

## **ORDINANCE 1052B**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING THE ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LINCOLN AND LINCOLN LAND HOLDINGS, LLC**

#### **Recitals**

WHEREAS, Section 65864, et seq. of the California Government Code provides for preparation and adoption of amendments to development agreements; and

WHEREAS, the City of Lincoln ("City") and Lincoln Land Holdings, LLC ("Developer") entered into a Development Agreement concerning the development known as Lewis Property on August 23, 2013, recorded on October 18, 2013, in the Official Records of Placer County, as Document number 2013-0099597-00 ("Development Agreement"); and

WHEREAS, the Development Agreement vests the following entitlements: a General Plan Amendment, Resolution No. 2010-096, dated June 8, 2010; Village 7 Specific Plan, Resolution No. 2010-097, dated June 8, 2010; Rezoning, Ordinance No. 846B, dated June 8, 2010; General Development Plan, Ordinance No. 847B, dated June 8, 2010; Large Lot Vesting Tentative Parcel Map, Resolution No. 2010-098, dated June 8, 2010; and

WHEREAS, on January 10, 2017, the First Amendment to this Development Agreement was executed to modify the General Plan, Specific Plan, and General Development Plan (collectively referred to as "Specific Plan Amendments") to consolidate residential and park uses within Phase 1 of the Specific Plan Area while maintaining a consistent number of dwelling units in the Specific Plan; and

WHEREAS, the Developer seeks to modify the General Development Plan and the Vesting Tentative Subdivision Map (collectively referred to as "Vesting Tentative Subdivision Map Amendments") to incorporate new single family residential lot sizes increasing the total unit count to be developed within the project site from 539 to 565, and reduce the length of Western Boulevard that would need to be constructed during Phase 1 and defer construction of the remaining portion of Western Boulevard to subsequent phases (described in the attached Exhibits 3.1.G-1 and 3.1.G-2); and

WHEREAS, the City's Community Development Director has determined that the Vesting Tentative Subdivision Map Amendments are substantial amendments pursuant to section 1.8(b) of the Development Agreement and require the parties to execute a Second Amendment to the Development Agreement ("Second Amendment"); and

WHEREAS, notice describing the proposed Second Amendment was sent to neighboring property owners pursuant to Section 18.80.30 of the Lincoln Municipal Code and Government Code section 65091(a); and

WHEREAS, the City, as Lead Agency, has prepared an Addendum to the Village 7 Specific Plan Environmental Impact Report ("EIR") certified in June, 2010 (SCH No. 2005062001), and has concluded the preparation of an additional supplemental or subsequent EIR is not required prior to approval of the proposed; and

WHEREAS, on July 20, 2022 the Planning Commission of the City of Lincoln did hold a duly noticed public hearing and following discussion and public testimony recommended the City Council approve the proposed Second Amendment to the Development Agreement by and between the City of Lincoln and Lincoln Land Holdings, LLC under Resolution No. 22-017; and

WHEREAS, the City Council has reviewed proposed Second Amendment (described in the attached Exhibits 3.G-1 and 3.G-2) and has conducted a duly noticed public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN DOES HEREBY APPROVE THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH LINCOLN LAND HOLDINGS, LLC, AS FOLLOWS:

Section 1. Incorporation. This Ordinance incorporates, and by this reference makes a part hereof, that certain Second Amendment to the Development Agreement by and between the City of Lincoln and Lincoln Land Holdings, LLC, relative to the development of Lewis Property on certain real property consisting of approximately 514.6 acres located in the City of Lincoln, in the area generally west of State Highway 65, south of Auburn Ravine.

Section 2. Development Agreement Findings. Pursuant to Section 18.84.070 of the City of Lincoln Municipal Code, the City Council finds and determines as follows:

a. The Second Amendment to the Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan. The land uses shown on the Land Use Diagram of the Second Amendment maintain open space and buffer areas (Policy LU-1.4) between development projects and significant water courses, riparian vegetation, and wetlands and promotes the use of development patterns that are relatively compact (Policy LU-1.8) and use space in an efficient but aesthetic manner to promote more walking and biking. The Land Use Diagram provides a variety of residential land designations to meet the current needs of the City, consistent with Policy LU-2.6 and includes a range of residential densities. It provides residents the option of walking and bicycling along Ingram Slough and open space areas or using transit along Ferrari Ranch Road or Central Boulevard consistent with General Plan policies LU 1.6, Goal T-5, and related policies. The Development Agreement promotes the retention of natural open spaces, greenbelts, and the provision of adequate parks, and the Second Amendment retains these elements.

b. The Second Amendment to the Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the Village 7 Specific Plan ("Specific Plan") because it retains the major design elements of the Specific Plan relationship to preserved wetlands and natural resources, the Village Center, defined residential neighborhoods, open space and public/civic spaces. The Second Amendment retains all major pedestrian and bicycle facilities envisioned within the Village 7 Specific Plan; supports the transit services that are anticipated for Ferrari Ranch Road and Central Boulevard; places parks at neighborhood entrances and to place parks in close proximity to all residents; does not modify public facilities such as water, sewer, drainage, and other utilities; and will be essentially unaffected by the proposed project.

c. The Second Amendment to the Development Agreement is compatible with the uses authorized by the Village 7 General Development Plan ("GDP") because the

proposed project retains the features of “traditional neighborhood design” identified in the GDP, the mobility features of the GDP, the parks and open space features of the GDP, generally retains the Village Center as described in the GDP. and retains the overall configuration of Neighborhoods within the GDP.

d. The Second Amendment to the Development Agreement conforms to public convenience, general welfare, and good land use practices in furtherance of orderly planning efforts.

e. The Second Amendment to the Development Agreement will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole.

f. The Second Amendment will not adversely affect the orderly development of property or the preservation of property values. The Development Agreement as amended by the Second Amendment will promote the orderly development of the Lewis Property through a flexible phasing plan which is tied to the provision of supporting infrastructure capacity and the construction of off-site infrastructure improvements, consistent with the General Plan Public Facilities Element. The Development Agreement as amended provides for the construction of roadways to provide improved access to the Project and adjacent properties, and the extension of utilities and infrastructure such as water, sanitary sewer and storm drain facilities necessary to accommodate the Project. The Development Agreement as amended is expected to increase the general value of the Lewis Property and surrounding properties by providing for the development of its designated land uses and public amenities, consistent with the General Plan and General Development Plan for Lewis Ranch.

g. The Development Agreement as amended by the Second Amendment is consistent with the provisions of Government Code sections 65864 through 65869.5 because it will vest development rights and assurances to Lincoln Land Holdings, LLC, which has a legal and equitable interest in the Lewis Property, and will ensure that Lincoln Land Holdings, LLC will be able to proceed with the development of the Lewis Property in accordance with the City’s rules, regulations, and official policies in effect on the effective date of the Development Agreement, subject to the conditions of approval. The Development Agreement as amended by the First Amendment will assist Lincoln Land Holdings, LLC in the development of the Lewis Property by reducing economic costs of development.

Section 3. Approval. Based on the findings set forth in this ordinance, and the evidence in the Staff Report and accompanying documents, Planning Commission recommendations, and public testimony, the City Council approves the Second Amendment to the Development Agreement, substantially in the form on file with the City, subject to such language and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.

Section 4. CEQA. In accordance with California Environmental Quality Act (“CEQA”), the City determined the Vesting Tentative Subdivision Map Amendments to include minor technical changes; therefore, an Addendum to the certified EIR was prepared, which concluded the proposed changes would not result in any new significant information of substantial importance, new environmental impacts, new mitigation measures, new or revised alternatives, or an increase

of the severity of previously identified impacts that would require major revisions to the original 2010 certified Village 7 Specific Plan EIR. As a result, the preparation of an additional supplemental or subsequent EIR is not required prior to approval of the proposed entitlements; and

Section 5. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance for any reason shall be held to be invalid or unconstitutional, the decision shall not affect the remaining portions of this ordinance. The City Council of the City hereby declares that it would have passed this ordinance and each article, section, subsection, paragraph, sentence, clause or phrase which is a part thereof, irrespective of the fact that any one or more articles, sections, subsections, paragraphs, sentences, clauses or phrases are declared to be invalid or unconstitutional.

Section 6. Effective Date and Publication. This ordinance shall take effect thirty (30) days after the adoption, and shall be published once within fifteen (15) days of its passage in the *Lincoln News Messenger*, a newspaper of general circulation, published and circulated in the City of Lincoln, County of Placer and thenceforth and thereafter shall be in full force and effect.

**INTRODUCED** at a regular meeting of the City Council of the City of Lincoln held on August 9, 2022.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of August, 2022, by the following roll call vote:

AYES: COUNCILMEMBERS: Karleskint, Lauritsen, Silhi, Andreatta

NOES: COUNCILMEMBERS:

RECUSED: COUNCILMEMBERS: Joiner

  
\_\_\_\_\_  
Holly Andreatta, Mayor

ATTEST:

  
\_\_\_\_\_  
Gwen Scanlon, City Clerk

**EXHIBIT G-1**  
**ROADWAY PHASING PLAN**



## EXHIBIT G-2

### PHASING OF ROADWAY AND LANDSCAPING IMPROVEMENTS\*

Roadway and landscaping improvements will be constructed per phase as follows:

#### **Phase 1A - Description of Improvements:**

**North Ingram Slough Bridge:** Full width – Four lanes with attached walkways on both sides connecting to the Lincoln Crossing development.

**Ferrari Ranch Road:** Half width – Two lanes w/curbs and gutters (southern half of roadway) from the North Ingram Slough Bridge to existing Moore Road, including improvements to the resulting tee intersection of Moore Road and Ferrari Ranch Road.

Landscaping: Linear Parkway along the southern edge of the roadway from the North Ingram Slough Bridge to Central Boulevard.

**Ferrari Ranch Road/Central Boulevard Intersection:** Right and left turn lanes to South Central Boulevard.

**Central Boulevard:** Full right of way width – From Ferrari Ranch Road to the southern edge of the Phase 1A boundary.

Landscaping: 22' wide median and the Linear Parkway along the western edge of the roadway adjacent to developing parcels.

**Secondary Collector:** Full right of way width – From Ferrari Ranch Road south to the second entry to Phase 1A. southern edge of the Phase 1A boundary.

Landscaping: Linear Parkway along the eastern edge of the roadway adjacent to developing parcels.

#### **Phase 1B - Description of Improvements:**

**Central Boulevard:** Full right of way width – from the Phase 1A boundary to the future South Ingram Slough Bridge on east side of Phase 1B.

Landscaping: 22' median and the Linear Parkway along the western edge of the roadway adjacent to the developing parcels

~~**Secondary Collector (Street "A"):** Full right of way width – from the Phase 1A boundary to the future South Ingram Slough Bridge on the west side of Phase 1B.~~

~~Landscaping: Linear Parkway along the eastern edge of the roadway adjacent to developing parcels~~

### **Phase 1C - Description of Improvements:**

#### **Ferrari Ranch Road:**

Landscaping: Linear Parkway along the southern edge of Ferrari Ranch Road from Central Boulevard to the existing Moore Road.

#### **Central Boulevard:**

The Linear Parkway along the eastern edge of the roadway adjacent to developing parcels.

### **Phase 2A - Description of Improvements:**

**Ferrari Ranch Road/Central Intersection:** Right and left turn lanes to Central Boulevard; partial signalization when determined by traffic warrants.

**Central Boulevard:** Full right of way width – from Ferrari Ranch Road northerly to intersection with Moore Road.

Landscaping: 10' wide median and the Linear Parkway along the western edge of the roadway adjacent to developing parcels.

**Moore Road:** Reconstruct the two travel lanes of Moore Road and install curb, gutter, and sidewalk (consistent with the approved Moore Road street section) along the southern portion of Moore Road between Central Blvd. and Sorrento Parkway to the east. See Article 3 of Development Agreement for related details.

Reconstruct the two travel lanes of Moore Road and install curb, gutter, sidewalk and landscaping improvements, (consistent with the approved Moore Road street section) along the eastern portion of Moore Road between the Phase 2A Residential Street connection to Moore Road and south to Ferrari Ranch Road. See Article 3 of Development Agreement for related details.

### **Phase 2B - Description of Improvements:**

#### **Central Boulevard:**

Landscaping: Linear Parkway along the eastern edge of the roadway adjacent to developing parcels.

#### **Moore Road:**

Landscaping improvements along the south and east side of Moore Road.



### **Phase 2C - Description of Improvements:**

**Ferrari Ranch Road:** Remaining width of the right of way from the North Ingram Slough Bridge to existing Moore Road.

Landscaping: 12' wide median and the Linear Parkway from North Ingram Slough Bridge to existing Moore Road.

#### **Central Boulevard:**

Landscaping: Linear Parkway along the edges of the roadway adjacent to developing parcels.

**Moore Road:** Full-width of the right of way from the intersection of Central Boulevard to the intersection of Sorrento Parkway.

Landscaping: Linear Parkway from the intersection of Central Boulevard to the intersection of Sorrento Parkway

### **Phase 3A - Description of Improvements:**

**Eastern Ingram Slough Bridge:** Full width-two lanes with attached walkways on both sides connecting to Phase 1.

**Central Boulevard:** Full right of way width – from the Eastern Ingram Slough Bridge to the Phase 4A southern boundary.

Landscaping: 10' wide median and the Linear Parkway along the eastern edge of the roadway adjacent to developing parcels.

### **Phase 4A - Description of Improvements:**

**Secondary Collector (Street "A"):** Full right of way width – from the second entry to Phase 1A - boundary to the future South Ingram Slough Bridge on the west side of Phase 1B.

Landscaping: Linear Parkway along the eastern edge of the roadway adjacent to developing parcels

**Western Ingram Slough Bridge:** Full width – two lanes with attached walkways on both sides.

#### **Central Boulevard:**

Linear Parkway along the western edge of the roadway adjacent to developing parcels.

**Phase 4B - Description of Improvements:**

**Central Boulevard:** Full right of way width – remaining portion south of Phases 3A/4A.

\* Note: All roadway sizing and locations and landscaping improvements are preliminary and subject to final design review and approval by the City of Lincoln.