

**ORDINANCE NO. 2012- 1082**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF PLUMAS  
AND LAKE ALMANOR ASSOCIATES LP, A CALIFORNIA LIMITED PARTNERSHIP FOR  
LAKE FRONT AT WALKER RANCH**

**Section 1.** The Board of Supervisors of the County of Plumas, State of California, FINDS as follows:

**1.1.** That certain Development Agreement for Lake Front at Walker Ranch, as set forth in Exhibit "A" of this ordinance and incorporated herein by this reference, between Lake Almanor Associates LP, A California Limited Partnership and the County of Plumas, is found to be consistent with the Plumas County General Plan because the proposal is consistent with the goals, policies, standards and objectives of existing General Plan and Zoning Code as set forth in specific detail in the Final Environmental Impact Report #84 (Land Use Section 4.1).

**1.2.** That certain Development Agreement for Lake Front at Walker Ranch, as set forth in Exhibit "A" of this ordinance, between Lake Almanor Associates LP, A California Limited Partnership and the County of Plumas, is found to have a reasonable probability that the project will be consistent with the future adopted general plan because the property will be developed in a manner and include infrastructure consistent with the County's Prime Opportunity Development Standards, concentrates development outside of identified sensitive wildlife areas, and incorporates elements promoting affordable housing and recreational amenities.

**1.3.** That certain Development Agreement for Lake Front at Walker Ranch, as set forth in Exhibit "A" of this ordinance, between Lake Almanor Associates LP, A California Limited Partnership and the County of Plumas, is found to have little or no probability that the project will be detrimental to or interfere with the future adopted general plan in that the property has been targeted for development due to its location in an area already in the development process and avoids sensitive wildlife and resource areas which are the areas looked at for preservation in the new general plan in process. This continues to be an area identified as ideal for the type of development proposed taking advantage of the recreational opportunities associated with Lake Almanor and having topography suitable for development.

**1.4.** That all the terms and conditions of that certain Development Agreement for Lake Front at Walker Ranch, as set forth in Exhibit "A" of this ordinance, between Lake Almanor Associates LP, A California Limited Partnership and the County of Plumas, were part of the analysis in Final Environmental Impact Report Number 84, which was certified by the Board of Supervisors on March 2, 2010 and Resolution 2010-7614 was adopted making certain findings and certifying the Final Environmental Impact Report.

**1.5.** That because certain impacts identified impacts related to noise, air quality, and biology were identified in Final Environmental Impact Report Number 84 are identified as significant and unavoidable a Statement of Overriding Considerations were adopted by the Board of Supervisors.

**1.6.** That the Lake Front at Walker Ranch project should be encouraged in order to meet important economic, social, environmental or planning goals of the General Plan and the future adopted general plan of the County of Plumas.

**1.7.** That the landowner/applicant, Lake Almanor Associates LP, a California Limited Partnership, will incur substantial costs in order to provide public improvements, facilities or services from which the general public will benefit.

**1.8.** That the Lake Front at Walker Ranch project would be unlikely to proceed in the manner proposed in the absence of a development agreement.

**1.9.** That the landowner/applicant, Lake Almanor Associates LP, a California Limited Partnership, will participate in all programs established and/or required under the General Plan, the Final Environmental Impact Report Number 84, and as set forth in the Development Agreement and all of the applicable approving resolutions (including any mitigation monitoring plan), and has agreed to financial participation required under any applicable financing plan and its implementation measures, all of which will accrue to the benefit of the public.

**1.10.** That the landowner/applicant, Lake Almanor Associated LP, a California Limited Partnership, has made commitments to a high standard of quality and has agreed to all applicable land use and development regulations or negotiated list of land uses.

- Section 2.** A public hearing was held on March 13, 2012, to consider the Development Agreement. Notice of Intention to consider the adoption of the Development Agreement was given as provided by Plumas County Code Section 9-7.301 and as provided in Sections 65854, 65854.5, and 65856 of the Government Code of the State of California.
- Section 3.** That certain Development Agreement for Lake Front at Walker Ranch, set forth in Exhibit "A" of this ordinance, between Lake Almanor Associates LP, a California Limited Partnership, and the County of Plumas is adopted and approved by this Board
- Section 4.** The Chairman of the Plumas County Board of Supervisors is hereby authorized to execute the Development Agreement for Lake Front at Walker Ranch, set forth in Exhibit "A" of this ordinance, between Lake Almanor Associates LP, a California Limited Partnership, and the County of Plumas.
- Section 5.** No sections of this ordinance shall be codified.

**Section 6.** The Development Agreement shall be recorded pursuant to Section 65868 of the Government Code of the State of California.

**Section 7.** A summary of this ordinance shall be published in the *Chester Progressive*, a newspaper of general circulation in Plumas County, within fifteen (15) days of adoption. A certified copy of the full text of the ordinance, including Exhibit "A", shall be posted in the office of the Clerk of the Board of Supervisors at least five days prior to the Board of Supervisors meeting at which the proposed ordinance is to be adopted.

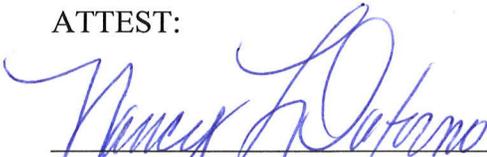
**Section 8.** The Development Agreement shall become effective on the later date of either: the effective date of this ordinance approving the Development Agreement or the date of the last signatory to execute the Development Agreement.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 20<sup>th</sup> day of March, 2012, by the following vote:

AYES: Supervisors: THRALL, SWOFFORD, SIMPSON, KENNEDY, MEACHER  
NOES: Supervisors: NONE  
ABSENT: Supervisors: NONE

  
\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Nancy L. Da Forno  
Clerk of the Board of Supervisors

## **SUMMARY OF DEVELOPMENT AGREEMENT ORDINANCE.**

**The Plumas County Board of Supervisors is proposing to adopt an ordinance approving a Development Agreement between the County of Plumas and Lake Almanor Associates LP, a California Limited Partnership, for the Lake Front at Walker Ranch project.**

**Key Elements of the Development Agreement are:**

- \* The Development Agreement has an initial term of 15 years and can be extended twice for a period up to 10 years per extension subject to conditions as specified in the Development Agreement.**
- \* Boundaries of the Land Use Areas (LUAs) of the project may be modified so that the overall net density of the project does not exceed the total of 1,674 residential units.**
- \* Existing approvals shall expire at the same date of the expiration of the Development Agreement.**
- \* Onsite Infrastructure shall be provided by the developer at its expense in accordance with the development plan and shall thereafter be dedicated or conveyed to the Walker Ranch CSD.**
- \* The developer shall participate and financially contribute in accordance with its proportional share, as may be required under the Existing Approvals and Mitigation Monitoring Program, in the cost of construction of certain offsite roadway improvements, including improvement to the State highway system.**
- \* Legal Defense Costs in the event of third-party legal challenge are to be paid by the developer.**
- \* Developer to convey open space lands subject to Settlement Agreement and Conservation Easement.**
- \* Developer agrees to design and construct a stubbed water supply pipeline between the Walker Ranch CSD water line and the Lake Almanor County Club Mutual Water Company.**
- \* The wastewater treatment plant shall be designed and constructed in a manner that the treatment plant can be expanded to provide service to the Peninsula area in the event the County or the Walker Ranch CSD determines providing such service is necessary or desirable.**
- \* The developer agrees that in the formation of the Homeowners Association that the documents shall provide that a payment in the amount equal to \$3.00 per developed parcel annexed into the association per annum shall be included in the association budget for the purpose of water quality monitoring of Lake Almanor.**
- \* The developer agrees to pay the County \$5,000 for sole use for funding equipment for the Almanor Recreation Center.**

**A public hearing was held on March 13, 2012 at 1:30 p.m. in the Board of Supervisors room, Plumas County Courthouse, Quincy, CA.**

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AYES: Supervisors: THRALL, SWOFFORD, SIMPSON, KENNEDY, MEACHER  
NOES: Supervisors: NONE  
ABSENT: Supervisors: NONE

EXHIBITS: COPIES OF EXHIBIT "A" AS DESCRIBED ABOVE ARE ON FILE IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS.

Please publish, March 28, 2012

*Chester Progressive*