MEMBERS
S. William Abel
Clinton Jewett
Peter N. Lindquist,
Vice-Chair
Sherman MacPherson
Gene Muir
Toby Reading
Michael P. West, Chair

Department of Public Works
Mike Azevedo, Secretary to the
Airport Advisory Committee
1215 Market Street
Colusa, CA 95932
Phone: (530)458-0580
Fax: (530)458-5000
colusacountyca.iqm2.com
www.countyofcolusa.com

COLUSA COUNTY
Airport Advisory Committee

AGENDA

March 1, 2021

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

Welcome to a meeting of the Colusa County Airport Advisory Committee. If you are scheduled to address the Committee, please state your full name for the record. Regularly numbered items may be considered at any time during the meeting. All items are listed in accordance with the Ralph M. Brown act. We invite all members of the public to attend.

NOTE: Those who are in a high risk category for severe illness from COVID-19 who need a reasonable accommodation to participate in the meeting via teleconference, pursuant to the Governor's Executive Order N-29-20 dated March 17, 2020 may use teleconferencing as follows:

You can listen to the meeting by dialing one of the teleconference numbers below:

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Conference Code: **401978 (Please mute your phone when you are not speaking)**
DO NOT PUT YOUR PHONE ON HOLD

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview of the Airport Advisory Committee or Airport Land Use Commission and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of **15 minutes per issue** and each individual or group will be limited to no more than **5 minutes each**. **Note:** No Committee action shall be taken on comments received.

If you are attending via teleconference and would like to participate in the Public Comment portion of the meeting, or comment on a specific agenda item you can do so by **texting 530-501-3309** with your NAME and the Clerk will notify the Chair that you would like to comment. **Please wait for the Chair to recognize you before speaking**. *Remember to unmute your phone to speak.*

1:30 p.m. CALL TO ORDER
- Pledge of Allegiance

I. PUBLIC COMMENT

II. APPROVAL OF MINUTES
1. Airport Advisory Committee - Regular Session - January 4, 2021.

III. REPORTS
1. Director
2. Members

IV. SITTING AS THE AIRPORT LAND USE COMMISSION
1. Adopt a Resolution finding that the Golden Roots Nursery Greenhouse project is conditionally consistent with Airport Land Use Compatibility Plan.

2. Adopt Resolution making findings that the amended Colusa Industrial Park Residential Development is not consistent with the County's Airport Land Use Compatibility Plan.

ADJOURN

THE NEXT REGULAR MEETING OF THE COLUSA COUNTY AIRPORT ADVISORY COMMITTEE IS SCHEDULED FOR MAY 3, 2021.

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

All supporting documentation is available for public inspection and review in the office of the Board Clerk, 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.

MEMBERS
S. William Abel
Clinton Jewett
Peter N. Lindquist,
Vice-Chair
Sherman MacPherson
Gene Muir
Toby Reading
Michael P. West, Chair

COUNTY OF COLUSA
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COLUSA COUNTY AIRPORT ADVISORY COMMITTEE
MINUTES

Monday, January 4, 2021

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

The Colusa County Airport Advisory Committee meets in Regular Session this 4th day of January 2021 at the hour of 1:30 p.m. Present: Committee Members Gene Muir, Michael P. West, S. William Abel, Toby Reading, and Peter N. Lindquist. Present via Teleconference: Committee Member Clinton Jewett. Absent: Committee Member Sherman MacPherson.

Present: Denise Carter, Board of Supervisors.
Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO/ Clerk of the Board's Office.
Mike Azevedo, Public Works Department.
Greg Plucker, Community Development Department.
Ed Hulbert, Jake Kley, Colusa Industrial Properties.
Randy Parker, RPTS Development, Inc.
Randy Johnson, Colusa citizen.

Present via Teleconference: Richard Selover, Colusa citizen.

Pledge of Allegiance

I. PUBLIC COMMENT
None.

II. APPROVAL OF MINUTES
1. Airport Advisory Committee – Special Session - November 6, 2020.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Muir
SECONDER:	Lindquist
AYES:	Muir, West, Abel, Reading, Lindquist, Jewett
ABSENT:	MacPherson

Minutes Acceptance: Minutes of Jan 4, 2021 1:30 PM (APPROVAL OF MINUTES)

III. REPORTS

1. Director

Mr. Azevedo states they will begin geotechnical investigation for projects at the airport, which will close areas near the hangars, and portions of the runway and taxiways temporarily at times this week.

2. Members

Chair West requests an update regarding issues pertaining to the hangar lease agreements and further requests that a discussion item be placed on the next agenda to discuss the possibility of building new hangars.

Mr. Azevedo states that a meeting has been scheduled this week to discuss hanger lease agreement issues. He further states, he hopes to bring a discussion item forward about the construction of hangars by the next meeting.

Comments received by Ms. Tyler.

Chair West requests guidance from Counsel regarding Brown Act compliance for Airport Advisory Committee Members that are also members of the Colusa County Aviation Association.

Mr. Kropf states that if items pertaining to the Management Agreement are not brought before the Airport Advisory Committee for advisement, the Committee Members will remain in Compliance with the Brown Act.

IV. SITTING AS THE AIRPORT ADVISORY COMMITTEE

1. Approve the 2021 Airport Advisory Committee Meeting Schedule.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Abel
SECONDER:	Lindquist
AYES:	Muir, West, Abel, Reading, Lindquist, Jewett
ABSENT:	MacPherson

V. SITTING AS THE AIRPORT LAND USE COMMISSION

Chair West adjourns the Colusa County Airport Advisory Committee at 1:48 p.m. and states the Committee Members are now sitting as the Airport Land Use Commission, with all Commissioners present, except Commissioner MacPherson.

Comments received by Mr. Plucker, Mr. Hulbert, Mr. Kley, Mr. Parker and Mr. Selover.

1. Adopt **Resolution No. 20-001** making a finding that RPTS Development, Inc.'s Development Agreement with the City of Colusa is compatible with the County's Airport Land Use Compatibility Plan with conditions prohibiting access to Farinon Road and changing the address of the building to reflect its alternative access route of either Niagara Drive or Sunrise Boulevard.

Minutes Acceptance: Minutes of Jan 4, 2021 1:30 PM (APPROVAL OF MINUTES)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Abel
SECONDER:	Muir
AYES:	Muir, West, Abel, Reading, Lindquist, Jewett
ABSENT:	MacPherson

Chair West adjourned the meeting at 2:35 p.m. to reconvene in Regular Session on March 1, 2021 at the hour of 1:30 p.m.

_____
Michael P. West, Chair

Attest: Wendy G. Tyler,
Clerk to the Board of Supervisors

BY_____
Melissa Kitts, Deputy Clerk

Minutes Acceptance: Minutes of Jan 4, 2021 1:30 PM (APPROVAL OF MINUTES)

COUNTY OF COLUSA, CA

Request For Airport Advisory Committee

MEETING DATE: **March 1, 2021**

DEPARTMENT: **Community Development Department**

FROM: **Kent Johanns**

SUBJECT: **Golden Roots Nursery (Ranveer Tumber) Greenhouse Project**

SITTING AS AIRPORT LAND USE COMMITTEE

Adopt a Resolution finding that the Golden Roots Nursery Greenhouse project is conditionally consistent with Airport Land Use Compatibility Plan.

PROJECT OVERVIEW

Referral Agency:
Kent Johanns
Associate Planner
County of Colusa
220 12th Street
Colusa, CA 95932
(530) 458-0483

Property Owner:
Colusa Industrial Properties (CIP)
50 Sunrise Blvd.
Colusa, CA 95932
(530) 682-7432

Applicant:
Ranveer Tumber
Golden Roots Nursery
2151 Redding Avenue
Yuba City, CA 95993

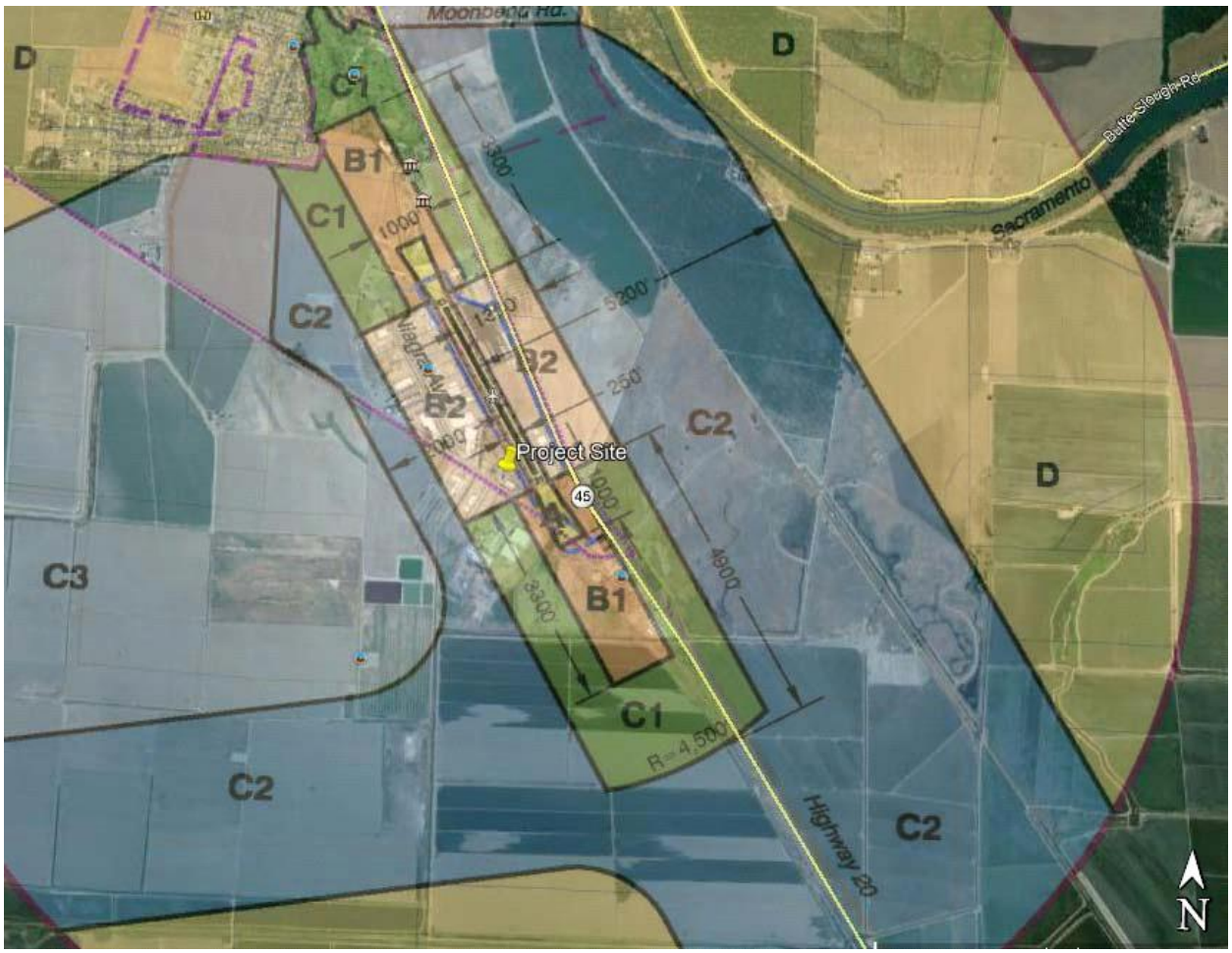
Project Summary:

The project consists of the construction of a 13,440 square foot greenhouse complex on a 3.24 acre parcel. The greenhouse complex will be composed of seven gutter connected greenhouses measuring 20 feet wide by 96 feet long with maximum height of 11 feet 8 inches. The facility will have approximately five employees who will normally be on site during the operating hours of 6:00 am to 4:00 pm. The facility will be utilized for early stage development of walnut, almond, and possibly cannabis clones in

the future. The greenhouses will be illuminated so that the plants receive 24 hours of light a day (the lights are on all night). The greenhouses will be coated with poly film to reduce light and glare. There are no on site sales or public access to the facility. All plants are sold wholesale and delivered on regular basis by standard pickup trucks and utility trailers. (Exhibit A)

Location:

The project site has an address of 2854 Niagara Avenue in an unincorporated area of Colusa. As shown below, the lot is located northeast of Niagara Avenue and southwest of the Colusa County Airport at the south end of the airport. (APN: 017-130-001). The site is located in Compatibility Zone B2 of the Airport Land Use Compatibility Plan (ALUCP) as shown below



Background:

Golden Roots Nursery has been operating a similar greenhouse operation on Farinon Road, which is approximately 22,000 square feet in size to the northeast of the Airport Runway 13 for the past several years. This project was reviewed by ALUC in 2018 and found to be consistent with ACLUP. The applicant also operates a cloning operation

inside the existing 9,430 square foot building on the project site. This facility is dedicated primarily to cannabis clone production and is currently permitted under Cannabis License #19-01 (CL #19-01). Cannabis cultivation in the proposed greenhouse complex will not be allowed while the site is in the County's jurisdictions unless License CL #19-01 is amended.

ANALYSIS:

Proposed Greenhouses

Due to the proximity of Colusa County Airport Runway 31, approximately 380 feet to the northeast, the applicant was required to contact the Federal Aviation Administration to evaluate the encroachment into the FAR PART 77 50 to 1 imaginary surface. While the proposed greenhouse complex has a maximum height of 11 feet 8 inches, the applicant had the FAA determination analyzed at a height of 20 feet. The structure received a "Determination of No Hazard to Air Navigation." (Exhibit B)

The proposed greenhouse complex is 13,440 square feet in size and is subject to ALUC review based on Policy 2.2.2 (h) of the ALUCP, because it is non-residential development over 10,000 square feet in size within the Airport Influence Area. As shown above the project is in Compatibility Zone B2. In the B2 Compatibility Zone, the Maximum Sitewide Average Intensity (60 people/acre) would allow 194 persons on the site with no more than 180 persons in a single-acre based on the Maximum Single Acre Intensity (180 persons/acre).

B2 Compatibility Zone			
Density Intensity			
	People/Acre	Site Size (Acres)	Allowed Persons
Maximum Site Wide Average	60	3.24	194
Maximum Single Acre	180	1.00	180

The proposal states that there will be approximately five employees in addition to the eight employees already on site in the existing building. At 13 employees, the total number of employees on site is well below the Intensity Criteria of Table 3A, Compatibility Zone B2 of the ALUCP and, thus, would be consistent with the ACLUP.

The applicant has provided a lighting plan (Exhibit C) which details that the greenhouses will be illuminated with low intensity LED lighting. The "string lights" will be oriented downward with a 60 degree beam as to not create glare. The lights will be used to supplement daylight so they receive 24-hours of illumination. There will be 224 lights which will use 85 watts of electricity each for a total of 19,041 watts, with the greenhouse complex covering 13,440 square feet this results in 1.4 watts per square foot. For comparison High Intensity Discharge Lighting (HID) used for flowering of plants average 41.66 watts per square foot. There will also be exterior security lighting which will consist of motion sensor lighting placed every 40 feet around the perimeter of the greenhouses. The security lights will only be triggered by movement within the existing fence line which encompasses the majority of the 3.24 acre site.

The project is also subject to review under ACLUP Policy 2.2.2 (I), because the greenhouses will be illuminated and may have the potential to create visual hazards to aircraft in flight. The existing Golden Roots Nursery greenhouse operation located northeast of the airport was the subject of ALUC review in 2018. During the review of this previously approved project, ALUC staff made several recommendations to the applicant regarding light mitigating materials. These mitigating materials consisted of coating the greenhouses with opaque light diffusing materials.

Based upon the information above staff is recommending that the Golden Roots Nursery project be found to be consistent with the ACLUP as conditioned in the draft resolution.

PUBLIC COMMENTS:

No public comments have been received at this time. If comments are received following distribution of this staff report, those comments will be provided to the Airport Land Use Commission at the meeting.

ALUC STAFF RECOMMENDATION:

Staff recommends that the Commission adopt the proposed Resolution finding that this project is consistent with Airport Land Use Compatibility Plan subject to the conditions contained in the Resolution.

PRIOR COMMITTEE ACTION

None

FISCAL IMPACT/FUNDING SOURCE

None

PREPARATION:

Prepared By:

Kent Johanns, Associate Planner (530) 458-0483

ACTION FOR THE CLERK

Assign the applicable Resolution Number, Obtain the Chair's signature on the resolution and forward an electronic copy to the Community Development Director and a hard copy to:

Ranveer Tumber
Golden Roots Nursery
2151 Redding Avenue

RESOLUTION NO. 21-

A RESOLUTION OF THE COLUSA COUNTY AIRPORT LAND USE COMMISSION MAKING AIRPORT LAND USE COMPATIBILITY PLAN CONSISTENCY FINDINGS REGARDING THE CONSTRUCTION OF A GREENHOUSE COMPLEX IN THE COLUSA INDUSTRIAL PARK

WHEREAS, Ranveer Tumber (Golden Roots Nursery) has submitted conceptual plans for the construction of a greenhouse complex 13,440 square feet size with a maximum height of 11 feet 8 inches.

WHEREAS, the Property is located north/northeast of Niagara Road and the south end of the Colusa County airport within Zone B2 of the Colusa County's Airport Influence Area as defined by Map 3A contained within the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, the proposed greenhouse plans are required to be submitted to the Colusa County Airport Land Use Compatibility Plan pursuant to Section 2.2.2 (h) and (l) (non-residential development over 10,000 square feet in size and lighting which may create visual hazards to aircraft in flight) of the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, the County of Colusa has referred the proposed project to the Airport Land Use Commission for a determination of consistency with the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, on March 1, 2021 the Airport Land Use Commission reviewed the proposed project for consistency with the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, during the Airport Land Use Commission review it considered the staff report, the requirements of the Airport Land Use Compatibility Plan, and all orally and written testimony presented concerning the application.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Airport Land Use Commission finds the following:

I. The Commission can only make a finding of consistency or inconsistency for the proposed greenhouse complex and is unable to make any finding of consistency with respect to any future use or development on the project site and, as such, all future uses and development must be submitted to the County to determine if the Commission is required to make a review of consistency consistent with the ALUCP.

A. Density of the Number of Persons on the Site

1. Pursuant to Table 3A of the Airport Land Use Compatibility Plan the maximum number of persons that can be on the site at any one time is 194 persons. Whereas the maximum number of persons proposed to be on the site at any one time is 13 persons.

Attachment: DRAFT ALUC Resolution Regarding Consistency with ALUCP (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

B. **Golden Roots Greenhouse Complex Consistency with the ACLUP**

1. The proposed 13,440 square foot greenhouse complex was required to be reviewed for consistency with the Airport Land Use Compatibility Plan pursuant to Section 2.2.2(h) of the Airport Land Use Compatibility Plan and this consistency review occurred at the Commission's March 1, 2021 meeting.

2. The proposed 13,440 square foot greenhouse complex lighting plan was required to be reviewed for consistency with the Airport Land Use Compatibility Plan pursuant to Section 2.2.2(l) of the Airport Land Use Compatibility Plan and this consistency review occurred at the Commission's March 1, 2021 meeting.

3. During the March 1, 2021 meeting, the Commission considered the Federal Aviation Administration (FAA) Determination of No Hazard to Air Navigation.

4. At the March 1, 2021 meeting, the Commission found that the proposed greenhouse complex was consistent with the Airport Land Use Compatibility Plan on the condition that the proposed greenhouse complex shall be constructed in accordance with the proposed building plans detailed in Exhibits "A" and "C" attached to the March 1, 2021 staff report which calls for the use of opaque light diffusing materials on the greenhouse roofs and siding, that the proposed lighting utilize the low-intensity lighting, and that any exterior lighting be shielded and directed downward to reduce light and glare to the satisfaction of the Community Development Director.

PASSED AND ADOPTED this 1st day of March, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Michael P. West, Chair
Airport Land Use Commission

ATTEST: Wendy G. Tyler, Secretary
to the Airport Land Use Commission

_____
Melissa Kitts, Deputy Clerk

ATTEST TO FORM

_____
Marcos Kropf, County Counsel

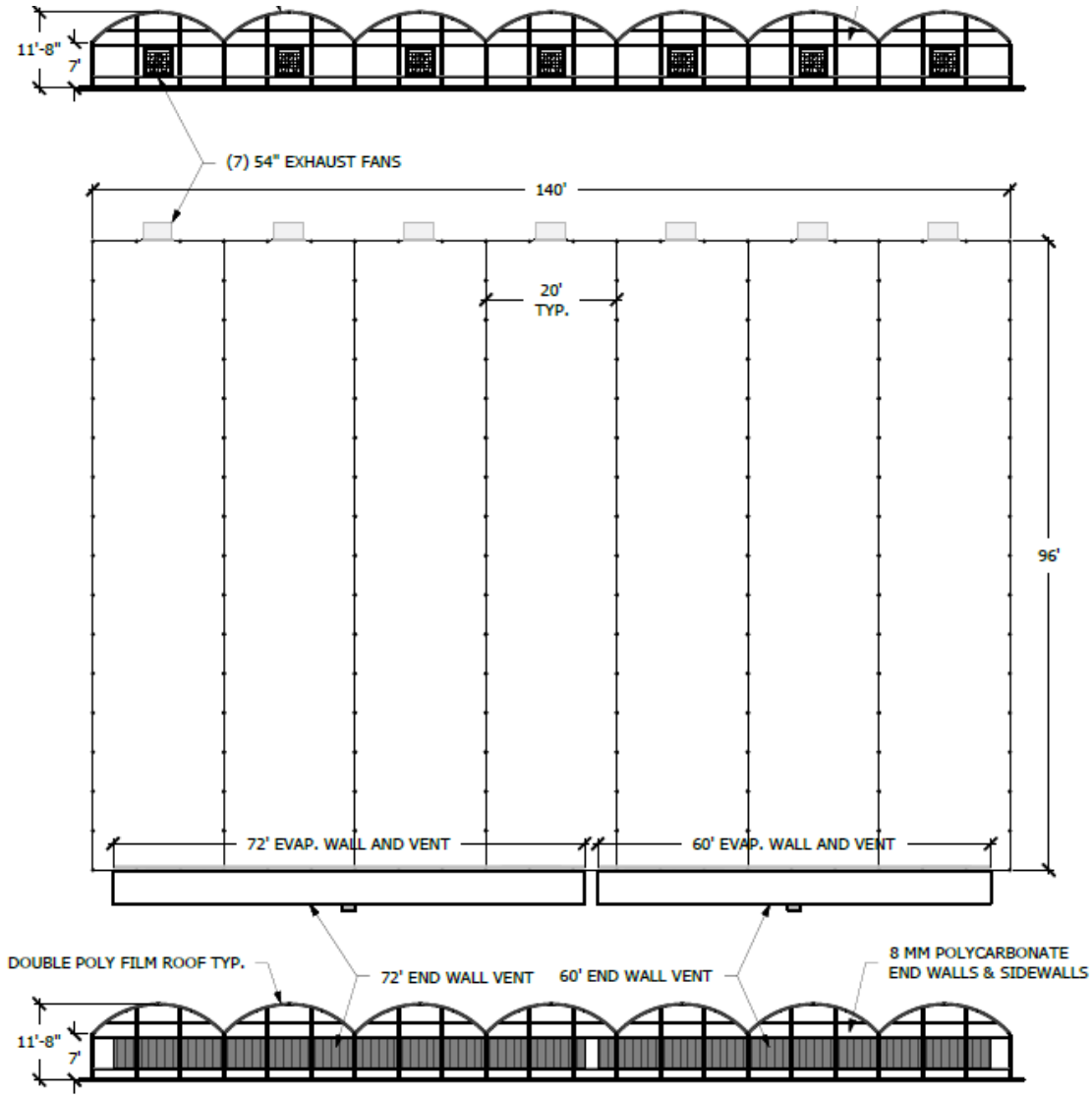
Attachment: DRAFT ALUC Resolution Regarding Consistency with ALUCP (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

Exhibit A

Construction of Greenhouses

2854 Niagara Ave

Attachment: Exhibit "A" Project Description and Greenhouse Plans (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))



Project consists of constructing 7 Gutter Connected Greenhouses.

Greenhouses will be 11’8” in height at their peak.

These greenhouses are made of roll formed galvanized steel with polycarbonate walls.

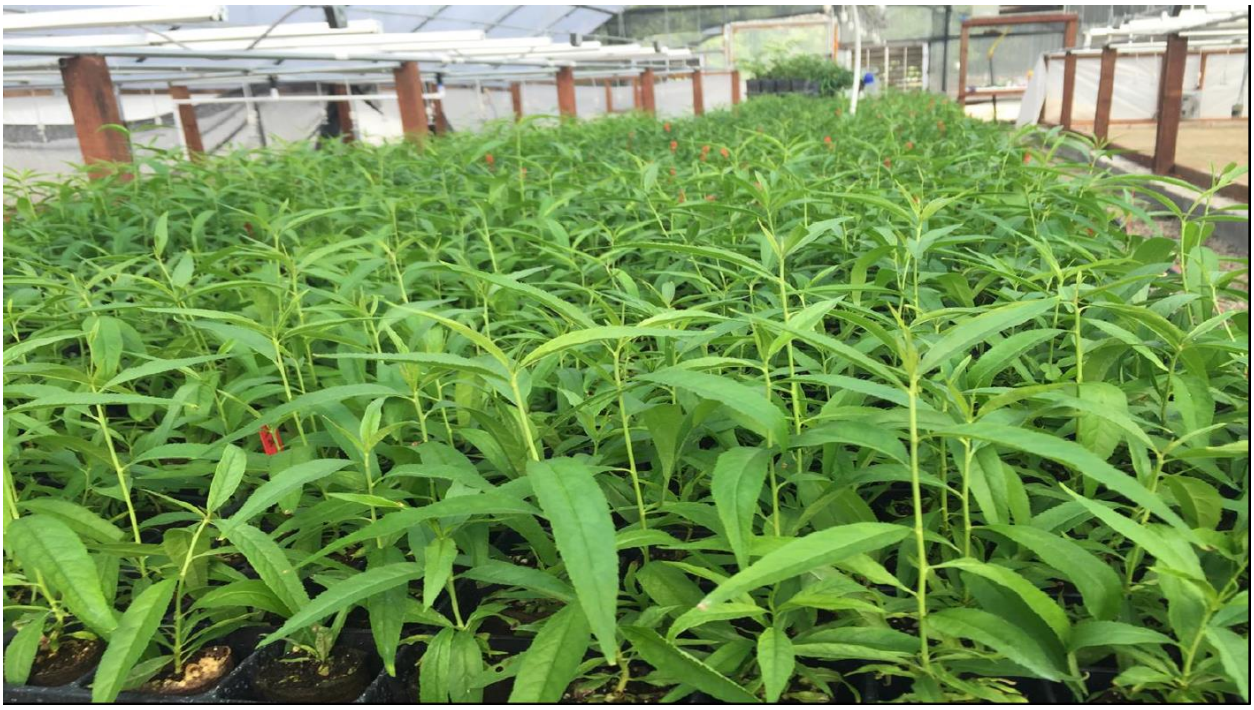
Once constructed, our greenhouse area will be 13,440 sq ft.

This area will consist of approx. 5 employees.

Normal operating Hours are from 6 am to 4 pm.

There will be no onsite sales or public access. All plants are delivered wholesale on a schedule, therefore there will be no substantial increase in vehicle traffic. No semi-trucks are used to deliver plants, they are delivered via utility trailer pulled by a standard pickup truck.

Attachment: Exhibit "A" Project Description and Greenhouse Plans (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))



These are almond and walnut plants in our greenhouse, we took the smaller plants in plugs and potted them up.

Attachment: Exhibit "A" Project Description and Greenhouse Plans (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Exhibit B

Aeronautical Study No
2020-AWP-10714-OE

Issued Date: 11/24/2020

Ranveer Tumber
Golden Roots Nursery
2021 Blevin Road
Yuba City, CA 95993

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Greenhouse
Location:	colusa, CA
Latitude:	39-10-32.60N NAD 83
Longitude:	121-59-33.10W
Heights:	48 feet site elevation (SE)
	20 feet above ground level (AGL)
	68 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 05/24/2022 unless:

Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No
2020-AWP-11374-OE

Issued Date: 11/24/2020

Ranveer Tumber
Golden Roots Nursery
2021 Blevin Road
Yuba City, CA 95993

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Greenhouse CORNER 2
Location:	colusa, CA
Latitude:	39-10-33.12N NAD 83
Longitude:	121-59-34.86W
Heights:	48 feet site elevation (SE)
	20 feet above ground level (AGL)
	68 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 05/24/2022 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

6 months of the date of this determination. In such case, the determination expires on the da prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

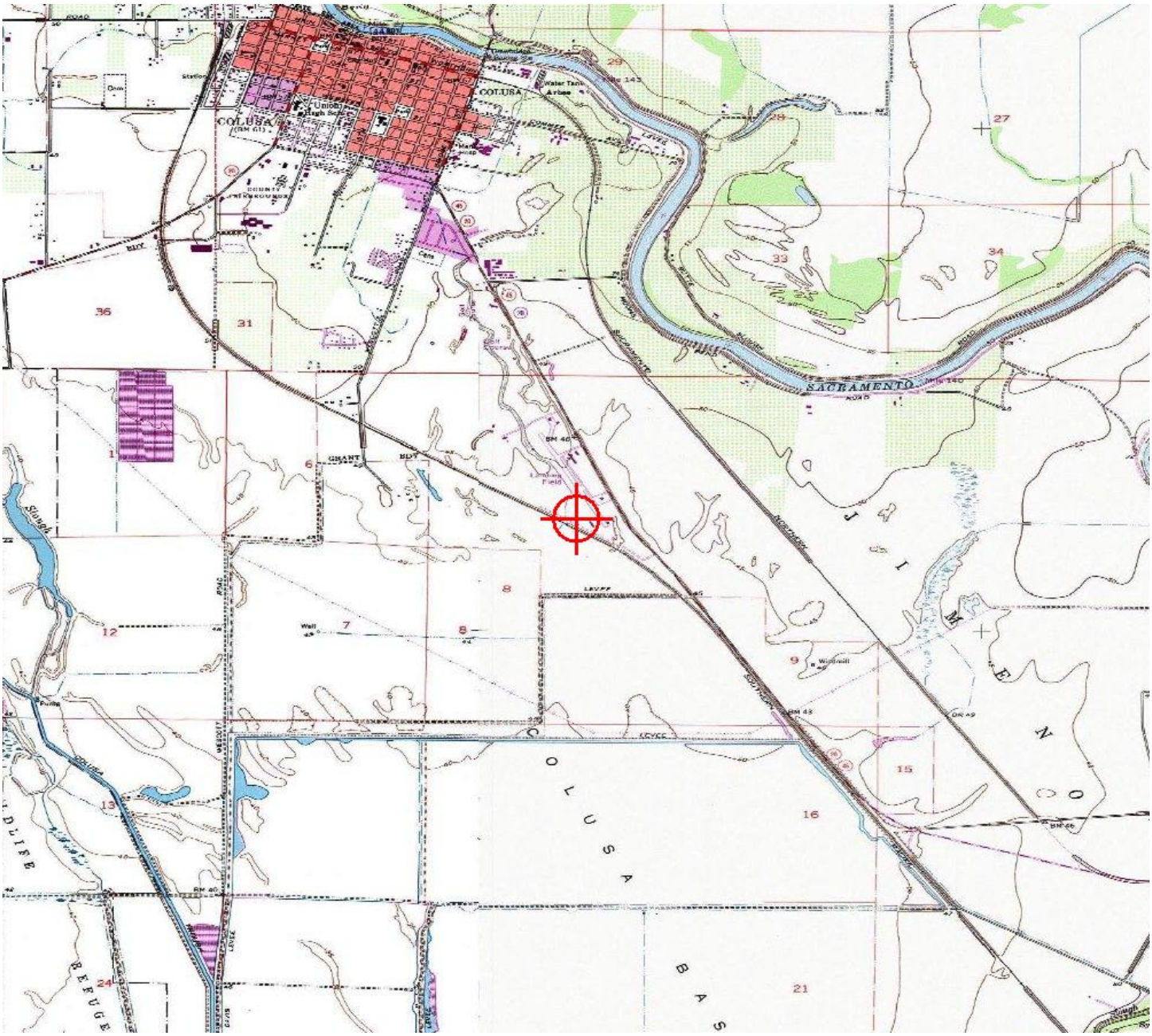
This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-11374-OE.

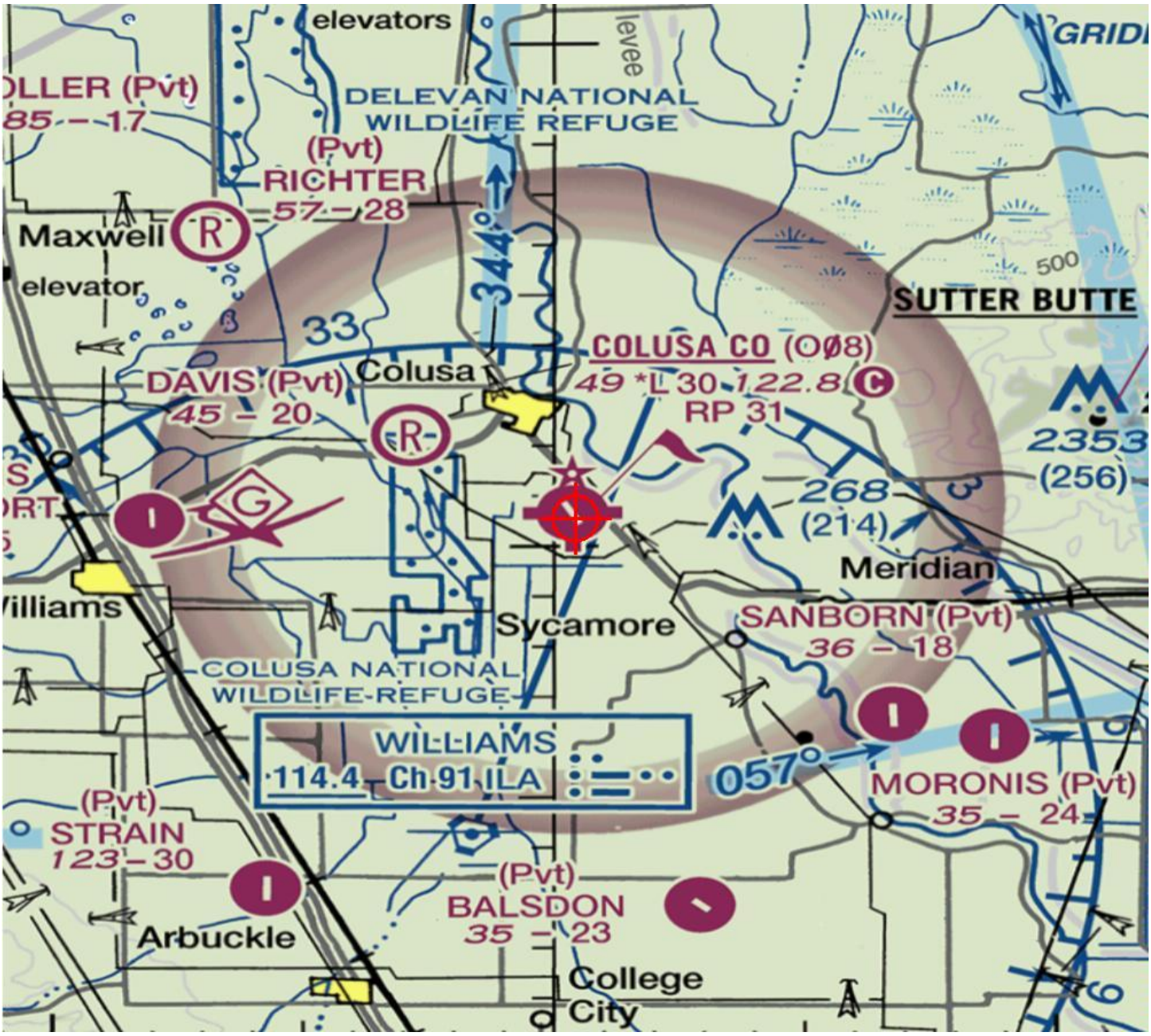
Signature Control No: 452850933-457628017 (DNE)
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))



Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))



Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.

(b) extended, revised, or terminated by the issuing office.

(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before December 24, 2020. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Rules and Regulations Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Washington, DC 20591, via email at OEPetitions@faa.gov, or via facsimile (202) 267-9328.

This determination becomes final on January 03, 2021 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone – 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed

structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Daniel Shoemaker, at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-10714-OE.

Signature Control No: 450994812-457627985 (DNH)
Mike Helvey
Manager, Obstruction Evaluation Group

Attachment(s)
Additional Information
Map(s)

Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

Aeronautical Study Number 2020-AWP-10714-OE

Abbreviations

AGL - above ground level	AMSL - mean sea level	RWY - runway
VFR - visual flight rules	IFR - instrument flight rules	nm - nautical mile

Part 77 - Title 14 Code of Federal Regulations (CFR) Part 77, Objects Affecting Navigable Airspace

1. LOCATION OF PROPOSED CONSTRUCTION

This proposal is for a 68-foot AMSL (20-foot AGL) corner of a greenhouse, to be located approximately 524 feet west-northwest of the RWY 31 threshold at Colusa County Airport (O08). The O08 airport elevation is 49 feet AMSL.

2. OBSTRUCTION STANDARDS EXCEEDED

The structure is identified as an obstruction under the following Part 77 standard:

Section 77.19(e): The transitional surface area designated under Part 77.19 to protect aircraft during the final approach phase of flight and prevent tall structures from being constructed in close proximity to the runway. The proposed greenhouse would exceed the O08 RWY 13/31 transitional surface area by three feet.

3. EFFECT ON AERONAUTICAL OPERATIONS

a. The impact on arrival, departure, and en route procedures for aircraft operating under VFR: The proposed greenhouse would exceed the O08 RWY 13/31 Part 77 transitional surface by three feet.

b. The impact on arrival, departure, and en route procedures for aircraft operating under IFR: None.

c. The impact on all planned public-use airports and aeronautical facilities: None.

d. The cumulative impact resulting from the proposed construction or alteration of a structure when combined with the impact of other existing or proposed structures: None.

4. CIRCULATION AND COMMENTS RECEIVED

The proposal was not circularized for public comment, as it would be located adjacent to an existing taller building, which is located closer to the O08 RWY 13/31 and which penetrates the RWY 13/31 transitional surface to a greater degree than the proposed greenhouse would. Per FAA Order 7400.2J, Procedures for Handling Airspace Matters, structures that would be located in close proximity to other existing or previously studied structures of equal or greater height, and which would have no greater effect on air navigation than the existing or previously studied structures, do not require circularization. The proposed structure meets this condition, and, therefore, was not circularized for public comment. However, the fact that this proposal was not circularized does not abrogate the public's right to petition this determination.

5. DETERMINATION - NO HAZARD TO AIR NAVIGATION

It is determined that the proposed construction would not have a substantial adverse effect on the safe and efficient use of navigable airspace by aircraft.

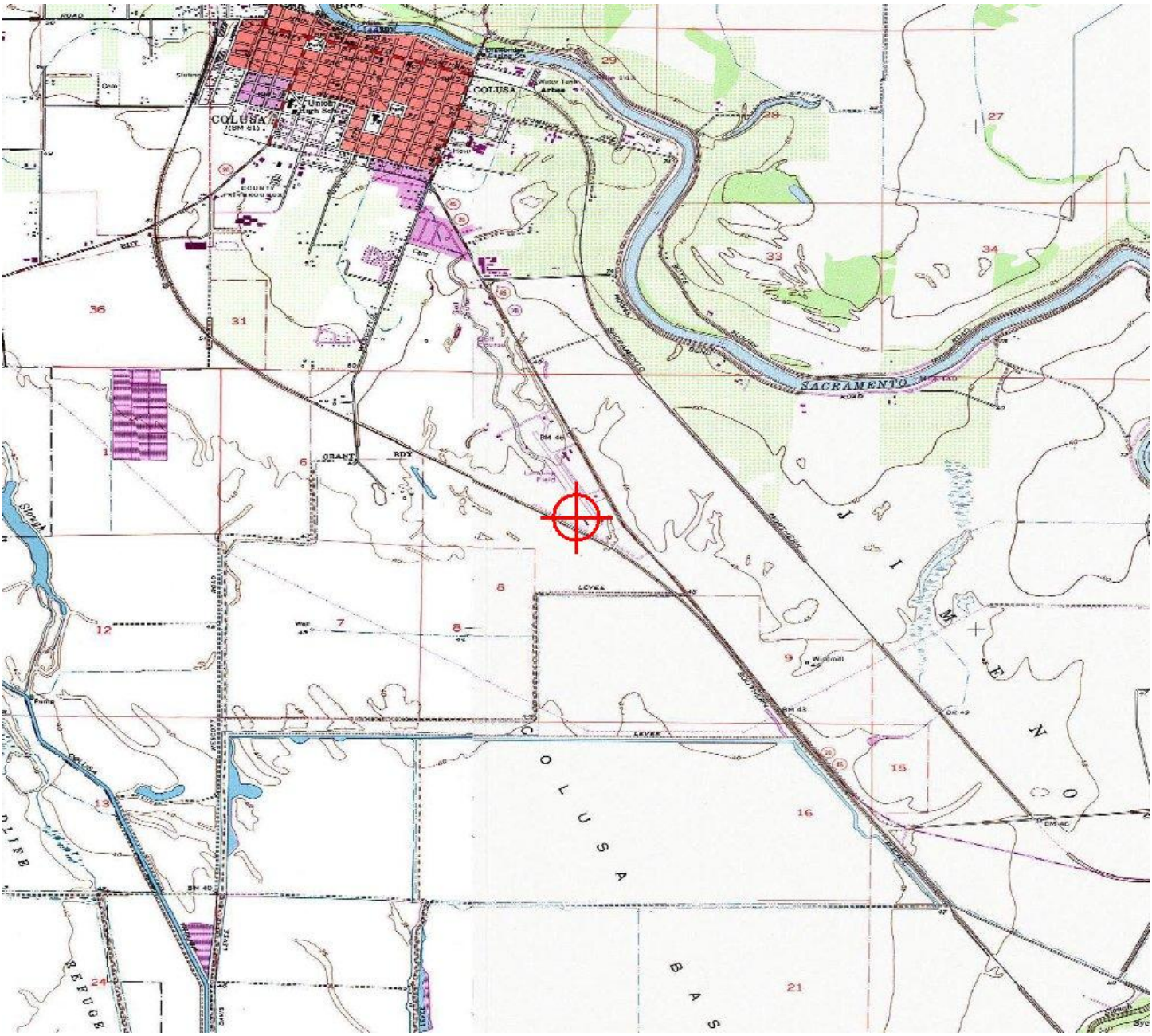
6. BASIS FOR DECISION

Part 77 establishes standards for determining obstructions to air navigation. A structure that exceeds one or more of these standards is presumed to be a hazard to air navigation unless the obstruction evaluation study

Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

determines otherwise. Just because a proposed structure exceeds a Part 77 surface does not automatically make it a hazard. In this case, this corner of the proposed greenhouse would exceed the Part 77 transitional surface of the O08 RWY 13/31 by three feet. However, it will be adjacent to a taller existing building that has a greater aeronautical effect on O08, and it is the only corner that exceeds a Part 77 surface. The corner of the proposed greenhouse would have no effect on instrument procedures, and no other aeronautical effects were identified as a result of the aeronautical study.

Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))



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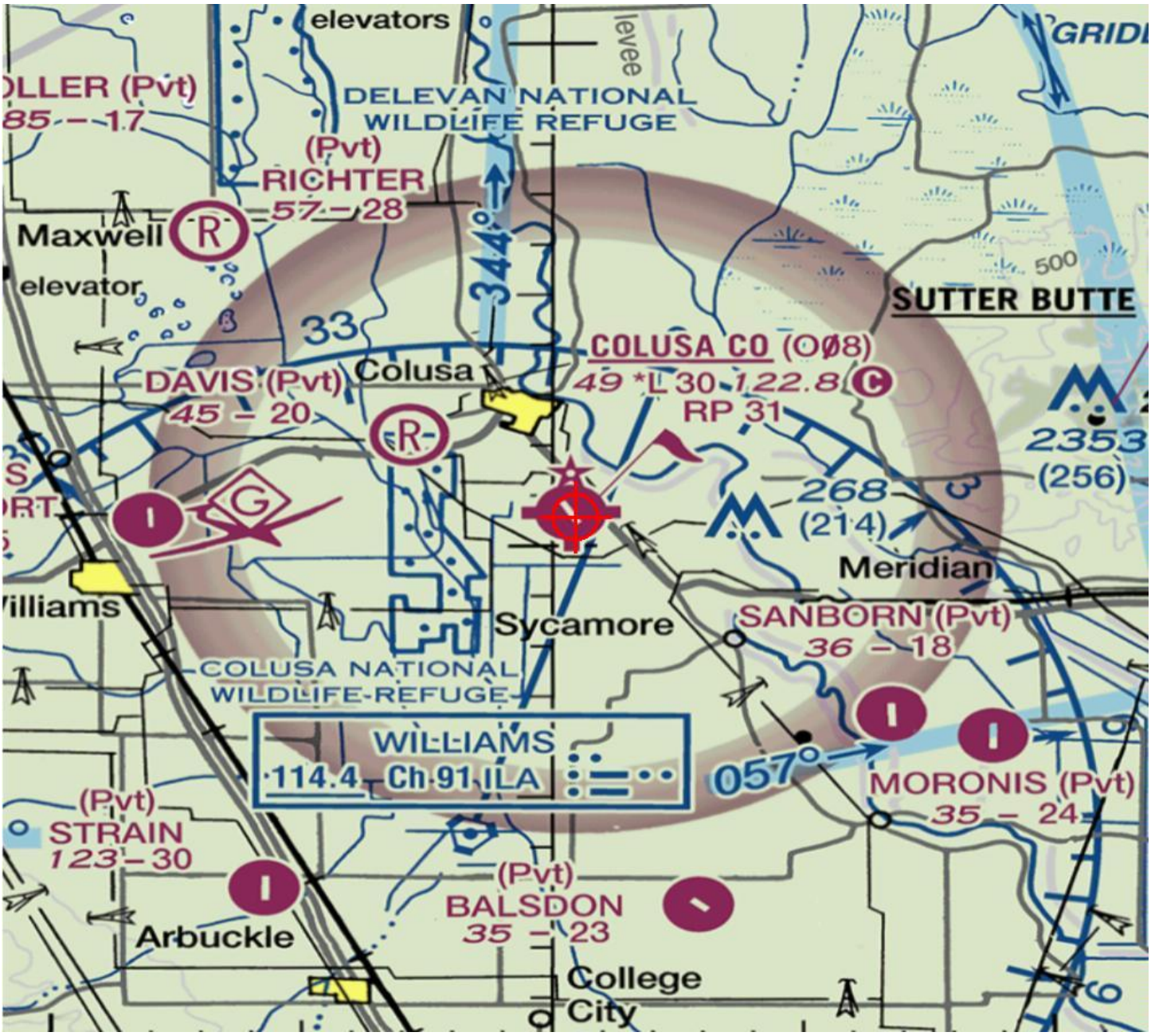

Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No
2020-AWP-11373-OE

Issued Date: 11/24/2020

Ranveer Tumber
Golden Roots Nursery
2021 Blevin Road
Yuba City, CA 95993

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Greenhouse CORNER 3
Location:	colusa, CA
Latitude:	39-10-32.34N NAD 83
Longitude:	121-59-35.40W
Heights:	48 feet site elevation (SE)
	20 feet above ground level (AGL)
	68 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 05/24/2022 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

6 months of the date of this determination. In such case, the determination expires on the da prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

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This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

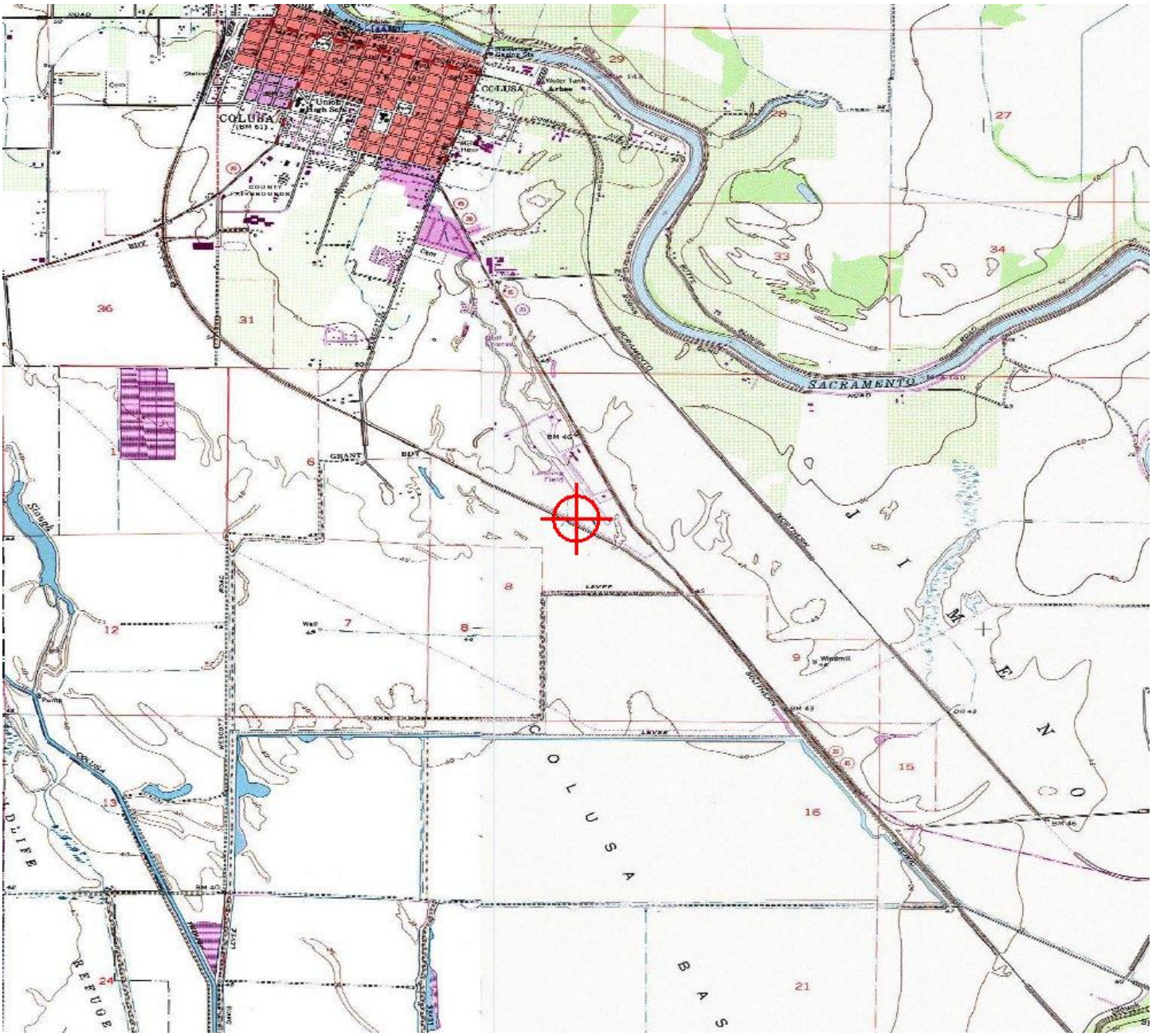
This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-11373-OE.

Signature Control No: 452850922-457628018 (DNE)
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))



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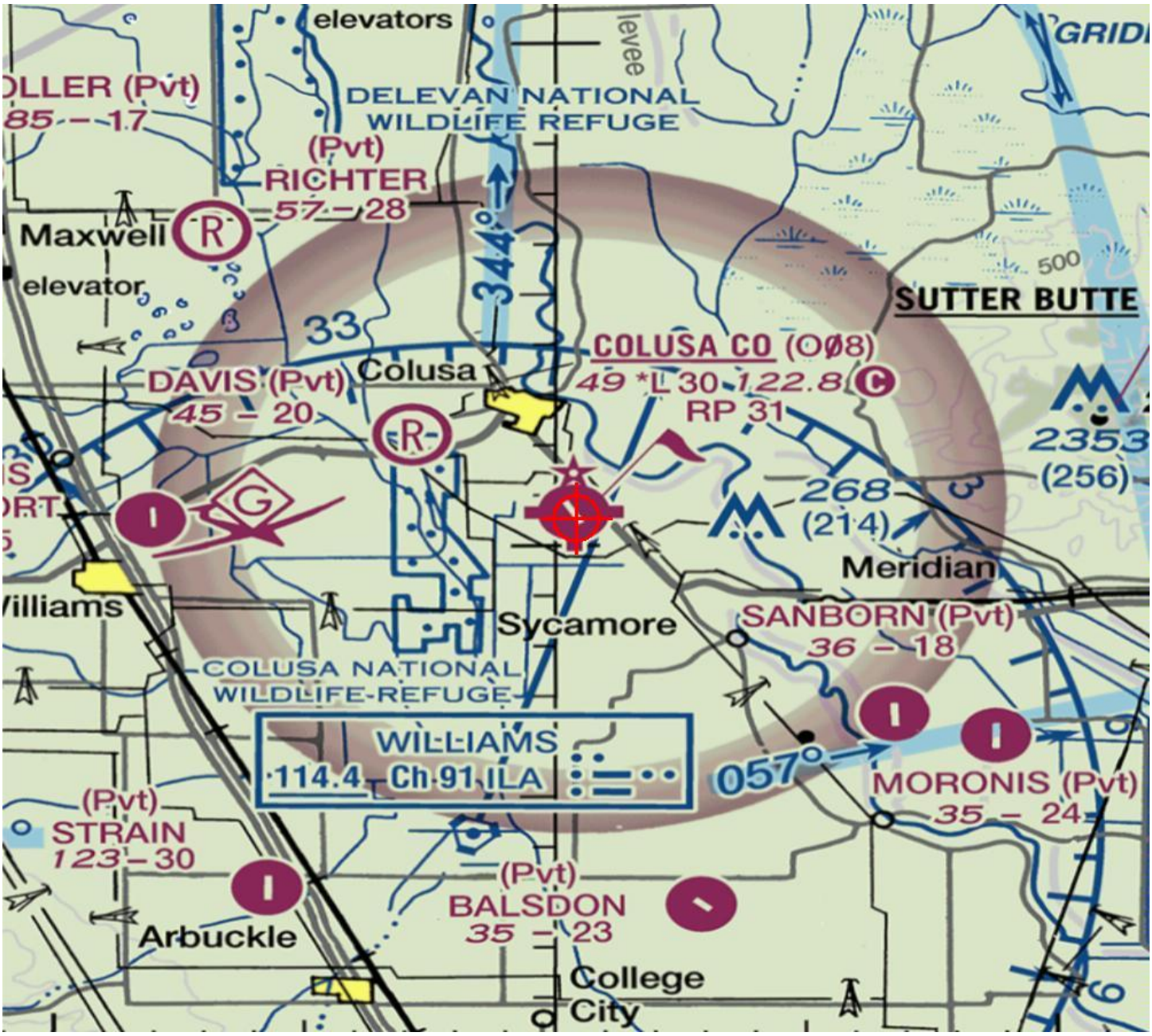

Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No
2020-AWP-11376-OE

Issued Date: 11/24/2020

Ranveer Tumber
Golden Roots Nursery
2021 Blevin Road
Yuba City, CA 95993

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Greenhouse CORNER 4
Location:	colusa, CA
Latitude:	39-10-31.56N NAD 83
Longitude:	121-59-33.84W
Heights:	48 feet site elevation (SE)
	20 feet above ground level (AGL)
	68 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

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Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

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If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-11376-OE.

Signature Control No: 452851115-457628019 (DNE)
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

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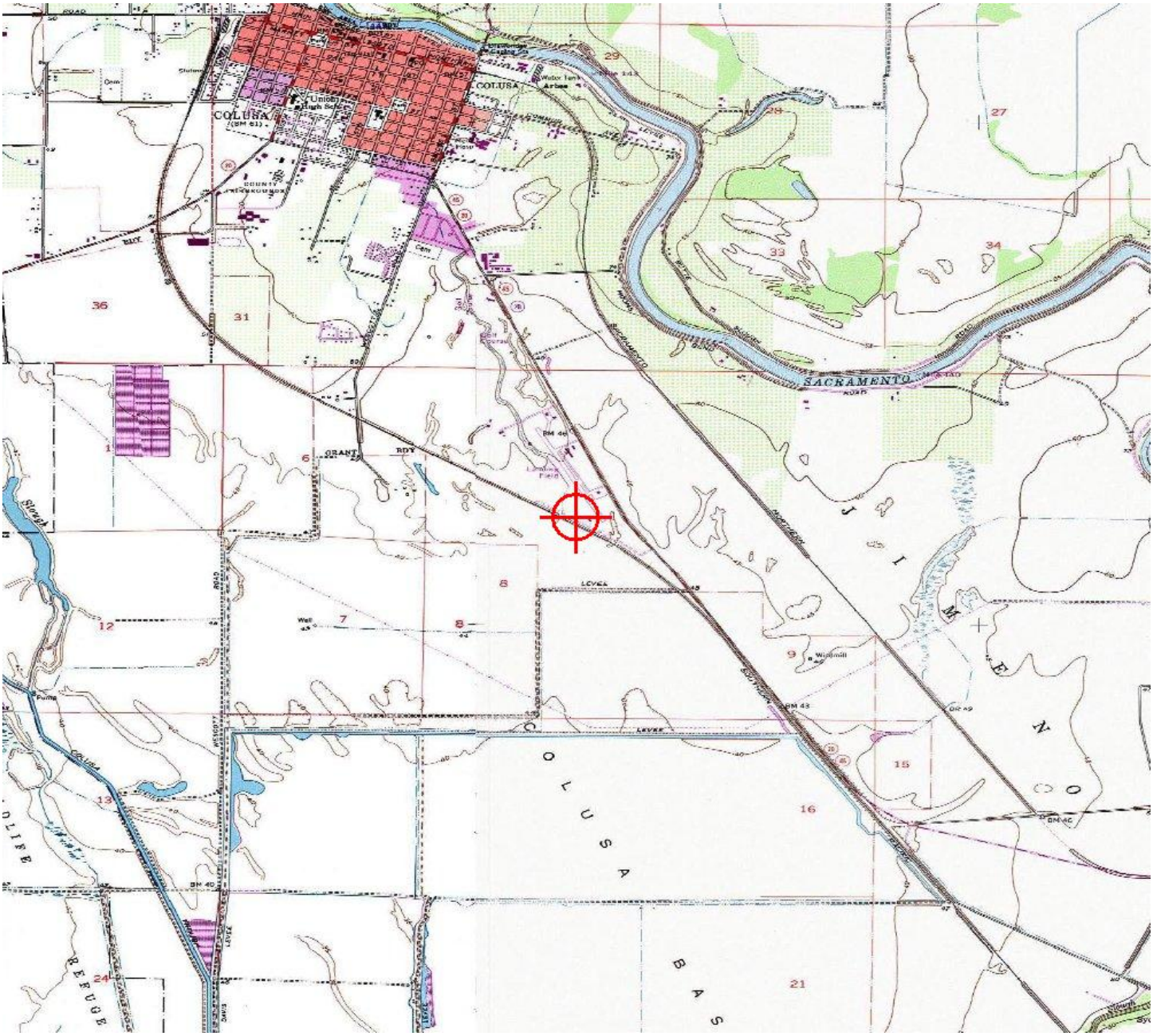

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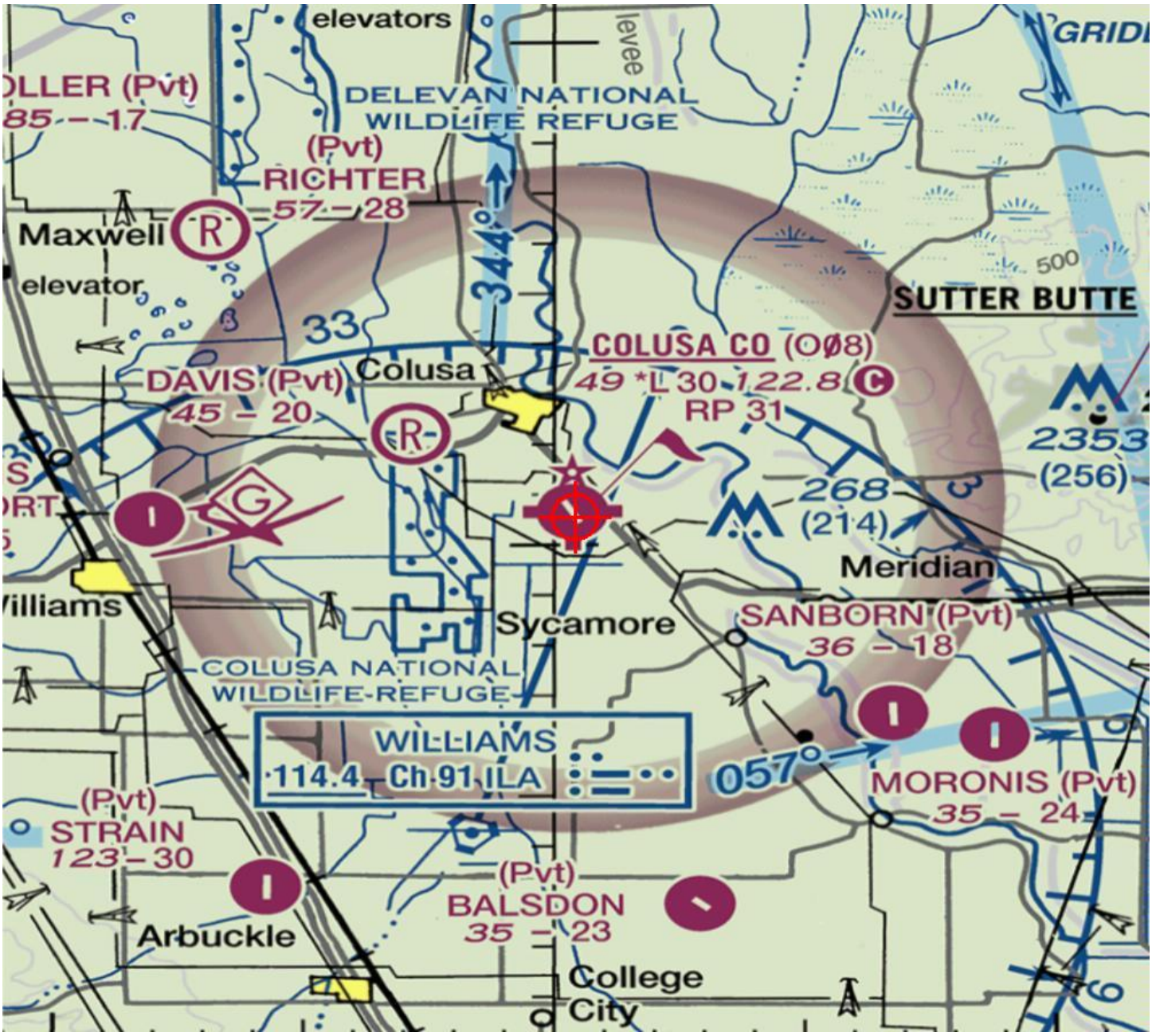


Attachment: Exhibit "B" FAA Determination (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

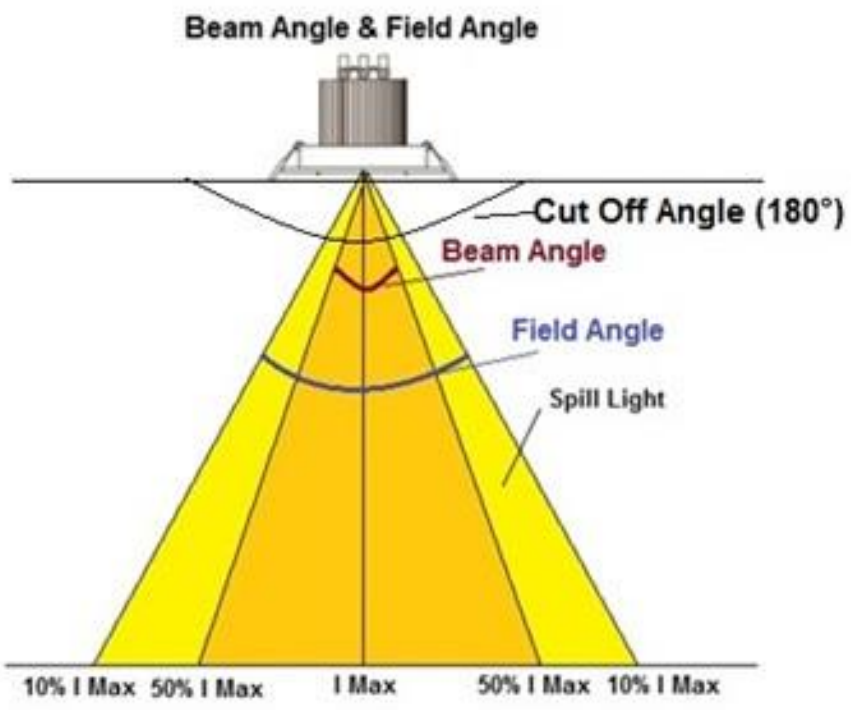
Greenhouse Lighting

Greenhouse lighting will be low intensity LED Lighting. String lights with Flood light bulbs will be used. These lights will have a downward beam of 60 degree. Downward lighting will not allow light to hit the ceiling of the building, therefor avoiding any upward lighting glare. Lighting will be used to supplement daylight hours giving 18 hours of illumination. Lights will be 1.41 watts per sq ft.

We are not using High Intensity Discharge lights or any gas discharge lights such as High Pressure Sodium. These lights are used for cannabis flowering and are associated with high glare. HID lights are used at a rate of 41.66 watts per sq ft.

Attachment: Exhibit "C" Lighting Plan (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

The beam angle of the light is 60 degree with a field angel of 10.8 feet at 10 feet high.

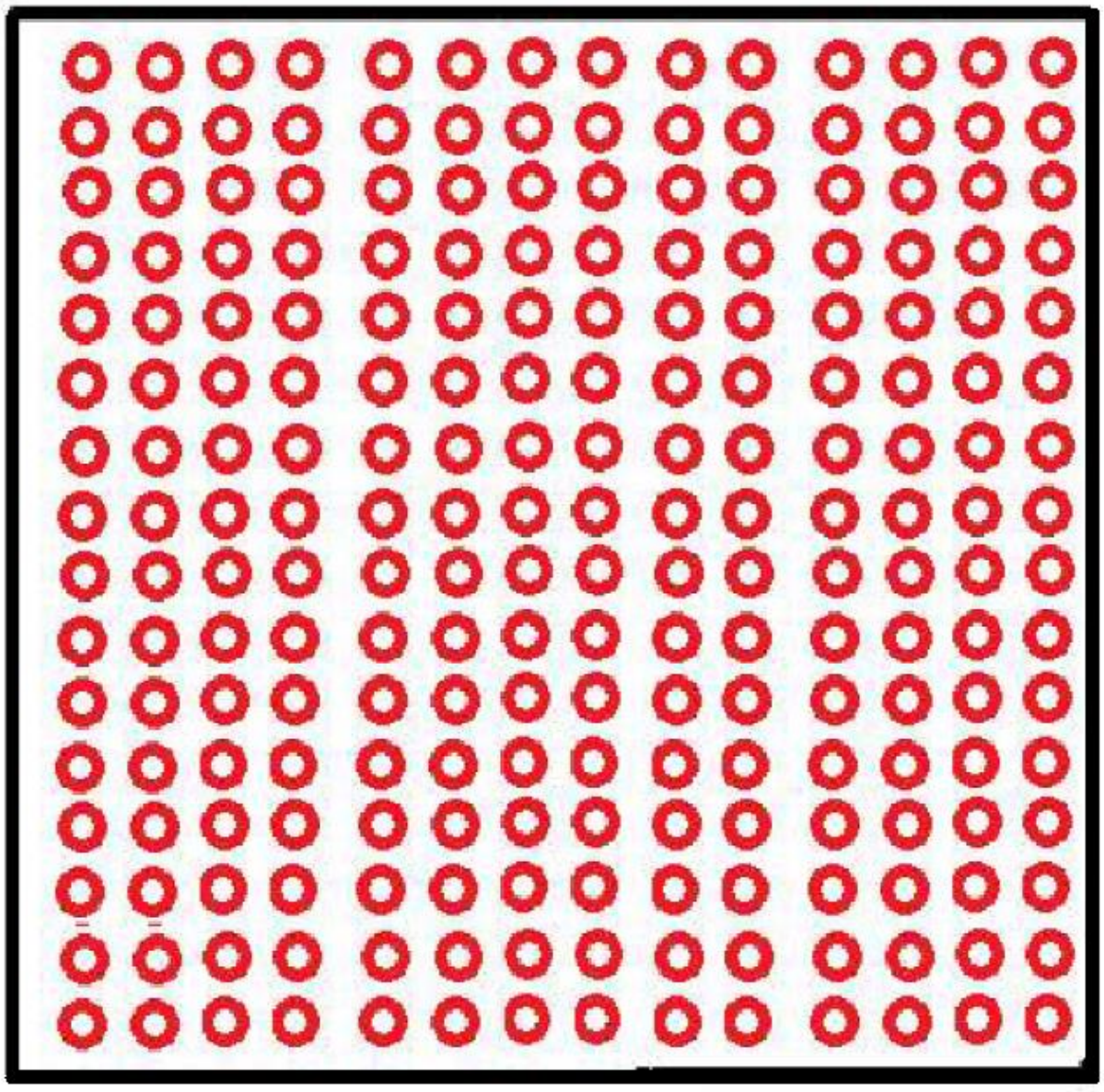


Attachment: Exhibit "C" Lighting Plan (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

Aggregate Wattage Calculation

224 lights @ 85 watts = 19,041 watts

19,041 watts / 13,440 sq ft = **1.41 watts per sq ft**



Attachment: Exhibit "C" Lighting Plan (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

APPENDIX F

ALUC Referral Form

Attachment: ALUC Referral Form For Golden Roots Greenhouse Project (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

COLUSA COUNTY AIRPORT LAND USE COMMISSION (ALUC) REFERRAL FORM FOR PROJECT REVIEW

ALUC Identification No. 21-01

PROJECT PROPONENT (TO BE COMPLETED BY APPLICANT)

Date of Application	December 17, 2020		
Applicant	Ranveer Tumber (Golden Roots Nursery)	Phone Number	(530) 354 6464
Mailing Address	2151 Redding Avenue, Yuba City CA, 95993		
Agent (if any)		Phone Number	
Mailing Address			

PROJECT LOCATION (TO BE COMPLETED BY APPLICANT)

Attach an accurately scaled map showing the relationship of the project site to the airport boundary and runways

Street Address	2854 Niagara Avenue, Colusa CA, 95932		
Assessor's Parcel No.	017-130-001	Parcel Size	3.24
Subdivision Name		Zoning Classification	Heavy Industrial (M-2)
Lot Number			

PROJECT DESCRIPTION (TO BE COMPLETED BY APPLICANT)

If applicable, attach a detailed site plan showing ground elevations, the location of structures, open spaces and water bodies, and the heights of structures and trees; include additional project description data as needed

Existing Land Use (describe)	Industrial - nursery activities inside 9,630 square foot building.		
Proposed Land Use (describe)	Industrial nursery activities inside proposed greenhouses 13,440 square feet in size		
For Residential Uses	Number of Parcels or Units on Site (exclude secondary units)		
For Other Land Uses	Hours of Use	6:00 am to 4:00 pm	
	Number of People On Site… Maximum Number	five employees	
	Method of Calculation		
Height Data	Height above Ground of Tallest Object (including antennas and trees)	11' 8 "	ft.
	Highest Elevation (above sea level) of Any Object or Terrain on Site	68 feet	ft.

Flight Hazards

Does the Project Involve Characteristics that:

- Could Create Electrical Interference, Confusing Lights, Glare, Smoke, or Other Electrical or Visual Hazards to Aircraft Flight? ☑ Yes ☐ No
- Could Attract Birds or Other Wildlife to the Airport or Vicinity? ☐ Yes ☐ No

If Yes, Describe: Lighting - greenhouses will be lighted during the nighttime hours

REFERRING AGENCY (TO BE COMPLETED BY SUBMITTING AGENCY STAFF)

Date Received: Building Submittal Pending ALUC Review
Agency Name: Colusa County Community Development
Staff Contact: Kent Johanns
Phone Number: (530) 458-0480
Agency's Project No.: ALUC 21-02

Type of Project
- ☐ General Plan Amendment
- ☐ Zoning Amendment or Variance
- ☐ Subdivision Approval
- ☐ Use Permit
- ☐ Public Facility
- ☑ Other: Building Permit

Indicate agencies that have been notified of project.

☐ Colusa County Airport ☑ County of Colusa ☐ City of Colusa ☐ Other: _____

ALUC REVIEW (TO BE COMPLETED BY ALUC STAFF / ATTACH ADDITIONAL PAGES IF NECESSARY)

Application Receipt
Date Received: 1-4-2021 By: Kent Johanns
Is Application Complete? ☑ Yes ☐ No
If no, cite reasons: _____

Airport
☑ Colusa County Airport ☐ New Airport/Heliport ☐ Other: _____

Land Use Category/Categories: _____

Basic Review Criteria

Compatibility Zone(s)	☐ A	☐ B1	☑ B2	☐ C1 ☐ C2 ☐ C3 ☐ D
Land Use Acceptability	☐ Normally Compatible	☑ Conditional	☐ Incompatible	
Sitewide Avg. Density/Intensity Criteria Met?	☑ Yes	☐ No		
Single-Acre Density/Intensity Criteria Met?	☑ Yes	☐ No		
Open Land Requirement Met?	☑ Yes	☐ No		
Sound Attenuation Requirement Met?	☐ Yes	☐ No	N/A	
Easement/ Overflight Notice Provided?	☐ Yes	☐ No	N/A	

Airspace Protection Compatibility

Height Acceptable?	☑ Yes	☐ No	
FAA Notified if Applicable?	☑ Yes	☐ No	
Other Hazards to Flight Excluded?	☐ Yes	☑ No	

Special Site/Project Conditions
Describe: The project may require light mitigation based on ALUC determination.

ACTIONS TAKEN (TO BE COMPLETED BY ALUC STAFF)

ALUC Action
☐ Consistent Date: _____
☐ Consistent with Conditions (list conditions / attach additional pages if needed)

☐ Inconsistent (list reasons / attach additional pages if needed)

Attachment: ALUC Referral Form For Golden Roots Greenhouse Project (6367 : Golden Roots Nursery - Ranveer Tumber (ALUC #21-01))

COUNTY OF COLUSA, CA

Request For Airport Advisory Committee

MEETING DATE: **March 1, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Colusa Industrial Park Residential Development (ALUC #21-01) Consistency Review**

SITTING AS AIRPORT LAND USE COMMITTEE:
Adopt Resolution making findings that the amended Colusa Industrial Park Residential Development is not consistent with the County's Airport Land Use Compatibility Plan.

PROJECT OVERVIEW:

Referral Agency

Bryan Stice
Community Development Manager
City of Colusa
425 Webster St. Colusa, CA 95932
Phone: 530-458-4941 ext. 103

Summary

The City of Colusa has referred the Colusa Industrial Properties' residential development to Colusa County's Airport Land Use Commission (ALUC) for a determination of consistency with Colusa County's Airport Land Use Compatibility Plan (ALUCP). This project was originally reviewed by the ALUC in 2007. However, following the project's annexation into the City of Colusa, a number of changes have been made which has triggered a new review for consistency with the County's ALUCP.

Background

In 2007, Colusa County published a Draft Environmental Report for the necessary entitlements to allow a residential, commercial, and recreational development on 151 acres of land proposed by Colusa Industrial Properties. The project consisted of a mixed-use community with 286 residential units, improvements to the existing golf course, and various commercial and office uses. Please refer to Attachment #1 for the proposed project.

On December 17, 2007, the Colusa County ALUC reviewed the proposed project for consistency with the Colusa County Airport Comprehensive Land Use Plan (ACLUP, please note the slightly different name) in effect at that time (dated June 5, 1995). The ALUC found that the proposed development was inconsistent with the ACLUP for the reasons listed below:

1. The proposed concentration of residential units and people exceed the limits established in the ACLUP and the risks were not adequately mitigated;

2. The proposed businesses inside the Safety Area may create a concentration of people that exceeded the limits established in the ACLUP and the risks were not mitigated; and

3. The impact of existing airport noise on the proposed residential and businesses exceeded the limits established in the ACLUP a~~r~~nd the risks were not fully mitigated.

The ALUC sent a letter to the County of Colusa's Planning Director informing him of their findings and detailing the grounds for those findings. Please refer to Attachment #2 for the summary of the findings and the letter detailing the specific findings.

The proposed project was subsequently processed before the County's Board of Supervisors. In addition to processing the necessary County entitlements (General Plan revisions, Zoning amendments, and Environmental Impact Report) to permit the development project, the County followed the requirements of Public Utility Code (PUC) Section 21676(b) (Attachment #3) and at the Board's meeting of May 27, 2008 the Board of Supervisors over-ruled the ALUC findings of inconsistency and approved the development. Please refer to Attachment #4 for the Board of Supervisors' findings over-ruling the ALUC findings of inconsistency. In approving the project, a number of changes were made and mitigation measures adopted to address the ALUC findings of inconsistency. The most significant were that the number of single-family homes (referred to as low-density lots) was required to be reduced from a maximum of 140 lots to 84 lots and a series of noise mitigation measures were adopted to address aircraft noise impacts on the future residents.

Subsequent to this approval, the subject property was annexed into the City of Colusa in September of 2015. In April of 2016, the City approved a development agreement and in May of 2016 the City approved a subdivision map amendment which eliminated the golf course expansion and the high-density residential component and increased the number of low-density single-family lots to 181 lots (Attachment #6). Pursuant to the ALUCP, the City should have referred these entitlement actions to the ALUC prior to taking action on the entitlements; the referral did not happen.

In April, 2017 the City amended the Development Agreement and in April of 2018 amended the tentative subdivision map that had been approved in 2016. As shown on Attachment #7, the main change was the reconfiguration of lots at the southern end of

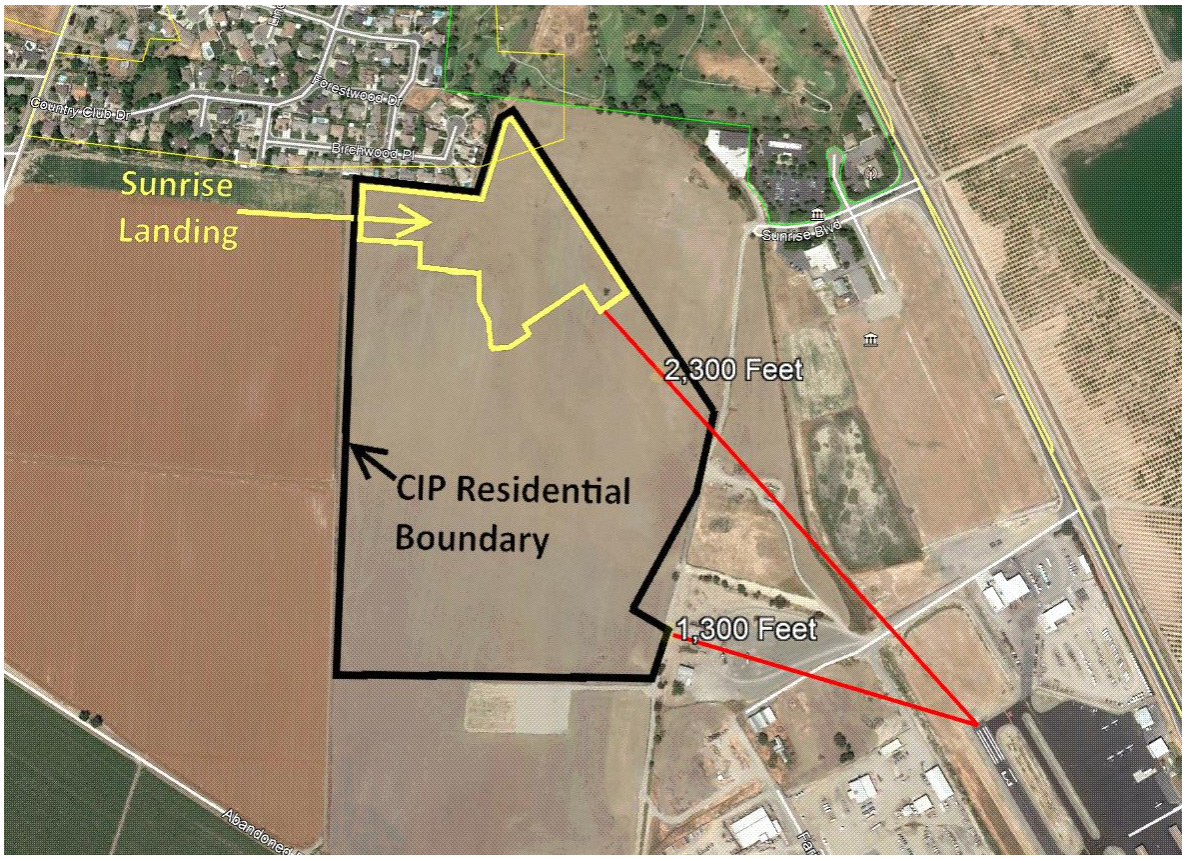
the project, redesigning portions of the circulation system, and eliminating one lot. These entitlements were not referred to the ALUC by the City. Subsequently, a final map was processed for the first phase of the residential development in 2019 consisting of 43 lots (the Sunrise Landing project) (Attachment #8).

In early 2020, the building permits for the 3 models of the Phase 1 residential lots (Sunrise Landing project) were submitted to the airport manager for sign-off and were approved. Subsequent to that sign-off, the airport manager discovered that the residential project had been changed. A series of meetings and correspondence were exchanged with the City of Colusa and Colusa Industrial Properties regarding the issue. At that time, Colusa Industrial Properties and the City did not believe that the revised residential project was required to be reviewed by the ALUC as both the 2016 and 2018 amended projects reduced the total number of units from 230 residential units to 181 and 180 respectively. However, the County's determination was that the changed entitlements did trigger an ALUCP consistency review by the County's ALUC. Although the total number of units was being decreased, the number of single-family lots was being increased from the 84 lots required by the EIR's mitigation measures and a number of these lots were positioned in Compatibility Zone B-1; the 2008 approval did not have any residential lots in the B-1 zone. In addition, the entitlements included a development agreement in 2016 and an amended development agreement in 2018; both of these entitlements trigger ALUC review.

Subsequently, County staff has approved two additional building phases in the Sunrise Landing project totaling 12 lots. These permits were signed-off by the County because these lots are within the footprint of where the County's 2008 approved single-family lots were located and because the total number of permits issued were less than the maximum of 84 single-family lots that were permitted by the County's 2008 approval. Since that time, the City has recently concluded that ALUC review of the amended residential project is necessary. As such, the amended plan is now before the ALUC for consistency review with the ALUCP.

Location

The CIP residential development is located approximately 1,300 feet to the west/northwest of Runway 13. The Sunrise Land project (Phase 1 Final Map) is located approximately 2,300 feet to the northwest of Runway 13.



ANALYSIS:

The referral before the Commission is a review of the current CIP residential development that was approved by the City. This review is mandated pursuant to ALUCP: (1) Section 2.2.2(e) (proposed development agreements or amendments to such agreements); (2) Section 2.2.2(g) (proposed residential development, including land divisions, consisting of 5 or more dwelling units or parcels); and Section 2.6.4(b) (design of the project subsequently changes in a manner that affects previously considered compatibility issues and could raise questions as to the validity of the earlier finding of consistency).

ALUCP Table 3A (Compatibility Criteria) lists the factors which need to be considered for the proposed subdivision. As shown in Attachment #9, the residential development is located in Compatibility Zones B1, C1, and C2. Residential uses in the B1, C1, and C2 zones are considered a conditionally compatible use; the main issues being height, density, and noise.

Building Height

With respect to height, in the B-1 and B-2 zones, the height that triggers ALUC review is 35 feet. In addition, the B-1 and B-2 zones limit the number of habitable floors to two. The City's R-1 development standards allow a residential structure to be constructed with 2.5 floors, or a maximum of 35-feet in total height. However, the maximum number of floors being constructed is two with a maximum height of no more than 35 feet.

Accordingly, the proposed height and number of floors is consistent with the compatibility zones of the ALUCP

With respect to the requirement for the future homes to file a notification to the FAA under CFR Title 14 Part 77.13, the homes in the Sunrise Landing do not require this notification as the 50:1 notification height is above 46 feet and the homes will not exceed this limit. However, in subsequent final map phases certain lots may require the Part 77 notification as building heights as low as 26 feet would trigger said notification.

Density

With respect to density, as previously discussed density was one of the main issues that led to the ALUC in 2007 to find that this project was inconsistent with the compatibility plan. The Board of Supervisors found that with the proposed mitigation measures (reducing the number of low-density residential units to 84 and widening the aircraft corridor for westerly flight patterns) that the safety problems were mitigated to the extent feasible. The current CIP residential project totals 180 low-density (single-family) lots. A comparison of the compatibility zone density requirements, the current City residential development, and the previous County residential developments is shown in Attachment #10.

The current residential development is located in the ALUCP's Compatibility Zones B-1, C-1, and C-2. The average and maximum densities of the residential development exceeds the average and maximum densities of all three Compatibility Zones. Compatibility Zone B-1 specifies an average density of 1 dwelling unit per 20 acres and a maximum density of 4 dwelling units per acre. The lots located in Compatibility Zone B-1 have an average density of 1 dwelling unit per 3 acres and a maximum density of 4.5 dwelling units per acre. Compatibility Zone C-1 specifies an average density of 1 dwelling unit per 10 acres and a maximum density of 4 dwelling units per acre. The lots located in Compatibility Zone C-1 have an average density of 1 dwelling unit per 0.5 acres and a maximum density of 5.2 dwelling units per acre. Compatibility Zone C-2 specifies an average density of 1 dwelling unit per 5 acres and a maximum density of 4 dwelling units per acre. The lots located in Compatibility Zone C-2 have an average density of 1 dwelling unit per 1.1 acres and a maximum density of 5.5 dwelling units per acre.

Attachment #10 also compares the current residential project (2018 City Approved Plan) against the 2008 County Proposed Plan and the 2008 County Approved Plan. The overall average density of the 2018 City approved plan is lower in density (1.1 du's/acre) in comparison to the 2008 County Proposed Plan (1.74 du's/acre) and the 2008 County Approved Plan (1.1 du's/acre). However, the current residential project does have a higher overall density in Compatibility Zone B-1 at 0.34 du's/acre because no residential units were previously proposed in Compatibility Zone B-1. In addition, the current residential project has a higher overall density in Compatibility Zone C-2 at 0.89 du's/acre in comparison to the 2008 County approved plan at 0.64 du's/acre.

Noise

The potential aircraft noise impact on future residents was another issue that led to the ALUC to find that the residential project was not consistent with the compatibility plan in 2007. Attachment #11 shows the current residential project in comparison to the noise contours shown in the current ALUCP. As is shown, the current residential project lies outside the 65 dB Ldn noise contour line and would result in the homes meeting the ALUCP's 45 dB Ldn interior noise standard, as well as the County's and City's General Plan 45 dB Ldn interior noise standard. Standard residential construction practices result in approximately a 25 dB Ldn noise level reduction.

The noise contour map that was produced in the current ALUCP did not take into account the westerly flight pattern that many aircraft (including agricultural related flights) take. The acoustical analysis that was prepared for the 2008 EIR did take account these westerly flight patterns. Attachment #12 shows the EIR's noise contours overlaid on the current residential development. As is shown, a number of the homes will be located above the 70 dB Ldn noise contour and would be subject to interior noise levels above the 45 dB Ldn ALUCP standard, as well as the County's and City's General Plan residential interior noise standard. The Phase 1 project (Sunrise Landing) is outside the 70 dB Ldn noise contour and the homes should be able to comply with the 45 dB Ldn interior noise standard.

When the Board approved the 2008 residential project and over-ruled the ALUC inconsistency finding the Board relied on a series of mitigation measures that had been required to reduce aircraft related noise impacts. These mitigation measures included the requirement that an acoustical professional conduct an acoustical investigation to identify the construction measures necessary to meet the interior noise standards, the reduction of the low-density single-family residential development from a maximum of 140 units to 84 units, the granting of an avigation and noise easement, and disclosure of the potential noise impacts from aircraft operations at the airport to future buyers.

In working on this staff report, County staff inquired as to the noise mitigation construction measures that had been included in the construction of the homes being built and was informed that an acoustical study had not been conducted and that the City had determined that the insulation and window type installed were adequate to mitigate the aircraft noise. Without an acoustical study prepared by an acoustical engineer, which the Board relied on in over-ruling the ALUC inconsistency finding, it is not possible to confirm with a reasonable high-degree of certainty that the interior noise levels of all of the homes will meet the 45 dB Ldn standard. As previously mentioned, the City approved an increase in the number of low-density, single-family dwelling units from 84 to 180. In approving the tentative map and the Phase 1 final map for the Sunrise Landing project, the City did not require the avigation and noise easement; the developer is currently processing this easement. Finally, it is staff understanding that the developer has addressed the disclosure requirements.

Development Agreement

Section 2.2.2(e) of the ALUCP specifies that "Development Agreements or Amendments to such Agreements" require ALUC consistency review. The City approved a Development Agreement for the residential project in 2016 (Attachment #13) and in

2017 amended said Development Agreement (Attachment #14), neither were referred to the ALUC for a determination of consistency with the ALCUP.

The purpose of a development agreement is to contractually set forth the requirements of the developer and of the City with respect to a development project. Since the subject Development Agreements would contractually obligate the City to allow the construction of the current residential project, which based on the analysis in the staff report, would be inconsistent with the ALUCP, the Development Agreement would also be inconsistent with the ALUCP.

PUBLIC COMMENTS:

No public comments have been received at this time. If comments are received following distribution of this staff report, those comments will be provided to the Airport Land Use Commission at the meeting.

ALUC STAFF RECOMMENDATION:

Based on the above information, staff believes that the residential development is not consistent with ALUCP due to the project density and potential interior noise levels.

Staff recommends that the Commission adopt the proposed Resolution finding that this project is not consistent with Airport Land Use Compatibility Plan subject to the findings contained in the Resolution.

PRIOR COMMITTEE ACTION:

In 2007, the ALUC found that the CIP residential project was not consistent with the compatibility plan.

FISCAL IMPACT/FUNDING SOURCE:

None

PREPARATION:

Prepared By:

Greg Plucker, Community Development Director (530) 458-0483,
gplucker@countyofcolusa.com

ACTION FOR THE CLERK:

Assign the appropriate Resolution Number, Obtain the Chair's signature on the Resolution, and forward an electronic copy to the Community Development Director and a hard copy to:

Bryan Stice

Community Development Manager
City of Colusa
425 Webster Street
Colusa, CA 95932

With a cc to:

Ed Hulbert
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

RESOLUTION NO. 21-___

A RESOLUTION OF THE COLUSA COUNTY AIRPORT LAND USE COMMISSION MAKING FINDINGS REGARDING THE REFERRAL FROM THE CITY OF COLUSA THE COLUSA INDUSTRIAL PROPERTIES' RESIDENTIAL DEVELOPMENT REQUIRING A DETERMINATION OF CONSISTENCY WITH THE COLUSA COUNTY AIRPORT LAND USE COMPATIBILITY PLAN

WHEREAS, in 2007, Colusa County published a Draft Environmental Report (SCH No. 2006052113) for the necessary entitlements to allow a residential, commercial, and recreational development on 151 acres of land proposed by Colusa Industrial Properties;

WHEREAS, the property was located within the Airport Influence Area of Colusa County's Airport Comprehensive Land Use Plan (ACLUP) dated June 5, 1995 which mandated that the Colusa County Airport Land Use Commission (ALUC) review said project for consistency with the County's ACLUP;

WHEREAS, On December 17, 2007, the Colusa County ALUC reviewed the proposed project for consistency with the Colusa County's ACLUP and found that that the proposed development was inconsistent with the County's ACLUP due to the proposed concentration of residential units and people exceeded the limits established in the ACLUP and the risks were not adequately mitigated, the purposed businesses inside the Safety Area may have created a concentration of people that exceeded the limits established in the ACLUP and the risks were not mitigated, and the impact of existing airport noise on the proposed residences and businesses exceeded the limits established in the ACLUP and the risks were not fully mitigated;

WHEREAS, the necessary entitlements (General Plan revisions, Zoning amendments, and Environmental Impact Report) to permit the proposed development project was subsequently processed before the County's Board of Supervisors at which time the State mandated process to over-rule the ALUC findings of inconsistency pursuant to the requirements of Public Utility Code (PUC) Section 21676(b) were followed;

WHEREAS, at the County Board of Supervisor's meeting of May 27, 2008 the Board of Supervisors over-ruled the ALUC findings of inconsistency and approved the proposed development finding that the changes that were made and mitigation measures adopted, including reducing the number of single-family homes (referred to as low-density lots) from a maximum of 140 lots to 84 lots and the noise mitigation measures, addressed potential aircraft impacts and addressed consistency issues with the ALUCP;

WHEREAS, in 2014 Colusa County (County) adopted a new County Airport Land Use Compatibility Plan (ALUCP) to govern uses within its defined Airport Influence Area including the Colusa Industrial Properties' residential development;

WHEREAS, on September 30, 2015 the Colusa LAFCo Executive Officer recorded a Certificate of Completion annexing portions of the Colusa Industrial Park, including the Colusa Industrial Properties' residential development, into the City of Colusa (City);

WHEREAS, in April of 2016 the City approved Ordinance No. 513 approving a development agreement between the property owner of the residential project and the City and in

Attachment: DRAFT Consistency Finding Resolution RE CIP Residential Development (6394 : Colusa Industrial Park Residential Development

May of 2016 the City adopted Resolution No. 16-14 approving Tentative Map 16-14 which amended the County's 2008 residential project approval and approved the subdivision of approximately 57.42 acres of land into 181 residential low-density single family lots and remainder parcels for open space, landscaping and related uses;

WHEREAS, the City's Resolution No. 16-14 referenced that the approval was for 180 single-family residential lots although Tentative Map 16-14 had 181 residential low-density single family lots;

WHEREAS, when the City approved Ordinance No. 513, the development agreement for the CIP residential project, and Resolution No. 16-14 approving Tentative Map 16-14 the County's ALUCP required that the City refer these entitlement actions to the ALUC for a determination of consistency with the ALUCP prior to taking action on said entitlements and this did not happen;

WHEREAS, in April of 2017 the City adopted Ordinance No. 527 amending the development agreement approved under Ordinance No. 513 and in April of 2018 adopted Resolution No. 18-21 approving Tentative Map 01-18 for 180 residential low-density single-family lots and remainder parcels for open space, landscaping and related uses thereby amending Tentative Map 16-14;

WHEREAS, when the City adopted Ordinance No. 527 amending the development agreement for the CIP residential project and approved Resolution No. 18-21 approving Tentative Map 01-18 the County's ALUCP required that the City refer these entitlement actions to the ALUC for a determination of consistency with the ALUCP prior to taking action on said entitlements and this did not happen;

WHEREAS, subsequent to the City approvals the construction of the first phase of the CIP residential project, known as Sunrise Landing, moved forward; and

WHEREAS, in early 2020 following the submittal of building permits to the then Colusa County Airport Manager for building permit sign-off, the Airport Manager identified that the CIP residential project that was under construction was different than the residential project that the Board of Supervisors had approved in 2008;

WHEREAS, the Airport Manager initiated a series of meetings with other County staff, City of Colusa staff, and representatives of CIP to discuss the City's CIP residential entitlement approvals, the changes that the City approved to the County's 2008 approval, and the requirements of the County's ALUCP that specified that the ALUC review the various CIP residential City entitlement approvals for consistency with the ALUCP prior to the City taken action on the reference 2016 and 2018 entitlements;

WHEREAS, on February 17, 2021, the City referred the CIP amended residential project entitlements to the ALUC for a consistency review of said project with the ALUCP; and

WHEREAS, on March 1, 2021, the ALUC reviewed the City's amended CIP residential project entitlements for consistency with the ALUCP and considered the County staff report, the

Attachment: DRAFT Consistency Finding Resolution RE CIP Residential Development (6394 : Colusa Industrial Park Residential Development

requirements of the ALUCP, and all orally and written testimony presented concerning the project referral.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Airport Land Use Commission based on the information detailed in the Staff Report, exhibits presented, and all written and oral testimony finds the following:

I. The County's Airport Land Use Compatibility Plan (ALUCP) required that the City of Colusa (City) submit the 2016 Colusa Industrial Properties (CIP) residential entitlements, including Ordinance No. 513 and the development agreement for the CIP residential project and Tentative Map 16-14, to the County's Airport Land Use Commission (ALUC) for a consistency determination with the ALUCP prior to taking final action.

A. Section 1.4.3(c) of the ALUCP states, "*Revisions to Approved Development: Filing of a new version of any of the approval documents listed in Paragraph (a) of this policy means that the use no longer qualifies as an Existing Land Use and, therefore, is subject to ALUC review in accordance with the policies of Section 2*".

B. Paragraph (a) of Section 1.4.3 of the ALUCP lists a tentative parcel, large lot or subdivision map and development agreement as approval documents which revisions would trigger ALUC review of ALUCP consistency. Tentative Map 16-14 represented the filing of an amended subdivision map that was significantly different in terms of the number and types of residential units.

C. Section 2.2.2(e) of the ALUCP requires ALUC review of the consistency of development agreements. No previous City development agreement referral had been submitted to the ALUC for consistency review as part of the CIP entitlements.

D. Section 2.2.2(g) of the ALUCP requires ALUC review of the consistency of proposed residential development, including land divisions, consisting of 5 or more dwelling units or parcels. Tentative Map 16-14 contained 181 low-density, single-family lots.

E. Section 2.6.4(b) of the ALUCP requires additional ALUC review of the consistency of a proposed residential development if the design of the project subsequently changes in a manner that affects previously considered compatibility issues and could raise questions as to the validity of the earlier finding of consistency. The 2008 County Board of Supervisors approval required that the number of low-density, single-family lots be limited to 84 lots in order to mitigate potential aviation impacts and the 181 low-density, single-family lots of Tentative Map 16-14 significantly affected the Board's previously considered compatibility findings and raised significant questions as to the validity of the Board's earlier finding of consistency.

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II. The County's ALUCP required that the City submit the 2018 CIP residential entitlements, including Ordinance No. 527 and development agreement for the CIP

Attachment: DRAFT Consistency Finding Resolution RE CIP Residential Development (6394 : Colusa Industrial Park Residential Development

residential project and Tentative Map 01-18 to the County's ALUC for a consistency determination with the ALUCP prior to taking final action.

A. Section 1.4.3(c) of the ALUCP states, "*Revisions to Approved Development: Filing of a new version of any of the approval documents listed in Paragraph (a) of this policy means that the use no longer qualifies as an Existing Land Use and, therefore, is subject to ALUC review in accordance with the policies of Section 2*".

B. Paragraph (a) of Section 1.4.3 of the ALUCP lists a tentative parcel, large lot or subdivision map and development agreement as approval documents which revisions would trigger ALUC review of ALUCP consistency. Tentative Map 01-18 represented the filing of an amended subdivision map that qualifies as a new version of an approval document (Tentative Map 16-14) and represented the filing of an amended subdivision map that was significantly different in terms of the number and types of residential units from the County's 2008 approval.

C. Section 2.2.2(e) of the ALUCP requires ALUC review of the consistency of development agreements or amendments to such agreements. No previous development agreement referral had ever been submitted to the ALUC for consistency review as part of the CIP entitlements and, thus, the 2018 development agreement is considered a new development agreement. In addition, the 2018 development agreement can also be considered an amendment to the 2016 development agreement.

D. Section 2.2.2(g) of the ALUCP requires ALUC review of the consistency of proposed residential developments, including land divisions, consisting of 5 or more dwelling units or parcels. Tentative Map 01-18 contained 180 low-density, single-family lots that the ALUC never reviewed.

E. Section 2.6.4(b) of the ALUCP requires additional ALUC review of the consistency of a proposed residential development if the design of the project subsequently changes in a manner that affects previously considered compatibility issues and could raise questions as to the validity of the earlier finding of consistency. The 2008 County Board of Supervisors approval required that the number of low-density, single-family lots be limited to 84 lots in order to mitigate potential aviation impacts and the 180 low-density, single-family lots of Tentative Map 01-18 significantly affected the Board's previously considered compatibility findings and raised significant questions as to the validity of the Board's earlier finding of consistency.

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III. The residential development of Tentative Map 01-18 is located in the ALUCP's Compatibility Zones B-1, C-1, and C-2 and the average and maximum densities of the

Attachment: DRAFT Consistency Finding Resolution RE CIP Residential Development (6394 : Colusa Industrial Park Residential Development

residential development of Tentative Map 01-18 exceeds the average and maximum densities as detailed in Table 3A of the ALUCP and, as such, the residential development of Tentative Map 01-18 is inconsistent with the ALUCP.

A. Compatibility Zone B-1 specifies an average density of 1 dwelling unit per 20 acres and a maximum density of 4 dwelling units per acre. The lots located in Compatibility Zone B-1 have an average density of 1 dwelling unit per 3 acres and a maximum density of 4.5 dwelling units per acre.

B. Compatibility Zone C-1 specifies an average density of 1 dwelling unit per 10 acres and a maximum density of 4 dwelling units per acre. The lots located in Compatibility Zone C-1 have an average density of 1 dwelling unit per 0.5 acres and a maximum density of 5.2 dwelling units per acre.

C. Compatibility Zone C-2 specifies an average density of 1 dwelling unit per 5 acres and a maximum density of 4 dwelling units per acre. The lots located in Compatibility Zone C-2 have an average density of 1 dwelling unit per 1.1 acres and a maximum density of 5.5 dwelling units per acre.

IV. A number of the homes of Tentative Map 01-18 will have an interior noise level exceeding the ALUCP interior 45 dB Ldn noise standard and, as such, the residential development of Tentative Map 01-18 is inconsistent with the ALUCP.

A. As shown on Attachment #12 of the ALUC staff report, portions of the residential project are located above the 70 dB Ldn noise contour projected in the adopted 2008 Environmental Impact Report. In adopting the 2008 EIR, Mitigation Measures LU-1a, LU-4a, N-4a, specifies that an acoustical professional must conduct an acoustical investigation to identify the construction measures necessary in order to meet the interior noise standards of the ALUC and the County.

B. The ALUCP (Section 3.3.2 (a) and Table 3A), the County's General Plan (Policy N 1-2), and the City's General Plan (Policy N-1.1) all require that the interior noise level of residences be no higher than 45 dB Ldn. Typical residential construction provides approximately a 25 dB Ldn reduction in the interior noise levels and, thus, the homes that are located within the 70 dB Ldn noise contour would have interior noise levels exceeding the ALUCP requirements (as well as the County's and City's General Plans) without additional noise mitigation.

C. County staff inquired as to the noise mitigation construction measures that had been included in the construction of the homes and was informed that an acoustical study had not been conducted and that the City had determined that the insulation and window type installed were adequate to mitigate the aircraft noise. Without the acoustical study required by the EIR, which the Board relied on in over-ruling the ALUC inconsistency finding, it is not possible to confirm with a reasonable high-degree of certainty that the interior noise levels of all of the homes will meet the 45 dB Ldn standard.

V. The current Development Agreement between the residential developer and the City contractually obligates the City to permit the construction of the development provided

Attachment: DRAFT Consistency Finding Resolution RE CIP Residential Development (6394 : Colusa Industrial Park Residential Development

for by Tentative Map 01-18. Said development would exceed the density and noise standards of the ALUCP as detailed herein and, thus, would be inconsistent with the ACLUP.

PASSED AND ADOPTED this 1st day of March, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____

Michael P. West
Chair, Airport Land Use Commission

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

ATTEST TO FORM

_____

Melissa Kitts, Deputy Clerk

_____

Marcos Kropf, County Counsel

Attachment: DRAFT Consistency Finding Resolution RE CIP Residential Development (6394 : Colusa Industrial Park Residential Development

Attachment #1

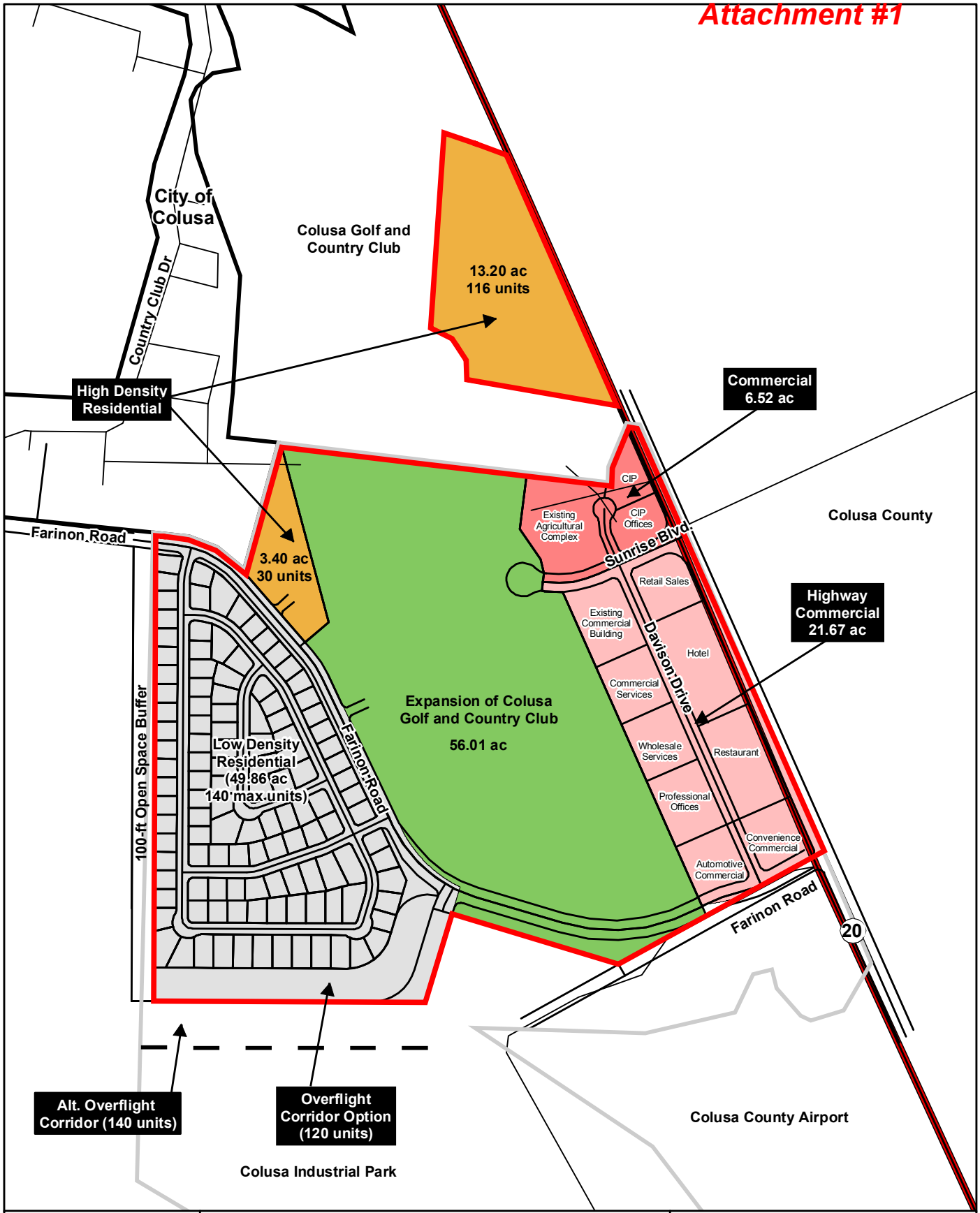


Figure 3-2
Proposed Land Uses and Zoning

General Plan Amendment and Zoning Amendment EIR

SWCA ENVIRONMENTAL CONSULTANTS

Attachment: Attachment #1 2007 Residential Project (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment #2

COLUSA COUNTY
AIRPORT LAND USE COMMISSION

Harry A. Krug
Commission Staff

Office: 100 Sunrise Blvd., Suite F
Colusa, CA 95932
530-458-0580 FAX 458-5000

Airport: 2915 Highway 20
Colusa

December 17, 2007

At the regular meeting of the Colusa County Airport Land Use Commission on December 17, 2007, it was moved by Richard Selover, seconded by Mary Winters to approve the following paragraph for inclusion with the document named below:

That the Colusa County Airport Land Use Commission finds the Colusa Industrial Properties' General Plan Amendment and Zoning Amendment project; and Draft Environmental Impact Report (document), November, 2007, is inconsistent with the Colusa County Airport Comprehensive Land Use Plan (ACLUP), June 5, 1995, for the following reasons:

1. The proposed concentration of residential units and people exceed the limits established in the ACLUP and the risks are not adequately mitigated.
2. The purposed businesses inside the Safety Area may create a concentration of people that exceed the limits established in the ACLUP and the risks are not mitigated.
3. The impact of existing airport noise on the proposed residential and businesses exceed the limits established in the ACLUP and the risks are not fully mitigated.

It is directed to send, along with this motion, a letter to Mr. Hackney, Planning Director, explaining the Commissions specific concerns of the document.

Attest: Carla Hendy, Administrative Secretary to the Colusa County Airport Land Use Commission.

Carla Hendy
Carla Hendy, Administrative Secretary

RECEIVED
DEC 18 2007
COLUSA COUNTY DEPARTMENT
OF PLANNING AND BUILDING

Attachment: Attachment #2 ALUC Inconsistency Findings of 12/17/2007 (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment #2

COLUSA COUNTY AIRPORT LAND USE COMMISSION

Harry A. Krug
Commission Staff

Office: 100 Sunrise Blvd., Suite F
Colusa, CA 95932
530-458-0580 FAX 458-5000

Airport: 2915 Highway 20
Colusa

December 17, 2007

Mr. Steve Hackney, Planning Director
Colusa County
220 12th Street
Colusa, CA 95932

Re. Consistency Review of the Colusa Industrial Properties' General Plan Amendment and Zoning Amendment project; and Draft Environmental Impact Report (document), November, 2007.

Dear Mr. Hackney:

The Colusa County Airport Land Use Commission (ALUC) has reviewed the above referenced document and has determined that the document is inconsistent with the Colusa County Airport Comprehensive Land Use Plan (ACLUP) adopted June 5, 1995. The ALUC also finds that the proposed land use amendment actions and the projects mitigation measures are lacking, inaccurate and unable to significantly mitigate the impacts from hazards to the public's safety and impacts to the public from noise generated by aircraft. Though not directly related to the ACLUP, the project EIR does not address the impacts to the Colusa County Airport as far as current and future economic development on the airport proper. Placing hazards near the airport and noise restrictions on airport activities does have a direct impact on future uses of the airport such as restrictions on flight schools and flight training, aircraft repair stations and other aviation related uses. The Colusa County Airport is the nerve center for agricultural aerial applicators during wet conditions when dirt airstrips are unusable and the hard surface runway is needed for aerial applications of seed, fertilizer and agricultural chemicals.

The ALUC concurs with the finding on page 4-79 of the document that the significant level after mitigation for noise would be significant and unavoidable because aircraft noise would still expose residences and businesses to unacceptable exterior (and possibly interior) noise levels. Although implementation of mitigation of the mitigation measures would reduce interior noise levels and notifies prospective buyers, these measures are not enough to reduce the impact to less than significant. Additionally, not all of the measures are feasible.

Attachment: Attachment #2 ALUC Inconsistency Findings of 12/17/2007 (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment #2

Therefore the ALUC finds the document inconsistent with the ACLUP for noise levels. The project can not be mitigated to meet ACLUP requirements for noise.

The ALUC concurs with the findings on page 4-127 of the document that the significant level after mitigation for safety would be significant and unavoidable because the mitigation measures would not reduce safety concerns associated with routine crop dusting operations.

Therefore the ALUC finds the document inconsistent with the ACLUP for housing and population densities. The project can not mitigated to meet ACLUP requirements to reduce risks to homes and congested areas.

The ALUC concurs with the analysis of the Aerial Application Operational Analysis for Colusa County Airport conducted by Mead & Hunt, October 2007. As stated, the conclusion is, "This analysis concludes that there are no reasonably implement able alternative flight paths and/or practical operational procedures that could be implemented at the Colusa County Airport that would sufficiently mitigate the negative impact that the proposed residential/commercial development area would have on the Airport's aerial application aircraft operations. The proposed development area is to be situated in an area that will be exposed on a regular and continuing basis to significant aircraft noise and low altitude over flights during both normal general aviation aircraft operations and aerial application aircraft operations. It can be anticipated that some of these aerial application aircraft-related noise impacts will occur at times that are most sensitive to residential land uses-early morning/dawn and late afternoon/dusk. No alternative flight paths and/or operational procedures were identified that would meaningfully mitigate or significantly reduce this negative noise impact and over flight exposure."

The following are comments pertaining to specific sections of the document:

4.1 Land Use

LU-1 – The project would be inconsistent with Colusa County General Plan land use policies LU-12 and LU-35 because the project would conflict with the adjacent airport and expose residents to excessive noise.

Mitigation Measure LU-1a: Design homes and businesses to reduce interior aircraft-related noise levels by up to 30dB.

ALUC Comments: The mitigation measure does not address outdoor activity associated with residential living and business activity thereby continuing an outdoor noise problem, especially to young children playing outdoors, and not fully mitigating the noise problem.

Mitigation Measure LU-1b.: Encourage aerial application operators to takeoff to the

Attachment #2

Attachment: Attachment #2 ALUC Inconsistency Findings of 12/17/2007 (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

south and land to the north when weather conditions permit.

ALUC Comments: The mitigation measure is unenforceable. Fully loaded aerial application aircraft need to take-off into the wind at all times. It is also an economic impact to aerial applicators who desire the shortest route to the application site. Mitigation measure does not address general aviation aircraft that also create noise on take-off and landing. The mitigation measure is of no value.

Mitigation Measure LU-1c.: Encourage aerial application operators to make early turns (left or right) during Runway 31 departures (northbound take-offs).

ALUC Comments: The mitigation measure is unenforceable. Fully loaded aerial application aircraft need to make shallow turns for safety reason. Making steep turns is unsafe and can lead to staling the aircraft and posing a hazard to people and structures. Mitigation measure does not address general aviation aircraft that also create noise on take-off and landing. The mitigation measure is of no value.

Mitigation Measure LU-1d.: Encourage straight-out departures for Runway 31 operations (northbound take-offs).

ALUC Comments: The mitigation measure is unenforceable. Requiring straight-out departures would place all aircraft over a greater population of people in the City of Colusa. That is why recommended aircraft patterns for landing and take-off are to the east of the airport, Left-hand pattern for Runway 13 and Right-hand pattern for Runway 31.

Mitigation Measure LU-1e.: Encourage power reduction during departures for Runway 31 operations (northbound take-offs).

ALUC Comments: The mitigation measure is unenforceable. General aviation aircraft do not have excess power to allow for power reduction during take-offs. Most general aviation aircraft must have full power until reaching cruise altitude. Aerial application aircraft must use full power during take-off to gain a safe altitude. Only large military and commercial jets, which do not use the Colusa County Airport, have excess power that can be reduced after lift-off. The mitigation measure is of no value.

Mitigation Measure LU-1f.: Require aerial application operators to comply with Federal Aviation Administration regulations for operations over congested areas, prohibiting loaded aircraft form overflying the development area at low altitudes.

ALUC Comments: This mitigation measures is a complete misunderstanding of the Code of Federal Regulations (CFR) pertaining to operating aircraft, both aerial application aircraft and general aviation aircraft, over congested areas. The regulation is as follows:

§ 91.119 Minimum safe altitudes: General.

Attachment #2

Attachment: Attachment #2 ALUC Inconsistency Findings of 12/17/2007 (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Except when necessary for takeoff or landing, no person may operate an aircraft below the following altitudes:

(a) *Anywhere.* An altitude allowing, if a power unit fails, an emergency landing without undue hazard to persons or property on the surface.

(b) *Over congested areas.* Over any congested area of a city, town, or settlement, or over any open air assembly of persons, an altitude of 1,000 feet above the highest obstacle within a horizontal radius of 2,000 feet of the aircraft.

(c) *Over other than congested areas.* An altitude of 500 feet above the surface, except over open water or sparsely populated areas. In those cases, the aircraft may not be operated closer than 500 feet to any person, vessel, vehicle, or structure.

(d) *Helicopters.* Helicopters may be operated at less than the minimums prescribed in paragraph (b) or (c) of this section if the operation is conducted without hazard to persons or property on the surface. In addition, each person operating a helicopter shall comply with any routes or altitudes specifically prescribed for helicopters by the Administrator.

As stated above, there is an exception to over-flights of congested areas during take-offs and landings. The mitigation measure is of no value.

LU-4 The project would not be consistent with the Colusa County Airport Comprehensive Land Use Plan with regard to noise standards, safety concerns, and incompatible land uses within the overflight zone.

Mitigation Measure LU-4a. Same ALUC Comments as LU-1a. above.

Mitigation Measure LU-4b.: Notify all prospective purchasers and users of the property in the project area of inconveniences or discomforts that may be accompany airport operations.

ALUC Comments: This is not a mitigation measure, in that it is already required by law. California Business and Professions Code Section 11010 specifies the following:

11010. (a) Except as otherwise provided pursuant to subdivision (c) or elsewhere in this chapter, any person who intends to offer subdivided lands within this state for sale or lease shall file with the Department of Real Estate an application for a public report consisting of a notice of intention and a completed questionnaire on a form prepared by the department.

Attachment #2

Attachment: Attachment #2 ALUC Inconsistency Findings of 12/17/2007 (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

(b) The notice of intention shall contain the following information about the subdivided lands and the proposed offering:
(13) (A) The location of all existing airports, and of all proposed airports shown on the general plan of any city or county, located within two statute miles of the subdivision. If the property is located within an **airport influence area**, the following statement shall be included in the notice of intention:

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an **airport influence area**. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.
(B) For purposes of this section, an "**airport influence area**," also known as an "**airport referral area**," is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

Requiring non-binding notices to all prospective purchasers and users of the property does not create a mitigation measure. An Avigation Easement required on a deed (Attachment One) would possibly relieve the airport from problems associated with incompatible land uses near the airport.

Mitigation Measure LU-4c.: Locate permanent water features associated with the golf course outside the approach-departure zone.

ALUC Comments: Colusa Industrial Properties has already established a permanent water feature (Highway 20/45 Storm Water Retention Pond) in the approach-departure zone of the airport. Relocation of the existing pond and all future pond locations would have to be reviewed to determine hazards to aircraft. Prior placement of the existing storm water pond showed lack of commitment for follow through on this mitigation measure.

Mitigation Measure LU-4d.: Same ALUC Comments as LU-1b. above.

Mitigation Measure LU-4e.: Same ALUC Comments as LU-1c. above.

Mitigation Measure LU-4f.: Same ALUC Comments as LU-1d. above.

Mitigation Measure LU-4g.: Same ALUC Comments as LU-1e. above.

Mitigation Measure LU-4h.: Same ALUC Comments as LU-1f. above.

Attachment #2

Attachment: Attachment #2 ALUC Inconsistency Findings of 12/17/2007 (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

4.4 Transportation and Traffic

TT-4 Project implementation may result in minor increases in airport traffic and could adversely affect air traffic patterns, resulting in increased safety concerns for aircraft operators.

Mitigation Measure: None

ALUC Comments: The ALUC concurs that this is a major safety concern for not only aircraft operator but also for the public who would be located in the project. Existing traffic pattern is designed to place the traffic away from the City of Colusa and the existing industrial park. Any changes to traffic patterns would pose a significant safety risk.

4.5 Noise

N-4 Ongoing aircraft overflights would expose project residences and businesses to excessive noise levels.

Mitigation Measure N-4a.: Same ALUC Comments as LU-1a. above.

Mitigation Measure N-4b.: Same ALUC Comments as LU-4b. above.

Mitigation Measure N-4c.: Same ALUC Comments as LU-1b. above.

Mitigation Measure N-4d.: Same ALUC Comments as LU-1c. above.

Mitigation Measure N-4e.: Same ALUC Comments as LU-1d. above.

Mitigation Measure N-4f.: Same ALUC Comments as LU-1e. above.

Mitigation Measure N-4g.: Same ALUC Comments as LU-1f. above.

It must be noted that CFR allows for noise from agricultural aircraft as follows:

§ 91.815 Agricultural and fire fighting airplanes: Noise operating limitations.

(a) This section applies to propeller-driven, small airplanes having standard airworthiness certificates that are designed for "agricultural aircraft operations" (as defined in §137.3 of this chapter, as effective on January 1, 1966) or for dispensing fire fighting materials.

(b) If the Airplane Flight Manual, or other approved manual material information, markings, or placards for the airplane indicate that the airplane has not been shown to

Attachment #2

Attachment: Attachment #2 ALUC Inconsistency Findings of 12/17/2007 (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

comply with the noise limits under part 36 of this chapter, no person may operate that airplane, except—

(1) To the extent necessary to accomplish the work activity directly associated with the purpose for which it is designed;

(2) To provide flight crewmember training in the special purpose operation for which the airplane is designed; and

(3) To conduct "nondispensing aerial work operations" in accordance with the requirements under §137.29(c) of this chapter.

4-10 Hazards and Hazardous Materials

HHM-3 Airport operations would expose project residents, visitors, and workers to health and safety risks associated with routine crop-dusting.

Mitigation Measure HHM-3a.: Notify all prospective purchasers and users of property near or adjacent to agricultural operations of inconveniences or discomforts that may accompany agricultural operations.

ALUC Comments: This mitigation measure is unrealistic and unachievable. Trying to explain all of the inconveniences and discomforts is subjective and argumentive. The mitigation measure should not be accepted.

Mitigation Measure HHM-3b.: Same ALUC Comments as LU-1b. above.

Mitigation Measure HHM-3c.: Same ALUC Comments as LU-1c. above.

Mitigation Measure HHM-3d.: Same ALUC Comments as LU-1d. above.

Mitigation Measure HHM-3e.: Same ALUC Comments as LU-1f. above.

4.14 Aesthetic

The project does not address possible hazards to pilot safety from project lighting. Pilots could be blinded during take-offs and landings over the project area.

ALUC Comments on EIR document in general:

The property line of the Colusa County Airport and Colusa Industrial Properties is not accurately depicted in Figures 3.2, 4.1-1, 4.1-3, 4.1-4, 4.8-2 and possibly other figures.

Traffic element does not reference Farinon Road. Project was changed from Sunrise Avenue to Farinon Road and this was not changed in the EIR.

Attachment #2

If you have any questions or need clarification on the comments from the ALUC, please contact Harry Krug, at 530-458-0580.

Sincerely,

John Goodman, Chairman
ALUC
Colusa County Airport

Attachment: Attachment #2 ALUC Inconsistency Findings of 12/17/2007 (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

PUBLIC UTILITIES CODE

Section 21676

21676. (a) Each local agency whose general plan includes areas covered by an airport land use compatibility plan shall, by July 1, 1983, submit a copy of its plan or specific plans to the airport land use commission. The commission shall determine by August 31, 1983, whether the plan or plans are consistent or inconsistent with the airport land use compatibility plan. If the plan or plans are inconsistent with the airport land use compatibility plan, the local agency shall be notified and that local agency shall have another hearing to reconsider its airport land use compatibility plans. The local agency may propose to overrule the commission after the hearing by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the local agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the local agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the local agency governing body may act without them. The comments by the division or the commission are advisory to the local agency governing body. The local agency governing body shall include comments from the commission and the division in the final record of any final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.

(b) Prior to the amendment of a general plan or specific plan, or the adoption or approval of a zoning ordinance or building regulation within the planning boundary established by the airport land use commission pursuant to Section 21675, the local agency shall first refer the proposed action to the commission. If the commission determines that the proposed action is inconsistent with the commission's plan, the referring agency shall be notified. The local agency may, after a public hearing, propose to overrule the commission by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the local agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the local agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the local agency governing body may act without them. The comments by the division or the commission are advisory to the local agency governing body. The local agency governing body shall include

comments from the commission and the division in the public record of any final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.

(c) Each public agency owning any airport within the boundaries of an airport land use compatibility plan shall, prior to modification of its airport master plan, refer any proposed change to the airport land use commission. If the commission determines that the proposed action is inconsistent with the commission's plan, the referring agency shall be notified. The public agency may, after a public hearing, propose to overrule the commission by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the public agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the public agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the public agency governing body may act without them. The comments by the division or the commission are advisory to the public agency governing body. The public agency governing body shall include comments from the commission and the division in the final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.

(d) Each commission determination pursuant to subdivision (b) or (c) shall be made within 60 days from the date of referral of the proposed action. If a commission fails to make the determination within that period, the proposed action shall be deemed consistent with the airport land use compatibility plan.

(Amended by Stats. 2003, Ch. 351, Sec. 3. Effective January 1, 2004.)

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

CERTIFIED BOARD ORDER OF THE COLUSA COUNTY BOARD OF SUPERVISORS

County of Colusa, State of California

REGULAR MEETING OF:	May 27, 2008
SUPERVISORS PRESENT:	Supervisors Evans, Marshall, Vann and, Indrieri.
SUPERVISORS ABSENT:	Supervisor Yerxa.

PLANNING & BUILDING: It is moved by Supervisor Vann, seconded by Supervisor Evans to approve the Findings required by the California Public Utilities Code Section 21676.5(a) that the Colusa Industrial Properties General Plan Amendment and Zoning Amendment are consistent with the purposes set forth in Public Utilities Code Section 21670. Motion carried: All yes. Absent: Supervisor Yerxa.

State Of California}
County of Colusa} ss.

I, KATHLEEN MORAN County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of Colusa, State of California, do hereby certify the foregoing to be a full, true and correct copy of AN ORDER made by the Board of Supervisors, as the same appears upon their minute book.

WITNESS my hand and seal of said Board of Supervisors, affixed this 29th of May 2008. (SEAL).

Attest: Kathleen Moran County Clerk and Ex-Officio Clerk of the Board of Supervisors

By Ann Nordyke
Ann Nordyke, Board Clerk

Proposed Findings Required by California Public Utilities Code Section 21676.5(a) that the Colusa Industrial Properties General Plan Amendment and Zoning Amendment are Consistent with the Purposes Set Forth in Public Utilities Code Section 21670

Proposed Decision to Overrule Colusa County Airport Land Use Commission Determination that Colusa Industrial Properties General Plan Amendment and Zoning Amendment are Inconsistent with Colusa County Airport Comprehensive Land Use Plan

Whereas, pursuant to California Public Utilities Code (PUC) Section 21676(b), Colusa County referred to the Colusa County Airport Land Use Commission (ALUC) the proposed Colusa Industrial Properties General Plan Amendment and Zoning Amendment (the CIP project) for a determination of consistency with the Colusa County Airport Comprehensive Land Use Plan (CLUP);

Whereas, on December 17, 2007, the ALUC, acting pursuant to its authority under PUC Section 21676(b), found that the CIP project is inconsistent with the CLUP for the following reasons (see Attachment A):

1. The proposed concentration of residential units and people exceeds the limits established in the CLUP, and the risks are not adequately mitigated.

2. The proposed business inside the Safety Area may create a concentration of people that exceed the limits established in the CLUP, and the risks are not mitigated.

3. The impact of existing airport noise on the proposed residential units and businesses exceeds the limits established by the CLUP, and the risks are not fully mitigated;

Whereas, the California Department of Transportation Division of Aeronautics on December 17, 2007, submitted a comment letter expressing similar concerns on the Draft EIR prepared for the CIP project;

Whereas, pursuant to PUC Section 21676(b), the County Board of Supervisors may after a public hearing propose to overrule a determination made by the ALUC so long as the Board makes specific findings that the proposed action is consistent with the purposes set forth in PUC Section 21670;

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Whereas, pursuant to PUC Section 21676(b), the County has conducted a public hearing on the proposed decision to overrule the ALUC's determination that the CIP project is inconsistent with the CLUP;

Whereas, the Board believes it is appropriate under its general authority provided in PUC Section 21676(b) to overrule the ALUC's determination that the CIP project is inconsistent with the CLUP; and

Whereas, pursuant to PUC Section 21676(b), the County will notify the ALUC and the California Department of Transportation Division of Aeronautics of this proposed decision and findings, and provide them the opportunity to comment prior to the final action on the override decision.

Now, therefore, it is resolved by the Colusa County Board of Supervisors that:

1. The Board of Supervisors finds that the CIP project is consistent with the purposes of PUC Section 21670 for the following reasons:

    a. The CIP project would not interfere with orderly development of the Colusa County Airport.

    The County has reviewed the CLUP's policies that guide orderly development of the Airport. Although the CIP project does create certain noise and safety conflicts with the Colusa County Airport, it would not interfere with orderly development of the Airport for the following reasons.

    The safety risks associated with the project are documented on pages 4-125 to 4-126 of the Draft EIR. The Draft EIR acknowledges that because of the potential for airplane accidents, project residents, visitors, and workers would be exposed to substantial hazards.

    Small portions of the project area are located within the approach-departure zone. However, no structures would be built within these areas. All project structures would be built within the overflight zone, which has a lower potential for aircraft accidents than the approach-departure zone. Furthermore, some existing residential development within the overflight zone has already been constructed within the City of Colusa, and such residential development has not interfered with orderly development of the Airport.

    To reduce the potential for project interference with orderly development of the Colusa County airport, as recommended by the ALUC, the County has modified EIR mitigation measure LU-4b to add the requirement for the project applicant to enter into an avigation easement with the County. This easement includes a release of liability for the County, airport operators, and aircraft operators for liabilities arising from the impositions granted by the easement. Mitigation measure LU-4b also includes a requirement for the applicant to notify all prospective purchasers and users of property in the project area of the inconveniences or discomforts that may accompany airport operations.

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Furthermore, to reduce potential airport noise and safety conflicts, the project applicant proposes to implement, and the County will adopt, a new EIR mitigation measure (N-4h) that would reduce the number of low density residential units in the southwest portion of the project area to 84 units (versus the maximum of 140 units analyzed in the Draft EIR). This mitigation measure also includes a wider aircraft corridor within the project area, rather than a narrower corridor adjacent to the project area as described in the Draft EIR.

The Draft EIR (pages 4-78 to 4-79) and Appendix B document the County's good faith efforts to develop additional mitigation measures requiring changes in airport or aircraft operations to further reduce safety impacts; however, these mitgation measures were determined to be infeasible. Therefore, the County finds that safety problems associated with the CIP project have been mitigated to the extent feasible.

b. The CIP project would be consistent with the overall goals and objectives of California airport noise standards, to the extent feasible.

The purpose of the California airport noise standards regulations is to provide a positive basis to accomplish resolution of existing noise problems in communities surrounding airports and to prevent the development of new noise problems. To accomplish this purpose, the regulations establish a quantitative framework within which the various interested parties (i.e., airport proprietors, aircraft operators, local communities, counties and the state) can work together cooperatively to reduce and prevent airport noise problems. 21 California Code of Regulations Sec. 5110.

As documented on page 4-77 of the Draft EIR, the CIP project would result in residences and businesses being exposed to outdoor aircraft noise levels exceeding County Noise Element and CLUP standards. Mitigation Measure N-4a requires the applicant to design homes and businesses to reduce interior aircraft-related noise levels by up to 30 dB, in order to achieve acceptable interior noise levels consistent with County and CLUP standards (45 dB). Furthermore, as described in Section 1(a) above, the County as mitigation for noise impacts will require avigation easements, notices to purchasers and users of property, and a reduced number of residential dwelling units exposed to excessive aircraft noise as compared to the original project proposal.

The Draft EIR (pages 4-78 to 4-79) and Appendix B document the County's good faith efforts to develop additional mitigation measures requiring changes in airport or aircraft operations to further reduce noise impacts; however, these mitgation measures were determined to be infeasible. Therefore, the County finds that the CIP project would be consistent with the overall goals and objectives of California airport noise standards, to the extent feasible.

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

c. The CIP project would create new noise and safety problems, but the public's exposure to excessive noise and safety hazards would be minimized to the extent feasible, and to the extent these areas are not already devoted to incompatible uses.

The CIP project's contributions to noise and safety impacts are documented in Sections 1(a) and 1(b) above. These sections also document the County's adoption of feasible mitigation measures to address these impacts, and the infeasibility of additional mitigation measures requiring changes in airport or aircraft operations to further reduce noise impacts. Furthermore, although the CIP project would result in additional populations within the overflight zone, this is not precedent-setting, as existing populations and planned urban land uses are already exposed to hazards in the overflight zone. The overflight zone currently includes some existing residential development within the City of Colusa, and the City's recently adopted General Plan designates additional lands in the overflight zone for urban development.

Therefore, the County finds that the public's exposure to excessive noise and safety hazards would be minimized to the extent feasible, and that portions of the overflight zone are already devoted to incompatible residential uses. Proposed land uses associated with the CIP project fall within a level of acceptable risk considered to be a community norm within Colusa County.

2. Based on the findings set forth above, the CIP project would be consistent with the purposes set forth in PUC Section 21670.

3. Therefore, the Board of Supervisors believes it is appropriate under its general authority provided in PUC Section 21676(b) to overrule the ALUC's determination that the CIP project is inconsistent with the CLUP.

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment A: Colusa County ALUC December 17 Letter to Colusa County Planning Department

Attachment B: Division of Aeronautics December 27, 2007 Letter to Colusa County Planning Department

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment A

COLUSA COUNTY AIRPORT LAND USE COMMISSION

Harry A. Krug
Commission Staff

Office: 100 Sunrise Blvd., Suite F
Colusa, CA 95932
530-458-0580 FAX 458-5000

Airport: 2915 Highway 20
Colusa

December 17, 2007

At the regular meeting of the Colusa County Airport Land Use Commission on December 17, 2007, it was moved by Richard Selover, seconded by Mary Winters to approve the following paragraph for inclusion with the document named below:

That the Colusa County Airport Land Use Commission finds the Colusa Industrial Properties' General Plan Amendment and Zoning Amendment project; and Draft Environmental Impact Report (document), November, 2007, is inconsistent with the Colusa County Airport Comprehensive Land Use Plan (ACLUP), June 5, 1995, for the following reasons:

1. The proposed concentration of residential units and people exceed the limits established in the ACLUP and the risks are not adequately mitigated.
2. The purposed businesses inside the Safety Area may create a concentration of people that exceed the limits established in the ACLUP and the risks are not mitigated.
3. The impact of existing airport noise on the proposed residential and businesses exceed the limits established in the ACLUP and the risks are not fully mitigated.

It is directed to send, along with this motion, a letter to Mr. Hackney, Planning Director, explaining the Commissions specific concerns of the document.

Attest: Carla Hendy, Administrative Secretary to the Colusa County Airport Land Use Commission.

Carla Hendy
Carla Hendy, Administrative Secretary

RECEIVED
DEC 18 2007
COLUSA COUNTY DEPARTMENT
OF PLANNING AND BUILDING

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

COLUSA COUNTY
AIRPORT LAND USE COMMISSION

Harry A. Krug
Commission Staff

Office: 100 Sunrise Blvd., Suite F
Colusa, CA 95932
530-458-0580 FAX 458-5000

Airport: 2915 Highway 20
Colusa

December 17, 2007

Mr. Steve Hackney, Planning Director
Colusa County
220 12th Street
Colusa, CA 95932

Re. Consistency Review of the Colusa Industrial Properties' General Plan Amendment and Zoning Amendment project; and Draft Environmental Impact Report (document), November, 2007.

Dear Mr. Hackney:

The Colusa County Airport Land Use Commission (ALUC) has reviewed the above referenced document and has determined that the document is inconsistent with the Colusa County Airport Comprehensive Land Use Plan (ACLUP) adopted June 5, 1995. The ALUC also finds that the proposed land use amendment actions and the projects mitigation measures are lacking, inaccurate and unable to significantly mitigate the impacts from hazards to the public's safety and impacts to the public from noise generated by aircraft. Though not directly related to the ACLUP, the project EIR does not address the impacts to the Colusa County Airport as far as current and future economic development on the airport proper. Placing hazards near the airport and noise restrictions on airport activities does have a direct impact on future uses of the airport such as restrictions on flight schools and flight training, aircraft repair stations and other aviation related uses. The Colusa County Airport is the nerve center for agricultural aerial applicators during wet conditions when dirt airstrips are unusable and the hard surface runway is needed for aerial applications of seed, fertilizer and agricultural chemicals.

The ALUC concurs with the finding on page 4-79 of the document that the significant level after mitigation for noise would be significant and unavoidable because aircraft noise would still expose residences and businesses to unacceptable exterior (and possibly interior) noise levels. Although implementation of mitigation of the mitigation measures would reduce interior noise levels and notifies prospective buyers, these measures are not enough to reduce the impact to less than significant. Additionally, not all of the measures are feasible.

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Therefore the ALUC finds the document inconsistent with the ACLUP for noise levels. The project can not be mitigated to meet ACLUP requirements for noise.

The ALUC concurs with the findings on page 4-127 of the document that the significant level after mitigation for safety would be significant and unavoidable because the mitigation measures would not reduce safety concerns associated with routine crop dusting operations.

Therefore the ALUC finds the document inconsistent with the ACLUP for housing and population densities. The project can not mitigated to meet ACLUP requirements to reduce risks to homes and congested areas.

The ALUC concurs with the analysis of the Aerial Application Operational Analysis for Colusa County Airport conducted by Mead & Hunt, October 2007. As stated, the conclusion is, "This analysis concludes that there are no reasonably implement able alternative flight paths and/or practical operational procedures that could be implemented at the Colusa County Airport that would sufficiently mitigate the negative impact that the proposed residential/commercial development area would have on the Airport's aerial application aircraft operations. The proposed development area is to be situated in an area that will be exposed on a regular and continuing basis to significant aircraft noise and low altitude over flights during both normal general aviation aircraft operations and aerial application aircraft operations. It can be anticipated that some of these aerial application aircraft-related noise impacts will occur at times that are most sensitive to residential land uses-early morning/dawn and late afternoon/dusk. No alternative flight paths and/or operational procedures were identified that would meaningfully mitigate or significantly reduce this negative noise impact and over flight exposure."

The following are comments pertaining to specific sections of the document:

4.1 Land Use

LU-1 – The project would be inconsistent with Colusa County General Plan land use policies LU-12 and LU-35 because the project would conflict with the adjacent airport and expose residents to excessive noise.

Mitigation Measure LU-1a: Design homes and businesses to reduce interior aircraft-related noise levels by up to 30dB.

ALUC Comments: The mitigation measure does not address outdoor activity associated with residential living and business activity thereby continuing an outdoor noise problem, especially to young children playing outdoors, and not fully mitigating the noise problem.

Mitigation Measure LU-1b.: Encourage aerial application operators to takeoff to the

south and land to the north when weather conditions permit.

ALUC Comments: The mitigation measure is unenforceable. Fully loaded aerial application aircraft need to take-off into the wind at all times. It is also an economic impact to aerial applicators who desire the shortest route to the application site. Mitigation measure does not address general aviation aircraft that also create noise on take-off and landing. The mitigation measure is of no value.

Mitigation Measure LU-1c.: Encourage aerial application operators to make early turns (left or right) during Runway 31 departures (northbound take-offs).

ALUC Comments: The mitigation measure is unenforceable. Fully loaded aerial application aircraft need to make shallow turns for safety reason. Making steep turns is unsafe and can lead to staling the aircraft and posing a hazard to people and structures. Mitigation measure does not address general aviation aircraft that also create noise on take-off and landing. The mitigation measure is of no value.

Mitigation Measure LU-1d.: Encourage straight-out departures for Runway 31 operations (northbound take-offs).

ALUC Comments: The mitigation measure is unenforceable. Requiring straight-out departures would place all aircraft over a greater population of people in the City of Colusa. That is why recommended aircraft patterns for landing and take-off are to the east of the airport, Left-hand pattern for Runway 13 and Right-hand pattern for Runway 31.

Mitigation Measure LU-1e.: Encourage power reduction during departures for Runway 31 operations (northbound take-offs).

ALUC Comments: The mitigation measure is unenforceable. General aviation aircraft do not have excess power to allow for power reduction during take-offs. Most general aviation aircraft must have full power until reaching cruise altitude. Aerial application aircraft must use full power during take-off to gain a safe altitude. Only large military and commercial jets, which do not use the Colusa County Airport, have excess power that can be reduced after lift-off. The mitigation measure is of no value.

Mitigation Measure LU-1f.: Require aerial application operators to comply with Federal Aviation Administration regulations for operations over congested areas, prohibiting loaded aircraft form overflying the development area at low altitudes.

ALUC Comments: This mitigation measures is a complete misunderstanding of the Code of Federal Regulations (CFR) pertaining to operating aircraft, both aerial application aircraft and general aviation aircraft, over congested areas. The regulation is as follows:

§ 91.119 Minimum safe altitudes: General.

Except when necessary for takeoff or landing, no person may operate an aircraft below the following altitudes:

(a) *Anywhere.* An altitude allowing, if a power unit fails, an emergency landing without undue hazard to persons or property on the surface.

(b) *Over congested areas.* Over any congested area of a city, town, or settlement, or over any open air assembly of persons, an altitude of 1,000 feet above the highest obstacle within a horizontal radius of 2,000 feet of the aircraft.

(c) *Over other than congested areas.* An altitude of 500 feet above the surface, except over open water or sparsely populated areas. In those cases, the aircraft may not be operated closer than 500 feet to any person, vessel, vehicle, or structure.

(d) *Helicopters.* Helicopters may be operated at less than the minimums prescribed in paragraph (b) or (c) of this section if the operation is conducted without hazard to persons or property on the surface. In addition, each person operating a helicopter shall comply with any routes or altitudes specifically prescribed for helicopters by the Administrator.

As stated above, there is an exception to over-flights of congested areas during take-offs and landings. The mitigation measure is of no value.

LU-4 The project would not be consistent with the Colusa County Airport Comprehensive Land Use Plan with regard to noise standards, safety concerns, and incompatible land uses within the overflight zone.

Mitigation Measure LU-4a. Same ALUC Comments as LU-1a. above.

Mitigation Measure LU-4b.: Notify all prospective purchasers and users of the property in the project area of inconveniences or discomforts that may be accompany airport operations.

ALUC Comments: This is not a mitigation measure, in that it is already required by law. California Business and Professions Code Section 11010 specifies the following:

11010. (a) Except as otherwise provided pursuant to subdivision (c) or elsewhere in this chapter, any person who intends to offer subdivided lands within this state for sale or lease shall file with the Department of Real Estate an application for a public report consisting of a notice of intention and a completed questionnaire on a form prepared by the department.

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

(b) The notice of intention shall contain the following information about the subdivided lands and the proposed offering:
(13) (A) The location of all existing airports, and of all proposed airports shown on the general plan of any city or county, located within two statute miles of the subdivision. If the property is located within an **airport influence area**, the following statement shall be included in the notice of intention:

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an **airport influence area**. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.
(B) For purposes of this section, an "**airport influence area**," also known as an "**airport referral area**," is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

Requiring non-binding notices to all prospective purchasers and users of the property does not create a mitigation measure. An Avigation Easement required on a deed (Attachment One) would possibly relieve the airport from problems associated with incompatible land uses near the airport.

Mitigation Measure LU-4c.: Locate permanent water features associated with the golf course outside the approach-departure zone.

ALUC Comments: Colusa Industrial Properties has already established a permanent water feature (Highway 20/45 Storm Water Retention Pond) in the approach-departure zone of the airport. Relocation of the existing pond and all future pond locations would have to be reviewed to determine hazards to aircraft. Prior placement of the existing storm water pond showed lack of commitment for follow through on this mitigation measure.

Mitigation Measure LU-4d.: Same ALUC Comments as LU-1b. above.

Mitigation Measure LU-4e.: Same ALUC Comments as LU-1c. above.

Mitigation Measure LU-4f.: Same ALUC Comments as LU-1d. above.

Mitigation Measure LU-4g.: Same ALUC Comments as LU-1e. above.

Mitigation Measure LU-4h.: Same ALUC Comments as LU-1f. above.

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

4.4 Transportation and Traffic

TT-4 Project implementation may result in minor increases in airport traffic and could adversely affect air traffic patterns, resulting in increased safety concerns for aircraft operators.

Mitigation Measure: None

ALUC Comments: The ALUC concurs that this is a major safety concern for not only aircraft operator but also for the public who would be located in the project. Existing traffic pattern is designed to place the traffic away from the City of Colusa and the existing industrial park. Any changes to traffic patterns would pose a significant safety risk.

4.5 Noise

N-4 Ongoing aircraft overflights would expose project residences and businesses to excessive noise levels.

Mitigation Measure N-4a.: Same ALUC Comments as LU-1a. above.

Mitigation Measure N-4b.: Same ALUC Comments as LU-4b. above.

Mitigation Measure N-4c.: Same ALUC Comments as LU-1b. above.

Mitigation Measure N-4d.: Same ALUC Comments as LU-1c. above.

Mitigation Measure N-4e.: Same ALUC Comments as LU-1d. above.

Mitigation Measure N-4f.: Same ALUC Comments as LU-1e. above.

Mitigation Measure N-4g.: Same ALUC Comments as LU-1f. above.

It must be noted that CFR allows for noise from agricultural aircraft as follows:

§ 91.815 Agricultural and fire fighting airplanes: Noise operating limitations.

(a) This section applies to propeller-driven, small airplanes having standard airworthiness certificates that are designed for "agricultural aircraft operations" (as defined in §137.3 of this chapter, as effective on January 1, 1966) or for dispensing fire fighting materials.

(b) If the Airplane Flight Manual, or other approved manual material information, markings, or placards for the airplane indicate that the airplane has not been shown to

comply with the noise limits under part 36 of this chapter, no person may operate that airplane, except—

(1) To the extent necessary to accomplish the work activity directly associated with the purpose for which it is designed;

(2) To provide flight crewmember training in the special purpose operation for which the airplane is designed; and

(3) To conduct "nondispensing aerial work operations" in accordance with the requirements under §137.29(c) of this chapter.

4-10 Hazards and Hazardous Materials

HHM-3 Airport operations would expose project residents, visitors, and workers to health and safety risks associated with routine crop-dusting.

Mitigation Measure HHM-3a.: Notify all prospective purchasers and users of property near or adjacent to agricultural operations of inconveniences or discomforts that may accompany agricultural operations.

ALUC Comments: This mitigation measure is unrealistic and unachievable. Trying to explain all of the inconveniences and discomforts is subjective and argumentive. The mitigation measure should not be accepted.

Mitigation Measure HHM-3b.: Same ALUC Comments as LU-1b. above.

Mitigation Measure HHM-3c.: Same ALUC Comments as LU-1c. above.

Mitigation Measure HHM-3d.: Same ALUC Comments as LU-1d. above.

Mitigation Measure HHM-3e.: Same ALUC Comments as LU-1f. above.

4.14 Aesthetic

The project does not address possible hazards to pilot safety from project lighting. Pilots could be blinded during take-offs and landings over the project area.

ALUC Comments on EIR document in general:

The property line of the Colusa County Airport and Colusa Industrial Properties is not accurately depicted in Figures 3.2, 4.1-1, 4.1-3, 4.1-4, 4.8-2 and possibly other figures.

Traffic element does not reference Farinon Road. Project was changed from Sunrise Avenue to Farinon Road and this was not changed in the EIR.

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

If you have any questions or need clarification on the comments from the ALUC, please contact Harry Krug, at 530-458-0580.

Sincerely,

John Goodman, Chairman
ALUC
Colusa County Airport

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

ATTACHMENT ONE

RECORDING REQUESTED BY:
County of Colusa

WHEN RECORDED MAIL TO:
Colusa County Airport
100 Sunrise Blvd., Suite F
Colusa, California 95932

NO FEE DOCUMENT
Per Govt. Code 6103

GRANT OF AVIGATION AND NOISE EASEMENT

The Grant of Easement is made on MMMMM DD, YYYY by and XXXX XXXX (herein collectively referred to as "Grantor") and the County of Colusa, a Political Subdivision of the State of California, acting by and through its Board of Supervisors with reference to the following facts:

A. Grantor owns real property in Colusa County, California ("Grantor's Property"). The legal description for Grantor's Property is attached as Exhibit "A". Grantor's Property includes the air space above it.

B. The County of Colusa owns and operates Colusa County Airport in Colusa County, California (the "Airport"). The description for the Airport is attached as Exhibit "B".

C. The Airport is a General Aviation airport for the region and also has some other Aviation and related activity, Grantor and Grantee recognize and agree that the Airport will grow and traffic will increase over time.

D. Grantor has requested and in consideration for the land use approval, Grantor has agreed to give the County of Colusa the Easement described below.

NOW, THEREFORE, the parties agree as follows:

Section 1. Grant of Easement

A. For valuable consideration, Grantor grants to the County of Colusa a perpetual, nonexclusive, assignable avigation and noise easement in and over Grantor's Property for noise and other negative impacts resulting from aircraft

flying to and from, and other operations at the Airport ("Airport Operations") and a right-of-way for the free and unrestricted passage of aircraft of any and all kinds now or hereafter known in, through, across and about the airspace beginning at a point one hundred (100) feet above the surface of said Grantor's Property. This Easement specifically permits the imposition of light, smoke, air currents, electronic or other emissions, vibrations, discomfort, inconvenience, and interference with use and enjoyment resulting from Airport Operations producing noise. This Easement is fully effective as of the date set forth above.

B. Such easement and right-of-way includes, but is not limited to:

1. The easement and right-of-way is for the use and benefit of the public and includes the continuing right to fly, or cause or permit the flight by any and all persons, of aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace one hundred (100) feet above Grantor's Property; and

2. The right to cause or create, permit or allow to be caused or created within all space above the existing surface of said Grantor's Property and any and all airspace laterally adjacent to said Grantor's Property, such noise, vibration, current and other effects of air, illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air; and

3. A continuing right to clear, and keep clear, the Airspace (hereinafter "Airspace"), defined as starting one hundred (100) feet above Grantor's Property and extending upwards thereafter as necessary for air transportation or air operation purposes of any portions of building, structures, or improvements of any and all kinds, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or other things which extend into or above the Airspace and the right to cut those portions of any trees which extend into or above the Airspace.

4. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures or other improvements, and trees or other objects, which extend into or above the Airspace; and

5. The right to ingress to, passage within, and egress from the hereinabove described Grantor's Property for the purposes described in subparagraphs "3" and "4" above.

C. Grantor, on behalf of itself, its successors and assigns, hereby convenants

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

with the County of Colusa and for the direct benefit of the real property constituting Colusa County Airport described in Exhibit "B" as follows:

1. That Grantor, its successors and assigns will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Grantor's Property described herein, to extend into or above the Airspace, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted; and

2. That Grantor, its successors and assigns, will not hereafter use or permit the use of said Grantor's Property in such a manner as to create electrical, electronic or other airwave interference with radio, radar or other communications, operation between a Federal Aviation Administration control tower upon Colusa County Airport and any aircraft.

D. The easements and right-of-way granted herein shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the Colusa County Airport as described in Exhibit "B", and shall further be deemed in gross, being conveyed to the Grantee for the benefit of the Grantee and any and all members of the general public who may use said easement or right-of-way or derive benefit from the taking off from, landing upon or operating such aircraft in or about the said Colusa County Airport, or in otherwise flying through said Airspace over Grantor's Property.

E. This grant of easement shall not operate to deprive the Grantor, its successors or assigns, of any rights, which it may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft.

F. These covenants and agreement run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantor, and for the purpose of this instrument, the Grantor's Property as described in Exhibit "A" is the servient tenement and said Colusa County Airport is the dominant tenement.

Section 2. Release

Grantor releases the County of Colusa and Airport operators and aircraft operators using the Airport from any claims, losses, liabilities or expenses (collectively, "Losses") arising from the impositions permitted by this Easement, as well as from noise and other negative impacts resulting from Airport Operations prior to the date of this Easement. This Release covers all past, present and future Losses, whether known or unknown. This Release includes damages for physical or emotional injuries, nuisance or any taking of Grantor's Property. Grantor specifically waives application of California Civil Code, Section 1542, which provides as follows:

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Grantor shall not sue for damages in connection with Losses released by this Easement, nor seek to enjoin the impositions permitted by this Easement. The County of Colusa will not have to set aside buffer lands, re-route air traffic, erect sound or other barriers, establish curfews, relocate Airport Operations or take other measures to eliminate or lessen the impositions permitted by this Easement.

Section 3. Continuous Benefits and Burdens

This Easement burdens the Grantors' Property for the benefit of the Airport. It runs with the land under California Civil Code Section 1468. The benefits and burdens created by this instrument apply to and bind the parties' successors, heirs and assigns.

Grantor agrees that in any marketing material regarding transfers, in whole or in part, of the Grantor's Property, this easement and the terms thereof, shall be disclosed. In addition, Grantor agrees that it will inform all interested parties including, but not limited to, those holding liens or encumbrances on all or a portion of the Property, about this Easement and shall provide a copy of this Easement if they so request.

Section 4. Recordation

The County of Colusa shall record this document in the Official Records of Colusa County.

GRANTOR:

Dated:_____ By: _____
XXXX XXXXX

Dated:_____ By: _____

GRANTEE:

COUNTY OF COLUSA, a political subdivision of the State of California

Dated:_____ By_____
Chairperson of the Board of Supervisors
"COUNTY"

(SEAL)

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

ATTEST: _____
Clerk of the Board of Supervisors

APPROVED AS TO THE TERMS AND CONDITIONS:

_____
Harry A. Krug
Director of Airport Operations

REVIEWED AND APPROVED BY:

_____
Henry E. Rodegerdts
County Counsel

W:\DEPTRANS\AIRPORTS\2004\hegle04\avigeasemt.mather.Lot.doc

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS – M.S.#40
1120 N STREET
P. O. BOX 942873
SACRAMENTO, CA 94273-0001
PHONE (916) 654-4959
FAX (916) 653-9531
TTY 711

Attachment B

Flex your power!
Be energy efficient!

RECEIVED
JAN 2 2008
COLUSA COUNTY DEPARTMENT
OF PLANNING AND BUILDING

December 27, 2007

Mr. Stephen Hackney
Colusa County
220 12th Street
Colusa, CA 95932

Dear Mr. Hackney:

Draft Environmental Impact Report for a General Plan Amendment and Zoning Amendment for Colusa Industrial Properties; SCH# 2006052113

The California Department of Transportation (Caltrans), Division of Aeronautics (Division), reviewed the above-referenced document with respect to airport-related noise and safety impacts and regional aviation land use planning issues pursuant to the California Environmental Quality Act (CEQA). The Division has technical expertise in the areas of airport operations safety, noise, and airport land use compatibility. We are a funding agency for airport projects, and we have permit authority for public-use and special-use airports and heliports.

The proposal is for a General Plan Amendment and a Rezone for approximately 151 acres of industrial land within the Colusa Industrial Park. The amendment and rezoning would designate 50 acres of land Urban Residential/Single Family Residential; 17 acres Urban Residential/High Density Residential; 56 acres Parks and Recreation/General Recreation; and 28 acres Commercial, Community Commercial, and Highway Commercial. The project site is located approximately 500 feet northwest of the Colusa County Airport.

In accordance with CEQA, Public Resources Code Section 21096, the Caltrans Airport Land Use Planning Handbook (Handbook) must be utilized as a resource in the preparation of environmental documents for projects within an airport land use compatibility plan boundaries or if such a plan has not been adopted, within two miles of an airport. The Handbook is a resource that should be applied to all public-use airports. The Handbook is published on-line at http://www.dot.ca.gov/hq/planning/aeronaut/humlfile/landuse.php.

Protecting people and property on the ground from the potential consequences of near-airport aircraft accidents is a fundamental land use compatibility-planning objective. While the chance of an aircraft injuring someone on the ground is historically quite low, an aircraft accident is a high-consequence event. To protect people and property on the ground from the risks of near-airport-aircraft accidents, some form of restrictions on land use are essential. The two principal methods for reducing the risk of injury and property damage on the ground are to limit the number of persons in an area and to limit the area covered by occupied structures.

Portions of the project site appear to be within safety zones 1, 2, 3, 4, and 6, for Colusa County Airport, as defined in the Caltrans Handbook. The Runway Protection Zone (RPZ) is the most

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

critical of the airport safety zones, considered to be at "very high risk" due its proximity to the end of the runway. The Handbook generally recommends prohibiting all new structures within the RPZ. Just beyond the RPZ is the Inner Approach/Departure Zone, which is considered to be at "substantial risk". The RPZ together with the inner safety zones encompass 30 to 50 percent of the near-airport aircraft accident sites.

The Federal Aviation Administration's (FAA) Airport Design Guide, AC150/5300-13, contains guidance pertaining to land uses within the Runway Protection Zone (RPZ). The RPZ is further broken down into three sub areas: The Runway Object Free Area, Object Free Area Extension, and Controlled Activity Area. Also, as part of FAA grant assurances, if an airport sponsor receives federal funds for an airport, it is required that the city restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations.

Public Utilities Code Section 21659 prohibits structural hazards near airports. In accordance with Federal Aviation Regulation, Part 77, "Objects Affecting Navigable Airspace," a Notice of Proposed Construction or Alteration (Form 7460-1) may be required by the FAA. Form 7460-1 is available on-line at https://oeaaa.faa.gov/oeaaa/external/portal.jsp and should be submitted electronically to the FAA.

Business and Professions Code Section 11010 and Civil Code Sections 1102.6, 1103.4, and 1353 address buyer notification requirements for lands around airports and are available on-line at http://www.leginfo.ca.gov/calaw.html. Any person who intends to offer land for sale or lease within an airport influence area is required to disclose that fact to the person buying the property.

The proposal should be submitted to the Colusa County Airport Land Use Commission (ALUC) for review. The proposal should also be coordinated with Colusa County Airport staff to ensure that the proposal will be compatible with future as well as existing airport operations.

Aviation plays a significant role in California's transportation system. This role includes the movement of people and goods within and beyond our State's network of over 250 airports. Aviation contributes nearly 9 percent of both total State employment (1.7 million jobs) and total State output ($110.7 billion) annually. These benefits are discussed in the study "Aviation in California: Benefits to Our Economy and Way of Life" available on-line at http://www.dot.ca.gov/hq/planning/aeronaut/. Aviation improves mobility, generates tax revenue, saves lives through emergency response, medical and fire fighting services, annually transports air cargo valued at over $170 billion and generates over $14 billion in tourist dollars, which in turn improves our economy and quality of life.

The protection of airports from incompatible land use encroachment is vital to California's economic future. Colusa County Airport is an economic asset that should be protected through effective airport land use compatibility planning and awareness. Although the need for compatible and safe land uses near airports in California is both a local and a State issue,

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

airport staff, airport land use commissions and airport land use compatibility plans are key to protecting an airport and the people residing and working in the vicinity of an airport. Consideration given to the issue of compatible land uses in the vicinity of an airport should help to relieve future conflicts between airports and their neighbors.

These comments reflect the areas of concern to the Division with respect to airport-related noise and safety impacts and regional airport land use planning issues. We advise you to contact our Caltrans District 3 office in Marysville at (530) 741-4211 concerning surface transportation issues.

Thank you for the opportunity to review and comment on this proposal. If you have any questions, please call me at (916) 654-7075.

Sincerely,

Ron Bolyard

RON BOLYARD
Aviation Environmental Planner

c: State Clearinghouse, Colusa ALUC, Colusa County Airport

Attachment: Attachment #4 Board Findings Overruling ALUC Findings (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment #5 NOT FOR CONSTRUCTION

*PRELIMINARY

COLUSA INDUSTRIAL PARK

CONCEPTUAL LAND PLAN

FOR RESIDENTIAL AREA

PROJECT NUMBER 06-207

SHEET 1 OF 1

CALIFORNIA ENGINEERING COMPANY, INC.
ENGINEERING · PLANNING · SURVEYING · COMMUNITY DEVELOPMENT
1110 CIVIC CENTER BLVD. STE. 101
YUBA CITY, CA. 95993
(530) 751-9092 (FAX)
(530) 751-1063 (VOICE)

DATE: DECEMBER 14, 2007
SCALE: 1"=200'
DRAWN BY: SMC
DESIGNED BY: SMC
CHECKED BY: SMC

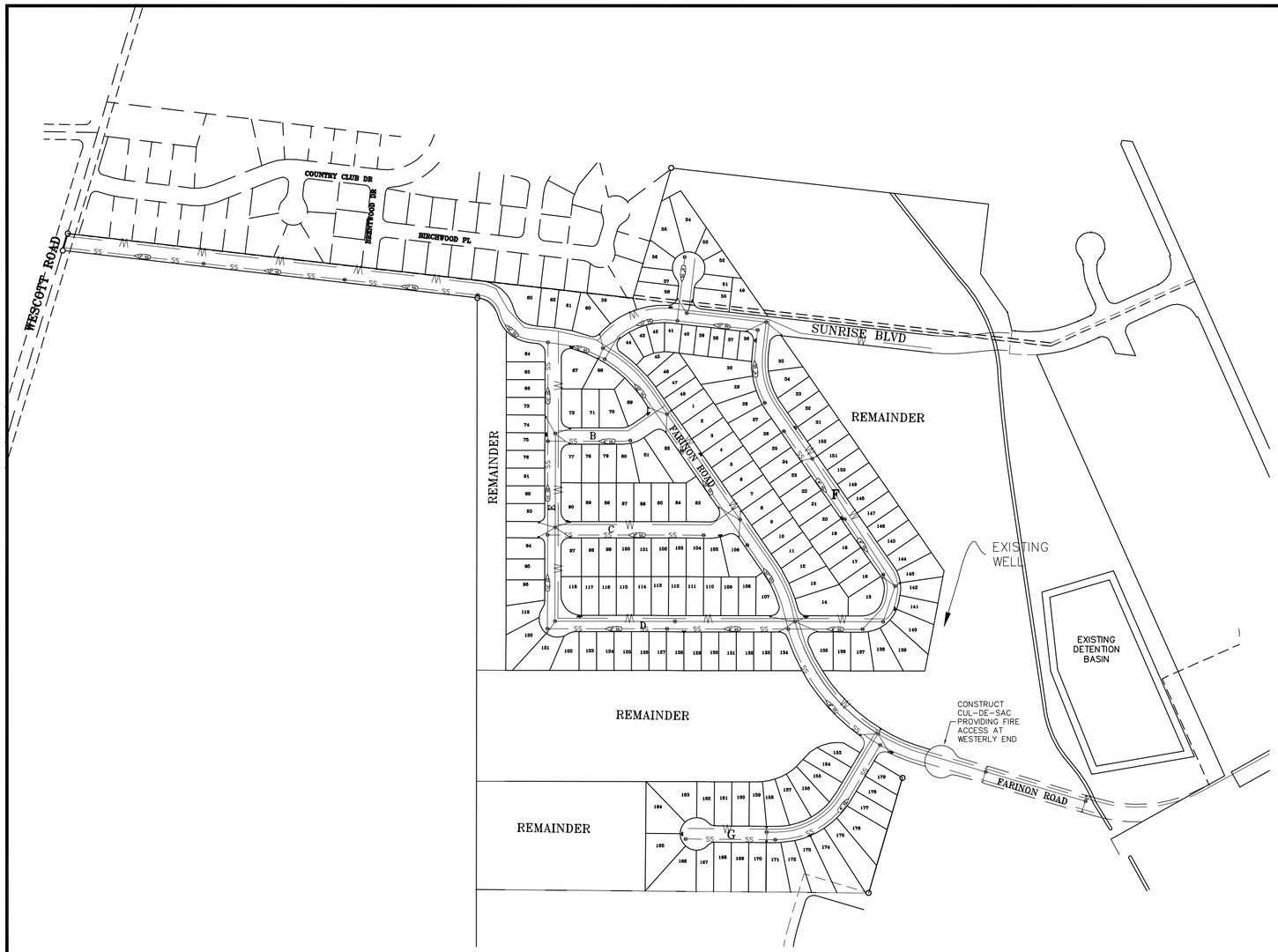
NO.	DATE	DESCRIPTION

California Engineering Company is not responsible for the accuracy or completeness of this document generated by others from electronic media

RECEIVED
JAN 23 2008
COLUSA COUNTY DEPARTMENT OF PLANNING & BUILDING

S:\Project Files\06-207 CIP-ER\CADD\PLANNING\200721 4.CP 4map4.mtn with gpolygon with dwt loops for residdwg Jan 19, 2008-09:24 am

Attachment #6



PROJECT NOTES:

OWNER:
COLUSA INDUSTRIAL PROPERTIES, INC.
ED HULBERT
50 SUNRISE BLVD
COLUSA, CA 95932

ENGINEER/SURVEYOR:
NORTH VALLEY ENGINEERING AND SURVEYING
1527 STARR DRIVE SUITE "U"
YUBA CITY, CALIFORNIA 95993
(530) 713-0417

ASSESSOR'S PARCEL NUMBER:
APN: 017-130-021, -055 & -069

LOT ACREAGE:
PARCEL ACREAGE AS SHOWN.

EXISTING USE:
LOW DENSITY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
PARKS/ RECREATION/ OPEN SPACE

PROPOSED USE
NO CHANGE

EXISTING ZONING:
R-1 PD: SINGLE FAMILY RESIDENTIAL
R-4 PD: GENERAL APARTMENT
O-S PD: OPEN SPACE

PROPOSED ZONING:
NO CHANGE

BUILDINGS & STRUCTURES:
NONE

WATER, SEWAGE:
CITY OF COLUSA

UNDERGROUND ALERT SERVICES:
1-800-642-2444

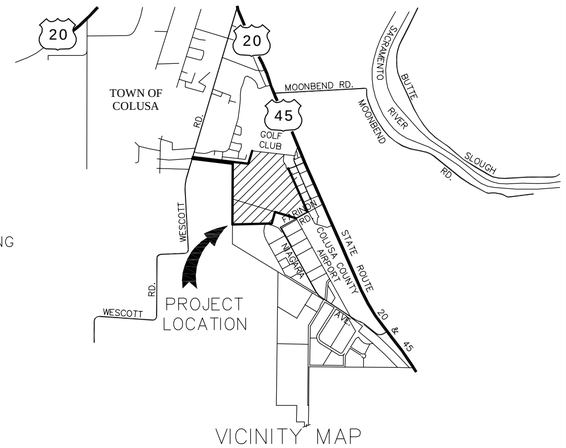
ELECTRICAL, GAS:
PG&E
530-673-6576

FLOOD PLAIN DESIGNATION:
LOCATED WITHIN FLOOD ZONE X

PHASING
OWNER RESERVES THE RIGHT TO FILE MULTIPLE PHASED MAPS

THE FOLLOWING ARE REQUESTED TO BE EXEMPT FROM THIS MAP DUE TO NO PROPOSED CHANGE IN LAND USE:

CONTOURS, CROSS SECTIONS, SOILS REPORT



VICINITY MAP
NOT TO SCALE

LEGEND:

- EXISTING ROW
- STREET CENTERLINE
- EXISTING EASEMENT
- EXISTING ACCESS EASEMENT
- EXISTING PARCEL LINE
- EXISTING ADJOINER PARCEL
- PROPOSED PROJECT BOUNDARY
- PROPOSED PARCEL LINE
- PROPOSED ROW

TENTATIVE SUBDIVISION MAP 01-16

BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M., IN THE COUNTY OF COLUSA, IN THE STATE OF CALIFORNIA.

SCALE: 1"=100' MAY 2016

SHEET 1 OF 1

Attachment: Attachment #6 2016 City Amended Tentative Subdivision Map (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment #6

BIRCHWOOD PL

SUNRISE BLVD

FARINON ROAD

REMAINDER

REMAINDER

N

1"=100'

LEGEND:

- EXISTING ROW
- STREET CENTERLINE
- EXISTING EASEMENT
- EXISTING ACCESS EASEMENT
- EXISTING PARCEL LINE
- EXISTING ADJOINER PARCEL
- PROPOSED PROJECT BOUNDARY
- PROPOSED PARCEL LINE
- PROPOSED ROW

TENTATIVE SUBDIVISION MAP 01-16

BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M., IN THE COUNTY OF COLUSA, IN THE STATE OF CALIFORNIA.

SCALE: 1"=100' MAY, 2016

SHEET 2 OF 3

Attachment: Attachment #6 2016 City Amended Tentative Subdivision Map (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment #6

N

1"=100'

100.00'

REMAINDER

REMAINDER

EXISTING WELL

EXIST DETEN BAS

CONSTRUCT CUL-DE-SAC PROVIDING FIRE ACCESS AT WESTERLY END

FARINON ROAD

LEGEND:

- EXISTING ROW
- STREET CENTERLINE
- EXISTING EASEMENT
- EXISTING ACCESS EASEMENT
- EXISTING PARCEL LINE
- EXISTING ADJOINER PARCEL
- PROPOSED PROJECT BOUNDARY
- PROPOSED PARCEL LINE
- PROPOSED ROW

TENTATIVE SUBDIVISION MAP 01-16

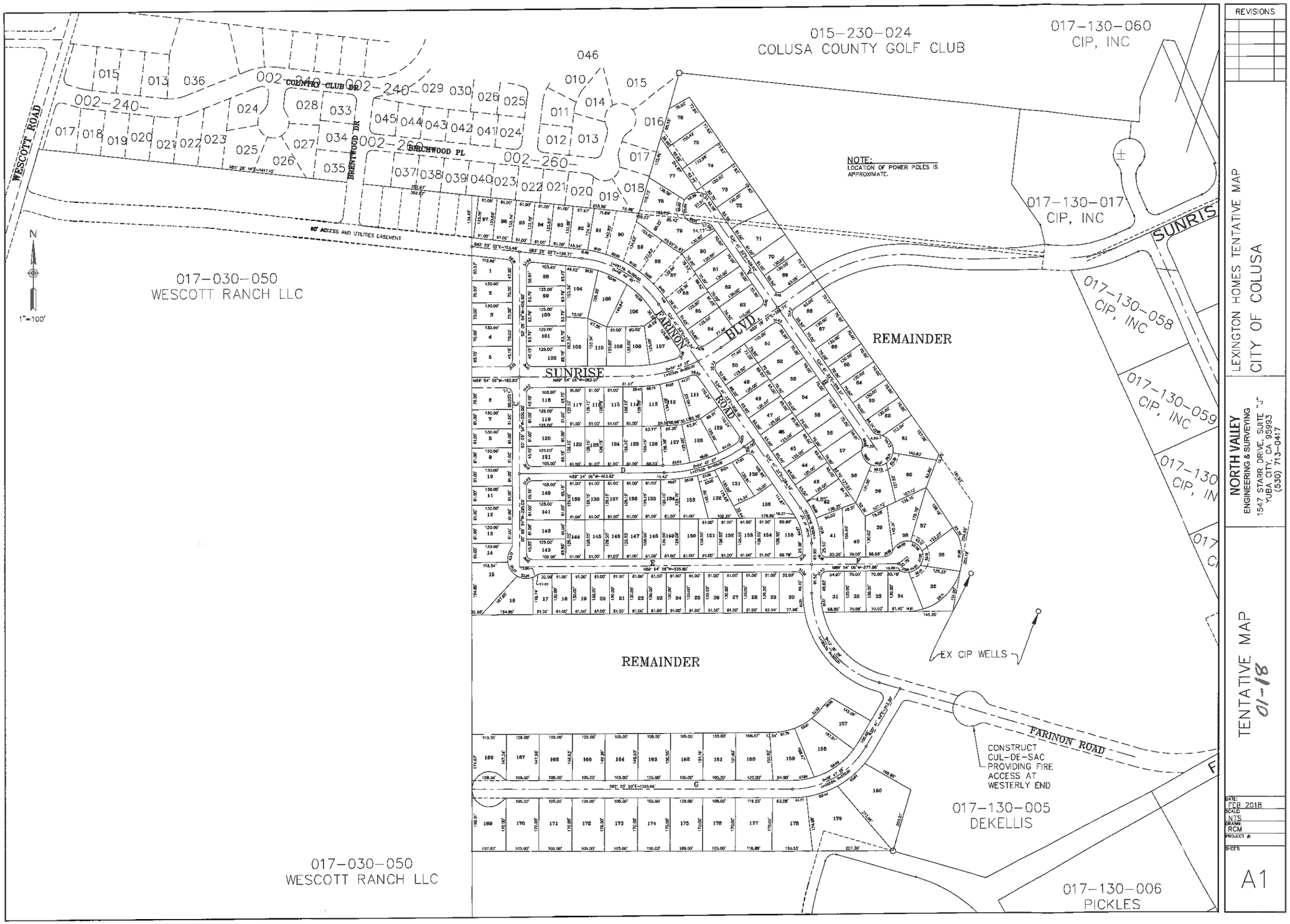
BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M., IN THE COUNTY OF COLUSA, IN THE STATE OF CALIFORNIA.

SCALE: 1"=100'

MAY, 2016

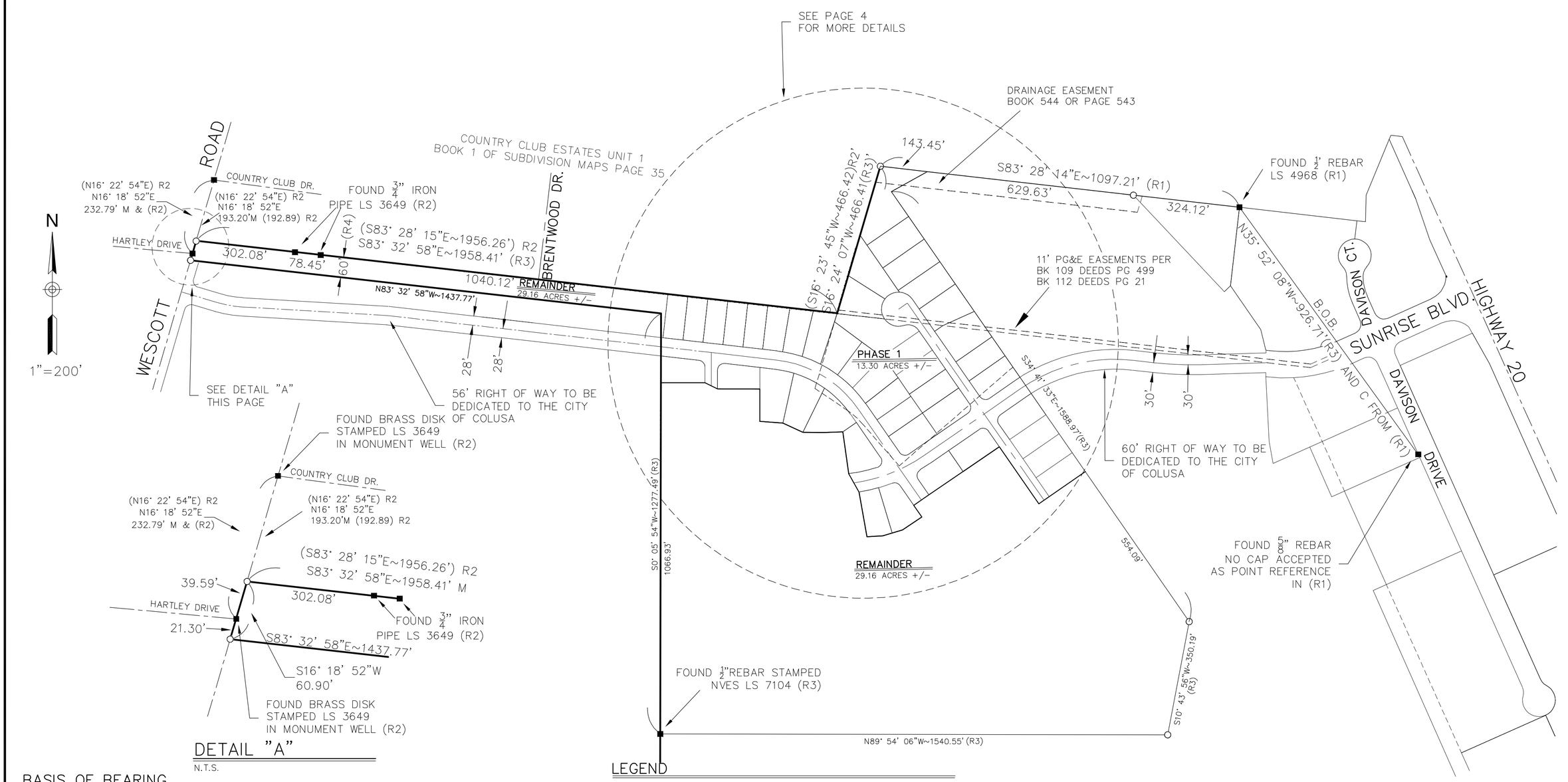
SHEET 3 OF 3

Attachment: Attachment #6 2016 City Amended Tentative Subdivision Map (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))



Attachment: Attachment #7 2018 City Amended Tentative Subdivision Map (6394 : Colusa Industrial Park Residential Development (ALUC #21-

Attachment #8



DETAIL "A"

N.T.S.

BASIS OF BEARING

THE BEARING N35 52'08" W BETWEEN FOUND MONUMENTS AS INDICATED ON THIS MAP AND AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 7 OF PARCEL MAPS AT PAGE 82, COLUSA COUNTY RECORDS IS THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP

RECORD REFERENCES

R1 PARCEL MAP NO. 00-4-1 BOOK 6 OF PM PAGE 12

R2 COUNTRY CLUB ESTATES UNIT 1 BOOK 1 SM PAGE 35

R3 BOOK 7 OF PARCEL MAPS AT PAGE 82

R4 COLUSA COUNTY LOT LINE ADJUSTMENT NO. 14-2-4

PREPARED BY:
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

LEGEND

- ■ FOUND MONUMENT AS DESCRIBED
- ● SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104
- ⊷ SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104, 4.50' FROM PROPERTY CORNER ALONG PROPERTY LINE
- ▲ SET BRASS DISK IN MONUMENT WELL STAMPED LS 7104
- ○ CALCULATED POINT, NOTHING FOUND OR SET
- ( ) EMBRACES RECORD DATA
- M MEASURED
- B.O.B. BASIS OF BEARING
- C CALCULATED

200'

SUBDIVISION MAP

SUNRISE LANDING SUBDIVISION PHASE 1

BEING A RESUBDIVISION OF PARCELS 1 AND 2 OF THAT CERTAIN PARCEL MAP RECORDED IN BOOK 7 OF PARCEL MAPS AT PAGE 82, COLUSA COUNTY RECORDS LYING WITHIN SECTION 5 T 15 N R1W M.D.B.& M.
CITY OF COLUSA, COLUSA COUNTY
CALIFORNIA MAY 2019

Attachment: Attachment #8 Phase 1 Final Map for Sunrise Landing (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment #8

RECORD REFERENCES

R1 PARCEL MAP NO. 00-4-1 BOOK 6 OF PM PAGE 12

R2 COUNTRY CLUB ESTATES UNIT 1 BOOK 1 SM PAGE 35

R3 BOOK 7 OF PARCEL MAPS AT PAGE 82

R4 COLUSA COUNTY LOT LINE ADJUSTMENT NO. 14-2-4

LEGEND

- ■ FOUND MONUMENT AS DESCRIBED
- ● SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104
- ⊸● SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104, 4.50' FROM PROPERTY CORNER ALONG PROPERTY LINE
- ▲ SET BRASS DISK IN MONUMENT WELL STAMPED LS 7104
- ○ CALCULATED POINT, NOTHING FOUND OR SET
- ( ) EMBRACES RECORD DATA
- M MEASURED
- B.O.B. BASIS OF BEARING
- C CALCULATED

N

1"=60'

MATCH LINE THIS SHEET

KITTYHAWK DRIVE

KING AIR DRIVE

VOYAGER CRT.

SUNRISE BLVD.

FALCON COURT

11' PG&E EASEMENTS PER BK 109 DEEDS PG 499 BK 112 DEEDS PG 21

DRAINAGE EASEMENT BOOK 544 OR PG 543

20' ACCESS AND UTILITIES EASEMENT FOR THE BENEFIT OF LOTS 74, 75 AND 76 CREATED WITH THE FILING OF THIS MAP

PREPARED BY:
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

BASIS OF BEARING

THE BEARING N35° 52'08" W BETWEEN FOUND MONUMENTS AS INDICATED ON THIS MAP AND AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 7 OF PARCEL MAPS AT PAGE 82, COLUSA COUNTY RECORDS IS THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP

60'

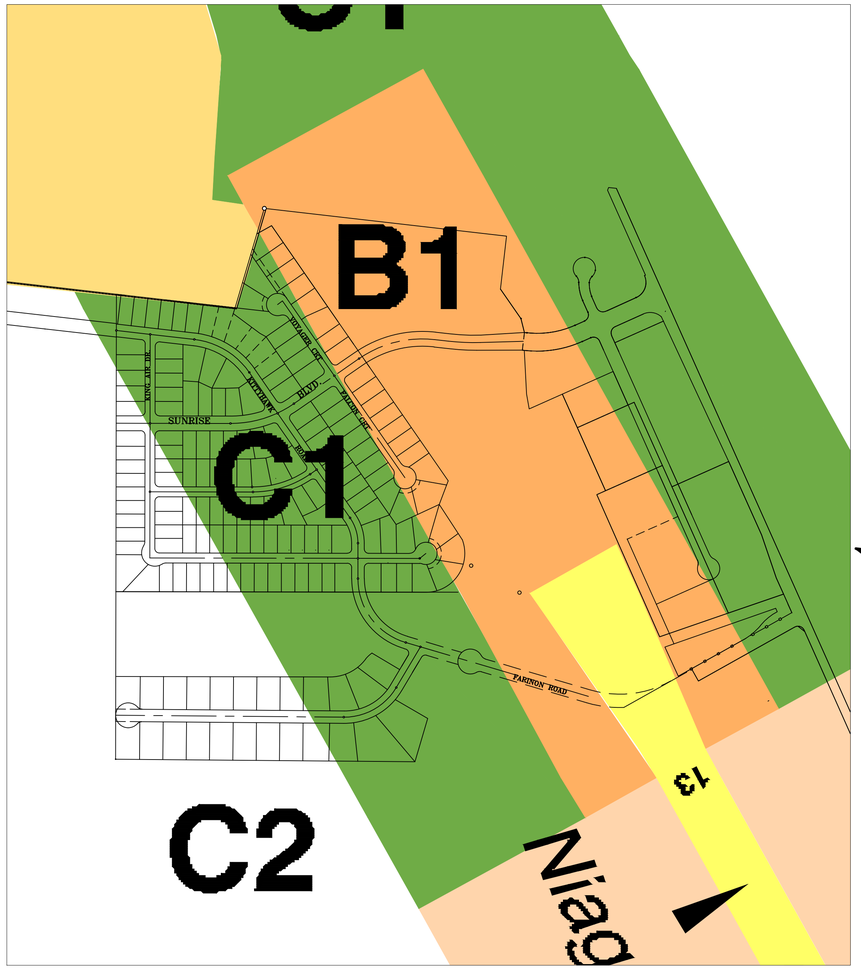
SUBDIVISION MAP

SUNRISE LANDING SUBDIVISION PHASE 1

BEING A RESUBDIVISION OF PARCELS 1 AND 2 OF THAT CERTAIN PARCEL MAP RECORDED IN BOOK 7 OF PARCEL MAPS AT PAGE 82, COLUSA COUNTY RECORDS LYING WITHIN SECTION 5 T 15 N R1W M.D.B.& M. CITY OF COLUSA, COLUSA COUNTY CALIFORNIA MAY 2019

Attachment: Attachment #8 Phase 1 Final Map for Sunrise Landing (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

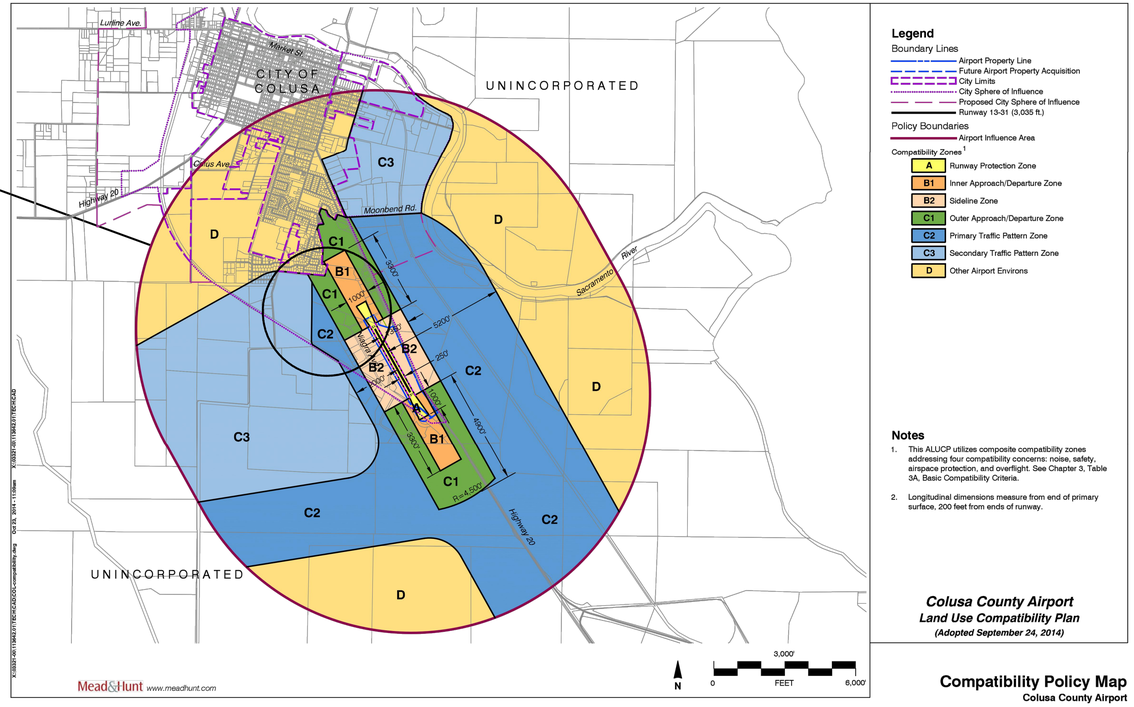
Attachment #9



DETAIL

NTS

SEE DETAIL



NVES

CIP PROPERTIES
PLOT PLAN

	DESIGNED BY: GEORGE MUSALLAM	DWG.NO.: 1
	DRAWN BY: RANA MOORE	
NVES	CHECKED BY: GEORGE MUSALLAM	SHT. NO.: P-1
1547 STARR DRIVE SUITE "J"	JOB NO.:	
YUBA CITY, CA 95993	FILE NAME: NA	
(530) 713-0417		

Attachment: Attachment #9 2018 Tentative Subdivision Map and Airport Compatibility Zones (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

Attachment: Attachment #10 ALUCP Density Calculation and Development Comparison (6394 : Colusa

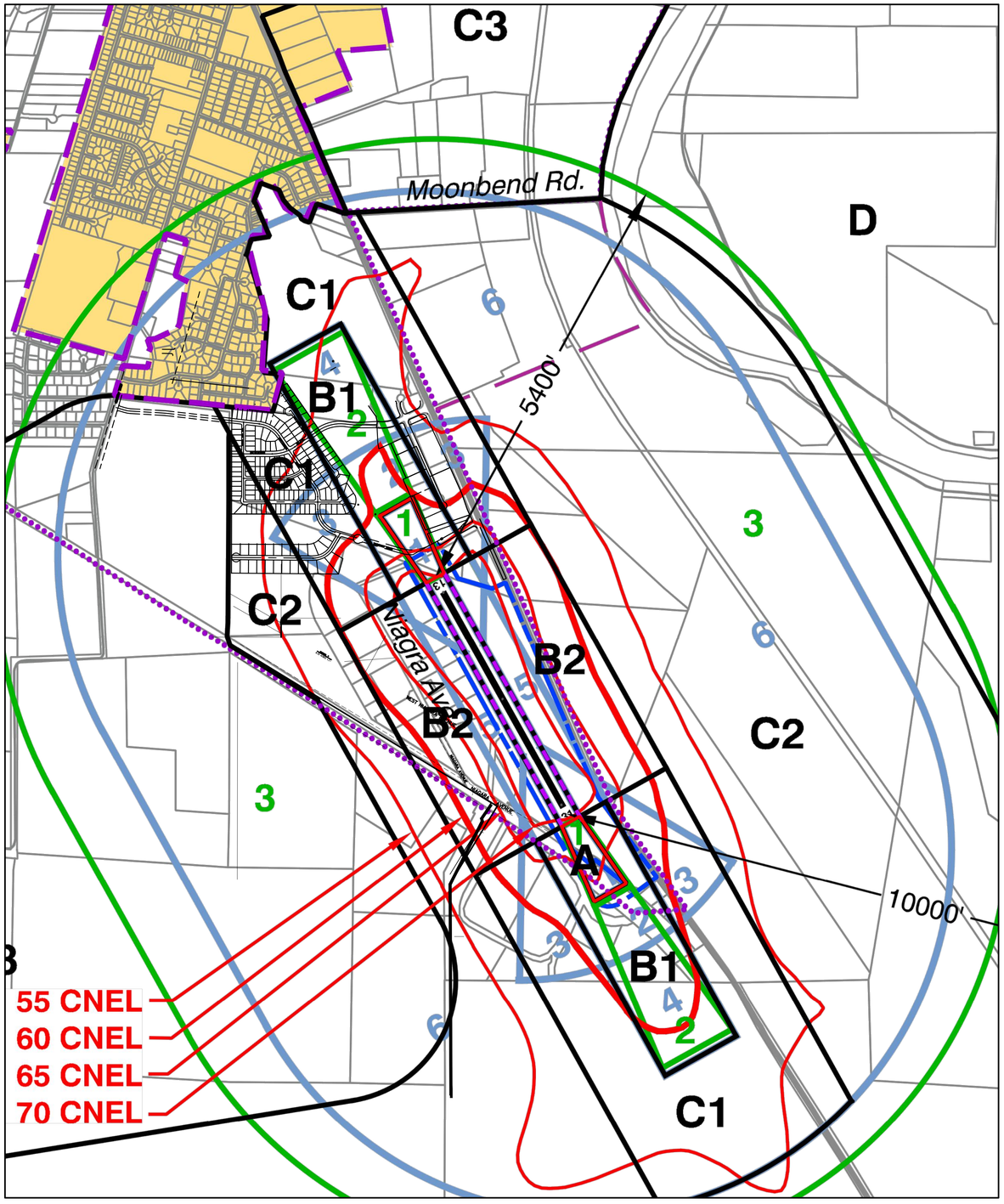
CIP Residential Density Comparison Vs. Compatibility Zone Density Requirements

Compatibility Zone	Density		Units	Acreage of Compatibility Zone	Actual Density	
	Average (du's/acre)	Maximum (du's/acre)	2018 Plan (City)		Average (du's/acre)	Maximum (du's/acre)
B-1	1:20	4:1	21	62	1:3.0	4.5:1
C-1	1:10	4:1	115	53	1:0.5	5.2:1
C-2	1:5	4:1	44	50	1:1.1	5.5:1
		Total	***180***	***164***		

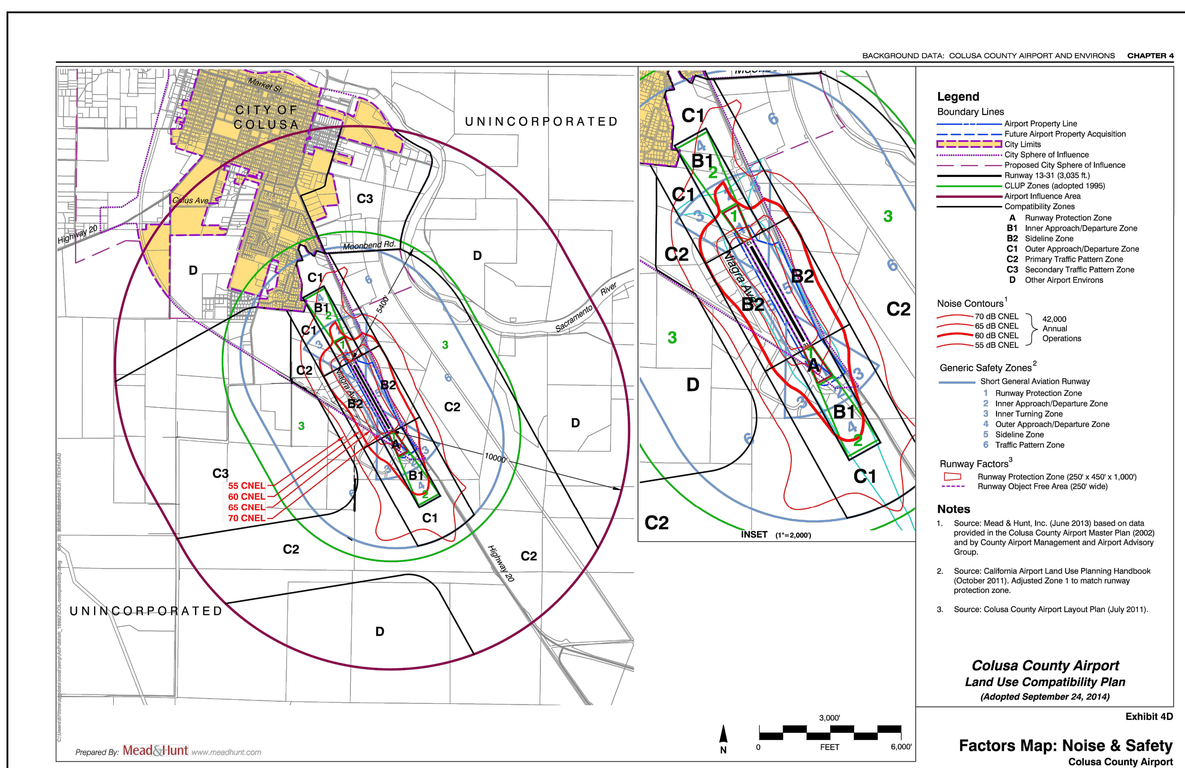
Density Comparisons: 2008 Proposed vs. 2008 Approved vs. 2018 Approved

Compatibility Zone	Acreage of Compatibility Zone	Units Per Different Plans			Density (du's/acre)		
		2008 Proposed Plan 286 Units (County)	2008 Approved Plan 230 Units (County)	2018 Approved Plan 180 Units (City)	286 Unit Plan (County)	230 Unit Plan (County)	180 Unit Plan (City)
B-1	62	0	0	21	N/A	N/A	0.34
C-1	53	235	198	115	4.48	3.77	2.19
C-2	50	51	32	44	1.03	0.64	0.89
	164	***286***	***230***	***180***	***1.74***	***1.40***	***1.10***

Attachment #11



DETAIL
NTS

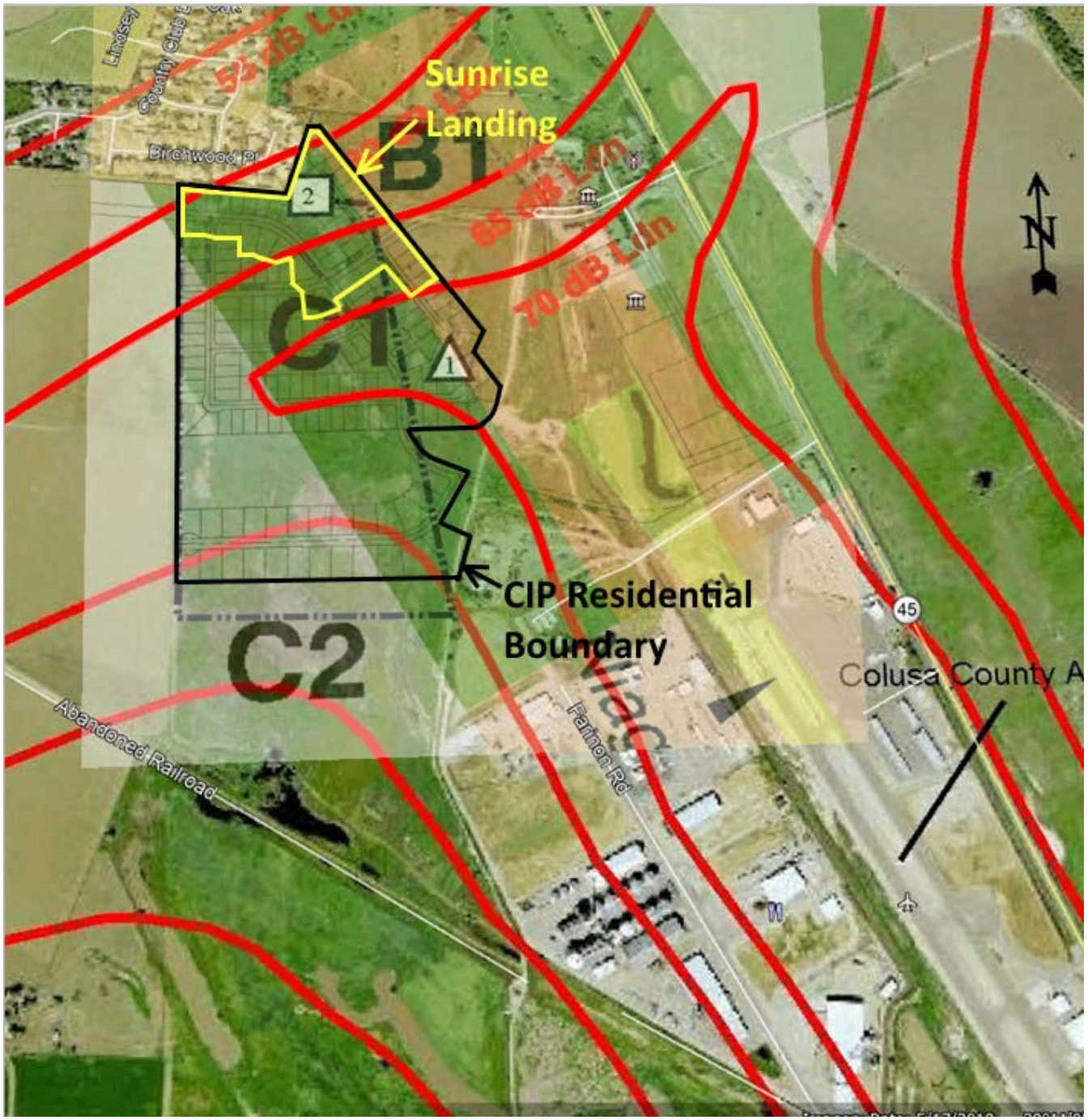


NVES
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

CIP PROPERTIES
NOISE CONTOURS

DESIGNED BY: GEORGE MUSALLAM
DRAWN BY: RANA MOORE
CHECKED BY: GEORGE MUSALLAM
JOB NO.:
FILE NAME: NA
DWG.NO.: 2
SHT. NO.: P-2

Attachment: Attachment #11 ALUCP Noise Contour Map (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))



Attachment: Attachment #12 2008 EIR Noise Contours and 2018 Development (6394 : Colusa Industrial Park Residential Development (ALUC

ORDINANCE NO. 513

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND COLUSA INDUSTRIAL PROPERTIES, INC. APPLICABLE TO FUTURE RESIDENTIAL DEVELOPMENT WITH APNS: 017-130-021, -055, -069

The City Council of the City of Colusa does ordain as follows:

Section 1. Recitals

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 Section 65864, et seq., of the Government Code (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, the development application for the Colusa Industrial Park, Inc residential project ("Project") was submitted to the City of Colusa in January 2016. Since that time, the City has been in the process of evaluating the Project in accordance with Government Code section 65451; and

WHEREAS, the Project is a 116.1-acre subdivision and Development Agreement (attached hereto as Exhibit A, incorporated herein by reference) supporting new residential land uses and associated infrastructure and roads in the City of Colusa. The Project includes 52.53 acres of Low Density Residential land; 5.98 acres of High Density land; and 117.59 acres of Open Space land.

WHEREAS, the Project was addressed within the *City of Colusa 2007 General Plan Master Environmental Impact Report (MEIR)*, which was certified in accordance with the requirements of the California Environmental Quality Act (CEQA). Additionally, the Project was addressed within the *General Plan Amendment and Zoning Amendment for Colusa Industrial Properties – Draft & Final Environmental Impact Reports* ("CIP EIR"), certified by the County of Colusa in 2008; and

WHEREAS, a subsequent initial study environmental document was prepared for the Project in accordance with the requirements of the California Environmental Quality Act (CEQA). This initial study determined that the proposed project would have NO ADDITIONAL SIGNIFICANT EFFECT on the environment, that NO NEW ADDITIONAL MITIGATION MEASURES OR ALTERNATIVES may be required, and that the Project IS WITHIN THE SCOPE of the City of Colusa 2007 General Plan MEIR. Therefore, in accordance with CEQA Guidelines Section 15177 (a) & (b), no additional environmental documents are required.

WHEREAS, in accordance with Government Code sections 65854 and 65867, the City of Colusa Planning Commission ("Planning Commission") held a noticed, public hearing on March 23, 2016, to consider the Project and the Project applicant's requested approvals, including the Development Agreement with Colusa Industrial Park, Inc; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091; and

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

WHEREAS, during the public hearing, the Planning Commission considered a written staff report on the Development Agreement, and all other oral and written comments presented to them; and

WHEREAS, following the conclusion of the public hearing, the Planning Commission adopted Resolution No. 2016-02 recommending to the City Council approval of the Development Agreement; and

WHEREAS, in accordance with Government Code section 65355, the City of Colusa City Council held a noticed, public hearing on April 19, 2016, to consider the Project, the Project applicant's requested approvals, including a Development Agreement, in accordance with Government Code section 65867, the recommendation of the Planning Commission; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code section 65090 and 65091; and

WHEREAS, during the public hearing, the City Council considered a written staff report on the Project, and all other oral and written comments presented to them; and

Section 2. Findings and Determination

On the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the City of Colusa's General Plan, and (c) on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, in that:

In accordance with Government Code section 65867.5(b), the Development Agreement is consistent with the City's General Plan. The Development Agreement vests the City of Colusa General Plan land-use designations, residential development densities, and development impact fees and sets forth the Landowner's general obligations related to subsequent land-use approvals. As required by Government Code section 65867.5(b), is consistent with the City's General Plan. The findings and evidence to support this General Plan consistency determination are set forth below.

In general, the Project is consistent with the General Plan as follows:

- The residential and open space land uses as proposed by the Project are exactly consistent with the allowable land uses and densities prescribed within the City of Colusa General Plan.
- The Project represents desired land-use patterns (master-planned neighborhoods, and parks, as envisioned in the General Plan Land Use Element, Special Planning Area #5).
- The Project is consistent with the General Plan Circulation Element and Municipal Facilities and Services Element because it mirrors the related master infrastructure studies and reports, prepared subsequent to adoption of the General Plan.
- Sufficient Park and Open Space lands are designated within project, consistent with the Parks and Recreation Master Plan, prepared subsequent to adoption of the General Plan.

B. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land-use area in which the Project site is located in that the project approvals comply with the current General Plan land uses adopted by the City on October 30, 2007.

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

D. The Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Project will implement General Plan goals and policies for comprehensive planning of various land uses, infrastructure, open space, parks and schools at this location.

E. The Development Agreement will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with all the programs and policies of the General Plan and the provisions of this agreement. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA process, except for those impacts found to be significant and unavoidable for which the City Council previously adopted a Statement of Overriding Considerations.

F. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan, and it will comply with policies and development standards of the required, future general development plan.

G. The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5 in that it includes all the substantive elements, and has been processed consistent with, all the procedural requirements of Government Code sections 65864 through 65869.5.

Section 3. CEQA Compliance

In compliance with the California Environmental Quality Act, on October 30, 2007, the City of Colusa City Council, pursuant to Resolution No. 07-29, certified an MEIR, adopted environmental findings pursuant to CEQA guidelines section 15091, adopted a statement of overriding considerations, and adopted a mitigation measures in support of the Colusa Industrial Properties residential Project. Additionally, on May 20, 2014, the City of Colusa City Council, considered the Draft Initial Study and Environmental Analysis for Colusa Industrial Park, which determined that the Project would have NO ADDITIONAL SIGNIFICANT EFFECT on the environment, that NO NEW ADDITIONAL MITIGATION MEASURES OR ALTERNATIVES may be required, and that the Project IS WITHIN THE SCOPE of the City of Colusa General Plan MEIR, pursuant to CEQA guidelines Section 15177.

Section 4. Approval

The City Council hereby approves the Development Agreement between the City of Colusa and Colusa Industrial Properties, Inc. (Exhibit A) and authorizes the Mayor to execute such Development Agreement.

Section 5. Recordation

Within ten (10) days after the Development Agreement is executed by the Mayor, the City Clerk shall submit the Agreements to the County Recorder for recordation.

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

Section 6. Severability

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 7. Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and/or posted as required by law.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Colusa, California, held on April 19, 2016, and was passed and adopted at a regular meeting of the City Council held on May 17, 2016 by the following vote:

AYES: Womble, Kelleher, Acree, Ponciano and Reische.

NOES: None.

ABSENT: None.

ABSTAIN: None.

THOMAS REISCHE, MAYOR

ATTEST:

Shelly Kittle, City Clerk

EXHIBITS

A: *Development Agreement by and between the City of Colusa and Colusa Industrial Properties, Inc*

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF COLUSA
AND COLUSA INDUSTRIAL PROPERTIES, INC
RELATIVE TO THE
COUNTRY CLUB ESTATES PROJECT

This Development Agreement is entered into this 17th day of May 2016, by and between the CITY OF COLUSA, a municipal corporation ("City"), and COLUSA INDUSTRIAL PROPERTIES, INC, ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

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 Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Colusa and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Property. The subject of this Agreement is the development of those certain parcels of land, consisting of approximately 116.1±, acres as described in Exhibit "A" and shown on Exhibit "B" (hereinafter the "Property"). The Property is part of Special Planning Area #5 commonly referred to in the City's General Plan, adopted by the Colusa City Council on October 30, 2007 (the "General Plan"). Landowner represents that it holds all legal and equitable interests in the Property, and Landowner agrees to be bound by this Agreement.

C. The Property is currently undeveloped and is located within the City Limits.

D. The General Plan and more specifically the EIR adopted November 2007 reviewed the following land uses within the Property, to be incorporated into subsequent land use entitlements, as set forth below, for the following gross acres:

Low Density Residential Units	52.53
High Density Residential Units	5.98
Open Space	117.59

E. Environmental Impact Report. On May 28, 2008, the County of Colusa, certified as adequate and complete the Final EIR (the "EIR") (State Clearinghouse #2006052113) for the Project. The City of Colusa caused to be prepared and certified as

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

adequate and complete the City of Colusa Master Environmental Impact Report (MEIR) which considered the potential development of the property that is the subject matter of this Agreement. The MEIR was adopted in October, 2007.

F. Current Project: The current project subject to this Agreement reduces the acreage subject to residential development from that reviewed in the EIR from 58.51 acres to 57.43 acres and reduces the proposed number of housing units from that reviewed in the EIR from 230 units to 180 units. The current project does not substantially change what was reviewed in the EIR and the current project does not serve to create either new or enhanced significant environmental impacts.

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Property Description and Binding Covenants. The Property is that property described in Exhibits "A" and "B." Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.5 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to COLUSA INDUSTRIAL PROPERTIES, INC and each and every subsequent purchaser or transferee of the Property or any portion thereof from COLUSA INDUSTRIAL PROPERTIES, INC.

1.3 Effective Date and Term.

1.3.1 Effective Date. The term of this Agreement shall commence upon the approval of the tentative map by the City Council. The Agreement shall be recorded against the Property within ten (10) days after City enters into the Agreement, as required by California Government Code Section 65868.5, provided, however, the terms and conditions of this Agreement shall not be binding upon the Property, nor shall Landowner have any development rights or improvement or payment obligations, with the exception of costs incurred by City in the processing of the Initial Entitlements, until tentative map approval.

1.3.2 Term. Upon approval by the City Council, the term of this agreement shall run concurrently with the tentative map and expire upon expiration of any tentative maps, and shall also be extended with the extension of any tentative maps.

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

1.3.3 Tolling and Extension During Legal Challenge or Moratoria. In the event that this Agreement or any of the Initial Entitlements (i.e. Annexation, LAFCO approval, General Plan Amendment, Tentative Parcel Map) or the EIR or any subsequent approvals or permits required to implement the Initial Entitlements (such as any required wetlands fill permit or environmental document required under the National Environmental Protection Act ("NEPA") related thereto) are subjected to legal challenge by a third party, and Landowner is unable to proceed with the Project due to such litigation (or Landowner gives written notice to City that it is electing not to proceed with the Project until such litigation is resolved to Landowner's satisfaction), the term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Landowner, be extended and tolled during such litigation until - the entry of final order of judgment upholding this Agreement and/or Initial Entitlements, or the litigation is dismissed by stipulation of the parties; provided, however, that, notwithstanding the foregoing, Landowner shall have the right to elect, in Landowner's sole discretion, to proceed with the Project at any point by providing the City with written notice that it is electing to proceed with Project, in which event the tolling of the term of this Agreement shall cease as of the date of such notice.

Similarly, if Landowner is unable to develop the Property due to the imposition by the City or other public agency of a development moratoria for a health or safety reason unrelated to the performance of Landowner's obligations hereunder (including without limitation, moratoria imposed due to the unavailability of water or sewer to serve the Property), then the term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Landowner, be extended and tolled for the period of time that such moratoria prevents such development of the Property. Notwithstanding any extension or tolling of the term of this Agreement as provided above in this Section 1.3.5, the City shall at Landowner's cost, process any preliminary plans submitted by Landowner, including, without limitation, any applications for tentative parcel map or tentative subdivision approval, during such tolling period, provided, however, that Landowner waives the time limits set forth in the Subdivision Map Act or Permit Streamlining Act for any action by City during the tolling period to approve such tentative parcel map or tentative subdivision map or other development permit approval. In the event of a moratorium affecting tentative map or development permit approval, City shall not be obligated to approve such tentative map or development permit during the moratorium. In the event of a moratorium affecting the issuance of building permits, City shall process, but shall not be obligated to approve, any building permits during such moratorium.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of City and Landowner (and/or any successor owner of any portion of the physical area to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects less than the entirety of the Property, then such

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

amendment need only be approved by the City and the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment.

1.4.1 Insubstantial Amendments. Notwithstanding the provisions of Section 1.4, for any amendments to this Agreement which do not relate to (a) the term of the agreement as provided in Section 1.3.2; (b) the permitted uses of the Property as provided in Section 2.1; (c) provisions for "significant" reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property; or (f) monetary contributions by Landowner as provided in this Agreement; the Project shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto.

1.4.2 Minor Modifications of Initial Entitlements. For purposes of this Section, minor modifications of Initial Entitlements shall mean any modification to the Project that does not relate to (i) the permitted uses of the Project, (ii) density or intensity of use, except as allowed pursuant to Section 2.3 of this Agreement, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for Subsequent Entitlements, (v) the maximum height or size of proposed buildings; (vi) monetary contributions by Landowner; or (vii) public improvements to be constructed by Landowner ("Minor Modifications"). Minor Modifications of Initial Entitlements shall not require amendment of this Agreement, unless the Minor Modifications of the Initial Entitlements relates specifically to some provision of this Agreement. Further, Minor Modifications of Initial Entitlements may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

1.5 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 1.3.2 above, the City shall cause any amendment hereto and any other termination hereof to be recorded, at Landowner's expense, with the County Recorder within ten (10) days after City executes such amendment or termination. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, shall be those set forth in the General Plan, as may be further refined in the Subsequent Entitlements. (i.e. Subdivision Map, General Development Plans, Conditional Major Use Permit). The density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes or payment of fees in lieu thereof,

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

location of public utilities and improvements, the development standards and design guidelines, and other terms and conditions of development applicable to the Property shall be those set forth in the Subsequent Entitlements.

2.2 Vested Rights. Subject to the prohibition on physical development until Subsequent Entitlements are obtained with an approved tentative map, above, and the requirements of Section 2.4 below, Landowner shall have the fully vested right ("Vested Rights") to develop the Property in accordance with the Initial Entitlements, including in particular the provision of this Development Agreement and the other Initial Entitlements, pursuant to the rules, regulations and official policies as set forth below. In the event of any conflict or inconsistency between this Development Agreement and the Existing Rules or between this Development Agreement and the other Initial Entitlements, this Development Agreement shall prevail and control.

2.3 Existing Rules. Unless otherwise expressly provided in Section 2.1 and Section 2.2, for the term of this Agreement, the City's ordinances, rules, regulations and official policies governing the permitted and conditionally permitted uses of the Property, shall be those in force and effect on the Effective Date of this Agreement (the "Existing Rules"). The Existing Rules include the General Plan as adopted on _____, the Landowner EIR for the project and the City of Colusa MEIR with their mitigation measures which are subject to review monitoring by the City of Colusa, this Development Agreement, and the provisions of the City Zoning Ordinance applicable to the Property which governing documents are intended to be consistent with one another and interpreted together to form a unified whole. The Initial Entitlements as initially adopted shall be construed so as to be consistent with one another to the extent that the reconciliation of provisions is reasonably possible. In the event of any inconsistency between the foregoing, one shall govern over the other in descending order of priority such that the General Plan shall be given the greatest precedence and the applicable provisions of the Zoning Ordinance shall have the least precedence.

2.4 General Development Plan. Notwithstanding any other provision of this Agreement to the contrary, Landowner shall be required to enter into a General Development Plan(s) in conjunction with Subsequent Entitlements and shall not be able to develop the Property, or any portions thereof, until Landowner has entered into a General Development Plan(s).

2.5 Application of Subsequently Enacted Rules, Regulations and Official Policies. While City may enact new or modified tentative map conditions of approval, rules, regulations and official policies after the Effective Date ("New Rules"), such New Rules shall be applicable to the Property only to the extent that they do not conflict with the Existing Rules. Furthermore, City shall not be prevented from denying or conditionally approving any Subsequent Entitlements on the basis of such Existing Rules or New Rules that do not conflict with the Existing Rules.

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

2.6 Obligation to Meet and Confer. If City attempts to apply to the Project a Subsequent Entitlement or New Rule which Landowner believes to conflict with this Agreement or the other Initial Entitlement, Landowner shall provide to City in writing a notice describing the legal and factual basis for Landowner's position. The parties shall meet and confer within thirty (30) days after the date of such written notice with the objective of attempting to arrive at a mutually acceptable solution to this disagreement. If no mutually acceptable solution can be reached, either party may take such action as may be permitted under Article 5 below.

2.7 Uniform Codes and Standard Specifications. Nothing herein shall preclude City from applying to the Property standards contained in uniform building, construction, plumbing, fire or other uniform codes and Title 24 of the California Code of Regulations, relating to Building Standards in effect at the time of approval of the appropriate permits which may include building, grading or other construction permits for the Property, as the same may be adopted or amended from time to time by City, provided that the provisions of any such uniform code shall:

(1) Apply to the Property only to the extent that such code is in effect on a City-wide basis; and

(2) With respect to those portions of any such uniform code that have been adopted by City without amendment, be interpreted and applied in a manner consistent with the generally prevailing interpretation and application of such code in California.

2.8 Changes in State or Federal Laws or Regulations. Nothing herein shall preclude City from applying to the Property changes in the Existing Rules, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. To the extent that such changes in the Existing Rules, prevent, delay or preclude compliance with one or more provisions of this Agreement or the other Initial Entitlements, City may modify or suspend such provisions of the Agreement as may be necessary to comply with such state or federal laws or regulations and City and Landowner shall take such action as may be required pursuant to this Agreement to comply therewith.

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

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ARTICLE 3. LANDOWNER OBLIGATIONS

3.1 City Fees and Charges. Landowner shall pay those processing, inspection and plan check fees and charges required by City under the current regulations then in effect for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder, including paying costs incurred by City to conduct environmental review of the Initial Entitlements.

3.2 Applicable Fees; Time of Payment. The Property shall be subject to those development impact fees required by City's adopted Resolution No. 15-16, adopted April 21, 2015, and policies which are in effect at the time of individual building permit application. Further, the Property shall be subject to those dedications required by City's adopted ordinances, resolutions and policies which are in effect at the time of tentative map approval. Except as otherwise provided in Section 2.6 of this Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances.

3.3.1 Formation, Consent, Waiver and Special Benefit. Landowner agrees to cooperate in the formation or annexation to, and agrees to take all acts necessary to the formation or annexation to one or more financing mechanism or assessment district for maintenance purposes, as chosen by the City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the property. The Services District shall:

a. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the property and upon the Property frontages and statuary, fountains or ornamental structures.

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b. Cause to be established appropriate funding mechanisms, to the satisfaction of the City, to fund the ongoing maintenance of park facilities and improvements with the Project, and any other park improvements pursuant to the Project Approvals.

c. Cause to be established appropriate mechanisms, as determined appropriate by the City to fund the ongoing maintenance of drainage facilities within the project consistent with the Project Approvals.

d. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the City within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the City.

e. Conduct, manage and finance any environmental litigation monitoring as required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Article 3.3 is not known as of the Effective Date and will be determined in the future. The assessments listen herein shall be adjusted annually on each January 1, beginning on January 1, 2018, based on the Consumer Price Index. As used herein, the term , "Consumer Price Index" shall mean the United States Department of Labor Bureau of Labor Statistics Consumer Price Index, All Urban Consumer, All Items, San Francisco-Oakland-San Jose, California, or the successor of such index.

3.3.2 Public Parcel Exclusion. Landowner expressly agrees that parcels conveyed or to be conveyed to the City shall be excluded from any assessment to be imposed by the Services District.

3.3.3 Provisions Survive Termination. The provisions of this Article 3.3 shall survive the termination of the Agreement.

ARTICLE 4. CITY OBLIGATIONS

4.2.1 Subdivision Maps. City acknowledges that under Government Code Section 66452.6, the term of a tentative subdivision map will be automatically extended for a period of time where a subdivision is obligated to install certain improvements located outside the boundaries of the subdivision. In determining the term of any tentative subdivision map that may be approved in the future by the City for the Property, or any portion thereof, and without limiting the effect of any other provisions of the Government

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Code dealing with map extensions, the City agrees that any public improvements, exceeding the value set forth in Section 66452.6 at the time of tentative map approval, shall be treated as such off-site improvements for purposes of applying Section 66452.6 of the Government Code.

A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7. This provision is included in this Agreement to comply with Government Code Section 65867.5.

4.3 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that except as otherwise provided herein, this Agreement shall vest the Initial Entitlements against subsequent City resolutions, ordinances, growth control measures and initiatives or referenda, other than a referendum that specifically overturns City's approval of the Initial Entitlements, that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Initial Entitlements and that any such resolution, ordinance, initiative or referendum shall not apply to the Initial Entitlements and the Project. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted and applied on a uniform, City-wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Landowner and the Property and to all other public or private owners and properties directly affected thereby. By way of example only, an ordinance which would preclude the issuance of a building permit due to a City-wide lack of adequate sewage treatment capacity to meet additional demand would directly concern an imminent public health issue under the terms of this paragraph and would support a denial of a building permit within the Property if approval would require additional sewage treatment capacity. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels on City roads would not be deemed to directly concern a public health or safety issue under the terms of this paragraph.

4.4 Essence of Agreement. Articles 1, 2, 3 and 4 are the essence of this Agreement.

ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, 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

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alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

If the default is not cured by the defaulting party after notice and expiration of the thirty (30) day period, the other party to this Agreement at its option may institute any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the non-defaulting party shall refrain from any legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute any waiver of any default. Notwithstanding the foregoing and in the event that the parties are unable to resolve this matter, the non-defaulting party may give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in material default of the terms of this Agreement.

5.2 Annual Review.

5.2.1 Review Date. The annual review date for this Agreement shall be _____, 2016, and each year thereafter.

5.2.2 Initiation of Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by

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Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. To the extent this cost is not included in other fees or costs paid by Landowner, Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

Upon, not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement.

In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission.

If City takes no action within thirty (30) days following a required public hearing to discuss the annual review findings, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

5.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state of federal laws or regulations, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that the Landowner, its successors and assigns hereby waive any and all

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claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Colusa, State of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.6 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement has been reviewed by legal counsel both for City and Landowner, and therefore no presumption or rule that ambiguity shall be construed against the party drafting the agreement shall apply.

ARTICLE 6. HOLD HARMLESS AGREEMENT

Landowner and its successors-in-interest and assigns, hereby agrees to, and shall defend, indemnify, and hold City, its elective and appointive boards, commissions, officers, agents, employees and representatives harmless from any and all claims, costs (including legal fees and costs), liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from Landowner's performance of this Agreement, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, including attorneys' fees, whether such performance be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the sole negligence or willful misconduct of City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefore. This indemnification provision survives termination of this Agreement.

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ARTICLE 7. PROJECT AS A PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

ARTICLE 8. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse City for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding and for any attorney's fees and costs awarded to a party to be paid by City.

ARTICLE 9. GENERAL

9.1 Enforceability. The City agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

9.2 City Finding. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

9.3 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns: No other person shall have any right of action based upon any provision in this Agreement.

9.4 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

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9.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the City of Colusa City Code, as it may be amended, provided that such amendments do not impair the rights granted to the parties by this Agreement.

9.6 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

9.7 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) to the knowledge of the certifying party, the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

9.8 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to provide any such request for interpretation. City will not unreasonably withhold its consent to any such requested interpretation provided such interpretation is consistent with the intent and purposes of this Agreement. The Parties agree that the following shall apply to any Mortgagee of the Property:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law, but all of 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 who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written

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notification from City of any default by Landowner in the performance of Landowner's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of default given to Landowner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 11 of this Agreement.

9.9 Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner agrees that Landowner may be required to maintain in effect a policy of comprehensive general liability insurance and name City as an additional insured on all policies evidencing such insurance. Any such obligation imposed upon Landowner by City shall automatically terminate, without any further action by either party, upon City acceptance of such public improvements, unless otherwise extended by a written agreement between Landowner and City.

ARTICLE 10. NOTICES

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

City Manager
City of Colusa
425 Webster Street
Colusa, CA 95932

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With a copy to:

City Attorney
City of Colusa
425 Webster Street
Colusa, CA 95932

Notice required to be given to the Landowner shall be addressed as follows:

COLUSA INDUSTRIAL PROPERTIES, INC
C/O Ed Hulbert
50 Sunrise Blvd.
Colusa, CA 95932

With a copy to:

Clark and Nelson
P.O. Box 968
Colusa, CA 95932
Attn: David Nelson

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

ARTICLE 11. ASSIGNMENT

From and after recordation of this Agreement against the Property, Landowner shall, subject to providing advance written notice of such assignment to City, have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit "C" and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner", with all rights and obligations related thereto, with respect to such conveyed property.

ARTICLE 12. FINAL AGREEMENT

This Agreement constitutes the final agreement between the parties hereto relative to those development rights of Landowner provided for in the Initial Entitlements under the Development Agreement Statute. Development rights of Landowner under Subsequent Entitlements shall be the subject of a future tentative map application. This Agreement constitutes the entire understanding and agreement of the parties.

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ARTICLE 13. FORM OF AGREEMENT, EXHIBITS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Colusa has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the Authority of Ordinance No. 488, adopted by the City Council of the City of Colusa on the 17th day of May 2016.

CITY OF COLUSA:

By: _____
Interim City Manager

ATTEST:

By: _____
City Clerk

LANDOWNER:

COLUSA INDUSTRIAL PROPERTIES, INC

By: _____
Its: C.E.O.

LIST OF EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Property Map
Exhibit C	Sample Assignment and Assumption Agreement

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EXHIBIT "A"
LEGAL DESCRIPTION

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DESCRIBED
AS FOLLOWS:

TRACT ONE: (APN: 017-130-021)
BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD KNOWN AS COLUSASYCAMORE-GRIMES ROAD, FROM WHICH A 3" X 3" PAINTED REDWOOD STAKE, MARKING THE NORTHWEST CORNER OF LOT NO. 9 OF JOHN C. MOGK'S SUBDIVISION NO. 2, BEARS N. 83° 29' W. 34.7 FEET AND RUNNING THENCE S. 24° 3' E. 534.7 FEET ALONG THE CENTER OF SAID ROAD, THENCE N. 83° 29' W. 2075.7 FEET ALONG AND WITH THE SOUTH LINE OF SAID SUBDIVISION NO. 2, TO A STAKE ON THE WEST BANK OF A CERTAIN SLOUGH; THENCE N. 16° 23' E. 466.4 FEET TO A STAKE SITUATE ON THE EAST BANK OF A CERTAIN SLOUGH; THENCE S. 83° 29' E. ALONG AND WITH THE DIVIDING LINE BETWEEN LOTS NOS. 8 AND 9, OF SAID SUBDIVISION NO. 2, 1723.9 FEET TO THE POINT OF BEGINNING, AND BEING THE EASTERLY PORTION OF SAID LOT NO. 9 OF SAID JOHN C. MOGK SUBDIVISION NO. 2, AS SAID LOT IS SHOWN ON THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY OF COLUSA, STATE OF CALIFORNIA.

EXCEPTING THEREFROM PARCELS 1, 2, 3 AND 4 ON THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA, STATE OF CALIFORNIA, ON NOVEMBER 29, 1983 IN BOOK 2 OF PARCEL MAPS, AT PAGE 200.

SAID LAND IS ALSO DESIGNATED AS A PORTION OF THE "REMAINDER" PARCEL AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 00-4-1 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA, STATE OF CALIFORNIA, ON DECEMBER 12, 2001 IN BOOK 6 OF PARCEL MAPS, AT PAGE 12.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. 15-009 FOR LOT LINE ADJUSTMENT NO. 15-2-4, RECORDED AUGUST 13, 2015 AS INSTRUMENT NO. 2015-0002704 OF OFFICIAL RECORDS.

TRACT TWO: (APN: 017-130-055)
PARCEL ONE:
PARCEL NO. 2 AS SHOWN ON THAT CERTAIN PARCEL MAP OF TRACT NO. 79-3-5 BEING A DIVISION IN SECTIONS 5 AND 6, AND IN THE JIMENO RANCHO IN TOWNSHIP 15 NORTH, RANGE 1 WEST, FILED JUNE 27, 1979 IN BOOK 2 OF PARCEL MAPS, AT PAGE 60.
EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT THE RIGHT OF SURFACE ENTRY THERETO, AS RESERVED IN THAT CERTAIN INDIVIDUAL GRANT DEED RECORDED JUNE 8, 1981 IN BOOK 504, PAGE 449 OF OFFICIAL RECORDS.

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ALSO EXCEPTING THEREFROM PARCEL NO. 1 AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 89-6-4 FILED IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA, STATE OF CALIFORNIA ON JUNE 27, 1979 IN BOOK 4 OF PARCEL MAPS, AT PAGE 20.
ALSO EXCEPTING THEREFROM PARCEL NO.'S 1, 2, 3, 4, 5, 6, 7, 8 AND 9 AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 00-4-1 FILED IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA, STATE OF CALIFORNIA, ON DECEMBER 12, 2001 IN BOOK 6 OF PARCEL MAPS, AT PAGE 12.

SAID LAND IS ALSO DESIGNATED AS A PORTION OF THE "REMAINDER" PARCEL AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 00-4-1 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA, STATE OF CALIFORNIA, ON DECEMBER 12, 2001 IN BOOK 6 OF PARCEL MAPS, AT PAGE 12.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. 15-009 FOR LOT LINE ADJUSTMENT NO. 15-2-4, RECORDED AUGUST 13, 2015 AS INSTRUMENT NO 2015-0002704 OF OFFICIAL RECORDS.

PARCEL TWO:
BEGINNING AT A POINT IN WESTCOTT ROAD, SAID POINT BEING THE NW CORNER OF PARCEL 1 AS SHOWN ON PARCEL MAP OF TRACT 79-3-5 FILED AT PAGE 60 OF BOOK 2 OF PARCEL MAP RECORDS OF THE COUNTY OF COLUSA, CA., AND RUNNING THENCE S. 83° 29' 56" E., 1416.44 FEET, THENCE S. 0° 04' 12" W., 60.38 FEET; THENCE N. 83° 29' 56" W., 1433.65 FEET; THENCE N 16° 23' 00" E., 60.90 FEET TO THE POINT OF BEGINNING, BEING THE NORTHERLY 60 FEET OF THE ABOVE DESCRIBED PARCEL 1.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT THE RIGHT OF SURFACE ENTRY THERETO, AS RESERVED IN THAT CERTAIN INDIVIDUAL GRANT DEED RECORDED JANUARY 26, 1988 IN BOOK 605, PAGE 267 OF OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. 87-109, RECORDED NOVEMBER 12, 1987, IN BOOK 601, PAGE 312 OF OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. 15-009 FOR LOT LINE ADJUSTMENT NO. 15-2-4, RECORDED AUGUST 13, 2015 AS INSTRUMENT NO. 2015-0002704 OF OFFICIAL RECORDS.

TRACT THREE:
BEGINNING AT A POINT ON THE SOUTHWESTERLY CORNER OF THE "BOWLES FLYING SERVICE" PARCEL, BEING A ½" REBAR, PER 4 PM 37 AND 4 ROS 136, FROM WHICH THE NORTHERNMOST CORNER OF SAID "BOWLES FLYING SERVICE" PARCEL BEARS N 16° 24' 34" E A DISTANCE OF 412.15 FEET; THENCE NORTH 89° 30' 51" WEST A DISTANCE OF 1347.62 FEET TO A CALCULATED POINT ON THE WESTERN BOUNDARY OF THE "DESIGNATED REMAINDER"

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

PER 5 PM 27; THENCE NORTH 00° 05' 54" EAST A DISTANCE OF 814.66 FEET TO A ½" REBAR PER 2 PM 60; THENCE SOUTH 73° 35' 26" EAST ALONG THE SOUTHERN BOUNDARY OF DESIGNATED REMAINDER PER 6 PM 12 AND ALSO BEING THE NORTHERN BOUNDARY OF DESIGNATED REMAINDER 5 PM 27 A DISTANCE OF 1524.71 FEET; THENCE SOUTH 16° 24' 34" WEST A DISTANCE OF 412.15 FEET TO A ½" REBAR R.C.E. 17809 PER 4 PM 37, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. 15-009 FOR LOT LINE ADJUSTMENT NO. 15-2-4, RECORDED AUGUST 13, 2015 AS INSTRUMENT NO. 2015-0002704 OF OFFICIAL RECORDS.

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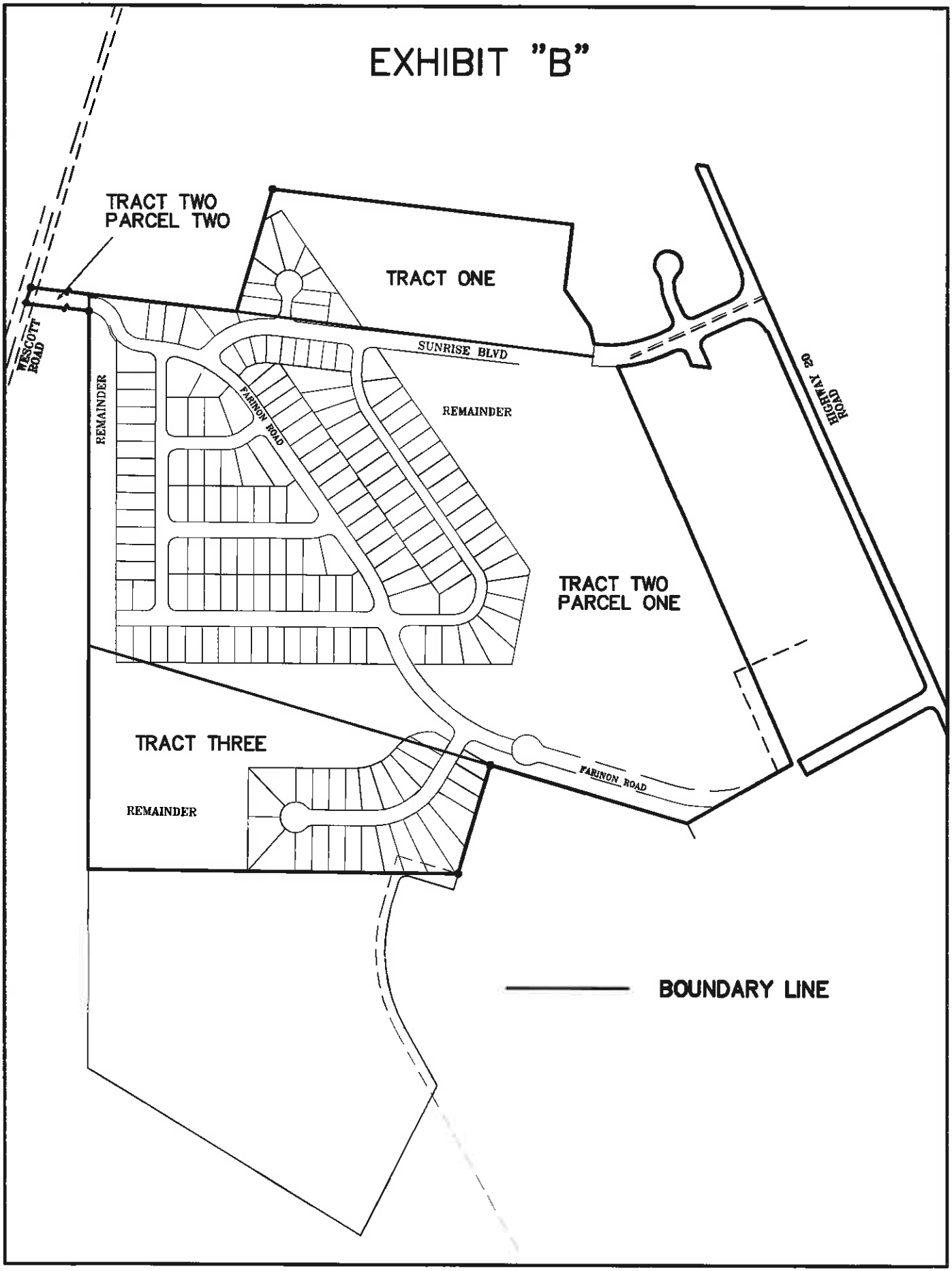

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Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into this ___ day of _____, by and between COLUSA INDUSTRIAL PROPERTIES, INC., a California corporation, hereinafter referred to as "Landowner", _____, hereinafter referred to as "Developer" and the City of Colusa, a municipal corporation, hereinafter referred to as "City".

R E C I T A L S

A. Landowner and City previously entered into a Development Agreement by and between the City of Colusa and Colusa Industrial Properties, Inc., relative to the Country Club Estates project ("Development Agreement"). Said Development Agreement is dated _____, 2016, and a true and correct copy of the same is attached hereto and incorporated herein as Exhibit A.

B. City has approved a subdivision map for the Country Club Estates Project, the same having been recorded on _____, 2016, in Book ____ Subdivision Maps at page _____, Official Records Colusa County. A copy of said Subdivision Map is attached hereto and incorporated herein as Exhibit B.

C. Landowner and City have entered into one or more General Development Plan(s) relative to the Country Club Estates Project. Copies of said General Development Plan(s) are attached

hereto and incorporated herein as Exhibit C.

D. Landowner is prepared to transfer, sell and convey unto Developer those certain portions and/or parcels and lots of the Country Club Estates Project as set forth on Exhibit D which is attached hereto and incorporated herein.

E. A condition of the transfer, sale and conveyance as referenced in paragraph D above, is that Developer have assigned to it all of Landowner's rights with respect to the properties on Exhibit D and that Developer assume, fulfill and discharge all of Landowner's obligations, requirements, dedications, construction improvements, bonding and financing as particularly set forth and described within the Development Agreement attached hereto as Exhibit A and the General Development Plan(s) as set forth on Exhibit C.

F. As provided in Article 11 of the Development Agreement, upon Developer accepting the assignment of Landowner's rights and assuming Landowner's obligations, City will release Landowner from any further liability or obligation under the terms of the Development Agreement attached hereto as Exhibit A and the General Development Plan(s) attached hereto as Exhibit C as they relate to the property described on Exhibit D.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective upon the closing of the transfer, sale and conveyance of the real property described on Exhibit D from

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Landowner to Developer, Developer shall have assigned to it all of Landowner's rights as set forth within the Development Agreement as attached hereto as Exhibit A and the General Development Plan(s) as set forth herein as Exhibit C.

2. Effective upon the closing of the transfer, sale and conveyance of the real property described on Exhibit D from Landowner to Developer, Developer shall assume, discharge and fulfill all of Landowner's obligations, requirements, dedications, construction improvements, bonding and financing as set forth within the Development Agreement attached hereto as Exhibit A and the General Development Plan(s) as set forth on Exhibit C attached hereto, as it relates to the real property described on Exhibit D.

3. By their signature hereto, City approves of the assignment of rights and assumption of obligations as set forth hereinabove and as it relates to the real property described on Exhibit D. City shall substitute Developer in the place and stead of Landowner with respect to the Development Agreement and the General Development Plan(s) with respect to the real property described on Exhibit D.

4. By their signature hereto, City shall, with respect to the property described on Exhibit D, release and discharge Landowner from the Landowner obligations as set forth within the Development Agreement attached hereto as Exhibit A and the

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General Development Plan(s) as set forth herein on Exhibit C.

5. All parties hereto acknowledge and agree that the terms and conditions of the Development Agreement attached hereto as Exhibit A and the General Development Plan(s) attached hereto as Exhibit C remain in full force and effect and that neither Landowner nor City are in default with respect to any term or condition of the Development Agreement attached hereto as Exhibit A or the General Development Plan(s) attached hereto as Exhibit C.

6. This Assignment and Assumption Agreement and the performance thereof shall inure to and bind the parties, their heirs, successors and assigns.

7. This Assignment and Assumption Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supercedes any prior oral or written agreements or understandings between the parties with respect to the matters set forth herein. No modification, change or amendment to this Assignment and Assumption Agreement shall be effective except by a writing signed by all of the parties hereto.

8. Should any litigation result to enforce any term or condition of this Assignment and Assumption Agreement, then and in said event, the prevailing party shall be entitled to an award of reasonable attorneys fees as an additional item of their

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damage.

9. This agreement is entered into in the State of California and shall be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LANDOWNER

COLUSA INDUSTRIAL PROPERTIES

By_____
Ed Hulbert
President

By_____
Darsel Forney
Secretary

DEVELOPER

By_____

CITY OF COLUSA

By_____
Randal Dunn
Acting City Manager

ATTEST:

By_____
Shelley Kittle
City Clerk

Attachment: Attachment #13 Ordinance 513 2016 Development Agreement City CIP Residential (6394 : Colusa Industrial Park Residential

ORDINANCE NO. 516

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND COLUSA INDUSTRIAL PROPERTIES, INC. APPLICABLE TO FUTURE RESIDENTIAL DEVELOPMENT WITH APNS: 017-130-021, -055, -069

The City Council of the City of Colusa does ordain as follows:

Section 1. Recitals

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 Section 65864, et seq., of the Government Code (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, the development application for the Colusa Industrial Park, Inc residential project ("Project") was submitted to the City of Colusa in January 2016. Since that time, the City has been in the process of evaluating the Project in accordance with Government Code section 65451; and

WHEREAS, the Project is a 116.1-acre subdivision and Development Agreement (attached hereto as Exhibit A, incorporated herein by reference) supporting new residential land uses and associated infrastructure and roads in the City of Colusa. The Project includes 52.53 acres of Low Density Residential land; 5.98 acres of High Density land; and 117.59 acres of Open Space land.

WHEREAS, the Project was addressed within the *City of Colusa 2007 General Plan Master Environmental Impact Report (MEIR)*, which was certified in accordance with the requirements of the California Environmental Quality Act (CEQA). Additionally, the Project was addressed within the *General Plan Amendment and Zoning Amendment for Colusa Industrial Properties – Draft & Final Environmental Impact Reports* ("CIP EIR"), certified by the County of Colusa in 2008; and

WHEREAS, a subsequent initial study environmental document was prepared for the Project in accordance with the requirements of the California Environmental Quality Act (CEQA). This initial study determined that the proposed project would have NO ADDITIONAL SIGNIFICANT EFFECT on the environment, that NO NEW ADDITIONAL MITIGATION MEASURES OR ALTERNATIVES may be required, and that the Project IS WITHIN THE SCOPE of the City of Colusa 2007 General Plan MEIR. Therefore, in accordance with CEQA Guidelines Section 15177 (a) & (b), no additional environmental documents are required.

WHEREAS, in accordance with Government Code sections 65854 and 65867, the City of Colusa Planning Commission ("Planning Commission") held a noticed, public hearing on March 23, 2016, to consider the Project and the Project applicant's requested approvals, including the Development Agreement with Colusa Industrial Park, Inc; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091; and

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WHEREAS, during the public hearing, the Planning Commission considered a written staff report on the Development Agreement, and all other oral and written comments presented to them; and

WHEREAS, following the conclusion of the public hearing, the Planning Commission adopted Resolution No. 2016-02 recommending to the City Council approval of the Development Agreement; and

WHEREAS, in accordance with Government Code section 65355, the City of Colusa City Council held a noticed, public hearing on March 21, 2017, to consider the Project, the Project applicant's requested approvals, including a Development Agreement, in accordance with Government Code section 65867, the recommendation of the Planning Commission; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code section 65090 and 65091; and

WHEREAS, the City Council adopted Ordinance 513 on May 17, 2016, which was the original version of this Development Agreement regarding Colusa Industrial Properties, Inc. However, that Agreement omitted language regarding water and sewer availability. Accordingly, Ordinance 516 was drafted to amend and replace Ordinance 513, and provide language at Section 4.3 regarding water and sewer availability.

WHEREAS, during the public hearing, the City Council considered a written staff report on the Project, and all other oral and written comments presented to them; and

Section 2. Findings and Determination

On the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the City of Colusa's General Plan, and (c) on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, in that:

In accordance with Government Code section 65867.5(b), the Development Agreement is consistent with the City's General Plan. The Development Agreement vests the City of Colusa General Plan land-use designations, residential development densities, and development impact fees and sets forth the Landowner's general obligations related to subsequent land-use approvals. As required by Government Code section 65867.5(b), is consistent with the City's General Plan. The findings and evidence to support this General Plan consistency determination are set forth below.

In general, the Project is consistent with the General Plan as follows:

- The residential and open space land uses as proposed by the Project are exactly consistent with the allowable land uses and densities prescribed within the City of Colusa General Plan.
- The Project represents desired land-use patterns (master-planned neighborhoods, and parks, as envisioned in the General Plan Land Use Element, Special Planning Area #5).
- The Project is consistent with the General Plan Circulation Element and Municipal Facilities and Services Element because it mirrors the related master infrastructure studies and reports, prepared subsequent to adoption of the General Plan.

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- Sufficient Park and Open Space lands are designated within project, consistent with the Parks and Recreation Master Plan, prepared subsequent to adoption of the General Plan.

B. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land-use area in which the Project site is located in that the project approvals comply with the current General Plan land uses adopted by the City on October 30, 2007.

D. The Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Project will implement General Plan goals and policies for comprehensive planning of various land uses, infrastructure, open space, parks and schools at this location.

E. The Development Agreement will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with all the programs and policies of the General Plan and the provisions of this agreement. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA process, except for those impacts found to be significant and unavoidable for which the City Council previously adopted a Statement of Overriding Considerations.

F. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan, and it will comply with policies and development standards of the required, future general development plan.

G. The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5 in that it includes all the substantive elements, and has been processed consistent with, all the procedural requirements of Government Code sections 65864 through 65869.5.

Section 3. CEQA Compliance

In compliance with the California Environmental Quality Act, on October 30, 2007, the City of Colusa City Council, pursuant to Resolution No. 07-29, certified an MEIR, adopted environmental findings pursuant to CEQA guidelines section 15091, adopted a statement of overriding considerations, and adopted a mitigation measures in support of the Colusa Industrial Properties residential Project. Additionally, on May 20, 2014, the City of Colusa City Council, considered the Draft Initial Study and Environmental Analysis for Colusa Industrial Park, which determined that the Project would have NO ADDITIONAL SIGNIFICANT EFFECT on the environment, that NO NEW ADDITIONAL MITIGATION MEASURES OR ALTERNATIVES may be required, and that the Project IS WITHIN THE SCOPE of the City of Colusa General Plan MEIR, pursuant to CEQA guidelines Section 15177.

Section 4. Approval

The City Council hereby approves the Development Agreement between the City of Colusa and Colusa Industrial Properties, Inc. (Exhibit A) and authorizes the Mayor to execute such Development Agreement.

Section 5. Recordation

Within ten (10) days after the Development Agreement is executed by the Mayor, the City Clerk shall submit the Agreements to the County Recorder for recordation.

Attachment: Attachment #14 Ordinance 516 2017 Development Agreement Amendment City CIP Residential (6394 : Colusa Industrial Park

Section 6. Severability

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 7. Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and/or posted as required by law.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Colusa, California, held on March 21, 2017, and was passed and adopted at a regular meeting of the City Council held on April 18, 2017 by the following vote:

AYES: Womble, Reische, Ponciano and Kelleher.

NOES: None.

ABSENT: Markss.

ABSTAIN: None.

KIRK KELLEHER, MAYOR

ATTEST:

Shelly Kittle, City Clerk

EXHIBITS

A: *Development Agreement by and between the City of Colusa and Colusa Industrial Properties, Inc*

Attachment: Attachment #14 Ordinance 516 2017 Development Agreement Amendment City CIP Residential (6394 : Colusa Industrial Park

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF COLUSA
AND COLUSA INDUSTRIAL PROPERTIES, INC
RELATIVE TO THE
COUNTRY CLUB ESTATES PROJECT

This Development Agreement is entered into this 18th day of April, 2017, by and between the CITY OF COLUSA, a municipal corporation ("City"), and COLUSA INDUSTRIAL PROPERTIES, INC, ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

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 Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Colusa and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Property. The subject of this Agreement is the development of those certain parcels of land, consisting of approximately 116.1±, acres as described in Exhibit "A" and shown on Exhibit "B" (hereinafter the "Property"). The Property is part of Special Planning Area #5, commonly referred to in the City's General Plan, adopted by the Colusa City Council on October 30, 2007 (the "General Plan"). Landowner represents that it holds all legal and equitable interests in the Property, and Landowner agrees to be bound by this Agreement.

C. The Property is currently undeveloped and is located within the City Limits.

D. The General Plan and more specifically the EIR adopted November 2007 reviewed the following land uses within the Property, to be incorporated into subsequent land use entitlements, as set forth below, for the following gross acres:

Low Density Residential Units	52.53
High Density Residential Units	5.98
Open Space	117.59

E. Environmental Impact Report. On May 28, 2008, the County of Colusa, certified as adequate and complete the Final EIR (the "EIR") (State Clearinghouse #2006052113) for the Project. The City of Colusa caused to be prepared and certified as adequate and complete the City of Colusa Master Environmental Impact Report (MEIR) which considered the potential development of the property that is the subject matter of this Agreement. The MEIR was adopted in October, 2007.

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F. Current Project: The current project subject to this Agreement reduces the acreage subject to residential development from that reviewed in the EIR from 58.51 acres to 57.43 acres and reduces the proposed number of housing units from that reviewed in the EIR from 230 units to 180 units. The current project does not substantially change what was reviewed in the EIR and the current project does not serve to create either new or enhanced significant environmental impacts.

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Property Description and Binding Covenants. The Property is that property described in Exhibits "A" and "B." Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.5 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to COLUSA INDUSTRIAL PROPERTIES, INC and each and every subsequent purchaser or transferee of the Property or any portion thereof from COLUSA INDUSTRIAL PROPERTIES, INC.

1.3 Effective Date and Term.

1.3.1 Effective Date. The term of this Agreement shall commence upon the approval of the tentative map by the City Council. The Agreement shall be recorded against the Property within ten (10) days after City enters into the Agreement, as required by California Government Code Section 65868.5, provided, however, the terms and conditions of this Agreement shall not be binding upon the Property, nor shall Landowner have any development rights or improvement or payment obligations, with the exception of costs incurred by City in the processing of the Initial Entitlements, until tentative map approval.

1.3.2 Term. Upon approval by the City Council, the term of this agreement shall run concurrently with the tentative map and expire upon expiration of any tentative maps, and shall also be extended with the extension of any tentative maps.

1.3.3 Tolling and Extension during Legal Challenge or Moratoria. In the event that this Agreement or any of the Initial Entitlements (i.e. Annexation, LAFCO approval, General Plan Amendment, Tentative Parcel Map) or the EIR or any subsequent approvals or permits required to implement the Initial Entitlements (such as any required wetlands fill permit or environmental document required under the National Environmental Protection Act ("NEPA") related thereto) are subjected to legal challenge by a third party, and Landowner is unable to proceed with the Project due to such litigation (or Landowner gives written notice to City that it is electing not to proceed with the Project until such litigation is resolved to Landowner's satisfaction), the term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Landowner, be extended and tolled during such

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litigation until -
the entry of final order of judgment upholding this Agreement and/or Initial Entitlements, or the litigation is dismissed by stipulation of the parties; provided, however, that, notwithstanding the foregoing, Landowner shall have the right to elect, in Landowner's sole discretion, to proceed with the Project at any point by providing the City with written notice that it is electing to proceed with Project, in which event the tolling of the term of this Agreement shall cease as of the date of such notice.

Similarly, if Landowner is unable to develop the Property due to the imposition by the City or other public agency of a development moratoria for a health or safety reason unrelated to the performance of Landowner's obligations hereunder (including without limitation, moratoria imposed due to the unavailability of water or sewer to serve the Property), then the term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Landowner, be
extended and tolled for the period of time that such moratoria prevents such development of the Property. Notwithstanding any extension or tolling of the term of this Agreement as provided above in this Section 1.3.5, the City shall at Landowner's cost, process any preliminary plans submitted by Landowner, including, without limitation, any applications for tentative parcel map or tentative subdivision approval, during such tolling period, provided, however, that Landowner waives the time limits set forth in the Subdivision Map Act or Permit Streamlining Act for any action by City during the tolling period to approve such tentative parcel map or tentative subdivision map or other development permit approval. In the event of a moratorium affecting tentative map or development permit approval, City shall not be obligated to approve such tentative map or development permit during the moratorium. In the event of a moratorium affecting the issuance of building permits, City shall process, but shall not be obligated to approve, any building permits during such moratorium.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of City and Landowner (and/or any successor owner of any portion of the physical area to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects less than the entirety of the Property, then such amendment need only be approved by the City and the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment.

1.4.1 Insubstantial Amendments. Notwithstanding the provisions of Section 1.4, for any amendments to this Agreement which do not relate to (a) the term of the agreement as provided in Section 1.3.2; (b) the permitted uses of the Property as provided in Section 2.1; (c) provisions for "significant" reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property; or (f) monetary contributions by Landowner as provided in this Agreement; the Project shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto.

1.4.2 Minor Modifications of Initial Entitlements. For purposes of this Section, minor modifications of Initial Entitlements shall mean any modification to the Project that does not relate to (i) the permitted uses of the Project, (ii) density or intensity of use, except as allowed

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pursuant to Section 2.3 of this Agreement, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for Subsequent Entitlements, (v) the maximum height or size of proposed buildings; (vi) monetary contributions by Landowner; or (vii) public improvements to be constructed by Landowner ("Minor Modifications"). Minor Modifications of Initial Entitlements shall not require amendment of this Agreement, unless the Minor Modifications of the Initial Entitlements relates specifically to some provision of this Agreement. Further, Minor Modifications of Initial Entitlements may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

1.5 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 1.3.2 above, the City shall cause any amendment hereto and any other termination hereof to be recorded, at Landowner's expense, with the County Recorder within ten (10) days after City executes such amendment or termination. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, shall be those set forth in the General Plan, as may be further refined in the Subsequent Entitlements. (i.e. Subdivision Map, General Development Plans, Conditional Major Use Permit). The density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes or payment of fees in lieu thereof, location of public utilities and improvements, the development standards and design guidelines, and other terms and conditions of development applicable to the Property shall be those set forth in the Subsequent Entitlements.

2.2 Vested Rights. Subject to the prohibition on physical development until Subsequent Entitlements are obtained with an approved tentative map, above, and the requirements of Section 2.4 below, Landowner shall have the fully vested right ("Vested Rights") to develop the Property in accordance with the Initial Entitlements, including in particular the provision of this Development Agreement and the other Initial Entitlements, pursuant to the rules, regulations and official policies as set forth below. In the event of any conflict or inconsistency between this Development Agreement and the Existing Rules or between this Development Agreement and the other Initial Entitlements, this Development Agreement shall prevail and control.

2.3 Existing Rules. Unless otherwise expressly provided in Section 2.1 and Section 2.2, for the term of this Agreement, the City's ordinances, rules, regulations and official policies governing the permitted and conditionally permitted uses of the Property, shall be those in force and effect on the Effective Date of this Agreement (the "Existing Rules"). The Existing Rules include the General Plan as adopted on October 30, 2007, the Landowner EIR for the project and the City of Colusa MEIR with their mitigation measures which are subject to review monitoring by the City of Colusa, this Development Agreement, and the provisions of the City Zoning Ordinance applicable to the Property which governing documents are intended to be consistent with one another and interpreted together to form a unified whole. The Initial Entitlements as initially adopted shall be construed so as to be consistent with one another to the extent that the reconciliation of provisions is

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reasonably possible. In the event of any inconsistency between the foregoing, one shall govern over the other in descending order of priority such that the General Plan shall be given the greatest precedence and the applicable provisions of the Zoning Ordinance shall have the least precedence.

2.4 General Development Plan. Notwithstanding any other provision of this Agreement to the contrary, Landowner shall be required to enter into a General Development Plan(s) in conjunction with Subsequent Entitlements and shall not be able to develop the Property, or any portions thereof, until Landowner has entered into a General Development Plan(s).

2.5 Application of Subsequently Enacted Rules, Regulations and Official Policies. While City may enact new or modified tentative map conditions of approval, rules, regulations and official policies after the Effective Date ("New Rules"), such New Rules shall be applicable to the Property only to the extent that they do not conflict with the Existing Rules. Furthermore, City shall not be prevented from denying or conditionally approving any Subsequent Entitlements on the basis of such Existing Rules or New Rules that do not conflict with the Existing Rules.

2.6 Obligation to Meet and Confer. If City attempts to apply to the Project a Subsequent Entitlement or New Rule which Landowner believes to conflict with this Agreement or the other Initial Entitlement, Landowner shall provide to City in writing a notice describing the legal and factual basis for Landowner's position. The parties shall meet and confer within thirty (30) days after the date of such written notice with the objective of attempting to arrive at a mutually acceptable solution to this disagreement. If no mutually acceptable solution can be reached, either party may take such action as may be permitted under Article 5 below.

2.7 Uniform Codes and Standard Specifications. Nothing herein shall preclude City from applying to the Property standards contained in uniform building, construction, plumbing, fire or other uniform codes and Title 24 of the California Code of Regulations, relating to Building Standards in effect at the time of approval of the appropriate permits which may include building, grading or other construction permits for the Property, as the same may be adopted or amended from time to time by City, provided that the provisions of any such uniform code shall:

(1) Apply to the Property only to the extent that such code is in effect on a City-wide basis; and

(2) With respect to those portions of any such uniform code that have been adopted by City without amendment, be interpreted and applied in a manner consistent with the generally prevailing interpretation and application of such code in California.

2.8 Changes in State or Federal Laws or Regulations. Nothing herein shall preclude City from applying to the Property changes in the Existing Rules, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. To the extent that such changes in the Existing Rules, prevent, delay or preclude compliance with one or more provisions of this Agreement or the other Initial Entitlements, City may modify or suspend such provisions of the Agreement as may be necessary to comply with such state or federal laws or regulations and City and Landowner shall take such action as may be required pursuant to this Agreement to comply therewith.

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

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ARTICLE 3. LANDOWNER OBLIGATIONS

3.1 City Fees and Charges. Landowner shall pay those processing, inspection and plan check fees and charges required by City under the current regulations then in effect for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder, including paying costs incurred by City to conduct environmental review of the Initial Entitlements.

3.2 Applicable Fees; Time of Payment. The Property shall be subject to those development impact fees required by City's adopted Resolution No. 15-16, adopted April 21, 2015, and policies which are in effect at the time of individual building permit application. Further, the Property shall be subject to those dedications required by City's adopted ordinances, resolutions and policies which are in effect at the time of tentative map approval. Except as otherwise provided in Section 2.6 of this Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances.

3.3.1 Formation, Consent, Waiver and Special Benefit. Landowner agrees to cooperate in the formation or annexation to, and agrees to take all acts necessary to the formation or annexation to one or more financing mechanism or assessment district for maintenance purposes, as chosen by the City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the property. The Services District shall:

a. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the property and upon the Property frontages and statuary, fountains or ornamental structures.

b. Cause to be established appropriate funding mechanisms, to the satisfaction of the City, to fund the ongoing maintenance of park facilities and improvements with the Project, and any other park improvements pursuant to the Project Approvals.

c. Cause to be established appropriate mechanisms, as determined appropriate by the City to fund the ongoing maintenance of drainage facilities within the project consistent with the Project Approvals.

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d. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the City within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the City.

e. Conduct, manage and finance any environmental litigation monitoring as required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Article 3.3 is not known as of the Effective Date and will be determined in the future. The assessments listed herein shall be adjusted annually on each January 1, beginning on January 1, 2018, based on the Consumer Price Index. As used herein, the term , "Consumer Price Index" shall mean the United States Department of Labor Bureau of Labor Statistics Consumer Price Index, All Urban Consumer, All Items, San Francisco-Oakland-San Jose, California, or the successor of such index.

3.3.2 Public Parcel Exclusion. Landowner expressly agrees that parcels conveyed or to be conveyed to the City shall be excluded from any assessment to be imposed by the Services District.

3.3.3 Provisions Survive Termination. The provisions of this Article 3.3 shall survive the termination of the Agreement.

ARTICLE 4. CITY OBLIGATIONS

4.1 Subdivision Maps. City acknowledges that under Government Code Section 66452.6, the term of a tentative subdivision map will be automatically extended for a period of time where a subdivision is obligated to install certain improvements located outside the boundaries of the subdivision. In determining the term of any tentative subdivision map that may be approved in the future by the City for the Property, or any portion thereof, and without limiting the effect of any other provisions of the Government Code dealing with map extensions, the City agrees that any public improvements, exceeding the value set forth in Section 66452.6 at the time of tentative map approval, shall be treated as such off-site improvements for purposes of applying Section 66452.6 of the Government Code.

A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7. This provision is included in this Agreement to comply with Government Code Section 65867.5.

4.2 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that except as otherwise provided herein, this Agreement shall vest the Initial Entitlements against subsequent City resolutions, ordinances, growth control measures and initiatives or referenda, other than a referendum that specifically overturns City's approval of the Initial Entitlements, that

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would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Initial Entitlements and that any such resolution, ordinance, initiative or referendum shall not apply to the Initial Entitlements and the Project. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted and applied on a uniform, City-wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Landowner and the Property and to all other public or private owners and properties directly affected thereby. By way of example only, an ordinance which would preclude the issuance of a building permit due to a City-wide lack of adequate sewage treatment capacity to meet additional demand would directly concern an imminent public health issue under the terms of this paragraph and would support a denial of a building permit within the Property if approval would require additional sewage treatment capacity. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels on City roads would not be deemed to directly concern a public health or safety issue under the terms of this paragraph.

4.3 Sewer and Water Availability. City represents to Landowner that City has the capacity and ability to provide Landowner with sewer and water services for the number of residential units referenced in paragraph D of the Recitals herein. Said sewer and water services shall be provided by City upon Landowner paying the applicable service fees for residential sewer and water services.

4.4 Essence of Agreement. Articles 1, 2, 3 and 4 are the essence of this Agreement.

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ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, 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 thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

If the default is not cured by the defaulting party after notice and expiration of the thirty (30) day period, the other party to this Agreement at its option may institute any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the non-defaulting party shall refrain from any legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute any waiver of any default. Notwithstanding the foregoing and in the event that the parties are unable to resolve this matter, the non-defaulting party may give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in material default of the terms of this Agreement.

5.2 Annual Review.

5.2.1 Review Date. The annual review date for this Agreement shall be May 17, 2016, and each year thereafter.

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5.2.2 Initiation of Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. To the extent this cost is not included in other fees or costs paid by Landowner, Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

Upon, not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement.

In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission.

If City takes no action within thirty (30) days following a required public hearing to discuss the annual review findings, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

5.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state of federal laws or regulations, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that the Landowner, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Colusa, State of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default

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of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.6 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement has been reviewed by legal counsel both for City and Landowner, and therefore no presumption or rule that ambiguity shall be construed against the party drafting the agreement shall apply.

ARTICLE 6. HOLD HARMLESS AGREEMENT

Landowner and its successors-in-interest and assigns, hereby agrees to, and shall defend, indemnify, and hold City, its elective and appointive boards, commissions, officers, agents, employees and representatives harmless from any and all claims, costs (including legal fees and costs), liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from Landowner's performance of this Agreement, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, including attorneys' fees, whether such performance be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the sole negligence or willful misconduct of City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefore. This indemnification provision survives termination of this Agreement.

ARTICLE 7. PROJECT AS A PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

ARTICLE 8. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action. Landowner shall bear its own costs of defense as a real party in

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interest in any such action, and shall reimburse City for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding and for any attorney's fees and costs awarded to a party to be paid by City.

ARTICLE 9. GENERAL

9.1 Enforceability. The City agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

9.2 City Finding. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

9.3 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns: No other person shall have any right of action based upon any provision in this Agreement.

9.4 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

9.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the City of Colusa City Code, as it may be amended, provided that such amendments do not impair the rights granted to the parties by this Agreement.

9.6 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

9.7 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) to the knowledge of the certifying party, the requesting party is

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not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

9.8 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to provide any such request for interpretation. City will not unreasonably withhold its consent to any such requested interpretation provided such interpretation is consistent with the intent and purposes of this Agreement. The Parties agree that the following shall apply to any Mortgagee of the Property:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law, but all of 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 who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

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

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of default given to Landowner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 11 of this Agreement.

9.9 Insurance. At all times that Landowner is constructing any improvements that will

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become public improvements, Landowner agrees that Landowner may be required to maintain in effect a policy of comprehensive general liability insurance and name City as an additional insured on all policies evidencing such insurance. Any such obligation imposed upon Landowner by City shall automatically terminate, without any further action by either party, upon City acceptance of such public improvements, unless otherwise extended by a written agreement between Landowner and City.

ARTICLE 10. NOTICES

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

City Manager
City of Colusa
425 Webster Street
Colusa, CA 95932

With a copy to:

City Attorney
City of Colusa
425 Webster Street
Colusa, CA 95932

Notice required to be given to the Landowner shall be addressed as follows:

COLUSA INDUSTRIAL PROPERTIES, INC
C/O Ed Hulbert
50 Sunrise Blvd.
Colusa, CA 95932

With a copy to:

Clark and Nelson
P.O. Box 968
Colusa, CA 95932
Attn: David Nelson

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

ARTICLE 11. ASSIGNMENT

From and after recordation of this Agreement against the Property, Landowner shall, subject to providing advance written notice of such assignment to City, have the full right to assign this

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Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit "C" and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner", with all rights and obligations related thereto, with respect to such conveyed property.

ARTICLE 12. FINAL AGREEMENT

This Agreement constitutes the final agreement between the parties hereto relative to those development rights of Landowner provided for in the Initial Entitlements under the Development Agreement Statute. Development rights of Landowner under Subsequent Entitlements shall be the subject of a future tentative map application. This Agreement constitutes the entire understanding and agreement of the parties.

ARTICLE 13. FORM OF AGREEMENT, EXHIBITS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Colusa has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the Authority of Ordinance No. 516, adopted by the City Council of the City of Colusa on the 18th day of April 2017.

CITY OF COLUSA:

By: _____
City Manager

ATTEST:

By: _____
City Clerk

LANDOWNER:

COLUSA INDUSTRIAL PROPERTIES, INC

By: _____
Its: C.E.O.

LIST OF EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Property Map
Exhibit C	Sample Assignment and Assumption Agreement

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EXHIBIT "A"
LEGAL DESCRIPTION

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DESCRIBED
AS FOLLOWS:

TRACT ONE: (APN: 017-130-021)
BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD KNOWN AS COLUSASYCAMORE-GRIMES ROAD, FROM WHICH A 3" X 3" PAINTED REDWOOD STAKE, MARKING THE NORTHWEST CORNER OF LOT NO. 9 OF JOHN C. MOGK'S SUBDIVISION NO. 2, BEARS N. 83° 29' W. 34.7 FEET AND RUNNING THENCE S. 24° 3' E. 534.7 FEET ALONG THE CENTER OF SAID ROAD, THENCE N. 83° 29' W. 2075.7 FEET ALONG AND WITH THE SOUTH LINE OF SAID SUBDIVISION NO. 2, TO A STAKE ON THE WEST BANK OF A CERTAIN SLOUGH; THENCE N. 16° 23' E. 466.4 FEET TO A STAKE SITUATE ON THE EAST BANK OF A CERTAIN SLOUGH; THENCE S. 83° 29' E. ALONG AND WITH THE DIVIDING LINE BETWEEN LOTS NOS. 8 AND 9, OF SAID SUBDIVISION NO. 2, 1723.9 FEET TO THE POINT OF BEGINNING, AND BEING THE EASTERLY PORTION OF SAID LOT NO. 9 OF SAID JOHN C. MOGK SUBDIVISION NO. 2, AS SAID LOT IS SHOWN ON THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY OF COLUSA, STATE OF CALIFORNIA.

EXCEPTING THEREFROM PARCELS 1, 2, 3 AND 4 ON THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA, STATE OF CALIFORNIA, ON NOVEMBER 29, 1983 IN BOOK 2 OF PARCEL MAPS, AT PAGE 200.

SAID LAND IS ALSO DESIGNATED AS A PORTION OF THE "REMAINDER" PARCEL AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 00-4-1 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA, STATE OF CALIFORNIA, ON DECEMBER 12, 2001 IN BOOK 6 OF PARCEL MAPS, AT PAGE 12.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. 15-009 FOR LOT LINE ADJUSTMENT NO. 15-2-4, RECORDED AUGUST 13, 2015 AS INSTRUMENT NO. 2015-0002704 OF OFFICIAL RECORDS.

TRACT TWO: (APN: 017-130-055)
PARCEL ONE:
PARCEL NO. 2 AS SHOWN ON THAT CERTAIN PARCEL MAP OF TRACT NO. 79-3-5 BEING A DIVISION IN SECTIONS 5 AND 6, AND IN THE JIMENO RANCHO IN TOWNSHIP 15 NORTH, RANGE 1 WEST, FILED JUNE 27, 1979 IN BOOK 2 OF PARCEL MAPS, AT PAGE 60.
EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT THE RIGHT OF SURFACE ENTRY THERETO, AS RESERVED IN THAT CERTAIN INDIVIDUAL GRANT DEED RECORDED JUNE 8, 1981 IN BOOK 504, PAGE 449 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM PARCEL NO. 1 AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 89-6-4 FILED IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA, STATE OF CALIFORNIA ON JUNE 27, 1979 IN BOOK 4 OF PARCEL MAPS, AT PAGE 20.
ALSO EXCEPTING THEREFROM PARCEL NO.'S 1, 2, 3, 4, 5, 6, 7, 8 AND 9 AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 00-4-1 FILED IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA, STATE OF CALIFORNIA, ON DECEMBER 12, 2001 IN BOOK 6 OF PARCEL MAPS, AT PAGE 12.

SAID LAND IS ALSO DESIGNATED AS A PORTION OF THE "REMAINDER" PARCEL AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 00-4-1 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA, STATE OF CALIFORNIA, ON DECEMBER 12, 2001 IN BOOK 6 OF PARCEL MAPS, AT PAGE 12.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. 15-009 FOR LOT LINE ADJUSTMENT NO. 15-2-4, RECORDED AUGUST 13, 2015 AS INSTRUMENT NO 2015-0002704 OF OFFICIAL RECORDS.

PARCEL TWO:
BEGINNING AT A POINT IN WESTCOTT ROAD, SAID POINT BEING THE NW CORNER OF PARCEL 1 AS SHOWN ON PARCEL MAP OF TRACT 79-3-5 FILED AT PAGE 60 OF BOOK 2 OF PARCEL MAP RECORDS OF THE COUNTY OF COLUSA, CA., AND RUNNING THENCE S. 83° 29' 56" E., 1416.44 FEET, THENCE S. 0° 04' 12" W., 60.38 FEET; THENCE N. 83° 29' 56" W., 1433.65 FEET; THENCE N 16° 23' 00" E., 60.90 FEET TO THE POINT OF BEGINNING, BEING THE NORTHERLY 60 FEET OF THE ABOVE DESCRIBED PARCEL 1.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT THE RIGHT OF SURFACE ENTRY THERETO, AS RESERVED IN THAT CERTAIN INDIVIDUAL GRANT DEED RECORDED JANUARY 26, 1988 IN BOOK 605, PAGE 267 OF OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. 87-109, RECORDED NOVEMBER 12, 1987, IN BOOK 601, PAGE 312 OF OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. 15-009 FOR LOT LINE ADJUSTMENT NO. 15-2-4, RECORDED AUGUST 13, 2015 AS INSTRUMENT NO. 2015-0002704 OF OFFICIAL RECORDS.

TRACT THREE:
BEGINNING AT A POINT ON THE SOUTHWESTERLY CORNER OF THE "BOWLES FLYING SERVICE" PARCEL, BEING A ½" REBAR, PER 4 PM 37 AND 4 ROS 136, FROM WHICH THE NORTHERNMOST CORNER OF SAID "BOWLES FLYING SERVICE" PARCEL BEARS N 16° 24' 34" E A DISTANCE OF 412.15 FEET; THENCE NORTH 89° 30' 51" WEST A DISTANCE OF 1347.62 FEET TO A CALCULATED POINT ON THE WESTERN BOUNDARY OF THE "DESIGNATED REMAINDER"

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PER 5 PM 27; THENCE NORTH 00° 05' 54" EAST A DISTANCE OF 814.66 FEET TO A ½" REBAR PER 2 PM 60; THENCE SOUTH 73° 35' 26" EAST ALONG THE SOUTHERN BOUNDARY OF DESIGNATED REMAINDER PER 6 PM 12 AND ALSO BEING THE NORTHERN BOUNDARY OF DESIGNATED REMAINDER 5 PM 27 A DISTANCE OF 1524.71 FEET; THENCE SOUTH 16° 24' 34" WEST A DISTANCE OF 412.15 FEET TO A ½" REBAR R.C.E. 17809 PER 4 PM 37, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. 15-009 FOR LOT LINE ADJUSTMENT NO. 15-2-4, RECORDED AUGUST 13, 2015 AS INSTRUMENT NO. 2015-0002704 OF OFFICIAL RECORDS.

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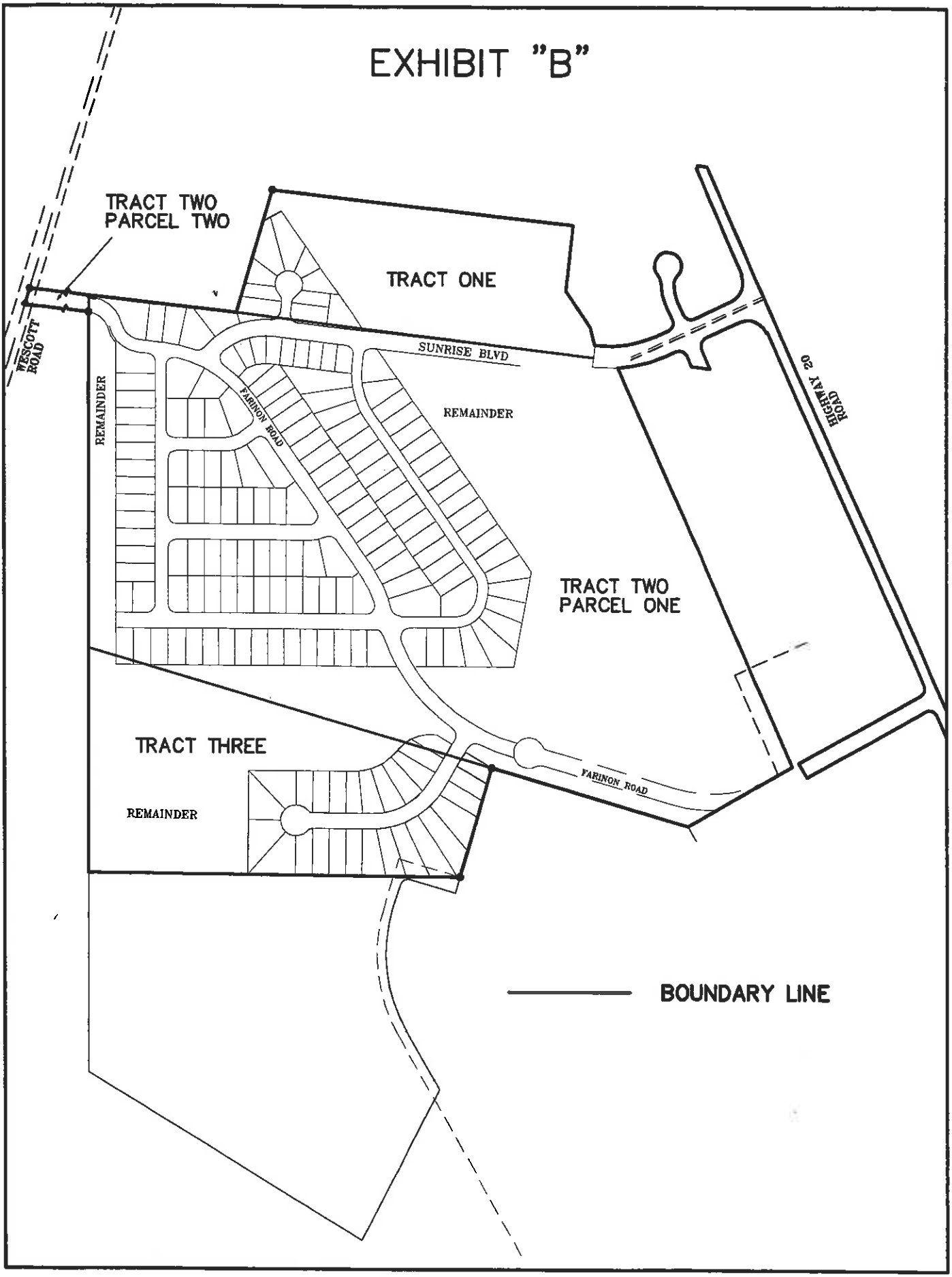

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into this ___ day of _____, by and between COLUSA INDUSTRIAL PROPERTIES, INC., a California corporation, hereinafter referred to as "Landowner", _____, hereinafter referred to as "Developer" and the City of Colusa, a municipal corporation, hereinafter referred to as "City".

R E C I T A L S

A. Landowner and City previously entered into a Development Agreement by and between the City of Colusa and Colusa Industrial Properties, Inc., relative to the Country Club Estates project ("Development Agreement"). Said Development Agreement is dated _____, 2016, and a true and correct copy of the same is attached hereto and incorporated herein as Exhibit A.

B. City has approved a subdivision map for the Country Club Estates Project, the same having been recorded on _____, 2016, in Book ____ Subdivision Maps at page _____, Official Records Colusa County. A copy of said Subdivision Map is attached hereto and incorporated herein as Exhibit B.

C. Landowner and City have entered into one or more General Development Plan(s) relative to the Country Club Estates Project. Copies of said General Development Plan(s) are attached

hereto and incorporated herein as Exhibit C.

D. Landowner is prepared to transfer, sell and convey unto Developer those certain portions and/or parcels and lots of the Country Club Estates Project as set forth on Exhibit D which is attached hereto and incorporated herein.

E. A condition of the transfer, sale and conveyance as referenced in paragraph D above, is that Developer have assigned to it all of Landowner's rights with respect to the properties on Exhibit D and that Developer assume, fulfill and discharge all of Landowner's obligations, requirements, dedications, construction improvements, bonding and financing as particularly set forth and described within the Development Agreement attached hereto as Exhibit A and the General Development Plan(s) as set forth on Exhibit C.

F. As provided in Article 11 of the Development Agreement, upon Developer accepting the assignment of Landowner's rights and assuming Landowner's obligations, City will release Landowner from any further liability or obligation under the terms of the Development Agreement attached hereto as Exhibit A and the General Development Plan(s) attached hereto as Exhibit C as they relate to the property described on Exhibit D.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective upon the closing of the transfer, sale and conveyance of the real property described on Exhibit D from

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Landowner to Developer, Developer shall have assigned to it all of Landowner's rights as set forth within the Development Agreement as attached hereto as Exhibit A and the General Development Plan(s) as set forth herein as Exhibit C.

2. Effective upon the closing of the transfer, sale and conveyance of the real property described on Exhibit D from Landowner to Developer, Developer shall assume, discharge and fulfill all of Landowner's obligations, requirements, dedications, construction improvements, bonding and financing as set forth within the Development Agreement attached hereto as Exhibit A and the General Development Plan(s) as set forth on Exhibit C attached hereto, as it relates to the real property described on Exhibit D.

3. By their signature hereto, City approves of the assignment of rights and assumption of obligations as set forth hereinabove and as it relates to the real property described on Exhibit D. City shall substitute Developer in the place and stead of Landowner with respect to the Development Agreement and the General Development Plan(s) with respect to the real property described on Exhibit D.

4. By their signature hereto, City shall, with respect to the property described on Exhibit D, release and discharge Landowner from the Landowner obligations as set forth within the Development Agreement attached hereto as Exhibit A and the

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General Development Plan(s) as set forth herein on Exhibit C.

5. All parties hereto acknowledge and agree that the terms and conditions of the Development Agreement attached hereto as Exhibit A and the General Development Plan(s) attached hereto as Exhibit C remain in full force and effect and that neither Landowner nor City are in default with respect to any term or condition of the Development Agreement attached hereto as Exhibit A or the General Development Plan(s) attached hereto as Exhibit C.

6. This Assignment and Assumption Agreement and the performance thereof shall inure to and bind the parties, their heirs, successors and assigns.

7. This Assignment and Assumption Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supercedes any prior oral or written agreements or understandings between the parties with respect to the matters set forth herein. No modification, change or amendment to this Assignment and Assumption Agreement shall be effective except by a writing signed by all of the parties hereto.

8. Should any litigation result to enforce any term or condition of this Assignment and Assumption Agreement, then and in said event, the prevailing party shall be entitled to an award of reasonable attorneys fees as an additional item of their

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damage.

9. This agreement is entered into in the State of California and shall be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LANDOWNER

COLUSA INDUSTRIAL PROPERTIES

By_____
Ed Hulbert
President

By_____
Darsel Forney
Secretary

DEVELOPER

By_____

CITY OF COLUSA

By_____
Randal Dunn
Acting City Manager

ATTEST:

By_____
Shelley Kittle
City Clerk

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APPENDIX F

ALUC Referral Form

Attachment: Attachment #15 ALUC Referral Form CIP Residential (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))

COLUSA COUNTY AIRPORT LAND USE COMMISSION (ALUC) REFERRAL FORM FOR PROJECT REVIEW

ALUC Identification No.

PROJECT PROPONENT (TO BE COMPLETED BY APPLICANT)

Date of Application	2/16/21		
Applicant	Colusa Industrial Properties	Phone Number	(530) 458-2118
Mailing Address	50 Sunrise Blvd.		
	Colusa, CA 95932		
Agent (if any)	Ed Hulbert	Phone Number	(530) 458-2118
Mailing Address	50 Sunrise Blvd.		
	Colusa, CA 95932		

PROJECT LOCATION (TO BE COMPLETED BY APPLICANT)

Attach an accurately scaled map showing the relationship of the project site to the airport boundary and runways

Street Address	West of extension of Sunrise Blvd.		
Assessor's Parcel No.	bk 2 pg 33; 017-130-080, -106, -017, -108	Parcel Size	111.15
Subdivision Name	CIP Residential	Zoning Classification	R-1-PD
Lot Number			

PROJECT DESCRIPTION (TO BE COMPLETED BY APPLICANT)

If applicable, attach a detailed site plan showing ground elevations, the location of structures, open spaces and water bodies, and the heights of structures and trees; include additional project description data as needed

Existing Land Use (describe)	Open Space / New Residential Subdidivion	
Proposed Land Use (describe)	New 180-lot single-family residential subdivision, new streets, underground infrastructure, etc...	
For Residential Uses	Number of Parcels or Units on Site (exclude secondary units)	180 (plus open spaces)
For Other Land Uses	Hours of Use	
	Number of People On Site… Maximum Number	
	Method of Calculation	
Height Data	Height above Ground of Tallest Object (including antennas and trees)	26'-7" ft.
	Highest Elevation (above sea level) of Any Object or Terrain on Site	77' ft.
Flight Hazards	Does the Project Involve Characteristics that:	
	▪ Could Create Electrical Interference, Confusing Lights, Glare, Smoke, or Other Electrical or Visual Hazards to Aircraft Flight?	☐ Yes ☑ No
	▪ Could Attract Birds or Other Wildlife to the Airport or Vicinity?	☐ Yes ☑ No
	If Yes, Describe	

REFERRING AGENCY (TO BE COMPLETED BY SUBMITTING AGENCY STAFF)

Date Received

Agency Name: City of Colusa

Staff Contact: Bryan Stice

Phone Number: (530) 458-4740 x103

Agency's Project No.: 01-16 (TM); 01-18 (TM); Ord 513 (DA.)
Ord 516 (D.A. rev.)

Type of Project

- ☐ General Plan Amendment
- ☐ Zoning Amendment or Variance
- ☑ Subdivision Approval
- ☐ Use Permit
- ☐ Public Facility
- ☑ Other: Development Agreements

Indicate agencies that have been notified of project.

☑ Colusa County Airport ☑ County of Colusa ☑ City of Colusa ☑ Other: LAFCO

ALUC REVIEW (TO BE COMPLETED BY ALUC STAFF / ATTACH ADDITIONAL PAGES IF NECESSARY)

Application Receipt
Date Received _____ By _____
Is Application Complete? ☐ Yes ☐ No
If no, cite reasons _____

Airport ☐ Colusa County Airport ☐ New Airport/Heliport ☐ Other:_____

Land Use Category/Categories _____

Basic Review Criteria
Compatibility Zone(s) ☐ A ☐ B1 ☐ B2 ☐ C1 ☐ C2 ☐ C3 ☐ D
Land Use Acceptability ☐ Normally Compatible ☐ Conditional ☐ Incompatible

Sitewide Avg. Density/Intensity Criteria Met?	☐ Yes	☐ No	_____
Single-Acre Density/Intensity Criteria Met?	☐ Yes	☐ No	_____
Open Land Requirement Met?	☐ Yes	☐ No	_____
Sound Attenuation Requirement Met?	☐ Yes	☐ No	_____
Easement/ Overflight Notice Provided?	☐ Yes	☐ No	_____

Airspace Protection Compatibility

Height Acceptable?	☐ Yes	☐ No	_____
FAA Notified if Applicable?	☐ Yes	☐ No	_____
Other Hazards to Flight Excluded?	☐ Yes	☐ No	_____

Special Site/Project Conditions Describe: _____

ACTIONS TAKEN (TO BE COMPLETED BY ALUC STAFF)

ALUC Action
☐ Consistent Date _____
☐ Consistent with Conditions (list conditions / attach additional pages if needed)
_____
_____
☐ Inconsistent (list reasons / attach additional pages if needed)
_____
_____

Attachment: Attachment #15 ALUC Referral Form CIP Residential (6394 : Colusa Industrial Park Residential Development (ALUC #21-02))