

ORDINANCE NUMBER 776 N. S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE LOMA RICA RANCH PROJECT - ASSESSOR'S PARCEL NUMBERS 09-570-62, 63, 64, 65, 35-412-11, 13, 14, 23, AND 37-450-01, 02

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRASS VALLEY AS FOLLOWS:

SECTION 1 In compliance with Chapter 17.76 of the Grass Development Code, the City Council adopts the following findings in support of this Development Agreement:

1. Is consistent with the objectives, policies, general land uses, and programs specified in the General Plan, any, applicable specific plan, and this Development Code. *As noted in the related staff reports and resolution considered and adopted by the City Council (Resolution 2011-32,) the Loma Rica Ranch project is consistent with the 2020 General Plan. Furthermore, this Development Agreement reiterates those previous approvals and is consistent with said approvals.*
2. Is compatible with the uses authorized in, and the regulations prescribed for, the land use and zone in which the real property is located. *The proposed development agreement reflects the land use approvals of the City Council as authorized in City Council Resolution 2011-32.*
3. Is in conformity with public convenience, general welfare, and good land use practice. *As identified in City Council Resolution 2011-32 and related staff reports for the Loma Rica Ranch project, this Development Agreement reflects good land use practices, public convenience and general welfare benefits of the approved project.*
4. Will be detrimental to the health, safety, and general welfare. *The Development Agreement reflects the City Council's approval of the Loma Rica Ranch project and related applications which were found not to be detrimental to the health, safety, and general welfare.*
5. Will adversely affect the orderly development of property or the preservation of property values. *The adopted Loma Rica Ranch Specific Plan*

provides for the orderly development of the property and this Development Agreement further memorializes this approval.

SECTION 2 The City Council approves the Amendment to the Development Agreement as shown in Attachment "A" through the approval of this ordinance.

SECTION 3 This ordinance shall take effect thirty (30) days from and after the date of its adoption and a summary of said ordinance shall be published once within fifteen (15) days upon its passage and adoption in The Union, a newspaper of general circulation printed and published in the Grass Valley Area.

INTRODUCED and first read on the 14th day of June, 2016

PASSED AND ADOPTED this 28th day of June, 2016, by the following vote:

AYES: *Council Members Arbuckle, Aguilar, Levine, Swarthout and Mayor Fouyer*
NOES: *NONE*

ABSENT: *NONE*

ABSTAIN: *NONE*

/s/

Jason Fouyer
Jason Fouyer, Mayor

ATTEST:

/s/

Kristi K. Bashor
Kristi K. Bashor, City Clerk

APPROVED AS TO FORM:

/s/

Michael G. Colantuono
Michael G. Colantuono, City Attorney

PUBLISH DATE: *7/2/2016*

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ABSENT: *NONE*

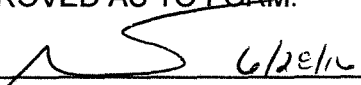
ABSTAIN: *NONE*

/s/ 
Jason Fouyer, Mayor

ATTEST:

/s/ 
Kristi K. Bashor, City Clerk

APPROVED AS TO FORM:

/s/  6/28/16
Michael G. Colantuono, City Attorney

PUBLISH DATE: 7/2/2016

**AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF GRASS VALLEY AND
LOMA RICA RANCH LLC
RELATIVE TO THE DEVELOPMENT KNOWN AS
THE LOMA RICA RANCH**

This AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT (the "**Amendment**") is made and entered into this 28th day of June 2016 by and between the CITY OF GRASS VALLEY, a municipal corporation ("**City**") and LOMA RICA RANCH LLC, a Nevada limited liability company ("**Developer**").

RECITALS

A. The parties have previously entered into the "Pre-Annexation Development Agreement by and between The City of Grass Valley and Lomas Rica Ranch LLC Relative to the Development known as The Loma Rica Ranch" (the "**Development Agreement**"), which was approved by way of the adoption of City Ordinance Number 732 N.S. on November 8, 2011.

B. The Development Agreement recites that it is to be considered a first tier development agreement that contemplates the parties entering into amendments such as this Amendment to account for a greater level of specificity on Project details. Specifically, Section 1.13 of the Development Agreement provides that the Development Agreement may be amended by mutual consent of the parties, in writing, in accordance with Government Code §65868.

C. The parties contemplate that the Project will be generally built-out in seven phases: Phases 1, 2, 3, 4, 5, 6, and 7. The currently anticipated phases and boundaries are described in Exhibit A.

D. By entering into this Amendment the parties wish to further provide for the orderly buildout of the Subject Property by providing the detail of certain minor amendments to the Development Agreement as specified in this Amendment relating to: (1) revising the Project trail systems for Phase 1; (2) details of road construction for Phase 1; (3) alternative intersection improvements and design considerations; (4) adjustments to utility service improvements and infrastructure requirements based on the updated City traffic model, waste water and water service reports; (5) the allowance of consideration of design exemptions to the City's intersection standards to the Sutton Way/Dorsey Dr. intersection design if it can be demonstrated that permission to relocate the wooden transmission poles cannot be obtained or is not economically feasible within the Project's range; and (6) the updating of the Traffic Impact Report for the Project under certain conditions.

E. Upon execution of this Amendment it shall become part of the Development Agreement as provided in Section 1.13 of the Development Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The recitals above are true and correct and incorporated herein by reference.

2. Definitions.

2.1. **Amendment Effective Date** means the effective date of the adoption of this Amendment.

2.2. Capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Development Agreement.

3. **Term.** The parties acknowledge and agree that the Term of the Agreement shall be extended for a period of three (3) years from the Amendment Effective Date.

4. **Amendment to Section 1.22(a) of the Agreement.** Section 1.22(a) is deleted and replaced in its entirety with the following:

(a) Apply or adopt and apply new or revised design and/or construction standards for public improvements to improvement plans except for plans submitted within 36 months following the Amendment Effective Date, and plans for any phase of a tentative map for which improvement plans for an earlier phase have been approved, unless the standards are mandated by State laws.

5. **Amendment of Section 1.24(a) of the Agreement.** The term “Effective Date” at the end of the first sentence of Section 1.24(a) is deleted and replaced with “Amendment Effective Date”.

6. **Amendment to Section 3.2 of the Agreement.** The following is added to the beginning of the first sentence of Section 3.2: “At the option of the City, or request by Developer”

7. **Phasing Exhibit.** Exhibit A is a general conceptual description of the phasing for the Project anticipated by the parties as of the date of this Amendment. The parties acknowledge and agree that the actual phasing for the construction of the Project may be modified or combined in connection with the construction of the Project and that sub-phasing within each phase is anticipated.

8. **Trails.** Notwithstanding anything to the contrary in the Collective Standards, Phase 1 recreational trails shall be constructed at the locations as generally described in Exhibit B and according to applicable standards, including Caltrans Class I Bike Path criteria, and shall connect to the 80-unit subdivision at a mutually acceptable location.

9. **Dorsey Drive.** Notwithstanding anything to the contrary in the Collective Standards, in connection with the development of Phase 1 Developer shall not be required to construct and install a fully developed paved roadway (extending Dorsey Drive) from Sutton Way (at the western boundary of the Project) through the Project to Brunswick Road (the “**Fully Developed Dorsey Extension**”).

In lieu of construction of the Fully Developed Dorsey Extension, in connection with the development and construction of Phase 1 of the Project, Developer shall be required to provide a fully developed paved extension of Dorsey Drive from Sutton Way to the east portion of 80-unit subdivision as depicted on Exhibit B. Dorsey Drive, from the point of the Gate to Brunswick

Road shall be a 20' graveled surface emergency vehicle access road designed to carry the load of fire apparatus per City and AB 4290 standards along the general alignment as shown of Exhibit B. Said alignment can be adjusted to minimize tree removal and maintain required turn radii below).

10. Sutton/Dorsey Dr. Roundabout. The requirement of a roundabout at the intersection of Dorsey Dr. and Sutton Way contemplated by the Collective Standards may be eliminated and another intersection alternative that meets City standards may be approved upon verification of a traffic study. Should another intersection be deemed acceptable, Developer shall improve the intersection based on the recommendations of an updated traffic analysis to be submitted with a tentative map application. Approval for Relocation of the existing wooden high power transmission lines and utility poles may be not achievable or economically feasible. If so, alternative road and intersection designs may be considered within the roadway prism provided proper geometrics and safety provisions are provided.

11. Modification to Sutton Way. Sutton Way road width along the Project frontage shall be modified to Standard Detail ST 21 which allows a 72 foot or 82 foot ultimate ROW as shown on Section AA, Exhibit B.

12. Traffic Level. Developer may, at his cost, (i) revisit and update the Project traffic impact analysis and/or amend the existing mitigation to reflect such reduction in the minimum traffic level service requirements pursuant to City processes and standards; and (ii) further amend the Development Agreement to reflect appropriate adjustments to relevant ultimate buildout and offsite improvements required from the Developer with City approval.

13. Maintenance. Landscaping, storm drainage detention, and the multipurpose trail (#3 on Exhibit B) maintenance shall not be included in any assessment district. City shall only maintain street lights and Developer shall be responsible for maintenance of these three items.

14. Sutton Way Sidewalk Substitute. In lieu of installing sidewalk along Sutton Way in Phase 1, Developer shall construct the sewer access road in Phase 7 which can also include pedestrian access.

15. Exhibits Schematic Subject to Modification. The parties acknowledge and agree that the exhibits to this Amendment: (i) are schematic/conceptual descriptive aids included for the purpose of assisting in the description of the agreements and concepts that are the subject of this Amendment; and (ii) the exhibits and details described therein are subject to modification as related design level plans and materials concerning the development of the Project are submitted and processed through the approval process.


16. No Further Changes. The parties agree, except as specifically provide in this Amendment, that the terms of the Development Agreement remain unchanged and in full force and effect.

17. Counterparts: Amendment. This Amendment may be executed in any number of counterparts, each shall be deemed an original, but all of which shall constitute one and the same instrument. This Amendment shall be binding upon and inure to the benefit of the parties

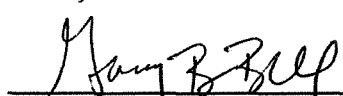
hereto and their respective heirs, administrators, executors, assigns and successors in interest. The provisions of this Amendment may not be amended or altered except by a written instrument duly executed by each of the parties hereto.

IN WITNESS WHEREOF, this Amendment was executed by the parties thereto on the dates set forth below.

"CITY"
CITY OF GRASS VALLEY

By:  Dated: 6/28/2016
Jason Fouyer, Mayor

Attest:  Dated: 6/28/2016
Kristi K. Bashor, City Clerk

Approved
as to form:  Dated: 6/28/2016
~~Michael G. Celantano, City Attorney~~
Gary B. Bell, Assis. City Attorney

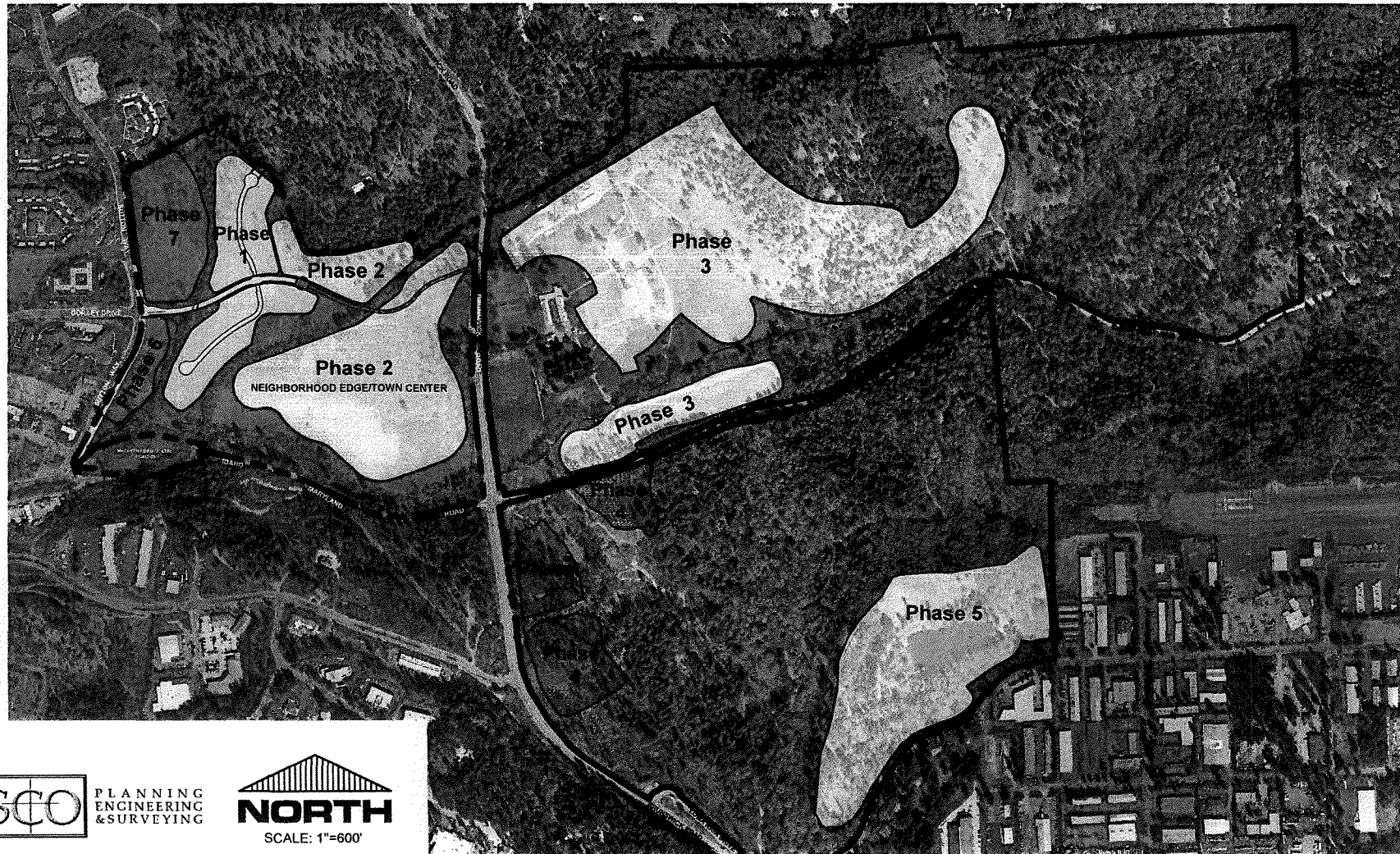
"DEVELOPER"
LOMA RICA RANCH LLC

By: _____ Dated: _____
Steve Garrett, its Authorized
Representative, Asset Manager

APPROVED AS TO FORM:

By: _____ Dated: _____
Counsel for Developer

EXHIBIT A
LOMA RICA RANCH
CONCEPTUAL PHASING EXHIBIT
March 9, 2016



PLANNING
ENGINEERING
& SURVEYING

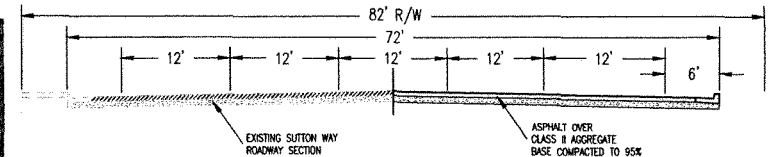
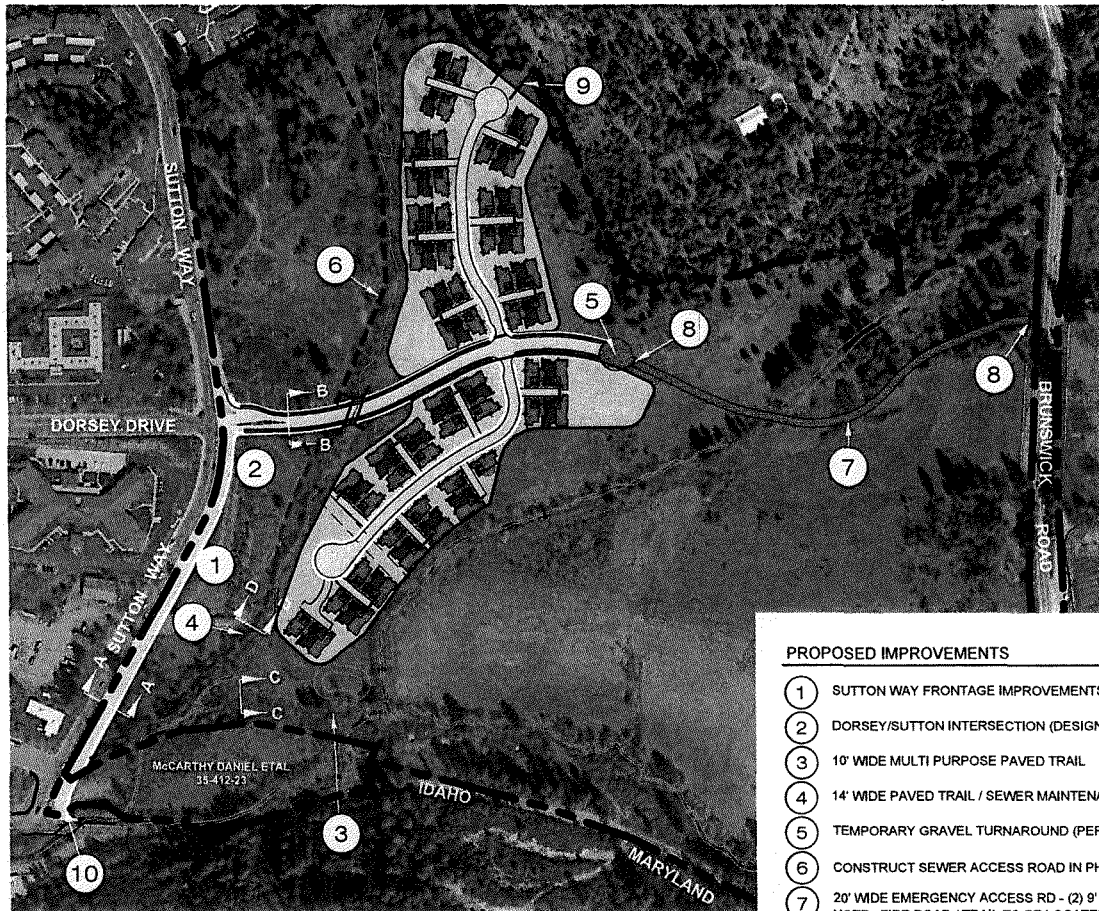


EXHIBIT B

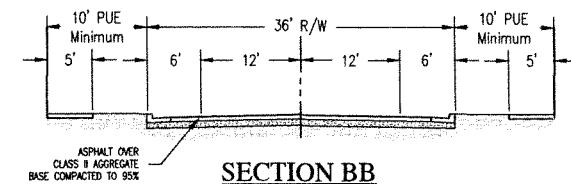
LOMA RICA RANCH

PHASE 1 - CREEKS NEIGHBORHOOD

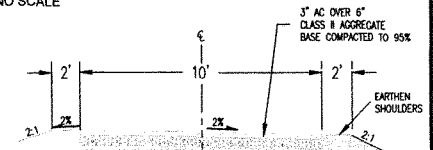
March 9, 2016



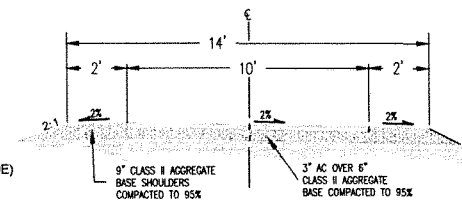
SECTION AA
NO SCALE



SECTION BB
NO SCALE



SECTION CC
NO SCALE



SECTION DD
NO SCALE

PROPOSED IMPROVEMENTS

- 1 SUTTON WAY FRONTAGE IMPROVEMENTS
- 2 DORSEY/SUTTON INTERSECTION (DESIGN TO BE DETERMINED)
- 3 10' WIDE MULTI PURPOSE PAVED TRAIL
- 4 14' WIDE PAVED TRAIL / SEWER MAINTENANCE RD. (10' AC + 2' AB SHOULDERS ON EACH SIDE)
- 5 TEMPORARY GRAVEL TURNAROUND (PER CITY STANDARDS)
- 6 CONSTRUCT SEWER ACCESS ROAD IN PHASE 7 (WHICH CAN INCLUDE PEDESTRIAN ACCESS)
- 7 20' WIDE EMERGENCY ACCESS RD - (2) 9' GRAVEL LANES WITH 1' GRAVEL SHOULDER EACH SIDE
NOTE: FIRE ROAD / TRAIL TO BE LOCATED TO MINIMIZE TREE REMOVAL
- 8 EMERGENCY ACCESS ROAD CONNECTION (PHASE 1) - INSTALL EMERGENCY ACCESS GATE
- 9 60' WIDE ACCESS EASEMENT TO BE OFFERED FOR DEDICATION
- 10 AREA OF FRONTAGE UNDER DIFFERENT OWNERSHIP. IMPROVEMENTS TO SUTTON WAY NEAR INTERSECTION MAY REQUIRE MODIFICATION BASED ON AVAILABLE RIGHT-OF-WAY.



PLANNING
ENGINEERING
& SURVEYING

