



## Planning Commission Agenda Report Meeting Date 10/5/23

DATE: September 22, 2023  
TO: PLANNING COMMISSION  
FROM: Mike Sawley, Principal Planner, 879-6812  
Community Development Department  
RE: Meriam Park Development Agreement Amendment No. 6

Files: DA 05-02  
DA 17-01

### **SUMMARY**

The proposed amendments to the Development Agreement (DA) between the City of Chico and Meriam Park LLC, would do the following:

1. Update the DA to identify the parties that have succeeded Meriam Park LLC's interest in the remaining undeveloped portions of the Meriam Park site;
2. Update the Project Description to reflect the total number of residential units anticipated in Meriam Park;
3. Cancel-out certain development impact fees (DIF) owed to the City by the developer which are fully offset by DIF reimbursements owed to the developer by the City;
4. Revise due dates for the completion of the two neighborhood parks within the project;
5. Acknowledge that each of the two remaining residential developers are obliged to construct at least one neighborhood green;
6. Reduce the required number of affordable housing units to be built, consistent with the original proportion of 15% affordable units in the overall project; and
7. Other minor changes to update timeframes for completing certain improvements, eliminate redundant development criteria, delete impractical language, and to eliminate incorrect or outdated references.

All other DA requirements which are not being amended would remain in full force and effect. Staff has identified no major issues with the requested DA amendments.

### **Recommendation:**

The Community Development Director recommends that the Planning Commission hold a hearing and adopt Resolution No. 23-08 (**Attachment A**), recommending that the City Council amend Development Agreement 05-02, based on the findings contained therein.

### **Proposed Motion:**

I move that the Planning Commission adopt Resolution No. 23-08, recommending that the City Council approve Amendment No. 6 to Development Agreement 05-02, based on the findings contained therein.

### **BACKGROUND AND ANALYSIS**

In 2007, the City Council certified a Final EIR, approved a DA, created a new General Plan Land Use Designation (Special Mixed-Use), and adopted a new Traditional Neighborhood

Development (TND) zoning district and regulations to support development of a mixed-use neighborhood on the Meriam Park site. The TND Regulations and Meriam Park project embody the principles of "New Urbanism" with an interconnected street network, rear alleys, attention to shaping public spaces including streets, shorter block lengths and mix of uses to reduce reliance on the automobile and encourage walking, and a variety of housing types.

The 240-acre Meriam Park site is located generally west of Bruce Road, north of East 20th Street, south of Humboldt Road, and east of Bedford Drive, in southeast Chico (see Location/Notification Area Map, **Attachment B**).

### **Existing Development Agreement**

The DA, dated August 6, 2007, is a 25-year agreement between the City and Meriam, establishing standards, conditions, and regulations governing the project's development. The DA generally describes the project and includes several exhibits illustrating the conceptual pattern of development for the site. A copy of the current Development Agreement, as amended, is provided as **Attachment C**.

### **North Butte County Superior Courthouse**

In 2010, the City amended the DA to facilitate the State's acquisition of a 4-acre site in Meriam Park for the North Butte County Superior Courthouse. The 70,000 square-foot courthouse consolidated Superior Court operations for Chico and Paradise. As a condition of the sale, the State required severance from the DA. The 4-acre courthouse site was excluded from the DA as part of a prior DA amendment, however, Meriam retained the obligation to pay Development Impact Fees (DIF) owed for the courthouse that were not paid by the State.

### **DA Amendments Proposed by the Applicant**

The applicant proposes to amend 12 sections of the DA, all of which are supported by staff. The amendments are summarized below, each followed by a brief staff analysis:

#### ***Amendment of Section 1.4***

Project Description. Revise the description for the overall Meriam Park project to acknowledge that the current anticipated buildout is 1,667 residential units, which is considerably lower than the original "likely build-out scenario" of 2,300 units.

Analysis: This update acknowledges that only about three-quarters of the original number of residential units are expected to be constructed within the Meriam Park project. As explained in more detail below, the assumptions for the total residential units within Meriam Park relate to the required amount of affordable housing.

#### ***Amendment of Section 2.3***

Project Approvals. Edit the section to remove a reference to a "project approvals" exhibit which has never been part of the approved DA.

Analysis: This would simply clean up an error that has been identified in the DA.

### ***Amendment of Section 2.7***

Processing Fees and Charges. Modify the section to (1) update a reference to the Nexus Program which is now referred to as the Development Impact Fee (DIF) Program, and (2) acknowledge the cancellation of offsetting debts in connection with development of the Courthouse and construction of certain capital improvements identified by the DIF Program.

Analysis: Since the City was unable to collect DIF Street Facility fees from the State for development of the Courthouse, the City withheld reimbursements for the same amount, which would normally be due to the developer from the DIF Street Facility Fund for constructing DIF Program street facilities on Notre Dame Boulevard in Meriam Park Phase 8, near the Parkside Terrace affordable housing project (2162 Hartford Drive). The DA amendment would officially declare that these offsetting debts for the Street Facilities are settled.

### ***Amendment of Section 3.2***

Roadway Improvements. Delete a reference to temporary facilities that were constructed for the Courthouse, update more references pointing to the Nexus DIF program, and add a sentence describing the purpose behind distinguishing DIF Program Street Facilities from other street facilities.

Analysis: These amendments eliminate moot language and update references to current naming conventions for the City's Capital Improvement Program. The temporary bicycle and pedestrian facilities for the Courthouse have been replaced with permanent street facilities, and the sentence added to Subsection 3 is merely educational.

### ***Amendment of Section 3.3***

Parks and Greens. The edits in this section would do the following: (1) eliminate a potentially-conflicting standard for park proximity, (2) update the completion date for Park A, (3) update the triggering event for completing Park B, (4) acknowledge that there are three entities which own the three remaining residential sites in Meriam Park and list the responsibility for each regarding the construction of the remaining public parks and greens, (5) remove the ability for developers in Meriam Park to accrue park fee credits for constructing parks/greens, (6) institute a safeguard regarding park proximity for new residential uses, (7) identify the Community Development Director instead of the Bidwell Park and Playground Commission for approving neighborhood park designs, and (8) delete non-binding language about coordinating joint use of playfields at Little Chico Creek Elementary and Marsh Junior High Schools.

Analysis: (1) The standard for park proximity in the DA is very similar to Chico Municipal Code Section 19.82.060.E, which requires open space areas within a 3-minute walk (900-ft radius) of 90% of all residential properties. With this requirement in the Code, including a variant of the park proximity requirement in the DA is not necessary.

(2) Since the original completion date for Park A (2015) has passed, resetting the due date to 08/31/2024 is a pragmatic amendment that restores a sense of urgency.

(3) Resetting the trigger for Park B on the north side of Little Chico Creek is also reasonable since the existing DA required the park to be constructed by 2020, before any residential construction north of the creek. The amended trigger would enable the occupancy of the North Creek Crossings affordable housing project in the near term while retaining the requirement to complete Park B prior to occupancy of more than 50% of the parcels north of the creek.

(4) Identifying the remaining residential developers and their respective responsibilities for constructing public parks and greens is useful because the existing DA treats the developer of Meriam Park as a singular entity. Assigning the responsibilities for constructing the remaining parks and greens to each specific developer will help ensure the orderly development of the remaining residential areas in Meriam Park.

(5) Removing the ability for developers in Meriam Park to accrue park fee credits for constructing parks and greens would enable staff to wind down the effort of tracking park fee credits for Meriam Park. Once all fee credits are used, this amendment would reinstate revenues flowing into the Park Fund for new residential units in Meriam Park.

(6) Adding a safeguard for counting residential properties that lie outside areas with an improved park addresses a minor concern that the remaining residential development could be phased to avoid timely park improvements.

(7) Pursuant to a 2020 Memorandum of Understanding between the City and the Chico Area Recreation and Park District (CARD), all neighborhood parks are to be owned and operated by CARD. Changing the approval authority for the design of Park A and Park B to the Community Development Director would authorize the Director to work out the design of these parks with CARD instead of the BPPC, which has not been involved in the approval of neighborhood park designs for many years.

(8) Deleting the language about coordinating joint use of playfields at nearby schools is supported because the school district's policies (and insurance requirements) render the concept of formalized public access to school grounds during non-school hours infeasible.

#### ***Amendment of Section 3.4***

Greenway and Greenway Improvements. Update the section to delete completed requirements and to reflect the current status of needed greenway improvements.

Analysis: The greenway dedications required pursuant to this section were completed with the recording of Boundary Line Modification 21-05 on 8/16/2022. The new bike path on the north side of the creek has been constructed roughly halfway over to Bruce Road from the North Creek Crossings affordable housing project on Notre Dame Boulevard. The amended trigger would enable the occupancy of that project in the near term while retaining the requirement to complete the bike path once the Bruce Road Widening Project creates a destination for the bike path.

#### ***Amendment of Section 3.5***

Maintenance and Financing of Park and Greenway Improvements. Repeal the section.

Analysis: Modification of the maintenance district required by this section has been completed.

#### ***Amendment of Section 3.7***

Affordable Housing. Amend the section to recognize that the original target of 15% affordable housing units fulfills Meriam's requirement to provide affordable units under the DA.

Analysis: The amendments to this section would have the effect of removing the remaining requirement for Meriam to provide 97 moderate affordable single-family units. The justification is stated in the DA Amendment as follows: "The original affordable housing requirement in this Agreement was based on Meriam providing 15% affordable units using the 'likely development

scenario' from the EIR for an assumed build out of 2,300 residential units (or 345 affordable units). The current Meriam Park Master Plan anticipates a total of 1,667 residential units in Meriam Park. At all times, Meriam shall be required to adhere to the 15% affordable housing threshold at the Meriam Park development project. To maintain using a 15% provision of affordable housing within Meriam Park, this Section requires Meriam to provide a minimum of 250 affordable units. To date, ninety (90) units of affordable housing have been constructed for very low income households in the Parkside Terrace apartment complex. The North Creek Crossings project under construction in 2023 will provide an additional 160 affordable units, for a grand total of 250 affordable requirement provided within the Meriam Park development.”

The amendment requires that any developer which builds more than their allotment of residential units shall provide additional affordable units or reduce the number of anticipated units from another Meriam Park parcel under their control to maintain a minimum of 15% affordable units in Meriam Park.

#### ***Amendment of Section 3.9***

Transportation Management Association & Parking Benefit District. Edit the section to recognize that this Association has been formed.

Analysis: This is simply cleaning up the DA to recognize that this obligation has been met.

#### ***Amendment of Section 4.5***

Public Infrastructure Investments. Modify the section to acknowledge that the City's Redevelopment Agency (RDA) no longer exists and replace language about potential RDA funding of infrastructure improvements with language about potential City funding of infrastructure improvements. There is a list of a few examples of such improvements that could be funded.

Analysis: This amendment replaces one non-binding commitment with another non-binding commitment for potential City funding of infrastructure in Meriam Park.

#### ***Amendment of Section 7.12***

Notices. Edit this section to replace the former controlling interest in Meriam Park with the two specific developers with major interests in the remaining undeveloped residential parcels.

Analysis: This update identifies the current entities responsible for the obligations set forth and benefitting from the City's assurances found in the DA.

#### ***Amendment of Section 7.14***

Exhibits. Add Exhibit F to the DA, listing the entities which own each of the three remaining residential sites in Meriam Park and the responsibility for each regarding construction of the remaining public parks and greens.

Analysis: This exhibit is helpful for illustrating the proportional share of remaining residential land to be developed relative to the remaining amount of parks and greens that must be constructed within each of those areas in Meriam Park.

## **GENERAL PLAN CONSISTENCY**

The original Development Agreement and each of the subsequent amendments were found to be consistent with the Chico General Plan and the amendments currently proposed would not affect the consistency between the DA and General Plan. The DA, as amended, would retain criteria for maintaining funding sources and acceptable levels of service (LOS) for improving perimeter roadways, consistent with policies CIRC-1.1, CIRC-1.2, CIRC-1.3, and CIRC-1.4 which require new development to finance and improve roadways to accommodate anticipated development using an LOS-based approach. As noted above, replacing the roundabout with a traffic signal would be consistent with Policies LU-2.5, OS-1.1 and OS-1.2, which call for protecting areas with known sensitive resources. Other project aspects that have previously been found consistent with the General Plan would remain unchanged.

## **ENVIRONMENTAL REVIEW**

An Environmental Impact Report (EIR) for the Meriam Park Master Plan was certified on July 3, 2007. The EIR included several mitigation measures that have been and will continue to be applied to subsequent discretionary approvals. The proposed amendment to the Development Agreement is within the scope of the EIR and no further analysis is needed.

## **FINDINGS**

Findings are provided in Resolution No. 23-08, **Attachment A**.

## **PUBLIC CONTACT**

A 10-day advance notice regarding this application was mailed to all landowners and residents within 500 feet of the project site, and a legal notice was placed in the *Chico Enterprise Record*. As of the date of this report, staff has not received any written correspondence from the public in response to the public notice.

## **DISTRIBUTION:**

PC Distribution

Gonzales Development Company, LLC, P.O. Box 7063, Chico, CA 95927

Webb Homes, Inc, 121 Yellowstone Drive, Chico, CA 95973

## **ATTACHMENTS:**

- A. Planning Commission Resolution No. 23-08  
Exhibit A – Draft City Council Ordinance Approving DA Amendment No. 6  
Exhibit I – Development Agreement 05-02 Amendment No. 4
- B. Location/Notification Area Map
- C. Development Agreement 05-02, as amended (working copy, with all prior amendments incorporated and notary pages omitted)
- D. 2023 Annual DA Update to City Council



1 best interests of the City because it updates the document to identify the specific  
2 developers that have succeeded the original developer's interest in the remaining  
3 undeveloped portions of the site and would adjust the remaining obligations for each  
4 specific developer to proportionally maintain the original Development Agreement  
5 obligations based on the remaining amount of residential development anticipated within  
6 the Meriam Park project site; and

7 B. The Development Agreement, as amended by DA Amendment No. 6, would promote the  
8 public interest and welfare of the City because updating the document to reflect the  
9 specific developers with interest in the remaining undeveloped portions of the site and  
10 allocating the remaining Development Agreement obligations to same according to the  
11 specific developer's proportional interest will ensure orderly development of the Meriam  
12 Park project site; and

13 C. The Development Agreement, as amended by DA Amendment No. 6, would continue to  
14 be consistent with the City's General Plan in that it promotes compatible infill  
15 development in the form of complete neighborhoods with complete streets connected by  
16 a modified grid pattern which provides access to Little Chico Creek and facilitates safe  
17 travel for bicyclists and pedestrians (LU-3.1, LU-3.2, LU-4.1, LU-4.2, CD-2.1, CD-3.2,  
18 CD-3.3, CIRC-1.1, CIRC-1.2, CIRC-1.4, CIRC-2.1 and CIRC-2.2).

19 2. Based on all of the above, the Planning Commission hereby recommends that the City  
20 Council approve DA Amendment No. 6 to Development Agreement 05-02 by adopting an  
21 ordinance as set forth in Exhibit A, attached hereto.

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THE FOREGOING RESOLUTION WAS ADOPTED at a meeting of the Planning Commission of the City of Chico held on October 5, 2023, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINED:
- DISQUALIFIED:
- ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Bruce Ambo  
Planning Commission Secretary

Gloria V. Ramirez, Esq.  
Gloria V. Ramirez, Esq. (Sep 26, 2023 11:22 PDT)  
\_\_\_\_\_  
On Behalf of the \_\_\_\_\_, City Attorney\*

\*Pursuant to The Charter of  
the City of Chico, Section 906(E)



1 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
2 CHICO AS FOLLOWS:

- 3 1. With regard to DA Amendment No. 6, this Council, in exercising its independent judgment,  
4 finds as summarized in the Preamble.
- 5 2. That DA Amendment No. 6, as set forth in Exhibit "I" hereto, is hereby approved.
- 6 3. On or after the effective date of this ordinance the City Manager is authorized and directed to  
7 execute Amendment No. 6 of the Development Agreement on behalf of the City of Chico.
- 8 4. Within 10 days after DA Amendment No. 6 has been fully executed, the Clerk is authorized  
9 and directed to cause it to be recorded in the Office of the Butte County Recorder.

10 THE FOREGOING ORDINANCE WAS ADOPTED at a meeting of the City Council of the  
11 City of Chico held on \_\_\_\_\_, by the following vote:

12 AYES:

13 NOES:

14 ABSENT:

15 ABSTAINED:

16 DISQUALIFIED:

17 ATTEST:

APPROVED AS TO FORM:

18  
19  
20  
21 \_\_\_\_\_  
Deborah R. Presson  
City Clerk

Gloria V. Ramirez, Esq.  
Gloria V. Ramirez, Esq. (Sep 26, 2023 11:20 PDT)  
\_\_\_\_\_  
On Behalf of the \_\_\_\_\_, City Attorney\*

\*Pursuant to The Charter of  
the City of Chico, Section 906(E)

Exempt from payment of recording fees pursuant to §6103 and §27383 of the California Government Code.

After recording, return to:  
City Manager  
City of Chico  
P. O. Box 3420  
Chico, CA 95927-3420

Original DA Recorded 08/08/2007 See Serial No. 2007-0037817 Amendment #1 Recorded 08/24/2009 See Serial No. 2009-0030734 Amendment #2 Recorded 04/16/2010 See Serial No. 2010-0012310 Amendment #3 Recorded 11/18/2010 See Serial No. 2010-0040388 Amendment #4 Recorded 09/25/2014 See Serial No. 2014-0030606 Amendment #5 Recorded 06/11/17 See Serial No. 2017-0023599
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## DEVELOPMENT AGREEMENT

### CITY OF CHICO/MERIAM PARK, LLC (DA 05-02)

THIS AMENDMENT NO. 6 TO DEVELOPMENT AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the CITY OF CHICO, a municipal corporation, (“the City”), and GONZALES DEVELOPMENT COMPANY, LLC, a California limited liability company, and all affiliated companies, and WEBB HOMES, INC., a California Corporation, (collectively referred to as “Meriam”, individually referred to as “Specific Developer”), and any Successors and/or Assigns of Meriam, was made pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code and Chapter 19.32 of the Chico Municipal Code.

The Agreement was recorded on August 8, 2007, as document 2007-0037817 of the Butte County Clerk-Recorder’s Office, and amended on August 24, 2009, pursuant to recorded document 2009-0030734 of the Butte County Clerk-Recorder’s Office, and further amended on April 16, 2010, pursuant to recorded document 2010-0012310 of the Butte County Clerk-Recorder’s Office, and further amended on November 18, 2010, pursuant to recorded document 2010-0040388 of the Butte County Clerk-Recorder’s Office, and further amended on September 25, 2014, pursuant to recorded document 2014-0030606 of the Butte County Clerk-Recorder’s Office, and lastly amended on June 11, 2017, pursuant to recorded document 2017-0023599 of the Butte County Clerk-Recorder’s Office.

WHEREAS, the parties now desire to make certain further amendments to the Development Agreement.

**NOW, THEREFORE**, the parties agree as follows:

SECTION 1. Sections 1.4, 2.3, 2.7, 3.2, 3.3, 3.4, 3.5, 3.7, 3.9, 4.5, 7.12 and 7.14 of the Agreement is amended as follows:

SECTION 1.4 Project Description. The development of the Property pursuant to this Agreement consists of the certain aspects of the implementation of the Meriam Park Master Plan as described and depicted set forth in Exhibit "C" ("Master Plan") which provides for the development of the Property with a mixed-use development in compliance with the TND Regulations adopted by the City, which development will consist of a maximum of 3,200 residential units, a current anticipated buildout of 1,667 units (originally proposed to be a build-out scenario of approximately 2,300 residential units), a maximum of 205,000 square feet of retail space and a maximum of 980,000 square feet of commercial and civic development, approximately 29 acres of open space and park elements and related public infrastructure all as further described in the certified Environmental Impact Report for the Meriam Park Program EIR, and as set forth by the terms and conditions of this Agreement. In the event of any inconsistencies between the Project Description and this Agreement, the terms of this Agreement shall govern.

In addition to the development of the Property subject to this Agreement as described above, the Meriam Park project ("Project") includes a 4.29-acre site where the State of California constructed a 60,000 square-foot courthouse. While the courthouse site is not subject to this Agreement, traffic attributable to the courthouse shall be included in calculating Meriam Park's project-wide PM peak-hour trips for the purposes of tracking Roadway Improvement requirements pursuant to Section 3.2 of this Agreement.

SECTION 2.3 Project Approvals. Pursuant to the provisions of Section 19.32.060 of the Chico Municipal Code, it is the express intent of the parties that the development of the Property and the Project, be controlled, and is hereby authorized, by the adoption of this Agreement. The parties acknowledge that development of the Project and the implementation of this Agreement will require approval by the City of various applications and certain other actions by the City, ~~which may include, but not be limited to, those listed in Exhibit "D" hereto ("Project Approvals")~~. The City hereby commits itself to take such actions required to permit the implementation of the Project. The City shall not impose any condition on the approval of any such entitlements, permits or other actions which changes the permitted development and use of the Property from that shown in the Project Description. The City agrees that it shall timely process the entitlement applications as submitted by Meriam or as may hereinafter be modified or any subsequent applications that Meriam may file. The parties agree that the City's approvals of such applications and any amendments that may from time to time be made to same, shall be consistent with this Agreement and the Project Description. Upon approval of such applications, Meriam's rights in each of those authorizations shall be further deemed to be vested.

SECTION 2.7 Processing Fees and Charges. Meriam shall pay those processing, development and impact fees and charges of every kind and nature imposed or required by the City or other entities covering the actual costs of the City as follows:

1. Meriam shall pay such fees for processing applications, tentative subdivision maps, final maps, building permits, encroachment permits or other ministerial permits,

boundary line modifications, mergers, or abandonments as necessary to undertake the project, and as are applicable to the specific application or permit at the time the application therefore is submitted.

2. Meriam shall pay such development impact fees applicable to development of the Project as are in effect at the time they are due. However, it is acknowledged that Meriam shall not be required to pay sewer trunkline fees because the Property is located within the Southeast Chico Sewer Assessment District (SECSAD), and has previously paid assessments for such improvements. Notwithstanding, should the City in the future determine a new trunkline improvement and ~~nexus-Development Impact Fee (DIF) Program~~ fee associated with it, to which the Project contributes an impact, the Project shall pay such new fee in accordance with the Chico Municipal Code.
3. Meriam shall receive a credit against the development impact fees imposed herein when such credit is applicable under the Chico Municipal Code and in the amounts as calculated pursuant to the Chico Municipal Code. Meriam shall receive credits against neighborhood park fees and greenway fees as set forth in sections 3.3 and 3.4 of this Agreement.
4. It is acknowledged that Meriam ~~may sold~~ one or more parcels within the Project depicted on Exhibit "C" as the Master Plan, ~~including which is~~ the 4.29-acre site referenced in Section 1.4, above, to the State of California ~~or other governmental entities~~ for development ~~with of a~~ courthouse, ~~office or other government facilities~~. ~~If the City is~~ The City was unable to collect any of the City's development impact fees, including but not limited to street facility fees, applicable to the type of use constructed for the state's ~~use or other governmental entity~~, as such fees are generally calculated by the City, ~~then the amount of those fees will be deducted from future reimbursements to Meriam which would otherwise be due to Meriam as a result of Meriam constructing oversized~~ The Parties agree that the fees due for the Street Facility Improvement component of development impact fees attributable to construction of the courthouse are equivalent to those costs from City reimbursements due to Meriam for the Phase 8 construction of DIF street facilities as contemplated in this aAgreement, as such the Parties' respective offsetting debts for the Street Facilities are settled. In brief, Parties agree these counter-obligations cancel one another out, requiring no further action in satisfaction of offsetting debts for the Street Facilities obligations.

### SECTION 3.2 Roadway Improvements.

1. All street improvements internal to the Meriam Park development shall be constructed by Meriam in conjunction with the development of each phase as required by each applicable regulating plan. ~~Facilities connecting pedestrians and~~

~~bicyclists to Bruce Road from the 4.29-acre courthouse site referenced in Section 1.4, above, shall be provided prior to building occupancy.~~

2. Certain improvements to segments of East 20<sup>th</sup> Street, Bruce Road and Notre Dame Boulevard adjacent to the Meriam Park development area shall also be constructed by Meriam as set forth below and illustrated on Exhibit "D" Meriam Park Roadway Improvements and Traffic Warrants.

Exhibit "D" consists of a table which identifies each segment of roadway improvement and the corresponding Meriam Park peak hour traffic warrant which triggers the construction of each segment. The table references the "Meriam Park 2009 Traffic Analysis" report prepared by the City of Chico's traffic consultant Whitlock & Weinberger Transportation, Inc., dated December 22, 2009. The second page of Exhibit "D" illustrates the location of the roadway segments.

To ensure timely improvement of roadway segments identified in Exhibit "D", Meriam shall provide an updated traffic analysis in conjunction with each subdivision improvement plan submittal to support the level of roadway improvement proposed within the subdivision improvement plans under consideration. The updated traffic analysis shall include existing and projected Meriam Park traffic levels affecting each segment identified in Exhibit "D", as determined necessary by the City, and shall set forth a time line for constructing roadway improvements for which traffic warrants have or will be met, in coordination with build out of specific subdivision phases.

Proper coordination of roadway improvements and project build out shall be assessed as part of the annual review set forth by Section 5 of this agreement. If the City finds during the annual review that Meriam has made unacceptable progress toward improving one or more identified segments for which traffic warrants have been met, then the City shall withhold issuance of any further building permits in Meriam Park until the needed roadway improvements are completed or substantially underway.

3. It is acknowledged that Meriam will be entitled to reimbursement for a portion of the costs of the installation of the improvements described above which are identified in the project listing of the City's Nexus-DIF Study. These DIF Program Street Facilities are those facilities constructed within and adjacent to Meriam Park, which provide community-wide benefits and not solely benefit the Meriam Park project. These improvements currently include, but are not limited in the future, to the installation of a traffic signal at the intersection of E. 20th Street and Notre Dame Boulevard, the widening of E. 20th Street, the widening of Notre Dame Boulevard and the widening of Bruce Road, and the Notre Dame Boulevard extension over Little Chico Creek. All such reimbursement shall be made pursuant to a reimbursement agreement as provided in the Chico Municipal Code, or by establishment of street facility impact fee credits for up to 50 percent of the total reimbursement amount of

~~DIF~~Nexus improvements for use toward subsequent development within Meriam Park.

4. Roadway improvements may be financed through a community facilities district or other appropriate financing mechanism, as approved by the City.
5. In the event that any of the improvements listed above are constructed by another party prior to the time Meriam's obligations for such construction arise, Meriam shall pay reimbursement fees as a benefitted property pursuant to Section 3.84 of the Chico Municipal Code, in addition to payment of the applicable street facility fees during the development of the Project.
6. Improvements to City street facilities which are identified in the Meriam Park Program EIR as streets upon which traffic from the Project will have a cumulative impact and which are included in the list of projects for which the City collects street improvement facility fees shall be programmed in the City's Capital Improvement Plan for construction as determined by the City.
7. Meriam shall work cooperatively with the Butte County Association of Governments (BCAG) regarding public transportation facilities and bus routes within the Meriam Park Project.

SECTION 3.3 Parks and Greens. Parks and greens will be provided throughout the Project ~~in a manner which locates a park or a green within a 3-minute walk (approx. 800-900 feet) of 90% of the parcels in the Project~~, in accordance with the TND Regulations. These parks and greens will be developed concurrently with the development of the subdivision in which they are located, and each individual park or green will be completed prior to issuance of any certificate of occupancy that would result in occupancy on more than 50% of the parcels that are both within 900 feet of that park or green and more than 900 feet from any other completed park or green in the Project. Parks and Greens are conceptually illustrated in Exhibit "E" ("Neighborhood Parks Illustrative Exhibit"), and shall meet the criteria set forth below.

1. Each of the two neighborhood parks will contain turf areas for play, benches, pathways, drinking fountains, ~~play equipment~~ and other facilities for unstructured recreation activities. ~~The City acknowledges the requirement that Meriam construct a neighborhood park has been partially fulfilled with A neighborhood park will be located partial construction to date~~ along the Little Chico Creek Greenway (shown as Neighborhood Park "A" on Exhibit "E") on the south side of the Greenway adjacent to Little Chico Creek Elementary School, which contains an active play area, a small sports field and picnic area. ~~The remaining improvements for Park A shall be completed prior to August 31, 2024~~ ~~This park will be built within five years of the issuance of the first building permit for the Project.~~ A second neighborhood park

(shown as Neighborhood Park “B” on Exhibit “E”) shall also be built ~~within 10 years of the issuance of the first building permit for the Project and completed prior to issuance of any certificate of occupancy that would result in occupancy of more than 50% of the parcels that are both on the north side of Little Chico Creek and within 900 feet of that park.~~ The combined acreage of Park A and Park B shall be not less than six gross acres. All land necessary for parks will be dedicated to the City free of cost or credit offset.

2. Greens shall be a minimum of 0.25 acres in net size and include minimum dimensions measured at right angles, back of walk to back of walk. Greens with four or more sides shall provide a primary dimension of at least 150 feet and maintain a secondary dimension of at least 40 feet (measured at the narrowest point along the primary dimension). Triangular shaped greens shall provide two minimum dimensions of 150 feet.

In acknowledgment of different Specific Developers developing within Meriam, each Specific Developer shall provide and construct one or more greens within those specific phases of the Project under their respective ownership, as set forth on Exhibit “F”.

The City shall reimburse, ~~or give a credit to, the Specific Developer within Meriam for, as applicable,~~ the cost connected to the land dedication and construction of parks and greens by Meriam, ~~except the lands dedicated for Parks A and B shall not be subject to reimbursement from the neighborhood park fees paid by Meriam for development of the Project. All such reimbursements shall be made pursuant to a reimbursement agreement as provided in the Chico Municipal Code. The amount of reimbursement which may be made, or credit which may be applied, shall not exceed the actual amount of neighborhood park fees which are paid or become due for development of the Project.~~

In the event that a residential property lies outside the 900-foot radius of any particular park or green, then the units constructed shall count toward the 50% occupancy trigger for the nearest park completion discussed above.

Meriam shall submit the design for Parks A and B to the City for review and approval by the ~~Bidwell Park and Playground Commission~~ Community Development Director prior to construction.

~~The City and Meriam shall use their best efforts to develop and coordinate a formal agreement between the Chico Unified School District and the Chico Area Recreation District for the joint use of playfields at Little Chico Creek Elementary and Marsh Junior High School during non-school hours. The agreement may address matters of recreational programming, initial capital improvements, and ongoing funding of enhanced maintenance of recreational facilities.~~

SECTION 3.4 Greenway and Greenway Improvements. ~~Meriam shall dedicate approximately an additional 1.0 acres to the greenway, as depicted on Exhibit “E.” Meriam shall be entitled to a reimbursement or a credit against greenway fees, as applicable, for this dedication in the amount determined pursuant to the Chico Municipal Code. The dedication shall occur at such time as a final subdivision map is recorded which includes the portions of the Property immediately adjacent to the areas to be dedicated.~~

~~Meriam shall design and construct a bike path along the north side of Little Chico Creek and a bicycle/pedestrian bridge, as depicted in Exhibit “E.” The bike path and bicycle/pedestrian bridge shall be completed prior to the completion of the Bruce Road Improvement Project from Humboldt Road to E. 20th Street issuance of the first certificate of occupancy on the Property north of Little Chico Creek.~~

It is acknowledged that Meriam is entitled to, and has used a portion of, a credit against greenway fees in the amount of \$157,087 based on the original dedication of the greenway land by Enloe, as set forth in the development agreement between Enloe Hospital and the City of Chico, dated February 25, 1997. The City shall also reimburse to Meriam, or give a credit for, as applicable, the costs connected with the construction of the greenway improvements required by this section.

SECTION 3.5 Repealed. Maintenance and Financing of Park and Greenway Improvements. ~~Meriam shall modify City of Chico Maintenance District No. 586 (“CMD 586”) to reflect the configuration for Park, Greenway Improvements and common areas currently approved within the Project. No certificates of occupancy shall be issued for any structure or use in the Meriam Park Project until the date the modifications to CMD 586 have become effective.~~

SECTION 3.7 Affordable Housing. ~~The original affordable housing requirement in this Agreement was based on Meriam providing 15% affordable units using the “likely development scenario” from the EIR for an assumed build out of 2,300 residential units (or 345 affordable units). The current Meriam Park Master Plan anticipates a total of 1,667 residential units in Meriam Park. At all times, Meriam shall be required to adhere to the 15% affordable housing threshold at the Meriam Park development project. To maintain using a 15% provision of affordable housing within Meriam Park, this Section requires Meriam to provide a minimum of 250 affordable units. To date, ninety (90) units of affordable housing have been constructed for very low income households in the Parkside Terrace apartment complex. The North Creek Crossings project under construction in 2023 will provide an additional 160 affordable units, for a grand total of 250 affordable requirement provided within the Meriam Park development.~~

It is hereby acknowledged by the parties that Gonzales Development Company, LLC (“Gonzales Development Co.”) and Webb Homes, Inc. (“Webb Homes”), have entered into a private agreement whereby Gonzales Development Co. assumed any obligation of Webb Homes to provide affordable units within Meriam Park.

~~Upon the completion of 160 affordable units within the North Creek Crossings project, the requirement for the provision of affordable housing within Meriam Park as contemplated by this Agreement shall be considered fulfilled. However, should any of the Specific Developers construct more than the currently anticipated number of units on the remaining residential parcels, as listed on Exhibit F, then that Specific Developer shall (1) provide additional affordable units on that site or another Meriam Park parcel under the control of the Specific Developer which constructed the additional unit(s), or (2) reduce the number of anticipated units on another Meriam Park parcel under their control, such that the total number of affordable units in Meriam Park does not fall below the 15% affordable housing requirement threshold. Should a Specific Developer elect to reduce units on one of the sites under their control pursuant to the second option provided in this paragraph above, that Specific Developer shall notify the City in writing and the City Manager or his or her designee, shall report this information to the Chico City Council as part of the Annual Review pursuant to Section 5.1 of this Agreement. The Meriam Park Project will be developed with a component of affordable housing. A summary of the number and type of units to be provided is as depicted in the table set forth below. The terms and conditions applicable to the timing and development of those units shall be as set forth below in paragraphs 1 and 2 of this Section.~~

<del>Affordability Level</del>	<del>Number of Units</del>	<del>Types of Units</del>	<del>Located Within Meriam Park</del>
<del>Moderate Income</del>	<del>97</del>	<del>Single Family</del>	<del>Yes</del>
<del>Low &amp; Very Low Income</del>	<del>182 (Minimum of 109 very low.)</del>	<del>Multi-Family</del>	<del>Yes</del>
<del>Low &amp; Very Low Income</del>	<del>66 (Minimum of 40 very low)</del>	<del>Multi-Family</del>	<del>May be located within or outside of Meriam Park.</del>

~~1. In regard to the provision of affordable single family homes, Meriam will incorporate the permitted building types into its development in such a manner that 97 units of work force housing are provided. These units shall consist of single family homes, which may be detached or attached, and which sell at a market rate that is affordable to a moderate income family, as defined by the HUD or the California State Department of Housing and Community Development. Although the City's mortgage subsidy program would be available for use by eligible buyers of these units, the sale of the units shall not be restricted to mortgage subsidy recipients and the units would not be required to have an affordability covenant recorded against them to be counted toward the 97 units required. These units shall be dispersed throughout the development.~~

~~2. In regard to low and very low income units, Meriam shall provide for the~~

~~development of 182 units of affordable housing for low and very low income households within the Project. A minimum of sixty percent of those units shall be affordable to very low income households. Such housing shall be dispersed throughout the Project, however, it is recognized that such housing will most likely be located in or near the CORE areas. It is acknowledged that such housing projects may be eligible for financing from low and moderate housing funds of the Chico Redevelopment Agency and that Meriam may apply to the Agency for assistance in the development of such housing.~~

~~As an alternative to providing for the development of these housing units, Meriam may make land within the Project site available for sale at fair market value to the City, Chico Redevelopment Agency, Butte County Housing Authority or other entity that will develop the property for low and/or very low income housing. The amount of land to be made available shall be an amount sufficient to provide for the number of required units which are not developed by Meriam and in parcels of sufficient size to allow for a project design of sufficient density to be competitive for tax credit and/or tax exempt bond financing. The parcels made available must also be located on sites which meet the "site amenities" requirements of the tax credit financing regulations.~~

~~Meriam shall commence the development of the housing required by this subsection 3.7(2) within four years of the first building permit being issued for development of the Project. Thereafter, development of the balance of the housing units may be phased. Such phasing shall provide for the development of the units in such a manner that the different housing projects will be dispersed within the Project area and which will result in the percentage of required housing units developed at any one time being roughly proportional to that of the total amount of area to be developed as CORE and neighborhood center areas of the Project. If Meriam has not begun development of these housing units within four years, Meriam shall immediately make available for purchase by another entity as set forth above an amount of land sufficient for development of one half of the required units. For purposes of this Agreement the development of the housing shall be considered to have been commenced if Meriam has a site reserved for the first housing development, a design for that housing development which meets the "site amenities" requirements of the tax credit financing regulations and is actively pursuing financing approvals for the housing development.~~

~~If Meriam has not begun actual construction activities within six years of the first building permit being issued for development of the Project, Meriam shall immediately make available for purchase by another entity as set forth above an amount of land sufficient for development of one half of the required units. Thereafter, Meriam may either build the remaining number of required units or shall make one additional parcel of land available for purchase three years later.~~

~~All such housing will be developed in conformance with the terms of this agreement and the TND Regulations, any design guidelines developed by Meriam for Meriam Park and any building prototypes developed by Meriam and suitable for such a housing development. Compliance with any provisions of such design guidelines or building prototypes which would~~

~~cause the project to be unable to receive financing or would increase the costs of the construction so as to preclude its development as an affordable housing project, or which would conflict with the requirements of the Density Bonus Law at Government Code § 65915, shall not be required.~~

~~Meriam shall be given the opportunity to comment on the design of all housing not developed by Meriam at such time as design plans are first received by the City for review and as they proceed through the design review process. Additionally, in the event that another party acquires a portion of the Property for the purpose of developing such a project and solicits proposals for its design and construction, Meriam shall be invited to comment on and participate in discussions regarding the identification of parties from whom solicitation should be sought and in which such proposals are evaluated.~~

~~In addition to the 182 units required above, beginning in the seventh year of the term of this Agreement, Meriam will work cooperatively with the City, or Chico Redevelopment Agency if so requested by the City, to endeavor to develop an additional 66 units of housing affordable to very low and low income households either within the Meriam Park development or elsewhere in the City of Chico. At least 60% of such units shall be affordable to very low income households.~~

SECTION 3.9 Transportation Management Association & Parking Benefit District.

~~Prior to issuance of the first certificate of occupancy within the Core area Meriam shall establish a~~ A Parking and Transportation Management Association (the "Association") has been created for the Project. The Association ~~has~~shall have as its members all owners of Property designated CORE. The purpose of the Association shall be to implement mitigation measures TRAF-1a, TRAF-1b and TRAF 8a and 8b as set forth in the certified Meriam Park Program EIR.

The Association shall be responsible for developing a parking and transportation management plan which ensures parking supplies within the CORE meet demand and to administer programs necessary to fulfill that duty. The Association shall have the power to impose assessment against its members as necessary to implement such programs. Upon ~~the commencement of development in the CORE~~request by the City, the Association shall report no more than annually to the City to document compliance with the mitigation measures referenced above, which report shall be reviewed during the annual review of this Agreement.

SECTION 4.5 Public Infrastructure Investments. It is acknowledged that the Chico Redevelopment Agency ~~is not currently making a commitment to the funding of public infrastructure in Meriam Park no longer exists.~~ Approximately 56 acres of the Project is located within a merged redevelopment project area and development of that portion of the project will produce an increase in tax increment available to the Chico Redevelopment Agency. Within six years of the execution of this Agreement, and f Following the commencement of construction in the Core area of the Project, the City will ~~request the Agency to~~ consider whether there are potential infrastructure projects within the Project which could be eligible for Redevelopment Agency public funding and for which such funds are available. Such infrastructure projects could include such things as the Notre Dame Bridge over Little Chico Creek, the completion of the

Bruce Road widening, and the like.

SECTION 7.12 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Meriam, or Meriam's assigns and successors.

Notice shall be effective on the date delivered in person, or the date when such notice is mailed to the address of the receiving party indicated below:

Notice to the City: City of Chico  
Attention: City Manager  
P. O. Box 3420  
Chico, CA 95927

Notice to Meriam: Meriam Park, LLC  
360 E. 6th Street  
Chico, CA 95928  
Gonzales Development Company, LLC  
P.O. Box 7063  
Chico, CA 95927

Webb Homes, Inc  
121 Yellowstone Drive  
Chico, CA 95973

SECTION 7.14 Exhibit "F" is hereby added to the Development Agreement, as set forth in Exhibit "F" attached hereto.

IN WITNESS THEREOF, the parties have duly signed this Amendment as of the date first written above.

Gonzales Development Company  
A California Limited Liability Corporation

WEBB HOMES, INC.  
A California Corporation

\_\_\_\_\_\*  
By: Dan Gonzales  
Managing Member

\_\_\_\_\_\*  
By: Greg Webb  
President

CITY OF CHICO,  
A Municipal Corporation

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_<sup>\*</sup>  
By: Mark Sorensen, City Manager<sup>##</sup>

<sup>##</sup> Pursuant to Council Action on \_\_\_\_\_

\_\_\_\_\_<sup>\*\*</sup>  
\_\_\_\_\_, City Attorney<sup>\*\*</sup>

<sup>\*\*</sup> Pursuant to Chico Charter sec. 906.D

Approved pursuant to City of Chico City  
Council Ordinance No. \_\_\_\_\_  
Adopted \_\_\_\_\_

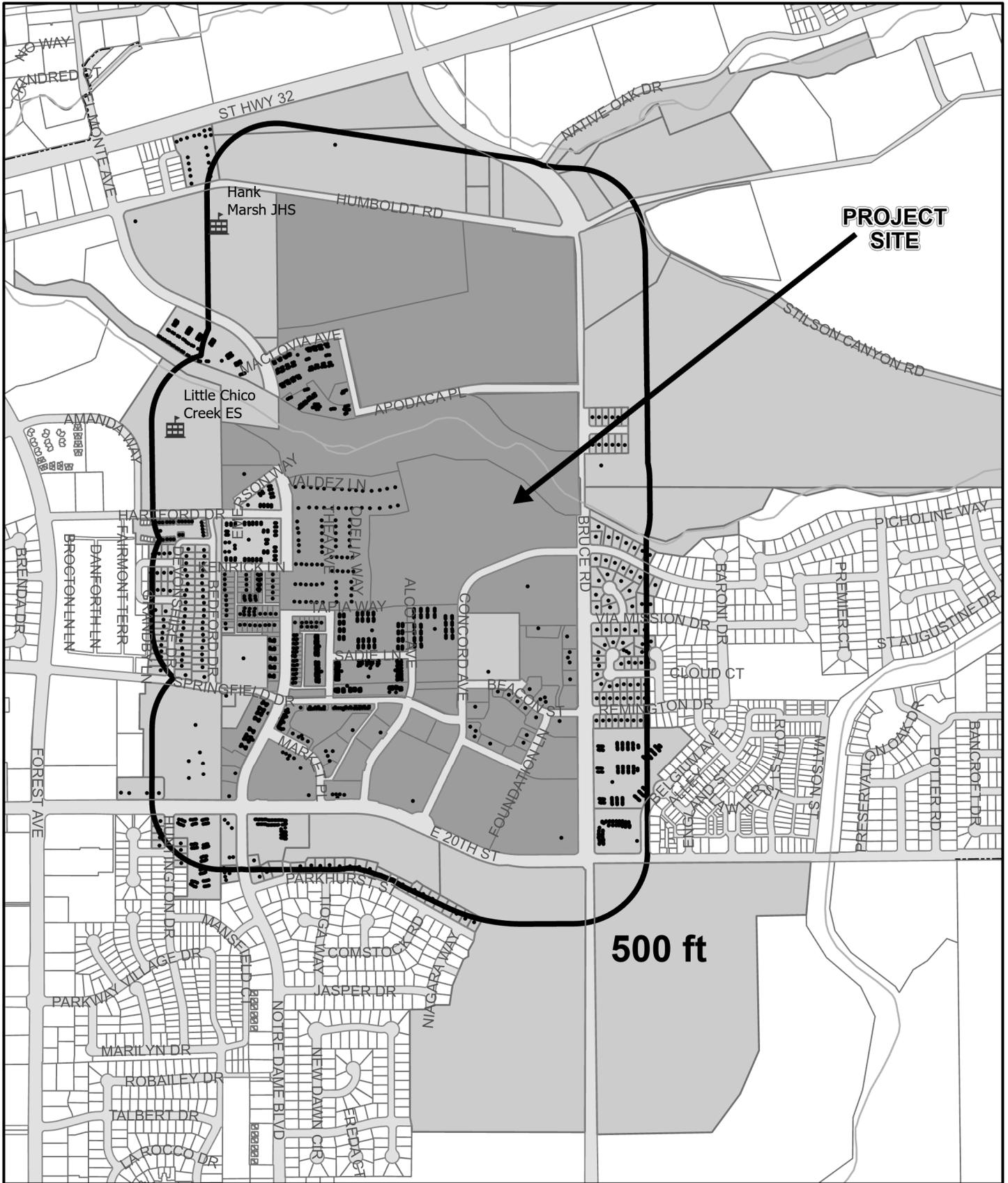
\* Signatures to be acknowledged.

# EXHIBIT "F"

<b>SPECIFIC DEVELOPERS</b>				
Undeveloped Residential Properties in Meriam Park				
Current Assessor's Parcel No.	Ownership	Area (Acres)	Remaining Residential Units	Remaining Parks/Greens Acreage
002-180-199	WEBB HOMES	24	350	0.9
002-180-228	MP NORTHFORK LLC PARK B GREENS	44	387	2.28 2.94
002-180-230	MP BUNGALOW COMMONS	14	117**	0.27
002-690-035	The MP BLOCKS LLC	3.85	96	0
002-690-036	The MP BLOCKS LLC	3.22	76	0
002-690-034	GONZALES FAMILY RESIDENTIAL LLC	0.37	12	0
002-690-037	GONZALES FAMILY RESIDENTIAL LLC	1.12	16	0
002-710-007	GONZALES DEVELOPMENT CO LLC	0.12	3	0
			Existing Units	610
			Total Anticipated Residential Units in Meriam Park	1,667

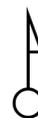
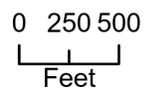
\*\* Remaining units for which construction has not started as of 09/21/2023.

Note: All of the parcels listed above, with the exception of 002-180-199 (Webb Homes), are owned by Gonzales Development Company, LLC, or its affiliated companies.



Meriam Park Development Agreement No. 6  
 (DA 17-01 and DA 05-02)  
 Various APN's

-  School
-  Noticed Parcel
-  Noticed Address



Date Saved: 9/15/2023

**Attachment B**

Exempt from payment of recording fees pursuant to §6103 and §27383 of the California Government Code.

After recording, return to:  
City Manager  
City of Chico  
P. O. Box 3420  
Chico, CA 95927-3420

Original DA Recorded 08/08/2007 See Serial No. 2007-0037817 Amendment #1 Recorded 08/24/2009 See Serial No. 2009-0030734 Amendment #2 Recorded 04/16/2010 See Serial No. 2010-0012310 Amendment #3 Recorded 11/18/2010 See Serial No. 2010-0040388 Amendment #4 Recorded 9/25/2014 See Serial No. 2014-0030606 Amendment #5 Recorded 6/11/17 See Serial No. 2017-0023599
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## DEVELOPMENT AGREEMENT

### CITY OF CHICO/MERIAM PARK, LLC (DA 05-02)

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this [6th] day of [August], 2007, between the CITY OF CHICO, a municipal corporation, (“the City”), and MERIAM PARK, LLC, a California limited liability company, (“Meriam”), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code and Chapter 19.20 of the Chico Municipal Code.

### RECITALS

A. Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and to reduce the economic risks of development, the Legislature of the State of California adopted sections 65864 et seq., of the California Government Code enabling a city and an applicant for a development project who has a legal or an equitable interest in the property to be developed, to enter into a development agreement establishing the zoning standards, land use regulations and development standards of the city that will govern project development.

B. Meriam Park Project. The Meriam Park Project is a large-scale, long-term, mixed-use planned development in southeast Chico. It has been designed with a range of housing types, sizes and prices, a mix of commercial spaces and civic uses, all within a connected network of streets. The plan for Meriam Park comes from the tradition of American neighborhood and town planning, similar in pattern to the older neighborhoods and commercial centers in Chico. The City recognizes the importance and advantages of neighborhood planning and mixed-use development in the Chico General Plan. The pattern of development, the range of housing opportunities, and the mix of residential, commercial and public uses provides greater long-term efficiency, flexibility and value. The City of Chico and the community have a significant interest in ensuring that the Meriam Park Project proceed in an orderly fashion as part of the overall

growth of the community and the resulting demand for housing and commercial space.

C. Property Description. The Project site constitutes approximately 229 undeveloped acres located in the southeast quadrant of the City of Chico. The real property includes those properties identified by Assessor's Parcel Numbers as listed in Exhibit "A" and more particularly described in Exhibit "B".

D. Development Agreement Goals. The City and Meriam desire to enter into this Agreement relating to the Property in order to facilitate orderly implementation of the development of the Meriam Park Project in general, and to provide for the improvement of public infrastructure, including the completion of Notre Dame Boulevard, improvement of perimeter street and intersection improvements along E. 20th Street and Bruce Road, provision of neighborhood greens, parks and plazas, and improvements in the Greenway along Little Chico Creek.

E. General Plan Consistency. The City hereby finds this Agreement to be consistent with the City of Chico General Plan.

F. Mutual Agreement. This Agreement constitutes an exercise of the City's discretion and police power.

G. Vested Rights. The parties agree that it is necessary and appropriate for the City to grant Meriam a vested right to proceed with the implementation of the Meriam Park Project as set forth herein. Therefore, except to the extent otherwise set forth in this Agreement, the City agrees that no subsequent changes in the General Plan, the City's zoning ordinances or other applicable ordinances or regulations shall apply to the Property for the term of this Agreement. However, nothing in this Agreement shall preclude the City from approving a change in zoning designation requested either by Meriam or by one of its successors in interest. The City recognizes and has determined that the granting of such vested rights and assurances, as set forth herein, is in the public interest and will assist Meriam in undertaking the development of the Meriam Park Project.

**NOW, THEREFORE**, the parties agree as follows:

## **SECTION 1. GENERAL PROVISIONS**

SECTION 1.1 Incorporation of Recitals. The recitals set forth above shall constitute an integral part of this Agreement and shall be binding on the parties.

SECTION 1.2 Property Description and Binding Covenants. The property that is the subject of this Agreement is that property which is more fully described in Exhibits "A" and "B"

(the “Property”). It is intended that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the parties and to their successors in interest.

SECTION 1.3 Interest of Meriam. Meriam has a fee interest in the Property and all other persons in the future holding legal or equitable interests in the Property are to be bound by this Agreement.

SECTION 1.4 Project Description. The development of the Property pursuant to this Agreement consists of the certain aspects of the implementation of the Meriam Park Master Plan as described and depicted set forth in Exhibit "C" ("Master Plan") which provides for the development of the Property with a mixed-use development in compliance with the TND Regulations adopted by the City, which development will consist of a maximum of 3,200 residential units, a maximum of 205,000 square feet of retail space and a maximum of 980,000 square feet of commercial and civic development, approximately 29 acres of open space and park elements and related public infrastructure all as further described in the certified Environmental Impact Report for the Meriam Park Program EIR, and as set forth by the terms and conditions of this Agreement. In the event of any inconsistencies between the Project Description and this Agreement, the terms of this Agreement shall govern.

In addition to the development of the Property subject to this Agreement as described above, the Meriam Park project (“Project”) includes a 4.29-acre site where it is anticipated that the State of California will construct a 60,000 square-foot courthouse. While the courthouse site is not subject to this Agreement, traffic attributable to the courthouse shall be included in calculating Meriam Park's project-wide PM peak-hour trips for the purposes of tracking Roadway Improvement requirements pursuant to Section 3.2 of this Agreement.

SECTION 1.5 Term. The term of this Agreement shall commence on the effective date of the ordinance authorizing the approval and execution of this Agreement and shall extend until the later of the completion of the Project or twenty-five (25) years from the adoption date of the ordinance, unless it is earlier terminated as set out herein.

SECTION 1.6 Assignment. Meriam shall have the right to sell, mortgage, hypothecate, assign or transfer the Property, in whole or in part, to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement, provided that any such sale, mortgage, hypothecation, assignment or transfer shall include the assignment of those rights, duties, and obligations arising under or from this Agreement, applicable to the Property, or portions thereof being assigned, transferred or sold and that the use of any such portion of the Property shall continue under the terms of this Agreement, until such time as the parties may expressly agree to the modification of this Agreement. Meriam and any subsequent assignor shall notify the City in writing of any assignment. The City shall have no obligation to provide future notice to any assignee if the above notice is not given. Any and all successors and assigns of Meriam shall have all of the same rights, benefits and obligations as Meriam under this

Agreement.

SECTION 1.7 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the City and the owner of the property which is the subject of the proposed amendment in the manner set forth in Government Code Sections 65867, 65867.5 and 65868. However, any change to this Agreement which does not alter the term, permitted uses, density or intensity of use, provisions for reservation and dedication of land; conditions, terms, restrictions and requirements relating to subsequent discretionary actions, or any conditions or covenants relating to the use of the Property shall not require notice or public hearing and may be made by mutual consent of the parties.

Consent of the successors in interest to Meriam who acquire less than all of Meriam's interest in the Property shall not be required for any amendment to this Agreement to be effective if the amendment does not change the land use regulations or entitlements for such party's property.

## **SECTION 2. DEVELOPMENT OF THE PROPERTY**

SECTION 2.1 Development of the Property. Development of the Property shall be consistent with the Project Description as defined above. It is the intent of the parties that the development and use of the Property shall be controlled by this Agreement and the permitted land uses, density and intensity of use of the Property shall be those set forth in the Project Description and this Agreement and the right to develop the Property consistent with the Project Description and this Agreement shall vest upon the adoption and execution of this Agreement.

SECTION 2.2 Zoning. Concurrently with the adoption of the ordinance approving this Agreement, the Property is being rezoned to TND which represents the agreed zoning consistent with the General Plan, as amended and approved by the City. Implementation of the zoning will be guided by the TND Regulations adopted concurrently with the approval of this Agreement and the rezone of the Property to TND, unless otherwise mutually agreed to.

SECTION 2.3 Project Approvals. Pursuant to the provisions of Section 19.32.060 of the Chico Municipal Code, it is the express intent of the parties that the development of the Property and the Project, be controlled, and is hereby authorized, by the adoption of this Agreement. The parties acknowledge that development of the Project and the implementation of this Agreement will require approval by the City of various applications and certain other actions by the City, which may include, but not be limited to, those listed in Exhibit "D" hereto ("Project Approvals"). The City hereby commits itself to take such actions required to permit the implementation of the Project. The City shall not impose any condition on the approval of any such entitlements, permits or other actions which changes the permitted development and use of the Property from that shown in the Project Description. The City agrees that it shall timely

process the entitlement applications as submitted by Meriam or as may hereinafter be modified or any subsequent applications that Meriam may file. The parties agree that the City's approvals of such applications and any amendments that may from time to time be made to same, shall be consistent with this Agreement and the Project Description. Upon approval of such applications, Meriam's rights in each of those authorizations shall be further deemed to be vested.

SECTION 2.4 Applicable Ordinances and Regulations. As set forth herein, this Agreement vests in Meriam the right to develop and use the Property in accordance with the Project Description and the ordinances, resolutions, regulations, laws, general plan provisions, and official policies of the City in force and effect upon the effective date of this Agreement (the "Applicable Rules") and those amendments adopted concurrently with the approval of this Agreement. This section shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, but shall limit discretion of the City, or any of its officers or officials, boards or commissions such that the exercise of any such discretion shall not prevent development and use of the Property as shown in the Project Description. Any development of the Property with structures, or for uses, not described in the Project Description shall be subject to the ordinance, resolutions, regulations, laws, General Plan provisions and official policies of the City in effect at the time of such development and the City's discretion in regard to such applications shall not be limited by this Agreement.

SECTION 2.5 Application of Subsequently Enacted or Modified Rules. The City may apply subsequently adopted ordinances, resolutions, regulations, laws, general plan provisions, and official policies which are not in conflict or inconsistent with the Applicable Rules and this Agreement.

For the purpose of this Agreement, a new ordinance, resolution, regulation, law, general plan provision, and official policy shall be not deemed to be in conflict or inconsistent with the Applicable Rules if the application of such rule would not prevent the development or use of the Property as shown in the Project Description and is not in conflict with matters specifically addressed in this Agreement.

SECTION 2.6 Mitigation. Nothing contained in this Agreement is intended to derogate the obligation of Meriam relating to various environmental mitigations approved by the City, as more fully set forth in the certified Environmental Impact Report for the Meriam Park Program EIR and included as conditions of approval for any subsequently granted Project Approval in relation to the development of the Project. Any conservation easements to be recorded in order to implement Mitigation Measure BIO-2, as set forth in the EIR, shall be recorded prior to any grading or other construction activity occurring on the Property.

SECTION 2.7 Processing Fees and Charges. Meriam shall pay those processing, development and impact fees and charges of every kind and nature imposed or required by the City or other entities covering the actual costs of the City as follows:

1. Meriam shall pay such fees for processing applications, tentative subdivision maps, final maps, building permits, encroachment permits or other ministerial permits, boundary line modifications, mergers, or abandonments as necessary to undertake the project, and as are applicable to the specific application or permit at the time the application therefore is submitted.
2. Meriam shall pay such development impact fees applicable to development of the Project as are in effect at the time they are due. However, it is acknowledged that Meriam shall not be required to pay sewer trunkline fees because the Property is located within the Southeast Chico Sewer Assessment District (SECSAD), and has previously paid assessments for such improvements. Notwithstanding, should the City in the future determine a new trunkline improvement and nexus fee associated with it, to which the Project contributes an impact, the Project shall pay such new fee in accordance with Chico Municipal Code.
3. Meriam shall receive a credit against the development impact fees imposed herein when such credit is applicable under the Chico Municipal Code and in the amounts as calculated pursuant to the Municipal Code. Meriam shall receive credits against neighborhood park fees and greenway fees as set forth in sections 3.3 and 3.4 of this Agreement.
4. It is acknowledged that Meriam may sell one or more parcels within the Project depicted on Exhibit "C" as the Master Plan, including the 4.29-acre site referenced in Section 1.4, above, to the State of California or other governmental entities for development with courthouse, office or other government facilities. If the City is unable to collect any of the City's development impact fees, including but not limited to street facility fees, applicable to the type of use constructed for the state or other governmental entity, as such fees are calculated by the City, then the amount of those fees will be deducted from future reimbursements to Meriam which would otherwise be due to Meriam as a result of Meriam constructing oversized facilities as contemplated in this agreement.

SECTION 2.8 Timing and Commencement of Development. The application for the first regulating plan and subdivision map shall be submitted within one year from the effective date of this Agreement. At least 50,000 square feet of retail, commercial and/or civic space shall be developed within five years from the first building permit for the first phase of the Project and a total of 250,000 square feet shall be developed within 10 years from the issuance of the first building permit for the first phase of the Project. The City may grant an extension of time for meeting these requirements upon a showing by Meriam that such development within the timeframes set forth herein is impracticable.

### **SECTION 3. MERIAM OBLIGATIONS**

SECTION 3.1 Property Development. The Property shall be developed and used according to this Agreement.

#### SECTION 3.2 Roadway Improvements.

1. All street improvements internal to the Meriam Park development shall be constructed by Meriam in conjunction with the development of each phase as required by each applicable regulating plan. Facilities connecting pedestrians and bicyclists to Bruce Road from the 4.29-acre courthouse site referenced in Section 1.4, above, shall be provided prior to building occupancy.
2. Certain improvements to segments of East 20<sup>th</sup> Street, Bruce Road and Notre Dame Boulevard adjacent to the Meriam Park development area shall also be constructed by Meriam as set forth below and illustrated on Exhibit "D" Meriam Park Roadway Improvements and Traffic Warrants.

Exhibit "D" consists of a table which identifies each segment of roadway improvement and the corresponding Meriam Park peak hour traffic warrant which triggers the construction of each segment. The table references the "Meriam Park 2009 Traffic Analysis" report prepared by the City of Chico's traffic consultant Whitlock & Weinberger Transportation, Inc., dated December 22, 2009. The second page of Exhibit "D" illustrates the location of the roadway segments.

To ensure timely improvement of roadway segments identified in Exhibit "D", Meriam shall provide an updated traffic analysis in conjunction with each subdivision improvement plan submittal to support the level of roadway improvement proposed within the subdivision improvement plans under consideration. The updated traffic analysis shall include existing and projected Meriam Park traffic levels affecting each segment identified in Exhibit "D", as determined necessary by the City, and shall set forth a time line for constructing roadway improvements for which traffic warrants have or will be met, in coordination with build out of specific subdivision phases.

Proper coordination of roadway improvements and project build out shall be assessed as part of the annual review set forth by Section 5 of this agreement. If the City finds during the annual review that Meriam has made unacceptable progress toward improving one or more identified segments for which traffic warrants have been met, then the City shall withhold issuance of any further building permits in Meriam Park until the needed roadway improvements are completed or substantially underway.

3. It is acknowledged that Meriam will be entitled to reimbursement for a portion of the costs of the installation of the improvements described above which are identified in the project listing of the City's Nexus Study. These improvements currently include, but are not limited in the future, to the installation of a traffic signal at the intersection of E. 20th Street and Notre Dame Boulevard, the widening of E. 20th Street, the widening of Notre Dame Boulevard and the widening of Bruce Road, and the Notre Dame Boulevard extension over Little Chico Creek. All such reimbursement shall be made pursuant to a reimbursement agreement as provided in the Chico Municipal Code, or by establishment of street facility impact fee credits for up to 50 percent of the total reimbursement amount of Nexus improvements for use toward subsequent development within Meriam Park.
4. Roadway improvements may be financed through a community facilities district or other appropriate financing mechanism, as approved by the City.
5. In the event that any of the improvements listed above are constructed by another party prior to the time Meriam's obligations for such construction arise, Meriam shall pay reimbursement fees as a benefitted property pursuant to Section 3.84 of the Chico Municipal Code, in addition to payment of the applicable street facility fees during the development of the Project.
6. Improvements to City street facilities which are identified in the Meriam Park Program EIR as streets upon which traffic from the Project will have a cumulative impact and which are included in the list of projects for which the City collects street improvement facility fees shall be programmed in the City's Capital Improvement Plan for construction as determined by the City.
7. Meriam shall work cooperatively with the Butte County Association of Governments (BCAG) regarding public transportation facilities and bus routes within the Meriam Park Project.

SECTION 3.3 Parks and Greens. Parks and greens will be provided throughout the Project in a manner which locates a park or a green within a 3-minute walk (approx. 800-900 feet) of 90% of the parcels in the Project, in accordance with the TND Regulations. These parks and greens will be developed concurrently with the development of the subdivision in which they are located, and each individual park or green will be completed prior to issuance of any certificate of occupancy that would result in occupancy on more than 50% of the parcels that are both within 900 feet of that park or green and more than 900 feet from any other completed park or green in the Project. Parks and Greens are conceptually illustrated in Exhibit "E" ("Neighborhood Parks Illustrative Exhibit"), and shall meet the criteria set forth below.

1. Each of the two neighborhood parks will contain turf areas for play, benches, pathways, drinking fountains, play equipment and other facilities for unstructured recreation activities. A neighborhood park will be located along the Little Chico Creek Greenway (shown as Neighborhood Park "A" on Exhibit "E") on the south side of the Greenway adjacent to Little Chico Creek Elementary School and will contain an active play area, a small sports field and picnic area. This park will be built within five years of the issuance of the first building permit for the Project. A second neighborhood park (shown as Neighborhood Park "B" on Exhibit "E") shall also be built within 10 years of the issuance of the first building permit for the Project. The combined acreage of Park A and Park B shall be not less than six gross acres. All land necessary for parks will be dedicated to the City free of cost or credit offset.
2. Greens shall be a minimum of 0.25 acres in net size and include minimum dimensions measured at right angles, back of walk to back of walk. Greens with four or more sides shall provide a primary dimension of at least 150 feet and maintain a secondary dimension of at least 40 feet (measured at the narrowest point along the primary dimension). Triangular shaped greens shall provide two minimum dimensions of 150 feet.

The City shall reimburse, or give a credit to, Meriam for, as applicable, the cost connected to the construction of parks and greens by Meriam from the neighborhood park fees paid by Meriam for development of the Project. The amount of reimbursement which may be made, or credit which may be applied, shall not exceed the actual amount of neighborhood park fees which are paid or become due for development of the Project.

Meriam shall submit the design for Parks A and B to the City for review and approval by the Bidwell Park and Playground Commission prior to construction.

The City and Meriam shall use their best efforts to develop and coordinate a formal agreement between the Chico Unified School District and the Chico Area Recreation District for the joint use of playfields at Little Chico Creek Elementary and Marsh Junior High School during non-school hours. The agreement may address matters of recreational programming, initial capital improvements, and ongoing funding of enhanced maintenance of recreational facilities.

**SECTION 3.4 Greenway and Greenway Improvements.** Meriam shall dedicate approximately an additional 1.0 acres to the greenway, as depicted on Exhibit "E." Meriam shall be entitled to a reimbursement or a credit against greenway fees, as applicable, for this dedication in the amount determined pursuant to the Chico Municipal Code. The dedication shall occur at such time as a final subdivision map is recorded which includes the portions of the Property immediately adjacent to the areas to be dedicated.

Meriam shall design and construct a bike path along the north side of Little Chico Creek and a bicycle/pedestrian bridge, as depicted in Exhibit "E." The bike path and bicycle/pedestrian bridge shall be completed prior to issuance of the first certificate of occupancy on the Property north of Little Chico Creek, or within 10 years of the issuance of the first building permit for the Project, whichever occurs first.

It is acknowledged that Meriam is entitled to a credit against greenway fees in the amount of \$157,087 based on the original dedication of the greenway land by Enloe, as set forth in the development agreement between Enloe Hospital and the City of Chico, dated February 25, 1997. The City shall also reimburse to Meriam, or give a credit for, as applicable, the costs connected with the construction of the greenway improvements required by this section in an amount not to exceed all greenway fees in excess of those applicable to the first 1,400 housing units developed in the Project.

The City shall use its best efforts to apply for and secure grants for which the City is eligible and which may be used for the construction costs of the greenway improvements.

**SECTION 3.5 Maintenance and Financing of Park and Greenway Improvements.** Meriam shall modify City of Chico Maintenance District No. 586 (CMD 586) to reflect the configuration for common areas currently approved within the Project. No certificates of occupancy shall be issued for any structure or use in the Meriam Park Project until the date the modifications to CMD 586 have become effective.

**SECTION 3.6 Financing of Park and Greenway Improvements.** Any costs of the installation of the parks, greens and greenway improvements required by this Agreement which exceed the amount of reimbursement or credits for neighborhood park and greenway fees provided herein, may be funded by the Landscape and Lighting District, or other type of district or funding mechanism as may be approved by the City pursuant to Section 3.5, above. Meriam may also, at its option, install improvements in addition to those required by this Agreement. Such additional improvements may be installed at Meriam's sole cost and expense, or may be funded through the Landscape and Lighting, or other funding mechanism, otherwise established for the ongoing maintenance of park and greenway improvements, as may be approved by the City.

**SECTION 3.7 Affordable Housing.** The Meriam Park Project will be developed with a component of affordable housing. A summary of the number and type of units to be provided is as depicted in the table set forth below. The terms and conditions applicable to the timing and development of those units shall be as set forth below in paragraphs 1 and 2 of this Section.

<b>Affordability Level</b>	<b>Number of Units</b>	<b>Types of Units</b>	<b>Located Within Meriam Park</b>
Moderate Income	97	Single-Family	Yes
Low & Very Low Income	182 (Minimum of 109 very low.)	Multi-Family	Yes
Low & Very Low Income	66 (Minimum of 40 very low)	Multi-Family	May be located within or outside of Meriam Park.

1. In regard to the provision of affordable single-family homes, Meriam will incorporate the permitted building types into its development in such a manner that 97 units of work force housing are provided. These units shall consist of single-family homes, which may be detached or attached, and which sell at a market rate that is affordable to a moderate income family, as defined by the HUD or the California State Department of Housing and Community Development. Although the City's mortgage subsidy program would be available for use by eligible buyers of these units, the sale of the units shall not be restricted to mortgage subsidy recipients and the units would not be required to have an affordability covenant recorded against them to be counted toward the 97 units required. These units shall be dispersed throughout the development.
2. In regard to low and very low income units, Meriam shall provide for the development of 182 units of affordable housing for low and very low income households within the Project. A minimum of sixty percent of those units shall be affordable to very low income households. Such housing shall be dispersed throughout the Project, however, it is recognized that such housing will most likely be located in or near the CORE areas. It is acknowledged that such housing projects may be eligible for financing from low and moderate housing funds of the Chico Redevelopment Agency and that Meriam may apply to the Agency for assistance in the development of such housing.

As an alternative to providing for the development of these housing units, Meriam may make land within the Project site available for sale at fair market value to the City, Chico Redevelopment Agency, Butte County Housing Authority or other entity that will develop the property for low and/or very low income housing. The amount of land to be made available shall be an amount sufficient to provide for the number of required units which are not developed by Meriam and in parcels of sufficient size

to allow for a project design of sufficient density to be competitive for tax credit and/or tax-exempt bond financing. The parcels made available must also be located on sites which meet the “site amenities” requirements of the tax credit financing regulations.

Meriam shall commence the development of the housing required by this subsection 3.7(2) within four years of the first building permit being issued for development of the Project. Thereafter, development of the balance of the housing units may be phased. Such phasing shall provide for the development of the units in such a manner that the different housing projects will be dispersed within the Project area and which will result in the percentage of required housing units developed at any one time being roughly proportional to that of the total amount of area to be developed as CORE and neighborhood center areas of the Project. If Meriam has not begun development of these housing units within four years, Meriam shall immediately make available for purchase by another entity as set forth above an amount of land sufficient for development of one half of the required units. For purposes of this Agreement the development of the housing shall be considered to have been commenced if Meriam has a site reserved for the first housing development, a design for that housing development which meets the “site amenities” requirements of the tax credit financing regulations and is actively pursuing financing approvals for the housing development.

If Meriam has not begun actual construction activities within six years of the first building permit being issued for development of the Project, Meriam shall immediately make available for purchase by another entity as set forth above an amount of land sufficient for development of one half of the required units. Thereafter, Meriam may either build the remaining number of required units or shall make one additional parcel of land available for purchase three years later.

All such housing will be developed in conformance with the terms of this agreement and the TND Regulations, any design guidelines developed by Meriam for Meriam Park and any building prototypes developed by Meriam and suitable for such a housing development. Compliance with any provisions of such design guidelines or building prototypes which would cause the project to be unable to receive financing or would increase the costs of the construction so as to preclude its development as an affordable housing project, or which would conflict with the requirements of the Density Bonus Law at Government Code § 65915, shall not be required.

Meriam shall be given the opportunity to comment on the design of all housing not developed by Meriam at such time as design plans are first received by the City for review and as they proceed through the design review process. Additionally, in the

event that another party acquires a portion of the Property for the purpose of developing such a project and solicits proposals for its design and construction, Meriam shall be invited to comment on and participate in discussions regarding the identification of parties from whom solicitation should be sought and in which such proposals are evaluated.

In addition to the 182 units required above, beginning in the seventh year of the term of this Agreement, Meriam will work cooperatively with the City, or Chico Redevelopment Agency if so requested by the City, to endeavor to develop an additional 66 units of housing affordable to very low and low income households either within the Meriam Park development or elsewhere in the City of Chico. At least 60% of such units shall be affordable to very low income households.

### SECTION 3.8 Minimum Density Requirements for Portions of Specified Phases

It is acknowledged by the Parties that the concurrent rezone of the Meriam Park Project site will rezone approximately 13.25 acres of land from R3 to TND. Property zoned R3 is counted in the City's inventory of land considered available to meet its allocated fair share of low and very low income housing, in accordance with the City's General Plan Housing Element and State law. Therefore, any rezone of vacant R-3 land must be accompanied by findings that show sufficient land remains available for development of the City's allocated fair share of low and very low income housing. In order to ensure this requirement is met, Meriam will develop 13.25 acres within the Project at a density equivalent to density permitted in the R3 zoning district as follows: A minimum of 4 acres of land at 14.01 dwelling units per acre (56.04 dwelling units) in neighborhood elements B and C (the first two phases of the project), 3 acres at the same density in Element F and 6.25 acres at that density in Elements D, A and E. Compliance with this requirement may be met in earlier phases of the project build-out.

### SECTION 3.9 Transportation Management Association & Parking Benefit District.

Prior to issuance of the first certificate of occupancy within the Core area Meriam shall establish a Parking and Transportation Management Association (the "Association") for the Project. The Association shall have as its members all owners of Property designated CORE. The purpose of the Association shall be to implement mitigation measures TRAF-1a, TRAF-1b and TRAF 8a and 8b as set forth in the certified Meriam Park Program EIR.

The Association shall be responsible for developing a parking and transportation management plan which ensures parking supplies within the CORE meet demand and to administer programs necessary to fulfill that duty. The Association shall have the power to impose assessment against its members as necessary to implement such programs. Upon the commencement of development in the CORE, the Association shall report annually to the City to document compliance with the mitigation measures referenced above, which report shall be reviewed during the annual review of this Agreement.

SECTION 3.10 LEED-ND Certification. Meriam shall use its best efforts to secure certification of the Meriam Park project under the Leadership in Energy and Environmental Design - Neighborhood Development (LEED-ND) rating system developed by the US Green Building Council in cooperation with the Natural Resources Defense Council and the Congress for the New Urbanism. Meriam will seek certification for the Meriam Park project both as a planned project and when construction is complete. The City shall use its best efforts to help secure this certification for the project provided that such assistance may be provided at no cost to the City.

SECTION 3.11 Compliance with Conditions of Approval. Meriam shall, in consideration of the City's commitments, comply with the all provisions of this Agreement and of any future entitlements or permits which Meriam may apply for in regard to the development of the Property as may be reasonably imposed by the City and which are consistent with this Agreement and the Master Plan.

#### **SECTION 4. CITY OBLIGATIONS**

SECTION 4.1 Vested Rights. By entering into this Agreement, the City hereby grants to Meriam a vested right to proceed with the development of the Property in accordance with the terms and conditions of this Agreement and the Project Description. Meriam's vested right to proceed with the Project shall be subject to any subsequent approvals required in order to complete the Project, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not conflict with the provisions of this Agreement, supersede the Applicable Rules, or prevent development of the land for the uses and to the density or intensity of development set forth in this Agreement. Meriam's vested right to proceed with the Project shall be subject to compliance with the provisions of this Agreement.

SECTION 4.2 Conflicts with Subsequently Enacted Laws. In the event State or Federal laws or regulations enacted after the effective date of this Agreement, or formal action of any other governmental jurisdiction, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by the City, the parties agree that the provisions of this Agreement and the Project Description shall be modified, extended or suspended only to the extent necessary to comply with such State or federal laws or regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

SECTION 4.3 Cooperation. The City shall cooperate with Meriam in securing any permits that may be required by any governmental entity for the development of the Property consistent with this Agreement. The filing of any third-party lawsuits against the City and/or Meriam relating to this Agreement or the Property shall not delay or stop the processing or issuance of any entitlement or permit or other action or approval by the City unless specifically

enjoined by a court of competent jurisdiction.

SECTION 4.4 City Obligations Referenced in Other Sections. The City's obligations referenced in other sections of this Agreement are incorporated herein by reference. It is acknowledged that the Chico Redevelopment Agency is not a party to this Agreement and that this Agreement does not commit the Agency to take any particular action.

SECTION 4.5 Public Infrastructure Investments. It is acknowledged that the Chico Redevelopment Agency is not currently making a commitment to the funding of public infrastructure in Meriam Park. Approximately 56 acres of the Project is located within a merged redevelopment project area and development of that portion of the project will produce an increase in tax increment available to the Chico Redevelopment Agency. Within six years of the execution of this Agreement, and following the commencement of construction in the Core area of the Project, the City will request the Agency to consider whether there are potential infrastructure projects within the Project which could be eligible for Redevelopment Agency funding and for which such funds are available.

SECTION 4.6 Wetland Mitigation Credits. Pursuant to the Development Agreement previously entered into between the City and N.T. Enloe Memorial Hospital, which agreement shall be superseded by this Agreement, Meriam has the ability to use an unspecified five acres on a seven-acre parcel owned by the City on the south side of E. 20th Street for Wetlands mitigation. Meriam hereby specifically relinquishes that right. In consideration therefore, the City agrees to assign to Meriam Park credits owned by the City for vernal pool preservation and fresh emergent wetlands which are equivalent in value to \$133,050, which is the mitigation value of the E. 20th Street property as determined by Gallaway Consulting in its letter addressed to the City Manager dated February 8, 2007. Alternatively, if such credits are not available at the time such mitigation is required to be implemented by Meriam Park, the City will pay Meriam Park the mitigation value of the E. 20th Street site, as set forth above.

## **SECTION 5. ANNUAL REVIEW**

SECTION 5.1 Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, initiate a review and make findings specifically as to the extent of good faith compliance by Meriam with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Development Agreement pursuant to the provisions as set forth below in this Section and Section 6.1.

Upon not less than thirty (30) days written notice by the City Manager, or his or her designee, Meriam shall provide such information as may be reasonably requested by the City and

deemed by the City to be required in order to ascertain compliance with this Agreement. The City shall deposit in the mail to Meriam a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least seven (7) calendar days prior to any such periodic review. Meriam shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the City Planning Commission, before the Commission. If the City determines following completion of the normal scheduled periodic review, that based on substantial evidence Meriam has materially breached its obligations under this Agreement, the City may provide Meriam with written notice of proposed termination or modification of this Agreement shall be given, pursuant to applicable laws and regulations, specifying in the notice the alleged nature of the default, and suggested or potential actions and timing to cure the default where appropriate. Meriam shall have not less than ninety (90) days within which to cure any alleged default determined pursuant to this Section. The City shall have no duty to give notice of an annual review to anyone having an ownership interest in a portion of the Project deemed complete by the City and released from the obligations of this Agreement. Formal rules of evidence shall not apply in such proceedings.

## **SECTION 6. DEFAULT, DELAYS AND REMEDIES**

SECTION 6.1 Default. The failure or unreasonable delay by either party to perform any obligation under this Agreement shall constitute a default and a material breach of this Agreement. In the event of a default the aggrieved party shall be allowed to give written notice of the default, specifying the facts that constitute the default, to the other party. The defaulting party shall have a period of 90 days from the date of the written notice to cure the default, after which the aggrieved party may declare this Agreement terminated or, at that party's election, institute legal proceedings, including without limitation, an action for specific performance, writ of mandate or such other appropriate action.

SECTION 6.2 Excusable Delays. The delay in the performance of any obligation under this Agreement shall not give rise to a default and material breach where the delay by a party is beyond the control of that party, is prevented or delayed due to war, insurrection, riots, strikes or similar job actions, casualties, acts of God, or governmental restrictions imposed or mandated by entities other than the City, enactment of conflicting state or federal laws or regulations, litigation, or similar bases for excused performance. If written notice of such delay is given to the City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

SECTION 6.3 Remedies. Nothing herein shall be deemed to be a limitation upon the remedies allowed by law in the event of a breach of this Agreement. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default,

to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, injunctive relief, and relief in the nature of mandamus. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

## **SECTION 7. GENERAL PROVISIONS**

SECTION 7.1 Indemnification. Meriam shall defend, indemnify and hold harmless the City, its boards and commissions, officers and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to or claim regarding the legality, validity, processing or adequacy of any of the following: (i) this Agreement; (ii) the environmental impact report prepared in connection with the approval of the Project, or any subsequent approvals or permits issued in relation to the Project; (iii) the proceedings undertaken in connection with the adoption or approval of any of the above; (iv) any subsequent approvals or permits relating to the Project; (v) the processing of occupancy permits and (vi) any amendments to this Agreement.

SECTION 7.2 Authority to Execute. The person or persons executing this Agreement on behalf of Meriam warrant and represent that they have the authority to execute this Agreement on its behalf and represent that they have the authority to bind Meriam to the performance of its obligations hereunder.

SECTION 7.3 Cancellation or Modification. This Agreement may not be canceled or modified except by mutual consent of all parties.

SECTION 7.4 Construction of Agreement. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This Agreement shall be governed by the laws of the State of California. Any dispute between the parties shall be submitted to the Butte County Superior Court.

SECTION 7.5 Covenants of Good Faith and Fair Dealing. Neither party shall do anything which shall have the effect of harming or injuring the right of the other party to receive the benefits of this Agreement; each party shall refrain from doing anything which would render its performance under this Agreement impossible; and each party shall do everything which this Agreement contemplates that such party do to accomplish the objectives and purposes of this Agreement.

SECTION 7.6 Entire Agreement. This Agreement, together with the exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

SECTION 7.7 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, file or record any required instruments and writings necessary to evidence or consummate the transactions contemplated by this Agreement, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

SECTION 7.8 Novation of Prior Development Agreement. This Agreement shall supersede and replace the Development Agreement made and entered into on February 25, 1997, between the City of Chico and N.T. ENLOE MEMORIAL HOSPITAL, as adopted by Chico City Ordinance No. 2117 (“Enloe Development Agreement”) and recorded as document number 97-010955 in the Official Records of Butte County, and any amendment thereto. Meriam is an assignee and successor in interest to N.T. ENLOE MEMORIAL HOSPITAL pursuant to Section 1.6 of the Enloe Development Agreement.

SECTION 7.9 Severability. The provisions of this Agreement are contractual, and not mere recitals, and shall be considered severable, so that if any provision or part of this Agreement shall at any time be held invalid, that provision or part thereof shall remain in force and effect to the extent allowed by law, and all other provisions of this Agreement shall remain in full force and effect, and be enforceable.

SECTION 7.10 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

SECTION 7.11 No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under the provisions of this Agreement shall impair any such right or power to be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party shall not be construed as a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof.

SECTION 7.12 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Meriam, or Meriam’s assigns and successors.

Notice shall be effective on the date delivered in person, or the date when such notice is mailed to the address of the receiving party indicated below:

Notice to the City: City of Chico  
Attention: City Manager  
P. O. Box 3420  
Chico, CA 95927

Notice to Meriam: Meriam Park, LLC  
360 E. 6th Street  
Chico, CA 95928

SECTION 7.13 Recording. The City Clerk shall cause a copy of this Agreement to be recorded with the Butte County Recorder no later than ten (10) days following execution of this Agreement by both parties, which execution will take place no sooner than the effective date of the ordinance approving this Agreement.

SECTION 7.14 Exhibits. The exhibits attached to this Agreement are incorporated herein by reference, and are identified as follows:

- Exhibit "A" List of Properties by Assessor's Parcel Number comprising the Project
- Exhibit "B" Legal Description of Property
- Exhibit "C" Master Plan
- Exhibit "D" Roadway Improvements and Traffic Warrants
- Exhibit "E" Neighborhood Parks Illustrative Exhibit

IN WITNESS THEREOF, the parties have duly signed this Amendment as of the date first written above.

Amendment: MERIAM PARK, LLC A California Limited Liability Corporation	The Undersigned Hereby Consents to this FLATFOOT, LLC A California Limited Liability Corporation
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\_\_\_\_\_\*  
By: Thomas DiGiovanni  
Sole Managing Member

\_\_\_\_\_\*  
By: Kenneth R. Grossman  
Managing Member

CITY OF CHICO,

APPROVED AS TO FORM AND CONTENT:

A Municipal Corporation

\_\_\_\_\_\*  
By: Mark Orme  
City Manager

\_\_\_\_\_  
Vincent C. Ewing, City Attorney

Approved pursuant to City of Chico City  
Council Ordinance No. \_\_\_\_\_,  
adopted \_\_\_\_\_.

\* Signatures to be acknowledged.

**EXHIBIT B**

**LEGAL DESCRIPTION**

Real property in the City of Chico, County of Butte, State of California, described as follows:

PARCEL I:

THE REMAINDER PARCEL, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON DECEMBER 29, 1998, IN BOOK 145 OF MAPS, AT PAGE(S) 79 THRU 83.

PARCEL II:

BEING A PORTION OF PARCELS 1 AND 2 AND THE "NOT A PART" PARCEL AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN MAP BOOK 145, AT PAGES 79-83 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 2 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 20TH STREET AS SHOWN ON SAID MAP; THENCE, FROM SAID POINT OF COMMENCEMENT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89 DEG. 31' 01" EAST, 821.33 FEET TO THE TRUE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND LEAVING SAID RIGHT-OF-WAY LINE, NORTH 01 DEG. 51' 26" WEST, 239.40 FEET; THENCE NORTH 89 DEG. 12' 18" EAST, 109.01 FEET; THENCE NORTH 40 DEG. 20' 56" EAST, 266.61 FEET; THENCE NORTH 32 DEG. 56' 55" EAST, 251.45 FEET; THENCE NORTH 60 DEG. 00' 00" WEST, 182.90 FEET; THENCE NORTH 21 DEG. 41' 03" EAST, 239.90 FEET; THENCE NORTH 21 DEG. 13' 21" WEST, 473.78 FEET; THENCE NORTH 74 DEG. 48' 15" EAST, 165.55 FEET; THENCE NORTH 68 DEG. 17' 06" EAST, 129.50 FEET; THENCE NORTH 24 DEG. 43' 19" WEST, 290.20 FEET; THENCE NORTH 76 DEG. 16' 45" WEST, 470.31 FEET; THENCE NORTH 90 DEG. 00' 00" WEST, 112.99 FEET; THENCE SOUTH 01 DEG. 01' 11" EAST, 223.60 FEET; THENCE SOUTH 21 DEG. 40' 57" EAST, 158.25 FEET; THENCE NORTH 56 DEG. 21' 27" EAST, 76.66 FEET; THENCE NORTH 50 DEG. 17' 10" EAST, 195.40 FEET; THENCE SOUTH 39 DEG. 11' 37" EAST, 105.72 FEET TO THE BEGINNING OF A TANGENT, 89.00 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 35 DEG. 51' 38", AN ARC DISTANCE OF 55.70 FEET; THENCE SOUTH 03 DEG. 19' 59" EAST 155.37 FEET; THENCE SOUTH 00 DEG. 34' 20" EAST, 578.95 FEET; THENCE SOUTH 48 DEG. 30' 21" WEST, 284.08 FEET; THENCE SOUTH 41 DEG. 11' 37" EAST, 43.33 FEET; THENCE SOUTH 52 DEG. 26' 43" EAST, 64.78 FEET; THENCE SOUTH 27 DEG. 29' 17" WEST, 489.65 FEET; THENCE NORTH 62 DEG. 31' 43" WEST, 183.52 FEET; THENCE SOUTH 25 DEG. 26' 27" WEST, 371.74 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 20TH STREET, AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 64 DEG. 33' 33" WEST, 177.87 FEET TO A POINT ON A TANGENT 810.00 FOOT RADIUS CURVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND SAID CURVE, CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 24 DEG. 57' 28", AN ARC DISTANCE OF 352.83 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 89 DEG. 31' 01" WEST, 137.76 FEET TO

**EXHIBIT B**

THE POINT OF BEGINNING.

RESERVING THEREFROM ALL THAT PROPERTY DEDICATED TO THE CITY OF CHICO ON SAID MAP.

ALSO RESERVING THEREFROM ALL THOSE PORTIONS OF RIGHT-OF-WAYS ACQUIRED BY THE OF CHICO UNDER THE FOLLOWING DEEDS: BOOK 2352, O.R. PAGE 162; BOOK 2649, OR.PAGE 591 BUTTE COUNTY OFFICIAL RECORDS, AND THOSE DEEDS RECORDED UNDER BUTTE COUNTY SERIAL NUMBERS 92-1457; 92-59507; 93-28937; AND 94-38301.

AND RESERVING THEREFROM ALL THOSE EASEMENTS AS SHOWN ON SAID MAP.

THE ABOVE DESCRIBED PARCEL IS PURSUANT TO A LOT LINE ADJUSTMENT APPROVED BY THE OF CHICO, BY DEED RECORDED FEBRUARY 3, 2006, SERIAL NO. 2006-0005393 AND RE-RECORDED MARCH 20, 2007, SERIAL NO. 2007-0013500.

PARCEL III:

BEING A PORTION OF PARCELS 1 AND 2 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN MAP BOOK 145, AT PAGES 79-83 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL 2 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF E. 20TH STREET AS SHOWN ON SAID MAP; THENCE, FROM SAID POINT OF COMMENCEMENT AND ALONG SAID WESTERLY LINE, NORTH 00 DEG. 43' 52" EAST, 910.47 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SPRINGFIELD DRIVE; THENCE ALONG SAID SPRINGFIELD CENTERLINE, NORTH 89 DEG. 13' 52" EAST, 332.00 FEET TO THE INTERSECTION OF NOTRE DAME BOULEVARD; THENCE ALONG SAID NOTRE DAME CENTERLINE, NORTH 00 DEG. 43' 52" EAST, 381.22 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 89 DEG. 16' 08" WEST, 332.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE, NORTH 00 DEG. 43' 52" EAST, 104.01 FEET; THENCE LEAVING SAID LINE, SOUTH 89 DEG. 16' 08" EAST, 410.54 FEET; THENCE NORTH 00 DEG. 04' 02" WEST, 15.66 FEET; THENCE NORTH 89 DEG. 55' 58" EAST, 428.22 FEET; THENCE SOUTH 48 DEG. 21' 16" EAST, 59.30 FEET; THENCE NORTH 76 DEG. 52' 31" EAST, 127.02 FEET; THENCE SOUTH 12 DEG. 13'

21" EAST, 473.78 FEET; THENCE SOUTH 21 DEG. 41' 03" WEST, 2.39.90 FEET: THENCE SOUTH 60 DEG. 00' 00" EAST, 182.90 FEET; THENCE SOUTH 32 DEG. 56' 55" WEST, 251.45 FEET; THENCE SOUTH 40 DEG. 20' 56" WEST, 226.61 FEET; THENCE SOUTH 89 DEG. 12' 18" WEST, 109.01 FEET; THENCE SOUTH 04 DEG. 34' 04" EAST, 240.77 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 20TH STREET AS SHOWN ON SAID MAP; THENCE ALONG SAID CENTERLINE, NORTH 89 DEG. 31' 01" WEST, 810.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PROPERTY DEDICATED TO THE OF CHICO ON SAID MAP.

PAGE 2 OF 7

**EXHIBIT B**

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF RIGHT-OF-WAYS ACQUIRED BY THE OF CHICO UNDER THE FOLLOWING DEEDS: BOOK 2352, O.R. PAGE 162; BOOK 2649, PAGE 591 BUTTE COUNTY OFACIAL RECORDS, AND THOSE DEEDS RECORDED UNDER BUTTE COUNTY SERIAL NUMBERS 92-1457; 92-59507; 93-28937; AND 94-3830.

AND RESERVING THEREFROM ALL THOSE EASEMENTS AS SHOWN ON SAID MAP.

THE ABOVE DESCRIBED PARCEL IS PURSUANT TO A LOT UNE ADJUSTMENT APPROVED BY THE OF CHICO, BY DEED RECORDED FEBRUARY 3, 2006, SERIAL NO. 2006-0005393 AND RECORDED MARCH 20, 2007, SERIAL NO. 2007-0013500.

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO CALIFORNIA WATER SERVICE COMPANY, A CALIFORNIA PUBLIC UTILITY WATER CORPORATION, BY DEED RECORDED MARCH 27, 2007, SERIAL NO. 2007-0014795, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 145 OF MAPS, AT PAGES 79-83, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY UNE OF SAID PARCEL 2 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SPRINGFIELD DRIVE AS SHOWN ON SAID PARCEL MAP, SAID POINT LYING 31 FEET SOUTH OF THE INTERSECTION OF SAID WESTERLY LINE AND THE CENTERLINE OF SAID SPRINGFIELD DRIVE; THENCE FROM SAID POINT OF BEGINNING, AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89 DEG. 13' 52" EAST, 100.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, PARALLEL WITH SAID WESTERLY LINE, SOUTH 00 DEG. 43' 52" WEST, 100.00 FEET; THENCE PARALLEL WITH SAID SPRINGFIELD DRIVE RIGHT OF WAY LINE, NORTH 89 DEG. 13' 52" WEST, 100.00 FEET TO A POINT ON SAID WESTERLY LINE; THENCE ALONG SAID LINE NORTH 00 DEG. 43' 52" EAST, 100.00 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE WESTERLY LINE OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 145 OF MAPS, AT PAGES 79-83, TAKEN BETWEEN FOUND MONUMENTS AND ASSIGNED THE BEARING NORTH 00 DEG. 43' 52" EAST.

THE ABOVE EXCEPTED PARCEL IS PURSUANT TO A LOT LINE ADJUSTMENT APPROVED BY THE COUNTY OF BUTTE, BY DEED RECORDED MARCH 27, 2007, UNDER SERIAL NO. 2007-0014796.

PAGE 3 OF 7

**EXHIBIT B**

PARCEL IV:

BEING A PORTION OF PARCELS 1, 2, 3, 4, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN MAP BOOK 145, AT PAGES 79-83 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 4 AS SHOWN ON SAID PARCEL MAP; THENCE, ALONG THE NORTHERLY LINE OF SAID PARCELS 4 AND 2, THE FOLLOWING COURSES AND DISTANCES: SOUTH 81 DEG. 05' 46" EAST, 125.93 FEET; SOUTH 60 DEG. 37' 33" EAST, 231.74 FEET; SOUTH 47 DEG. 57' 25" EAST, 205.91 FEET; SOUTH 49 DEG. 44' 05 EAST, 139.18 FEET; SOUTH 83 DEG. 40' 29" EAST, 280.04 FEET; SOUTH 84 DEG. 55' 21" EAST, 190.63 FEET; NORTH 55 DEG. DO' 39" EAST, 171.16 FEET; NORTH 78 DEG. 07' 08" EAST, 21.78 FEET; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 13 DEG. 43' 22" WEST, 377.22; THENCE SOUTH 13 DEG. 43' 40" WEST, 64.69 FEET; THENCE SOUTH 03 DEG. 37' 05" WEST, 79.25 FEET; THENCE SOUTH 10 DEG. 10' 47" EAST, 254.16 FEET; THENCE SOUTH 24 DEG. 43' 19" EAST, 290.20 FEET; THENCE SOUTH 68 DEG. 17' 06" WEST, 129.50 FEET; THENCE SOUTH 74 DEG. 48' 15" WEST, 165.55 FEET; THENCE SOUTH 76 DEG. 52' 31" WEST, 127.02 FEET; THENCE NORTH 48 DEG. 21' 16" WEST, 59.30 FEET; THENCE SOUTH 89 DEG. 55' 58" WEST, 428.22 FEET; THENCE SOUTH 00 DEG. 04' 02" EAST, 15.66 FEET; THENCE NORTH 89 DEG. 16' 08" WEST, 410.54 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE, NORTH 00 DEG. 43' 52" EAST, 800.90 FEET; THENCE NORTH 00 DEG. 27' 21" EAST, 619.09 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PROPERTY DEDICATED TO THE CITY OF CHICO ON SAID MAP.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF RIGHT-OF WAYS ACQUIRED BY THE CITY OF CHICO UNDER THE FOLLOWING DEEDS:

BOOK 2352, O.R. PAGE 162; BOOK 2649, O.R. PAGE 591 BUTTE COUNTY OFFICIAL RECORDS, AND THOSE DEEDS RECORDED UNDER SUITE COUNTY SERIAL NUMBERS 92-1457; 92-59507; 93-28937; AND 94-38301.

AND RESERVING THEREFROM ALL THOSE EASEMENTS AS SHOWN ON SAID MAP.

PARCEL V:

BEING A PORTION OF THAT CERTAIN PARCEL MAP NO. 97-01, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN MAP BOOK 145, AT PAGES 79-83 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID "NOT A PART" PARCEL, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF BRUCE ROAD; THENCE, FROM SAID POINT OF COMMENCEMENT AND ALONG SAID BRUCE ROAD RIGHT-OF-WAY LINE, SOUTH 00 DEG. 14' 45" EAST, 153.94 FEET TO THE TRUE POINT OF BEGINNING FOR THE

**EXHIBIT B**

PARCEL HEREIN DESCRIBED; THENCE LEAVING SAID POINT OF BEGINNING AND SAID RIGHT-OF-WAY LINE, SOUTH 89 DEG. 45' 15" WEST, 486.53 FEET; THENCE NORTH 03 DEG. 19' 59" WEST, 155.37 FEET; THENCE NORTH 21 DEG. 15' 48" WEST, 54.80 FEET; THENCE NORTH 39 DEG. 11' 37" WEST, 105.72 FEET; THENCE SOUTH 50 DEG. 17' 10" WEST, 195.40 FEET; THENCE SOUTH 56 DEG. 21' 27" WEST, 76.66 FEET; THENCE NORTH 21 DEG. 40' 57" WEST, 158.25 FEET; THENCE NORTH 01 DEG. 00' 11" WEST, 223.60 FEET; THENCE NORTH 90 DEG. 00' 00" WEST, 112.99 FEET; THENCE SOUTH 76 DEG. 16' 45" WEST, 470.31 FEET; THENCE NORTH 10 DEG. 10' 47" WEST, 254.16 FEET; THENCE NORTH 03 DEG. 37' 05" EAST, 79.25 FEET; THENCE NORTH 13 DEG. 45' 40" EAST, 64.69 FEET; THENCE NORTH 13 DEG. 43' 22" EAST, 377.22 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2 THE FOLLOWING COURSES AND DISTANCES: NORTH 78 DEG. 07' 08" EAST, 320.09 FEET; NORTH 75 DEG. 06' 17" EAST, 160.78 FEET; SOUTH 89 DEG. 29' 00" EAST, 225.20 FEET; SOUTH 60 DEG. 13' 17" EAST, 303.03 FEET; SOUTH 48 DEG. 14' 37" EAST, 319.09 FEET; SOUTH 66 DEG. 01' 21" EAST, 74.29 FEET; NORTH 89 DEG. 45' 15" EAST, 109.16 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BRUCE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00 DEG. 14' 45" EAST, 753.94 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PROPERTY DEDICATED TO THE CITY OF CHICO ON SAID MAP.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF RIGHT-OF WAYS ACQUIRED BY THE CITY OF CHICO UNDER THE FOLLOWING DEEDS:

BOOK 2352, O.R. PAGE 162; BOOK 2649, O.R. PAGE 591 BUTTE COUNTY OFFICIAL RECORDS, AND THOSE DEEDS RECORDED UNDER BUTTE COUNTY SERIAL NUMBERS 92-1457; 92-59507; 93-28937; AND 94-38301.

AND RESERVING THEREFROM ALL THOSE EASEMENTS AS SHOWN ON SAID MAP.

PARCEL VI:

BEING A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 97-01, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN MAP BOOK 145, AT PAGES 79-83 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID "NOT A PART" PARCEL, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF BRUCE ROAD; THENCE, FROM SAID POINT OF COMMENCEMENT AND ALONG SAID BRUCE ROAD RIGHT-OF-WAY LINE, SOUTH 00 DEG. 14' 45" EAST, 153.94 FEET TO THE TRUE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEG. 14' 45" EAST, 1755.60 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 20TH STREET AS SAME IS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY

PAGE 5 OF 7

**EXHIBIT B**

LINE, SOUTH 89 DEG. 04' 05" WEST, 627.25 FEET TO A POINT ON A NON-TANGENT 850 FOOT RADIUS CURVE, FROM WHICH A RADIAL LINE BEARS NORTH 11 DEG. 26' 04" EAST; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID CURVE, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 14 DEG. 00' 23", AN ARC DISTANCE OF 207.792 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 60 DEG. 33' 33" WEST, 382.79 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 2S DEG. 26' 27" EAST, 371.74 FEET; THENCE SOUTH 62 DEG. 31' 43" EAST, 183.52 FEET; THENCE NORTH 11 DEG. 27' 17" EAST, 489.65 FEET; THENCE NORTH 52 DEG. 26' 43" WEST, 64.78 FEET; THENCE NORTH 41 DEG. 11' 37" WEST, 43.33 FEET; THENCE NORTH 48 DEG. 30' 21" EAST, 284.08 FEET; THENCE NORTH 00 DEG. 34' 20" WEST, 587.95 FEET; THENCE NORTH 89 DEG. 45' 15" EAST, 486.53 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PROPERTY DEDICATED TO THE CITY OF CHICO ON SAID MAP.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF RIGHT-OF-WAYS

ACQUIRED BY THE CITY OF CHICO UNDER THE FOLLOWING DEEDS: BOOK 2352, OR PAGE 162; BOOK 2649, OR PAGE 591 BUTTE COUNTY OFFICIAL RECORDS, AND THOSE DEEDS RECORDED UNDER BUTTE COUNTY SERIAL NUMBERS 92-1457; 92-59507; 93-28937; AND 94-38301.

AND RESERVING THEREFROM ALL THOSE EASEMENTS AS SHOWN ON SAID MAP.

THE ABOVE DESCRIBED PARCEL IS PURSUANT TO A LOT UNE ADJUSTMENT APPROVED BY THE CITY OF CHICO, BY DEED RECORDED FEBRUARY 3, 2006, SERIAL NO. 2006-0005393 AND RERECORDED MARCH 20, 2007, SERIAL NO. 2007-0013500. APN: 002-180-102-000; 002-180-121-000; 002-180-122-000; 002-180-123-000; 002-180-124-000; 002-180-125-000; 002-180-126-000; 002-180-127-000; 002-180-128-000; 002-180-129-000; 002-180-130-000; AND 002-180-131-000

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 5, AS SAID PARCEL IS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE FOR BOUNDARY LINE MODIFICATION 07-09 RECORDED DECEMBER 28, 2007, UNDER RECORDER'S SERIAL NUMBER 2007-0059800, OFFICIAL RECORDS OF BUTTE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 5;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 5, SOUTH 89°53'52" WEST 31.00 FEET TO THE WEST RIGHT OF WAY LINE OF BRUCE ROAD AS SHOWN ON PARCEL MAP NO. 97-01, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE

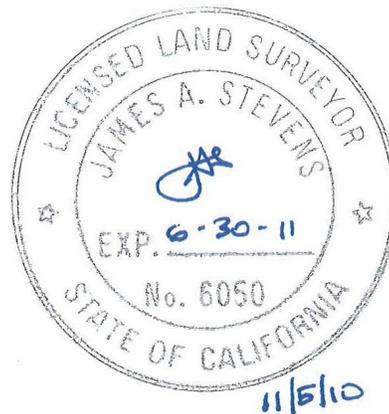
**EXHIBIT B**

DECEMBER 29, 1998, IN BOOK 145 OF MAPS AT PAGES 79-83;

THENCE CONTINUING ALONG SAID SOUTH LINE OF PARCEL 5, SOUTH 89°53'52" WEST 424.17 FEET; THENCE LEAVING SAID SOUTH LINE OF PARCEL 5, NORTH 00°14'41" WEST 60.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°14'41" WEST, 485.00 FEET; THENCE SOUTH 89°53'52" WEST 385.00 FEET; THENCE SOUTH 00°14'41" EAST 485.00 FEET TO A POINT 60 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY PROLONGATION OF SAID SOUTH LINE OF PARCEL 5; THENCE PARALLEL WITH SAID SOUTH LINE OF PARCEL 5, NORTH 89°53'52" EAST, 385.00 FEET TO SAID TRUE POINT OF BEGINNING, CONTAINING 4.29 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS IS THE SAME AS THAT SHOWN ON SAID PARCEL MAP NO. 97-01.





## Meriam Park Guiding Principles & Plan Objectives

The plan for Meriam Park comes from the tradition of great American neighborhoods. Meriam Park has been designed with a network of connected streets, a range of residential types and a mix of commercial and civic uses. Neighborhoods designed and built in this manner provide superior human habitat over the long term. In addition, greater attention is now being paid to the natural setting of our neighborhoods, towns and cities. As a society, we have become more aware of the importance of natural resources, and have achieved a greater understanding of the impacts to foundational natural systems and critical natural habitats.

As urbanists, we are committed to thoughtful design at all scales (region, city, neighborhood, street, block and building) to provide robust, adaptable, long-term physical framework for community. The values of environmental protection and urban growth can be successfully integrated at each of these scales with intentional and attentive design. The Chico General Plan established goals and policies intended to achieve such a proper integration. More recently, the effort to articulate the best practices of neighborhood development within the natural and urban setting has resulted in the publication of the LEED-ND(1). New Urban Builders is committed to using LEED-ND standards in Meriam Park.

*"Good environmentalists should make good urbanists, and vice-versa, as they both understand systems, diversity, connectivity and interdependence."*

- Caryl Terrell, Sierra Club, Wisconsin

(1)LEED-ND. Leadership in Energy and Environmental Design for Neighborhood Development Rating System. Developed through a partnership of the Congress for the New Urbanism, Natural Resources Defense Council and the US Green Building Council. [www.USGBC.org](http://www.USGBC.org)

## Meriam Park Development Agreement

Exhibit "C": Master Plan

Page 1 of 5

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December 2009



**Attachment C**

The following list of guiding principals and objectives for Meriam Park is intended to articulate the core values and goals of the plan, and to provide a framework for evaluating its merits.

**1. Establish Compact, Complete and Connected Neighborhoods characterized by:**

- Efficient use of onsite or adjacent road and public service infrastructure, schools, transit service, bike routes and parks.
- A network of connected streets designed to provide direct and safe connections for pedestrians and bicyclists as well as motorists.
- A commercial and mixed-use core with commercial, retail and civic activity for residents and the broader Chico population.
- Mixed uses, mixed housing types, and sufficient overall density and commercial/civic activity to support transit.

**2. Reinforce Community Character by:**

- Designing streets as both functional thoroughfares and public amenities.
- Enhancing the public realm by providing inviting open spaces and places for formal and informal interaction among residents and the broader Chico population.
  - o *Neighborhood Parks and Greens.* Establish small-scale parks and greens within a 3-minute walk of all residents.
  - o *Little Chico Creek Greenway.* Provide restored and enhanced habitat and passive recreational uses.
  - o *Plazas and civic places.* Create additional landmarks and public art within Meriam Park and Little Chico Creek Greenway.
  - o *Habitat Preserve.* Set aside an open space preserve for endangered species and vernal pool habitat in the northwest portion of the project site.
- Preserving and enhancing cultural markers as references to the past, and frame important view corridors and vistas of the foothills.

**3. Protect Environmental Resources at the regional and local level by:**

- Preserving regional open space and critical habitat by reinforcing the compact form of the city.

- Reducing air quality impacts of new development by developing compact neighborhoods and a mixed-use commercial core.
- Enhancing energy efficiency of new development at the building scale using efficient building orientation, design, materials and construction practices.
- Protecting high quality onsite habitat through preservation, and compensate for loss of lower quality habitat with offsite acquisition and restoration.
- Restoring and enhancing habitat values in Little Chico Creek, and providing opportunities for low-impact recreational uses for the community.
- Reducing impacts to water quality using best design and management practices.

**4. Provide Continuity, Connectivity & Safety by:**

- Making improvements to the major corridors (20<sup>th</sup> St., Bruce Road, Notre Dame Blvd.) traversing the site to heighten visibility and accessibility.
- Creating a connected street network that reduces auto dependency, diminishes intersection congestion, and provides enhanced emergency response.
- Provide supervision of streets and other public space through thoughtful building placement and orientation.
- Establishing a model along Little Chico Creek for enhancing and integrating regional greenways throughout the Chico urban area.

**5. Provide Housing Choice and Workplace Opportunity by:**

- Integrating a wide range of housing types for a broad array of households, incomes and life stages.
- Offering a mixture of building types for commercial activity that respond to near-term market demands and provide adaptability to long-term economic trends.

## Meriam Park Development Agreement

Exhibit "C": Master Plan

Page 2 of 5





**TND Designations**



TND Designations may be adjusted one designation up or down. For example: Neighborhood General may be changed up to Neighborhood Center or down to Neighborhood Edge.



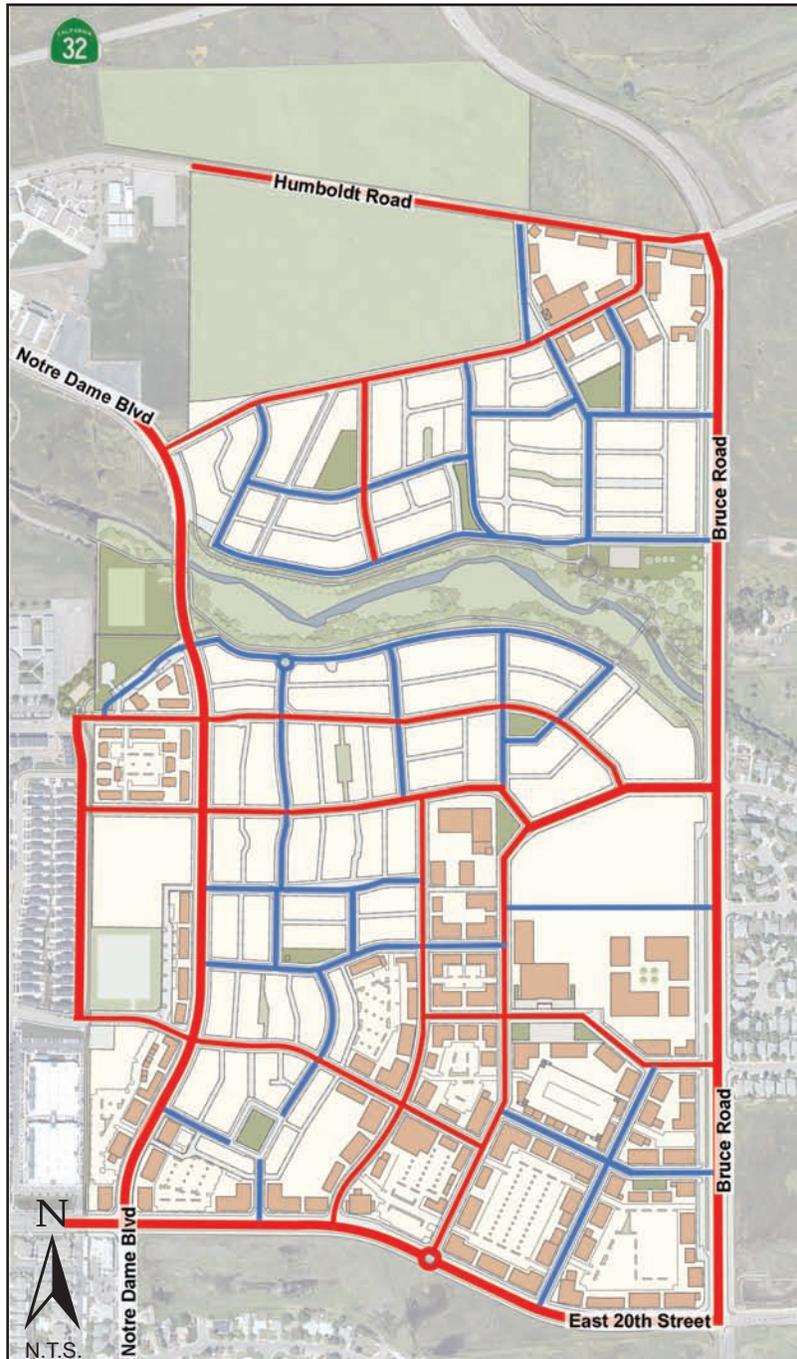
# Meriam Park Development Agreement

## Exhibit "C": Master Plan

Page 3 of 5

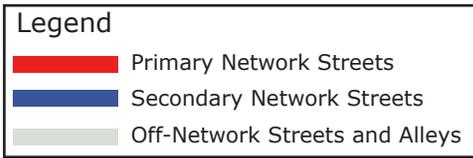
December 2009





### Emergency Response Network

The Emergency Response Network ensures emergency access to and through the entire project site. The alignments for Primary Network streets have been established in consultation with the Planning Director, Fire Marshal and Director of Development Services, and may be modified subject to their joint approval. Secondary streets are shown as illustrative and are fixed with the approval of subsequent maps and improvement plans.



## Meriam Park Development Agreement

### Exhibit "C": Master Plan

Page 4 of 5

December 2009





**Illustrative Plan**

The Illustrative Plan shows the more urban building types of the NC and Core Subzones placed along the Transit Routes and in Meriam Center. Surface parking lots are placed at the interior of blocks in the Core and are sized to accept future potential parking structures.

**Meriam Park Development Agreement**

Exhibit "C": Master Plan

Page 5 of 5

December 2009



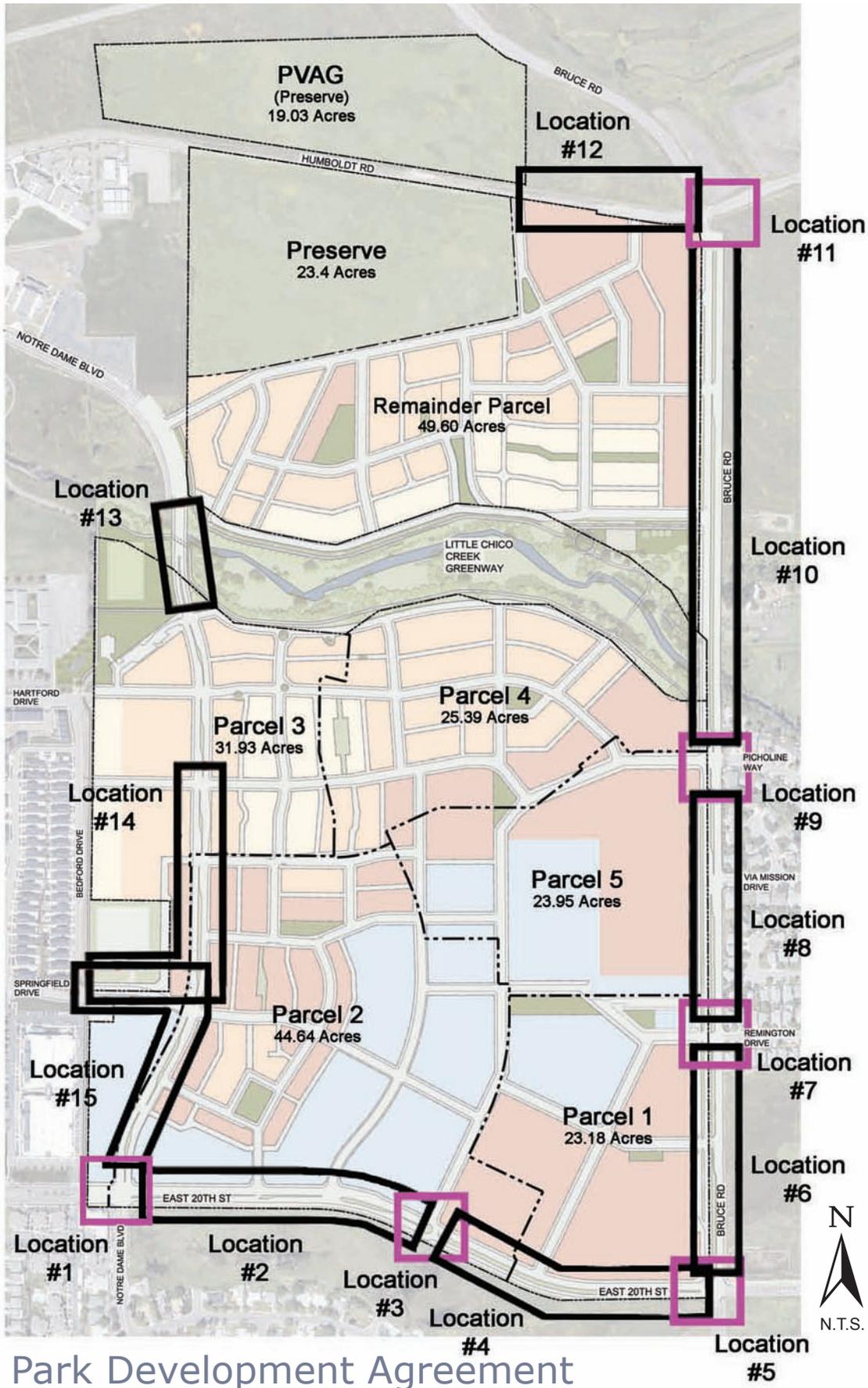
<b>MERIAM PARK ROADWAY IMPROVEMENT TABLE</b>		
<b>Location</b>	<b>Description</b>	<b>Warrant/Threshold (PMPH = PM peak hour)</b>
1	East 20th Street/Notre Dame Traffic Signal & East 20th Street 5-lane section west of Notre Dame Blvd (Nexus Improvement)	Prior to any additional Meriam Park traffic on Hartford Drive and/or Springfield Drive beyond the initial 90 units in Phase 8 or when Meriam Park PMPH trips exceed 1,000 trips, whichever occurs first.
2	East 20th Street from Notre Dame Blvd to Concord Avenue (Nexus Improvement)	When Meriam park project-wide PMPH trips exceed 1,000 trips.**
3	Traffic signal at East 20th Street/Concord Avenue, consistent with pages 3 and 4 of this Exhibit	When this access point provides service for 150 PMPH trips entering/exiting Meriam Park.
4	East 20th Street - Roundabout to Bruce Road (Nexus Improvement)	When Meriam Park project-wide PM peak hour trips exceed 1,650 trips.**
5	East 20th St/Bruce Road intersection turn lane storage enhancements	If development along Bruce Road provides access only to Bruce Road: 230 Meriam Park PMPH trips; if access also provided to East 20th Street: 290 PMPH Meriam Park trips.
6	Bruce Road - East 20th Street to Remington Dr (Nexus Improvement)	If development along Bruce Road provides access only to Bruce Road: 230 Meriam Park PMPH trips; if access also provided to East 20th Street: 290 PMPH Meriam Park trips.**
7	Bruce Road/Remington Drive Traffic Signal	Install only if Court/County facility has single access to Bruce Road at Remington Drive.
8	Bruce Road - Remington Drive to Picholine Way (Nexus Improvement)	When Meriam Park project-wide PMPH trips exceed 230 trips.**
9	Modification to Bruce Road Traffic Signal at Picholine	Signal upgrade when access is opened at this location.
10	Bruce Road - Picholine Way to Humboldt Road (Nexus Improvement)	When Meriam Park project-wide PMPH trips exceed 350 trips.**
11	Traffic Signal at Bruce Road & Humboldt Road (Nexus Improvement)	Concurrent with adjacent development.
12	Humboldt Road	Concurrent with adjacent development.
13	Notre Dame Blvd Bridge over Little Chico Creek (Nexus Improvement)	When Meriam Park project-wide PMPH trips exceed 1,300 trips. (Bridge should service pedestrian and bicycle trips to school immediately).
14	Notre Dame Blvd from Kenrick Ln to Springfield Dr (Nexus Improvement)	Prior to any additional Meriam Park traffic on Hartford Drive beyond the initial 90 units in Phase 8.
15	Springfield Drive/Notre Dame Blvd Circulation (partial Nexus Improvement)	Prior to any additional Meriam Park traffic on Springfield Drive beyond the initial 90 units in Phase 8, or concurrently with Location 14, whichever occurs first.
** Segment must also reach a peak hour directional volume of 810 trips to warrant improvement.		

## Meriam Park Development Agreement

Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit

Page 1 of 4

June 2014



# Meriam Park Development Agreement

Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit  
 Page 2 of 4

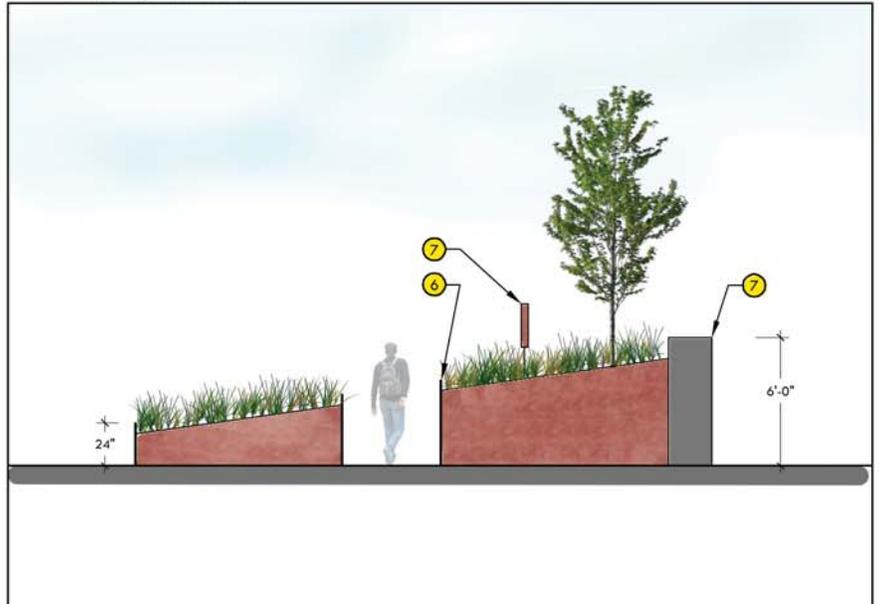
December 2009



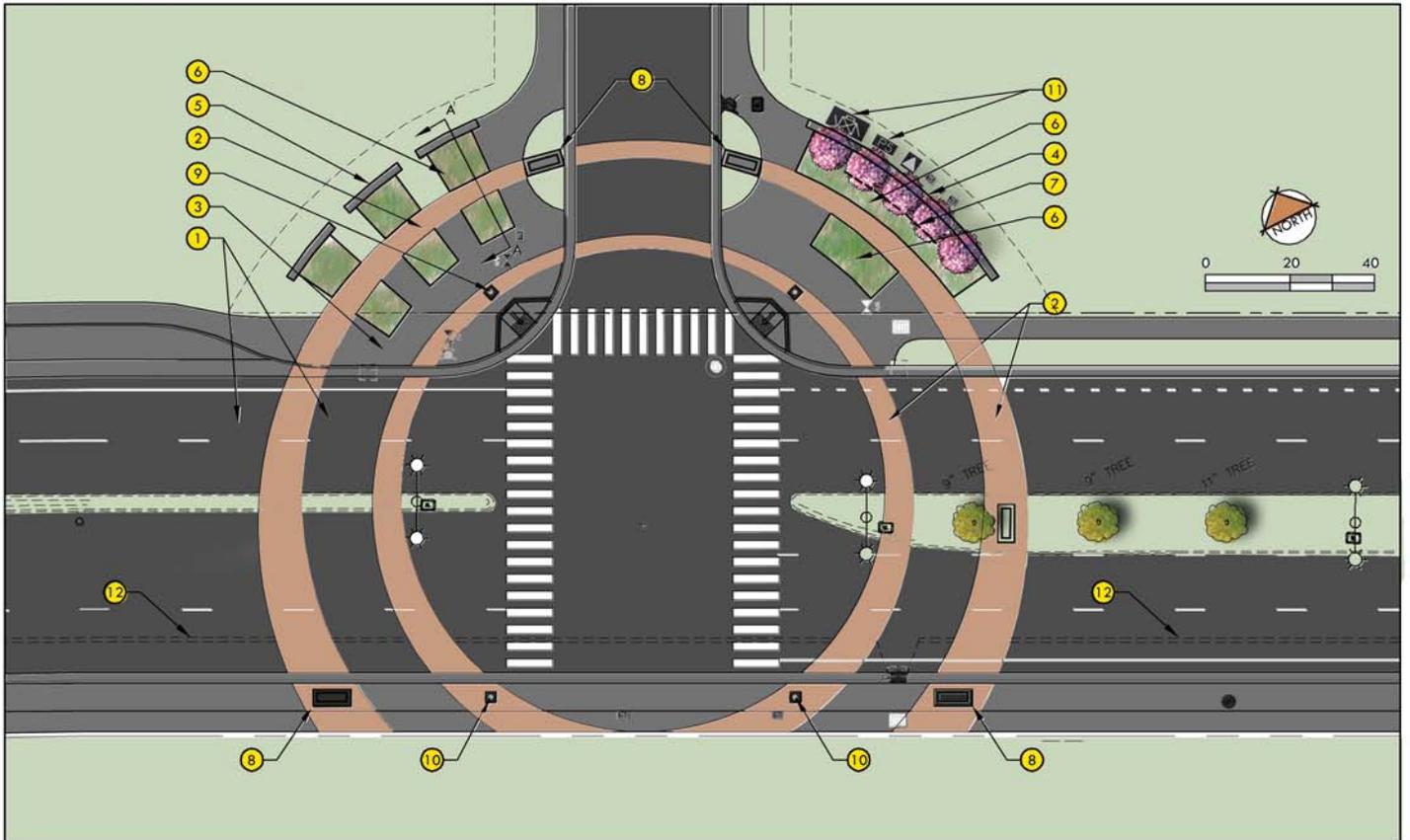
# LEGEND

SYMBOL	DESCRIPTION
1	EXISTING ASPHALT TO REMAIN. SAWCUT AS NEEDED.
2	COLORED CONCRETE BANDING
3	DECORATIVE CONCRETE PAVING. SCORE AS SHOWN.
4	BACKGROUND WALL - 6' HIGH CHARCOAL COLORED CONCRETE WITH SMOOTH FINISH
5	BACKGROUND WALL - 42" HIGH COLORED CONCRETE TO MATCH
6	SLOPING PLANTER WITH 3/4" CORTEN PLATE STEEL WALLS
7	"MERIAM PARK" ENTRY SIGN - 24" CORTEN STEEL LETTERS MOUNTED ON STEEL POSTS 30" ABOVE FINISH GRADE
8	ENTRY MONUMENTS - COLORED CONCRETE WITH CORTEN PLATE STEEL ACCENT. SEE ELEVATION.
9	TRAFFIC SIGNAL BASE - COLORED CONCRETE COLUMN TO MATCH ENTRY MONUMENT
10	TRAFFIC SIGNAL - CITY STANDARD
11	TRAFFIC SIGNAL UTILITIES
12	EXISTING AC DIKE TO REMAIN

# SECTION A-A<sup>1</sup>



# PLAN VIEW



## MERIAM PARK DEVELOPMENT AGREEMENT

### Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit

Page 3 of 4

06-11-2014 #2134

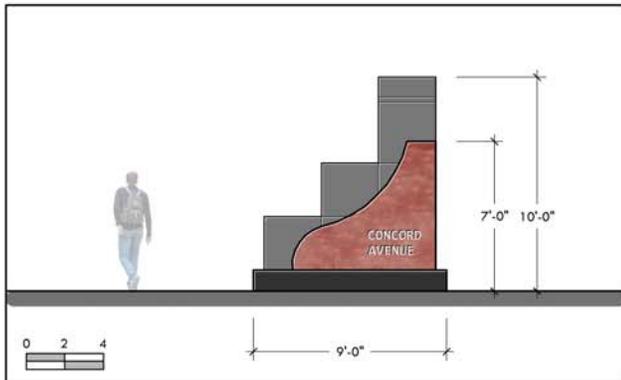
Note: Final design details for the intersection are subject to the review and approval of the Director of Public Works.

Attachment C

ELEVATION VIEW FROM 20TH STREET



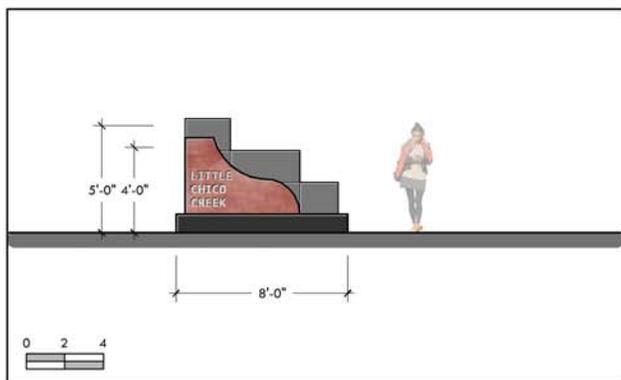
PRIMARY ENTRY MONUMENT ELEVATION



SMOOTH CONCRETE WALL EXAMPLE



SECONDARY ENTRY MONUMENT ELEVATION



CORTEN STEEL WITH STAINLESS OVERLAY EXAMPLE





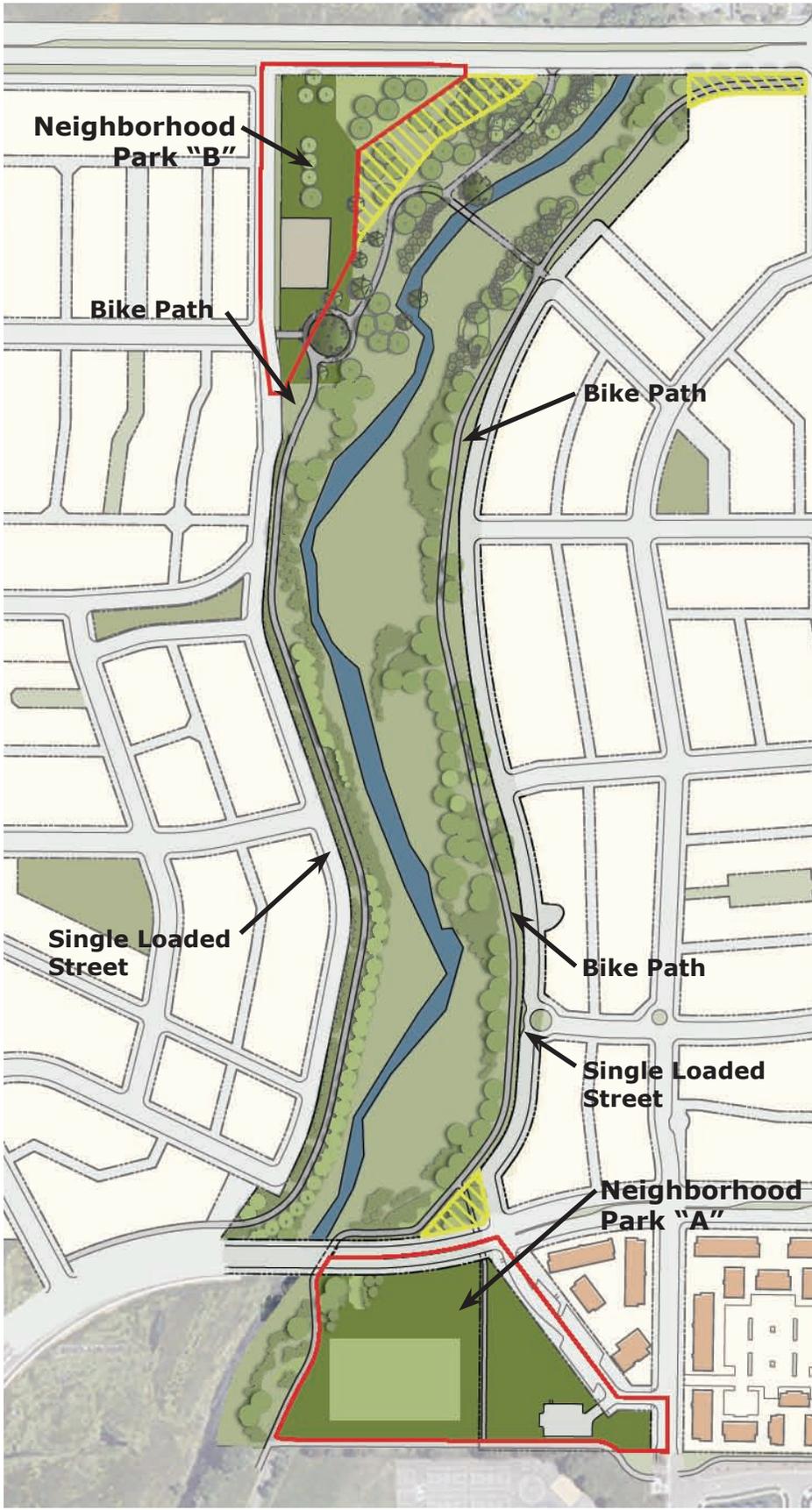
# Meriam Park Development Agreement

## Exhibit "E": Neighborhood Parks Illustrative Exhibit

Page 1 of 2

December 2009





 = Approximately 1.0 Acres Added to Greenway in Additional Dedication



# Meriam Park Development Agreement

Exhibit "E": Neighborhood Parks Illustrative Exhibit  
 Page 2 of 2

December 2009



**Attachment C**



# CITY OF CHICO MEMORANDUM

**TO:** City Council **DATE:** September 25, 2023  
**FROM:** Mike Sawley, AICP, Principal Planner **FILE:** DA 05-02  
**RE:** Annual Update on the Status of the Meriam Park Development Agreement

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## SUMMARY/BACKGROUND:

At its meeting of 06/19/07, the City Council certified a Final EIR, approved a Development Agreement, created a new land use designation (Special Mixed-Use), and adopted a new Traditional Neighborhood Development zoning district and regulations to support development of a mixed-use, new urbanist neighborhood on the approximately 270-acre Meriam Park site in southeast Chico.

The Meriam Park Development Agreement (DA), dated August 6, 2007, is a 25-year agreement between the City and Meriam Park, LLC (Meriam) establishing standards, conditions, and regulations governing the project's development. The DA generally describes the project and includes several exhibits illustrating the pattern of development anticipated for the site.

The DA has been amended five times over the subsequent years to accommodate various aspects of build out. These DA amendments did the following:

- Facilitated timing of the Parkside Terrace affordable housing project (2009);
- Provided flexibility in siting future parks and greens, and eliminated a central vehicle bridge over Little Chico Creek from the plan (2010);
- Excluded the new Superior Courthouse from the DA (a pre-condition for State acquisition of the site, 2010);
- Replaced a planned roundabout at the intersection of East 20th Street and Concord Avenue with a traffic signal, and removing the developer's option to accrue street facility impact fee credits for this signal as a means of recouping costs from constructing nexus roadway improvements (2014); and
- Revised the due date to facilitate parcel creation for the Veteran's Administration clinic and reinforce indemnification provisions of the agreement (2017).

A copy of the DA, as amended, is provided as **Attachment A**. A map depicting the specific pattern of development approved subsequent to 2007 is provided as **Attachment B**.

## ANNUAL REVIEW OF DEVELOPMENT AGREEMENT 05-02:

Pursuant to Section 5.1 of the DA, the City shall conduct an annual review to ascertain the extent of good faith compliance by Meriam with the terms of the Agreement. The following provides a status update regarding Meriam's compliance the various DA requirements.

### Section 1.4 - Project Description

(this section refers to the Meriam Park Master Plan, described and depicted in Exhibit "C" of the DA and establishes "*a maximum of 3,200 residential units, a maximum of 205,000 square feet of retail space and a maximum of 980,000 square feet of commercial and civic development, approximately 29 acres of open space and park elements and related public infrastructure...*")

The primary developer in Meriam Park anticipates full build-out to comprise approximately 1,667 residential units, 200,000 square feet of retail space and 700,000 square feet of commercial and civic development (includes office uses). The plan at full build-out still contains 29 acres of open space, park elements and related public infrastructure as provided by the DA.

As stipulated under this section of the DA, traffic attributable to the North Butte County Courthouse at 1775 Concord Avenue is included in ongoing calculations of Meriam Park's project-wide PM peak-hour trips for the purposes of tracking Meriam's obligation to construct roadway improvements pursuant to Section 3.2 of the DA.

### Section 1.6 - Assignment

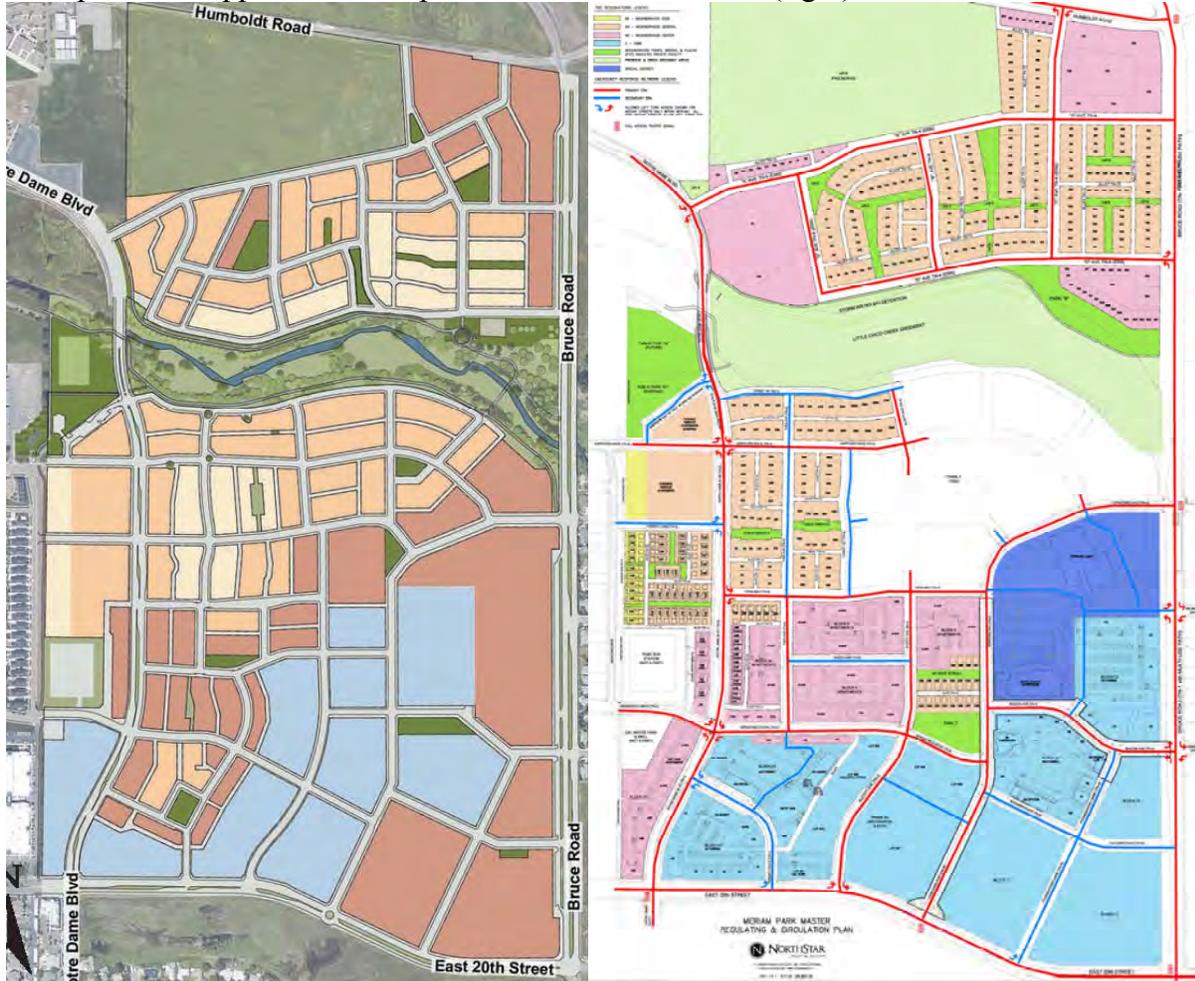
Meriam Park, LLC, the original signatory to the agreement sold its last remaining interest in the Meriam Park development in 2018. The current ownership of undeveloped portions of the Property is held by entities controlled by Dan Gonzales (Gonzales Development Company, LLC; MPH CO, LLC; Tank District, LLC; MP Bungalow Commons LLC; The MP Blocks, LLC; Gonzales Family Residential, LLC; and MP Northfork, LLC; totaling approximately 51 acres), Bill Webb (Webb Homes, Inc., totaling 24.14 acres), Northern Valley Indian Health Inc. (6.82 acres), Enloe Medical Center (13.38 acres) and Mechoopda Indian Tribe of Chico Rancheria (2.34 acres).

Divided ownership of undeveloped portions of the Project complicates the meaning of the term "Meriam" which is used throughout the DA to refer to a singular entity with control of the entire undeveloped portion of the site.

### Section 2.1 – Development of the Property

*(Development of the Property shall be consistent with the Project Description as defined above.)*  
Development of the Property has generally been consistent with the Meriam Park Guiding Principles and Plan Objectives outlined in the Meriam Park Master Plan (DA Exhibit "C"). However, as a result of several map approvals and map modifications over the years, the currently approved street network differs from the street network shown on the Master Plan map drawings. Below are maps showing the 2007 adopted Meriam Park Master Plan (left) and the

2020 pattern of approved development within Meriam Park (right).



### Section 2.6 - Mitigation

Many of the mitigation measures contained in the Meriam Park Program EIR were fulfilled within the first few years following initial Project approvals in 2007. For example, Meriam secured all the necessary State and Federal permits to authorize the biological impacts of the development and established the Meriam Park Preserve by recording a conservation easement over 43 acres and instituting a long-term land management regime. Other mitigation measures from the EIR have been routinely applied to subdivision maps and design review applications during City processing of subsequent Project approvals.

### Section 2.7 - Processing Fees and Charges

1. Meriam pays current City fees which are in effect at the time each permit or application is submitted for review.
2. Meriam pays current Development Impact Fees (DIF) applicable to site development,

except where using accrued credits is allowed by the DA and excepting trunk line fees associated with the Southeast Chico Sewer Assessment District facilities for which assessments have already been paid for the Meriam Park site.

3. Meriam receives credits against DIF as applicable under the Chico Municipal Code.
4. As anticipated by this DA provision the City was unable to collect DIF from the State of California for the courthouse and City staff therefore deducted the unpaid fees from reimbursements otherwise due to Meriam for constructing DIF Program Street Facilities in Phase 8 (Notre Dame Boulevard). As a result, there are no outstanding DIF obligations due by Meriam other than ongoing and future approved construction projects.

### Section 2.8 - Timing and Commencement of Development

*(Submit the first subdivision within one year of the DA; develop at least 50,000 sq. ft. of retail, commercial and/or civic uses within 5 years of the first building permit; develop at least 250,000 sq. ft. within 10 years of the first building permit.)*

The first Meriam Park subdivision (S 07-09) was submitted in 2007, the same year the DA was approved. The first building permit in Meriam Park was issued on July 8, 2010, for the Parkside Terrace affordable housing project. The courthouse (60,000 square feet), was completed in March of 2015, meeting the 5-year objective of this DA section.

Aside from the Parkside Terrace and courthouse projects, little to no development took place in Meriam Park during the aftermath of the Great Recession, until mid-2017. Over the past three years Mr. Gonzales is responsible for facilitating the development of nearly 245,000 sq. ft. of commercial/retail and civic space in Meriam Park, which includes a 53,000 sf Veteran's Administration Clinic completed in early 2020. In addition, over 350 residential units are either occupied or under construction and set to be completed in Meriam Park by the end of 2023.

Despite this remarkable revival of the Project by Mr. Gonzales, the total square footage of non-residential uses in Meriam Park stood at approximately 205,000 sq. ft. when the 10-year objective date was reached on July 8, 2020. Since then, the non-residential goal has been exceeded with additional non-residential projects currently under design.

### Section 3.2 – Roadway Improvements

1. Internal streets improvements have been constructed in conjunction with each phase, and facilities connecting pedestrians and bicyclists to Bruce Road from the courthouse were provided shortly following occupancy of the building.
2. The developer and staff have monitored the Project's traffic generation as development has progressed, and perimeter roadway improvements have been constructed where the current phase of development is shown to meet the warrants set forth within the DA.

For example, travelers in the area will see recent roadway improvements along East 20<sup>th</sup>

Street, including additional curb, gutter and sidewalk along the north side east of Concord Avenue and a new left turn lane into Foundation Lane. Additional improvements along Bruce Road are underway by the City as part of the Bruce Road Widening Project, alleviating Meriam of some DA obligations to construct same. A new street is completed along the north side of Little Chico Creek, but not yet connected to Bruce Road. This street extends from Bruce Road westerly to provide access to a new affordable apartment complex currently under construction (North Creek Crossings), and connects to Notre Dame Blvd. The connection of this new street to Bruce Road is part of the Bruce Road Widening Project by the City.

The next major roadway improvement on the horizon for Meriam is the Notre Dame Bridge over Little Chico Creek, which is currently in the design stage. An annotated version of Exhibit “D” from the *DA Roadway Improvements and Traffic Warrants Exhibit* is included as **Attachment C**.

3. To date, Meriam has constructed approximately \$4,000,000 of qualified City DIF facilities and the City has reimbursed all qualified construction with the exception of recent construction along the north side of 20th Street which has not yet been submitted.
4. N/A, roadway improvements by Meriam are privately funded.
5. N/A, nothing to update on this item.
6. N/A, nothing to update on this item.
7. Meriam has worked cooperatively with BCAG to determine appropriate locations for bus routes and bus stops throughout the Project. See **Attachment D**, Bus Stop Exhibit.

### Section 3.3 - Parks and Greens

*(Parks and greens shall be provided within 900 feet of 90% of the parcels in the Project. Individual parks and greens shall be completed prior to occupancy of 50% of the parcels that depend on that park or green.)*

The distribution of parks and greens on approved Meriam Park tentative subdivision maps complies with open space proximity requirements imposed by this section of the DA, however, to date only a portion of one park (Park A) has been completed (see **Attachment E**).

The existing improved public park serves parcels near Hartford Drive, including the Parkside Terrace complex and new bungalow courts located between Notre Dame Boulevard and Bedford Drive.

In June 2023, the developer completed the centrally located neighborhood park (Park D), which serves most of the parcels located in the lower one-third of the Meriam Park site.

1. *(Park contents and timing, requiring Park A to be completed by July 8, 2015, and Park B to be completed by July 8, 2020)*

As noted above, only one-half of Park A has been completed as of August 2020. The completed portion of Park A contains nearly all required elements, with only sports fields deferred to the final phase. The existing area of Park A (3.75 gross acres) and tentatively approved area of Park B (2.71 gross acres), total more than six gross acres. It is anticipated that the balance of Park A will be completed by fall of 2023 as well. This completion had been delayed as California Water Service Company was using this site for a staging area for the construction of a water connection under Little Chico Creek

2. The first public green has been constructed, Green E-1 lying between Notre Dame Blvd and Thea Ave. A second green E-2, lying between Thea Ave and Odelia Way is anticipated to be completed by the spring of 2024. All greens shown on approved tentative maps meet the size criteria contained in this section of the DA.

#### Section 3.4 – Greenway Dedication and Improvements

The greenway dedications required pursuant to this section were completed with the recording of Boundary Line Modification 21-05 on 8/16/2022. The new bike path on the north side of the creek has been constructed roughly halfway over to Bruce Road from the North Creek Crossings affordable housing project on Notre Dame Boulevard. Extending the bike path on the north side of the creek to Bruce Road has been delayed until the completion of the Bruce Road Widening Project.

#### Section 3.4 - Design and Construct a Bike Path and Bicycle/Pedestrian Bridge Along the North Side of Little Chico Creek

Pursuant to this section of the DA, the bike path and bridge should have been completed by July 8, 2020. In conjunction with the construction of the roadway between Bruce Road and the North Creek Crossings project under construction, Meriam is constructing a portion of the required bike path adjacent to the north side of Little Chico Creek. The primary developer is in the process of requesting an amendment to this DA provision given the changes to the buildout of the Meriam Park Project.

#### Section 3.4 – Greenway Fee Credits

To date, Meriam has used Greenway fee credits in conjunction with construction and is an ongoing process which will continue until the maximum \$157,000 of unused credits is extinguished.

#### Section 3.5 - Establish a Financing Mechanism to Maintain Parks, Greens, and Street Trees

The original Maintenance District previously in place, 536, was retired and replaced with two new CMD's in 2018. CMD A21 was formed to maintain Parks A and B, as well as the Greenway and bike paths. CMD A22 was the first of several individual districts established to maintain common use facilities in specific subdivisions such as roadway medians and bio-cells for post construction storm drain protections. Additional CMD's will be established as needed to fund maintenance of greens to be constructed.

Section 3.7 - Provide Affordable Housing as Set Forth in the Table Below

<b>Affordability Level</b>	<b>Number of Units</b>	<b>Types of Units</b>	<b>Located Within Meriam Park</b>
Moderate Income	97	Single-Family	Yes
Low & Very Low Income	182 (Minimum of 109 very low)	Multi-Family	Yes
Low & Very Low Income	66 (Minimum of 40 very low)	Multi-Family	Within or outside of Meriam Park.

Completed in 2011, the Parkside Terrace project provided 90 units of multi-family housing that are available only to households at or below the “Low Income” affordability level. Forty-nine (49) of the units are further restricted to households at or below the “Very Low” affordability level. The Parkside Terrace project represented substantial early progress toward meeting Meriam’s affordable housing obligations, resulting in the following remaining affordable units under this section of the DA:

<b>Affordability Level</b>	<b>Number of Units</b>	<b>Types of Units</b>	<b>Located Within Meriam Park</b>
Moderate Income	97	Single-Family	Yes
Low & Very Low Income	182 92 (Minimum of 109 60 very low)	Multi-Family	Yes
Low & Very Low Income	66 (Minimum of 40 very low)	Multi-Family	Within or outside of Meriam Park.

In 2021, building permits were issued for the North Creek Crossings project located on the north side of Little Chico Creek east of Notre Dame Boulevard. The project includes 34 units for “Low Income” households and another 126 units that would meet the criteria for “Very Low Income” households for a total of 160 affordable units (exceeding the remaining DA requirement for 158 affordable units). Approximately one-half of the North Creek Crossings project has been completed, and the remaining half is anticipated to be completed in November of 2023.

The Parkside Terrace and North Creek Crossings affordable housing projects fulfill the majority of Meriam’s affordable housing obligations under this section of the DA, including all of the multi-family units needed for a lower-income households. The DA requirement for Meriam to provide 97 single-family units affordable to moderate-income households remains.

1. *(Provide 97 affordable single-family homes dispersed throughout Meriam Park)*

Between 2020 and 2021 35 homes for sale met the moderate ownership income level test. Additionally, 223 rental units (comprising ADUs, studios, 1- and 2-bedroom apartments, and 2- and 3-bedroom single family homes for rent) have been completed and occupied and will rent at rates affordable to moderate income households. Although these units do not meet the deed-restricted affordable requirements sought by this section of the DA, they demonstrate that many moderate-income households have been able to find a home in Meriam Park.

2. *(Provide 182 units of affordable housing for low income households, with at least 60% affordable to very low-income households. Commence development of these affordable units by July 8, 2014, and disperse them throughout the Project)*

As noted above, Parkside Terrace was completed in 2011 during the initial stages of Meriam Park development and all the remaining affordable multi-family units are anticipated with the North Creek Crossings project. Although these two projects do not represent a wide dispersal of affordable units throughout the Project, they meet the main objective of providing units affordable to low- and very low-income households.

Further, it may not be practicable to disperse affordable units throughout Meriam Park as originally envisioned because the regulations for competitive State and Federal funding opportunities compel certain economies of scale. Large affordable housing projects are more likely to receive critical State and Federal funding than proposals with fewer units. This incentive structure requires the dedication of larger sites, typically 4 to 6 acres, to be attractive and economically feasible for an affordable housing grant or tax credit proposal. As a result of these funding mechanisms, Meriam will meet this DA requirement sooner in the build-out than anticipated and the units will be less distributed within the Project.

Section 3.8 - Develop at Least 13.25 Acres at 14.01 Residential Units Per Acre

At least 19.93 acres within Meriam Park have been developed at or above 14.01 residential units per acre by the following four developments:

- Parkside Terrace (90 units on 6.3 gross acres) yielded a density of 14.29 units per acre
- Springfield Apartments (110 units on 4.3 acres) yielded 25.6 units per acre
- Tank District Apartments (48 units on 2.32 acres) yielded 20.1 units per acre
- Notre Dame Courtyard Quads (20 units on 1.01 gross acres) yielded 20 units per acre
- Deco Buildings (27 units on 0.60 acres) yielded 45 units per acre
- Andres Building (17 units on 0.48 acres) yielded 35 units per acre, and
- North Creek Crossings, (160 units on 4.92 acres) will yield 32 units per acre.

Section 3.9 - Establish a Parking Management Association for the CORE Area

A Transportation Management Association (TMA) was prepared in 2017. Its duties are to oversee the parking and traffic management with the CORE area. The TMA is currently

undertaking a capacity analysis of a few internal intersections at Meriam Park where the City Public Works Department has expressed concerns. The TMA also acts as the Property Owner's Association (POA) responsible for the maintenance of the parking lots in Meriam.

#### Section 3.10 - Seek LEED-ND Certification

The primary developer has indicated that they are no longer seeking LEED-ND certification for Meriam Park, citing that many of the benchmarks for LEED-ND certification have been incorporated into the State of California's building code.

#### Section 3.11 - Compliance with DA Provisions and Conditions of Approval

Meriam has complied with conditions of approval imposed by the City on tentative subdivision maps and design reviews of buildings in Meriam Park.

#### Section 4.1 – Vested Rights

The City has recognized Meriam's vested rights to develop the Property and has not imposed requirements for subsequent approvals that conflict with the DA or that prevent development of the land as set forth in the DA.

#### Section 4.2 – Conflicts with Subsequently Enacted Laws

State and Federal laws and regulations enacted after the effective date of the DA have been applied to subsequent City approvals, as legally required. This has not resulted in any substantial changes to the Project Description for Meriam Park.

#### Section 4.3 – Cooperation

The City has cooperated with Meriam in securing other permits as Meriam has requested from time to time. No third-party lawsuits have been filed related to the DA.

#### Section 4.4 – City Obligations Referenced in Other Sections

The Public Works-Engineering Department maintains ledgers to track Meriam's credits against development impact fees for street improvements, neighborhood park fees and greenway fees as set forth in Sections 3.2, 3.3 and 3.4 the DA. This department also tracks traffic generation from new development and mandates appropriate mitigations as required by Exhibit D to the DA.

#### Section 4.5 – Public Infrastructure Investments

The aspirations set forth by this section of the DA, for the City Council to request infrastructure project funding from the Chico Redevelopment Agency to facilitate development in Meriam Park, was precluded in 2012 when the State dissolved the Chico Redevelopment Agency.

#### Section 4. – Wetland Mitigation Credits

In 2008, the City elected to pay Meriam the sum of \$133,050.00 to discharge the obligation described in this section of the DA.

**CONCLUSION:**

Initial development of the Meriam Park Project was hindered due to poor economic conditions from 2007 to 2017, however, development has really taken off over the past five years. Although some of the minor provisions of the DA have not been implemented, overall development at Meriam Park appears to be turning into a success story for Chico.

Meriam has either met or demonstrated good faith compliance toward meeting all DA requirements applicable at this stage of site development.

cc: CM, DCM, CA, CDD, PWD-E, PWD-O&M

**ATTACHMENTS:**

- A. Development Agreement 05-02, as amended (working copy, without extraneous pages)
- B. Meriam Park Master Layout (current)
- C. Annotated Roadway Improvements Exhibit from the DA
- D. Bus Stop Exhibit
- E. Park A Progress



Meriam PMPH trips estimate to be:  
 see trip generation spreadsheet:  
 1203 by end of 2023  
 1297 by end of 2024  
 1479 by end of 2025  
 1773 by end of 2026

PMPH trips from BCAG 2022/2023 Counts (total volume)  
 Bruce North of East 20th 995 x70% = 697directional  
 Bruce South of Humboldt 1,238 x70% = 867 directional  
 E 20th West of Bruce 654 x70% = 458 directional  
 --- 810 direction trips needed as trigger --- (North Bruce Road Meets)

## MERIAM PARK ROADWAY IMPROVEMENT TABLE

	Location	Description	Warrant/Threshold (PMPH = PM peak hour)
	<b>1</b> Built	East 20th Street/Notre Dame Traffic Signal & East 20th Street 5-lane section west of Notre Dame Blvd (Nexus Improvement)	Prior to any additional Meriam Park traffic on Hartford Drive and/or Springfield Drive beyond the initial 90 units in Phase 8 or when Meriam Park PMPH trips exceed 1,000 trips, whichever occurs first.
1/2 Built South side left to do	<b>2</b> Defer	East 20th Street from Notre Dame Blvd to Concord Avenue (Nexus Improvement)	When Meriam park project-wide PMPH trips exceed 1,000 trips.** 810 directional trigger not meet
	<b>3</b> Built	Traffic signal at East 20th Street/Concord Avenue, consistent with pages 3 and 4 of this Exhibit	When this access point provides service for 150 PMPH trips entering/exiting Meriam Park.
1/2 Built South side left to do	<b>4</b> Defer	East 20th Street - Roundabout to Bruce Road (Nexus Improvement)	When Meriam Park project-wide PM peak hour trips exceed 1,650 trips.** Neither trigger meet (both required)
Bruce Road Project addressing	<b>5</b> Heading to construction	East 20th St/Bruce Road intersection turn lane storage enhancements	If development along Bruce Road provides access only to Bruce Road: 230 Meriam Park PMPH trips; if access also provided to East 20th Street: 290 PMPH Meriam Park trips.
Bruce Road Project addressing	<b>6</b> Heading to construction	Bruce Road - East 20th Street to Remington Dr (Nexus Improvement)	If development along Bruce Road provides access only to Bruce Road: 230 Meriam Park PMPH trips; if access also provided to East 20th Street: 290 PMPH Meriam Park trips.**
	<b>7</b> N/A	Bruce Road/Remington Drive Traffic Signal	Install only if Court/County facility has single access to Bruce Road at Remington Drive. trigger not meet
	<b>8</b> Built	Bruce Road - Remington Drive to Picholine Way (Nexus Improvement)	When Meriam Park project-wide PMPH trips exceed 230 trips.**
	<b>9</b> Built	Modification to Bruce Road Traffic Signal at Picholine	Signal upgrade when access is opened at this location.
Bruce Road Project addressing	<b>10</b> Heading to construction	Bruce Road - Picholine Way to Humboldt Road (Nexus Improvement)	When Meriam Park project-wide PMPH trips exceed 350 trips.**
	<b>11</b> Built	Traffic Signal at Bruce Road & Humboldt Road (Nexus Improvement)	Concurrent with adjacent development.
	<b>12</b> Defer	Humboldt Road	Concurrent with adjacent development.
	<b>13</b> Design	Notre Dame Blvd Bridge over Little Chico Creek (Nexus Improvement)	When Meriam Park project-wide PMPH trips exceed 1,300 trips. (Bridge should service pedestrian and bicycle trips to school immediately). trigger not meet - Design near completion
	<b>14</b> Built	Notre Dame Blvd from Kenrick Ln to Springfield Dr (Nexus Improvement)	Prior to any additional Meriam Park traffic on Hartford Drive beyond the initial 90 units in Phase 8.
	<b>15</b> Built	Springfield Drive/Notre Dame Blvd Circulation (partial Nexus Improvement)	Prior to any additional Meriam Park traffic on Springfield Drive beyond the initial 90 units in Phase 8, or concurrently with Location 14, whichever occurs first.
** Segment must also reach a peak hour directional volume of 810 trips to warrant improvement.			

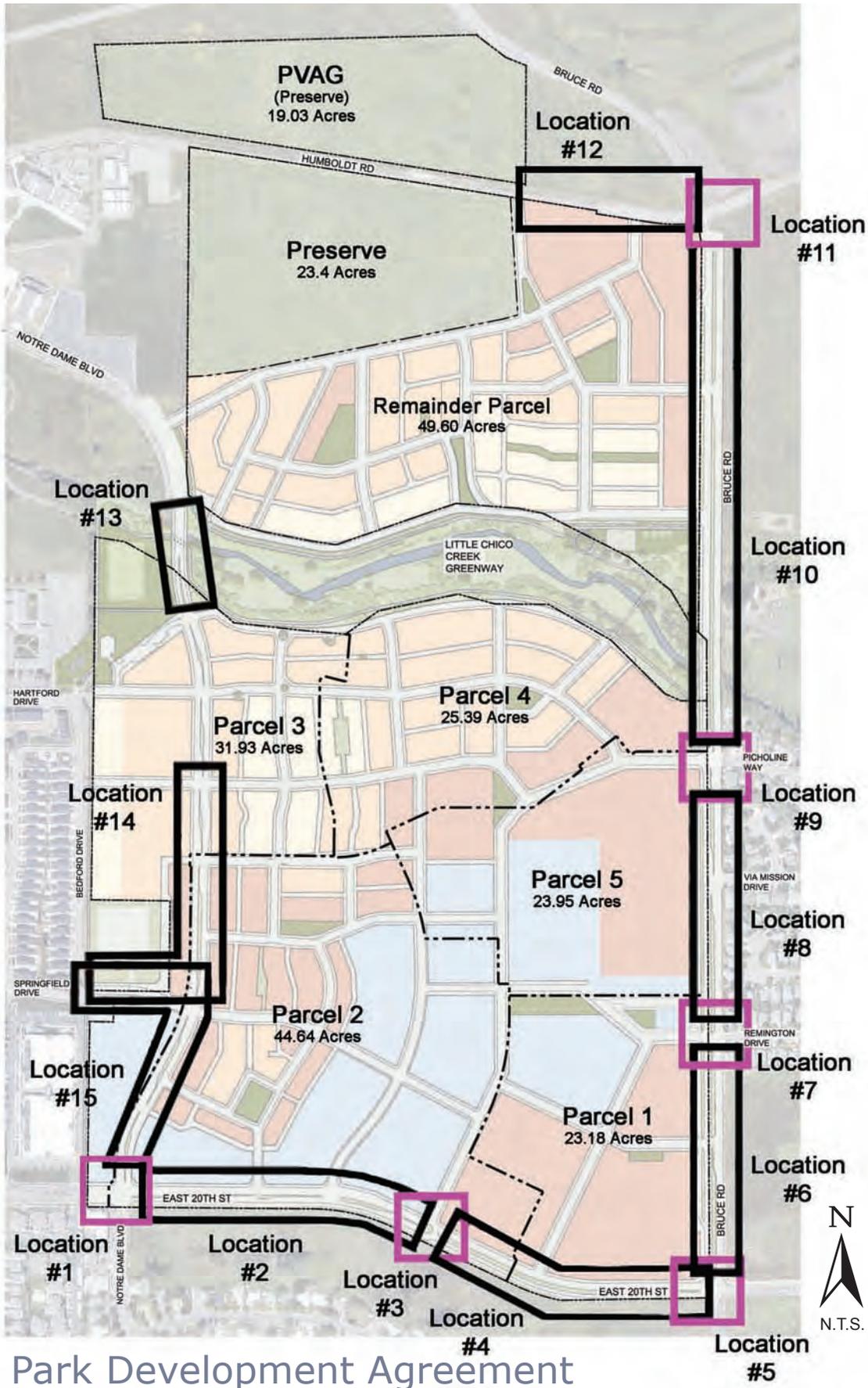
### Meriam Park Development Agreement

Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit

Page 1 of 2

Attachment C

Attachment D



# Meriam Park Development Agreement

Exhibit "D": Roadway Improvements & Traffic Warrants Exhibit  
 Page 2 of 2

December 2009





**PROPOSED MASTER PLAN**  
 MERIAM PARK | CHICO, CALIFORNIA

Bus Stops Updated / Approved 12-2-16

21 JANUARY 2016

**Attachment D**  
**Attachment D**

**PARK A**  
Remaining area to be completed

Portion of Park A to be completed

Portion of Park A already completed



Google Earth

Hartford Dr

**Attachment E**

200 ft



**Attachment D**