16.

Section 4.3.4. Changes Mandated by Federal or State Law. The Project shall be subject to subsequently enacted federal or state laws or regulations that conflict with this Agreement or the Project Approvals, that mandate adoption of local regulations, or that preempt the Municipal Code and 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

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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.

Section 4.3.5. 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. If City determines that it is not reasonably possible to address such emergency without adversely affecting the Project, City shall address such emergency in a way that minimizes the adverse impacts to the Project while still addressing such health and safety emergency in a manner acceptable to City, as to be determined by City in its sole discretion.

Section 4.4. Timing of Development. The Parties acknowledge that Developer cannot, at this time, definitively predict when each phase 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. It is the desire of the Parties that Developer shall have the vested right to develop the Project in 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.

Section 4.5. Application of Housing Law Requirements. Based on the mixed-use nature of the Project, SB 330 (Gov. Code § 65905.5, et seq.), the Housing Accountability Act (Gov. Code § 65589.5) and the Housing Crisis Act (Gov. Code § 66300, et seq.) apply to the Project. However, Developer expressly waives its ability to rely on SB 330 (Gov. Code § 65905.5, et seq.), the Housing Accountability Act (Gov. Code § 65589.5) and the Housing Crisis Act (Gov. Code § 66300, et seq.) to either: (i) seek any City entitlements, approvals, or permits for the non-residential portions of the Project or (ii) to challenge any City condition or comment on any tentative subdivision maps, final maps, parcel maps, or design review for architectural and site plan reviews for the residential portions of the Project.

Section 4.6. Eminent Domain. City agrees to use its statutory powers of eminent domain to acquire all properties needed for rights-of-way to be located on properties other than the Property or for construction of the improvements which are necessary for the development of the Project. Any such use of eminent domain by City shall be at Developer's sole cost and expense, including the cost of any staff time or legal costs. City will use its statutory powers of eminent domain only after Developer has exhausted all other methods to secure such required property.

**ARTICLE 5
COMMUNITY FACILITIES DISTRICTS**

Section 5.1. Project Financing and Obligations. Developer may request and City will agree to allow Major Improvements (as defined below) to be financed through the establishment of a new community facilities district or by including the Properties in an existing community facilities district pursuant to the Mello-Roos Act (the "Infrastructure CFD"). In addition to the Infrastructure

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CFD, Developer will be required to annex into the City's existing services community facilities district ("Service CFD") and annex into the maintenance community facilities district the City is currently establishing ("Maintenance CFD").

Section 5.2. Infrastructure CFD. If requested by Developer, City shall either establish a new community facilities district for, or annex into an existing community facilities district, the low and medium density residential portions of the Property to allow Developer to finance, in whole or in part, the Major Improvements described in Article 6 of this Agreement. Developer may initiate the annexation or creation of Infrastructure CFD financing by filing a petition with City requesting annexation or formation of a new community facilities district for the Project. Upon receipt of this petition, City will take such actions as are necessary to fully comply with the Mello-Roos Act to cause the Project to be annexed into a new CFD to be established or annexed into an existing CFD. City shall conduct all necessary proceedings, adopt all resolutions, ordinances and orders, recording all maps, notices, and releases required to levy these special taxes, and provide for the issuance of community facility district bonds from the existing Infrastructure CFD for the Project. It is expressly acknowledged, understood, and agreed by the Parties that City reserves complete discretion with respect to legally required findings and determinations that must be made in connection with the annexation or formation of a community facilities district. Developer shall be responsible for any and all costs, staff time, and legal costs associated with the annexation or formation of the Infrastructure CFD.

Where a new community facilities district is actually formed, Developer agrees not to protest or object to formation of the new community facilities district, issuance of bonds, or levy of an appropriate special tax consistent herewith. The rate and method of apportionment for the special tax shall be drafted to allow a property owner to permanently satisfy the special tax (and remove the lien thereof) as to any taxable parcel by prepayment pursuant to Government Code Section 53344 of the Mello-Roos Act.

Any new community facilities district for this Project shall be formed prior to recordation of any final map on the Properties.

Section 5.3. Priority of Infrastructure CFD Bond Proceeds. If a new Infrastructure CFD is formed for the Project, the Parties agree to meet and confer to establish the priority of Major Improvements to be funded or reimbursed by Infrastructure CFD bonds ("CFD Priority"). Any agreement between the Parties regarding the CFD Priority shall be memorialized in an operating memorandum. The City Manager shall have the authority to execute any such operating memorandum. Any executed operating memorandum regarding the CFD Priority shall be considered a minor amendment to this Agreement. Notwithstanding, City reserves complete discretion over the improvement facilities, and the area within the Project to be included in any Infrastructure CFD. Furthermore, only the Parties and area of the Property subject to any Infrastructure CFD will be allowed to participate in and receive bond proceeds from the Infrastructure CFD.

Section 5.4. Termination of Infrastructure CFD Proceedings. Developer may withdraw its Infrastructure CFD petition at any time prior to annexation or formation of Property into an Infrastructure CFD. Upon any such termination, Developer shall remain responsible for any and all costs, staff time, or legal fees incurred by City prior to Developer's termination.

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Section 5.5. Service CFD. Prior to issuance of the first residential building permit issued for the Project, Developer shall have the option of annexing the residential portion of the Project into the City's Service CFD, or proposing such other financing mechanism that City may approve in its sole discretion to fully fund the Project's Service CFD obligations. The non-residential portion of the Project will not be annexed into the Service CFD or be subject to a financing mechanism for services. If Developer elects to annex into the City's Service CFD, Developer consents to and shall cooperate in the annexation and the imposition of Service CFD on the Property. Once annexed, Developer consents to the levy of such special taxes as are necessary to fully fund the Service CFD obligations and hereby acknowledges that any such special tax is necessary to provide services to the Project. Developer expressly agrees that any parcel or lot conveyed or dedicated or to be conveyed or dedicated to City shall be excluded from any assessment to be imposed by the Service CFD. The Service CFD will provide funding required for new or enhanced services provided by City to the Project which would not have been necessary but for the approval of the Project. The funds shall be utilized for, among other things, fire and police protection services.

Section 5.6. Maintenance CFD. City is in the process of establishing a Citywide financing district to offset the impacts of new development to City maintenance operations ("Fiscal Impact Adjustment"). The Fiscal Impact Adjustment measures the fiscal impact of new development by estimating the revenues that City will collect in the form of property taxes, sales taxes, and other similar revenue sources, and comparing these revenues to the expected cost of City maintenance operations. Prior to issuance of any building permit for the Project, Developer agrees to provide ongoing funding to City based on the Fiscal Impact Adjustment for the Project. Such mechanism for ongoing funding may include participation in a Citywide financing district established for the Fiscal Impact Adjustment, once formed ("Maintenance CFD"). City shall share with Developer any information that supports or describes the Fiscal Impact Adjustment applied to the Project, as may be reasonably requested by Developer. If Developer elects to annex into the City's Maintenance CFD, Developer consents to and shall cooperate in the annexation and the imposition of Maintenance CFD on the Property. Once annexed, Developer consents to the levy of such special taxes as are necessary to fully fund the Maintenance CFD obligations and hereby acknowledges that any such special tax is necessary to provide maintenance for the Project. Developer expressly agrees that any parcel or lot conveyed or dedicated or to be conveyed or dedicated to City shall be excluded from any assessment to be imposed by the Maintenance CFD. The Maintenance CFD will provide funding required for new or enhanced maintenance services provided by City to the Project which would not have been necessary but for the approval of the Project. The funds shall be utilized for, among other things, (a) maintenance of open space, paseos, trails, and parkland within the Project; (b) maintenance of entry features, masonry walls, landscape setback areas, and street lighting within or along the perimeter of the Project, and (c) maintenance for retention basin, stormwater conveyance and stormwater quality facilities within or along the perimeter of the Project.

Section 5.7. 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 improvements, or take any action for the Project that would adversely affect City's general fund or City's bonding capacity.

Section 5.8. SCIP or BOLD Financing. In the event that the City chooses to participate in either the Statewide Community Infrastructure Program ("SCIP") program or Bond Opportunities for Land Development ("BOLD") program or both during the period in which the Project is under

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development, Developer shall have the ability to apply to the City for participation in either or both financing programs.

**ARTICLE 6
IMPROVEMENTS AND INFRASTRUCTURE**

Section 6.1. Improvements Consistent with Project Approvals. Developer shall be responsible for constructing the infrastructure improvements and facilities required for the Project consistent with the Project Approvals. The improvements and infrastructure listed in this Article are defined and shall be considered "Major Improvements" for purposes of this Agreement. The Major Improvements are described in more detail in the Project Approvals. All plans establishing the design of the Major Improvements constructed by Developers shall be Subject to Subsequent Approvals and subject to review and approval by City.

Section 6.2. Phasing. The Phasing for the Project is depicted in **Exhibit B-6**, attached hereto. City agrees that Developer may proceed with development of the Property in accordance with their business judgment, subject to the terms and conditions of this Agreement and the Project Approvals.

Section 6.3. Parks. Developer shall dedicate 15.37 acres of land for three (3) parks and greenbelts on the Property. These parks and greenbelts shall be referenced as the North Park, South Park, Dog Park and Greenbelts as more specifically depicted in **Exhibit C-1** (each a "Project Park" and collectively, the "Project Parks"). Dedication of the land comprising the Project Parks exceeds and fully satisfy Developer's total park acreage obligation of 14.94 acres required by Government Code section 66477 ("Quimby Act"). In addition to this land dedication, Developer shall also improve each Project Park as generally depicted on the concept plans attached hereto as **Exhibit C-2**. Developer will be responsible for maintaining any Project Park accepted by City or providing City with sufficient funding to maintain the Project Park for the period following City acceptance and receipt of sufficient funds from the Maintenance CFD to cover the cost of ongoing maintenance for all accepted Project Parks. Developer shall improve and dedicate to City each Project Park as follows:

Section 6.3.1. North Park. North Park shall be improved and dedicated to City prior to issuance of the first certificate of occupancy for the Dixon Opportunity Center ("DOC") area of the Project north of Opportunity Parkway. Prior to the issuance of the 300th residential building permit for production homes in the Project, Developer shall construct a maintenance building, including a unisex restroom and two off-street parking spaces, within the North Park site and thereafter dedicate the same to City.

Section 6.3.2. South Park, Dog Park and Greenbelts. South Park, Dog Park and the Greenbelts shall be improved and dedicated to City prior to issuance of the 300th residential building permit for production homes in the Project.

Section 6.4. Stormwater. Developer shall construct a 23.3-acre retention basin to retain the entirety of its stormwater on the Project site at the location shown in **Exhibit D-1**, attached hereto ("Retention Basin"). The Retention Basin shall eliminate the Project's downstream stormwater flows. A pedestrian trail/maintenance road encompassing approximately 3.35 acres of the 23.3-acre basin area and protective fencing shall be constructed around the perimeter of the retention basin allowing for public access as well as access for City maintenance vehicles, as shown

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generally in **Exhibit D-2**, attached hereto ("Retention Basin Trail"). Developer shall dedicate the Retention Basin and Retention Basin Trail to City upon City's acceptance of such improvements prior to issuance of the 1st residential building permit for production homes in the Project. As a result of Developer's obligation to construct the Retention Basin and the Retention Basin Trail, Developer shall pay no drainage fees for the Project.

Section 6.4.1. City Conversion to Sub-Regional Detention Basin. City is considering a sub-regional stormwater drainage solution for the NEQSP area and properties outside the NEQSP. A component of that sub-regional stormwater drainage solution may include converting the Retention Basin to a detention basin ("Sub-Regional Detention Basin") requiring modifications to the Retention Basin to increase storage capacity and install a detention basin pump. In the event the Sub-Regional Detention Basin is converted to a retention basin, Developer will not be responsible for any costs or expenses associated with this conversion.

Section 6.5. Water. Developer shall construct a 1,500 gallon per minute ("GPM") municipal water well, located inside a building with office and unisex bathroom, and conveyance facilities to service the Project and other benefitted landowners within the NEQSP area as shown in **Exhibit E-1**, attached hereto. The well site shall be sized to accommodate the future construction by other benefitted landowners of a one (1) million-gallon (MG) storage tank and associated booster pumps and booster pump buildings. The municipal water well shall meet all drinking water standards and shall operate between 55 and 65 psi while meeting the minimum fire flow requirement of 1,000 gallons per minute (gpm) prior to the issuance of a certificate of occupancy for the first production home for the Project, with dedication to the City of the well and all related facilities within ninety (90) days after written approval of the facilities by the City Engineer. Construction of such facilities exceeds the size of facilities necessary to serve only the Project and provides a direct benefit to other landowners within the NEQSP area. The landowners benefiting from the water improvements constructed by Developer are shown in **Exhibit E-2**.

Section 6.6. Sewer. Developer shall construct sewer facilities that will be upsized to provide sewer service for the benefit of the Project and other landowners within the NEQSP area as shown in **Exhibit F-1**. All sewer facilities shall be improved and dedicated to City prior to issuance of the first residential building permit issued for the Project and thereafter dedicated to the City. The landowners benefiting from the sewer improvements constructed by Developer are shown in **Exhibit F-2**.

Section 6.7. Roads. Developer shall improve or construct the following roadway improvements:

Section 6.7.1. Pedrick Road. Developer shall improve and construct Pedrick Road in two phases along the Project's frontage. These roadway improvements on Pedrick Road shall consist of two new southbound travel lanes, a two-way left-turn lane / landscape median, and two northbound through lanes as shown in **Exhibit G-1**. Phase 1 shall be constructed from Commercial Drive to the north Project boundary as shown in **Exhibit G-2**. Phase 1 of Pedrick Road shall be completed prior to issuance of the first residential building permit for production homes in the Project. Phase 2 of Pedrick Road shall be constructed from Commercial Drive south to the Union Pacific Railroad as shown in **Exhibit G-3** and shall be completed prior to issuance of the 515th residential building permit for production homes in the Project.

Section 6.7.2. Professional Drive. Developer shall construct in two phases one-half of Professional Drive, ultimately a 4-lane arterial roadway from Vaughn Road around the western

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and northern edge of the Project to connect to Pedrick Road. Improvements shall consist of one northbound/eastbound travel lane, one southbound/westbound travel lane, and frontage improvements consisting of curb, gutter, sidewalk and frontage landscaping as shown in **Exhibit G-4**, attached hereto. Phase 1 of Professional Drive will be constructed as shown in **Exhibit G-5**, attached hereto, prior to issuance of the first residential building permit for production homes in the Project. Phase 2 of Professional Drive to Pedrick Road, as shown in **Exhibit G-6**, attached hereto, shall be constructed prior to issuance of the certificate of occupancy for the first building in the DOC, north of Opportunity Parkway.

Section 6.7.3. Commercial Way (Vaughn Road Bypass). Developer shall construct Commercial Drive as a two-lane section from Pedrick Road to Professional Drive as shown in **Exhibit G-7**. Improvements constructed by Developer shall consist of a two-lane section together with curb, gutter, a ten-foot multi-use path on the north side of the roadway, and frontage landscape improvements also as shown in **Exhibit G-7**. Commercial Drive shall be constructed prior to issuance of the 515th residential building permit for production homes in the Project.

Section 6.7.4. East Dorset Drive, Campus Parkway, and Opportunity Parkway. Developer shall construct East Dorset Drive as a two-lane section from Professional Drive to Campus Parkway, Campus Parkway as a two-lane section from Opportunity Parkway to future Congaree River Drive, and Opportunity Parkway as a two-lane section from Campus Parkway to Pedrick Road, all as shown in **Exhibit G-8**, attached hereto. Improvements constructed by Developer shall consist of a two-lane section together with curb, gutter, and frontage landscape improvements also as shown in **Exhibit G-8**. East Dorset Drive, Campus Parkway, and Opportunity Parkway shall be constructed prior to the issuance of the first residential building permit for production homes in the Project.

**ARTICLE 7
FEES, CREDITS AND REIMBURSEMENTS**

Section 7.1. City Impact Fees.

Section 7.1.1. Fee Amounts. City charges certain 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.*) ("AB 1600 Fees"). However, as provided in Government Code section 66000, a fee for the purposes of the Mitigation Fee Act does not include fees collected under development agreements adopted pursuant to the Development Agreement Statute, such as this Agreement. For the purposes of this Agreement, City and Developer have negotiated the following with regard to the fees for the Project:

Section 7.1.1.1. Development Agreement Fees. As detailed in **Exhibit H**, attached hereto, all applicable AB 1600 Fees which Developer shall pay for the residential component of the Project have been aggregated into a total amount and then divided into a per unit fee for single family and multi-family units, as follows: \$63,182.25 per unit to be collected from each residential unit constructed in low-density and medium-density plan areas and \$32,864.33 per unit to be collected from each residential unit constructed in high density plan areas. These aggregated fees are the "Development Agreement Fees". The Development Agreement Fees are not and shall not be considered AB 1600 Fees for any purpose.

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Section 7.1.1.2. Public Benefit Fees. In addition to the Development Agreement Fees in Section 7.1.1.1, Developer shall pay an additional \$2,000,214.00 which shall be divided into a per unit fee for each single family unit and multi family unit, as follows: \$2,079.00 per unit to be collected from each residential unit constructed in low-density and medium-density plan areas and \$1,350.00 per unit to be collected from residential units constructed in high-density plan areas. This additional fee provides public services, public uses, and infrastructure in the promotion of the health, safety, and general welfare of the City. These fees shall be referred to as the "Public Benefit Fees". The non-residential components of the Project shall not be subject to the Public Benefit Fees.

Section 7.1.1.3. The Development Agreement Fees and Public Benefit Fees are set forth in the tables below. City may elect to utilize the Development Agreement Fees and the Public Benefit Fees collected under this Agreement for any eligible public facility category listed in the tables below, and in any amount determined by City in its sole and absolute discretion. Except as provided otherwise by this Agreement, each dwelling unit shall only be subject to the following Development Agreement Fees and Public Benefit Fees for the applicable public facilities:

SINGLE-FAMILY*		
Eligible Facilities	Total Fee Per Unit	Conditions
Fire; Police; Administrative; Parks; Water; Wastewater; Transportation; Public Benefit	Development Agreement Fees \$63,185.25 Public Benefit Fees \$2,079.00	City in its sole discretion may use the fees collected to construct any of the eligible facilities described herein.

*"Single-family" shall refer to all units constructed within the low-density and medium-density plan areas, as indicated in the NEQSP.

MULTI-FAMILY*		
Eligible Facilities	Total Fee Per Unit	Conditions
Fire; Police; Administrative; Parks; Water; Wastewater; Transportation; Public Benefit	Development Agreement Fees \$32,864.33 Public Benefit Fees \$1,350.00	City in its sole discretion may use the fees collected to construct any of the eligible facilities described herein.

*"Multi-family" shall refer to all units constructed within the high-density plan areas, as indicated in the NEQSP.

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Eligible Facilities	Total Fee	Conditions
Fire; Police; Administrative; Parks; Water; Wastewater; Transportation	Developer shall pay applicable City Impact Fees at the time of Building Permit	City in its sole discretion may use the fees collected to construct any of the eligible facilities described herein.

COMMERCIAL		
Eligible Facilities	Total Fee	Conditions
Fire; Police; Administrative; Parks; Water; Wastewater; Transportation	Developer shall pay applicable City Impact Fees at the time of Building Permit	City in its sole discretion may use the fees collected to construct any of the eligible facilities described herein.

Section 7.1.2. Development Agreement Fees Annual Escalator; Timing for Payment of All Development Agreement Fees and Public Benefit Fees. Beginning after the Effective Date, all Development Agreement Fees for the Project shall be increased by three percent (3%) annually on January 1st of each calendar year. The Public Benefit Fees shall not be increased on an annual basis. Except as set forth herein, the Project shall not be subject to any new AB 1600 Fees adopted by City after the Effective Date, or to any increase to AB 1600 Fees adopted by City after the Effective Date. Payment of all Development Agreement Fees and Public Benefit Fees shall be due at the time of building permit. Based on a written request from Developer, the City Manager, in his or her sole discretion, may in writing defer payment of any Development Agreement Fees or Public Benefit Fees to a later time.

Section 7.1.3. Fee Credits. Except for the Major Improvements identified in Section 6.4 of this Agreement, if Developer constructs any public facility specifically identified in Article 6 of this Agreement or identified in any City capital improvement plan, NEQFP (defined below), or other such plan forming the basis of a particular Development Agreement Fees, including the oversizing of such facilities for the benefit of others, which City would have otherwise constructed, or would have required others to construct, without development of the Project, then Developer may receive fee credits pursuant to a written agreement between Developer and City. Fee credits may be accrued and applied from any eligible facility type listed in Section 7.1.1. The Development Agreement Fees and Public Benefit Fees for single family residential is \$65,264.25 per unit, regardless of AB 1600 Fee categories used to formulate the Development Agreement Fees. On that basis, the following example applies: If Developer has \$6,500,000.00 in fee credits resulting from constructing water improvements, Developer can apply this credit amount and use up to \$65,264.25 per unit against the Development Agreement Fees and Public Benefit Fees until that and all other Developer fee credits have been used. Notwithstanding the foregoing, Developer and City agree that the maximum fee credit Developer may apply to the first 80 single family residential building permits is \$25,000.00. Terms of the fee credits shall be subject to the written

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approval of the City. The amount of the fee credits shall be based on the actual cost of the public facility in the plan forming the basis of the Development Agreement Fees and the percentage of such public facility constructed by Developer.

Section 7.2. Application, Processing, and Inspection Fees. This Agreement does not limit City’s authority to charge Developer administrative, legal, processing, inspection, and plan check fees (including any post-Effective Date increases in such fees and charges) to process land use approvals, building permits, or other similar permits, where such fees are meant to reimburse City and its consultants for actual time and costs to provide the services contemplated. Developer has maintained an ongoing funding agreement with City for its pro rata share of entitlement costs relating to the Project (“Funding Agreement”). Prior to City’s consent to any assignment of Developer’s interest in any portion of the Project pursuant to Section 13.4 of this Agreement, the Assignee shall enter into a separate funding agreement for such portion of the Project for purposes of funding City’s ongoing costs associated with implementing development of the Project.

Section 7.3. Other City Fees. This Agreement does not restrict City from charging fees other than Development Agreement Fees and Public Benefit Fees that City is required to collect from new development projects in accordance with its Municipal Code and Policies. Such fees include, but are not limited to, charges related to water meter installation or street trees. At Developer’s request, City shall provide a summary in reasonable detail of any other charges other than Development Agreement Fees and Public Benefit Fees that will apply to the Project. All fees charged to the Project under this Section shall be the same fees in effect citywide for new development projects.

Section 7.4. Fees Charged by Other Public Agencies. This Agreement does not preclude City from collecting fees from Developers 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 impact fees charged by other agencies, including but not limited to, Solano County and the Dixon Unified School District. Developer shall pay such fees prior to issuance of building permit, unless the public agency requires otherwise.

Section 7.5. Reimbursement for Oversizing Improvements.

Section 7.5.1. Oversized Improvements. As a condition of developing the Property, City may require Developer to install improvements which benefit properties other than Developer’s Property, and that exceed Developer’s fair share toward the improvement or the acquisition of rights-of-way for the improvement (“Oversized Improvements”). Oversized Improvements include, without limitation, streets, sewer, water, telephone, cable, gas, and electricity. Oversized Improvements shall not include the Major Improvements identified in Section 6.4 of this Agreement.

Section 7.5.2. City Approval of Reimbursement Terms. Where Developer constructs oversized facilities for which it has maximized its fee credits for such oversized facilities as allowed under Section 7.1.3 of this Agreement, Developer shall obtain City’s approval of the terms of reimbursement prior to installing any Oversized Improvement. Where Developer requests reimbursement for Oversized Improvements, Developer shall provide to City written documentation describing the expenses to be reimbursed and the allocation of those expenses to the benefited parcels.

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Where City has already collected fees from benefitted parcels for Oversized Improvements constructed by Developer, City shall reimburse such fees collected to Developer within thirty (30) days of accepting such Oversized Improvements.

Section 7.5.3. Area of Benefit. City shall cooperate with Developer in the formation of, consistent with all applicable City and state laws, a local benefit district, area of benefit, or other funding mechanism for the purpose of reimbursing Developer those costs exceeding Developer's fair share for the Oversized Improvements. Developer agrees to reimburse City for any actual costs incurred by City in forming a local benefit district or establishing a reimbursement fee in the area of benefit.

Section 7.5.4. Reimbursement Conditions. City shall impose the reimbursement obligation as a condition on the benefitted property at the time such landowner requests its next discretionary entitlement from City, or at such time when City can impose such condition. Developer acknowledges that any reimbursement payments under this Section depend on development of the benefitted property, and that if the identified benefitted property is not developed, City shall have no obligation to provide or pass through such reimbursement from that property.

**ARTICLE 8
ADDITIONAL ACTIONS**

Section 8.1. Amend City's Roadway Capital Improvement Program. To facilitate the construction of Pedrick Road as required by this Agreement, City shall, concurrent with the approval of the Project, amend its Roadway Capital Improvement Plan ("Roadway CIP") to include the construction cost for the middle two lanes, center median and turning lanes, and easterly frontage lane of Pedrick Road from Interstate 80 to a point beyond the southern boundary of the Project. If for any reason City fails to amend its Roadway CIP as required hereunder, Developer shall still receive fee credits against the Development Impact Fees for the cost of constructing the improvements described in this Section 8.1.

Section 8.2. Update of the NEQSP Finance Plan. Upon final approval of the Project, the City shall within six (6) months prepare, review, and approve an amended NEQFP, taking into consideration the infrastructure to be constructed by Developer as part of its development of the Project, the benefit to such infrastructure to other undeveloped properties within the NEQSP, and updated costs of the infrastructure to be funded by the NEQFP. Nothing in this Agreement shall limit the applicability of the NEQFP to the Project.

Section 8.3. Cooperation on Renaming of Pedrick Road. City and Developer shall cooperate in pursuing the name change of Pedrick Road to University Parkway. Developer shall be responsible for all costs associated with the name change of Pedrick Road to University Parkway.

Section 8.4. Disclosure of Existing Uses. Developer shall disclose to any builder of single-family homes (low- and medium-density residential) or the multi-family portion (high density residential) of the Project: 1) the existence and operation of the Campbell Soup Supply Company's tomato processing facility ("Campbell's Facility") located opposite the Project on the east side of Pedrick Road, 2) that the Project is surrounded by existing industrial, commercial

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and agricultural uses, as well as vacant properties which are planned or designated for industrial or commercial development, and 3) the existence of an active railroad to the south and east of the Project, and the presence of Interstate 80 to the north of the Project.

Section 8.4.1. Disclosure Requirements. Any builder of single-family homes or multi-family units within the Project shall include a disclosure to prospective buyers and tenants of the single-family residential and multi-family residential components of the Project of the Campbell's Facility which shall include the following:

Section 8.4.1.1. Identify the presence, location and ongoing operations of the Campbell's Facility.

Section 8.4.1.2. Describe the typical range of operations conducted at the Campbell's Facility, including the seasonal variations of the operations and hours of operation.

Section 8.4.1.3. Disclose the potential for noise, odors, and truck traffic related to the Campbell's Facility and the related agricultural operations.

Section 8.4.2 Surrounding Uses. Any builder of single-family homes or multi-family units within the Project shall disclose to prospective buyers and tenants of the single-family residential and multi-family residential components of the Project of the existing and potential for future commercial, industrial and agricultural uses on adjacent and surrounding properties, which shall include the following:

Section 8.4.2.1. Identify the presence, location and ongoing industrial and commercial operations of developed industrial and commercial sites, and future potential for industrial or commercial uses on vacant sites surrounding the Project site.

Section 8.4.2.2. Disclose the potential for noise, odors and vehicular/truck traffic related to other industrial uses, commercial uses, and related agricultural operations.

Section 8.4.3. Existence of Railroad and Freeway. Any builder of single-family homes or multi-family units within the Project shall include a disclosure of the existence of the active railroad to the south and east of the Project site and the interstate freeway to the north of the Project site, which shall include:

Section 8.4.3.1. Identify the presence, location and ongoing active freight and passenger railroad and Interstate highway traffic.

Section 8.4.3.2. Disclose the potential for noise, odors and vibration related to railroad use and the Interstate freeway.

Section 8.4.4. Single-Family Residential Unit Requirements. For the single-family residential units, any homebuilder, PRIOR TO RECORDATION OF THE FINAL MAP, shall prepare and include the above-required disclosures in the Covenant's, Codes and Restriction (CC&R's) associated with its portion of the Project. The disclosure language shall be submitted to the City Attorney and Community Development Director for their review and approval. Once approved, the homebuilder shall record the CC&Rs on title of every lot associated with its

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portion of the Project. For the Term of this Agreement, and any extension thereof, the recorded CC&R's may not be modified or rescinded without first obtaining City Attorney and Community Development Director approval. If CC&R's are no longer proposed for any portion of single-family residential component of the Project, City and Applicant shall discuss and agree upon an equally effective method to provide disclosure to future owners of single-family residential property within the Project.

Section 8.4.5. Multi-Family Residential Unit Requirements. For the multi-family portion of the Project, PRIOR TO ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY for a multi-family component of the Project, the Applicant shall include the above-required disclosures in its standard lease agreement and submit such language to the City Attorney and Community Development Director for their review and approval. Following such approval all future lease agreements with tenants of the multi-family project shall include the City-approved disclosure language.

**ARTICLE 9
ECONOMIC DEVELOPMENT ASSURANCES**

Section 9.1. Zoning Restrictions. To ensure that the Project provides a mixed use environment, the City expects that Developer shall maintain the current industrial zoning designation for the DOC portion of the Project, complete the necessary infrastructure to serve the DOC portion of the Project during Phase 1, and diligently market the DOC site for industrial development. Further, Developer shall not request a change in the General Plan or Zoning of the DOC portion of the Project to allow for residential development of the DOC portion of the Project during the Term of this Agreement.

Section 9.2. DOC Subcommittee Requirements.

Section 9.2.1. DOC Subcommittee Meeting Before Residential Build-Out of Project. Developer shall meet with a subcommittee appointed by the City Council ("Subcommittee") once per calendar year, at a date set by the City Manager or Community Development Director beginning on the Effective Date of this Agreement, to discuss the DOC portion of the Project until build-out of the residential portion of the Project is complete. The purpose of these meetings shall include:

Section 9.2.1.1. Inform the City of Developer's marketing efforts associated with the Project.

Section 9.2.1.2. Allow the City to provide input on such marketing efforts.

Section 9.2.1.3. Provide the City updates on potential interest and potential users for the site.

Section 9.2.2. DOC Subcommittee Meeting Post-Residential Build-Out of Project. Upon the completing build-out of the low-density and medium-density residential portions of the Project, Developer shall increase its meetings with the Subcommittee to once every six (6) months, as set by the City Manager or Community Development Director. The purpose of these meetings shall include:

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Section 9.2.2.1. Inform the City of Developer's ongoing marketing efforts associated with the Project.

Section 9.2.2.2. Provide information and documentation, at the City's request, demonstrating that Developer is following industry standards in its marketing and sales efforts to ensure the listing is attractive, there are no significant barriers to potential users and that the listing price is within the market rate for sale or lease rates.

Section 9.2.2.3 Provide the City updates on potential interest and potential users for the site.

Section 9.3. Failure to Comply. Developer's failure to comply with the requirements set forth in Section 9.2 of this Agreement shall constitute a material breach of this Agreement. In the event of such a breach the City may:

Section 9.3.1. Serve written notice of non-compliance with a thirty (30) day period to cure the non-compliance, or other such cure period deemed appropriate in the sole discretion of the City.

Section 9.3.2. If non-compliance is not cured within thirty (30) days or otherwise specified cure period, the City may elect to withhold any Subsequent Approvals for the Project as provided in Section 3.4 of this Agreement.

Section 9.3.3. Continued non-compliance may result in the City seeking injunctive relief to compel compliance or termination of this Agreement.

Section 9.4. Dispute Resolution. In the event of a dispute between Developer and the City regarding marketing efforts or adherence to industry standards related to the marketing of the Project, the Parties shall first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiations within thirty (30) days, either Party may request mediation by a neutral third party, with the costs of mediation to be shared equally by the Parties. If mediation does not resolve the dispute, either Party may pursue any remedies available at law or in equity under the jurisdiction of the State of California.

ARTICLE 10
INSURANCE; INDEMNITY

Section 10.1. Insurance. Developer shall require all persons or entities doing work on the Project, including its contractors and subcontractors (collectively, "Developer" for purposes of this Article 10 only), to obtain and maintain insurance of the types and in the amounts described in this Article with carriers reasonably satisfactory to City. An associated umbrella insurance policy in combination with underlying liability coverage may be used to satisfy the minimum liability coverages specified herein.

Section 10.1.1. 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 City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

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Section 10.1.1.1. 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. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

Section 10.1.1.2. Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

Section 10.1.1.3. Contain standard separation of insured provisions.

Section 10.1.2. 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. Such insurance shall also:

Section 10.1.2.1. 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. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

Section 10.1.2.2. Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

Section 10.1.2.3. Contain standard separation of insured provisions.

Section 10.1.3. Workers’ Compensation Insurance. Developer shall take out and maintain during the Term of this Agreement, workers’ compensation insurance for all of 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 workers’ compensation insurance for such 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 workers’ 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. Workers’ compensation insurance with statutory limits and employer’s liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained.

Section 10.2. Other Insurance Requirements. Developer shall do all of the following:

Section 10.2.1. Prior to taking any actions under this Agreement, 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.

Section 10.2.2. Provide to City, upon request, and within seven (7) days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

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Section 10.2.3. Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior to the termination of this Agreement.

Section 10.2.4. 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.

Section 10.2.5. Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Section 10.3. Indemnity. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the Project, this Agreement, the Project Approvals, Conditions of Approval, or any Subsequent City Approvals.

Upon receiving notice of a claim, action, or proceeding, Developer shall assume the defense of the claim, action, or proceeding through the prompt payment of all reasonable attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. City and Developer shall cooperate in good faith in the control of the litigation and the making of litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter.

Section 10.4. 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 the Project or any 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 10.5. 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 Project Approvals and 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 rescind or withhold its approval of this Agreement, the 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 10.6. 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. Developer's remedies under this Agreement shall be limited to specific performance.

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ARTICLE 11
MORTGAGEE PROTECTION

Section 11.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

Section 11.2. Mortgagee Not Obligated. No Mortgagee shall have any obligation or duty under this Agreement to construct or complete the Improvements for the Project, or to guarantee such construction or completion. A Mortgagee who takes lawful possession of the Property shall, however, assume all development rights associated with this Agreement.

Section 11.3. Notice of Default to Mortgagee and Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure, or to commence to cure, the event of default set forth in City's notice.

ARTICLE 12
ANNUAL REVIEW; DEFAULT

Section 12.1. Annual Review. The City Manager or his or her appointee shall, at least every twelve (12) months during the Term of this Agreement, review the extent of substantial, good faith compliance of Developer and City with the terms of this Agreement, pursuant to Government Code section 65865.1. At the time of such annual review, Developers shall provide such information as may be reasonably requested by the City Manager to ascertain compliance with this Agreement. Developers shall provide such information within thirty (30) days of receiving City Manager's request for information. A finding by the City Manager of good faith compliance with this Agreement shall conclusively determine such good faith compliance only up to the date of such review. Where the City Manager, on the basis of substantial evidence, finds that Developer has not complied with the terms of this Agreement, Developer may appeal such determination to the City Council within ten (10) days of receiving the City Manager's determination. The failure of City to conduct the annual review shall not affect the validity of this Agreement.

Section 12.2. Estoppel Certificates. Upon Developer's request, City shall, with at least thirty (30) days' advance written notice, execute, acknowledge and deliver to Developer, Developer's lender, potential investors or assignees, an "Estoppel Certificate" in writing which certifies that this Agreement is in full force and effect and that there are no breaches or defaults under the Agreement. The City Manager shall be authorized to execute such Estoppel Certificate. At Developer's option, the City Manager's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect and that there are no uncured breaches or defaults in Developer's performance of the Agreement.

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Section 12.3. Default. Failure or unreasonable delay by either Party to perform any term or condition of this Agreement shall constitute a 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 12.4. Withholding of Permits. If any Party 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 or entitlement for any structure or improvement relating to the portion of the Project owned or controlled by such Party, including without limitation, a notice of completion, building permit, sign permit, grading permit, or occupancy certificate.

Section 12.5. Default by City. In the event City does not accept, review, approve, or issue development applications, permits, or entitlements in good faith or in a timely fashion, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project or any phase thereof, nor shall resulting failures or delays in Developer's performance constitute grounds for termination of this Agreement.

Section 12.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, terrorism, strikes, walkouts, riots, floods, earthquakes, fires, casualties, pandemics, epidemics, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, economic collapse, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon by the Parties.

ARTICLE 13
ADMINISTRATION OF AGREEMENT

Section 13.1. Administration of Agreement. The City Manager or his or her designee is responsible for the interpretation and administration of the provisions of this Agreement. Should a disagreement arise between the Parties with respect to the interpretation or administration of any provision of this Agreement, such decision may be appealed to the City Council within fifteen (15) days of the City Manager's decision.

Section 13.2. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties affected by such amendment and any amendment must be in writing, as provided below:

Section 13.2.1. Major Amendment. The City Council shall approve any major amendment to the Agreement. An amendment shall be deemed a "major amendment" if it (i)

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modifies the Project's permitted uses and densities, or (ii) constitutes a material change to City's financial obligations (with City Manager having the sole discretion to determine what constitutes a "material change"). Any major amendment shall comply with the procedures of the Development Agreement Statute.

Section 13.2.2. Minor Amendment. The Parties acknowledge that development of the Project and the details of performance by the Parties require administrative flexibility. The City Manager 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 attached to this Agreement as an addendum and become a part of this Agreement. Unless otherwise required by law, a minor amendment shall not require any notice or hearing.

Section 13.3. Streamlined Implementation. The Parties desire to simplify and streamline the process for implementing the Project. Accordingly, the following modifications may be considered non-substantial and approved without the need for any amendment to this Agreement, as provided below:

Section 13.3.1. 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 Planning Director.

Section 13.3.2. 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 City Engineer.

Section 13.3.3. Appeals of Non-Substantial Modifications. Developers may appeal any decision made by the Planning Director or City Engineer pursuant to this Section to the Planning Commission by filing a written appeal with the City Clerk within ten (10) days' receipt of the Planning Director's or City Engineer's decision.

Section 13.4. Assignment and Assumption. Subject to the requirements of Section 7.2 of this Agreement, and City's consent, which consent shall not be unreasonably withheld, Developer shall have the right to sell, assign, or transfer all or any part of its rights, title, and interests together with its obligations in all or a portion of the Property, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement, provided however that Developer shall provide advance notice to the City Manager. This assignment provision includes third parties as well as corporate and business entities of Developer. Developer shall prepare an Assignment and Assumption Agreement, in the form attached hereto as **Exhibit I**, attached hereto. The Assignee shall expressly acknowledge that they are subject to the Project Finance Plan.

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Section 13.5. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. 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 hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Dixon
600 East A Street
Dixon, California 95620
Attention: City Manager

and White Brenner LLP
1608 T Street
Sacramento, California 95811
Attention: Douglas L. White, Esq.

If to Developer: Dixon Venture, LLC

ARTICLE 14
GENERAL TERMS AND CONDITIONS

Section 14.1. General Terms and Conditions.

Section 14.1.1. Venue; Governing Law. Venue for all legal proceedings shall be in the Superior Court for the County of Solano. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

Section 14.1.2. 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.

Section 14.1.3. 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

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herein, neither Party shall be liable for any representations made, express or implied, which are not specifically set forth herein.

Section 14.1.4. 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 with respect to the Project.

Section 14.1.5. 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.

Section 14.1.6. 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.

Section 14.1.7. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

Section 14.1.8. 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.

Section 14.1.9. Counterparts. This Agreement may be executed simultaneously or in two (2) or more counterparts, each of which shall be deemed an original, but which together shall constitute one (1) and the same instrument.

Section 14.1.10. 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.

Section 14.1.11. Time is of the Essence. Time is of the essence in this Agreement in each covenant and term and condition herein.

Section 14.1.12. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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Section 14.1.13. 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. Consequently, 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.

Section 14.1.14. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 14.1.15. Calculation of Time Periods. All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

[Signatures on Following Pages]

ORDINANCE NO.: 25 - 001
DATE: APR 01 2025

DEVELOPMENT AGREEMENT
City of Dixon & Dixon Venture, LLC
The Campus Project
Page 31

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

CITY

DEVELOPER

CITY OF DIXON, CA
a California Municipal Corporation

Dixon Venture LLC, a California limited liability company

By: _____
Jim Lindley
City Manager

By: _____
Name: _____

Attest:

Its: _____

By: _____
City Clerk

Approved to as Form:

By: _____
Douglas L. White
City Attorney

ORDINANCE NO.: 25-001

DATE: ~~APR 01 2025~~

DEVELOPMENT AGREEMENT
City of Dixon & Dixon Venture, LLC
The Campus Project
Page 32

California All-Purpose Acknowledgment

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

State of California)
)
County of _____)

On _____, before me _____, a
Notary Public, personally appeared _____

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

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

Witness my hand and official seal.

(Signature)

(Seal)

25 - 001

ORDINANCE NO.: _____
DATE: APR 01 2025

California All-Purpose Acknowledgment

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

State of California)
)
County of _____)

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Notary Public, personally appeared _____

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

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

Witness my hand and official seal.

(Signature)

(Seal)

25 - 001
ORDINANCE NO.: _____
DATE: **APR 01 2025**

Schedule of Exhibits

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description of The Campus
Exhibit B-1	Design Guidelines
Exhibit B-2	Planned Development Rezoning Amendment
Exhibit B-3	Large Lot Tentative Subdivision Map
Exhibit B-4	Small Lot Tentative Subdivision Map
Exhibit B-5	Approved Land Plan for The Campus
Exhibit B-6	Phasing Plan
Exhibit C-1	Project Parks
Exhibit C-2	Parks Concept Plans
Exhibit D-1	Retention Basin
Exhibit D-2	Retention Basin Access Road / Trail
Exhibit E-1	Water Improvements
Exhibit E-2	Water Improvements Benefit Area
Exhibit F-1	Sewer Improvements
Exhibit F-2	Sewer Improvements Benefit Area
Exhibit G-1	Pedrick Road
Exhibit G-2	Pedrick Road Phase 1
Exhibit G-3	Pedrick Road Phase 2
Exhibit G-4	Professional Drive
Exhibit G-5	Professional Drive Phase 1
Exhibit G-6	Professional Drive Phase 2
Exhibit G-7	Commercial Drive (Vaughn Road Bypass)
Exhibit G-8	East Dorset Drive Campus Parkway Opportunity Parkway
Exhibit H	Development Impact Fees
Exhibit I	Assignment and Assumption Agreement

THE LAND REFERRED TO HEREIN BELOW IS SITUATED DIXON, IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

35 ORDINANCE NO.: 25-001

DATE: APR 01 2025

EXHIBIT A
Legal Description of The Campus

PARCEL ONE:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST; THENCE RUNNING SOUTH 0° 01' WEST, 1654.6 FEET TO A POINT; THENCE NORTH 88° 31 ' EAST, 412.2 FEET TO A POINT; THENCE SOUTH 0° 30 T WEST 79.8 FEET TO A POINT; THENCE SOUTH 63 0 46' EAST, 54.0 FEET TO A POINT; THENCE SOUTH 89 0 29' EAST, 557.9 FEET TO A POINT; THENCE NORTH 1750.2 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE ALONG THE NORTH LINE OF SAID QUARTER SECTION, NORTH 89° 50' WEST, 1017.4 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONVEYED BY LOUIS WARNKEN TO THE STATE OF CALIFORNIA, BY DEED DATED MARCH 18, 1940 AND RECORDED APRIL 24, 1940 IN BOOK 213 OF OFFICIAL RECORDS, AT PAGE 97, AS INSTRUMENT NO. 2746.

ALSO EXCEPTING THE REFROM THE PARCEL OF LAND CONVEYED IN THE DEED FROM ANTON E. ERACA, ET UX, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 9, 1960, RECORDED FEBRUARY 15, 1961 IN BOOK 1066 OF OFFICIAL RECORDS, AT PAGE 105, AS INSTRUMENT NO. 3244.

APN: 0111-040-010

PARCEL TWO:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, M.D.B.&M., NORTH 89 0 50' WEST, 831.8 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 1; THENCE NORTH 89° 50' WEST, 786.00 FEET; THENCE SOUTH, 1750.2 FEET; THENCE SOUTH 89° 20 1 EAST, 788.9 FEET AND THENCE NORTH 0° 05' WEST, 1755.4 FEET TO THE PLACE OF BEGINNING.

APN: 0111-040-020

PARCEL THREE:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, M.D.B.&M., RUNNING THENCE SOUTH 89° 55 T WEST, 2635.5 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION, NORTH 0° 01' EAST, 989.9 FEET; THENCE NORTH 88° 31' EAST, 412.2 FEET; THENCE SOUTH 0° 30'

WEST, 79-8 FEET; THENCE SOUTH 63 0 46' EAST, 54 FEET; THENCE SOUTH 89° 29' EAST, 2176.4 FEET TO THE EAST LINE OF SAID QUARTER SECTION; THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION, SOUTH 871.0 FEET TO THE PLACE OF BEGINNING.

APN: 0111-040-040

EXHIBIT A
Legal Description of The Campus

PARCEL FOUR:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 7 NORTH,

RANGE 1 EAST, M.D.B.&M., RUNNING THENCE FROM SAID POINT OF COMMENCEMENT, SOUTH 89 0 50' EAST, ALONG THE NORTHERLY LINE OF SAID 1/4 SECTION, 2604 FEET TO THE WESTERLY LINE OF COUNTY ROAD NO. 104; THENCE SOUTH 00 0 21' WEST, ALONG SAID WESTERLY LINE, 1886.5 FEET TO THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY OF THE SOUTHERN PACIFIC COMPANY; THENCE

SOUTH 34° 57' WEST, ALONG SAID NORTHWESTERLY LINE, 137.5 FEET; THENCE NORTH 89 ° 41' WEST, 1155.7 FEET; THENCE

NORTH 00 0 02' EAST, 571.1 FEET; THENCE SOUTH 89 ° 39' WEST, 1363 FEET TO THE WESTERLY LINE OF SAID 1/4 SECTION; THENCE NORTH 00 ° 16' EAST, ALONG SAID WESTERLY LINE, 1437 FEET TO THE POINT OF COMMENCEMENT. EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED FROM IDA S. VAUGHN TO THE COUNTY OF SOLANO, DATED MARCH 5, 1964 AND RECORDED AUGUST 25, 1964 IN BOOK 1289 OF OFFICIAL RECORDS, PAGE 379, AS INSTRUMENT NO. 23263.

APN: 0111-080-050

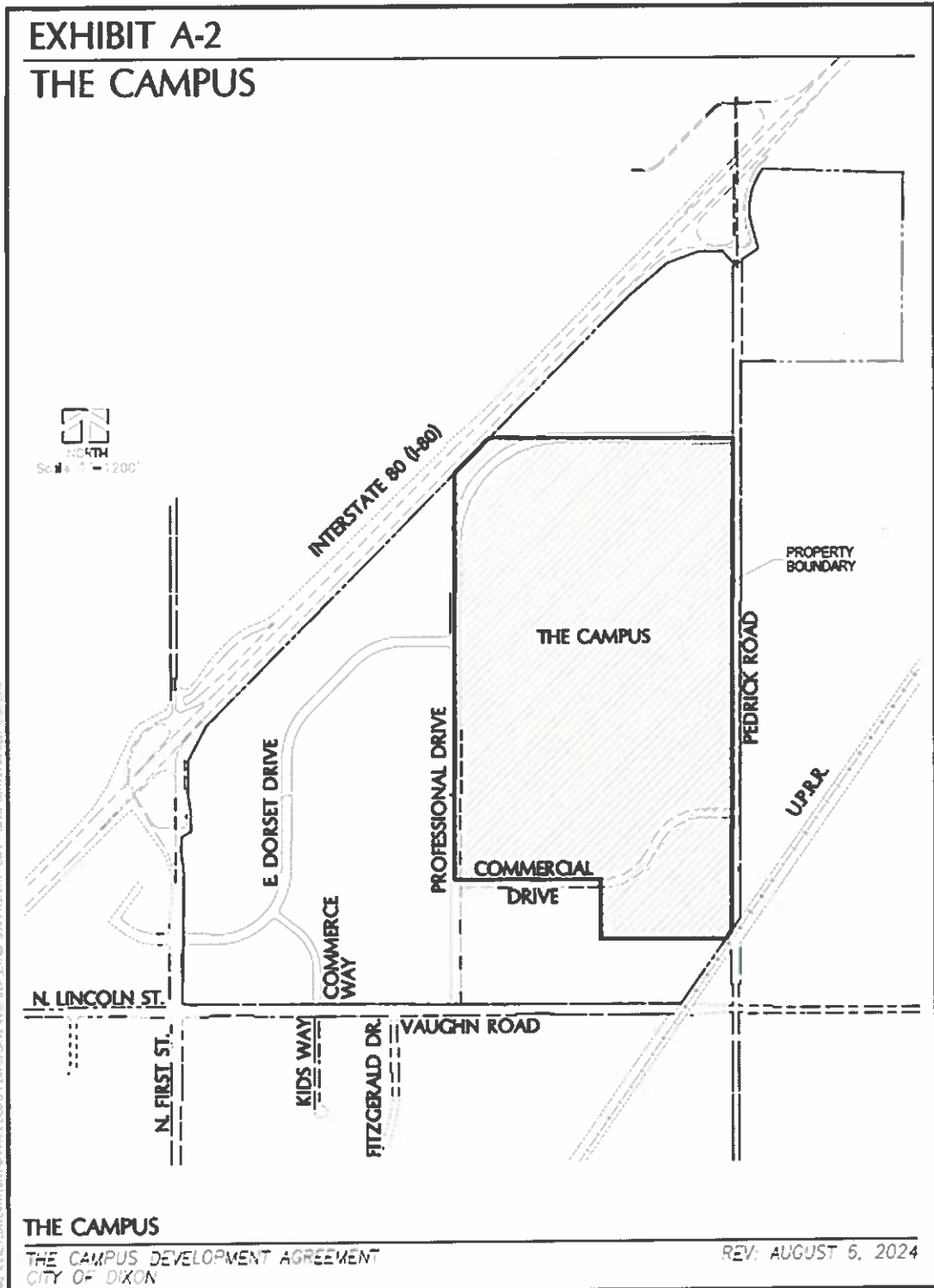
PARCEL FIVE

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, RUNNING THENCE NORTH 89° 50' WEST 831.8 FEET TO A POINT; THENCE SOUTH 0° 05' EAST 1755.4 FEET TO A POINT; THENCE SOUTH 89 0 29' EAST 829.6 FEET TO THE EAST LINE OF SAID QUARTER SECTION AND THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 1761 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM: THE PORTION THEREOF WITHIN COUNTY ROAD NO. 104 WHICH RUNS ALONG AND OVER THE EAST BOUNDARY THEREOF.

APN: 0111-040-030

ORDINANCE NO.: 25 - 001
DATE: APR 01 2025

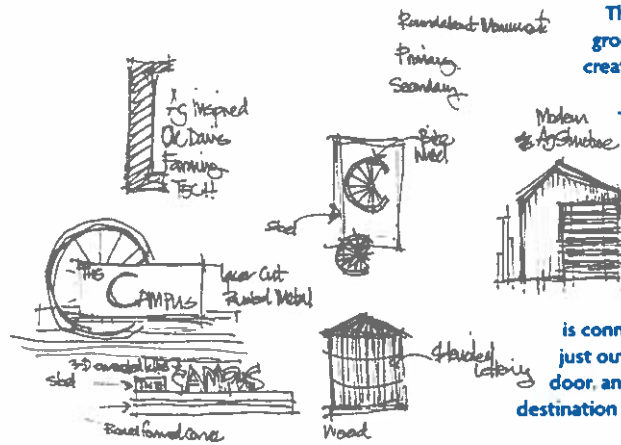
EXHIBIT A
Legal Description of The Campus



ORDINANCE NO.: 25-001

DATE: APR 01 2025

EXHIBIT B-1 Design Guidelines



The Campus is new, yet grounded in context. It's creative, it's collaborative, and it's a community. The Campus is central to everything: close to shopping, jobs, and new opportunities. It's next door to UC Davis, and next to I-80. The Campus is connected by green space just outside everyone's front door, and connected to every destination just over the horizon.

The Campus Design Guidelines Residential Neighborhoods and Streetscapes Dixon, California February 20, 2025

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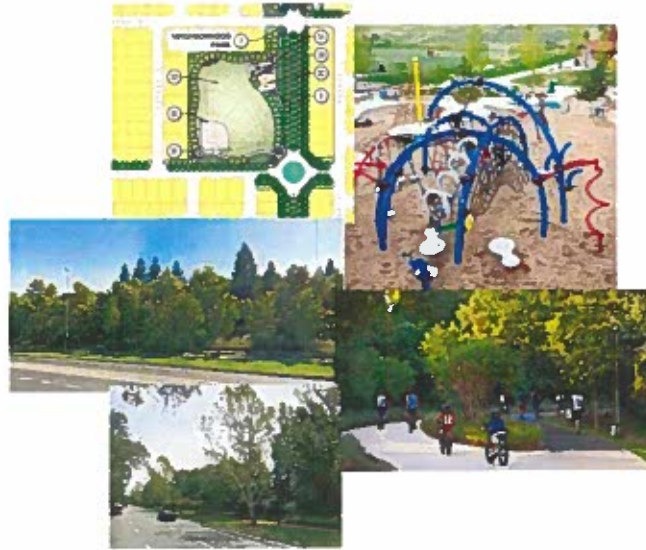
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Appendix

1	Disclaimer
A.	Approved Plant Palette for The Campus

EXHIBIT B-1 Design Guidelines

Section A - The Campus Overview



THE CAMPUS

Dixon, California

Design Guidelines
Section A - Overview
February 20, 2025

A.1 Purpose and Applicability

These Design Guidelines specifically apply to the single-family residential portions and the overall community design of The Campus project. They are intended to serve as a guide to design professionals, property owners, builders, and staff to help advance the desired development of The Campus as envisioned. The guidelines are designed to provide for a cohesive community, while ensuring the appropriate level of architecture, and village-based walkability.

These Design Guidelines are intended to be used in conjunction with and in addition to the existing City of Dixon General Plan, Northstar Quadrant Specific Plan, and Zoning Code. In the event of a conflict between these documents, the more restrictive document shall apply. This document has been created only as a means for identifying special design considerations specific to The Campus. For all general design considerations, refer to the City of Dixon General Plan, the Northstar Quadrant Specific Plan, and the city's Zoning Code.

These design guidelines shall apply to all current and future phases of development within The Campus.

These Design Guidelines are intended to support design objectives of the above mentioned general plan and specific plan.

The planning concept for The Campus is implemented in two ways:

- (1) create a walkable pedestrian-oriented environment;
- (2) create community spaces in the form of parks and open space corridors, which allow residents of The Campus to come together to see and enjoy their shared community.

These guidelines address the design criteria inherent to The Campus and cover the most critical features necessary to guide the overall development of the Campus as a community.

These guidelines are written to ensure variation in architecture design and exterior ornamentation and creativity. Unless otherwise specified herein, they are not intended to be a literal set of rules. The basic concepts (to and in) these guidelines are flexible in their structure, but are intended to demonstrate the developer's vision and design expectations against which all builder plans and architecture will be evaluated and approved by the Design Review Committee (DRC) prior to submission to the City of Dixon for review.

Note: Refer to the Disclaimer in Appendix 1 regarding the accuracy and/or modifications to the sections, site plans, illustrations, etc., within this document.

The Design Guidelines are organized with four (4) sections:

- Section A - The Campus Overview section provides the vision, intent for The Campus, and design objectives for the plan. This section also includes The Campus Overview Plan which illustrates the form and land uses of this project.
- Section B - The Architectural / Residential Land Uses section discusses the single-family housing in The Campus.
- Section C - Landscapes discusses the Community Identity, Thematic, and Landscape design concept.
- Section D - Submittal and Approval Procedure discusses the proposed process for approval of development consistent with these guidelines.

THE CAMPUS

Dixon, California

A.1

Design Guidelines
Section A - Overview
February 20, 2025



Proposition A 'displayed'



Proposition B 'hand-painted'

EXHIBIT B-1 Design Guidelines

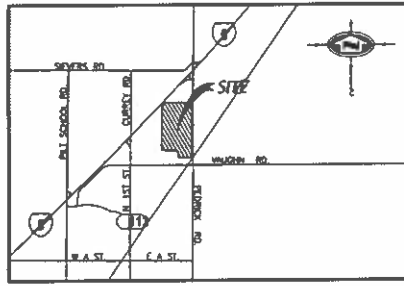
A.1.1 The Community of The Campus

The Campus is new, yet grounded in context. It's creative, it's bold, positive, and it's a community. The Campus is central to everything, close to shopping, jobs, and new opportunities. It's next door to UC Davis, and next to it, too. The Campus is connected by green space that unites everyone's front doors, and reconnected to every destination just over the horizon. In addition to ensuring the developer's proximity to I-88 and UC Davis campus, it conveys a place of community and refuge. The Campus is welcoming – with broad allies of trees, generous landscaped entries, and open space. The Campus is relaxing – including walkable tree-lined streets, recreation, and places to stop and catch up with neighbors. The Campus is safe – designed to create a shared sense of community ownership, and with sidewalks separated from traffic by porous strips. With a structure of laws on site, The Campus is a vibrant and lively hub in Dixon.

A.1.2 Supporting Documents

These Design Guidelines are intended to support and be in addition to the California Building Code, City of Dixon Building Code & Zoning Code, Project Conditions of Approval, Development Agreement, Planned Development, 97% Wetland Mitigation, Landscape Code, and all Health & Safety Codes. Applicable Standards, Codes, and Guidelines also include the City of Dixon - General Plan 2040 (Adopted May 2021), City of Dixon - Northeast Quadrant Specific Plan (Adopted April 1995, revised January 2020), and model Water Efficient Landscape Ordinance. The design patterns contained herein do not supersede any existing applicable codes or ordinances. The Builder is ultimately responsible for satisfying all applicable zoning and building code requirements, local ordinances and the specific Village Land Use Ordinance.

A.1.3 Vicinity Map



THE CAMPUS

Dixon, California

A.1.1

Section A – Overview
February 20, 2025

A.1.4 Local Map Northeast Quadrant Specific Plan



A.2 Illustrative Master Plan for The Campus



THE CAMPUS

Dixon, California

A.2

Design Guidelines
Section B – Overview
February 20, 2025

ORDINANCE NO.: 25-001

DATE: APR 01 2025

EXHIBIT B-1 Design Guidelines

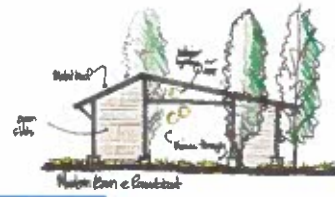
A.3 Community Design Patterns Concepts and Objectives

The Campus has its own unique combination of characteristics while remaining a part of the overall community fabric. The community is influenced by the surrounding area and is planned to blend seamlessly with the city of Dixon.

By respecting natural, spatial, and environmental qualities, as great traditional neighborhoods have in the past, The Campus residents can enjoy the feeling of a community deeply rooted in its past with all the conveniences of a new community.

Three Community Design Concept Patterns for The Campus include the specific design concepts of sensitive community planning, which will set the tone for each neighborhood by addressing the following:

- Establishment of building setbacks within each neighborhood, thereby eliminating over building of individual lots
- Visual screening, entry, and preparation of the homes within a neighborhood and community relationship, to create a visually appealing street scene
- Rear yard and building articulation that sensitively considers abutting parametric conditions
- Maximization of view orientation on the lower sill planes, and man-made structures
- Landscape features of
 - Trees, patios, pergolas, etc.
 - View Walls
 - Entry walls, signage, and murals



THE CAMPUS

Dixon, California

A.3

Design Guidelines

Section A - Overview
February 20, 2025

Section B - Architecture



THE CAMPUS

Dixon, California

B

Design Guidelines

Section B - Architectural
February 20, 2025

ORDINANCE NO.: 25-001
DATE: APR 01 2025

EXHIBIT B-1 Design Guidelines

B.2 Architecture Theme

The architectural theme for The Campus is described as a collection of styles that can be found throughout the historic village aspects of California. Based on the existing character and building development history of the region, a variety of architectural styles are appropriate for The Campus and will be considered at the time of architectural design review.

The goal of all themes proposed for The Campus is that of a preservation quality community. Central California style that reflects the casual elegance of land-grant architecture.

Additionally, the historical styles can be adapted to a contemporary version of what can be considered a Transition's translation of the historical reference. Translating should simply or reinterpret the historical style's detailing and finishes while maintaining the overall historical theme with regards to massing, form, and proportions.

The design characteristics of The Campus theme permit the opportunity to create eclecticism and individual home design through:

- Simple and effective plan configurations
- Ease of construction
- Best utilization of the building envelope
- Opportunity to apply historically reminiscent detailing
- Quality materials and exterior finishes
- Strong forms accented with rich colors and materials appropriate to the specific architectural style
- Detailing and texture of the selected style applied appropriately with respect to the house size, lot size and massing, note not all styles may be appropriate with narrow lot projects
- Finishes using materials including, stucco, brick, stone, shingles, board, and batten, flat tile roofs, white columns and trim, wrought iron and minimal use of bare or "off" roof top
- Detailing that is simple and casual rather than overly ornate
- Use of covered porches as dominant features, however varied per each style

Consideration of listed architectural styles within each village of The Campus is encouraged within the framework of the Design Review policies defined by these Design Guidelines.

THE CAMPUS

Dixon, California

B 1

Design Guidelines

Section B – Architectural
February 20, 2025

B.2.1 Theme Application

The application of the design theme characteristics is a critical component and challenge for the success of The Campus. The following architectural styles are intended to characterize a possible palette of architectural imagery and features, to inspire the builder and their design professionals. The Builders and their design professionals will be called upon to define the appropriate architectural style and balance of styles within each Village to support the vision of The Campus. Builders and their design professionals are encouraged to create unique home designs that utilize a mix of design features associated with the architectural styles chosen using the common design elements available in our industry.

The following aesthetic and supporting technical information will provide the base for application of the architectural theme in The Campus.



Modern Farmhouse



Craftsman



Prairie

THE CAMPUS

Dixon, California

B 1

Design Guidelines

Section B – Architectural
February 20, 2025

B.1 Principals and Goals

The Campus provides a balance of land use including entry level and street-up housing. The plan and site single family residential and public open space, as well as multi-family residential, neighborhood center, commercial, and the Dixon Opportunity Center. As classified in Section A, these Design Guidelines specifically address the single family residential use and the community landscape plan, which is more specifically defined in Section C. These guidelines are intended to support the creation of distinctive identity for The Campus. The architectural principles and goals for the community are intended to facilitate the creation of homes reflecting the character and personality of architectural styles and other styles defining The Campus, utilizing cost-effective construction techniques and the application of historically reminiscent details and finishes appropriate within The Campus. The Campus residents, no matter the organized layout of the structure, will provide a diversity of housing types. The design of buildings will be well connected to form a balanced community that promotes walking, socializing, meeting and playing within The Campus.

The objective of this section is the key factor for the selection of the architectural style and ultimate pattern concept. Consideration as to which style or architectural theme is best suited to achieve these goals is based on simplicity of massing, proportions and scale with casual features to enhance the detailing and finish that set a higher degree of style, quality, and durability.

The primary goal is to create homes with a balance of form, massing, and scale. The following Builder criteria establish the essential characteristics that will promote and support these goals:

- Varied building siting at the street level and form use to hide rear construction
- Rear building articulation/embellishments that be sensitively considered to create variety of massing on a simple application and the use of varied construction materials, details and proportions when viewed from a distance
- Balanced massing, either symmetrical or asymmetrical
- Varied roof forms, either gabled, hipped or shed
- Entry statements that are proportional with the overall structure
- Long horizontal masses in order and counter balanced by strong vertical elements
- The emphasis of the ageless, the street frontage and relevancy in the location, zoning, utility and detailing
- Use of eaves and overhangs providing shadow and texture to the home
- Use of various exterior finish materials and combinations
- Implementation of quality architectural detailing
- Integration of covered porches
- Detailing indicative of the appropriate historical styles
- Windows and door placement proportionately within the primary elevation when they are applied

THE CAMPUS

Dixon, California

B 1

Design Guidelines

Section B – Architectural
February 20, 2025

Most importantly, the patterns will address issues relative to the rear and distant edge conditions. How The Campus as a whole and individual Villages create relief along these edges through the use of the required building setbacks, maximum building envelope and maximum coverage ratios for each Village.

The following sections characterize and illustrate building materials and forms that are expressions of the intended architectural theme. It is the intent of these guidelines to create a consistent architectural theme for The Campus, defined as a visual expression of the intended character and appropriate design solutions.

The Campus is a master planned community, intended to be developed by a single or by multiple merchants to address over several years. As such, product lines that will be designed to provide a unification of theme, style, mass, and price, in order to provide a variety of housing choices. Therefore, the following sections are intended to provide general guidelines for architecture while allowing for some variability among the building community. Proper application of design details within the stated objectives of these guidelines will facilitate the approval of The Campus in the Design Review Committee Forum (see Section D for additional information).



Porches are a dominant feature of streetscape



Covered porches



Steep roof lines

THE CAMPUS

Dixon, California

B 1

Design Guidelines

Section B – Architectural
February 20, 2025

ORDINANCE NO.: 25-001

DATE: APR 01 2025

EXHIBIT B-1 Design Guidelines

B.3 Architectural Technical Requirements

The Architectural Technical Requirements include specific detail information in a technical format beyond those items previously described in these Design Guidelines. Additional requirements of the local governmental Agencies are in addition to these requirements. It is the builder's and their design professionals' responsibility to research local agency requirements as necessary.

B.4 Residential Development Standards

The specific Residential Development Standards for application within the Village of The Campus are fully described within Section 7.0 "The Campus" of the City of Dixon - Northern Quad Area Specific Plan (adopted April 1, 2015, revised January 2025).

B.5 Architectural Guidelines

1. Authentic Architecture

- Building massing, forms, masses, colors, details, and roof design shall reflect the building's architectural style.
- Develop floor plans and massing solutions that are consistent with the architectural style.

2. Elevation Style Requirements

- A maximum of three (3) elevation styles shall be provided per floor plan.
- No identical plans and elevations are permitted side by side except for reverse building footprints of identical plans, provided that each has a different elevation and marked "reverse plans".

3. Building Siting and Orientation

- Front entries, windows, porches and front areas shall be placed close to the street so that active, attractive details visibly dominate the street scene.
- Variable building and garage setbacks are encouraged along the street to create visual diversity and interest in street scenes.

4. Landscaping

The front and street side yard landscaping for each lot shall be installed prior to final inspection of the structure to the satisfaction of the Community Development Director. Said landscaping shall include a minimum one (1) gallon tree, 5 gallon shrubs and include half or acceptable ground cover to the satisfaction of the Community Development Director.

5. Retaining Walls in Front and Street Side Yards

Individual retaining structures located in the front yard or street side yard shall not exceed thirty (30) inches in height. The aggregate height of multiple retaining structures in the front yard and street side yard shall not exceed five (5) feet and there shall be a minimum twenty foot (20') setback between retaining structures to the satisfaction of the Community Development Director.

THE CAMPUS

Dixon, California

B.3

Design Guidelines

Section B - Architectural
February 20, 2025

B.6 Architectural Harmony, Variety & Quality

While the overall goal is one of architectural harmony, variety is an important objective, and is strongly encouraged. Quality is the primary objective in the goal of architectural harmony. By quality, we mean the quality of materials, the quality of design, and the quality of construction.

The function of the architectural portion of this supplement is to provide detailed guidance to the builder regarding what level of design, variety and quality is required of the architecture for these villages. However, it is not the intent of these guidelines to require designs that do not respond to and respect the market segment and appropriate and reasonable construction costs and implementation.

B.7 Articulated Architecture

Articulated architecture is one of the key ingredients for creating unique and varied homes. Relationship to the street scene, views, and the overall community. Building form and plan configurations should be developed to create variation of the front yard setbacks.

Building elevations and front setbacks are encouraged to front, rear and side (where applicable) elevations/ yards as follows:

- Distinctive massing of a building. Building blocks of a home are arranged in a way that portrays a thoughtful design, not a box. There is a "movement" or elements that articulate nature.
- Footprints to be designed beyond the basic rectangle or "L-shaped" garage forward house design.
- Interesting roof lines. A series of hips, gables, projections (e.g. dormers), and roof form changes that create variation in planes in accordance with recognized architectural style.
- The use of different roof pitches and materials for different design styles.
- Varied roof form direction.
- Window shapes and placement that break up large blank walls.
- Variety in screen finishes, colors and details.
- Encouragement of porches, patios, and outdoor living areas.
- Building efforts on plan & in vertical form.
- Consideration of one- & two-story building profiles.
- Special attention to corner lots, protruding yard & building breaks, offsets, one-story massing, etc.
- When a given street scene, no two elevations of the same style or plan type, side-by-side are permitted.

B.8 Model Variations

In order to prevent the appearance of unrelated villages and promote the sense of a whole community, each village should practice as much variety in design as possible within each residential village as well as between villages. A maximum of three (3) elevation styles shall be provided per model. For villages up to 75 homes, three (3) models shall be provided. For villages in excess of 75 homes, four (4) models shall be provided.

B.9 Massing, Scale and Proportion

The massing of the home should be organized as a whole, and should not appear as a mixture of unrelated forms. Massing of the forms should also be established by characteristics of the architectural style.

Buildings shall be designed and planned in a manner to provide variety in massing, scale, and proportion within a block. The following techniques are appropriate means to achieve proper massing, scale, and proportion:

- Different architectural styles that have variation in level, pitch and form.
- Roof design change of direction (front to back or side to side).
- Mixture of one- and two-story components within a two-story house.
- Varied setbacks for different components of the home such as garage, second floors, etc. at the front porch.
- An assemblage of form dimensional components.
- Homes at one with the land, giving the sense of permanence.
- Movement of three (3) facade element breaks at the building front elevation.
- Minimize corner home impact by selecting homes with reduced building heights at corners.
- Carrieweed elevations.
- Variation in building height, bulk, shape, and footprint.
- Special attention to corner homes, providing yard & building breaks, offsets, etc.
- Varied locations of second floor massing on front.
- Mixture of one- and two-story homes within a neighborhood (single-family detached only).
- Single-story elements incorporated into two-story buildings.
- Staggered off-set wall planes at front.
- Mixture of non-repetitive use of the above patterns.
- Variation in building massing.

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B.10 Edge Patterns

Edge Patterns respond to the edge conditions of each village contributing to the qualitative nature of the public space within The Campus community.

General Edge Conditions include any edges viewable from:

- Collector roads
- Internal streets
- Transition roads & trails
- Fences
- Open space

Proper architectural patterning is required where fences are viewed from these conditions.

Of central importance is articulation/echelonment as it applies to the near and distant view edge relationships. Enhancements to all reflected building elevations shall include:

Near Edge Conditions - adjacent houses and streets in all neighborhoods require strict attention to near and side elevations, reflecting the front architecture of the street.

- Eaves, finishes and color
- Additional detail
- Avoid repetition of patterns

Distant Edge Conditions - seasonal streets, across open space home to home, etc.:

- Mixture of one- and two-story homes or missing within the neighborhood
- Roof articulation
- Eave articulation / offsets
- Varied setbacks
- Avoid repetition of patterns

B.11 Roof Form & Configuration

Roof form and their configurations significantly impact each home, village, and The Campus community overall. Roof decisions must be carefully considered to provide varied heights, pitch, profiles and textures. The following techniques should be considered:

- Primary roof forms of gables, hips, and sheds with multiple combinations
- Shed roofs may be applied to main roof forms at porches, patios, entrances, bay windows, etc.
- Roof pitches ranging from 5:12 to 12:12 as applicable based on the architectural style
- A variety of eave details and overhang dimensions are applicable based on the architectural style
- Use of various roof materials and color appropriate to the architectural style
- Mixture of roof heights and pitch within the same home or architectural style desired
- Varied fascia, rake, and eave detailing
- Combinations of one- and two-story roof planes
- Mixture of main span roof elevations within a neighborhood
- Permitted roof materials as appropriate to the architectural style
- Flat roofs are not permitted under any circumstance

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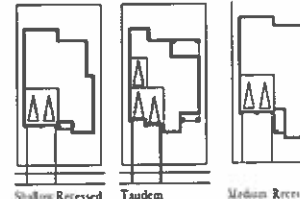
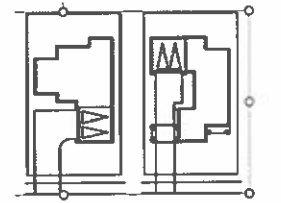
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B.12 Garages

Recognition of the garage is of primary importance when developing homes for The Campus. Articulation of the garage facade is important for all floor plans.

Several techniques can be used to reduce the garage's visual impact. These include:

- Side load
- Deep recessed
- Medium recessed
- Shallow recessed
- Tandem
- Detached (or dependent)
- Semi-detached (or dependent)
- Split garages with master suite configuration (or dependent) Garages must be fully enclosed and may be integrated into the main structure, or connected to the house through the use of a breezeway, patio, garden room or other similar elements
- Integrated garages should be visually removed to reduce the impact onto the street scene
- Carports for the purpose of protective parking are prohibited, however, motor courts and porches-coaches are permitted
- Split and/or separate garage doors are encouraged
- Real three car tandem and split design garages
- Garage door design must reflect the selected architectural style (garage style door designs are encouraged)
- No more than two doors may exist on the same plane
- The garage doors must be offset by a minimum of three feet (3' 0")
- Each garage may have a separate bay or entrance window bay facade
- Corner eaves provide the ability to orient the garage for side entry
- All garage doors shall have a minimum 6 inch (6") depth to create a shadow line



Typical Garage Conditions

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B.13 Accessory Buildings

- Accessory buildings or out-buildings are permitted within The Campus homesites, with the provision that all structures meet the required setback standards. Requirements for accessory buildings are:
- Structures must maintain a consistent profile
 - Uses include detached garages, guest houses, pool houses, reefs, outdoor fireplace or permanent BBQ, storage sheds, gas loss, etc.
 - Stand alone or be connected to the main dwelling by a breezeway or a wall or porch
 - Structurally and visually compatible with the main dwelling
 - ADU (Additional Dwelling Units) are allowed within The Campus consistent with rules and setback established by State Law

B.14 Windows & Doors

- Window proportions and window / door detailing patterns should be compatible in scale with the home and the architectural character.
- Arched, circular or square accent windows may be used sparingly subject to historical precedence and DRG approval
 - Windows are encouraged to have divided lights, removable divided lights are permitted
 - Windows may be grouped together provided a minimal trim or wall element separates them
 - Tension windows are permitted based on the appropriate architectural style and shall missing they are applied to
 - Recessed doors and windows are encouraged with the appropriate supporting architectural style
 - Wide wood and windows are permitted, however, aluminum, vinyl or steel hung windows are permitted
 - Glass block is permitted provided it is not used in a dominant elevation location
 - Mirrored glass is not permitted
 - Double window shutters are encouraged, operable with authentic hands are encouraged
 - Entry doors are encouraged to be constructed of solid wood panels, wood planks, steel and/or combinations of the above. Other materials may be used such as steel, fiberplank, etc.
 - Appropriately sized glass, french or pocket doors are permitted as long as they blend with the architectural style
 - Temporary sliding glass, french or pocket doors are permitted
 - Privacy screens including entry doors and surrounds, porches and associated entry walls must be generated by a human scale

B.15 Building Exterior Treatment & Materials

- Building materials are an important element in maintaining the character of the individual villages in The Campus. Building material and colors shall match the overall village design theme palette and be consistent with the building's architectural style. The imaginative use of building materials can be combined to create unique designs, while providing individual identity to each home.
- Combinations of various finish materials as described within each architectural style
 - Use of material change (vertical and/or horizontal) to break-up building form and create movement along the facade
 - Homes with their back or side to streets and near windows should have trim material contrast along the visible side of the home
 - Exposed concrete footings are not permitted to exceed eight (8) inches at soil conditions, two (2) inches at over-concrete
 - Finish material transitions are to terminate at inside corners, a minimum wrap back at the ground plane for three (3) outside corners is required to terminate at the side and prevent footings wall or a minimum of seven (7) to four (4) inches whichever is greater
 - Wrap around porches and porches consistent with entry elements
 - Wide variety of column details and materials are encouraged
 - Entry elements with varied heights and proportions
 - Windows and doors that are detailed, sized, and proportioned appropriately within the context of the architectural style
 - All rear and side elevation detailing, finishes, etc. are to be enhanced when visible from streets, open space, and off-site views
 - In lieu of wood details, trim, exposed rafter tails, etc., composite wood / cementitious materials, stone-wrapped foam, stone face materials, etc. may be used

B.16 Color

- Color is an important theme conveying element that is reflective of a particular architectural style. Combinations of subdued and rich colors that are earthy in nature are encouraged to be used in predominant colors throughout the communities. The use of bright, vibrant exterior colors must be evaluated on a case by case basis by the DRG.
- A wide range of trim and accent colors are permitted on houses to add variety and character to the community. They are to be consistent with the historic context of the architectural details
 - Color transitions are to terminate at inside corners or main visible areas. Color changes at outside corners are not permitted
 - Color and material information is required to be submitted to the Design Review Committee (DRC) for initial approval, including building wrap around elevations indicating their application

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B.17 Building / Site Equipment & Elements

A. Vents

- All vent stacks and pipes must be colored to match the adjacent roof or wall material
- Vent stacks should be grouped on the roof when located with structure
- Vents should not extend above the ridge line

B. Antennas & Satellite Dishes

- Homeowners may not install, or cause to be installed, any television, radio, or citizen band (CB) antenna, large satellite dish or other large electronic receiving or broadcasting device on the exterior of any home or structure. Exceptions may be made on a case by case basis by the DRG.
- Small ground or structure-mounted satellite dishes (12" in diameter or less) must be appropriately screened from view, subject to the review and approval of the DRG.
- Any such installations must be in compliance with all applicable ordinances

C. Solar

- Panel and frames must be levise anchored, rated and/or to match the roof color
- Panel aluminum frames are prohibited
- Solar equipment (panels, conduct, electrical panels, etc.) is to be screened from the view of adjacent homesites and public streets
- Conduits shall be painted to match adjacent wall color

D. Flashing and Sheet Metal

- All flashing and sheet metal must be colored to match adjacent material

E. Gas and Electric Meters

- Meters are to be located in enclosed cabinets, within recesses or behind screen walls as part of the archway, and must conform with utility company standards
- Utility meters must be located in side yards of the home and hidden from street view
- Landscape screens are acceptable
- Gas meters shall not be located behind back fences, walls, or gates

F. Homesite Address Numbers

- Locations will be determined by the Owner and governmental agency

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C.1 Landscape Design Concept

The landscapes within The Campus recall the area's history as farmland, reflecting agrarian forms and paying on meaning to make a strong contribution to the visual character of the neighborhood. Typical of agrarian planning, the concepts of function and form predominate. Landscapes are intentional, purposeful, and carefully designed, as opposed to scattered and random. Throughout the community, landscape plantings are arranged in a broad hierarchy of scale, from driveway, accent plantings, road plantings and background shrubs, transitioning from the horizontal pedestrian realm to vertical architectural forms.

At all primary roadways, planted roadway strips unify the community, separate pedestrian space from vehicle space, and interrupt the monotony of paving. At the ground plane within parking strips, a consistent appearance that can take regular foot traffic is created by the uniform use of turf. Creating creative wayfinding, a simple species is planted along each street in the distance to be planted at a regular spacing in the pathway and forming a consistent shade canopy. At longer blocks generally exceeding 1,000', such as along Campus Parkway, the tree species may vary by block, or, longer blocks may be broken into a series of "rooms" allowing for diversity within the tree canopy while still providing a regular, intentional appearance. Subordinate trees, primarily evergreen and planted behind street trees where space allows, add history and form a visual backdrop. Accent trees, planted near intersections, entries, entrances/exits, and other features, add interest and denote those areas as landmarks.

Landscape is an important element in both the street and alley. At the alley, planting will occur on both sides of each driveway, while still accommodating side yard access. Storage for garbage cans will be provided within a fenced side yard area at each home.

Varied residential products within The Campus each have a unique identity, form, and character.

To the extent practical, public landscape will be incorporated in community and open space areas designed for active or passive use (not for circulation), such as parks. That may include seating, trees, plants with edible fruit, or other park, and any common areas designed as community gardens.

These guidelines are intended to define the visual and physical framework of public and private landscape within The Campus. Prior to construction, landscape plans (Construction Document) prepared by a California Registered Landscape Architect (RLA), are required to demonstrate compliance with the City's State-Enacted Landscape Ordinance (SLELO), these design guidelines, the City's Municipal Code, and applicable State Codes.

C.2 Community Identity & Theming

Architectural monuments will announce and identify The Campus as a unique community. Monuments will recall agrarian and urban-inspired forms wherever in the architectural design and reference other design elements, such as roof tops and aesthetic materials. Monuments will be constructed of durable materials, and respect signage and other requirements. Lettering and graphics signage on community monuments may be directly illuminated with halo-style backlighting, externally lighted, or indirectly illuminated. Concepts for monumentation below are intended to illustrate potential design scenarios, and overall scale and form, and are not necessarily a final design.

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A. Primary Monument: Community Identity

Including the base, but not including planter walls, the maximum overall dimension for primary monumentation is approximately 7' high by 15' wide.



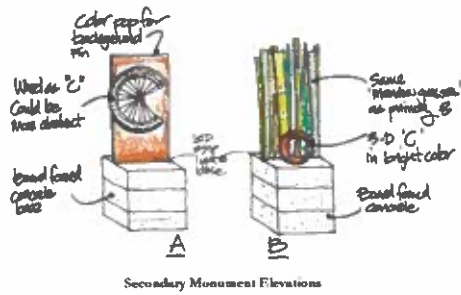
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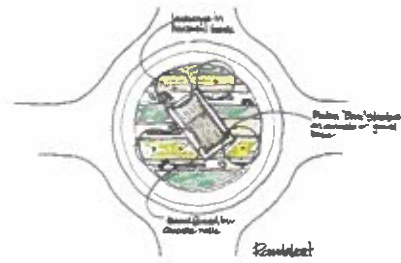
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B. Secondary Monument: Community Entry

Secondary monuments are located at additional project entries and intersections. The style of monumentation may also be adapted for use as a park name sign, or other similar uses. The base, but not including low planter walls, shall be a minimum of 30" in any dimension.



Secondary Monument Elevations



Tertiary Monument Plan



Tertiary Monument Elevation

C. Tertiary Monument

Roundabout signs at distinct opportunities to reinforce the agricultural theme and may include unique built elements including water towers, barns, and similar structures.

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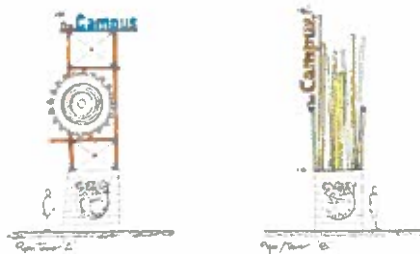
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D. Tower Monument

The Dixon Opportunity Center "D.O.C." offers an ideal location for locating a prominent placemarking monument; however, the exact location of such a monument shall be determined during final design. The monument type shall be a minimum of 30' tall and the base shall be a minimum of 30" in any dimension.



Tower Monument Elevation

C.3 Monumentation Plan for The Campus



E. Signage & Wayfinding

City-standard Street signage will be specified for all roadway signs. Along primary access and circulation routes, directional signage denoting plans of streets, such as the D.O.C. or parks, may be constructed to match the forms and materials of, and otherwise maintain consistency with, monument signage above.

F. Temporary Homebuilder Signage

All temporary signage (model homes, etc.) shall be consistent in materials and design, and shall be congruent with the overall consistency. These standards will be established and enforced by the master developer.

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C.4 Lighting

Decorative streetlights will be used at all interior dedicated roads. Alley and shared driveway lighting at clustered lots will be provided via wall-mounted carriage lights on each residence. Residence two-story fixtures illuminating alleys and shared driveways shall be maintained by the FCCA to ensure consistent lighting levels are maintained. All minor parcels (including community neighborhood, and townhome parcels), regularly spaced angled ballasts will provide additional lighting. Larger walkways and roads will be illuminated by decorative pole-top lighting. Primary (circumferential) measurements will be generally lighted (and may also be lighted internally). Secondary, tertiary, and other measurements may be internally or externally lighted and may include illuminated alley names and/or address numbers to aid in wayfinding.

Light poles will be round straight or tapered, and pole top fixtures shall be black. Fixtures will be a simple dome style with angled shade, installed on a concrete with a diameter that is 10" 14" above finish grade (measured to the bottom of the light fixture). Pole top lighting may vary between 14' 15' above finish grade, and street lighting may be up to 20' above finish grade.

Specialty lighting including uplight, "bush" effect lights, awg round points or uplights, and other auxiliary styled effects will be used to create a sense of place and highlight secondary entries, noverentrances, and other key features.

Primary outdoor lighting shall be shielded to minimize off-site light spillage.



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C.5 Site Furnishings

Benches, trash receptacles, bicycle racks, covered mail box units (CMBUs) and other site furnishings in public spaces will be commercial-grade, readily available, durable, and low-maintenance. Unless otherwise approved, all furnishings shall be powder coated black. The design of site furnishings and accessories shall be consistent throughout the public realm of The Campus.

Images shown are representative, and do not necessarily represent an exact item or product specification.



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C.6 Walls & Fences

A. Soundwalls

Soundwalls will be masonry block, post-tensioned or conventionally reinforced. Block shall be 6" thick with a 4" wide x 1" high cap, with chamfered edges. Block walls shall be "capped" in 8" increments, not less than 32" apart, and no less than 12" from pilasters or 4' from property lines.

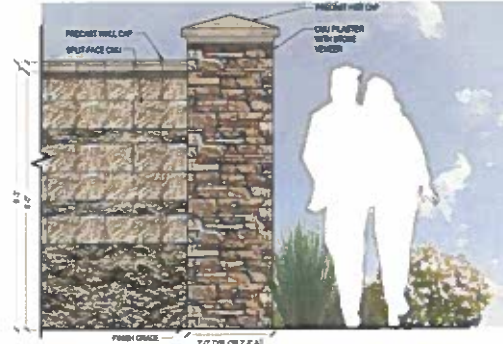
Wall pilasters shall be located at all wall changes in direction, and not less than 24" o.c., and shall be approximately equally spaced across each wall run, centered on property lines wherever applicable. Pilasters shall be 14" with maximum 24" square masonry cores generally, and 32" square masonry cores at community entries. Pilasters shall include precast caps with stepped core detail, and shall be fully faced with stone veneer with grouted joints (by state shall not be acceptable). Stone veneer shall be "Craft Peak Ledger," or other "Givepearl" as manufactured by Creative Stone.

Block walls shall include two-coated horizontal banding, utilizing a light gray and a medium gray. All block facing the public realm (including roads) shall be split face; the reverse side facing streets or driveways shall be corbelled or split face.

Soundwalls are intended for use primarily as required within The Campus. Soundwalls are proposed as a transition between residential homes and the Lanes Parks. Walls that utilize product types e.g. 1. Gravity that allow plan structure to engage with the Lane Park shall use soundwalls to separate the private yard spaces only. Soundwall Prohibited locations (if proposed as required) within The Campus are defined in the Fence & Wall Plan.

Soundwall heights within The Campus are determined by the project's approved site plan measures where applicable, as well as, within the Design Review process defined by these guidelines.

Prohibited location of proposed soundwall within The Campus are defined in the Fence & Wall Plan.



Soundwall & Pilaster

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B. Fences

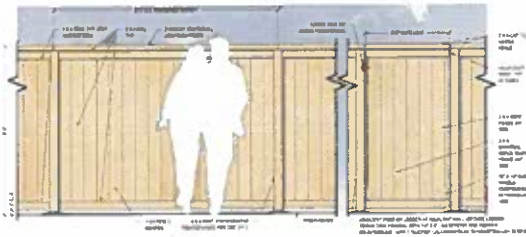
Fencing at open spaces, including at the edges of streetscapes and parks to define boundaries and restrict access shall be post and rail or concrete split rail (two rail). If required, vinyl fencing shall be tubular steel, black, with max. 5/8" square pickets and 1" sq. top and bottom rails. Vinyl fences may include masonry knee walls, similar to soundwalls.

All fencing at residential lots shall be redwood, western red cedar, or Douglas fir. "Side-yard" fences and fences facing the public realm shall be horizontal 1x6 boards, with a 2x6 cap. All "Good Neighbor" fences shall be aluminum panel-batted post-and-board, and may be dog-eared or capped.

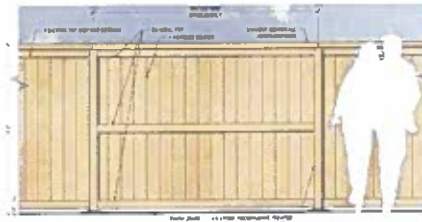
Good neighbor fences shall be stained or painted.

An side-yard fence returns to house walls, the setback from the front elevation of the structure will vary but shall be a maximum of 4' at the garage side (to allow for stanchion beams etc. to be mounted within the "public" realm, as a maximum of 4' at the opposite side (to prevent any unenclosed materials, including bicycles, from protruding beyond the front elevation). Within the community, where alley located houses are adjacent community open space, alleys, and other public areas, and the "closed" side of the home (behind an internal porch) facing these areas, no side yard fencing shall be installed on the side of the home facing these areas. Where the "open" or "external" side of the home is facing from public areas, fencing shall enclose a side yard and utility area, and this area shall not be entered by the homeowner without the approval of the DRC. At all single-family detached front-loaded homes, side yard fencing or walls will be installed perpendicular to the orientation of the house.

Fences are limited to 6' in height, with an optional 1' fence extension (which shall also include a cap). Even on slopes, a no more than 6' fences erected if in height as measured in an arc with a center at any point along the fence line.



Side-yard Fence



Good Neighbor Fence

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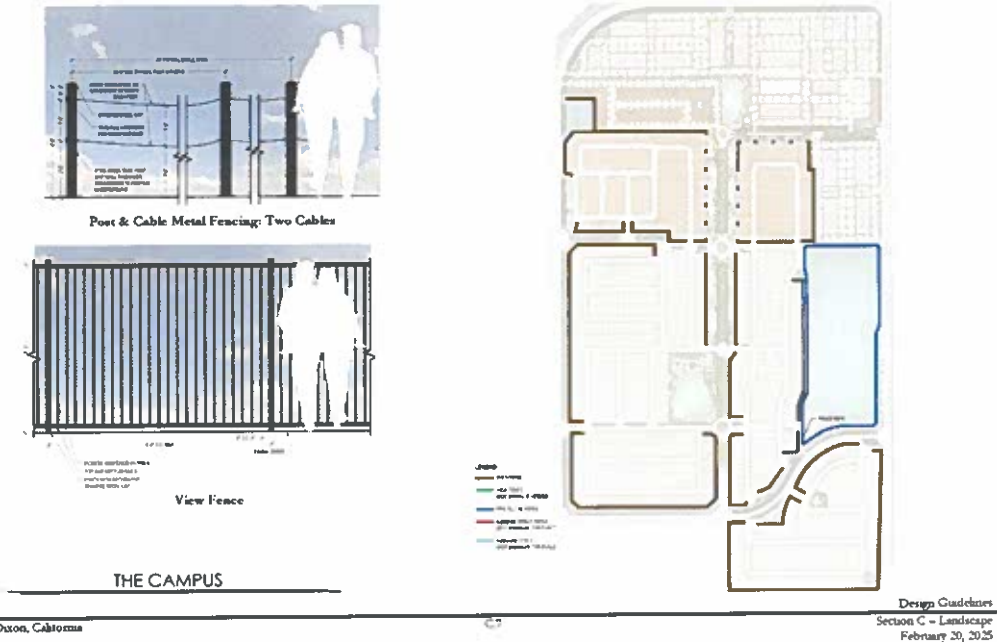
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C.7 Fence & Wall Plan for The Campus



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C.8 Public Landscape

A. Freeway Buffer

Buffering the freeway and extending across the northern boundary of the project, lot 20 will be a landscaped & include wall landscaping. The buffer area may be utilized for drainage as defined in the City of Dixon's Northeast Quadrant Specific Plan.

B. Roundabout & Intersection

Accent planting and shade in parkway strips and corridors should have a growth habit low enough to avoid retention of maintenance or hedging not more than 7'-6" typically. Roundabouts shall receive special design treatment to accentuate and articulate community character. In addition to signage, accent trees and plantings will further define the physical form of the entries and roadways throughout the community. Accent trees shall be used to highlight entries and other key features, such as sightlines or view retention points.

C. Project Entries & Primary Roadways

Landscaping along all streetscapes will be situated in a planned form, with large evergreen screen shrubs adjacent to curbs and private property lines, undergrowth of mid-ground shrubs, ornamental grasses and accent planting interspersed to create interest while maintaining continuity, and groundcover at the fore and. Trees should be selected for their architectural form, seasonal color, and/or flower habit, such large, broad canopy trees within parkway strips to shade all parking, but particularly sidewalks, bikeways, and other non-vehicular circulation. Secondary trees, primarily evergreen, will be planted behind the back of walk where space allows. Along Pacific Road, screen trees (all and/or broad evergreen trees) are required to manage views and buffer sound and dust from adjacent industrial and/or agricultural uses.

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C.9 Common Area Landscape (Dedication to City)

A. North Park

North Park is a large 22-acre urban park forming the visual focus of The Campus, and is a focal point within The Campus Dixon Opportunity Center (D.O.C.). North Park includes a large multi-use recreational ball area, with mainly oriented walkways creating a view corridor extending from Campus Drive to the south, through the park, and continuing through the D.O.C. paved to the North Main entrance (fringed by amenities such as an outdoor, shaded picnic area, and a playground), creates an activated gathering space that can be a venue for community events. Large trees are located along the perimeter to provide shade and define the central community space. North Park is designated to provide passive recreation and as a gathering place for the community. Besides its passive recreation value and visual amenity, the North Park is designed to accommodate a variety of community activities such as a farmer's market, arts and crafts shows, celebrations, and performance arts. Additionally, North Park will include a service area with garage, storage, driveway, and parking for City of Dixon staff and operations. This facility will be dedicated to and maintained by the City of Dixon.

B. Linear Park

Linear Park is a 47-acre recreation facility that is the spine of the community, serving both as recreation, trail, roadway, and limited recreation. This park also may include extensive plantings, and areas as such as bocce or small lawn areas. This facility will be dedicated to and maintained by the City of Dixon.

C. Neighborhood Park

The Neighborhood Park is a 25-acre active recreation facility, including softball, soccer, baseball, a playground, and picnic area. This Park serves as the active hub of the community, and is the place for after school fun and weekend pick-up games. This facility will be dedicated to and maintained by the City of Dixon.

D. Drainage Basin

The Drainage Basin is centrally located and provides extensive storage and treatment for the community. The basin also serves as a visual amenity and buffer between residential areas and the existing industrial/agricultural use within the County. This facility will be dedicated to and maintained by the City of Dixon.

E. Other Areas

Throughout the community, other smaller areas provide additional green space and opportunity for recreation. These include a dog park at the western perimeter of the community, enhanced landscape along various roads such as Green Drive, Sorcerer Way, Germania Drive, a pocket park, and various parks and walkways as may be included in individual developments.

C.10 Residential Landscape

A. General

As part of The Campus master-planned community, residential lots shall reinforce the overall character of the community, while providing interest, variation, and personal expression. Planting shall avoid complete uniformity and monotony by varying plant species between individual lots, while maintaining consistency in plant types and forms, as well as overall design themes. At each neighborhood, a consistent palette of planting will under the public-facing landscaped areas.

Within residential landscapes, plant selections may emphasize flowering species. Combined with existing seasonal and year-round leaf color, planting selections are envisioned to provide a broad range of color and texture. Planting will include a mixed palette of plants, from low foreground plantings to large background shrubs. Natural turf, while not prohibited, will generally be replaced by areas of low growing, groundcover, emphasizing low-water use and sustainable principles.

All planting and irrigation will conform to the City's Water Efficient Landscape Ordinance. Point-source drip emitters will be used to irrigate shrubs and groundcover. Irrigation controls will include weather sensors, and "smart" self-adjusting. All other requirements of the ordinance will be followed, including a minimum 1" deep layer of "black or" natural black mulch (dyed bark is prohibited) in all non-turf planters areas.

Shrubs and groundcover shall be minimum 1-gallon size, except for the first row of planting adjacent building and fences, which shall be minimum 5-gallon size at installation. All plants shall be spaced for maturity, except that 1-gallon plants shall not be spaced greater than 50" on center.

Garden walls, steps, driveway etc. shall be constructed with materials compatible with the overall theme of the community, and in colors matching the originally approved homes or common area landscape. Selected walls (concrete, brick, or light natural stone), walls with stone or brick corners, and concrete caps or walls constructed of natural materials (stone or aggregate). Walls constructed of fiber materials, such as railroad ties, or rough timber are not appropriate.

B. Trees

Trees shall be a minimum of 15-gallon size. All suburban-style single-family detached lots shall include a minimum of 20 trees (1 street tree and 1 street/secondary tree), except where site area is smaller or other appropriate street placement. Street lots shall include additional street trees proportionate to the depth of the lot, to maintain a street tree spacing not greater than 50' (exclusive of driveway) across all residential lot frontage.

Street trees shall be selected from the City's Street Tree List, available at:

<https://www.cityofdixon.gov/media/CommunityDevelopment/Planning/Street%20Tree%20List/Appendix%20B.pdf>, as described in Appendix X, or as approved written landscape plan or other documents.

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C.9

Design Guidelines

Section C – Landscape

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C. Turf

If desired, natural turf shall be installed at a minimum 10" wide and above only, to avoid "garage stamp" patches of lawn. Where less than 10" wide, turf shall be irrigated by subsurface shallow drip tubing, or with mesh screens, which trajectory routing (MGR/TD) systems, which comply with standards for "low volume" irrigation and may be located at the back of lawn, provided that such systems do not "over-irrigate" or otherwise more efficient than traditional spray nozzles.

Specified turf, if desired at front yards (with a "public" realm) shall be high quality and is required to have a minimum of:

1. 1 1/2" pile height
2. Max root weight
3. S, U, or C-shaped blades
4. Multiple colors of primary blades, and in addition, a "thatch" layer
5. Sand or natural (i.e. soil) fill (not rubber or soil)
6. Full perimeter grades and adhered seams

C.11 Connectivity & Circulation

A. Pedestrian

Throughout the community, sidewalks are at least 5' wide, and separated from vehicle traffic by planted pathway strips along streets and collector roads.

B. Bicycle

Major destinations, including the D.O.C., North Park, and the Neighborhood Park, are linked by enhanced pedestrian corridors. These feature wide sidewalks, broad canopy trees, and where space allows, wide paths of strip plantings. These corridors also include Class 2 e-bike use paths, as well as protected roadways. By integrating wide, safe corridors within and around The Campus, access to the City's existing recreation system from every front door within the community is provided for bicyclists and pedestrians of all abilities.

C.12 Bicycle & Pedestrian Circulation Plan



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C.10 C

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Section C – Landscape

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ORDINANCE NO.:

DATE: APR 01 2025

EXHIBIT B-1 Design Guidelines

C.13 Common Landscape Requirements

A. Water Conservation

The community plan provides ample opportunities for a variety of landscapes, from formal to natural. To ensure these areas are designed to maximize function, be maintainable, be attractive, and minimize water use, a community-wide approach to water budgeting will be used. This approach provides flexibility and allows for appropriate allocation of planting and green space when developing new construction, campuses, and other planned areas. While somewhat higher water use turf is appropriate in areas such as community adventures and parks, where it will receive foot traffic and will generate higher water use planting will be offset by low water use planting in other areas on a community-wide basis, rather than per-pool-of-construction basis.

B. Stormwater Mitigation

Throughout the community, stormwater features such as vegetated swales and lawnwater gardens will be incorporated wherever possible. Paved areas will drain towards landscape wherever possible to allow infiltration and reduce runoff. Reducing peak flow, large, community-wide treatment is provided through a runoff detention basin, which will be attractively landscaped to include planted buffers and fencing. Seasonally inundated areas will be planted with hydrophilic native and adapted grasses and sedges.

C. Energy Conservation

Lighting of existing public areas, including private streets, alleys, and shared driveways, will be controlled by a common photometric standard and photocell on each fixture, and all applicable requirements, including the use of inductive lamps that will be finished with a variable frequency drive (VFD) to maximize efficiency while minimizing run-time and energy use.

D. Landscape Maintenance

All newly installed planting will be installed in an established or better condition. Any dead or failing plants shall be replaced with planting from The Campus plant legend, or as approved by the DRC. Additions and changes to developer-installed landscape are anticipated and encouraged, however, wholesale removal, replacement, or other modifications to landscape which change the fundamental character of the community or are not in keeping with the general design style are prohibited. Mulch shall be kept in place and replenished as required on at least an every-other-year basis to ensure that the originally installed legends are maintained.

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Design Guidelines
Section C – Landscape
February 20, 2025

Section D – Submittal and Approval Procedure

D.1 The Campus Design Review Committee (DRC)

The primary function of The Campus Design Review Committee (DRC) is to ensure compliance with design standards as defined by these Design Guidelines and consistent with existing standards for applications for new construction within The Campus. The DRC review is intended to ensure an aesthetically pleasing and a structurally compatible environment. The DRC's review and approval responsibilities embrace all aspects of the construction of the home and home-site improvements within The Campus including, but not limited to, the following:

- Architectural Design
- Landscape Design
- Made Complex and signage Design

The DRC's review and approval process for new construction within The Campus is intended to verify compliance with these Design Guidelines in support of the final review process by the City of Dixon's Planning Department. The intent of these Design Guidelines is to provide the framework by which the design of future construction will be reviewed, reviewed, and ultimately approved by the City of Dixon.

The review and final determination of compliance with these Design Guidelines and approval for construction will be made at the staff level, in the City of Dixon by the Planning Director.

The DRC will be comprised of The Campus Ownership Group, design professionals, team members, and other stakeholders as defined by the Campus Ownership Group.

While individual reviewing is encouraged on behalf of The Campus Ownership Group, The Campus Design Guidelines (Design Guidelines) has been established to ensure a measure of quality and consistency throughout the community.

To ensure community and design consistency, The Campus DRC will remain in place through the end of the project.

To enable and encourage an ongoing activity within The Campus, the deviations to requirements defined by these guidelines are allowed by DRC and City Staff review for consistency with the overall intent of these guidelines.

D.1.1 Authority of the DRC

The DRC has been established by The Campus Ownership Group. The DRC has exclusive jurisdiction over all construction of homes and homesites within The Campus.

The DRC will apply standards established in the Design Guidelines for construction of homes and homesites and (b) review and approve or disapprove all Design Review Applications and Design Documents in accordance with the Design Guidelines.

The DRC may disapprove any Design Review Application for non-compliance with the provisions contained in the Design Guidelines or on purely aesthetic grounds where, in its reasonable judgment, such action is required to maintain the desired character of the overall community, village, neighborhoods or individual homes.

The DRC will meet as required to review Design Review Applications. The DRC action response times for review will vary for each review submittal. However, it is the DRC's intent to review all applications expeditiously in accordance with the new framework established by The Campus Ownership Group.

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Design Guidelines
Section D – Review & Approval Procedure
February 20, 2025

ORDINANCE NO.: 25-001
DATE: APR 01 2025

EXHIBIT B-1 Design Guidelines

D.2 The Campus Design Review Process

1. Initial Meeting – Architectural Concepts Review

Builder shall present their proposed conceptual design to The Campus Design Review Committee (DRC) for design review.

The recommended materials each Builder will be prepared to present should include the following minimum requirements:

- Village Design Program
- Buyer profiles and composition of each master grouping for the village
- Timeline of program to architectural design
- Opportunities for secondary homes based on the buyer profile and demographics
- Proposed product mix
- Proposed bedroom and bath counts
- "Lifestyle" design choices
- Importance of driveway space and/or single versus double garages and total square footage
- Opportunities for appropriate use of raised garage entrances
- Conceptual floor plans (three (3) minimum)
- Conceptual front and rear elevations of each plan (informal sketches are appropriate at minimum)
- Street section through the lots, showing at minimum four (4) houses, reacting to varied elevation at location of the street corner
- "Turntable" view and adequate three-dimensional design concept (minimum elevations five (5) and 1/2" x 11" of the builder program, floor plans and elevations)

2. Schematic Design Submittal

The Schematic Design Submittal shall include a site plan, existing house footprints, and the exterior shall include second story massing for each plan. Schematic architectural material should include elevations and floor plans, and demonstrate how the Builder intends to incorporate all the architectural styles identified in The Campus Design Guidelines. Schematic landscape plans should show basic plant palette, open space concept, and fencing types and locations.

Builder to Provide:

- Colored perimeter elevations (1/4" for each plan type) (1/8" scale minimum)
- Copies of architectural styles for construction
- One full size site plan at 40 or 50 scale and six 11x17 copies showing average lot dimensions, building footprints, garage considerations and validation of meeting the required building off-set, setbacks, and setbacks
- One full size schematic landscape plan at 40 or 50 scale and six 11x17 copies with street trees, walk, open space elements, special features, and planting areas
- Product literature (non-exhaustive) to include base house sq. ft. and all optional room additions sq. ft. for each plan

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- Maximum Project Coverage Ratio calculations
- Grading plan to include design and materials
- Entry massing elevation
- Floor plans and elevations including elevations (1/8" scale minimum)
- Preliminary model complex location and design
- Three sets black and white of the architectural portion of the submittal package is required for review

3. Schematic Design Review

This meeting will be held to review the Builder's proposed site design incorporating the DRC's comments and the schematic architectural and landscape designs. The DRC will review the design materials to ensure consistency with The Campus Design Guidelines and provide comments for final design development.

4. Final Design Package Submittal

The Builder will submit the following documents implementing comments from the DRC Schematic Design Review:

Builder to Provide:

- Final site plan as approved by DRC
- Six 11x17 and three 1/8" scale copies of floor plans
- Graphics showing average lot dimensions, building footprints, and garage considerations incorporating DRC comments
- Landscape palette and landscape plan with street trees, walk, special features, and planting areas identifying tree species and their soil and light needs
- List of exterior materials and finishes for streets, walks, common areas, walls, fences, and other special features
- Preliminary list of exterior building materials to be used in the construction of the homes
- Project name and logo
- Elevations to include first and second story elevations in six sets 11x17 (minimum scale format) and full equipment elevations of each floor plan and architectural style, exterior rear elevations and solid elevations at 1/8" scale minimum (three sets)
- Final entry massing elevation
- Color Boxes
- Final model site plan including preliminary model complex plan with all of the lot information including setbacks
- Final product literature (non-exhaustive) to include base house sq. ft. and all optional room additions sq. ft. for each plan
- Three sets black and white of the architectural portion of the submittal package as required for review

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Section D – Review & Approval Procedure
February 20, 2025

5. DRC Final Package Review

DRC will review the Builder's marketing package to include colored architectural elevations, landscape concepts, and final site design. DRC will provide final review of all submitted material including site design, architecture, and landscape architecture. Provided that the package is complete and there are no further items regarding the site design, the DRC will approve the final submittal, at which point Builder may proceed to step 6.

D.3 The City Review Design Process

6. City Revised Exhibit "A" Architectural Plan Check & Plot Plan Submittal

Builder submittal to the City of Dixon Planning Department for staff level review for compliance with these Design Guidelines and industry standards. Additionally, the Builder is to submit one set of the same submittal to the DRC to confirm conformance with the Final Package Review comments. Any changes arising from City of Dixon's staff review will also be addressed.

7. Final Model Complex Submission

- a. Site plan highlighting all improvements
- b. Final plans
- c. Final color elevations
- d. Final landscape design
- e. Identify all non-compliance and temporary improvements to be removed

8. Construction Implementation

The DRC must be notified if conditions minimized during construction of the project change the previously approved design.

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Design Guidelines

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EXHIBIT B-1
Design Guidelines

Appendix A - Approved Plant Palette for The Campus

SALVIA MICRONYLLA	NIGHT FLY	LIPSTICK SAGE	L
SALVIA REICHOUSIA	PINK FRENCH LIND	MILKWOOD SAGE	M
SANTALINA CHAMAECOMMISUS	ANTHONY WATLIER	LAURENCE COTTON	L
SPIRIGERA FERRUGINOSA	PRODRISTRUM	SPIRIGERA	M
TYLACRAE CHAMAEDRIS	SP. DR. PRODRISTRUM	GERANIUM	L
RUTA PARMENTOSIA	(OLD) GARDNER	ADONIS REEDER	M
ZALUZIA CALIFORNICA	CATALPA	CALIFORNIA YUCONDA	L
ORNA-MENTAL GRASSES AND REEDS			
BOUTELOUA GRASS	BLONDE ANSBERT	B.J. GRAMA	L
CHAMAEDRIS - KOUTILOBA	TRIN. FUCHSIA	WEATHER REED GRASS	L
CAREX DIVULSA	AND OTHERS	BE PLEY SEGE	L
CHOROCYTALUM TECTURUM	SP. DR. EL CAMP	CAPE BUSH	L
PETIOLA C. ALBA	ELIAMI BLUE SP. HOUS. BLUE	B.J. FUSCA	L
REUTZIA HABRI	GREENLEAF FLOW. AS YUKA	ARTAS PEGGLE	L
HECTO TREMON VEMPERENS		B.J. CAT GRASS	L
LYRUS PATTIS		SPREADING BUSH	L
LYRUS GORCE-VIATUS	CANTON PALM	WIND FIVE	L
LETRIS Y.P.TICIDES	GRAY DAVID	CREATING # ED RYE	L
LOMANDRA LONGIFOLIA	BREZEL	MAT BUSH	M
ALBERTA-LUS SWISS	MORNING LIGHT	YUKA GRASS	L
MULLEBERGIA CAPILLARIS		PINK BUSH	L
MULLEBERGIA ALBA		DEER GRASS	M
PENNYCUNIA SP. HOUS. YUKA	TARRY TALL PAMELM	SEMPER VIVID GRASS	L
PENNYCUNIA		EVERGREEN MOUNTAIN GRASS	M
VINES			
ACTINIDIA ADELPHA		EMV VINE	M
CLEMATIS LIGUSTICIFOLIA		WESTERN WHITE CLEMATIS	M
CLEMATIS CALIFORNICA		VIOLET TRUMPET VINE	M
IPOMOEA CALIFORNICA	HALIYUNA	CREATING # G	M
HARDEBERGIA FLORENTA	VERTECH	LEAC VINE	M
LOMOCERA UNDA	CELE BRUNER	HALL JAPANESE HORSESHOE	M
MADAGASCARIA UNDA	DOMINO	CATCUM TRUMPET VINE	L
MADAGASCARIA UNDA		RED SH. VINE	L
MADAGASCARIA UNDA		ROSE	L
MADAGASCARIA UNDA		STAR JASMINE	M
MADAGASCARIA UNDA		JAPANESE WEEDING AS YUKA	M
ROUND CORNERS			
ACACIA PEDUNCULATA	EDVINO	PROXYMITE ACACIA	M
ACACIA PEDUNCULATA	EMERSON CAMP	MANJANITA	M
ACACIA PEDUNCULATA	VERDE VISTA	CREATING COPROSMA	L
ACACIA PEDUNCULATA	SOMMERS	BARBER COPROSMA	L
ACACIA PEDUNCULATA	WINDY	SAINT BARBARA DAISY	L
ACACIA PEDUNCULATA	COLUMBIA	WINTER CREEPER	M

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Design Guidelines
Appendix
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Appendix A - Approved Plant Palette for The Campus

GREVILLEA LAECERA	COASTAL GEM ORBIT TAM BORTHA	WOOLLY GREVILLEA	M
JANPERUS HORIZONTALIS	BLUE RUG OR BLUE CHIP	JURPER	L
JANPERUS SABINA	BOFFALO	BUFFALO KUMPER	F
LANTANA MORTENSII	TRILINGUAL WHITE		
LYONELLA PARVIFLORA	PRODRISTRUM FINE OR PUTAN CREEK	TRILINGUAL YUCONDA	L
OPHIOPOGON SPONDIUM		MONDO GRASS	M
ROSA X VARIETES	FLOWER CARRIET ROSE, THOMAS, OR HOUSHINEE	GROUND COVER ROSE	M
ROSEMARY	PERITROCHIA CAMP T	ROSEMARY	L
ROSEMARY	BLUE CHALK FINGER	DWARF BLUE CHALK STICKS	L
ROSEMARY		RESUCE BLEND	M
ROSEMARY	PRODRISTRUM	BON DWARD PEGUS, LON PER NIPAL EYE GRASS	M
ROSEMARY	PURPLE CAMP T	GERANIUM	L
ROSEMARY		MOTHER OF THYME	L
ROSEMARY		ASHR JASMINE	M
ROSEMARY	HOA ESTEAD PURPLE	STAR JASMINE	M
ROSEMARY		VERBENA	M
ROSEMARY		PERLA WILLE	M
ROSEMARY		COAST ROSEMARY	L
ROSEMARY			
ROSEMARY			
ROSEMARY			
ROSEMARY			
ROSEMARY			

This list is not intended to be exhaustive. Other plant selections shall be considered and approved by the RC, insofar as they are demonstrated to be keeping with the overall character hereof, and are suitable for use, including site and maintainability as necessary, for the locations in which they are proposed.

THE CAMPUS

Design Guidelines
Appendix
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EXHIBIT B-2
Planned Development Rezoning Amendment

25 - 001

ORDINANCE NO.: _____

DATE: APR 01 2025

EXHIBIT B-3
Large Lot Tentative Subdivision Map

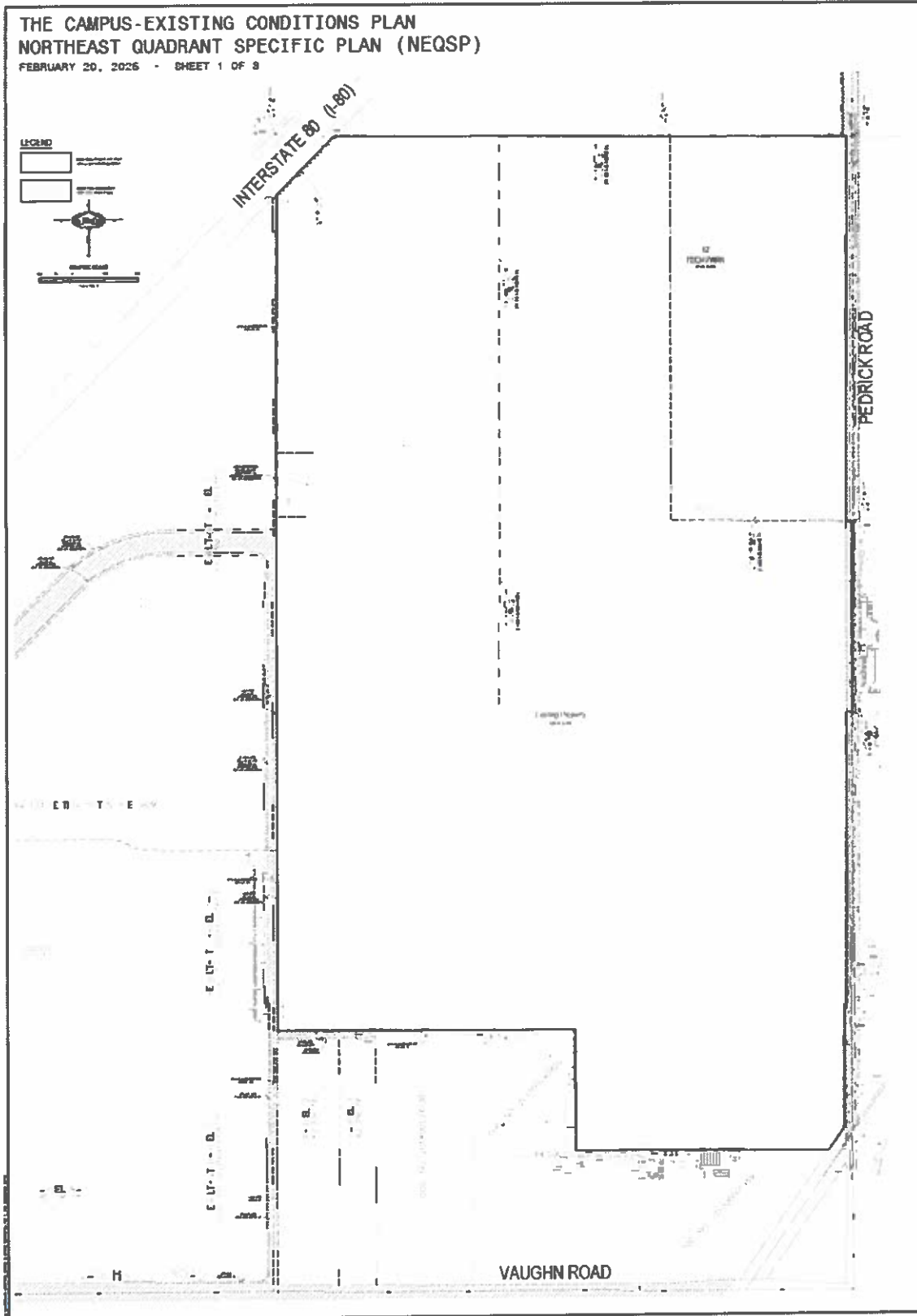


EXHIBIT B-3 Large Lot Tentative Subdivision Map

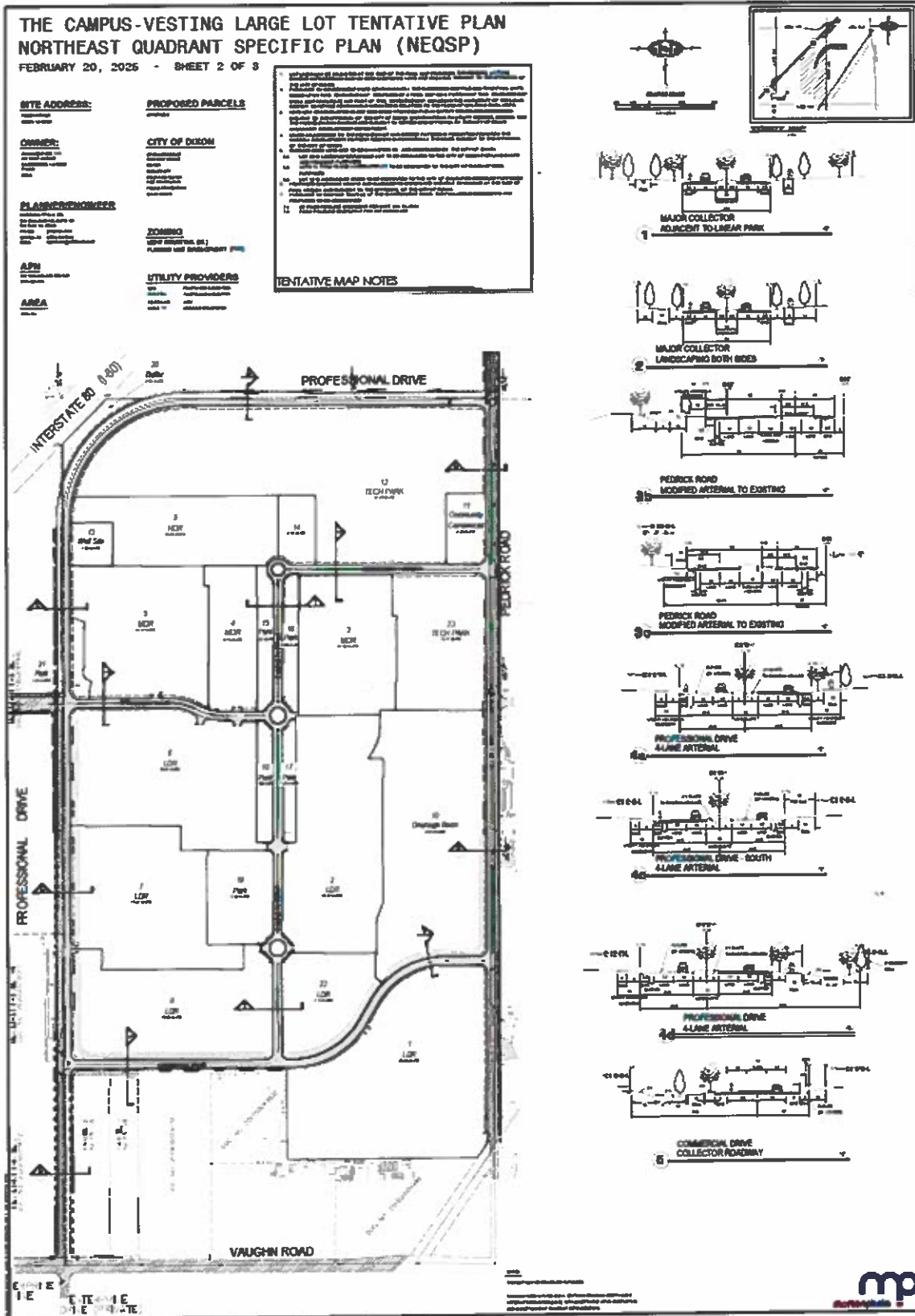


EXHIBIT B-3
Large Lot Tentative Subdivision Map

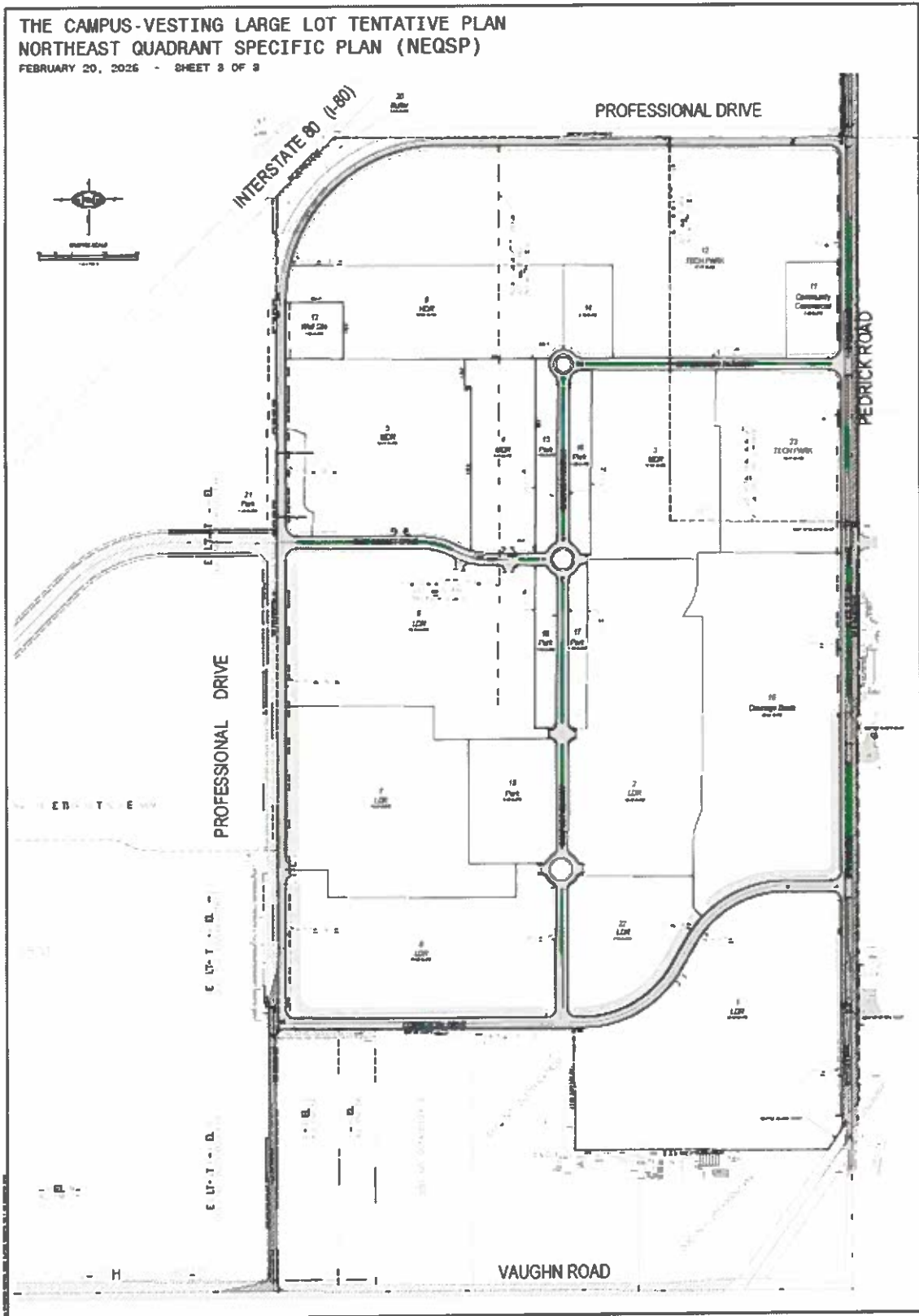
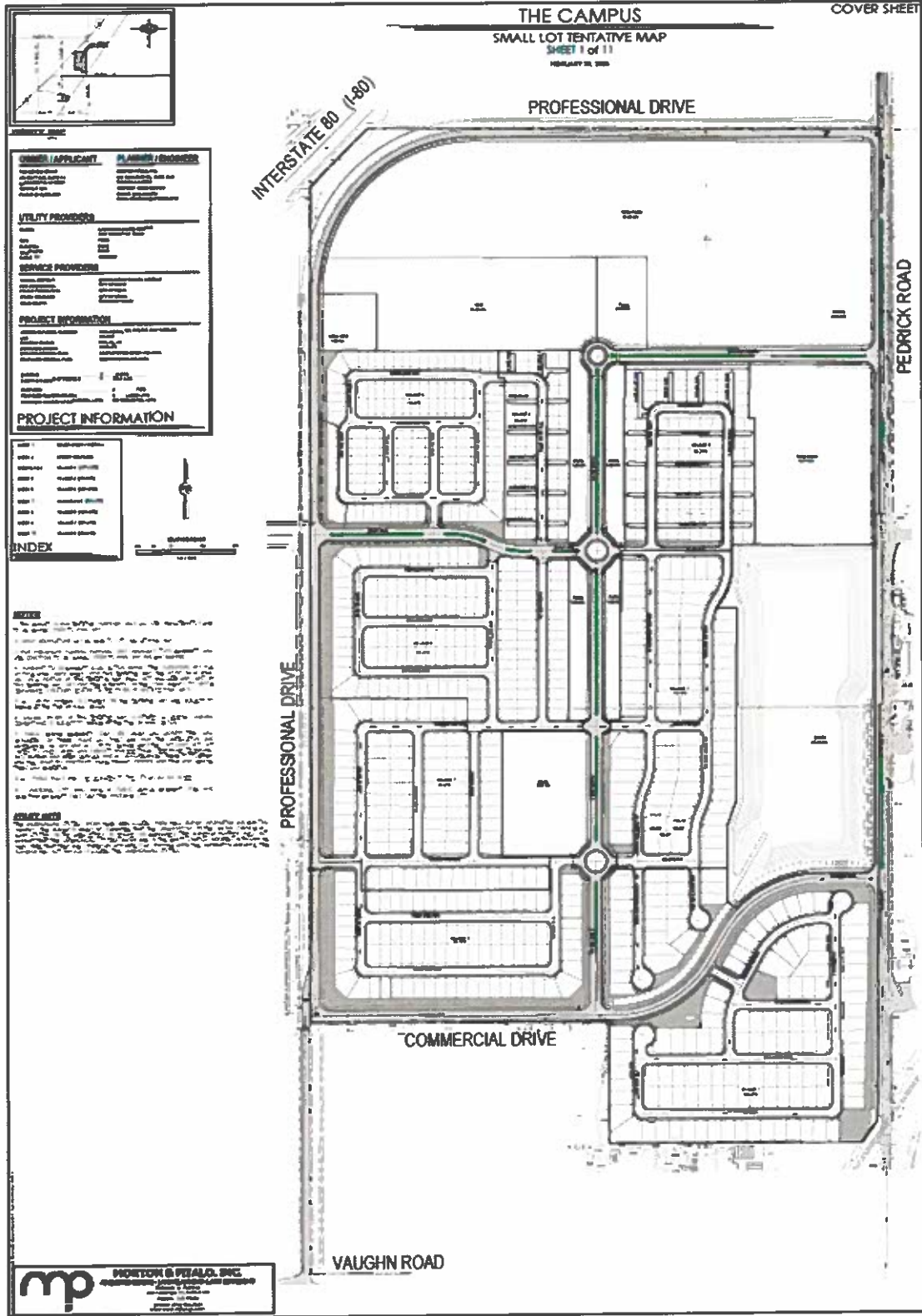


EXHIBIT B-4

Small Lot Tentative Subdivision Map



25 - 001

EXHIBIT B-5
Approved Land Plan for Campus

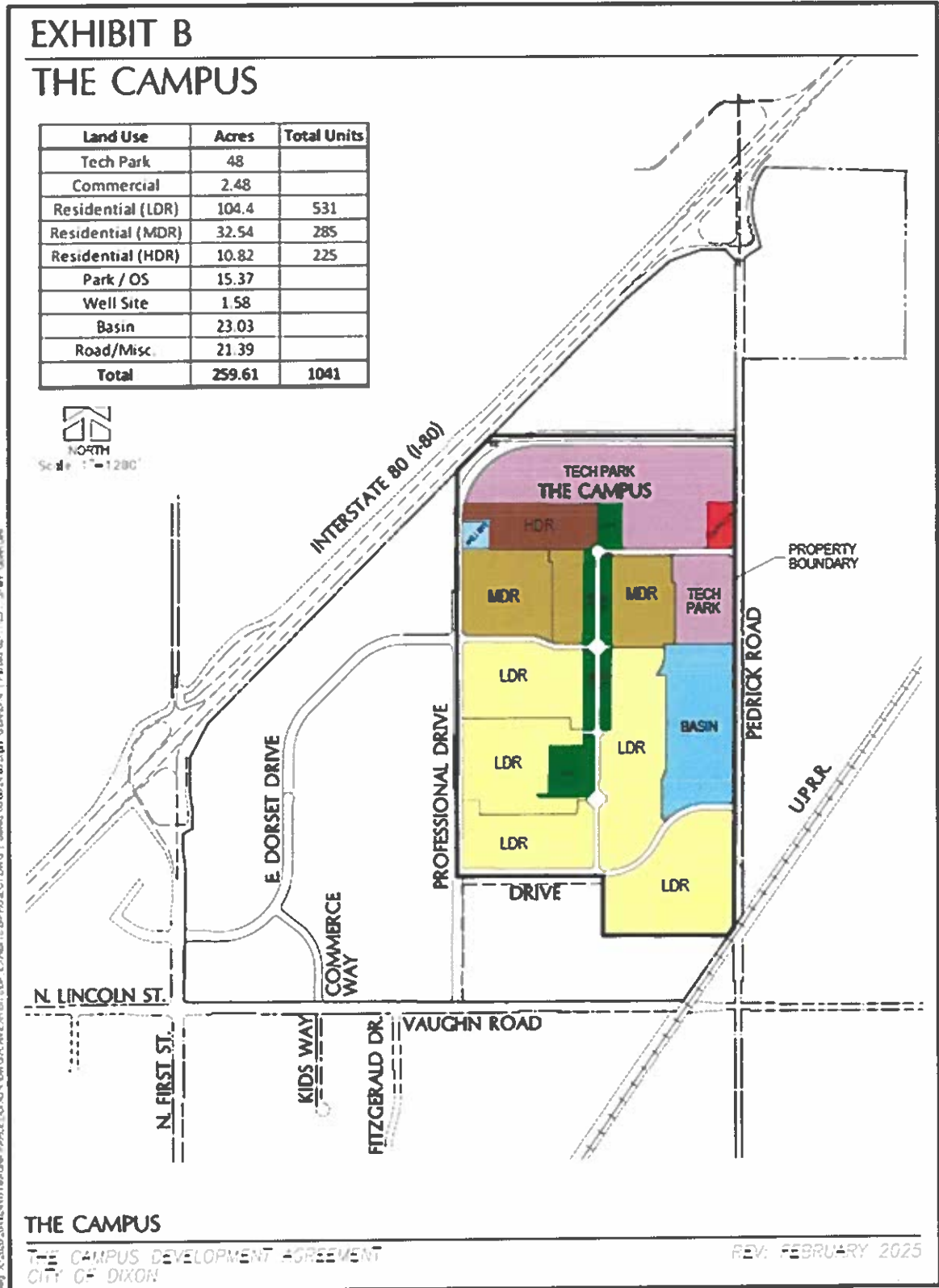
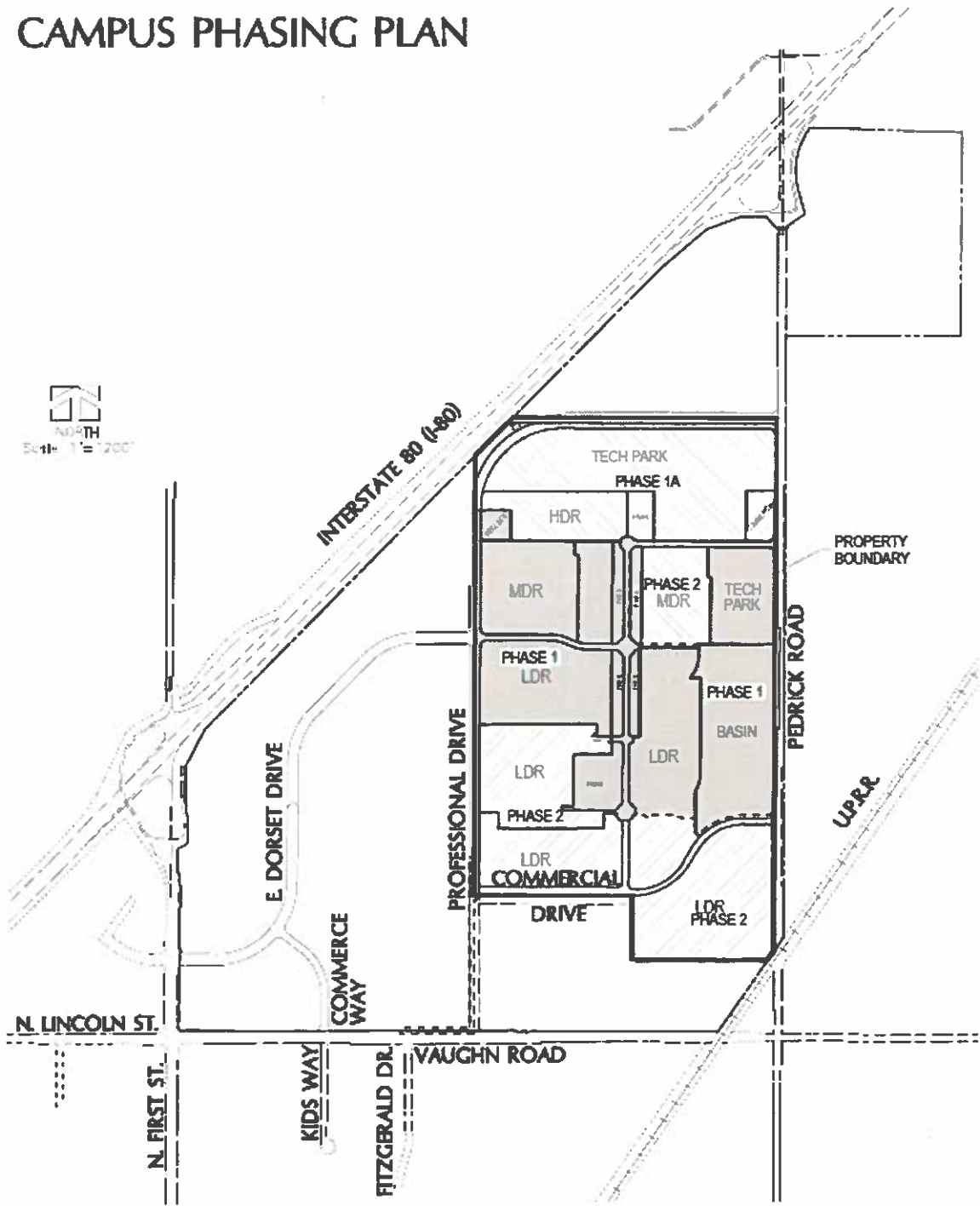


EXHIBIT B-6
Phasing Plan

CAMPUS PHASING PLAN



THE CAMPUS

THE CAMPUS DEVELOPMENT AGREEMENT
CITY OF DIXON

REV: FEBRUARY 2025

EXHIBIT C-1
Project Parks



EXHIBIT C-2
Parks Concept Plans

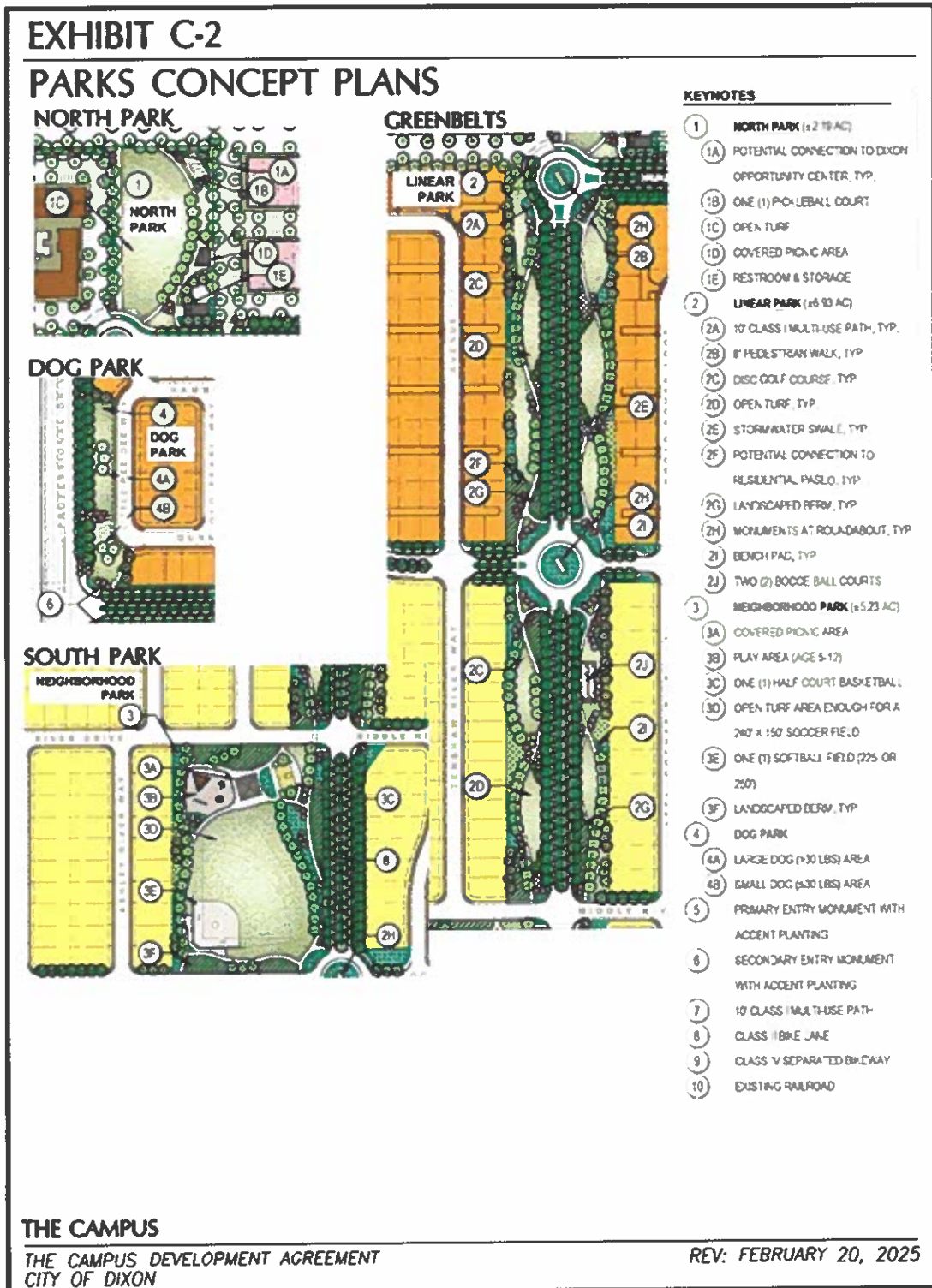


EXHIBIT D-1
Retention Basin

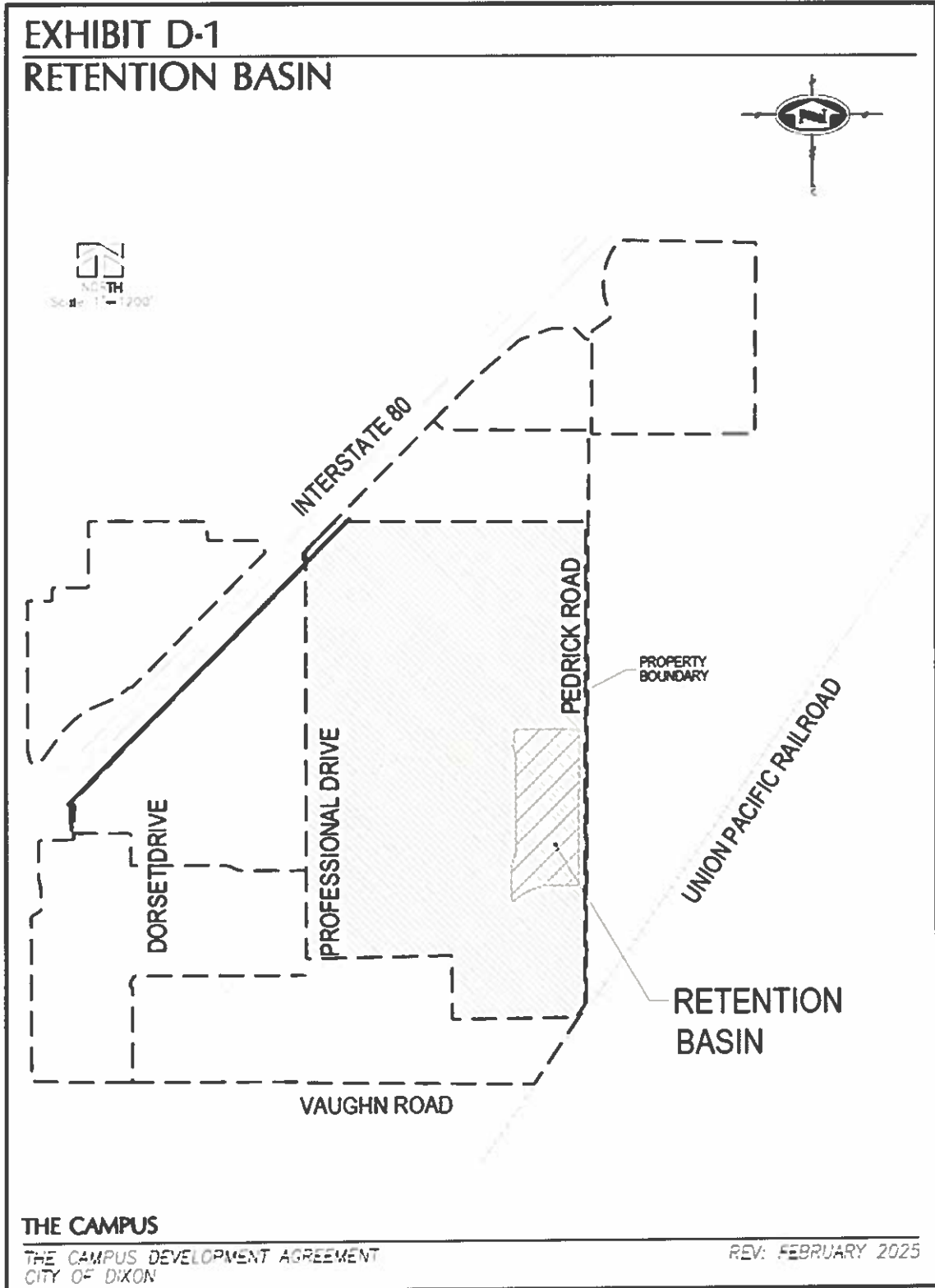


EXHIBIT D-2
Retention Basin Access Road / Trail

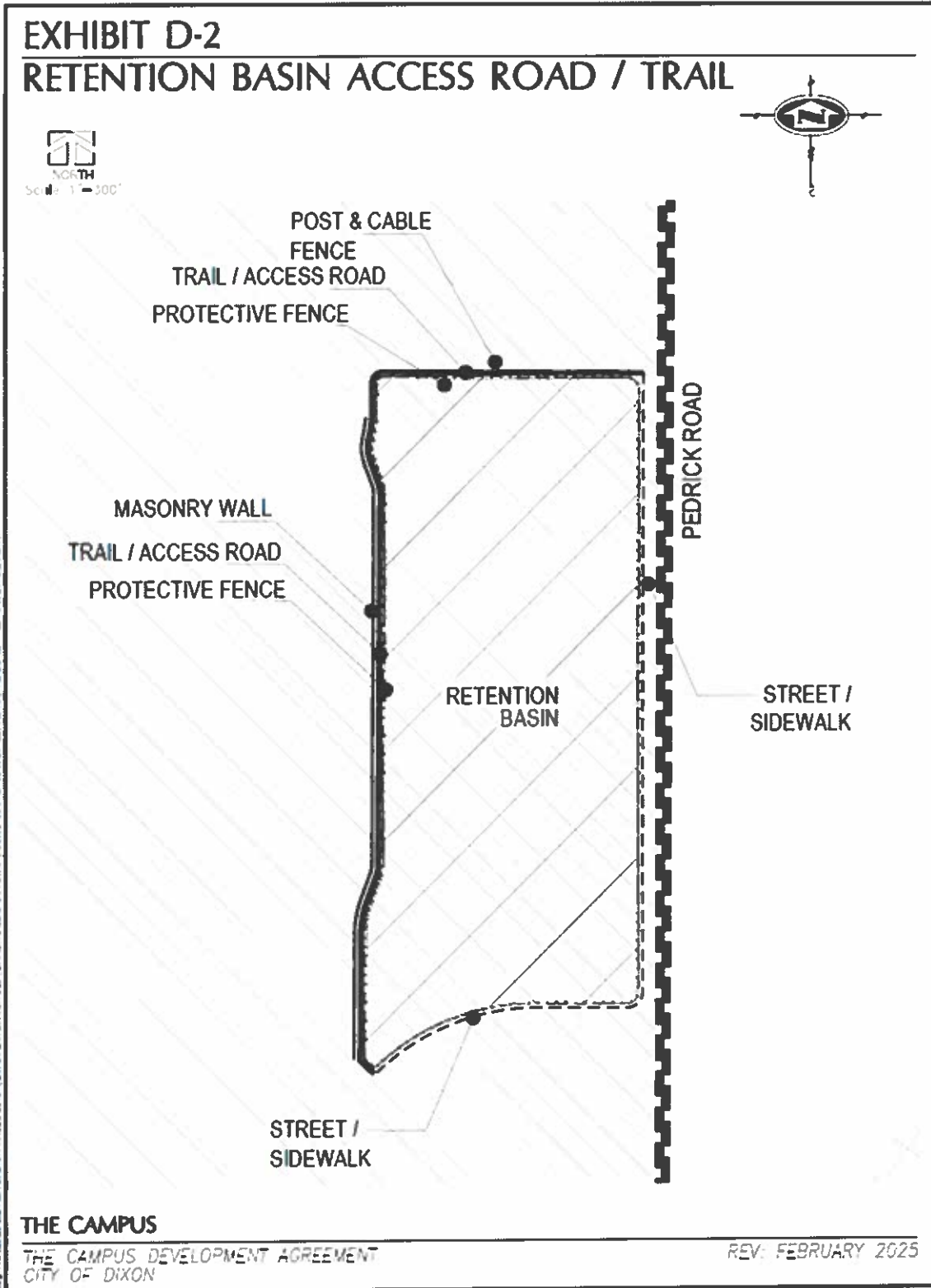
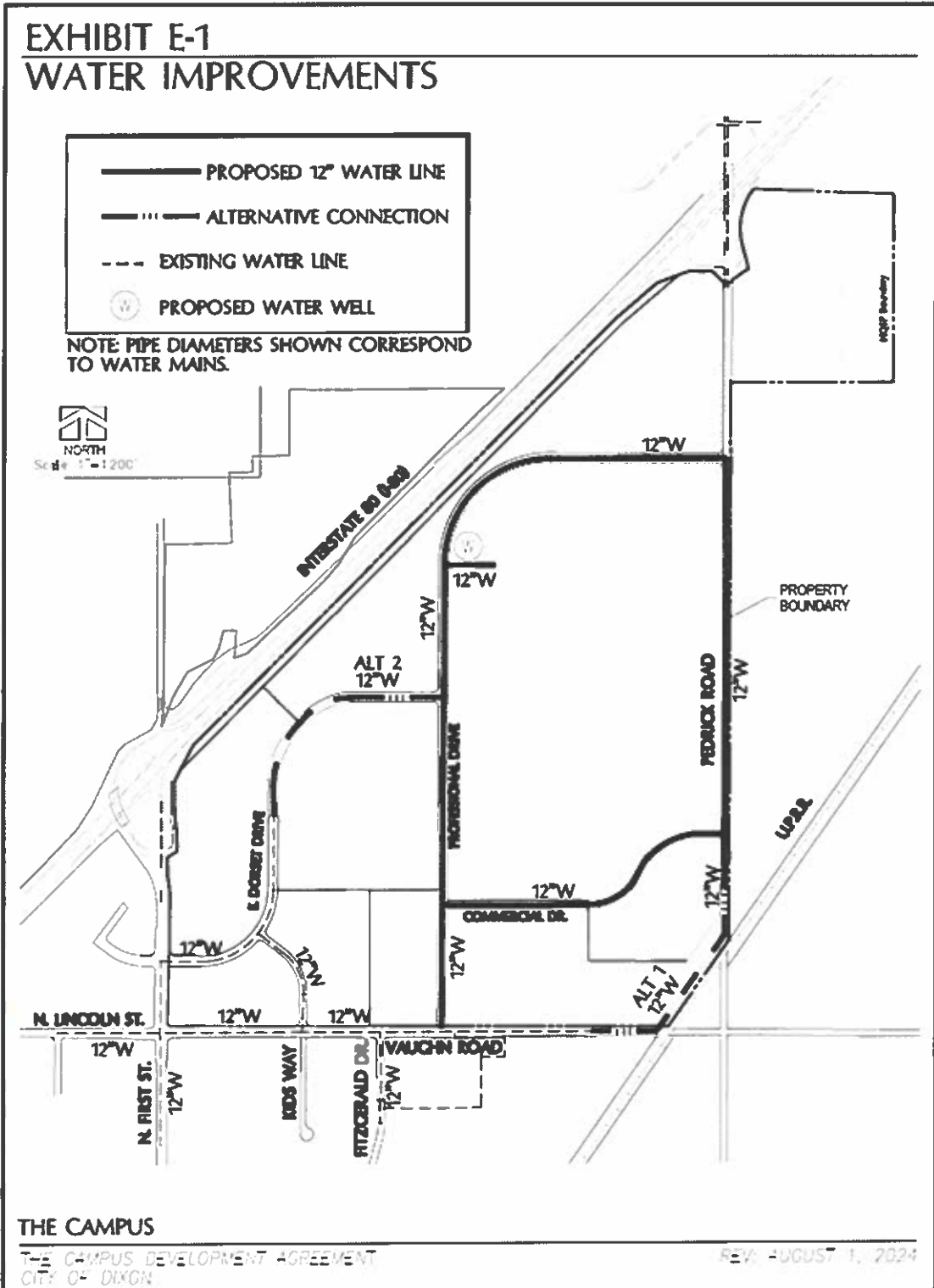


EXHIBIT E-1
Water Improvements



Date: 11/03/20 02:00 PM MAPS, 300 NEW GRANITE BLVD, EXHIBIT E: WATER IMPROV. | Scale: 08/05/2018 09:00 AM | Filed: 07/25/2024 09:00 AM

EXHIBIT E-2
Water Improvements Benefit Area

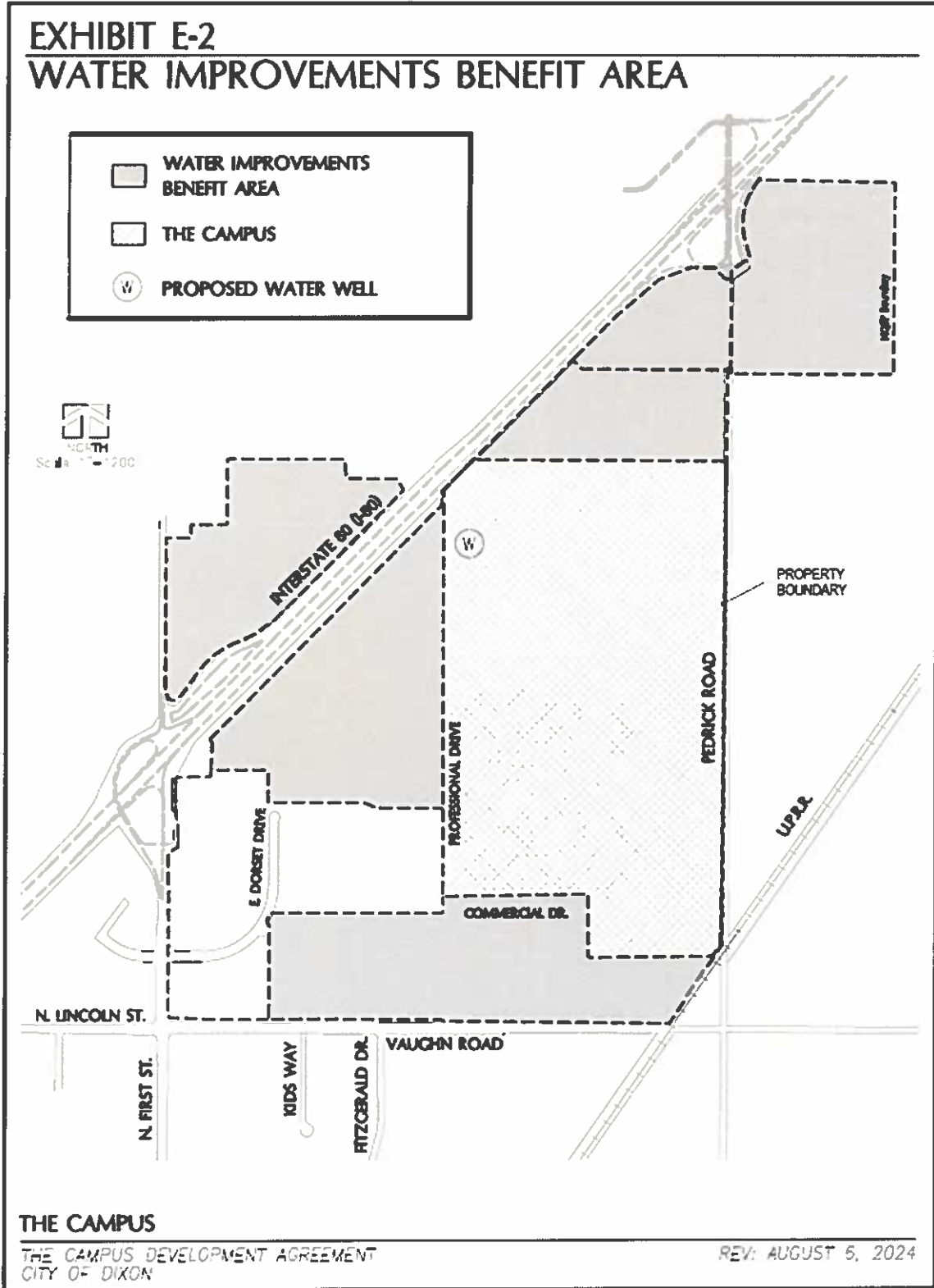


EXHIBIT F-1
Sewer Improvements

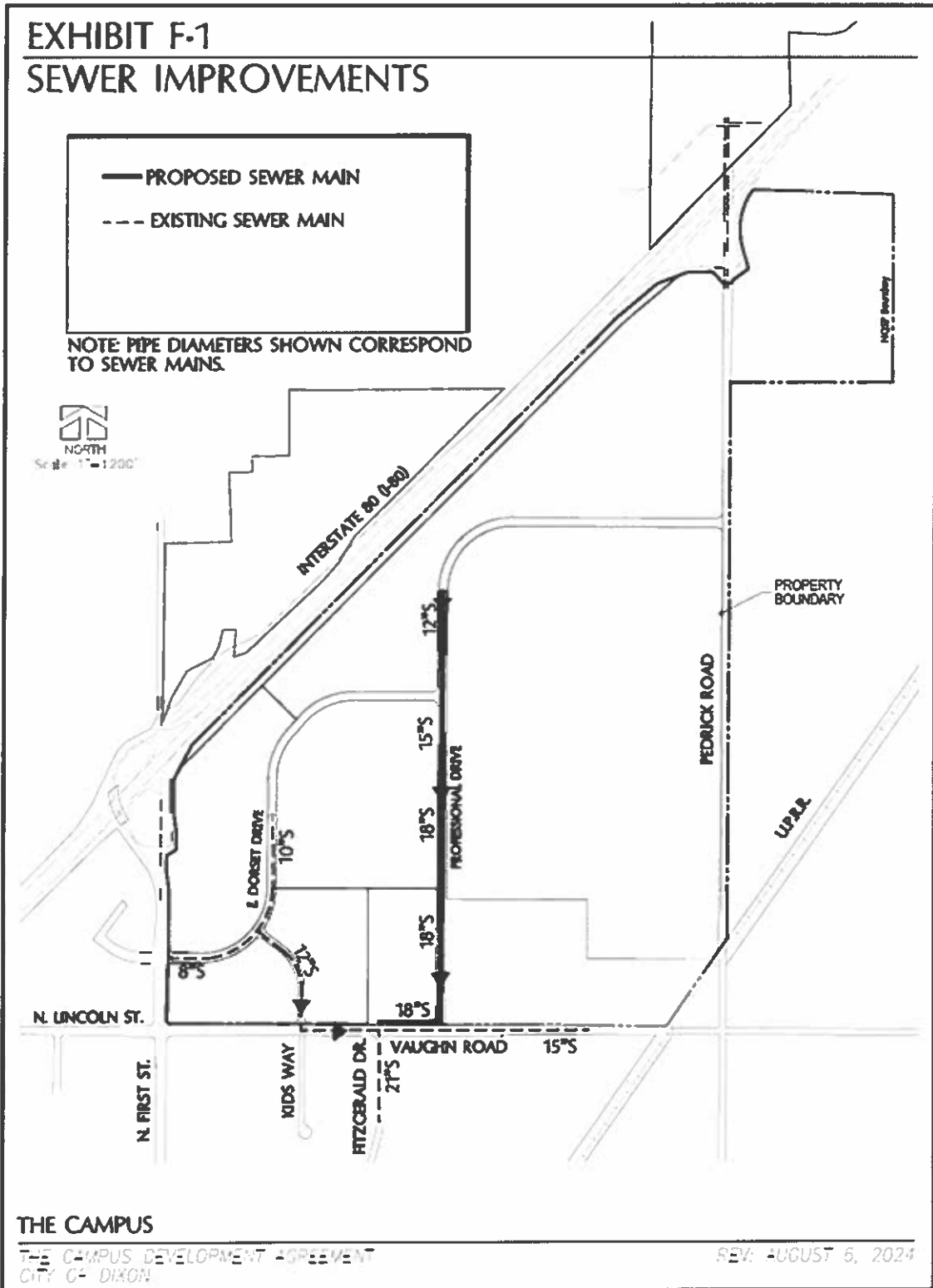
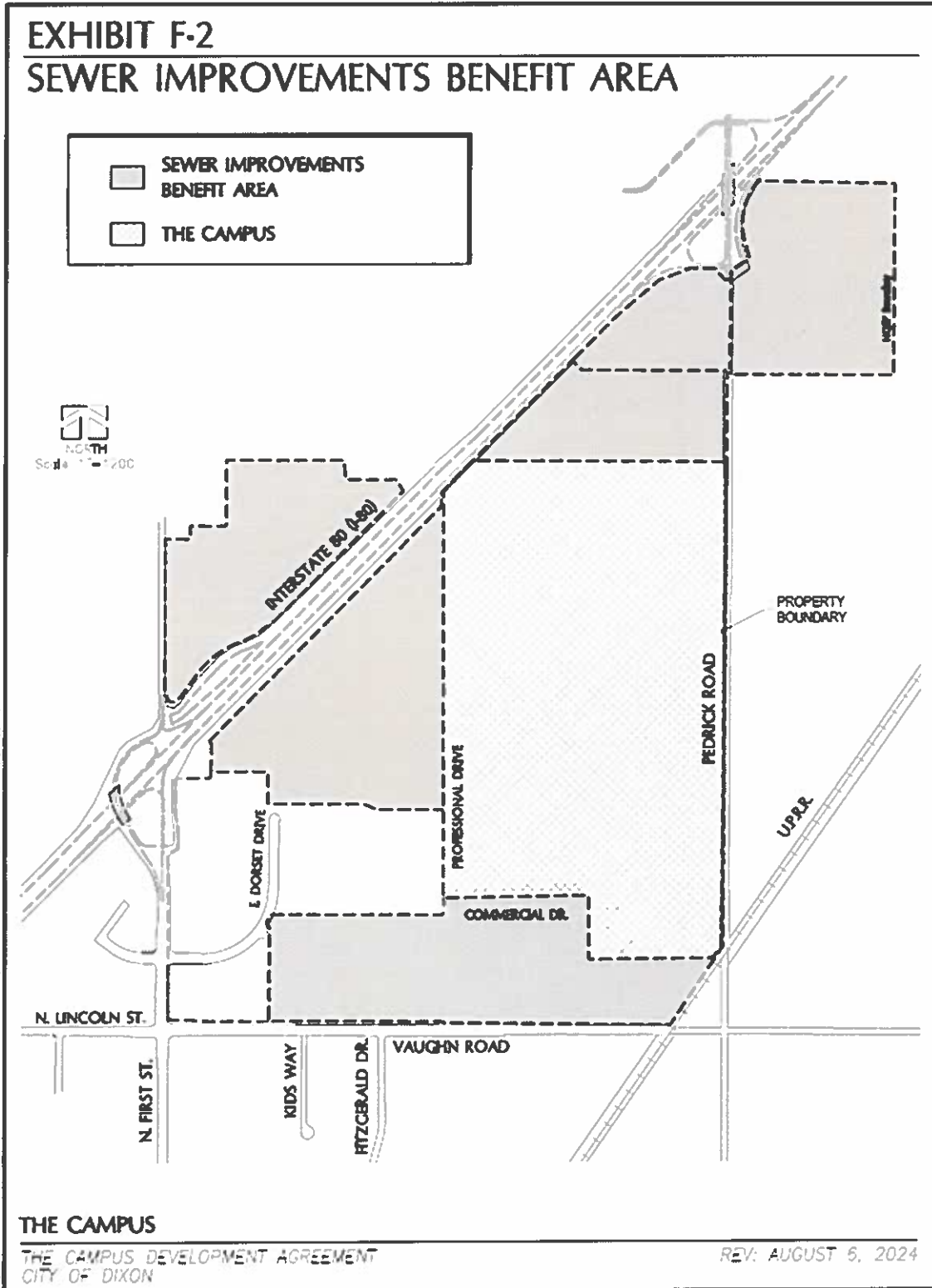


EXHIBIT F-2
Sewer Improvements Benefit Area



**EXHIBIT G-1
Pedrick Road**

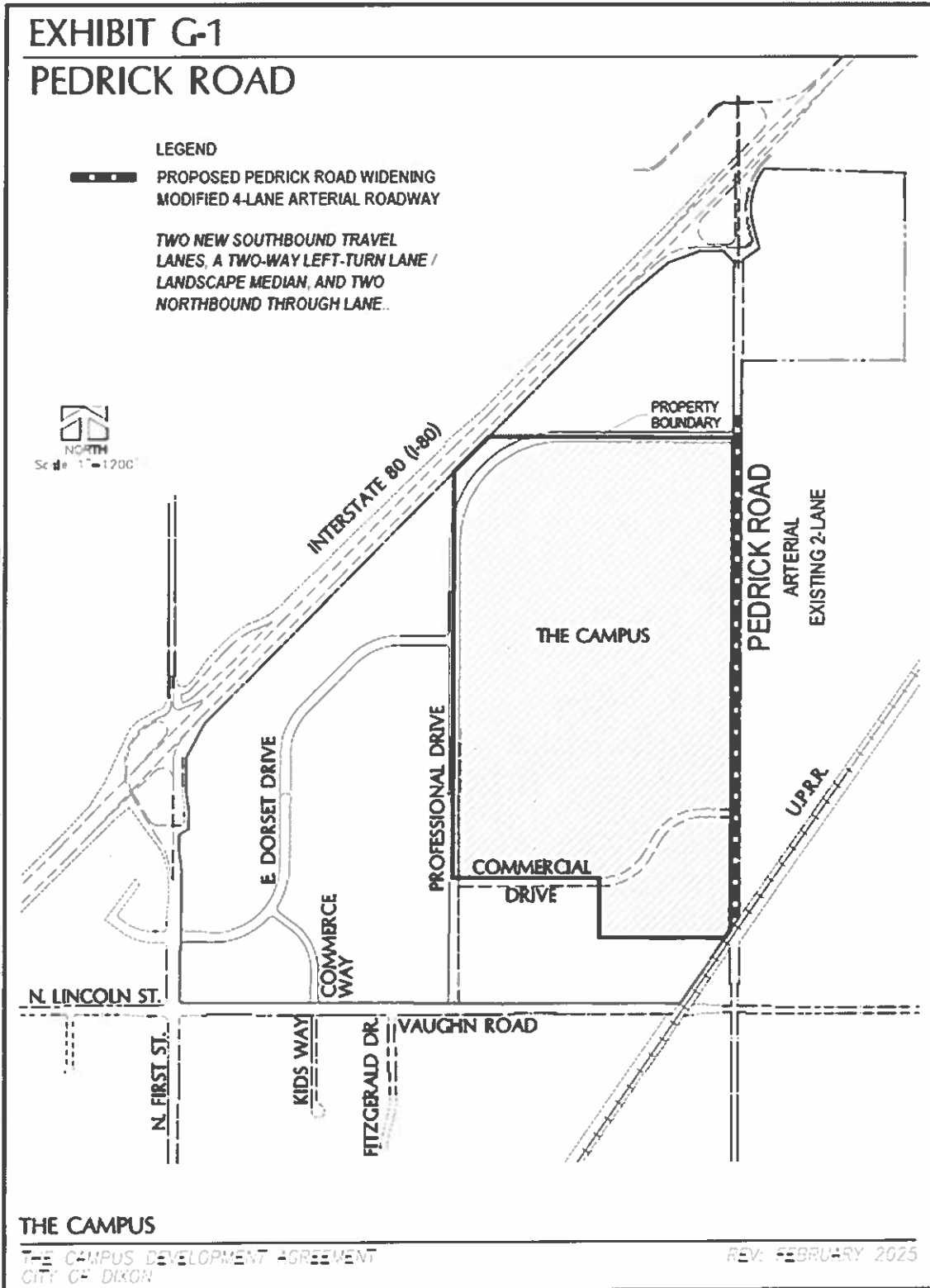
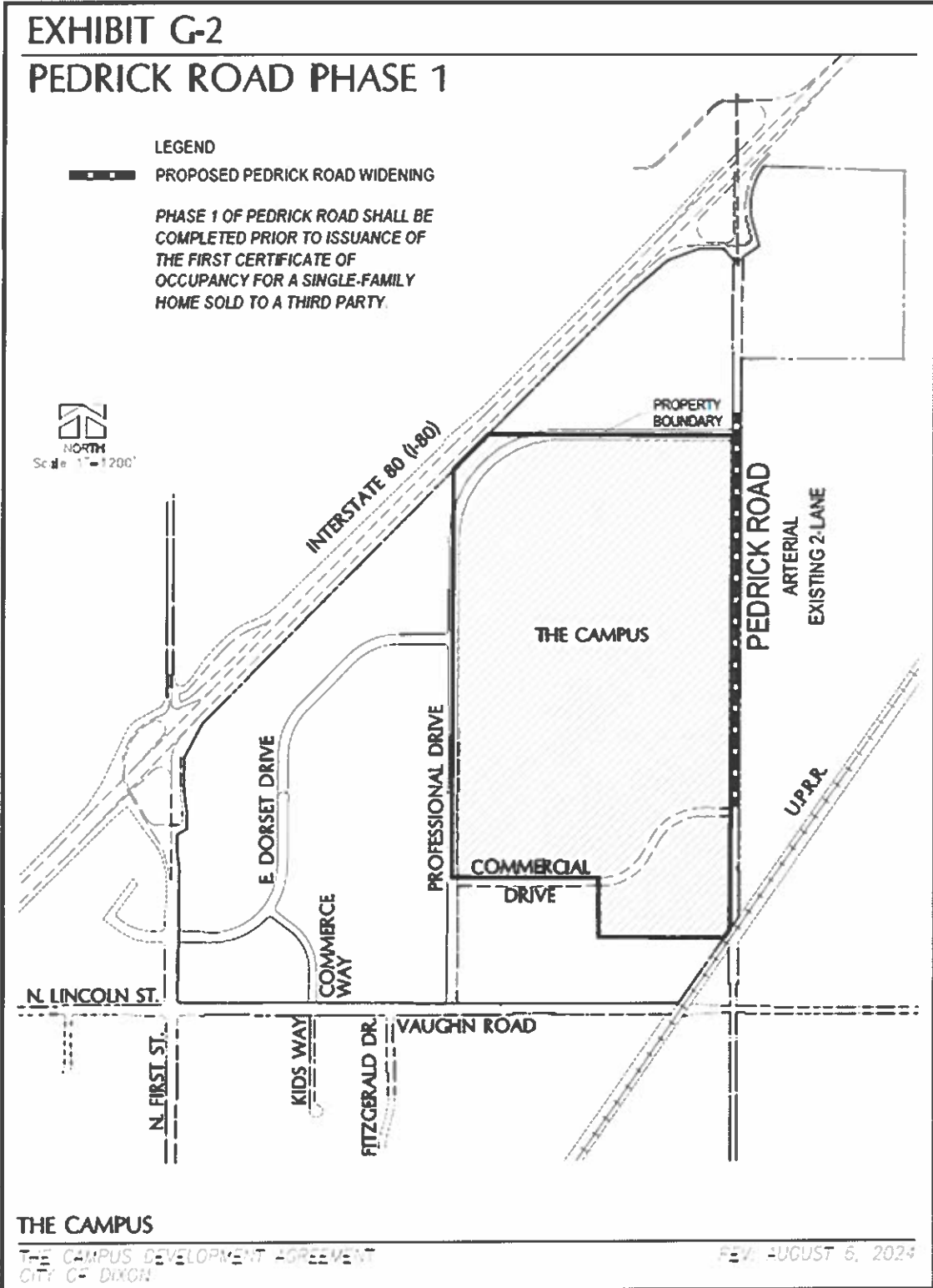


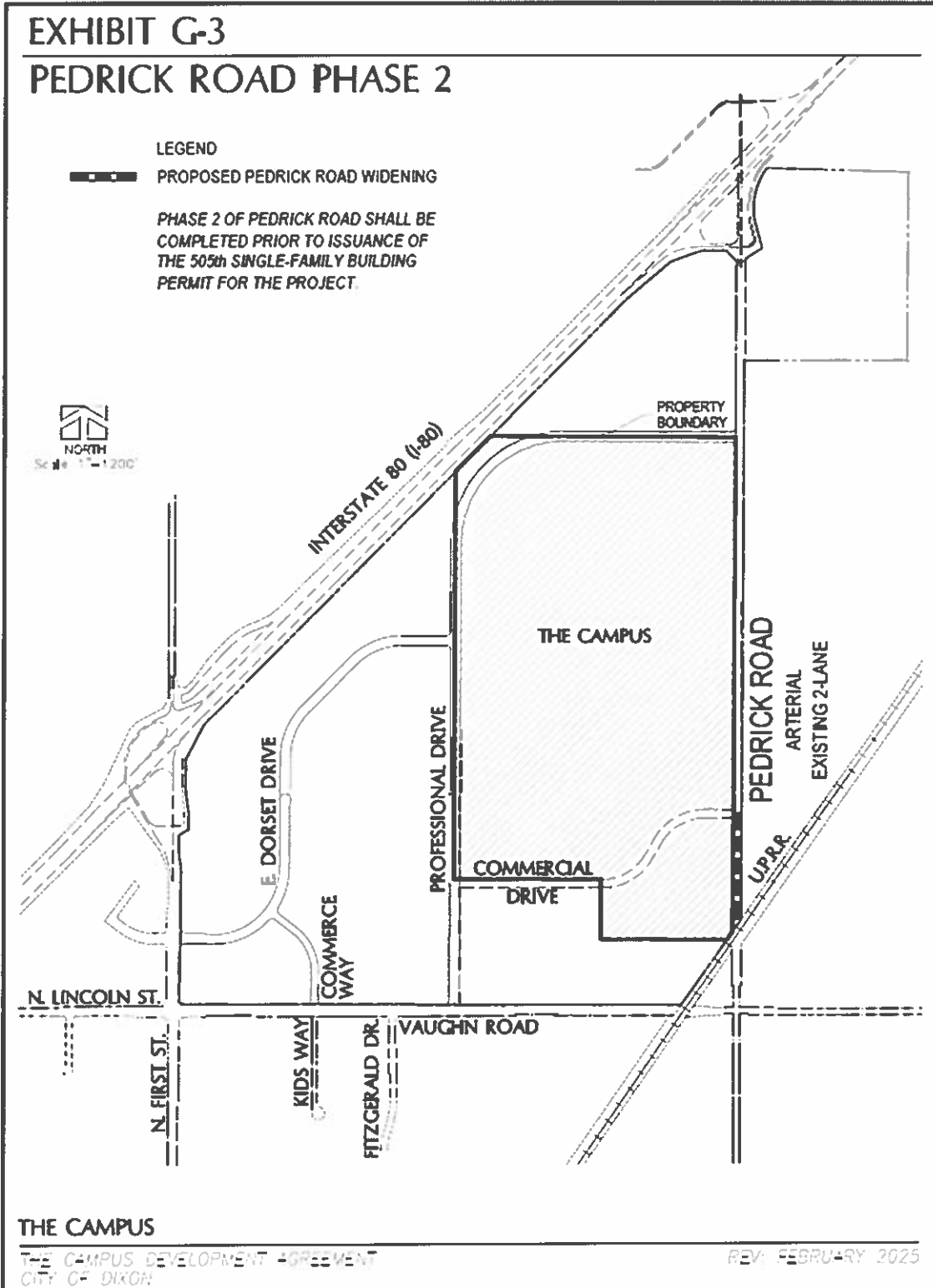
EXHIBIT G-2
Pedrick Road Phase 1



ORDINANCE NO.: 25-001

DATE: APR 01 2025

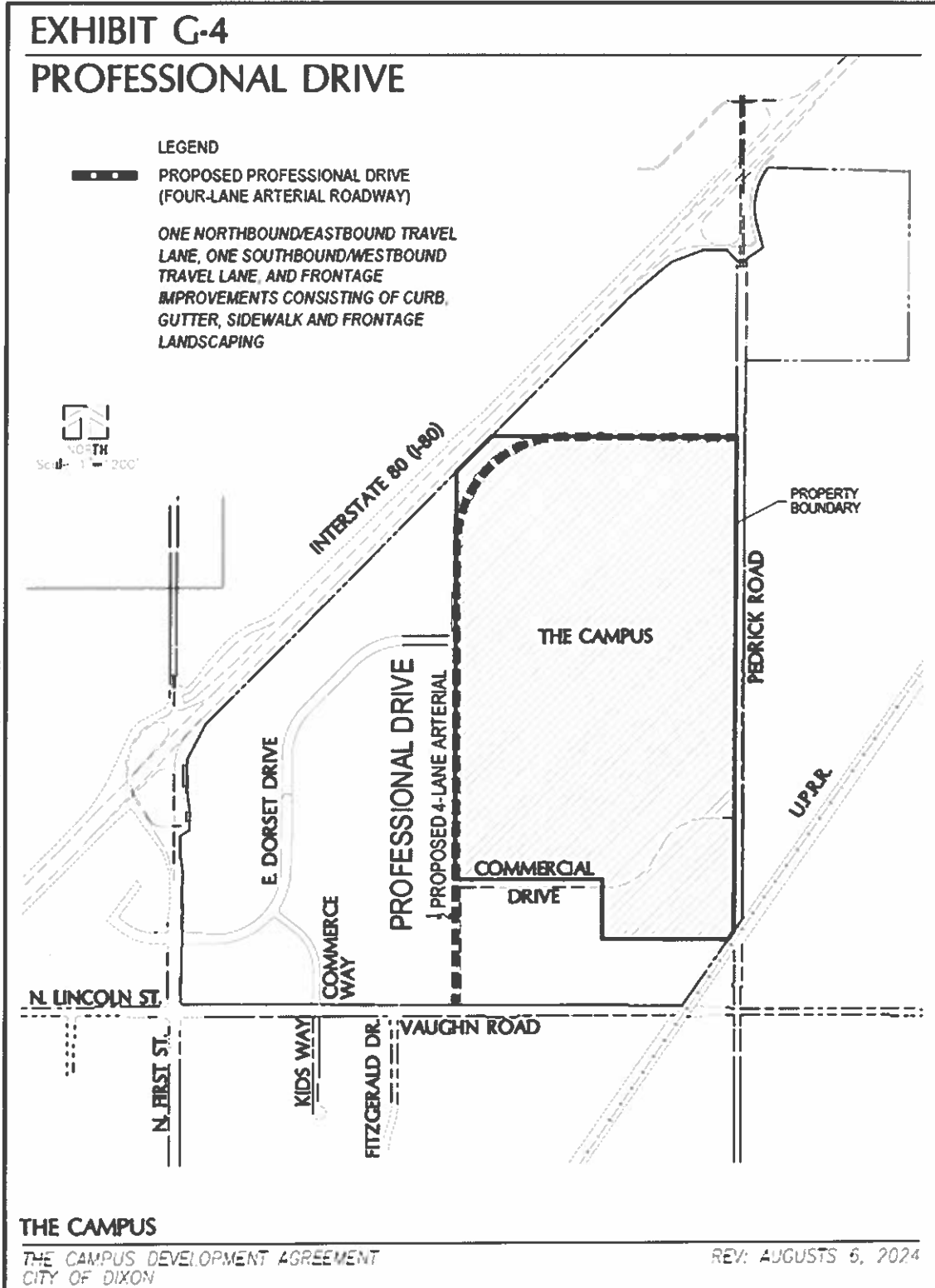
EXHIBIT G-3
Pedrick Road Phase 2



City of Dixon, Illinois, 1000 N. Lincoln St., Dixon, IL 62521, 618.282.1234, www.cityofdixon.org, 1000 N. Lincoln St., Dixon, IL 62521, 618.282.1234, www.cityofdixon.org

ORDINANCE NO.: 25-001
DATE: APR 01 2025

EXHIBIT G-4
Professional Drive



ORDINANCE NO.: **25-001**
DATE: **APR 01 2025**

EXHIBIT G-5
Professional Drive Phase 1

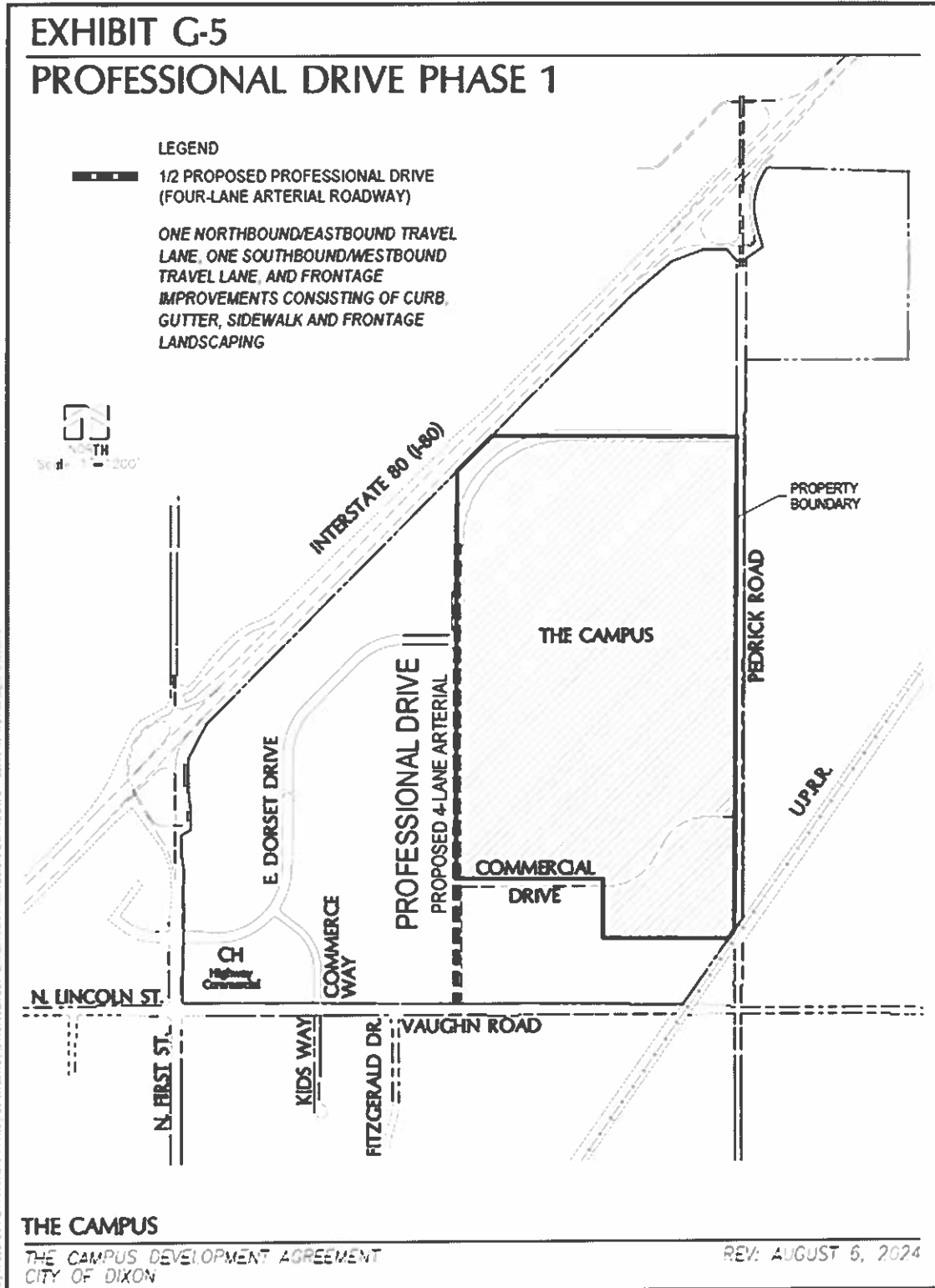
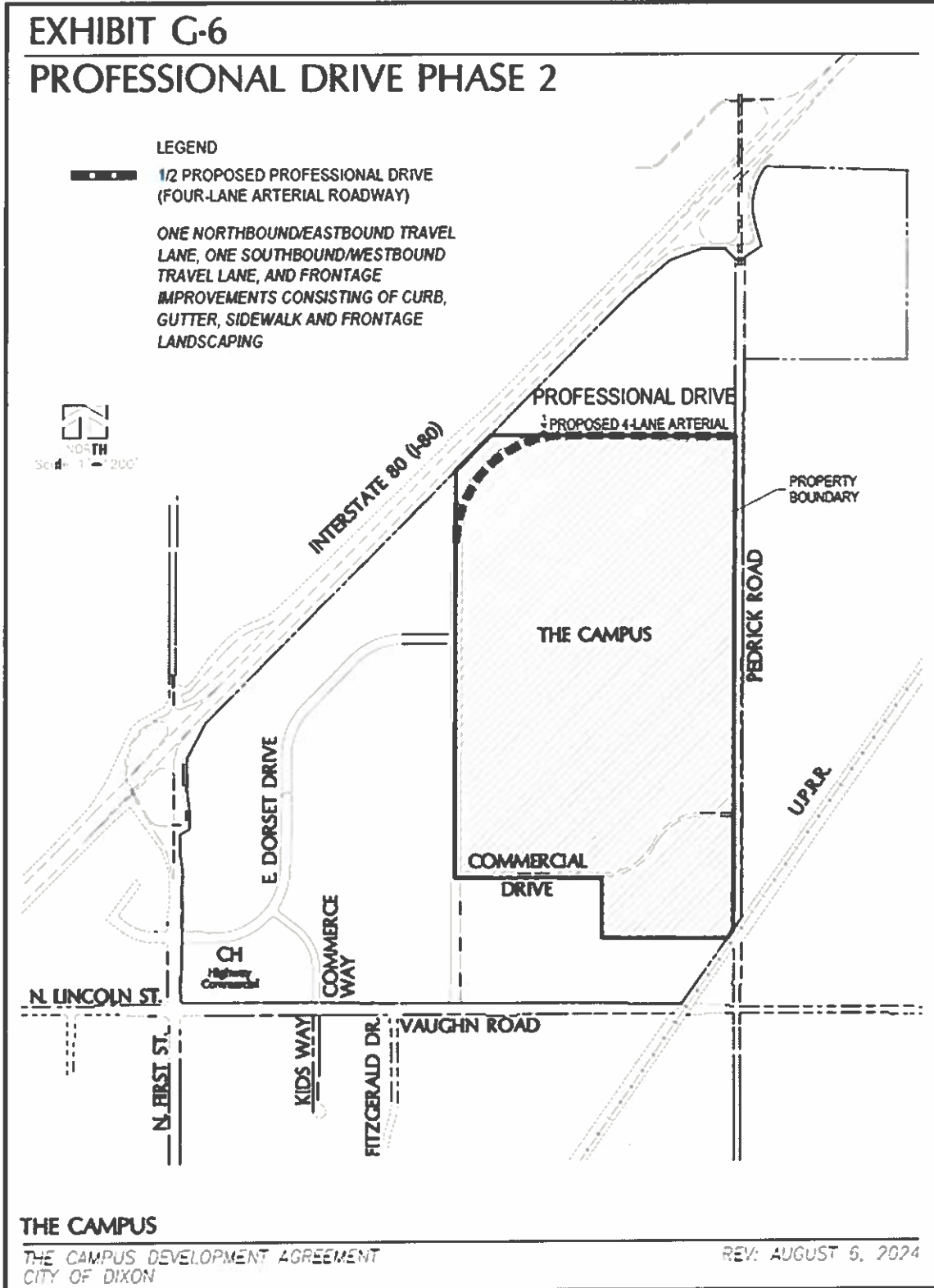


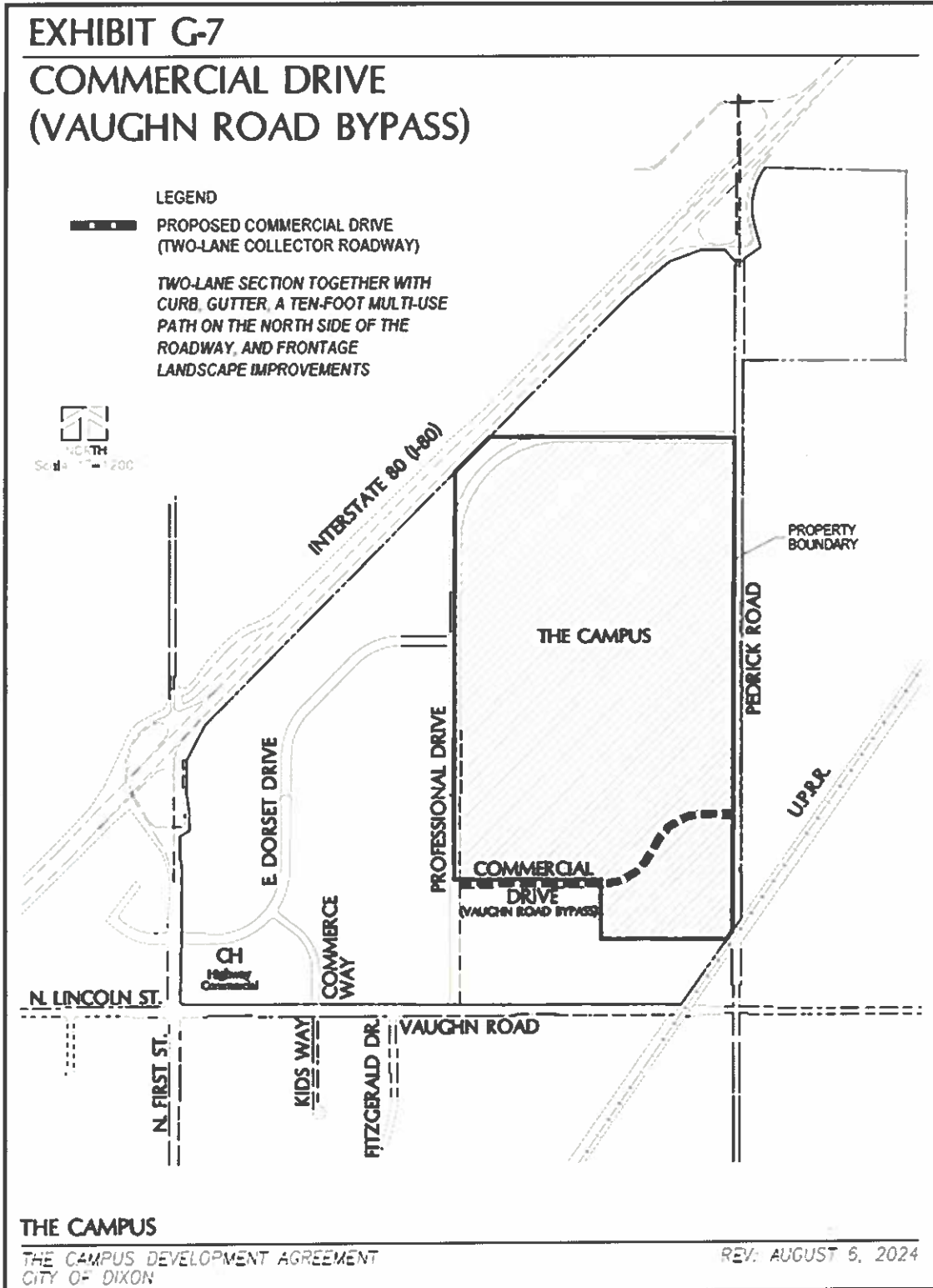
EXHIBIT G-6
Professional Drive Phase 2



ORDINANCE NO.: **25-001**

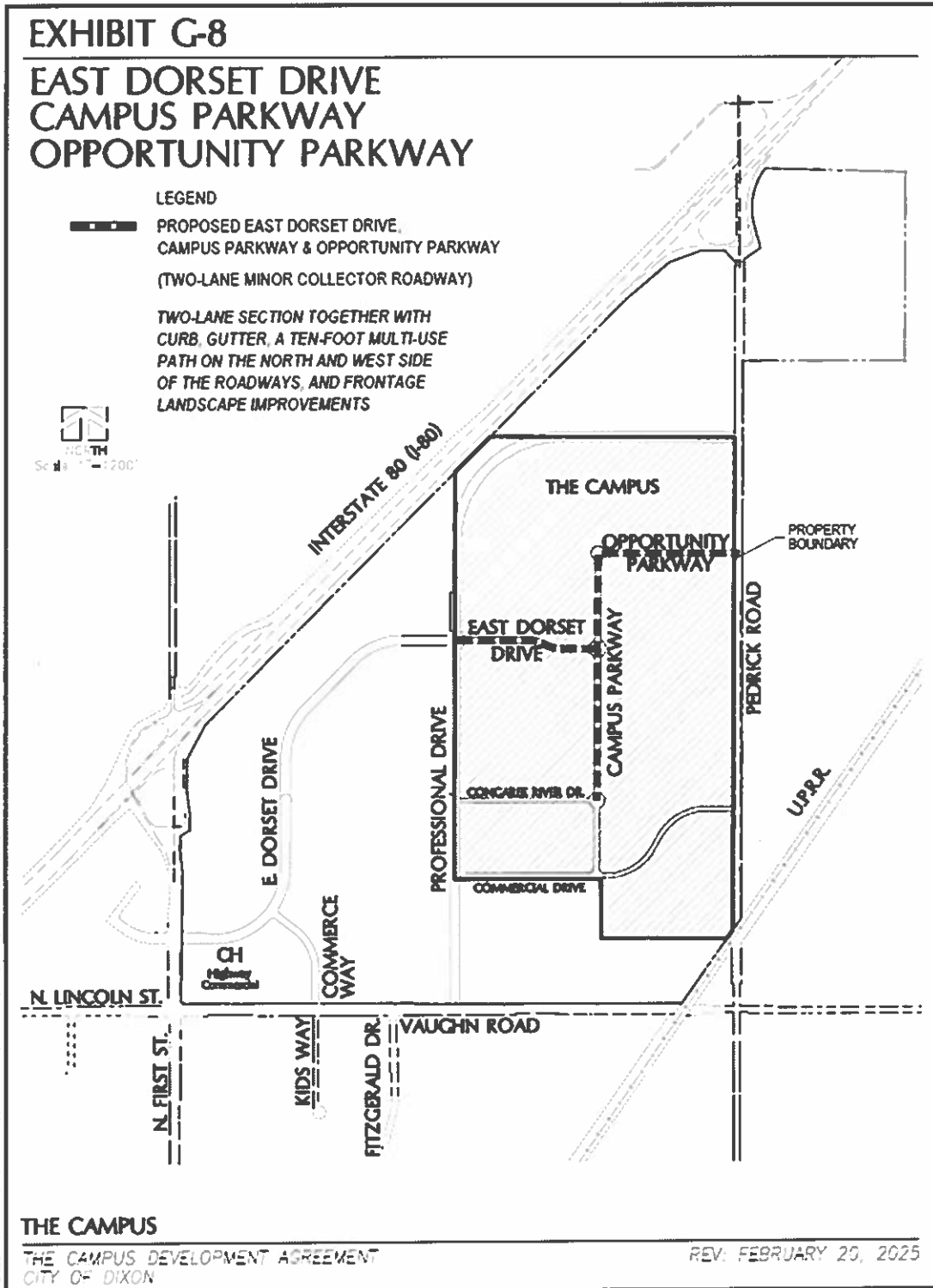
DATE: **APR 01 2025**

EXHIBIT G-7
Commercial Drive (Vaughn Road Bypass)



ORDINANCE NO.: 25-001
 DATE: APR 01 2025

EXHIBIT G-8
East Dorset Drive Campus Parkway – Opportunity Parkway



25-001

ORDINANCE NO.: _____

DATE: APR 01 2025

EXHIBIT H Development Impact Fees

TOTAL RESIDENTIAL			SINGLE FAMILY		MULTIFAMILY	
Impact Fee (By Type)	# Units / Commissions	Impact Fee/ Unit *	Total Cost per Impact Fee	# Units / Commissions	Impact Fee / Unit	Total Cost per Impact Fee
AB1600 FIRE (SFR)	816	\$2,191.17	\$1,787,994.72	225	\$1745.92	\$392,832.00
AB1600 FIRE (MFR)						
AB1600 POLICE (SFR)	816	\$872.96	\$712,335.36	225	\$694.86	\$156,343.50
AB1600 POLICE (MFR)						
AB1600 ADM INISTRATIVE (SFR)	816	\$1,714.89	\$1,399,350.24	225	\$1365.43	\$307,221.75
AB1600 ADM INISTRATIVE (MFR)						
AB1600 PARKS (SFR)	816	\$18,131.49	\$14,811,615.84	225	\$15,422.81	\$3,470,132.25
AB1600 PARKS (MFR)						
AB1600 WATER CONN 1" (DOM)	816	\$7,989.64	\$6,519,546.24	225	\$591.94	\$133,187.20
AB1600 WATER CONN 4" (DOM) - MFR				225	\$591.72	\$133,137.20
AB1600 WATER CONN 4" (DOM) - MFR				225	\$84.43	\$18,996.96
AB1600 WATER CONN 2" (IRR) - MFR						
AB1600 WASTEWATER CONN (SFD)	816	\$18,668.36	\$15,233,381.76	225	\$2,338.30	\$526,118.44
AB1600 WASTEWATER CONN 4" (MFR) - Medium Strength				225	\$2,338.30	\$526,118.44
AB1600 WASTEWATER CONN 4" (MFR) - Medium Strength						
AB1600 TRANSPORTATION (SFR)	816	\$13,596.74	\$11,094,939.84	225	\$7,690.61	\$1,730,387.25
AB1600 TRANSPORTATION (MFR)						
AB1600 STORM DRAIN (SFD) - Area D/C	\$0.00		\$0.00	\$0.00		\$0.00
AB1600 STORM DRAIN (MFD) - Area D/C	\$0.00		\$0.00	\$0.00		\$0.00
DATE	Subtotal	\$63,185.25	\$51,559,164.00	Subtotal	\$32,864.33	\$7,394,474.99
	Total	\$2,079.00	\$16,964,640.00	Total	\$1,350.00	\$303,750.00
		\$63,264.25	\$53,253,804.00		\$34,214.33	\$7,698,224.99
**These two domestic can also be 16", instead of 2, 1", but same fee						
SOLANO COUNTY PUBLIC FAC FEE (SFR)	816	\$8545.77	\$6,973,348.32	225	\$6,222.90	\$1,400,152.50
SOLANO COUNTY PUBLIC FAC FEE (MFD)						
	Subtotal		\$6,973,348.32	Subtotal		\$1,400,152.50
	Total		\$6,973,348.32	Total		\$1,400,152.50

Assumptions

1. Counted their MFD same as LOR for impact fee purposes, since detached structure.
2. Used the updated impact fee schedule that was just adopted and will be effective 3/24/25
3. Fees stated above are @ Gas fees. Developer will be entitled to fee credits for improvements constructed (i.e. Parks and Rec, Water, Transportation, and Storm Drain Improvements)

EXHIBIT I
Assignment and Assumption Agreement

RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:

City of Dixon
Dixon City Hall
600 East A Street
Dixon, California 95620-3697
Attn: City Clerk

Exempt from Recording Fees
(Gov. Code § 6103)

(Space above this line reserved for recorder's use)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of _____, 20__ ("Effective Date"), by and between _____, a _____ ("Assignor") and _____ ("Subsequent Landowner").

RECITALS

A. Assignor has entered into a Development Agreement (the "Development Agreement") with the City of Dixon, dated _____, 20__, which was recorded on _____, 20__ as Document No. _____ in Book _____, Page _____ of the Official Records of Solano County, California, pursuant to which Assignor agreed to develop certain property more particularly described in the Development Agreement as the portion of the "Subject Property" identified as _____ and subject to certain terms and conditions set forth in the Development Agreement.

B. Assignor and Subsequent Landowner have agreed to assign Assignor's interests in [all or a portion of] _____ by a deed or other written instrument, which [was or will be] recorded in the Official Records of Solano County, California, on _____, 20__, as Document No. _____ in Book _____, Page _____ of the Official Records of Solano County (herein the "Assigned Property").

C. Subsequent Landowner desires to assume all of Assignor's rights, duties and obligations under the Development Agreement with respect to the Assigned Property and to relieve Assignor of all of said assigned rights, duties and obligations in reference to the Assigned Property, to the extent permitted by the Development Agreement.

EXHIBIT I
Assignment and Assumption Agreement

NOW, THEREFORE, Assignor and Subsequent Landowner hereby agree as follows:

AGREEMENT

1. Assignor hereby assigns, effective as of [the Effective Date or Assignor's conveyance of the Assigned Property to Subsequent Landowner], all of the rights, title and interest of Applicant under the Development Agreement with respect to the Assigned Property. Assignor retains all the rights, interest, and interests under the Development Agreement with respect to all other property within the Subject Property owned by Assignor.

2. Subsequent Landowner hereby assumes all of the burdens and obligations of Assignor under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Property, it being the express intention of both Assignor and Subsequent Landowner that, upon the Effective Date, Subsequent Landowner shall become substituted for Assignor as a "Developer" under the Development Agreement with respect to the Assigned Property. Assignor acknowledges that Assignor shall remain subject to the obligations of the Development Agreement if Assignor retains any portion of the Subject Property subject to the Development Agreement.

3. All of the covenants, terms, and conditions of the Development Agreement and set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. Subsequent Landowner's address for all notices, as described in Section 13.5 of the Development Agreement, shall be as follows:

EXHIBIT I
Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the above-referenced Effective Date.

ASSIGNOR:

SUBSEQUENT LANDOWNER:

_____,

a _____,

a

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED:

City Manager