



## Staff Report

### March 12, 2019

**TO:** Honorable Mayor and Members of the Town Council  
**FROM:** Jeff Mitchell, Town Attorney  
**DATE:** March 12, 2019  
**RE:** Certification of Referendum Petitions and Actions On Ordinances 275 and 276

On January 8, 2019, the Town Council approved a suite of documents that together constituted the Town's approval of the Village at Loomis development project (the "Village Project"). On February 20, 2019, referendum petitions against Ordinances 275 and 276, which constitute portions of the Village Project approvals, were certified to contain at least the minimum number of valid signatures to meet legal requirements. The referendum petitions were examined by the Town Attorney and their forms were determined to be in substantial compliance with legal requirements. Having substantially complied in form and met all signature requirements, the petitions satisfied the legal standards for certification of sufficiency.

#### **Recommendation**

It is recommended that the Town Council review and consider the options described in this Staff Report. Now that the referendum petitions against Ordinances 275 and 276 have been certified as sufficient, the Town Council is required to reconsider the ordinances. Upon reconsideration, the Town Council has two options. The Town Council may either:

1. Repeal the ordinances in their entirety, and refrain from enacting the same ordinance again for one year (see Attachment B); or
2. Submit the ordinances to voters (see Attachment C). This submission may be either:
  - a. At the next regular municipal election not less than 88 days from the Town Council's order for an election, in this instance November 10, 2020; or
  - b. At a special election not less than 88 days from the Town Council's order for an election.

#### **Issue Statement and Discussion**

This Staff Report examines the required actions and options of the Town Council following the certification of referendum petitions as sufficient, and provides as attachments (i) the ordinance repealing Ordinances 275 and 276, or ii) the resolution that will call an election concerning Ordinances 275 and 276.

## **Background**

The Village at Loomis ("Village Project") is a planned development project in Loomis. The Village Project was approved on January 8, 2019. The approval was comprised of five resolutions and two ordinances, including Ordinance No. 275, which rezones the Village property, adopts the Preliminary Development Plan, and approves Development Standards, and Ordinance No. 276, which adopts the Development Agreement for the project.

On February 6, 2019, opponents of the Village Project submitted two referendum petitions against Ordinances 275 and 276 to the Town Clerk. To be certified as sufficient, the petitions required 450 verified, sufficient signatures, which constitutes 10 percent of registered voters in Loomis. The Town Clerk made a prima facie review of the petitions to determine whether the petitions contained the required number of signatures to be certified. On verifying that the petition relating to Ordinance 275 had 666 signatures and the petition relating to Ordinance 276 had 670 signatures, the Town Clerk accepted the petitions for filing.

The petitions were delivered to the Placer County Clerk-Recorder-Registrar of Voters ("Placer County Clerk") for signature verification on February 8, 2019. The Town Attorney reviewed the petitions for legal sufficiency on February 11, 2019, and found them to be in substantial compliance with legal requirements. On February 20, 2019, the Placer County Clerk certified that the referendum petition against Ordinance 275 contained 461 verified, sufficient signatures and the referendum petition against Ordinance 276 contained 451 verified, sufficient signatures. Because both petitions received at least 450 verified, sufficient signatures, the minimum signature requirement for certification, both petitions met requirements for certification.

## **Actions Required Following Certification of Referendum Petitions as Sufficient**

The Placer County Clerk has certified the results of its examination of the petitions, and the proponents have been notified of the sufficiency of their petitions as required by the Elections Code. The certified results of the examination are attached to this staff report (Attachment A) and are presented to the Town Council tonight (the first regular meeting of the Town Council following certification of the examination), also as required by the Elections Code.

An ordinance subject to a referendum petition is suspended once the petition is certified as sufficient. (Elec. Code §9237.) Once the referendum petition is certified, the Town Council is required to reconsider the ordinance subject to the petition. (*Id.*) The Town Council has two options when reconsidering ordinances subject to referendum petitions: the repeal of the ordinance or an election to allow voters to vote on the ordinance. (Elec. Code §9241.)

### **Repeal of the Ordinances Subject to Referendum Petitions**

The Town Council may opt to repeal the ordinances, which would then be prohibited from being enacted again for one year after the date of repeal. (Elec. Code §9241.) This prohibition does not prevent passage of ordinances on the same subject matter, but rather prevents passage of ordinances that are essentially the same as the ordinance that was repealed. (*Lindelli v. Town of Anselmo* (2003) Cal.App.4th 1099, 1109.) If the Council wishes to repeal Ordinances 275 and 276, the action tonight would be to hold the first reading of Ordinance 277 (Attachment B), which is an ordinance repealing Ordinances 275 and 276.

### **Submission to Voters of Ordinances Subject to Referendum Petitions**

If the ordinances are not repealed entirely, then the Town Council must order their submission to voters. (Elec. Code §9241.) Submission to voters must be either (1) at the next regular municipal election occurring not less than 88 days after the Town Council's order, upcoming on November 10,

2020, or (2) at a special election not less than 88 days after the Town Council's order. (Elec. Code §§9241, 1410.)

Referendum elections are not required to be held on an established election date. (Elec. Code §1002, 1003(e).) However, they must be held on a Tuesday, and cannot be held on the day of a state holiday, or the day before or after a state holiday. (Elec. Code §1100.)

Ordinances subject to election do not become effective until a majority of voters vote in their favor. (Elec. Code §9241.) An ordinance that wins the majority vote is adopted when the Town Council declares the vote, and is effective ten days after that date. (Elec. Code §9217.) If a majority of voters vote against the ordinance, it cannot be enacted by the legislative body for one year after the date of its defeat. (Elec. Code §9241.)

If the Council wishes to submit Ordinances 275 and 276 to the voters, the action would be to adopt Attachment C, a resolution calling the election. Attachment C would call the election for the first available special election date of June 18, 2019; if the Council wishes to have the election held on another available special election date, Attachment C will need to be modified to reflect that date. In the event Council decides to consolidate the election at the next regular municipal election, the resolution would need more extension revisions.

### **CEQA Requirements**

The repeal of Ordinances 275 and 276 does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment, and is exempt from CEQA. (Pub. Res. Code §21065, CEQA Guidelines §§15060(c)(2)-(3), 15061(b)(3).)

The submission of the ordinances to voters is exempt from CEQA review. (CEQA Guidelines §15378(b)(3).)

### **Financial and/or Policy Implications**

[Repeal of Ordinances 275 and 276 would have the associated costs of newspaper publishing for the ordinances' first and second readings.]

[Submission to voters as a part of the November 10, 2020 regular municipal election is estimated to cost \$6 to \$8 per registered voter.]

[The cost of conducting a special election to submit Ordinances 275 and 276 to voters is estimated to be \$6 to \$10 per registered voter.]

### **Attachments**

- A. County Clerk's Certificate of Results of Examination
- B. Ordinance 277 Repealing Ordinances 275 and 276
- C. Resolution 19-09 Ordering an Election to Consider Ordinances 275 and 276





## STATEMENT OF NUMBER OF SIGNATURES

## RECEIVED AND VERIFIED

DATE: February 20, 2019

REFERENDUM AGAINST AN ORDINANCE PASSED BY THE TOWN COUNCIL  
ORDINANCE NO. 275

I, Ryan Ronco, Clerk-Recorder-Registrar of Voters of the County of Placer, State of California, hereby certify that on February 8, 2019, 12 Books, containing 664 signatures were submitted to the Placer County Office of Elections for verification.

I also certify that the signatures were examined to determine what number of qualified electors signed the ordinance and from that examination I have determined the following facts regarding this ordinance:

- |  |     |
|--|-----|
| 1. Number unverified signatures (raw count)  | 664 |
| 2. Number of verified signatures             | 508 |
| a. Number of signatures found SUFFICIENT     | 461 |
| b. Number of signatures found NOT SUFFICIENT | 47  |
| 1. NOT SUFFICIENT because DUPLICATE          | 2   |

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal this 20<sup>th</sup> day of February.

RYAN RONCO  
Placer County  
Clerk/Recorder/Registrar of Voters

By:



Roberta Kern/Deputy



**STATEMENT OF NUMBER OF SIGNATURES**

**RECEIVED AND VERIFIED**

**DATE: February 20, 2019**

**REFERENDUM AGAINST AN ORDINANCE PASSED BY THE TOWN COUNCIL  
ORDINANCE NO. 276**

I, Ryan Ronco, Clerk-Recorder-Registrar of Voters of the County of Placer, State of California, hereby certify that on February 8, 2019, 12 Books, containing 668 signatures were submitted to the Placer County Office of Elections for verification.

I also certify that the signatures were examined to determine what number of qualified electors signed the ordinance and from that examination I have determined the following facts regarding this ordinance:

|  |     |
|--|-----|
| 1. Number unverified signatures (raw count)  | 668 |
| 2. Number of verified signatures             | 505 |
| a. Number of signatures found SUFFICIENT     | 451 |
| b. Number of signatures found NOT SUFFICIENT | 54  |
| 1. NOT SUFFICIENT because DUPLICATE          | 1   |

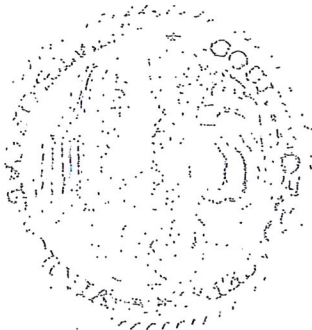
IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal this 20<sup>th</sup> day of February.

**RYAN RONCO**  
Placer County  
Clerk/Recorder/Registrar of Voters

By: \_\_\_\_\_

*Roberta Kern*

**Roberta Kern/Deputy**



# TOWN OF LOOMIS

## ORDINANCE NO. 277

### AN ORDINANCE OF THE LOOMIS TOWN COUNCIL REPEALING ORDINANCES 275 AND 276 RELATED TO THE VILLAGE AT LOOMIS DEVELOPMENT PROJECT

The Town Council of the Town of Loomis does hereby ordain as follows:

#### Section 1. Purpose and Authority.

The purpose of this Ordinance is to repeal Ordinances 275 and 276 in response to the referendum petitions submitted on February 6, 2019, and certified by the Town Council of the Town of Loomis on this day.

#### Section 2. Findings.

A. On January 8, 2019, the Town Council adopted Ordinances 275 and 276 related to the Village at Loomis development project; and

B. February 6, 2019, referendum petitions were submitted to the Town Clerk against Ordinances 275 and 276; and

C. on February 20, 2019, the Placer County Clerk-Recorder-Registrar of Voters ("Placer County Clerk") certified that the referendum petitions against Ordinance 275 contained 461 verified, sufficient signatures and the referendum petitions against Ordinance 276 contained 451 verified, sufficient signatures; and

D. California Elections Code Section 9241 requires that a legislative body receiving a certified referendum petition either repeal the ordinance against which the petition was filed, or submit the ordinance to the voters, either at the next regular municipal election occurring not less than 88 days after the order of the legislative body, or at a special election called for that purpose, not less than 88 days after the order of the legislative body.

#### Section 2. Certification of Petitions.

The petitions against Ordinances 275 and 276 submitted February 6, 2019, and found to be sufficient by the Placer County Clerk on February 20, 2019, are hereby certified.

#### Section 3. Environmental Review.

The adoption of this ordinance, repealing Ordinances 275 and 276, does not constitute the approval of a project under CEQA, will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment, and is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c),(2),(3); 15061(b)(3).)

Section 4. Repeal of Ordinances 275 and 276.

Ordinances 275 and 276 are hereby repealed.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the ordinance. The Town Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional on their face or as applied.

Section 6. Effective Date and Publication.

This Ordinance shall take effect on the date of its final passage by the Town Council pursuant to Elections Code Section 9245, and Government Code section 36937(a). In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

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PASSED AND ADOPTED this \_\_\_\_ day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Tim Onderko, Mayor

Attest:

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Charleen Stock, Town Clerk

## **TOWN OF LOOMIS**

### **RESOLUTION NO. 19 - 09**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS CERTIFYING THE SUFFICIENCY OF REFERENDUM PETITIONS AGAINST TOWN OF LOOMIS ORDINANCES 275 AND 276; CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL ELECTION ON TUESDAY, JUNE 18, 2019 TO SUBMIT MEASURES TO CONSIDER ORDINANCE 275 AND ORDINANCE 276; REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE; AUTHORIZING THE TOWN COUNCIL TO PREPARE A WRITTEN ARGUMENT IN SUPPORT OF THE MEASURES; DIRECTING THE TOWN ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURES; AND REQUESTING ELECTION SERVICES BY THE PLACER COUNTY CLERK**

**WHEREAS**, on January 8, 2019, the Town Council adopted Ordinances 275 and 276 related to the Village at Loomis development project; and

**WHEREAS**, February 6, 2019, referendum petitions were submitted to the Town Clerk against Ordinances 275 and 276; and

**WHEREAS**, on February 20, 2019, the Placer County Clerk-Recorder-Registrar of Voters ("Placer County Clerk") certified that the referendum petitions against Ordinance 275 contained 461 verified, sufficient signatures and the referendum petitions against Ordinance 276 contained 451 verified, sufficient signatures; and

**WHEREAS**, California Elections Code Section 9241 requires that a legislative body receiving a certified referendum petition either repeal the ordinance against which the petition was filed, or submit the ordinance to the voters, either at the next regular municipal election occurring not less than 88 days after the order of the legislative body, or at a special election called for that purpose, not less than 88 days after the order of the legislative body; and

**WHEREAS**, the submittal of an ordinance to a vote of the electorate is exempt from California Environmental Quality Act (CEQA) review (CEQA Guidelines Section 15378(b)(3)); and

**WHEREAS**, under the provisions of California Elections Code Section 1000 *et seq.*, a special election can be called within the Town of Loomis on June 18, 2019, for the purpose of submitting a measure to consider an ordinance subject to referendum.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Loomis as follows:

Section 1. That the petitions against Ordinances 275 and 276 submitted February 6, 2019, and found to be sufficient by the Placer County Clerk on February 20, 2019, are hereby certified.

Section 2. That under the provisions of the Elections Code, there is called and



ordered to be held in the Town of Loomis, California, on Tuesday, June 18, 2019 a special municipal election for the purpose of submitting measures to consider Ordinances 275 and 276.

Section 2. The Town Council hereby orders that the following questions be submitted to the voters in the Town of Loomis, California on Tuesday, June 18, 2019 (the "Measures"):

|  |               |
|--|---------------|
| <b>Town of Loomis Ordinance 275</b><br>Shall Ordinance 275, which rezones the Village at Loomis property, adopts a Preliminary Development Plan, and approves Development Standards for the project, be adopted? | Yes<br><br>No |
| <b>Town of Loomis Ordinance 276</b><br>Shall Ordinance 276, which approves a Development Agreement for the Village at Loomis project, be adopted?  | Yes<br><br>No |

Section 3. The text of Ordinances 275 and 276 are attached as Exhibits A and B.

Section 4. In lieu of printing the full text of Ordinances 275 or 276 on the ballot, or the voter information portion of the sample ballot, the following legend shall be printed immediately below the impartial analysis of the measure (and may be amended as required by the Placer County Clerk):

"The above statement is an impartial analysis of Town of Loomis Ordinances 275 and 276. If you desire a copy of the ordinance(s), please access the Town of Loomis website at: <http://www.loomis.ca.gov>, or call the Loomis Town Clerk at (916) 652-1840 and a copy will be provided at no cost to you."

Section 5. Pursuant to California Elections Code section 9282, on behalf of the Town Council, the Mayor is hereby authorized to prepare a written argument in favor of the Measures, not to exceed three hundred (300) words each. At the Mayor's discretion, the arguments may also be signed by members of the Town Council or a bona fide association of citizens, or by individual voters who are eligible to vote on the Measures. In the event that an argument is filed against the Measures, the Mayor is also authorized to prepare rebuttal argument(s) on behalf of the Town Council, which may also be signed by members of the Town Council or bona fide association of citizens, or by individual voters who are eligible to vote on the Measures.

Section 6. Pursuant to California Elections Code section 9280, the Town Council hereby directs the Town Clerk to transmit a certified copy of the Measures to the Town Attorney. The Town Attorney shall prepare an impartial analysis of the Measures, each not to exceed five hundred (500) words in length, showing the effect of the Measures on the existing law and the operation of the Measures, and transmit the impartial analyses to the Placer County Clerk.

Section 7. Pursuant to California Election Code section 9285, when the Town Clerk has selected the arguments for and against the Measures, which will be printed and distributed to the voters, the Town Clerk is directed to send copies of the arguments in favor of the Measures

to the authors of the arguments against, and copies of the arguments against to the authors of the arguments in favor.

Section 8. That pursuant to the requirements of Elections Code Section 10403, the Town of Loomis requests the Board of Supervisors of Placer County consolidate the special municipal election with any election contests that may be held on June 18, 2019.

Section 9. That the Placer County Clerk is authorized to canvass the returns of the special municipal election.

Section 10. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 11. That the Town of Loomis agrees to reimburse the Placer County Clerk for actual costs accrued for each Election.

Section 12. That the Town Clerk is directed to file a certified copy of this resolution with the Board of Supervisors and the Placer County Clerk.

**PASSED AND ADOPTED** by the Town Council of the Town of Loomis this 12<sup>th</sup> day of March, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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Tim Onderko, Mayor

ATTEST:

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Charleen Strock, Town Clerk





**TOWN OF LOOMIS  
ORDINANCE NO. 275**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE LOOMIS APPROVING THE  
REZONING AN APPROXIMATELY 66.5 ACRE SITE TO PLANNED DEVELOPMENT,  
ESTABLISHING PD-01, AND APPROVING A PRELIMINARY DEVELOPMENT PLAN  
AND DEVELOPMENT STANDARDS FOR THE VILLAGE AT LOOMIS PROJECT**

WHEREAS, the Village Project proposes the rezoning of the Project site to Planned Development (PD) and the adoption of a Preliminary Development Plan and Development Standards for the Project, all as authorized by Chapter 13.29 of the Loomis Municipal Code; and

WHEREAS, on April 25, 2018, the Loomis Planning Commission held duly noticed public hearings at which the Planning Commission received public testimony concerning the Village Project and voted to recommend denial of the Village Project; and

WHEREAS, concurrent with its consideration of this resolution, the Town Council adopted Resolution 19-01, certifying the Environmental Impact Report for the Village at Loomis Project (the "Village Project" or "Project") and adopting Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Plan for the Project; and

WHEREAS, concurrent with its consideration of this resolution, the Town Council adopted Resolution 19-02, approving changes to the General Plan land use designations for portions of the Village Project and approving changes to certain applicable development standards; and

WHEREAS, in accordance with Government Code Section 65856 and the Loomis Zoning Ordinance, the Town Council conducted a duly noticed public hearing on the Village Project, at which time at which testimony from the public, staff, and the applicant was received; and

WHEREAS, the proposed rezoning of the Project site, the proposed Preliminary Development Plan, and the proposed Development Standards for the Village Project, as presented to the Town Council on this date, are hereby incorporated by reference.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOOMIS DOES HEREBY ORDAIN AS FOLLOWS:

**Section 1. Record.**

The Record of Proceedings ("Record") upon which the Town Council bases its decision regarding this Resolution includes, but is not limited to: (1) all staff report, Town files and records and other documents prepared for and/or submitted to the Planning Commission and Town Council relating to the Village at Loomis Project, (2) the Town General Plan; (3) the Final Environmental Impact Report (FEIR) for the Village at Loomis Project; (4) all documentary and oral evidence received at public hearings or submitted to the Town relating to the Village at Loomis Project; (5) all matters of common knowledge to the Town Council and the Town, including, but not limited to, Town, State, and federal laws, policies, rules and regulations, reports, records and projections related to development in the Town and surrounding areas.

The location of the custodian of the Record is the Planning Director of the Town of Loomis, 3665 Taylor Road, Loomis, CA 95650.

Section 2. Findings. In support of the actions set forth in Section 3 of this Resolution, the Town Council hereby makes the following findings based on the Record:

A. Rezoning of Village Project Site to Planned Development.

1. The proposed rezoning is consistent with the Loomis General Plan.
2. The proposed rezoning would not be detrimental to the public interest, health, safety, convenience, or welfare of the town.
3. The affected site is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designation and proposed or anticipated uses and/or development.
4. The Village at Loomis Planned Development District is hereby established, to be identified as PD-01.

B. Adoption of Village Project Preliminary Development Plan and Development Standards.

1. The proposed Village at Loomis Project is consistent with the Loomis General Plan as revised by the Loomis Town Council Resolution 19-02.
2. The proposed Village at Loomis Project is consistent with the Loomis Zoning Ordinance except as modified within the Villages Preliminary Development Plan and its revised Development Standards.
3. The modifications of the development standards set forth in the Preliminary Development Plan and Development Standards are necessary and appropriate to accommodate the superior design of the Project, its compatibility with adjacent land uses, and mitigation of identified environmental impacts.
4. The design of the residences, neighborhoods, streets and parks within the Village at Loomis Project shall be consistent with the Village at Loomis Design Guidelines adopted by Town Council Resolution 19-03.
5. The proposed Village at Loomis Project can be adequately and reasonably served by public facilities, services and utilities.
6. The location, size, planning concepts, design features, and operating characteristics of the Village at Loomis Project are and will be compatible with the character of the site, and the land uses and development intended for the surrounding neighborhood by the General Plan.
7. The Village at Loomis Project site is adequate as to size, shape, topography and circumstances.
8. The establishment, maintenance, and operation of the Village at Loomis Project would not be detrimental to the health, safety, or general welfare of persons residing or working

in the neighborhood of the proposed use, or detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the Town of Loomis.

Section 3. Actions.

A. Rezoning to Planned Development. The Town Council hereby amends the Loomis Zoning Map from the existing zoning designations within the Village at Loomis Project Site to the Planned Development District (PD) Zone as presented to the Town Council on this date and on file with the Town Planning Department. The Village at Loomis Planned Development District is hereby established as PD-01.

B. Adoption of Village Preliminary Development Plan and Development Standards. The Town Council hereby approves the Village at Loomis Preliminary Development Plan and Development Standards as presented to the Town Council on this date and on file with the Town Planning Department.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the ordinance. The Town Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional on their face or as applied.

Section 5. Effective Date and Publication.

This Ordinance shall take effect 30 days after its adoption, and within 15 days following its passage the Town Clerk shall cause this Ordinance to be published once in the Loomis News, a newspaper of general circulation.

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PASSED AND ADOPTED this 8<sup>th</sup> day of January, 2019, by the following roll call vote:


AYES: Baker, Clark-Crets, Morillas, Onderko  
NOES: Duncan  
ABSENT: None  
ABSTAINED: None



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Tim Onderko, Mayor

ATTEST:

  
Charleen Strock, Town Clerk



# THE VILLAGE AT LOOMIS

## REZONE EXHIBIT

### TOWN OF LOOMIS, CALIFORNIA

OCTOBER 2018

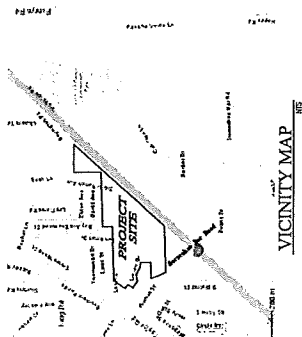
**LEGEND**

PROJECT BOUNDARY  
ADJACENT EXISTING LOT LINES  
R/W - EXISTING  
PARCEL LINES - EXISTING

**TIA**  
ENGINEERING & PLANNING  
10000 N. 10TH AVENUE, SUITE 100  
DENVER, CO 80231  
TEL: 303.733.1100  
WWW.TIA-ENGINEERING.COM

## EXISTING ZONING

## PROPOSED ZONING



**VICINITY MAP**

### EXISTING ZONING

| ZONE                           | ACREAGE      |
|--------------------------------|--------------|
| Single Family Residential RS-5 | 23.5±        |
| Single Family Residential RS-7 | 0.1±         |
| General Commercial CG          | 29.7±        |
| Central Commercial CC          | 5.3±         |
| Office Commercial CO           | 7.9±         |
| <b>TOTALS</b>                  | <b>66.5±</b> |

1" = 100' (NOT TO SCALE)

### PROPOSED ZONING

| ZONE                     | ACREAGE      |
|--------------------------|--------------|
| Planned Development (PD) | 66.5±        |
| <b>TOTALS</b>            | <b>66.5±</b> |



0 100 200 400











## **The Village at Loomis**

Planned Development  
Specific Development Plan

October 2018



# Village at Loomis Planned Development

## Specific Development Plan for PD Areas 1, 2 and 3

The Village at Loomis Planned Development (VLPD or Village) is a proposed mixed-use community with residential, mixed use, commercial, office, park and open space uses.

### 1. PD Boundaries

The VLPD includes 66.5± gross acres encompassing thirteen parcels: 043-080-007, -008, -015, -044; 043-092-036 and -037; 043-100-025 and -027, 044-094-001, -004, -005, -006 and -010; as shown on Figure 1.

### 2. Location

The 66.5±-acre Village is located northwest of the Interstate-80 (I-80)/Horseshoe Bar Road interchange in the Town of Loomis. The site is bounded by Laird Street on the northwest, the Sun Knoll, Day Avenue and Silver Ranch neighborhoods on the north, I-80 on the south and east and Horseshoe Bar on the west. King Road is located north of the site.

The site is located north of the Raley's Shopping Center and abuts Laird Street, Sun Knoll Drive, Day Avenue and Silver Ranch neighborhoods. The Laird Street and Sun Knoll Drive neighborhoods along the site's north boundary include half-plex residential units built in the 1970s. The Day Avenue and Silver Ranch neighborhoods are comprised of single-family residential units and were built in the 1960s and 1990s, respectively.

### 3. Village at Loomis Land Use Concept

The Village is a planned pedestrian-oriented, mixed use, infill development designed as a village with commercial, mixed use, residential, parks and open space uses. The Village land uses would consist of 251 single-family dwelling units, 117 multi-family dwelling units, 44,000 square feet (sf) of commercial, a mixed use component consisting of 12,000 sf of commercial/office uses and thirteen residential units, parks, trails and open space and circulation improvements.

As a mixed-use enclave within a short walk of downtown, The Village would introduce uses and a residential population that will energize the downtown and place residents in close proximity to commercial, office, public and park and open uses. Commercial, mixed-use (commercial/office) and park uses proposed in The Village around the Loomis Library & Community Learning Center would create a transition from the downtown to the project.

Figure 1 | Village at Loomis Planned Development Parcels



The Village implements the Town General Plan Housing Element goals of providing a variety of housing types and meeting regional housing obligations. Five residential housing types in the Village would expand the range of housing choices and densities available in the Town without creating land use incompatibilities that could occur if the uses were proposed at other locations in the Town.

The planned overall density and intensity of The Village project is significantly reduced from the vision of the project described in the 1992 Loomis Town Center Master Plan and less than what could be constructed under the site's existing General Plan and Zoning designations. The reduction of intensity associated with The Village would result in fewer vehicle trips in the downtown area.

As an infill opportunity, The Village implements policy guidance from the Horseshoe Bar/King Road/I-80 Specific Plan (1989), Loomis Town Center Master Plan (TCMP) (1992), and the Town General Plan. The Village also implements portions of the Town's Trails Master Plan and Bicycle Transportation Plan. Improvements are planned consistent with the Circulation Element that would serve The Village and improve the overall circulation in the downtown core area. In addition to meeting the goals and objectives of the Town General Plan, The Village meets the goals and objectives of the Sacramento Area Council of Government Sustainable Community Strategy.

#### 4. Land Use Plan

The VLPD consists of eight land use areas known as districts. The Village land use plan is shown in Figure 2 and summarized on Table 1.

**Table 1**  
**Village at Loomis Planned Development**  
**Land Use Summary**

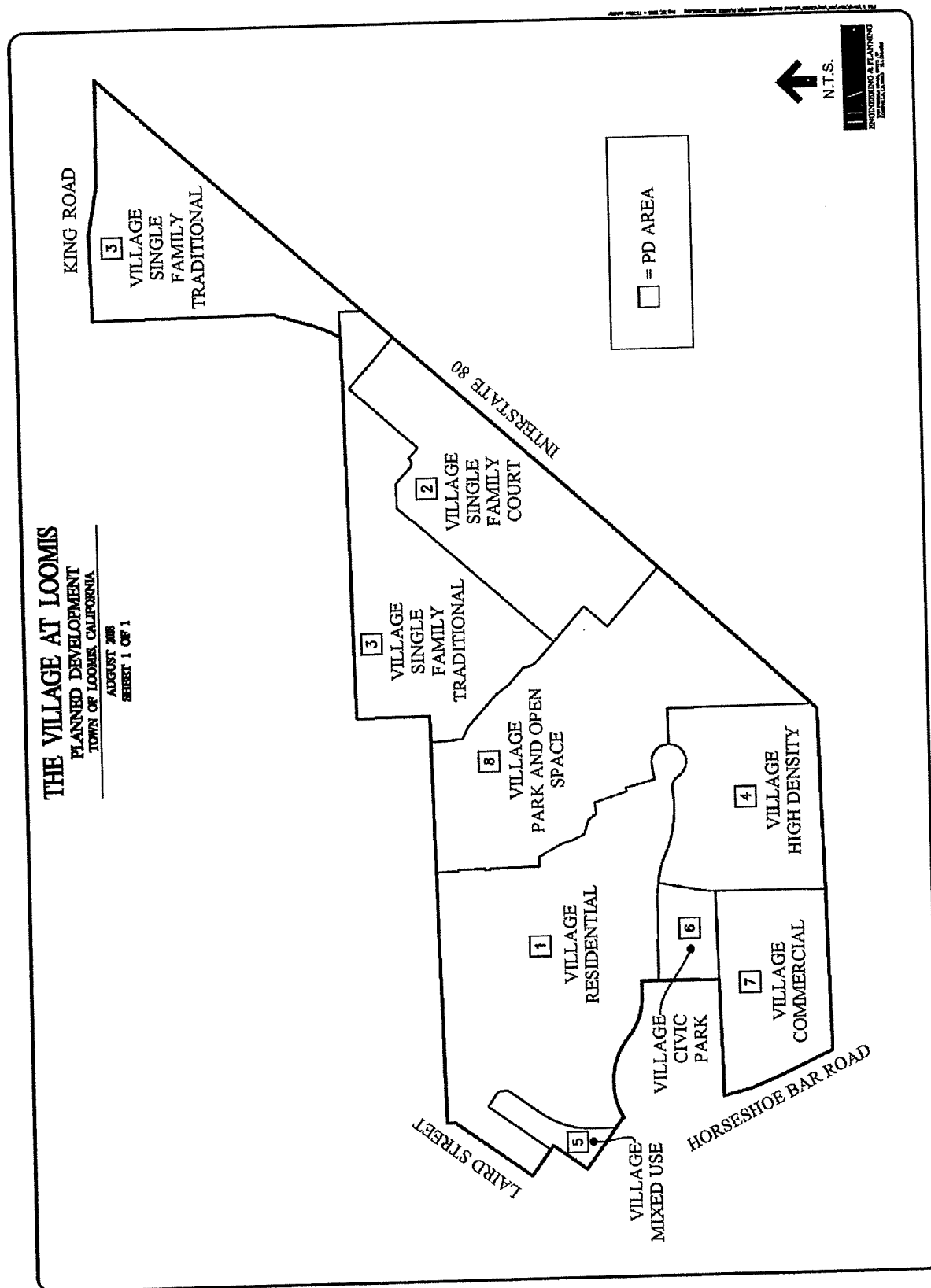
| PD Land Use Designation           | PD Area | Gross Acres <sup>1</sup> | Units | Density           | Non-Residential Square Footage |
|-----------------------------------|---------|--------------------------|-------|-------------------|--------------------------------|
| Village Residential               | 1       | 14.5                     | 113   | 7.8               |                                |
| Village Single Family Green Court | 2       | 9.8                      | 64    | 6.5               |                                |
| Village Single Family Traditional | 3       | 16.1                     | 74    | 4.6               |                                |
| Village High Density              | 4       | 6.6                      | 117   | 24.9 <sup>2</sup> |                                |
| Village Mixed Use                 | 5       | 0.8                      | 13    | 16.3              | 12,000 sf commercial           |
| Village Civic Park                | 6       | 1.3                      |       |                   |                                |
| Village Commercial                | 7       | 4.9                      |       |                   | 44,000 sf commercial           |
| Village Park and Open Space       | 8       | 12.5                     |       |                   |                                |
| Total                             |         | 66.5±                    | 381   |                   |                                |

1 Gross acreage includes roadways, parks, open space and detention areas.

2 Village High Density site net density is 24.9 units/ acres (117 units/4.69 net acres).

With the exception of Village Civic Park (PD Area 6), the land use areas shown on PD land use plan (Figure 2) include park, detention and open space areas within residential parcels as shown on The Village Tentative Map.

Figure 2 | PD Land Use Plan



## 5. Planned Development Zone – Two-Step Implementation

Consistent with Section 13.29.030 of the Zoning Code, the PD district is established in two steps: the Preliminary Development Plan and the Specific Development Plan.

**Preliminary Development Plan (PDP).** Section 13.29.050 of the Zoning Code outlines the requirements for the PDP. The Village at Loomis Preliminary Development Plan (PDP) is dated February 2018.

**Specific Development Plan (SDP).** Section 13.29.080 of the Zoning Code outlines the requirements for the SDP. The SDP provides additional detail regarding the project, including sizes and arrangement of structures, site design, circulation and project design features. The Zoning Code requires that a SDP shall be presented to the Planning Commission with an application for development and/or prior to the approval and recordation of the Final Map.

This Special Development Plan (SDP) addresses three PD Areas:

- PD Area 1: Village Residential
- PD Area 2: Village Single Family Court
- PD Area 3: Village Single Family Traditional

The overall PDP area and the three areas included in this SDP are shown in Figures 3 to 6.

The remaining portions of the VLPD including PD Areas 4, 5, 6, 7 and 8 (Village High Density, Village Mixed Use, Village Civic Park, Village Commercial, Village Park and Open Space), will require separate application(s) in the future to complete the SPD requirements of the PD zone.

Figure 3 | PDP and SDP Areas

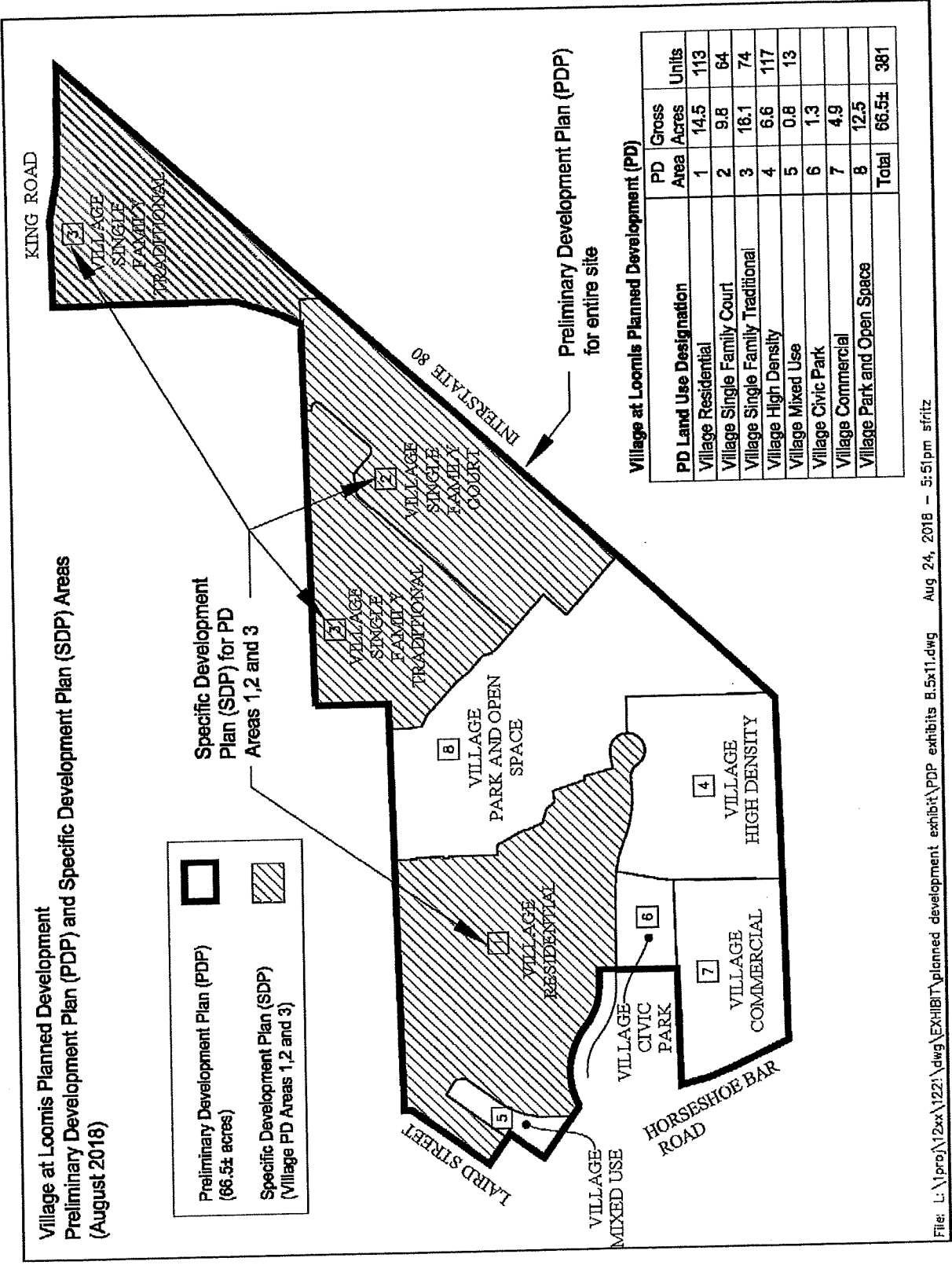


Figure 4 | Special Development Plan – PD Area 1  
Village Residential

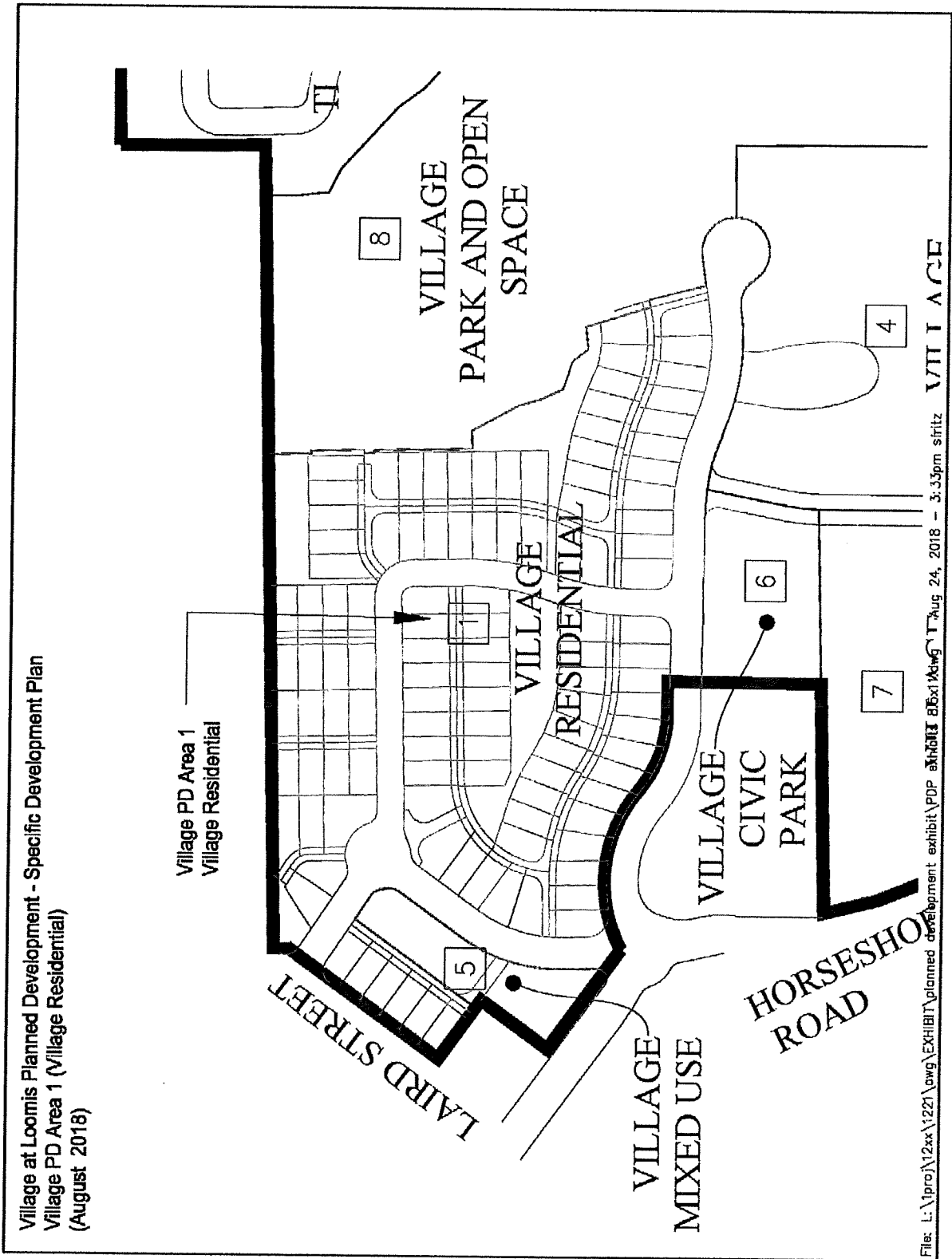


Figure 5 | Special Development Plan – PD Area 2  
Village Single Family Court

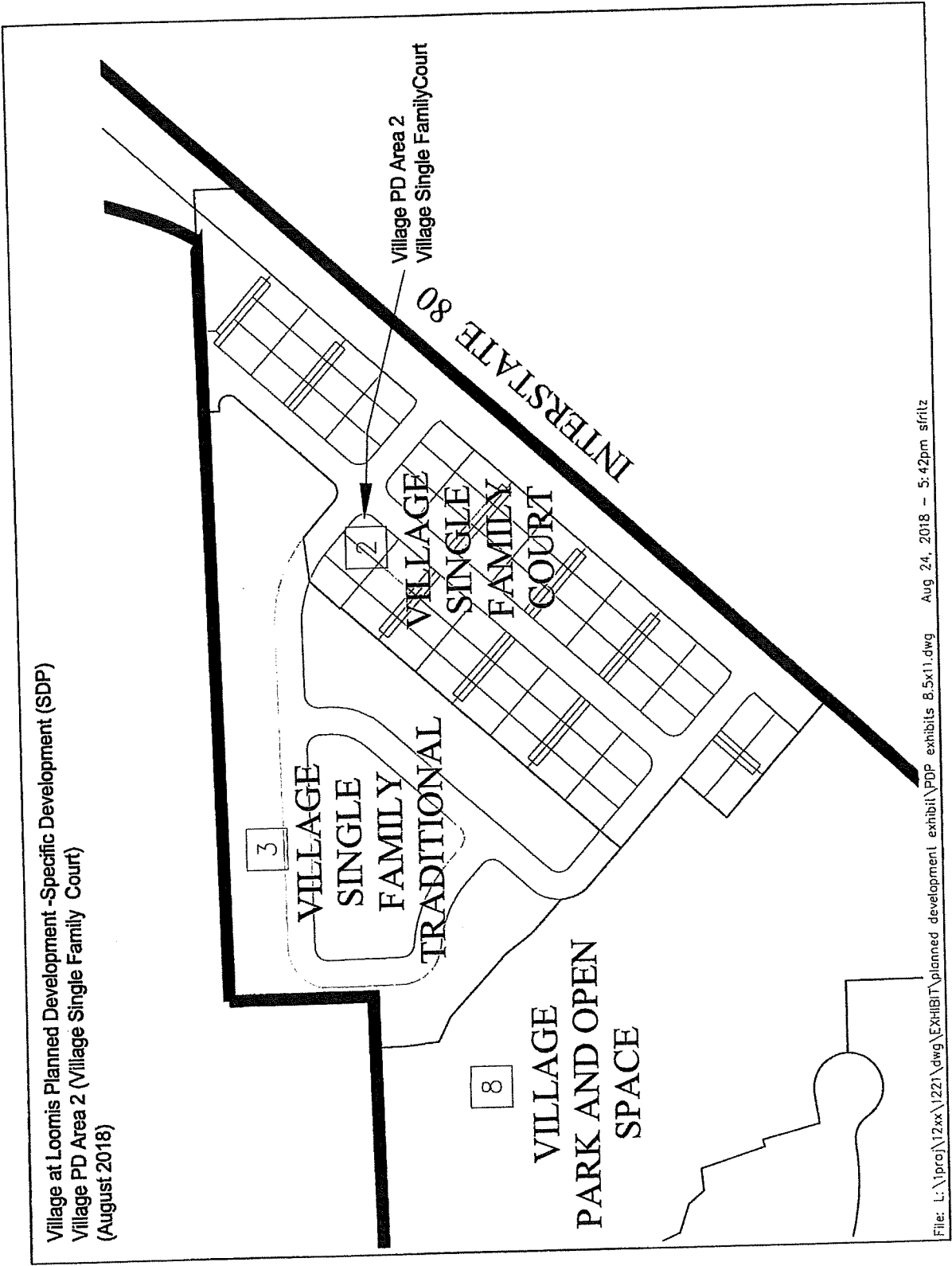
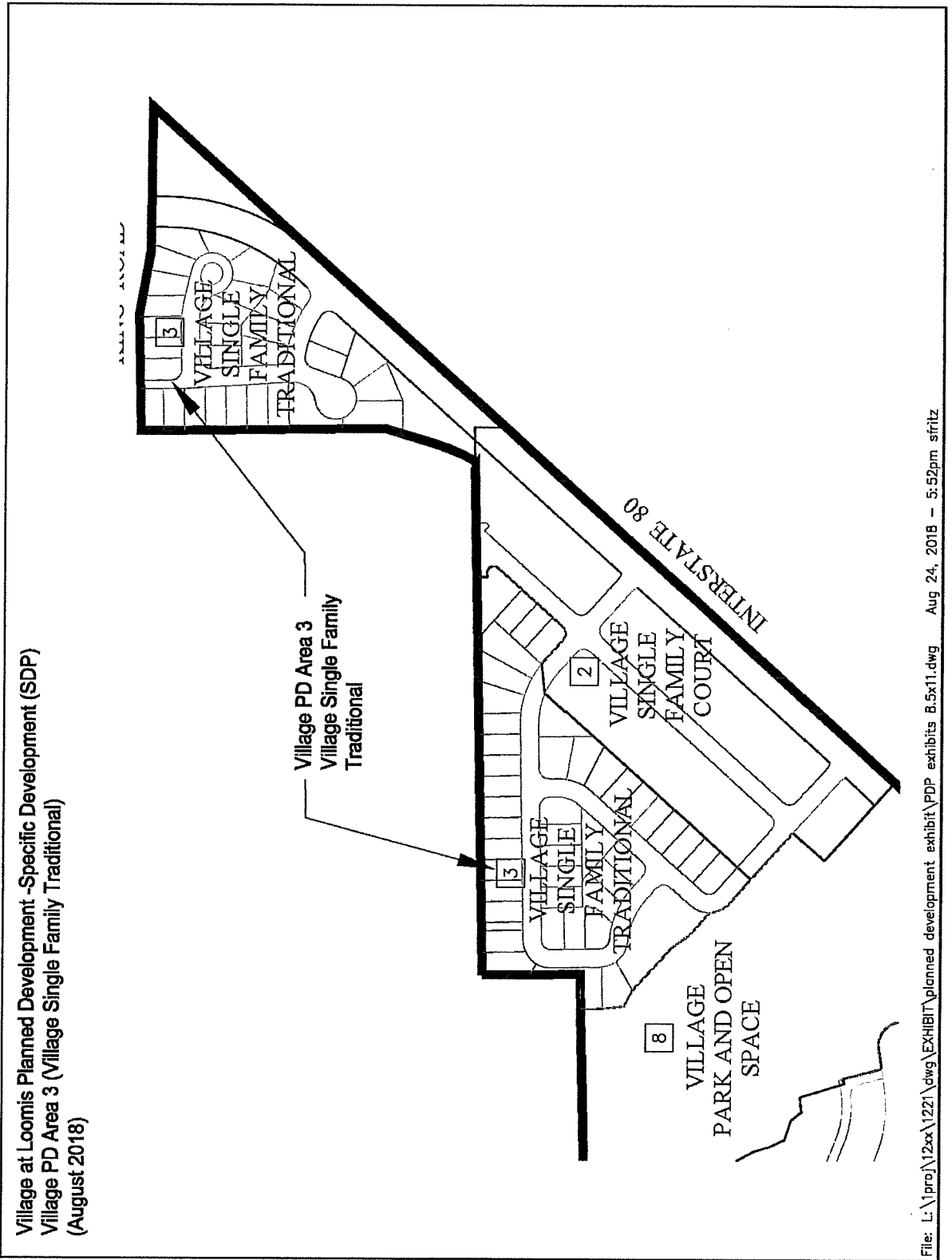


Figure 6 | Special Development Plan – PD Area 3  
Village Single Family Traditional





## 6. Specific Development Plan (SDP) Components

Section 13.29.080 of the Zoning Code outlines the requirements for the SDP. The required components of the SDP are addressed as listed below:

| <b>SDP Requirements<br/>Zoning Code Section 13.29.080</b>   | <b>SDP for PD Areas 1, 2, 3<br/>Information Components</b>  |
|---|---|
| 1. <i>The boundaries of the specific development plan.</i>  | The boundaries of the Specific Development Plan are shown on Figures 3-6 of this SDP.   |
| 2. <i>The size and location of all public utility easements.</i>  | The size and location of public utility easements are shown on The Village Tentative Map.   |
| 3. <i>The location and width of all streets, sidewalks, bike trails, pedestrian paths, or other areas used for the conveyance of vehicular, pedestrian, bicycle, equestrian or other traffic.</i> | The circulation system for the VLPD is shown on The Village Tentative Map. The Tentative Map identifies location of streets and sidewalks. The locations of pedestrian paths and trails are shown in The Village EIR.                                       |
| 4. <i>The typical location of individual residential structures and the location of multi-family, business commercial or other structures.</i>  | The VLPD land use plan is described in Section 3 of the PDP and in Section 4 and shown on Figure 2 of this SPD. Lotting plans for residential areas are shown on The Village Tentative Map.   |
| 5. <i>The number of units per gross acre.</i>   | The number of units per gross acre for each PD Area is shown in Table 1 of The Village PDP.   |
| 6. <i>The general landscaping features.</i>   | Landscaping features are described in Section 2 of The Village Design Guidelines (Appendix B of the PDP).   |
| 7. <i>The location and size of any proposed park or recreational area, and an indication of whether or not the same is to be publicly or privately owned.</i>                                     | The central open space area is identified on the VLPD Land Use Plan (Figure 2) of this SDP. Open space and park areas are identified on The Village Tentative Map.  |
| 8. <i>The location of any public facilities, including but not limited to fire stations, school sites, utility substations or other facilities.</i>   | Public facilities, including open space and parks are shown The Village Tentative Map.  |
| 9. <i>The location of parking areas.</i>  | Parking requirements are described in The Village Development Standards (Section 7 and Appendix A of the PDP).  |
| 10. <i>The location and screening of refuse disposal areas.</i>   | Locations and screening of refuse disposal areas are subject to the requirements of Zoning Code Section 13.30.100. PD Areas 1, 2, and 3 are single-family residential villages and refuse disposal will be managed with refuse totes and curb-side pick-up. |
| 11. <i>Major points of vehicular access to and from multi-family, business and commercial structures.</i>   | The circulation system for the VLPD is shown on The Village Tentative Map.  |
| 12. <i>The location and size of all fencing or screening.</i>   | Fencing and screening of refuse disposal areas is subject to the requirements of Zoning Code Section 13.30.040. Screening is addressed in Section 2 of The Village Design Guidelines (Appendix B of the PDP).   |
| 13. <i>A designation of the use of all open space, whether publicly or privately owned, and the person or group responsible for its maintenance.</i>  | The central open space area is identified on the VLPD Land Use Plan (Figure 2) of this SDP. The open space will be public. The Village Development Agreement addresses maintenance of public improvements, including open space.                            |

|   |   |
|---|---|
| <i>14. The location and size of and proposed signs, exclusive of traffic-control and street signs.</i>                  | Consistent with the VLPD Design Standards, signs shall be located and sized consistent with Zoning Code Section 13.38 (Signs).  |
| <i>15. Contour lines at intervals designated by the town engineer.</i>  | Contour lines for the site are identified on The Village Tentative Map.   |
| <i>16. Such other and further information as the planning department or the planning commission may deem necessary.</i> | Information required by the Planning Department has been included in the PDP, SDP, Design Guidelines, Development Standards, Tentative Map and Development Agreement. |



## **The Village at Loomis**

Planned Development  
Preliminary Development Plan

October 2018



# Village at Loomis

## Planned Development

### Preliminary Development Plan

The Village at Loomis Planned Development (VLPD or Village) is a proposed mixed-use community with residential, mixed use, commercial, office, park and open space uses.

#### 1. PD Boundaries

The VLPD includes 66.5± gross acres encompassing thirteen parcels: 043-080-007, -008, -015, -044; 043-092-036 and -037; 043-100-025 and -027, 044-094-001, -004, -005, -006 and -010; as shown on Figure 1.

Figure 1 | Village at Loomis Planned Development Parcels



## **2. Location**

The 66.5±-acre Village is located northwest of the Interstate-80 (I-80)/Horseshoe Bar Road interchange in the Town of Loomis. The site is bounded by Laird Street on the northwest, the Sun Knoll, Day Avenue and Silver Ranch neighborhoods on the north, I-80 on the south and east and Horseshoe Bar on the west. King Road is located north of the site.

The site is located north of the Raley's Shopping Center and abuts Laird Street, Sun Knoll Drive, Day Avenue and Silver Ranch neighborhoods. The Laird Street and Sun Knoll Drive neighborhoods along the site's north boundary include half-plex residential units built in the 1970s. The Day Avenue and Silver Ranch neighborhoods are comprised of single-family residential units and were built in the 1960s and 1990s, respectively.

## **3. Village at Loomis Land Use Concept**

The Village is a planned pedestrian-oriented, mixed use, infill development designed as a village with commercial, mixed-use, residential, parks and open space uses. The Village land uses would consist of 251 single-family dwelling units, 117 multi-family dwelling units, 44,000 square feet (sf) of commercial, a mixed use component consisting of 12,000 sf of commercial/office uses and 13 residential units, parks, trails and open space and circulation improvements.

As a mixed-use enclave within a short walk of downtown, The Village would introduce uses and a residential population that will energize the downtown and place residents in close proximity to commercial, public and park and open uses. Commercial, mixed-use (commercial/office) and park uses proposed in The Village around the Loomis Library & Community Learning Center would create a transition from the downtown to the project.

The Village implements the Town General Plan Housing Element goals of providing a variety of housing types and meeting regional housing obligations. Five residential housing types in the Village would expand the range of housing choices and densities available in the Town without creating land use incompatibilities that could occur if the uses were proposed at other locations in the Town.

The planned overall density and intensity of The Village project is significantly reduced from the vision of the project described in the 1992 Loomis Town Center Master Plan and less than what could be constructed under the site's existing General Plan and Zoning designations. The reduction of intensity associated with The Village would result in fewer vehicle trips in the downtown area.

As an infill opportunity, The Village implements policy guidance from the Horseshoe Bar/King Road/I-80 Specific Plan (1989), Loomis Town Center Master Plan (TCMP) (1992), and the Town General Plan. The Village also implements portions of the Town's Trails Master Plan and Bicycle Transportation Plan. Improvements are planned consistent with the Circulation Element that would serve The Village and improve the overall circulation in the downtown core area. In addition to meeting the goals and objectives of the Town General Plan, The Village meets the goals and objectives of the Sacramento Area Council of Government Sustainable Community Strategy.

#### **4. Planned Development (PD) Planning Tool**

The Village at Loomis is planned as a Planned Development (PD), consistent with the Town's Planned Development (PD) Ordinance (Zoning Code Section 13.29). The purpose of the PD zoning district is to provide a zoning tool for greater creativity and flexibility in project design than would otherwise be available under the strict application of the Town's zoning districts and subdivision ordinance.

The PD zoning district is the appropriate zone for The Village project because The Village is a creative and innovative project on a large site (66.5± acres) and because implementation of proposed project requires flexibility in development standards. The proposed project includes eight land use types, including three single-family residential housing types, each with unique development standards.

The compact residential housing types (courts, row houses) proposed require specific development standards (e.g. lot widths, setbacks, parking, etc.) to accommodate the unique design of housing types and the alley-loaded orientation of units. Existing development standards for the Town's Single Family Residential (RS) zoning district do not accommodate the design of the proposed alley-loaded and row homes. Rather than amend the Zoning Code and vary from development standards, a more efficient process is the use of PD zoning to allow the project to comply with applicable zoning provisions as well as those customized for the VLPD. The PD zoning also provides a tool to impose additional requirements on land uses.

## 5. Land Use Plan

The VLPD consists of eight land use areas known as districts. The Village land use plan is shown in Figure 2 and summarized on Table 1. Figure 3 is an illustrative land use plan of the VLPD.

**Table 1**  
**Village at Loomis Planned Development**  
**Land Use Summary**

| PD Land Use Designation           | PD Area | Gross Acres <sup>1</sup> | Units | Density           | Non-Residential Square Footage |
|-----------------------------------|---------|--------------------------|-------|-------------------|--------------------------------|
| Village Residential               | 1       | 14.5                     | 113   | 7.8               |                                |
| Village Single Family Court       | 2       | 9.8                      | 64    | 6.5               |                                |
| Village Single Family Traditional | 3       | 16.1                     | 74    | 4.6               |                                |
| Village High Density              | 4       | 6.6                      | 117   | 24.9 <sup>2</sup> |                                |
| Village Mixed Use                 | 5       | 0.8                      | 13    | 16.3              | 12,000 sf commercial           |
| Village Civic Park                | 6       | 1.3                      |       |                   |                                |
| Village Commercial                | 7       | 4.9                      |       |                   | 44,000 sf commercial           |
| Village Park and Open Space       | 8       | 12.5                     |       |                   |                                |
| Total                             |         | 66.5±                    | 381   |                   |                                |

1 Gross acreage includes roadways, parks, open space and detention areas.

2 Village High Density site net density is 24.9 units/ acres (117 units/4.69 net acres).

With the exception of Village Civic Park (PD Area 6), the land use areas shown on PD land use plan (Figure 2) include park, detention and open space areas within residential parcels as shown on The Village Tentative Map.

## 6. Permitted and Conditionally-Permitted Uses

Uses permitted and conditionally-permitted uses in the VLPD are listed in Table 2.

**Table 2**  
**Permitted and Conditionally-Permitted Uses**

| PD Map Area | PD Land Use Designation           | Permitted and Conditionally-Permitted Uses   |
|-------------|-----------------------------------|--|
| 1           | Village Residential               | As set forth in Section 13.24.030, Table 2-2, RM District                                      |
| 2           | Village Single Family Court       | As set forth in Section 13.24.030, Table 2-2, RM District                                      |
| 3           | Village Single Family Traditional | As set forth in Section 13.24.030, Table 2-2, RS District                                      |
| 4           | Village High Density              | As set forth in Section 13.24.030, Table 2-2, RH District                                      |
| 5           | Village Mixed Use                 | As set forth in Section 13.26.030, Table 2-6, CC District                                      |
| 6           | Village Civic Park                | Permitted uses: open space, public parks and playgrounds (including park facilities), drainage |
| 7           | Village Commercial                | As set forth in Section 13.26.030, Table 2-6, CC District                                      |
| 8           | Village Park and Open Space       | Permitted uses: open space, public parks and playgrounds (including park facilities), drainage |

**THE VILLAGE AT LOOMIS**  
**PLANNED DEVELOPMENT**  
**TOWN OF LOOMIS, CALIFORNIA**

AUGUST 2018  
 SHEET 1 OF 1

KING ROAD

INTERSTATE 80

HORSESHOE BAR ROAD

LAIRD STREET

1 VILLAGE RESIDENTIAL

2 VILLAGE SINGLE FAMILY COURT

3 VILLAGE SINGLE FAMILY TRADITIONAL

3 VILLAGE SINGLE FAMILY TRADITIONAL

4 VILLAGE HIGH DENSITY

5 VILLAGE MIXED USE

6 VILLAGE CIVIC PARK

7 VILLAGE COMMERCIAL

8 VILLAGE PARK AND OPEN SPACE

□ = PD AREA

N.T.S.

ENGINEERING & PLANNING  
 CONSULTING & DESIGN



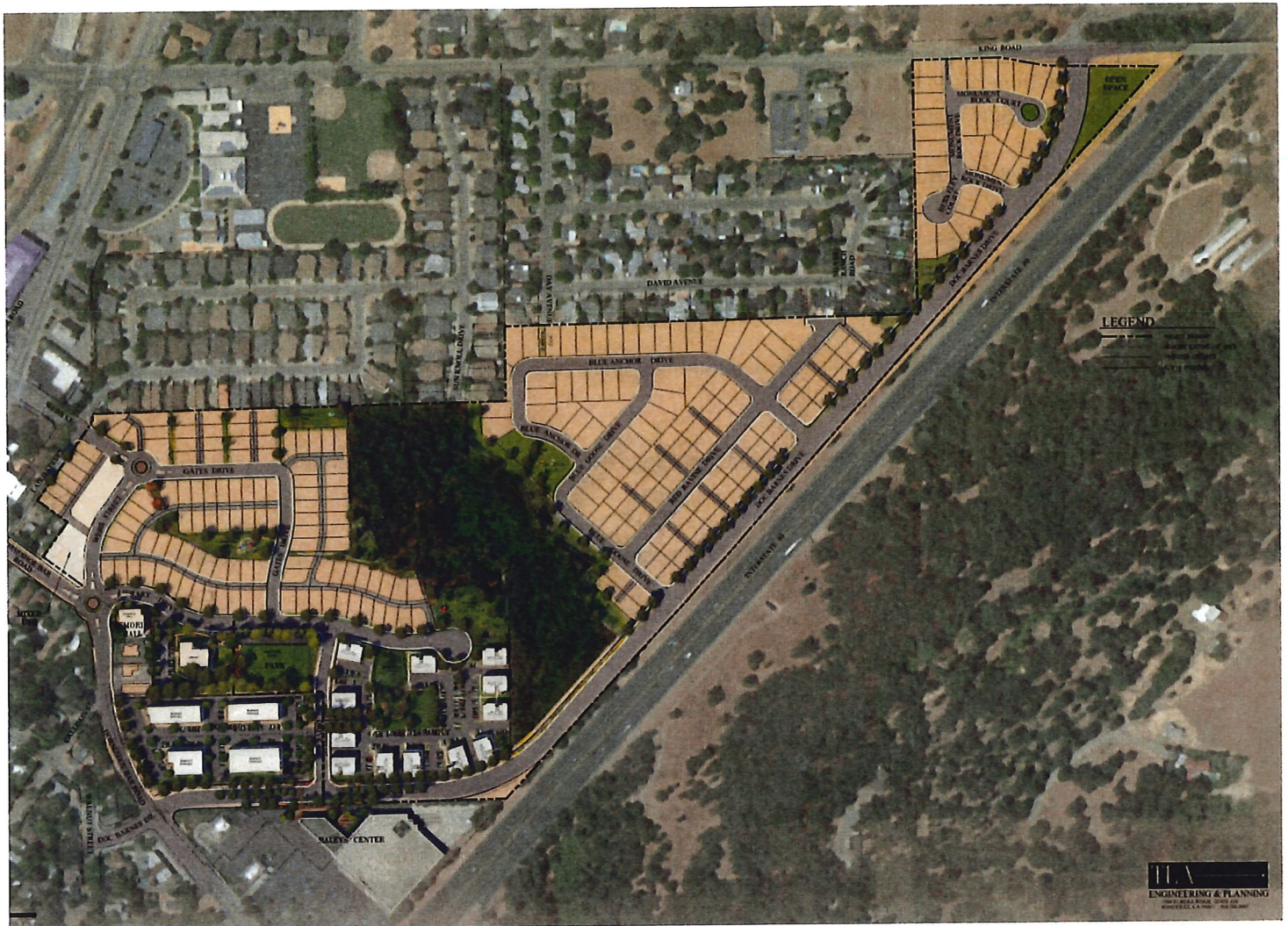


Figure 3 | Illustrative Land Use Plan

## 7. Development Standards

Uses within the VLPD are subject to development standards contained in Exhibit A. Development standards for residential uses are listed in Table A-1 and Mixed Use and Commercial uses in Table A-2. Development standards unique to each use within the PD are also listed. Where standards are not listed in this PD, standards in the Town of Loomis Zoning Code shall apply.

## 8. Design Guidelines

Uses within the VLPD are subject to the requirements of The Village at Loomis Design Guidelines, as may be amended, (Village Design Guidelines) (August 2018) contained in Exhibit B.

The Design Guidelines address the following:

- **Landscape Design** – overall landscaping theme, design principles, landscape elements, planting and irrigation design, streetlights, walls and fences; neighborhood elements such as street trees, planting, project entries.
- **Residential Design** – overall design elements of each residential architectural style (form, massing, colors, styles), physical framework.
- **Commercial Design** – design elements for Village Mixed Use and Village Commercial uses including key building characteristics and design descriptions.

The Village Design Guidelines document is a companion document to the development standards described in Section 7.

## 9. Design Review

Design Review approval is required for all uses within the VLPD, consistent with Zoning Code Section 13.62.040. Design review is intended to ensure that the design of the proposed development is consistent with the character of the community and The Village Design Guidelines. Design review shall be conducted by the Planning Commission for any project that requires the approval of a use permit or variance, and by the Planning Director for any project that requires a minor use permit, minor variance, zoning clearance, or subdivision approval for five or more parcels.

## 10. Planned Development Zone – Two-Step Implementation

Consistent with Section 13.29.030 of the Zoning Code, the PD district is established in two steps: the Preliminary Development Plan and the Specific Development Plan.

**Preliminary Development Plan (PDP).** Section 13.29.050 of the Zoning Code outlines the requirements for the PDP. The required components of the PDP are addressed as listed below:

| <b>PDP Requirements<br/>Zoning Code Section 13.29.050</b>   | <b>The Village PDP<br/>Information Components</b>  |
|---|--|
| 1. <i>Maps or drawings which may be schematic in form.</i>  | The Village boundary is shown on Figure 1, The Village Land Use Plan is shown in Figure 2, and the Illustrative Land Use Plan is shown in Figure 3. The Village Tentative Map illustrates the lotting, circulation plan, utility plans and grading/drainage plans.                 |
| 2. <i>All interior property lines.</i>  | Property lines are shown on The Village Tentative Map.   |
| 3. <i>Land use, existing and proposed.</i>  | Existing land uses are described in The Village Environmental Impact Report (EIR). Proposed land uses are described in Section 5 and shown on Figure 2. Permitted and conditionally-permitted uses are listed in Section 6.  |
| 4. <i>Location and size of existing streets and location of proposed circulation system.</i>  | The proposed circulation network is shown on The Village Tentative Map. The circulation system in the project vicinity is described in The Village EIR.  |
| 5. <i>Name(s) of the owner, developer and consultant.</i>   | The owner and developer of The Village project is The Village at Loomis, LLC.  |
| 6. <i>Public uses, including schools, parks, recreational areas and other open space, and method of maintaining public open space.</i>            | Park and open space uses are shown on the land use plan (Figure 2) and on The Village Tentative Map. Maintenance of public improvements, including open space, is addressed in The Village at Loomis Development Agreement.  |
| 7. <i>The use and general description of each different type of structure or building.</i>  | Proposed land uses are described in Section 5 and the land use plan is shown on Figure 2. Permitted and conditionally-permitted uses are listed in Section 6.  |
| 8. <i>Written explanation of the nature of the proposed development and any deviations from regulations otherwise applicable to the property.</i> | The Village project is described in Section 3 and application of the Planned Development (PD) planning tool for The Village is described in Section 4. Development standards and design guidelines specific to The Village are contained in Sections 7 and 8 and Exhibits A and B. |
| 9. <i>Generalized topography and proposed changes.</i>  | The topography of the site is depicted in The Village at Loomis Tentative Map. Proposed changes to the topography are shown on the Tentative Map and described in The Village EIR.   |
| 10. <i>Utilities, existing and proposed, serving the area.</i>  | Existing and proposed utilities serving the area are shown on The Village at Loomis Tentative Map and described in The Village EIR.  |
| 11. <i>Vegetation and proposed changes.</i>   | Existing vegetation and proposed changes to vegetation are described in The Village EIR.   |
| 12. <i>Proposed sequence and schedule, or phasing, or development.</i>  | The Village is proposed in phases consistent with the phasing plans contained in The Village at Loomis Development Agreement.  |

**Specific Development Plan (SDP).** Section 13.29.080 of the Zoning Code outlines the requirements for the SDP. The SDP provides additional detail regarding the project, including sizes and arrangement of structures, site design, circulation and project design features. A SDP shall be presented to the Planning Commission with an application for development and/or prior to the approval and recordation of the Final Map.

The SPD requirements are satisfied for VLPD PD Areas 1, 2, and 3 with the information contained in the Special Development Plan for The Village Areas 1, 2 and 3 and The Village Tentative Map (August 2018).

VLPD PD Areas 4, 5, 6, 7 and 8 (Village High Density, Village Mixed Use, Village Civic Park, Village Commercial, Village Park and Open Space) will require separate application(s) in the future to complete the SPD requirements of the PD zone.

**Exhibit A**  
**Village at Loomis Planned Development**  
**Development Standards**

**Table A-1**  
**Residential Development Standards**

| PD Area                    | 1   | 2  | 3   | 4   |
|----------------------------|---|--|---|---|
| PD Land Use Designation    | Village Residential   | Village Single Family Court                        | Village Single Family Traditional                                     | Village High Density  |
| <b>Lot Size (Min)</b>      |   |  |   |   |
| Area                       | 3,500 sf  | 3,500 sf   | 5,000 sf  | 10,000 sf   |
| Width                      | 40 feet   | 47 feet  | 50 feet   | 60 feet   |
| Depth                      | 86 feet   | 76 feet  | 90 feet   | 100 feet  |
| <b>Residential Density</b> | 7.8 du/ac max   | 6.5 du/ac max                                      | 4.6 du/ac max   | 20 (min) – 25 (max) du/ac   |
| <b>Setbacks (Min)</b>      | Municipal Section 13.30.110 for exceptions to these requirements.                                 |  |   |   |
| Front                      | Street to porch – 5 ft<br>Street to living – 10 ft<br>Mew to porch – 0 ft<br>Mew to living – 5 ft | To living – 5 ft<br>To garage – 18 ft              | To living – 10 ft<br>To garage – 18 ft                                | From roadways on north, west and south – 10 feet  |
| Side – Interior (each)     | 5 feet  | 5 feet one side;<br>4 feet one side                | 5 feet  | 15 feet min between buildings; 5 feet to parking along open space (PD Area 8)   |
| Side – Corner              | 5 feet  | 7.5 feet   | 10 feet   | 10 feet   |
| Rear                       | From alley to garage – 4 feet   | 10 feet  | 20 feet along David Avenue and Silver Ranch Avenue; 15 feet otherwise | 10 feet   |
| <b>Lot Coverage (Max)</b>  | Maximum percentage of total lot area that may be covered by structures.                           |  |   |   |
|                            | 55%   | 55%  | 55%   | 65%   |
| <b>Height (Max)</b>        | Municipal Code Section 13.30.050 for height measurement requirements and height limit exceptions. |  |   |   |
| Maximum Height             | 35 feet,<br>two (2) stories   | 35 feet,<br>two (2) stories                        | 35 feet,<br>two (2) stories   | 40 feet,<br>three (3) stories   |
| <b>Landscaping</b>         | Village at Loomis Design Guidelines, Chapter 3.   |  |   |   |
| <b>Parking</b>             | Municipal Code Section 13.36 (Parking and Loading)  | Municipal Code Section 13.36 (Parking and Loading) | Municipal Code Section 13.36 (Parking and Loading)                    | Two spaces per unit, plus one additional space for each bedroom over 3, plus two guest spaces per ten units.            |
| <b>Parking Stalls</b>      | Dimensions: 18' x 9' (standard) and 16' x 8' (compact).   | Municipal Code Section 13.36 (Parking and Loading) | Municipal Code Section 13.36 (Parking and Loading)                    | Dimensions: 18' x 9' (standard) and 16' x 8' (compact). One third of required spaces may be sized for compact vehicles. |
| <b>Signs</b>               | Municipal Code Section 13.38 (Signs)  |  |   |   |

**Exhibit A**  
**Village at Loomis Planned Development**  
**Development Standards**

**Table A-2**  
**Mixed Use and Commercial Development Standards**

| <b>PD Area</b>                      | <b>5</b>   | <b>7</b>  |
|-------------------------------------|--|---|
| <b>PD Land Use Designation</b>      | <b>Village Mixed Use</b>   | <b>Village Commercial</b>   |
|                                     |  |   |
| <b>Lot Size (Min)</b>               |  |   |
| Area                                | 5,000 sf   | 5,000 sf  |
| Width, depth                        | Determined by the review authority through the subdivision process.  | Determined by the review authority through the subdivision process. |
| <b>Residential Density</b>          | 15-20 du/ac  | 15 du/ac  |
| <b>Setbacks (Min)</b>               | Municipal Section 13.30.110 for exceptions to these requirements.  |   |
| Front                               | 10 feet  | 10 feet   |
| Side – Interior (each)              | Adjacent to residential parcel– 15 feet.<br>None otherwise.  | None  |
| Side – Corner                       | 10 feet  | 10 feet   |
| Rear                                | Same as side.  | Same as side.   |
| <b>Floor Area Ratio (FAR) (Max)</b> | 0.80   | 0.60  |
| <b>Lot Coverage (Max)</b>           | Maximum percentage of total lot area that may be covered by structures.  |   |
|                                     | 60%  | 60%   |
| <b>Height (Max)</b>                 | Municipal Code Section 13.30.050 for height measurement requirements and height limit exceptions.                          |   |
| Maximum Height                      | 40 feet  | 40 feet   |
| <b>Landscaping</b>                  | Village at Loomis Design Guidelines, Chapter 4.  |   |
| <b>Parking</b>                      | Municipal Code Section 13.36<br>(Parking and Loading)  | Municipal Code Section 13.36<br>(Parking and Loading)               |
| <b>Parking Stalls</b>               | Dimensions: 18' x 9' (standard) and 16' x 8' (compact).<br>One third of required spaces may be sized for compact vehicles. |   |
| <b>Signs</b>                        | Municipal Code Section 13.38 (Signs)   |   |



## Exhibit A

### Village at Loomis Planned Development Development Standards

#### Village Residential (PD Area 1)

**Paseo Design.** Village Residential units front on a street (e.g. Gates Drive, Library Drive, or Laird Street) or a paseo. A paseo is a landscaped walkway located between the fronts of facing units. Paseos shall be a minimum of 20 feet in width and there shall be a minimum of 30 feet between the fronts of units on each facing the paseo.

**Lotting Design and Use Easements.** The Village Residential District requires a minimum of five-foot (5') side yard setbacks on each side of the unit, which creates a ten-foot (10') space between units.

Use easements will be utilized for the Village Residential District units to create private space in the ten-foot space between units. For example, for two adjacent lots (Lots A and B), the use easement would allow Lot A to use the side yard of a neighboring Lot B. The owner of Lot B granting the use easement retains the right to maintain the property encumbered by the easement. The conceptual designs of Village Residential paseos and use easements are shown on Figure A-1.

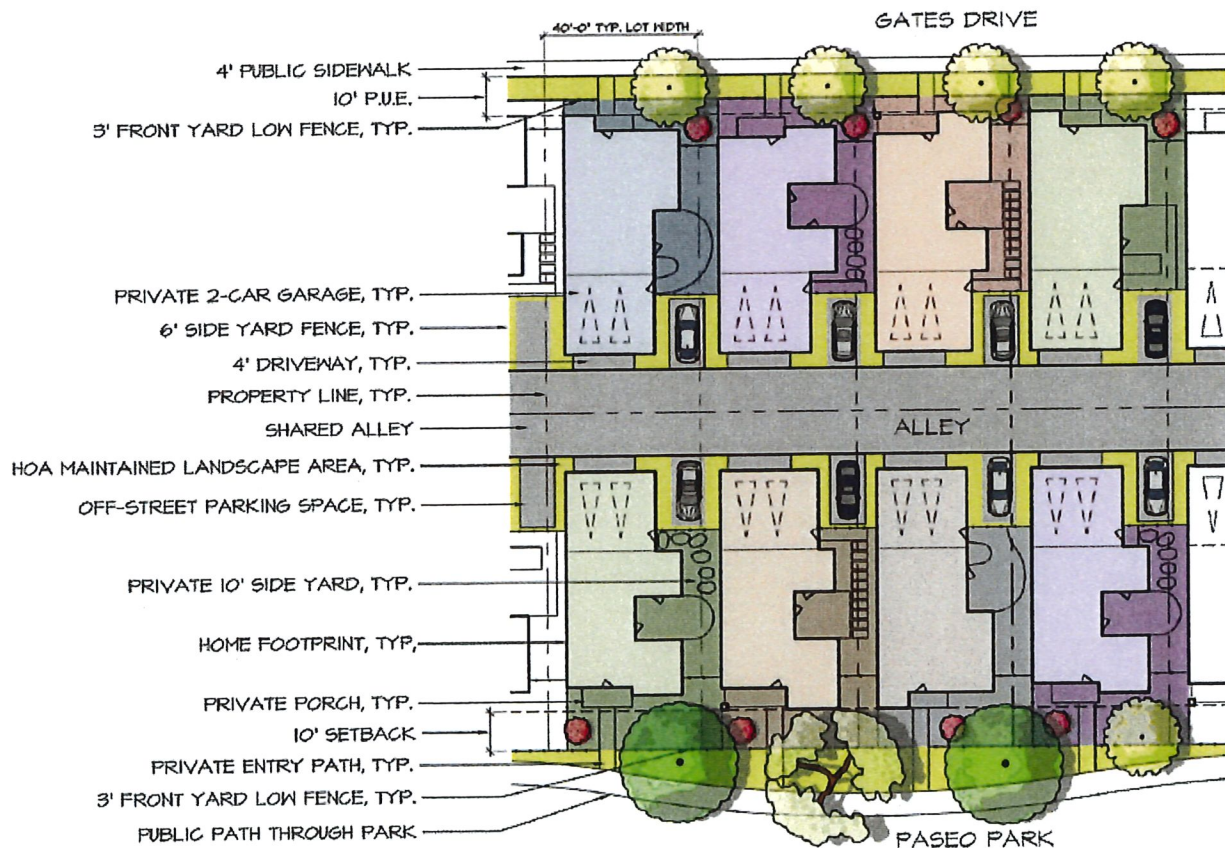


Figure A-1 | Village Residential Lot Design

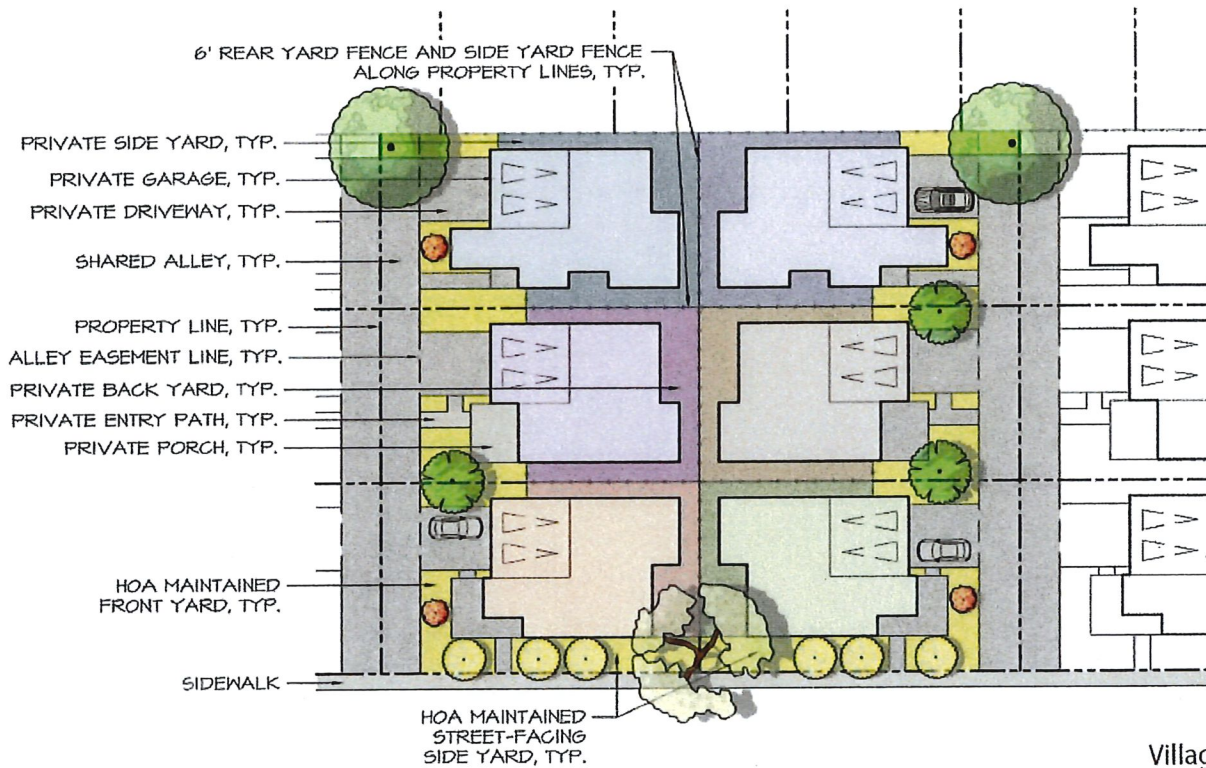
**Parking.** In addition to two covered parking spaces per unit in located in garages, one additional off-street, uncovered parking space shall be provided with each lot.

**Expanded Side Yard Setback.** A 10-foot (10') side yard setback shall apply to the units on the north edge of the Village Residential District, south of residential units on Laird Street. The setback area shall be landscaped with trees.



## Village Court (PD Area 2)

**Lotting Design.** Village Court homes are small lot, traditional design single-family residential units, with driveways and garages in the front and private side and rear yards. Several homes front directly onto the street. The other configuration is a cluster of six units, with the homes facing each other and sharing a private access to the driveways and garages. The lot design for this configuration of Village Court lots is shown on Figure A-2.



Village Court

Figure A-2 | Village Court Lot Design

### **Village Single Family Traditional (PD Area 3)**

---

**Single Story Design Limitation to Create Neighborhood Interface.** In the Village Single Family Traditional District, single-family residential units proposed adjacent to Sun Knoll Drive, David Avenue and Silver Ranch Avenue shall be limited to single-story units.

## Village High Density Residential (PD Area 4)

**Conceptual Site Plan.** A conceptual site plan for the Village High Density Residential site is shown in Figure A-3.



Figure A-3 | Village High Density Conceptual Site Plan

**Universal Design.** Universal design features shall be offered in ground floor units. Universal design features increase accessibility of units for all populations. Universal design offerings could include such features as wider doors and hallways, step-free entrances, open plan designs, and accessible bathroom and kitchen fixtures, etc.

**Open Space.** Common open space shall be provided consistent with Municipal Code Section 13.42.250.F.1 (Table 4-3). Private open space required in PD Area 4 shall be a minimum of 40 square feet per unit. The review authority may allow required open space to be in different locations and/or with different dimensions where it determines that the alternative approach will provide open space of equivalent utility and aesthetic quality.



## Village Civic Park (PD Area 6)

**Civic Park Design.** Civic Park shall include a lawn area sized to accommodate U-10 soccer field and outdoor features such as a small stage space and lawn for outdoor events, a rocks and rope playground and multi-purpose hardscape and landscaped spaces to accommodate programs. The park design shall relate to the adjacent Loomis Library and Memorial Hall. A conceptual plan for the Civic Park Design is shown in Figure A-4.



Figure A-4 | Civic Park Conceptual Plan

## **Trails and Pedestrian Features**

**Trail Gateway at Sun Knoll Drive.** At the southern terminus of Sun Knoll Drive, improvements shall be constructed to transition to the trail within the open space area (PD Area 8). Improvements shall include bollards and landscaping (trees) at the end of Sun Knoll Drive and railings for pedestrians to access the trail, as shown in Figure A-5.



**Figure A-5 | Trail Gateway at Southern Terminus of Sun Knoll Drive**

**Phased Paths and Trails to Create Connectivity.** The design of bike and pedestrian paths and trails shall be phased to provide connectivity to adjacent trails. Bike and pedestrian paths and trails shall be routed to avoid conflicts with vehicle circulation.

**Amenities Along Open Space Trail.** The on-site trail network through the open space area shall include trail amenities such as interpretive signage, par course stations, and benches.



**Doc Barnes Drive/Gates Drive Pedestrian Connection to Raley's Center.** The Doc Barnes Drive/Gates Drive intersection shall include pedestrian and bicycle improvements to connect the Village at Loomis south to the existing Raley's commercial center including left turn bike boxes, enhanced paving, bike lanes, pedestrian crosswalks, pedestrian refuges at medians, as shown on Figure A-6.

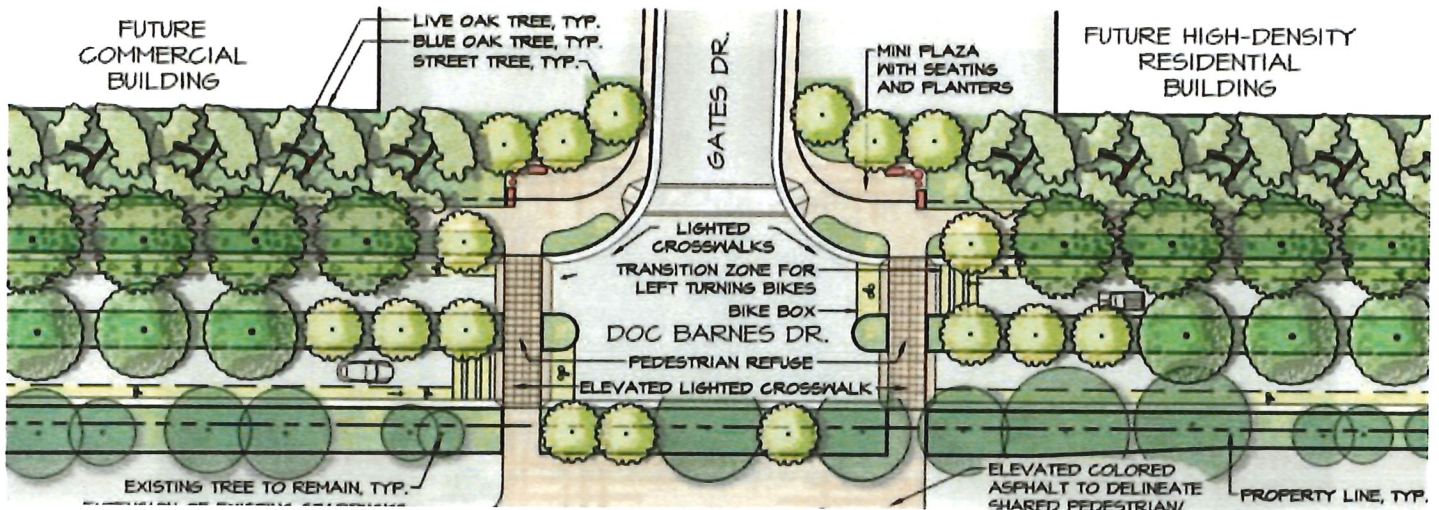


Figure A-6 | Doc Barnes Drive/Gates Drive Pedestrian Improvements

**Multi-Use Trail Along Doc Barnes Drive.** An eight-foot paved trail is planned within the landscape corridor along Doc Barnes Drive, as shown on Figure A-7.

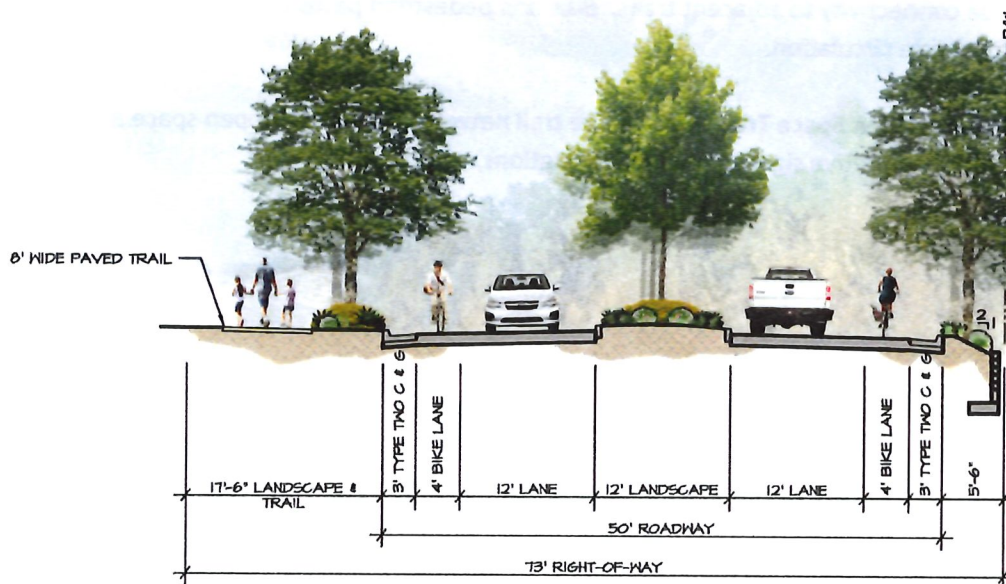
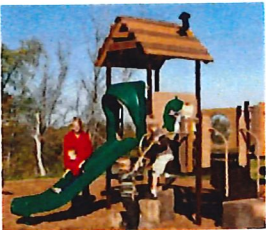


Figure A-7 | Doc Barnes Drive Multi-Use Trail



# Conceptual Park Designs



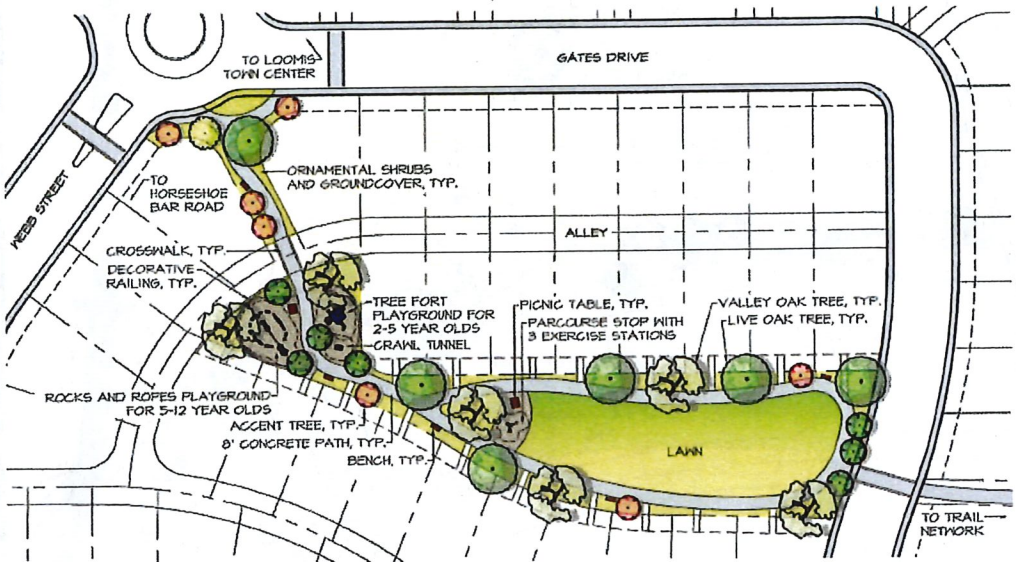
Tree Fort Playground



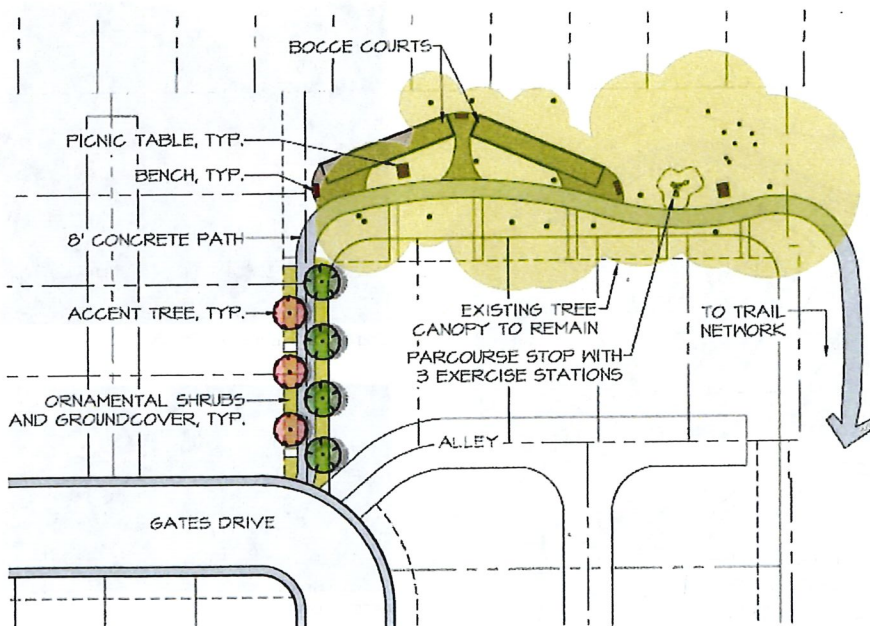
Rocks and Ropes Playground



Crawl Tunnel



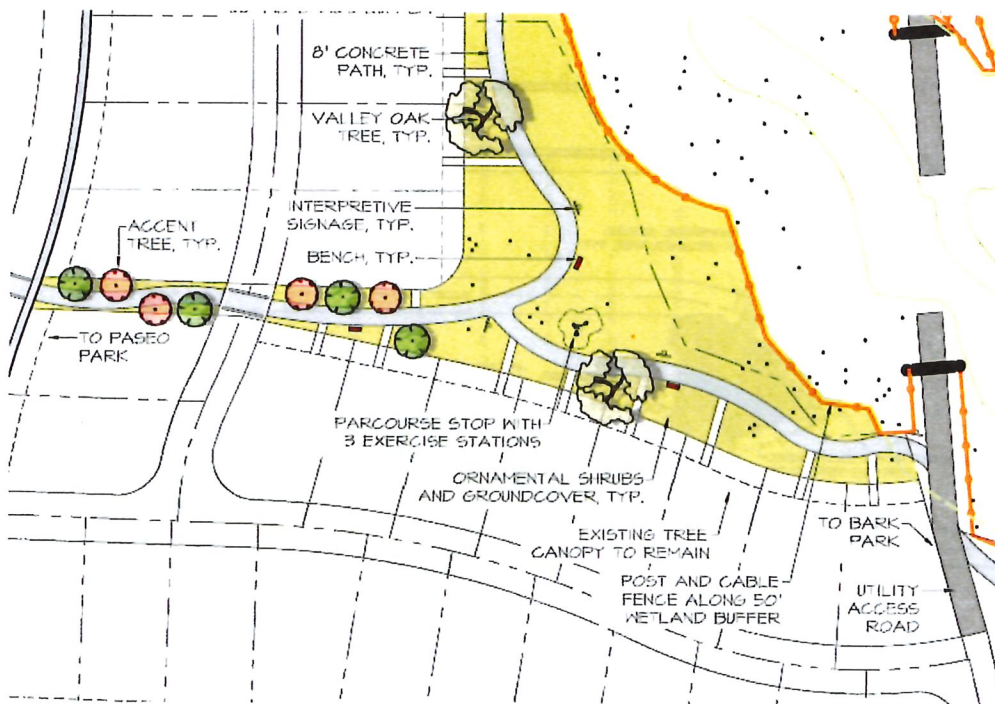
Paseo Park



Bocce Court in Existing Woodlands

Bocce Park

## Conceptual Park Designs



Trail Sign

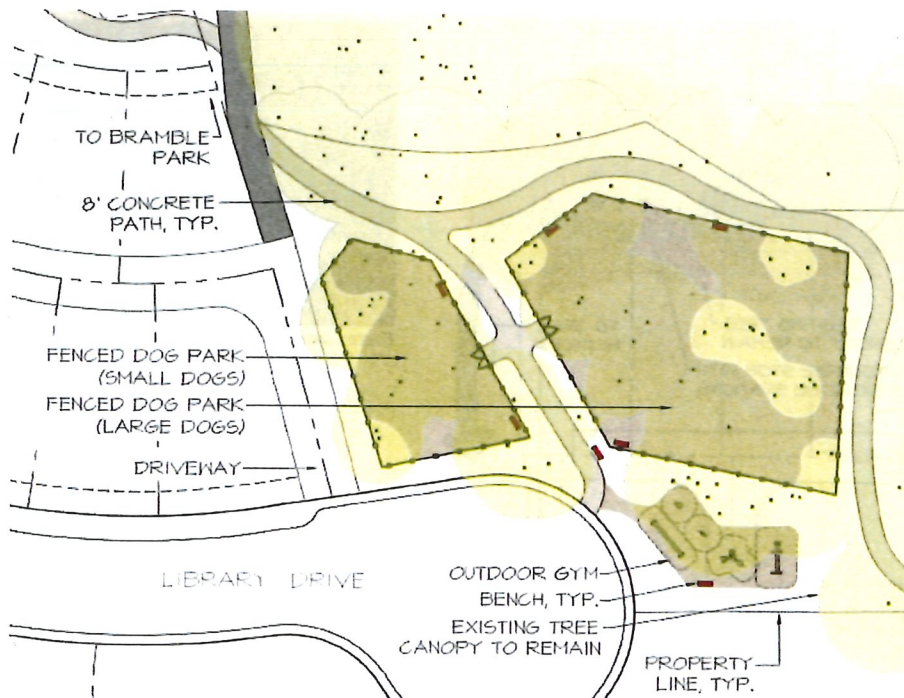


Interpretive Sign



Bench Along Concrete Path

Bramble Park



Dog Park in Existing Woodlands

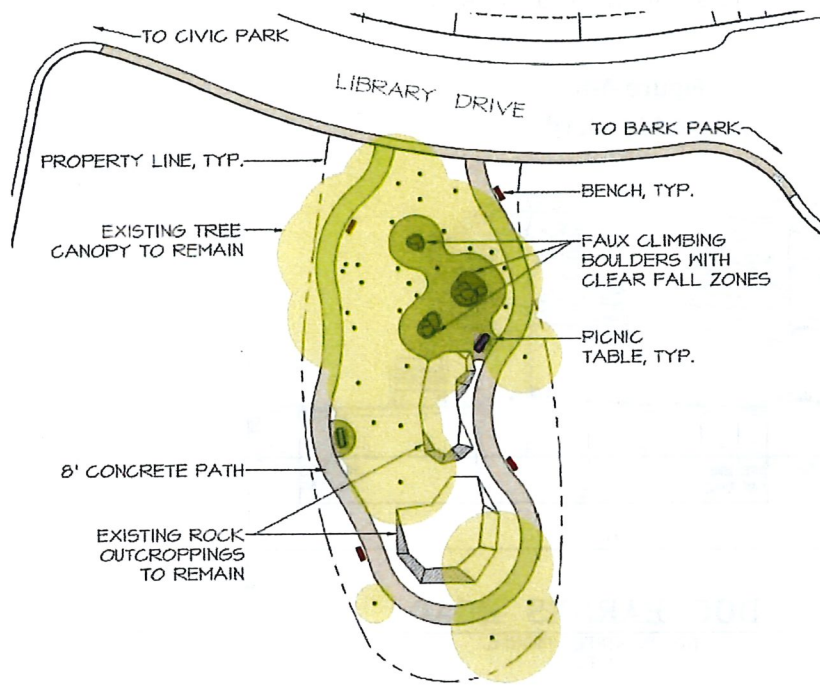


Outdoor Gym

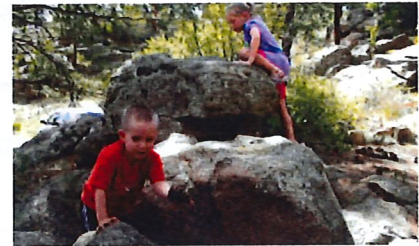
Bark Park



## Conceptual Park Designs

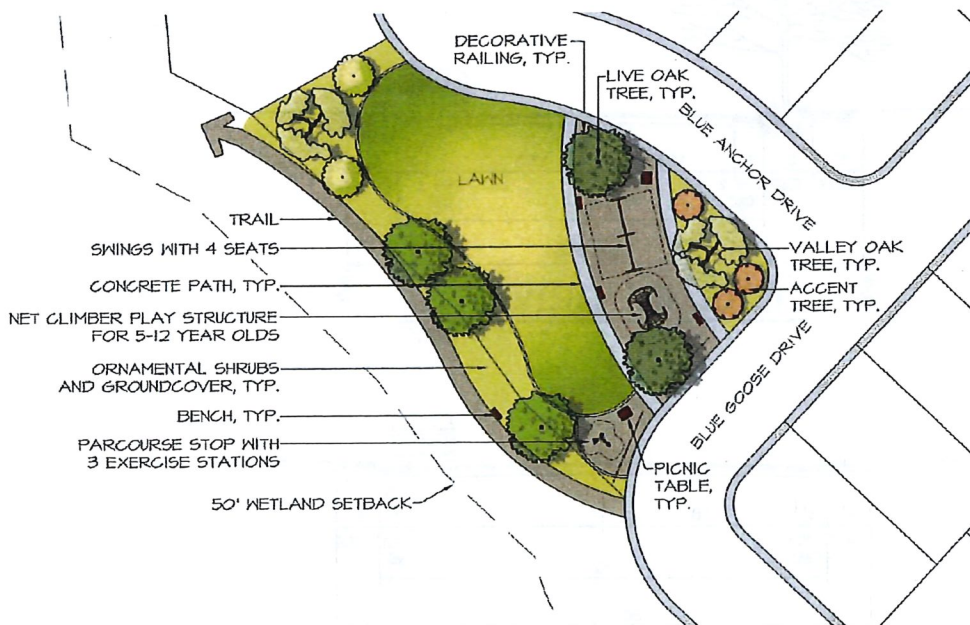


Faux Climbing Boulder



Playing on Natural Rock Outcropping

Boulder Park



Net Climber Play Structure



Swingset



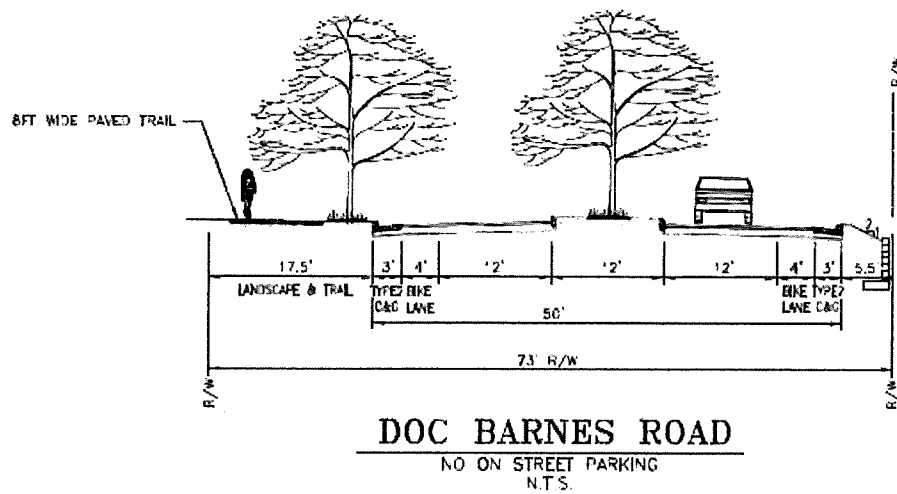
Parcourse Station

Village Park

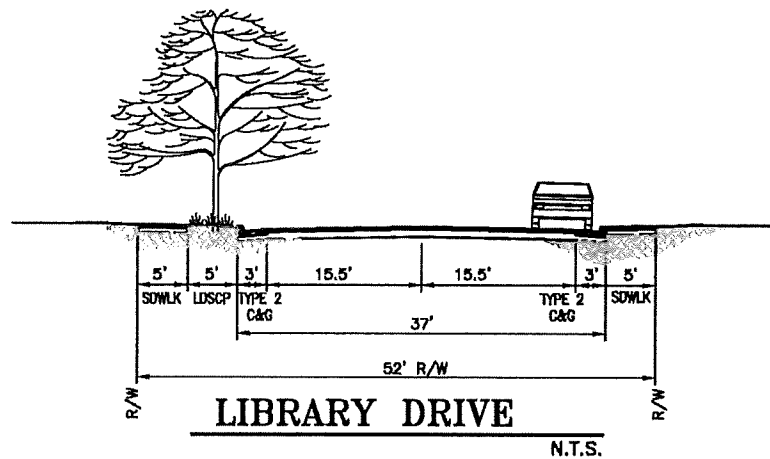
## Street Standards

Street standards for The Village at Loomis are shown in Figure A-8.

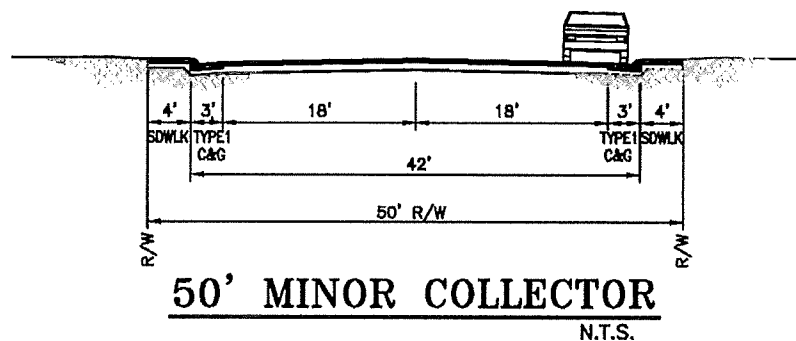
**Figure A-8**  
**Street Standards**



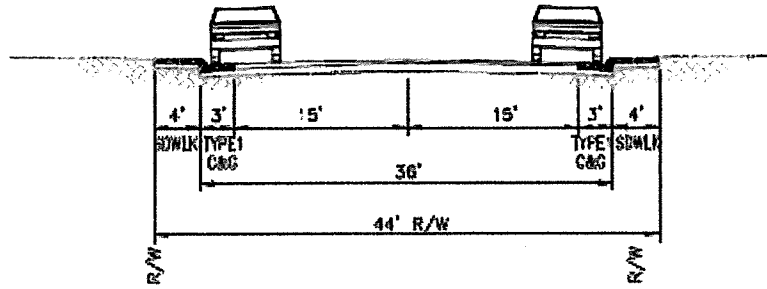
N.T.S.



N.T.S.



N.T.S.

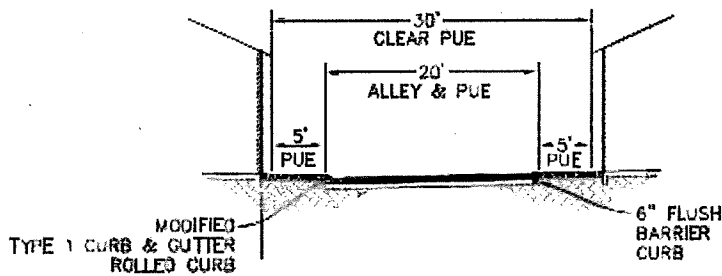


## 44' RESIDENTIAL

N.T.S.

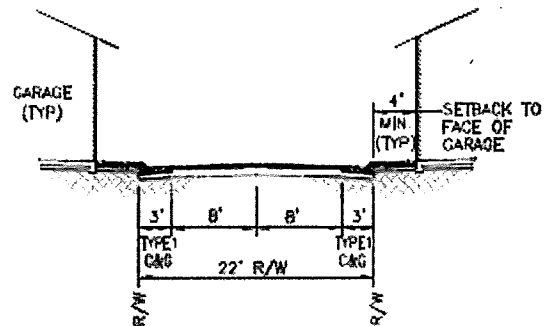
RED RAVINE DRIVE

GATES DRIVE, BLUE ANCHOR DRIVE  
BLUE GOOSE DRIVE, RED RAVINE DRIVE  
(BETWEEN BLUE ANCHOR DRIVE)  
BERKLEY COURT, MONUMENT ROCK DRIVE,  
& MONUMENT ROCK COURT



## 20' ALLEY ACCESS VILLAGE COURT

(PHASE C)  
NO PARKING IN R/W  
N.T.S.



## 22' ALLEY- VILLAGE RESIDENTIAL

(PHASE A)  
NO PARKING IN R/W  
N.T.S.

**Exhibit B**  
**Village at Loomis Planned Development**  
**Design Guidelines**

**Attached Separately**



**TOWN OF LOOMIS**

**ORDINANCE NO. 276**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS  
APPROVING A DEVELOPMENT AGREEMENT WITH THE VILLAGE AT LOOMIS,  
LLC**

**Section 1. Purpose and Authority.**

The purpose of this Ordinance is to approve a Development Agreement with The Village at Loomis LLC on the terms set forth in Attachment 1 (the "Development Agreement"). This ordinance is authorized pursuant to Government Code Section 65864 through 65860.5.

**Section 2. Hearing before the Town Council; Findings.**

In adopting this ordinance, the Town Council makes the following findings:

- a) The proposed Development Agreement is consistent with the objectives, policies, and general land uses and programs of the Town of Loomis General Plan; and
- b) The proposed Development Agreement will not be detrimental to the health, safety and general welfare of persons residing in the immediate area, or detrimental to the general welfare of residents of the Town as a whole; and
- c) The proposed Development Agreement will not adversely affect the orderly development of property or preservation of property values; and
- d) The proposed Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5; and
- e) The Town Planning Commission considered the proposed Village project, and while the Planning Commission recommended that the Village project be denied, the Town Council finds that subsequent modifications that have been made to the project adequately address the concerns expressed by the Planning Commission; and
- f) A Final Environmental Impact Report has been prepared for the Village project in accordance with the California Environmental Quality Act (CEQA) and the Town Council has determined that the Final Environmental Impact Report is the appropriate document under CEQA.

**Section 4. Approval and Authorization.**

The Town Council hereby approves the Development Agreement in substantially the form presented to the Town Council and attached hereto. The Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the Town, and the Town Clerk shall attest thereto.

**Section 5. Severability.**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the ordinance. The Town Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more

sections, subsections, phrases, or clauses be declared unconstitutional on their face or as applied.

Section 6. Effective Date and Publication.

This Ordinance shall take effect 30 days after its adoption, and within 15 days following its passage the Town Clerk shall cause this Ordinance to be published once in the Loomis News, a newspaper of general circulation.

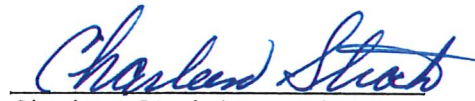
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PASSED AND ADOPTED this 8<sup>th</sup> day of January, 2019, by the following vote:

|          |                                       |
|----------|---------------------------------------|
| AYES:    | Baker, Clark-Crets, Morillas, Onderko |
| NOES:    | Duncan                                |
| ABSENT:  | None                                  |
| ABSTAIN: | None                                  |

  
\_\_\_\_\_  
Tim Onderko, Mayor

Attest:

  
\_\_\_\_\_  
Charleen Stock, Town Clerk

OFFICIAL TOWN BUSINESS  
No recording fee  
Government Code Section 6103

Attachment 1

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Town of Loomis  
3665 Taylor Road  
Loomis, CA 95650  
Attn: Town Clerk

---

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**THE VILLAGE AT LOOMIS DEVELOPMENT AGREEMENT**

**BETWEEN THE**

**TOWN OF LOOMIS**

**AND**

**THE VILLAGE AT LOOMIS, LLC**

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## THE VILLAGE AT LOOMIS DEVELOPMENT AGREEMENT

This The Village at Loomis Development Agreement (this "Agreement") is entered between the Town of Loomis, a municipal corporation ("Town") and The Village at Loomis, LLC, a California limited liability company ("Developer"). Town and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

### RECITALS

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

2. Public Hearing. The Planning Commission of the Town of Loomis, serving as the Town's planning agency for purposes of development agreement review pursuant to Government Code section 65867, considered this Agreement and recommended denial of this Agreement to the Town Council on April 25, 2018.

3. Environmental Review. The Town Council certified as adequate and complete, the Environmental Impact Report ("EIR") for the Project in Resolution 19-01. Mitigation measures were identified in the EIR. The Town Council has adopted Mitigation Measures, as reflected in the CEQA findings of fact adopted by the Council, and in the Town's Mitigation Monitoring and Reporting Program. The Mitigation Measures adopted by the Town are incorporated into the Project and, in part, into the terms and conditions of this Agreement, as reflected by the CEQA findings of fact adopted by the Town Council concurrently with this Agreement.

4. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by the Town to the Project, subject to the performance of Developer's obligations hereunder.

5. Contribution to Costs of Facilities and Services. Developer agrees to contribute to the costs of public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and Town agrees to provide such public facilities and services as required herein to assure that Developer may proceed with and complete development of the Property in accordance with the terms of this Agreement. Town and Developer recognize and agree that, but for Developer's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, Town would not and could not approve the development of the Property as provided by this Agreement and that, but for Town's covenant to provide certain facilities and services for development of the Property, Developer would not and could not commit to provide the mitigation as provided by this Agreement. Town's vesting of the right to develop the Property, as provided herein, is in reliance upon and in consideration of Developer's agreement to make contributions towards the cost of public improvements and services as herein provided to mitigate the impacts of development of the Property as development occurs and as consistent with this Agreement.

6. Public Benefits. Development of the Project will result in significant public benefits, as more fully described hereinafter, including, without limitation:

6.1. Implementation of many of the development goals set forth in the Town of Loomis General Plan;

6.2. The provision of additional residential opportunities within the Town of Loomis;

6.3. The provision of services within walking distance to development, as well as opportunities for employment;

6.4. The provision of a mixed-use development that is a logical extension of adjacent downtown uses;

6.5. The furtherance of the goals and objectives of the Town's Housing Element.

7. Developer Assurances. In exchange for the benefits to the Town in the preceding Recitals, together with the other public benefits that will result from the development of the Property, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the Project Approvals, and therefore, desires to enter into this Agreement.

8. Consistency with General Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in Town Ordinance No. 276, the Town found that this Agreement satisfies the Government Code section 65867.5 requirement of general plan consistency.

NOW, THEREFORE, in consideration of the above Recitals and mutual promises, conditions and covenants of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## DEFINITIONS

1 Definitions. In this Agreement, unless the context otherwise requires, terms have the following meaning. Capitalized terms within the Exhibits not defined below have the meaning set out in the Exhibits.

1.1 "Adopting Ordinance" means Ordinance Number 276 adopted by the Town Council on January 8, 2019, which approves this Development Agreement as required by the Development Agreement Law.

1.2 "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.

1.3 "CEQA" means the California Environmental Quality Act, as set forth at California Public Resources Code, Division 13, commencing at Section 21000 and the CEQA Guidelines as set forth in Title 14 of the California Code of Regulations commencing at

Section 15000.

- 1.4 "CFD" means a Community Facilities District formed pursuant to the Mello Roos Community Facilities Act of 1982 (Government Code § 53311 et seq.).
- 1.5 "Town" means the Town of Loomis, including its agents, officers, employees, representatives and elected and appointed officials.
- 1.6 "Town Manager" means the Town Manager of the Town of Loomis, or his or her designee.
- 1.7 "Collective Standards" means: (i) the provisions of this Development Agreement; (ii) the Project Approvals; (iii) land use entitlements and approvals to the Project and the Property that may be granted following the Effective Date; and (iv) Existing Land Use Regulations, except to the extent that they are collectively or individually subject to Reserved Powers.
- 1.8 "Development Agreement Law" means Government Code section 65864 et seq.
- 1.9 "Effective Date" means that day on which the Adopting Ordinance shall be effective. The Adopting Ordinance shall be effective thirty (30) days after its adoption by the Town Council. Litigation filed to challenge the Adopting Ordinance or this Agreement shall not affect the Effective Date, absent a court order or judgment overturning or setting aside the Adopting Ordinance, or staying the Effective Date, or remanding the Adopting Ordinance to the Town. Notwithstanding the foregoing, this Agreement shall not become effective until fully executed.
- 1.10 "EIR" means the Draft and Final Environmental Impact Report for the "The Village at Loomis," including the Mitigation Measures and Mitigation Monitoring and Reporting Plan (State Clearinghouse No. 2007112072).
- 1.11 "Existing Fee Schedule" means the fees shown on Exhibit F that are in effect as of the Effective Date.
- 1.12 "Existing Land Use Regulations" means the ordinances, resolutions and regulations applicable to the Project, to the extent they govern the permitted uses of land, and the density and intensity of land use, as set forth in the following plans and ordinances as they exist on the Effective Date:
- 1.12.1 The Loomis General Plan;
  - 1.12.2 The Loomis Zoning Code.
- 1.13 "Fee" means all charges, expenses, costs, monetary exactions and any other monetary obligations imposed on Developer by the Town, other than assessments or regular or special taxes, and shall not be limited to fees paid pursuant to this Agreement. (The term "fee" need not be capitalized in this Agreement.)
- 1.14 "General Plan" means the General Plan of the Town including the text and maps,

as approved by the Town in 2001, plus any other General Plan amendments approved by the Town on or before the Effective Date.

- 1.15 "Infrastructure" means the basic facilities, services, and installations needed for the functioning of the Public Improvements and parks. (The term "infrastructure" need not be capitalized in this Agreement.)
- 1.16 "Developer" means The Village at Loomis, LLC, a California limited liability company, together with any successors in interest approved by the Town pursuant to this Agreement.
- 1.17 "Law" means the case law, ordinances, statutes, rules, regulations, or any order, decree or directive of any court or any local, regional, state or federal government agency, unless the context suggests a different meaning.
- 1.18 "Mitigation Measures" means the mitigation measures recommended in the EIR as modified or adopted by the Town Council.
- 1.19 "Mitigation Monitoring and Reporting Program" or "MMRP" means the program for implementation of the Mitigation Measures, identified in the EIR, and adopted by the Town Council.
- 1.20 "Non-Project Specific" means rules, regulations, or laws adopted by the Town that, while not applicable Town-wide, apply uniformly to all properties that are similarly situated, whether by geographic location or other distinguishing circumstances.
- 1.21 "Planning Commission" means the Town of Loomis Planning Commission.
- 1.22 "Project" means the physical development of the Property as described in the project description in the EIR, and as supplemented by the provisions of this Agreement. The Project consists of the development of 381 dwelling units (including 251 single-family residential units, 117 high density multi-family units, and 13 multi-family units within the mixed-use area), approximately 12,000 square feet of commercial uses within the mixed-use area, parks, trails, open space and public infrastructure improvements. The EIR also analyzes the impacts of an additional 44,000 square feet of commercial uses within Land Use Phase A-3 (see Exhibit D), but this area is not within the Property and therefore neither receives the benefits nor is subject to the obligations set forth in this Agreement.
- 1.23 Project Approvals
- 1.23.1 Certification of The Village at Loomis (Village) Environmental Impact Report, adopting the Statement of Overriding Considerations, Findings of Facts, and adopting the Mitigation Monitoring and Reporting Plan approved by Resolution No. 19-01.
- 1.23.2 Amendments to the General Plan Land Use Diagram and Text within the Village project site approved by Resolution No. 19-02.

- 1.23.3 Amendment to the Town Zoning Map to Rezone the *Village* project site to the Planned Development (PD) Zone District (approved by Ordinance No. 275) which includes:
  - a. The Preliminary Development Plan (PDP) for the 66.5± acre site described in the EIR; and
  - b. The Village Development Standards.
- 1.23.4 Approval of the Specific Development Plans (SDP) for Village Plan Areas 1, 2, and 3 by Resolution No.19-04.
- 1.23.5 Approval of The *Village Design Guidelines* by Resolution No.19-03.
- 1.23.6 Adoption of The *Village Tentative Subdivision Map* by Resolution No.19-05.
- 1.23.7 Adoption of the *Development Agreement for The Village at Loomis* by Ordinance No.276. "Property" means that certain real property owned or controlled by Developer and consisting of approximately 61 acres, as described on Exhibit A and depicted on Exhibit B. The Property does not include Land Use Phase A-3, as described and depicted on Exhibit D.
- 1.24 "Public Improvement" means any on-site or off-site conveyance, grant or dedication of property or property rights, non-monetary exaction, construction and/or installation of a work of public improvement, street, facility, utility, park or recreational amenity which is to be transferred to the Town, or any other contribution of property (other than fees), imposed on Developer by the Town.
- 1.25 "Public Works and Planning Director" or "Director" means the Public Works and Planning Director of the Town of Loomis, or his or her designee.
- 1.26 "Reserved Powers" means those powers explicitly reserved to the Town by this Agreement pursuant to Section 5.2 of this Agreement.
- 1.27 "Successor" or "Successor in Interest" means any subsequent owner that acquires all or any portion of the Property. This term shall not include private parties that acquire recorded residential lots that have been developed with residential dwellings within the Property. This term shall also mean any assignee under the form of assignment attached hereto as Exhibit H (i.e., any recognized successor in interest under this Agreement), and any subsequent assignee.
- 1.28 "Statewide Community Infrastructure Program (SCIP): means a lien imposed on a parcel of land pursuant to the Municipal Improvement Act of 1913, and administered by the California Statewide Communities Development Authority (CSCDA), a joint powers authority.
- 1.29 "Vested Fee Period" means the term during which the Project shall be vested in the Existing Fee Schedule (Exhibit F), adjusted for inflation, as more specifically described



in Section 7.3.4 of this Agreement.

- 1.30 "Vested Right" means the right to proceed with the development of the Project in accordance with the terms of the Collective Standards, which Collective Standards may not be amended, modified or changed by the Town except as provided by this Agreement. (The term "vested right" need not be capitalized in this Agreement.)

## TERMS AND CONDITIONS

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

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

3. Representations, Warranties and Acknowledgments.

3.1 Title to Property. Developer represents and warrants that as of the Effective Date, Developer holds a legal and/or equitable interest in and to the Property and that all persons holding legal or equitable interest in the Property shall be bound by the Agreement.

3.2 Authority. The Parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals.

3.3 Brokers. The Parties represent and warrant that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. In the event any real estate broker or agent shall come forward and claim the right to a commission or other form of compensation in connection with this Agreement, Developer shall indemnify, defend and hold harmless the Town in accordance with Section 16.

3.4 Procedures and Requirements. The Parties acknowledge that this Agreement is subject to the procedures for approval, amendment and administration set forth in the Development Agreement Law.

4. Effective Date and Term.

4.1 Term. The term of this Agreement shall commence on the Effective Date and extend for an initial period of ten (10) years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Developer shall have the right to an extension of the term for a period not to exceed five (5) years, upon written notice to the Town prior to the expiration of the term provided that the Developer is not

then in default of the Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect.

4.2 Effective Date. The effective date of this Agreement means the date defined at Section 1.9 of the Definitions.

4.3 Automatic Termination upon Completion and Sale of Individual Lots. Except as provided herein, this Agreement shall automatically be terminated, without any further action by either party or need to execute or record any additional document, with respect to any improved commercial or residential lot within a parcel designated by the Project Approvals for such use, upon issuance by the Town of a final certificate of occupancy or its equivalent for a commercial structure or dwelling unit upon such lot and conveyance of such lot by Developer to a bona-fide, good-faith individual purchaser. In connection with its issuance of a final inspection for any residential lot, the Town shall confirm that all Improvements which are required to serve the lot have been dedicated to and accepted by the Town, and all applicable fees have been paid by Developer. Termination of this Agreement as to any such residential lot shall not in any way be construed to terminate or modify any applicable assessment district, special tax lien, fee credit, or right of reimbursement with respect to such lot. Termination of this Agreement as to any such lot shall extend solely to that lot and shall not extend to other parcels or property encompassed by this Agreement.

4.4 Termination by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual written consent of all the Parties. Any fees paid or Improvements dedicated to the Town prior to the date of termination shall be retained by the Town.

4.5 Effect of Termination. This Agreement was entered into by the Parties for the limited purpose of setting forth certain terms and conditions concerning the proposed development of the Project in a manner that is consistent with the Collective Standards. Accordingly, nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development of the Property, except for those rights set forth in the Collective Standards and in this Agreement.

4.6 Litigation. In the event of any legal action instituted by a third party challenging the validity of any portion of this Agreement or the Project Approvals, including the proceedings taken for approval (including the requirements of the California Environmental Quality Act), or any other act undertaken by the parties hereto in furtherance of this Agreement or its terms, the Parties agree to cooperate in the defense of the action. Developer shall bear its own costs of defense as a real party in interest in any such action, and Developer shall reimburse Town for all court costs and attorneys' fees expended by Town in defense of any such action or other proceeding, provided that Town reasonably cooperates with Developer in the defense of such action. In the event Town determines to defend the action itself, Developer shall be entitled, subject to court approval, to join in or intervene in the action on its own behalf, or to advocate in favor of the validity of this Agreement or the Project Approvals. In the event Town determines to tender the defense of the action to Developer, Developer shall defend the action on their behalf and on behalf of the Town, and shall bear all attorneys' fees and costs associated with such defense from and after the date of the tender. Town, however, may at any time elect to assume representation of itself. The filing of such third party legal action shall not delay or stop the development of the Property pursuant to this Agreement, unless the third party obtains a court order preventing the activity or unless

Developer elects not to develop. The Town shall not stipulate to the issuance of such order without first obtaining consent from Developer, which may be withheld in Developer's absolute discretion. If any such injunction or temporary restraining order is issued, the term of this Agreement and the Project Approvals shall automatically be extended for a period equal to the duration of such injunction and temporary restraining order, or a period of eighteen (18) months, whichever is less.

4.7 Continuing Obligations. The Parties recognize and agree that this Agreement imposes certain continuing obligations and responsibilities on the Town and Developer. Termination of this Agreement, whether by default as provided in Section 15 or by expiration of its own accord, shall not: (1) affect any pre-existing liability under this Agreement owed by one Party to the other, which remains unsatisfied as of the date of termination; (2) affect those provisions of this Agreement which provide that they shall survive the termination of this Agreement, including, but not limited to Developer's obligations to comply with the Village Design Guidelines or Mitigation Measures; (3) be construed to terminate or modify an applicable covenant, condition, servitude or restriction that runs with the land and binds Successors; (4) affect the validity of any structure on the Property or Improvement which is completed as of the date of termination and is in compliance with all necessary permits; or (5) prevent Developer from completing any structure on the Property or Improvement under construction at the time of termination, provided that any such structure or Improvement is completed in accordance with all necessary permits.

## 5. Project Approvals and Vested Rights.

5.1 Project Approvals. Upon the Effective Date, Developer shall acquire a vested right to develop the Property in accordance with the Project Approvals. If Developer applies to the Town Council to amend the Project Approvals, and the Town Council approves the requested amendments, then Developer shall acquire a vested right to such amendments to the Project Approvals as of the date of approval of the amendments by the Town Council; provided, however, that Developer shall not, by virtue of this Agreement, acquire a vested right to any amended Project Approval approved after the expiration of the term of this Agreement. Developer shall have the right to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of Developer's subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

5.2 Reserved Powers Relating to Project Entitlements and Approvals. Notwithstanding any other provision of this Development Agreement to the contrary, the Town retains the following reserved powers and retains the authority to take the following actions:

5.2.1. Grant or deny applications for land use entitlements and approvals for the Project and the Property, consistent with this Agreement;

5.2.2. Approve, Disapprove or revise subdivision maps, parcel maps or lot line adjustments for the Project and the Property, consistent with this Agreement;

5.2.3. Apply, or adopt and apply, design and construction requirements for specific public improvements to serve the Project on the Property, except to the extent that such requirements are a part of the Collective Standards or expressly set forth in this Development Agreement;

5.2.4. Adopt and apply Town-wide or Non-Project Specific property transfer and/or excise taxes;

5.2.5. Adopt and apply Town-wide or Non-Project Specific permit processing fees;

5.2.6. Adopt and apply regulations to protect the Town and its citizens from immediate risks to health and safety. The Developer hereby agrees that any regulation with respect to flood protection adopted in response to Federal or State guidelines, regulations, or directives shall be deemed necessary to protect the public health and safety;

5.2.7. Adopt or increase fees, charges, assessments or special taxes otherwise authorized by and in compliance with State law (e.g. Gov. Code section 66000 et seq.), except to the extent prohibited by this Development Agreement;

5.2.8. Adopt and apply Town-wide or Non-Project Specific regulations relating to the temporary use of land, the control of traffic, the regulation of sewers, water, and similar subjects, and the abatement of public nuisances;

5.2.9. Adopt and apply engineering design standards and construction specifications, if required as a result of changes to federal or state law following the Effective Date or changes consistent with local industry standards;

5.2.10. Adopt and apply Town-wide or Non-Project Specific building and fire construction standards if required as a result of changes to federal or state law following the Effective Date or changes consistent with local industry standards;

5.2.11. Adopt or undertake enforcement of land use regulation ordinances, policies, programs, or resolutions in order to comply with Federal or State laws, provided that in the event that such Federal or State laws, plans, programs or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provision or provisions shall be modified or suspended solely as may be necessary to comply with such Federal or State laws or regulations;

5.2.12. Adopt land use regulations, ordinances, policies, programs or resolutions that are not in conflict with, or that are less restrictive than, the terms and conditions for development of the Project on the Property established by this Development Agreement or otherwise applicable Collective Standards and which do not impose additional burdens on such development other than those that are merely procedural in nature;

5.2.13. Adopt land use regulations, ordinances, policies, programs, resolutions or fees that are in conflict with the Collective Standards, but which are either expressly made not applicable to the Property or are consented to in writing by the Developer either through amendment of this Development Agreement or by separate document.

The foregoing Reserved Powers may be exercised by the Town acting through its elected or appointed officials or its employees (subject to any appeal rights set forth in the Municipal Code), or directly by the electors through the initiative process.

5.3 Meet and Confer. If Developer believes that the Town is taking action to impair a vested right conferred by this Agreement, other than as allowed in this Agreement,

Developer shall provide to Town written notice, describing the basis for Developer's position. The Parties shall meet and confer within thirty (30) days thereafter in an attempt to arrive at a mutually acceptable solution.

5.4 Further Reviews. Developer acknowledges that the Collective Standards contemplate further reviews of elements of portions of the Project by the Town. These reviews include, but are not limited to, monitoring and implementation of environmental mitigation measures. Nothing in this Agreement shall be deemed to limit or expand the legal authority of Town with respect to such reviews, as provided for by, and which are otherwise consistent with, this Agreement.

5.5 Referendum. Developer acknowledges that the Adopting Ordinance, the General Plan Amendment, and the Zoning Amendments, as legislative land use approvals, are potentially subject to referendum. Notwithstanding anything in this Agreement to the contrary, Developer shall not acquire a vested right to any legislative land use approval (or to any amendment thereto): (1) while such approval or amendment is still potentially subject to referendum or (2) in the event that such approval or amendment is reversed by referendum.

6. Subdivision Maps.

6.1 Term of Tentative Subdivision Maps. As permitted under Government Code section 66452.6(a), the term or "life" of any tentative map for the Project shall be extended to be concurrent with the Term of this Agreement. Early Termination of this Agreement, for any reason, shall also terminate tentative maps for the Project, unless such tentative maps, or any of them, have been vested through actions or expenditures of the Developer under the provisions of California law, including the Subdivision Map Act, as of the date of termination of this Agreement.

6.2 Vesting Tentative Maps. Developer reserves the right to file a "vesting tentative map" as that term is defined in Government Code section 66498.1. Developer agrees, however, that any such vesting tentative map filed in connection with the Project will not vest the Developer in any rights with respect to any matter that is identified in any Exhibit to this Agreement and that this Agreement (including its Exhibits) shall govern the financing and construction of infrastructure for the Project.

7. Applicable Rules, Regulations, Fees and Official Policies.

7.1 Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted or otherwise approved by the Town Planning Commission and Town Council and, as applicable, the Design Standards for the Project.

7.2 Building Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the California Building Standards Codes, Title 24 of the California Code of Regulations, as amended by the Town, as the same shall be in effect as of the time of approval of the permit in question. The Project shall also be constructed in accordance with the provisions of the California Mechanical,



Plumbing, Electrical and Fire Codes (as may be amended by the Town) and Town standard construction specifications in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permit is required for a given infrastructure improvement or other improvement, such improvement will be constructed in accordance with said Codes in effect in the Town as of the commencement of construction of such improvement.

### 7.3 Fees, Dedications, Assessments and Taxes.

7.3.1. Waiver of Fee Establishment Procedures. Notwithstanding anything in this Agreement to the contrary, Developer hereby waives the procedures and requirements imposed on cities by the Mitigation Fee Act (Government Code sections 66000 et seq.) for establishing, expending, returning, and reporting on all "fees" as that term is defined in the Mitigation Fee Act, as to the fees established as of the Effective Date of this Agreement and identified on Exhibit F. This waiver shall not apply to any fees adopted after the Effective Date; thus, as to fees adopted or revised after the Effective Date, Developer shall retain whatever rights it has under Federal and State law.

7.3.2. Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by Town under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Developer hereunder. The Town will consider expedited processing at the sole expense of the Developer.

7.3.3. Inspection Fees. Developer shall pay for all costs related to onsite inspection of the project site including all grading and building inspections.

7.3.4. Development Impact Fees, Exactions and Dedications; Vesting in Existing Fee Schedule.

7.3.4.1 General. Developer shall make all dedications of land and pay all development impact fees, connection or mitigation fees, and exactions required by the Town, as set forth in Exhibit E, to support in the construction of any public improvements or the provision of public services in relation to development of the Property.

7.3.4.2 Vesting, Term. The Project shall be vested in the Existing Fee Schedule, adjusted for inflation, as listed in Exhibit F (the "Applicable Fees") through the Term of this Agreement.

7.3.4.3 Adjustment of the Applicable Fees. The Applicable Fees shall be adjusted from the last adoption or amendment date of each specific fee prior to the Effective Date to the date of the issuance of building permits for the building in question. Fees shall be adjusted by the cumulative changes in the Engineering News Record Construction Cost Index (ENR CCI) between the Effective Date and the date Developer submits a completed application for the building permit in question. In the event that the ENR CCI is no longer available following the Effective Date, the Parties shall meet and confer in good faith to agree on a comparable replacement index to be used to determine the appropriate fee adjustments pursuant to this Section.

7.3.5. Fees, Exactions and Dedications Required by Other Public Agencies. Nothing in this Agreement is intended to limit the authority of other public agencies to impose fees or exactions, or to require Developer to dedicate land for public use.

## 8. Public Improvements

### 8.1 Construction of Public Improvements

8.1.1. General. Developer shall be responsible for construction of all Public Improvements necessary to serve the Project, including without limitations road and traffic, sewer, water, stormwater, and park improvements described in Exhibit G of this Agreement and/or the Collective Standards.

#### 8.1.2. Phasing of Public Improvements

8.1.2.1 The timing for construction of certain infrastructure required to serve The Project is set forth in the Infrastructure Phasing Plan (Exhibit E). The timing of other infrastructure improvements may be specified in the Collective Standards. Except as provided by written waiver by the Town, no building permit shall be issued within a particular phase of the Project, unless and until all public infrastructure improvements necessary to serve that phase of the Project, as identified by Exhibit E and/or the Collective Standards, have been substantially completed and accepted by the Town, or a secured deferred improvement agreement has been entered into by Town and Developer.

8.1.2.2 The Parties acknowledge that further analysis may result in a more efficient and/or cost-effective infrastructure phasing strategy. Modifications to the timing for construction of infrastructure may be approved by the Town in the reasonable exercise of its discretion, depending on the phasing of development pursued by the Developer, except as provided in Section 8.1.2.3 below.

8.1.2.3 Doc Barnes Drive. Construction of 2 lanes of Doc Barnes Drive from Horseshoe Bar Road to King Road, the signal at Doc Barnes Drive and King Road, and the traffic signal at Doc Barnes Drive and Horseshoe Bar Road shall be substantially completed as described in Exhibit E. Full build-out of Doc Barnes Drive including curb, gutter, sidewalk, two-way left turn lane, bike trail, landscaping etc. will be substantially completed (as determined by the Town Engineer) prior to occupancy of the adjacent phase of the Project.

8.1.3. Acquisition of Land for Public Improvements. Developer acknowledges that some of the public improvements required for the Project will be constructed on land that is not under the control of the Developer or the Town. Developer agrees that nothing in Government Code section 66452.5 or any other provision of State law will require the Town to waive any conditions set forth in the Project Approvals related to construction of the Project, including limitations set forth herein on the timing of construction of residential or commercial structures, nor shall Town be obligated to acquire the land for the purpose of constructing the Public Improvements. Furthermore, Developer's inability to acquire all land needed for construction of the required improvements shall not be deemed a Force Majeure event, nor shall Developer assert its inability to acquire all required land as a basis for modification of any term contained in the Collective Standards or for the termination of any of its obligations under the

Collective Standards. If Town, in its sole discretion, acquires such land, Developer shall be responsible for all of Town's costs associated with such acquisition (including legal counsel and appraisal fees).

8.1.4. Dedications Free of Liens. All dedications of property from Developers to the Town shall be free and clear of all liens and encumbrances except as allowed in writing by Town in its sole discretion.

## 8.2 Cost and Financing of Public Improvements.

8.2.1. Except as otherwise provided in Exhibit G concerning the availability of reimbursement from the Town for a portion of the cost of construction of the Doc Barnes Drive extension, Developer shall be solely responsible for the cost of constructing all infrastructure improvements needed to provide service to the Project. Developer acknowledges that this provision is a material inducement to the Town's approval of this Agreement, and to the Town's willingness to grant to Developer a vested right in the Existing Fee Schedule as set forth in Section 7.3.4.

8.2.2. Wherever this Agreement obligates Developer to design, construct or install any improvements, the cost thereof may be provided by a financing mechanism acceptable to the Town, subject to and in accordance with the provisions thereof.

8.2.3. Developer may request that the Town initiate the formation of a Community Facilities District ("CFD") formed pursuant to the Mello Roos Community Facilities Act of 1982 (Government Code section 53311 et seq.), or that the Town participate in the Statewide Community Infrastructure Program ("SCIP"), for the purpose of financing the acquisition or construction of the Improvements and/or the issuing of bonds. The decision of whether to initiate CFD formation procedures or participate in the SCIP program shall be within the absolute discretion of the Town. Developer shall be responsible for all costs incurred by the Town in the creation of or participation in such a financing mechanism. Town agrees that the reimbursements set forth in Exhibit G shall not be affected or reduced because improvements for which reimbursements are available were financed with any special taxes or bond proceeds.

8.2.4 Satisfaction of Road Circulation/Major Roads Mitigation Fee. The Parties acknowledge that Developer's actual cost of construction for public roadways within the Project that are included within the Road Circulation/Major Roads Mitigation Fee program exceeds the fee obligation of the Project; therefore, Developer shall have no obligation to pay Road Circulation/Major Roads Mitigation Fees.

8.2.5 Reimbursement for Road Circulation/Major Road Mitigation Fees from Land Use Phase A-3/PD Area 7. The Parties expect to use the financing mechanism(s) described in Section 8.2.3 to finance construction of the traffic improvements that are eligible to be paid for from the Road Circulation/Major Road Mitigation Fee. The Parties also expect, however, that the funds generated by this financing mechanism will not be sufficient to cover the full cost of these improvements and that any costs not covered by the financing mechanism will be paid wholly by Developer. If Land Use Phase A-3/PD Area 7 is included within this financing mechanism but the financing mechanism does not fully pay for the cost of construction of these improvements, and the additional funds needed to complete the improvements are contributed by Developer, then Area 7 will be required to pay Road Circulation/Major Road Mitigation Fees and the Town will, within 30 days following the Town's receipt of such Fees, pay those fees to the Developer. In no event shall Area 7 be required by the Town to contribute more toward the

construction of these improvement (whether through participation in a financing mechanism or through the payment of fees) than its fair share of such costs.

### 8.3 Securing Completion of Project Improvements.

8.3.1. Payment and Performance Bonds. Developer has an affirmative obligation to secure its obligations to construct Project improvements, as required in this Agreement. Developer shall secure all infrastructure Improvements by delivering payment and performance bonds to Town, in a manner consistent with Town ordinances and in accordance with this Section.

8.3.1.1 Prior to the commencement of construction of any infrastructure improvement, Developer or Developer's general contractor shall furnish Town with payment and performance bonds ("Bonds"), issued by a corporate surety company that is an admitted insurer in the State of California and licensed to do business in California, in an amount approved by Town, but not less than the full amount of the construction contract, and shall name Town as obligee. The Bonds shall remain in effect until the later of (1) the date that the entire cost of developing the improvement shall have been paid in full, (2) the date that the improvement shall have been completed in accordance with this Agreement, and/or (3) the date on which the Town accepted the improvement.

8.3.1.2 The Bonds shall be in the form prescribed by Government Code sections 66499.1 and 66499.2 for performance and payment bonds and be reasonably satisfactory to Town.

8.4 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure for "Oversizing". To the extent the Developer dedicates land, funds or constructs Town facilities (as distinct from facilities to be owned and/or managed by other public agencies such as SPMUD or PCWA) that exceed the size or capacity required to serve the Property for the benefit of other property ("Benefited Property"), the Town shall enter into an agreement to reimburse the Developer to the extent of such benefit as determined by the Town. The Developer, at the Town's election, may be reimbursed for oversizing: (1) under a separate agreement between the Town and the Developer which shall provide that if and when a Benefited Property is developed, the Town shall require the Benefited Property to reimburse the Developer its pro rata share of the costs of the oversizing, as set forth in the agreement and/or (2) by including the other Benefited Property in the financing mechanism used to construct such improvements and thereby requiring that the Benefited Property(ies) pay their fair share of such costs (see Section 8.2.4). A written agreement under this provision shall have a term of no longer than fifteen (15) years. The Town shall implement this requirement through the imposition of a condition of approval of a planned development permit, use permit or first tentative subdivision map of any nature approved for each Benefited Property and/or as a requirement of any development agreement entered into for a Benefited Property.

If the mitigation fees paid by other persons or entities are insufficient to repay the Developer in full for the cost of oversizing, the Developer shall have no recourse against the Town. Similarly, if the Benefited Property fails to reimburse the Developer for oversizing, the Developer shall have no recourse against the Town; however, the Developer shall retain all its rights against the Benefited Property and its owners, if any. In no case shall the Town reimburse the Developers from general funds of the Town.

8.5 Maintenance of Public Improvements. Developer shall be responsible for the cost of maintenance of all Public Improvements (other than right of way improvements on Doc Barnes Drive and the Webb Street extension), and privately-owned improvements constructed to serve the Project. Developer may propose one or more mechanisms to ensure that these maintenance obligations are satisfied in perpetuity. Developer shall be responsible for all costs incurred by the Town in the creation of any financing mechanism. As used in this section, "right of way improvements" does not include landscaping. Maintenance of landscaping on Doc Barnes Drive and the Webb Street extension shall be the responsibility of Developer.

8.5.1. Financing mechanisms may include the establishment of a Home Owners Association or other non-Town entity, to the satisfaction of the Town, to own and maintain privately owned Improvements within the Project. The Town shall have the right to approve and enforce all bylaws for all Home Owners Association and all Covenants, Conditions and Restrictions for the Property as they pertain to maintenance and repair of Improvements or parks and open space.

8.5.2. For the maintenance of Public Improvements, Developer may request that the Town initiate the formation of an appropriate financing mechanism such as the establishment of a benefit assessment district pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code section 22500 et seq.), or the creation of some other financing mechanism allowed by law, for the purpose of maintaining Public Improvements in perpetuity. The decision of whether to initiate formation procedures shall be within the absolute discretion of the Town.

8.6 Mitigation of EIR Impacts. Developer shall timely satisfy and comply with all Mitigation Measures in accordance with the schedule in the MMRP. The Mitigation Measures are conditions of Project approval but are not the exclusive conditions of Project approval. A failure to timely satisfy any Mitigation Measure or other conditions of Project Approval without prior written Town approval shall be a default of this Agreement, subject to the default and cure provisions set forth in Section 15 of this Agreement.

8.7 Public Works and Town Manager. All Improvements and work performed by Developer in connection with the Project shall be to the satisfaction of the Town Public Works Director and Town Manager.

## 9. Use of Property.

9.1 Right to Develop. Developer shall have the vested right to proceed with development of the Project in accordance with the terms and conditions of this Agreement, the Collective Standards, and any amendments to the Project Approvals as shall, from time to time, be approved pursuant to this Agreement. Developer's development of the Property shall be subject to the terms set forth in any subsequent approvals needed for development; provided however, that any conditions, terms, restrictions and requirements contained in any subsequent approvals shall not be inconsistent with or otherwise prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, as long as Developer is not in default under this Agreement.

9.2 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation



or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Collective Standards and any amendments to this Agreement or the Project Approvals.

9.3 Additional Design Guidelines and Development Standards. The Project Approvals include Design Guidelines and Development Standards applicable to the Project. The Developer may propose additional Design Guidelines and Development Standards, which will be subject to review and approval by the Town's Planning Commission and Town Council. Amendment of this Agreement will not be required if the Town Council determines that the amendments are consistent with this Agreement and the other Project Approvals. Upon approval, the additional Design Guidelines and Development Standards shall be deemed incorporated into the Project Approvals.

9.4 Land Use Phasing. The Project is designed to be developed in seven phases as further described in the Land Use Phasing Plan (Exhibit D). Exhibit D also identifies a seventh phase of development (Phase A-3) which is not part of the Property. Developer may construct the phases in any sequence provided Developer complies with required infrastructure phasing as set forth in the Collective Standards.

10. FEMA Designation. Developer, with the cooperation of the Town, will use best efforts to complete the Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) process to remove a portion of the Property from the FEMA Flood Insurance Rate Map, such that grading and placement of fill will be permitted. Developer shall assume all costs associated with completion of the CLOMR/LOMR process.

11. Additional Obligations.

11.1 Public Safety and Open Space/Parks Maintenance Financing. The Project will generate a demand for services, the cost of which will exceed the foreseeable property tax revenue that will be derived by the Town from the Project. Developer shall provide one or more funding mechanisms, which could include a special tax pursuant to the Mello Roos Community Facilities Act of 1982, for the purpose of providing a permanent source of funding to cover the additional costs incurred by the Town for public safety services, as well as for maintenance of parks or open space dedicated to the Town. The funding mechanism(s) will include an annual escalator acceptable to the Town. These funding mechanisms shall have received final approval (including voter approval, if required) prior to the first to occur of transfer of the Property in whole or in part or the issuance of the first building permit for the Project.

11.2 Developer Contribution – Horseshoe Bar Road and Laird Street. Developer shall contribute the amount of Seven Hundred Dollars (\$700) to the Town at the time of issuance of each of the first 100 residential building permits for a total of Seventy Thousand Dollars (\$70,000) toward the improvement of the intersection of Horseshoe Bar Road and Laird Street. To the extent that the first 100 units to be constructed include duplex or multi-family products, the required payment at issuance of building permit shall be \$700 for each residential unit covered by the building permit. Nothing in this Section 11.2 shall preclude Developer's prepayment to the Town of all or a portion of the total amount of this contribution at Developer's discretion.

11.3 Additional Developer Contribution. Developer shall contribute the amount

of Five Hundred Dollars (\$500.00) to Town at the time of issuance of each of the first 100 building permits for residential units for a total of Fifty Thousand Dollars (\$50,000), which may be used by the Town for one or more of the following public improvements or studies: (a) construction of a roof over the Peter Oaks Stage, (b) Traffic Mitigation Impact Fee Study, (c) an Evacuation and Emergency Management Plan, (d) a Traffic Reduction Plan and Parking Study, or (e) other improvements or studies subsequently identified by the Town Manager. The allocation of the proceeds of the payment received from Developer pursuant to this section toward the items listed in (a) through (e) above shall be in the Town's sole discretion. To the extent the first 100 units to be constructed includes duplex or multi-family products, the required payment at issuance of building permit shall be \$500 for each residential unit covered by the building permit. Nothing in this Section 11.3 shall preclude Developer's prepayment to the Town of all or a portion of the total amount of this contribution at Developer's discretion.

#### 11.4 Construction of Civic Park.

11.4.1 Developer shall design and construct improvements in Civic Park, including a turf area sized to accommodate a U-10 soccer field and additional outdoor features such as a small stage space and turf for outdoor events, a rock-and-rope playground and multi-purpose hardscape and landscaped spaces to accommodate recreation and/or entertainment programs, as shown on the conceptual park plan in the Village Preliminary Planned Development (Civic Park Improvements). Such improvements also include enhancement to existing landscape areas surrounding the existing Loomis Library and Veteran's Memorial Hall facilities. Final designs shall incorporate input from the Town (including Town residents) and shall be subject to approval by the Town, which approval shall not be unreasonably withheld.

11.4.2 Developer shall construct the Civic Park Improvements within 180 days of completing construction of the roundabout at Horseshoe Bar Road/Library Drive/Webb Street, as shown in Exhibit E of this Agreement. Prior to Developer's construction of the Civic Park Improvements, Town shall obtain from Placer County the right of Developer to access for purposes of constructing the portion of Civic Park Improvements adjacent to the Loomis Library and Veteran's Memorial Hall.

11.4.3 Sixty (60) days prior to Developer commencing construction of the Civic Park Improvements, Developer shall request in writing that the Town obtain from the County the right of Developer to access the areas adjacent to the Loomis Library and Veteran's Memorial Hall. In the event that the Town is unable to obtain the right for Developer to access the areas adjacent to the Loomis Library and Veteran's Memorial Hall to construct those portions of the Civic Park Improvements within the sixty (60) days following Developer's written request for access to the Town, Developer shall work with Town staff to make revisions to the designs, subject to mutually agreement of the parties..

11.4.4 Construction and maintenance of the Civic Park Improvements shall be subject to the requirements of Section 8 of this Agreement.

11.5 Credits for Park Land Dedication In-Lieu Fees. The Town's park dedication requirement is 5 acres per 1,000 residents. Based on a household size of 2.89 residents per unit, the park land dedication requirement for the Project is 5.51 acres. The amount of park land provided by the Project is 5.69 acres. In the event Developer fails to dedicate the required land and construct the Civic Park improvements for any reason, including the inability of the Parties to

obtain County consent and their inability to agree on redesign of the Park, Park Land Dedication In-Lieu Fees will be re-calculated and may be assessed based on the actual amount of park land dedicated by Developer, in the event of a shortfall of Developer's park land dedication requirement.

11.6 Credits for Park Improvement Fees. The cost to Developer for park and trail improvements within the Project exceeds the park improvement fee obligation of the Project. Developer shall therefore pay no park improvement fees for the Project. In the event Developer fails to dedicate the required land and construct the Civic Park improvements for any reason, including the inability of the Parties to obtain County consent and their inability to agree on redesign of the Park, Park Improvement Fees will be re-calculated based on the actual amount of park land dedicated by Developer.

11.7 Passive Park/Open Space Fee. The passive park/open space obligation is 5 acres per 1,000 residents or 5.51 acres for the Project. Developer is providing 8.8 acres of passive park and open space areas within the Project and therefore shall pay no Passive Park/Open Space Fees to the Town for the Project.

## 12. Amendment or Cancellation.

12.1 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of State law and the Municipal Code.

### 12.2 Amendments and Minor Modifications.

12.2.1 Amendments. Any amendment to this Agreement which affects or relates to (a) the term of this Agreement; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property or the maximum height or gross square footage of proposed non-residential buildings; (f) the location and maintenance of on-site and off-site improvements; or (g) monetary contributions by Developer, shall be deemed an "Amendment" and shall be subject to the notice and hearing requirements set forth in the Development Agreement Law. Any amendment which is not an Amendment shall be deemed a Minor Modification subject to Section 12.2.2 below. The Town Manager or his or her delegate shall have the authority to determine if an amendment is an Amendment subject to this Section 12.2.1 or a Minor Modification subject to Section 12.2.2 below.

12.2.2 Minor Modifications. The Parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the Parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate and do not constitute an Amendment under Section 12.2.1, they shall effectuate such clarifications, minor changes or minor adjustments through a written Minor Modification approved in writing by the Developer and Town Manager. Unless otherwise required by law, no such Minor Modification shall require prior notice or hearing.

12.3 Amendment of Project Approvals. Any amendment of Project Approvals relating to: (1) the permitted use of the Property; (2) provision for reservation or

dedication of land; (3) the density or intensity of use of the Project; (4) the maximum height or size of proposed buildings; (5) monetary contributions by the Developer; (6) the location and maintenance of on-site and off-site improvements; or (7) any other issue or subject not identified as an "insubstantial amendment" in Section 12.2 of this Agreement, shall require an amendment of this Agreement. Other amendments of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

13. Rights and Duties of Mortgage Lenders in Possession of Property. Any Mortgage Lender who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a Mortgage, or deed in lieu of such foreclosure ("Mortgage Lender"), shall not be eligible to apply for, receive, or exercise any rights under this Agreement or any of the Project Approvals which were vested in its predecessor in title prior to the time that the Mortgage Lender comes into possession, until the Mortgage Lender contractually assumes all of the obligations of its predecessor in title under this Agreement with respect to such property, including those obligations which accrued prior to the time that the Mortgage Lender came into possession of such property. The Mortgage Lender shall be entitled to the rights of this Agreement upon presentation to the Town of a written agreement between the Developer (or Subsequent Developer) and the Mortgage Lender clearly indicating the transfer and/or assignment and assumption of the Developer's obligations under the Agreement.

Any such assignment and assumption by the Mortgage Lender in possession and title shall be to the satisfaction of and in a form acceptable to the Town Attorney, and shall be effective when the Mortgage Lender executes and delivers to the Town Clerk an express agreement to contractually assume all of the obligations of its immediate predecessor in title under this Agreement with respect to all of the Property, or portion thereof, to which it has come into possession.

14. Annual Review of Agreement.

14.1 Not less than thirty (30) days, nor more than sixty (60) days prior to the first anniversary date of this Agreement, and each anniversary date thereafter, Developer shall submit to the Town Manager a letter setting forth the details of Developer's good faith compliance with the terms and conditions of this Agreement. The letter shall be accompanied by such documents and other information as may be reasonably necessary and available to Developer to enable the Town Manager to undertake the annual review of Developer's compliance with the terms of this Agreement.

14.2 The Town Manager shall review Developer's submission to determine whether Developer has complied in good faith with the terms of this Agreement. If the Town Manager finds good faith compliance, he or she shall notify the Developer and Town Council in writing.

14.3 If the Town Manager finds that Developer has not complied in good faith with the terms of this Agreement, he or she shall specify in writing to Developer the respects in which Developer has failed to comply. The Town Manager shall also specify a reasonable time under the circumstances or the nature of the default for Developer to meet the terms of compliance, which time shall not be less than thirty (30) days. If the areas of noncompliance so specified are not corrected within the time specified by the Town Manager, then the Town Council may modify or terminate this agreement in accordance with the Development Agreement Law.

14.4 The cost for the Town's annual review of this Agreement shall be paid by Developer.

15. Default.

15.1 Default. The failure of either party to perform any obligation or duty under this Agreement within the time required by this Agreement shall constitute an "Event of Default". (For purposes of this Agreement, a party asserting that the other party is in default shall be referred to as the "Complaining Party" and the other party shall be referred to as the "Defaulting Party.")

15.2 Notice. The Complaining Party may not place the Defaulting Party in default unless it has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured, if known to the Complaining Party. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies. Developer shall have the right to appeal any Town staff level determination that there has been an Event of Default by the Developer to the Town Council. Any such appeal to the Town Council must be filed within ten (10) days of Developer's receipt of the notice of the Event of Default given by Town staff.

15.3 Cure. The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default. If the default cannot be reasonably cured within such time, the default cure shall be deemed cured if: (1) the cure is commenced at the earliest practicable date following receipt of notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty (30) day period; and (4) the default is cured at the earliest practicable date, but in no event later than ninety (90) days after receipt of the first notice of default, unless a longer date is agreed upon by the Parties.

15.4 Remedies. If the Defaulting Party fails to cure a default in accordance with the foregoing, the Complaining Party shall have the right to terminate this Agreement upon notice to the Defaulting Party and, except as provided in Section 15.6 may pursue all remedies available at law or equity, including specific performance and injunctive relief.

15.5 Building Permits. In addition to and not in lieu of its other remedies, in the event that the Town gives Developer a notice of default and opportunity to cure as provided in Sections 15.2 and 15.3, the Town shall have the right, but not the obligation, to withhold issuance of any building permits for the Project, provided there is a nexus between the default and the structure for which the permit is being withheld, except where otherwise provided in this Agreement. Such withholding shall cease when the default is cured in accordance with this Agreement. For purposes of this Section, a nexus shall be deemed to exist if the default involves the failure of Developer to timely pay fees or undertake or complete construction of any park or public improvement identified in the Project Approvals or any subsequent approval by the Town related to the Project.

15.6 Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that the Town would not have entered into this Agreement had it been exposed to liability for damages from Developer, and that therefore, Developer hereby waives all claims for damages against the Town for breach of this Agreement. Developer further acknowledges that under the Development Agreement Law, land use

approvals (including development agreements) must be approved by the Town Council and that under law, the Town Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against the Town in the event that this Agreement or any Project Approval is: (1) not approved by the Town Council or (2) is approved by the Town Council, but with new changes, amendments, conditions or deletions to which Developer is opposed. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the Town Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against the Town in this regard.

15.7 Rescission. In the event that Developer believes that the purposes of this Agreement have been frustrated by the Town Council's approval of this Agreement or any Project Approval with new changes, amendments, conditions or deletions to which Developer is opposed, Developer shall have ten (10) days after such approval in which to provide notice to the Town that this Agreement shall be rescinded, without any further liability of the parties.

16. Indemnification, Defense and Hold Harmless. Developer shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the Town (as defined in this Agreement) from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Project, the Project Approvals or the Property (including any challenge to the validity of any provision of this Agreement or the Project Approvals, and including any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project), or Developer's failure to comply with any of its obligations in this Agreement, or Developer's failure to comply with any current or prospective Law; provided, however, that Developer shall have no obligations under this Section for such loss or damage which was caused by the sole negligence or willful misconduct of the Town, or with respect to the maintenance, repair or condition of any Improvement after dedication to and acceptance by the Town or another public entity (except as provided in an improvement agreement or warranty bond). This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

17. Insurance.

17.1 Public Liability and Property Damage Insurance. At all times that Developer is constructing any Improvements, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of one million dollars (\$1,000,000) and a deductible of not more than fifty thousand dollars (\$ 50,000) per claim. The policy so maintained by Developer shall name the Town as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

17.2 Workers' Compensation Insurance. At all times that Developer is constructing any Improvements, Developer shall maintain workers' compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Developer agrees to indemnify the Town for any damage resulting from Developer's failure to maintain any such insurance.



17.3 Evidence of Insurance. Prior to commencement of construction of any Improvements, Developer shall furnish Town satisfactory evidence of the insurance required in Sections 17.1 and 17.2 and evidence that the carrier is required to give the Town at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the Town, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

18. Binding Effect on Successors.

18.1 Assignment. Developer may not assign its interests under this Agreement without the: (1) written consent of the Town Manager, which consent shall not be unreasonably withheld; and (2) execution by Developer and the assignee of the form of assignment attached hereto as Exhibit H. Upon such assignment and assumption, Developer shall be released from any further liability or obligation hereunder related to that portion of the Property so conveyed, and the Successor shall be deemed to step into the shoes of Developer for purposes of this Agreement with respect to such conveyed property. For purposes of this Section, it shall not be unreasonable for the Town Manager to withhold consent if the Town Manager determines, based on substantial evidence, that the proposed assignee does not have the financial capability and experience needed to complete development of the Project (or respective portions thereof, in the case of a partial assignment) in accordance with the terms of this Agreement.

18.1.1. Any attempt to assign any rights under this Agreement other than by executing the form of assignment (Exhibit H) shall be void and constitute a default under this Agreement. Notwithstanding the foregoing, private parties who purchase an individual parcel defined by an approved and recorded final subdivision map that has been improved with a dwelling structure shall not be required to execute the form of assignment (Exhibit H), shall not be considered Successors, and this Agreement shall not be binding upon them.

18.1.2 Any request for Town approval of an assignment shall be in writing and accompanied by certified financial statements of the proposed assignee and any additional information concerning the identify, financial condition and experience of the assignee as the Town may reasonably request; provided that, any such request for additional information shall be made, if at all, not more than thirty (30) calendar days after the Town's receipt of the request for approval of the proposed assignment. All detailed financial information submitted to the Town shall constitute confidential trade secret information if the information is maintained as a trade secret by the assignee and if such information is not available through other sources. The assignee shall mark any material claimed as trade secret at the time it is submitted to the Town. If Town receives a public records request for any information designated a "trade secret" Town shall notify the assignee of such request prior to releasing the material in question to the requesting party. If the assignee desires to prevent disclosure of "trade secret" information, the burden shall be on assignee to obtain a court order barring the Town from releasing the information. Such an order must be obtained within a timeframe consistent with the Town's obligation to release records under the Public Records Act, and the assignee shall indemnify the Town for any costs incurred by Town, including but not limited to staff time and attorney's fees, as a result of any action brought by the requesting party to obtain release of the information and/or to defend any lawsuit brought to obtain such information. If the Town wishes to disapprove any proposed assignment, the Town shall set forth in writing and in reasonable detail the grounds for such disapproval. If the Town fails to disapprove any proposed assignment within sixty (60) calendar days after receipt of written request for such approval, such assignment shall be deemed

to be approved.

18.1.3 Reorganization Not an Assignment. Notwithstanding anything to the contrary set forth above, the following shall not be deemed an assignment under this Development Agreement: (i) any sale, pledge, assignment or other transfer of all or a portion of the Property to an entity directly controlled by Developer or its affiliates and (ii) any change in Developer entity form, such as a transfer from a corporation to a limited liability company or partnership, that does not affect or change beneficial ownership of the Property or control over decisions of the entity; provided, however, in such event, Developer shall provide to Town written notice, together with such backup materials or information reasonably requested by Town, within thirty (30) days following the date of such reorganization or Town's request for backup information, as applicable. As used in this Section 18.1.3, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise

18.2 Subsequent Assignments. Any Successor may assign its rights under this Agreement by complying with the procedures set forth in this Agreement.

18.3 Runs with the Land. Except as otherwise provided in this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1466 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property: (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

19. Further Assurances, Consent, Cooperation and Implementation.

19.1 Further Executions. The Parties agree to execute such reasonable additional instruments as are necessary to effectuate the intent of this Agreement; provided, however, that the Town Council's discretion to vote in a particular manner cannot be constrained and that the Town shall not be required to incur any costs thereby. Whenever the consent or approval of the other party is required under this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall cooperate in good faith in obtaining any permits, entitlements or approvals required by other government entities for the Project.

19.2 Subsequent Approvals. The Parties recognize and acknowledge that certain other land use approvals, entitlements, and permits other than the Project Approvals are necessary or desirable for the Project (collectively, the "Subsequent Approvals"). In particular, the Parties contemplate that Developer will seek approvals for subdivision maps, use permits, and building and grading permits. The Subsequent Approvals may also include, without limitation, the following: amendments of the Project Approvals, design review approvals, improvement agreements, use permits, grading permits, building permits, lot line

adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, re-zonings, development agreements, permits, re-subdivisions, and any amendments to, or repealing of, any of the foregoing.

19.2.1. Developer acknowledges that Town cannot process Subsequent Approvals unless and until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (1) provide to Town in a timely manner any and all documents, applications, plans, and other information necessary for Town to carry out its obligations hereunder; and (2) cause Developer's planners, engineers, and all other consultants to provide to Town in a timely manner all such documents, applications, plans and other necessary required materials as set forth in the applicable Town Law.

19.2.2. Town may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as necessary to make this Subsequent Approval consistent with the Project Approvals.

## 20. Miscellaneous.

20.1 Prevailing Wages. Developer shall pay prevailing wages, and shall direct its contractors and other parties with which it has a contractual relationship with respect to the Project, to pay prevailing wages only if the same is required by the Prevailing Wage Law (Labor Code Section 1720 et seq.). Developer's indemnification, defense and hold harmless obligations under Section 16 shall extend to any failure to pay prevailing wages in connection with the Project, only as required by State law.

20.2 Estoppel Certificate. Either Party may at any time request the other Party to certify in writing that: (1) this Agreement is in full force and effect; (2) this Agreement has not been amended except as identified by the other Party; and (3) to the best knowledge of the other Party, the requesting Party is not in default, or if in default, the other Party shall describe the nature and any amount of any such default. The other Party shall use its best efforts to execute and return the estoppel certificate to the requesting Party within thirty (30) days of the request. The Town Manager shall have authority to execute such certificates on behalf of the Town.

20.3 Recordation. This Agreement shall not be operative until recorded with the Placer County Recorder's office. Developer shall record this Agreement at its expense with the County Recorder's office within ten (10) days of the Effective Date, and shall cause any amendment to this Agreement or any instrument affecting the term of this Agreement to be recorded within ten (10) days from date on which the same became effective. Any amendment to this Agreement or any instrument affecting the term of this Agreement which affects less than all of the Property shall contain a legal description of the portion thereof that is the subject of such amendment or instrument. Alternatively, Developer and Town may execute the instrument entitled "Memorandum of Development Agreement" attached hereto as Exhibit I, which shall be recorded against the Property, in lieu of recording the entire Agreement.

20.4 Notices. All notices required by this Agreement or the Development Agreement Law shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested.

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

TOWN OF LOOMIS  
Town Manager and Public Works Director  
3665 Taylor Road  
Loomis, CA 95650

Notice required to be given to Developer shall be addressed as follows:

The Village at Loomis, LLC  
P.O. Box 1200  
Loomis, CA 95650

With copy to:

George Phillips  
Phillips Land Law, Inc.  
5301 Montserrat Lane  
Loomis, CA 95650

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

20.5 References to Municipal Code. This Agreement contains references to articles and sections of the Town's Municipal Code. If, after the Effective Date, the Town amends or renumbers its Municipal Code, then the references in this Agreement shall be understood to apply to the amended or renumbered Municipal Code.

20.6 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the Parties and any Successors. No other party shall have any cause of action or the standing to assert any rights under this Agreement.

20.7 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Development Agreement, all deadlines under this Agreement, shall be extended; and the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions or permitting delays imposed or mandated by governmental entities other than the Town, litigation brought by a third party, or referenda challenging any of the Project Approvals (each a "Force Majeure Event"). If written notice of such delay is given to Town within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted by the Town Manager in writing for the period of the enforced delay, or longer as may be mutually agreed upon, provided that in no event shall such period of delay extend for more than one-hundred and eighty (180) days unless agreed upon in writing by the parties. In any event, the party relying on any such Force Majeure Event to excuse performance hereunder shall act in good faith, and with due diligence, to recommence performance at the earliest possible date.

20.8 Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

20.9 Attorney's Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either Party for breach of this Agreement or to enforce any provisions herein, the prevailing Party to such action shall be entitled to reasonable attorney's fees, court costs, and such other costs as may be fixed by the Court.

20.10 Right to Encumber. Town agrees and acknowledges that this Agreement shall not prevent or limit the owner of any interest in the Property, or any portion thereof, at any time or from time to time in any manner, at such owner's sole discretion, from encumbering the Property, the improvements thereon, or any portion thereof with any mortgage, deed of trust, sale and leaseback arrangement or other security device.

20.11 Liability of Town Officials. No Town official or employee shall be personally liable under this Agreement.

20.12 Delegation. Any reference to any Town body, official or employee in this Agreement shall include the designee of that body, official or employee, except where delegation is prohibited by law.

20.13 Severability. Should any provision of this Agreement be found invalid or unenforceable by a court of law, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

20.14 Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by all of the Parties.

20.15 Counterparts. This Agreement may be signed in one (1) or more counterparts, and will be effective when all of the Parties have affixed their signatures to the counterparts, at which time the counterparts together shall be deemed one (1) original document; provided, however, that all executed counterparts are provided to the Town Clerk.

20.16 Interpretation. The Parties acknowledge that this Agreement has been negotiated by both Parties and their legal counsel and agree that this Agreement shall be interpreted as if drafted by both Parties.

20.17 Inconsistency. In the event of any conflict or inconsistency between the provisions of this Agreement and the Project Approvals or Exhibits, this Agreement shall prevail; provided, however, that this provision shall not be interpreted to prevent an exhibit from being updated when required by this Agreement or when agreed to by the parties.

20.18 Incorporation. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference.

Exhibit A: Legal Description of the Property  
 Exhibit B: Depiction of Property  
 Exhibit C: Intentionally Omitted  
 Exhibit D: Land Use Phasing Plan  
 Exhibit E: Infrastructure Phasing Plan  
 Exhibit F: Existing Fee Schedule  
 Exhibit G: Traffic Improvements and Funding Commitments  
 Exhibit H: Form of Assignment  
 Exhibit I: Memorandum of Development Agreement

20.19 Compliance with Laws. In connection with its performance under this Agreement, Developer shall comply with all applicable present and prospective laws.

20.20 Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Placer.

20.21 Time of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto are executing this Agreement on the dates set forth below, to be effective as of the Effective Date.

"TOWN"

"DEVELOPER"

TOWN OF LOOMIS

THE VILLAGE AT LOOMIS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

It's: Mayor

It's: \_\_\_\_\_

Dated: \_\_\_\_\_, 2017

Dated: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
 Crickett Strock,  
 Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
 Jeff Mitchell  
 Town Attorney



Exhibit A  
Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, Town of Loomis, described as follows:

PARCEL ONE:

THAT PORTION OF NORTHEAST 1/4 SECTION 9 AND NORTHWEST 1/4 SECTION 10, TOWNSHIP 10 NORTH, RANGE 7 EAST, M.D.B.&M, INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL "D" ON PARCEL MAP NO. 72972 FILED OF RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON NOVEMBER 16, 1978, IN BOOK 13 OF PARCEL MAPS, AT PAGE 87, PLACER COUNTY RECORDS.

APN: 043-080-044

PARCEL TWO:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LAIRD STREET IN THE TOWN OF LOOMIS, CALIFORNIA, FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF LAIRD STREET WITH THE NORTHERLY LINE OF PINE STREET BEARS SOUTH 35° 59' WEST 135.00 FEET, AND THE QUARTER CORNER ON THE EAST LINE OF SECTION 9, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B.&M, BEARS SOUTH 7° 48' 20" EAST 1330.56 FEET; AND RUNNING THENCE PARALLEL TO NORTH LINE OF PINE STREET SOUTH 53° 28' EAST 118.00 FEET; THENCE ALONG OLD FENCE NORTH 37° 49' EAST 137.33 FEET TO EAST LINE OF SECTION 9; THENCE ALONG SECTION LINE NORTH 0° 04' WEST 208.23 FEET; THENCE ALONG THE EASTERLY LINE OF LAIRD STREET SOUTH 35° 59' WEST 304.60 FEET TO POINT OF BEGINNING.

APN: 044-094-001

PARCEL THREE:

LOTS 6, 7, 8, 9 AND 31, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE LAIRD ADDITION TO THE TOWN OF LOOMIS", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, ON JANUARY 13, 1900, IN BOOK A OF MAPS, AT PAGE 26.

APN: 044-094-005, 044-094-006 AND 044-094-010

PARCEL FOUR:

LOTS 10 AND 11, ACCORDING TO THE MAP ENTITLED, "MAP OF LAIRD ADDITION TO THE TOWN OF LOOMIS, PLACER COUNTY, CALIFORNIA", FILED JANUARY 13, 1900 IN BOOK A, PAGE 26 OF MAPS.

APN: 044-094-004

PARCEL FIVE:

THAT PORTION OF THE SOUTH 55 ACRES OF THE EAST HALF OF NORTHWEST

QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B.&M., THAT LIES WEST OF THE NORTHWEST LINE OF THE STATE HIGHWAY AS ESTABLISHED BY DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 25, 1958 IN BOOK 759 OF OFFICIAL RECORDS, AT PAGE 335.

APN: 043-080-015

PARCEL SIX:

THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M.  
EXCEPTING THEREFROM ALL THOSE PORTIONS DESCRIBED IN THE FOLLOWING DEEDS:

RECORDED FEBRUARY 25, 1880 IN BOOK FF OF DEEDS AT PAGE 628

RECORDED NOVEMBER 24, 1944 IN BOOK 450 AT PAGE 263, OFFICIAL RECORDS

RECORDED FEBRUARY 26, 1958 IN BOOK 755 AT PAGE 200, OFFICIAL RECORDS

RECORDED OCTOBER 21, 1960 IN BOOK 853 AT PAGE 536, OFFICIAL RECORDS

ALSO EXCEPTING THEREFROM ALL THAT PORTION WHICH LIES SOUTHERLY AND EASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY OF INTERSTATE 80, SAID PARCEL ALSO BEING BOUNDED ON THE EAST BY THE WESTERLY BOUNDARY OF THE PARCEL DESCRIBED IN BOOK 450 AT PAGE 263, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF KING ROAD.

APN: 043-080-008

PARCEL SEVEN:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M., ACQUIRED BY THE STATE OF CALIFORNIA FROM FELIX M. SMITH, ET AL, BY DEED RECORDED AUGUST 25, 1958 IN BOOK 769 AT PAGE 399, OFFICIAL RECORDS, SAID PORTION BEING ALL THAT PART OF THE WESTERLY 12 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 61° 35' 45" WEST 3771.47 FEET FROM THE NORTHEAST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING 95.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE BASE LINE AT ENGINEER'S STATION "A 386+ 00.00" OF THE DEPARTMENT OF PUBLIC WORKS' 1955 SURVEY FROM A HALF MILE EAST OF ROSEVILLE TO 1 MILE EAST OF NEWCASTLE ROAD III-PLA-17-A, ROC.B (THE CALIFORNIA STATE ZONE II COORDINATES FOR SAID POINT ARE X= 2,232-492.93 AND Y= 421,281.95);  
THENCE FROM SAID POINT OF BEGINNING NORTH 41° 26' 46" EAST 2234.34 FEET TO A POINT THAT IS 134.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID BASE LINE AT ENGINEER'S STATION "A 408+ 34.00".

EXCEPTING THEREFROM ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS, BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER SAID LAND, WITHOUT THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF, AS RESERVED BY THE STATE OF CALIFORNIA IN THE DIRECTOR'S DEED RECORDED OCTOBER 21, 1960 IN BOOK 853 AT PAGE 536, OFFICIAL RECORDS.

APN: 043-080-007-510

Exhibit B  
Depiction of Property

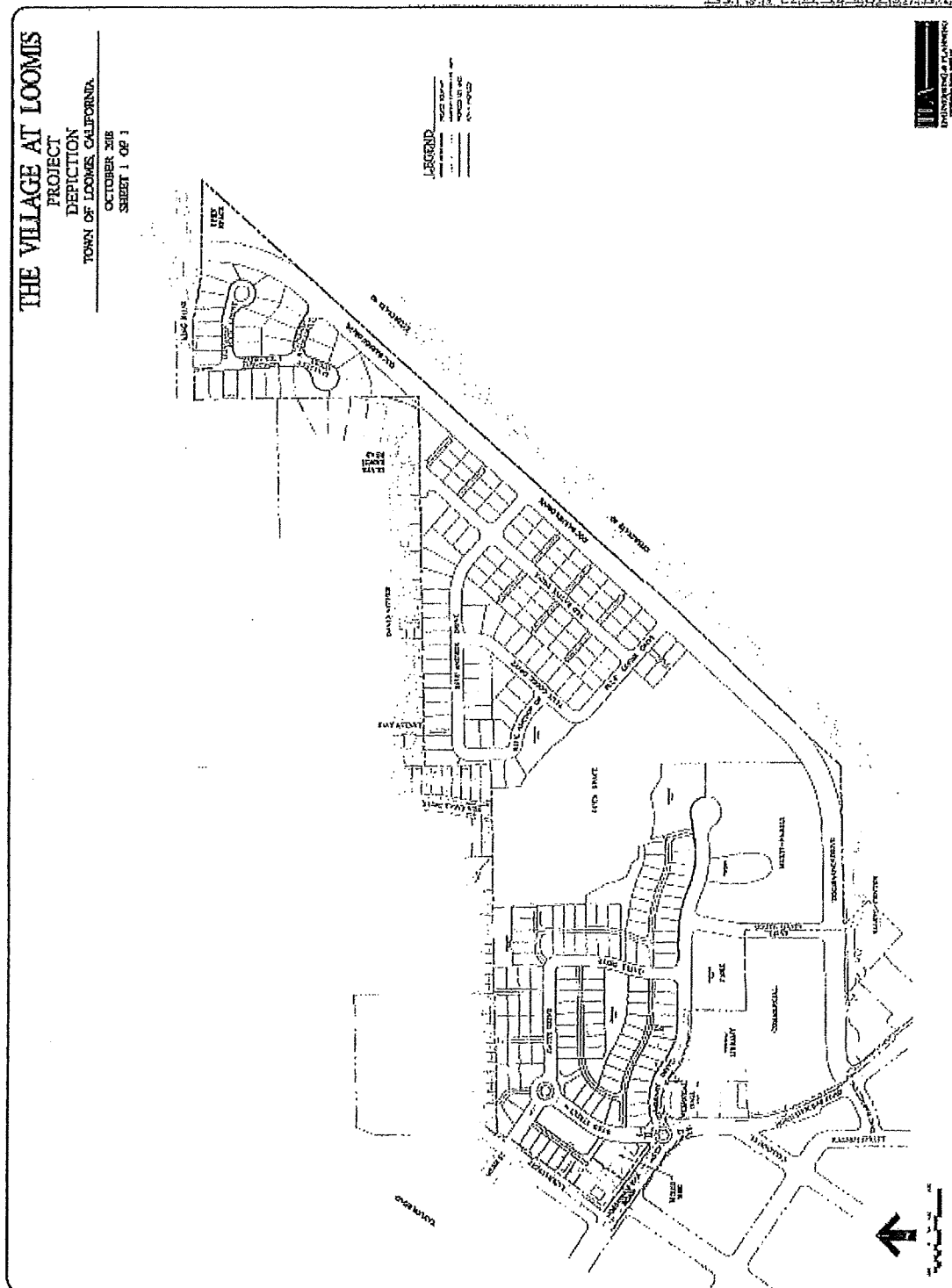


Exhibit C  
Intentionally Omitted

Exhibit D  
Land Use Phasing Plan

| Phase | PD Area  | Uses   |
|-------|--|--|
| A-1   | Portion of Area 1 (Village Residential)  | 54 single-family units   |
| A-2   | Portion of Area 1 (Village Residential)<br>Portion of Area 8 (Village Park and Open Space)               | 59 single-family units<br>Portion of park and open space       |
| A-3*  | Portion of Area 7 (Village Commercial)   | 44,000 sf of commercial uses                                   |
| B     | Portion of Area 3 (Village Single Family Traditional)<br>Portion of Area 8 (Village Park and Open Space) | 45 single-family units<br>Portion of park and open space       |
| C     | Area 2 (Village Single Family Court)   | 64 single-family units   |
| D     | Portion of Area 3 (Village Single Family Traditional)  | 29 single-family units   |
| E     | Area 4 (Village High Density Residential)  | 117 multi-family units   |
| F     | Area 6 (Village Civic Park)  |  |
| G     | Area 5 (Village Mixed Use)   | 12,000 sf of commercial uses<br>13 mixed use residential units |

\* Phase A-3 is not a part of the Property or the Project.



Exhibit D  
Land Use Phasing Plan (continued)

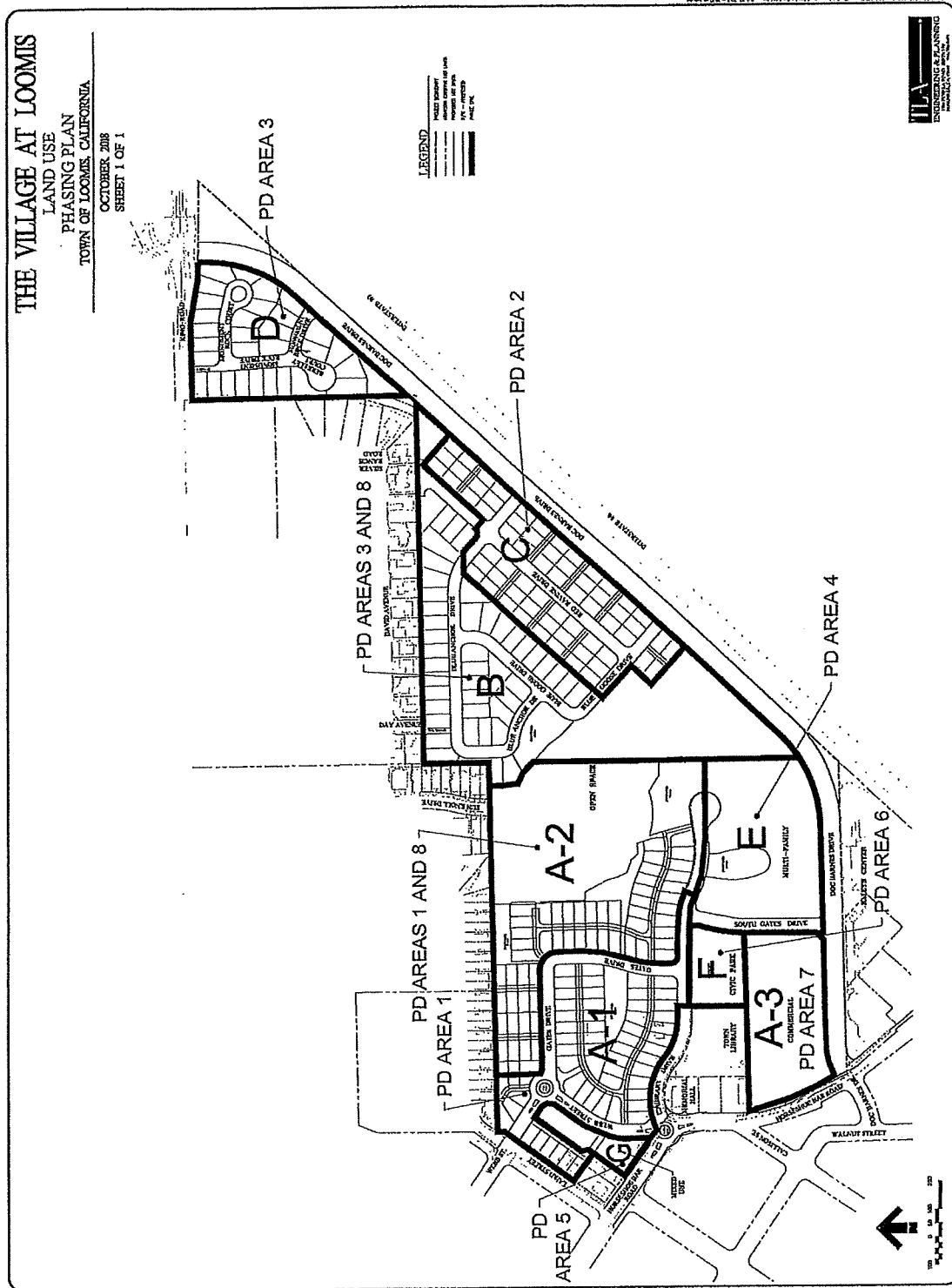


Exhibit E  
Infrastructure Phasing Plan

**THE VILLAGE AT LOOMIS**  
INFRASTRUCTURE PHASING PLAN

| Infrastructure Phase | Description  | Timing/Implementation*   |
|----------------------|--|--|
| 1                    | Doc Barnes Dr. from Horseshoe Bar Rd to King Rd, incl. traffic signals at each intersection  | Substantially complete** prior to earlier of: i) 20 <sup>th</sup> building permit issuance in Phase A-1, A-2, B or C, or the 10 <sup>th</sup> building permit in Phase D, and ii) first certificate of occupancy approval in Phase E, F, and G |
| 2                    | Gates Dr north from Doc Barnes Dr to Webb St including the roundabout at Gates Dr/Webb St intersection. Library Dr from existing terminus through the intersection at Gates. Dr. | Substantially complete** prior to earlier of: i) 20 <sup>th</sup> building permit issuance in either Land Use Phase A-1 and A-2, ii) first certificate of occupancy approval in either E, F or G, and iii) Infrastructure Phase 4              |
| 3                    | Webb St extension from Gates Dr to future roundabout at Horseshoe Bar Rd/Library Dr  | Substantially complete** prior to earlier of: i) 20 <sup>th</sup> building permit issuance in A-1, and ii) Infrastructure Phase 4  |
| 4                    | Traffic signal at Taylor Rd and Webb St  | Substantially complete** prior to earlier of: i) 20 <sup>th</sup> building permit issuance in Land Use Phase A-2, and ii) first certificate of occupancy approval in either E, F and G   |
| 5                    | Roundabout at Horseshoe Bar Rd/Library Dr/Webb St extension intersection   | Substantially complete** by the earlier of: i) first certificate of occupancy approval of Land Use Phase E, F and G, or ii) 30 <sup>th</sup> building permit issuance in Land Use Phase A-2  |
| 5A                   | Completion of construction of on-site Civic Park   | Substantially complete** within 180 days of Phase 5  |
| 6                    | Completion of Library Drive from Gates Dr to easterly terminus cul-de-sac  | Substantially complete** prior to earlier of i) First building permit issuance in Phase A-2, and ii) first certificate of occupancy approval in Phase E  |

\* The Collective Standards include other timing requirements related to occupancy of individual units and commercial space and the completion of infrastructure improvements needed for the unit/space.

\*\* "Substantially Complete" means substantially completed and as determined by the Town Engineer.

**THE VILLAGE AT LOOMIS**  
INFRASTRUCTURE  
PHASING PLAN  
TOWN OF LOOMIS, CALIFORNIA  
OCTOBER 2018



Exhibit F  
Existing Fee Schedule

Town of Loomis  
Development Impact Fees  
The Village at Loomis

| Fee Program - Adopted March 11, 2008 | SFR<br>Per Unit | MFR<br>Per Unit | Commercial Per<br>1,000 sq. ft. | Industrial<br>Per 1,000 sq. ft. | Commercial<br>Per acre | Industrial Per<br>acre |
|--------------------------------------|-----------------|-----------------|---------------------------------|---------------------------------|------------------------|------------------------|
| Road Circulation/Major Roads*        | \$ 2,460        | \$ 1,500        | \$ 3,247                        | \$ 2,238                        |                        |                        |
| Horseshoe Bar/I-80                   | \$ 1,415        | \$ 864          | \$ 1,868                        | \$ 1,288                        |                        |                        |
| Sierra College Boulevard             | \$ 762          | \$ 465          | \$ 1,006                        | \$ 694                          |                        |                        |
| Drainage                             | \$ 572          | \$ 356          | n/a                             | n/a                             | \$ 3,007               | \$ 3,007               |
| Community Facility                   | \$ 2,488        | \$ 1,650        | \$ 488                          | \$ 360                          |                        |                        |
| Quimby In-Lieu/Park Acquisition      | \$ 2,408        | \$ 1,596        | \$ 471                          | \$ 349                          |                        |                        |
| Passive Park/Open Space Acquisition  | \$1,400         | \$ 929          | \$ 273                          | \$ 203                          |                        |                        |
| Park Facility Improvement            | \$ 2,888        | \$ 1,929        | \$ 569                          | \$ 421                          |                        |                        |

Note: these fees shall be adjusted per section 7.3.4.3 of this agreement

\*See Sections 8.2.4 and 8.2.5 concerning Developer satisfaction of this requirement through construction of improvements, and possible payment to Developer of payments of this fee by the developer of Area 7.

Exhibit G  
Traffic Improvements and Funding Commitments

Unless otherwise indicated, the following improvements and funding commitments shall be at the sole expense of the Developer and not eligible for credits or reimbursements by the Town.

| IMPROVEMENT   | TIMING  | NOTES  |
|---|---|--|
| Developer will construct Doc Barnes Drive as proposed in the application, including construction of an enhanced bike and pedestrian crossing of Doc Barnes Drive and Gates Drive. | <u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E). | Developer will pay the cost for construction of Doc Barnes Drive. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs. As provided in Section 8.2.1, Town will reimburse Developer an amount not to exceed the lesser of \$194,140 or the total amount of money available in the Town's Traffic Impact Fee fund specifically retained for the construction of Doc Barnes Drive. Additionally, as provided in Section 8.2.5, Town may be required to pay to Developer Road Circulation/Major Roads Mitigation Fees received from the commercial development within Phase A-3.<br>Reimbursement shall be following the completion of construction of Doc Barnes Drive and acceptance of the completed improvements by the Town. |

| IMPROVEMENT   | TIMING  | NOTES  |
|---|---|--|
| Developer will install signal at the intersection of Horseshoe Bar Road and Doc Barnes Drive  | <u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E). | Developer will pay the cost for construction of the signal at Horseshoe Bar Road and Doc Barnes Drive. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs.                                   |
| Developer will install traffic signal at the intersection of King Road and Doc Barnes Drive   | <u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E). | Developer will pay the cost for construction of the traffic signal at the intersection of King Road and Doc Barnes Drive. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs.                |
| Developer will install roundabout at the intersection of Horseshoe Bar Road and Library Drive | <u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E). | Developer will pay the cost for construction of the roundabout at Horseshoe Bar Road and Library Drive. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs.                                  |
| Developer will install Webb Street Extension per Alternative 2 of the EIR.                    | <u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E). | Developer will pay the cost for construction of the Webb Street extension as well as roundabout at Horseshoe Bar Road and Library Drive. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs. |

| IMPROVEMENT   | TIMING   | NOTES  |
|---|--|--|
| Developer will install traffic signal at the intersection of Webb Street and Taylor Road  | <u>See</u> Section 8.1.2 and Infrastructure Phasing Plan (Exhibit E).  | Developer will pay the cost for construction of the traffic signal at the intersection of Webb Street and Taylor Road. Costs include all costs, i.e., engineering design; surveying; plan check and inspection fees; construction management; and actual construction costs. |
| Developer will provide Maintenance District and funding for internal roads  | The Internal Road Maintenance District shall be created prior to issuance of the first building permit of the phase that contains the improvements and the structures. See Phasing Plan (Exhibit E). | Developer will pay the cost for the development and implementation of the Internal Road Maintenance District. Costs include all costs, i.e., creation, outreach, elections, fees.  |
| Developer will provide Maintenance Program and funding for the landscaping and bike trail adjacent to Doc Barnes Drive within the Property  | The Doc Barnes Landscaping Maintenance Program shall occur prior to the issuance of the first building permit of the adjacent residential phase. See Phasing Plan.                                   | Developer will pay the cost for the development and implementation of the Doc Barnes Landscaping Maintenance Program. Costs include all costs, i.e., creation, outreach, elections, fees.  |
| Developer will provide funds for the construction of additional improvements at the intersection of Horseshoe Bar Road and Laird Street.  | The Developer shall provide \$70,000 at the time of issuance of the first building permit in a residential phase (A, B, C or D).   | The Developer will pay \$70,000 to be applied by the Town to the Improvements at the Intersection of Horseshoe Bar Road and Laird Street per Section 11.2 of this Agreement.   |
| <p>NOTE: With respect to any improvement to which Developer is entitled to reimbursement from a benefitted third party (as provided in Section 8.4), such reimbursement may be accomplished either from direct reimbursement from that benefitted third party, or from proceeds of a Community Facilities District (CFD), or a combination of both.</p> <p>NOTE: With respect to all improvements required of Developer where Developer does not own the land over which such improvements are planned, Developer has the obligation pursuant to Section 8.1.3 of this Agreement to acquire such land necessary for the construction of the improvements in question.</p> |  |  |



EXHIBIT H  
Form of Assignment

OFFICIAL BUSINESS  
Document entitled to free recording  
Government Code Section 6103

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Town of Loomis  
3665 Taylor Road  
Loomis, CA 95650  
Attn: Town Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

THE VILLAGE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made by and between The Village at Loomis, LLC, a California limited liability company ("Developer"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

RECITALS

1. On \_\_\_\_\_, 2018, the Town of Loomis and Developer entered into that certain "The Village Development Agreement" (the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop the Property (as that term is defined in the Development Agreement) as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Placer County on \_\_\_\_\_, 2018, as Instrument No. \_\_\_\_\_.
2. Developer intends to convey a portion of the Property to Assignee, commonly referred to as Parcel \_\_\_\_\_, and more particularly identified and described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Assigned Parcel").
3. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of its conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the

Development Agreement with respect to the Property other than the Assigned Parcel.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. For purposes of the timing for construction of infrastructure pursuant to Exhibit E of the Development Agreement, Assignor and Assignee agree that all construction activity within the Project shall be aggregated, regardless of ownership.

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

5. The Notice Address described in the Village Development Agreement for Developer with respect to the Assigned Parcel shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. This Agreement may be signed in identical counterparts.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 20\_.

THE VILLAGE AT LOOMIS, LLC:

ASSIGNEE:

\_\_\_\_\_

\_\_\_\_\_

a \_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Print Name: \_\_\_\_\_

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

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

Exhibit I  
Memorandum of Development Agreement

Recording Requested by and  
When Recorded Return to:

Town of Loomis  
3665 Taylor Road  
Loomis, CA 95650  
Attn: Town Clerk

No recording fee required pursuant to Government Code Section 27383  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is made this \_\_\_\_ day  
of \_\_\_\_, 2018, by and between the TOWN OF LOOMIS ("Town") and \_\_\_\_\_  
("Developer"), collectively referred to as the "Parties."

Town and Developer are Parties to that certain "Development Agreement" dated \_\_\_\_\_  
(the "Development Agreement"), the terms and conditions of which are hereby incorporated by  
this reference as if set forth in full herein. The Development Agreement controls the  
development of that certain real property, including improvements thereto, situated in the  
County of Placer, State of California, and described as follows (the "Property"):

[See Exhibit 1]

"TOWN"

"DEVELOPER"

TOWN OF LOOMIS

THE VILLAGE AT LOOMIS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
It's: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
It's: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Crickett Strock  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff Mitchell  
Town Attorney