CITY OF LINCOLN
2026 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY
August 11, 2026

AS A COURTESY, PLEASE TURN OFF ALL CELL PHONES & ELECTRONIC DEVICES DURING THE MEETING

-COUNCIL MEETING AGENDA-

6:00 PM

Mayor Richard Pearl
Mayor Pro Tem Whitney Eklund **Councilmember Holly Andreatta**
Councilmember Ben Brown **Councilmember John Reedy**

City Hall (Extremely Limited Seating Capacity)
3rd Floor Council Chambers
600 Sixth Street
Lincoln, CA 95648

or attend via

ZOOM
register by using this link:
https://us06web.zoom.us/webinar/register/WN_BuE0s3EcQD-zsbFvqlr9eQ

or participate by calling US: +1 (669) 900-6833
use ID #867 6709 0429
and use *9 to raise hand to speak

EXECUTIVE TEAM

Sean Scully, City Manager	Douglas White, Special Counsel
Nita Wracker, Asst. City Manager / Finance Director	Matt Alves, Police Chief
Jennifer Brown, Chief Innovation & Tech. Officer	Vin Cay, City Engineer
Erin Frye, Econ. Dev. & Communication Specialist	Kathryn Hunt, Library Services Director
Hope Ithurburn, City Clerk	Matthew Medill, Public Works Director
Veronica Rodriguez, Human Resources Director	Anthony Mejia, Fire Chief

MISSION STATEMENT: To provide the highest level of service responsive to our community's expectations and to enhance the quality of life and economic vitality.

THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST WITH PUBLIC PARTICIPATION:

Americans with Disabilities Act (ADA): In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (916) 434-2490. The meeting room is wheelchair accessible and disabled parking is available. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Availability: The main posting location of the City Council Agenda pursuant to the Brown Act, Government Code § 54954.2(a) is on the public kiosk outside the entrance of City Hall, 600 6th Street, Lincoln, California. City Council Agenda Packets are available for review at the City Clerk's Office, 600 6th Street, Lincoln, California, and "Live and Archived" meetings, minutes and videos are available on the City's website at www.Lincolnca.gov. City Council Meetings are televised live 6:00PM on Cable channel 18.

Public Input: Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker card to City staff. Speaker cards are available near the entrance of the meeting location. Persons wishing to address the City Council on an item appearing on this agenda will be called upon at the appropriate time during the item's consideration. Persons wishing to address the City Council on an item not appearing on the agenda will be called upon during "Public Comment on Non-Agenda Items." In either case, please stand to be recognized by the Mayor when your name is called. Please note: comments from the audience without coming to the podium may be disregarded or ruled out of order. All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. All comments or questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda, but may engage in brief discussion, provide direction to City staff, or schedule items for future meetings.

Special Meeting Public Input: Only issues listed on a special meeting agenda may be addressed pursuant to the Brown Act's regulation of Special Meetings.

Consent Agenda: All matters on the Consent Agenda are considered routine business and will be enacted by one motion. There will be no separate discussion of these items unless a member of the City Council requests a specific item be removed from the Consent Agenda for separate action. Any items removed will be considered after the remainder of the Consent Agenda.

Judicial Review: Pursuant to applicable laws and regulations, including without limitation, California Government Code § 65009 and/or California Public Resources Code § 21177, if you wish to challenge in court any of the decisions made by the City Council, including any action regarding planning, zoning or environmental decisions, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

1. CLOSED SESSION - 5:00pm

1.A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code §54956.9

Name of Case: (City of Lincoln v. The Gathering Inn, et al., Placer Superior Court Case No. S-CV-0053711)

1.B CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code, § 54956.8)

Property: APN 021-321-083

Agency Negotiator: Nita Wracker, Assistant City Manager

Negotiating Parties: EAH Housing

Under Negotiations: Price, terms of payment or both

1.C **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code §54956.9
Name of Case: (Khachadourian v. Cook, et al., Placer County Superior Court Case No. S-CV-0051202)

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENT (CLOSED SESSION AGENDA ITEMS ONLY)

GENERAL SESSION - 6:00pm

INSPIRATION OR INVOCATION

5. CALL TO ORDER

6. ROLL CALL

7. REPORT FROM CLOSED SESSION (if any)

8. PLEDGE OF ALLEGIANCE

9. AGENDA MODIFICATIONS

10. PRESENTATIONS

10.A Recognition of Lincoln Youth Global Disc Golf Champions

10.B CivicBot Presentation (Jennifer Brown)

11. INFORMATION ITEMS AND DISCLOSURES

12. PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COUNCIL ***All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. All comments or questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda, but may engage in brief discussion, provide direction to City staff, or schedule items for future meetings.***

13. CONSENT

13.A Adopt a Resolution Authorizing the City Manager to Execute a Contract for Construction with M-3 Construction, Inc. in the Amount of $184,000 for the Beermann Plaza Trash Enclosure Project and Authorizing the City Engineer to Approve Change Orders Not to Exceed $36,800. (Jacob Groeser)

13.B Adopt a Resolution Augmenting Revenue Accounts to Reflect the California Library Literacy Services Grant Award Received by the Library for a Total Award Amount of $38,076.00. (Kathryn Hunt)

13.C Adopt a Resolution Authorizing the City Manager to Execute First Amendment to Option and Tower Structure License Agreement with New Cingular Wireless extending the

agreement an additional twelve (12) months. (Nita Wracker)

13.D Waive Full Reading and Adopt by Title Only an Ordinance Amending the Village 7 General Development Plan and Village 5 General Development Plan for the Village 7B Amendments Project. (Mikaela Noble)

13.E Waive Full Reading and Adopt by Title Only an Ordinance Amending the Village 5 General Development Plan for the Windsor Cove Project. (Mikaela Noble)

14. PUBLIC HEARINGS

15. GENERAL BUSINESS

15.A Adopt a Resolution Approving a Fixed Base Operator and Airport Management Services Agreement with KT Aero CA LLC for Lincoln Regional Airport - Karl Harder Field, Authorizing the City Manager to Execute the Agreement, and Approving Budget Augmentations in the Amounts of $165,000 in FY 2025/26 and $336,250 in FY 2026/27 for the Airport Fund (7500). (Matt Medill)

16. CITY MANAGER REPORTS

17. COUNCIL INITIATED BUSINESS

18. COMMITTEE REPORTS

19. ADJOURNMENT

NOTE: *Materials related to an item on this Agenda submitted to the Council/Redevelopment Successor Agency after distribution of the agenda packet are available for public inspection in the City Clerk's office at 600 Sixth Street, Lincoln, CA during normal business hours. Such documents are also available on the City of Lincoln's website at https://www.lincolnca.gov/ subject to staff's availability to post the documents before the meeting.*

In compliance with the American with Disabilities Act, the City will provide special assistance for disabled members of the public. The meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need a disability-related modification or accommodation to participate in the meeting, please contact the City Clerk's Office at (916) 434-2490. As a courtesy, please make every effort to inform the Clerk of your needs at least 24 hours prior to the meeting so the City may make reasonable arrangements to ensure accessibility to this meeting.

Pursuant to applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (including any action regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

Levine Act Provisions -- The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Lincoln that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officer totaling more than $500 within the 12 months before the City decision. This includes contributions to Councilmembers, Planning Commissioners and members of other City boards and commissions.

STAFF REPORT

Item Number 10.A

SUBJECT:	Recognition of Lincoln Youth Global Disc Golf Champions
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Manager's Office
DATE:	August 11, 2026

STAFF REPORT

Item Number 10.B

SUBJECT: CivicBot Presentation (Jennifer Brown)

SUBMITTED BY: City Clerk

DEPARTMENT: Information Technology

DATE: August 11, 2026

STAFF REPORT

Item Number 13.A

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Contract for Construction with M-3 Construction, Inc. in the Amount of $184,000 for the Beermann Plaza Trash Enclosure Project and Authorizing the City Engineer to Approve Change Orders Not to Exceed $36,800. (Jacob Groeser)

SUBMITTED BY: Jacob Groeser

DEPARTMENT: Engineering

DATE: August 11, 2026

STAFF RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a contract for construction with M-3 Construction, Inc. in the amount of $184,000 for the Beermann Plaza Trash Enclosure Project and authorizing the City Engineer to approve change orders not to exceed $36,800.

BACKGROUND/INTRODUCTION:

The Beermann Plaza serves as a hub for local events and supports a vibrant, business-friendly environment. However, when the Plaza was originally designed, the long-term thought process of garbage collection and future regulatory requirements were not primary considerations. Today, waste is collected from more than 25 nearby businesses at this location.

For many years, this specific area relied on a 6-yard compactor with an additional 5-yard bin for overflow. Over time, operational issues with the compactor highlighted the need for a comprehensive review of trash and organics collection services in the Plaza.

With the implementation of new regulations, such as mandatory food waste separation, identifying adequate space for organics containers has been an ongoing concern for downtown businesses. Waste volumes have also increased alongside business growth, creating additional demand for service.

On November 18, 2025 City Council authorized the creation of CIP 722 – Beermann Plaza Trash Enclosure with a budget of $500,000 from the unencumbered Fund 7310 – Solid Waste Capital. This project will create a new trash enclosure that will match the aesthetic of Beermann Plaza. It will feature decorative brick veneers, tile wall caps, landscaping, metal

benches, and new sidewalk.

The invitation for bids was published in the Lincoln News Messenger and posted on Planet Bids and the City website on July 1, 2026.

FINDINGS/ANALYSIS:

Bids were received by the City Clerk at 2:00 PM on July 17, 2026. Responsive bid proposals were received from five contractors and are included in Attachment B.

On July 17, 2026, the following bids were received:

Contractor	Base Bid Amount
M-3 Construction	$184,000
TJR Resources	$197,554
Central Valley Engineering & Asphalt	$218,969
B&M Builders	$218,246
Wexford Builders	$197,541

Staff has reviewed the bids and recommends the City award a construction contract (Attachment B) to the lowest responsive and responsible bidder, M-3 Construction, Inc. in the amount of $184,000 for the Base Bid.

The work will commence upon award. The project is currently programmed with the following milestone schedule:

- Award Contract for Construction: August 11, 2026
- Issue Notice to Proceed: August 2026
- Begin Construction: August 2026
- End Construction: September 2026

City Staff will provide construction management and inspection. ACE Quality Control will provide materials sampling, testing and inspection services under the on-call professional services contract authorization.

ENVIRONMENTAL REVIEW:

The proposed project qualifies for a categorical/statutory exemption under section 15311 – Accessory Structures, and thereby is exempt from further environmental review under the California Environmental Quality Act Guidelines. The Plaza is already used to store waste collection bins, and the creation of this enclosure will not expand the existing use.

FISCAL IMPACT:

The project is funded in Fiscal Year 2026/27 through CIP 722 – Beermann Plaza Trash Enclosure.

Budgeted

CIP 722 – Beermann Plaza Trash Enclosure

Fund 7310 – Solid Waste Capital	$500,000
Total Budgeted	**$500,000**

Estimated Project Costs

Materials Testing (ACE Quality Control)	$ 8,343
Construction Contract (M-3 Construction, Inc.)	$184,000
Construction Contingency (20%)	$ 36,800
Total Estimated Costs	**$222,343**

ATTACHMENTS:
2.Beerman_Plaza_Trash_Enclosure_CIP_722.DOC2.Resolution.2026August11.jgroeser.rfc.dc

RESOLUTION 2026-

A RESOLUTION THAT AUTHORIZES THE CITY MANAGER TO EXECUTE A CONTRACT FOR CONSTRUCTION WITH M-3 CONSTRUCTION, INC. IN THE AMOUNT OF $184,000 FOR THE BEERMANN PLAZA TRASH ENCLOSURE PROJECT AND AUTHORIZES THE CITY ENGINEER TO APPROVE CHANGE ORDERS NOT TO EXCEED $36,800.

WHEREAS, a portion of the Beermann Plaza is currently used to store waste from nearby businesses; and

WHEREAS, new legislation requiring the separation of food waste, as well as the increase in demand from nearby businesses, have prompted the City to create a dedicated waste enclosure; and

WHEREAS, Bid Documents were prepared, titled Beermann Plaza Trash Enclosure Project, CIP 722; and

WHEREAS, The Notice to Bidders was duly advertised, and a public bid opening was held by the City Clerk at 2:00 pm on July 17, 2026; and

WHEREAS, M-3 Construction, Inc. was determined to be the responsible bidder submitting the lowest responsive bid in the amount of $184,000; and

NOW THEREFORE BE IT RESOLVED:

The City Council of the City of Lincoln authorizes the City Manager to execute a contract for construction with M-3 Construction, Inc. in the amount of $184,000 for the Beermann Plaza Trash Enclosure Project – CIP 722 and authorizes the City Engineer to approve change orders not to exceed $36,800.

PASSED AND ADOPTED this 11th day of August, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____

Richard Pearl, Mayor

ATTEST:

_____

Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 13.B

SUBJECT: Adopt a Resolution Augmenting Revenue Accounts to Reflect the California Library Literacy Services Grant Award Received by the Library for a Total Award Amount of $38,076.00. (Kathryn Hunt)

SUBMITTED BY: Kathryn Hunt

DEPARTMENT: Library

DATE: August 11, 2026

STAFF RECOMMENDATION:
Staff recommends City Council adopt a Resolution augmenting revenue accounts to reflect the California Library Literacy Services grant award received by the Library for a total award amount of $38,076

BACKGROUND/INTRODUCTION:
The Library department regularly applies for grants in order to provide superior library services to the community. This fiscal year, the Library applied for and received the California Library Literacy Services (CLLS) grant. While grant-eligible expenses were included in the approved 2025-2027 budget, the associated revenue accounts must be augmented to reflect the award, per Section 4.4.5 of the Grant Management Policy.

Since 2016, the Lincoln Public Library has offered an Adult and Family Literacy (A&FL) Program, funded in part by the California State Library as part of the California Library Literacy Services (CLLS) program. The guidelines for this program, as well as the dedicated state funds for this program, are outlined in California Education Code Title 1, Division 1, Part 11, Chapter 4.6, Sections 18880-18883.

The goal of this program is to assist English-speaking adults with low basic literacy skills to develop their speaking, reading, and writing skills. This done by dedicated library staff who 1) build local awareness of and support for the program, 2) train dedicated volunteers who provide 1:1 tutoring with adult literacy learners, 3) find, assess, and support adult literacy learners, 4) provide essential space and materials for adult language learners and pre-K children in their care, and 5) track State and local funding for the program. By providing a safe, accessible, and reliable program for adult literacy learners, the Lincoln Public Library can assist vulnerable adults in the Lincoln community become more proficient employees, more engaged citizens, and more successful parents.

Currently, the program is supporting 30 pairs of tutors and learners, the most since the

program's beginning. Volunteers currently provide over 100 hours of tutoring and program support per month, and the program continues to add learners on a regular basis.

FINDINGS/ANALYSIS:
The Library received a grant award totaling $38,076 on July 1, 2026. The current approved Library budget includes $38,076 of eligible expenses, but $0 in grant revenue. As such, there are no needed augmentations to expense accounts, but the revenue account for this grant will need to be augmented by $38,076.

FISCAL IMPACT:
The grant funding will offset the costs of the Adult and Family Literary Program up to $38,076. Any additional expenses are included in the approved 22026/27 budget and will be funded via the General Fund 1000.

ATTACHMENTS:
2026 CLLS Grant Resolution.docx

CLLS 26 Award Letter.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE AUGMENTATION OF THE RELEVANT REVENUE ACCOUNTS TO REFLECT THE FY 26-27 CALIFORNIA LIBRARY LITERARY SERVICES GRANT AWARD OF $38,076.

WHEREAS, grant revenues allow the Library to provide additional services to the community; and

WHEREAS, the Library was awarded a grant award of $38,076 on July 1, 2026 to offset the budgeted costs of the Library's Adult and Family Literacy program;

WHEREAS, the Library's Adult and Family Literacy program supports Lincoln residents who face literacy challenges, helping them to improve their employment, education, civic engagement, and overall quality of life; and

WHEREAS, the City's grant policy requires that all awarded grants with matching fund requirements be brought to the City Council for acceptance.

NOW THEREFORE BE IT RESOLVED:

The City Council of the City of Lincoln authorizes the augmentation of the relevant revenue accounts to reflect the FY 26-27 California Library Literary Services grant award of $38,076.

PASSED AND ADOPTED this 11th day of August, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Docusign Envelope ID: EB02CB24-6D48-819A-83EA-2CE1F6B842D7

CALIFORNIA STATE LIBRARY

1 July 2026

Kathryn Hunt
Lincoln Public Library
485 Twelve Bridges Dr
Lincoln, CA 95648

Dear Kathryn Hunt,

We are pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

The state budget continues to provide $7.32 million in California Library Literacy Services funding for Adult Literacy Services and Family Literacy Services.

In Process

Your total award amount for the 2026-2027 fiscal year beginning July 1, 2026, is:

- Adult Literacy and Family Literacy Services: $38,076
- **Total Award: $38,076**

California Library Literacy Services programs with Family Literacy Services will receive one award total, referred to as a "block grant," for the 2026-2027 project period. Your library is responsible for allocating award funds between Adult Literacy Services and Family Literacy Services to respond to community needs and for adhering to the following requirements:

- **At least 51 percent** of the block grant award must be allocated to Adult Literacy Services.
- **At least 26 percent** of the block grant award must be allocated to Family Literacy Services.
- Programs who requested a fixed award for Family Literacy Services may adjust their request by +/- 25 percent. Contact your state team for support.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your total award:

- **Total Initial Award Amount: $34,268**

Information about claiming the rest of your award is included in the payment schedule at the end of your award packet.

You must fully expend funds by September 30, 2027, in accordance with your approved budget on file with the State Library.

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Docusign Envelope ID: EB02CB24-6D48-819A-83EA-2CE1F6B842D7

Review the California Library Literacy Services Allowable and Unallowable Expenses guidelines on the Manage Your Current Grant page to ensure project expenditures are consistent with the California Library Literacy Services allowable expenses. If you have questions about expenses or expending award funds, contact your state grant team at CLLS@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the California Library Literacy Services Mission, Values, and Program Essentials. Additional California Library Literacy Services resources can be found on the California Library Literacy Services webpage.

The payment process begins when we receive your completed and signed claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance included in this packet. All forms should be completed and signed through Docusign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Contact your Program Consultant Julianna Robbins and your Grant Monitor Allyson Jeffredo at CLLS@library.ca.gov with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

Signed by:
BDA50981C41C416...

Greg Lucas
California State Librarian

Cc: Julianna Robbins, julianna.robbins@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
State Library Fiscal Office, stategrants.fiscal@library.ca.gov
Amanda Toohey, amanda.toohey@lincolnca.gov

Enc: Re: CLLS26-39: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Docusign Envelope ID: EB02CB24-6D48-819A-83EA-2CE1F6B842D7

CALIFORNIA STATE LIBRARY

THE BASICS – YOUR GRANT AWARD
The following provides all the basic information about your grant and managing your grant.

Award #:	CLLS26-39
Library/Organization:	Lincoln Public Library
Project Title:	California Library Literacy Services
Award Amount:	$38,076
Start Date:	July 1, 2026
End Date:	September 30, 2027
NOTE: It can take six to eight weeks before grant funds are delivered. If you have not received your payment after eight weeks, contact your grant monitor.	

In Process

GRANT AWARD INFORMATION
A copy of your approved budget is included in this packet. You can access your full grant award information and manage your grant through the grant management system, Euna Grants.

BUDGET AMENDMENTS
You are required to submit a budget amendment for all budget changes regardless of amount. Amendments may be submitted throughout the year but no later than 30 days before a reporting period report is due. The amendment due dates are detailed below:

7/1/2026 – 12/31/2026 Financial Report	Due November 30, 2026
1/1/2027 – 6/30/2027 Financial Report	Due May 31, 2027
7/1/2027 – 9/30/2027 Financial Report	Due August 31, 2027

REPORTING
California Library Literacy Services participants are required to provide financial and narrative reports as outlined in the grant terms and conditions. The reporting schedule is detailed below:

Mid-Year Report 7/1/2026 – 12/31/2026 Financial Report	Due January 31, 2027
Final Report 1/1/2027 – 6/30/2027 Financial Report	Due August 18, 2027
7/1/2027 – 9/30/2027 Financial Report (Optional)	Due October 15, 2027

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Docusign Envelope ID: EB02CB24-6D48-819A-83EA-2CE1F6B842D7

Reports will be submitted through the Euna Grants grant management system. You can find support documents on the California State Library's Manage Your Current Grant page.

PAYMENTS

Libraries receive 90% of their total award amount upon receipt of the award letter.

Libraries receive the final 10% payment of their total award after successful completion of the California Library Literacy Services Mid-Year Report and 7/1/2026 – 12/31/2026 Financial Report.

NOTE: Libraries have 15 months to spend their California Library Literacy Services award funds, from July 1, 2026, in which the funds are awarded until September 30 of the following year.

CONTACT

We want your project to be successful. Please work with your grant monitor and program consultant to implement your project:

Grant Monitor:	Allyson Jeffredo
Monitor Phone Number:	916-603-6709
Monitor Email Address:	allyson.jeffredo@library.ca.gov
Program Consultant:	Julianna Robbins
Consultant Phone Number:	916-603-6712
Consultant Email Address:	julianna.robbins@library.ca.gov

In Process

STAFF REPORT

Item Number 13.C

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute First Amendment to Option and Tower Structure License Agreement with New Cingular Wireless extending the agreement an additional twelve (12) months. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: City Attorney's Office

DATE: August 11, 2026

STAFF RECOMMENDATION:

Staff recommend that the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to Option and Tower Structure License agreement with New Cingular Wireless, extending the term an additional twelve (12) months.

BACKGROUND/INTRODUCTION:

The City entered into the Option and Tower Structure License Agreement dated September 10, 2024, with Cingular Wireless, granting a licensing option to four hundred twenty (420) square feet of ground space located at McBean Park. Agreement includes replacing a standard light pole to accommodate antennas and IT microwave dish as well as new equipment building/structure to house ground equipment and a backup generator. The proposed structure would match existing park buildings.

The design/review process for the modification needed to effectuate the licensing agreement and to begin construction is ongoing. Additionally, the City is evaluating a request for additional easement for PG&E, should that be needed, Council approval will be requested for the easement. It is not uncommon for this type of licensing agreement to require additional time to complete and effectuate.

FINDINGS/ANALYSIS:

The executed Option and Tower Structure License Agreement is attached. The value of the licensing agreement is unchanged from staff's initial assessment and City Council's approval in 2024.

FISCAL IMPACT:

In consideration of approving the first amendment to the Option and Tower Structure License Agreement, Cingular Wireless will provide the City a payment of one thousand dollars ($1,000). Once the agreement is fully effectuated the City would receive $3,000 monthly (or $36,000 annually) from the lease, with a 3% annual escalator. Over the course of the 25-year term, this would equate to approximately $1.3 million in revenue into the General Fund for the City of Lincoln.

ATTACHMENTS:
Resolution First Amendment Option and Tower Structure Agreement.docx

15549738_CVL02485_First Amendment to Option Tower Structure License Agreement_07.28.26_Revisions.docx

Option and Tower license agreement.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE FIRST AMENDMENT TO OPTION AND TOWER STRUCTURE LICENSE AGREEMENT

WHEREAS, the City entered into an Option and Tower Structure License Agreement dated September 10, 2024, with Cingular Wireless, granting a licensing option to four hundred twenty (420) square feet of ground space located at McBean Park; and

WHEREAS, the original agreement includes construction of a new cell site at McBean Park, collocating their antennas and IT microwave dish on a pole with park lights, as well as new equipment building/structure to house ground equipment and a backup generator; and

WHEREAS, the design/review process for the modification needed to effectuate the licensing agreement and begin with the construction is ongoing; and

WHEREAS, in consideration of approving the first amendment to the Option and Tower Structure License Agreement, Cingular Wireless will provide the City with a one-time payment of one thousand dollars ($1,000).

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln authorizes the City Manager to execute the First Amendment to Option and Tower Structure License agreement with New Cingular Wireless, extending the term an additional twelve (12) months.

PASSED AND ADOPTED this 11th day of August, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Market: Northern California
Cell Site Number: CVL02485
Cell Site Name: McBean Park
Search Ring Name: CVL02485 (CA)
Fixed Asset Number: 15549738

FIRST AMENDMENT TO OPTION AND TOWER STRUCTURE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND TOWER STRUCTURE LICENSE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below (the "**First Amendment Effective Date**"), is entered into by City of Lincoln, a municipal corporation, having a mailing address of 600 6th St., Lincoln, CA 95648 ("**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

RECITALS

WHEREAS, Licensor and Licensee entered into that certain Option and Tower Structure License Agreement dated as of September 10, 2024 (the "**Agreement**"), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the real property located at 61 McBean Park Dr., City of Lincoln, in the County of Placer, State of California 95648 [APN:008-330-001-000, 008-330-002-000, 008-180-004-000, 008-220-009-000] (the "**Property**"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to add one (1) additional twelve (12) month Option Term (as defined in Section 1 below); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof;

NOWTHEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Extension of Option Term. The Option may be exercised during an additional option term of twelve (12) months commencing on the First Amendment Effective Date (the **"Additional Option Term"**). During the Additional Option Term, Licensee may exercise the Option by notifying Licensor in writing. If Licensee exercises the Option, then Licensor licenses the Premises to Licensee subject to the terms and conditions of the Agreement, as amended by this First Amendment. If Licensee does not exercise the Option during the Additional Option Term or any extension thereof, then the Agreement will terminate, and the parties will have no further liability to each other.

2. Consideration. In consideration of Licensor granting Licensee an Additional Option Term, Licensee agrees to pay Licensor the sum of One Thousand and No/100 Dollars ($1,000.00) within thirty (30) business days of the First Amendment Effective Date.

3. Notices. Section 17 (Notices) of the Agreement is hereby deleted in its entirety, and replaced with the following:

Notices. All notices, requests and demands hereunder will be given as follows:

"For Notices of Default to Licensee:

a. To Licensee's Lease Administration Department by email at NoticeIntake@att.com; and
b. To Licensee's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept. – Network Operations
Re: Cell Site #: CVL02485
Cell Site Name: McBean Park (CA)
Fixed Asset #:15549738
208 S. Akard Street
Dallas, TX 75202-4206

All other notices will be sent:

(a) To Licensee's Lease Administration Department by email at NoticeIntake@att.com with the FA#, Cell Site #, and Cell Site Name in the email subject line.
(b) To Licensor at:
City of Lincoln
City Manager600 6th Street
Lincoln, CA 95648

With a copy to:
City of Lincoln
City Attorney
600 6th Street
Lincoln, CA 95648

Notices by email to Tenant's Lease Administration Department will be effective on the first calendar day it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail may be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the First Amendment Effective Date.

"**LICENSOR**"

City of Lincoln, a municipal corporation

By: _____

Print Name:_____

Its: _____

Date:_____

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____

Its:_____

Date: _____

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Market: Northern California
Cell Site Number: CVL02485
Cell Site Name: McBean Park
Search Ring Name: CVL02485_SR
Fixed Asset Number: 15549738

OPTION AND TOWER STRUCTURE LICENSE AGREEMENT

THIS OPTION AND TOWER STRUCTURE LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Lincoln, a municipal corporation, having a mailing address of 600 6th St, Lincoln, CA 95648 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

BACKGROUND

Licensor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1,** improved with a tower structure (the "**Tower**"), together with all rights and privileges arising in connection therewith, having a common street address of 61 McBean Park Dr, City of Lincoln, in the County of Placer, State of California 95648 [APN:008-330-001-000,008-330-002-000,008-180-004-000,008-220-009-000] (collectively, the "**Property**"). Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LICENSE.

(a) Licensor hereby grants to Licensee an option (the "**Option**") to license a portion of the Property consisting of:

(i) Approximately four hundred twenty (420) square feet of ground space, as described on attached **Exhibit 1,** for the placement of Licensee's equipment (the "**Ground Space**");

(ii) The portion of the Tower selected by Licensee and dedicated for Licensee's exclusive use, and consisting of an envelope of ten (10) contiguous vertical feet of space within which any portion of Licensee's communication equipment and improvements might be located, operated or maintained (the "**Primary RAD Space**"). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 10-foot vertical envelope and any portion of vertical space on the Tower on which Licensee's communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Licensee may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Licensee's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to Licensor's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(iii) Those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Licensee, such as Licensee's utility providers) are located between the Ground Space or Incremental Ground Space, and the Primary RAD Space or any Additional RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Licensor agrees that Licensee shall have the right to install connections between Licensee's equipment in the Ground Space and Primary RAD Space; and between Licensee's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Licensor further agrees that Licensee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-

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way to the Premises. The Ground Space, Primary RAD Space, and Connection Space, are hereinafter collectively referred to as the **"Premises."**

(b) During the Option period and any extension thereof, and during the term of this Agreement, Licensee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Licensee, are necessary in Licensee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee will not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. Licensee will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty or other causes beyond Licensee's control excepted.

(c) In consideration of Licensor granting Licensee the Option, Licensee agrees to pay Licensor the sum of One Thousand and No/100 Dollars ($1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Licensee for an additional one (1) year upon written notification to Licensor and the payment of an additional One Thousand and No/100 Dollars ($1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Licensee without the written consent of Licensor. Upon notification to Licensor of such sale, assignment or transfer, Licensee shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Licensee may exercise the Option by notifying Licensor in writing. If Licensee exercises the Option, then Licensor licenses the Premises to the Licensee subject to the terms and conditions of this Agreement. If Licensee does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Licensor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Licensor's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Licensor shall immediately notify Licensee in writing. Licensor agrees that during the Option Term, or during the Term if the Option is exercised, Licensor shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Licensee from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. <u>PERMITTED USE.</u>

(a) Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**" or "**Communication Facilities**"), as well as the right to test, survey and review title on the Property; Licensee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the

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"**Permitted Use**"). Licensor and Licensee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Licensee's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Licensor grants Licensee, its licensees and sublicensees, the right to use such portions of the Licensor's Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Licensee's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Licensee's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Licensee's expense. Licensee may install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term, with approval by Licensor, which such approval shall not be unreasonably withheld, delayed or conditioned. Licensee may also be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Licensor agrees that Licensee may use and occupy additional space on the Tower at any additional RAD center(s) (each, an "**Additional RAD**," and the additional space that Licensee uses or occupies, the "**Additional RAD Space**") upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Licensee's confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Tower on which the incremental equipment is located, operated, or maintained.

3. TERM.

(a) The initial license term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**." Notwithstanding anything to the contrary contained in this Agreement, neither the licenses granted to Licensee in this Agreement nor this Agreement are revocable at will, and may only be terminated in accordance with the terms specified in this Agreement.

4. RENT.

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(a) Commencing on the first day of the month following the date that Licensee commences construction (the "**Rent Commencement Date**"), Licensee will pay Licensor on or before the fifth (5th) day of each calendar month in advance, Three Thousand and No/100 Dollars ($3,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Licensee to Licensor within ninety (90) days after the Rent Commencement Date.

(b) In the event that Licensee uses or occupies an Additional RAD, Rent shall be increased by Two Hundred Fifty and No/100 Dollars ($250.00) per month per each Additional RAD (the "**Additional RAD Rent**"). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Three Percent (3%) over the Rent paid during the previous year.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all Government Approvals. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

(b) Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods.

(b) by Licensee upon written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Licensee, upon written notice to Licensor, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Licensee upon written notice to Licensor for any reason or no reason, at any time prior to commencement of construction by Licensee; or

(e) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensee under any termination provision contained in any other section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

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7. INSURANCE. Licensee shall carry and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the leased premises. The cost of such insurance shall be borne by the Licensee.

(a) **SCOPE AND LIMIT OF INSURANCE**. Coverage shall be as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits of $2,000,000 per occurrence and $4,000,000 general aggregate.

(ii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of $1,000,000 per accident for bodily injury or disease and policy limit. (This applies to lessees with employees).

(iii) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Licensee self-insures this risk.

(b) **OTHER INSURANCE PROVISIONS**. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The Licensor, its officers, officials and employees are to be included as additional insureds by endorsement on the CGL policy with respect to liability caused, in whole or in part, by work or operations performed by or on behalf of the Licensee in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(ii) Primary Coverage. For any claims related to this contract, the Licensee's insurance CGL coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 as respects the Licensor, its officers, officials and employees. Any insurance or self-insurance maintained by the Licensor, its officers, officials and employees shall be excess of the Licensee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies if required to meet the required limits.

(iii) Umbrella or Excess Policy. The Licensee may use any combination of Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, primary and non-contributory, additional insured and defense requirements.

(iv) Notice of Cancellation. Licensee will provide a least thirty (30) days written notice to Licensor of cancellation of any required coverage that is not replaced.

(v) Waiver of Subrogation. To the extent permitted by law, Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to carry any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer, except for Licensee's self-insured property coverage where Licensee shall include Licensor as joint loss payee in lieu of waiver of subrogation and such status as joint loss payee shall void the requirement for waiver of subrogation for Licensee's self-insured property coverage.

(vi) Self-Insured Retentions. Any and all SIRs shall be the sole responsibility of Licensee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

(vii) Acceptability of Insurers. Insurance is to be placed with insurers eligible to conduct business in the state with a current A.M. Best's rating of no less than A-:VII.

(viii) Verification of Coverage. Licensee shall furnish the Licensor with certificates of insurance and amendatory endorsements of coverage required by this clause. However, failure to carry the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them.

(ix) Special Risks or Circumstances. Licensor reserves the right, but not more frequent than once every five (5) years and upon at least sixty (60) days written notice to Licensee, to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances,

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of comparable buildings in the vicinity of the building are generally requiring Licensees leasing space comparable in size to the Licensed Premises and in such comparable buildings to maintain higher levels of coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Licensor has provided or will provide Licensee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Licensee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Licensor will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Licensor will not, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned cure period, Licensor shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, invitees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees, invitees, agents or independent contractors, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Licensee and Licensor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

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(b) Licensor represents, warrants and agrees that: (i) Licensor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Licensor; (iv) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Licensor will provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Licensor represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Licensor and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Licensor during the Term. Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Licensee.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

12. ACCESS. At all times throughout the Term of this Agreement, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Licensor grants to Licensee such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access. Licensor shall execute a letter granting

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Licensee Access to the Property substantially in the form attached as **Exhibit 12**; upon Licensee's request, Licensor shall execute additional letters during the Term. If Licensee elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Licensee under this Agreement or at law or equity, Licensor shall pay Licensee, as liquidated damages and not as a penalty, $500.00 per day in consideration of Licensee's damages until Licensor cures such default. Licensor and Licensee agree that Licensee's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during or after the Term. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during or after the Term. Licensee will repair any damage to the Property resulting from Licensee's removal activities. Any portions of the Communication Facility that Licensee does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Licensee's operations at the Premises shall be deemed abandoned and owned by Licensor. Licensee will also be responsible for the replacement of any trees, shrubs or other vegetation substantially damaged as a result of Licensee's removal activities.

14. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Licensor will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Licensor will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Licensee as a condition of this Agreement or any required permit. Licensor shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Licensor allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Licensor shall at all times during the Term of this Agreement reserve and have ready for Licensee's immediate use sufficient structural loading capacity on the Tower to support Licensee's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90º) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Licensor shall be responsible for the costs of all structural modifications to the Tower; provided that Licensee shall be responsible for the costs of all structural modifications to the Tower required to provide the Allowed Wind Load Surface Area for the Communication Facility, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Licensee will pay Licensor for the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications

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to comply with the Structural Standards, Licensee may, in its sole discretion, pay Licensor either (i) the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement. In no event shall Licensee be responsible for Tower modification costs to support the installations of other licensees or for the Tower to comply with applicable law so long as Licensee's installation is within the Allowed Wind Load Surface Area.

(c) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to sub-meter from Licensor. When sub-metering is required under this Agreement, Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensee shall reimburse Licensor for such utility usage at the same rate charged to Licensor by the utility service provider. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to such address and/or agent designated by Licensee. Licensee will remit payment within sixty (60) days of receipt of the usage data and required forms. Licensor shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Licensee's reimbursement obligations hereunder. Within fifteen (15) days after a request from Licensee, Licensor shall provide copies of such utility billing records to the Licensee in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Licensee, Licensee shall have the right to deduct the amount of such overpayment from any monies due to Licensor from Licensee.

(d) As noted in Section 4(d) above, any utility fee recovery by Licensor is limited to a twelve (12) month period. If Licensee sub-meters electricity from Licensor, Licensor agrees to give Licensee at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor.

(e) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor shall grant to any service company providing utility or similar services, including electric power and telecommunications, the necessary access rights over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon service company's request, Licensor will execute a separate recordable easement evidencing this grant, at no cost to Licensee or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, then Licensor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Licensor's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist

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if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Licensee will have the right to assign, sell or transfer ("**Transfer**") its interest under this Agreement, in whole or in part, without Licensor's consent, only to: (i) an Affiliate of Licensee, or (ii) any entity that acquires all or substantially all of Licensee's assets in the market, as defined by the Federal Communications Commission, in which the Property is located. Upon notification to Licensor of such Transfer, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such Transfer. Licensee will also have the right to sublease or license the Premises, in whole or in part, without Licensor's consent, **only** to an Affiliate of Licensee. Licensee shall not otherwise have the right to Transfer this Agreement, or sublease or license the Premises, without Licensor's prior written consent.

(b) Upon Licensor's approval of Licensee's request to sublease or license any portion of Licensee's Premises to a third party (other than to an Affiliate of Licensee) (each such non-Affiliate third party, a "**Subsequent User**"), then Licensee shall include a condition in its sublicense, license or other use agreement with each Subsequent User, that the Subsequent User must enter into a separate lease, license or other agreement with Licensor for separate ground space on the Property and/or Tower space. Licensor and Licensee confirm that the foregoing obligation shall not apply to any sublicense, license or other use agreement between Licensee and any Affiliate of Licensee. For the avoidance of doubt, Licensor shall be entitled to all rent or fees derived from Licensor's separate leasing or licensing of ground space and Tower space to a Subsequent User, and Licensee shall be entitled to all rent or fees derived from Licensee's subleasing or licensing its space within its Premises. Licensor covenants and agrees that it shall make such additional ground and/or Tower space available to each Subsequent User to the extent that space is reasonably available and otherwise on terms and conditions reasonably comparable to those contained in this Agreement. Licensor and Licensee agree to cooperate with each other in good faith to effectively and efficiently carry out the provisions of this section regarding the potential for sublicensing or licensing of space to Subsequent Users. Any sublicense or license that is entered into by Licensee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Licensee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CVL02485; Cell Site Name: McBean Park (**CA**)
Fixed Asset #: 15549738
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CVL02485; Cell Site Name: McBean Park (**CA**)
Fixed Asset #: 15549738
208 S. Akard Street
Dallas, TX 75202-4206

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If to Licensor: City of Lincoln
Parks and Recreation Dept.
600 6th St.
Lincoln, CA 95648

With a copy to: City of Lincoln
City Attorney's Office
600 6th St.
Lincoln, CA 95648

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Licensee will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Licensor will provide notice to Licensee of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Licensor determines not to rebuild or restore the Property, Licensor will notify Licensee of such determination within sixty (60) days after the casualty or other harm. If Licensor does not so notify Licensee and Licensee decides not to terminate under this Section 19, then Licensor will promptly rebuild or restore any portion of the Property interfering with or required for Licensee's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Licensor agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Licensee places temporary transmission and reception facilities on the Property.

20. WAIVER OF LICENSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent.

21. TAXES.

(a) Licensor shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Licensor including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp,

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gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Licensor. Licensee shall be responsible for (y) any taxes and assessments attributable to and levied upon Licensee's leasehold improvements on the Premises if and as set forth in this Section 21, and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Licensee. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor.

(b) In the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's leasehold improvements on the Premises, Licensor shall provide Licensee with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Licensor does not provide such notice or notices to Licensee in a timely manner and Licensee's rights with respect to such taxes are prejudiced by the delay, Licensor shall reimburse Licensee for any increased costs directly resulting from the delay and Licensor shall be responsible for payment of the tax or assessment set forth in the notice, and Licensor shall not have the right to reimbursement of such amount from Licensee. If Licensor provides a notice of assessment to Licensee within such time period and requests reimbursement from Licensee as set forth below, then Licensee shall reimburse Licensor for the tax or assessments identified on the notice of assessment on Licensee's leasehold improvements, which has been paid by Licensor. If Licensor seeks reimbursement from Licensee, Licensor shall, no later than thirty (30) days after Licensor's payment of the taxes or assessments for the assessed tax year, provide Licensee with written notice including evidence that Licensor has timely paid same, and Licensor shall provide to Licensee any other documentation reasonably requested by Licensee to allow Licensee to evaluate the payment and to reimburse Licensor.

(c) For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensor, Licensee, or both, with respect to the valuation of the Premises. Licensor shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee. In the event Licensee notifies Licensor by the due date for assessment of Licensee's intent to contest the assessment, Licensor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Licensee shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Licensor.

(e) Licensee shall have the right but not the obligation to pay any taxes due by Licensor hereunder if Licensor fails to timely do so, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises its rights under this Section 21(e) due to such Licensor default, Licensee shall have the right to deduct such tax amounts paid from any monies due to Licensor from Licensee as provided in Section 15(b) of this Agreement, provided that Licensee may exercise such right without having provided to Licensor notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17. Promptly after the Effective Date, Licensor shall provide Licensee's address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee. In the event that Licensee's tax address changes by notice to Licensor, Licensor shall be required to provide Licensee's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Licensee shall have no obligation to reimburse any tax or assessment for which the Licensor is reimbursed or rebated by a third party.

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22. SALE OF PROPERTY.

(a) Licensor may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Licensor's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Licensee or any sublicensee, any obligation of Licensor under this Agreement, including Licensor's obligation to cooperate with Licensee as provided hereunder.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this Section 22(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9 and CA FTB Form 590
vi. Completed and Signed Licensee Payment Direction Form
vii. Full contact information for new Licensor including phone number(s)

(c) Licensor agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Licensee's Permitted Use or communications equipment as determined by radio propagation tests performed by Licensee in its sole discretion. Licensor or Licensor's prospective purchaser shall reimburse Licensee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee, Licensor shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Intentionally deleted.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of License.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of License substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of License at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

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(d) **Compliance with Law**. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's use of the Communication Facility on the Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/FTB 590.** As a condition precedent to payment, Licensor agrees to provide Licensee with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address. A copy of the IRS Form W-9 and CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys'

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fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Licensor, Licensee and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Licensor and/or Licensee, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"**LICENSOR**"

City of Lincoln, a municipal corporation

DocuSigned by:

By: Sean Scully
9EA1058A3D60483...

Print Name: Sean Scully

Its: City Manager

Date: 9/9/2024

"**LICENSEE**"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

Signed by:

By: Vani Muller
2FA953AD04E54DB...

Print Name: Vani Muller

Its: Area Manager

Date: 9/10/2024

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EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

to the Option and Tower Structure License Agreement dated 9/10/2024, 2024, by and between City of Lincoln, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

Licensor's Property of which the Premises are a part is described as follows:

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes, fifteen feet in width, the centerline of which is described as follows: Beginning at a point which bears North 89°31'41" East 7.50 feet from the Northeast corner of the above described lease area; thence from said point of beginning South 00°28'19" East 64.83 feet; thence South 74°21'59" East 66.45 feet; thence South 271.59 feet; thence South 48°36'15" West 96.79 feet; thence West 551.2 feet more or less to the public right of way commonly known as "D" Street.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at Point "A" as previously defined and running thence South 12°31'05" West 45.0 feet more or less to the existing transformer.

Also together with a non-exclusive easement for access and utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 00°28'19" East 3.90 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 17°17'39" West 8.83 feet; thence West 177.63 feet; thence North 11.1 feet more or less to the proposed stadium light pole/tower location; thence up, over and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

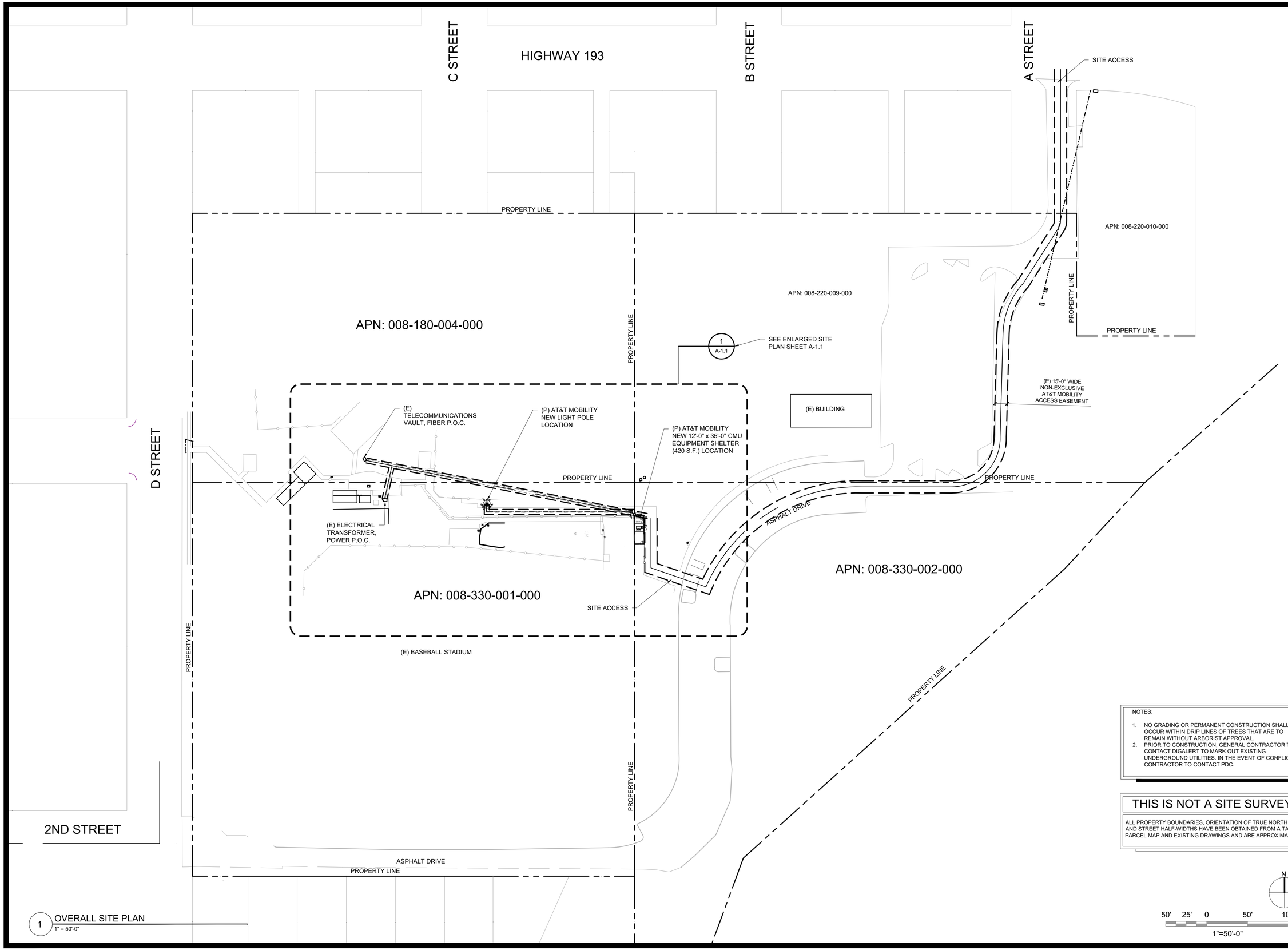
The Premises are described and/or depicted as follows:

AT&T Site Plans Dated September 3,2024, Prepared by Norman Scheel Structural Engineer, and Consisting of Four (4) Pages, Appears on Following Pages]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY .
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4



1 OVERALL SITE PLAN
1" = 50'-0"

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648
FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	**CVL02485**
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

THIS IS NOT A SITE SURVEY

ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND EXISTING DRAWINGS AND ARE APPROXIMATE.

Designer / Engineer:

Norman Scheel Structural Engineer

1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer

5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

OVERALL SITE PLAN

Sheet Number:

A-1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

NOTES:

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APN: 008-180-004-000

PROPERTY LINE

(E) BUILDING

(E) TELECOMMUNICATIONS VAULT, FIBER P.O.C.

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

SECTOR A AZIMUTH 0°

(E) BUILDING

(E) BUILDING

(E) BUILDING

(P) AT&T MOBILITY NEW LIGHT POLE LOCATION

PROPERTY LINE

PROPERTY LINE

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

1 A-2 SEE ENLARGED EQUIPMENT PLAN SHEET A-2

(P) AT&T MOBILITY NEW 12'-0" x 35'-0" CMU EQUIPMENT SHELTER (420 S.F.) LOCATION

(E) ELECTRICAL TRANSFORMER, POWER P.O.C.

1 A-3 SEE ENLARGED ANTENNA PLAN SHEET A-3

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

(P) 15'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY ACCESS EASEMENT

SECTOR B AZIMUTH 240°

SECTOR C AZIMUTH 120°

ASPHALT

SITE ACCESS

ASPHALT DRIVE

APN: 008-330-001-000

APN: 008-330-002-000

(E) BASEBALL STADIUM

PROPERTY LINE

20' 10' 0 20' 40'

1"=20'-0"

N

1 ENLARGED SITE PLAN
1" = 20'-0"

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648

FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
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605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	CVL02485
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

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Designer / Engineer:

Norman Scheel Structural Engineer

1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer

5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

ENLARGED SITE PLAN

Sheet Number:

A-1.1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

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BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

Geil Engineering
Engineering * Surveying * Planning
1226 High Street
Auburn, California 95603–5015
Phone: (530) 885–0426 * Fax: (530) 823–1309

A.T. & T. Mobility

Project Name: CVL02485 / McBean Park

Project Site Location: D Street
Lincoln, CA 95648
Placer County

Date of Observation: 08–21–24

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

Type of Antenna Mount: Stadium Pole Replacement

Coordinates (Tower) (NAD83)
Latitude: N 38° 53' 20.44" N 38.889011°
Longitude: W 121° 17' 15.40" W 121.287611°

ELEVATION of Ground at Structure (NAVD88) 169.5' AMSL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1–A Standards as defined in the FAA ASAC Information Sheet 91:003, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil California RCE 14803

DATE OF SURVEY: 08–21–24

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, RCE 14803

LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM. ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.

N.G.V.D. 1929 CORRECTION: SUBTRACT 2.35' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: 1'

ASSESSOR'S PARCEL NUMBER: 008–330–001–000 &
008–330–002–000 &
008–330–004–000

LANDLORD(S): CITY OF LINCOLN
600 6TH STREET
LINCOLN, CA 95648

Lease Area Description

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

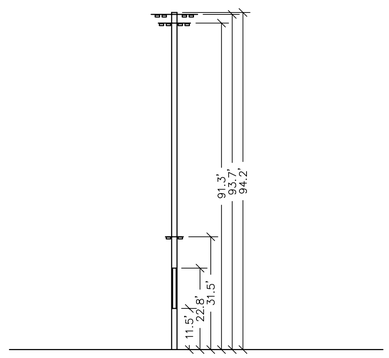
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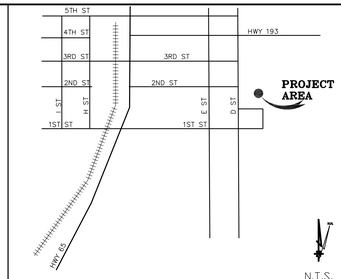
Also together with a non–exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

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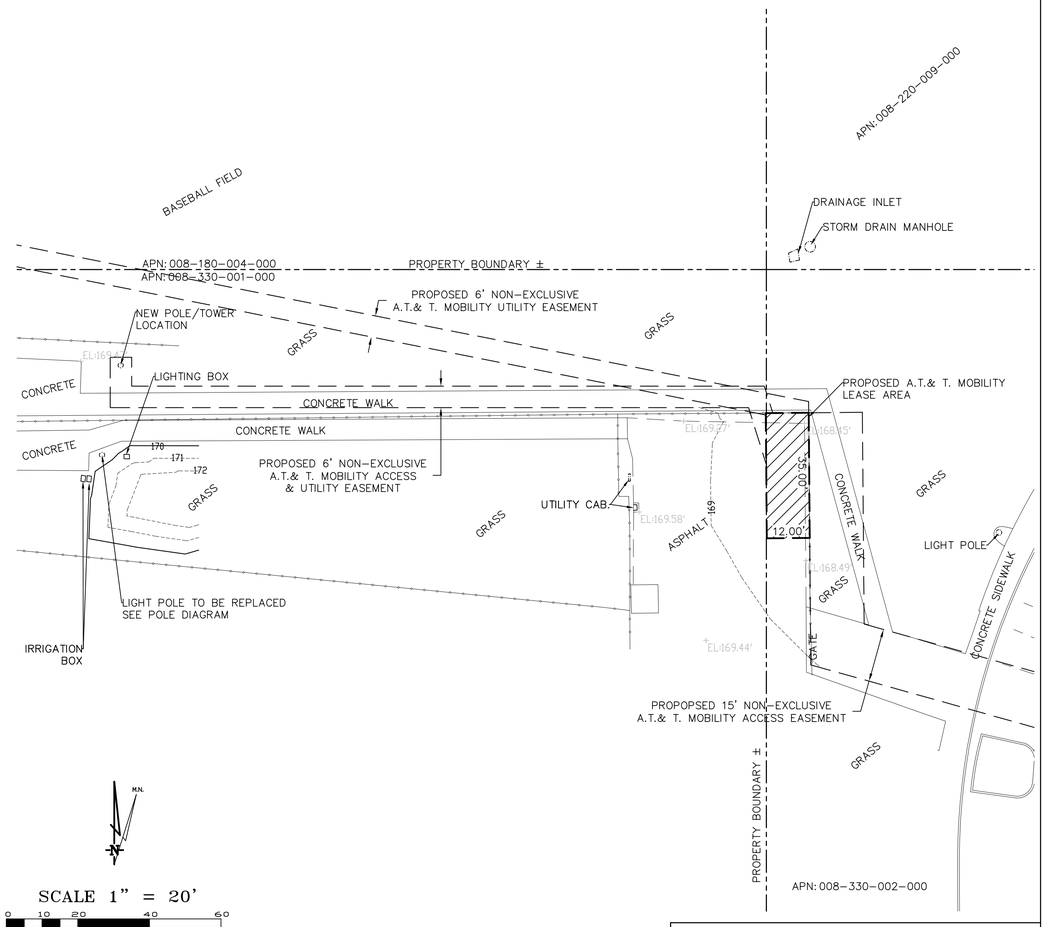
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POLE DIAGRAM



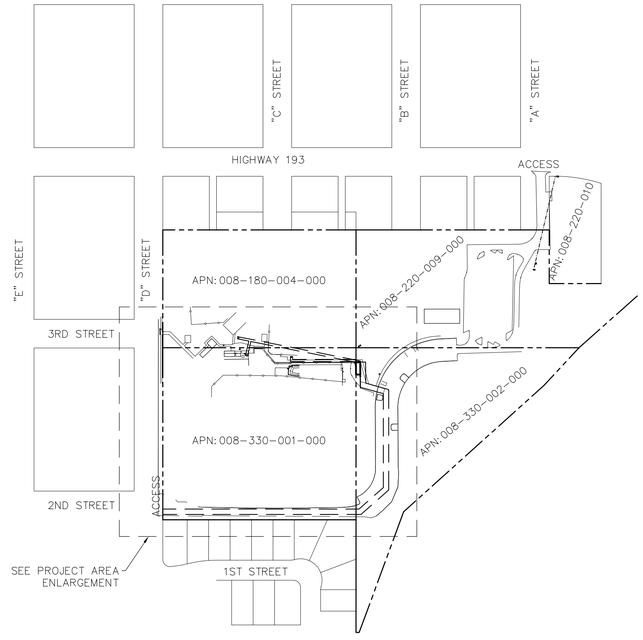
LINCOLN, CA VICINITY MAP



SCALE 1" = 20'

0 10 20 40 60

LEASE AREA ENLARGEMENT



SCALE 1" = 200'

OVERALL PROJECT AREA

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\VN		
OPS		
FE\OUT		

Surveyor
GEIL ENGINEERING
ENGINEERING * SURVEYING * PLANNING
1226 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885–0426
Fax: (530) 823–1309

at&t MOBILITY

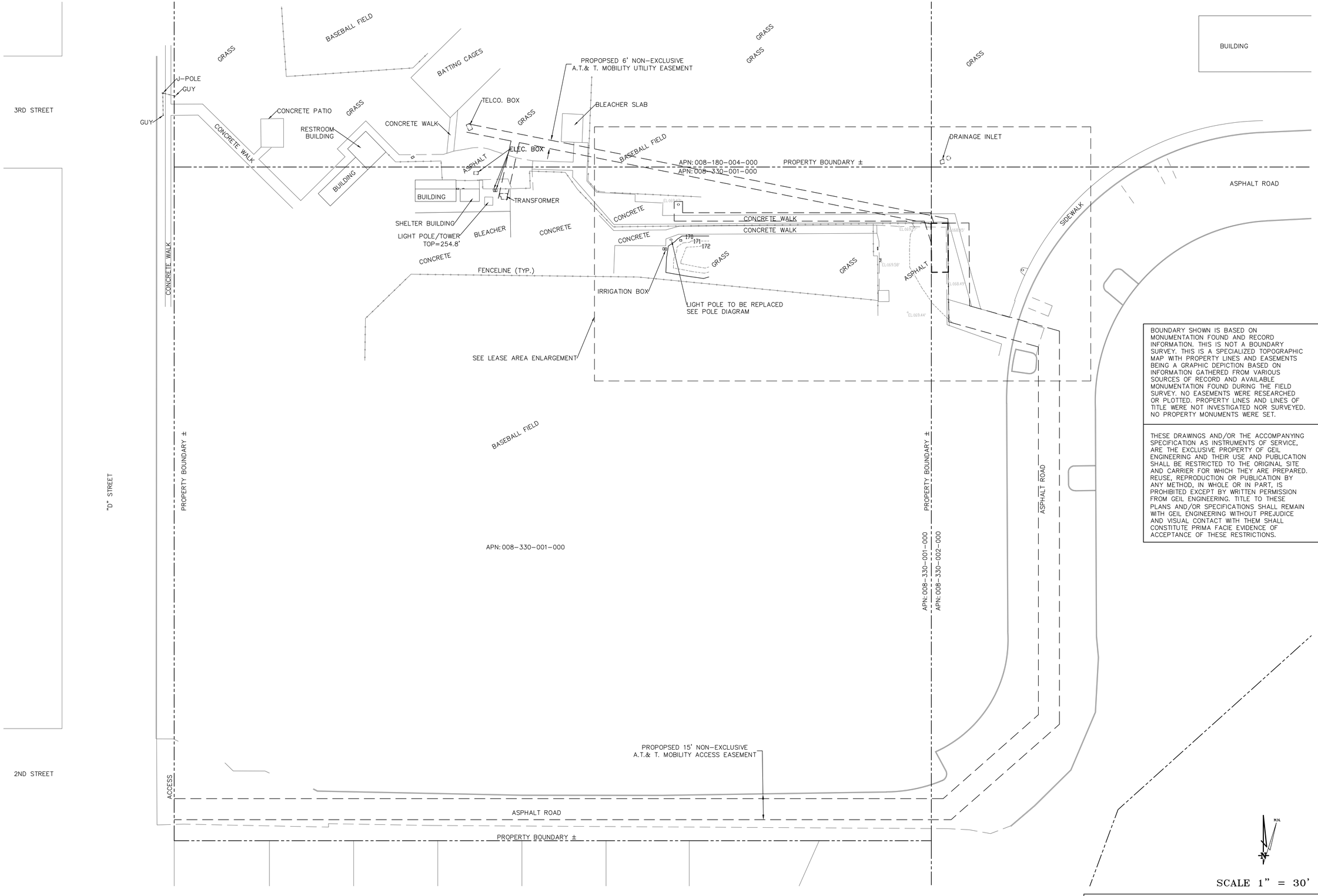
CVL02485
McBEAN PARK
D STREET
LINCOLN, CA 95648

PLOT PLAN AND
SITE TOPOGRAPHY

REVISIONS			
REV	08–22–24 N. ROHDE	DRAWING SUBMITTAL	
REV	08–26–24 N. ROHDE	LEASE AREA ADDED	
REV			
REV			
REV			
REV			

Sheet
C–1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4



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SCALE 1" = 30'

PROJECT AREA ENLARGEMENT

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\IN		
OPS		
FE\OUT		

Surveyor
GEIL ENGINEERING
ENGINEERING • SURVEYING • PLANNING
1228 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885-0426
Fax: (530) 823-1309

at&t MOBILITY

CVL02485
McBEAN PARK
D STREET
LINCOLN, CA 95648

PLOT PLAN AND
SITE TOPOGRAPHY

Sheet
C-2

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Licensor represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

None.

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

{This Letter Goes On Licensor's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Licensor, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a license with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the license grant [ ] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the licensed area.

To avoid impact on telephone service during the day, [ ] representatives may be seeking access to the property outside of normal business hours. [ ] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to licensed area. Thank you for your assistance.

_____
Licensor Signature

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 24(b)

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

Recording Requested By
& When Recorded Return To:

New Cingular Wireless PCS, LLC
Attn: –Network Real Estate Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

APN's: 008-330-001-000,008-330-002-000, 008-180-004-000,008-220-009-000

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CVL02485
Search Ring Name: CVL02485_SR
Cell Site Name: McBean Park
Fixed Asset No.: 15549738
State: California
County: Placer

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2024, by and between City of Lincoln, a municipal corporation, having its principal office at 600 6th St, Lincoln, CA 95648 (hereinafter called "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

1. Licensor and Licensee entered into a certain Option and Tower Structure License Agreement ("**Agreement**") on the ___ day of_____, 2024, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial license term will be five (5) years commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being licensed to Licensee and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

LICENSOR:

City of Lincoln, a municipal corporation

By: _____

Name: _____

Its: City Manager

Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT TWO PAGES]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

LICENSOR ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

LICENSEE ACKNOWLEDGMENT

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State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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Signature _____ **(Seal)**

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 1 TO MEMORANDUM OF LICENSE

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All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes, fifteen feet in width, the centerline of which is described as follows: Beginning at a point which bears North 89°31'41" East 7.50 feet from the Northeast corner of the above described lease area; thence from said point of beginning South 00°28'19" East 64.83 feet; thence South 74°21'59" East 66.45 feet; thence South 271.59 feet; thence South 48°36'15" West 96.79 feet; thence West 551.2 feet more or less to the public right of way commonly known as "D" Street.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at Point "A" as previously defined and running thence South 12°31'05" West 45.0 feet more or less to the existing transformer.

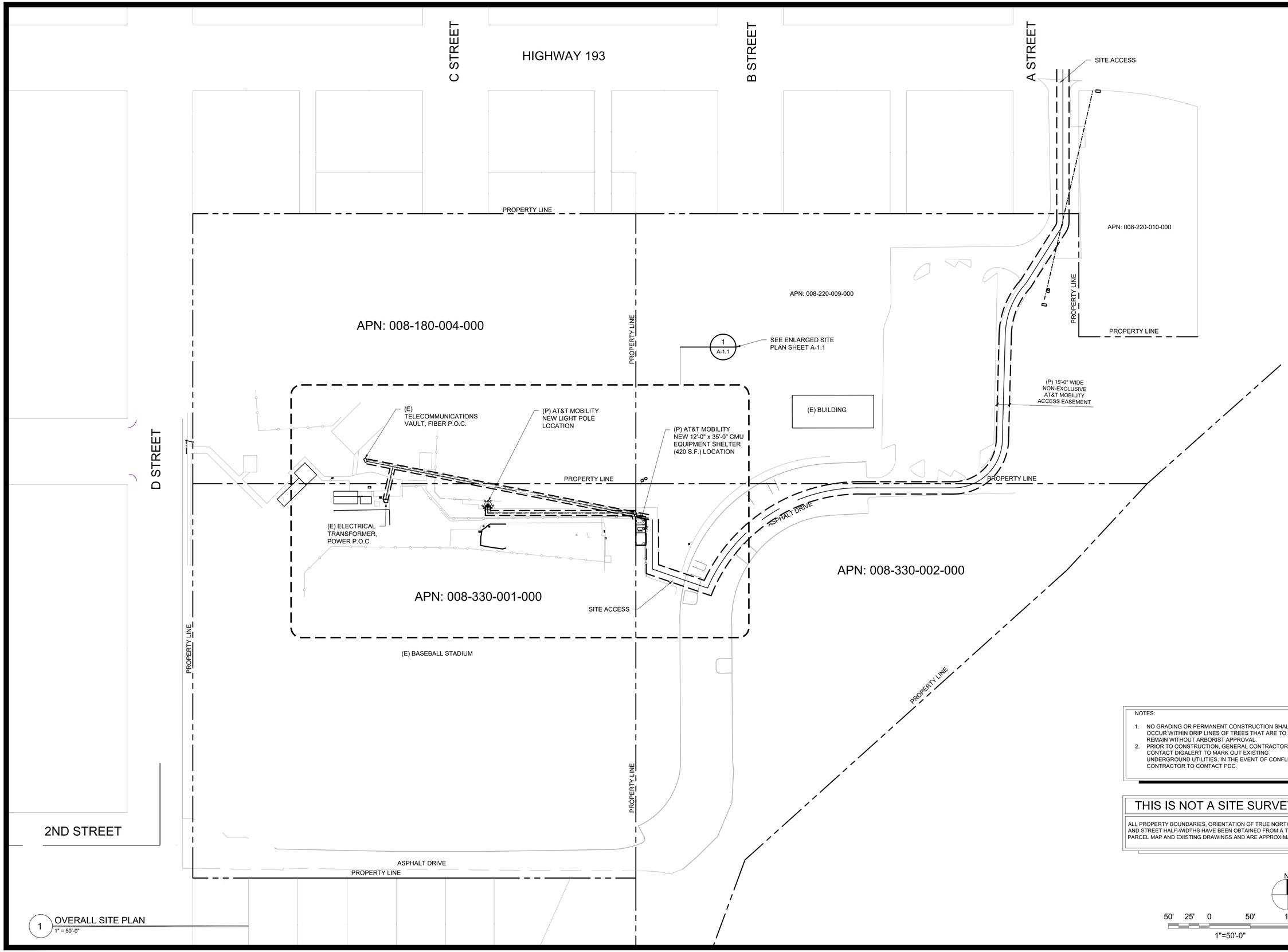
Also together with a non-exclusive easement for access and utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 00°28'19" East 3.90 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 17°17'39" West 8.83 feet; thence West 177.63 feet; thence North 11.1 feet more or less to the proposed stadium light pole/tower location; thence up, over and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Placer County Appears on Following Page]

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NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

THIS IS NOT A SITE SURVEY

ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND EXISTING DRAWINGS AND ARE APPROXIMATE.

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648
FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	**CVL02485**
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

Designer / Engineer:

Norman Scheel Structural Engineer
1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer
5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

OVERALL SITE PLAN

Sheet Number:

A-1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 24(k)

IRS FORM W-9 & CA FTB FORM 590

[IRS FORM W-9 (REVISED OCTOBER 2018) & 2022 CA FTB FORM 590
APPEAR ON FOLLOWING TWO (2) PAGES]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

TAXABLE YEAR

CALIFORNIA FORM

2022 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.) | State | ZIP code

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ▶ _____ Date _____

7061223 Form 590 2021

STAFF REPORT

Item Number 13.D

SUBJECT: Waive Full Reading and Adopt by Title Only an Ordinance Amending the Village 7 General Development Plan and Village 5 General Development Plan for the Village 7B Amendments Project. (Mikaela Noble)

SUBMITTED BY: Mikaela Noble

DEPARTMENT: Community Development

DATE: August 11, 2026

STAFF RECOMMENDATION:
Staff recommends that the City Council determine that an Addendum to the certified Village 7 Specific Plan Environmental Impact Report (EIR) (State Clearinghouse #2005062001) and to the certified Village 5 Specific Plan EIR (SCH #2014052071) for the Village 7B Amendments Project was previously adopted by the City Council, and therefore, no additional environmental review is required; and waive second reading and adopt Ordinances approving an Amendment to the Village 7 General Development Plan and an Amendment to the Village 5 General Development Plan in association with the Village 7B Amendments Project.

BACKGROUND/INTRODUCTION:
On July 28, 2026, the City Council waived first reading and introduced by title only two ordinances approving an Amendment to the Village 7 General Development Plan and an Amendment to the Village 5 General Development Plan in association with the Village 7B Amendments Project. Along with this approval, the City Council adopted resolutions to do the following: certify the Addendum to the Village 7 Specific Plan EIR and Village 5 Specific Plan EIR; approve an Amendment to the Village 7 Specific Plan; approve an Amendment to the Village 5 Specific Plan; and authorize the submittal of an application to the Placer Local Area Formation Commission (LAFCo) to initiate annexation proceedings for a portion of the adopted Village 5 Specific Plan area and a portion of the adopted Village 7 Specific Plan area.

FINDINGS/ANALYSIS:
This second reading is necessary to enact the Ordinance.

ENVIRONMENTAL REVIEW:
No further environmental analysis is required because the Addendum to the certified Village 7 Specific Plan EIR (SCH #2005062001) and to the certified Village 5 Specific Plan EIR (SCH #2014052071) was previously approved and adopted by the City Council to be used in connection with each of the entitlements and subsequent approvals needed for the project consistent with other CEQA policies and requirements applicable to tiered EIRs, and the

action is further exempted by CEQA Guidelines Sections 15182 (Projects Pursuant to a Specific Plan) and 15183 (Projects Consistent with Zoning).

FISCAL IMPACT:
Adoption of these changes do not place a financial burden on the City.

ATTACHMENTS:
Attachment 1 Village 7 GDPA Ordinance.doc

Attachment 1 Village 7 GDPA Ordinance Exhibits.pdf

Attachment 2 Village 5 GDPA Ordinance.doc

Attachment 2 Village 5 GDPA Ordinance Exhibits.pdf

ORDINANCE XXXXB

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING AN AMENDMENT TO THE VILLAGE 7 GENERAL DEVELOPMENT PLAN IN ASSOCIATION WITH THE VILLAGE 7B AMENDMENTS PROJECT

WHEREAS, Title 18, Chapter 18.32 of the Lincoln Municipal Code provides for the review by the City of Lincoln City Council on all General Development Plans and amendments of General Development Plans; and

WHEREAS, on June 8, 2010, the Lincoln City Council adopted Resolution No. 2010-095, making findings concerning mitigation measures and alternatives, making a statement of overriding considerations, adopting a Mitigation Monitoring Plan, and certifying the Village 7 Specific Plan Final Environmental Impact Report ("Village 7 Final EIR") (SCH No. 2005062001) pursuant to the California Environmental Quality Act ("CEQA"); and

WHEREAS, on June 22, 2010, the City of Lincoln adopted Ordinance No. 847B approving the Village 7 Project General Development Plan; and

WHEREAS, amendments to the adopted Village 7 General Development Plan have been proposed, including adjustments to the land use designations and unit counts; and

WHEREAS, on June 17, 2026, the Planning Commission of the City of Lincoln did hold a duly noticed public hearing and, following discussion and public testimony, voted to recommend City Council adopt the amended Village 7 General Development Plan; and

WHEREAS, on July 28, 2026, the City Council of the City of Lincoln, did hold a duly noticed public hearing and, following discussion and public testimony, voted to determine the Project would not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the EIR and adopt the proposed Village 7B Addendum and the updated Mitigation Monitoring Plans for the certified Village 7 Final EIR (SCH No. 2005062001) and the Village 5 Final EIR (SCH No. 2014052071); and

WHEREAS, pursuant to Section 18.92.040 of the Lincoln Municipal Code and Government Code Section 65854(b)(2), a notice of the time and place of the City Council's hearing, including a general explanation of the proposed amendment to the Village 7 General Development Plan was published in a newspaper of general circulation at least twenty calendar days before the hearing, and, in addition to notice by publication pursuant to Government Code Section 65854, the City Council provided mailed notice to neighboring property owners and each of the local agencies responsible for essential facilities or services to the Plan Area in accordance with Government Code Section 65091; and

WHEREAS, on July 28, 2026, the City Council did hold a duly noticed public hearing and, following discussion and public testimony, voted to introduce and waive the first reading to adopt the amended Village 7 General Development Plan (provided in Exhibit B).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN does ordain as follows:

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that the Amendments to the Village 7 General Development Plan, substantially in the form attached hereto as Exhibit B and on file with the Community Development Director, relative to the Village 7B Amendments Project.

Section 2. **General Development Plan Findings.** The City Council finds and determines that:

a. The Amendments to the Village 7 General Development Plan are consistent with the March 2008 General Plan, as amended by Resolution No. 2012-197 and proposed Resolution No. 2013-022 (the "General Plan Amendment Resolution") and is also consistent with the proposed Village 7 Specific Plan (the "Specific Plan"), and proposed amendment thereto, because the General Development Plan with the proposed amendment ("Amended General Development Plan") establishes zoning districts and development standards for land uses which are allowed by the General Plan and Specific Plan land use designations and the policies for new residential, commercial and open space land uses which apply to the Village 7 property. Specifically, the Amended General Development Plan provides for low density residential, medium density residential and high density residential, mixed-use commercial, schools, parks and recreations and open space land use designations. The Amended General Development Plan provides a master development plan and specific development standards for residential and non-residential land uses within the Specific Plan area.

b. The Amended Village 7 General Development Plan is consistent with the General Plan because the zoning districts provide for the following land use districts which are allowed by the General Plan land use designations as Village Country Estates, Village Low Density Residential, Village Medium Density Residential, Village Medium-High Density Residential, Village High Density Residential, and Village Mixed Use commercial. Additionally, the Amended General Development Plan includes open space which is consistent with General Plan open space requirements.

c. The Amended Village 7 General Development Plan is consistent with the City's Zoning Ordinance because it has been prepared pursuant to and for implementation of the Village 7 Specific Plan Area to specify the uses, the locations of such uses, and the governing development standards and design guidelines for the development of a master planned community. The General Development Plan is also consistent with the City's Zoning Ordinance because it consists of a map and text showing all uses, intensity of land use as measured by units per acre and area coverage; major circulation and development phases.

d. The Amended Village 7 General Development Plan is consistent with the requirements of the Planned Development District zone of the City's Zoning Ordinance which governs the Village 7 Specific Plan Area because it has been designed to provide for a creative, more flexible and orderly approach to the use of land.

Section 3. The proposed Amendment to the Village 7 General Development Plan, attached hereto as Exhibit B and incorporated by this reference, is subject to the conditions set forth in Exhibit A, attached hereto and incorporated by this reference.

Section 4. Based on the findings set forth in this Ordinance, and the evidence in the Staff Report, the City Council hereby approves the Amendment to the Village 7 General Development Plan, attached hereto as Exhibit B, substantially in the form on file with the Community Development Director.

Section 5. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 6. Publication. Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of the Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of the Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the Ordinance. The publication of a summary of the Ordinance in lieu of the full text of the Ordinance is authorized only where the requirements of Government Code § 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on July 28, 2026, by the following vote:

AYES:	Councilmembers:	Andreatta, Brown, Eklund, Pearl, Reedy
NOES:	Councilmembers:	
ABSENT:	Councilmembers:	
ABSTAIN:	Councilmembers:	

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lincoln held on _____ day of _____, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Exhibits:

A. Conditions of Approval
B. Amended Village 7 General Development Plan

EXHIBIT A

The Amended Village 7 General Development Plan for the Village 7 Specific Plan is recommended for approval subject to the following conditions:

1. All property within the Amended Village 7 General Development Plan Area shall be subject to the applicable mitigation measures adopted as part of the Village 7B Addendum and the updated Mitigation Monitoring Plan for the certified Village 7 Specific Plan Project EIR (SCH No. 2005062001).
2. The General Development Plan provides for various design criteria related to the Village 7 Specific Plan development. In the event of any conflicts between the standards set forth in the General Development Plan and those adopted by the City in its Design Criteria & Procedures Manual (the "Public Improvement Standards"), the standards set forth in the General Development Plan as amended shall control, except in cases where there are no standards set forth in the General Development Plan, in which case the Public Improvement Standards will control.
3. Further entitlement applications and permits will be required for all parcels when a specific parcel is proposed for development. The applicant will be required to file a formal application for review and approval by the City for the specific parcel(s) in question. When considering the approval of any proposed entitlement requests, the City shall conduct its review consistent with the Amended General Development Plan and Public Improvement Standards.
4. The ability to proceed under any approvals, entitlements, or authorizations granted by this action are contingent upon a Development Agreement being executed with the City of Lincoln and Lincoln Land Holdings, LLC specifying the terms and conditions of financing public improvements, conditions of development and reimbursement matters. The City Council shall have complete discretion to approve the terms and conditions of the Development Agreement and will not be bound by any provisions adopted as part of this resolution. Where any conflict exists between these conditions of approval and the Development Agreement, the terms of the Development Agreement will control.
5. Future development entitlements within the Village 7B project site will be required to analyze the following intersections pursuant to the recommendations of the Village 7 Specific Plan Amendment Local Transportation Analysis: Ferrari Ranch Road/Caledon Circle (East) Courtyard Loop; Ferrari Ranch Road/Groveland Lane; Moore Road/Ferrari Ranch Road/Shallus Boulevard.

EXHIBIT B

The Amended Village 7 General Development Plan is approved subject to the attached exhibit – Village 7 General Development Plan.

VILLAGE 7
General Development Plan

Adopted June 8, 2010
Resolution No. 2010-097
Ordinance No. 847B

Amended January 10, 2017
Ordinance No. 927B

Amended: May 14, 2024
Ordinance No. 1079B
Addendum Certification. 2024-073

Amended: XX, XX, 2026~~5~~
Ordinance No. xxxx
Addendum Certification. 2026~~5~~-xxx

PROJECT CONTRIBUTORS:

Lewis Planned Communities
Master Developer

MacKay & Somps Civil Engineering, Inc.
Planning & Civil Engineering

Fuhrman Leamy Land Group
Landscape Architects & Planners

ECORP Consulting, Inc.
Environmental & Biological Resources

~~**PBS&J**~~
~~Specific Plan Preparation & Environmental Impact Report (2010 Adopted Version)~~

~~**The HLA Group**~~
~~Landscape Architects & Planners~~

~~**Wood Rodgers, Inc.**~~
~~Planning & Civil Engineering~~

~~**Fehr & Peers Associates**~~
~~Transportation Engineering~~

~~**ECORP Consulting, Inc.**~~

Environmental & Biological Resources

Bollard Acoustical Consultants, Inc.
Environmental Noise

Law Offices of Gregory D. Thatch
Legal Counsel

City of Lincoln
Community Development Department

VILLAGE 7
General Development Plan

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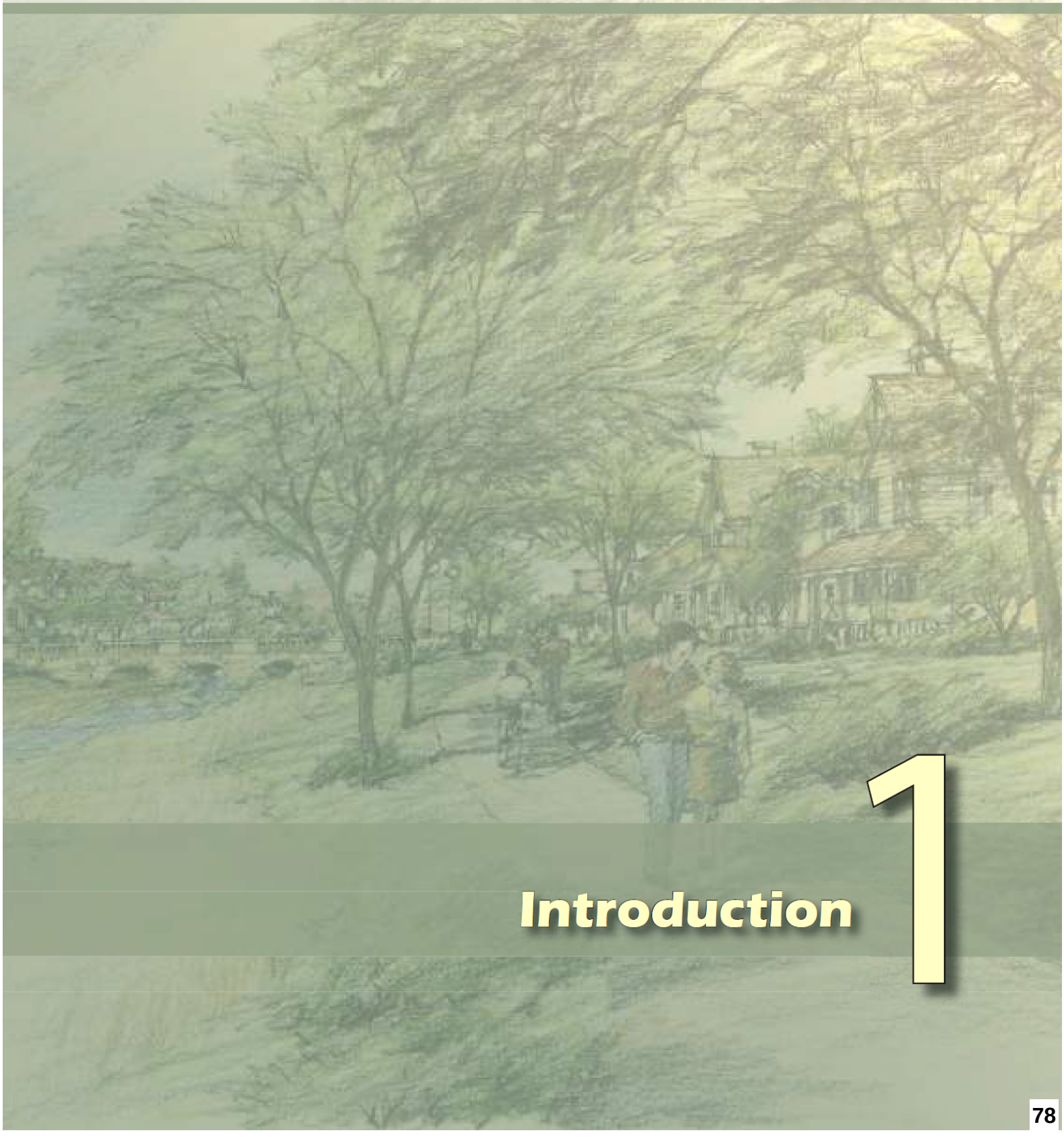
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VILLAGE 7
General Development Plan



1 Introduction

1.1 Purpose & Scope

The Village 7 General Development Plan (GDP) is a companion document to the Village 7 Specific Plan, providing the regulatory mechanisms to carry out the Specific Plan vision. The GDP is best characterized as an implementation tool for the Specific Plan, used by the City of Lincoln to process subsequent entitlements such as Subdivision Maps, Specific Development Plans, and Development Permits, (see Village 7 Specific Plan Section 9.8.4 and General Development Plan 8.5.4 Substantial Conformity for details).



The City of Lincoln's Zoning Ordinance requires that a General Development Plan be prepared for master-planned developments such as Village 7. Consistent with the Zoning Ordinance's requirements, this GDP contains the land use regulations, permitted uses, development standards, design guidelines, project review provisions, and all related regulations for residential and non-residential development. However, the GDP also works in conjunction with the Lincoln Zoning Ordinance.

Future development projects within Village 7 are required to comply with the applicable standards and guidelines adopted in the Village 7 GDP. However, where the GDP is silent, the City's adopted zoning regulations take precedence.

1.2 Regional Context

The Village 7 Specific Plan area is in the southwest area of the City of Lincoln in south Placer County. Lincoln is located on State Route 65 (SR 65), north of the Interstate 80 (I-80) urban corridor and the City of Roseville (see Figure 1-1, Regional Context).

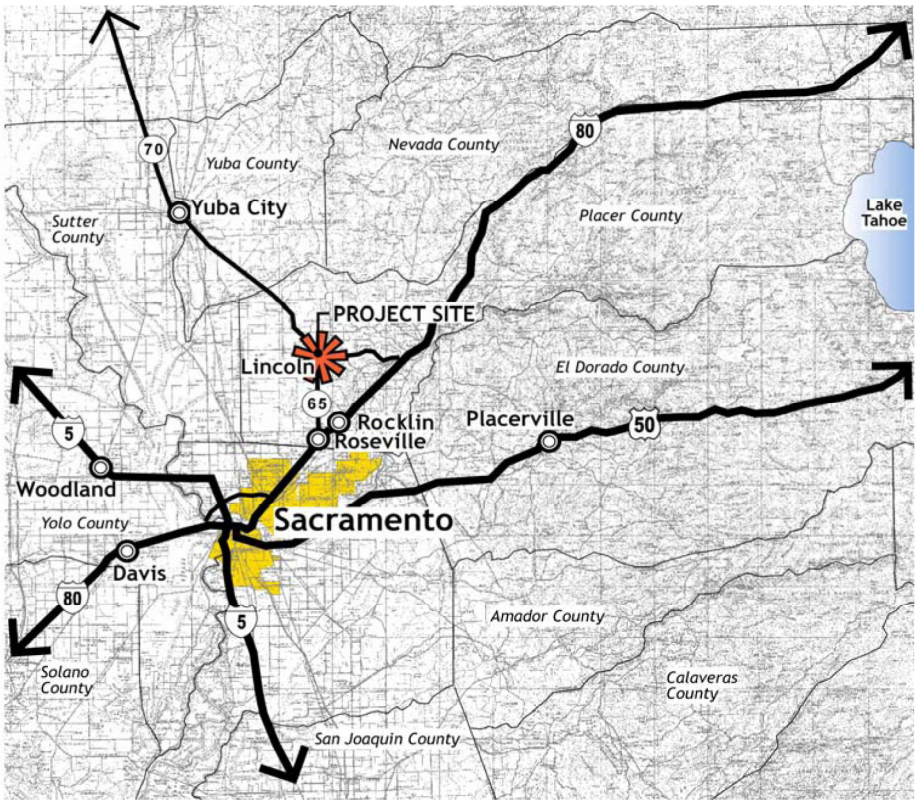


Figure 1-1: Regional Context

1.3 Entitlements Granted to Participating Planning Areas

As outlined in the Specific Plan, Village 7 is divided into four planning areas, which allows the various land ownerships to develop separately and under different timelines. The Village 7 GDP functions as a template for the types of regulations and guidelines that will ultimately apply to all planning areas in Village 7.

Upon initial adoption of this GDP, full land use and zoning entitlements were granted to the initial participating planning area within Village 7, (the Lewis Property planning area). As each of the remaining planning areas seek full development entitlements, this GDP will be updated and amended to include them. This approach is further outlined in Section 8, Implementation, and will ensure that this GDP's regulations are applied in a relatively consistent manner as Village 7 develops over time. In 202~~6~~5, a General Development Plan Amendment to include the ~~Sheiber~~Scheiber and Aitken R~~r~~anch II properties was sought and approved. The scope of this GDP applies only to the planning areas identified on Figure 1-2.

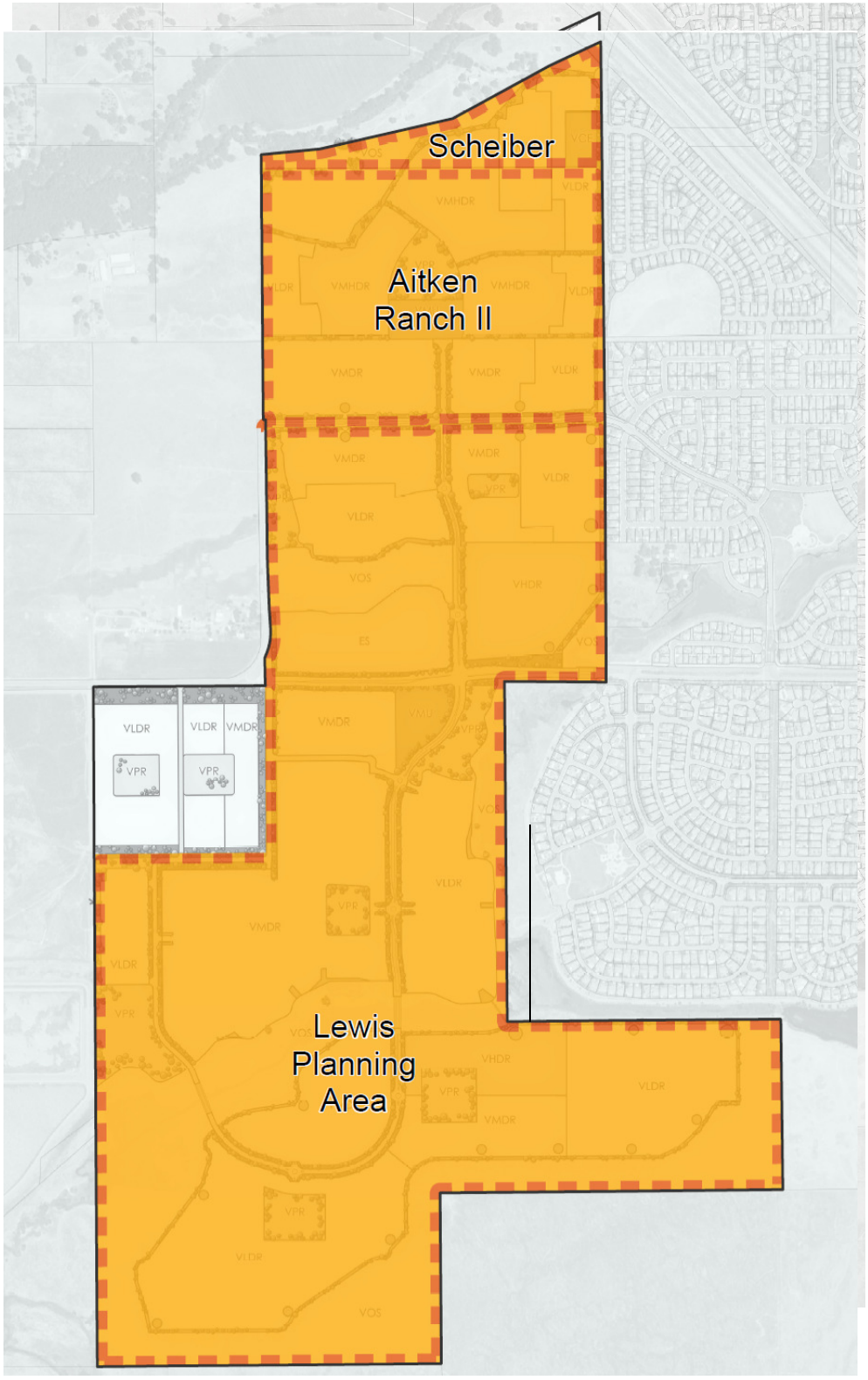


Figure 1-2: Participating Planning Areas Regulated by GDP

1.4 Document Organization

The Village 7 General Development Plan is organized into eight sections as follows.

Section 1 – Introduction: Provides an overview and purpose of the General Development Plan, including its relationship with the Village 7 Specific Plan and its function as an implementation tool.

Section 2 – Sustainable Development Practices: Outlines the various design elements intended to foster development of a sustainable community with 'green' building practices.

Section 3 – Land Use Regulatory Guide: Addresses the physical form of the built environment by providing principles, guidelines, and standards for the design of neighborhoods and mobility systems. This section also includes concept plans for park facilities and preservation guidelines for the open space network.

Section 4 – Permitted Uses and Development Standards: Outlines the permitted uses and development standards for all land use designations.

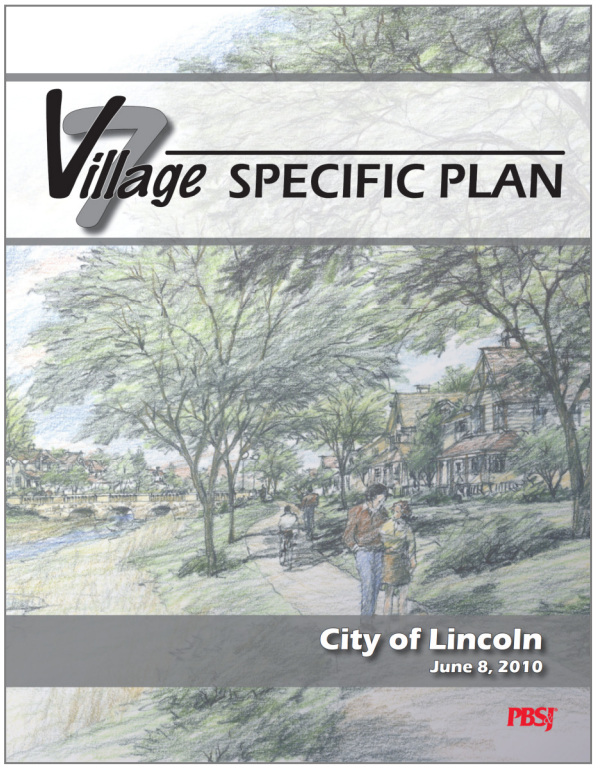
Section 5 – Residential Design Guidelines: Provides guidelines that will help direct home siting and orientation, residential design elements, and architectural style characteristics for the design of homes on all residential parcels.

Section 6 – Commercial Design Guidelines: Outlines the site and architectural design guidelines for the development of commercial buildings on non-residential parcels.

Section 7 – Landscape Design Guidelines: Addresses the physical design of the public realm, with design guidelines for community theming elements, signage, walls and fences, street lighting, landscaping, and plant materials.

Section 8 – Implementation: Describes the entitlement process for future development projects, including a Phasing Plan for backbone infrastructure systems.

1.5 Relation to Specific Plan



The Village 7 General Development Plan (GDP) is an implementation tool for the Village 7 Specific Plan. The contents of this document are aligned with the requirements set forth in Section 9.4 of the Village 7 Specific Plan, as previously described in Section 1.3 of this GDP (above).

As an extension of the Specific Plan, both documents are intended to work in tandem with one another. Where the Specific Plan provides the fundamental vision and development framework for the entire Village 7 Plan Area, the GDP takes this framework "to the next level." It provides specific regulations, standards, and guidelines appropriate to ensure that all development within Village 7 is consistent with the Specific Plan's vision, design principles, and development framework.

1.6 Zoning Standards Applied

Ultimately, all property within the Village 7 Specific Plan area will have a Planned Development (PD) zoning designation, as defined by Section 18.32 of the Lincoln Zoning Ordinance. The intent of the City's PD District is "to encourage and provide for a creative and more flexible approach to the use of land; to maximize the choices of types of living environments available to people in the city; and to encourage more efficient allocation and maintenance of privately controlled common open space through the redistribution of overall densities where such a rearrangement is desirable and feasible" (Zoning Ordinance Section 18.32.010).

As outlined in Section 7, Implementation, the PD zoning designation is applied to each planning area individually, upon City approval of full development entitlements. The PD zoning designation anticipates that the typical zoning regulations will be established in the GDP and it allows flexibility in creating standards for setbacks, lot area and width, lot coverage, and other provisions. Further, as provided in Section

18.32.020, the PD district allows "various uses to be combined…provided that combinations of uses results in a balanced and stable environment." To that end, this GDP builds upon the City's Zoning Ordinance and provides a comprehensive set of development regulations.

While the various sections of this GDP should be implemented in a coordinated manner, Section 3 (Permitted Uses and Development Standards) outlines Village 7's essential zoning regulations.



VILLAGE 7
General Development Plan

2 Sustainable Development Practices

2.1 Introduction

Village 7 employs several design elements intended to foster development of a sustainable community with green building practices. Key sustainability components are noted below.

2.1.1 Community Design

As a master-planned community, Village 7's initial design concepts emphasized sustainability by using land in an efficient manner, preserving open space, and conserving natural resources. As described in the Specific Plan, an underlying premise that heavily influenced Village 7's community form was "working with the land to create community." This approach resulted in organizing land uses, locating roadways, designing utility systems, and preserving open space in a sustainable manner that respects the land's assets and long-term, natural functions. In addition, the community's design establishes a framework for creating livable neighborhoods, with a mixture of housing types, recreational amenities, and gathering places that will enhance the community's long-term value.

2.1.2 Plan Implementation

To build upon the sustainable community design framework, Village 7 incorporates 'green' building elements that are to be implemented through the construction stages of development. These practices include requirements for buildings to be energy efficient, to utilize less resources during construction, and to have a durable, high-quality design.

The intent is to implement a whole-systems approach, from community design to building construction, that will result in a sustainable community with long-term benefits for the environment. Several elements are addressed in the whole-systems approach, which are heavily reliant on one another, as follows.

1. Land Use and Community Design
2. Mobility
3. Air Quality
4. Energy Efficiency
5. Indoor Air Quality
6. Resource Conservation through Construction
7. Water Conservation
8. Stormwater Treatment

This section outlines how each of the elements above are incorporated as part of Village 7's community design and/or plan implementation to create a sustainable community.

2.2 Land Use and Community Design – Working with the Land to Create Community

The pattern of land uses, location of roadways, and preservation of open space resulted in a community design that emphasized sustainability and integrated the built environment with the natural landscape. For Village 7's development areas, the intent is to create complete neighborhoods that are livable and safe for residents of all demographics. In this context, sustainable development means utilizing compact, mixed, and higher-development intensities that use land more efficiently, making forms of mobility such as walking and bicycling more convenient. This in turn, reduces pollution, automobile dependence, and the expenditure of energy and other resources. Sustainable design is a common theme that is reflected throughout the Village 7 Specific Plan and General Development Plan. The various components of this approach are summarized below.

1. Creating neighborhoods with a mix of housing types and affordability.
2. Including a node or central gathering spot that gives each neighborhood identity.
3. Providing services such as schools, parks, and retail that serve residents throughout Village 7.
4. Creating a system of "green infrastructure" consisting of parks, open space preserves, and other park-like linkages.
5. Protect environmental resources by preserving wetlands such as creeks, ponds, vernal pools, and other seasonal wetlands, and by preserving annual grasslands, oak woodlands, wildlife corridors that provide habitat for rare and endangered species.
6. Incorporating design elements that respond to climatic demands and conserves natural resources. (See Resource Conservation and Water Conservation sections.)
7. Planting streetscapes with trees that will mature to have an extensive tree canopy to provide shade, which is augmented by attractive landscaping.
8. Planning for an interconnected street network within and between neighborhoods. (See Mobility section.)
9. Utilizing LED technology for street lighting and traffic signalization.
10. Creating a network of pedestrian, bicycle, and roadway facilities that are connected to adjacent neighborhoods and commercial centers. (See Mobility section.)

2.3 Mobility

The mobility system is heavily linked to the community design component described above, as Village 7's land use and roadway systems were designed in tandem with one another. Village 7's mobility elements address significantly more than roadways however, as the intent is to facilitate other forms of travel through the community. It focuses on creating a comprehensive and multi-modal transportation system that offers multiple choices with multi-use paths, class 1 trails, roadways, and NEV routes. By reducing and/or eliminating barriers that might otherwise "force" automobile usage, walking and bicycling become more viable forms of mobility, which reduces air pollution and greenhouse gas emissions. The approach for Village 7's mobility system is to create "complete" streets that include facilities and designs for all users. The elements of this approach are highlighted below:

1. Providing an integrated network of streets within and between neighborhoods.
2. Creating a balanced mobility system that accommodates all forms of mobility, including walking, cycling, transit, and driving.
3. Designing streets that appropriately relate to their corresponding land uses.
4. Incorporating roundabouts or similar features as a means to control automobile traffic, thereby enhancing walkability along streets and reducing air pollution/greenhouse gas emissions by reducing automobile idling at intersections.
5. Supporting the use of Neighborhood Electric Vehicles (NEVs).
6. Providing continuous pedestrian and bicycling facilities that are safe to use and accessible throughout Village 7, which allow for travel free of major impediments or obstacles.
7. Including street trees with tall and wide canopies that shade sidewalks and street surfaces.
8. Incorporating measures into street design that minimizes stormwater runoff. (See Stormwater Treatment section.)

2.4 Air Quality

A sustainable design approach to community design also has improved effects on air quality. This is reflected in Village 7 through the following measures:

1. Creating mobility systems that facilitate walking and bicycling in lieu of driving and designing streets that control traffic in a manner that shortens automobile idle time at intersections, which reduces automobile emissions.
2. Providing routes for zero emission and low-emission vehicles (such as NEVs).
3. Requiring that homes use non-wood-burning stoves and fireplaces.

2.5 Energy Efficiency

Building construction in Village 7 will promote the latest technologies in energy efficiency, which will reduce reliance on non-renewable natural resources, such as electricity and natural gas. The most significant component of reducing plan-wide energy usage can be realized through measures incorporated in home design. A menu of these items is outlined below and will be implemented in whole or in part, to enhance energy efficiency throughout Village 7.

1. Designing buildings to maximize seasonal solar access for heating and cooling, by orienting buildings and windows for proper exposure to the sun, creating overhangs on south-facing windows, and including deciduous trees on the southern and western building edges.
2. Using construction materials, such has insulation and double-paned windows, that require buildings to use less energy for heating and cooling.
3. Incorporating elements of a building's internal "infrastructure" that reduce energy usage, such as zoned and/or high-efficiency HVAC systems, programmable thermostats, tankless water heaters, or solar power.
4. Requiring installed appliances and lighting to be energy efficient by utilizing high efficiency home appliances (such as those that are Energy Star rated) and compact fluorescent lighting.

2.6 Indoor Air Quality

Proper indoor air quality is a component of environmental sustainability that can be accomplished through "green" building practices. The measures outlined below are intended to improve indoor air quality to create safe and healthy homes, which increase their long-term livability.

1. Using paints, wood finishes, and adhesives that emit no or a low amount of volatile organic compounds (VOCs), reducing the amount and type of chemicals that affect indoor air quality.
2. Including measures that keep a home well-ventilated and prevent occurrence of biological contaminants (such as mold) that can deteriorate indoor air quality, such as mechanical ventilation systems, bath fans, and range hoods that vent to the outside.
3. Requiring use of sealed-combustion furnaces/water heaters.
4. Requiring that homes use non-wood-burning stoves/fireplaces.

2.7 Resource Conservation through Construction

Conservation of building construction materials is another "green" building practice included in Village 7's whole-systems approach to environmental sustainability. Several measures are outlined below that address construction techniques and use of building materials, which will be implemented in whole or in part to conserve resources used for production of building materials.

1. Applying advanced framing techniques that reduce lumber requirements for a home or building.
2. Using engineered lumber and wood products that help protect old growth forests.
3. Utilizing durable products that require less frequent replacement, such as roofing materials with a 40 or 50-year warranty.
4. Using building products that are comprised of recycled materials, such as decking, tiles, or carpet, or renewable products, such as cork, bamboo, or natural fiber carpet.
5. Reducing the amount of solid waste generated during building construction by recycling, composting, and separating waste, thereby reducing construction waste disposed of at landfills

2.8 Water Conservation

Village 7 provides for the efficient and smart use of water resources, which is a significant component of plan-wide environmental sustainability. For Village 7, water conservation is realized through both community and building design. Offsets for potable water usage can be achieved by utilizing recycled water for irrigation and by incorporating "green" building practices. The following menu of items are intended to be implemented to maximize water conservation to the extent feasible and practicable.

1. Irrigating landscape parkways, medians, linear parkways, and parks with recycled water, thereby reducing the reliance on potable water and decreasing release of treated wastewater into drainage corridors.
2. Using landscape materials that are drought-tolerant and/or require less water when established.
3. Reducing the amount of turf used in residential yard areas, thereby decreasing the reliance on potable water sources for irrigation.
4. Using "smart" irrigation controllers throughout the community, which restrict irrigation to only the times and water application rates that are necessary to maintain landscaping.
5. Incorporating re-circulating hot water systems or similar technologies in the design of homes, which will provide nearly instantaneous hot water at any hot water faucet and reduce water waste.
6. Requiring use of low-flush toilets and water fixtures that have lower flow rates in buildings.

2.9 Stormwater Treatment

Village 7's community design establishes a strong framework for stormwater management, providing for both storage and treatment of stormwater within the community. As outlined in the Specific Plan and General Development Plan, several measures are incorporated that will reduce stormwater runoff, as well as remove contaminants from stormwater before it enters creeks or natural drainage ways. This type of stormwater treatment is best described in two categories: Low Impact Development standards (LIDs) and End of Pipe Treatment Control. These stormwater treatment measures are outlined below, which are intended to work in tandem with one another to treat stormwater runoff generated by development before entering adjacent receiving waters.

2.9.1 Low Impact Development Standards

A variety of Low Impact Development elements (LIDs) may be implemented in Village 7 to achieve a reduction in stormwater runoff. The selection and use of these elements may vary by development project, depending on the runoff reduction sought. The various LID options may include, but are not limited to, the following:

1. Using disconnected roof drains that allow stormwater to filter through landscaping before entering the stormwater system.
2. Creating landscaped areas that separate pavement from stormwater collection systems.
3. Incorporating bio-filtration facilities such as grassy swales.
4. Providing stormwater detention basins.
5. Using pervious surfaces that allows stormwater to infiltrate the ground versus run off.
6. Incorporating buffers from streams, which provide opportunities for stormwater filtration prior to entering the receiving waters.

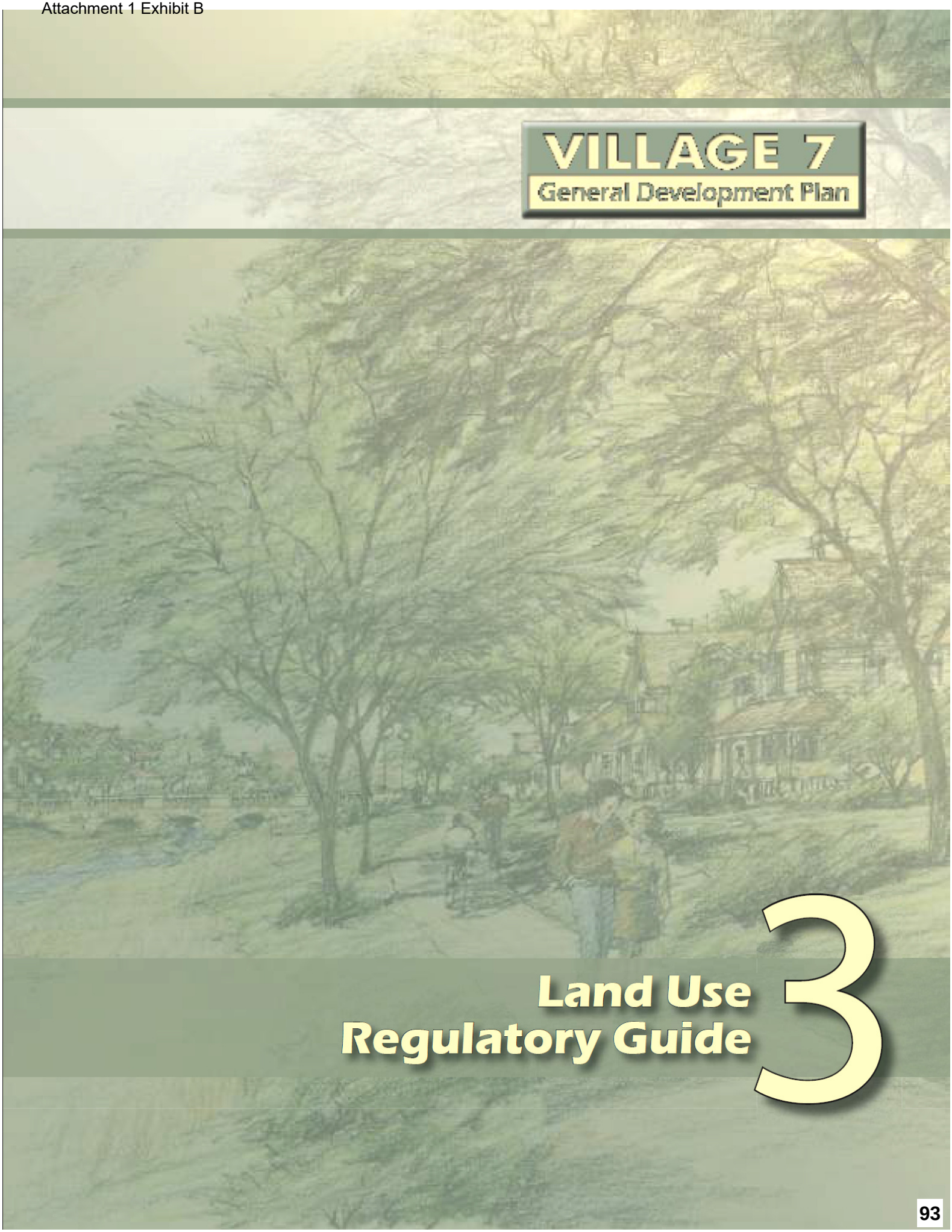
Village 7 LID standards will be in compliance with local and statewide Phase 2 MS4 storm water general permit requirements.

2.9.2 End of Pipe Treatment

In addition to the implementation of the above referenced LID measures, Village 7's storm drainage system is designed to provide additional protection of the natural environment and receiving waters by providing end of pipe treatment techniques. These measures provide a final stormwater filtering prior to runoff being sent to the receiving waters in the adjacent drainages. End of pipe treatment controls can include the following:

1. Installing "fossil filter" (oil/water separators) or equivalent petroleum absorbing insert assemblies.
2. Using trash screen vaults.

The final selection of stormwater treatment controls may vary depending on site-specific factors associated with the development projects in each neighborhood, addressing factors necessary to provide appropriate treatment prior to release into adjacent drainages.



VILLAGE 7
General Development Plan

Land Use Regulatory Guide 3

In 2026, a new residential land use category, VMHDR, was introduced to Plan that allows a density range of 6-18 du/ac. This wide range is intentional to allow for flexibility in market demand for housing. Refer to Table 3-1 Zoning Summary and Figure 3-1 Zoning for more detail. Refer also to the Lincoln Village 7 Specific Plan for additional information.

3.1 Overview

3.1.1 Purpose of Regulatory Guide

The primary function of the Land Use Regulatory Guide is to direct the physical form of development in Village 7. An important distinction of this section is that it focuses on the built environment, not uses and standards. It contains guiding principles to direct the community's design in a three-dimensional manner, addressing development patterns, street networks, pedestrian/bicycle linkages, block and lot design, and home orientation. The framework established in the section is further guided by the development standards in Section 4 and the residential, commercial, and landscape design guidelines in Sections 5, 6, and 7. The intent is that the overarching vision for Village 7 can be achieved through the proper application of this Regulatory Guide and associated standards and guidelines. Because the GDP's various sections are so closely integrated, it is critical that they be applied in close coordination with one another.

GDP Zoning		Acreage	Units
Residential			
VCE	Village Country Estate	4	11
VLDR	Village Low Density Residential	148.6	883
VMDR	Village Medium Density Residential	155.2	1334
VMHDR	Village Medium High Density Residential	41.1	740
VHDR	Village High Density Residential	31.4	575
	Subtotal	**380.3**	**3543**
Commercial			
VMU	Village Mixed Use Commercial	8.9	
	Subtotal	**8.9**	
Open Space and Parks			
VOS	Open Space Preserve	155.3	
VOS	Linear Parkway	21.3	
VOS	Major Paseos	18.6	
VPR	Park & Recreation	37.1	
	Subtotal	**232.3**	
Public			
ES	Elementary School	16.6	
ROW	Major Roadways	25.5	
	Subtotal	**42.1**	
TOTAL		**663.6**	**3543**

NOTES:

1. Data shown hereon is based on the Village 7 Specific Plan Land Use Plan Table 4-2.
2. The table excludes the Remainder Planning Area.
3. The K-8 school site includes 8.0 acres of creditable Quimby Parkland that is not included in the total VPR acreage.
4. The allocated parkland is based on the estimated number of residential units for each density category, which may or may not be achieved. Minor land use plan amendments will be processed in the future to increase or decrease identified parks to adjust for any shortfall or surplus park land acres as future residential tentative subdivision maps and/or site development plans are approved. This will ensure the Plan meets the City of Lincoln parkland dedication requirement which is based on actual residential units provided.

3.1.2 Zoning for Regulatory Guide

As noted in Section 1.2, full land use and zoning entitlements for this GDP are granted to participating properties in Village 7 (see figure 1-2). While the Specific Plan provides a vision for all of Village 7's ultimate land uses, the regulatory guide in this section focuses on the geographic area of Village 7 that is subject to this GDP.

	Acreage	Units
	116.8	685
	129.3	1210
	29.6	575
total	**275.7**	**2470**
	4.9	
total	**4.9**	
s		
	136.3	
	21.7	
	3.9	
	44.5	
total	**206.4**	
	11.6	
	17.3	
total	**28.9**	
	515.9	**2470**

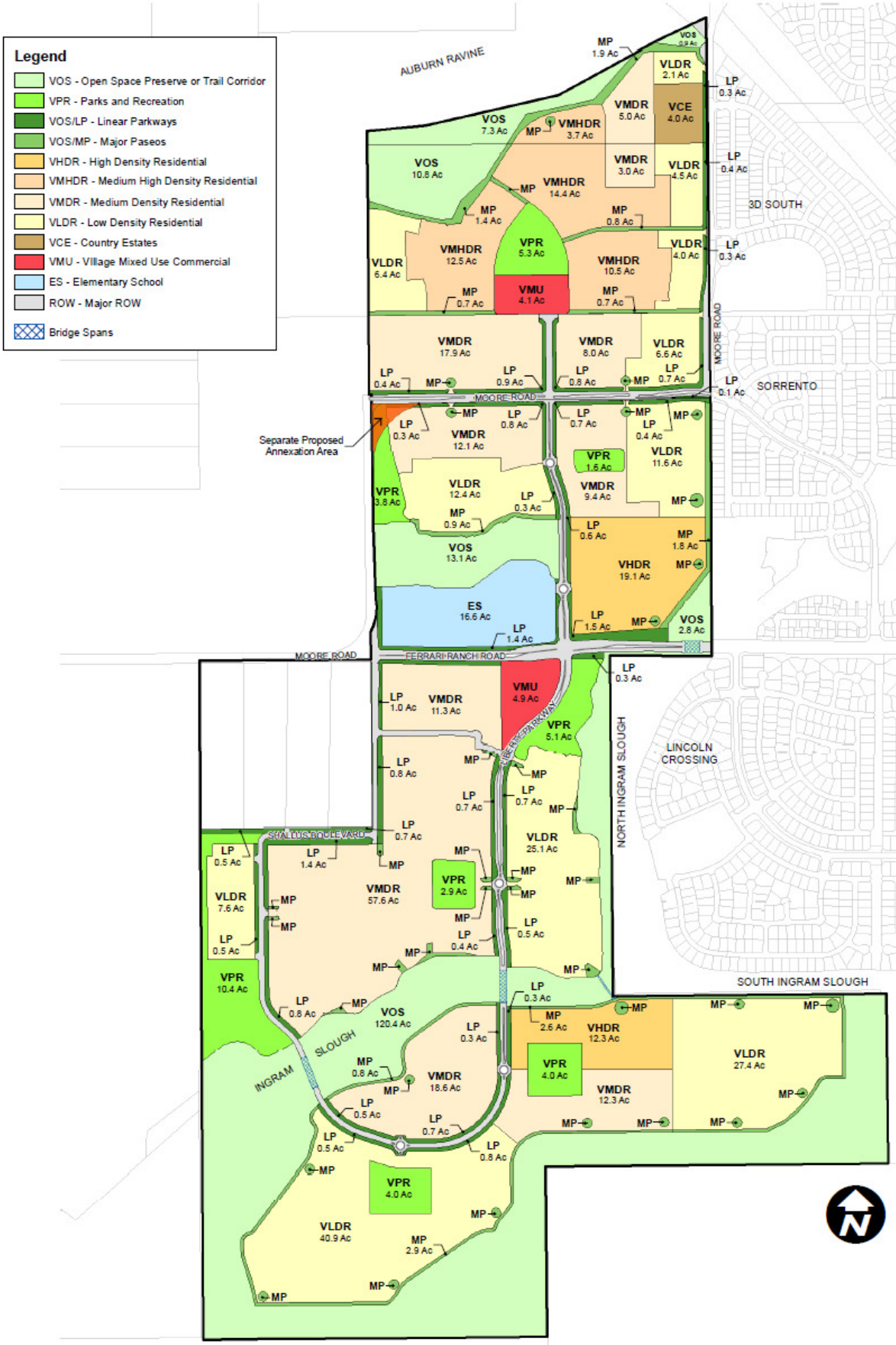
NOTES:

1. Data shown hereon is based on the Village 7 Land Use Plan Table 4-2.
2. The acreage includes the 514.6-acre Lewis Property and the 1.3-acre Moore Road Triangle.

Figure 3-1 illustrates the zoning established for the participating properties (consistent with Section 4, Land Use, of the Specific Plan), which is summarized in Table 3-1. It is from this land use plan that the regulatory guide

outlined in this section is derived.

Table 3-1: Zoning Summary for Participating Planning Area



~~Select residential areas in the Plan Area are designated VLDR and/or VMDR, with~~

~~a range in number of possible units. In these areas, VHDR is a permitted use. This flexibility is intentional, to allow for flexibility in market demand for housing. Refer to Table 3-1 Zoning Summary and Figure 3-1 Zoning for more detail. Refer also to the Lincoln Village 7 Specific Plan for additional information.~~

~~Table 3-1: Zoning Summary for Participating Planning Area~~

ning Area

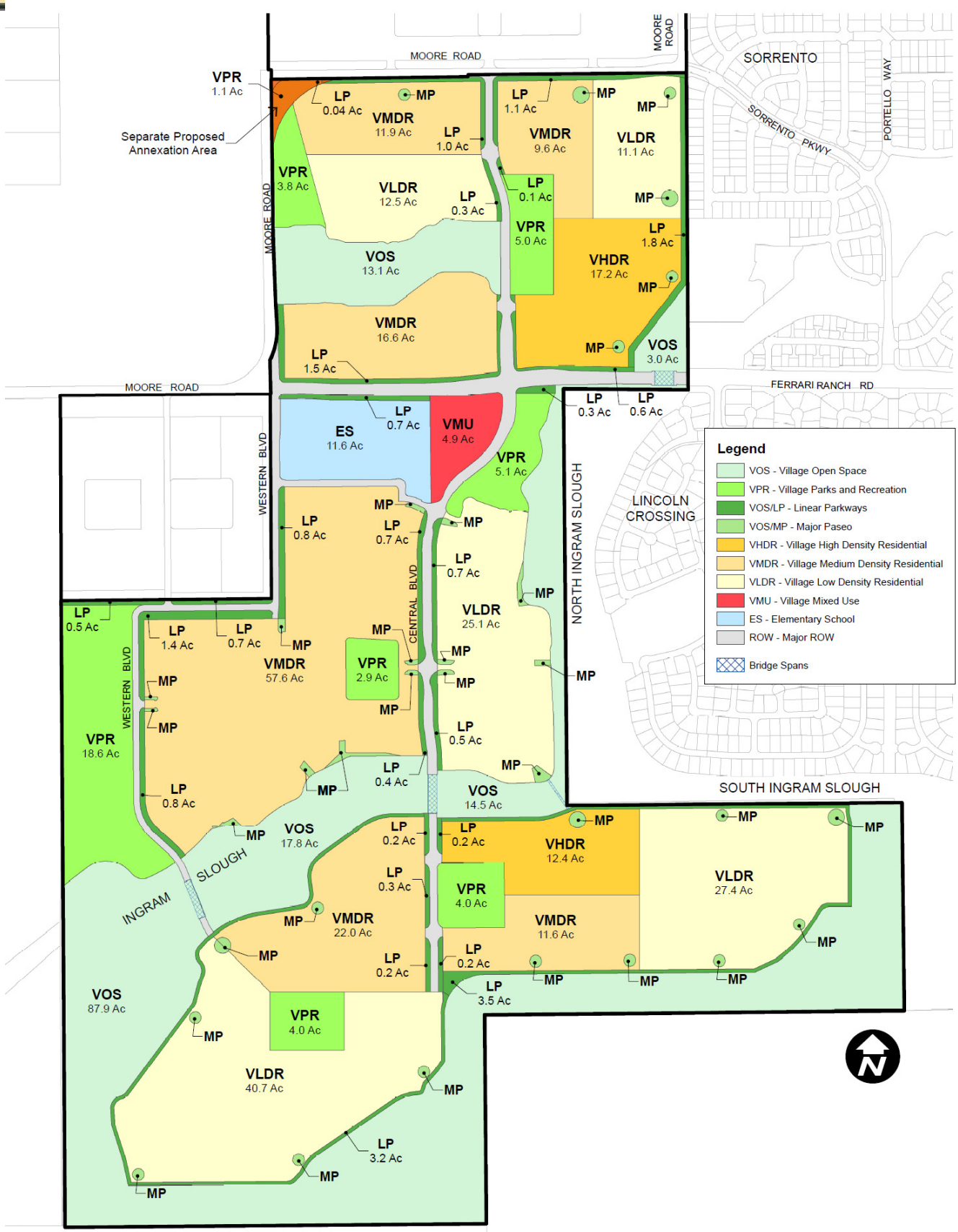


Figure 3-1: Zoning for the Participating Planning Area

3.1.3. Building on the Specific Plan Vision

The Specific Plan establishes an overarching vision for all development within Village 7, outlining the physical and visual elements that will characterize the new community. The basic premise of this vision is *"Working with the Land and Creating Community."*

The General Development Plan builds on this vision, taking the Specific Plan's high-level goals and principles to the next level by providing specific design guidance that will direct the physical form of the built environment.

The GDP illustrates the various residential neighborhoods that are to be created (see Figure 3-2) and provides design criteria to be followed in each neighborhood.

3.1.4. Organization of Regulatory Guide

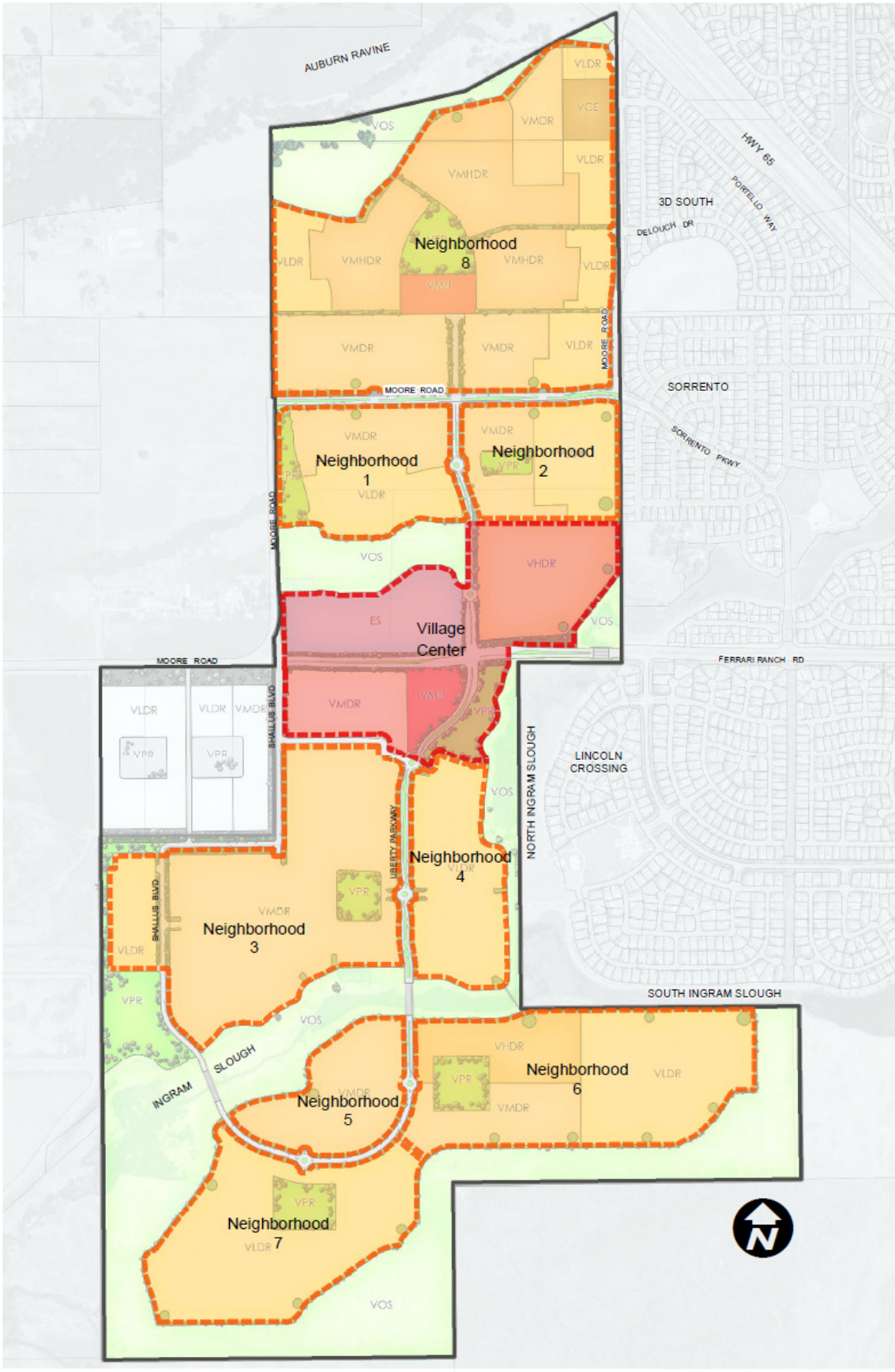
This section is organized into two key components.

Community Design Elements

This includes high-level plans and guiding principles for the Village 7 community as a whole. This sub-section describes what design elements are important to ensure that the development pattern, mobility systems, and parks and open space areas are integrated within and between Village 7's various planning areas, consistent with the Specific Plan vision.

Neighborhood Design Principles

This includes design guidance for each neighborhood, including the Village Center. Each neighborhood is geographically defined and connected to a set of design criteria that outline its desired physical form, addressing elements such as development patterns, building placement and orientation, automobile access, pedestrian/ bicycle connections, and public spaces.


AUBURN RAVINE
HWY 65
PORTELLO WAY
3D SOUTH
DELOUCH DR
SORRENTO
SORRENTO PKWY
MOORE ROAD
FERRARI RANCH RD
LINCOLN CROSSING
NORTH INGRAM SLOUGH
SOUTH INGRAM SLOUGH
INGRAM SLOUGH
SHALLUS BLVD
LIBERTY PARKWAY
Neighborhood 1
Neighborhood 2
Neighborhood 3
Neighborhood 4
Neighborhood 5
Neighborhood 6
Neighborhood 7
Neighborhood 8
Village Center
VLDR
VCE
VMDR
VMHDR
VMU
VHDR
VPR
VOS
ES

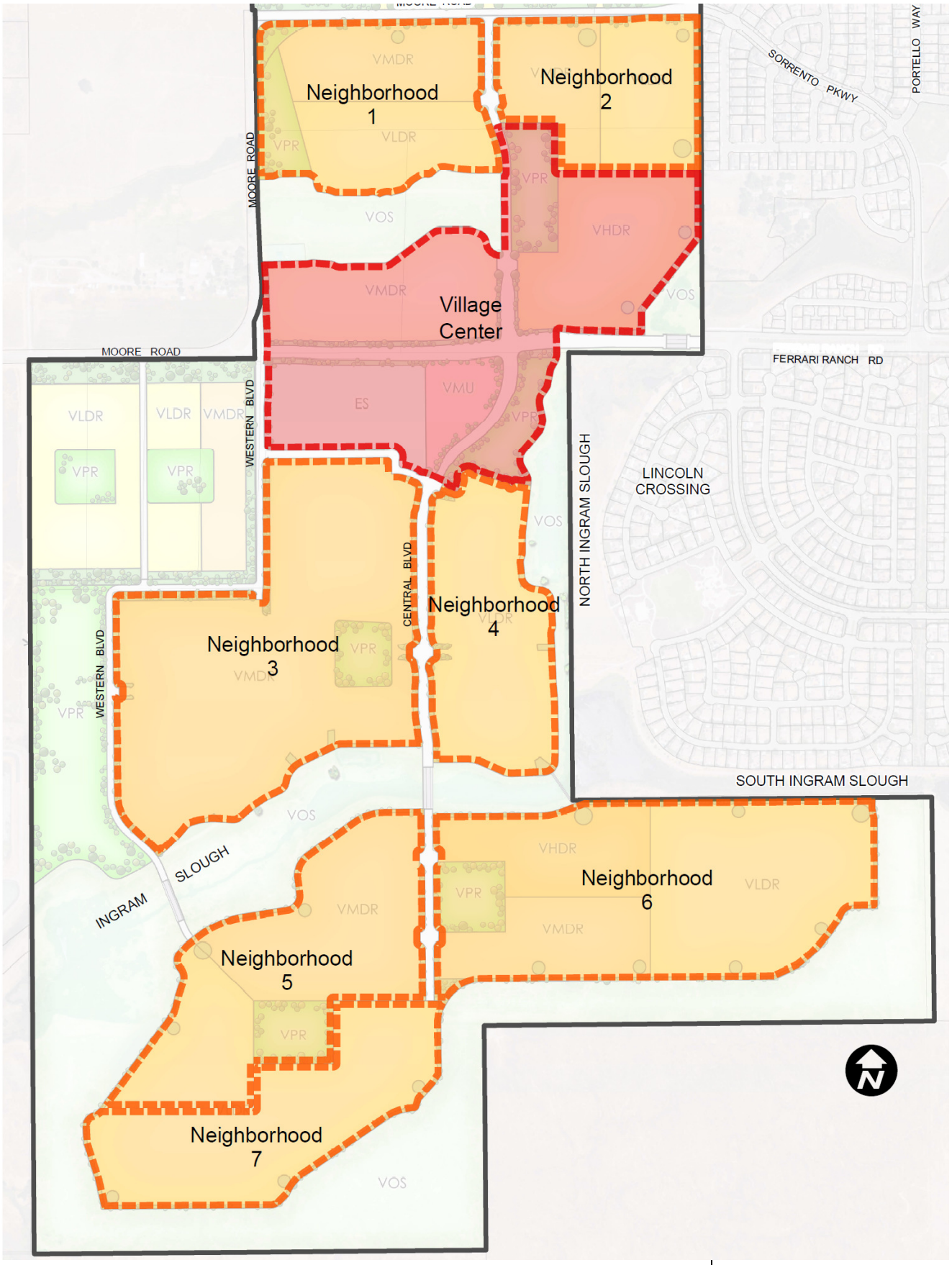


Figure 3-2: Neighborhood Boundaries

3.2 Community Design Elements

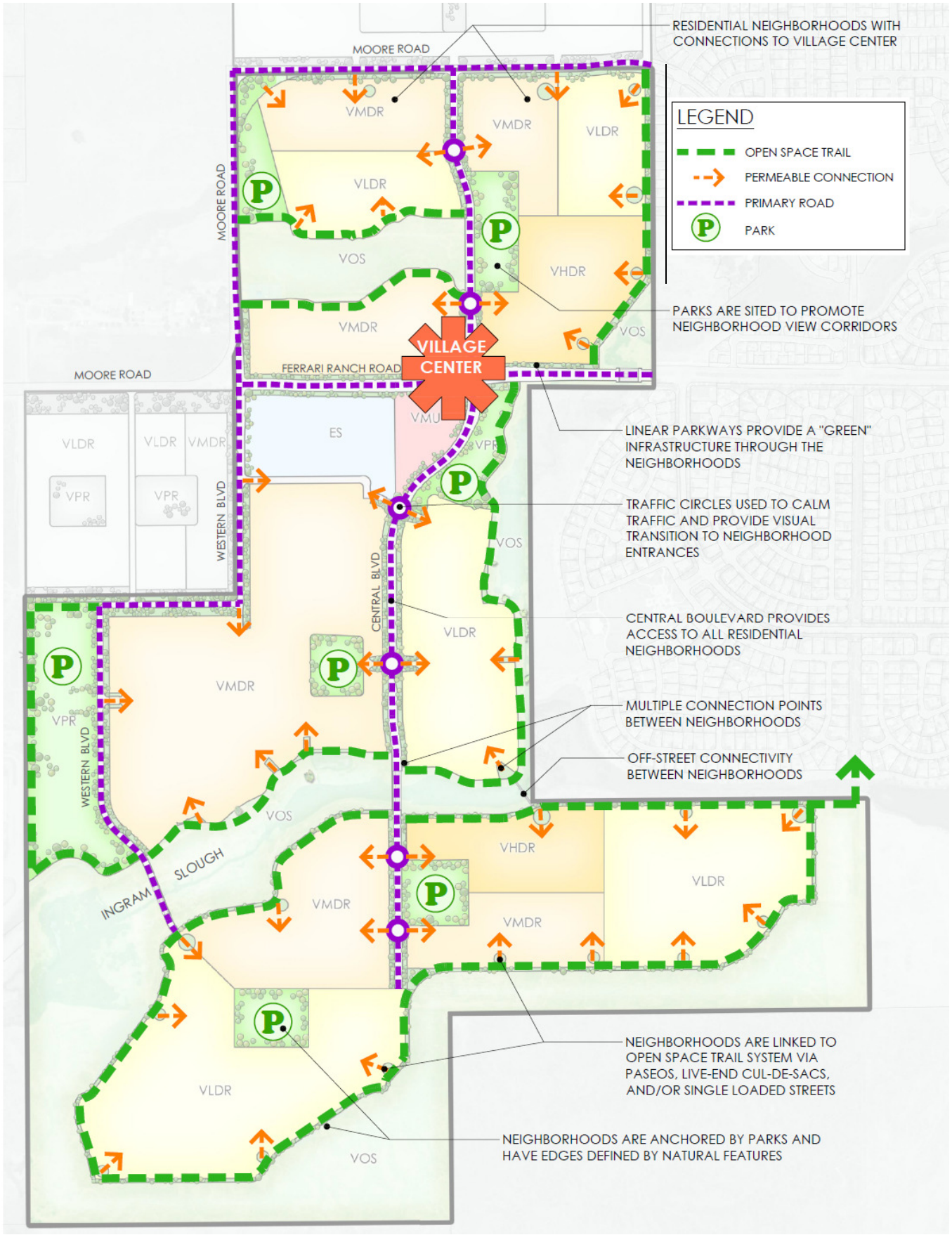
The Village 7 Specific Plan outlines several overarching principles intended to guide development to create community (per Section 3.3 of the specific plan document). This sub-section builds upon those principles, outlining what physical design elements in the public realm are important to carry out this vision. The elements described below for development patterns, mobility systems, and parks and open space areas should be used to guide the overall community form.

While the community design elements outlined in this sub-section apply to all of Village 7, the diagrams focus only on the participating planning areas. As future amendments to this GDP are processed for additional planning areas, each new planning area must demonstrate compliance with these design elements.

3.2.1. Development Pattern

The pattern of development – how land uses are organized and relate to streets – is a critical element in creating community consistent with the Specific Plan vision. To facilitate the desired outcome, the development pattern for Village 7 is to be guided by principles for traditional neighborhood design. This pattern of development is intended to create residential neighborhoods where homes are organized along a network of a modified grid of internal streets, characterized by front yards with large tree canopies, homes that are oriented to the public realm, and parks that create community gathering places. These principles should be applied in close coordination with the design principles for mobility, outlined in the following sub-section.

The design principles for the community's development pattern are outlined as follows and supported by Figure 3-3.


RESIDENTIAL NEIGHBORHOODS WITH CONNECTIONS TO VILLAGE CENTER
LEGEND
OPEN SPACE TRAIL
PERMEABLE CONNECTION
PRIMARY ROAD
PARK
PARKS ARE SITED TO PROMOTE NEIGHBORHOOD VIEW CORRIDORS
LINEAR PARKWAYS PROVIDE A "GREEN" INFRASTRUCTURE THROUGH THE NEIGHBORHOODS
TRAFFIC CIRCLES USED TO CALM TRAFFIC AND PROVIDE VISUAL TRANSITION TO NEIGHBORHOOD ENTRANCES
CENTRAL BOULEVARD PROVIDES ACCESS TO ALL RESIDENTIAL NEIGHBORHOODS
MULTIPLE CONNECTION POINTS BETWEEN NEIGHBORHOODS
OFF-STREET CONNECTIVITY BETWEEN NEIGHBORHOODS
NEIGHBORHOODS ARE LINKED TO OPEN SPACE TRAIL SYSTEM VIA PASEOS, LIVE-END CUL-DE-SACS, AND/OR SINGLE LOADED STREETS
NEIGHBORHOODS ARE ANCHORED BY PARKS AND HAVE EDGES DEFINED BY NATURAL FEATURES
MOORE ROAD
FERRARI RANCH ROAD
VILLAGE CENTER
WESTERN BLVD
CENTRAL BLVD
INGRAM SLOUGH
VLDR
VMDR
VHDR
VOS
VPR
ES
VMU

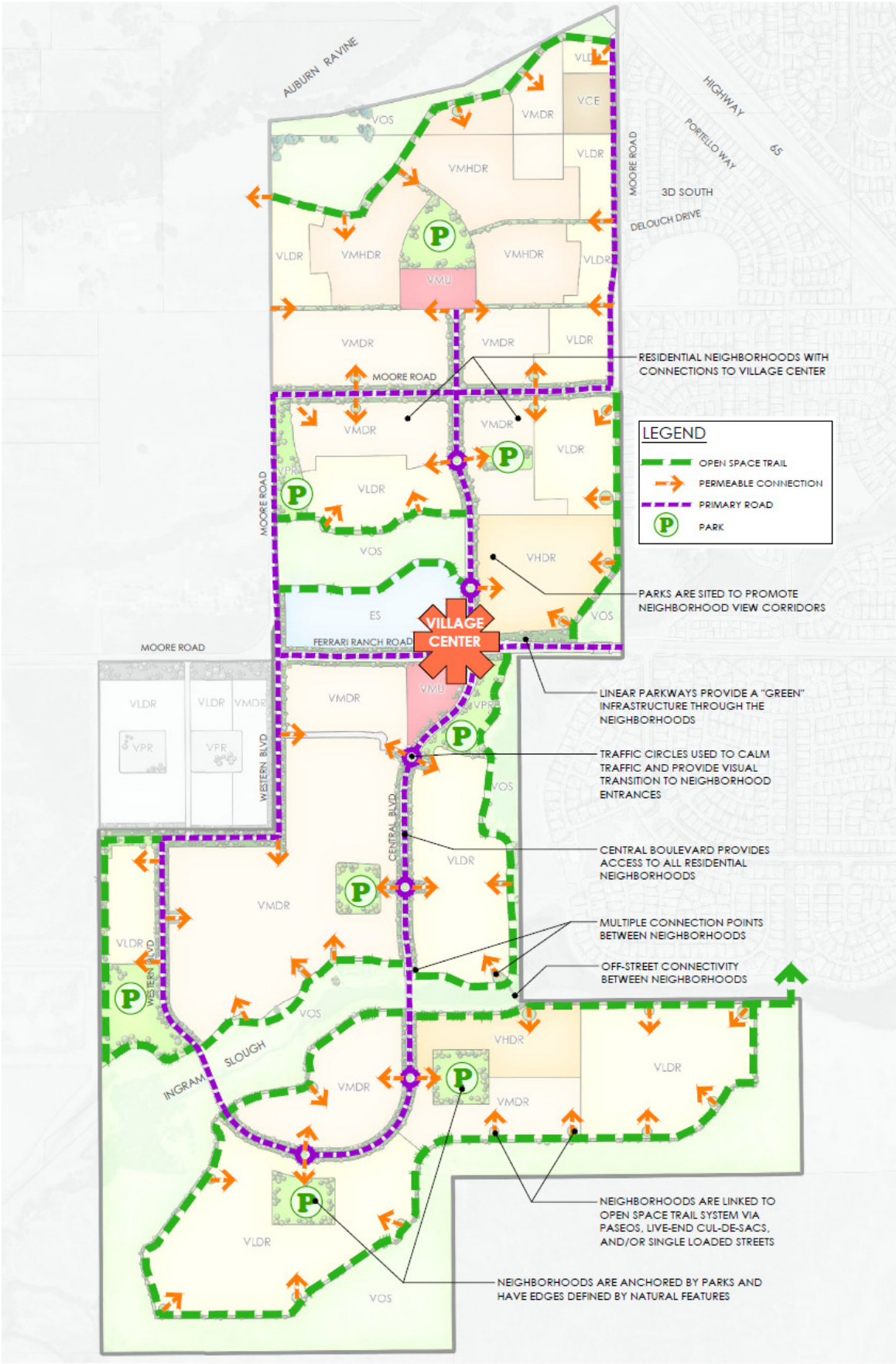


Figure 3-3: Development Regulating Plan

Design Principles for Development Pattern

1. Create a series of distinct residential neighborhoods, which together, have strong visual and physical linkages to the Village Center.
2. Define each neighborhood by natural features such as wetlands and drainages.
3. Ensure that residential neighborhoods are anchored by a park space and can support a variety of housing types and densities.
4. A variety of residential uses and/or lot types and sizes within residential neighborhoods should be located around a park space, placing residents in proximity to the amenity.
5. Ensure that each neighborhood's framework of streets and blocks forms a basic modified grid, but is flexible with respect to such framework so that each neighborhood can respond to site topography and natural features such as wetlands, open space areas, etc.
6. Seamlessly integrate neighborhoods with one another by creating street patterns with multiple connection points between adjacent neighborhoods.
7. Create a permeable edge between developed neighborhoods and natural open space areas by incorporating elements such as single-loaded streets, loop roads, live end cul-de-sacs, paseos, back yards with view permeable fencing, or other types of linkages.
8. Ensure that the development pattern of streets and blocks creates linear view corridors, which provide linkages between neighborhoods and enhances access to park and open space areas~~,~~ and ~~the~~ Liberty Parkway~~Central Boulevard~~.
9. On residential blocks, incorporate breaks at regular intervals, either via streets, paseos, or multi-use paths, to avoid creating long undivided blocks that limit access within and through neighborhoods.
10. Where neighborhoods adjoin one another, design residential blocks such that either the centerline of the block, or the centerline of the adjacent street, is aligned along the neighborhood edge, thereby ensuring cross-connectivity between neighborhoods.
11. Utilize green features such as paseos as a means of integrating the residential neighborhoods with parks, open space areas, and other neighborhoods.

3.2.2. Mobility Systems

Connectivity is a key element for Village 7. The Village 7 GDP places priority on creating a highly connected mobility system for pedestrians, bicyclists, and automobiles ensuring that numerous choices are available for such transportation modes. The design emphasizes interconnectivity between neighborhoods to integrate all of the residential areas. The following principles describe how the mobility system should be designed and are illustrated in Figure 3-3, which illustrates how these principles can be achieved .

Design Principles for Mobility Systems

1. Create a cCentral bBoulevard through the community that supports pedestrians, bicyclists, and automobiles, and provides access to all neighborhoods.
2. Incorporate traffic circles (or other traffic measures) along the cCentral bBoulevard, which calm traffic, provide natural transitions into neighborhood entrances, function as community identifying features, and create visual waypoints along the roadway.
3. Design street networks to have a high degree of multi-directional connectivity within neighborhoods. Limit long circuitous roads and provide multiple choices for movement through the community.
4. To enhance connectivity through the community and to facilitate walking and bicycling, street patterns within individual neighborhoods should be designed to provide both on and off-street connections to adjacent neighborhoods, as well as non-residential areas including parks, open space areas, the school, and Village Center.
5. Where residential neighborhood edges adjoin arterial roadways, collector streets, or open space areas, paseos may be used to create a permeable neighborhood interface.
6. Strengthen the mobility system by incorporating a comprehensive on- and off-street network of multi-use paths and sidewalks, which connect neighborhoods and provide direct linkages to park and open space areas.
7. Designate pedestrian routes through neighborhoods that provide physical and visual linkages to parks and open space.
8. Provide connections from neighborhood interiors to adjacent roadways or open space areas at the terminus of streets, where they can be easily found and where they provide direct visual connections.

3.2.3. Parks and Open Space Areas

The parks and open space system is another key defining element of Village 7. These features help shape the visual character of the neighborhoods, providing places for residents to gather, recreate, and take ownership of the community in which they live. For these spaces to effectively define the public realm, their placement and access within the neighborhoods is critical.

The design principles below describe how these features should be incorporated into the community. The principles are shown in Figure 3-3, which conceptually illustrates how these principles can be implemented.

Design Principles for Parks and Open Space

1. Establish a backbone of green infrastructure consisting of linear parkways and paseos that provide linkages between parks and open space areas.
2. Provide centralized park spaces within residential neighborhoods that will function as a gathering space for active and passive recreation.
3. Site park spaces in proximity to the entrance of residential neighborhoods where appropriate, which may be framed by the neighborhood's building forms and housing types.
4. Ensure that most parks have street frontage on at least two sides and are visually exposed to the surrounding neighborhood.
5. Integrate the open space system and the residential neighborhoods by siting single-loaded roads, live-end cul-de-sacs, open view fencing, and/or paseos ~~between each use~~.
6. Site parks and access points to the open space system along the multi-use paths, pedestrian routes, and other view corridors, such that these features have strong physical and visual linkages throughout the community.

3.3 Neighborhood Design Elements

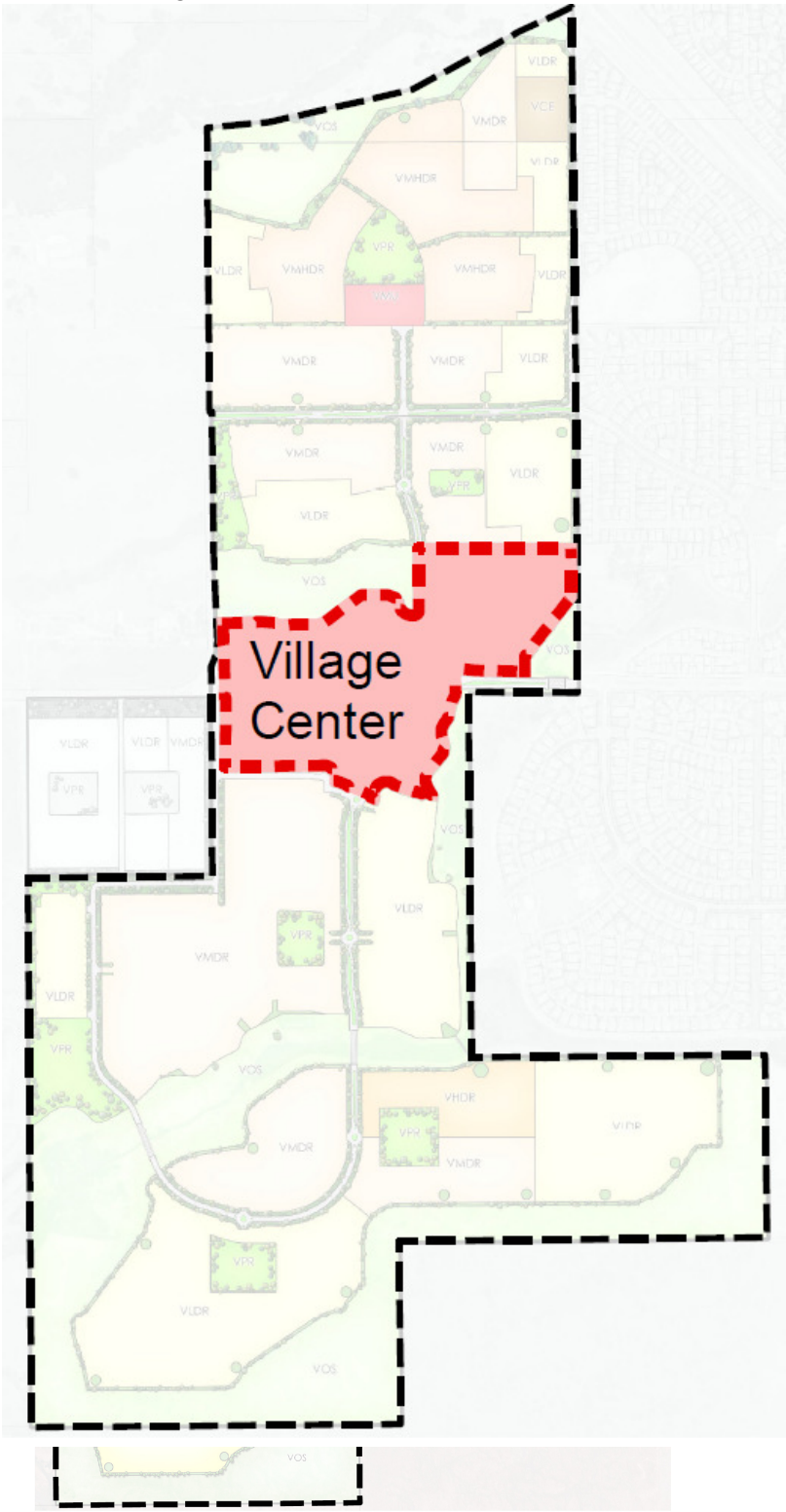
This sub-section provides specific criteria for the design of each neighborhood identified in Figure 3-2. There are different objectives, design elements, and natural features that will influence each neighborhood's physical form. These are reflected in the design principles and address elements such as development patterns, building placement and orientation, automobile access, pedestrian/ bicycle connections, and public spaces.

The neighborhood location diagrams illustrate conceptual neighborhood boundaries and are subject to change; neighborhood boundaries may be modified by future tentative maps without the need for modification to the Village 7 Specific Plan and/or General Development Plan.

3.3.1. Village Center

Consistent with the design principles provided in Section 3 of the Village 7 Specific Plan, a Village Center is planned at the crossroads of Ferrari Ranch Road and ~~the~~Liberty Parkway ~~Central Boulevard~~. As Village 7's anchor and community gathering place, the Village Center is comprised of several parcels, which contain commercial, quasi-public, residential, and recreational uses.

The physical form of the Village Center is to be modeled after that of a



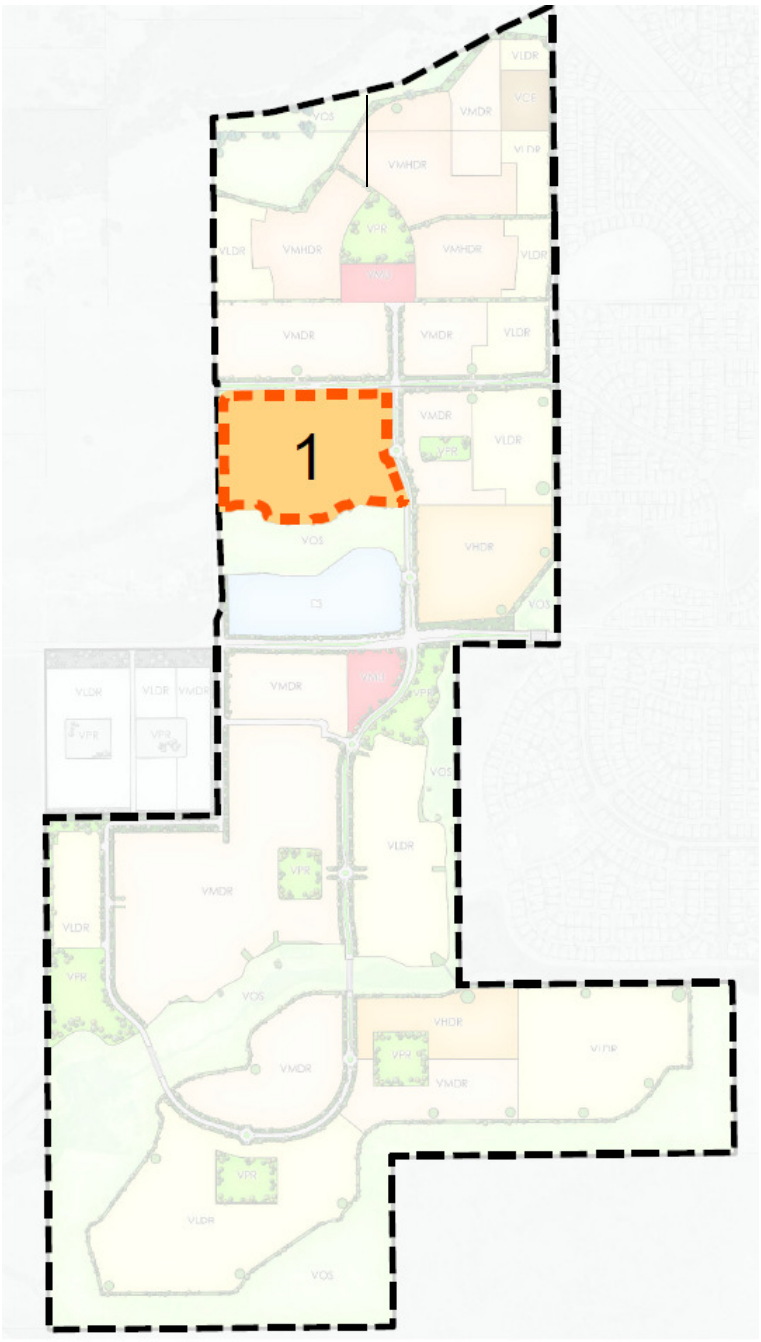
traditional town center. The design, scale, and orientation of buildings should create an urban edge along the street frontages, with architectural features, entries, and fenestration that engage the public realm. The organization of buildings should promote connectivity, with a development pattern that facilitates walking between uses. This will ensure that the Village Center areas have permeable edges and are integrated with the surrounding residential neighborhoods.

The physical design of the Village Center should be guided by the following principles.

1. VMU buildings should be organized along Ferrari Ranch Road and ~~the~~ Liberty Parkway~~Central Boulevard~~, framing the streetscape and visually establishing their importance as anchors of the Village Center.
2. The primary building should be situated at the southwest corner of Ferrari Ranch Road and Liberty Parkway ~~Central Boulevard~~ and have a significant scale and architectural presence that will visually distinguish it as a landmark in the community.
3. VMU buildings should be sited to create strong visual and physical linkages with the adjacent land uses, helping integrate land uses. In addition, to the extent it fits with the adjacent uses, buildings should also take advantage of views and/or access to parks and open space.
4. Attached homes/apartments on HDR parcels should be aligned along the edge of the linear parkways on Ferrari Ranch Road and ~~the~~Liberty Parkway ~~Central Boulevard~~, with fenestration and other architectural elements oriented to the street to activate the streetscape.
5. Where HDR buildings are sited adjacent to, or across the street from, single-family detached homes, the size, scale, and massing of the HDR buildings should be compatible with the single-family housing.
6. Where HDR parcels are located adjacent to open space, the open space should be treated as an amenity, with units fronting and/or windows facing onto this feature and with clearly defined access points to the multi-use trail system. In addition, paseos should be sited within the HDR parcel to create linear view corridors and pedestrian linkages where appropriate to adjacent residential neighborhoods, to ~~the~~ Liberty Parkway~~Central Boulevard~~, and to open space areas.

7. In the development plans for the VMU site, clearly defined and visually accessible connections to the multi-use path network from adjacent open space areas, linear parkways, and/or paseos should be provided.
8. On the VMU site, outdoor spaces, such as plazas, seating areas, etc., should be integrated with site and building design to create places for people to gather. These spaces should also take advantage of adjacent park and/or open space areas, helping integrate the uses and unifying the Village Center.

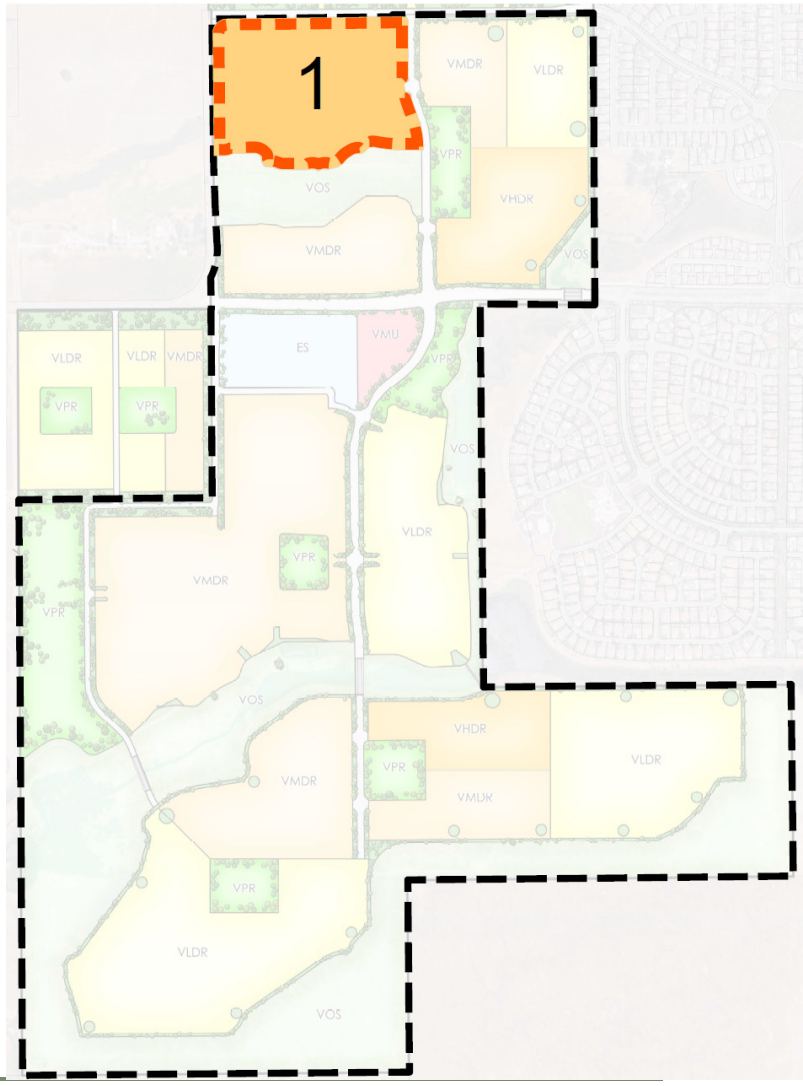
While an elementary school site is specifically located on the Village 7 Specific Plan Land Use Plan in the Village Center, public schools are permitted in any residential and park designated parcel (see General Development Plan Tables 4-1 and 4-25.) Refer to Village 7 Specific Plan Section 4.6.1 for more detail.


1
VLDR
VMDR
VMHDR
VPR
VOS
C3
VHDR

3.3.2. Neighborhood 1

The physical design of this residential neighborhood should be guided by the following principles.

1. The development pattern of streets and blocks should consist of a modified grid with roadways responding to existing features such as Moore Road and edges of the open space preserve.
2. The primary entrance into the neighborhood from ~~the~~ Liberty Parkway ~~Central Boulevard~~ should open onto, or provide access to, a park.
3. Automobile access points should be provided from both ~~the~~ Liberty ~~Parkway~~~~Central Boulevard and~~Parkway and Moore Road. Emergency vehicle access may be provided along the northern neighborhood edge, via a major paseo that aligns with the interior street network.
4. A single-loaded street may be provided along a portion of the

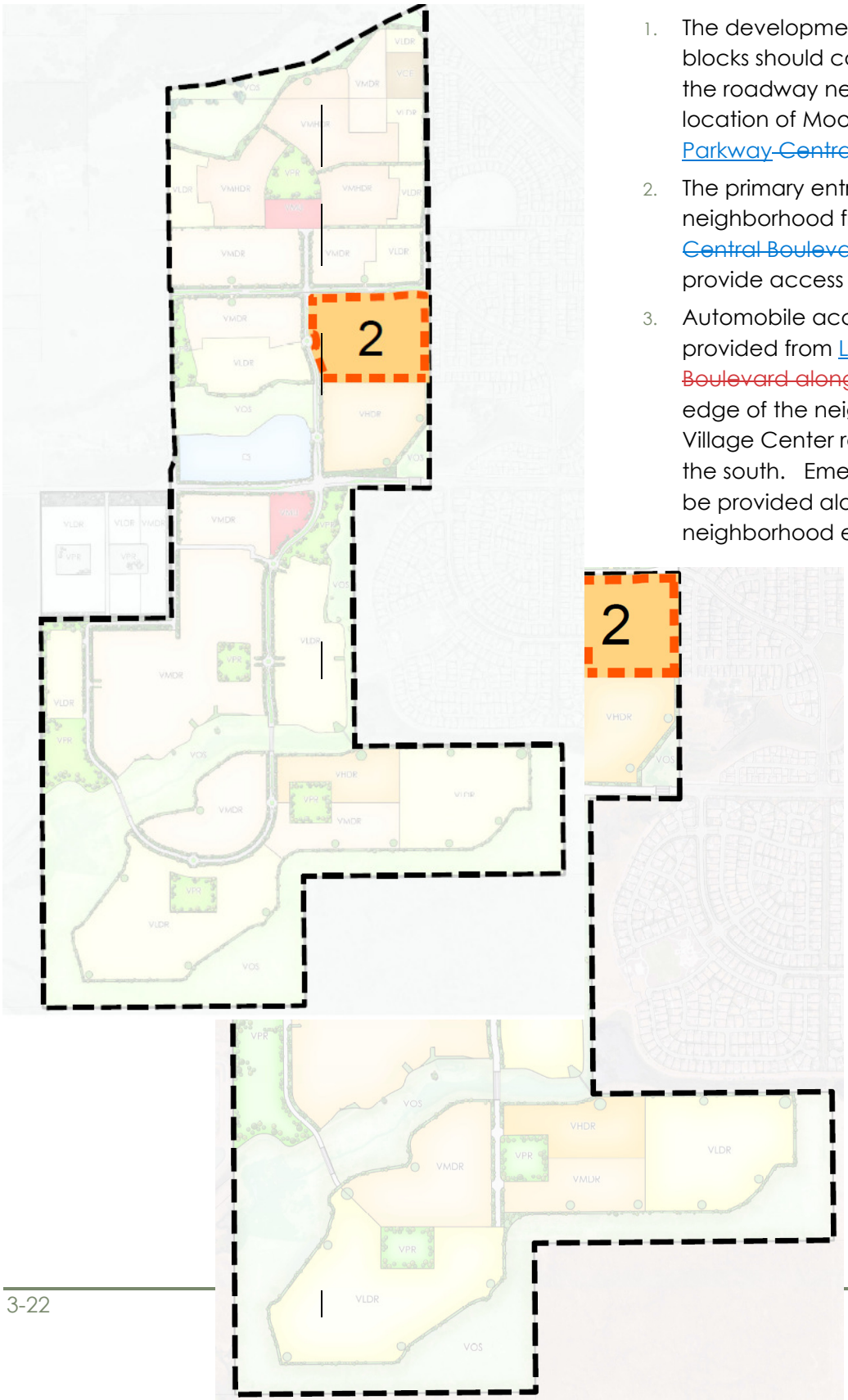


neighborhood's southern boundary allowing homes to face the open space preserve areas.

5. To create a permeable interface along the neighborhood's outer boundaries, paseos may be used to extend view corridors from the interior street network to edges along Moore Road, ~~the~~ Liberty Parkway ~~Central Boulevard~~, and the open space system.
6. Where residential parcels are directly adjacent to park sites, homes should be oriented to the park, both through lotting patterns and building placement, such that front doors, porches, and fenestration frame the space and activate the edge.
7. Multiple different single-family detached housing types should be provided throughout the neighborhood, as provided for in Section 4.2 of this GDP. This could include a mixture of large lot homes, conventional front-loaded homes, cottage homes, and lane loaded cluster homes.

3.3.3. Neighborhood 2

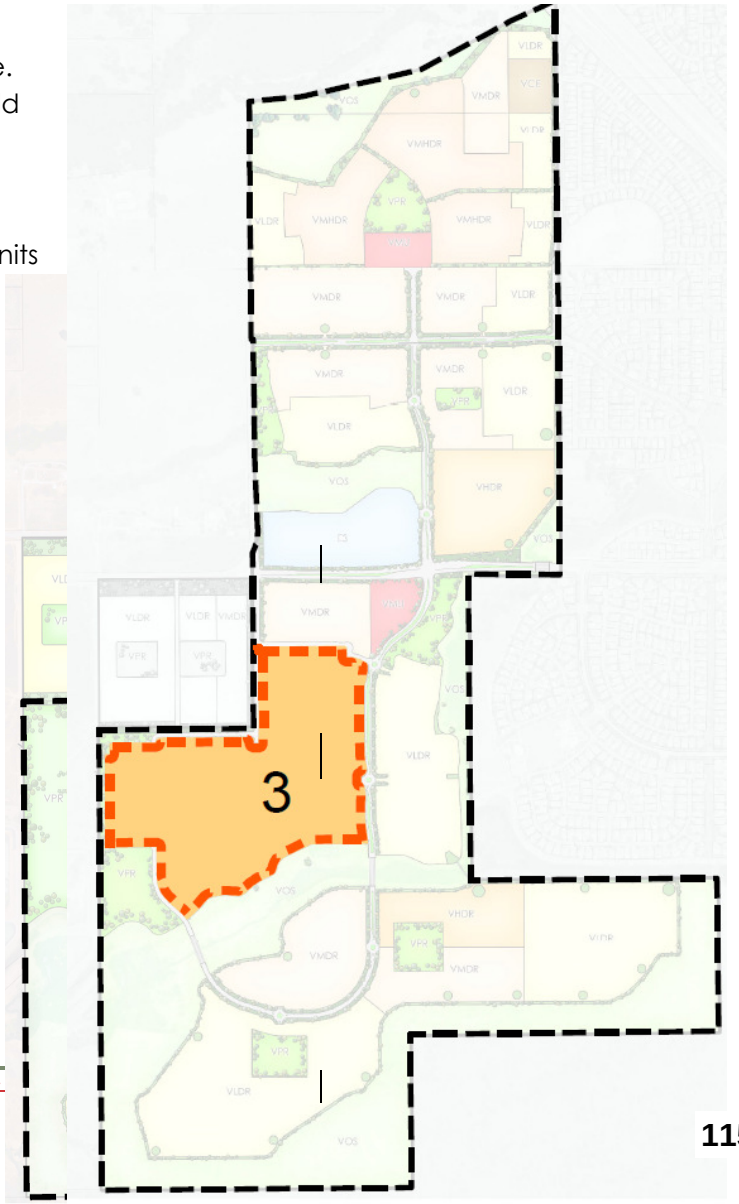
The physical design of this residential neighborhood should be guided by the following principles.



1. The development pattern of streets and blocks should consist of a modified grid with the roadway network responding to the location of Moore Road and ~~the~~ Liberty Parkway ~~Central Boulevard~~.
2. The primary entrance into the neighborhood from Liberty Parkway~~the Central Boulevard~~ should open onto, or provide access to, a park.
3. Automobile access points should be provided from Liberty ~~Parkwaythe Central Boulevard along~~Parkway along the western edge of the neighborhood, and from the Village Center residential (HDR) parcel to the south. Emergency vehicle access may be provided along the northern neighborhood edge, via a major paseo that aligns with the interior street network.
4. To create view corridors through the neighborhood and out to its edges, major paseos may be sited strategically throughout the neighborhood, which respond to the street layout and enhance the gridded development pattern. Where paseos are used to create a view/access corridor from the

neighborhood's edge to its interior, the paseo should be aligned with a street to create a linear, unobstructed passageway.

5. To enhance permeability in and out of the neighborhood, lotting patterns, and corresponding home siting may utilize minor paseos to create additional view corridors and passageways from the neighborhood's interior to edge roadways and open space areas.
6. The residential lotting pattern surrounding the park should be designed to facilitate homes that are oriented to the park, where entries, porches, and fenestration can create the streetscape edge that frames the park.
7. To integrate the Village Center's HDR units with the neighborhood's single-family detached units, both unit types should address the street, with front doors, porches, stoops, and other elements used to activate the edge and define the streetscape. The interface of these residential parcels should be along a common street that is part of the neighborhood's gridded street network. For additional design principles regarding the interface between the Village Center's HDR units and this neighborhood, refer to Section 3.3.A.
8. In addition to the attached residential units that are considered part of the Village Center, the neighborhood should incorporate multiple different single-family detached housing types/lot sizes, as provided for in Section 4.2 of this GDP. This could include a mixture of detached front-loaded homes, cluster homes, or other housing types that fit within the context of the neighborhood's development pattern.
9. Where HDR buildings are sited adjacent to, or across the street from, single-family detached homes, the size, scale, and massing of the HDR buildings should be compatible with the single-family housing.



3.3.4. Neighborhood 3

The physical design of this residential neighborhood should be guided by the following principles.

1. The development pattern of streets and blocks should consist of a modified grid, with the roadway network responding ~~to~~ to Liberty Parkway~~the Central Boulevard~~, roadways in the adjacent Remainder Area, and the edges of the open space preserve.
2. Automobile access points should be provided from Liberty Parkway ~~the Central Boulevard~~ along the eastern edge of the neighborhood, and from a secondary collector street along the western edge of the neighborhood.
3. Automobile entrances into the neighborhood from Liberty Parkway ~~the Central Boulevard~~ should open onto, or provide access to, a park.

~~3.~~

~~4. A neighborhood street should create the interface between residential portion of the neighborhood and the adjacent school.~~

~~5.~~4. East/west access should be provided through the neighborhood and terminate at the Community Park.

~~6.~~5. To create view corridors through the neighborhood and out to its edges, paseos and may be sited strategically throughout the neighborhood and respond to the street layout and enhance view sheds into adjacent open space preserves and linear parkways.

~~7.~~6. To enhance permeability in and out of the neighborhood, automobile access points and paseos may be enhanced with landscape corridors and pedestrian passageways from the neighborhood's interior to edge roadways and open space areas.

~~8.~~7. Homes should be oriented to the neighborhood park, both through lotting pattern and building placement, such that front doors, porches, and fenestration frame the space and activate the streetscape.

~~9.~~8. A north/south linear paseo or enhanced pathway linkage should be provided to create pedestrian connection between the neighborhood's northern and central park spaces.

~~10.~~9. The units shall be sited alongside the park to define its edge and frame the public space.

~~11.~~10. Fencing (and walls) along neighborhood edges should be provided where needed to create private yard spaces for individual homes. Where adjacent to a linear parkway, such

as on Liberty Parkway~~the Central Boulevard~~ or western access road, fencing should be designed in a manner that complements the scale and character. Where homes back onto open space features, fencing should be used to define individual yard spaces, while remaining visually penetrable. (See Section 7.3 for fence requirements.)

~~12.~~11. Where residential units back onto open space areas, paseos may be provided where appropriate, which should be aligned with the street network and provide visual and physical access to the open space.

~~13.~~12. Multiple different housing types/lot sizes should be provided throughout the neighborhood, including both single-family detached, single-family attached, and multi-family attached, as provided for in Section 4.2 of this GDP. This could include a mixture of compact housing types.

~~14.~~13. The distribution of housing types through the neighborhood should be seamless.

3.3.5. Neighborhood 4

The physical design of this residential neighborhood should be guided by the following principles.



1. The development pattern of streets and blocks should consist of a modified grid, with the roadway network responding to entry points from Liberty Parkway ~~the Central Boulevard~~ and edges of the open space preserve.
2. Two automobile access points should be provided along the western edge of the neighborhood ~~from~~ from Liberty Parkway ~~the Central Boulevard~~, one of which should open onto a park.
3. Paseos may be incorporated at select locations to create view corridors from the neighborhood's interior to adjacent open space, where feasible, paseos should be aligned with streets to create a linear, unobstructed passageway.
4. To enhance permeability in and out of the neighborhood, automobile access points and paseos should be enhanced with landscape corridors and pedestrian passageways from the neighborhood's interior to edge roadways and open space areas.
5. Homes should be oriented to the park through lotting pattern and building placement, and/or through rear yard view opportunities. Where fronting the park, front doors, porches, and fenestration should frame the space and activate the streetscape.

6. A paseo should be provided in the southeast corner of the neighborhood, which provides a linkage from this neighborhood to the neighborhood across Ingram Slough to the south via a pedestrian bridge.
7. Where residential units back onto open space areas, paseos should be provided, which are aligned with the street network and provide visual and physical access to the open space.
8. The distribution of housing types through the neighborhood should be seamless.
9. Fencing along Liberty Parkway ~~the Central Boulevard~~ should be provided where needed to provide privacy for individual yards but designed in a manner that creates a visually attractive edge.
10. Fencing along open space areas should provide privacy for individual yards, where needed and may also include open view permeable fencing. (See Section 7.3 for fence requirements.)



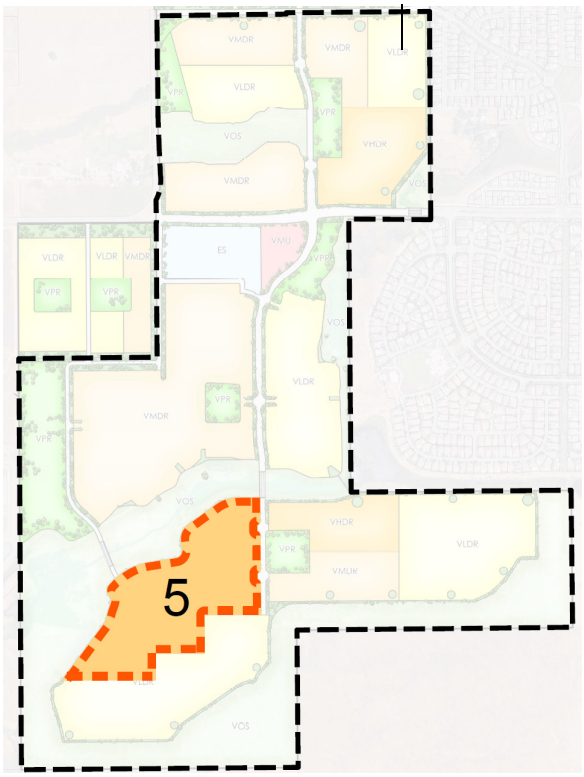
3.3.6. Neighborhood 5

The physical design of this residential neighborhood should be guided by the following principles.

1. The development pattern of streets and blocks should consist of a modified grid, with the roadway network responding to the boundaries of the open space preserve.
2. Two automobile access points to the neighborhood should be provided, one

along the eastern edge from Liberty Parkway ~~from the Central Boulevard~~, and one along the northwestern edge from Neighborhood #3 to the north.

3. The automobile entrance into the neighborhood from Liberty Parkway ~~the Central Boulevard~~ should open onto or be co-located near, a park.



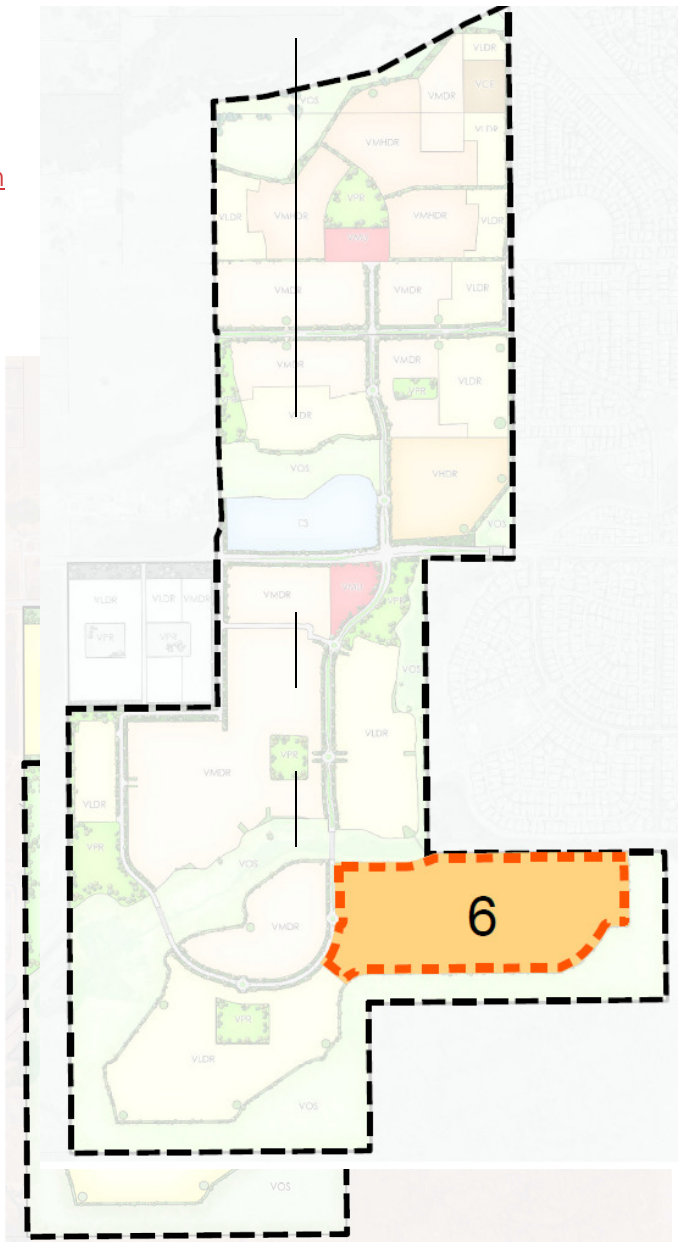
4. Where feasible, a single-loaded roadway may be provided along a portion of the open space preserve with homes that front on to this feature, creating a soft edge that integrates the open space with the neighborhood.
5. To create view corridors through the neighborhood and out to its edges, paseos and live-end cul-de-sacs should be sited strategically through the neighborhood, which respond to the street layout and enhance the gridded development pattern. Where paseos are used to create a view/access corridor from the neighborhood's edge to its interior, the paseo should be aligned with a street to create a linear, unobstructed passageway.
6. To enhance permeability in and out of the neighborhood, lotting patterns and home designs should utilize minor paseos and garage lanes to create additional linear view corridors and passageways from the neighborhood's interior to surrounding open space areas.
7. Minor paseos should be provided within the neighborhood, sited in mid-block locations between homes, to provide linear view corridors and pedestrian linkages to park and open space areas.

~~7.~~

8. Where residential units back onto open space areas, paseos or live-end cul-de-sacs should be provided at regular intervals, which are aligned with the street network and provide visual and physical access to the open space preserve.
9. Multiple housing types/lot sizes should be provided throughout the neighborhood, as provided for in Section 4.2 of this GDP.

10. Fencing (and walls) along neighborhood edges should be provided only where needed to create private yard spaces for individual homes and/or protect natural resources. Where adjacent to a linear parkway on -Liberty Parkway~~the Central Boulevard~~, fencing should be designed in a manner that complements the scale and character of homes. Where homes back onto open space features, fencing should be used to define individual yard spaces, while remaining visually penetrable. (See Section 7.3 for fence requirements.)

~~10.~~11. Fencing along the central boulevard may be provided, where needed to provide privacy for individual yards. Fencing along open space areas should provide privacy for individual yards but should allow for views to adjacent open space. (See Section 7.3 for fence requirements.)



3.3.7. Neighborhood 6

The physical design of this residential neighborhood should be guided by the following principles.

1. The development pattern of streets and blocks should consist of a modified grid. The roadway network should respond to access points from- Liberty Parkway~~the Central Boulevard~~, open space features, and the Plan Area boundary.
2. Two automobile access points to the neighborhood should be provided ~~from~~ from Liberty Parkway~~the Central Boulevard~~, one of which should open onto or provide access to a park.
3. The neighborhood's system of streets and paseos should be designed in a manner that creates linear view corridors through the neighborhood and out to its edges. Where paseos are used to create a view/access corridor from the neighborhood's edge to its interior, the paseo should be aligned with a street to create a linear, unobstructed passageway.
4. Where feasible, a single-loaded neighborhood street may be provided along a portion of the open space preserve with

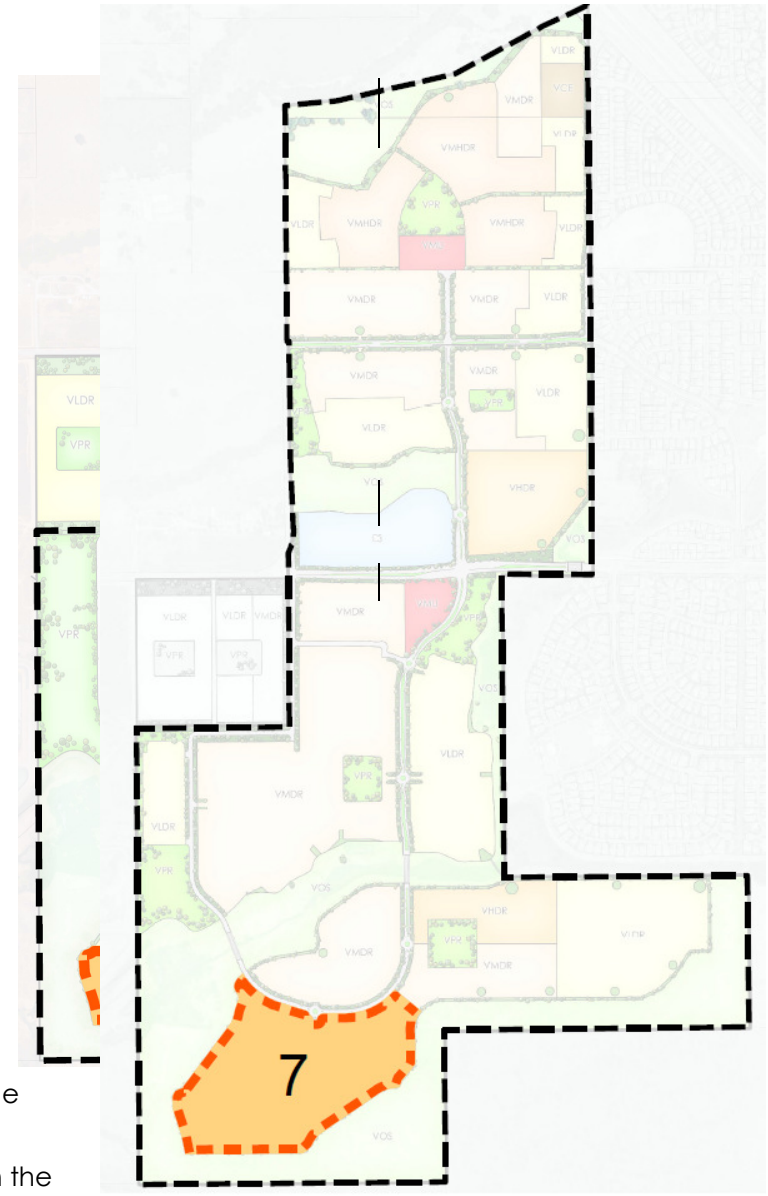
homes that front on to this feature, creating a soft edge that integrates the open space with the neighborhood.

5. To enhance permeability in and out of the neighborhood, lotting patterns and corresponding home siting may utilize minor paseos to create additional linear view corridors and passageways from the neighborhood's interior to adjacent linear parkways and open space areas.
6. One of the paseos provided along the northern edge of the neighborhood should provide a direct linkage to the neighborhood across Ingram Slough to the north, via a pedestrian bridge. This paseo should be aligned with an internal north/south residential street, creating a linear view corridor to the pedestrian bridge from within the neighborhood.
7. Compact and/or higher-density housing types may be clustered around the park near the roadway entrance ~~from~~ from Liberty Parkway ~~the Central Boulevard~~, with building forms, scale, and massing designed in a manner to frame the public space, and with front doors, porches, stoops, and/or balconies oriented to the park.
8. Where residential units back onto open space areas, paseos or live-end cul-de-sacs should be provided, which are aligned with the street network and provide visual and physical access to the open space.
9. Multiple different housing types may be provided throughout the neighborhood, as provided for in Section 4.2 of this GDP. This could include a mixture of conventional front-loaded homes, paired homes, cluster homes, and attached townhomes or stacked flats.
10. The distribution of housing types through the neighborhood should be seamless. Streets and/or blocks should be designed to accommodate different housing types, such that no visual barriers are created within the neighborhood.
11. Fencing along ~~Liberty Parkway~~the central boulevard ~~the Central Boulevard~~ may be provided, where needed to provide privacy for individual yards. Fencing along open space areas should provide privacy for individual ~~yards, but~~yards but should allow for views to adjacent open space. (See Section 7.3 for fence requirements.)

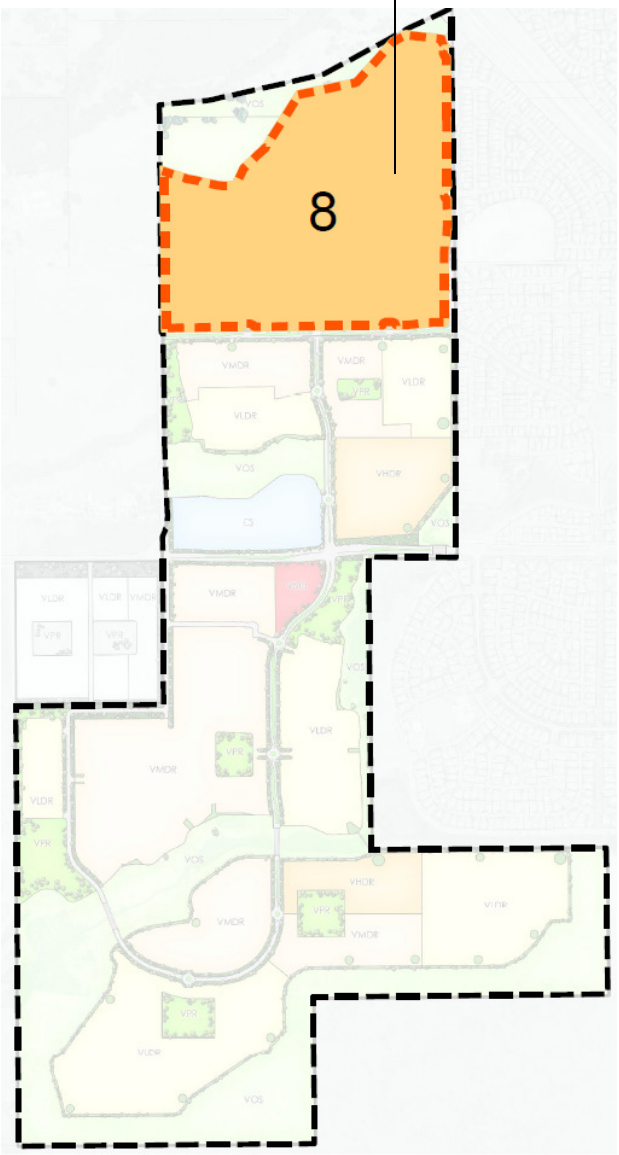
3.3.8. Neighborhood 7

The physical design of this residential neighborhood should be guided by the following principles.

1. The development pattern of streets and blocks should utilize a modified grid system with the roadway network responding to the edges of the open space preserve.
2. ~~Two a~~Automobile access points to the neighborhood should be provided, one from the c~~C~~entral b~~B~~oulevard and one from Neighborhood #5 to the north.
3. Where feasible, single-loaded roadways may be provided along a portion of open space areas, allowing the neighborhood to front on to this feature.
4. Where provided, cul-de-sacs should have a live-end design that provides visual and physical access to the open space.
5. Homes should be oriented to the park, both through lotting pattern and building placement, such that front doors, porches, and fenestration frame the space and activate the streetscape.
6. View corridors should be created through the neighborhood via the street network. In addition, paseos should be used to enhance the view corridors between the park and open space features.
7. Where residential units back onto open space areas, breaks in the lotting pattern should be provided to maintain the neighborhood's visual and physical access to the open space.
8. Multiple lot design/lot size configurations may be accommodated in the neighborhood, providing for a variety of large-lot, estate homes, as provided for in Section 4.2 of this GDP. This neighborhood is envisioned as a "move-up market" and will consist of conventional front-loaded homes.
9. ~~Fencing along open space areas should provide privacy for individual yards but should allow views into adjacent open space. (See Section 7.3 for fence requirements.)~~Fencing along



the central boulevard may be provided, where needed to provide privacy for individual yards. Fencing along open space areas should provide privacy for individual yards but should allow for views to adjacent open space. (See Section 7.3 for fence requirements.)



3.3.9. Neighborhood 8

The physical design of this residential neighborhood should be guided by the following principles.

1. The development pattern of streets and blocks should utilize a modified grid system with the roadway network responding to the edges of the open space preserve.
2. Automobile access points to the neighborhood should be provided, one from the c~~C~~entral b~~B~~oulevard and one from Neighborhoods 1 and 2 from the south.~~.~~
3. Where feasible, single-loaded roadways may be provided along a portion of open space areas, allowing the neighborhood to front on to this feature.
4. Where provided, cul-de-sacs should have a live-end design that provides visual and physical access to the open space.
5. Homes should be oriented to the park, both through lotting pattern and building placement, such that front doors, porches, and fenestration frame the space and activate the streetscape.
6. View corridors should be created through the neighborhood via the street network. In addition, paseos should be used to enhance the view corridors between the park and open space features.
7. Where residential units back onto open space areas, breaks in the lotting pattern should be provided to maintain the neighborhood's visual and physical access to the open space.
8. Multiple lot design/lot size configurations may be accommodated in the neighborhood, providing for a variety of ~~large-lot, estate homes~~home types and sizes.~~, as provided for in Section 4.2 of this GDP.~~ This neighborhood also ~~is envisioned as a "move-up market"~~provides the most opportunities for flexible development and ~~will~~may consist of ~~conventional front~~street-loaded and/or lane-loaded homes ~~homes~~as provided for in Section 4.2 of this GDP.~~.~~

   ~~Fencing along open space areas should provide privacy for individual yards but should allow views into adjacent open space. (See Section 7.3 for fence requirements.)~~
9. Fencing along ~~Liberty Parkway~~the central boulevard may be provided, where needed to provide privacy for individual yards. Fencing along open space areas should provide privacy for individual ~~yards, but~~yards but should allow for views

to adjacent open space. (See Section 7.3 for fence requirements.)

~~9.~~

3.4 Mobility Plan

Consistent with the framework established in the Village 7 Specific Plan, the mobility system supports several modes of transportation choices for residents. In addition to the conventional arterial, collector, and local roadways that serve automobile travel, an extensive system of multi-use paths and open space trails are planned to create a network for pedestrian and bikeway travel.

3.4.1. Roadways

Planned roadways build upon the community design elements for mobility systems, previously outlined in Section 3.2. This includes development of arterial, collector, and local roadways, as illustrated on Figure 5.1 Roadway Plan, in the Village 7 Specific Plan.

Street Standards

The design standards for each roadway/street type identified on the Roadway Plan below are provided in Section 5.2 of the Village 7 Specific Plan.

Landscape Requirements

The street landscaping requirements for each roadway/street type are provided in Section 7.1 of the Village 7 GDP.

Bus Stops

Provisions for fixed-route and demand-responsive public transit service, including roadways to include future bus stops, are provided in Section 5.4 of the Village 7 Specific Plan.

3.4.2. Pedestrian & Bikeway Network

Consistent with the design principles for mobility systems previously outlined in Section 3.2, the pedestrian and bikeway network includes a system of multi-use paths, open space trails, and pedestrian routes.

Building upon the framework of roadways, the multi-use paths and open space trails create a comprehensive system for pedestrians and bicyclists. This pedestrian and bikeway network works to link all residential neighborhoods with one another, as well as to parks, open space areas, and the Village Center.

Pedestrian and bikeway mobility are illustrated in Figure 3-3; refer to Figure 5.16 Pedestrian Bike System in the Village 7 Specific Plan for more detail. Additional details are provided in the street design

standards for each street type in Section 5 of the Village 7 Specific Plan.

Multi-Use Paths and Sidewalks

Multi-use paths are 10 feet in width and are included within linear parkways along collector streets and along Ferrari Ranch Road. Sidewalks are provided along arterial, collector, and residential roadways, these include the interconnected and continuous walkable network of sidewalks along all neighborhood streets.

Open Space Trails

These features loop throughout the open space areas, including the north, south, and main branches of Ingram Slough, Auburn Ravine, the North Orchard Creek Tributary, the community park, and along the southern and western open space edges of Village 7. Class I bike paths typically consist of 10 feet of pavement with a 2-foot-wide decomposed granite/ gravel shoulder on each side.

Main Pedestrian Route Design Standards

The design standards for sidewalks are provided in Section 5.2 of the Village 7 Specific Plan.

Landscape Requirements

The landscaping requirements for the linear parkways and paseos, where multi-use paths are located, is provided in Section 7.1.A of the Village 7 GDP.

3.4.3. Paseos

Paseos are enhanced landscaped areas within residential neighborhoods, which create linkages and view corridors to parks and open space areas. Paseos are to be sited strategically in residential neighborhoods to build upon the development pattern in a manner that helps create linear linkages through neighborhoods and to their edges.

As previously described in the Community Design Elements in Section 3.2, paseos are one of several green elements that can create a permeable edge to the residential neighborhoods, which enhance the pedestrian and bikeway mobility system by providing additional choices for transportation routes. Two types of paseos are provided for in the Village 7 GDP.

Major Paseos

Major paseos include trail corridors along open space edges and within residential neighborhoods. The width of these features will vary depending on location and adjacent uses ~~These features vary in size with a~~however are typically 30' ~~minimum~~ in width and are significant enough in scale to create a clearly identifiable view corridor within a residential neighborhood. Major paseos ~~are typicall~~may also be~~y~~ located~~sited~~ at the terminus of streets or at significant bends in a local roadway, to create a linear view corridor and pedestrian/ bikeway linkage from a neighborhood's interior to an edge linear parkway or open space preserve.

A concept plan for a major paseo is provided ~~in Figure 3-8;~~ here; alternative designs are possible and may be considered at time of tentative map.

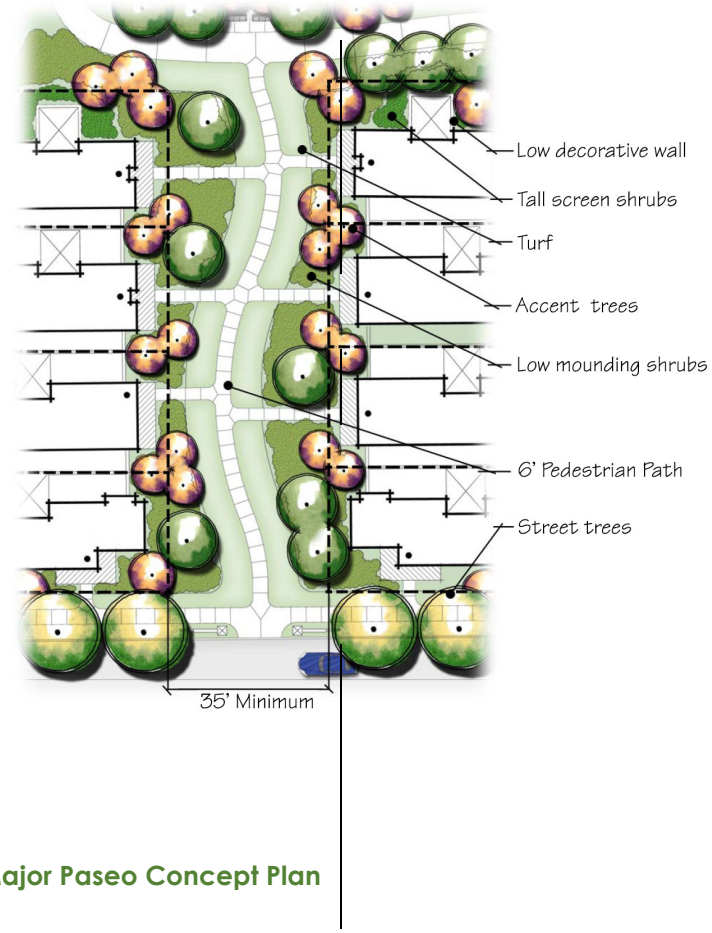
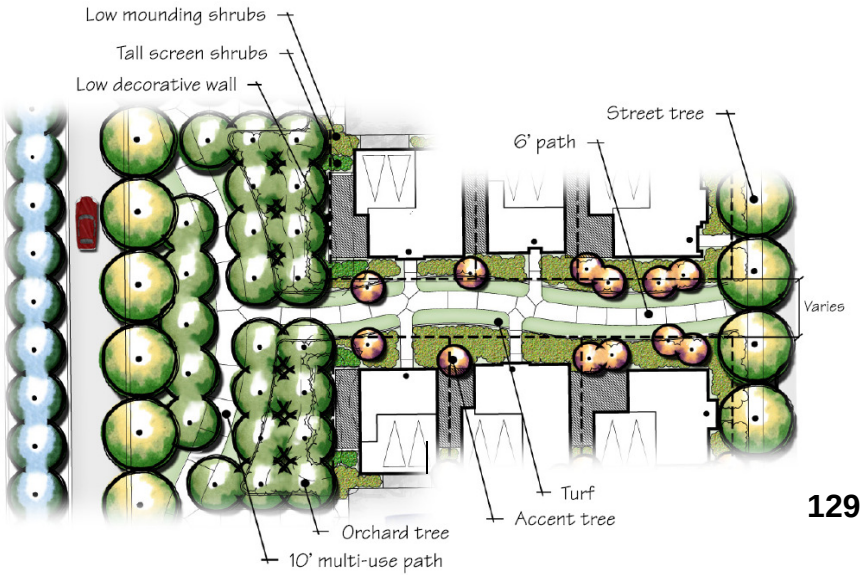


Figure 3-4: Major Paseo Concept Plan

Minor Paseos

Although these features are smaller in scale than the major paseos and do not count towards the City of Lincoln General Plan open space requirement, they function in a similar manner. Typically, minor paseos are created in more compact neighborhoods, where the siting of individual homes results in linear passageways that are used to access front doors and/or garage doors. These passageways create both view corridors and pedestrian linkages along neighborhood edges, enhancing a neighborhood's overall physical and visual linkage to adjacent roadways and open space areas.

For housing types that include paseos, please refer to single-family detached housing prototypes (Lane Loaded Paseo



Cluster homes) in Section 4.2 of the Village 7 GDP.

A concept plan for a minor paseo is provided in Figure 3-9here; alternative designs are possible and may be considered at time of tentative map.

Figure 3-5: Minor Paseo Concept Plan

3.5 Parks and Recreation Plan

As outlined in the Village 7 Specific Plan, parks and open space facilities provide a full range of active and passive recreational opportunities for residents. Parks are sited strategically throughout the community, with typically at least one park space provided within each neighborhood, placing these amenities in walkable distance from most homes. Several types of park and recreation facilities are planned, which include a community park, neighborhood parks, mini parks, linear parkways, and paseos. The location of these facilities is illustrated in Figure 6-1 of the Village 7 Specific Plan. Preliminary programming for each category of facility is outlined ion Table 3-2, below, which is illustrative and is not intended to be the final program for each park.

The elementary school site includes 8.0 acres of public park that receives Quimby Credit. Refer to Table 3-1 Zoning Summary and Figure 3-1 Zoning for more detail. Refer also to the Lincoln Village 7 Specific Plan for additional information.

For additional information regarding parkland requirements, credits, and acreage provided for each of the Planning Areas within Village 7, refer to Section 6.2 of the Village 7 Specific Plan.

Table 3-2: Programming for Park and Recreation Facilities

PARK AMENITIES MENU *(Actual site-specific park amenities may vary and will be determined at time of park development)*	Community Park	Neighborhood Park	Mini Park
Picnic / BBQ	X	X	X
Tot Lot Play Equipment	X	X	X
Adventure Play Equipment		X	
Parking Lot	X		
On-Street Parking		X	X
Pavillion / Picnic Shelter	X	X	
Multi-use Trail	X	X	
Basketball Court	X	X	X
Soccer Field	X	X	
Baseball / Softball Field	X	X	
Volleyball Court	X	X	
Multi-use Turf Area		X	X
Restrooms	X		
Drinking Fountain	X	X	X
Site Furnishings (benches, trash)	X	X	X
Security Lighting	X	X	X
Interpretive Signage	X	X	
Bocce Ball	X	X	
Pickleball Courts	X	X	
Game Area	X	X	X

3.5.1. Community Park

Village 7 includes a ~~20.5-acre~~ Community Park site along the western edge of the Plan Area, adjacent to Ingram Slough. The preliminary programming for this park includes facilities for both active and passive recreation. This could include active playfields for organized sports such as baseball and soccer, sports courts, pedestrian and bicycle trails, informal turf areas, seating and picnic facilities, and other amenities. The community park will be connected to the residential neighborhoods through the pedestrian and bicycle trail system.

3.5.2. Neighborhood Park

Village 7 provides several neighborhood parks throughout the community, including a park at the school site. ~~.~~ A range of both active and passive recreation is planned, including play areas for children, areas for organized sports, picnic areas, and flexible opportunities for small to large groups of people to gather and recreate. In addition, a portion of the site north of Ferrari Ranch Road could be used to accommodate a fire station or other public building type use for the City of Lincoln.

~~A portion of the school site is intended to be a joint use park and as such, receives Quimby credit. Refer to the Lincoln Village 7 Specific Plan, Chapter 6 Public Services Plan for more detail.~~

3.5.3. Mini Parks

As identified on Figure 3-18, several smaller mini parks are planned throughout the ~~community, and~~community and build upon the Parks and Recreation Plan provided in the Village 7 Specific Plan. These facilities are sited within residential neighborhoods to create a central public space for residents to gather, socialize, and recreate. While the individual design and programming of each park may differ, they are all intended to provide both active and passive recreation facilities, including elements such as tot lots, active ball fields, turf areas for informal play, picnicking facilities, and similar elements. In addition, each park provides connections to the pedestrian/bicycle mobility system via linear parkways and paseos.

Park locations and sizes are conceptual and subject to change; final park location, size, design, and programming will be determined by the City. For conceptual park designs, see the Village 7 Specific Plan Section 6.2.3.

3.5.4. Linear Parkways

The landscaped corridors along Ferrari Ranch Road, Liberty Parkway (formerly ~~the~~ Central Boulevard), Shallus Boulevard, and Moore Road will be developed as linear parkways. The Village 7 Specific Plan designates these elements as Open Space. Linear parkways will have both active and passive recreational value. Depending on the location, linear parkways vary in width and provide an acoustical separation for residential areas, in addition to creating a scenic edge that reinforces Village 7's community identity. These corridors include multi-use paths that provide pedestrian and bikeway linkages to each of the residential neighborhoods.

Conceptual plans for linear parkways are illustrated in Section 5 of the Village 7 Specific Plan; alternative designs are also possible and may be considered at time of Tentative Map. Final design, planting plans, and recreational amenities will be determined by the City during review of improvement plans for roadway construction.

As a part of the Project's on-going participation with the Placer County Conservation Plan (PCCP) for preservation of high-quality open space lands, and to offset the reduced acreage of PCCP-deemed lessor quality open space in the Aitken Ranch and Scheiber portions of the project, approximately 29.1 acres of additional open space (including 9.2 acres of parkland dedication) are provided in the Lincoln Village 5 Specific Plan Area, adjacent to the Lincoln Village 7 Specific Plan Area boundary. Portions of this area have been re-designated and re-zoned via separate and concurrent Specific Plan and General Development Plan Amendments.

Additionally, as a component of the Village 7 Specific Plan, a 162.0-acre offsite preserve was established immediately west of the plan area and north of the City of Lincoln Wastewater Treatment and Reclamation Facility. The establishment of the preserve was required to mitigate wetland and species impacts associated with the development of Village 7. The preserve area is not a part of an existing or planned specific plan area but contributes to the Village 7 total open space allocation of 50.7% which exceeds the required 40% of allocated open space.

Refer to Lincoln Village 7 Specific Plan Section 4.6.3 for additional detail.

3.6 Natural Resources Preservation Plan

Wetlands, and their associated hydrology, are an important environmental component that shapes the character and function of Village 7. A fundamental principle of the Village 7 Specific Plan is to preserve and enhance the biological value of wetland resources where feasible.

This GDP focuses on wetland resources in the participating planning area (see Figure 1-2). As other planning areas are incorporated into this GDP, the appropriate technical studies and plans specific to that planning area's natural

resources will be prepared and addressed.

3.6.1. Open Space Preserves

Portions of the plan area are set aside for the preservation of open space resources, including wetlands, drainages, grasslands, and riparian woodlands. To the extent permitted by the regulatory agencies, public access to the preserves may be permitted so residents may enjoy the natural environment.

Use of the open space preserves will be subject to the conditions outlined in the Operations and Management Plan (O&M Plan) prepared for the planning areas and approved by the regulatory resource agencies. (For additional information see "Preservation Guidelines" in this Section, and Section 8 of the Lincoln Village 7 Specific Plan.)

Wetland Features

A wetlands delineation for the planning areas will be required and will also need to be verified by the U.S. Army Corps of Engineers (Corps). Many of the wetlands occur as isolated basins, others are associated with interconnected drainages that occur throughout the site.



Section 404 of the Clean Water Act requires that permits be obtained from the Army Corps of Engineers for activities associated with the discharge of dredged or fill materials into wetlands.

Wetland Preservation and Compensation Program



A Village 7 goal is no net loss of wetland functions or values, and as such, the plan preserves large, contiguous open space areas to allow for the restoration of Ingram Slough and preservation of wetlands and other habitat within the Lewis Property. Due to development constraints, not all wetland features can be feasibly avoided.

Jurisdictional wetlands will be preserved within permanent open space. Wetland features will be unavoidably affected by the development. The proposed mitigation for these impacted wetlands will be through a combination of the following.

1. On-site wetland creation/ restoration along Ingram Slough
2. Off-site mitigation through purchase of habitat credits.

Lewis Property: *A USFWS Biological Opinion was issued on 11/30/17. A wetlands delineation was verified by the Corps; the wetland delineation identified a total of 30.63 acres of waters of the United States as regulated under the Clean Water Act.*
A 404 Permit issued by the United States Army Corps of Engineers (Corps) was issued on 11/27/18 to fill wetland features that are not avoided in Village 7's development.
Mitigation of impacted wetlands on the property is achieved through the following.

1. *Preservation of 38.6 acres of wetlands within the on-site open space preserves.*
2. *Purchase of 9.72 acres of wetland mitigation credits from Antonio Mountain Ranch wetland mitigation bank directly south of Lincoln Village 7.*
3. *Preservation of 24.2 acres of wetlands and species habitat by recording a conservation easement over 162 acres of property to the west of Lincoln Village 7.*

Principles for On-Site Preservation and Restoration

The Ingram Slough corridor encompasses a contiguous open space preserve that will protect the most significant habitats on the site. Ingram Slough has been significantly modified over the years to convey irrigation water for agricultural purposes but has high restoration potential.

The preservation of Ingram Slough establishes a contiguous multi-functional open space corridor linking the planning area to existing open space areas along the western edge of the City of Lincoln that will achieve the following.

1. Provide improved habitat
2. Preserve watershed integrity
3. Facilitate the movement of wildlife between preserve areas
4. Provide flood control protection
5. Present opportunities for trail connections and passive recreation
6. Accommodate water quality treatment

Preservation Guidelines

The following guidelines shall be implemented to ensure that the Open Space Preserves are maintained ~~consistent~~consistently with the vision of the Village 7 Specific Plan.

Lewis Property: *An O&M Plan has been prepared and approved by the regulatory agencies.*

1. An Operations and Management Plan (O&M Plan) for the non-participating planning areas will need to be adopted and approved by the regulatory agencies, which shall specify the permitted activities and features within the open space preserves, addressing at a minimum, fire/fuel modification zones, mowing activities, grading/ construction activities, pedestrian/bikeway paths, storm drainage systems (including outfall locations and the transfer of storm water to receiving waters), and other permitted and prohibited activities.
2. All wetland compensation measures approved by the U.S. Army Corps of Engineers in the appropriate Section 404 Permit for each planning area shall be implemented.
3. One or more Community Facilities Districts (CFD) will be established to help fund the construction and/or acquisition of backbone infrastructure and facilities within Village 7. (See Village 7 Specific Plan Section 9.6 for details.)
4. All-weather pedestrian/bicycle paths may be permitted in certain areas of the open space preserves to link the Plan Area's various park and open space amenities. The path's design shall conform to the standards specified in Section 3.4.B of the Village 7 General Development Plan.

~~4.~~

The path may also be used as an access route for the maintenance, management, and policing of the open space preserves. The design and location of the pathway system shall be consistent with any approved O&M Plan.

5. Irrigation systems in developed areas adjacent to the open space preserves shall be designed so that no direct untreated irrigation water reaches any portion of the Preserve. As permitted by State and Federal regulatory agencies and as outlined in an applicable O&M Plan, non-point source sheet flow from adjacent land uses will be allowed to pass through designated areas as a means of water quality treatment prior to discharge in the drainage channels.
6. Areas within the open space preserves that were disturbed through permitted construction activities shall be re-planted with native vegetation.
7. Development adjacent to the open space preserves, or any activity within them, shall comply with the mitigation measures outlined in the Village 7 Specific Plan Project EIR.

3.7 Public Services Development

Development within Village 7 is subject to policies set forth in the Public Services and Facilities Element of the General Plan, as well as Section 6, Public Services, of the Village 7 Specific Plan. At full buildout, Village 7 provides 100% of all park facilities needed to serve its residents, as well as an elementary school site for new students generated through the development of the community. Public services with respect to Police, Fire, and Library facilities, will be provided by the City of Lincoln.

3.8 Utilities Development

Development within Village 7 is subject to policies set forth in the Public Services and Facilities Element of the General Plan, as well as Section 7, Utilities, of the Village 7 Specific Plan. The Specific Plan provides a comprehensive utilities plan for the services needed to support the buildout of the project's envisioned land uses. For water, reclaimed water, wastewater, drainage, dry utilities, and solid waste, the Village 7 Specific Plan describes all existing facilities, anticipated demand for new or expanded facilities, and the nature and location of all proposed facilities. In addition, the Village 7 GDP includes a Phasing Plan (in Section 8) that illustrates the sequencing for the construction of utilities.


VILLAGE 7
General Development Plan

VILLAGE 7
General Development Plan

4 Permitted Uses & Development Standards

4.1 Overview

This section provides Village 7's essential zoning regulations, outlining the permitted uses and development standards for residential, commercial, park, and open space parcels. These regulations provide specific standards for future development projects and are crafted in a manner that responds to the design principles in the Land Use Regulatory Guide (Section 3). The intent is to provide a clear and concise set of regulations that builders, property owners, and City staff can use to implement the Village 7 GDP.

4.1.1 Relationship to Zoning Ordinance

A Planned Development (PD) zoning designation is applied to parcels that have City-approved entitlements for development. Pursuant to the City's Zoning Ordinance, this allows the uses and standards to be defined by this General Development Plan. To that end, this section builds upon the City's Zoning Ordinance and provides a comprehensive set of development regulations for the planning areas subject to this GDP.

The development regulations herein have a greater level of detail, and provide for a higher degree of implementation flexibility, than the City's Zoning Ordinance. Therefore, as specified in this section for each use type, the GDP's standards are intended to replace the City's Zoning Ordinance and serve as the zoning regulations for Village 7. Recognizing that the GDP's standards are not all-inclusive, where this document is silent, the City's Zoning Ordinance shall prevail. Where appropriate for the various use types outlined in this section, references are provided for applicable sections of the City's Zoning Ordinance.

4.1.2 Implementation Philosophy

A certain level of flexibility and creativity is envisioned for the implementation of the development standards provided in this section. Given the dynamic nature of potential uses and the continually evolving types of housing products and buildings, a "one size fits all" design approach is not desirable or practical for the development. Such an approach would curtail the creativity needed to meet the community design principles outlined in the Land Use Regulatory Guide.

To this end, the development standards outlined in this section are to be applied in close coordination with the community design elements in Section 3 and the design guidelines in Sections 5 and 6. Where the development standards provide minimum criteria for each development (setbacks, building height, lot coverage, etc.), these other sections provide a specific design guidance to ensure that a high-quality community, consistent with the overarching Specific Plan vision, will be developed through implementation of this GDP.

4.2 Residential Development

Several residential village neighborhoods are geographically defined within Village 7, with each anchored by a village green that provides a central park space for residents. Four residential land use designations are specified in the Village 7 GDP:

1. **Village Country Estates (VCE)**
   1.0 to 2.9 dwelling units per acre (du/ac)

2. **Village Low Density Residential (VLDR)**
   3.0 to 5.9 dwelling units per acre (du/ac~~)~~

   (F) ~~(Except as noted herein and in the Lincoln Village 7 Specific Plan for Flex Designated Parcels)~~

3. **Village Medium Density Residential (VMDR)**
   6.0 to 12.9 dwelling units per acre (du/ac)

4. **Village Medium High Density Residential (VMHDR)**
   6.0 to 18.0 dwelling units per acre (du/ac)

   (F) ~~(Except as noted herein and in the Lincoln Village 7 Specific Plan for Flex Designated Parcels)~~

~~4.~~5. **Village High Density Residential (VHDR)**

13 and above dwelling units per acre (du/ac)

Consistent with the Land Use Regulatory Guide, the residential development standards are structured to create neighborhoods that emphasize enhanced streetscapes, variable front yard setbacks, and alternative garage orientation options, including the use of rear-access garage lanes. This will provide for a mix of new and traditional housing types including small-lot single family homes, innovative attached and detached medium-density housing products, and higher density multi-family homes.

The development standards are modeled after a form-based zoning code and are closely integrated with the Land Use Regulatory Guide in Section 3. Together, these standards direct the physical form of the residential neighborhoods by guiding both neighborhood design and home design, and how the edge between the public and private realms is defined. The standards and guidelines include provisions that direct living spaces to the street, garages to the rear, and encourage porches and other architectural elements that will activate the relationship between the public and private spaces.

4.2 1 Permitted Uses for Residential Parcels

As noted in the table below, the following uses shall be permitted or conditionally permitted on residential parcels subject to this GDP. Uses not specifically permitted but allowed in equivalent residential districts elsewhere in the City of Lincoln, may be allowed at the discretion of the Community Development Director, provided the use is consistent with the intent and purpose of this GDP and is compatible with adjacent land uses

.

Table 4-1: Residential Permitted Uses

P = Permitted by right;
C = Conditionally Permitted

1 Where applicable, uses within an established overflight zone must be reviewed by the Placer County Transportation Planning Agency to ensure compliance with the Placer County Airport Land Use Compatibility Plan, dated October 25, 2000

2 Refer to Village 7 Specific Plan Section 4.6 for more detail.

~~2 VHDR is permitted in select VLDR and/or VMDR~~

Use	VCE[1]	VLDR~~[3]~~	VMDR	~~VMDR~~V MHDR~~[3]~~	VHDR
Single-family residential	P	P	P	P	--
Two-family residential	--	P	P	P	P
Multi-family residential	--	~~P~~ -- ~~--~~	P	P	P
Accessory uses and structures, per LMC Chapter 18.36	P	P	P	P	P
Home occupations, consistent with LMC Chapter 18.62	P	P	P	P	P
Community & public facilities	P	P	P	P	C
Churches	C	C	C	C	C

Public utility facilities, per LMC Chapter 18.36	P	P	P	P	P	
Private Schools	C	C	C	C	C	
Public Schools [2]	P	P	P	P	P	
Recreation facilities	P	P	P	P	P	
Day care facilities	--	C	C	C	C	
Temporary model homes	P	P	P	P	P	
Temporary construction offices	P	P	P	P	P	

4.2.2 Residential Development Standards

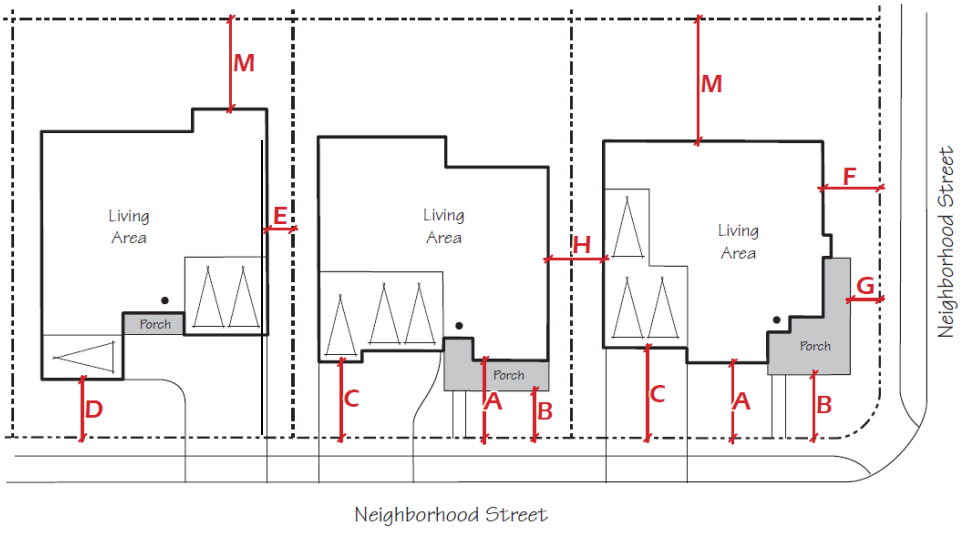
The following development standards provide for the development of single-family homes. They can be applied to Village Country Estate, Village Low-Density, Village Medium-Density, Village Medium High-Density, and Village High-Density Residential areas, provided that the resulting gross density of each large lot parcel is [illegible] its applied land use designation. Housing prototypes are [illegible] to support these standards to illustrate the types of housing pr[illegible]uld be permitted through the flexible application of these st[illegible]

~~Where VHDR is developed in VLDR and/or VMDR designations, applicable VHDR Development Standards and permitted uses shall apply relative to the desired development/product type.~~

Table 4-2: Front Loaded Estate Homes (70'x100')

Lot Size and Building Intensity	
Lot Area (minimum)	7,000 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	70'
Width, Knuckle or Cul-De-Sac (min)	50'
Width, Corner Lot (min)	75'
Depth (min)	100'
Building Height	
Height (maximum) [2]	35'
Walls, Fences, and Hedges (max. height)	
On front and street side property line [3]	3'
On interior and rear property line [4]	6'
Parking	
Spaces required per unit [5]	2

Front/ Street Minimum Setback [1,6]	
A: To living area	20'
B: To porch, stoop, or patio	15'
C: To garage door (facing primary street)	20'
D: To side wall of swing garage	15'
Side Setback/ Min. Building Separation [1,6]	
E: Interior side	5'
F: Street side to main structure	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	10'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	N/A
Rear Setback [1,6]	
M: Main structure or garage	15'
Patio cover or second story deck	10'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Front Loaded Estate Homes (70'x100')

1 Setbacks measured from property line. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

2 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

3 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

4 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

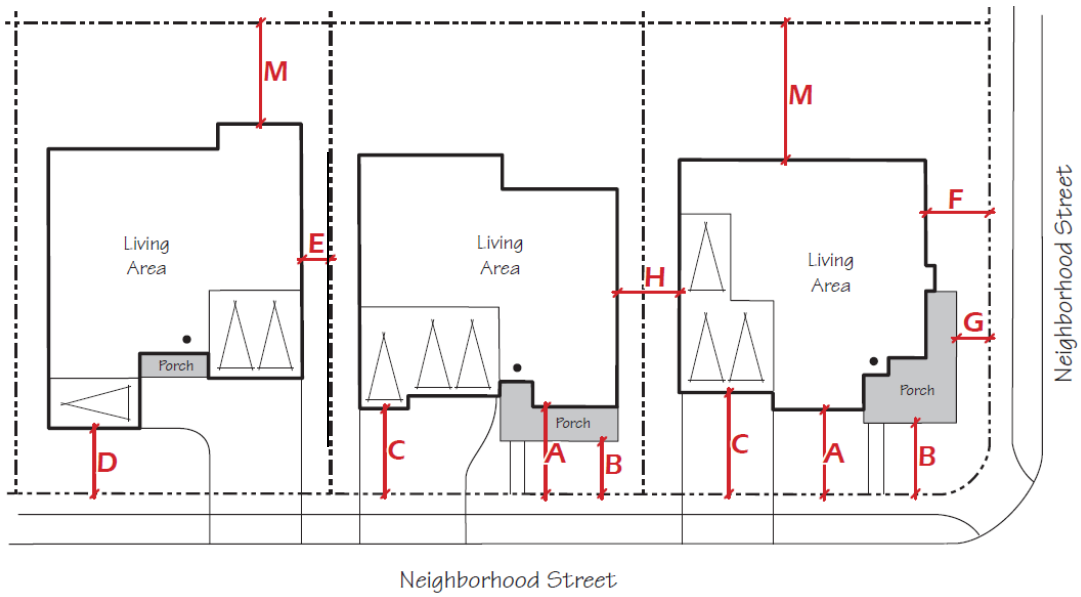
5 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

6 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-3: Front Loaded Villa Homes (60'x100')

Lot Size and Building Intensity	
Lot Area (minimum)	6,000 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	60'
Width, Knuckle or Cul-De-Sac (min)	50'
Width, Corner Lot (min)	65'
Depth (min)	100'
Building Height	
Height (maximum) [2]	35'
Walls, Fences, and Hedges (max. height)	
On front and street side property line [3]	3'
On interior and rear property line [4]	6'
Parking	
Spaces required per unit [5]	2

Front/ Street Minimum Setback [1,6]	
A: To living area	15'
B: To porch, stoop, or patio	10'
C: To garage door (facing primary street)	20'
D: To side wall of swing garage	15'
Side Setback/ Min. Building Separation [1,6]	
E: Interior side	5'
F: Street side to main structure	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	10'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	N/A
Rear Setback [1,6]	
M: Main structure or garage	15'
Patio cover or second story deck	10'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Front Loaded Villa Homes (60'x100')

1 Setbacks measured from property line. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

2 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

3 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

4 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

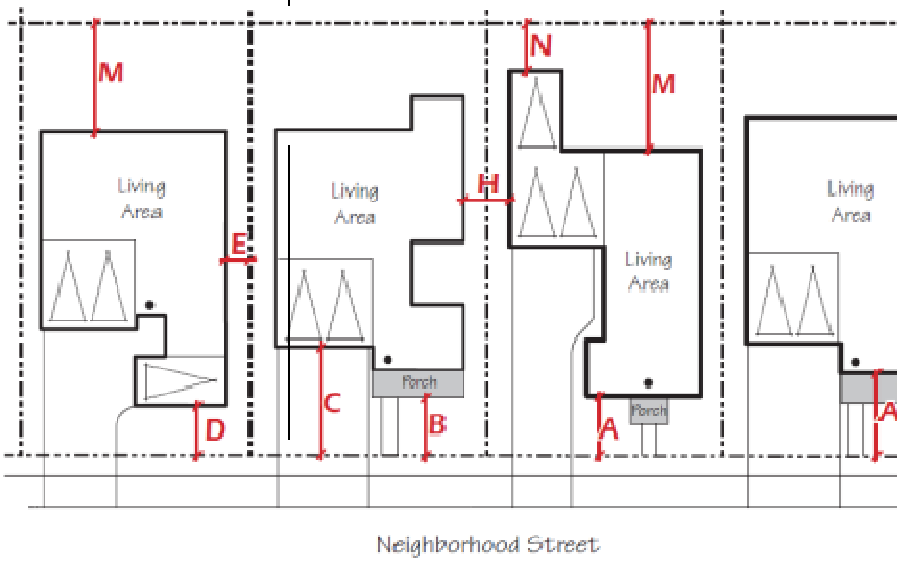
5 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

6 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-4: Front Loaded Villa Homes (50'x100' & 50'x 105')

Lot Size and Building Intensity	
Lot Area (minimum)	5,000 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	50'
Width, Knuckle or Cul-De-Sac (min)	30'
Width, Corner Lot (min)	55'
Depth (min)	100'
Building Height	
Height (maximum) [2]	35'
Walls, Fences, and Hedges (max. height)	
On front and street side property line [3]	3'
On interior and rear property line [4]	6'
Parking	
Spaces required per unit [5]	2

Front/ Street Minimum Setback [1,6]	
A: To living area	15'
B: To porch, stoop, or patio	10'
C: To garage door (facing primary street)	18'
D: To side wall of swing garage	10'
Side Setback/ Min. Building Separation [1,6]	
E: Interior side	5'
F: Street side to main structure	10'
G: Street side to porch, stoop, or patio	10'
H: Between main structures side to side	10'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	N/A
Rear Setback [1,6]	
M: Main structure	15'
N: Garage (single-story plate line)	10'
Patio cover or second story deck	5'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Front Loaded Villa Homes (50'x100')

1 Setbacks measured from property line. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

2 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

3 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

4 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

5 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

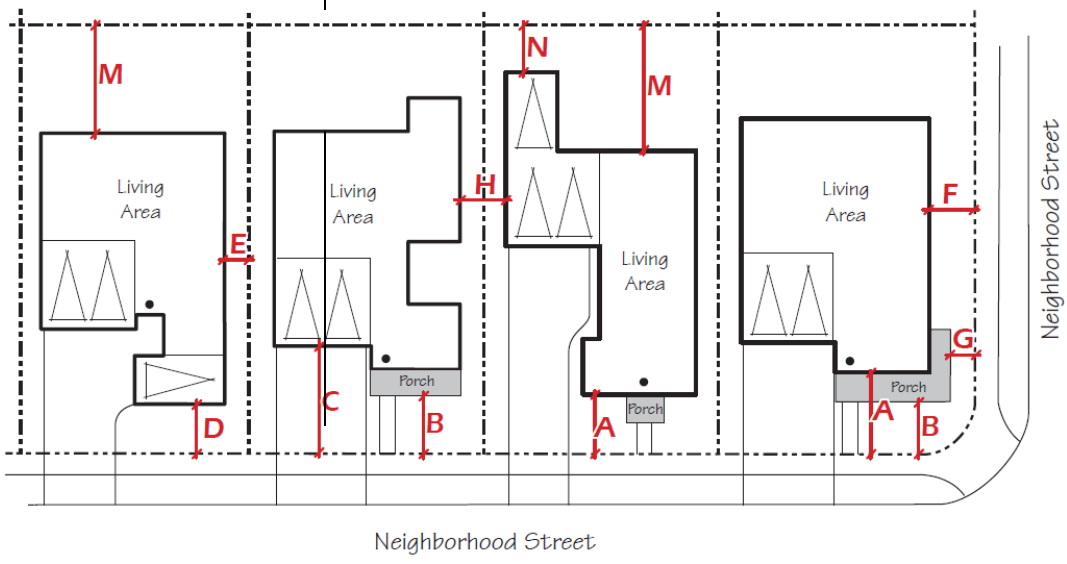
6 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-5: Front Loaded Villa Homes (50'x90' & 50'x95')

Lot Size and Building Intensity	
Lot Area (minimum)	4,500 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	50'
Width, Knuckle or Cul-De-Sac (min)	30'
Width, Corner Lot (min)	55'
Depth (min)	90'
Building Height	
Height (maximum) [2]	35'

Walls, Fences, and Hedges (max. height)	
On front and street side property line [3]	3'
On interior and rear property line [4]	6'
Parking	
Spaces required per unit [5]	2

Front/ Street Minimum Setback [1]	
A: To living area	15'
B: To porch, stoop, or patio	10'
C: To garage door (facing primary street)	18'
D: To side wall of swing garage	10'
Side Setback/ Min. Building Separation [1]	
E: Interior side	5'
F: Street side to main structure	10'
G: Street side to porch, stoop, or patio	10'
H: Between main structures side to side	10'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	N/A
Rear Setback [1]	
M: Main structure	10'
N: Garage (single-story plate line)	10'
Patio cover or second story deck	5'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Front Loaded Villa Homes (50'x90')

1 Setbacks measured from property line. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

2 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

3 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

4 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

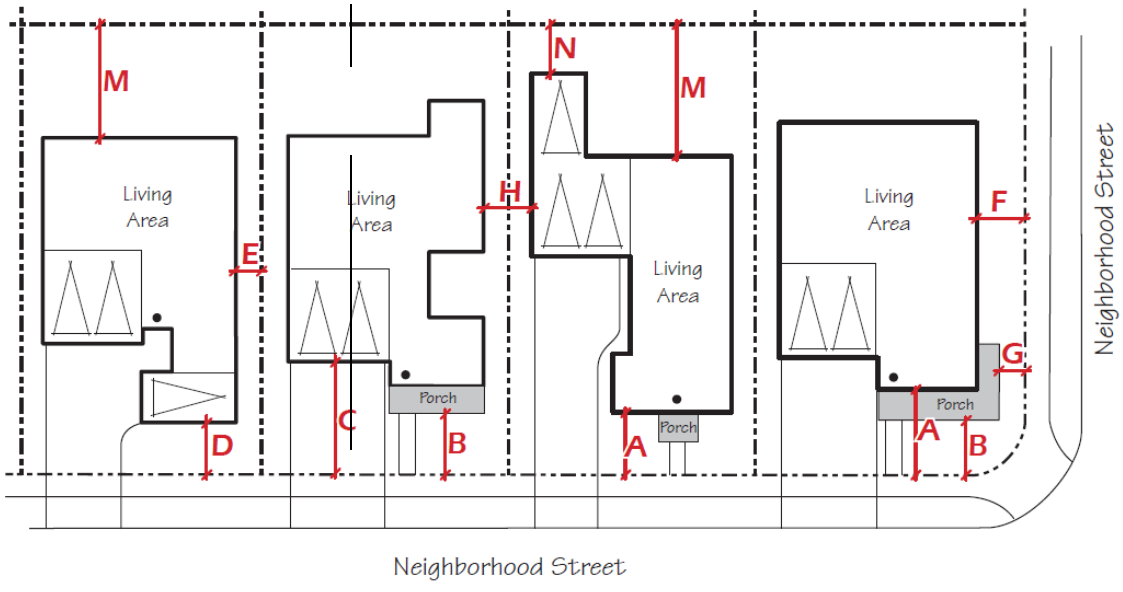
5 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

6 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-6: Front Loaded Villa Homes (50'x80' & 50'x 85')

Lot Size and Building Intensity	
Lot Area (minimum)	4,000 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	50'
Width, Knuckle or Cul-De-Sac (min)	30'
Width, Corner Lot (min)	55'
Depth (min)	80'
Building Height	
Height (maximum) [2]	35'
Walls, Fences, and Hedges (max. height)	
On front and street side property line [3]	3'
On interior and rear property line [4]	6'
Parking	
Spaces required per unit [5]	2

Front/ Street Minimum Setback [1,6]	
A: To living area	15'
B: To porch, stoop, or patio	10'
C: To garage door (facing primary street)	18'
D: To side wall of swing garage	10'
Side Setback/ Min. Building Separation [1,6]	
E: Interior side	5'
F: Street side	10'
G: Street side to porch, stoop, or patio	10'
H: Between main structures side to side	10'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	N/A
Rear Setback [1,6]	
M: Main structure	10'
N: Garage (single-story plate line)	10'
Patio cover or second story deck	5'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Front Loaded Villa Homes (50'x80')

1 Setbacks measured from property line. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

2 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

3 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

4 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

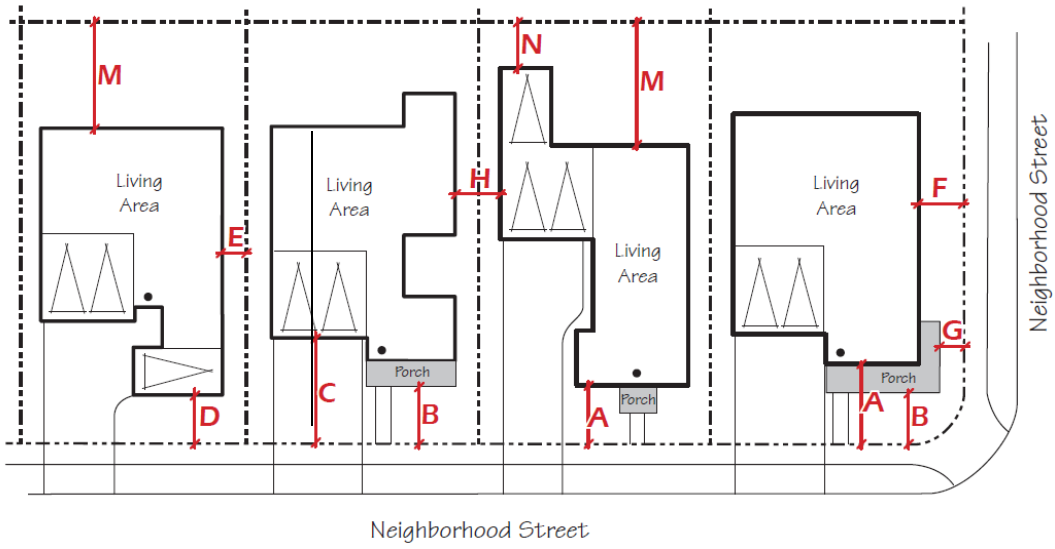
5 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

6 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-7: Front Loaded Villa Homes (55'x80' & 55'x85')

Lot Size and Building Intensity	
Lot Area (minimum)	4,400 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	55'
Width, Knuckle or Cul-De-Sac (min)	30'
Width, Corner Lot (min)	60'
Depth (min)	80'
Building Height	
Height (maximum) [2]	35'
Walls, Fences, and Hedges (max. height)	
On front and street side property line [3]	3'
On interior and rear property line [4]	6'
Parking	
Spaces required per unit [5]	2

Front/ Street Minimum Setback [1]	
A: To living area	15'
B: To porch, stoop, or patio	10'
C: To garage door (facing primary street)	18'
D: To side wall of swing garage	10'
Side Setback/ Min. Building Separation [1]	
E: Interior side	5'
F: Street side	10'
G: Street side to porch, stoop, or patio	10'
H: Between main structures side to side	10'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	N/A
Rear Setback [1]	
M: Main structure	10'
N: Garage (single-story plate line)	10'
Patio cover or second story deck	5'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Front Loaded Villa Homes (55'x80')

1 Setbacks measured from property line. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

2 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

3 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

4 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

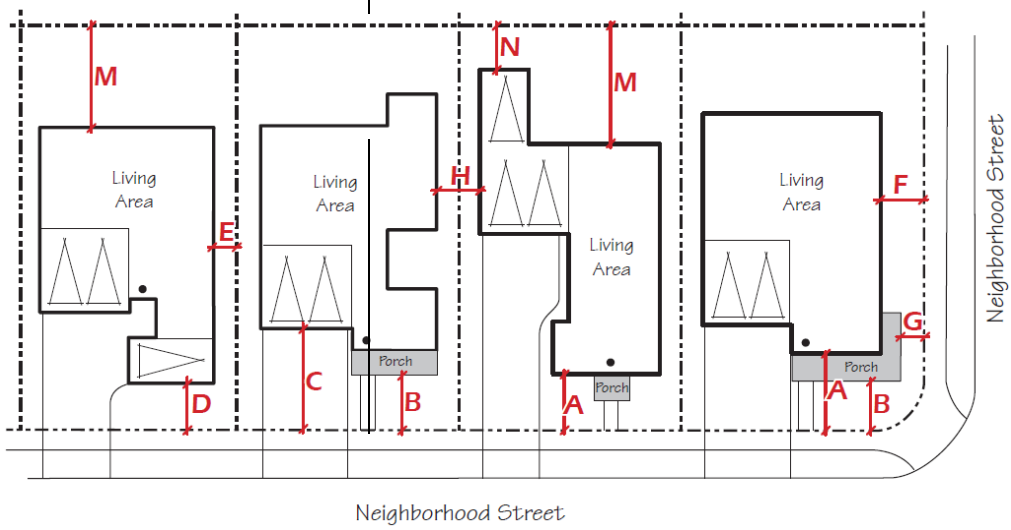
5 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

6 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-8: Front Loaded Villa Homes (45'x80' & 45'x85')

Lot Size and Building Intensity	
Lot Area (minimum)	3,600 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	45'
Width, Knuckle or Cul-De-Sac (min)	20'
Width, Corner Lot (min)	50'
Depth (min)	80'
Building Height	
Height (maximum) [2]	35'
Walls, Fences, and Hedges (max. height)	
On front and street side property line [3]	3'
On interior and rear property line [4]	6'
Parking	
Spaces required per unit [5]	2

Front/ Street Minimum Setback [1,6]	
A: To living area	15'
B: To porch, stoop, or patio	10'
C: To garage door (facing primary street)	18'
D: To side wall of swing garage	10'
Side Setback/ Min. Building Separation [1,6]	
E: Interior side	5'
F: Street side	10'
G: Street side to porch, stoop, or patio	10'
H: Between main structures side to side	10'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	N/A
Rear Setback [1,6]	
M: Main structure	10'
N: Garage (single-story plate line)	10'
Patio cover or second story deck	5'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Front Loaded Villa Homes (45'x80')

1 Setbacks measured from property line. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

2 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

3 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

4 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

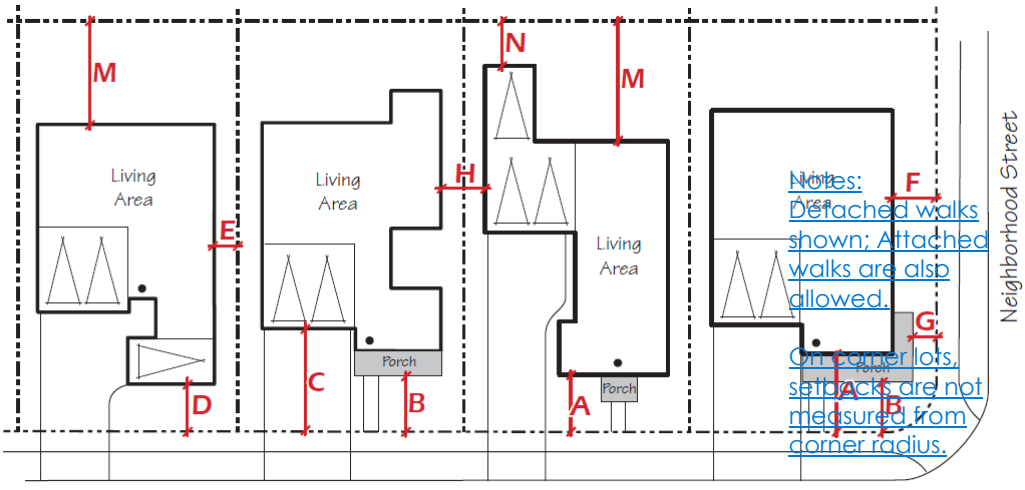
5 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

6 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Villa Homes (40'x90' & 40'x95')

ity	
	3,600 sf
	60%
	40'
ac (min)	20'
	45'
	90'
	35'
(max. height)	
operty line [3]	3'
ty line [4]	6'
	2

Front/ Street Minimum Setback [1]	
A: To living area	15'
B: To porch, stoop, or patio	10'
C: To garage door (facing primary street)	18'
D: To side wall of swing garage	10'
Side Setback/ Min. Building Separation [1]	
E: Interior side	3.5'
F: Street side	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	7'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	N/A
Rear Setback [1]	
M: Main structure	10'
N: Garage (single-story plate line)	10'
Patio cover or second story deck	5'



Notes:
Detached walks shown; Attached walks are also allowed.
On corner lots, setbacks are not measured from corner radius.

Footnotes for Front Loaded Villa Homes (40'x90')

1 Setbacks measured from property line. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

2 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

3 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

4 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

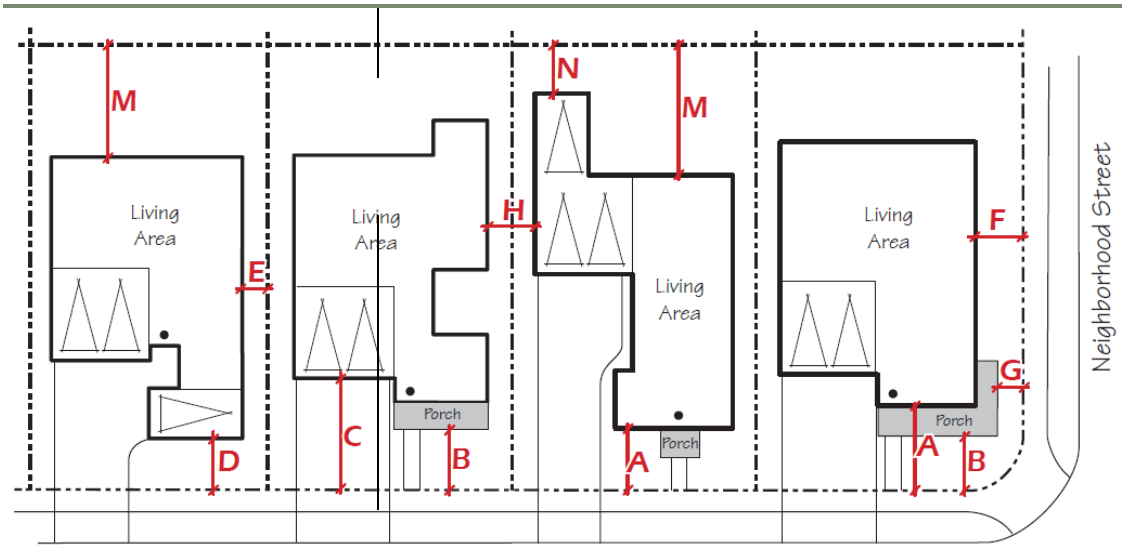
5 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

6 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-10: Front Loaded Villa Homes (45'x67' & 45'x72')

Lot Size and Building Intensity	
Lot Area (minimum)	3,375 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	45'
Width, Knuckle or Cul-De-Sac (min)	20'
Width, Corner Lot (min)	50'
Depth (min)	67'
Building Height	
Height (maximum) [2]	35'
Walls, Fences, and Hedges (max. height)	
On front and street side property line [3]	3'
On interior and rear property line [4]	6'
Parking	
Spaces required per unit [5]	2

Front/ Street Minimum Setback [1,6]	
A: To living area	15'
B: To porch, stoop, or patio	10'
C: To garage door (facing primary street)	18'
D: To side wall of swing garage	10'
Side Setback/ Min. Building Separation [1,6]	
E: Interior side	5'
F: Street side	10'
G: Street side to porch, stoop, or patio	10'
H: Between main structures side to side	10'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	N/A
Rear Setback [1,6]	
M: Main structure	10'
N: Garage (single-story plate line)	10'
Patio cover or second story deck	5'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Front Loaded Villa Homes (45'x67')

1 Setbacks measured from property line. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

2 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

3 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

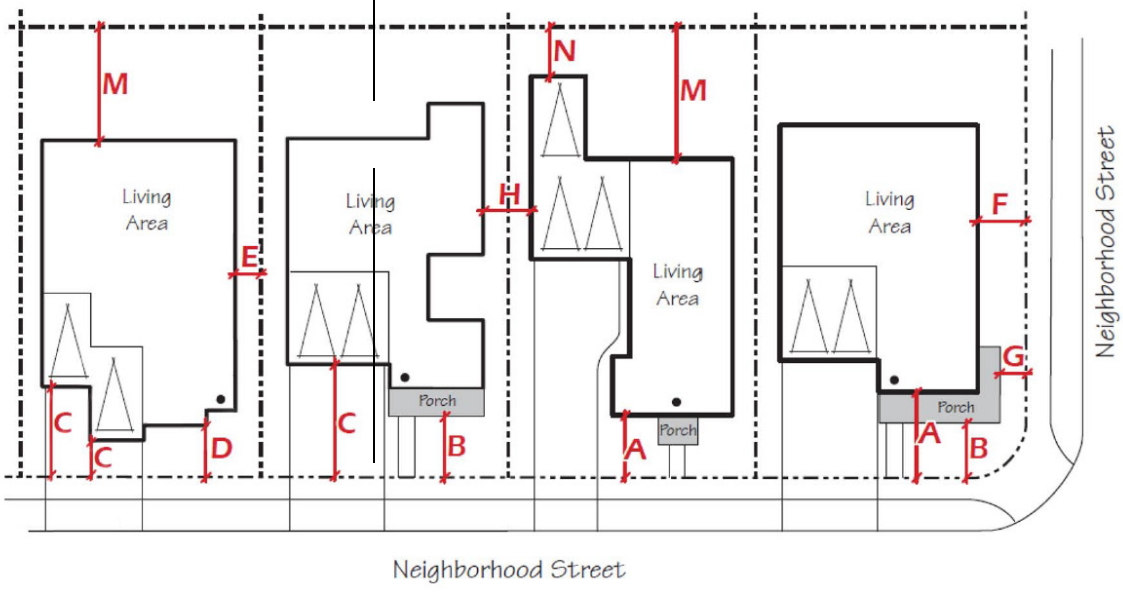
4 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

5 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

6 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-11: Front Loaded Villa Homes (50'x50')

Lot Size and Building Intensity		**Front/ Street Minimum Setback** [1, 7]	
Lot Area (minimum)	2,500 sf	**A:** To living area	5'
Site Coverage (maximum)	60%	**B:** To porch, stoop, or patio	5'
Width, Interior Lot (min)	50'	**C:** To garage door (facing primary street) [6]	≤10 or ≥18
Width, Knuckle or Cul-De-Sac (min)	30'	**D:** To side wall of swing garage	5'
Width, Corner Lot (min)	55'	**Side Setback/ Min. Building Separation** [1, 7]	
Depth (min)	50'	**E:** Interior side	4'
Building Height		**F:** Street side	10'
Height (maximum) [2]	35'	**G:** Street side to porch, stoop, or patio	10'
Walls, Fences, and Hedges (max. height)		**H:** Between main structures side to side	8'
On front and street side property line [3]	3'	**I:** Between main structures front to front	N/A
On interior and rear property line [4]	6'	**J:** Between main structures front to side	N/A
Parking		**K:** Between main structures rear to rear	N/A
Spaces required per unit [5]	2	**L:** Garage door to garage door	N/A
		Rear Setback [1, 7]	
		M: Main structure	5'
		N: Garage (single-story plate line)	5'
		Patio cover or second story deck	5'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Front Loaded Villa Homes (50'x50')

1 Setbacks measured from property line. Architectural projections may extend a maximum of 3 feet into a front, rear and street side (but not the interior side) setback area, however, in no case shall such projection encroach into the PUE or be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

2 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

3 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

4 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

5 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

6 Garage setback depends on the type of residential product designed. If driveway apron is provided (no parking) then garage setback/apron shall be 10' maximum. If standard driveway is provided (parking allowed) then driveway shall be 18' minimum.

7 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

d Detached Homes (50'x110') [1]

ity	
	5,500 sf
	60%
	50'
ac (min)	30'
	55'
	100'
	35'
(max. height)	
operty line [5]	3'
ty line [6]	6'
	2

Front/ Street Minimum Setback [2, 8]	
A: To living area	15'
B: To porch, stoop, or patio	10'
C: To garage door (facing primary street)	N/A
D: To side wall of swing garage	N/A
Side Setback/ Min. Building Separation [2, 8]	
E: Interior side	5'
F: Street side to main structure	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	10'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	30'
L: Garage door to garage door	30'
Rear/ Lane Setback [2, 3, 8]	
M: Main structure or garage	5'
Patio cover or second story deck	5'



Notes:
Detached walks shown; Attached walks are also allowed.
On corner lots, setbacks are not measured from corner radius.

Footnotes for Lane Loaded Detached Homes (50'x110')

1 Minimum lot dimensions, front yard, rear yard, side yard, and garage setback requirements, and building coverage standards, not applicable to condominium style development. Pursuant to the terms provided in Section 8 for minor revisions to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product type. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

3 Measured from edge of garage lane.

4 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

5 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

6 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study; maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

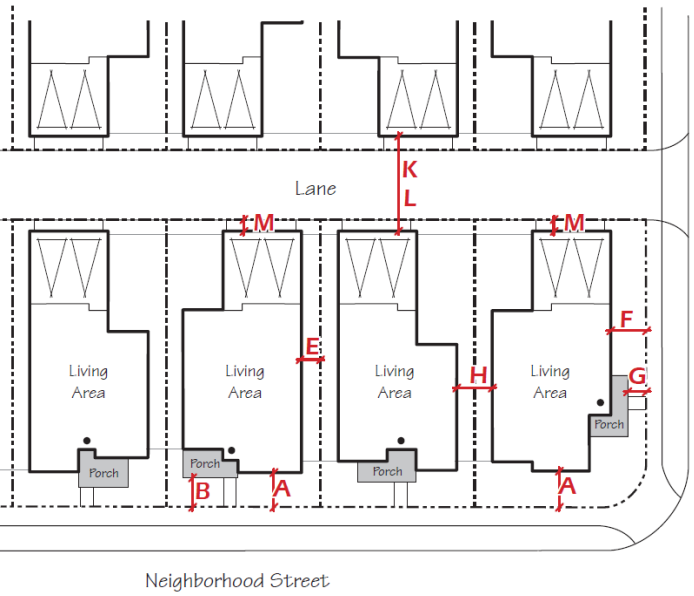
7 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

8 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

d Detached Homes (40'x80')

ity	
	3,200 sf
	60%
	40'
ac (min)	35'
	45'
	80'
	35'
(max. height)	
operty line [5]	3'
ty line [6]	6'
	2

Front/ Street Setback [2, 8]	
A: To living area	10'
B: To porch, stoop, or patio	5'
C: To garage door (facing primary street)	N/A
D: To side wall of swing garage	N/A
Side Setback/ Min. Building Separation [2, 8]	
E: Interior side	3.5'
F: Street side	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	7'
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	30'
L: Garage door to garage door	30'
Rear/ Lane Setback [2, 3, 8]	
M: Main structure or garage	5'
Patio cover or second story deck	5'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Lane Loaded Detached Homes (40'x80')

1 Minimum lot dimensions, front yard, rear yard, side yard, and garage setback requirements, and building coverage standards, not applicable to condominium style development. Pursuant to the terms provided in Section 8 for minor revisions to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product type. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

3 Measured from edge of garage lane.

4 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

5 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

6 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study; maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

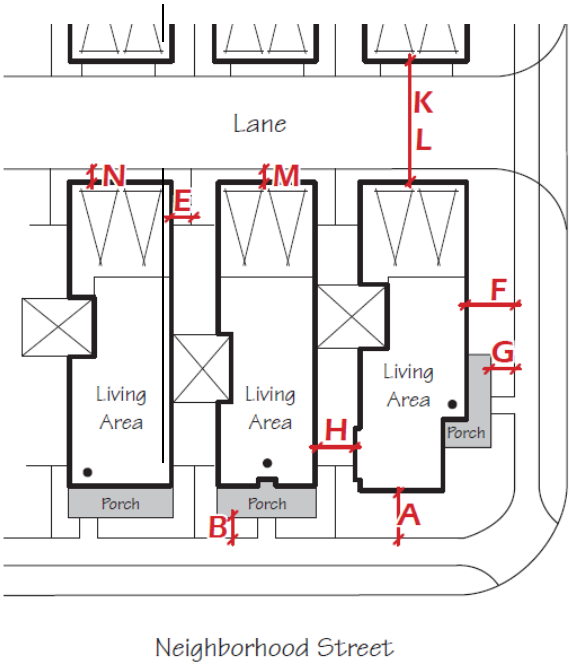
7 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

8 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

d Detached Homes (32'x100') [1]

ity	
	3,200 sf
	60%
	32'
ac (min)	N/A
	37'
	100'
	35'
(max. height)	
operty line [6]	3'
ty line [7]	6'
	2

Front/ Street Minimum Setback [2, 9]	
A: To living area	10'
B: To porch, stoop, or patio	5'
C: To garage door (facing primary street)	N/A
D: To side wall of swing garage	N/A
Side Setback/ Min. Building Separation [2, 9]	
E: Interior side	5' [3]
F: Street side	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	10' [3]
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	30'
L: Garage door to garage door	24'
Rear/ Lane Setback [2, 4, 9]	
M: Main structure	5'
N: Garage (single-story plate line)	2'
Patio cover or second story deck	2.5'



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Lane Loaded Detached Homes (32'x100')

1 Minimum lot dimensions, front yard, rear yard, side yard, and garage setback requirements, and building coverage standards, not applicable to condominium style development. Pursuant to the terms provided in Section 8 for minor revisions to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

3 Setback dimensions assume that a shared-use easement side yard, unobstructed by a wall or fence, is provided. If not provided, a 5' side yard is required.

4 Measured from edge of garage lane.

5 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

6 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

7 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study; maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

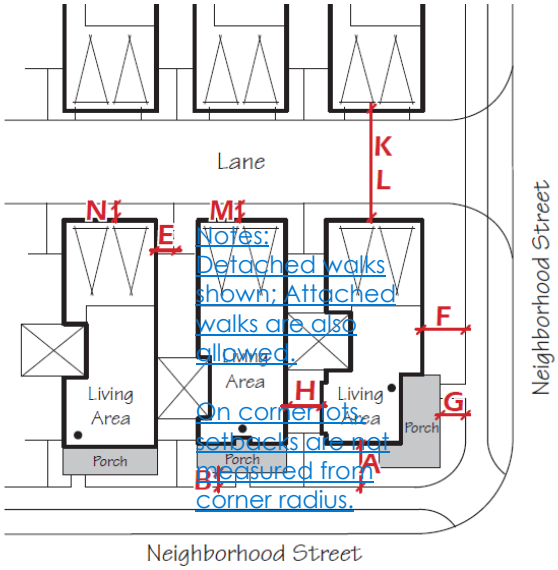
8 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

9 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

l Row Homes (31'x50')

ty	
	1,550 sf
	60%
	31'
ac (min)	N/A
	36'
	50'
	35'
(max. height)	
perty line [7]	3'
y line [8]	6'
	2

Front/ Street Minimum Setback [2, 10]	
A: To living area	10'
B: To porch, stoop, or patio	5'
C: To garage door (facing primary street)	N/A
D: To side wall of swing garage	N/A
Side Setback/ Min. Building Separation [2, 10]	
E: Interior side	5' [3]
F: Street side	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	10' [3]
I: Between main structures front to front	N/A
J: Between main structures front to side	N/A
K: Between main structures rear to rear	30'
L: Garage door to garage door	30'
Rear/ Lane Setback [2, 5, 10]	
M: Main structure	3' [4]
N: Garage (single-story plate line)	2'
Patio cover or second story deck	2.5'



Notes:
Detached walks shown; Attached walks are also allowed.
On corner lots, setbacks are not measured from corner radius.

Footnotes for Lane Loaded Homes (31'x50')

1 Minimum lot dimensions, front yard, rear yard, side yard, and garage setback requirements, and building coverage standards, not applicable to condominium style development. Pursuant to the terms provided in Section 8 for minor revisions to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product type. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

3 Setback dimensions assume that a shared-use easement side yard, unobstructed by a wall or fence, is provided. If not provided, a 5' side yard is required.

4 5' minimum setback required if main structure stepped back from garage

5 Measured from edge of garage lane.

6 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

7 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

8 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

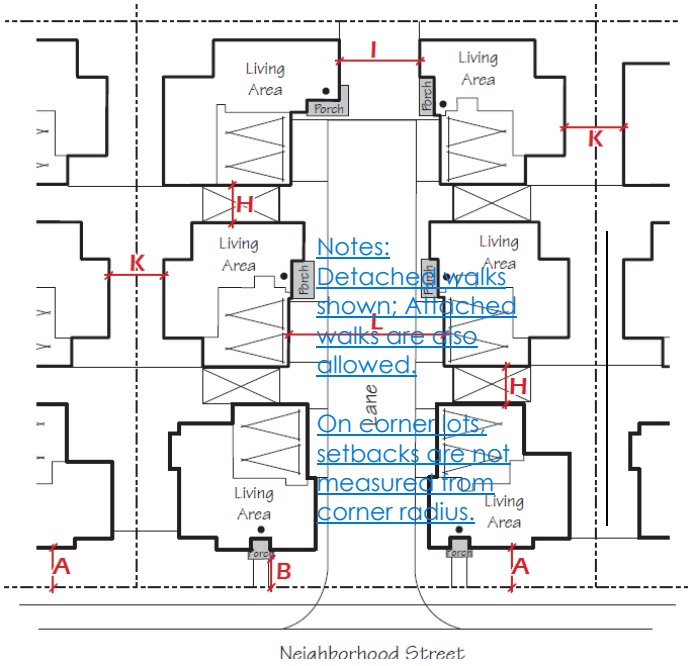
9 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

10 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Homes [1, 2]

ty	
	1,800 sf
	60%
	N/A
ac (min)	N/A
	N/A
	N/A
	35'
(max. height)	
perty line [7]	3'
y line [8]	6'
	2 [10]

Front/ Street Setback [3, 11]	
A: To living area	10' [4]
B: To porch, stoop, or patio	5' [4]
C: To garage door (facing primary street)	N/A
D: To side wall of swing garage	N/A
Side Setback/ Min. Building Separation [3, 11]	
E: Interior side	N/A
F: Side street	N/A
G: Street side to porch, stoop, or patio	N/A
H: Between main structures side to side	6' [5]
I: Between main structures front to front	25'
J: Between main structures front to side	N/A
K: Between main structures rear to rear	15'
L: Garage door to garage door	30'
Rear/ Lane Setback [3, 11]	
M: Main structure or garage	N/A
Patio cover or second story deck	N/A



Notes:
Detached walks shown; Attached walks are also allowed.
On corner lots, setbacks are not measured from corner radius.

Footnotes for Court Cluster Homes

1 Minimum lot dimensions, front yard, rear yard, side yard, and garage setback requirements, and building coverage standards, not applicable to condominium style development. Pursuant to the terms provided in Section 8 for minor revisions to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product type. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Minimum rear yard, side yard, and garage setback criteria not applicable to cluster housing types. Refer to building separation requirements.

3 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

4 Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements.

5 Assumes zero openings along adjacent walls (3' to assumed property line), otherwise minimum building separation shall be 6'6" with a maximum of 25% openings along adjacent walls (3'3" to assumed property line)

6 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

7 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

8 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

9 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

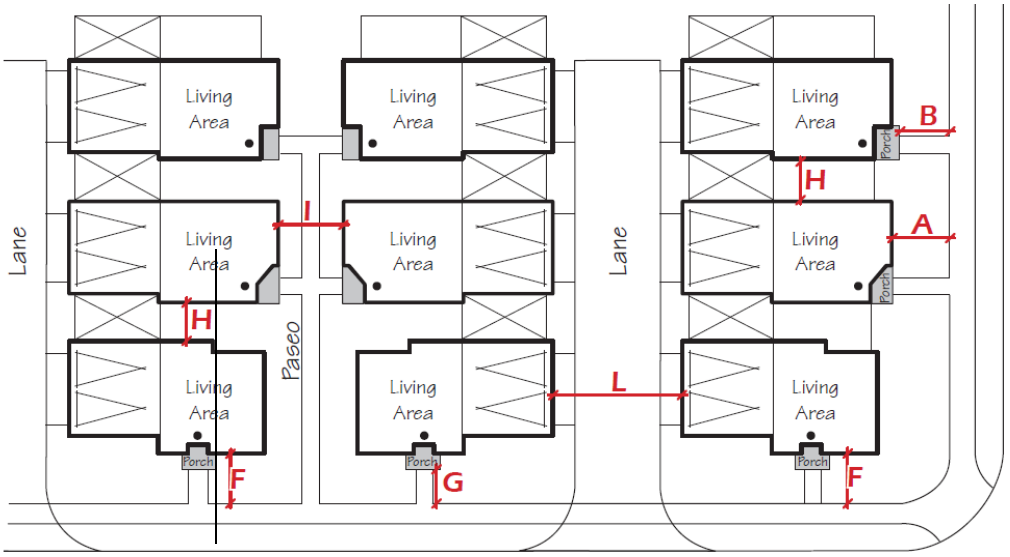
10 Plus 0.5 spaces per unit for guest parking where no driveway is provided. Required guest parking can be provided on-street or within designated open parking areas.

11 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-17~~6~~: Detached Green Court Homes (40'x80') [1, 2]

Lot Size and Building Intensity	
Lot Area (minimum)	3,200 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	40'
Width, Knuckle or Cul-De-Sac (min)	35'
Width, Corner Lot (min)	45'
Depth (min)	80'
Building Height	
Height (maximum) [7]	35'
Walls, Fences, and Hedges (max. height)	
On front and street side property line [8]	3'
On interior and rear property line [9]	6'
Parking	
Spaces required per unit [10]	2 [11]

Front/ Street Minimum Setback [3, 12]	
A: To living area	10' [4]
B: To porch, stoop, or patio	5' [4]
C: To garage door (facing primary street)	N/A
D: To side wall of swing garage	N/A
Side Setback/ Min. Building Separation [3, –5, 12]	
E: Interior side	N/A
F: Side street	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	6' [6]
I: Between main structures front to front	25'
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	30'
Rear/ Lane Setback [3, 12]	
M: Main structure or garage	N/A
Patio cover or second story deck	N/A



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Detached Green Court Homes (40'x80')

1 Minimum lot dimensions, front yard, rear yard, side yard, and garage setback requirements, and building coverage standards, not applicable to condominium style development. Pursuant to the terms provided in Section 8 for minor revisions to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product type. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Minimum rear yard, side yard, and garage setback criteria not applicable to cluster housing types. Refer to building separation requirements.

3 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

4 Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements.

5 Setback dimensions assume that a shared-use easement side yard, unobstructed by a wall or fence, is provided. If not provided, a 5' side yard is required.

6 Assumes zero openings along adjacent walls (3' to assumed property line), otherwise minimum building separation shall be 6'6" with a maximum of 25% openings along adjacent walls (3'3" to assumed property line)

7 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

8 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

9 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

10 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

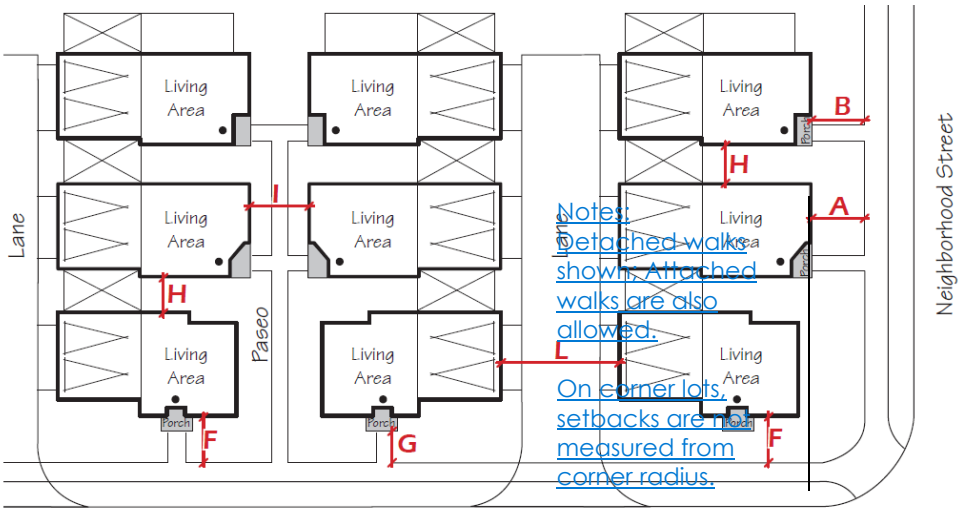
11 Plus 0.5 spaces per unit for guest parking where no driveway is provided. Required guest parking can be provided on-street or within designated open parking areas.

12 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

reen Court Homes [1, 2]

ty	
	1,800 sf
	60%
	N/A
ac (min)	N/A
	N/A
	N/A
	35'
(max. height)	
perty line [8]	3'
y line [9]	6'
	2 [11]

Front/ Street Minimum Setback [3, 12]	
A: To living area	10' [4]
B: To porch, stoop, or patio	5' [4]
C: To garage door (facing primary street)	N/A
D: To side wall of swing garage	N/A
Side Setback/ Min. Building Separation [3, 5, 12]	
E: Interior side	N/A
F: Side street	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	6' [6]
I: Between main structures front to front	25'
J: Between main structures front to side	N/A
K: Between main structures rear to rear	N/A
L: Garage door to garage door	30'
Rear/ Lane Setback [3, 12]	
M: Main structure or garage	N/A
Patio cover or second story deck	N/A



Neighborhood Street

Note: *There are two variations to the plotting of this unit type – one that is plotted 3 homes deep on each court (shown above), and one that is plotted 2 homes deep on each court, up to a maximum court depth of 150'-deep.*

Footnotes for Detached Green Court Homes

1 Minimum lot dimensions, front yard, rear yard, side yard, and garage setback requirem building coverage standards, not applicable to condominium style development. Purs terms provided in Section 8 for minor revisions to this GDP, the Community Developmen may review and approve deviations to these development standards concurrent with approval of a small lot subdivision map and review of proposed housing product type. requested deviation(s), housing product type(s), and/or siting characteristics shall be d be consistent with the spirit and intent of the example housing prototypes contained in

2 Minimum rear yard, side yard, and garage setback criteria not applicable to cluster ho Refer to building separation requirements.

3 Setbacks measured from property line unless otherwise specified. Architectural project extend a maximum of 3 feet into a front, side, or rear setback area, however, in no cas projection be closer than 3 feet to any property line. Architectural projections are defi elements that articulate a building elevation such as eaves, window and door pop-out media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter deta trim, balconies and entry gates, and other similar elements. Not applicable to paseo o fronting units. Refer to minimum building separation requirements. The width of lots fron curved street or on the curved portion of a cul-de-sac or elbow may be measured alon located within the front fifty (50) feet of the lot.

4 Not applicable to paseo or court-fronting units. Refer to minimum building separation r

5 Setback dimensions assume that a shared-use easement side yard, unobstructed by a fence, is provided. If not provided, a 5' side yard is required.

6 Assumes zero openings along adjacent walls (3' to assumed property line), otherwise m building separation shall be 6'6" with a maximum of 25% openings along adjacent wall assumed property line)

7 Architectural projections such as chimneys, cupolas, and similar features may exceed t height limit by 10'.

8 Solid masonry walls or wood fencing materials may be permitted 3' from the back of si a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required area.

9 Walls may exceed 6' in height for noise attenuation purposes subject to a City approve Study and may have a maximum height of 9' if a combination wall/fence/hedge and is necessary.

10 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear di two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear o receptacles or other utilities such as garbage toters, recycling bins, gas meters, water h other items that might be permanently stored in a garage. Tandem parking is permitte that both spaces are assigned to the same unit.

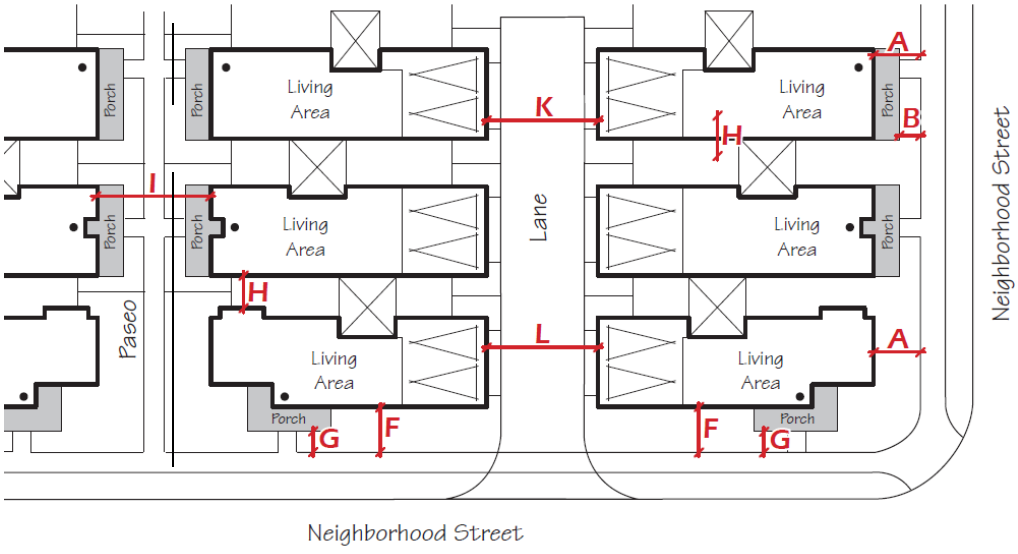
11 Plus 0.5 spaces per unit for guest parking where no driveway is provided. Required gue can be provided on-street or within designated open parking areas.

12 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-198: Lane Loaded Detached Green Court Homes [1, 2]

Lot Size and Building Intensity	
Lot Area (minimum)	3,200 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	32'
Width, Knuckle or Cul-De-Sac (min)	N/A
Width, Corner Lot (min)	37'
Depth (min)	100'
Building Height	
Height (maximum) [7]	35'
Walls, Fences, and Hedges (max. height)	
On front and street side property line [8]	3'
On interior and rear property line [9]	6'
Parking	
Spaces required per unit [10]	2 [11]

Front/ Street Minimum Setback [3, 12]	
A: To living area	10' [4]
B: To porch, stoop, or patio	5' [4]
C: To garage door (facing primary street)	N/A
D: To side wall of swing garage	N/A
Side Setback/ Min. Building Separation [3, 5, 12]	
E: Interior side	N/A
F: Side street	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	6' [6]
I: Between main structures front to front	25'
J: Between main structures front to side	N/A
K: Between main structures rear to rear	30'
L: Garage door to garage door	30'
Rear/ Lane Setback [3, 12]	
M: Main structure or garage	N/A
Patio cover or second story deck	N/A



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Lane Loaded Detached Green Court Homes

1 Minimum lot dimensions, front yard, rear yard, side yard, and garage setback requirements, and building coverage standards, not applicable to condominium style development. Pursuant to the terms provided in Section 8 for minor revisions to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product type. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Minimum rear yard, side yard, and garage setback criteria not applicable to cluster housing types. Refer to building separation requirements.

3 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

4 Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements.

5 Setback dimensions assume that a shared-use easement side yard, unobstructed by a wall or fence, is provided. If not provided, a 5' side yard is required.

6 Assumes zero openings along adjacent walls (3' to assumed property line), otherwise minimum building separation shall be 6'6" with a maximum of 25% openings along adjacent walls (3'3" to assumed property line)

7 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

8 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

9 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

10 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

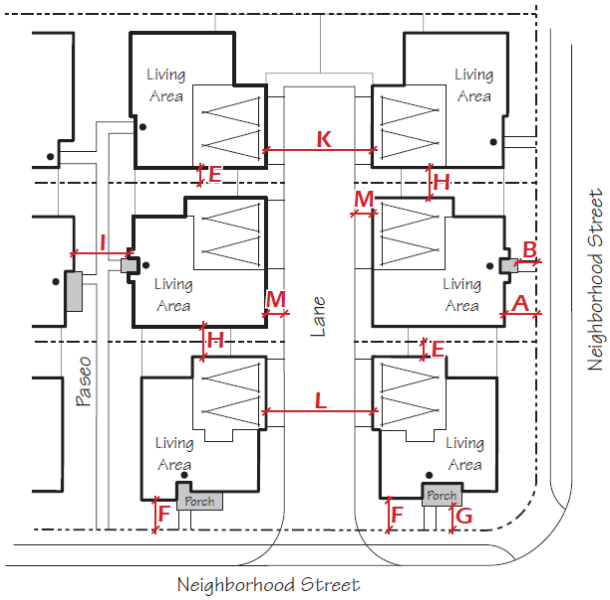
11 Plus 0.5 spaces per unit for guest parking where no driveway is provided. Required guest parking can be provided on-street or within designated open parking areas.

12 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-20~~19~~: Lane Loaded Paseo Cluster Homes (Alt. 2) [1, 2]

Lot Size and Building Intensity	
Lot Area (minimum)	1,800 sf
Site Coverage (maximum)	60%
Width, Interior Lot (min)	N/A
Width, Knuckle or Cul-De-Sac (min)	N/A
Width, Corner Lot (min)	N/A
Depth (min)	N/A
Building Height	
Height (maximum) [6]	35'
Walls, Fences, and Hedges (max. height)	
On front and street side property line [7]	3'
On interior and rear property line [8]	6'
Parking	
Spaces required per unit [9]	2 [10]

Front/ Street Minimum Setback [3, 11]	
A: To living area	10' [4]
B: To porch, stoop, or patio	5' [4]
C: To garage door (facing primary street)	N/A
D: To side wall of swing garage	N/A
Side Setback/ Min. Building Separation [3, 11]	
E: Interior side	3' [5]
F: Side street	10'
G: Street side to porch, stoop, or patio	5'
H: Between main structures side to side	6' [5]
I: Between main structures front to front	25'
J: Between main structures front to side	N/A
K: Between main structures rear to rear	30'
L: Garage door to garage door	30'
Rear/ Lane Setback [3, 11]	
M: Main structure or garage	3'
Patio cover or second story deck	N/A



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Lane Loaded Paseo Cluster Homes (Alt. 2)

1 Minimum lot dimensions, front yard, rear yard, side yard, and garage setback requirements, and building coverage standards, not applicable to condominium style development. Pursuant to the terms provided in Section 8 for minor revisions to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product type. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Minimum rear yard, side yard, and garage setback criteria not applicable to cluster housing types. Refer to building separation requirements.

3 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

4 Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements.

5 Assumes zero openings along adjacent walls (3' to assumed property line), otherwise minimum building separation shall be 6'6" with a maximum of 25% openings along adjacent walls (3'3" to assumed property line)

6 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

7 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

8 Walls may exceed 6' in height for noise attenuation purposes subject to a City approved Acoustical Study and may have a maximum height of 9' if a combination wall/fence/hedge and retaining wall is necessary.

9 All parking spaces shall be enclosed within the garage with a minimum 20'x20' clear dimension for two spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

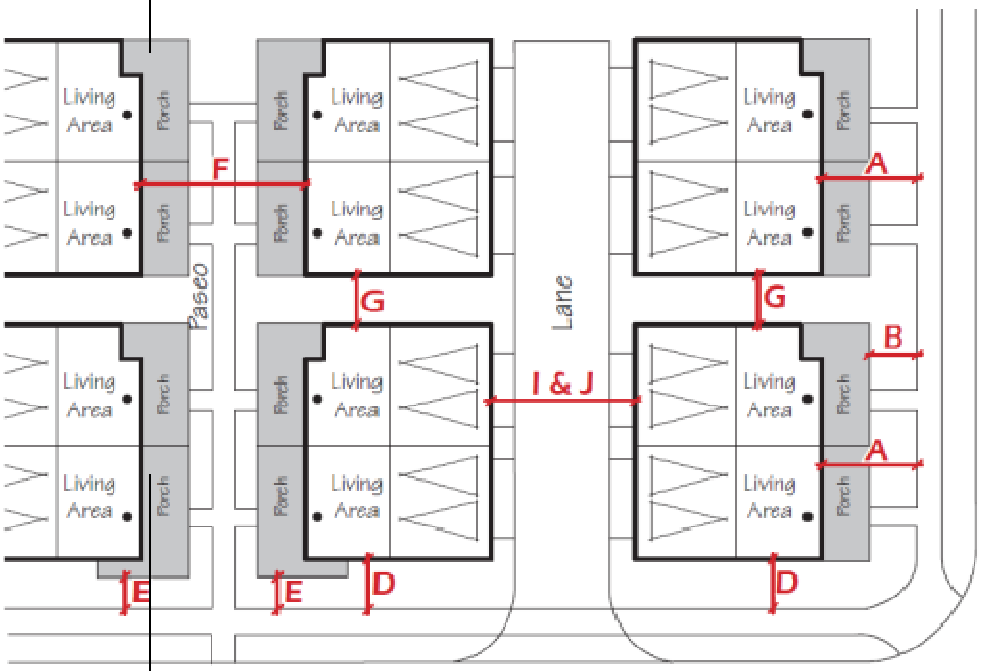
10 Plus 0.5 spaces per unit for guest parking where no driveway is provided. Required guest parking can be provided on-street or within designated open parking areas.

11 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-210: Lane Loaded Paired Homes [1]

Lot Size and Building Intensity	
Lot Area (minimum)	N/A
Site Coverage (maximum)	70%
Building Height [3]	
Main Structure	40'
Parking structures (detached from main structure)	25'
Walls and Fences (max. height) [4]	
At front of building or street side setback line	2'
At interior or rear building site boundary line [5]	6'
Parking Required [7]	
Resident covered spaces per:	
1-bedroom unit	1.5
2-bedroom unit	1.9
3-bedroom unit	2.1
Guest spaces per unit [8]	0.3

Front/Street Minimum Setback [2, 9]	
A: To living area	8'
B: To porch, stoop, patio, or balcony	5'
C: To garage door (facing primary street)	N/A
Minimum Building Separation [9]	
D: Side street (from property line)	8'
E: Street side to porch, stoop, or patio	5'
F: Between main structures front to front	25'
G: Between main structures side to side	8'
H: Between main structures front to side	N/A
I: Between main structures rear to rear	30'
J: Garage door to garage door	30'
Usable Open Space [6, 9]	
Outdoor private/public open space (per unit)	100 SF



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Lane Loaded Paired Homes

1 Pursuant to the terms provided in Section 8 for minor amendments to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product type. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

3 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

4 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

5 Walls may exceed 6' in height for noise attenuation purposes subject to an approved Acoustical Study, subject to review and approval by the City.

6 Minimum open space requirements to be provided on each lot in the form of a yard, courtyard, porch, or balcony. For multi-family developments, or single-family developments where the minimum requirement cannot be achieved on each lot, the development's total open space requirement may be satisfied by providing common open space within the neighborhood, in the form of a passive park, tot lot, picnic area, or other similar park-like amenity.

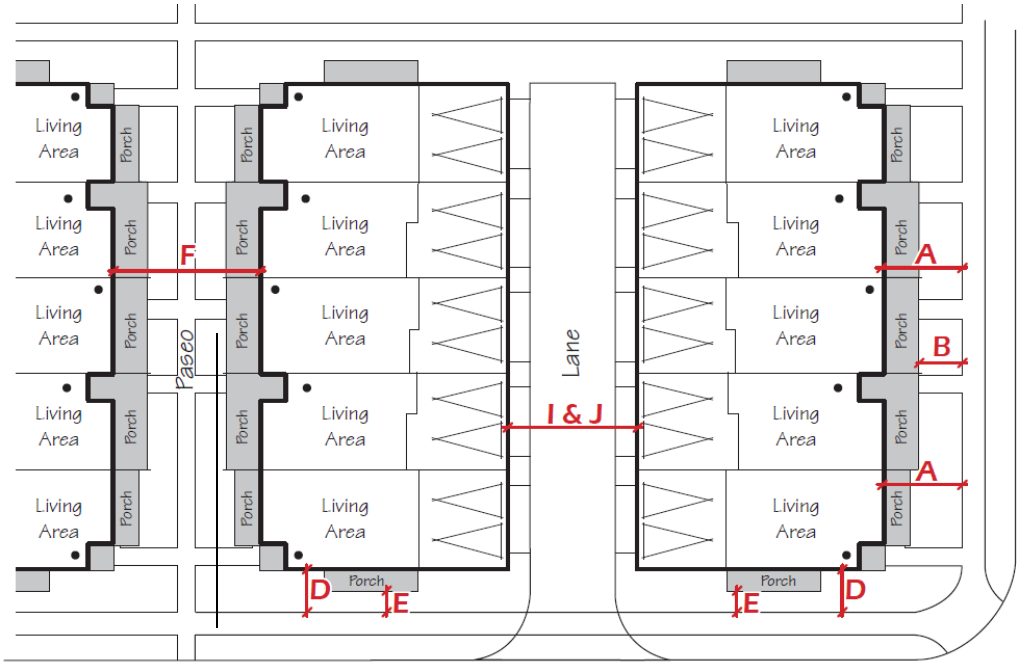
7 All parking spaces within an enclosed garage shall have a minimum of 20'x20' clear inside dimension for double spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

8 Guest parking shall be provided where no driveway is provided. Required guest parking can be provided on-street or within designated open parking areas.

9 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-221: Lane Loaded Attached Row Townhomes [1]

Lot Size and Building Intensity		**Front/Street Minimum Setback [2,11]**	
Lot Area (minimum)	N/A	**A:** To living area	8'
Site Coverage (maximum)	70%	**B:** To porch, stoop, patio, or balcony	5'
Building Height [5]		**C:** To garage door (facing primary street)	N/A
Main Structure	40'	**Minimum Building Separation [3,11]**	
Parking structures (detached from main structure)	25'	**D:** Side street	8'
Walls and Fences (max. height) [6]		**E:** Street side to porch, stoop, or patio	5'
At front of building or street side setback line	2'	**F:** Between main structures front to front	10' [3]
At interior or rear building site boundary line [7]	6'	**G:** Between main structures side to side	8' [4]
Parking Required [9]		**H:** Between main structures front to side	19'
Resident covered spaces per:			
1-bedroom unit	1.5	**I:** Between main structures rear to rear	30'
2-bedroom unit	1.9	**J:** Garage door to garage door	30'
3-bedroom unit	2.1	**Usable Open Space [8,11]**	
Guest spaces per unit [10]	0.3	Outdoor private/public open space (per unit)	100 SF



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Lane Loaded Attached Row Townhomes

1 Pursuant to the terms provided in Section 8 for minor amendments to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product type. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

3 Minimum separation increases to 19' when fronting on, or adjacent to, a paseo or greenway.

4 Minimum separation increases to 15' if the side of buildings are adjacent to paseo or greencourt.

5 Architectural projections such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

6 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

7 Walls may exceed 6' in height for noise attenuation purposes subject to an approved Acoustical Study, subject to review and approval by the City.

8 Minimum open space requirements to be provided on each lot in the form of a yard, courtyard, porch, or balcony. For multi-family developments, or single-family developments where the minimum requirement cannot be achieved on each lot, the development's total open space requirement may be satisfied by providing common open space within the neighborhood, in the form of a passive park, tot lot, picnic area, or other similar park-like amenity.

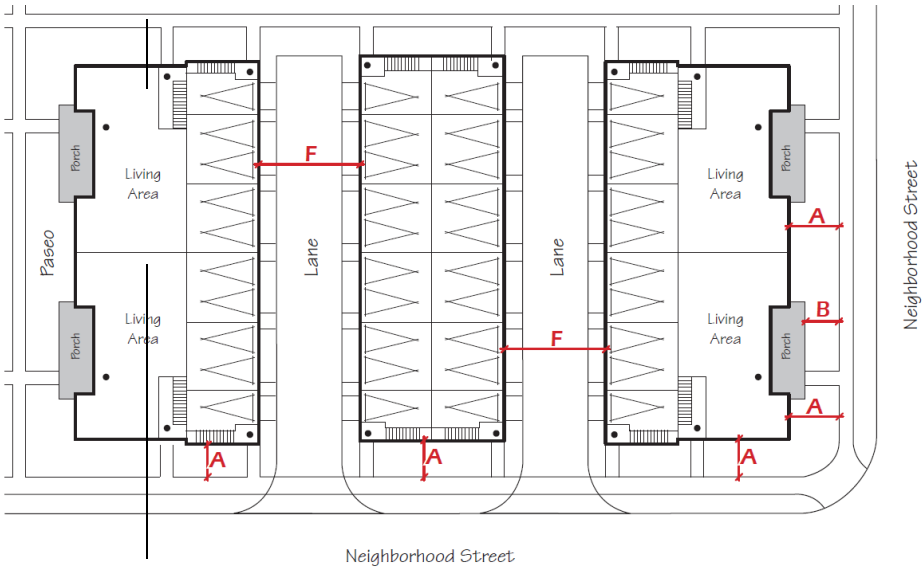
9 All parking spaces within an enclosed garage shall have a minimum 20'x20' clear inside dimension for double spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

10 Guest parking shall be provided where no driveway is provided. Required guest parking can be provided on-street or within designated open parking areas.

11 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

Table 4-232: Lane Loaded Attached Stacked Flats[1]

Lot Size and Building Intensity		**Front/Street Minimum Setback [2,9]**	
Lot Area (minimum)	N/A	**A:** To living area	8'
Site Coverage (maximum)	70%	**B:** To porch, stoop, patio, or balcony	5'
Building Height [3]		**C:** To garage door (facing primary street)	N/A
Main Structure	40'	**Minimum Building Separation [29]**	
Parking structures (detached from main structure)	25'	**D:** Between structures not fronting on a paseo or greenway	8'
Walls and Fences (max. height) [4]		**E:** Between structures fronting on or along a paseo or greenway	19'
At front of building or street side setback line	3'	**F:** Garage door to garage door	30'
At interior or rear building site boundary line [7]	6'		
Parking Required [7]		**Usable Open Space [6,9]**	
Resident covered spaces per: 1-bedroom unit	1.5	Outdoor private/public open space (per unit)	100 SF
2-bedroom unit	1.9		
3-bedroom unit	2.1		
Guest spaces per unit [8]	0.3		



Notes:
Detached walks shown; Attached walks are also allowed.

On corner lots, setbacks are not measured from corner radius.

Footnotes for Lane Loaded Attached Stacked Flats[1]

1 Pursuant to the terms provided in Section 8 for minor amendments to this GDP, the Community Development Director may review and approve deviations to these development standards concurrent with review and approval of a small lot subdivision map and review of proposed housing product type. The requested deviation(s), housing product type(s), and/or siting characteristics shall be determined to be consistent with the spirit and intent of the example housing prototypes contained in this GDP.

2 Setbacks measured from property line unless otherwise specified. Architectural projections may extend a maximum of 3 feet into a front, side, or rear setback area, however, in no case shall such projection be closer than 3 feet to any property line. Architectural projections are defined as elements that articulate a building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced windowsills, shutter details, window trim, balconies and entry gates, and other similar elements. Not applicable to paseo or court-fronting units. Refer to minimum building separation requirements. The width of lots fronting on a curved street or on the curved portion of a cul-de-sac or elbow may be measured along an arc located within the front fifty (50) feet of the lot.

3 Architectural projection such as chimneys, cupolas, and similar features may exceed the maximum height limit by 10'.

4 Solid masonry walls or wood fencing materials may be permitted 3' from the back of sidewalk up to a height of 3'. Fences, walls, hedges or similar view-obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3' in height in any required front yard area.

5 Walls may exceed 6' in height for noise attenuation purposes subject to an approved Acoustical Study, subject to review and approval by the City.

6 Minimum open space requirements to be provided on each lot in the form of a yard, courtyard, porch, or balcony. For multi-family developments, or single-family developments where the minimum requirement cannot be achieved on each lot, the development's total open space requirement may be satisfied by providing common open space within the neighborhood, in the form of a passive park, tot lot, picnic area, or other similar park-like amenity.

7 All parking spaces within an enclosed garage shall have a minimum of 20'x20' clear inside dimension for double spaces and 10'x20' for single and tandem spaces. Parking spaces shall be clear of solid waste receptacles or other utilities such as garbage toters, recycling bins, gas meters, water heaters, or other items that might be permanently stored in a garage. Tandem parking is permitted provided that both spaces are assigned to the same unit.

8 Guest parking shall be provided where no driveway is provided. Required guest parking can be provided on-street or within designated open parking areas.

9 Where development abuts existing Agricultural use, the minimum building setback for all residential structures is 50'.

4.3 Village Mixed Use Commercial Development

~~Commercial~~ Recreational development is intended to activate the Village Center's mix of land uses by providing opportunities for a broad range of uses that support Village 7's residents. ~~A~~ Village Mixed Use (VMU) ~~Commercial~~ sites are~~is~~ located at the crossroads of Ferrari Ranch Road ~~and~~ and Liberty Parkway, and at the northern terminus of Liberty Parkway, which will provide ~~a~~ HOA-maintained private highly-amenitized recreation facilities~~y~~, including both indoor and outdoor amenities. ~~Central Boulevard, sited with other core uses that include an elementary school, a neighborhood park, open space, and high-density residential parcels~~. Consistent with the design principles for the Village Center outlined in the Land Use Regulatory Guide, the development standards for the Village Mixed Use ~~commercial~~ sites are tailored to foster development of a walkable community in the heart of Village 7.

VMU site development is subject to review and approval by the City, pursuant to Chapter 18.32 of the Lincoln Municipal Code.

4.3.1 Development Standards for Village Mixed Use Parcels

The following standards shall apply to ~~the~~ VMU parcels. The final design of each VMU site, including the location of buildings, parking, and landscaping, shall be subject to City review.

Table 4-2~~3~~4: VMU Development Standards

	Neighborhood Commercial
Lot Size (minimum)	
Area, Interior Lot	2,500 sq. ft.
Area, Corner Lot	2,500 sq. ft.
Building Setbacks (minimum)	
from Parks, Open Space & Schools	20 ft.
from Linear Parkways	15 ft.
Coverage (maximum)	
Site Coverage	60%
Height (maximum)	
Height Limit [1]	50 ft.
Parking Requirements	
Spaces	Per Chapter 18.44 of Lincoln Zoning Ordinance

1 Architectural elements such as towers, cupolas, spires, or other features may exceed the maximum height limit, provided such features are harmonious with the overall design integrity of the building.

4.3.2 Permitted Uses – Village Mixed Use

As specified in Table 4-24, the following uses shall be permitted or conditionally permitted on Village Mixed Use (VMU) parcels. Other Neighborhood Commercial Uses identified in Chapter 18.22 of the Lincoln Municipal ~~Code, and~~Code and not expressly enumerated in the Village 7 GDP shall be prohibited. Uses deemed by the Community Development Director to be consistent with the permitted use list may be allowed with approval of a Conditional Use Permit.

Table 4-2~~5~~4: Village Mixed Use Permitted Uses

Use		Use	
Antique Store	P	Hobbies/ Crafts Store	P
Alcoholic Sales or onsite consumption	C	Insurance Sales	P
Art Gallery/Studio	P	Jewelry Store	P
Bakery Store (Small scale; non-distribution)	P	Laundry or Cleaning Service	P
Barber/ Beauty/ Nail Salon	P	Locksmith/Keys Sales/Service	P
Bicycle Sales/ Rental/Service	P	Music/ Musical Instrument Sales/ Service	P
Book/ Stationary Store	P	Outdoor sales/ storage	C
Bookkeeping/ Accounting Services	P	Photographic Studio/ Supply/ Sales/ Service	P
Candy Store	P	Printer/ Lithographer	P
Churches	C	Private Recreation Facility	P
Clothing/ Apparel Store	P	Professional Offices	P
Community Center	P	Public Buildings (libraries, community buildings, fire or police stations, post offices, civic bldgs.)	P
Delicatessen	P	Restaurant	P
Drug Store/ Pharmacy	P	Drive Through for All Uses	C
Electronic Equipment Sales/Service	P	Shoe/ Leather Repair	P
Eyewear Sales/ Service/ Optometrist/ Ophthalmologist	P	Sporting Goods Store	P
Florist	P	Studio – Dance/ Voice/ Music/ Exercise	P
Financial Planning Sales/ Service (including banks, title companies, and similar businesses)	P	Video Sales/Rentals Tattoo Parlor	P P
Gift/ Card/ Novelty Store	P	Retail uses ancillary to any other permitted use, as determined by the Community Development Director.	P
Hearing Aid Sales/Service	P	Other uses as determined by the Planning Commission	C

4.4 Parks and Open Space

Over forty percent (40%) of the participating planning areas in Village 7 are designated for park and open space uses, providing a green network that connects neighborhoods throughout the community. Several types of park and open space uses are specified in this GDP.

Village Parks and Recreation (VPR) and Joint-Use Park located in the School Site (ES)
Developed park areas with formal programming and facilities for active and passive recreation.

Village Open Space Preserves (VOS-P)
Natural resource areas containing features such as wetlands, drainages, grasslands or riparian woodlands.

Village Open Space Linear Parkways (VOS-LP)
Landscaped areas along major roadways (Ferrari Ranch Road, Moore Road, Liberty Parkway, and Shallus Boulevard) that provide physical and visual buffers between the village residential neighborhoods and roadways.

Village Open Space Major Paseos (VOS-MP)
Landscaped trail corridors and access point areas within village residential neighborhoods that provide on- and off-street connections to parks, open space areas, and roadways. Also includes naturalized trail corridors between the development edge and natural open space.

The development regulations for park and open space areas are specific to the individual types listed above.

P = Permitted. C = Conditionally Permitted

4.4.1 Permitted Uses – Parks and Open Space

The following uses shall be permitted or conditionally permitted on park and open space parcels, as specified in the table below. Uses not specifically permitted but determined to be substantially equivalent with a listed permitted use, may be allowed at the discretion of the Community Development Director.

Table 4-2~~65~~: Parks & Open Space Permitted Uses

Use	Park	Open Space Preserve
Class I Bike Path/ Multi-Use Trail	P	P[1]
Community Gardens	P	P[1]
Fencing	P	P[1]
Fuel Modification Zones	P	P[1]
Landscaping	P	--
Lighting	P	--
Mowing & Maintenance Activities	P	P[1]
Museums and Art Galleries	P	--
Parks (including ancillary uses and facilities, such as ball fields, sports courts, amphitheaters, restrooms, tot lots, shade structures, etc.)	P	--
Schools (Public and Private) [2]	P	--
Storm Drainage Systems	P	P[1]
Equivalent uses as determined by the Community Development Director	P	P[1]

P = Permitted Use

1 As permitted in the Open Space Operations and Management (O&M) Plan, as approved by applicable Federal and State regulatory agencies. (See Section 8.2 of the Village 7 Specific Plan for additional information regarding the O&M Plan.)

2 Refer to Village 7 Specific Plan Section 4.6 for more detail. Note that Lincoln General Plan dedication requirements are still required to be met.

4.4.2 Development Standards – Parks and Open Space

Village Parks and Recreation

Parks are to be programmed and designed on a case-by-case basis, consistent with the concept plans provided in The Lincoln Village 7 Specific Plan and this GDP. Section 6.2 of the Lincoln Village 7 Specific Plan provides a concept plan for parks located in participating planning areas of Village 7, outlining the general park layout. Section 3 of this General Development Plan further defines the park sites and includes the intended ~~-~~programming facilities that may be provided. The concept plans are to be used to guide the preliminary plan for each park, recognizing that programming, financial considerations, facilities, and other amenities will be adjusted and refined when each park is designed. The final park design will be subject to review and approval by the City.

Village Open Space

Two types of open space are provided in Village 7, both of which are consistent with the General Plan's Village Open Space land use designation:

Preserves

Open space preserves are set aside for the preservation of open space resources, including wetlands, drainages, grasslands, and riparian woodlands. Section 3, Land Use Regulatory Guide, provides detailed information about the natural resources within the preserves, including a wetland preservation and compensation program.

For specific regulations governing the allowable uses and development activity within the preserves, please refer to the appropriate Operations and Management Plan (O&M Plan) prepared for each planning area.

Linear Parkways and Paseos

As identified on the land use plan, a network of linear parkways and paseos is provided throughout the community to link residential neighborhoods with the Village Center, parks, and open space areas. For detailed information about linear parkways, including a "typical" concept plan, please refer to the Lincoln Village 7 Specific Plan and Section 3 of this GDP.

4.5 Agricultural Overlay Zone

On September 28, 221, the Lincoln City Council passed and adopted Ordinance 1041B allowing for the continuation of agricultural uses and support agricultural uses within the Lincoln Village 7 Specific Plan Area. The language from that Ordinance is provided below.

VILLAGE 7 General Development Plan

4.5.1 Agricultural Overlay (AO)

The Agricultural Overlay Zone allows for the continuation of agricultural uses and agricultural support uses as defined herein. The AO Zone is superimposed over the urban zoning assigned by the Village 7 Specific Plan Land Use Diagram, shown on Figure 1.2. The AO Zone is applied to the entirety of the Village 7 Plan Area. Any use not listed as allowed in the AO Zone pursuant to 4.5.3 but that is existing and allowed at the time of annexation of the property, may continue as a-conforming use pursuant to Section 4.5.3(H) Conforming Uses.

It is the intent of the Village 7 General Development Plan to allow agricultural uses existing at the time of annexation to continue, on an interim basis or in perpetuity, concurrent with development of the Specific Plan land uses by requiring buffers on the adjacent developing Zoned Parcels. Buffer requirements for properties which pursue development in accordance with the Specific Plan and which abut agricultural activity, operation or facility are addressed in the Development Standards of each applicable zone. The buffers apply to all property boundaries of the Zoned Parcel where the parcel abuts an existing agricultural activity, operation or facility within the Plan Area. In addition, all Zoned Parcels abutting an existing agricultural activity, operation or facility shall provide notice, disclosure and acknowledgement to all non-agricultural uses of the subject land that they may be subject to inconveniences or discomforts from the pursuit of those adjacent agricultural operations.

The AO Zone establishes land development requirements for any "new" agricultural and rural residential uses within the AO Zone after annexation by the City. The permitted uses for "new" uses in the AO Zone are listed in Section 4.5.3 Section 4.5.4 and 4.5.5 establish separation standards for animal keeping and crops associated with new uses which are located adjacent to Zoned Parcels, however these standards shall not apply to new uses being located adjacent to an existing agricultural use. Table 4.23 provides the development standards for new uses in the AO Zone. Where a use is not specifically contemplated by these AO Zone standards, the underlying urban zoning regulations as defined by the Specific Plan shall apply. No development can occur on lands subject to the Williamson Act, except to the extent allowed by the applicable Williamson Act

contract.

4.5.2 Definitions

For the purpose of the AO Zone, the following definitions apply:

"Agricultural activity, operation, or facility, or appurtenances thereof" shall include, but not be limited to, the cultivation and tillage of soil, the production, cultivation, growing, and harvesting of any agricultural commodity including, viticulture, apiculture, nursery stock, or horticulture, the raising of livestock, fish or fowl. The term also includes any uses permitted under the Williamson Act or applicable Williamson Act contract, any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including but not limited to, preparation for market, delivery to storage, to market, or to carriers for transport to market. Pesticide application, discharge of a firearm and burning shall be in accordance with all applicable local, state and federal regulations.

"Animals" refers to Fowl and Livestock but does not include domestic pets.

"Buffer" means any method of achieving a physical separation with uses that may include building setbacks, roadways, open space, greenbelts, hedges, trees, linear parkway or any combination of the above.

"Conforming use" means any use existing on legal parcels at the time of annexation to the City of Lincoln and is consistent with the list of permitted uses in Section 4.5.3.

"Existing agricultural and rural residential uses" refers to the land use in existence on legal parcels at the time of annexation to the City of Lincoln. Deferred or fallow agricultural uses shall be granted "existing" status subject to the Ag Commissioner review for legitimate reasons, such as drought, water restrictions, crop rotation or other limitations.

"Fowl" means any common farm fowl including, but not limited to, turkeys, geese, ducks, chickens and pigeons.

"Livestock" means any common farm animal including, but not limited to cows, horses, sheep, goats, and pigs, but excluding Fowl.

"New uses" refers to a proposed land use not in existence on a legal parcel at the time of annexation to the City of Lincoln and is consistent with the list of permitted uses in Section 4.5.3.

"Zoned Parcel" means any property within the Plan Area which has obtained annexation, zoning, and has applied for approval of a tentative map and/or site plan to allow for the development of the site in conformance with the Specific Plan and General Development

Plan (GDP).

4.5.3 Permitted Uses

The following uses are permitted in the AO Zone:

A. One (1) single-family residence, and one (1) accessory dwelling unit up to a maximum of 1,200 square feet;

B. Agricultural crops and open field grazing;

C. Livestock and Fowl;

D. Accessory buildings, including barns, sheds, outbuildings and greenhouses, when incidental to agricultural uses on premises:

E. Selling of agricultural products grown or raised on the premises;

F. Pasturing and grazing and;

G. Wildlife habitat;

H. All uses in existence at the time of annexation or new uses consistent with the above-listed permitted uses shall be deemed "conforming uses", which are permitted by right in the AO zone.

4.5.4 Animal Keeping / Separation Standards for "New Uses"

The following site development standards shall apply to the keeping of animals, except domestic pets, for "new uses" which are located adjacent to Zoned Parcels. This section shall not apply to a "new uses" being located adjacent to an existing agricultural use. If one or more adjacent parcel boundaries are Zoned Parcels, then this section will apply.

I. Animals shall be kept at least 50 feet, measured in a straight line, from any adjoining property which is zoned for Public/Quasi-Public or the following residential uses; VCE, VLDR, VMDR, VHDR.

J. Animals shall be kept at least 15 feet from interior side and rear property lines, and 25 feet from street side property lines adjacent to VPR, VMU, VOS/LP, VOS, and VOC/MP.

K. Any building, pen, cage, aviary, animal run or area used to contain, house, confine or feed such animals shall not be located closer than 50 feet to any boundary property line of the premises, or any building containing a dwelling unit on the same premises.

L. Any corrals shall maintain a distance of not less than 45 feet from any building containing a dwelling unit on the same premises.

M. Animals shall be secured by a fence at least six feet in height, made of chain-link, five (5) strand barbed wire, woven wire mesh, steel panels or other appropriate confining material. Only low voltage (solar or battery) electric fence or strands may be used. Landowner is required to post warning signs about the use of an electrified fence must be posted at 300-foot intervals on the fence. Property line walls and fences may be used to secure animals, provided the appropriate restraint distances are maintained. Animals shall be kept a minimum of 100 feet from any domestic water well.

N. A reduction in animal separation requirements may also be considered for facilities with proven means of reducing odors, such as covering lagoons, substituting concrete-lined pits for lagoons, and employing recommended ventilation systems for animal confinement buildings. A conditional use permit shall be required to approve reduction in the standards. Applicants may propose alternative setbacks after consulting with qualified agricultural engineers to ensure that the measure will reliably accomplish the intended purpose.

O. Any open-air storage of hay, straw, shavings, brush or similar materials shall maintain a distance of not less than 35 feet from any boundary property line, and a distance of not less than 45 feet from any building containing a dwelling unit or accessory living quarters on the same premises.

P. Any open-air storage of animal manure, composted vegetative matter or similar materials shall maintain a distance of not less than 100 feet from any boundary property line, and a distance of not less than 50 feet from any building containing a dwelling unit or accessory living quarters on the same premises.

4.5.5 Crop/Crop Storage Separation Standards for "New Uses"

The following site development standards shall apply to "new uses" which are located adjacent to Zoned Parcels. This section shall not apply to a "new uses" being located adjacent to an existing agricultural use. If one or more adjacent parcel boundaries are Zoned Parcels, then this section will apply.

Any open-air storage of hay, straw, shavings or similar materials shall maintain a distance of not less than 35 feet from any boundary property line, and a distance of not less than 45 feet from any building containing a dwelling unit or accessory living quarters on the same premises.

A reduction in crop separation requirements may also be considered for facilities with proven means of reducing dust and chemical drift, such as berms, landscaping or similar methods. A conditional use permit shall be required to approve reduction in the standards. Applicants shall consult with qualified agricultural engineers to ensure that the measure will reliably accomplish the intended purpose.

4.5.6 Edge Maintenance

The property owner is required to maintain the setback/separation areas described in 4.5.4 and 4.5.5. These setback areas shall be maintained in accordance with the City of Lincoln Weed Abatement and Public Nuisance requirements.

4.5.7 AO Infrastructure Standards

The construction or installation of a new public sewer or water system will not cause property owners to abandon their private systems. Property owners using private sewer and water systems that are in compliance with applicable codes and regulations may continue to use the private system(s) when new public sewer or water systems are constructed within 200 feet or more from the building or drainage facility.

However, installation of a new private sewer and water system by a private owner shall only be permissible provided that (1) such system complies with all current and applicable local, state and federal environmental health laws and (2) the new private system is not within 200 feet of a public sewer or water facilities at the time of necessary improvements. Restoration or repair of an existing private sewer or water system is permissible provided any restoration or repair of such systems complies with all current and applicable local, state and federal environmental health laws.

All costs and expenses related or incident to the installation and connection of sewer and water infrastructure to a new building shall be borne by the property owner, which includes connection fees and meter costs. The owner shall indemnify and hold harmless the city from and against any loss or damage that may directly or indirectly result from the installation or connection of the new infrastructure by city employees.

When a property owner connects to public sewer, any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material to the satisfaction of the agency of jurisdiction.

Table 4.23: AO Zone Development Standards for "New" Uses	
Lot Standards	
Minimum Lot Area (1)	*5 acres*
Minimum Lot Width (1)	*300 feet*
Maximum Lot Coverage for Primary and Accessory Structures	*20%*
Maximum Structure Height	*40 ft.*
Minimum Primary Building Setbacks from Property Line	
Front	*30 feet*
Side (interior)	*20 feet*
Rear	*30 feet*
Side or Rear abutting a public street	*20 feet*
Minimum Accessory Building(Non- Animal)Setbacks from Property Line	
Front	*50 feet*
Side (interior)	*20 feet*
Rear	*30 feet*
Side or Rear abutting a public street	*50 feet*
Minimum Accessory Animal Keeping Building Setbacks from Property Line	
Front	*50 feet*
Side (interior)	*30 feet*
Rear	*50 feet*
Side or Rear abutting a public street	*50 feet*

(1) As approved in this amended Lincoln Village 7 General Development Plan relative to the interpretation of Minimum Lot Area, Minimum Lot Area does not apply to existing parcels or existing parcels that have been merged into a single parcel. For Lincoln Village 7, Minimum Lot Area may be calculated as gross acres and may include easements and frontage landscape to back-of-curb at City right-of-way.

VILLAGE 7
General Development Plan

5 Residential Design Guidelines

5.1 Overview

This section contains the design guidelines for the residential neighborhoods and builds upon the Land Use Regulatory Guide in Section 3. Where Section 3 of this General Development Plan focuses on the physical design of neighborhoods, these guidelines focus on the design of homes within them. It provides guidance for home siting and orientation, design quality, and architectural style characteristics.

These guidelines are organized into the following sub-sections.

1. Home Siting, Orientation, and Design Variation
2. Residential Design Elements
3. Architectural Style Characteristics

The Residential Design Guidelines are to be applied in conjunction with the residential development standards in Section 4. Together, these sections provide the regulatory framework and design guidance necessary to create residential neighborhoods that are consistent with the design principles outlined in the Regulatory Guide.



The guidelines are not to be applied as strict standards. Instead, they should be interpreted with flexibility, recognizing that a modern implementation of the traditional design elements outlined in this section is anticipated. This will allow home designs to respond to market conditions, development patterns, and/or new information that was not available when this GDP was approved by the City. While flexibility is needed, proper implementation of these guidelines, in tandem with the Regulatory Guide and Development Standards in Sections 3 and 4, is important to create neighborhoods that achieve the vision for the community.

~~5.2 Siting, Orientation & Design Variation Guidelines~~

5.2 Siting, Orientation & Design Variation Guidelines

Where the Land Use Regulatory Guide provides design principles for each neighborhood's development pattern, including the creation of lots and blocks, this sub-section provides the guidelines for the siting and orientation of homes on each lot, as well as the variety of architectural expressions expected of each neighborhood. This is important to ensure that homes will appropriately address the street and define the edge of the public realm and will have sufficient variety in design and character to create a traditional, "built over time" appearance.

The following guidelines should be used to direct the plotting, layout, orientation, and dispersion of home designs within each village residential neighborhood:



Porches and other visual cues instinctively separate the public and private realm.



Lane loaded homes "front" on to residential streets to engage the public realm and include rear lanes with through-access for automobiles.



Garage lanes open on to adjacent residential streets providing view corridors through neighborhoods.

5.2.1 Site Planning & Home Orientation

1. Residential lots should be designed to allow for home designs with indoor and outdoor living spaces oriented to the street, which de- emphasize the appearance of garages, such that the active spaces of a home are engaged with the streetscape.
2. Porches, low fences or walls, landscaping, or other features should be incorporated into home design in order to create a visual distinction between the public and private realm.
3. As provided for in the Regulatory Guide, where homes are located along a neighborhood edge street, where privacy, security and/or noise attenuation are not concerns, homes should "front" on to these streets rather than back up to them. These homes should have architectural elements such as doors, windows, and porches that are visually engaged with the public realm.
4. Homes should include design features, such as front doors, fenestration, and porches that are oriented to the front/street side of the home, to promote "eyes on the street" neighborhood watch.
5. As provided for in Section 5.3, homes located on corner lots or along neighborhood edge streets (such as the c~~C~~entral b~~B~~oulevard) should have enhanced architectural treatments on elevations facing a public street.
6. Where live-end cul-de-sacs or garage lanes terminate adjacent to a neighborhood edge street (such as the c~~C~~entral b~~B~~oulevard), homes should be plotted such that the cul-de-sac/garage lane creates a view corridor from the edge street into the neighborhood. In these instances, the homes located at the end of a cul-de-sac or garage lane should incorporate design elements (front doors, porches, fenestration) that front on to the collector street and engage the public realm.

5.2.2 Design Variation

1. The collection of homes in each village residential neighborhood should incorporate several architectural expressions, using a variety of floor plans, building forms, roof designs, materials, colors, garage orientations, outdoor living spaces, and architectural detailing.
2. Homes should be plotted in a manner that disperses a variety of home designs on each block, which ~~collectively,~~collectively create variety in scale and massing along the streetscape.
3. Each neighborhood shall have a minimum of three floor plans for each single-family housing type and include a minimum of three exterior elevations for each floor plan.
4. No more than two dwelling units with the same floor plan shall be plotted adjacent to one another along a street frontage. Where this plotting condition occurs, the floor plans should be reversed and each home should have a different exterior design, unique with respect to its elevation, roof forms, detailing, and color scheme.

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A variety of home designs and architectural expressions create an interesting streetscape and edge to the public realm.



Garage lanes can create cross connectivity and view corridors through neighborhoods.

5.3 Residential Design Elements

The design guidelines in this sub-section articulate the architectural quality expected of homes constructed in the community. Regardless of each home's architectural stye, there are several important elements that should be considered in home design, which include building massing, roof forms, entries, windows, and exterior finishes.

The intent of this guidance is to ensure that home design helps build the community's sense of identity, provides visually interesting streetscapes, and prevents the resulting neighborhood from appearing monotonous and sterile. By engaging living spaces with the public street, carefully siting and orienting garages, and encouraging a variety of architectural details and exterior finishes, the backdrop of homes that visually define the public realm of each neighborhood will create a sense of permanence and establish a strong community identity.

The design elements addressed in this section should be used to guide the design of single and multi-family homes. The guidelines should be interpreted with flexibility, allowing home design to respond to the context of the surrounding neighborhood, lot sizes, and applicable development standards. Also, the guidelines should be used in a manner that allows individual home design to adapt to the style characteristics provided in Section 5.4. A variety of home designs and architectural expressions create an interesting streetscape and edge to the public realm.

5.3.1 Scale, Massing, and Façade Articulation

Encouraged

The proper design of a home's physical form, its massing and scale, is essential in creating neighborhoods that have a high-quality appearance. To ensure that homes possess a strong foundation for good design, several basic elements should be employed to ensure that the overall form, scale, and appearance of homes in each neighborhood create an environment that is comfortable for residents to walk, bike, and recreate. To achieve this intent, the following guidelines should be employed.



Breaking up the form and massing of homes with variations in building height, bulk, shape, and footprint, with offset wall planes on each façade. Two-story homes should incorporate one- story elements along the front street-side and rear facades to break up massing and provide visual relief. Also, see Corner Lot Guidelines on pg. 5-6.



Articulating building mass with a variety of building orientations, roof forms, and one-story elements.

Providing stylistic diversity using a mix of plan forms and elevations, and a variety of exterior finish materials. See Section 5.2 for additional guidelines regarding creating architectural variety through each residential neighborhood.



Integrating a combination of single and multiple-story elements into each neighborhood to create a varied streetscape skyline.

Using massing techniques that create a series of "building blocks" such that each home's outer form has a complex and interesting shape.

Not Permitted





Building footprints with a basic rectangle or "L-shaped" garage-forward house design.

Unarticulated massing that results in a box-like building form.

Repeated building forms that create visual monotony along the streetscape.

Homes that have repetitious flat wall planes, similar building profiles, and similar ridge heights.



5.3.2 Corner Lots and Neighborhood Perimeter Edges

Encouraged

The architectural treatment of homes located on corner lots and neighborhood edges requires special consideration to ensure that the visual character of the neighborhood is upheld. Wherever the facade of a home fronts along a street, its appearance influences the visual character of the streetscape. Therefore, any street-facing facade of a home located on a corner lot or neighborhood perimeter street should be treated as a primary facade that incorporates enhanced architectural treatments. For these conditions, the following guidelines should be used to direct home design.



Adding enhanced architectural elements to any home elevation that faces the street including the following.

A variety of window treatments including, but not limited to, window surrounds, trim, and multi-paned glass.

A variety of hipped and gabled roof forms.

Exterior façade details such as accent materials, color juxtaposition, and other architectural elements appropriate to a home's individual style; and

Changes in wall planes between first and second floors (as appropriate).



Enhancing corner lot units so that the elevations facing the street are treated as primary elevations. This includes articulated building mass, wrap around porches, single story elements, and detail elements specific to the architectural style of the home.



Making home plans easily adaptable to include elements such as wrap-around porches, bay windows, or pop-outside gables.

Not Permitted

Windows that lack trim elements and/or do not have the same design appearance as those on the front/primary building elevation.





Blank walls with no windows or other architectural enhancements that face a public street or park.



Large wall planes with no breaks between first and second story elements, and/ or with no changes in building massing.

5.3.3 Roof Forms

Encouraged

Roof forms are important elements of both home and neighborhood design and should have a high-quality appearance and provide variety along neighborhood streetscapes.

Careful consideration must be given to roof lines, ridge heights, roof forms, materials, and colors. To accomplish this intent, the following guidelines should be employed.







Varying roof forms within each neighborhood, specific to each home's architectural style, with changes in massing, pitch, and direction.

Using distinctive roof materials and colors on each home, that collectively create enough variety and avoids creating monotone-colored appearance along the street's skyline.

Ensuring that all elements of roof design are appropriate to a home's architectural style, with several different roof forms, planes, ridge heights, design features (gables, hips, dormers, etc.) that break up the mass of the roof and add to the home's architectural quality

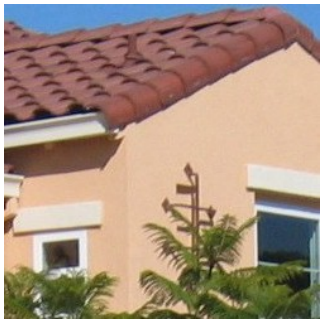
Varying the height of ridgelines and facias.

Using roof materials with substantial, three- dimensional definition and create deep shadow lines along the roof plane.

Specifying roof colors that are harmonious with the color palette of each house.

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Not Permitted

Roof materials that are flat and create no shadow relief along the roof plane~~.~~





Repetitious gable ends, framed side to side on rear elevations.

Repeated roof forms and/or designs that create a monotonous streetscape, such that all houses appear to have a similar or same roof design.



Homes that all utilize the same roof materials and colors throughout the neighborhood.

5.3.4 Entries

Encouraged A home's primary entrance is an important element that influences the character of a neighborhood streetscape. It visually activates a home and engages it with the public realm. As such, a home's primary entrance, its "front door," should be articulated as the main focal element of its street-facing elevation. This is achieved through the appropriate use of several design elements, which are outlined below and should be used to guide the design and orientation of each home's entry.





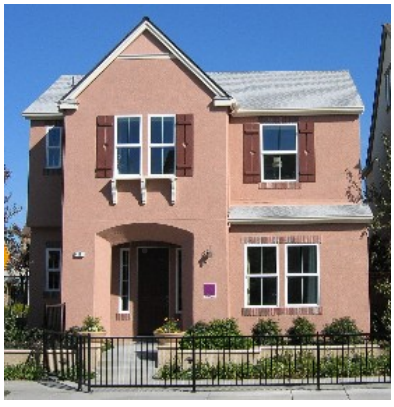
Using roof elements, columns, porticos, recesses or projections, windows or other architectural features that "announce" a home's primary entrance.





Articulating entryways with porches or courtyards, where design is appropriate.





Orienting entryways to the front/street side of the house, and side street on corner units.

Not Permitted

Primary entrances that face a side yard, unless located on a corner lot or a paseo.

Front doors that are hidden behind garage doors and/or are not visible from the street.







5.3.5 Porches and Balconies

Encouraged

Porches and balconies add a visually-pleasing, pedestrian-scaled element to a streetscape edge, which brings outdoor living spaces to the front yard and promotes social interaction among neighborhood residents. These features also provide visual relief to the building mass. As such, porches and balconies are encouraged to promote social activity within the neighborhoods. When porches are incorporated into home design, these guidelines should be followed.



Covering porches with distinct roof forms that articulate the massing of the house, and utilizing wrap-around porches on corner lots, or lots adjacent to open areas.

Raising porches a minimum of 2-feet from the adjacent sidewalk elevation to create a visual separation between the public and private realm, and to provide a sense of security for homeowners.

Designing porches as an integral element of the building, with details, eaves, supports, and railings that are harmonious with the architecture of the home.

Designing porches to be at least 6'-deep and 10'-wide so there is sufficient area for outdoor furniture.





5.3.5 Porches and Balconies, continued

Encouraged



Using a variety of balcony designs, covered or open, and either recessed into the mass of the building or as a cantilevered element to match architectural style.

Adding decorative balconies to articulate and provide visual relief on exterior facades.









Not Permitted

Porches that do not wrap around the side of the house (on corner lots, where appropriate).

Porches that are less than 6'-deep.

Porches or balconies that appear "tacked on" or that lack architectural design elements evident in the home.







5.3.6 Window Treatments

Encouraged

Window location is determined both by the practical considerations of interior views and privacy, as well as exterior home design. To ensure that windows have a high-quality architectural appearance, the following guidelines should be implemented.







Adding trim elements that are appropriate to the architecture of the home and that enhance its appearance and provide shadow relief along each building elevation, including the following.

Decorative or bracketed window heads.

Full trim surrounds.

Fabric awnings or awning shutters;

Decorative shutters.

Detailed sill plates; or

Window boxes and flowerpot shelves.

Utilizing glass with no glazing (clear), or with lightly tinted, non-reflective glazing.

Using windows with dark, anodized, painted aluminum, vinyl, or wood frames that are harmonious with the architecture a~~n~~nd color palette of the home.

Utilizing vertically oriented window forms, with multiple windows paired or ribboned (3 or more) together with a unifying trim surround.

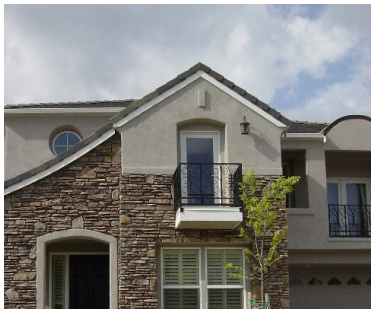
Including decorative trim elements on windows located on the sides and rear of homes, especially on elevations that face neighborhood edge streets and open space areas.



Including transom or clerestory windows in large wall planes, where appropriate to a home's architecture.

Recessing windows, when appropriate to home's architectural style (trim surround not necessary).

Using multi-paned windows where appropriate to architectural style.





Not Permitted





Windows without trim surrounds or architectural enhancements on heads or sills.

Glass with dark or reflective glazing.



Clear anodized or mill-finished aluminum window frames.

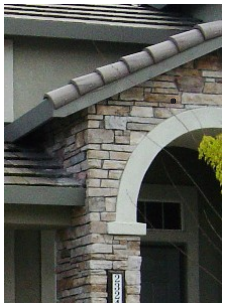
Monochromatic treatment of window surrounds that 'disappear' into the building facade

Clustered window forms that lack a unifying trim surround or bracketed window heads/sills

5.3.7 Materials, Colors, and Exterior Finishes

Encouraged

The composition of a home's colors and materials heavily influences its architectural quality and character. At a neighborhood level, a collection of homes that each possess a well-composed palette of materials and colors, helps generate a timeless appearance, adds diversity to the streetscape and establishes its character and identity. To help direct proper color and material composition, the following guidelines should be employed.





Adding accent materials such as brick, wood siding, or stone to punctuate important architectural forms, such as entryways, balconies, support columns, or porches.

Utilizing material changes in a logical and aesthetically-pleasing manner and that occur at reverse corners or return on a sidewall towards the privacy fence. Unless a material is being used to create a column effect, the side-wall return shall be no less than 4-feet.



Creating color schemes that visually articulate a home's exterior form and that highlight architectural features such as porches, support posts, fascia,
trim, and other detail elements.

Using a maximum of four (4) material types and/or colors, exclusive of the roof and trim.

Including architectural detailing on homes with rear or side elevations that face public streets or parks.





Not Permitted





Accent materials that appear "tacked on" to the house and/or do not have sufficient sidewall return

Large-sheet siding materials such as plywood, T1- 11, or other materials that create an unnatural appearance and/or create distinct reveal lines that are not harmonious with a home's architectural style.

Accent materials that appear fake or synthetic.

Single color use on an entire home, with no distinction between the primary body and architectural elements or trim.



5.3.8 Garage Design and Orientation

Encouraged

The prominence of garages along residential streets are a component that can affect the overall scale, appearance, and walkability of a neighborhood. To ensure that garages are incorporated into the design of each home and do not dominate the streetscape, the following guidelines should be implemented.



Varying garage placement in a neighborhood to reduce the visual prominence of garage doors along the streetscape.

Reducing the visual impact of a doublewide garage by using two single doors, in lieu of one single door.

Using garage doors that have a unique window design and/or color scheme that is appropriate to a home's architectural style.



Reducing the prominence of three-car garage configurations by utilizing off-set and/or separated bays, or tandem garage configurations.

Prevent side-entry/swing-in garages from becoming a focal point along the streetscape by using architectural elements such as windows or flower boxes, on the side wall facing the street.

Creating shadow lines and dimensional relief by using garage doors that incorporate raised panels with a wood-like exterior finish and appearance.



Articulating the garage door plane with treatments such as trellises, Porte cochere, brackets, or architectural headers.



5.3.8 Garage Design and Orientation, continued

Encouraged

Using alternative garage placement options to avoid a visual monotony of garage doors along the residential streetscape, such as the following.

Recessed Garage

Located at least 5 ft. behind the front elevation/living space or porch projection, with setback variations ranging from 5 ft. to 10 ft.

Corner Lot with Side-Street Entry Garage

Garage entry occurs from a side street, thereby eliminating the garage and driveway from the front face of the house.

Forward Swing-In Garage or Split Garages

Located at the front, side, or rear of a plan to reduce garage door's prominence on the streetscape. A minimum of 25 ft. between the garage door and the side property line is needed to accommodate back-up space.

Alley-Loaded Garage

Accessed from a rear or side alley to eliminate driveway cuts along the front street.

Detached Garage

Located toward the rear of the lot behind the primary structure.

Not Permitted

Front-loaded garages that are located closer to the street than the house's primary front walls and/or porch areas.



Garage doors that are flat, appear unnatural, and/or have no windows.

Blank walls facing the street on forward swing-in or side-entry garages.

Garage door placement that dominates the front facade.



3-car garage bays that have no off-sets in the front wall plane or separation among bays.







ENCOURAGED: AC units are screened from view by low fencing and landscaping



NOT PERMITTED: AC units are located next to building entrances and not screened from view.



ENCOURAGED: Equipment rooms provide space for utilities

5.3.9 Utilities and Storage Areas

The design of each neighborhood should give careful consideration for the placement of utilities, equipment boxes, solid waste receptacles, and other infrastructure-related facilities. This is particularly important in neighborhoods with ~~m~~compact development forms, such as small-lot single-family homes or attached townhomes and apartments. The overall intent of these guidelines is to provide design direction for the placement, orientation, and screening of utilities and related facilities to ensure that they are screened from public view and integrated into the design of a residential neighborhood to the best extent possible. With proper attention, these facilities can be unnoticeable elements of a neighborhood versus visually prominent fixtures of the public realm. The following guidelines should be used for air conditioning units, solid waste receptacles, and utility boxes and equipment.

Air Conditioning Condenser Units

1. Air conditioning condenser units (AC units) should be screened from view with a combination of fencing, walls, and/or landscaping. For single-family detached homes, AC units should be in fenced, side or rear yard areas that screen them from off-site view. For compact and/or attached housing types, where limited or no private yard space is provided, AC units should be located adjacent to buildings and banked where possible within single enclosures.
2. Screening of AC units should not interfere with the air circulation requirements of the units and should not inhibit access for unit maintenance.
3. AC units should be located away from building entrances or private outdoor spaces, such as porches and patios.
4. Where feasible for the housing type, AC units should be located on roof tops within equipment wells, or behind parapets or roof ridges, where the equipment can be fully screened from ground-level view.

Solid Waste Receptacles

1. For neighborhoods where individual toters will be used for solid waste, recycling, and/or green waste, toters shall be located within a fenced yard or an enclosure that screens them from view along a public street or garage lane. Acceptable locations include the interior of a garage (provided it does not conflict with the required clear space for parking), within a fenced rear/side yard, or within a separate enclosure that screens them from off-site view.
2. For neighborhoods or multi-family developments where common- use solid waste receptacles are used, each receptacle (or grouping of) shall be located within a trash enclosure that fully screens it from view.

3 The design of trash enclosures should consist of a solid fence or wall, with gate, that matches the style, color, and material of the adjacent building and incorporates landscape screening and plantings such as shrubs and vines.

4 Trash enclosures should be easily accessible for service trucks, with access provided from secondary streets or garage lanes.

5 Trash enclosures should not be located near pedestrian traffic and gathering areas within a neighborhood or multi-family development, such as entries and plazas.

Utility Boxes and Equipment

1 In neighborhoods with compact housing types, including attached homes and apartments, utility boxes (gas meters, water meters, electric meters, etc.) should be banked or clustered together.

2 Utility meters and other equipment should be screened from view with landscaping or screen walls, or should be located within an enclosure or equipment room that screens them from view.

3 Where utilities cannot be fully screened from view, they should be located in landscape planters (not flat turf/groundcover areas) and painted to blend in with adjacent surfaces. For instance, wall-mounted equipment such as electric and gas meters should be painted to match the adjacent building color, and surface-mounted equipment such as transformers and backflow prevention valves should be painted dark green or black to blend in with the landscaping.

4 Components of the neighborhood's infrastructure and utilities, such as electrical transformers, cable/telephone utility boxes, backflow preventers, etc., should be oriented away from public view and should be sited next to buildings or in landscaped areas behind the back of sidewalks, where they can be screened. In addition, these facilities should not be placed in prominent view corridors, such as at street corners or paseos, where they are prominent in the public view or create visual blockages to key pedestrian linkages within a neighborhood.

5 To the extent possible and allowable by utility companies, electrical transformers, cable/telephone utility boxes, backflow preventers, and other infrastructure-related components should be screened with evergreen landscaping or placed in an enclosure.

6 Where utilities are located on the roof of a building, they should be located within roof wells or screened from ground-level view by screen walls that are integrated into the building and roof design. In these instances, equipment screening should not appear to be added or "tacked on" to the roof or building and should utilize materials, colors, and exterior finishes that are integral to the architectural design of the building.



ENCOURAGED: Gas meters banked and located within an enclosure.



ENCOURAGED: Utility meters painted to match building color.



NOT PERMITTED: Gas meters not painted or appropriately screened.



NOT PERMITTED: Transformers not screened from view and located adjacent to building entrances.

5.4 Architectural Style Characteristics

Several architectural styles have been selected for the Lewis Property, which are intended to provide diversity and individuality for each village residential neighborhood, while maintaining an overall consistent character for Village 7. The residential styles include, but are not limited to:

1. American Cottage
2. Craftsman
3. American Farmhouse
4. Traditional Americana

The architectural style sheets provided in this sub-section should be used with the residential design elements in Section 5.3 to guide home design. The massing, character, and detailing of the architectural styles should be as authentic to the selected styles as possible. However, the style sheets should be used with flexibility to allow contemporary adaptations of traditional vernaculars. Architects and designers are encouraged to exercise creativity and individual expression in conceiving and interpreting architectural form.

Furthermore, architectural styles should be honest and appropriate for the building typology. Where feasible, the choice of architectural expression should be derived from the respective building typology (i.e. row towns, courtyard buildings, single family homes, etc.).

5.4.1 American Cottage

The American Cottage architectural style, often influenced by Craftsman homes, provides a strong sense of character in many older California communities. Style elements include massive chimneys, dormers, and tall, narrow multi- paned windows that are often grouped. Roof form is primarily shallow with wide projecting gables. Wide front porches with tapered columns are also indicative of American Cottage design. In an effort to allow design diversity, both traditional and abstract interpretations of this style are encouraged.



Outlooker



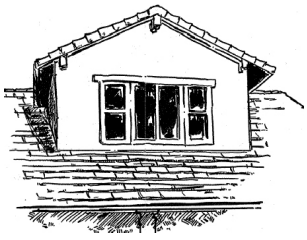
Tapered Columns



Dormer with Shed Roof



Band of Windows



Shallow Roof with Projecting Gable



Wide Front Porch

Graphics shown are for illustrative purposes only.

Element	Defining Characteristics
Form	One and two-story massing with simple gabled roofs
Roof	Primarily shallow roofs with wide projecting gables and wide overhangs; flat or shingle roof tile
Walls	Stucco and/or horizontal siding
Windows	Vertically proportioned multi-paned windows arranged in horizontal banks or bands (paired or tripled); dormer windows with shed or gable roof element
Details	Wide porch across front elevation with tapered column detail; outlookers at gable ends

5.4.2 Craftsman

Inspired by the Arts and Crafts Movements of the late 19th Century, the Craftsman style focuses on the beauty of simplified lines and massing. Craftsman architecture usually features low-pitched roofs with broad overhangs and exposed rafter tails. Materials include stucco and horizontal siding. Wide front porches are another key element—generally supported by heavy wood columns made of wood or stone. In an effort to allow design diversity, both traditional and contemporary interpretations of this style are encouraged.



Outlooker



Band of Windows



Stacked Stone



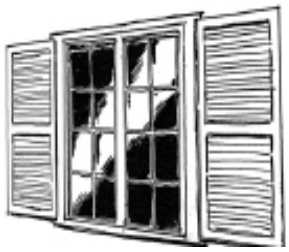
Exposed Rafter Tails

Graphics shown are for illustrative purposes only.

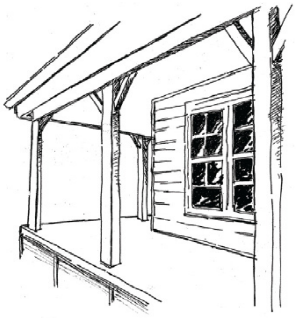
Element	Defining Characteristics
Form	Asymmetrical or symmetrical forms; simplified lines and massing with emphasis on the horizontal
Roof	Low-pitched gable roofs with broad unenclosed eave overhangs, exposed rafter tails; flat or shingle roof tile
Walls	Stucco and/or horizontal siding with stone accents
Windows	Vertically proportioned multi-paned windows arranged in horizontal banks or bands (paired or tripled); dormer windows with shed or gable roof element
Details	Wide front porches supported by heavy tapered wood columns of stone or wood; outlookers at gable ends

5.4.3 American Farmhouse

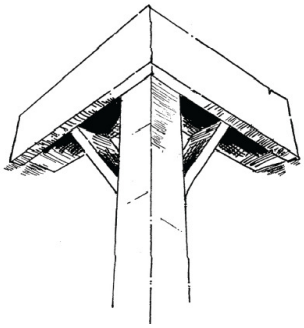
The American Farmhouse is traced back to both Colonial and New England architectural styles. Through technological advances and material availability, the style has evolved from its historical roots. Predominant features include large wrap porches with simple detailing, two-story massing with primary gable, steep pitched roofs, and accent materials. In an effort to allow design diversity, both traditional and contemporary interpretations of this style are encouraged.



Louvered Shutters



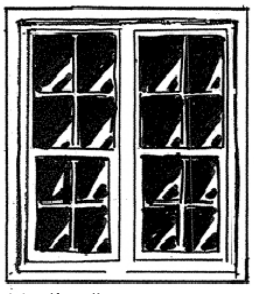
Large Wrap Porch



Square Posts



Primary Gable on Front Elevation



Vertically Proportioned Windows



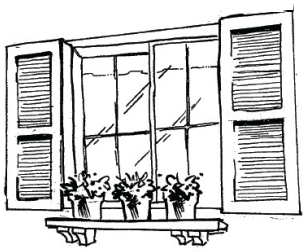
Simple Railings

Graphics shown are for illustrative purposes only.

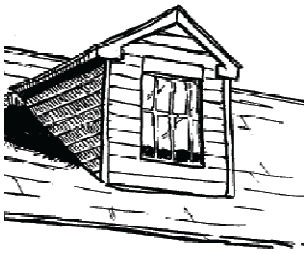
Element	Defining Characteristics
Form	Two-story massing with symmetrical or asymmetrical form
Roof	Steep pitched roofs; primary gable on front elevation; flat or shingle roof tile
Walls	Predominantly horizontal siding; could be combined with stucco and/or vertical siding elements
Windows	Vertically proportioned windows on front elevation
Details	Large wrap porches, square posts and simple railings, louvered attic vents and louvered shutters

5.4.4 Traditional Americana

Traditional Americana architecture recalls residential design from America's heartland. The simple massing is generally asymmetrical—a combination of one and two-story elements. Appropriate materials include brick, stone, wood- like siding, dormer windows, shutters, wide eaves, and wide wrap porches with simple column detailing. In an effort to allow design diversity, both traditional and contemporary interpretations of this style are encouraged.



Shutters with Enhanced Sill



Dormer Windows



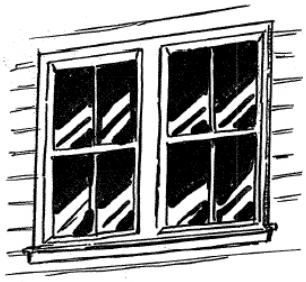
Simple Massing with Gabled Roofs



Wide Porch



Simple Railings



Windows with Simple Trim

Graphics shown are for illustrative purposes only.

Element	Defining Characteristics
Form	One and two-story elements; simple massing, generally asymmetrical form
Roof	Simple gabled roofs with wide eaves (may include shed or side hip roofs); flat or shingle roof tile
Walls	Stucco and/or horizontal siding
Windows	Vertically proportioned multi-paned windows with simple trim; dormer windows; louvered or plank shutters; enhanced sills
Details	Wide wrap porches with simple column and railing details; simplified cornice trim at gable ends

VILLAGE 7
General Development Plan

6 Commercial Design Guidelines

6.1 Overview

Development of the Village Mixed Use site in the Village Center should have a planning and design program that establishes a consistent architectural character. This will ensure that retail buildings and the community center have a cohesive architectural appearance. The design of buildings and structures, including landscaping, signage, and site furnishings will be considered as part of a greater whole.

6.2 Commercial Design Guidelines

Encouraged

The following guidelines will guide the design of non-residential projects.

1 The placement, visibility, and architectural style of buildings constructed for development of the Village Center will evoke a strong sense of place, which reflects the architectural styles used throughout the residential villages.



2 Primary building facades will be sited along, and oriented to, public streets and/or public park spaces.

3 Building facades that are visible to the public realm will be designed with sufficient architectural detail and features to create a visually-interesting streetscape and skyline.

4 Service areas, trash, mechanical equipment, and loading facilities will be located away from street and park edges and screened from view in the public realm.

~~4~~5 The siting and design of all buildings will consider natural site features, relationships to streets, climatic orientations, and proximity to residential areas.~~.~~

~~5 The siting and design of all buildings will consider natural site~~

~~features, relationships to streets, climatic orientations, and proximity to residential areas.~~

6.21.1 Overall Design and Style

Encouraged To ensure that visual appearance of non-residential development is in keeping with the character envisioned for the community, the following guidelines shall be employed:





1. All proposed development shall respond contextually to adjacent land uses. This may be achieved using height, scale, fenestration, and other architectural detailing.

2. Building facades should have an architectural style that complements the natural setting. The overall use of materials and colors shall be coordinated to achieve harmony and continuity of design.

3. Building forms, design elements and features shall clearly define entrance points to the site.

4. Buildings should be sited to provide functional outdoor spaces that enhance opportunities with adjacent open space and park areas.





6.21.2 Scale, Massing, and Façade Articulation

Encouraged: To ensure that buildings have an interesting form that will facilitate the creation of a pedestrian- scaled, walkable environment, the following guidelines should be employed.



1. Building frontages and sides of buildings oriented to the street or other public areas should incorporate a combination of roof lines, building projections and recesses, arcades, a variety of pedestrian level display windows, and trim or belt courses.

2. The wall height, cornice, or parapet line between buildings should be coordinated.

3. Buildings with walls over 50 feet in length shall be visually divided into smaller parts to reduce overall bulk. The apparent mass of a building may be reduced by variations in roof form and parapet heights, changes in wall planes, ground level arcades, recessed entries, vertical accents, pronounced projections, changes in texture and color of wall surfaces, landscape planter areas, and recessed windows with multi-panel treatments.



4. Buildings should incorporate design techniques that reduce their perceived height by dividing the building mass into smaller scale components. One way to achieve this breakdown is to provide a well-defined base, middle and top to the building:

5. A solid building base may be achieved by elements such as low planters and walls, base planting, a base architectural veneer banding and treatments defined by a different material, texture, or color.



6. A well-defined building top may be achieved by using features such as distinct and multiple architectural roof forms, clearly pronounced eaves, and distinct parapet designs and cornice treatments.

7. Other approaches and methods of establishing building definition exist and will be considered if the resulting design achieves a sense scale and character consistent with the surrounding context.







8. Towers and taller building heights, rounded or cut corners, special window display areas, plazas and other elements are strongly encouraged at corner locations to define the space as an important location.

9. Buildings with flat roofs should have pitched roof elements or other integrated architectural features, extended parapets, or projecting cornices in order to create a prominent edge when viewed.

10. Courtyards, patios, covered walkways, trellises, and enclosed gardens are encouraged to facilitate pedestrian use and create opportunities for conjunctive uses with adjacent park and open space areas.

11. Architectural projections such as overhangs, detail elements, columns, awnings, or other architectural features that create a change in wall plane, should be provided along large wall expanses, especially along public streets.





12. Rear and side facades that are visible from public streets or neighboring properties shall be carefully designed with detailing like the front façade. Although the architectural treatment may be simplified and vary according to function, all elevations should remain consistent through style, use of materials, colors, and details.

13. Site walls and screen walls shall be architecturally integrated with the building.





6.21.3 Colors and Materials

Encouraged

The exterior finish of all non-residential buildings should complement the overall character of the community by utilizing the following techniques.



1. A diverse palette of materials and colors on the wall planes, roofs, and ground plane is required to visually articulate the bulk and mass of a building.

2. Building colors should be mainly subtle, neutral, or muted earth tones.

3. Material or color changes should occur at a change of plan, and specifically at "inside" corners. Piecemeal embellishments and frequent changes in materials and/or colors should be avoided.

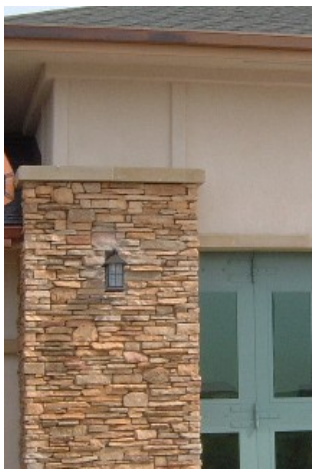
4. Color variation using compatible hues should be used to reduce the apparent scale and building mass of large buildings.

5. Stains and flat paints are encouraged. High gloss paints and other materials that are highly reflective are discouraged.

6. Stripes or bands of highly contrasting or vibrant colors that are not compatible with the style of architecture should not be used.









7. Details and ornamentation may be of pre-cast stone, concrete or synthetic materials, metal, wood, masonry, tile, and glass. The choice of materials should be governed by the style as well as its location and proximity to the pedestrian corridors.

8. Finish materials shall be appropriate in their use and application and be durable and of high quality. Basic wall materials include stucco, masonry (brick and stone), siding (wood, synthetic wood composites), metal and cast concrete or synthetic-concrete composites.





9. Roof materials may be of a built- up or membrane type at parapet conditions, and concrete tile or metal roof (flat, standing seam, or corrugated) at roof pitches 3:12 or greater.



10. All vents, gutters, downspouts, flashing, and similar shall be painted to match the color of the adjacent surface.

11. Reflective, colored, and tinted glass should be avoided, and only clear, transparent windows shall be used on ground floor elevations.



6.21.4 Parking, Service, Storage, and Refuse Buffers

Encouraged The following techniques shall be utilized to screen visual impacts of parking, service, storage, loading, and refuse areas from public view.



1. Service and maintenance areas, storage, loading docks, mechanical equipment, trash facilities, and refuse bins shall be located away and/or screened from public view, including streets, major pedestrian areas, open space areas, parks and school uses. Such areas and facilities should be in low visibility areas that are accessible to service collectors and shall be screened from the view with walls and landscaping. Trash collection, service and loading areas should be separated from main circulation and parking areas.



2. Service and refuse areas of nearby buildings should be clustered together when possible.

3. If applicable, shopping carts should be stored within the building or in a screened enclosure with a wall that is integral to the architectural design of the adjoining building.



4. Trash enclosures should be located away from pedestrian traffic and gathering areas such as project entries and plazas. Common use refuse and recycling containers shall be fully enclosed by a solid fence or wall and gate that match the style, color, and materials of the adjacent building. These elements should incorporate landscape screening planting such as shrubs and vines.

VILLAGE 7
General Development Plan

7 Landscape Design Guidelines

7.1 Community Theming

7.1.1 Streetscape Plan

The Landscape Design Guidelines are assembled for the purpose of intelligently and cooperatively guiding the physical implementation of the Specific Plan, as well as to create a distinctive character and quality image for Village 7. Furthermore, these guidelines are provided to serve as an outline for the community's overall theme and character, and to provide uniform standards for development in compliance with General Plan policies OSC 3-2, 3-9, and 3-10.



The guidelines are intended to encourage creativity in solutions to specific design opportunities. However, to meet the overall objectives of the Specific Plan, certain standards must be met in the General Development Plan. The guidelines provide detailed performance criteria and standards to be considered by City Staff, Design Review Committees, Planning Commission, and/or City Council in the review of the individual developments within the community. Where the provisions of the design guidelines are more restrictive than the zoning ordinance, the General Development Plan shall govern development.

The levels of development, which together provide for the total community experience, include the following.

Private development parcels, including acreage established for single-family and multi-family residential housing and commercial use areas.

Public and Quasi-public development parcels including acreage established for open space, landscape corridors, and public parks.

Specialty components include street tree selection, lighting, decorative paving, decorative walls, fencing, street intersection treatments, vehicular and pedestrian entries, monuments and iconographic signage. These specialty features are the most important elements in establishing a community 'signature', and as such will be dispersed throughout Village 7 as illustrated in this section.

The design theme for the Village 7 community is focused on the rural and agrarian heritage of the area, but with a strong emphasis on Contemporary Californian architectural elements that are common to the cultural legacy of Lincoln.

As a design style, **"Contemporary Rustic Californian"** employs a mix of historical architectural influences, which defines it as a uniquely Californian design style. This is achieved using natural materials such as stone and wood, manmade materials such as brick, architectural elements in earthen tones and detailing that includes metal work for lighting and community furnishings.

With great emphasis on the importance of open space as an integral theme of the Village 7 community, a plant palette and a design scheme has been developed that celebrates both the natural environment and the farming heritage of Lincoln and the surrounding area.

Distinctive community design elements and required components are as follows.

Clay oriented products are responsible for providing some of the most enduring architectural decorative elements in California, and as such, the built elements of Village 7 including pilasters, monuments, and sign walls, will reflect this heritage. Brick colors will be Spanish Moss with dark accents. A hierarchy of signs, monuments and iconographic design elements follows in the proceeding section.

1. Elements traditionally constructed of wood such as arbors and lattice screens should be constructed out of wood-textured metal for durability and ease of maintenance. Finish colors shall be earthen tones of dark brown and ochre with lighter accent colors for emphasis and contrast.
2. Stucco finishes may be incorporated as an accent material in colors illustrated in the preceding section.
3. A palette of plants with an emphasis on color, texture, and layered forms to add a distinctive richness to the landscape has been selected. Any landscape design for parcels, street sections or parks and open space areas should be appropriate for the local climate and soil conditions, harmonize with the native vegetation, and provide an appropriate transition between the formal landscaping in developed areas and the natural character of the open space areas.
4. Plant materials should consist of an appropriate mixture of deciduous and evergreen species, where visual screening is specifically intended. Parking lots subject to shade requirements should be planted with deciduous trees only. Where year-round screening is required, a limited number of deciduous species shall be used.
5. The rate and growth and the ultimate size of all plant materials should be considered in all landscape designs. Plant materials should be selected and positioned to minimize interference with pedestrian and vehicle movement. Also, plant materials should avoid blockage of signs, buildings, and street lighting.
6. In all planting areas a mixture of shrubs, groundcover and/ or mulch should be installed to provide full coverage of soil areas. A variety of complimentary plant materials are encouraged to achieve a richness of texture, shape, and color to reinforce the landscape concept for the community.
7. Planting areas, except for groundcover planting and turf areas should receive a minimum of three (3) inches of walk-on shredded bark mulch. Fibrous (gorilla hair) mulch, crushed colored marble or other aggregates, other than decomposed granite, are prohibited.
8. While drought tolerant species are encouraged all planted areas shall be irrigated with an automatic sprinkler system or drip system. Open space areas that are restored or replanted may receive irrigation that is temporary in nature and to be removed at plant establishment. Sprinkler heads shall be selected and placed to minimize damage from pedestrian and vehicle movement. Head-to-head coverage shall be achieved in all applications
9. All irrigation and landscaping shall conform to City of Lincoln's Water Conservation Ordinance contained in Chapter 15.28 of the Municipal Code, as well as California Assembly Bill 1881 and AB 1420 which promotes and enforces water use and conservation practices.

Master Street Tree Plan

The planting approach for the community incorporates a hierarchy of trees, shrubs, and groundcovers that are intended to evoke a rural landscape setting. Along street edges, the landscape architecture creates a formal setting, with linear rows of street trees and groundcovers. Beyond the street edges, in the linear parkways that separate the major roadways from the developed areas, the landscape architecture creates a less formal, rural setting with trees planted in clusters or small groves, and groundcover and shrub treatments that create a casual backdrop to the urban street edge. Along the site's edges, and along Open Space preserve interfaces, the landscape design approach mimics the site's existing setting, with natural plant species that create a visual transition from the formally developed environment.

The master plant palette specifies several plant materials that vary in species, height, color, and density. Fire-resistant plant species should be used sparingly adjacent to open space areas and roadways. Low growing shrub vegetation and fire-resistant broadleaf deciduous trees should be utilized instead. Consistent utilization of the palette will create a strong, unified landscape framework that helps define the community's sense of place.

To create the desired unified landscape theme throughout Village 7, this section contains plant palettes for trees, shrubs/vines, and groundcovers that should be used for landscape plans for any public spaces, including street edges, linear parkways, and parks/mini parks.

Table 7-1: Master Street Tree Palette

KEY / STREET	CHARACTER	PRIMARY TREE	ALTERNATE TREE
1 FERRARI RANCH ROAD	*Primary Street Tree:*	***Zelkova serrata 'Village Green'*** Village Green Zelkova	None
	Rural Zone: Informal Groupings	***Quercus agrifolia*** Coast Live Oak ***Gingko biloba 'Autumn Gold'*** Autumn Gold Gingko ***Cedrus deodara*** Deodar cedar	None
	Agrarian Zone: Orchard Planting	***Cercis canadensis 'Forest Pansy'*** Purple Leaf Redbud ***Prunus s. 'Kwanzan'*** Flowering Cherry ***Magnolia soulangeana*** Saucer Magnolia	***Laurus nobilis*** Sweet bay ***Lagerstroemia x faurial Hybrids*** Crape Myrtle
	Edge:	***Carpinus belutus'Fastigata'*** Pryimidal Hornbeam	***Crataegus leavigata 'Pauls Scarlet'*** Paul's Scarlet Hawthorne
	Primary Median Tree:	***Zelkova serrata 'Village Green'*** Village Green Zelkova	None
	Accent Median Tree: Nosings	***Lagerstroemia x faurial Hybrids*** Crape Myrtle ***Cercis canadensis 'Forest Pansy'*** Purple Leaf Redbud	None
2 LIBERTY PARKWAY & SHALLUS BOULEVARD	***Primary Street Tree-Central Boulevard:***	***Tilia cordata'Greenspire'*** Little-leaf Linden	None
	Primary Street Tree-Western Boulevard:	***Acer rubrum 'Red Sunset'*** Red Sunset Red Maple	None
	Street Tree: Informal Groupings	***Quercus virginiana*** Southern Live Oak ***Pistacia chinensis*** Chinese Pistache ***Cedrus deodara*** Deodar cedar ***Quercus shumardii*** Shumard Red Oak	None
	Primary Median Tree:	***Ulmus parvifolia 'Drake'*** Drake Evergreen Elm	None
	Accent Median Tree: Nosings	***Lagerstroemia x faurial Hybrids*** Crape Myrtle ***Cercis canadensis 'Forest Pansy'*** Purple Leaf Redbud	None
3 RESIDENTIAL COLLECTOR STREET	**Villages 1 & 2: The Villages**	***Acer rubrum 'Red Sunset'*** Red Sunset Red Maple	None
	Village 3: The Orchard	***Ulmus parvifolia 'Drake'*** Drake Evergreen Elm	
	Village 4: The Vistas	***Tilia cordata'Greenspire'*** Little-leaf Linden	
	Village 5: The Arbors	***Liriodendron tulipifera*** Tulip Tree	
	Village 6: The Avenues	***Platanus acerifolia 'Bloodgood'*** London Plane Tree	
	Village 7: The Retreat	***Quercus virginiana*** Southern Live Oak	
4 VILLAGE ENTRY	***Accent Tree Plantings:***	***Quercus phellos*** Willow Oak ***Crateagus laevigata 'Pauls Scarlet'*** Paul's Scarlet Hawthorne ***Gingko biloba 'Autumn Gold'*** Autumn Gold Gingko ***Lagerstroemia x faurial Hybrids*** Crape Myrtle ***Cercis canadensis 'Forest Pansy'*** Purple Leaf Redbud ***Carpinus belutus'Fastigata'*** European Hornbean ***Cedrus deodara*** Deodar cedar ***Prunus s. 'Kwanzan'*** Flowering Cherry ***Magnolia soulangeana*** Saucer Magnolia	None
5 PRIMARY RESIDENTIAL STREETS (Locations are not shown on Street Tree Concept Map)	***Small Lot:***	***Acer rubrum 'Red Sunset'*** Red Sunset Red Maple ***Laurus nobilis*** Sweet bay ***Nyssa sylvatica 'Wildfire'*** Wildfire Tupelo	None
	Traditional Lot:	***Pistacia chinensis*** Chinese Pistache ***Nyssa sylvatica 'Wildfire'*** Wildfire Tupelo ***Tilia cordata'Greenspire'*** Little-leaf Linden ***Ulmus parvifolia 'Drake'*** Drake Evergreen Elm	None
	Garage Lanes:	***Laurus x 'Saratoga'*** Saratoga Laurel ***Rhaphiolepis 'Majestic Beauty' Standard*** India Hawthorn ***Podocarpus macrophyllus*** Yew Pine ***Cupressus sempervirens 'Glauca'*** Italian Cypress	None

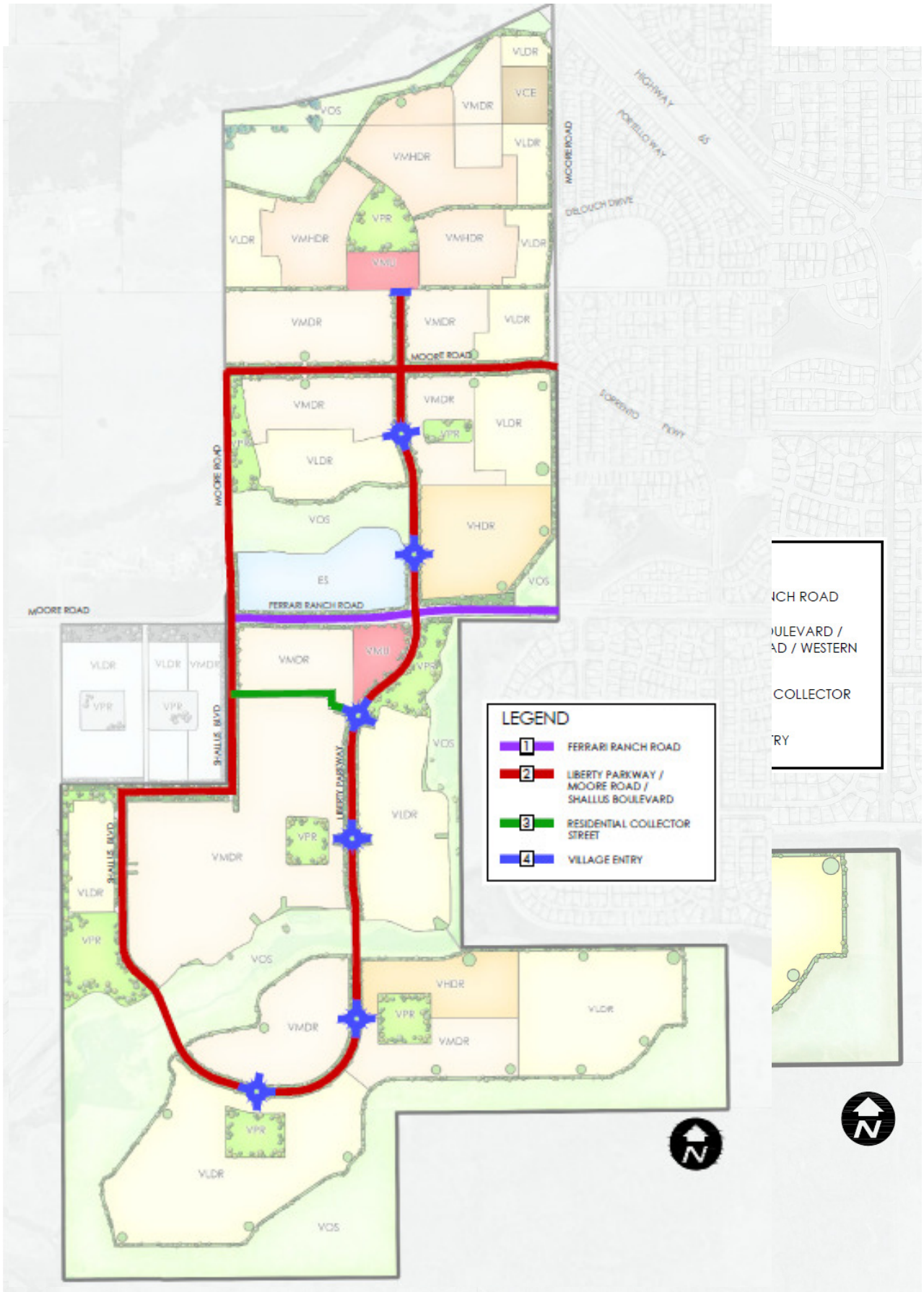


Figure 7-1: Street Tree Concept Plan

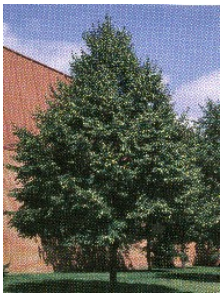
Preferred Street Trees



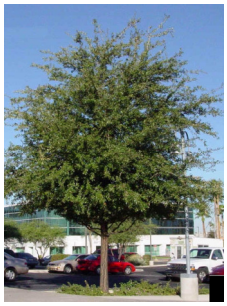
Autumn Gold Ginkgo



Deodar Cedar



Pyramidal Hornbeam



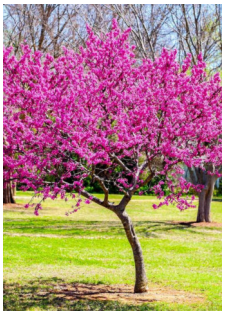
Southern Live Oak



~~Pink Flowering Locust~~Willow Oak



~~Chanticleer Pear~~Pink Dawn Chitalpa



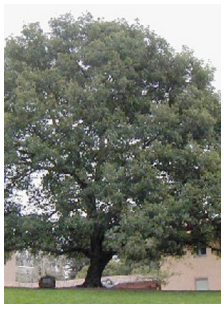
Forest Pansy Redbud



~~Italian Cypress~~Wichita Blue Juniper



Red Sunset Maple



Coast Live Oak



Chinese Pistache



Tulip Tree



Crape Myrtle



Greenspire Linden



Village Green Zelkova

7.1.2 Gateways and Entry Features

Gateways and entrance features are to be visually prominent elements of the public realm that, through thematically consistent design elements, define the character of Village 7. Sited at key locations throughout the community, these features will utilize a common palette of plant materials, hardscape elements, project icons, and accent materials that reinforce Village 7's character and sense of place. A hierarchy has been developed for primary and secondary/ neighborhood entry features, each of which is designed to have a different level of visual emphasis, depending on each feature's purpose and location. The different types of gateway/entry features, including siting and application within Village 7, are outlined as follows.



Figure 7-2: Entry Monument Elevation

7.1.3 Primary Community Entry

Ferrari Ranch Road / Liberty Parkway ~~Central Boulevard~~

The most significant gateways in the community are located along ~~the~~ Liberty Parkway ~~Central Boulevard~~, at the southern and northern sides of its intersection with Ferrari Ranch Road. As the primary entrances into the community, these gateways have an enhanced design that creates a significant sense of entry. As a major points of arrival, these gateways visually establish the hardscape and landscape theme for the entire community. These entry features are intended to align with the Type 1 Major Project Identification Signage outlined in Section 7.2.

Primary Community Entry Key Characteristics

1. Larger-scale monuments framing the intersection of the roadway forming a large plaza entry to the community. These primary monuments are relatively grand in scale and are meant to reinforce the sense of arrival while providing a great pedestrian experience. Bench seating and pedestrian scale lighting shall be installed to provide an intimate pedestrian experience.
2. Low walls will be used to define the plaza environment and shall integrate with thematic walls, pilasters, and the street edges of Ferrari Ranch Road and Liberty Parkway~~the Central Boulevard~~.
3. Entry plaza elements including the pergola and monumentation will reflect the rural character and establish a grand presence at the intersection. The rural character of the community will be reinforced with significant stands of evergreen and deciduous accent trees, planted formally to complement the grand scale of the entrance monument, but transitioning to an informal naturalized pattern as it envelopes the water feature.

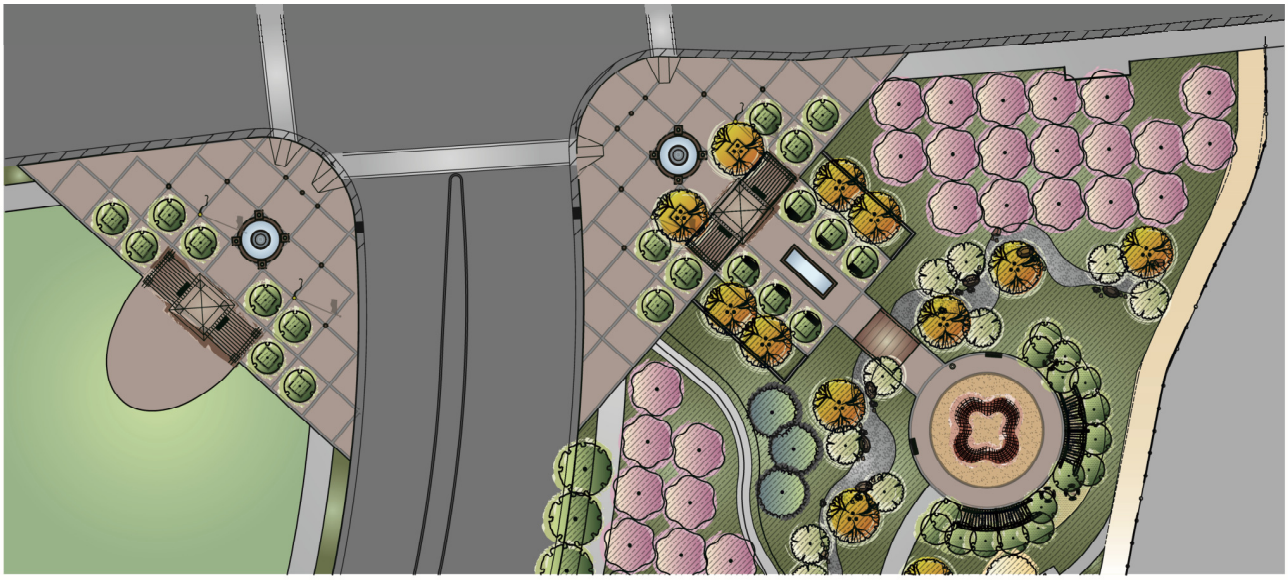


Figure 7-3: Primary Community Entry Plan

4. Lighting and signage may be incorporated into the monument design in a subtle manner that is secondary to the overall form.
5. Accent plants and formal groupings of shrubs and groundcovers planted at the base of the pilasters to add color and variety to the gateway.
6. Enhanced pedestrian crosswalks at intersection surrounding roundabout, defined with stamped concrete, pavers, or other accent material.
7. Trees and shrubs over 18" in height are not permitted in visibility

triangles.

Secondary Community and Neighborhood Entry Features

Secondary Community Entry features and Neighborhood Entry features within the community are distinguished with monuments and pilasters that thematically match the Primary Community Entry feature but are scaled down in size and proportion. The intent is to create landmark waypoints along community roadways and provide a visual transition into each neighborhood. These entry features will be designed in conjunction with Type 3 – Neighborhood Entry Signage (Section 7.2) where appropriate.

Key Characteristics

1. Secondary Community Entry - Smaller-scale monuments flanking each side of the roadway, located at neighborhood entries along Ferrari Ranch Road and Moore Road. Monuments shall be integrated into any adjacent community wall and may be combined with smaller stand-alone pilasters and sign walls.
2. Neighborhood Entry - Small-scale monuments located on street corners at neighborhood entrances along Liberty Parkway~~the Central Boulevard~~.
3. May be combined with Type 3 – Neighborhood Entry Signage.
4. Residential Neighborhood identification signage or thematic logos/ emblems incorporated into pilaster/wall elements in the form of an iconographic logo imprinted in a metal plaque.
5. Lighting and signage shall be incorporated into the monument design in a subtle manner that is secondary to the overall form of the monument.
6. Pilasters flanked by formal plantings of accent trees that reinforce the visual monumentation.
7. Formal groupings of shrubs and groundcovers to add color and variety to the foreground of the hardscape elements.

Roundabouts

Several roundabouts may be located along Liberty Parkway ~~the Central Boulevard~~ at key entrances to the residential neighborhoods. While these features are intended to slow traffic, they also provide visual relief and variety to the streetscape. As such, roundabouts will be treated as focal elements providing visual way points for drivers, bicyclists, and pedestrians. It is important that internal elements of the roundabouts are constructed so as to not impede the view of drivers and pedestrians to avoid potential conflict.

Key Characteristics

1. Roundabouts (width as determined by the City's traffic engineer), should have rolled curbs and be located in the center of the right-of-way.
2. Mounds of shrubs or tall groundcovers layered or stepped within low walls or raised planters to provide visual interest.
3. Enhanced pedestrian crosswalks at intersection surrounding roundabout, defined with stamped concrete, pavers, or other accent material.
4. All roundabouts will conform to the City's design criteria with respect to turning radius.



Figure 7-4: Typical Neighborhood Roundabout Entry

Bridge Features

There are two roadway bridges as well as two pedestrian bridge crossings located within the community. Bridge features should have a thematic architectural design and be clad with brick that matches the hardscape materials used in the entrance features. Wing walls, abutments and any accompanying columns shall also be clad to match.

Key Characteristics

1. Decorative railing and rail caps that provide a three-dimensional,
   architectural appearance along the streetscape.
2. Stone pilasters with decorative caps, used along the street edge to provide rhythmic breaks in the spans of railing.
3. Decorative light standards that are unique to the bridge but are part of the same design "family" of light standards used on all streets.
4. Brick cladding that matches the other hardscape materials used in entrance feature.

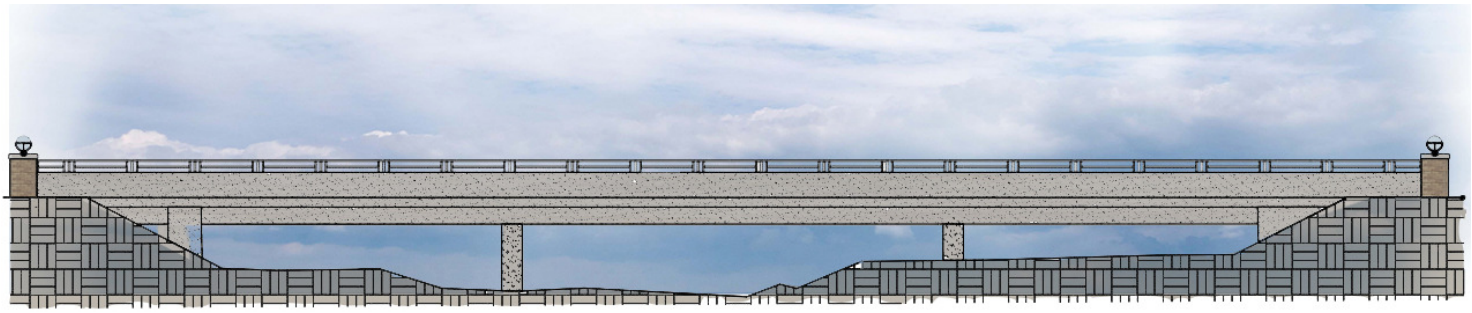


Figure 7-5: Ferrari Ranch Road Bridge Crossing

7.2 Community Signage

Signage and landmarks are important elements of the overall character and streetscape theme in the community. The proper location and design of signage features help orient residents and visitors to the community, while reinforcing its sense of place.

The signage philosophy is to establish the project's identity through a combination of thematic entrance features, hardscape elements, and related signage and landmarks. Guidelines for entry features are provided in Section 7.1. The community signage and landmark features described in this section are intended to create a cohesive system of icons for project identity and way finding and thus should be read in conjunction with Section 7.1 for proper application of monuments and signage.

Sign elements referred to in this section are intended to globally address the community's identity, rather than specific project or tenant identification. Specific sign requirements for commercial businesses are subject to review per a sign program approved as part of the future site-focused Specific Development Plan for that site.

Several sign types are envisioned to enhance the community character of Village 7. Figures 7-6 and 7-9 show the location of these various sign types throughout the Village 7 community.

Type 1 – Primary Identification Signage: Located at Village 7's primary entrance gateway at the gateway at the entry bridge on Ferrari Ranch Road. It identifies the Village 7 community and announces entrance into the residential neighborhoods beyond.

Type 2 – Secondary Community Entry Signage: Located at the secondary community entry at the intersections of Ferrari Ranch Road and Moore Road, and Moore Road and -Liberty Parkway~~the Central Boulevard~~, these signs function much like the Type 1 signage, but have a smaller scale.

Type 3 – Neighborhood Entry Signage: Residential entrance identification signage, distinguishing each of the residential neighborhoods.

Type 4 – Community Feature Signage: Identification signage located at public parks, schools, or other civic facilities; also, interpretive signage located along multi-use trails within the Open Space preserves.

Type 5 – Marketing Signage: Temporary signage used to orient visitors to model homes and other community features when the project is under construction. (Locations not shown; to be determined at time of development.)

Type 6 – Open Space Signage: Type 6 signage interpretively identifies the surrounding open space areas and destination points along the

multi-use paths.

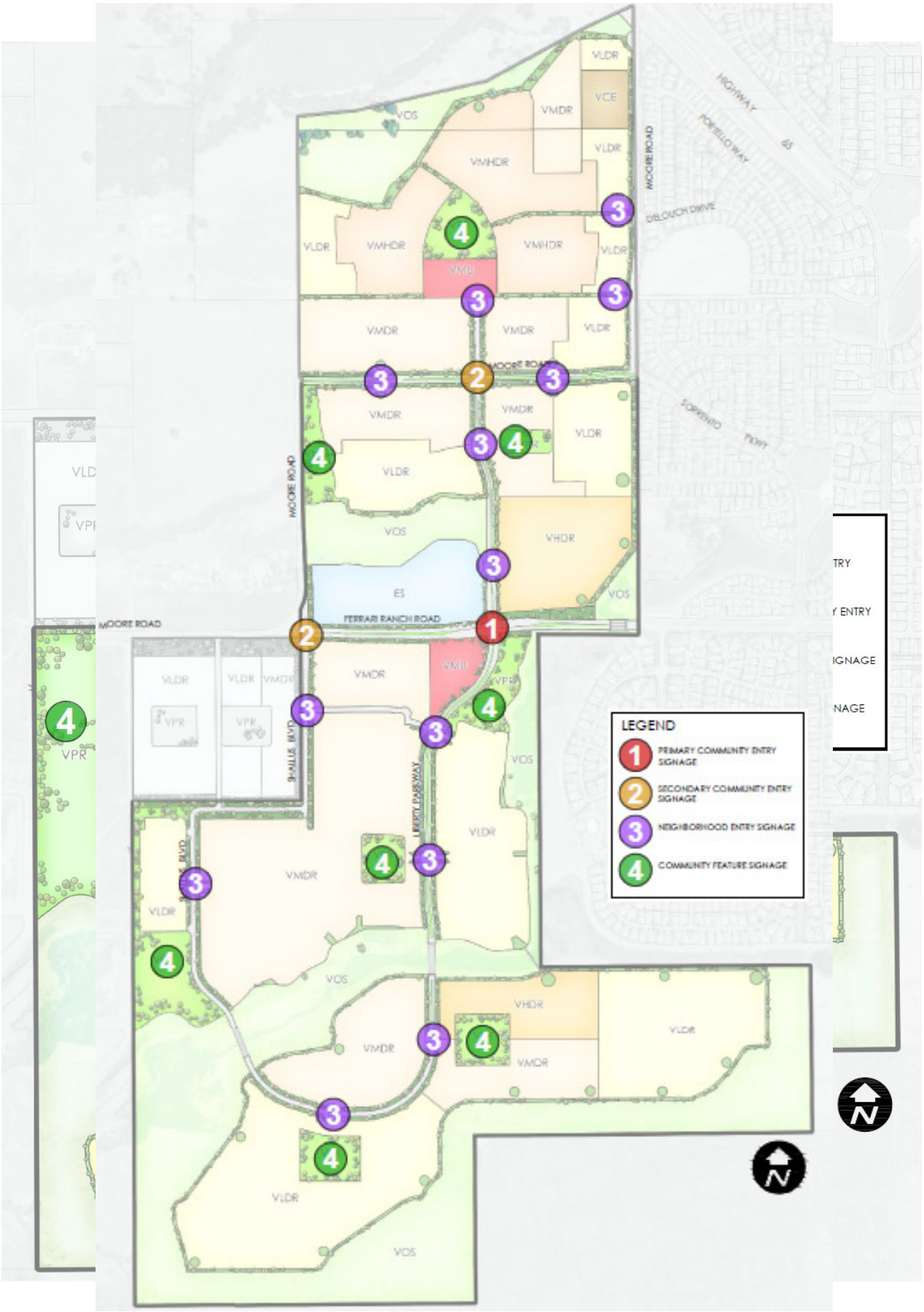


Figure 7-6: Community Signage Key Map

Type 1 – Primary Identification Signage

This sign type is intended to be incorporated as a freestanding element into the Primary Community Entry feature, located at the intersection of Ferrari Ranch Road and Liberty Parkway~~the Central Boulevard.~~

Elements include the following.

1. Signage and logos incorporated into thematic walls flanked by thematic pilaster.
2. Project identification text provided with raised metal letters at a minimum height of 10-inches, set on stucco background.
3. Maximum area per sign is 50 sq. ft. and is limited to community identification.
4. The height and width of each sign may vary and shall be complimentary to the entry monument feature that it is incorporated into, such that each sign serves as easily read community identification marker.
5. External illumination via ground-mounted, vandal-resistant, up-lights

Type 2 – Secondary Community Identification Signage

This sign type is intended to be incorporated as a freestanding element into the Secondary Community Entries outlined in Section 7.1.

Elements include the following.

1. Signage and logos incorporated into thematic walls flanked by thematic pilaster.
2. Project identification text provided with raised metal letters at a minimum height of 8-inches, set on stucco background.
3. Maximum sign area for each logo/emblem is 6 sq. ft.
4. Height and width of each sign may vary and shall be complimentary to the entry monument feature that it is incorporated into, such that each sign serves as easily read community identification marker.
5. May have external illumination via ground-mounted, vandal-resistant, up-lights.

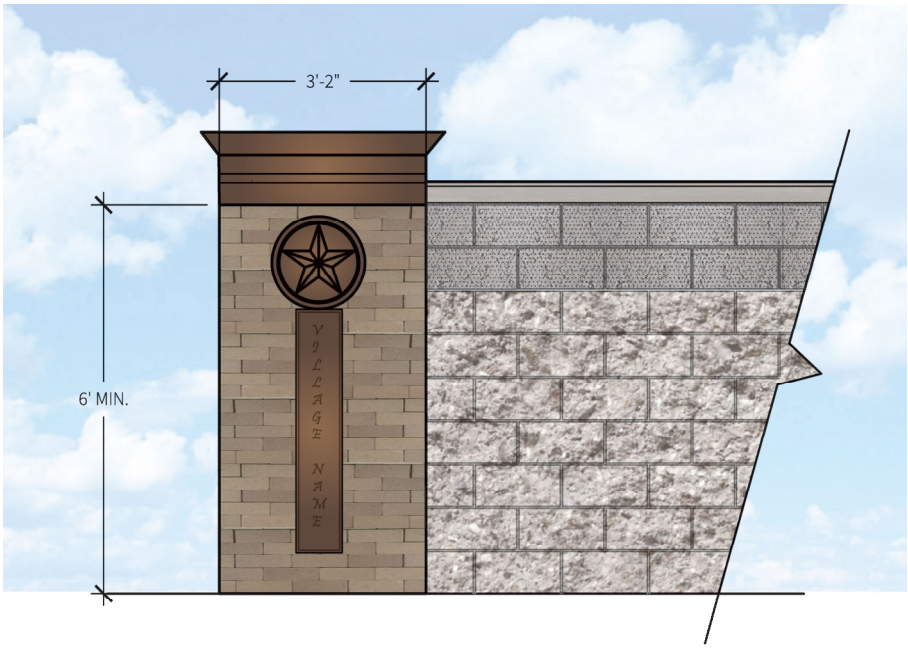
Type 3 – Neighborhood Entry Signage

The landscape features at each residential neighborhood entrance are permitted to have identification signage. Signage shall repeat the community project identification theme or may identify the specific neighborhood with a logo insert in the form of a metal plaque.

Elements include the following

1. Decorative stone pilaster thematically designed to complement the Primary and Secondary Community Signs and Monuments. (8'-high maximum).
2. Materials consist of brick that match the project's hardscape theme.
3. Neighborhood identifications and/or logos shall be located on a metal plaque.
4. May have external illumination via ground-mounted, vandal-resistant, up-lights.
5. May be located on neighborhood entry corners.

Figure 7-7: Typical Neighborhood Entry



Type 4 – Community Feature Signage

Type 4 signage identifies key features and destination points, such as the project's parks, multi-use trails, school, community building, open space and other community features.

Elements include the following.

1. Free-standing wall signs (5'-high maximum).
2. Materials consist of brick that match the project's hardscape theme.
3. Signage is limited to identifying the facility or community feature.
4. Consistent font used on all Community Feature signs.
5. Sign lettering is provided as surface mounted metal lettering. Maximum size: 12-inches
6. Maximum lettering area of 20 sq. ft.
7. May have external illumination via ground-mounted, vandal-resistant, up-lights.

Type 5 – Marketing Signage

Type 5 signage provides a unified approach to on-site temporary marketing and real estate signage that is common within a master-planned development during build-out. These signs are intended to orient visitors to model homes and other community features and will be removed upon build-out of the community.

Elements include the following.

1. Freestanding signs (8'-high maximum), with support posts.
2. Thematic posts, sign board, and color scheme that is complimentary to the rural streetscape character and permanent hardscape features.
3. Coordinated signboards with removable marketing signage and logos.
4. Maximum sign area of 48 sq. ft. per side.
5. Located in parkway strips between curb and sidewalk, in a manner that does not obstruct vehicular sight distances.
6. Marketing signs are subject to a master sign program and master Encroachment permit.

Type 6 – Open Space Signage

Type 6 signage interpretively identifies the surrounding open space areas and destination points along the multi-use paths. All open space signage shall conform to the City of Lincoln Sign Ordinance.

Elements include the following.

1. Locate approximately every 500' (as appropriate per the design) along multi use trail inside the post and cable fencing and at trail entrance points.
2. Locate a 3' radius zone around the sign adjacent to multi use trail.
3. Signposts should be anchored in a concrete footing, sloped to drain.
4. Sign text and/or content subject to change according to City of Lincoln Sign Ordinance.



Figure 7-8: Typical Open Space Signage



Figure 7-9: Open Space Signage Key Map

7.3 Walls and Fences

Walls and fences throughout Village 7 are intended to provide screening between properties and uses, help define the edges of linear ~~parkways, and~~parkways and provide privacy and security for private property. It is anticipated that there will be limited use of walls, except along the north and western edges of the community where required for sound ~~attenuation, or~~attenuation or where incorporated as part of entry features. The design and material for walls and fences varies depending on the specific purpose but will be united through a common thematic color/ material application. Several wall and fence types are ~~provided for~~provided, as summarized below, and illustrated as follows.

Type 1 – Perimeter Walls and Fencing: Masonry soundwalls and/ or open view fencing (or combination thereof as appropriate to the particular setting) to visually distinguish between the public and private realm.

Type 2 – Tubular Steel View Fence: Semi-transparent barriers typically located between private yards and open space preserves.

Type 3 – Post and Cable Fence: Low-scale fencing along open space edges that visually define preserve areas.

Type 4 – Standard Mesh Fence: Semi-transparent barriers for use at the school site.

Type 5 – Wood Fence: Property line fencing in residential areas to define side and rear yard spaces and provide privacy and security.

The typical location for each fence type is illustrated in Figure 7-10~~3~~. In addition, guidelines for the siting of residential yard fencing are provided later in this sub-section.

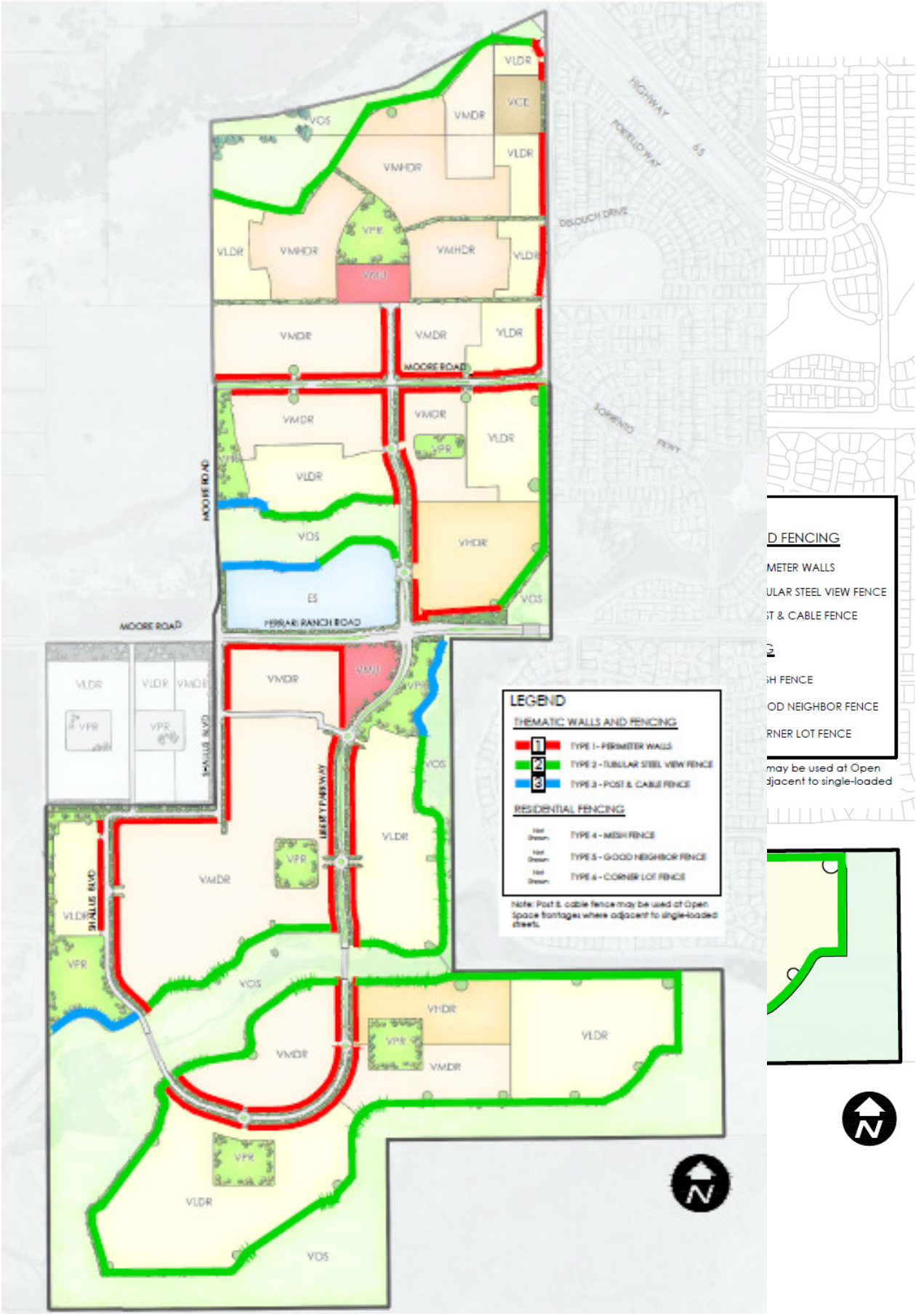


Figure 7-10: Wall and Fence Key Map

7.3.1 Type 1 – Accent Fencing and Low Decorative Walls

Perimeter walls and fencing are used throughout the community, accomplishing several objectives. In entrance features, perimeter walls are used as decorative features to enhance the streetscape and reinforce the landscape theme and will be combined with minor entry monuments for signage purposes. These elements are also used to define the edge between linear parkways and adjacent land uses at the back of major roadway corridors and can also be used to screen utility boxes within the landscape corridors.

Guidelines are as follows:

1. Perimeter walls and fencing should be 6' minimum in height and constructed of durable high-quality materials.
2. Perimeter walls shall be constructed of CMU and should include a decorative wall cap.
3. Utilize thematic pilasters at regular intervals as determined by topography and/ or product types, and at changes of direction for both the accent fencing and low decorative wall.
4. At key points, such as corners, pilaster may be larger in size for decorative accent.
5. Where provided, caps on pilasters and fences should be simple in character and may extend above the fence height limit.



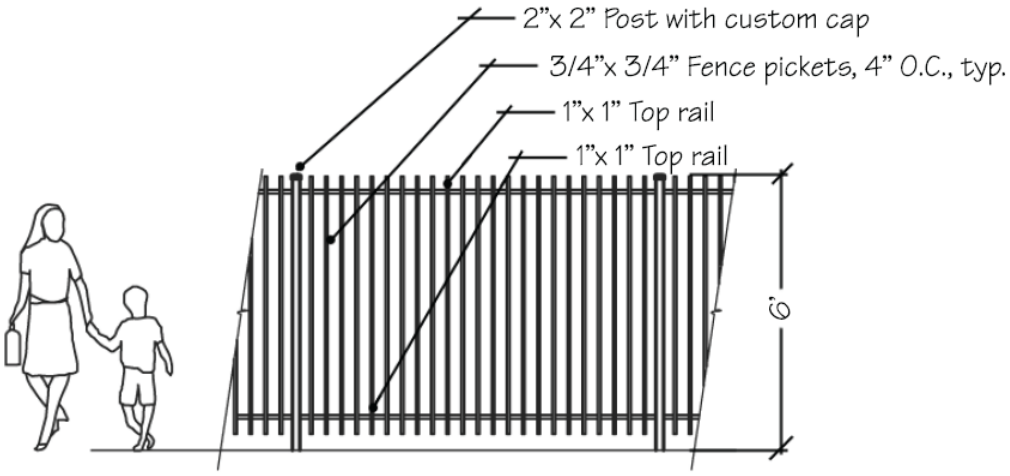
Masonry Wall

7.3.2 Type 2 – Tubular Steel View Fencing

Tubular steel view fencing is intended to provide a barrier between different land uses where maintaining or maximizing views is desired. Appropriate applications of this fence type include edges between private residential yards and open space preserves, linear parkways, or parks. Tubular steel fencing may also be used along the school. Figure 7-10~~3~~ indicates the typical locations for Type 2 fencing throughout Village 7. The application of this fence type is also shown on the residential yard fencing diagrams provided later in this section.

Guidelines are as follows:

1. 6-feet high tubular steel—painted black.
2. Posts at 8-foot intervals. Pilasters shall be installed at the terminus of all Tubular View Fence as it approaches road rights-of-way. Fence shall not be directly attached to pilaster.



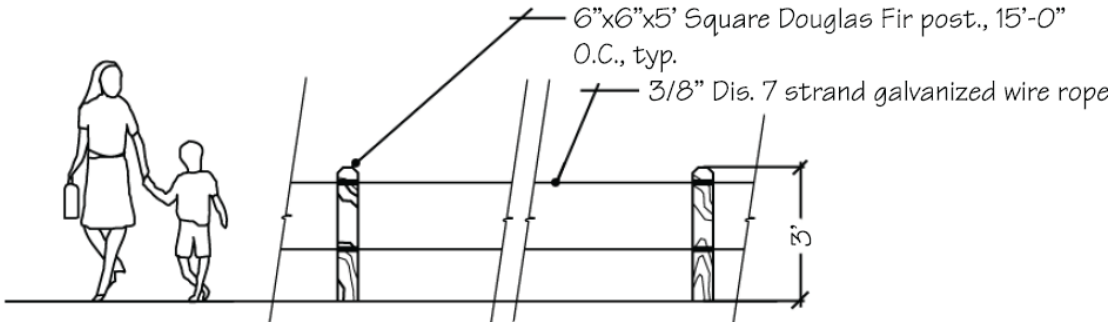
Tubular Steel View Fence

7.3.3 Type 3 – Post and Cable Fence

To limit vehicular and pedestrian access to open space and wetland preservation areas, post and cable fencing is designated for use along the edges of open space parcels abutting public spaces such as parks and along roadways. Figure 7-10~~3~~ indicates the typical location of this fence type throughout Village 7.

Guidelines are as follows:

1 Refer to accompanying standard detail for more information.



Post and Cable Fence

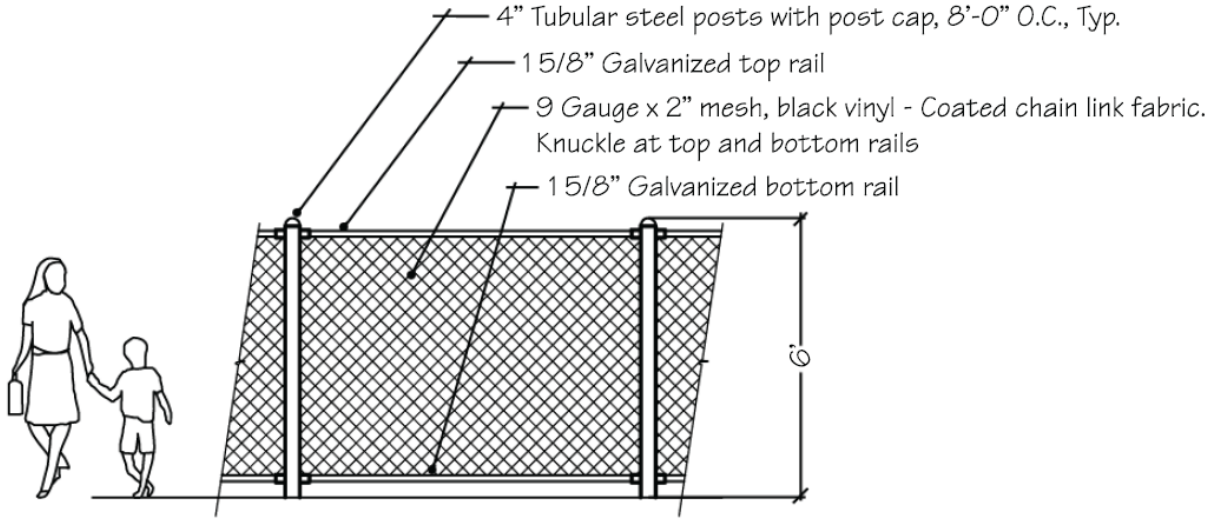
7.3.4 Type 4 – Standard Mesh Fencing

Mesh fencing is intended to provide a semi-transparent barrier at the school site, where needed along site edges to protect children. The actual layout and location of this fence type shall be determined by the school district.

Guidelines are as follows:

1 6-feet high metal mesh fence-black vinyl clad.

2 Black posts and cross rails.



Standard Mesh Fence

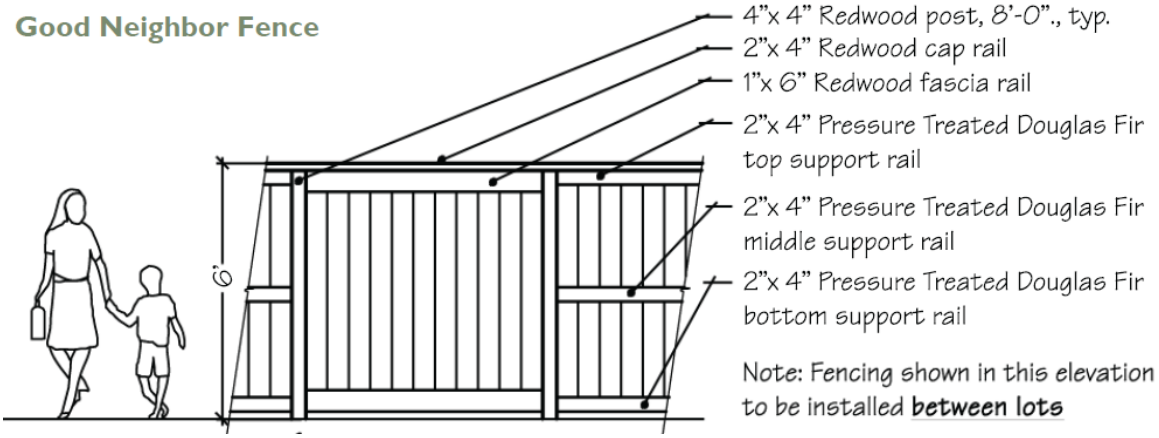
7.3.5 Type 5 – Wood Fencing

Solid wood fencing is intended to provide privacy and security between residential units. Typically, this fence type is to be installed between single- family residential units on all sides, unless parcel configuration backs onto to open space, parkland, or a linear parkway. Two fence type design standards are provided: a Good Neighbor Fence to use between private yards, and a Corner Lot Fence to use along street edges.

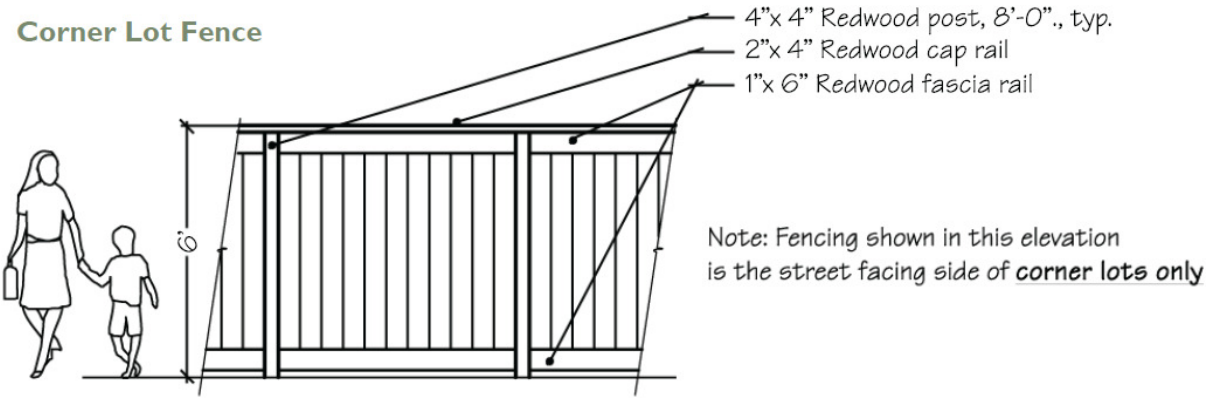
Guidelines are as follows:

1. Up to 6-feet high.
2. Constructed of number 2 grade lumber or better. Construction grade lumber or dog-eared pickets are not allowed.
3. Fence color to be determined during neighborhood review.
4. Good neighbor fencing used between lots.
5. Corner fencing height is subject to sight distance requirements.
6. Corner lot fencing shall return to a house wall no more than 10-feet from the corner of the unit but may extend further to block views to bedroom or bathroom windows. Corner lot fencing shall not be placed in front of kitchen, living room or dining room windows.

Good Neighbor Fence



Corner Lot Fence

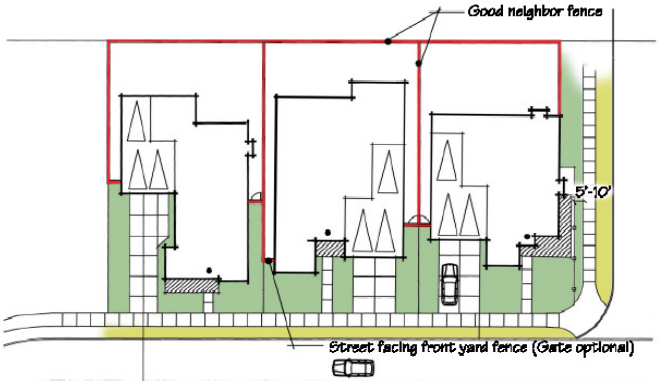


7.3.6 Siting Guidelines for Residential Yard Fencing

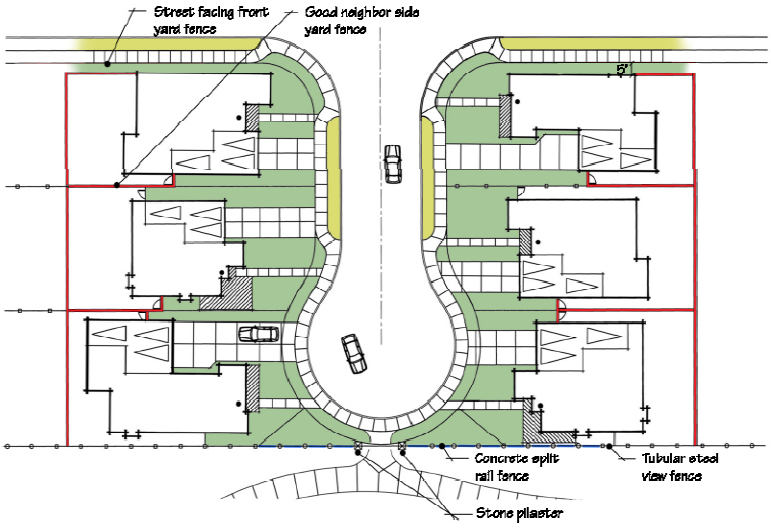
The siting and placement of residential yard fencing is an important element that helps shape the visual character of Village 7's public realm. Several different fence types are allowed, as previously outlined in this sub-section. For residential properties, careful attention must be given to the placement and siting of fences to ensure that homes are engaged with the street. The goal of these guidelines is to ensure that:

1. Fencing defines, and helps create a visual transition between, the public realm and each home's private yard space.
2. An appropriate level of screening and privacy is provided for each home.
3. Homes remain engaged with the public realm, such that fencing does not create a hard edge or barrier that physically blocks a home's interface with the streetscape.

To this end, several diagrams are provided to illustrate the appropriate placement of fencing on residential lots, each of which is tailored to address the different circumstances of Village 7's various housing types.

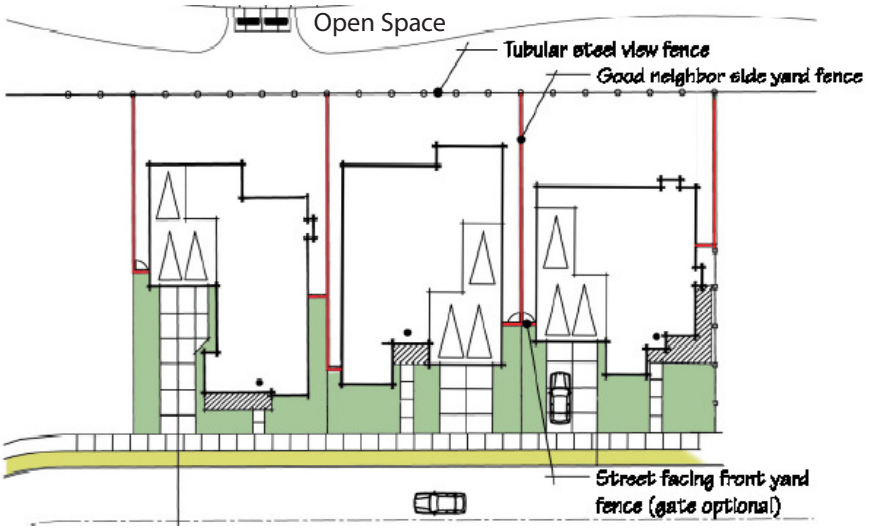


Front Loaded Lot

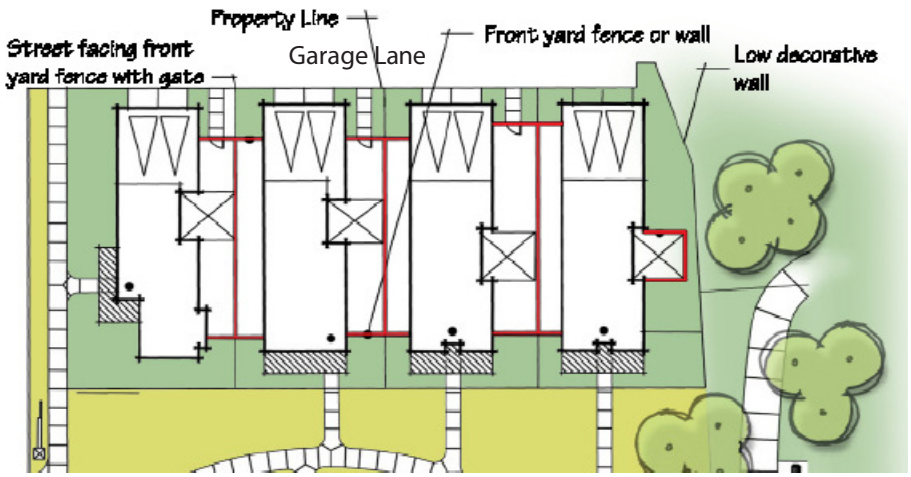


Live-End Cul-de-Sac

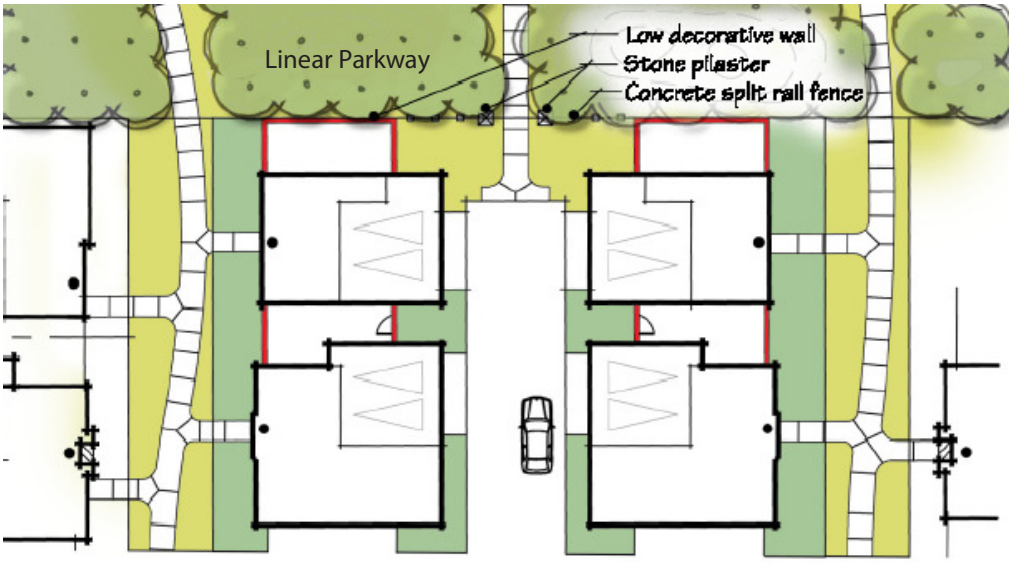
Front Loaded Lots at Open Space



Rear Loaded Lots



Lots Adjacent to Linear Parkways



7.4 Parking Lot Landscaping and Shading

7.4.1 Landscape Guidelines

The primary goal for design of parking areas is to reduce and soften the visual impact of large asphalt areas and views of cars and to provide shade for parked cars. The following goals and guidelines apply primarily to the Town Center and Community Park but shall be applied to any public parking environment except on-street parking.

Guidelines are as follows:

1. To provide shade, trees in parking areas should be planted in an "orchard style" grid pattern. This approach will provide shade, reflect the agrarian heritage of the region, and create a visually pleasing environment. See shading Requirements on the following pages for details.
2. Provide convenient and safe pathways to minimize pedestrian conflicts with vehicular traffic.
3. Shrub/hedge screen planting should be provided where parking lots face streets, plazas, property edges and between parcels. All hedges used for parking lot screening should be a minimum of 30 inches tall or be used in combination with earthen berms or low walls that provide an appropriate screen.
4. Encourage the use of bio-swales in parking lots where feasible.
5. Sight lines should be maintained for vehicle safety at entry points and to each parking aisle within parking lots.
6. A minimum standard of a 15 ft. wide landscape buffer shall be maintained between all parking lots and buildings and parking lots and property edge. This may include walks.
7. A minimum standard of a 15 ft. wide landscape buffer shall be maintained between all parking lots and streets.
8. A minimum standard of a 10 ft. wide landscape buffer shall be maintained at all side and rear property lines adjacent to parking lots.
9. Vehicle overhang allowance at parking lot edge into landscaping or over sidewalk shall be a 2 ft. maximum.

7.4.2 Shading Requirements

Shading Design Intent

Trees shall be planted and maintained throughout the surface parking lots to ensure that within fifteen years after planting of trees, at least 50% of the parking lot will be shaded. This should be calculated by using the estimated crown for mature trees, assumed to be at fifteen years of age. Each planting area shall be of adequate size for the landscaping approved and shall have adequate irrigation for the landscaping.

The shade requirement is for all parking stalls and the maneuvering space directly behind the parking stall. If a site has two or more unconnected parking areas, shade is calculated separately for each area. If they are connected by a joining drive, they are calculated as one lot. The following paved areas are not required to comply with the shade requirements.

1. Driveways and drive aisles not used for parking maneuvering.
2. Truck loading, parking, and maneuvering unconnected to and exclusive of any vehicle parking.
3. Surfaced areas not to be used for vehicle parking, driving, or maneuvering, provided they are made inaccessible to vehicles by a barrier such as bollards or fencing.

Shading Calculations

1. Shade is determined by using the appropriate percentage of the crown as indicated on the Shade Credit Calculations.
2. Trees selected for shade shall be deciduous.
3. In meeting the shade requirements, parking lot landscaping shall include not less than a minimum of 1 tree per 5 end-to-end parking spaces. End aisles should have 2 trees minimum where feasible.
4. Shade credit calculation shall be based on the estimated tree canopy at 15 years when trees are expected to mature.
5. Planters shall contain earth and living ground cover with adequate and approved irrigation.
6. Existing tree species on site may be identified for consideration in shade credit calculation. In these cases, the actual canopy area that shades paved area shall be measured and applied to the shade credit calculation.
7. Overlapping shade does not count twice when crowns overlap more than 25%.
8. Parking lot lighting shall be located to avoid conflict with the required trees.

Shade Credit Calculations

The following list outlines the shade credits in square footage for trees with various crown diameters and should be used for shade calculations. Shorter trees with a smaller crown diameter may be used. All diameters listed assume mature trees at 15 years of age.

New 35 ft. diameter parking lot trees: 100% Value = 962 SF

New 30 ft. diameter parking lot trees: 100% Value = 706 SF

New 25 ft. diameter parking lot trees: 100% Value = 491 SF

New 20 ft. diameter parking lot trees: 100% Value = 314 SF

Existing Trees: Area of tree canopy that actually shades parking lot.

7.5 Street Lighting

Lighting is an important element in the landscape and should be used to contribute to a safe and attractive environment. Natural areas may require minimal light levels while street intersections will require illumination levels for safe pedestrian crossings. Lighting also reinforces the community's overall design theme and sense of place by adding a common, thematic element that is repeated along all major roadways.

Lighting Guidelines:

1. The project's street lighting should have a thematic nature, evoking the rural character of the plan area, and working in conjunction with the hardscape and landscape materials to define the community's sense of place.
2. Lighting fixtures have a hierarchical form along the various street frontages, with larger-scale fixtures used along Ferrari Ranch Road and Liberty Parkway ~~the Central Boulevard~~, Moore Road and smaller, pedestrian- scaled fixtures used along residential streets, as defined in the lighting prototypes.
3. A distinguished lighting fixture design should be used on all bridges, which are clearly part of the same design "family" as the primary light fixtures, but that define each bridge as signature element along the streetscape.
4. Illumination levels on roadways should allow drivers to clearly see all road alignments, potential obstacles, and traffic control signage. Intersections or unique conditions should receive more light.
5. Street lighting shall conform to the City of Lincoln's minimum illumination level standards for public streets.
6. Light fixtures shall be adequately spaced to provide consistent safe levels of illumination and to minimize shadow interference from trees.
7. Walkways, entry areas, courtyards, paseos, and plazas should be lit to provide a sense of personal safety for pedestrians and to minimize shadows, with extra lighting provided at intersections, steps, ramps, and other obstacles.
8. Parking and vehicular circulation areas should complement the streetscape fixtures and meet City illumination level standards for parking areas.

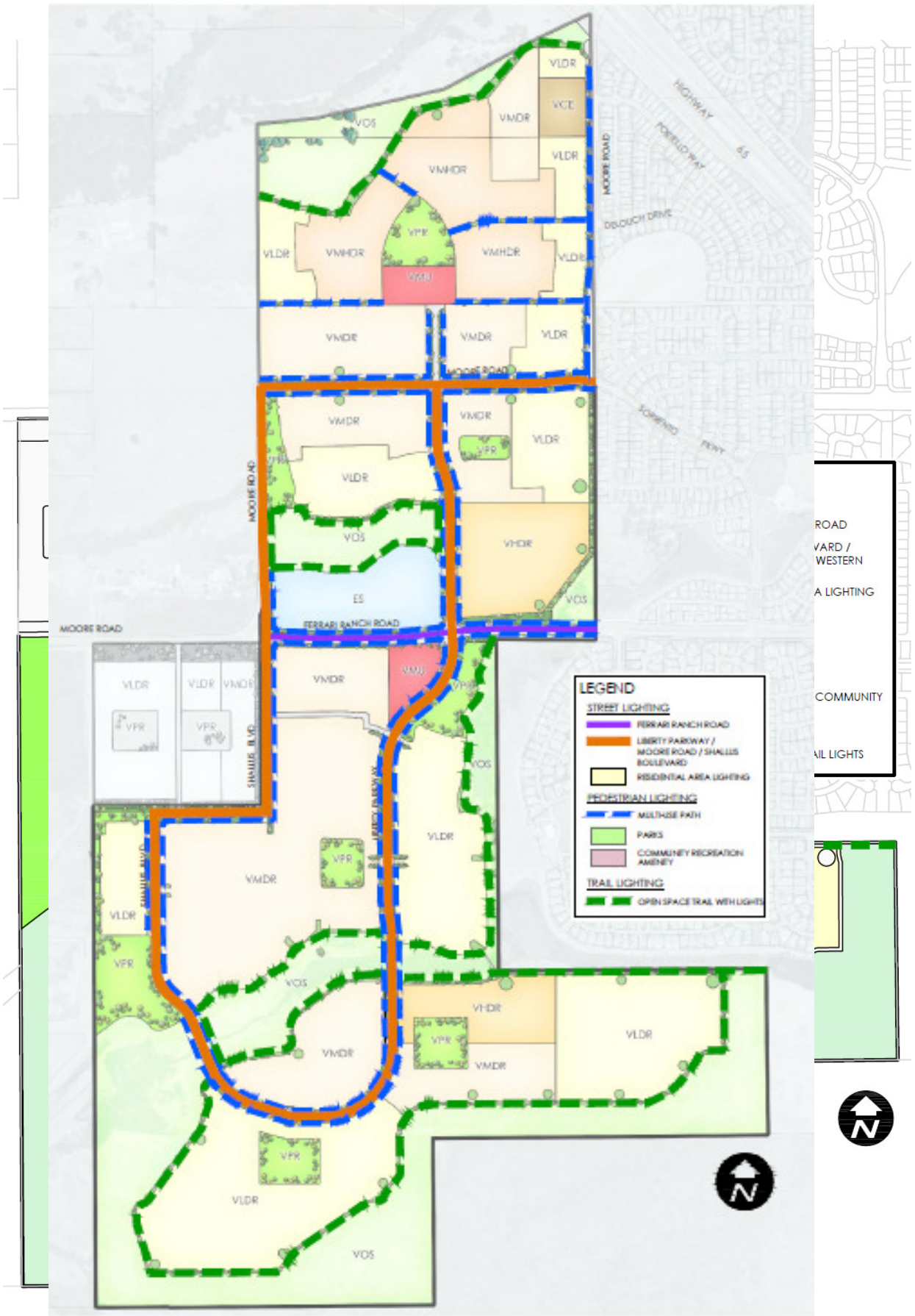
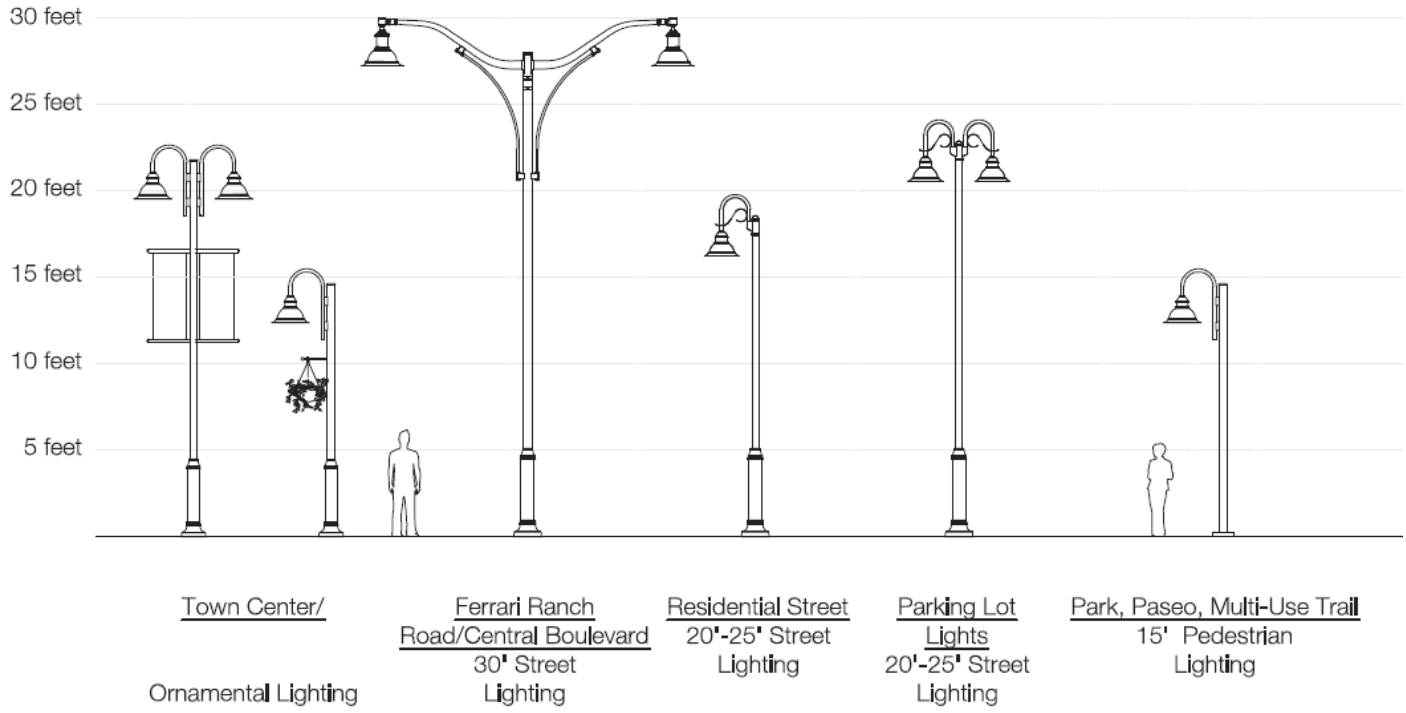


Figure 7-11: Street Lighting Key Map



Lighting Design Prototypes

7.6 Landscape Edges & Buffers for Sensitive Area

Several site-specific conditions exist throughout the community that warrant special landscape design and treatment. The City's Wastewater Treatment and Reclamation Facility (WWTRF) is located along the western edge of the site and a landscape edge should be designed accordingly and create an appropriate separation between the community and this facility. Additionally, a system of open space preserves is located throughout the residential neighborhoods, and the landscaping along these interfaces should provide an appropriate landscape transition between the developed and natural environment areas



Figure 7-12: Landscape Edges Diagram

7.6.1 Open Space Preserves

Landscaping is an important component that can enhance the natural setting and existing resources. Soils, climate, prevailing wind, proposed pedestrian circulation, riparian edges, views, wildlife habitat, and other natural qualities should be carefully considered in the landscape design adjacent to open space preserves. Additional information may be found in the Specific Plan, section 8, Resource Management Plan. Any landscape improvements proposed in open space areas, edge, and buffer environments, or near sensitive areas shall be reconciled with the resource management plans prepared by others.

Guidelines are as follows:

1. Natural-appearing landscaping should be planted where residential units adjoin open space areas to create a landscape transition between these two uses. Landscaping should be ample enough to provide a sense of privacy for the residents living adjacent to the open space areas but be visually compatible with the natural setting of the open space.
2. All plant materials used in the natural open space areas should be appropriate to the existing riparian and creek zones in the Lincoln area, as specified in the master plant palette. The landscape design should reinforce the existing aesthetic, cultural and historical character of the region.
3. Where appropriate and feasible, existing vegetation and trees should be preserved as a resource in the landscape.
4. Where existing vegetation is to be preserved, a preservation plan shall be incorporated into the overall proposed landscape plan. Lot grading, utility trenching, and building construction shall stay clear of such vegetation. Landscape and irrigation improvements shall be designed to maintain the health of these existing landscape resources.

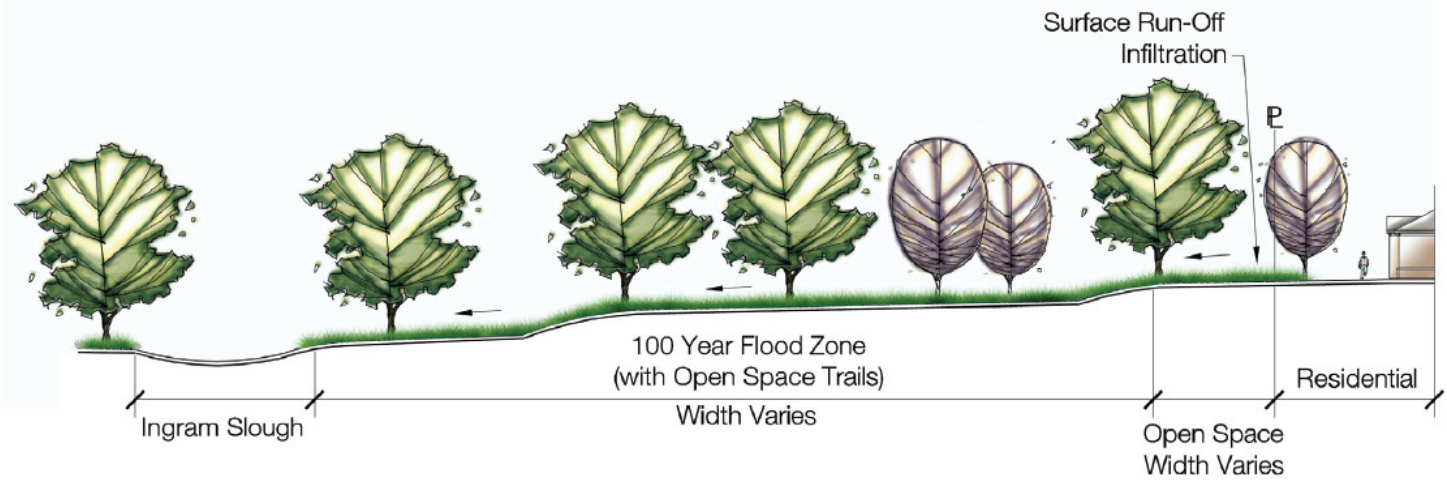


Figure 7-13: Section A1-A2: Open Space Transition

7.6.2 Perimeter Edges

Site perimeters will be landscaped to provide a visual separation and to define the edge of the community.

Guidelines are as follows:

1. Provide continuous hedgerow of tall trees along the western perimeter of Neighborhood 3.
2. Provide a continuous row of tall trees along the northern and western edges of Neighborhood 1 to provide a visual separation from Moore Road and to define the edge of the community.
3. Provide a continuous row of tall trees along the northern edge of the Community Park and the western edge of Neighborhood 2, to define the western limits of the community.
4. Appropriate tree species may include the following: Deodar Cedar, Redwood Trees, or Pine Trees. Pyrophytes will be used minimally adjacent to open space areas. and the edge of the property.

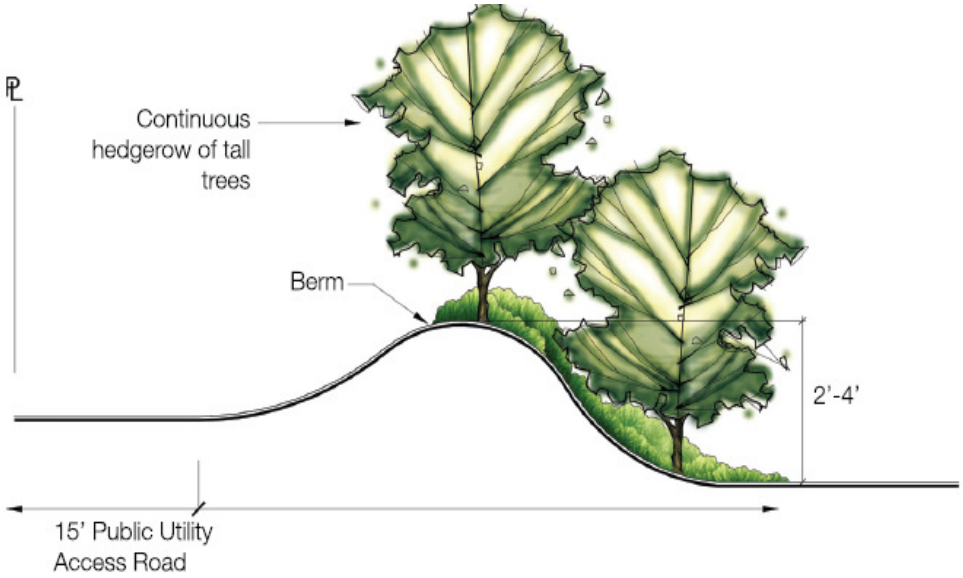


Figure 7-14: Section B1-B2: Neighborhood 3 Transition

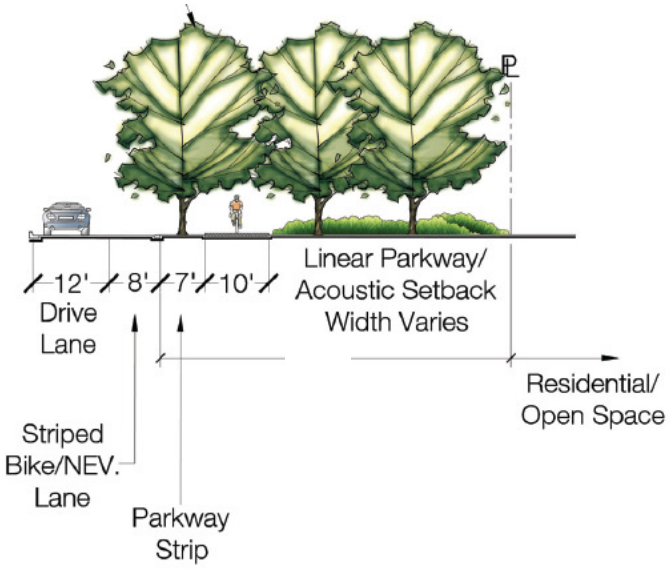


Figure 7-15: Section C1-C2: Moore Road Transition

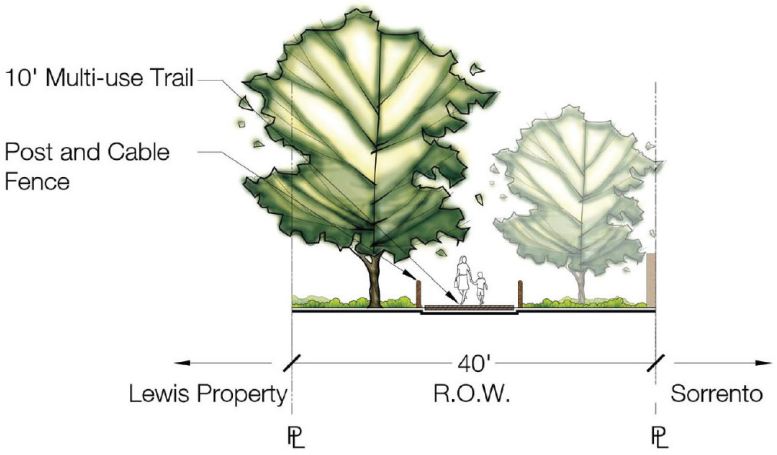


Figure 7-16: Section D1-D2: Village 7 Trail Corridor

Sorrento /

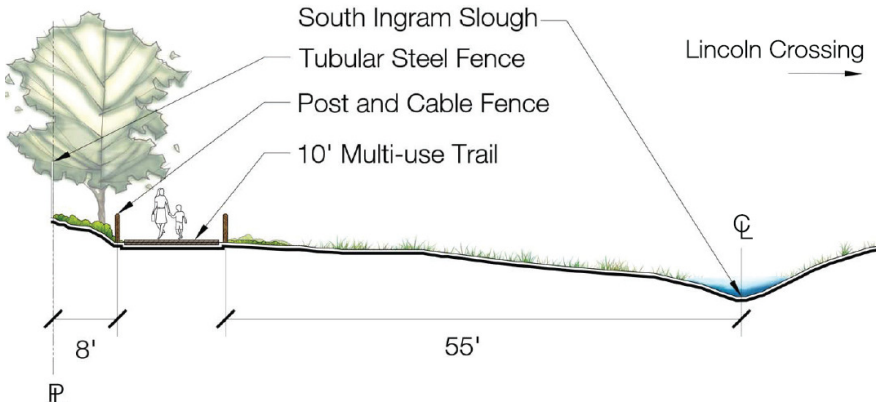


Figure 7-17: Section E1-E2: Lincoln Crossing / Village 7 Trail Corridor

7.7 Commercial Site Landscaping

Large expanses of hardscape intended for heavy pedestrian use, such as in commercial and retail environments, shall be integrated with appropriate softscape plantings either in raised planters, planter pots, or other landscape elements that reinforce the architectural façade and pattern or pedestrian circulation. Consideration should also be given to the use of a mixture of pavement surface textures, colors, and materials as a means of adding visual ties back to the architecture and the overall design theme of the project sites.

Guidelines are as follows:

1. All prominent blank building wall surfaces shall include landscaping to soften the visual characteristics of the building façade. Acceptable forms of landscaping include low-level planters, raised planters containing shrubs, groundcovers and trees, trees in planting wells, vines, and espalier.
2. Driveways at project entry points shall be accented in an appropriate manner with shrubs, groundcovers, and tree plantings.
3. All stores that provide shopping carts shall include designated cart storage areas near the building entrance that is screened with landscape planting.
4. Equipment such as pad mounted transformers, backflow devices, utility equipment and

irrigation valves—where located in prominent areas and not easily screened by solid structures—shall be fully screened by shrubs, but not to conflict with accessibility. All waste receptacles located in prominent areas must be screened by masonry enclosures.

7.8 Front Yard Residential Landscaping

The design goal for the initial installation of the front yard landscape concept is to integrate the village environment into the overall community landscape. Informality, except for street tree plantings, and simplicity of design is encouraged to reflect the traditional landscapes of established neighborhoods that have enduring value. Coordinated front yard landscaping will serve to unify the various architectural styles of housing units as well as provide the opportunity to highlight architectural feature(s) of individual homes.

The design and layout of lawn, shrub and groundcover areas should "flow" from one house to another, creating a natural, continuous, and fluid landscape experience irrespective of property lines. Plant material shall be arranged in a tiered fashion to create depth, with layers of overhead tree canopies, shrub plantings at building walls, property lines and fences and low shrubs and groundcovers in foregrounds.

At corner lots, special care shall be taken to create interesting and varied elevations to house models that are particularly suited to corner applications. Window and trim use consistent with front elevations shall be employed and will be reviewed by the Design Review Committee (DRC). For additional information on the role and purpose of the DRC, refer to section 8.6 of the GDP. Additionally, plant compositions at building foundations and in front of side yard fences shall be in tiered planting arrangements in simple, single species drifts of large and small shrubs, combined with designated street trees will create significant green spaces within the community as well soften the side elevations of homes.

The primary strategy for the landscape is to create a neighborhood that stands out among others in the region as one of the finest, with enduring value that will benefit homebuilders and homeowners as well as the Lincoln community at large. This will be done, while accommodating a variety of housing types and styles, through homebuilder installed landscapes that exceed normal standards. The design strategies and standards for "production front yard" landscapes rely heavily on accent and canopy trees for shade and visual interest.

The use of more, and, when mature, larger shrubs, along with evergreen trees is intended to provide greater botanical interest, screening, and a sense of maturity, as compared to landscaping displayed in typical new communities.

Guidelines: Residential StreetTrees

1 In keeping with the goals of the street tree master plan concept, the dominant tree for each individual Neighborhood will be designated and taken from a limited variety of canopy street trees. The use of large, canopy trees will ensure shaded, walkable streets, mitigating the heat of summer while enhancing neighborhoods with a strong overstory.

2 A secondary and tertiary layer of subordinate tree species will be introduced in front yards to provide additional structural and spatial form as well as variety and seasonal interest for homeowners. These trees will be called out on production front yard landscape plans and submitted to the DRC.

3 Street tree species shall be adopted by the DRC from the street tree palette provided herein for each residential Neighborhood.

4 All street trees shall be a minimum of 15-gallon size.

5 All street trees shall be planted a minimum of four feet (4') from the back of walk but no greater than eight feet (8') from back of walk. Root control barriers shall be installed.

6 There shall be a minimum of one street tree for every 50' of street frontage, or one per lot, whichever is more. For corner lots, one side yard tree is required per every 50' of street frontage (3 trees per corner lot).

7 Create diversity in the streetscape design using deciduous and evergreen plant material in a balanced, layered, and clustered combination.

8 Special attention is required in the design of the planting plan to:

   a. Preserve or frame desirable vistas or views of the existing landscape or natural site features, i.e., to parks, open spaces and the multi-purpose drainage channel and linear park.

   b. Screen or soften undesirable views of exposed residential backyards, retaining walls, cut / fill slopes and/or utility equipment. Evergreen trees are required in these locations.

   c. Screening for privacy. Evergreen trees or shrubs are required for these locations, particularly side yards between homes and at corner lots.

9 No small accent trees shall be planted along street frontage within an area of eight (8) feet from the back of curb or sidewalk.

10 To achieve a natural front yard look, the secondary and accent trees may be placed in informal massing or clusters to the rear of the front yard, particularly near front doors.

11 Street trees in a straight line along street frontages.

12 Continuity of design using repetition of similar trees and consistent planting arrangements (i.e., massing and/or clustering) is preferred, i.e., the same accent tree at front doors, or the same species and planting arrangements of trees in side yards.

13 Street and secondary accent trees are encouraged to be located to create cooling summertime shading for adjacent homes and to maximize warming wintertime solar exposure.

14 The selection and use of additional front yard trees for shade, accent and streetscape interest will further add to the strength and enduring value of the community. Flowering trees, evergreens, and trees of botanical interest and value have been included in the following plant lists and will be required in all front and side yards. Secondary and tertiary front yard trees shall be a minimum 15-gallon size.

Guidelines: AccentTree, Shrub and Groundcover Plant Material

1. Plant material species shall be selected from the plant material palette provided in this section.
2. No more than 25% of any one front yard landscape shall be composed of deciduous shrubs.
3. Shrub plant material shall be placed in informal masses and/or clustered arrangements. Groups of three to five shrubs of the same type shall be placed adjacent to each other.
4. Groundcovers shall be from either one (1) gallon, liners or flats installed in a triangular pattern with appropriate on-center spacing as detailed in the plant list contained herein.
5. When developing a shrub and groundcover planting design, a layered, tiered arrangement is required: foreground groundcover (6"-12" high), in front of a small shrub (1'-3' high), followed by a medium shrub (3'-4' high), or backed by a tall shrub (5'-6' high).
6. Provide a harmonious variety of deciduous and evergreen shrubs. Shrubs with showy flowering habits and/or interesting colored or shaped leaves should be placed adjacent to the home's front entry area.
7. Place one (1) specimen or small accent tree adjacent to each home's front entry area. Accent trees shall be selected from the list provided herein.
8. Design and coordinate the front yard landscaping between adjacent homes to blend and relate to each other. Planting beds and lawn areas shall not be defined by property lines, but rather flow from front yard to front yard creating an uninterrupted visual experience.
9. Use the landscape to help bridge the void between the architectural masses of adjacent homes. Take into consideration the spatial and landscape design needs for conditions created by topographic elevation changes between the home lots. Use evergreen plant material to the maximum extent possible in these situations.
10. Strategically place landscaping between the homes to screen and soften exposed interior side yard and rear yard fencing. Use evergreen plant material to the maximum extent possible in these situations.
11. Within shrub/groundcover planting areas shrubs shall be planted at a ratio of one (1) shrub per six (6) square feet of the total square footage of shrub/groundcover area.
12. The proper spacing of trees, shrubs, and groundcover to allow adequate room for the plant mate-rial to grow into its natural form and ultimate size at maturity is exceedingly important but should not be used as a basis for decreasing shrub quantities. Consult the Sunset Western Garden Book for Guidelines regarding the growth characteristics of plant material to be used.
13. The careful selection and use of plant materials that have low-water consumption characteristics is desirable. Plant material that can tolerate occasional periods of reduced irrigation cycles will allow the landscaped environment the ability to withstand short-term drought conditions with the least amount of damage.

14 Water Conserving Landscape

a. Group plant material with similar water needs so they can be irrigated together (hydrozoning) and/or placing "thirsty" plant material in protected microclimates shielded from drying summer winds and direct sun.

b. Evaluate the need for high water use lawn areas. Groundcovers with turf-like appearance may be satisfactory for landscaped areas while reducing water needs.

c. Select the correct plant material for the right planting situation.

d. Utilize a layer of mulch in shrub planter areas to reduce water evaporation and weed growth. A 2" mulch layer is required in all planting beds. Shredded or recycled bark meeting the specifications cited herein will be considered upon submittal of a sample from the contractor to the DRC.

15 Lawn Areas

a. Lawn areas shall be a maximum of 25% of the total square footage of the area to be landscaped.

b. All lawn areas shall be sodded. Sod shall be drought tolerant as specified in the plant list provided herein.

c. The lawn area shall be properly soil amended, compacted, finish graded and rolled prior to the laying of the sod.

d. Slopes within lawn areas shall not exceed a slope of 25% (4:1) and shall have a minimum slope of 2% (50:1).

e. Where trees are planted in lawn areas, remove lawn from around trunk to create a 2'-0" diameter basin.

f. Redwood headers (or other types) shall be installed to separate lawn areas from shrub planting areas. Install headers to form an even continuous curve. Angles or sharp changes in curves are not acceptable.

g. All lawn areas shall conform to City of Lincoln's Water Conservation Ordinance as well as California Assembly Bill 1881 and AB 1420.

16 Erosion Control

a. Planting areas with slope gradients of 33% (3:1) or steeper shall be stabilized to prevent soil erosion.

b. Soil stabilization methods shall be accomplished using groundcover plant material and artificial (jute mesh, terracing, etc.) means. Jute mesh shall be installed on slopes 3:1 or steeper.

c. Regrade landscape areas to eliminate angular, engineered slope cuts into rounded, rolling and naturally contoured slopes that smoothly transition from a higher to lower elevation.

17 Soil Preparation & Soil Amending

a. All turf areas shall be properly prepared and amended in conformance with the recommendations of a professional soil fertility analysis as to the condition of the soil. The homebuilder shall obtain five random soil samples for fertility analysis testing from each residential Neighborhood. Soil amending shall be as per those recommendations.

b. Planting backfill mix for trees and shrubs and groundcovers shall be six (6) parts rock free native soil and four (4) parts nitrogen stabilized wood shavings.

c. Provide each tree or shrub planting with Agriform 20-10-5, or equivalent, planting tablets. For a 15-gallon tree or shrub provide three (3) tablets. For a 5-gallon shrub provide two (2) tablets. For a one-gallon shrub or groundcover provide one (1) tablet.

d. Pre-emergent herbicides shall be applied to shrub and groundcover planting areas to control weeds.

e. All shrub beds shall receive a 3" thick layer of landscape grade shredded cedar bark mulch as manufactured by Redi-Gro Corporation, (916) 381-6063; or other manufacturer approved by the DRC and City. The use of wood chips for mulch is not allowed.

f. The use of crushed rock, gravel, lava rocks or other decorative "landscaping" rock for mulch is not allowed.

g. The use of impermeable plastic weed barriers is not allowed.

Guidelines: Landscape Irrigation

1 The irrigation system shall be designed for water efficiency and water conservation in accordance with all applicable state, City of Lincoln, agency, and local codes.

2 The use of overhead sprinkler and/or rotor irrigation systems is recommended for lawn areas and some groundcovers

3 Drip irrigation systems are required for shrub plantings and some groundcover plantings. This type of irrigation system tends to be more water efficient and water conserving than other systems due to the slow delivery rate of water (low volume) via plastic tubing directly to the root ball of the plant material. Environmental factors such as evaporation and wind tend to have the least effect on this type of irrigation system. Drip irrigation systems contribute minimally to soil erosion problems on sloped planting areas.

4 When using any type of irrigation system, care will be exercised by controlling the delivery rate of water so as not to overwhelm the soil's water absorption rate. Overwhelming the soil's water absorption rate will likely cause water run-off and soil erosion. Proper programming of the automatic irrigation controller, knowing the plant materials' water needs, familiarity with the soil's water absorption characteristics and slope aspects are necessary for responsible water resource management and good irrigation practice.

5 The irrigation controller will be located on a convenient wall of the garage (detached units only).

6

~~6~~7 The homebuilder will provide the required electrical power for the automatic irrigation controller as part of the home's electrical system and will conform to all building, electrical and local codes (detached units only).

~~7~~8 The homebuilder and/or landscape contractor will coordinate to provide the irrigation system water point of connection, provide an irrigation water stub for the front yard at the home's main supply valve, and extend a pressure main line around the front of the home, as an extension of the remote-control valve manifold to a point 4' beyond the side yard fence into the rear yard of the property (detached units only).

~~8~~9 The irrigation system valve manifold will be located on the side of the house and not adjacent to the front door entry walk area. Valves shall be installed in shrub beds, not in lawn areas, within 12" of the home's foundation or building slab (detached units only).

~~9~~10 Anti-siphon valves will be installed per manufacturer's instructions and will be located a minimum of 12" above the elevation of the highest sprinkler head. At residential lots where the highest sprinkler head exceeds this height, a double check valve backflow device will be installed per local codes. Install anti-siphon valves in shrub beds and not in lawn areas.

~~10~~11 Where double check valve backflow prevention is required, buried electric control valves will be installed.

~~11~~12 Install an irrigation system shut-off gate above grade adjacent to the main supply valve for the house. The shut-off valve shall be a gate valve installed upstream of the irrigation system valve manifold and shall be the same size as the irrigation system's constant pressure mainline diameter size.

~~12~~13 It is recommended to install irrigation PVC sleeves beneath driveways, walkways, or other paved areas prior to concrete installation. Install the necessary number of sleeves, properly sized, to accommodate the front and rear yard irrigation system mainline, lateral lines and controller wiring.

~~13~~14 The automatic irrigation controller station and common wire shall be no less than 14-gauge wire specifically manufactured for irrigation systems. The station control wire shall be red, and the common wire shall be white in color.

~~14~~15 The landscape contractor shall install two extra station control wires and one extra common wire in each irrigation system.

~~15~~16 Controller wire connectors shall be waterproof, direct bury single units such as the King Bros. 30 V connectors.

~~16~~17 Only NSF approved PVC irrigation pipe shall be used in the irrigation system. Use only a NSF approved and compatible solvent weld product and primer to join PVC pipes and fittings.

~~17~~18 Sprinkler heads and spray patterns shall be contained within the home lot property line and shall not overlap or overspray into the adjacent property. Adjust sprinkler heads and spray patterns to eliminate overspray onto adjacent hardscapes, patios, decks, pools, fences, etc.

~~18~~19 Space and install sprinklers and turf rotors no more than 80% of the manufacturer's recommended radius listing for that particular head. Ensure head-to-head coverage of the spray pattern with no dry spots.

~~19~~20 Stream-type turf rotors may be used to irrigate lawn areas.

~~20~~21 The maximum flow for each valve system shall not exceed 15 gallons per minute.

~~21~~22 Where rock is encountered during trenching, all irrigation piping shall be installed with a 3" deep envelope of clean fill or sand around the pipe.

~~22~~23 For drip irrigation systems, install an inline pressure regulation valve downstream of the anti-siphon remote control valve. The pressure-reducing valve shall be placed below grade in a plastic valve box and adjusted to the proper operating pressure for the drip system.

~~23~~24 For drip irrigation systems, install an inline Wye filter down stream of the anti-siphon remote control valve and upstream of the pressure reducing valve.

~~24~~25 It is preferred that the irrigation system for turf will be operated between the hours of 9:00 p.m. and 6:00 a.m. Drip irrigation systems will be allowed to be operated at any time.

Guidelines: Landscape Drainage

1. Each residential unit shall have its own independent roof downspout drainage system. The drainage system shall be contained within the home lot's property lines and shall not cross over or discharge drainage water onto the adjacent property.
2. All roof gutter downspouts draining onto the front yard area shall be connected to a subsurface storm drain line. The downspout drainline shall drain and discharge out of the adjacent planting area and into the lawn. The discharge end of the drainline shall be terminated with a pop-up drain outlet and shall be in the lawn area two feet (2') from the back of walk.
3. The downspout drainline shall have a minimum pipe slope of one-half percent (.005%).
4. The downspout drainline shall have minimum trench backfill coverage of 1'-0" and shall be compacted to 85% relative density in lawn and shrub planting areas and 90% relative density beneath concrete paving.
5. The downspout drainage system shall be constructed with materials as recommended in the downspout drain system materials list as provided herein.
6. The color of the drain inlet grate shall be standard black.
7. All drain inlet covers shall be removable for cleanout and maintenance purposes. Do not glue or solvent weld the grate cover to the drain inlet body.
8. Drainage system maintenance is the responsibility of the homeowner.
9. Drainage System Materials List
   a. Drainpipe: ADS 4" diameter corrugated non-perforated pipe
   b. Downspout Adapter: NDS downspout adapter 2"X 3"X 4".
   c. Drain inlets: NDS 6" Spee-D-Basin with an 8" round, plastic grate.
   d. Drain outlets: pop-up drain outlets located 2' from the backs of sidewalk.

7.9 Master Plant Palette

Permitted Plant Materials

The following plants are permitted in Village 7.

Preferred Street Trees (See Street Tree Palette in Section 7.1.)

Large Shrubs: 5' - 6' Tall

Arbutus unedo	Photinia
Cotimus c. "Royal Purple'	Purple Smoke Tree
Elaeagnus x 'Gilt Edge'	Variegated Silverberry
Juniperus s. 'Wichita Blue'	Wichita Blue Juniper
Rhaphiolepis indica	Rhaphiolepis
Viburnum spp.	Viburnum Cranberry Bush
Xylosma congestum	Shiny Xylosma
Prunus laurocerasus	English Laurel

Medium Shrubs: 3' - 4'Tall

Abelia grandiflora 'Kaleidoscope'	Variegated Abelia
Berberis thunbergii	Japanese Barberry
Buxus japonica spp.	Japanese Boxwood Species
Ceanothus spp.	California Lilac
Cistus spp.	Rockrose
Dietes bicolor	Dietes
Euonymus spp.	Euonymus
Grevillea noellii	Grevillea
Hypericum moserianum	Gold Flower
Miscanthus s. "Gracillimus'	Maiden Grass
Nandina domestica	Heavenly Bamboo
Prunus laurocerasus 'Otto Luyken'	Otto Luyken Laurel
Rhaphiolepis u. 'Minor'	Dwarf Yedda Hawthorn
Rosa spp	Various Rose Species
Xylosma congestum 'Compactum'	Dwarf Xylosma

Small Shrubs: 1'-3'Tall

Agapanthus 'Peter Pan'	Dwarf Agapanthus
Baccharis x 'Sterile Centennial'	Starn Coyote Brush
Berberis thunbergii	Japanese Barberry
Calamagrostis x "Karl Forester'	Feather Redd Grass
Ceanothus spp.	Ceanothus
Chaenomeles spp.	Quince
Cistus spp.	Rockrose
Cotoneaster dammeri 'Lowfast'	Lowfast Bearberry Cotoneaster
Dianella spp.	Flax Lily
Euonymus spp.	Euonymus
Lomandra spp.	Matt Rush
Nandina Domestica 'Nana'	Heavenly Banboo
Pittosporum tobira 'Wheeler's Dwarf'	Dwarf Tobira
Rhaphiolepis indica 'Ballerina'	Dwarf Rhaphiolepis
Rosemarinus officinalis	Rosemary
Salvia greggi	Autumn Sage
Santolina rosmarinifolia	Santolina

Turf - Seed or Sod

Bolero Fescue (90%) Bluegrass (10%)

Native Grasses & Wildflowers (open space areas)

Mix of seeds to naturalize with existing natural areas.

Ground Covers & Perennials

Acacia redolens	Creeping Acacia
Arctostaphylos spp.	Dwarf Manzanita
Baccharis pilularis 'Twin Peaks'	Dwarf Coyote Brush
Coprosma petriei 'Verde Vista'	Coprosma
Hypericum calycinum	St. Johnswort
Rosmarinus officinalis 'Prostratus'	Prostrate Rosemary
Trachelospermum jasminoides	Star Jasmine
Vina minor	Dwarf Periwinkle

Vines

Campsis radicans	Common Trumpet Vine
Clematis spp.	Clematis
Clytostoma callistegioides	Violet Trumpet Vine
Ficus pumila	Creeping Fig
Lonicera japonica	Japanese Honeysuckle
Parthenocissus tricuspidata	Boston Ivy
Rosa spp.	Climbing Roses

Prohibited Plant Materials

The following plants are prohibited, unless approved by the Design Review Committee, since they are inconsistent with the major planting themes established for the plan area. Other trees and plants may be prohibited upon review of landscape plans, depending on species, location, and quantity proposed.

Trees

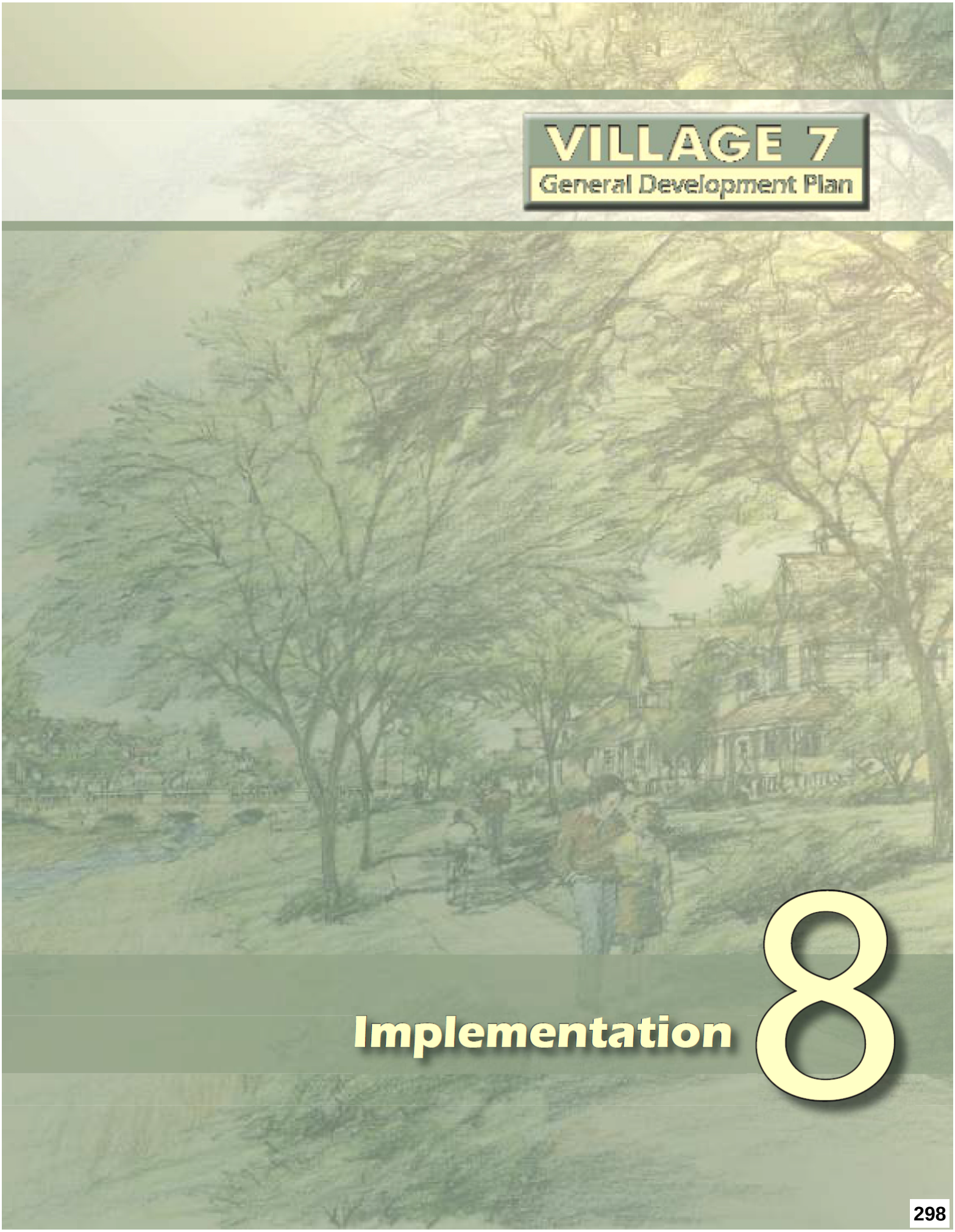
Acacia sp.	Acacia
Ailanthus altissma	Tree of Heaven
Catalpa sp.	Indian Bean Tree
~~Geijera parviflora~~	~~Australian Willow~~
Ligustrum spp.	Privet
Morus alba	Mulberry
Picea sp.	Spruce
Populus sp.	Cottonwood
Robinia pseudocacia	Black Locust
Salix sp. (except in riparian areas only)	Willow
Sygarus romanzooffianum	Queen Palm
Tamarix aphylla	Athel Tree
Aesculus californica	California Buckeye
Eucalyptus sp.	Eucalyptus

Shrubs and Ground Cover

Adenostoma fasticulatum	Chamise
Artemisia californica	California Sagebrush
Centeranthus rubber	Red Valerian
Cytisus sp.	Broom
Phyllostachys sop.	Bamboo (Running)
Spartium janceum	Spanish Broom
Thuja spp.	Arborvitae

~~Nerium oleander~~ ~~Oleander~~

VILLAGE 7
General Development Plan



8 Implementation

8.1 Administration

The regulations and design guidelines identified in the Village 7 General Development Plan (GDP) are intended to implement the goals, objectives, policies, and principles outlined in the City of Lincoln General Plan and the Village 7 Specific Plan. Development within the Village 7 Plan Area shall be consistent with the regulations and guidelines contained herein, and all subsequent entitlements including, but not limited to, specific development plans, tentative maps, use permits, or other discretionary permits shall be required to conform to the provisions of this GDP.

Pursuant to Section 18.32.010 of the Lincoln Municipal Code, the Planned Development ("PD") zone is intended to provide for a "creative and more flexible approach to the use of land." Consistent with this intent, the regulations and guidelines identified in the Village 7 GDP should be interpreted broadly to ensure the maximum amount of flexibility in individual project design.

In some circumstances, specific improvement standards have been identified for development in Village 7 and are intended to further facilitate the creative and flexible uses of land within the Plan Area. Where the provisions of the City's Municipal Code (including, but not limited to, the Subdivision Ordinance or Zoning Ordinance) conflict with the provisions of this GDP, the provisions of this GDP shall prevail.

8.2 Participation in GDP by Separate Planning Areas

8.2.1 Background

Through a comprehensive planning effort that commenced in 2003, the Village 7 Specific Plan ultimately evolved to include approximately 703 acres. The Village 7 Specific Plan is divided into four separate planning areas, the geographic boundaries of which are outlined in Section 2 of the Specific Plan document. These planning areas are generally defined by property ownership to allow each area to participate in the planning process on an individual basis.

8.2.2 Entitlements Granted

While this GDP is intended to ultimately regulate all land in Village 7, it applies only to those planning areas that have been incorporated into it. The City grants development entitlements to participating planning areas after a higher level of planning and technical work has been completed. As each planning area conducts comprehensive land planning and neighborhood design, it is to be reflected as an amendment to this GDP accordingly and granted development entitlements. Table 8-1 summarizes what level of entitlements are granted to participating and non-participating planning areas.

Table 8-1: Entitlements Granted by Planning Area

	Participating Planning Areas	Non-Participating Planning Areas
Entitlements Granted	Specific Plan General Development Plan General Plan Land Use Zoning Development Agreement	Specific Plan General Plan Land Use
CEQA Analysis*	Project Level EIR	Program Level EIR

The City will determine the appropriate level of CEQA analysis required for subsequent entitlements, as outlined in Section 8.4.6 of this GDP.

8.2.3 Requirements to Participate in GDP

This GDP is structured to allow non-participating planning areas to join the GDP individually or collectively, and along separate timelines. To receive full development entitlements and proceed with the development of individual projects, any non-participating planning area must conduct comprehensive planning and be incorporated into this GDP. To do this, the following actions and City approvals are required.

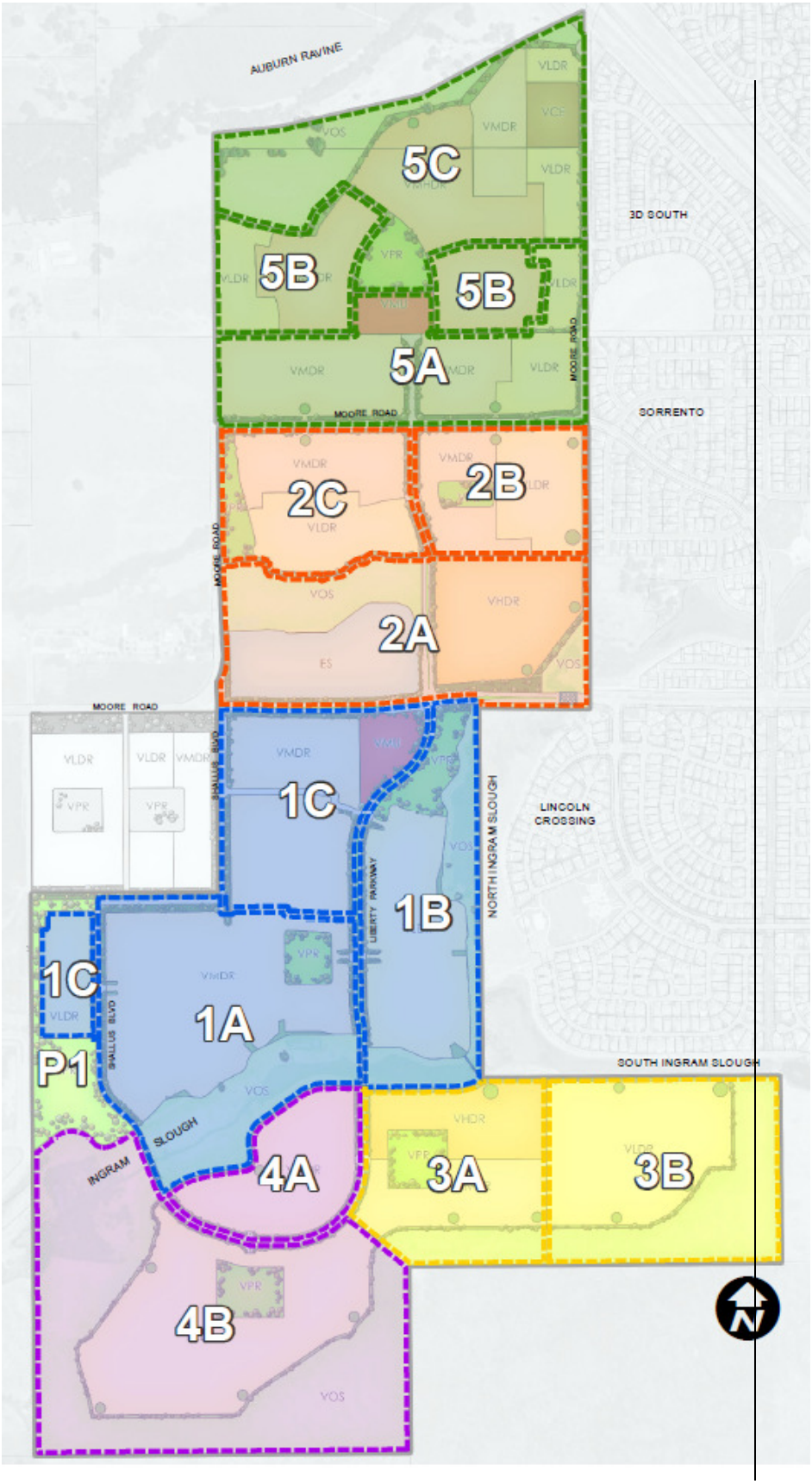
1. **GDP Amendment** – Amend GDP to reflect a comprehensive level of planning for any added planning area, including a similar level of detail with diagrams, text, and design principles embodied in this document. A PD zoning designation is to be applied to the planning area, making it subject to the regulations contained herein. In addition:
   a. The submittal requirements for the GDP amendment are provided in Section 9.4 of the Village 7 Specific Plan.
   b. The GDP Amendment shall be considered a "Major Amendment" per Section 8.5 of this GDP.
2. **Development Agreement –** Enter into a Development Agreement with the City to ensure participation in public improvements, financing programs, and reimbursement agreements.
3. **CEQA Analysis –** Conduct a project level environmental analysis in accordance with the California Environmental Quality Act, which to the extent allowed, is tiered from the Village 7 Specific Plan Project EIR.

8.3 Phasing Plan

The Village 7 GDP provides for a comprehensively planned infrastructure system with coordinated timing and sequencing for the construction of facilities. A series of development phases are generally anticipated as shown on Figure 8-1. The opportunity exists for a parcel/phase to move forward provided that the infrastructure needed to serve it is constructed to the satisfaction of the City (i.e. development of a parcel in Phase 2 or 3 is initiated prior to development of all Phase 1 parcels). Once initiated, some phases may have reduced infrastructure requirements if improvements are provided in an earlier phase.

The phasing plan is structured to ensure that the improvements in each phase can support associated development, and that the development in each phase can support the associated costs. Infrastructure requirements for each phase include all on-site backbone infrastructure and off-site facilities necessary for each phase to proceed. These include roadways, sewer, water, storm drainage, and dry utilities (gas, cable, electric, phone).

The phasing plan is limited to only those planning areas that are participating in the GDP. (See Section 1.2 of the GDP and Figure 1-2). As this GDP is amended in the future to include additional planning areas, the phasing plan will be modified accordingly.


AUBURN RAVINE
5C
5B
5B
5A
3D SOUTH
MOORE ROAD
SORRENTO
2C
2B
2A
MOORE ROAD
MOORE ROAD
1C
1B
LINCOLN CROSSING
NORTH INGRAM SLOUGH
LIBERTY PARKWAY
1C
1A
P1
SOUTH INGRAM SLOUGH
SLOUGH
INGRAM
4A
3A
3B
4B
N

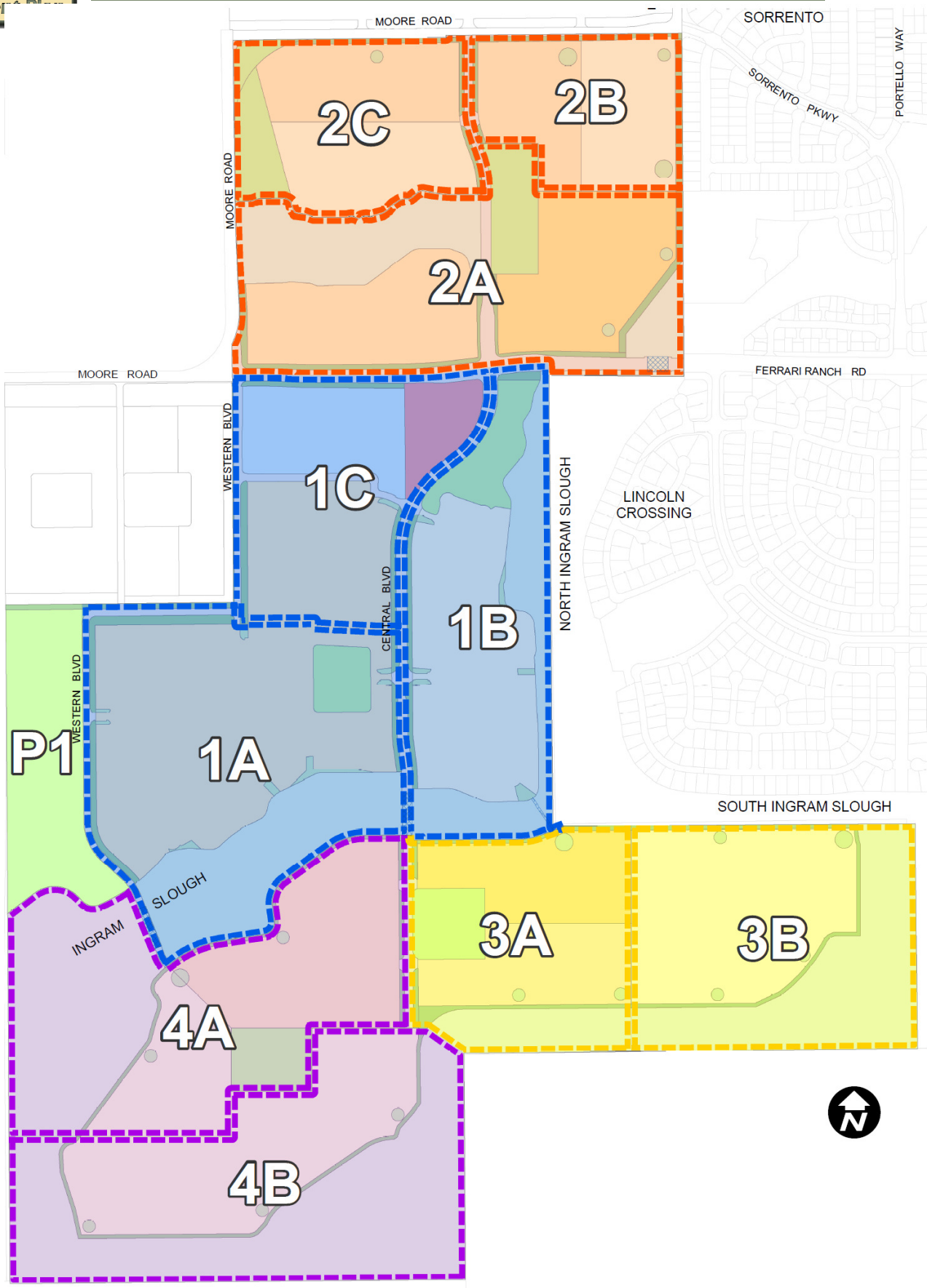


Figure 8-1: Phasing Plan

Buildout of the community is anticipated to occur in phases, allowing construction to progress in tandem with market demand. The infrastructure requirements for each phase of development include all on-site backbone infrastructure and off-site facilities necessary for each phase to proceed. Development will generally occur by phase in sequential order. The opportunity exists for a parcel to move forward provided that the infrastructure needed to serve it is constructed to the satisfaction of the City. Once development is initiated, some phases may have reduced infrastructure requirements if improvements are provided in an earlier developed phase.

Figure 8-1 indicates the anticipated general order of development, however deviations from this order may occur and are permitted without modification to the Lincoln Village 7 Specific Plan and/or General Development Plan. A full listing of improvements, and specific details relating to those improvements, are included in the appropriate Development Agreement for each planning area. All in-tract sewer, storm drain, water and dry utilities will be installed as part of individual project improvements.

8.4 PD Zoning & Relation to Other Entitlements

Individual development projects within Village 7 are subject to review and approval of subsequent permits and entitlements by the City of Lincoln. Application and processing requirements shall be in accordance with the City's Zoning Ordinance and other regulations, unless otherwise modified by the Village 7 Specific Plan or this GDP. All subsequent development projects, public improvements and other activities shall be consistent with this GDP and accompanying Village 7 Specific Plan, approved development agreements, and all applicable City of Lincoln policies, requirements, and standards.

8.4.1 Specific Development Plan / Development Plan

Except as provided below, development projects shall require the processing and approval of a Specific Development Plan and Development Permit consistent with the requirements of Chapter 18.32 of the Lincoln Municipal Code.

It is anticipated that the size and scope of development within Village 7 will proceed over many years based on market demand. Notwithstanding the provisions of Section 18.32.170 of the Lincoln Municipal Code, in the event a Specific Development Plan application is filed more than one year after the approval of this GDP, the Planning Commission may consider and approve the Specific Development Plan without the requirement that it first reconsider this General Development Plan for re-adoption or modification.

8.4.2 Subdivision Maps (Large/Small Lot)

Development of Village 7 will require the processing of subdivision maps pursuant to the requirements of the Subdivision Map Act. It is anticipated that both large lot and small lot subdivision map applications will be filed with the City to permit the logical development of the Plan Area.

This GDP includes improvement standards that are unique to Village 7 and are intended to promote a high degree of creativity and flexibility. To the extent application of the City's Subdivision Ordinance to a proposed subdivision map conflicts with the provisions of this GDP, the improvement standards identified in this GDP shall prevail.

8.4.3 Conditional Use Permits

Conditional use permits shall be required for any conditionally permitted use identified within this General Development Plan. The Development Standards and Guidelines contained in this GDP shall serve as the basis for the issuance of conditional use permits, as provided in Chapter 18.56 of the Lincoln Municipal Code.

8.4.4 Variances

It is the intent of this GDP to provide a comprehensive set of standards for the development of Village 7. The GDP has been designed to permit a high level of flexibility in the implementation of these standards to promote creative project design.

Notwithstanding this high degree of flexibility, it is anticipated that variances from the specific regulations and guidelines embodied in this GDP may be necessary to address the merits of individual development projects.

Variances may be requested for individual development proposals subject to the Village 7 GDP pursuant to the provisions of Chapter 18.58 of the Lincoln Municipal Code.

8.4.5 Design Review

Development within Village 7 shall be required to comply with the Design Review requirements of the City's Municipal Code (Chapters 18.64 through 18.69).

The regulations and guidelines identified in the Village 7 GDP are intended to provide the objective criteria for the review of individual projects to ensure that a high quality of development is maintained throughout the Plan Area. To the extent the regulations and guidelines conflict with the City's Municipal Code, the provisions of this GDP shall prevail.

8.4.6 Environmental Review

Each subsequent development project shall be reviewed to ensure compliance with the California Environmental Quality Act (CEQA). The Environmental Impact Report for the Village 7 Specific Plan Project (EIR) certified concurrent with the Village 7 Specific Plan, serves as the base environmental document for subsequent entitlements within Village 7. Development applications will be reviewed on a project-by-project basis to determine consistency with the EIR.

In general, if subsequent development is determined to be within the scope of the EIR, no further environmental review may be necessary. Section 65457(a) of the California Government Code and Section 15182(a) of CEQA provide that no EIR or negative declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified. If it is determined that a development application is inconsistent with the Village 7 Specific Plan or GDP, and/or substantial evidence exists that supports the occurrence of any of the events set forth in CEQA Guidelines Section 15183, a determination will be made as to the appropriate subsequent environmental document.

A mitigation monitoring program has been adopted with the EIR in accordance with Public Resources Code 21081.8 to help ensure implementation of EIR mitigation measures.

8.5 Amendments & Minor Modifications

The City of Lincoln Development Services Department is responsible for the administration of this GDP. Development is anticipated to occur in multiple phases and over time it may be necessary to amend the Village 7 GDP to address changed circumstances and/or conditions related to the entire Plan Area or individual development projects. In addition, because this GDP applies only to participating planning areas within Village 7, it is anticipated that the GDP will be amended as remaining non-participating planning areas seek City approvals for full development entitlements.

8.5.1 Adoption

The Village 7 GDP was adopted by the City of Lincoln consistent with the provisions of the Planned Unit Development Zoning District. It will be used as the basis for reviewing and evaluating individual development projects within participating planning areas of Village 7.

8.5.2 GDP Amendments (Major)

Except as provided below for Minor Revisions, amendments to the Village 7 General Development Plan shall be subject to the review and approval of the Lincoln Planning Commission and City Council consistent with the procedures for initial General Development Plan adoption contained in Sections 18.32.080 and 18.32.090 of the Lincoln Municipal Code. In addition, amendments are subject to City review for consistency with the scope of the project EIR and may be subject to the provisions of CEQA as outlined in Section 9 of the Village 7 Specific Plan.

Amendments to the Village 7 GDP shall not require concurrent General Plan or Village 7 Specific Plan amendments unless it is determined that the proposed amendment would be inconsistent with the goals, objectives, policies, or principles contained in these documents.

The City Manager and/or Community Development Director shall, within ten (10) working days of any submittal of a request to amend this GDP, determine whether the proposed request is a major or minor amendment. If the amendment is determined to be major, the application shall be reviewed and considered in the manner prescribed by City ordinance, as provided for in this sub-section for Major Amendments. If the amendment is determined to be minor, the Director may approve or deny the application, as outlined in the sub-section below for Minor Revisions. Any decision of the City Manager and/or Community Development Director may be appealed to the Planning Commission and the City Council, provided said appeal is initiated within ten (10) working days after the day on which the act or determination appealed from was made. The ten-day period for filing the notice of appeal is jurisdictional and shall not be waived.

Examples of significant (major) changes:

1. Incorporation of a non-participating planning area.
2. The introduction of a new land use designation that was not contemplated in the original Specific Plan or this General Development Plan, or in either document as subsequently amended.
3. Changes to the circulation system or community facility design would materially affect a planning concept detailed in this GDP, or this GDP as subsequently amended.
4. Any change that would result in a significant and adverse environmental impact.

Necessary Findings

The consideration of any proposed amendment to this GDP shall include the determination of the following findings:

1. Changes occurred in the community since the approval of the original Specific Plan or General Development Plan, which warrant approving the proposed amendment.
2. The proposed amendment is consistent with the City of Lincoln General Plan and the Village 7 Specific Plan.
3. The proposed amendment will result in a benefit to the area within the GDP.
4. The proposed amendment will not result in any unmitigated impact to adjacent properties.
5. The proposed amendment will enable the delivery of services and public facilities to the population within the area of this Specific Plan and General Development Plan.

8.5.3 Minor Revision

The Village 7 GDP has been designed to comprehensively address development within the planning area. However, changed circumstances or conditions may result in the need for minor revisions to the Plan to ensure creative and flexible development.

The City Manager and/or Community Development Director shall have the authority to approve minor revisions to the Village 7 GDP, without a public hearing or notice, provided that the proposed revision(s) is in substantial conformance with City of Lincoln General Plan, Village 7 Specific Plan, and is otherwise consistent with or superior to the original purpose and intent of the Village 7 GDP.

A minor revision to the Village 7 GDP may be processed if determined by the City Manager and/or Community Development Director to be in substantial conformance with the following.

1. The planning principles and overall intent of the Village 7 Specific Plan.
2. Applicable Development Agreement(s) for the Specific Plan and/or Village 7 GDP.
3. The City of Lincoln General Plan goals, objectives, policies, and principles; and
4. The Village 7 Specific Plan Project Environmental Impact Report.

Examples of minor revisions:

1. The addition of new or updated information that does not substantively change the Village 7 GDP.
2. Minor adjustments to the land use boundaries and street alignments where the general land use pattern is maintained.
3. Minor modifications to, and interpretations of, the permitted uses and development standards for residential, commercial, open space, and recreation elements of this GDP, if it is determined that such changes are equal to or better than the original intent of the GDP.
4. Minor changes to the Mobility Plan design standards, including the width of linear parkways, acoustic setbacks, and sidewalks, that are consistent with the intent of the Village 7 Specific Plan and Village 7 GDP, and do not impact the City's ability to meet their level of service policy.
5. Minor adjustments to, and interpretations of, the residential and commercial design guidelines.
6. Minor adjustments to, and interpretations of, the design guidelines for streetscape landscaping (including plant material selection), fencing and walls, community entry features and signage, street lighting, and other landscape corridor elements.
7. Modifications to the phasing plan that do not change the overall balance of providing adequate infrastructure for the development.

Any proposed minor revision to the Village 7 GDP may, at the discretion of the City Manager and/or Community Development Director, be referred to the Planning Commission and City Council for action. Any decision by the City Manager and/or Community Development Director with respect to a minor amendment to the General Development Plan may be appealed to the Planning Commission and the City Council, provided said appeal is initiated within ten (10) working days after the day on which the act or determination appealed from was made. The ten-day period for filing the notice of appeal is jurisdictional and shall not be waived.

If the City Manager and/or Community Development Director determines that a proposed revision does not meet the above criteria, a General Development Amendment shall be required, as outlined above for Major Amendments.

8.5.4 Substantial Conformity with Conceptual Exhibits

Except for Village 7 Specific Plan Figure 4-1 Land Use Plan and General Development Plan Figure 3-1, the exhibits contained in the Village 7 Specific Plan and General Development Plan are conceptual to convey development/design concepts and are subject to change with design refinement of the Project at time of Tentative Subdivision Map(s). As such, strict adherence to the conceptual exhibits contained therein is not expected and individual design elements are permitted to be relocated, removed and/or added as needed to best suit the planned development pattern. For example, neighborhood boundaries may be adjusted; paseo, park, and school shapes, locations, and access points shifted; street sections refined; utility alignments shifted; etc., to conform to the proposed street and lot layout shown on the Tentative Subdivision Map(s). Note that if park shape, location, etc. are adjusted, Lincoln General Plan park dedication requirements are still required to be met.

Unless the proposed modifications would also trigger a Major Amendment to the Village 7 Specific Plan (as defined in SP Section 9.8.2) and/or General Development Plan (as defined in GDP Section 8.5.2), these minor design refinements should be considered by the City Manager and/or Community Development Director to be in substantial conformance with the Land Use Plan and, as such, would not warrant of require revisions to the Village 7 Specific Plan and/or General Development Plan to be in compliance with the Land Use Plan and/or Zoning exhibits.

8.6 Design Review Committee

A Design Review Committee (DRC) is required, per the Covenants, Conditions and Restrictions, and is a regulatory body that will review all residential and commercial projects within each planning area. The purpose of the DRC is to ensure that development projects are consistent with the Village 7 Specific Plan and GDP prior to submittal of development applications to the City of Lincoln. Additionally, the DRC will also review projects for consistency with the GDP Architectural Guidelines contained in the private Covenants, Conditions and Restrictions. Under no circumstances will plans be submitted to the City of Lincoln for preliminary or final review and approval without the prior approval of the DRC.

All proposed development shall be in conformance with the development standards and design guidelines in the Village 7 GDP. This includes conformance related to site development, fencing and landscaping, basic structural requirements, colors, residential size requirements, materials, garages, exterior finish, roof design, and all other items reasonably determined by the DRC.

An application submittal to the DRC shall consist of preliminary plans, which include site development plans, landscape plans, architectural elevations and floor plans, site amenity elevations, signage, phasing, descriptions of all materials and colors, and any other supportive information deemed necessary by the DRC to adequately review the proposal.

The DRC's approval of the applicant's plans, specifications, or work shall not constitute an implication, representation, or certification by the DRC that the above items meet the applicable statues, codes, ordinances, or other regulations for all work performed by, or on behalf of, the applicant.

The CC&R's recorded at the time of City approval of the Final Map shall provide for the establishment of the DRC and its standards and procedures. Copies of such CC&R's shall be delivered to all buyers of a lot prior to the close of escrow.

Lewis Property: *A DRC has been established for the Lewis property and will be the regulatory body that will review all residential and commercial projects within the Lewis Property planning area.*


VILLAGE 7
General Development Plan

ORDINANCE XXXXB

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING AN AMENDMENT TO THE VILLAGE 5 GENERAL DEVELOPMENT PLAN IN ASSOCIATION WITH THE VILLAGE 7B AMENDMENTS PROJECT

WHEREAS, Title 18, Chapter 18.32 of the Lincoln Municipal Code provides for the review by the City of Lincoln City Council on all General Development Plans and amendments of General Development Plans; and

WHEREAS, on December 5, 2017, the Lincoln City Council adopted Resolution No. 2017-258, making findings concerning mitigation measures and alternatives, making a statement of overriding considerations, adopting a Mitigation Monitoring Plan, and certifying the Village 5 Specific Plan Project Final Environmental Impact Report ("Village 5 Final EIR") SCH No. 2014052071 pursuant to CEQA; and

WHEREAS, on December 5, 2017, City of Lincoln adopted Ordinance No. 960B approving the Village 5 Project General Development Plan; and

WHEREAS, amendments to the adopted Village 5 General Development Plan have been proposed, including adjustments to the land use designations and unit counts; and

WHEREAS, on June 17, 2026, the Planning Commission of the City of Lincoln did hold a duly noticed public hearing and, following discussion and public testimony, voted to recommend City Council adopt the amended Village 5 General Development Plan; and

WHEREAS, on July 28, 2026, the City Council of the City of Lincoln, did hold a duly noticed public hearing and, following discussion and public testimony, voted to determine the Project would not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the EIR and adopt the proposed Village 7B Addendum and the updated Mitigation Monitoring Plans for the certified Village 7 Final EIR (SCH No. 2005062001) and the Village 5 Final EIR (SCH No. 2014052071); and

WHEREAS, pursuant to Section 18.92.040 of the Lincoln Municipal Code and Government Code Section 65854(b)(2), a notice of the time and place of the City Council's hearing, including a general explanation of the proposed amendment to the Village 7 General Development Plan was published in a newspaper of general circulation at least twenty calendar days before the hearing, and, in addition to notice by publication pursuant to Government Code Section 65854, the City Council provided mailed notice to neighboring property owners and each of the local agencies responsible for essential facilities or services to the Plan Area in accordance with Government Code Section 65091; and

WHEREAS, on July 28, 2026, the City Council did hold a duly noticed public hearing and, following discussion and public testimony, voted to introduce and waive the first reading to adopt the amended Village 5 General Development Plan (provided in Exhibit B).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN does ordain as follows:

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that the Amendments to the Village 5 General Development Plan, substantially in the form attached hereto as Exhibit B and on file with the Community Development Director, relative to the Village 7B Amendments Project.

Section 2. **General Development Plan Findings.** The City Council finds and determines that:

a. The Amendments to the Village 5 General Development Plan are consistent with the General Plan, as amended by Resolution No. 2012-197 and proposed Resolution No. 2013-022 (the "General Plan Amendment Resolution") and is also consistent with the proposed Village 5 Specific Plan (the "Specific Plan"), and proposed amendment thereto, because the General Development Plan with the proposed amendment ("Amended General Development Plan") establishes zoning districts and development standards for land uses which are allowed by the General Plan and Specific Plan land use designations and the policies for new residential, commercial and open space land uses which apply to the Village 5 property. Specifically, the Amended General Development Plan provides for low density residential, medium density residential and high density residential, mixed-use commercial, schools, parks and recreations and open space land use designations. The Amended General Development Plan provides a master development plan and specific development standards for residential and non-residential land uses within the Specific Plan area.

b. The Amended Village 5 General Development Plan is consistent with the General Plan because the zoning districts provide for the following land use districts which are allowed by the General Plan land use designations as Village Low Density Residential, Village Medium Density Residential, Village High Density Residential, and Village Mixed Use Commercial. Additionally, the Amended General Development Plan includes open space which is consistent with General Plan open space requirements.

c. The Amended Village 5 General Development Plan is consistent with the City's Zoning Ordinance because it has been prepared pursuant to and for implementation of the Village 5 Specific Plan Area to specify the uses, the locations of such uses, and the governing development standards and design guidelines for the development of a master planned community. The General Development Plan is also consistent with the City's Zoning Ordinance because it consists of a map and text showing all uses, intensity of land use as measured by units per acre and area coverage; major circulation and development phases.

d. The Amended Village 5 General Development Plan is consistent with the requirements of the Planned Development District zone of the City's Zoning Ordinance which governs the Village 5 Specific Plan area because it has been designed to provide for a creative, more flexible and orderly approach to the use of land.

Section 3. The proposed Amendment to the Village 5 General Development Plan, attached hereto as Exhibit B and incorporated by this reference, is subject to the conditions set forth in Exhibit A, attached hereto and incorporated by this reference.

Section 4. Based on the findings set forth in this Ordinance, and the evidence in the Staff Report, the City Council hereby approves the Amendment to the Village 5 General Development Plan, attached hereto as Exhibit B, substantially in the form on file with the Community Development Director.

Section 5. **Severability.** If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 6. **Publication.** Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of the Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of the Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the Ordinance. The publication of a summary of the Ordinance in lieu of the full text of the Ordinance is authorized only where the requirements of Government Code § 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on July 28, 2026, by the following vote:

AYES:	Councilmembers:	Andreatta, Brown, Eklund, Pearl, Reedy
NOES:	Councilmembers:	
ABSENT:	Councilmembers:	
ABSTAIN:	Councilmembers:	

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lincoln held on _____ day of _____, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Exhibits:

A. Conditions of Approval
B. Village 5 General Development Plan Amended Pages

EXHIBIT A

The Amended Village 5 General Development Plan for the Village 5 Specific Plan is recommended for approval subject to the following conditions:

1. All property within the Amended Village 5 General Development Plan Area shall be subject to the applicable mitigation measures adopted as part of the Village 7B Addendum and the updated Mitigation Monitoring Plan for the certified Village 5 Specific Plan Project EIR (SCH No. 2014052071).
2. The General Development Plan provides for various design criteria related to the Village 5 Specific Plan development. In the event of any conflicts between the standards set forth in the General Development Plan and those adopted by the City in its Design Criteria & Procedures Manual (the "Public Improvement Standards"), the standards set forth in the General Development Plan as amended shall control, except in cases where there are no standards set forth in the General Development Plan, in which case the Public Improvement Standards will control.
3. Further entitlement applications and permits will be required for all parcels when a specific parcel is proposed for development. The applicant will be required to file a formal application for review and approval by the City for the specific parcel(s) in question. When considering the approval of any proposed entitlement requests, the City shall conduct its review consistent with the Amended General Development Plan and Public Improvement Standards.
4. The ability to proceed under any approvals, entitlements, or authorizations granted by this action are contingent upon a Development Agreement being executed with the City of Lincoln and Lincoln Land Holdings, LLC specifying the terms and conditions of financing public improvements, conditions of development and reimbursement matters. The City Council shall have complete discretion to approve the terms and conditions of the Development Agreement and will not be bound by any provisions adopted as part of this resolution. Where any conflict exists between these conditions of approval and the Development Agreement, the terms of the Development Agreement will control.
5. Future development entitlements within the Village 7B project site will be required to analyze the following intersections pursuant to the recommendations of the Village 7 Specific Plan Amendment Local Transportation Analysis: Ferrari Ranch Road/Caledon Circle (East) Courtyard Loop; Ferrari Ranch Road/Groveland Lane; Moore Road/Ferrari Ranch Road/Shallus Boulevard.

EXHIBIT B

The Amended Village 5 General Development Plan is approved subject to the attached exhibit – Village 5 General Development Plan Amended Pages.

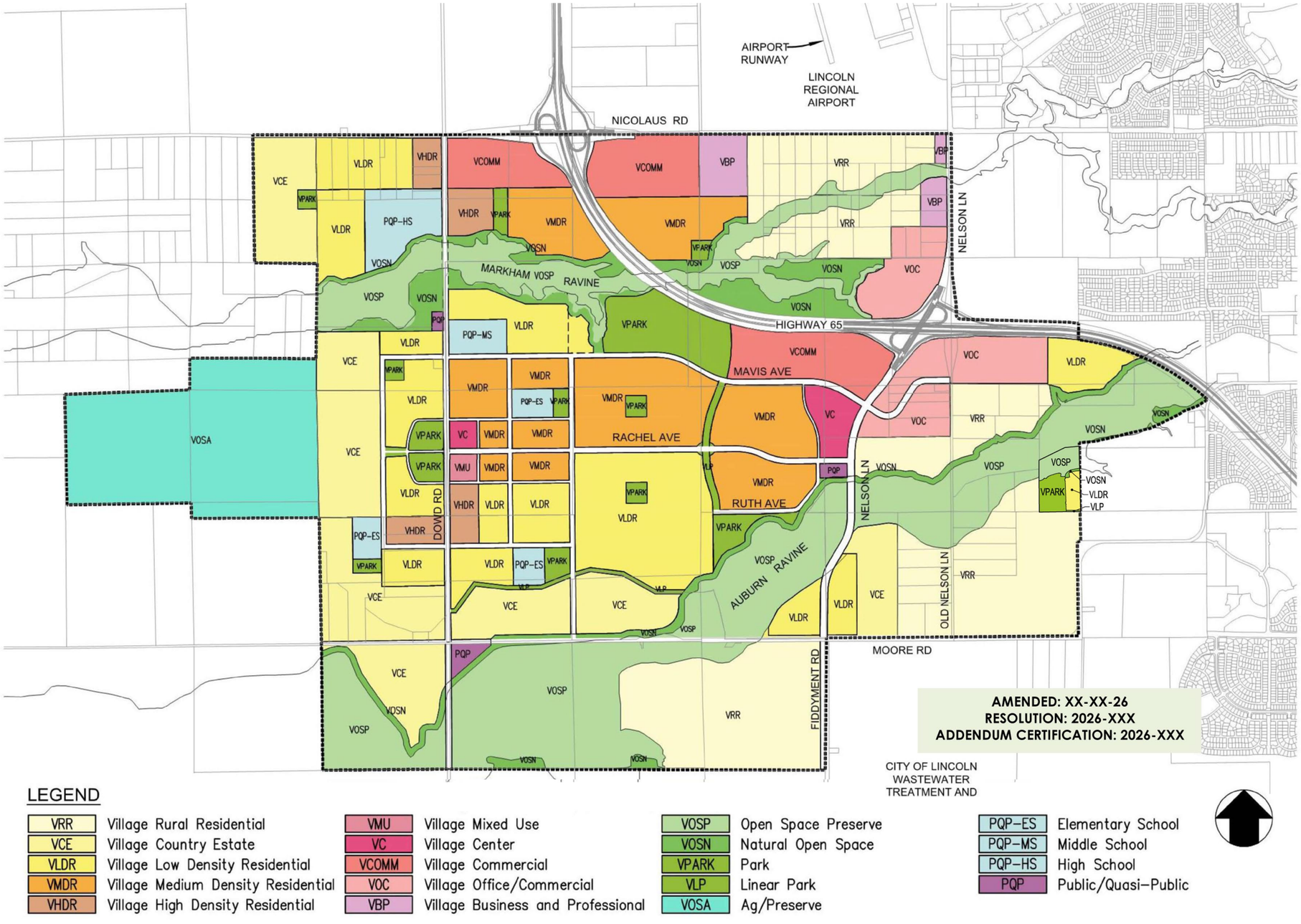


Exhibit 1.1: Land Use Plan

STAFF REPORT

Item Number 13.E

SUBJECT: Waive Full Reading and Adopt by Title Only an Ordinance Amending the Village 5 General Development Plan for the Windsor Cove Project. (Mikaela Noble)

SUBMITTED BY: Mikaela Noble

DEPARTMENT: Community Development

DATE: August 11, 2026

STAFF RECOMMENDATION:
Staff recommends that the City Council determine that the Windsor Cove Project is in conformance with the certified Final Environmental Impact Report (EIR) for the Village 5 Specific Plan (State Clearinghouse #2014052071) pursuant to CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan), and therefore, no additional environmental review is required; and waive second reading and adopt an Ordinance approving an Amendment to the Village 5 General Development Plan in association with the Windsor Cove Project.

BACKGROUND/INTRODUCTION:
On July 28, 2026, the City Council waived first reading and introduced by title only an ordinance approving an Amendment to the Village 5 General Development Plan in association with the Windsor Cove Project. Along with this approval, the City Council adopted resolutions certifying the approving a Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map for the Windsor Cove Project.

FINDINGS/ANALYSIS:
This second reading is necessary to enact the Ordinance.

ENVIRONMENTAL REVIEW:
In accordance with Government Code Section 65457(a) and the CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan), any residential project meeting the development density or undertaken pursuant to and in conformity with a specific plan (e.g., Village 5 Specific Plan) adopted pursuant to Title 17, Division 1, Chapter 3, Article 8 of the Government Code is exempt from further environmental review. In addition, CEQA Guidelines Section 15168(c)(2) states that if a project falls within the scope of the project described in a Program EIR, and no subsequent environmental review would be required under CEQA Guidelines Section 15162, then no new environmental document is required.

The proposed Windsor Cove project is in conformance with the certified Final EIR for the

Village 5 Specific Plan (SCH #2014052071) in respect to residential development (e.g., density, development standards, etc.). Therefore, no further environmental review is required.

FISCAL IMPACT:
Adoption of these changes do not place a financial burden on the City.

ATTACHMENTS:
Windsor Cove GDPA Ordinance.doc

Attachment 1 Windsor Cove GDPA Ordinance Exhibits.pdf

ORDINANCE XXXXB

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING AN AMENDMENT TO THE VILLAGE 5 GENERAL DEVELOPMENT PLAN IN ASSOCIATION WITH THE WINDSOR COVE PROJECT (AREA J1)

WHEREAS, Title 18, Chapter 18.32 of the Lincoln Municipal Code provides for the review by the City of Lincoln City Council on all General Development Plans and amendments of General Development Plans; and

WHEREAS, on December 5, 2017, the Lincoln City Council adopted Resolution No. 2017-258, making findings concerning mitigation measures and alternatives, making a statement of overriding considerations, adopting a Mitigation Monitoring Plan, and certifying the Village 5 Specific Plan Project Final Environmental Impact Report ("Village 5 Final EIR") SCH No. 2014052071 pursuant to CEQA; and

WHEREAS, on the City of Lincoln adopted Ordinance No. 960B on December 5, 2017, approving the Village 5 Project General Development Plan; and

WHEREAS, amendments to the adopted Village 5 General Development Plan have been proposed, including new design criteria for the development of the Project; and

WHEREAS, notices describing the proposed Project and the time and place of the Planning Commission hearing, including a general explanation of the matter to be considered was published in a newspaper of local circulation and sent to neighboring property owners pursuant to Section 18.92 of the Lincoln Municipal Code; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA) and the Environmental Guidelines of the City of Lincoln, notice is hereby given that the City of Lincoln located at 600 Sixth Street, Lincoln, California has determined that the project is exempt under CEQA Section 15182 (Projects Pursuant to a Specific Plan) for which an Environmental Impact Report (EIR) has been certified. The proposed project qualifies for this exemption as it is consistent with the certified Village 5 Specific Plan EIR (State Clearinghouse No. 2014052071) and applicable mitigation measures of the Mitigation Monitoring Reporting Plan. Therefore, no further environmental analysis is required; and

WHEREAS, on June 17, 2026, the Planning Commission held a duly noticed public hearing and, following discussion and public testimony, held votes to adopt resolutions recommending City Council to do the following: determine the Project would not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Village 5 Final EIR; approve the amended Village 5 General Development Plan, and approve tentative maps in association with the Windsor Cove Project; and

WHEREAS, the City Council reviewed and considered information contained in the EIR, and finds that the mitigation measures identified therein, imposed on and incorporated by reference into the Village 5 Specific Plan Project, will lessen the significant effects of the amendments; and

WHEREAS, the City Council has reviewed the Amendment to the Village 5 General Development Plan and conducted a public hearing on July 28, 2026.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN does ordain as follows:

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that certain Exhibit B specifying the Amendments to the Village 5 General Development Plan, on file with the Community Development Director relative to the Windsor Cove Project.

Section 2. **General Development Plan Findings.** The City Council finds and determines that:

a. The Amendments to the Village 5 General Development Plan are consistent with the March 2008 General Plan, as amended by Resolution No. 2012-197 and proposed Resolution No. 2013-022 (the "General Plan Amendment Resolution") and is also consistent with the proposed Village 5 Specific Plan (the "Specific Plan"), and proposed amendment thereto, because the General Development Plan with the proposed amendment ("Amended General Development Plan") establishes zoning districts and development standards for land uses which are allowed by the General Plan and Specific Plan land use designations and the policies for new residential, commercial and open space land uses which apply to the Village 5 property. Specifically, the Amended General Development Plan allows for low density residential, medium density residential and high density residential, mixed-use commercial, public, parks and recreation and open space land use designations. The Amended General Development Plan provides a master development plan and specific development standards for residential and non-residential land uses within the Specific Plan area.

b. The Amended Village 5 General Development Plan is consistent with the General Plan because the zoning districts provide for the following land use districts which are allowed by the General Plan Land Use designations as Village Country Estates, Village Low Density Residential, Village Medium Density Residential and Village High Density Residential. Additionally, the Amended General Development Plan includes open space which is consistent with General Plan open space requirements.

c. The Amended Village 5 General Development Plan is consistent with the City's Zoning Ordinance because it has been prepared pursuant to and for implementation of the Village 5 Specific Plan Area to specify the uses, the locations of such uses, and the governing development standards and design guidelines for the development of a master planned community. The General Development Plan is also consistent with the City's Zoning Ordinance

because it consists of a map and text showing all uses, intensity of land use as measured by units per acre and area coverage; major circulation and development phases.

d. The Amended Village 5 General Development Plan is consistent with the requirements of the Planned Development District zone of the City's Zoning Ordinance which governs the Village 5 property because it has been designed to provide for a creative, more flexible and orderly approach to the use of land.

Section 3. The proposed Amendment to the Village 5 General Development Plan, attached hereto as Exhibit B and incorporated by this reference, is subject to the conditions set forth in Exhibit A, attached hereto and incorporated by this reference.

Section 4. Based on the findings set forth in this Resolution, and the evidence in the Staff Report, the City Council hereby approves the Amendment to the Village 5 General Development Plan, attached hereto as Exhibit B, substantially in the form on file with the Community Development Director.

Section 5. **Severability.** If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 6. **Publication.** Within fifteen days of passage of this Ordinance, the City Clerk shall cause the full text of the Ordinance, with the names of those City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger. In lieu of publishing the full text of the Ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the Ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the Ordinance, to be published in the Lincoln News Messenger, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the Ordinance. The publication of a summary of the Ordinance in lieu of the full text of the Ordinance is authorized only where the requirements of Government Code § 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Lincoln held on July 28, 2026, by the following vote:

AYES:	Councilmembers:	Andreatta, Brown, Eklund, Pearl, Reedy
NOES:	Councilmembers:	
ABSENT:	Councilmembers:	
ABSTAIN:	Councilmembers:	

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lincoln held on _____ day of _____, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk

Exhibits:

A. Conditions of Approval
B. Village 5 General Development Plan Amended Pages

CONDITIONS OF APPROVAL

The Amended Village 5 General Development Plan for the Village 5 Specific Plan is recommended for approval subject to the following conditions:

1. All property within the Amended Village 5 General Development Plan Area shall be subject to the applicable mitigation measures adopted as part of the certified Village 5 Specific Plan Project EIR (SCH No. 2014052071).

2. The General Development Plan provides for various design criteria related to the Village 5 Specific Plan development. In the event of any conflicts between the standards set forth in the General Development Plan and those adopted by the City in its Design Criteria & Procedures Manual (the “Public Improvement Standards”), the standards set forth in the General Development Plan as amended shall control, except in cases where there are no standards set forth in the General Development Plan, in which case the Public Improvement Standards will control.

3. Further entitlement applications and permits will be required for all parcels when a specific parcel is proposed for development. The applicant will be required to file a formal application for review and approval by the City for the specific parcel(s) in question. When considering the approval of any proposed entitlement requests, the City shall conduct its review consistent with the Amended General Development Plan and Public Improvement Standards.

4. The ability to proceed under any approvals, entitlements, or authorizations granted by this action are contingent upon a Development Agreement being executed with the City of Lincoln specifying the terms and conditions of financing public improvements, conditions of development and reimbursement matters. The City Council shall have complete discretion to approve the terms and conditions of the Development Agreement and will not be bound by any provisions adopted as part of this resolution. Where any conflict exists between these conditions of approval and the Development Agreement, the terms of the Development Agreement will control.

VILLAGE 5 GENERAL DEVELOPMENT PLAN

Amended .....

ADOPTED JANUARY 9, 2018

ORDINANCE 960B

EIR STATE CLEARINGHOUSE # 2014052071

Lead Agency:

City of Lincoln

600 Sixth Street

Lincoln, CA 95648

Prepared for:

Richland Developers

3000 Lava Ridge Court, Suite 115

Roseville, CA 95661

RICHLAND

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CHAPTER 7: Area A1 and A2 Planning Level Detail

7.1 OVERVIEW

Purpose

The purpose of this section is to describe and clarify how each site area is to be used and how the planning, architecture and landscape design will cohesively complement one another. This Area specific section describes and illustrates concepts to insure that the quality and character of each neighborhood development is meeting with the vision intended. The Planning Level Detail addresses the street network, bike paths, pedestrian trails and the overall connectivity between the various land uses. The framework is based on the development standards found in Chapter 3 and the spirit of the vision is defined by the residential, commercial and landscape design guidelines found in Chapters 4, 5 and 6 respectively.

Executing the Vision

The Village 5 Specific Plan clearly describes the vision and principles that will make up the foundation for this development. The desired features of strong connectivity, efficient development patterns, a variety of development offerings, and transportation choices all in a diverse, high quality in all aspects to insure a healthy and valued community for generations. This Chapter defines and illustrates in greater detail community elements including: development patterns, the mobility network, parks and open space amenities, neighborhood areas and features, streetscape designs, monumentation, lighting, signage and landscape transitions. Each element includes specific criteria to be followed for this area of development.

Details

All power and utilities within Village 5 will be constructed underground.

Organization

This section is organized by detailing each element of the vision, as noted above, and providing specific details and examples for execution.

Illustrative Land Use Summary for Planning Area A1, A2, and J1

Areas A1, A2, and J1 land use is consistent with the Village 5 Specific Plan zoning designations. The enclosed table summarizes the various uses, acreage and total units anticipated, however the final lot layouts are still being developed thus final unit counts may vary. Please see Table B-1 in the Specific Plan Appendix B for additional detail. Please see Area Land Use Plan on the following page.

Land Use		Acreage	Units
Residential			
VCE	Country Estates	250.9	1436.0
VLDR	Low Density Residential	199.7	1050.0
VMDR	Medium Density Residential	50.1	96.0
VLDR	Community Recreation	6.3	0.0
VLDR	Senior Recreation	5.4	0.0
Subtotal		**512.4**	**2582.0**
Commercial			
VCOMM	Village Commercial	79.5	
VC	Village Center	26.4	
Subtotal		**105.9**	
Public			
ES	Elementary School	12.0	
PQP	Public/Quasi-Public	3.9	
ROW	Major Roadways	74.6	
Subtotal		**90.5**	
Open Space/Parks			
VRP	Village Regional Park	71.2	
VCP	Village Community Park	16.0	
VNP	Village Neighborhood Park(s)	14.3	
VLP	Village Linear Park(s)	14.0	
VPP	Village Pocket Park(s)	5.1	
VOSN	Village Open Space Natural	49.3	
Subtotal		**169.9**	
TOTAL		**878.7**	**2582.0**

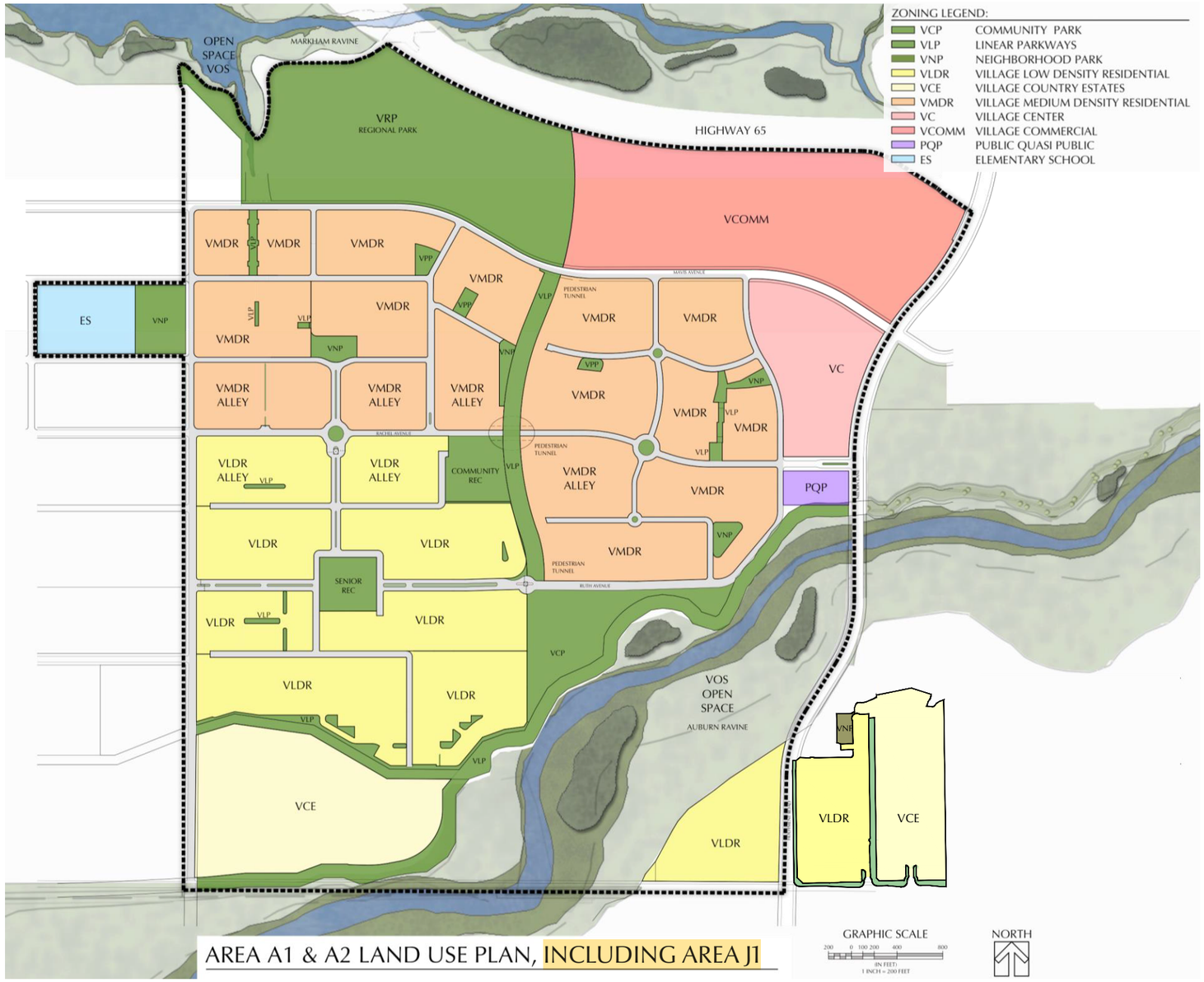

ZONING LEGEND:
VCP COMMUNITY PARK
VLP LINEAR PARKWAYS
VNP NEIGHBORHOOD PARK
VLDR VILLAGE LOW DENSITY RESIDENTIAL
VCE VILLAGE COUNTRY ESTATES
VMDR VILLAGE MEDIUM DENSITY RESIDENTIAL
VC VILLAGE CENTER
VCOMM VILLAGE COMMERCIAL
PQP PUBLIC QUASI PUBLIC
ES ELEMENTARY SCHOOL
OPEN SPACE VOS
MARKHAM RAVINE
VRP
REGIONAL PARK
HIGHWAY 65
VCOMM
VMDR
VPP
VLP
VNP
ES
VC
PEDESTRIAN TUNNEL
MAYE AVENUE
VMDR ALLEY
VLDR
VLDR ALLEY
COMMUNITY REC
RACHEL AVENUE
PQP
SENIOR REC
RUTH AVENUE
VCP
VOS OPEN SPACE
AUBURN RAVINE
VCE
GRAPHIC SCALE
NORTH
AREA A1 & A2 LAND USE PLAN, INCLUDING AREA J1

Exhibit 7.1

7.3 NEIGHBORHOOD DESIGN INTENT

Rachel Avenue is the heart and spirit of Village 5. Incorporating Village Commercial at both ends, and a wide variety of residential opportunities in between. This tree lined gateway is designed with a large center median, two vehicular lanes, a Class I cycle track on the north, and separated walkways on both sides (no parking) thus defining it as a primary connection both physically and aesthetically Rachel will capture the iconic rural spirit of traditional Lincoln while bringing highly articulated architectural designs that embrace today's styles. Rachel will consist of predominately alley loaded homes with vehicular access at the rear, while offering a variety of lot widths and alternatively some side facing residents too. By featuring front doors and porches at the street a sense of community is established. This key link has three primary focal points including two roundabouts, and a bridge. The roundabouts define the primary entrances into each of the neighborhoods to the north and south, while the bridge gives long linear views in each direction ultimately connecting the village community park on the south with the village regional park at the north. This area's neighborhoods are centered on the "Main Street" theme of Rachel Avenue.

Notes:

- All street names will be submitted and finalized during the tentative map process.

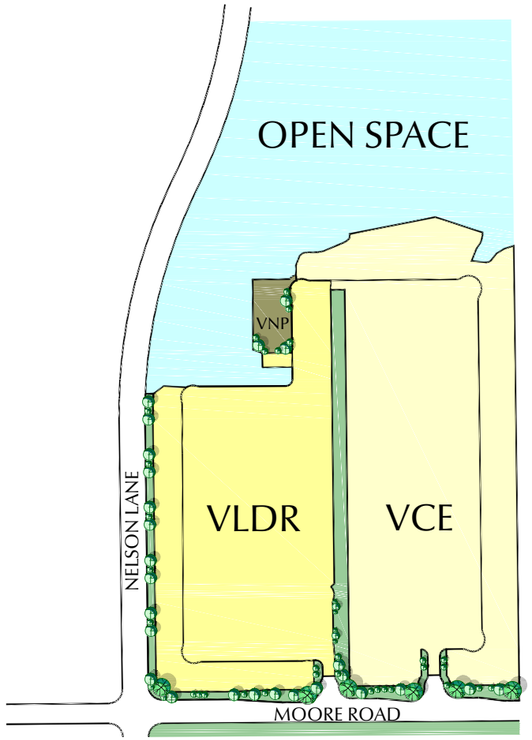


Exhibit 7.4

Neighborhood VII

The Neighborhood VII design principles and features are as follows:

- Neighborhood VII boundaries can be described as approximately 55 acres south of Auburn Ravine open space, North of Moore Road and bound by Nelson Lane to the west and rural land to the east.
- The primary entrances are off of Moore Road.
- The development pattern consists of 2 entrances to Moore Road with alooped road between the Villages and the trail in between for mobility.
- This neighborhood consists of low density residential and country estates. All lots backing to open open space will feature an open view fence.
- This neighborhood will have a small neighborhood park for use by the residents.
- The low density residential village will have a patch across to the Nelson Lane walkway.



NEIGHBORHOOD VII

NORTH

7.5 PARKS AND RECREATION OPPORTUNITIES

Village 5 – Areas A1 and A2 feature Recreation Facilities, extensive Park Facilities and access to Open Space Trails that are inner connected in a way that everyone with in these Areas have quality outdoor amenities. All parks are accessible via walking or bicycle but parking is available. 170 acres are dedicated to park and recreation amenities while an additional 200 acres of open space and its trail system is also available.

- The trail system within the A1, A2, and J1 Planning Area will consist, at a minimum, of 1 mile of trails for every 2500 people.
- Community Recreation Facilities, and Multi-family facilities shall incorporate swimming pools as a portion of their recreational amenity. There shall be a minimum of one pool for every 10,000 residents.
- Area J1, Villages 1-2 will have 1500 LF of trails internally that connects to the park within the Village and from the park pathway to access the Nelson Lane walkway.



Exhibit 7.7

7.5.1 Conceptual Landscape Master Plan

The purpose of the Landscape Master Plan is to graphically represent areas of significant landscape treatments, which will be described in detail in the following chapter of the Landscape Design Guideline Document. The Conceptual Landscape Master Plan is shown below.

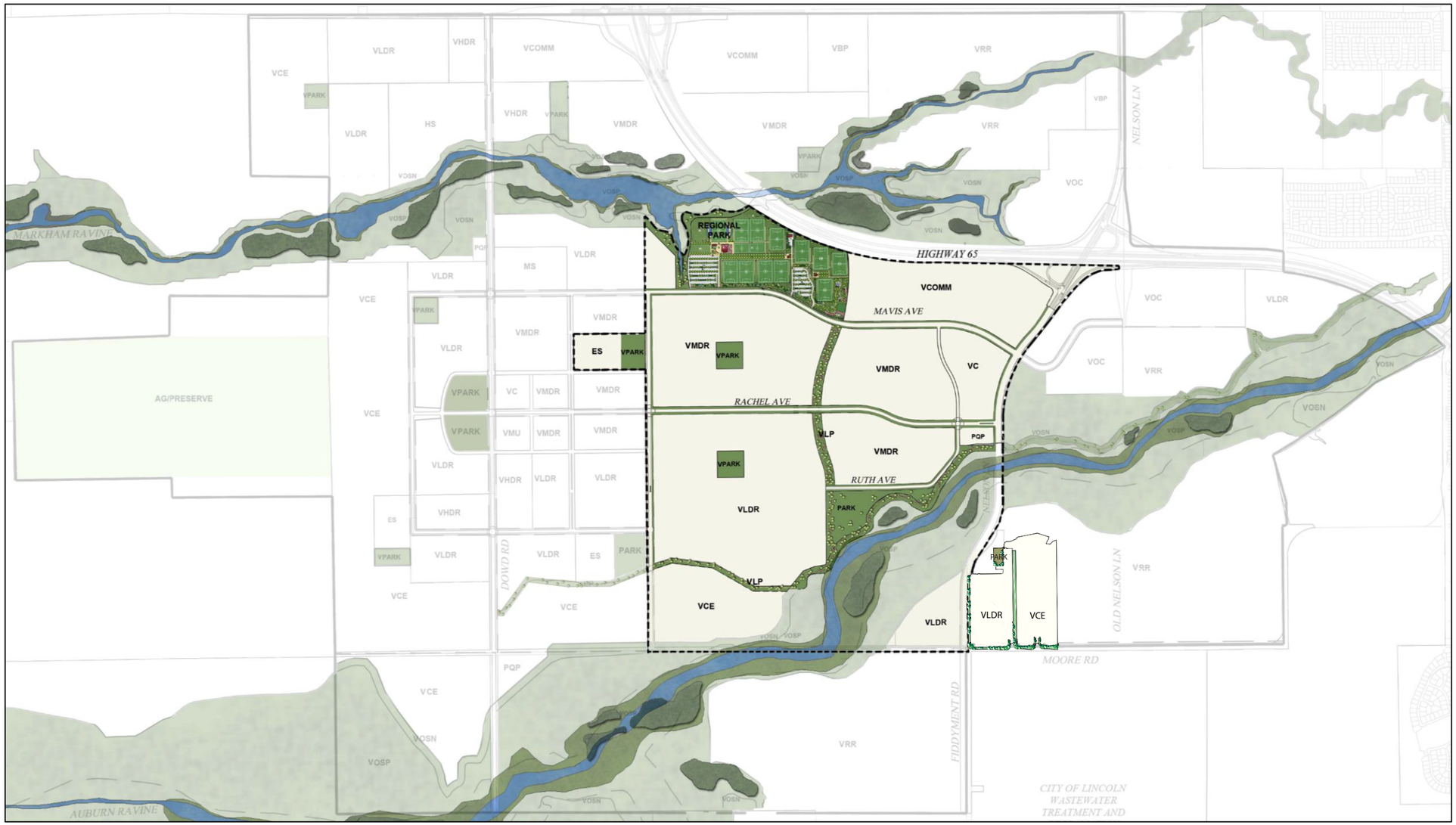


Exhibit 7.8

7.7 COMMUNITY SIGNAGE

Monumentation and neighborhood entry features shall be designed, at the tentative map phase, to embrace the characteristics of the vision and established quality standard for the Community. Substantial materials rooted from the area are desirable to highlight the cultural history of Lincoln. The various features should complement one another and be harmonious while maintaining hierarchical distinction. Landscaping shall be thoughtfully considered so as to enhance these community features and never block them.

- **PRIMARY GATEWAY MONUMENTATION**

  Located at the intersection of Nelson Lane and Rachel Avenue, this grand feature will be the Gateway to Village 5 Area A1 and A2, and will be the largest scale monument feature. The focus directs residents and visitors along the signature street of the Village, which will immediately capture their attention in its feel and function.

- **SECONDARY COMMUNITY MONUMENTATION**

  These intersections are located at Nelson Lane and Mavis Avenue and additionally at the intersection of the North/South Collector and Mavis Avenue. This secondary feature still draws significant importance and attention to the planning area and helps guide and set the tone for the community theme. This will be a step down in size but will have a strong vertical presence.

- **NEIGHBORHOOD MONUMENTATION**

  Located at key entrances these features announce the arrival of each neighborhood while continuing the theming established. This monumentation will be scaled down to proportionately transition into the neighborhood scale.

- **FEATURE MONUMENTATION**

  These special monuments are for the purposes of identifying each of the community amenities and feature elements. All Parks, and Recreation Facilities will have monuments, but these will be the smallest in the hierarchy.



Exhibit 7.10

7.8 WALLS AND FENCES

Walls and fences shall be designed and constructed according to the specifications noted below. Each wall type is described below denoted on the corresponding plan for easy reference. See Chapter 6: Landscape Design Guidelines, pages 6-28 and 6-29 for typical images of fencing examples.

Community Wall and Courtyard Patio Wall Designs

Block wall designs shall be constructed of CMU block with stucco over and a brick cap. Pilasters shall match wall design and be spaced at a maximum of 100' O.C. and as needed for grade or direction changes.

Per the monumentation diagrams in section 7.7 varied heights should be combined with pilasters for an aesthetically pleasing look and scaled appropriately for the location and purpose it serves.

Townhomes shall consist of 4'-0" tall CMU walls with stucco over and 2'-0" tall tubular steel for a total height of 6'-0". Pilasters to be constructed where

Post and Cable Design (at Open Space)

Provide 3'-0" tall, 6"x6" square pressure treated posts at 15'-0" O.C. typical with (2) 3/8" diameter #7 galvanized wire cable spaced at 16" O.C. vertically.
Provide openings every 750 ft. to allow for emergency access.

Open View Fencing Design (at View Lots)

Provide 6'-0" tall, 2"x 2" tubular steel posts (with cap) with 3/4"x 3/4" steel pickets, 4" O.C. with a 1"x1" top and bottom rail.
Tubular steel fencing shall be painted black.

Wire Mesh Fence Design (at Schools)

Provide 6'-0" tall, green or black vinyl coated chain link fence with 9 gauge x 2"x 2" mesh between 4" steel posts spaced 8'-0" O.C. with a 1 5/8"x 1 5/8" galvanized top and bottom rail

Residential Good Neighbor Fencing (at Homes)

Provide 6'-0" tall, wood fence with a minimum #2 grade lumber 1"x 6" slats between 4"x4" pressure treated posts with 1"x 6" pressure treated fascia rail, mid-rail and bottom rail. Provide 2x4 pressure treated cap. Alternating panels shall be constructed between neighboring lots and all mid rail supports shall be internal to yards at all corner lots.



Exhibit 7.12

7.9 STREET LIGHTING

Street Lighting

Lighting is an essential element for any development. The most important element is for safety and secondarily aesthetic. An additional goal for this projects lighting is to provide attractive lighting with minimal contribution to light pollution. Each area will have different lighting needs. The Village Center will demand higher levels of light, while natural areas will require lower light levels.

- Lighting shall be thematic (see diagram on following page) with a rural feel to reflect the historic essence in the overall design.
- Fixtures shall be scaled appropriately for their specific location. Larger roadways will demand taller, dual fixtures and internal residential roads will be lower and have single fixtures and wider intervals as noted in our fixture diagram.
- Standard illumination requirements on roadways shall apply so that drivers can clearly see all road alignments, traffic control signage and any potential obstacles. Higher light levels are expected at any intersection or for unique interchanges.
- Street lighting shall conform to the City of Lincoln's standards for roadway illumination for public streets.
- Spacing of all fixtures will be determined based on the type of street, or area use to insure a safety.
- Walkways, paseos and other pathways with public access shall be lit to provide safe passage, and minimize shadows. Bollard lighting may be utilized or extra lighting at steps, ramps or other potential obstacles that would benefit from additional lighting.
- Parking and vehicular areas should be consistent with the adjacent street fixtures and meet the City of Lincoln's requirements for parking areas.
- The addition of decorative features such as seasonal banners along Mavis Avenue and flower baskets shall be incorporated along Rachel Avenue. Both elements will be utilized as appropriate at the Village Center.
- See below for proposed light standards and Chapter 6 for additional examples of lighting imagery.

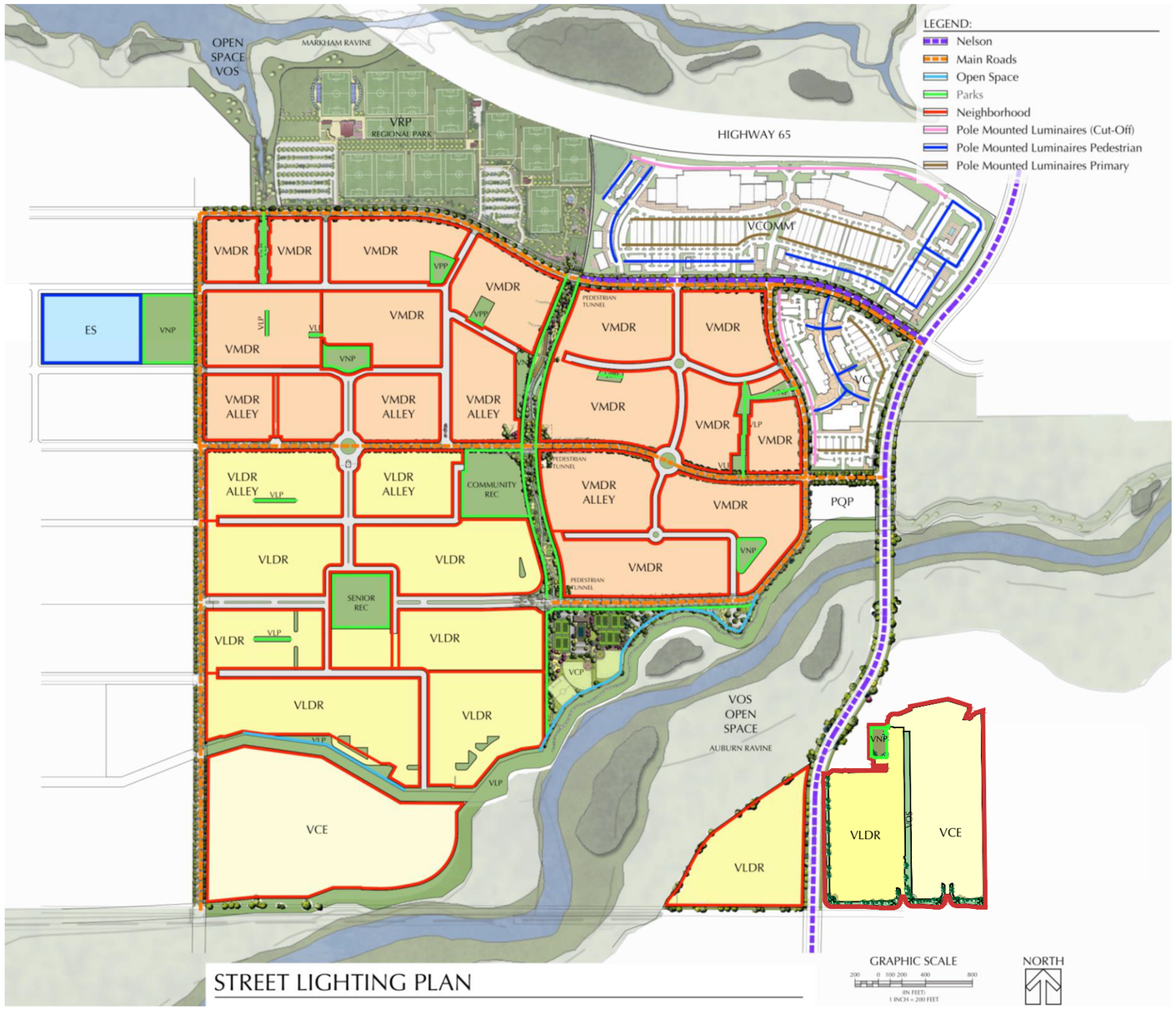


Exhibit 7.13

STAFF REPORT

Item Number 15.A

SUBJECT: Adopt a Resolution Approving a Fixed Base Operator and Airport Management Services Agreement with KT Aero CA LLC for Lincoln Regional Airport - Karl Harder Field, Authorizing the City Manager to Execute the Agreement, and Approving Budget Augmentations in the Amounts of $165,000 in FY 2025/26 and $336,250 in FY 2026/27 for the Airport Fund (7500). (Matt Medill)

SUBMITTED BY: Matthew Medill

DEPARTMENT: Public Works

DATE: August 11, 2026

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution:

- Approving a Fixed Base Operator and Airport Management Services Agreement with KT Aero CA LLC for Lincoln Regional Airport – Karl Harder Field;
- Authorizing the City Manager to execute the agreement in a form approved by the City Attorney, including minor modifications necessary to address the transition period during the remainder of calendar year 2026;
- Approving budget augmentations in the amounts of $165,000 in FY 2025/26 and $336,250 in FY 2026/27 in the Airport Fund (7500) for the Fixed Base Operator and Airport Management Services Agreement and related implementation costs; and
- Authorizing the City Manager or designee to take all actions necessary to implement the agreement.

BACKGROUND/INTRODUCTION:

Lincoln Regional Airport – Karl Harder Field (LHM) continues to experience growth in airport activity, hangar development, tenant interest, and overall operational complexity. As activity and development interest have increased, the City has evaluated options to provide dedicated professional airport management, fixed base operator (FBO), operations, and maintenance services to support safe, efficient, and compliant airport operations.

Staff has been working with KT Aero CA LLC, a California limited liability company, on a proposed Fixed Base Operator and Airport Management Services Agreement and related Scope of Services. The agreement identifies KT Aero CA LLC as the Operator and the City of Lincoln as the Owner, and is intended to provide comprehensive operations, maintenance,

FBO, and airport management services at LHM.

On April 15, 2026, staff presented the proposed agreement to the Airport Committee for review. Following that meeting, staff continued working with KT Aero CA LLC to update the agreement, Scope of Services, and key performance indicators (KPIs) to better define service expectations, accountability measures, reporting requirements, and service delivery standards.

Staff subsequently returned to the Airport Committee with the updated agreement and Scope of Services. The Airport Committee reviewed the updated materials and unanimously recommended approval of the agreement and forwarding the item to the City Council for consideration.

FINDINGS/ANALYSIS:

The proposed agreement would authorize KT Aero CA LLC to provide professional airport operations, maintenance, FBO, and management services for LHM. The Scope of Services includes day-to-day airport operations oversight, maintenance of facilities and grounds, aircraft fueling services, aircraft ramp and ground services, marketing and business development support, regulatory coordination, record keeping, monthly reporting, and KPI tracking. The airport staffing coverage will increase from a five-day 40 regular hours per week schedule to a seven-day coverage with 11 hours per day increasing annual regular time coverage from approximately 2080 hours/year to approximately 4,000 hour/year.

The agreement is structured to preserve the City's role as airport owner and policy-making authority while allowing KT Aero CA LLC to provide specialized airport operational expertise and dedicated support for daily airport operations. The City would retain responsibility for lease payment administration, fee collection, lease administration, capital improvement project management, Airport Manager functions, Airport Engineer functions, final budget approval, final marketing plan approval, and approval of major capital projects.

The Scope of Services includes the following major service areas:

- Daily airport operations oversight and coordination with applicable regulatory agencies;
- Maintenance of facilities, grounds, paved surfaces, airfield lighting, pilot amenities, public restrooms, and City-owned hangars;
- Aircraft fueling services for 100LL and Jet A fuel, including inspections, fuel quality testing, inventory coordination, and customer service;
- Aircraft ramp and ground services, including towing, parking guidance, marshalling, tie-down checks, and support for tenant activity tracking;
- Marketing and business development support for aviation-related opportunities;
- Regulatory coordination and record keeping, including airport activity logs, inspection documentation, environmental compliance support, and monthly reporting; and
- KPI tracking related to safety, compliance, maintenance response times, facility condition, customer service, fuel sales, operations growth, based aircraft growth, and marketing/event participation.

As part of the proposed transition to contracted airport management and FBO services, the City conducted a meet-and-confer process with the Union regarding the affected City staff position. Through that process, the City and Union informally agreed that the current City staff

person will remain employed through the end of calendar year 2026.

KT Aero CA LLC has agreed in concept to a gradual airport management services transition, with a phased transition to the full contractual Scope of Services before January 1, 2027. This phased approach allows KT Aero CA LLC to onboard and train staffing, begin work, become familiar with City operations, airport tenants, stakeholders, existing agreements, ongoing projects, equipment, facilities, and regulatory responsibilities, while allowing the City to mitigate costs during the transition period and avoid unnecessary duplication of effort.

The proposed service start date is targeted to commence within 30 days after agreement execution, with the actual start date to be coordinated by the Airport Manager. Staff is requesting authorization for the City Manager to execute the agreement in a form approved by the City Attorney, including minor modifications necessary to address the transition period during the remainder of calendar year 2026. These modifications may include phased service responsibilities, adjusted transition-period compensation, coordination with City staff, onboarding requirements, reporting expectations, equipment and facility transition procedures, and related implementation terms, provided such modifications do not materially alter the City Council's approval of the agreement.

The agreement also references the parties' intent to separately negotiate a development-related agreement for potential partnership opportunities involving City property near the Airport. Approval of the Fixed Base Operator and Airport Management Services Agreement would not approve, authorize, or commit the City to any separate development agreement. Any future development agreement would be negotiated separately and brought forward for appropriate City review and approval, as required.

The agreement is currently under review by the City Attorney. As with all City agreements, City Attorney review and approval will be completed prior to execution.

ENVIRONMENTAL REVIEW:

Approval of the Fixed Base Operator and Airport Management Services Agreement is an administrative and organizational action related to airport management, operations, maintenance, and FBO services. The action does not approve any physical development, construction activity, capital project, lease, or change in airport operations that would result in a direct or reasonably foreseeable indirect physical change in the environment. Accordingly, approval of the agreement is not a project under the California Environmental Quality Act (CEQA). Alternatively, the action is exempt from CEQA pursuant to the commonsense exemption because it can be seen with certainty that approval of the agreement itself would not have a significant effect on the environment.

FISCAL IMPACT:

Approval of the Fixed Base Operator and Airport Management Services Agreement requires budget augmentations in the amounts of $165,000 in FY 2025/26 and $336,250 in FY 2026/27 in the Airport Fund (7500) to support implementation of the agreement and related airport management and FBO services.

The draft agreement provides for a management fee of $20,833.33 per month, for an annual

total of $250,000, payable monthly in arrears, subject to the agreement terms. The agreement also includes an annual escalation provision beginning on the first anniversary of the effective date.

The agreement includes a fuel flowage fee of $0.06 per gallon for 100LL and Jet A fuel dispensed at the Airport. Based on estimated annual fuel volume of more than 175,000 gallons, the estimated annual flowage fee is approximately $10,500.

The agreement also allows compensation for overtime and callouts at $50 per hour. The budget augmentation includes $15,000 in FY 2025/26 and $30,000 in FY 2026/27 for anticipated overtime and callout costs.

An additional $15,000 in FY 2025/26 and $30,000 in FY 2026/27 is included for extraordinary maintenance expense reimbursement for qualifying costs that exceed the $1,000 threshold established in the agreement and that may be contracted by KT Aero CA LLC on the Airport's behalf.

The $165,000 and $336,250 budget augmentations will provide funding authority to initiate the agreement, support the transition period, and allow KT Aero CA LLC to begin providing services. Because KT Aero CA LLC has agreed to a transition period, with a phased transition to the full contractual Scope of Services before January 1, 2027, the City anticipates cost savings during the remainder of calendar year 2026 compared to immediate full-scope implementation. Staff anticipate existing airport operations and maintenance expenses will be reduced by as much as $200,000 annually starting in FY2026/27 to offset the new airport management services model.

Staff will monitor expenditures during the transition period and return to the City Council through the normal budget process or by separate action if additional budget adjustments are needed.

Budget Component	**FY 2025/26**	**FY 2026/27**
Base airport management/FBO services, including transition implementation	$135,000	$276,250
Overtime and callouts	$15,000	$30,000
Extraordinary maintenance reimbursement (>$1,000)	$15,000	$30,000
Total Budget Augmentation	**$165,000**	**$336,250**

ATTACHMENTS:
Attachment_A_KT_Aero_Reso.docx

Attachment B_FBO & Airport Management Services Agreement.pdf

Attachment C_Scope of Work.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING A FIXED BASE OPERATOR AND AIRPORT MANAGEMENT SERVICES AGREEMENT WITH KT AERO CA LLC FOR LINCOLN REGIONAL AIRPORT – KARL HARDER FIELD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND APPROVING BUDGET AUGMENTATIONS IN THE AIRPORT FUND

WHEREAS, the City of Lincoln owns and operates Lincoln Regional Airport – Karl Harder Field ("Airport"); and

WHEREAS, the City has negotiated a Fixed Base Operator and Airport Management Services Agreement ("Agreement") with KT Aero CA LLC, a California limited liability company, to provide airport management, fixed base operator, operations, maintenance, fueling, ramp, regulatory coordination, record keeping, reporting, and related services at the Airport; and

WHEREAS, the Agreement provides for an initial five-year term, a base management fee of $250,000 per year payable monthly in arrears, a 2.5% annual escalation beginning on the first anniversary of the effective date, a fuel flowage fee of $0.06 per gallon for 100LL and Jet A fuel dispensed at the Airport, overtime and callout compensation at $50 per hour, and reimbursement for qualifying extraordinary maintenance expenses exceeding the Agreement threshold; and

WHEREAS, the Airport Committee reviewed the proposed Agreement and scope of services and unanimously recommended approval and forwarding the item to the City Council; and

WHEREAS, the City conducted a meet-and-confer process with the Union regarding the affected City staff position, and the City and Union agreed that the current City staff person will remain employed through the end of calendar year 2026; and

WHEREAS, KT Aero CA LLC has agreed to a transition period, with a phased transition to the full contractual scope of services before January 1, 2027, allowing KT Aero CA LLC to begin work while supporting continuity of airport operations and reducing transition-period costs; and

WHEREAS, the proposed service start date is targeted for approximately 30 days after Agreement execution, subject to final coordination and onboarding; and

WHEREAS, approval of the Agreement requires budget augmentations in the Airport Fund (7500) in the amounts of $165,000 for FY 2025/26 and $336,250 for FY 2026/27 to support implementation of the Agreement, including management fees, transition costs, estimated fuel flowage fees, anticipated overtime/callout costs, and extraordinary maintenance reimbursements; and

WHEREAS, the Agreement references the parties' intent to separately negotiate a development-related agreement, and approval of this Agreement does not approve, authorize, or commit the City to any separate development agreement; and

WHEREAS, approval of the Agreement is an administrative and organizational action related to airport management, operations, maintenance, and FBO services, does not approve any physical development, construction activity, capital project, lease, or operational change resulting in a direct or reasonably foreseeable indirect physical change in the environment, is not a project under the California Environmental Quality Act (CEQA), and alternatively is exempt from CEQA pursuant to the common sense exemption.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln as follows:

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council approves the Fixed Base Operator and Airport Management Services Agreement with KT Aero CA LLC for Lincoln Regional Airport – Karl Harder Field, subject to final approval as to form by the City Attorney.

SECTION 3. The City Council authorizes the City Manager to execute the Agreement in a form approved by the City Attorney and to approve minor, non-substantive modifications necessary to address the transition period during the remainder of calendar year 2026, provided such modifications do not materially alter the City Council's approval.

SECTION 4. The City Council approves budget augmentations in the Airport Fund (7500) in the amounts of $165,000 for FY 2025/26 and $336,250 for FY 2026/27 to support implementation of the Agreement and related airport management, operations, maintenance, transition, fuel flowage fee, overtime/callout, and extraordinary maintenance reimbursement costs.

SECTION 5. The City Manager, or designee, is authorized to take all actions necessary or appropriate to implement the Agreement and this Resolution.

SECTION 6. Approval of the Agreement does not approve, authorize, or commit the City to any separate development agreement. Any future development agreement shall be negotiated separately and brought forward for appropriate City review and approval, as required.

PASSED AND ADOPTED this 11th day of August, 2026, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

APPROVED AS TO FORM:

_____
Douglas White, City Attorney

FIXED BASE OPERATOR AND AIRPORT MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into effective the **1st day of September, 2026** by and between **KT Aero CA LLC**, a California limited liability company, hereafter referred to as "Operator," and the **City of Lincoln**, a municipal corporation organized under the laws of the State of California, hereafter referred to as "Owner."

WHEREAS, Owner owns the Lincoln Regional Airport – Karl Harder Field ("Airport" or "LHM"); and

WHEREAS, Owner desires to enter into an agreement with a qualified entity to serve as the Fixed Base Operator ("FBO") and provide comprehensive operations and maintenance services at the Airport; and

WHEREAS, Operator desires to serve as the FBO and provide such services; and

WHEREAS, Owner and Operator desire to enter into an Agreement defining their mutual rights and responsibilities;

NOW, THEREFORE, in consideration of the promises, terms, and covenants set forth below, Owner and Operator agree to the following terms and conditions:

1. **TERM.** The term of this Agreement shall be for a period of five (5) years, commencing on **September 1, 2026** and ending on **July 31, 2031**. Within six (6) months prior to the end of the initial term, both parties must initiate negotiations to mutually agree in writing whether to extend the Agreement for an additional five (5) years. If no mutual agreement is reached, the Agreement shall terminate at the end of the initial term.

2. **OCCUPANCY.** Owner hereby grants unto Operator the non-exclusive rights of use and occupancy of the facilities, equipment, and improvements at the Airport necessary to perform the services outlined in Exhibit 1 (Scope of Work), including but not limited to aprons, ramps, common areas (runways, taxiways, roadways, lights, signals, and other conveniences for takeoff, flying, and landing of aircraft), and such other areas as reasonably required for FBO operations. Operator's use shall be in common with others authorized by Owner.

3. **NON-EXCLUSIVE USE.** (a) Owner reserves for its own use, without charge or reduction in payments to Operator, the right to use or occupy any areas granted herein as needed, in Owner's sole discretion. (b) The rights herein granted include Operator's non-exclusive use of common Airport areas in common with others authorized.

4. **OPERATIONS.** Operator, at its own expense (except as reimbursed per Section 6), shall perform the operations and maintenance services as detailed in **Exhibit 1** (Scope of Work: Operations and Maintenance for Lincoln Regional Airport (LHM) - Fixed Base Operator (FBO) Services, attached hereto and incorporated by reference) and in accordance with **Exhibit 2** (Equipment List and Maintenance Schedule, attached hereto and incorporated by reference). This includes, without limitation: daily operations oversight; maintenance of facilities and grounds; aircraft fueling services; ramp and ground services; marketing and business development assistance; record-keeping; and full compliance with FAA, CalTrans, EPA, TSA, and other regulations. Operator shall serve as the primary point of contact for regulatory entities and coordinate with Owner on grants, events, and compliance. Owner retains high-level functions (e.g., lease administration, CIP projects, final budget/marketing approval).

   Operator shall adhere to the Key Performance Indicators (KPIs) set forth in Exhibit 1 (Scope of Work), which may include metrics related to safety compliance, maintenance response times, customer service standards, facility cleanliness, operational availability, and regulatory adherence. Failure to consistently meet these KPIs may constitute a material breach under Section 8 (Termination).

   Operator shall maintain hours of operation consistent with Exhibit 1 and provide 24/7 on-call for emergencies.

5. **EQUIPMENT.** Owner agrees to provide equipment as listed in Exhibit 2 or otherwise reasonably required for Operator's obligations (e.g., tractors, sweepers). Operator shall maintain such equipment in good condition per Exhibit 2 and report issues promptly.

6. **PAYMENTS AND COMPENSATION.**

   (a) **Management Fee.** Owner shall pay Operator **$20,833.33 per month** (annual total **$250,000**) for services, payable monthly in arrears on the 10th of each month.

   (b) **After hours jet fuel service shall be paid at $50/hour at contract commencement and subject to annual escalation.**

   (b) **Annual Escalation.** Commencing on the first anniversary of the Effective Date (July 1, 2027) and each anniversary thereafter during the term (including any extension), the monthly and annual Management Fee amounts in subsection (a) shall be increased by two and one-half percent (2.5%) compounded annually. The adjusted

amounts shall apply to all subsequent monthly payments until the next anniversary adjustment.

(c) **Maintenance Expenses.** For maintenance costs exceeding $1,000 per incident (excluding routine items in Exhibit 1), Operator shall be reimbursed by Owner plus a **10% markup** for administrative overhead. Operator shall submit invoices with receipts/supporting documentation; reimbursement within 30 days.

(d) **Fuel Flowage Fee.** Operator shall receive a fuel flowage fee of **$0.06 per gallon** for all 100LL and Jet A fuel dispensed at the Airport. Operator shall track and report gallons monthly; Owner shall pay within 30 days of invoice. (e) All payments due on the 1st of each month, paid by the 10th. Late payments accrue interest at 1.5% per month.

7. **INSURANCE, INDEMNIFICATION, AND COMPLIANCE.** Per Contract for Services dated **MONTH, DAY, YEAR,** Operator shall maintain insurance (liability, workers' comp, property) naming Owner as additional insured, with limits satisfactory to Owner. Operator indemnifies Owner for claims arising from Operator's negligence. Both parties comply with all FAA grant assurances, minimum standards, and laws.

8. **TERMINATION.** Either party may terminate for material breach with **60 days'** written notice to cure. Owner may terminate for cause (e.g., safety violations, repeated non-compliance) immediately upon notice.

9. **SEPARATE MASTER DEVELOPER AGREEMENT.** The parties intend to negotiate a separate agreement for partnership on development of City property near the Airport (e.g., economic development, manufacturing attraction). This Agreement does not cover such development. If the parties are unable to successfully negotiate the Master Developer Agreement, the Operator may terminate this agreement with a 60-day notice to the Owner.

10. **MISCELLANEOUS.** This Agreement is governed by California law. Amendments in writing. Entire agreement. Severability. Notices to addresses provided. No assignment without consent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER: City of Lincoln

By: _____ Name/Title: _____

Date: _____

OPERATOR: KT Aero CA LLC

By: _____ Name/Title: _____

Date: _____

Exhibit 1: Scope of Work

Exhibit 2: Equipment List and Maintenance Schedule

Scope of Work: Operations and Maintenance for Lincoln Regional Airport (LHM) - Fixed Base Operator (FBO) Services

1. Introduction

This Scope of Work (SOW) outlines the comprehensive operations and maintenance responsibilities for the management of the City of Lincoln's Lincoln Regional Airport – Karl Harder Municipal Airport (LHM), as required by the City's Request for Proposal (RFP) dated April 25, 2025. The SOW incorporates all mandatory services specified in the RFP, integrates detailed tasks from current airport maintenance practices, and includes innovative approaches from KT Aero CA LLC's proposal, such as their Management and Operational Framework (emphasizing People, Process, Community, Operational Excellence, Customer Experience, and Sustainability), customized Fixed Base Operator Manual with SOPs and checklists for high-risk activities, PDCA (Plan-Do-Check-Act) for continuous improvement, sustainability practices, fuel management efficiencies via partnerships, community events (e.g., Young Eagles, military appreciation days), and growth strategies targeting industries like aerospace manufacturing, MRO facilities, drone development, and aviation education.

The Contractor (FBO) shall provide a variety of commercial aeronautical services in full compliance with all local, state, and federal regulations, including FAA, CalTrans, EPA, and TSA standards. The Contractor and the City will operate LHM as a self-sufficient enterprise fund, expand commercial and private pilot activities, promote client-centric service, and position the Airport as an economic asset to the City of Lincoln and South Placer County region. Creative, flexible, or innovative solutions are encouraged to add value.

To ensure clear separation of duties:

Contractor Obligations Overview: The Contractor is responsible for hands-on, day-to-day operational and maintenance tasks, including fueling, ramp services, inspections, supporting code enforcement compliance inspections, regulatory compliance coordination (as point of contact), marketing assistance, and record-keeping. The Contractor does not handle financial collections, leasing administration, or high-level management functions like CIP projects or engineering.

City Obligations Overview: The City administers all lease payments and fee collection. The City administers the lease tenants and manages leasing contracts. The City will perform the Airport Manager function to include CIP project management and Airport Engineer functions. The City retains responsibilities for payment of all required infrastructure projects and final approval of budgets, marketing plans, and capital projects.

2. Daily Operations Oversight

Contractor Obligations: The Contractor shall oversee daily operations and maintenance of the airport to ensure safety, efficiency, and regulatory compliance, incorporating detailed inspections and coordination tasks. This includes:

- Overseeing daily operations and maintenance in accordance with all local, state, and federal regulations and licensing standards, including oversight of airport inspections, facilities maintenance, issuance of NOTAMs, and enforcement of applicable rules, regulations, and minimum standards.

- Serving as the liaison with the FAA and the CA Department of Airports (CalTrans). For example, AWOS inspections, runway and taxiway lighting inspections, pavement inspections, clearances, and regulatory navigational aids.

- Coordinating with City staff and federal agencies on grant opportunities, including the application process and all related documentation. Contractor to provide

information including monthly flight logs, traffic volumes, aircraft specific and commercial government or general aviation.

- Coordinating with appropriate volunteer leaders and Non-Governmental Organizations (NGOs) all special events related to the Airport with City support, including community initiatives such as military appreciation days, Young Eagles events, local school field trips, and aviation promotion to foster goodwill and increase traffic (e.g., targeting a 30% increase in governmental and/or commercial operations as demonstrated in similar engagements).

- Attending meetings and conferences with governmental, civic, and aviation organizations, as well as participating in City Airport committee and staff meetings as needed.

- Assist City with managing all RFPs, bids, and accounts payable related to airport operations, in accordance with City policies and procedures.

- Overseeing the conduct of aviation operations to ensure the safety of all persons, aircraft, and facilities as required by federal, state, and local aviation regulations.

- Coordinating trips, fostering positive relationships, and supporting growing activity with multiple charter companies (e.g., Net Jets, Flight Options, Executive Jets, Wheels Up) and after-hours/weekend airport services.

- Ensuring runway and taxiways are open and clear; coordinating ground operations, including baggage and catering; managing all fueling; planning and coordinating VIP arrivals and departures.

- Developing and implementing safety policies and best management practices; maintaining an effective working relationship with agencies including the FAA, EPA, Secret Service, FBI, ATF, CIA, and local fire and transportation departments.

- Managing the airport environmental compliance safety programs, including storm water, air quality, and lease-directed programs (e.g. temporary ground leases for governmental/commercial operations/training exercises) ; responsible for the Spill Prevention Control and Countermeasures Plan (SPCC Plan).

- Serving as the point of contact for regulatory entities, including: Placer County Agriculture / Weights and Measures Department ; California Energy Commission annual filing requirement California retail fuel outlet annual report (CEC-A15); Placer County Air Pollution Control District (Compliance and Enforcement Manager); Placer County Department of Health and Human Services Environmental Health Division (REHS Registered Environmental Health Specialist); Ramos Environmental Services (used oil hazmat Hazardous Waste Haulers); Placer County Assessor's Office, Annual Listing of Aircraft (Assessor); Weed Control Applicator, Placer County Department of Agriculture (Site I.D. 31-08-312413A, issuing officer); Member of Airport California Monitoring Group (Barnes & Thornburg LLP) Storm Water Inspector; Glide Slope calibration (FAA); AWOS (Automated Weather Observation System) maintenance of LHM AWOS II system; Serving as the airport security coordinator as defined by the Transportation Security Administration (TSA).

- Operating the Airport's Unicom radio and issuing all necessary public information about airport operations and status.

- Properly handling and dispensing hazardous materials; assist in managing ground aircraft traffic control; managing responsible habitat practices to minimize bird strikes.

City Obligations: The City will oversee high-level strategic functions, including final approval of any operational plans or changes that impact budgets or capital projects, and will handle any escalations related to grant funding or regulatory disputes beyond the Contractor's point-of-contact role.

3. Maintenance of Facilities and Grounds

Contractor Obligations: The Contractor shall perform comprehensive maintenance of facilities and grounds to keep LHM in optimal condition, promoting sustainability and operational excellence. This includes:

- Maintenance of runways, aprons, taxiways, and other paved surfaces including foreign object debris (FOD) removal to maintain FOD free surfaces, assist with crack filling, assist with pothole repair and patch paving as necessary; grass mowing as necessary; upkeep of pilot amenities, bathrooms (3+) and facilities, including the pilots' lounge and modular office building.

- Inspecting and reporting conditions of all airport facilities to the City, including pavement, buildings, navigation aids, beacons, airfield lighting, and operational equipment. Reports shall be submitted in writing monthly or as issues arise, with recommendations for repairs or improvements.

- Performing daily DMV Vehicle Inspection: Walk-around; check tires, wheels, and rims; check brakes, lights, and electrical; check for leaks, cracks, wires, suspension, and exhaust; check fuel tanks, manhole cover, vents, and gaskets; check (P.T.O.) Power Take-offs; check fuel hoses, fuel lines, and fuel levels; check all hoses and couplings connections; check Prest (Anti-icing agent) injection pump, compressor, and levels (Jet only); check all liquid levels (coolant, oil, grease, power steering, engine compartment, and all belts).

- Maintaining Rotating Beacon, taxiway, runway lights, windsock, PAPI, and helipad lights (replace broken or burned-out bulbs).

- Checking all auto gates/walk-through gates for correct limits on opening & closing mechanisms; troubleshoot and repair as needed.

- Maintaining clear zones and turf areas; maintaining airport office building.

- Checking runway, taxiways, and run-up areas for debris, and sweeping with sweeper if necessary.

- Tarmac check: Weed control spraying with tractor, weed cutting with airport tractor, sidewalks, runway/taxiways, parking lot, and aircraft ramp to maintain weed free surfaces.

- Performing basic carpentry, roof, painting, plumbing, and electrical repairs (plumbing and electrical repairs that warrant professional technicians will be subcontracted); operating airport tractors, mowers, power and hand tools;

conducting preventive maintenance on airport tractors, mowers, power and hand tools.

- Maintaining all city-owned hangars: Inspect and repair annually or more frequently as needed; check cables and roll-up and bi-fold doors for correct limits and opening and closing mechanisms. The contractor shall provide notice of any necessary repairs that exceed $2,500 for work pre-authorization, and City must respond within 10 days of notice. If a fire, life safety issue is found during the inspection the contractor will notify the city to initiate immediate mitigation measures.

- Checking AWOS for proper operation (transmission) computer printout for conditions that correspond to the current weather.

- Checking PAPI lights for proper calibration of glide slope.

- Checking the PCL (Pilot-Controlled Lighting) radio frequency.

- Cleaning pilots lounge: mop, vacuum, stock, and disinfect.

- Cleaning, stocking, and disinfecting all public restrooms on the airfield.

City Obligations: The City will manage capital projects in coordination with the Contractor's input, including oversight of new hangar construction (anticipated completion in 2026, with ongoing developments adding new hangars) and other developments, and will fund and approve all major infrastructure repairs or upgrades.

4. Aircraft Fueling Services

Contractor Obligations: The Contractor shall provide reliable aircraft fueling services. This includes:

- Coordinating directly with fuel vendor for supplying airport with required fuels for distribution (e.g. 100LL and Jet A fuels) using fuel trucks or partnerships. Perform American Petroleum Institute (A.P.I.) gravity test, and white bucket test.

- Providing all employees for fueling operations seven days per week from 0530 to 1700 equally eleven (11) hours per day or as modified per mutual agreement, with after-hours call-out capability.

- Conducting daily quantity volume checks and weekly future projections to ensure sufficient fuel volumes, preventing shortages.

- Exploring phased enhancements, such as installation of self-serve options or expanded terminals, based on demand analysis to support growth in fuel sales.

- Refueler inspection & A.S.T. fuel (Aboveground Storage Tank): Sump all fuel tanks, perform A.P.I. gravity test, filter membrane test, and white bucket test.

- Fuel farm Inspection: A.S.T. (Aboveground Storage Tanks): Walk-around check for dirt, rust, leaks, and deteriorating material; check piping for leaks, cracks, smell, and labeling; inspect hoses, filters, bonding cables, and fire extinguishers; check power, alarm warnings, alarm history, and monitoring system; check fuel levels.

- Fueling of based airport tenants, flight schools, transient customers, and quick turn-around fueling.

- Taxiing in, parking, and fueling of Jet aircraft both over the wing and single point fueling, quick turn-around fueling, including helicopters private, commercial, and charter flights.

- Establishing and encouraging polite, friendly, customer-oriented service for all travelers, pilots, tenants, and other guests of the airport.

- Logging fuel sales best (book keeping) practices; checking current area fuel pricing. Fuel price setting and markup will be directed by the City and coordinated in partnership with the Contractor to maintain regional market alignment. Contractor shall post fuel prices to aviation outlets and notify City of price changes to keep current pricing advertised.

City Obligations: The City will approve any fuel pricing strategies or major fuel infrastructure changes, ensuring alignment with enterprise fund goals, but will not perform fueling operations or inspections.

5. Aircraft Ramp and Ground Services

Contractor Obligations: The Contractor shall deliver efficient ramp and ground handling services to support general aviation needs, aligned with the Contractor's FBO Manual and operational checklists. This includes:

- Towing, parking guidance, marshalling, and other ramp services for aircraft, including tie-downs and movement on the apron and surrounding areas.

- Tie-down check: Check daily for new aircraft utilizing parking spaces.

- Assist with hangar rentals and cancellations; tie-down rentals and cancellations; tracking airport activity to aide the city in confirming payment and collections of hangars and tie-down issues.

City Obligations: The City will manage tie-down and hangar rentals including lease administration (including 220 tee hangar spaces, 98 privately owned, with additional hangars under construction), collecting monthly fees, and receiving detailed receivables listings from the Contractor. City and contractor to develop enforcement standard operating procedures to delineate process, timelines and responsibilities.

6. Marketing and Business Development

Contractor Obligations: The Contractor shall assist in expanding commercial and private pilot activities through proactive marketing and development, drawing from proven strategies in the proposal. This includes:

- Assisting with marketing plans for bringing new aviation opportunities to LHM, such as targeting aerospace manufacturing, MRO facilities, drone/UAV centers,

advanced manufacturing, aviation education, aviation tech/software, air cargo/logistics, flex industrial/warehousing, and government/defense contractors.

- Promoting community events like holiday uplifts, aviation education initiatives, and targeted outreach to increase military/governmental traffic (e.g., by 30% as at similar airports) through contacts, facility adaptations for training, and event hosting.

- Conducting demand analyses to phase in additional services, such as aircraft chartering, sales, specialized maintenance, and expanded pilot amenities.

- The Contractor to develop the Airport Operations proposed budget and provide to the city by February 1st annually.

City Obligations: The City will coordinate with the Contractor to develop the Airport budget and include in the City budget for City Council adoption. Provide final approval for all marketing plans. With the concurrence of the City, assist the Contractor in developing, negotiating, and coordinating tenant leases for commercial activity, aircraft storage, and land use.

7. Record Keeping and Compliance

Contractor Obligations: The Contractor shall maintain accurate records and ensure compliance with all regulatory requirements. This includes:

- Responsible for all airport regulatory documentation, both digital and hardcopy.

- Responsible for all regulatory on-site and surprise state and county inspections: Fuel dispenser inspection; AST (Aboveground Storage Tanks) 12,850-gallon fuel tank inspection; Refueler inspection; Filter element inspection; Filter membrane test inspection.

- Maintaining electronic and hard copy log of airport activities or incidents that may be noteworthy to the Airport Authority accessible by City staff at all times.

City Obligations: The City will oversee compliance audits related to leases and finances, ensuring integration with overall municipal records, but will not handle daily regulatory documentation or inspections.

8. Key Performance Indicators (KPIs)

The Contractor shall adhere to the following Key Performance Indicators, which shall be measured and reported monthly to the City. The Contractor shall track and report KPI performance monthly as part of its standard reporting obligations under Section 7.

These KPIs support safety, operational excellence, customer service, regulatory compliance, and facility condition. Failure to meet established targets for three (3) consecutive months or any single critical safety KPI may be considered a material breach under the Agreement.

A. **Safety & Compliance**: Zero runway incursions or serious safety incidents attributable to Contractor operations; 100% timely issuance and coordination of NOTAMs; 100% compliance with all FAA, CalTrans, TSA, EPA, and other regulatory inspections and reporting requirements.

B. **Maintenance Response**: Mean Time To Repair (MTTR) for maintenance issues ≤ 4 hours for urgent items and ≤ 24 hours for non-urgent items (excluding City-approved major repairs > $2,500); 95% Preventive Maintenance (PM) completion rate per the schedule in Exhibit 2.

C. **Facility & Grounds Condition**: 98% FOD-free surfaces on runways, taxiways, and ramps (daily checks); weekly weed-free and clean condition of aprons, sidewalks, and public areas; pilots' lounge and restrooms maintained in clean, stocked, and sanitary condition at all times during operating hours.

D. **Fueling & Ramp Services**: 100% availability of fueling services during published hours (0530–1700 or as mutually agreed); average aircraft turnaround time ≤ 20 minutes for standard fueling/ramp requests; zero fuel spills or environmental incidents.

E. **Customer Service & Operations**: Customer satisfaction score ≥ 90% (measured via quarterly surveys or comment cards); timely coordination of special events and charter/VIP operations with no avoidable delays; accurate and complete monthly record-keeping and reporting.

F. **Reporting & Administrative**: Submission of all required monthly reports (inspections, fuel logs and sales, maintenance activities, incidents) by the 5th business day of the following month.

The City and Contractor may mutually agree in writing to revise or add specific measurable targets to these KPIs during the term.

Financial & Revenue Growth KPIs (tied to Marketing and Business Development – Section 6):

A. **Total Fuel Sales Volume**: Achieve year-over-year (YOY) growth in total 100LL and Jet A fuel gallons dispensed of at least **3%** annually (measured quarterly against the same period in the prior year), supported by marketing efforts targeting charter operators, flight schools, transient traffic, and new business development.

B. **Fuel Revenue Contribution**: Contribute to a minimum **4%** annual increase in overall Airport fuel-related revenue (including flowage fees), through proactive business development and pricing coordination with the City.

C. **Aircraft Operations Growth**: Achieve a minimum **3%** year-over-year increase in total aircraft operations (takeoffs and landings) as reported in monthly flight logs, with focused efforts toward growth in commercial, governmental, and military operations.

D. **New Business Development**: Secure or assist in onboarding at least **1 new tenant, commercial operator, or aviation-related business** per year (e.g., aerospace manufacturing support, MRO, drone/UAV, or aviation education entities), as evidenced by signed letters of intent or lease referrals to the City.

E. **Based Aircraft Growth**: Achieve a net increase of at least **2–3%** in based aircraft (by count and/or tiedown/hangar utilization) annually through

marketing and relationship-building with charter companies, flight schools, and corporate users.

F. **Marketing & Event Impact**: Conduct or support a minimum of **6 community or promotional events** per year (e.g., Young Eagles, military appreciation days, school field trips) and track associated incremental fuel sales or operations attributable to these events where reasonably measurable.

The City and Contractor may mutually agree in writing to revise, add, or adjust specific measurable targets to these KPIs during the term based on actual baseline data, Airport performance, market conditions, and infrastructure developments (such as new hangars).

9. Lease Administration

The City and contractor endeaver to explore contracting lease administration in the future which would entail an amendment to the agreement.

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Market: Northern California
Cell Site Number: CVL02485
Cell Site Name: McBean Park
Search Ring Name: CVL02485_SR
Fixed Asset Number: 15549738

OPTION AND TOWER STRUCTURE LICENSE AGREEMENT

THIS OPTION AND TOWER STRUCTURE LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Lincoln, a municipal corporation, having a mailing address of 600 6th St, Lincoln, CA 95648 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

BACKGROUND

Licensor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1,** improved with a tower structure (the "**Tower**"), together with all rights and privileges arising in connection therewith, having a common street address of 61 McBean Park Dr, City of Lincoln, in the County of Placer, State of California 95648 [APN:008-330-001-000,008-330-002-000,008-180-004-000,008-220-009-000] (collectively, the "**Property**"). Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LICENSE.

(a) Licensor hereby grants to Licensee an option (the "**Option**") to license a portion of the Property consisting of:

(i) Approximately four hundred twenty (420) square feet of ground space, as described on attached **Exhibit 1,** for the placement of Licensee's equipment (the "**Ground Space**");

(ii) The portion of the Tower selected by Licensee and dedicated for Licensee's exclusive use, and consisting of an envelope of ten (10) contiguous vertical feet of space within which any portion of Licensee's communication equipment and improvements might be located, operated or maintained (the "**Primary RAD Space**"). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 10-foot vertical envelope and any portion of vertical space on the Tower on which Licensee's communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Licensee may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Licensee's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to Licensor's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(iii) Those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Licensee, such as Licensee's utility providers) are located between the Ground Space or Incremental Ground Space, and the Primary RAD Space or any Additional RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Licensor agrees that Licensee shall have the right to install connections between Licensee's equipment in the Ground Space and Primary RAD Space; and between Licensee's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Licensor further agrees that Licensee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-

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way to the Premises. The Ground Space, Primary RAD Space, and Connection Space, are hereinafter collectively referred to as the **"Premises."**

(b) During the Option period and any extension thereof, and during the term of this Agreement, Licensee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Licensee, are necessary in Licensee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee will not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. Licensee will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty or other causes beyond Licensee's control excepted.

(c) In consideration of Licensor granting Licensee the Option, Licensee agrees to pay Licensor the sum of One Thousand and No/100 Dollars ($1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Licensee for an additional one (1) year upon written notification to Licensor and the payment of an additional One Thousand and No/100 Dollars ($1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Licensee without the written consent of Licensor. Upon notification to Licensor of such sale, assignment or transfer, Licensee shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Licensee may exercise the Option by notifying Licensor in writing. If Licensee exercises the Option, then Licensor licenses the Premises to the Licensee subject to the terms and conditions of this Agreement. If Licensee does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Licensor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Licensor's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Licensor shall immediately notify Licensee in writing. Licensor agrees that during the Option Term, or during the Term if the Option is exercised, Licensor shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Licensee from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. <u>PERMITTED USE.</u>

(a) Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**" or "**Communication Facilities**"), as well as the right to test, survey and review title on the Property; Licensee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the

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"**Permitted Use**"). Licensor and Licensee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Licensee's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Licensor grants Licensee, its licensees and sublicensees, the right to use such portions of the Licensor's Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Licensee's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Licensee's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Licensee's expense. Licensee may install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term, with approval by Licensor, which such approval shall not be unreasonably withheld, delayed or conditioned. Licensee may also be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Licensor agrees that Licensee may use and occupy additional space on the Tower at any additional RAD center(s) (each, an "**Additional RAD**," and the additional space that Licensee uses or occupies, the "**Additional RAD Space**") upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Licensee's confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Tower on which the incremental equipment is located, operated, or maintained.

3. TERM.

(a) The initial license term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**." Notwithstanding anything to the contrary contained in this Agreement, neither the licenses granted to Licensee in this Agreement nor this Agreement are revocable at will, and may only be terminated in accordance with the terms specified in this Agreement.

4. RENT.

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(a) Commencing on the first day of the month following the date that Licensee commences construction (the "**Rent Commencement Date**"), Licensee will pay Licensor on or before the fifth (5th) day of each calendar month in advance, Three Thousand and No/100 Dollars ($3,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Licensee to Licensor within ninety (90) days after the Rent Commencement Date.

(b) In the event that Licensee uses or occupies an Additional RAD, Rent shall be increased by Two Hundred Fifty and No/100 Dollars ($250.00) per month per each Additional RAD (the "**Additional RAD Rent**"). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Three Percent (3%) over the Rent paid during the previous year.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all Government Approvals. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

(b) Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods.

(b) by Licensee upon written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Licensee, upon written notice to Licensor, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Licensee upon written notice to Licensor for any reason or no reason, at any time prior to commencement of construction by Licensee; or

(e) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensee under any termination provision contained in any other section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

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7. INSURANCE. Licensee shall carry and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the leased premises. The cost of such insurance shall be borne by the Licensee.

(a) **SCOPE AND LIMIT OF INSURANCE**. Coverage shall be as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits of $2,000,000 per occurrence and $4,000,000 general aggregate.

(ii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of $1,000,000 per accident for bodily injury or disease and policy limit. (This applies to lessees with employees).

(iii) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Licensee self-insures this risk.

(b) **OTHER INSURANCE PROVISIONS**. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The Licensor, its officers, officials and employees are to be included as additional insureds by endorsement on the CGL policy with respect to liability caused, in whole or in part, by work or operations performed by or on behalf of the Licensee in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(ii) Primary Coverage. For any claims related to this contract, the Licensee's insurance CGL coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 as respects the Licensor, its officers, officials and employees. Any insurance or self-insurance maintained by the Licensor, its officers, officials and employees shall be excess of the Licensee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies if required to meet the required limits.

(iii) Umbrella or Excess Policy. The Licensee may use any combination of Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, primary and non-contributory, additional insured and defense requirements.

(iv) Notice of Cancellation. Licensee will provide a least thirty (30) days written notice to Licensor of cancellation of any required coverage that is not replaced.

(v) Waiver of Subrogation. To the extent permitted by law, Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to carry any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer, except for Licensee's self-insured property coverage where Licensee shall include Licensor as joint loss payee in lieu of waiver of subrogation and such status as joint loss payee shall void the requirement for waiver of subrogation for Licensee's self-insured property coverage.

(vi) Self-Insured Retentions. Any and all SIRs shall be the sole responsibility of Licensee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

(vii) Acceptability of Insurers. Insurance is to be placed with insurers eligible to conduct business in the state with a current A.M. Best's rating of no less than A-:VII.

(viii) Verification of Coverage. Licensee shall furnish the Licensor with certificates of insurance and amendatory endorsements of coverage required by this clause. However, failure to carry the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them.

(ix) Special Risks or Circumstances. Licensor reserves the right, but not more frequent than once every five (5) years and upon at least sixty (60) days written notice to Licensee, to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances,

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of comparable buildings in the vicinity of the building are generally requiring Licensees leasing space comparable in size to the Licensed Premises and in such comparable buildings to maintain higher levels of coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Licensor has provided or will provide Licensee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Licensee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Licensor will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Licensor will not, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned cure period, Licensor shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, invitees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees, invitees, agents or independent contractors, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Licensee and Licensor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

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(b) Licensor represents, warrants and agrees that: (i) Licensor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Licensor; (iv) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Licensor will provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Licensor represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Licensor and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Licensor during the Term. Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Licensee.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

12. ACCESS. At all times throughout the Term of this Agreement, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Licensor grants to Licensee such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access. Licensor shall execute a letter granting

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Licensee Access to the Property substantially in the form attached as **Exhibit 12**; upon Licensee's request, Licensor shall execute additional letters during the Term. If Licensee elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Licensee under this Agreement or at law or equity, Licensor shall pay Licensee, as liquidated damages and not as a penalty, $500.00 per day in consideration of Licensee's damages until Licensor cures such default. Licensor and Licensee agree that Licensee's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during or after the Term. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during or after the Term. Licensee will repair any damage to the Property resulting from Licensee's removal activities. Any portions of the Communication Facility that Licensee does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Licensee's operations at the Premises shall be deemed abandoned and owned by Licensor. Licensee will also be responsible for the replacement of any trees, shrubs or other vegetation substantially damaged as a result of Licensee's removal activities.

14. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Licensor will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Licensor will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Licensee as a condition of this Agreement or any required permit. Licensor shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Licensor allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Licensor shall at all times during the Term of this Agreement reserve and have ready for Licensee's immediate use sufficient structural loading capacity on the Tower to support Licensee's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90º) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Licensor shall be responsible for the costs of all structural modifications to the Tower; provided that Licensee shall be responsible for the costs of all structural modifications to the Tower required to provide the Allowed Wind Load Surface Area for the Communication Facility, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Licensee will pay Licensor for the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications

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to comply with the Structural Standards, Licensee may, in its sole discretion, pay Licensor either (i) the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement. In no event shall Licensee be responsible for Tower modification costs to support the installations of other licensees or for the Tower to comply with applicable law so long as Licensee's installation is within the Allowed Wind Load Surface Area.

(c) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to sub-meter from Licensor. When sub-metering is required under this Agreement, Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensee shall reimburse Licensor for such utility usage at the same rate charged to Licensor by the utility service provider. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to such address and/or agent designated by Licensee. Licensee will remit payment within sixty (60) days of receipt of the usage data and required forms. Licensor shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Licensee's reimbursement obligations hereunder. Within fifteen (15) days after a request from Licensee, Licensor shall provide copies of such utility billing records to the Licensee in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Licensee, Licensee shall have the right to deduct the amount of such overpayment from any monies due to Licensor from Licensee.

(d) As noted in Section 4(d) above, any utility fee recovery by Licensor is limited to a twelve (12) month period. If Licensee sub-meters electricity from Licensor, Licensor agrees to give Licensee at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor.

(e) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor shall grant to any service company providing utility or similar services, including electric power and telecommunications, the necessary access rights over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon service company's request, Licensor will execute a separate recordable easement evidencing this grant, at no cost to Licensee or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, then Licensor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Licensor's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist

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if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Licensee will have the right to assign, sell or transfer ("**Transfer**") its interest under this Agreement, in whole or in part, without Licensor's consent, only to: (i) an Affiliate of Licensee, or (ii) any entity that acquires all or substantially all of Licensee's assets in the market, as defined by the Federal Communications Commission, in which the Property is located. Upon notification to Licensor of such Transfer, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such Transfer. Licensee will also have the right to sublease or license the Premises, in whole or in part, without Licensor's consent, **only** to an Affiliate of Licensee. Licensee shall not otherwise have the right to Transfer this Agreement, or sublease or license the Premises, without Licensor's prior written consent.

(b) Upon Licensor's approval of Licensee's request to sublease or license any portion of Licensee's Premises to a third party (other than to an Affiliate of Licensee) (each such non-Affiliate third party, a "**Subsequent User**"), then Licensee shall include a condition in its sublicense, license or other use agreement with each Subsequent User, that the Subsequent User must enter into a separate lease, license or other agreement with Licensor for separate ground space on the Property and/or Tower space. Licensor and Licensee confirm that the foregoing obligation shall not apply to any sublicense, license or other use agreement between Licensee and any Affiliate of Licensee. For the avoidance of doubt, Licensor shall be entitled to all rent or fees derived from Licensor's separate leasing or licensing of ground space and Tower space to a Subsequent User, and Licensee shall be entitled to all rent or fees derived from Licensee's subleasing or licensing its space within its Premises. Licensor covenants and agrees that it shall make such additional ground and/or Tower space available to each Subsequent User to the extent that space is reasonably available and otherwise on terms and conditions reasonably comparable to those contained in this Agreement. Licensor and Licensee agree to cooperate with each other in good faith to effectively and efficiently carry out the provisions of this section regarding the potential for sublicensing or licensing of space to Subsequent Users. Any sublicense or license that is entered into by Licensee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Licensee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CVL02485; Cell Site Name: McBean Park (**CA**)
Fixed Asset #: 15549738
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CVL02485; Cell Site Name: McBean Park (**CA**)
Fixed Asset #: 15549738
208 S. Akard Street
Dallas, TX 75202-4206

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If to Licensor: City of Lincoln
Parks and Recreation Dept.
600 6th St.
Lincoln, CA 95648

With a copy to: City of Lincoln
City Attorney's Office
600 6th St.
Lincoln, CA 95648

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Licensee will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Licensor will provide notice to Licensee of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Licensor determines not to rebuild or restore the Property, Licensor will notify Licensee of such determination within sixty (60) days after the casualty or other harm. If Licensor does not so notify Licensee and Licensee decides not to terminate under this Section 19, then Licensor will promptly rebuild or restore any portion of the Property interfering with or required for Licensee's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Licensor agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Licensee places temporary transmission and reception facilities on the Property.

20. WAIVER OF LICENSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent.

21. TAXES.

(a) Licensor shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Licensor including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp,

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gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Licensor. Licensee shall be responsible for (y) any taxes and assessments attributable to and levied upon Licensee's leasehold improvements on the Premises if and as set forth in this Section 21, and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Licensee. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor.

(b) In the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's leasehold improvements on the Premises, Licensor shall provide Licensee with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Licensor does not provide such notice or notices to Licensee in a timely manner and Licensee's rights with respect to such taxes are prejudiced by the delay, Licensor shall reimburse Licensee for any increased costs directly resulting from the delay and Licensor shall be responsible for payment of the tax or assessment set forth in the notice, and Licensor shall not have the right to reimbursement of such amount from Licensee. If Licensor provides a notice of assessment to Licensee within such time period and requests reimbursement from Licensee as set forth below, then Licensee shall reimburse Licensor for the tax or assessments identified on the notice of assessment on Licensee's leasehold improvements, which has been paid by Licensor. If Licensor seeks reimbursement from Licensee, Licensor shall, no later than thirty (30) days after Licensor's payment of the taxes or assessments for the assessed tax year, provide Licensee with written notice including evidence that Licensor has timely paid same, and Licensor shall provide to Licensee any other documentation reasonably requested by Licensee to allow Licensee to evaluate the payment and to reimburse Licensor.

(c) For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensor, Licensee, or both, with respect to the valuation of the Premises. Licensor shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee. In the event Licensee notifies Licensor by the due date for assessment of Licensee's intent to contest the assessment, Licensor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Licensee shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Licensor.

(e) Licensee shall have the right but not the obligation to pay any taxes due by Licensor hereunder if Licensor fails to timely do so, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises its rights under this Section 21(e) due to such Licensor default, Licensee shall have the right to deduct such tax amounts paid from any monies due to Licensor from Licensee as provided in Section 15(b) of this Agreement, provided that Licensee may exercise such right without having provided to Licensor notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17. Promptly after the Effective Date, Licensor shall provide Licensee's address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee. In the event that Licensee's tax address changes by notice to Licensor, Licensor shall be required to provide Licensee's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Licensee shall have no obligation to reimburse any tax or assessment for which the Licensor is reimbursed or rebated by a third party.

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22. SALE OF PROPERTY.

(a) Licensor may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Licensor's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Licensee or any sublicensee, any obligation of Licensor under this Agreement, including Licensor's obligation to cooperate with Licensee as provided hereunder.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this Section 22(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9 and CA FTB Form 590
vi. Completed and Signed Licensee Payment Direction Form
vii. Full contact information for new Licensor including phone number(s)

(c) Licensor agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Licensee's Permitted Use or communications equipment as determined by radio propagation tests performed by Licensee in its sole discretion. Licensor or Licensor's prospective purchaser shall reimburse Licensee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee, Licensor shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Intentionally deleted.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of License.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of License substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of License at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

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(d) **Compliance with Law**. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's use of the Communication Facility on the Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/FTB 590.** As a condition precedent to payment, Licensor agrees to provide Licensee with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address. A copy of the IRS Form W-9 and CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys'

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fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Licensor, Licensee and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Licensor and/or Licensee, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"**LICENSOR**"

City of Lincoln, a municipal corporation

DocuSigned by:

By: Sean Scully
9EA1058A3D60483...

Print Name: Sean Scully

Its: City Manager

Date: 9/9/2024

"**LICENSEE**"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

Signed by:

By: Vani Muller
2FA953AD04E54DB...

Print Name: Vani Muller

Its: Area Manager

Date: 9/10/2024

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

to the Option and Tower Structure License Agreement dated 9/10/2024, 2024, by and between City of Lincoln, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

Licensor's Property of which the Premises are a part is described as follows:

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes, fifteen feet in width, the centerline of which is described as follows: Beginning at a point which bears North 89°31'41" East 7.50 feet from the Northeast corner of the above described lease area; thence from said point of beginning South 00°28'19" East 64.83 feet; thence South 74°21'59" East 66.45 feet; thence South 271.59 feet; thence South 48°36'15" West 96.79 feet; thence West 551.2 feet more or less to the public right of way commonly known as "D" Street.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at Point "A" as previously defined and running thence South 12°31'05" West 45.0 feet more or less to the existing transformer.

Also together with a non-exclusive easement for access and utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 00°28'19" East 3.90 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 17°17'39" West 8.83 feet; thence West 177.63 feet; thence North 11.1 feet more or less to the proposed stadium light pole/tower location; thence up, over and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.

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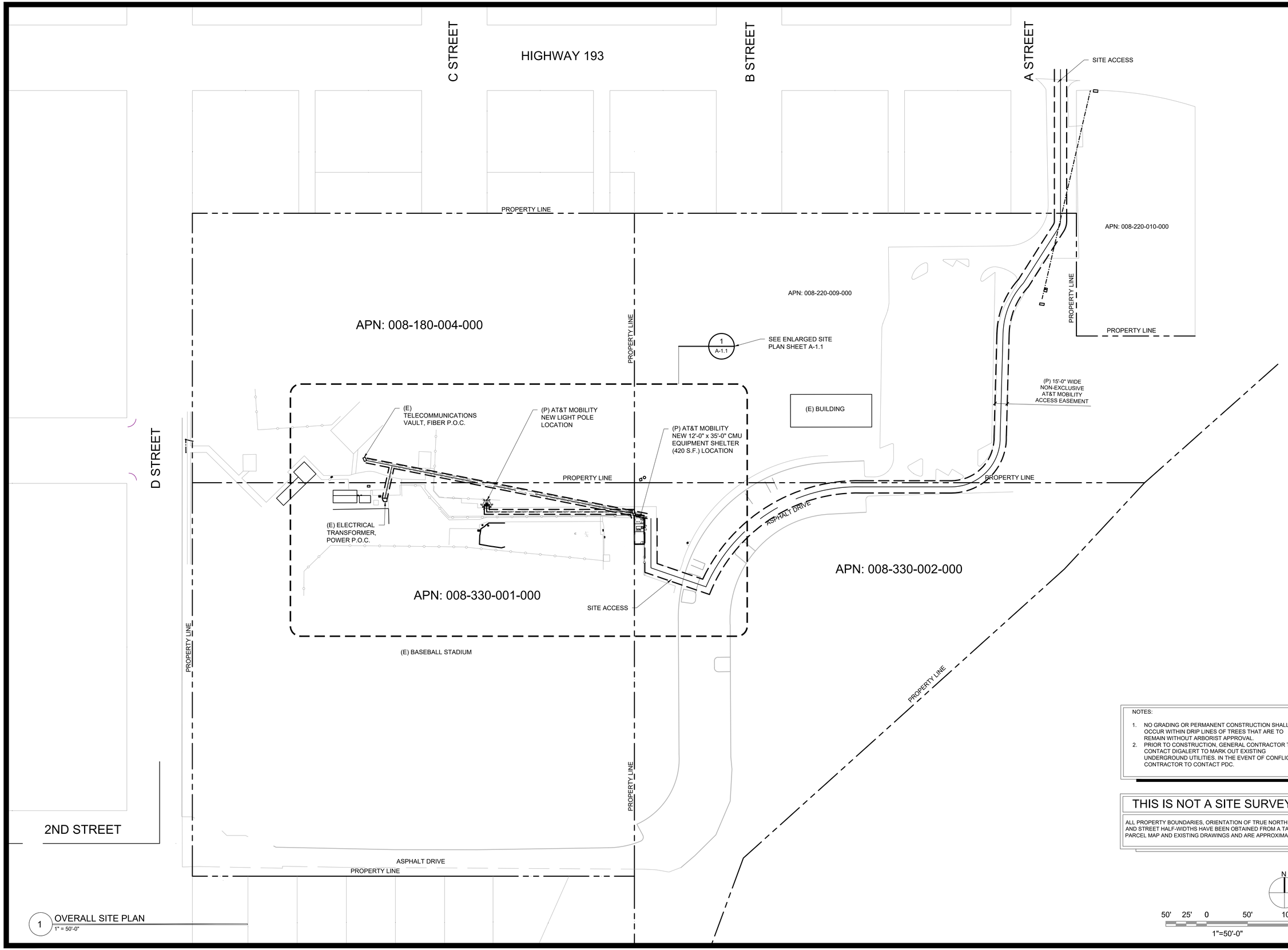
The Premises are described and/or depicted as follows:

AT&T Site Plans Dated September 3,2024, Prepared by Norman Scheel Structural Engineer, and Consisting of Four (4) Pages, Appears on Following Pages]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY .
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

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1 OVERALL SITE PLAN
1" = 50'-0"

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648
FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	**CVL02485**
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

THIS IS NOT A SITE SURVEY

ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND EXISTING DRAWINGS AND ARE APPROXIMATE.

Designer / Engineer:

Norman Scheel Structural Engineer

1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer

5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

OVERALL SITE PLAN

Sheet Number:

A-1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

NOTES:

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APN: 008-180-004-000

PROPERTY LINE

(E) BUILDING

(E) TELECOMMUNICATIONS VAULT, FIBER P.O.C.

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

SECTOR A AZIMUTH 0°

(E) BUILDING

(E) BUILDING

(E) BUILDING

(P) AT&T MOBILITY NEW LIGHT POLE LOCATION

PROPERTY LINE

PROPERTY LINE

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

1 A-2 SEE ENLARGED EQUIPMENT PLAN SHEET A-2

(P) AT&T MOBILITY NEW 12'-0" x 35'-0" CMU EQUIPMENT SHELTER (420 S.F.) LOCATION

(E) ELECTRICAL TRANSFORMER, POWER P.O.C.

1 A-3 SEE ENLARGED ANTENNA PLAN SHEET A-3

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

(P) 15'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY ACCESS EASEMENT

SECTOR B AZIMUTH 240°

SECTOR C AZIMUTH 120°

ASPHALT

SITE ACCESS

ASPHALT DRIVE

APN: 008-330-001-000

APN: 008-330-002-000

(E) BASEBALL STADIUM

PROPERTY LINE

20' 10' 0 20' 40'

1"=20'-0"

N

1 ENLARGED SITE PLAN
1" = 20'-0"

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648

FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	CVL02485
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

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Designer / Engineer:

Norman Scheel Structural Engineer

1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer

5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

ENLARGED SITE PLAN

Sheet Number:

A-1.1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

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BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

Geil Engineering
Engineering * Surveying * Planning
1226 High Street
Auburn, California 95603–5015
Phone: (530) 885–0426 * Fax: (530) 823–1309

A.T. & T. Mobility

Project Name: CVL02485 / McBean Park

Project Site Location: D Street
Lincoln, CA 95648
Placer County

Date of Observation: 08–21–24

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

Type of Antenna Mount: Stadium Pole Replacement

Coordinates (Tower) (NAD83)
Latitude: N 38° 53' 20.44" N 38.889011°
Longitude: W 121° 17' 15.40" W 121.287611°

ELEVATION of Ground at Structure (NAVD88) 169.5' AMSL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1–A Standards as defined in the FAA ASAC Information Sheet 91:003, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil California RCE 14803

DATE OF SURVEY: 08–21–24

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, RCE 14803

LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM. ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.

N.G.V.D. 1929 CORRECTION: SUBTRACT 2.35' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: 1'

ASSESSOR'S PARCEL NUMBER: 008–330–001–000 &
008–330–002–000 &
008–330–004–000

LANDLORD(S): CITY OF LINCOLN
600 6TH STREET
LINCOLN, CA 95648

Lease Area Description

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

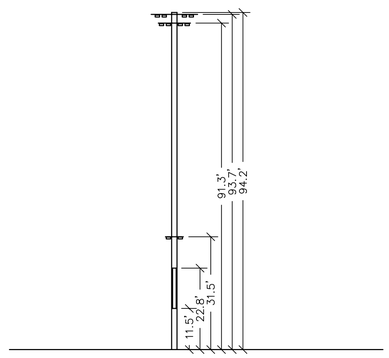
Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

Together with a non–exclusive easement for access and utility purposes, fifteen feet in width, the centerline of which is described as follows: Beginning at a point which bears North 89°31'41" East 7.50 feet from the Northeast corner of the above described lease area; thence from said point of beginning South 00°28'19" East 64.83 feet; thence South 74°21'59" East 66.45 feet; thence South 271.59 feet; thence South 48°36'15" West 96.79 feet; thence West 551.2 feet more or less to the public right of way commonly known as "D" Street.

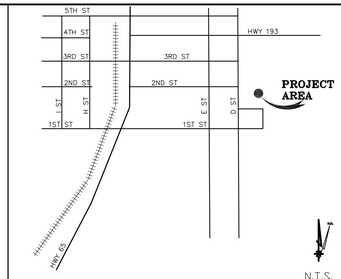
Also together with a non–exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

Also together with a non–exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at Point "A" as previously defined and running thence South 12°31'05" West 45.0 feet more or less to the existing transformer.

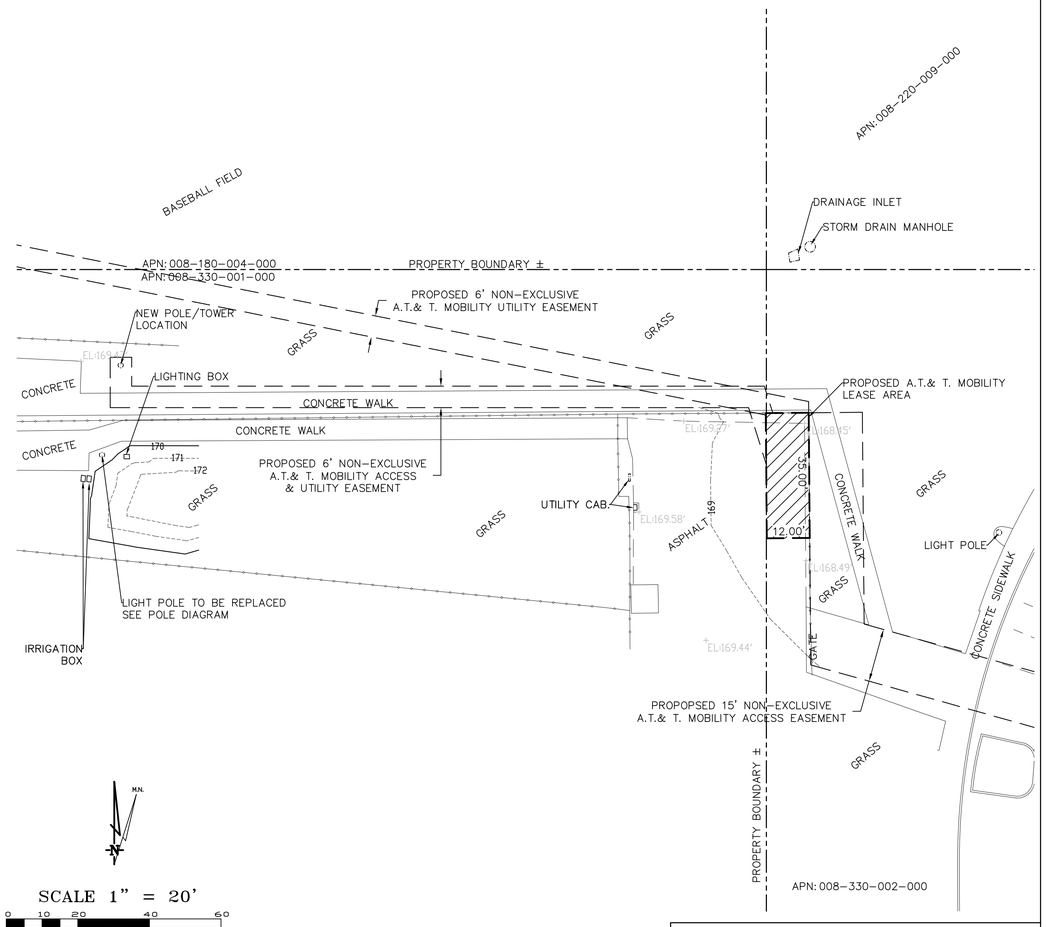
Also together with a non–exclusive easement for access and utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 00°28'19" East 3.90 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 17°17'39" West 8.83 feet; thence West 177.63 feet; thence North 11.1 feet more or less to the proposed stadium light pole/tower location; thence up, over and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.



POLE DIAGRAM



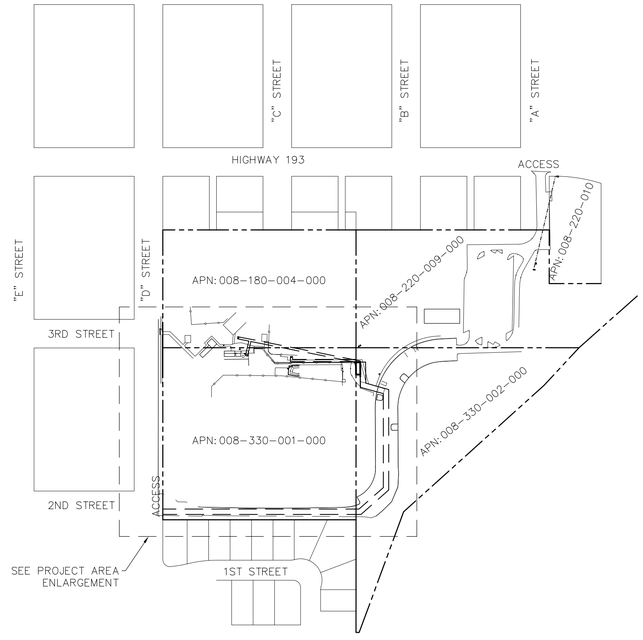
LINCOLN, CA VICINITY MAP



SCALE 1" = 20'

0 10 20 40 60

LEASE AREA ENLARGEMENT



SCALE 1" = 200'

OVERALL PROJECT AREA

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\VN		
OPS		
FE\OUT		

Surveyor
GEIL ENGINEERING
ENGINEERING * SURVEYING * PLANNING
1226 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885–0426
Fax: (530) 823–1309

at&t MOBILITY

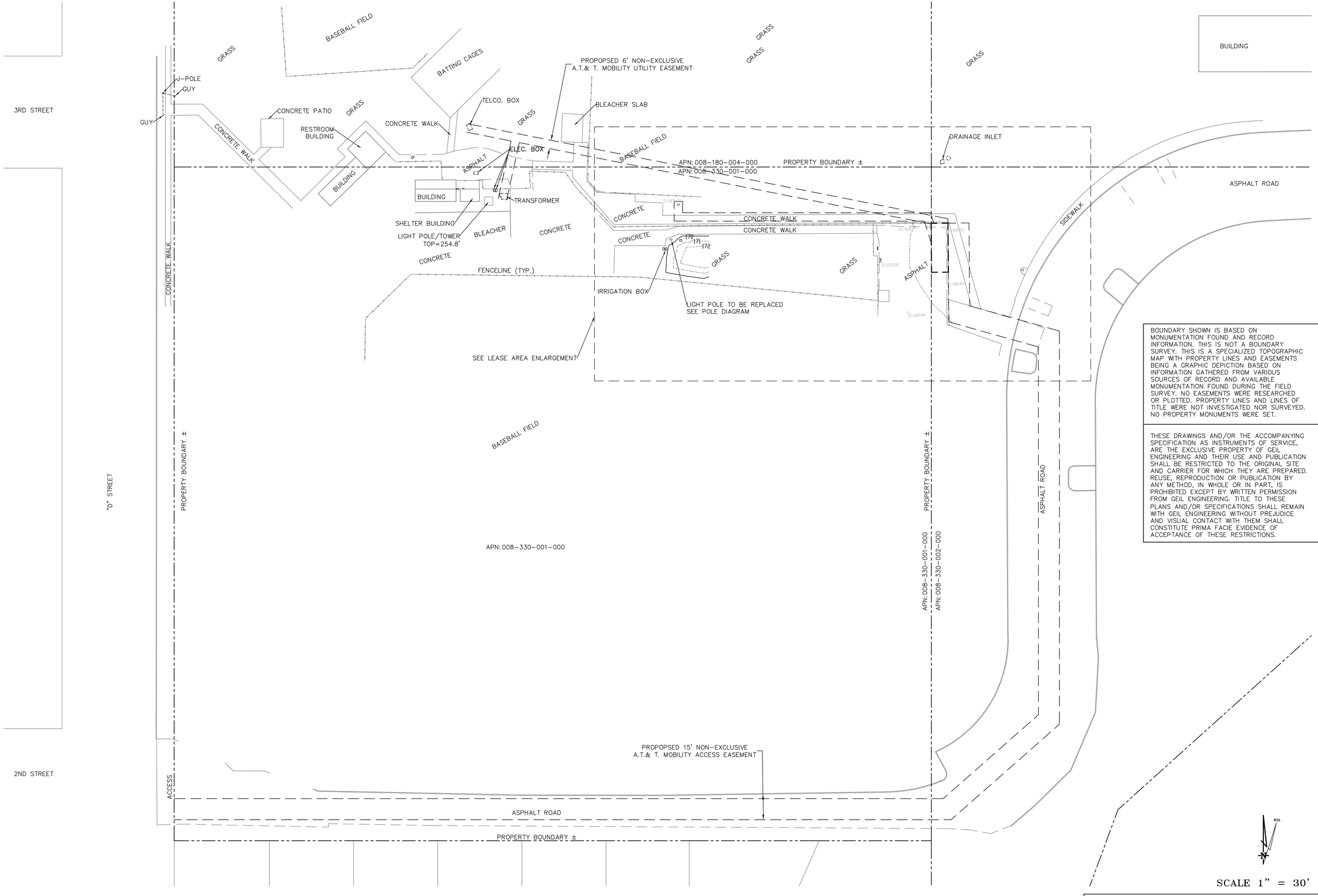
CVL02485
McBEAN PARK
D STREET
LINCOLN, CA 95648

PLOT PLAN AND
SITE TOPOGRAPHY

REVISIONS			
REV	08–22–24 N. ROHDE	DRAWING SUBMITTAL	
REV	08–26–24 N. ROHDE	LEASE AREA ADDED	
REV			
REV			
REV			
REV			

Sheet
C–1

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SCALE 1" = 30'

PROJECT AREA ENLARGEMENT

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\IN		
OPS		
FE\OUT		

Surveyor
GEIL ENGINEERING
ENGINEERING • SURVEYING • PLANNING
1228 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885-0426
Fax: (530) 823-1309

at&t MOBILITY

CVL02485
McBEAN PARK
D STREET
LINCOLN, CA 95648

PLOT PLAN AND
SITE TOPOGRAPHY

Sheet
C-2

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Licensor represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

None.

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EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

{This Letter Goes On Licensor's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Licensor, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a license with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the license grant [ ] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the licensed area.

To avoid impact on telephone service during the day, [ ] representatives may be seeking access to the property outside of normal business hours. [ ] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to licensed area. Thank you for your assistance.

_____
Licensor Signature

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 24(b)

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

Recording Requested By
& When Recorded Return To:

New Cingular Wireless PCS, LLC
Attn: –Network Real Estate Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

APN's: 008-330-001-000,008-330-002-000, 008-180-004-000,008-220-009-000

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CVL02485
Search Ring Name: CVL02485_SR
Cell Site Name: McBean Park
Fixed Asset No.: 15549738
State: California
County: Placer

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2024, by and between City of Lincoln, a municipal corporation, having its principal office at 600 6th St, Lincoln, CA 95648 (hereinafter called "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

1. Licensor and Licensee entered into a certain Option and Tower Structure License Agreement ("**Agreement**") on the ___ day of_____, 2024, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial license term will be five (5) years commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being licensed to Licensee and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

LICENSOR:

City of Lincoln, a municipal corporation

By: _____

Name: _____

Its: City Manager

Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT TWO PAGES]

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LICENSOR ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

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LICENSEE ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

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EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of License dated _____, 2024, by and between City of Lincoln, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

Licensor's Property of which the Premises are a part is described as follows:

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes, fifteen feet in width, the centerline of which is described as follows: Beginning at a point which bears North 89°31'41" East 7.50 feet from the Northeast corner of the above described lease area; thence from said point of beginning South 00°28'19" East 64.83 feet; thence South 74°21'59" East 66.45 feet; thence South 271.59 feet; thence South 48°36'15" West 96.79 feet; thence West 551.2 feet more or less to the public right of way commonly known as "D" Street.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at Point "A" as previously defined and running thence South 12°31'05" West 45.0 feet more or less to the existing transformer.

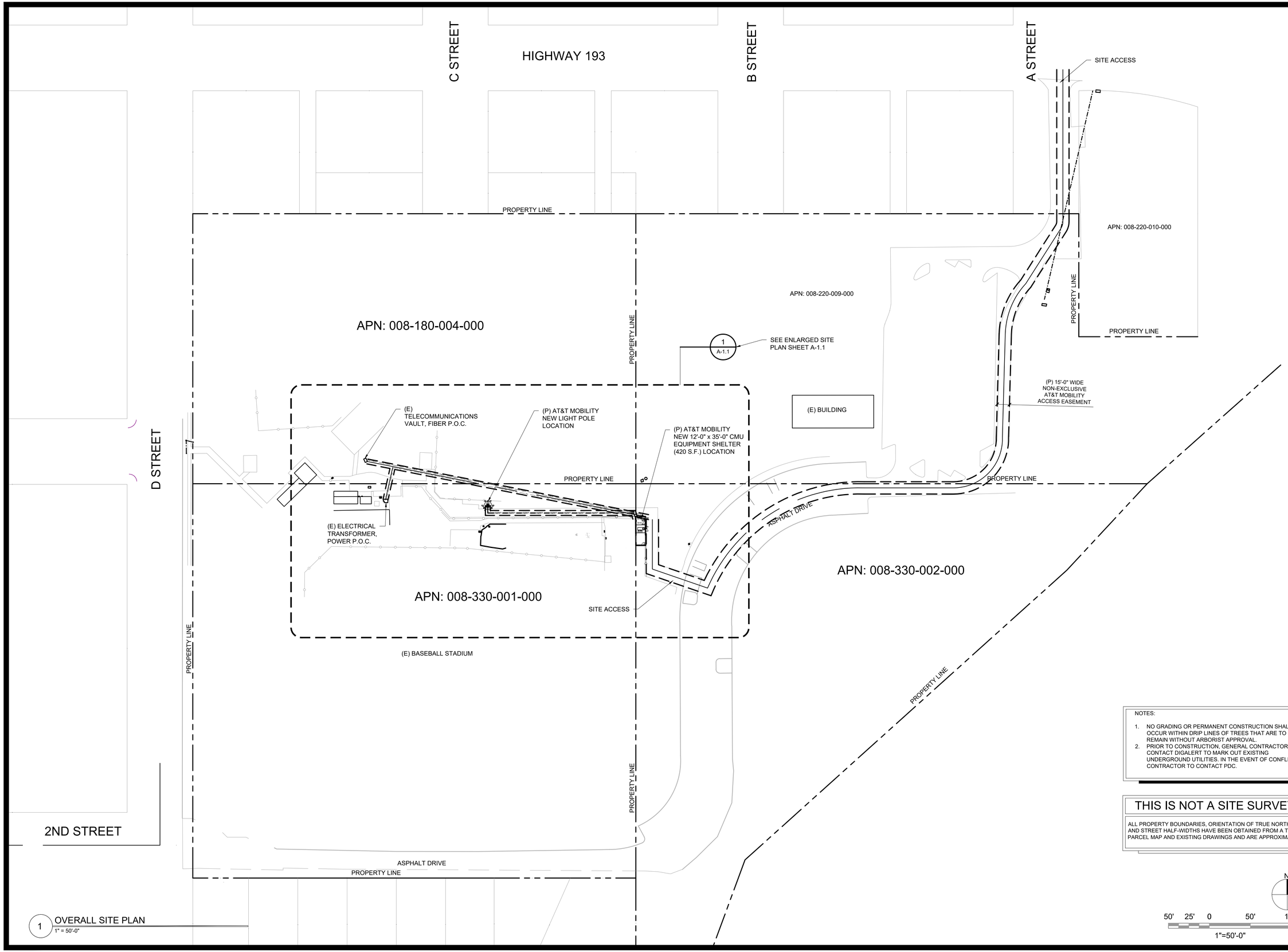
Also together with a non-exclusive easement for access and utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 00°28'19" East 3.90 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 17°17'39" West 8.83 feet; thence West 177.63 feet; thence North 11.1 feet more or less to the proposed stadium light pole/tower location; thence up, over and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.

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The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Placer County Appears on Following Page]

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NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

THIS IS NOT A SITE SURVEY

ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND EXISTING DRAWINGS AND ARE APPROXIMATE.

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648
FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	**CVL02485**
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

Designer / Engineer:

Norman Scheel Structural Engineer
1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer
5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

OVERALL SITE PLAN

Sheet Number:

A-1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 24(k)

IRS FORM W-9 & CA FTB FORM 590

[IRS FORM W-9 (REVISED OCTOBER 2018) & 2022 CA FTB FORM 590
APPEAR ON FOLLOWING TWO (2) PAGES]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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TAXABLE YEAR

CALIFORNIA FORM

2022 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.) | State | ZIP code

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ▶ _____ Date _____

7061223 Form 590 2021