

# **Attachment D**

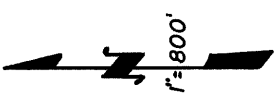
## **DA Exhibits**

### **Exhibit A**

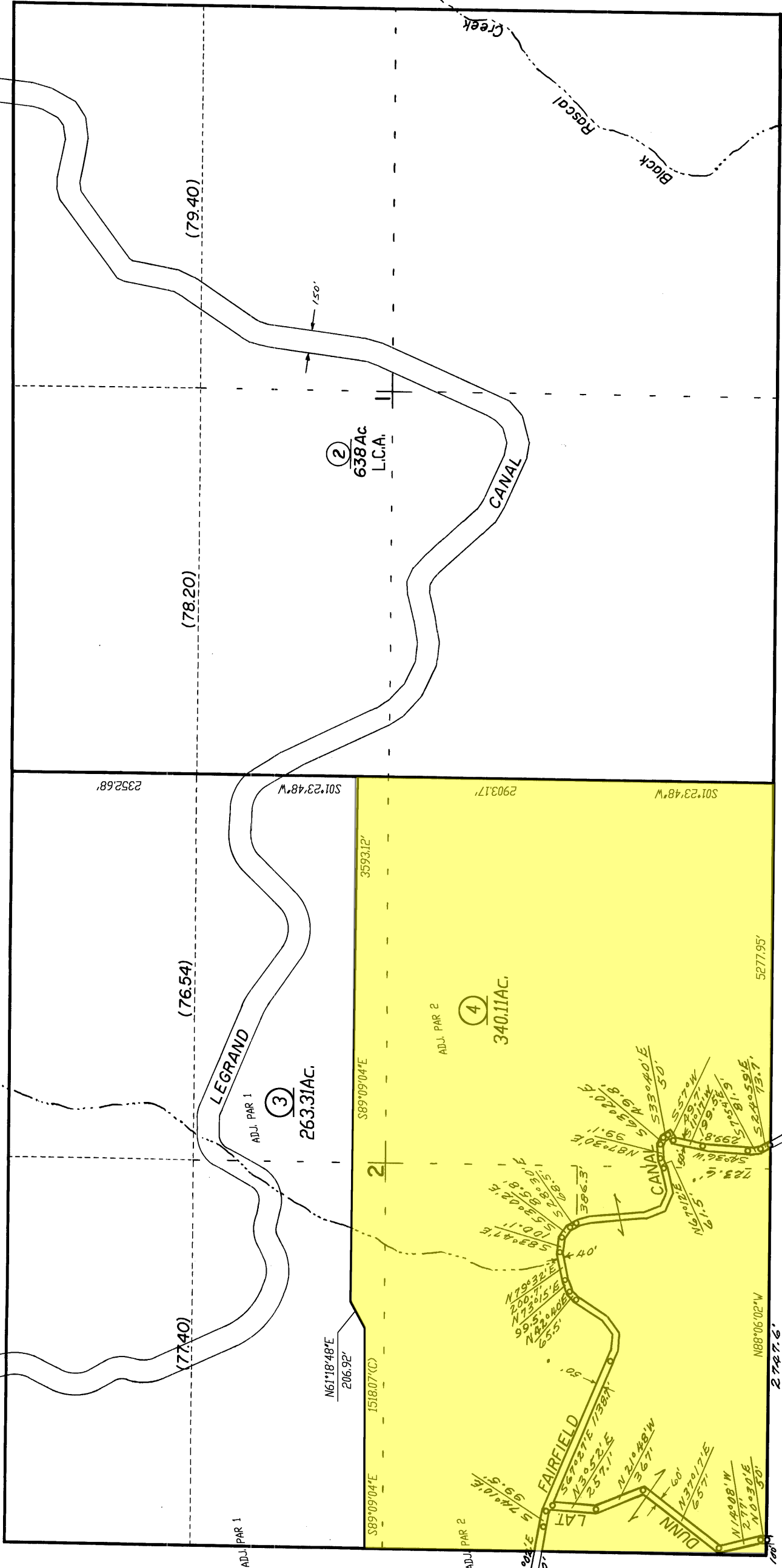
Property



-NOTE -  
This map is for Assessment purposes only.  
It is not to be construed as portraying  
legal ownership or divisions of land for  
purposes of zoning or subdivision law.



170  
22



02

06





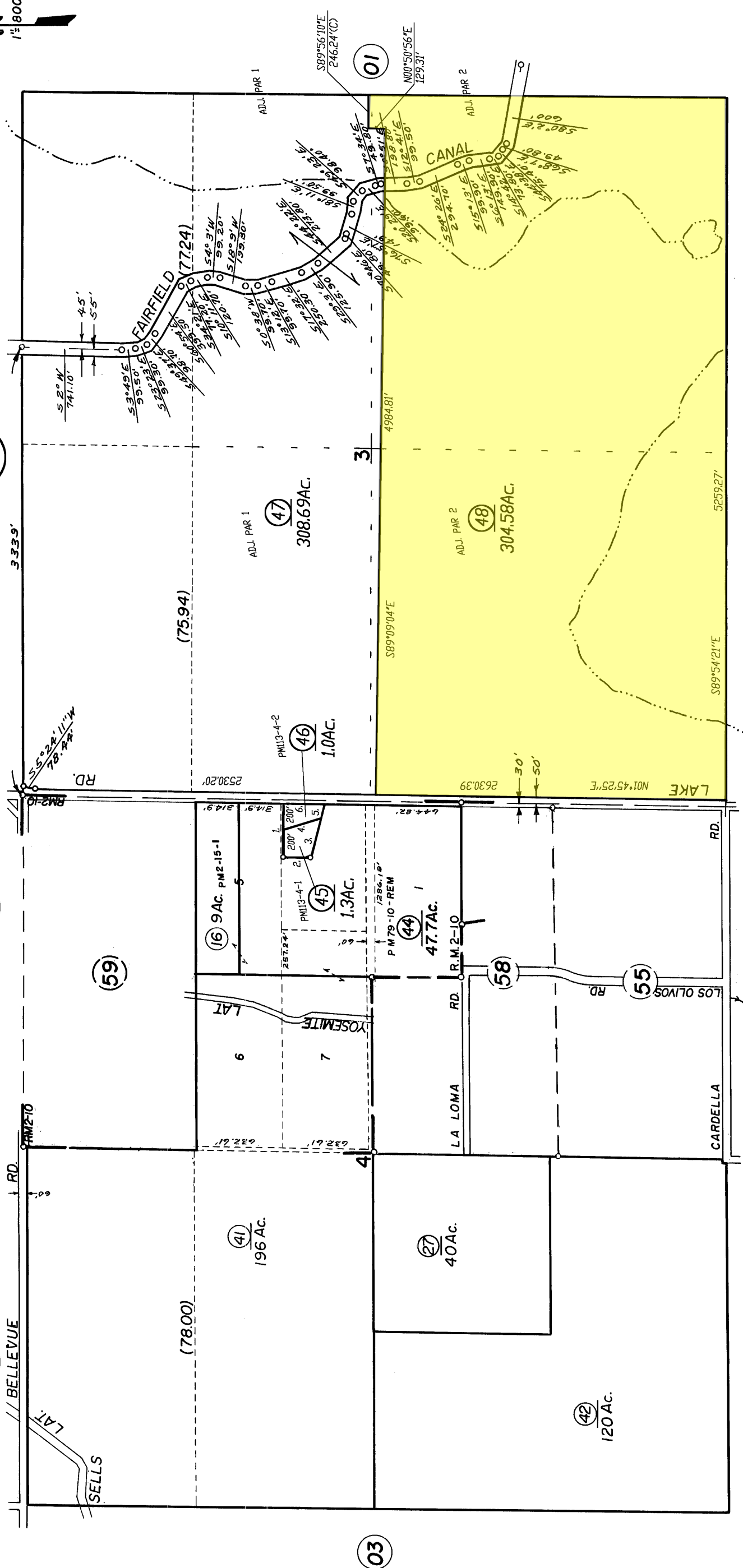
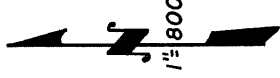
—NOTE—  
This map is for Assessment purposes only.  
It is not to be construed as portraying  
legal ownership or divisions of land for  
purposes of zoning or subdivision law.

- 1. N88°50'23"W 400'
- 2. N01°45'05"E 200'
- 3. S74°46'12"E 299.85'
- 4. S16°51'48"E 286.96'
- 5. S74°46'12"E 111.43'
- 6. N01°45'25"E 299.99'

170  
21

170  
18

170  
22



56

Addition to Yosemite Colony R.M. Bk.2, Pg.10 .

05

Assessor's Map Bk.60-Pg.02  
County of Merced, Calif.  
1959

NOTE—Assessor's Block Numbers shown in Ellipses  
Assessor's Parcel Numbers shown in Circles

REVISED 5-65  
8-67  
12-68  
7/73  
1/74  
8/81  
10-18-13  
12-31-16



## **Exhibit B**

### **PROPERTY DESCRIPTION**

That portion of Sections 2 and 3, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, in the County of Merced, State of California, described as follows:

Beginning at a point on the South line of said Section 3 which lies S. 89 deg. 54' 21" E. 50.02 feet from the Southwest corner of said Section 3, said point being at the Southeast corner of that parcel granted to Merced County by Deed recorded in Volume 2288 of Official Records of Merced County, at Page 783; thence N. 01 deg. 45' 25" E. 2620.39 feet, along the East line of said parcel granted to Merced County, being parallel with the West line of said Section 3; thence S. 89 deg. 09' 04" E. 4984.81 feet; thence N. 00 deg. 50' 56" E. 129.31 feet; thence S. 89 deg. 56' 10" E. 1764.31 feet; thence N. 61 deg. 18' 48" E. 206.92 feet; thence S. 89 deg. 09' 04" E. 3593.12 feet to the East line of said Section 2; thence S. 01 deg. 23' 48" W. 2903.17 feet, along said East line, to the Southeast corner of said Section 2; thence N. 88 deg. 06' 02" W. 5277.95 feet, along the South line of said Section 2 to the Southwest corner of said Section 2; thence N. 89 deg. 54' 21" W. 5259.27 feet, along the South line of said Section 3, to the point of beginning.

Also being shown as "Adjusted Parcel 2" by Certificate of Compliance No. 16009 for Property Line Adjustment No. 16014 recorded October 19, 2016 as Series No. 2016035817 of Official Records, Merced County.

Assessor's Parcel No.: 060-010-004-000; 060-020-048-000

## **Exhibit C**

City Public Facility Financing Plan Fee

Applicable to Project



			City Impact Fees					
Land Use Type	Unit			Fire	Police	Public Works	IT	Total
<b>Residential</b>								
R-1 Low (12,500)	Dwelling Unit			\$ 1,658	\$ 1,263	\$ 190	\$ 147	\$ 3,258
R-1 Low-Medium (7000)	Dwelling Unit			\$ 1,658	\$ 1,263	\$ 190	\$ 147	\$ 3,258
R-1 Medium	Dwelling Unit			\$ 1,658	\$ 1,263	\$ 190	\$ 147	\$ 3,258
R-1 Medium Cluster	Dwelling Unit			\$ 1,658	\$ 1,263	\$ 190	\$ 147	\$ 3,258
R-2 (Cluster)	Dwelling Unit			\$ 1,658	\$ 1,263	\$ 190	\$ 147	\$ 3,258
R-3 Medium High	Dwelling Unit			\$ 1,316	\$ 1,003	\$ 151	\$ 117	\$ 2,587
R-4 High	Dwelling Unit			\$ 1,316	\$ 1,003	\$ 151	\$ 117	\$ 2,587
Town Center Mixed Use	Dwelling Unit			\$ 1,316	\$ 1,003	\$ 151	\$ 117	\$ 2,587
<b>Commercial</b>								
Retail Mixed	SF			\$ 1.30	\$ 0.99	\$ 0.15	\$ 0.12	\$ 2.56
Office	SF			\$ 1.48	\$ 1.13	\$ 0.17	\$ 0.13	\$ 2.91
NC/Retail	SF			\$ 1.30	\$ 0.99	\$ 0.15	\$ 0.12	\$ 2.56
Community Commercial	SF			\$ 1.30	\$ 0.99	\$ 0.15	\$ 0.12	\$ 2.56
Elementary School	Students							
Parks	Acres							

**Exhibit D**

Specific Plan Fees

Applicable to Project





		Specific Plan Impact Fees	
Land Use Type	Unit	Traffic	Parks
<b><u>Residential</u></b>			
R-1 Low (12,500)	Dwelling Unit	\$ 1,251	\$ 8,489
R-1 Low-Medium (7000)	Dwelling Unit	\$ 1,251	\$ 8,489
R-1 Medium	Dwelling Unit	\$ 1,251	\$ 8,489
R-1 Medium Cluster	Dwelling Unit	\$ 1,251	\$ 8,489
R-2 (Cluster)	Dwelling Unit	\$ 1,251	\$ 8,489
R-3 Medium High	Dwelling Unit	\$ 1,251	\$ 5,306
R-4 High	Dwelling Unit	\$ 695	\$ 5,306
Town Center Mixed Use	Dwelling Unit	\$ 580	\$ 3,979
<b><u>Commercial</u></b>			
Retail Mixed	SF	\$ 3.86	\$ 1.40
Office	SF	\$ 1.64	\$ 1.40
NC/Retail	SF	\$ 3.86	\$ 1.40
Community Commercial	SF	\$ 3.86	\$ 1.40
Elementary School	Students	\$ 319	\$ -
Parks	Acres	\$ 526	\$ -

## **Exhibit E**

Timing and Payment of Impact Fees; Adjustments



### Timing and Payment of Impact Fees

1. City PFFP Impact Fees and Specific Plan Impact Fees shall be paid in time, manner and with the adjustments described in City of Merced Administrative Policies and Procedures regarding “Public Facilities Impact Fees and Administrative Policy” A-32 dated December 19, 2022 and included herein.
2. Credits and adjustments to City PFFP Impact Fees and Specific Plan Impact Fees for affordable housing units and projects shall be in conformance with the “Affordable Housing Project Impact Fee Schedule of Adjustments” included herein.



**RESOLUTION NO. 2022- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA  
AMENDING ADMINISTRATIVE POLICY AND  
PROCEDURE A-32 REGARDING PUBLIC  
FACILITIES IMPACT FEES**

WHEREAS, the administrative guidelines for the calculation, reimbursement, credit or deferred payment of Public Facilities Impact Fees are adopted by City Council Resolution pursuant to Section 17.62.080 of the Merced Municipal Code; and,

WHEREAS, the Public Facilities Impact Fees Administrative Policy and Procedure A-32 was previously approved by City Council Resolution 98-40 and amended by Resolution Nos. 98-73, 98-87, 2003-93, 2005-113, 2021-82, 2021-93, and 2022-07; and,

WHEREAS, A comprehensive update of the Public Facilities Financing Plan and Public Facilities Impact Fee Program in 2022 necessitates certain updates to the Administrative Policy to be consistent with the modified Public Facilities Impact Fee Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The City's Administrative Policy and Procedure A-32, as shown in Exhibit "A" attached hereto, is hereby adopted and incorporated herein by reference.

SECTION 2. Said Administrative Policy and Procedure repeals and replaces the previously adopted Administrative Policy and Procedure and establishes guidelines and procedures necessary to implement the provisions of the City's Public Facilities Impact Fee Ordinance.

SECTION 3. This Resolution shall be effective on December 19, 2022.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:  
STEPHANIE DIETZ, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

11/30/22  
\_\_\_\_\_  
Dated

## ADMINISTRATIVE POLICIES AND PROCEDURES

**SUBJECT:** PUBLIC FACILITIES IMPACT FEES AND  
ADMINISTRATIVE POLICY

**EFFECTIVE:** December 19, 2022 (Replaces policy dated March 26, 2022)

**PURPOSE:**

The purpose of this Administrative Policy is to establish a procedure for the Public Facilities Financing Plan and Fee Program.

**POLICY:**

The City Manager was granted authority by the Merced City Council on July 21, 2003 to establish this policy and procedure. This Policy supersedes and replaces the previous Policy with an effective date of March 26, 2022.

**PROCEDURES:**

PAYMENT OF PUBLIC FACILITIES FEES

Public facilities fees shall be charged and paid at the time of issuance of the certificate of occupancy. The fee shall be determined by the fee schedule in effect on the date of building permit issuance. If a Mello-Roos, assessment district, or other arrangement of such a nature has been made, only the portion of the fee not covered by the district shall be assessed. If a specific use is not addressed in the fee schedule or definitions contained in this document, the fee will be determined by the Development Services Department as described in Merced Municipal Code Section 17.62.100.

Fees not paid at certificate of occupancy shall require an agreement as specified in Government Code Section 66007, Subsection (C). Should any interpretation or disagreement arise which is not addressed by this administrative policy, the City Manager or designee shall have the authority to render a decision. The City Manager or designee has authority to authorize credits and reimbursements be paid to developers as outlined in this policy. Such decisions shall be in writing.



## DEFINITIONS

### 1. Retail Commercial

“Retail Commercial” includes a wide range of retail and service uses, both freestanding and in shopping centers including, but not limited to, supermarkets, drugstores, department stores, general merchandise, specialty retail stores, discount stores, hardware/paint stores, garden centers or nurseries, wholesale markets, apparel stores, furniture stores, video arcades and car sales. This category includes banks/savings and loans, restaurants of all types, and auto-oriented uses.

### 2. Industrial

Facilities in which the primary activity is the production of finished items through manufacture, fabrication, processing, packaging, or treatment of raw materials or parts, except heavy industrial uses. Uses, which are considered to be in this category, include uses such as those listed below:

- A) Electronics assembly, paper products
- B) Metal fabricator
- C) Bottling plant
- D) Cabinet shop
- E) Machine shop
- F) Sheet metal shop
- G) Welding shop
- H) Wholesale business
- I) Printing plant
- J) Material testing labs manufacturer
- K) Warehouse
- L) Corporation yard, freight yard
- M) Equipment rental yard
- N) Moving and storage service
- O) Bulk feed storage
- P) Lumber yard
- Q) Cannery/Food Processing

3. Mixed Uses

When a development proposal contains more than an incidental mixture of uses, the general types of uses should be segregated and treated separately for the purpose of calculating development fees.

4. Office

Includes professional offices, business parks, business or administrative offices, insurance sales, research centers, and medical or dental services, and other health-related services (excluding hospitals).

5. Residential Single Family

Typically single family detached homes on individual lots, such as in residential subdivisions, but could also be in planned developments. Density of development may vary, but is typically six dwellings per acre or less.

6. Public Facilities Impact Fee, But Not Including Sewer and Water Charges

The term “Public Facilities Impact Fee” shall mean the fee charged new construction, including, in some cases, the expansion of and/or the addition to an existing structure to mitigate an unfunded portion of the determined impact of the development. For the purpose of this policy, Public Facilities Impact Fees shall not include sewer and water charges as defined in Chapter 15 of the Merced Municipal Code.

7. Residential Multiple Family

Includes two- and multiple-family dwelling units of several types, including high and low rise apartments, high and low rise condominiums, and multi-family residential planned unit developments. This category also applies to mobile homes in mobile home parks.

8. Institutional

Includes nonprofit or quasi-public uses, such as a religious institution, library, public or private school or college, nonprofit cultural or community centers, hospitals, residential care facilities, charitable organizations, or government-owned or government-operated structures used for public purposes. Note that federal, state, county, and City owned facilities are exempt from the City’s impact fees. Fees for these uses will be determined on a case-by-case basis by the Director of Development

Services based on his/her determination of the similar nature of the use to one of the other land use categories.

9. Lodging

Includes hotels, motels, and other commercial operations which provide lodging for a fee, with or without cooking facilities, in individual rooms or suites. Includes extended stay hotels/motels, but does not include residential care facilities.

EXEMPTIONS

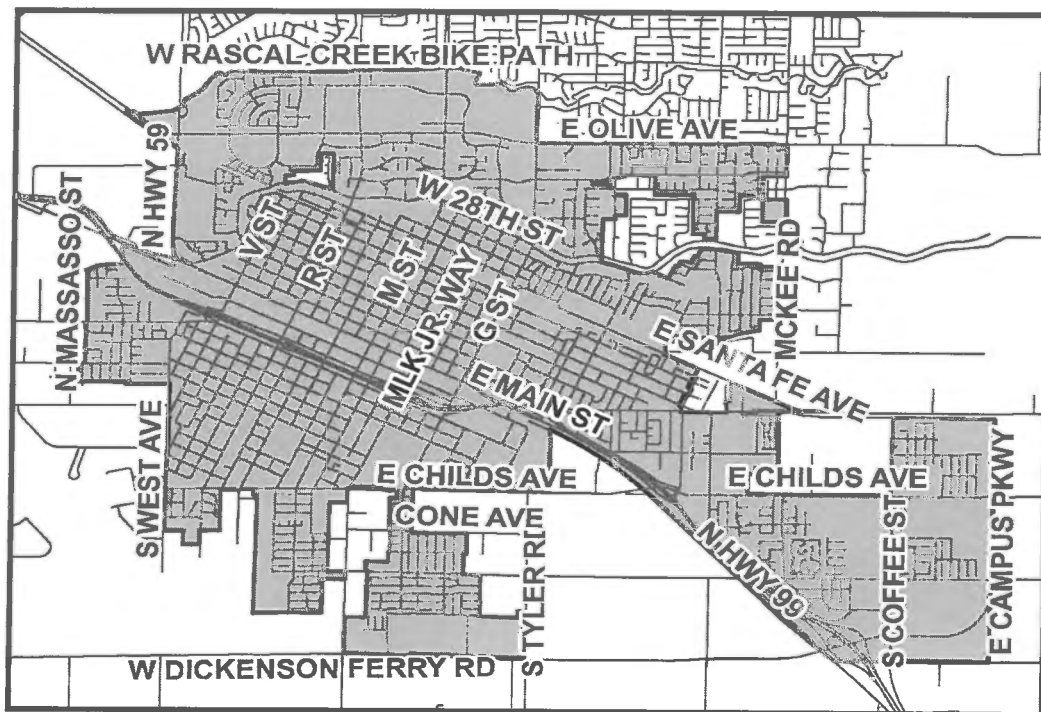
Fees shall not be imposed on any of the following:

1. Any alteration or addition to a ***residential*** structure except to the extent that additional units or guestrooms are created.
2. Any alteration or addition to a ***non-residential*** structure if the square footage of the structure is increased less than 10 percent, unless the alteration or addition changes the use of the structure to a higher intensity category, or results in the generation of additional peak hour trips (PHT).
3. Any replacement or reconstruction of an ***existing residential*** structure that has become destroyed or demolished, provided that the building permit for reconstruction is obtained within fifteen (15) years after the building was demolished, except to the extent that additional units or guest rooms are created.
4. Any replacement or reconstruction of an ***existing non-residential*** structure that has been destroyed or demolished, provided that the building permit for reconstruction is obtained within fifteen (15) years after the building was demolished, unless the replacement or reconstruction increases the square footage of the structure 10 percent or more or changes the use of the structure to a higher intensity category or results in the generation of additional peak hour trips (PHT). Whenever the alteration, addition, replacement, or reconstruction is not exempt, the fee shall be imposed only on the additional units of guest rooms, square footage, change in use to a higher intensity category, or additional peak hour trips (PHT) generated.

## SPECIAL FEES

Fees for the following land uses shall be:

1. **ACCESSORY DWELLING UNITS (ADUs):** Per MMC 20.42.040(D)(3), A new accessory dwelling unit shall be required to pay all applicable fees, including impact fees. However, no impact fees shall be imposed on ADUs of less than 750 square feet. For an ADU larger than 750 square feet, any impact fee shall be charged proportionately in relation to the square footage of the single-family dwelling on the property.
2. **INFILL DEVELOPMENT AND OPPORTUNITY ZONES:**  
Within the central area of the City and the Opportunity Zones, within the area below (see map below), impact fees shall be 50 percent of the standard fee based on their impact on public facilities.



Infill Development and Opportunity Zones

3. **AFFORDABLE HOUSING:** Fees for affordable housing projects shall be determined on a case-by-case basis depending on the level of affordability, number of affordable units, etc. The determination shall be made by the Director of Development Services but can be appealed to the City Council per the provisions of MMC 17.62.050.
4. **SINGLE-FAMILY HOMES SMALLER THAN THE AVERAGE HOME SIZE IN MERCED:** The average single-family home size in Merced based on building permits issued in 2021 was 1,920 square feet. For homes that are at least 10 percent below that average size, a fee shall be charged proportional to the percent below the average single-family home size.

#### DEFERRED PAYMENT

If the total amount of public facilities fees due and payable at the time of issuance of a certificate of occupancy for a non-residential or multi-family project exceeds \$50,000, the property owner may enter into a Deferred Payment Agreement with the City to pay twenty-five percent (25%) of those fees at the time the certificate of occupancy is issued with the remaining seventy-five percent (75%) to be paid in equal installments over the next five (5) years (or less at the developer's option).

#### REPAYMENT TERMS

- 1) **INTEREST:** The unpaid balance of the fees shall be subject to interest and collection charges. The annual interest rate will be equal to the 11th District Cost of Funds plus two percent (2%) [200 basis points] adjusted every July.
- 2) **DUE ON TRANSFER:** The unpaid balance, together with accrued interest, shall be due and payable in full upon the sale or any other transfer of the property.
- 3) **RECORDING AND PROCESSING FEES:** All such fees shall be paid by the owner or applicant.

## SECURITY

The developer shall, as security for repayment, execute a promissory note or bond evidencing the obligation and terms of repayment. In addition to the promissory note or bond, the developer may be required, at the discretion of the City, to provide additional security of a type and amount determined by the City.

## PROCESSING DEFERRED FEE REQUESTS

A developer who requests the deferral of public facilities fees shall make application to the Development Services Department, for review, processing, and determination of eligibility. Such requests shall have a processing fee of Eight Hundred Seventy-One Dollars (\$871.00) in 2022, adjusted each January 1, per the Consumer Price Index (CPI).

## CREDIT OR REIMBURSEMENT

If the developer constructs improvements that are part of the public facility fee program and required by the City, the following shall apply:

1. If the actual cost of the improvement is equal to or less than the total amount of fees to be paid, the developer will receive a credit in an amount equal to the actual cost of the improvements (but in no event in excess of the City Engineer's estimate). No credit shall be given until and unless the improvement is constructed and accepted by City or until developer provides security for the improvement in the same manner as security for subdivision improvements.
2. If the actual cost of the improvements is greater than the total amount of fees to be paid, a reimbursement agreement with the City shall be established. No reimbursement shall be given until and unless the improvement is constructed and accepted by City.
3. Developers shall be reimbursed on a first in time basis and based on the availability of public facility fee program funds. First in time shall be determined by when the public improvement is completed and accepted by City.

4. Of the fees collected for projects, one-half shall be dedicated to repayment for developer installed improvements and one-half shall be earmarked for improvements to be installed by the City. In its discretion, the City may use any or all of the fees to reimburse developers.
5. City shall be under no obligation to reimburse developers except from the one-half of the fees collected, and no reimbursement shall be owed until fees for said purpose have been collected and until the installing developer has filed a written request for reimbursement with the City Clerk. In no event shall reimbursement be made to the installing developer after the tenth anniversary of the date the public improvement was accepted by the City.
6. Reimbursements, if any, shall not bear interest.
7. Unused Park and Recreation Facilities Fee credits granted per the now repealed Merced Municipal Code Section 17.38 can be applied toward the Public Facilities Impact Fees.
8. To be eligible for credit or reimbursement, all public improvements that are part of the public facility fee program shall be paid at prevailing wages. That includes any portion of the public improvement which is not eligible for reimbursement (i.e. curb, gutter, sidewalk, landscaping, etc.)

#### RIGHT-OF-WAY DEDICATION AND REIMBURSEMENT

Unless provided otherwise by development agreement, condition of approval, mitigation measure, or by city standards, the developer will be eligible for credit/reimbursement for the cost of any additional right-of-way required for street improvements in excess of the first 37 feet (or other collector standard) required for a one-half street section measured from the ultimate right-of-way line. In calculating the value of the right-of-way, the value will be determined by the City Engineer. If the developer objects to the determined fair market value, he/she may appeal to the City Council. The burden of proof shall lie with the developer. Any right-of-way required to accommodate access to a given parcel such as “deceleration lanes” will be dedicated at the developer’s expense and is not subject to credit/reimbursement.

### STREET CONSTRUCTION PAVING REIMBURSEMENT

The first 24 feet of paving adjacent to the curb line plus all paving required to accommodate deceleration lanes and driveways are a developer responsibility and are not subject to credit/reimbursement. The developer will be eligible for credit/reimbursement for the remainder of the street section outside of the first 24 feet of paving on either side of the street.

### TRAFIC SIGNAL REIMBURSEMENT

Unless provided otherwise by development agreement or by use permit, the developer will be eligible for 100 percent credit/reimbursement for installation of traffic signals at the intersection of two arterial streets, and for 50 percent reimbursement at an intersection of an arterial and collector street.

### ARTERIAL BRIDGE REIMBURSEMENT

Unless provided otherwise by development agreement or by use permit, the developer will be eligible for 100 percent credit/reimbursement for construction of arterial bridges.

**APPROVED:**

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**Stephanie R. Dietz**  
**City Manager**



**RECORDING REQUESTED  
BY:**

City of Merced, A California  
charter municipal corporation

**WHEN RECORDED MAIL  
TO:**

City Clerk  
City of Merced  
678 West 18<sup>th</sup> Street  
Merced, California 95340

(Above for Recorder's Use Only)

**AGREEMENT AFFECTING REAL PROPERTY & CREATING A  
LIEN TO SECURE DEFERRED PAYMENT OF CITY PUBLIC  
FACILITY FINANCING PLAN IMPACT FEES**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by and between \_\_\_\_\_ [Requestor],  
a(n) \_\_\_\_\_ [describe entity (individual, partnership,  
LLP, corporation, etc.)] (hereinafter referred to as "Grantor") and the CITY  
OF MERCED, a California charter municipal corporation (hereinafter referred  
to as "Grantee").

WHEREAS, Grantor has applied to the Grantee for a building permit on  
the property known as \_\_\_\_\_  
[Property Address or APN's], and more fully described on Exhibit "A"  
attached hereto; and,

WHEREAS, Grantor has further applied for deferral of certain Public  
Facility Financing Plan ("PFFP") fees in accordance with Section 17.62.050  
of the Merced Municipal Code and the Administrative Procedures adopted  
pursuant thereto, said fees being more fully described on Exhibit "B" attached  
hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. **PFFP FEE OBLIGATION.** Grantor acknowledges and unconditionally agrees that it owes the Grantee the total sum of \$\_\_\_\_\_ for PFFP fees.

2. **PFFP DOWN PAYMENT AND REPAYMENT SCHEDULE.** The Grantor agrees to pay twenty-five percent (25%) of the PFFP fees at the time the building permit is issued with the remaining seventy-five percent (75%) to be paid in equal monthly installments over the next five (5) years (or less at the Grantor's option).

3. **PFFP REPAYMENT TERMS AND CONDITIONS.**

A. **PAYMENT FREQUENCY:** Grantor shall make monthly payments on the remaining deferred PFFP fee obligation, the amount paid annually being at least one-quarter of the total deferred PFFP fee obligation, plus interest as described below. Payments shall be made on or before the first of each month and shall be made to the City of Merced, Finance Department, PFFP Fee Deferral for \_\_\_\_\_, [Reference to Fee Deferral Project] and made at 678 West 18<sup>th</sup> Street, Merced, California 95340. Grantee shall endeavor to send Grantor an invoice for payment at least thirty (30) days before the payment is due. However, Grantor unconditionally agrees to make said payment by the payment due date even if no invoice is received thereby. A late fee of five percent (5%) of the total fee payment shall be imposed for all late payments made.

B. **INTEREST:** The unpaid balance of the fees shall be subject to interest and collection charges. The annual interest rate will be equal to the 11<sup>th</sup>

District Cost of Funds plus two percent (2%) [200 basis points] adjusted every July.

- C. **DUE ON TRANSFER:** The unpaid deferred PFFP fee balance, together with accrued interest, and late fees shall be due and payable in full upon the sale or any other transfer of the property.
- D. **RECORDING AND PROCESSING FEES:** All such fees shall be paid by the Grantor.

4. **LIEN CREATED.** Grantor hereby grants to Grantee a lien against the real property described in Exhibit "A."

5. **LIEN AS SECURITY FOR DEFERRED PFFP FEES.** The lien created herein in the real property described in Exhibit "A" is intended to guarantee the payment in full, plus accrued interest, late fees, and the cost of collection of the deferred PFFP fees.

6. **LIEN PRECEDENCE.** The lien created herein shall be superior to all other liens or encumbrances against the real property described in Exhibit "A."

7. **GRANTEE'S AUTHORITY TO FORECLOSE ON LIEN.** The condition of this lien is such that if the above-named Grantor, its or their heirs or executors, administrators, successors, transferees, or assigns shall in all things stand to and abide by, and truly keep and perform the covenants, conditions, and provisions in this Agreement and any alteration thereof made therein and provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all other respects according to their true intent and meaning, and indemnifies and saves harmless the Grantee, its officers, agents and employees as therein stipulated, then the liens shall become null and void upon recording of a release by the Grantee in substantially the form as shown on Exhibit "C" hereto; otherwise the lien shall remain in full force and effect.

8. **GRANTEE'S COSTS TO ENFORCE PAYMENT OBLIGATION INCLUDED IN AMOUNT OF LIEN.** As part of the obligation secured hereby and in addition to the amount stated above, there shall be included cost and reasonable expenses and fees, including reasonable

attorneys' fees and late fees, incurred by Grantee in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

**9. EXTENSIONS OF TIME SHALL NOT CHANGE OBLIGATION TO PAY, PRIORITY, OR ENFORCEABILITY OF LIEN.** The Grantor hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of this Agreement shall in any manner effect Grantor's obligations with respect to this lien.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Typed Name)

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

GRANTEE:

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
CITY CLERK

BY: \_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

## ACKNOWLEDGEMENT

State of California

County of Merced

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared, \_\_\_\_\_

\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Notary Public (seal)

**EXHIBIT "A"**

**Legal Description**

## **EXHIBIT “B”**

### **Description of Deferred Fees**



**EXHIBIT "C"**

**Form of Notice to Release Lien When Payment is Paid**

**RECORDING REQUESTED BY:**

City of Merced, A California Charter  
Municipal Corporation

**WHEN RECORDED MAIL TO:**

City of Merced  
City Clerk  
678 West 18<sup>th</sup> Street  
Merced, California 95340

**Exempt Recording Per Gov't Code  
Section 6103**

(Above for Recorder's Use Only)

**RELEASE OF LIEN UPON REAL PROPERTY  
[DEFERRED PUBLIC FACILITY FINANCING PLAN FEES]**

WHEREAS, On \_\_\_\_\_, 20\_\_\_\_,  
(hereinafter "Grantor") and the City of Merced, a California Charter Municipal  
Corporation, ("Grantee") entered into that certain Agreement entitled "Agreement  
Affecting Real Property and Creating a Lien to Secure Deferred Payment of City  
Public Facility Financing Plan Impact Fees," (the "Agreement"), which  
Agreement was recorded as Vol. \_\_\_\_\_, Page \_\_\_\_\_, *et seq.*, Official Records of  
Merced County on \_\_\_\_\_, 20\_\_\_\_; and,

WHEREAS, Grantor has satisfied the conditions for the release of lien upon  
the real property described in said Agreement.

NOW THEREFORE, the Grantee hereby releases all of its right, title, and  
interest to the lien in the real property described in Exhibit "A" attached hereto,  
and as created by the Agreement referenced above and recorded as Vol. \_\_\_\_\_, Page  
\_\_\_\_\_, *et seq.*, Official Records of Merced County on \_\_\_\_\_, 200\_\_.

///

///

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney                      Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**AGREEMENT TO SECURE DEFERRED PAYMENT OF CITY  
PUBLIC FACILITY FINANCING PLAN IMPACT FEES**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by and between \_\_\_\_\_ [Requestor],  
a(n) \_\_\_\_\_ [describe entity (individual, partnership,  
LLP, corporation, etc.)] (hereinafter referred to as "Grantor") and the CITY  
OF MERCED, a California charter municipal corporation (hereinafter referred  
to as "Grantee").

WHEREAS, Grantor has applied to the Grantee for a building permit on  
the property known as \_\_\_\_\_  
[Property Address or APN's], and more fully described on Exhibit "A"  
attached hereto; and,

WHEREAS, Grantor has further applied for deferral of certain Public  
Facility Financing Plan ("PFFP") fees in accordance with Section 17.62.050  
of the Merced Municipal Code and the Administrative Procedures adopted  
pursuant thereto, said fees being more fully described on Exhibit "B" attached  
hereto.

NOW, THEREFORE, in consideration of the mutual covenants and  
agreements contained herein and for other good and valuable consideration,  
the receipt and sufficiency of which is hereby acknowledged and agreed, the  
parties hereto do hereby agree as follows:

1. **PFFP FEE OBLIGATION.** Grantor acknowledges and  
unconditionally agrees that it owes the Grantee the total sum of  
\$\_\_\_\_\_ for PFFP fees.

2. **PFFP DOWN PAYMENT AND REPAYMENT  
SCHEDULE.** The Grantor agrees to pay twenty-five percent (25%)  
of the PFFP fees at the time the building permit is issued with the  
remaining seventy-five percent (75%) to be paid in equal monthly  
installments over the next five (5) years (or less at the Grantor's  
option).

**3. PFFP REPAYMENT TERMS AND CONDITIONS.**

- A. **PAYMENT FREQUENCY:** Grantor shall make monthly payments on the remaining deferred PFFP fee obligation, the amount paid annually being at least one-quarter of the total deferred PFFP fee obligation, plus interest as described below. Payments shall be made on or before the first of each month and shall be made to the City of Merced, Finance Department, PFFP Fee Deferral for \_\_\_\_\_, [Reference to Fee Deferral Project] and made at 678 West 18<sup>th</sup> Street, Merced, California 95340. Grantee shall endeavor to send Grantor an invoice for payment at least thirty (30) days before the payment is due. However, Grantor unconditionally agrees to make said payment by the payment due date even if no invoice is received thereby. A late fee of five percent (5%) of the total fee payment shall be imposed for all late payments made.
- B. **INTEREST:** The unpaid balance of the fees shall be subject to interest and collection charges. The annual interest rate will be equal to the 11<sup>th</sup> District Cost of Funds plus two percent (2%) [200 basis points] adjusted every July.
- C. **DUE ON TRANSFER:** The unpaid deferred PFFP fee balance, together with accrued interest, and late fees shall be due and payable in full upon the sale or any other transfer of the property.
- D. **RECORDING AND PROCESSING FEES:** All such fees shall be paid by the Grantor.

4. **SECURITY.** Grantor hereby provides security for the payment of the deferred PFFP Fees and related costs to Grantee the items of security as identified in Exhibit "A."

5. **SECURITY FOR DEFERRED PFFP FEES.** The security identified in Exhibit "A" is intended to guarantee the payment in full, plus accrued interest, late fees, and the cost of collection of the deferred PFFP fees.

6. **Reserved.**

7. **Reserved.**

8. **GRANTEE'S COSTS TO ENFORCE PAYMENT OBLIGATION INCLUDED IN AMOUNT OF SECURITY.** As part of the obligation secured hereby and in addition to the amount stated above, there shall be included cost and reasonable expenses and fees, including reasonable attorneys' fees and late fees, incurred by Grantee in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

9. **EXTENSIONS OF TIME SHALL NOT CHANGE OBLIGATION TO PAY, PRIORITY, OR ENFORCEABILITY OF LIEN.** The Grantor hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of this Agreement shall in any manner effect Grantor's obligations with respect to this lien.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Typed Name)

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

GRANTEE:

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
CITY CLERK

BY: \_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer



## **EXHIBIT “A”**

### **Identification of Security**

## **EXHIBIT “B”**

### **Description of Deferred Fees**

**EXHIBIT "C"**

**Form of Notice to Release Security When Payment is Paid**

**CITY OF MERCED**

**PUBLIC FACILITY FINANCING PLAN**

**RELEASE OF SECURITY FOR DEFERRED PFFP FEES**

WHEREAS, On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
(hereinafter "Grantor") and the City of Merced, a California Charter Municipal  
Corporation, ("Grantee") entered into that certain Agreement entitled "Agreement  
to Secure Deferred Payment of City Public Facility Financing Plan Impact Fees,"  
(the "Agreement"); and,

WHEREAS, Grantor has satisfied the conditions for the release of the  
security described in said Agreement.

NOW THEREFORE, the Grantee hereby releases all of its right, title, and  
interest to the lien in the security described in Exhibit "A" attached hereto, and as  
created by the Agreement referenced.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

**EXHIBIT "A"**  
**DESCRIPTION OF SECURITY**

**CITY OF MERCED  
PROMISSORY NOTE  
(CONTAINING ACCELERATION CLAUSE)  
(PFFP FEE DEFERRAL)**

**Amount:** \_\_\_\_\_, California

**Dated:** \_\_\_\_\_

FOR VALUE RECEIVED, on or before \_\_\_\_\_, \_\_\_\_\_ [date] the undersigned individual(s) promise(s) to pay without demand therefore the City of Merced, a California charter law municipal corporation, or order at 678 West 18th Street, Merced, California 95340, or at such designate in writing, the principal sum of \_\_\_\_\_, [amount] (\$ \_\_\_\_\_), with annual the interest rate thereon equal to the 11th District cost of funds plus one percent (2%) [200 basis points] adjusted every July.

The undersigned promises and agrees to make monthly installment payments of \_\_\_\_\_ [amount] (\$ \_\_\_\_\_) for a period of time not to exceed five (5) years. Payments to be made to the City of Merced at the above referenced address. Should the Promisor fail to make any two consecutive payments, the entire remaining balance shall become due and payable immediately upon notice to the Promisor from the City or its legal representative. Notwithstanding the above, to any late payment, a late payment fee of five percent (5%) shall be imposed and applied on said payment. Should the late payments fee not be paid, it shall be added to and included within the sum secured by this Promissory Note.

If action is instituted on this Note, the undersigned promises to pay the holder thereof any expenses incurred thereby, including, but not limited to, court costs and such other sums as the Court may fix as reasonable attorney's fees.

It is further acknowledged and agreed that the unpaid balance, plus accrued interest shall be immediately due and payable upon the sale or transfer of the real property located at \_\_\_\_\_ and as described on Exhibit "A" hereto.

This Note or any portion thereof may be prepaid at any time without penalty.

In agreement thereof, I execute this Note on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the City of \_\_\_\_\_, California.

\_\_\_\_\_  
Promisor's Signature

\_\_\_\_\_  
Promisor's Signature

CITY OF MERCED

BY: \_\_\_\_\_  
City Manager

ATTEST:  
CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney                      Date





Affordable Housing Project Impact Fee Schedule of Adjustments			
Income Category	% of AMI		(% fee reduction)
Acutely Low	0-15		100%
Extremely Low	15-30		90%
Very Low	30-50		80%
Low	50-80		60%
Moderate	80-120		40%
Above Moderate	over 120		0%
Community Bldg/Office*			100
<p>Acutely low income: 0-15% of AMI  Extremely low income: 15-30% of AMI  Very low income: 30% to 50% of AMI  Lower income: 50% to 80% of AMI; the term may also be used to mean 0% to 80% of AMI  Moderate income: 80% to 120% of AMI</p> <p>*The Community Bldg/Office serves the tenants of the apartment complex. Therefore there are no additional impacts. A 100% reduction in impact fees is given for the Community Bldg/Office</p>			



## Exhibit F

## **Exhibit G**

### **Project Backbone and Offsite Infrastructure**



## Project Backbone and Offsite Infrastructure

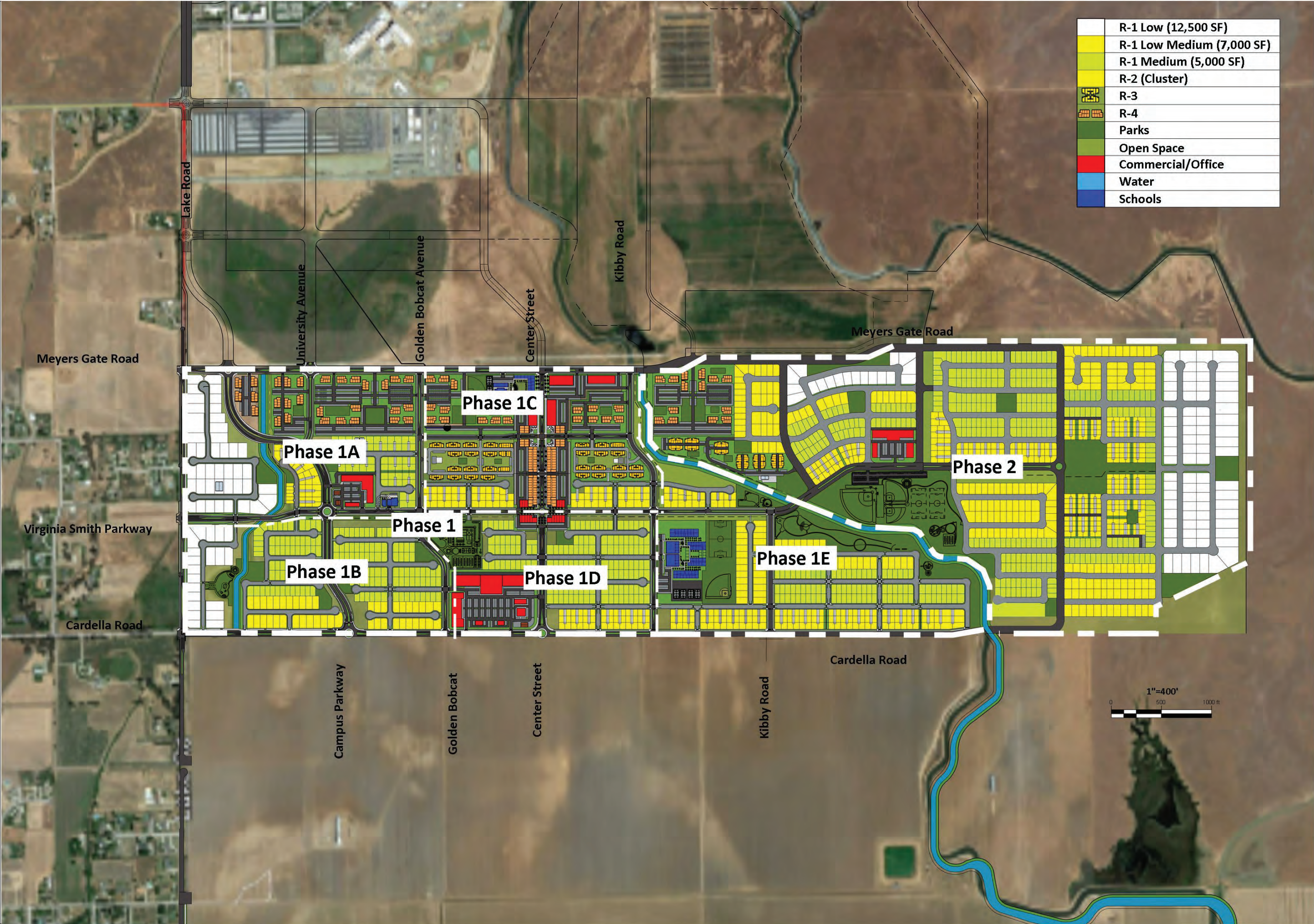
	Phase of Development				
	1A	1B	1C	1D	1E
<b><u>Circulation Improvements</u></b>					
Lake Road from Cardella to Virginia Smith		X			
Lake Road (Virginia Smith to Meyers Gate)	X				
Campus Parkway (Virginia Smith to Cardella)		X			
University Avenue (Meyers Gate - Campus Parkway)	X				
Campus Parkway (Meyers Gate to Virginia Smith)	X				
Campus Parkway (Virginia Smith to Cardella Road)		X			
Meyers Gate Road (Lake Road to Golden Bobcat)	X				
Meyers Gate Road (Golden Bobcat to Kibby Road)			X		
Golden Bobcat Ave (Meyers Gate Road to Virginia Smith)	X				
Golden Bobcat Ave (Virginia Smith to Cardella Road)		X			
Virginia Smith Parkway (Lake Road - Golden Bobcat Avenue)		X			
Virginia Smith Parkway (Golden Bobcat Avenue - Kibby Road )			X		
Virginia Smith Parkway ( Kibby Road - Canal )					X
Main Street (Meyers Gate to Virginia Smith)			X		
Main Street (Virginia Smith - Cardella Road)				X	
Kibby Road (Meyers Gate Road to Virginia Smith)			X		
Kibby Road (Virginia Smith to Cardella Road)				X	
Cardella (Lake Road to Golden Bobcat)		X			
Cardella (Golden Bobcat to Kibby Road)				X	
Cardella (Kibby Road to Canal)					X
Road A from Virginia Smith to Cardella Road					X
<b><u>Sewer Improvements</u></b>					
Lift Station and forcemain to existing SS @ Bellevue RD		X			
Gravity Sewer in Cardella from Lift Station to Golden Bobcat		X			
Gravity in Virginia Smith Parkway to Golden Bobcat		X			
Gravity Sewer in Meyers Gate Between Lake Road and Golden Bobcat	X				
Gravity Sewer in University Avenue	X				
Gravity Sewer In Campus Parkway from Meyers Gate to Virginia Smith Parkway.	X				
Gravity Sewer in Golden Bobcat from Meyers Gate to Virginia Smith Parkway	X				
Gravity Sewer in Meyers Gate and Virginia Smith between Golden Bobcat and Kibby Road			X		
Gravity Sewer in Main Street from Meyers Gate to Virginia Smith			X		
Gravity Sewer in Cardella Road from Golden Bobcat to Road A				X	
Gravity in Main Street and Kibby Road from Virginia Smith to Cardella				X	
Gravity in Virginia Smith Parkway and Cardella from Kibby road to Phase 1 east boundary					X
Gravity Sewer in Road A from Virginia Smith Parkway to Cardella Road.					X
<b><u>Water Improvements</u></b>					
Water main in Lake Road from Bellevue to Cardella Road		X			
Water main in Virginia Smith Parkway and Cardella from Lake Road to Golden Bobcat		X			
Water main in Campus parkway and Golden Bobcat from Virginia Smith Parkway to Cardella.		X			
Install Water Well on East side of Golden Bobcat Ave.	X				
Water main in Campus parkway and Golden Bobcat from Meyers Gate Road and Virginia Smith	X				
Water main in Meyers Gate from Lake Road to Golden Bobcat	X				
Water main in Meyers Gate Road and Virginia Smith Parkway from Golden Bobcat to Kibby Road			X		
Water main in Main Street and Kibby Road from Meyers Gate Road to Virginia Smith Parkway			X		
Water main in Main Street and Kibby Road from Virginia Smith Parkway to Cardella Road				X	
Water main in Cardella Road from Golden Bobcat Road to Kibby Road				X	
Water main in Virginia Smith Parkway and Cardella Road from Kibby Road to Phase 1 eastern boundary					X
Water main in Road A from Virginia Smith and Cardella Road					X
<b><u>Storm Drainage Improvements</u></b>					
Storm Drain infrastructure in Virginia Smith Parkway		X			
Storm Drain Basins along Virginia Smith Parkway between Lake Road and Golden Bobcat		X			
Storm Drain Basins along Campus Parkway and Creek between Virginia Smith Parkway and Cardella	X				
Storm Drain infrastructure in Campus Parkway, University and Golden Bobcat between Meyers Gate Road and Virginia Smith Parkway	X				
Storm Drain Basins along University Avenue and Campus Parkway	X				
Storm Drain infrastructure along Main Street and Kibby Road between Meyers Gate Road and Virginia Smith Parkway			X		
Storm Drain Basins along Virginia Smith and Kibby Road between Golden Bobcat Ave and Kibby			X		
Storm Drain infrastructure along Cardella Road between Kibby Road and Golden Bobcat				X	
Storm Drain Basins along Cardella between Kibby Road and Golden Bobcat				X	
Storm Drain infrastructure along Virginia Smith and Cardella Road between Kibby Road and Phase 1 eastern edge (including bypass line)					X
Storm Drain Basins along Cardella and adjacent to the canal (including outlets to canal)					X

**Exhibit H**  
**Phasing Plan**









	R-1 Low (12,500 SF)
	R-1 Low Medium (7,000 SF)
	R-1 Medium (5,000 SF)
	R-2 (Cluster)
	R-3
	R-4
	Parks
	Open Space
	Commercial/Office
	Water
	Schools

REVISIONS		REMARKS
1	05/25/2020	Site Plan Submitted to City and County
2	07/20/2020	Revised Site Plan with Campus Parkway
3	07/20/2020	...
4	07/20/2020	...
5	07/20/2020	...

Phases

Peck Planning and Development

A

02

Virginia Smith Trust Development Plan





## **Exhibit I**

### **Public Infrastructure by Phase**





**Exhibit J**

**Campus Parkway Connection Rights of Way and Improvements**











## **Exhibit K**

### **Affordable Housing Plan**

## Virginia Smith Trust Property

### Affordable Housing Plan

In the larger scheme, the housing stock in Merced is adequate and affordable. Prices are still somewhat depressed from over-supply and the effects of the Great Recession. Apartments provide an affordable alternative to home ownership. However, it is still believed that programs should be provided to create workforce housing, increase the supply of housing available to UC employees and students, and provide preferences and incentives for individuals who work on campus at UC Merced. There should also be owner-occupancy restrictions in the single-family detached units to eliminate or substantially reduce the potential for converting single family neighborhoods to tracts of investor-owned rental for students (Isla Vista), and a special Workforce Housing Incentive Program should be established (basically a first time homebuyers program) which will provide deed-restricted units for workforce housing eligible households (households earning 121-160% of the Area Median income). This workforce housing program seeks to target the Project to all UC employees, reduce the influence of investors in the limitation of housing choice and availability, provide a down payment assistance program for Workforce Income families, and provide a certain number of units that will be deed-restricted. Finally, VST and its builders will team up with affordable housing providers to provide lots for "sweat equity" self-help housing. There are two options for the VST Affordable Housing Program involving solely onsite construction and a "hybrid" that includes in lieu fees and onsite production of units. The common elements of the program are as follows:

1. **Local Preference ("UC Workers First").** The UC and University Community Plan areas have been planned as an integrated unit for the last 25 years. The hope has always been that the UCP properties, including VST, would provide the residential and commercial support for UC's students and staff. It is known that many of the UC's staff live outside of the community and students are being accommodated inside the City at other locations. These commute trips result in an estimated 17.7 million vehicle miles (VMT) traveled each year by students and staff using passenger cars to and from the university. If VST can capture 35 percent of the current students, and 50% of the current staff, all vehicle trips will be shortened, and there will be a significant shift to non-vehicle modes of transportation resulting in a VMT reduction of approximately 9 million miles per year.

Incentives will be established to provide priority for existing UC staff and students as follows:

- a. Each development phase of VST is to maintain the interest list and shall separate and prioritize names of local employees based on interest in product type.
- b. When housing units are to become available, usually 270-360 days prior to certificate of occupancy (assuming a 180-day construction period), the builder shall notify those UC staff on the reservation list of the opportunity to purchase a residence starting with the "top of the list."

Those individuals shall have approximately 60 days to get pre-qualified to purchase the residence and to provide the builder with proof that the individual is a UC employee (i.e. paycheck or bonafide offer of employment from a local employer.)

- c. If an individual fails to get pre-qualified or fails to provide the builder with proof of UC employment within the time periods above, then the builder may remove or put that name at the end of the interest list.
  - d. UC staff and employees shall be provided with an incentive package worth \$2,000, including reductions off base price, option allowances, free bikes for transportation, allowance for closing costs, allowance for upgrades, or similar incentives at the discretion of the builder. This incentive would apply to all UC staff regardless of income.
2. **Owner-Occupancy Restrictions.** Establishing a stable and desirable neighborhood for UC staff will require some segmentation and separation of the student rentals and the ownership units. Builders will agree to include restrictions in the purchase agreement and Covenants Conditions and Restrictions (CC&Rs) for the R-1 single family detached units and at least 75% of the R-2 units to restrict these units for owner-occupancy only for the first five years after sale. In the case of units with Accessory Dwelling Units (ADUs), the Principal Dwelling or the ADU will need to be occupied by the property owner. The final form of these agreements will be determined at the time of development of the first final map, and will provide for appropriate monitoring and enforcement.
3. **Down Payment Assistance Program.** The project would provide a matching down payment assistance (DPA) ranging from \$2,500 to \$5,000 as a “silent second” on the initial sale of 50 of the R-1 and R-2 homes. These units would have to be occupied by a UC staff with incomes within the “Moderate Income Limit” for Merced County as determined by State Housing and Community Development Department (HCD). These units would be occupied by a household for a minimum of ten (10) years; if resold within this ten-year period, the units would need to be sold to another income qualifying Workforce Housing buyer and the 10-year deed restriction would reset to 10 more years with the new buyer of the home. The DPA loan would be re- paid upon sale of the unit or refinancing, and the proceeds would be placed in a revolving loan fund to assist future workforce, moderate, or lower income home buyers in the VST project. Unlike a reduction in price that would be captured by a future seller at the end of the affordability term, this assistance would continue throughout the life of the funds to assist buyers in the development.

4. **Self Help Housing.** VST would provide 25 to 50 improved R-2 lots for Self Help housing for Low and Very Low Income families. Floor plans, exterior elevations and finishes would be established by a master builder with the same basic specifications and finish qualities of market rate homes that are constructed by a builder for the balance of the development. Sites will be provided in conformance with Table 2 of the Specific Plan. Under the “Onsite” option, 25 sites would be provided for Low Income families. Under the “Hybrid” option, 25 sites would be provided for Low Income families and 25 sites would be provided for Very Low Income families.
5. **Multifamily Construction Program.** Under the “Onsite” option, the project will provide improved sites that are adequate for up to 450 dwelling units, with sites for at least 350 units Phases 1A through 1E and 100 units in Phase 2. These sites will be provided to affordable housing providers and will be developed with a combination of market rate units, 150 deed-restricted Moderate Income units, 100 units for Extremely Low Income households, 100 units for Very Low Income House-holds, and 100 units for Low Income Households. In total this program will result in 450 units that will be enforceably restricted. In addition there would be 25 units for Very Low Income households in the Village Center Mixed Use area. Sites would be provided in conformance with Table 2 of the Specific Plan. Under the Hybrid option the project will provide improved sites that are adequate for up to 200 dwelling units, with sites for at least 100 units Phases 1A through 1E and 100 units in Phase 2. These sites will be provided to affordable housing providers and will be developed with a combination of market rate units, 50 deed-restricted Moderate Income units, 50 units for Very Low Income House-holds, and 100 units for Low Income Households.
6. **Density Bonus Program.** The level of affordable housing in the Project is made possible by usage of the State and local Density Bonus Program (Chapter 20.56 of the Merced Municipal Code). The Project would dedicate land for the Self Help Housing and the Multifamily Construction programs, including 2.96 acres for 25 R-2 units for Low Income Self Help units, and 10.7 acres of R-4 land for 300 units (20.17% of total R4 units) on multiple sites, including 100 Low Income units, 100 Very Low income units, and 100 Extremely Low Income units. These would be constructed on multiple sites per the schedule and buildout in Table 2 of the Specific Plan. The dedication of the R-4 land would result in a 25% Land Dedication Density Bonus to the R-4 area for the 20.1% of affordable units in the R-4 area that would yield 372 additional R-4 units. For the purposes of this density bonus, the “development” would be defined as the entire 53-acre, 1,489-unit R-4 area. The dedicated land would be adequate for 300 Extremely Low, Very Low Income units and Low Income units. The dedicated R-4 sites would be provided with a 50% density bonus on the affordable sites totaling 150 market rate or Moderate Income units. There would be a total of 522 bonus units, 35% of the total development (and within the City guidelines), with 372 of the bonus units used in the R-4 area outside of the dedicated land, and 150 units used on the dedicated R-4 land.

There would also be a density bonus for the Very Low Income units in the Town Center Mixed Use area. The 25 Very Low Income Units would be 23.1% of the total units and would yield a 50% density bonus, increasing the total number of Town Center Mixed Use units to 162 units.

7. In Lieu Fee Program. The City of Merced has developed an affordable housing that is intended to fund affordable housing projects throughout the community. The City has extensive experience with its HOME, CDBG and other housing programs in providing assistance to affordable housing providers in an efficient and effective manner. Recently, the City leveraged \$11.7 million of City contributions for 264 Extremely Low, Very Low and Low Income units in the Devonwood and Bella Vista projects, resulting in a cost of approximately \$44,500 per unit. Under the Hybrid approach described herein, each R-1 and R-2 unit would pay an affordable housing fee of \$1.65 per square foot of conditioned floor area (living area, not including garage or outside storage area), up to a maximum of \$3,800 per dwelling unit. This program is expected to raise \$6.68 million and would produce 150 Extremely Low Income, Very Low Income and Low Income units.

Specific Plan Table 2

Development Per Phase Land Use Type	Phase 1						Phase 2	Total
	Phase 1A	Phase 1B	Phase 1C	Phase 1D	Phase 1E	Total Phase 1		
<b>Residential (Units)</b>								
R-1	109	226	--	141	186	662	615	1,277
R-2	36	—	64	24	131	255	225	480
R-3	—	—	364	—	—	364	140	504
R-4	696	—	456	—	—	1,152	336	1,488
Mixed Use	—	—	108	—	—	108	—	108
<b>Total Residential (Units)</b>	<b>841</b>	<b>226</b>	<b>992</b>	<b>165</b>	<b>317</b>	<b>2,541</b>	<b>1,316</b>	<b>3,857</b>
<b>Commercial (SF)</b>								
Retail Mixed/Town Center)	—	—	275,000	32,500	—	307,500	—	307,500
Hotel/Office	—	—	275,000	—	—	275,000	—	275,000
Neighborhood Commercial	50,000	—	—	—	—	50,000	54,500	104,500
Community Commercial	—	—	—	175,000	—	175,000	—	175,000
<b>Total Commercial (SF)</b>	<b>50,000</b>	<b>—</b>	<b>550,000</b>	<b>207,500</b>	<b>—</b>	<b>807,500</b>	<b>54,500</b>	<b>862,000</b>
<b>Parks (Acres)</b>								
Linear Parks	1.23	4.16		1.40	4.50	11.29	8.47	19.76
Public Parks	2.14	3.48		7.30	15.50	28.42	34.79	63.21
School Parks					4.82	4.82		4.82
Private Parks	1.88		5.79			7.67	2.36	10.03
<b>Total Parks (Acres)</b>	<b>5.25</b>	<b>7.64</b>	<b>5.79</b>	<b>8.70</b>	<b>24.82</b>	<b>52.20</b>	<b>45.62</b>	<b>97.82</b>
<b>Public Facilities (Acres)</b>								
Backbone Roads	10.58	6.52	12.92	6.17	6.17	42.36	27.46	69.82
Water	1.50	4.20				5.70	9.84	15.54
Other	7.50					7.5	7.5	15.0
Schools			4.40		14.89	19.29		19.29
<b>Total Public Facilities (Acres)</b>	<b>19.58</b>	<b>10.72</b>	<b>17.32</b>	<b>6.17</b>	<b>21.06</b>	<b>74.85</b>	<b>44.80</b>	<b>119.65</b>
<b>Affordable Housing</b>								
Workforce Housing Program	25		25		25	75	75	150
Self Help Housing Program		13			12	25		25
Multifamily New Construction	100		125			225	100	325
<b>Total Affordable Housing Units</b>	<b>125</b>	<b>13</b>	<b>175</b>		<b>37</b>	<b>325</b>	<b>175</b>	<b>500</b>
(Units counts do not include permitted density bonuses for qualified projects.)								





### Affordable Housing Options

		Onsite	Hybrid
<b><u>R4 Land Dedication (Acres)</u></b>		<b>10.00</b>	<b>5.00</b>
Onsite Produced Units			
XLow		100	
Vlow		100	50
Low		100	100
Moderate		150	50
<b>Total</b>		<b>450</b>	<b>200</b>
<b><u>Self Help R-2 Land Dedication</u></b>			
Onsite Produced Units			
XLow			
Vlow			25
Low		25	25
Moderate			
<b>Total</b>		<b>25</b>	<b>50</b>
<b><u>Mixed Use Multifamily</u></b>			
Onsite Produced Units			
XLow			
Vlow		25	25
Low			25
Moderate			
<b>Total</b>		<b>25</b>	<b>50</b>
<b><u>Subtotal-Onsite Produced Units</u></b>			
XLow		100	-
Vlow		125	100
Low		125	150
Moderate		150	50
<b>Total</b>		<b>500</b>	<b>300</b>
Base		<b>3,857</b>	<b>3,857</b>
Density Bonus Units			
R4 Market		<b>297</b>	
R4 Project		<b>150</b>	<b>75</b>
Mixed Use Project		<b>54</b>	<b>54</b>
Total Units		<b>4,358</b>	<b>3,986</b>
Market Rate Units		<b>3,858</b>	<b>3,686</b>
Onsite Affordable Units		<b>500</b>	<b>300</b>
<b><u>Subtotal Offsite Produced Units with Fee</u></b>			
XLow			<b>50</b>
Vlow			<b>50</b>
Low			<b>50</b>
Moderate			
<b><u>Total Onsite and Offsite Units</u></b>			<b>-</b>
XLow		<b>100</b>	<b>50</b>
Vlow		<b>125</b>	<b>150</b>
Low		<b>125</b>	<b>200</b>
Moderate		<b>150</b>	<b>50</b>
<b>Total</b>		<b>500</b>	<b>450</b>
Fees			
R1/R2 In lieu fees			\$ 3,800
R1/R2 In lieu fees (per SF)			\$ 1.65
R3/R4/MU in lieu fees			
Total Estimated Fees Paid			\$ 6,676,600

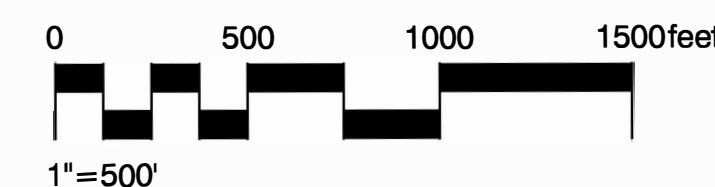
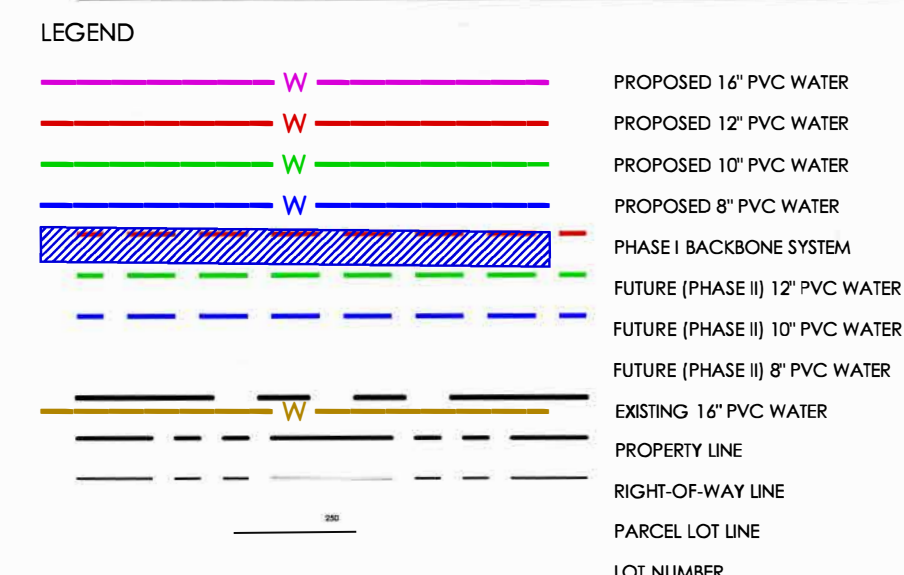


**Exhibit L**

**Water System Master Plan**







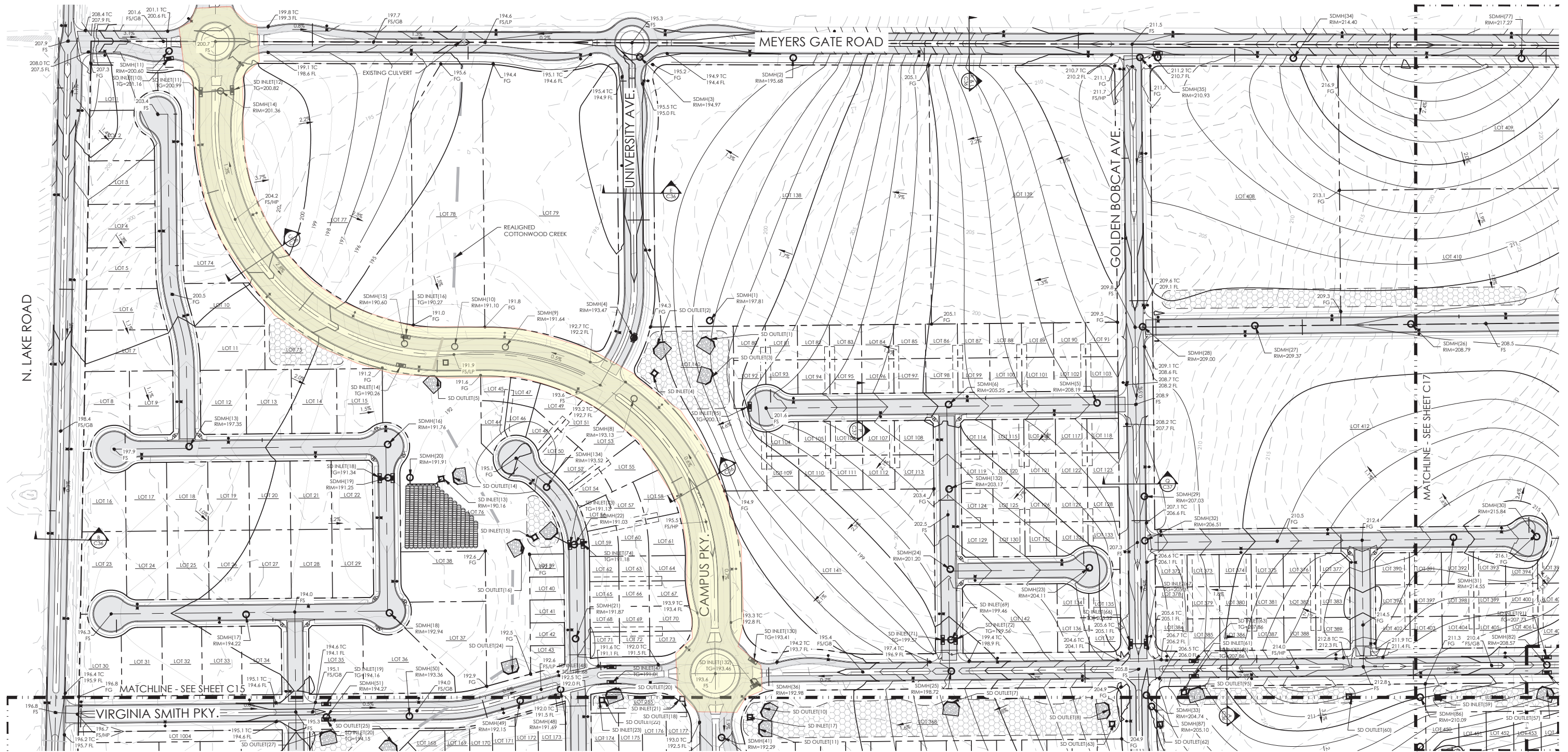


**Exhibit M**

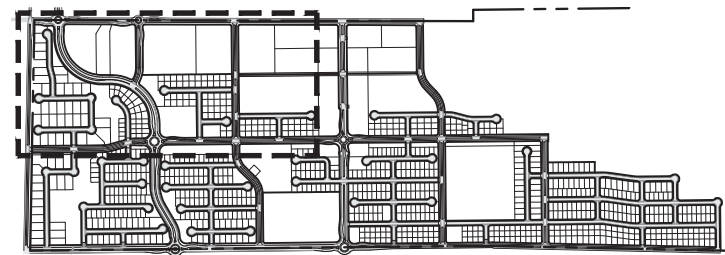
**Onsite Campus Parkway to be Constructed by VST**



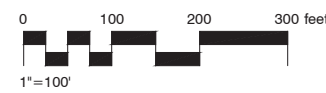




KEYMAP



## PHASE 1A CONSTRUCTION



### LEGEND

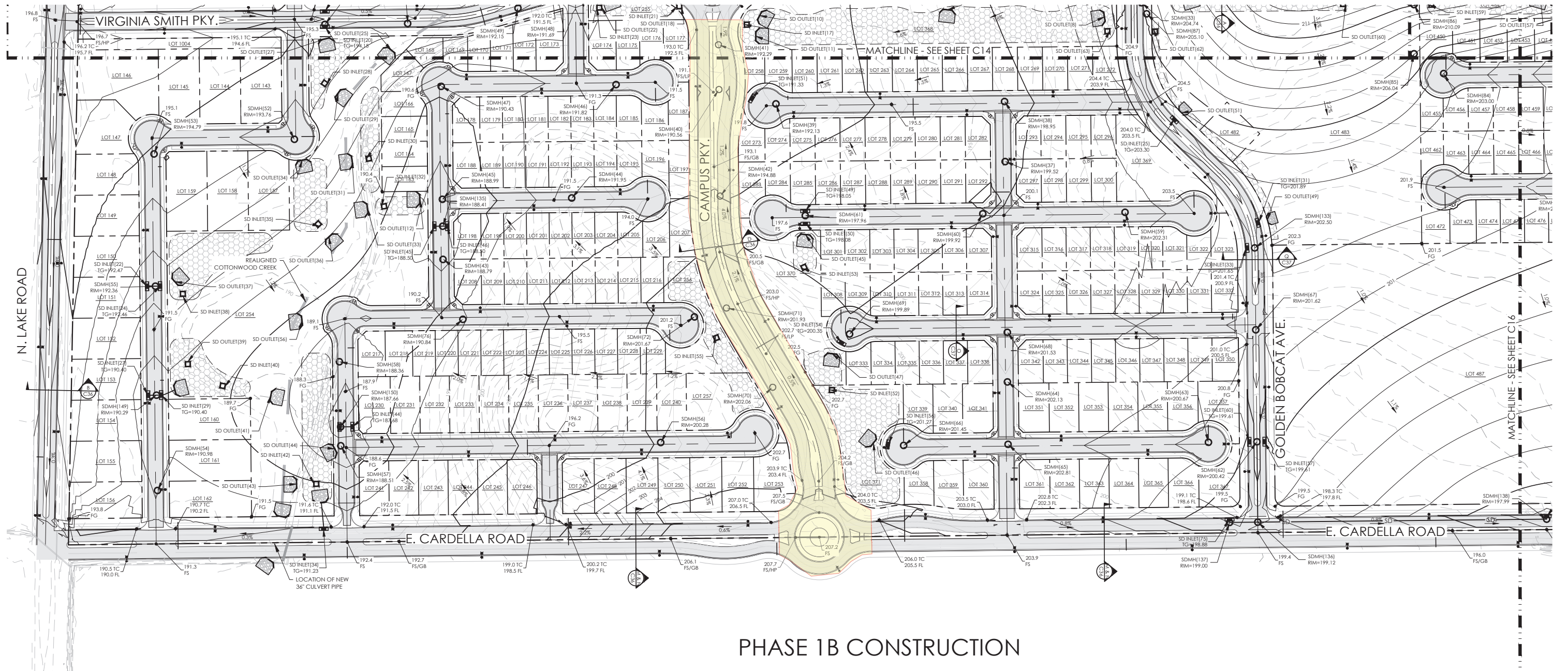
- TRACT BOUNDARY
- PROPOSED PROPERTY LINE
- PROPOSED EASEMENT/SETBACK
- PROPOSED RW
- PROPOSED UNDERGROUND STORAGE CHAMBERS. SEE STORMWATER SHEETS FOR DMA'S AND RETAINED VOLUMES
- PROPOSED BIO-RETENTION AREA
- PROPOSED OUTLET WITH RIP-RAP
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED INLET/ RISER

PRELIMINARY GRADING PLAN  
VIRGINIA SMITH LAND TRUST

C14

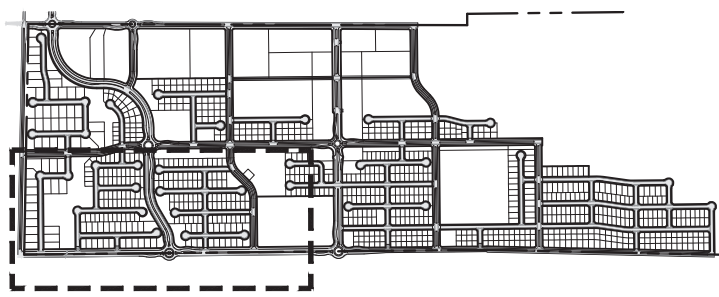




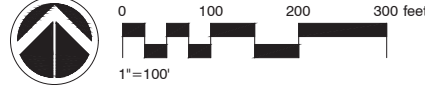


# PHASE 1B CONSTRUCTION

## KEYMAP



LEGEND	
	TRACT BOUNDARY
	PROPOSED PROPERTY LINE
	PROPOSED EASEMENT/SETBACK
	PROPOSED RW
	PROPOSED UNDERGROUND STORAGE CHAMBERS. SEE STORMWATER SHEETS FOR DMA'S AND RETAINED VOLUMES
	PROPOSED BIO-RETENTION AREA
	PROPOSED OUTLET WITH RIP-RAP
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED INLET/ RISER



August 29, 2022

PRELIMINARY GRADING PLAN  
VIRGINIA SMITH LAND TRUST C15

N:\1800\1804\02-C15-VSL Land Plan and Grading\Map\Grading\Map\Grading.dwg, C15, Aug 29, 2022, 5:12pm, kcorbitt

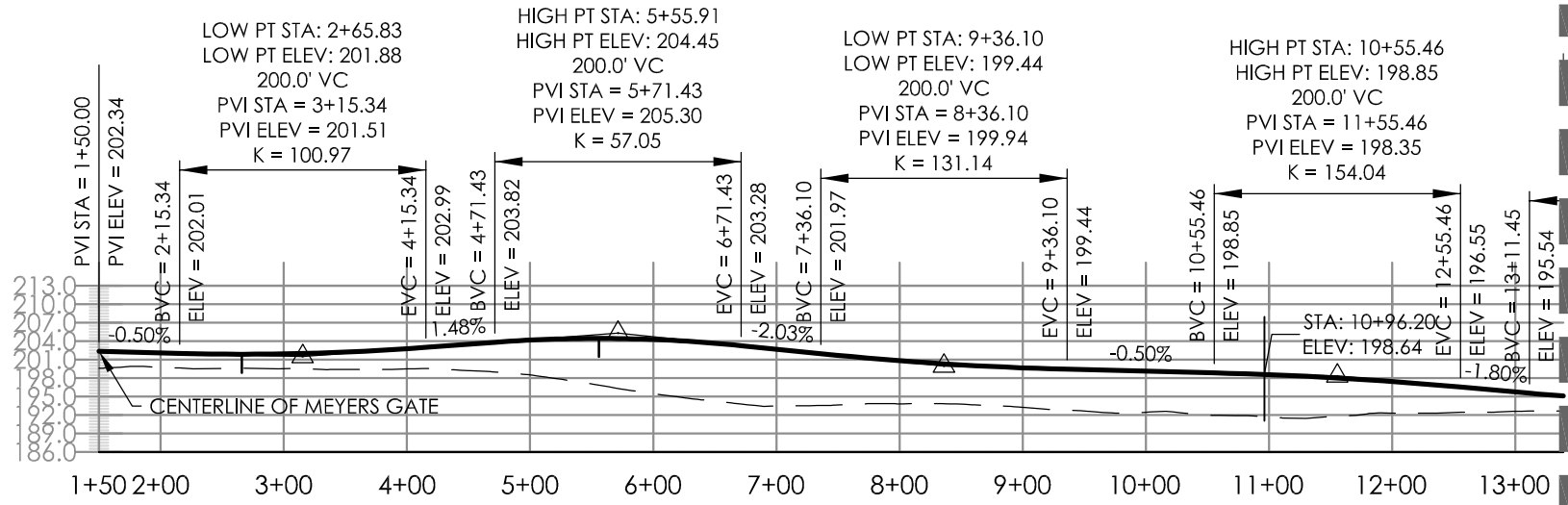




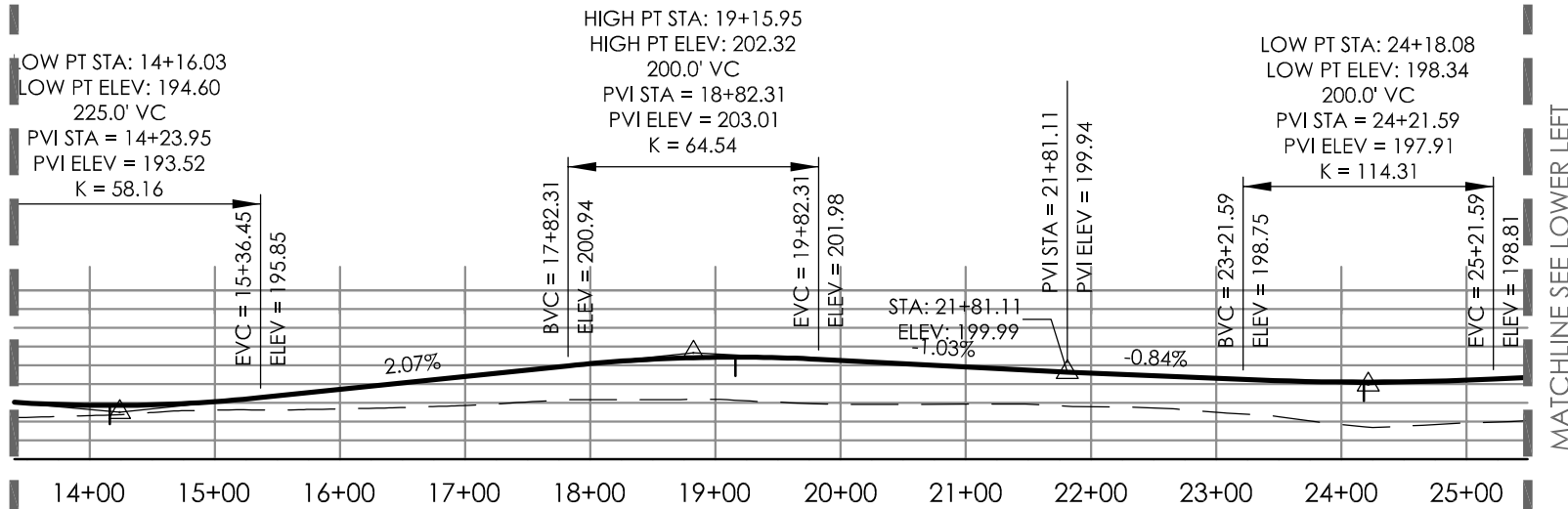


# CAMPUS PARKWAY (PROFILE VIEW)

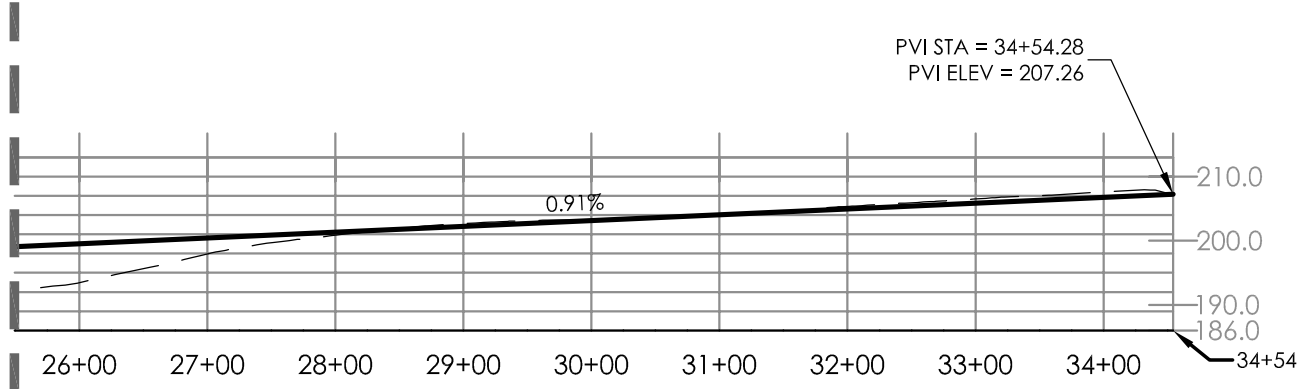
ELEVATION



MATCHLINE SEE UPPER RIGHT



MATCHLINE SEE UPPER RIGHT







## **Exhibit N**

### **Bicycle and Multimodal Transportation Improvements**



STREET LEGEND

Arterial Street

Collector Street

Local Street

Bus Stops

Proposed Bus Stop Locations



BUS AND STREET NETWORK

Virginia Smith Trust Land Plan and Vesting Tentative Map

0' 75' 150' 300' 450'

rrm design group

SCALE 1" = 150'

DECEMBER 2020

# BIKE CIRCULATION LEGEND

Proposed Class I Bikeway



Proposed Class II Bikeway



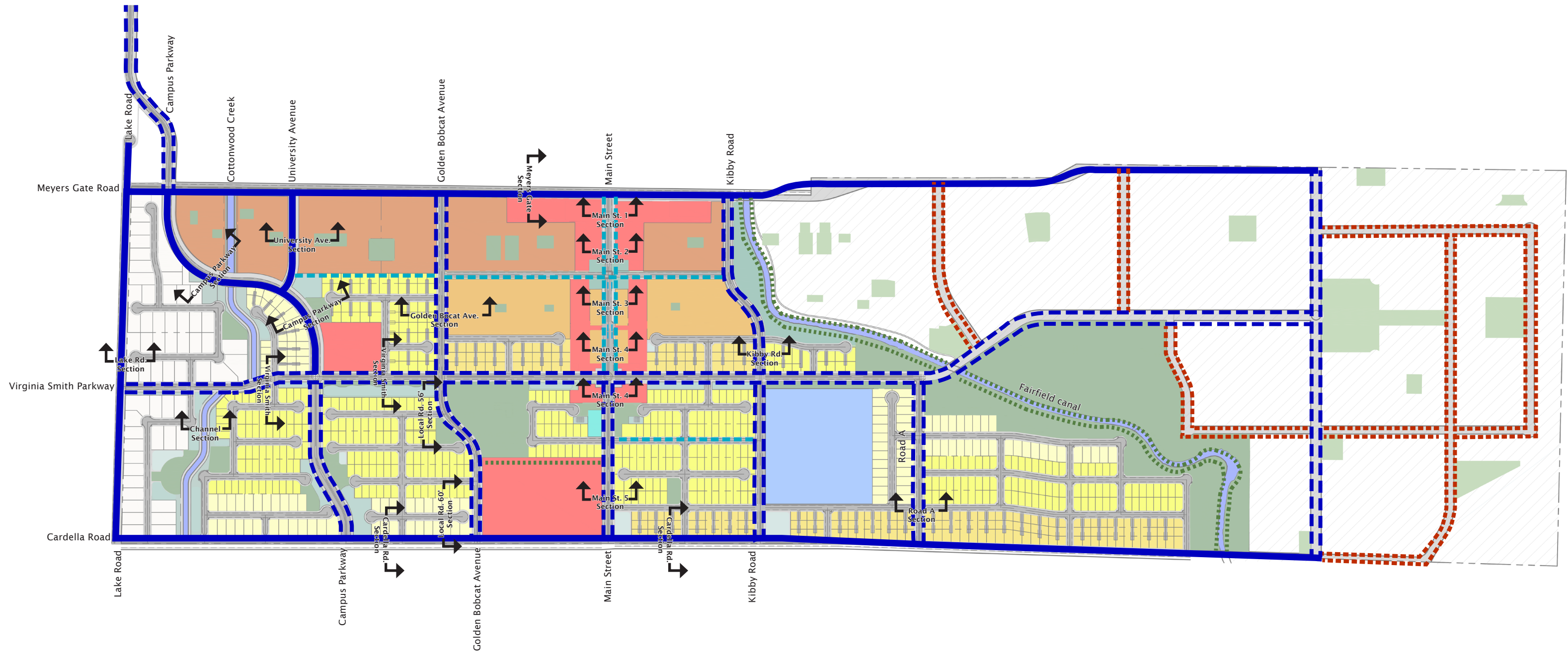
Proposed Class III Bikeway



Class IV Bikeway

Proposed Bikeway (1 Way)

Proposed Bikeway (2 Way)

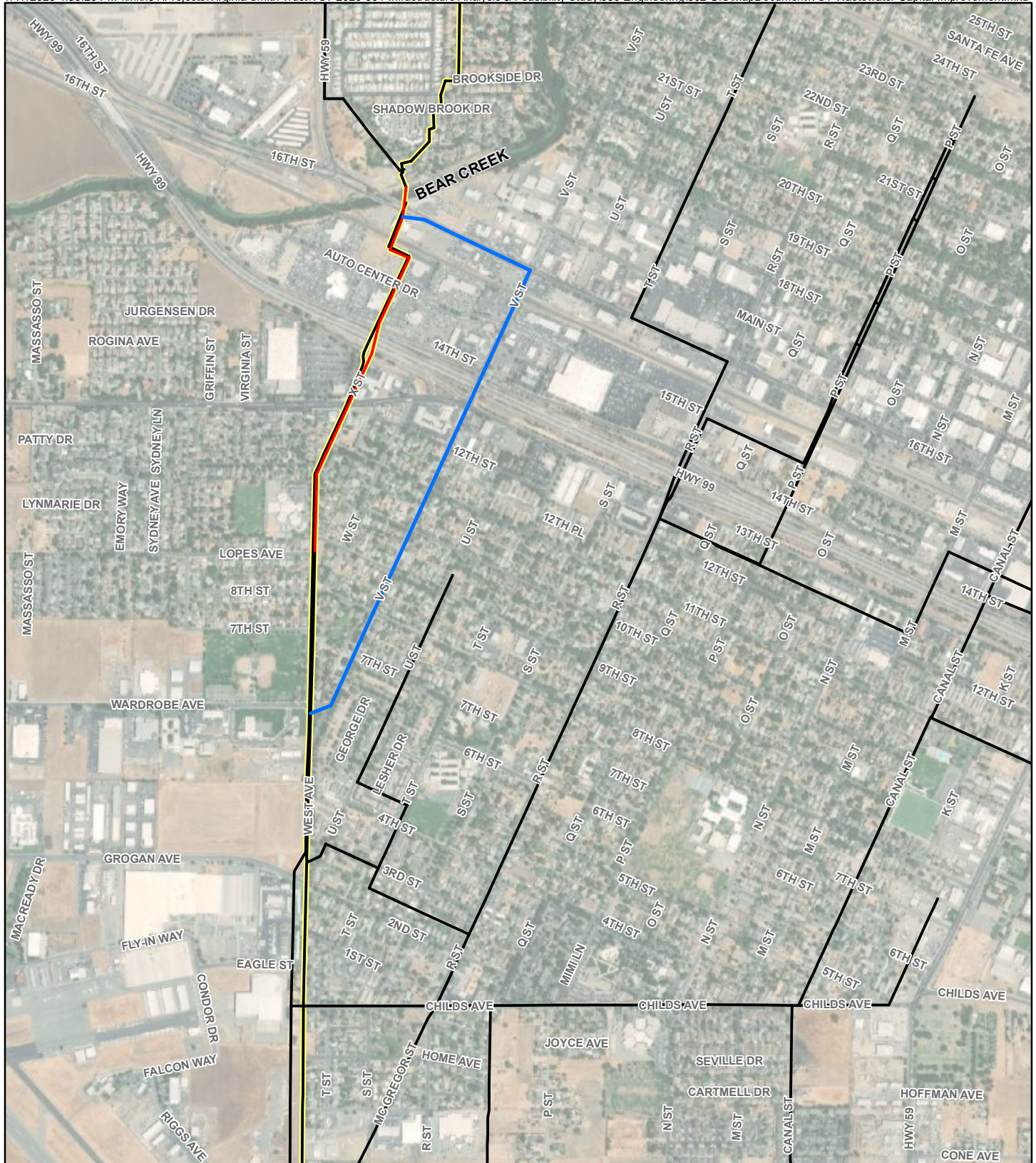


**Exhibit O**

**V Street Bypass Sewer Trunk Line**

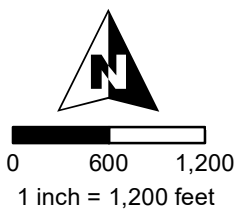






## Legend

- Existing Pipes with Surcharge Over 1 ft
- Existing Pipes
- Parallel Trunk Main Along 16th St & V St
- Pipes Serving VST



**Figure 1**

## Existing Surcharging and Recommended Capital Improvement

Virginia Smith Trust  
Infrastructure Analysis and  
Feasibility Study