

# OLIVEHURST PUBLIC UTILITY DISTRICT

## RESOLUTION NO. 2127

### A RESOLUTION OF APPLICATION OF THE REQUESTED ANNEXATION TO THE OLIVEHURST PUBLIC UTILITY DISTRICT (ROSS RANCH)

**WHEREAS,** The owners of the real property, known as the Ross Ranch Project, have requested annexation to the Olivehurst Public Utilities District for the purpose of receiving services provided by the District, including domestic water, waste water collection and treatment, and park maintenance and recreation services, and

**WHEREAS,** The District's engineer has confirmed that the real property to be annexed is adequately described in the legal description attached hereto and marked Exhibit "A" and is shown on the plat map attached hereto and marked Exhibit "B", and

**WHEREAS,** On the terms and conditions set forth in the Agreement attached hereto as Exhibit A, the District desires to annex the real property and, and upon completion of the improvements required of Developer, will have both the capacity and ability to adequately provide the requested services without adversely impacting the provision of these services to the District's existing customers, and

**WHEREAS,** The District acknowledges the requirement that the Yuba County Local Agency Formation Commission must concur in the approval of this annexation before it may be deemed complete.

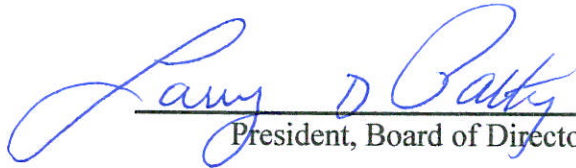
**NOW, THEREFORE,** be it resolved, determined and ordered by the Board of Directors of the Olivehurst Public Utilities District that:

1. The above Recitals are true and correct.
2. The requested annexation of the real property described in Exhibit "A" is hereby approved by this Board of Directors subject to the performance of all of the terms and conditions set forth in the Pre-Annexation Agreement, a signed copy of which is attached hereto and marked Exhibit "C".
3. The approval of this annexation does not guaranty to the property owner any rights to receive the requested services until this annexation has been approved by Yuba County Local Agency Formation Commission and all of the terms and conditions relating to the provision of such services as described in Exhibit A have been fully performed. Additional terms and conditions could be imposed by LAFCO subject to their acceptance by this Board.

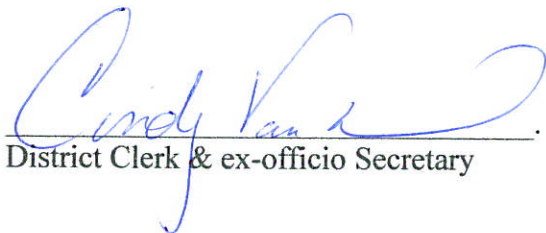
4. Pursuant to the District's adopted annexation procedure an application for approval of this annexation has been or will be filed with Local Agency Formation Commission, together with all required legal descriptions, boundary surveys, location maps, and filing fees. The General Manager is instructed to deliver a certified copy of this Resolution to the Yuba County Local Agency Formation Commission, together with any other requested information required to support the Commission's action.
5. The District agrees, for purposes of this annexation, it shall not receive nor will there be any exchange of any share of property tax revenue (including base tax revenue and annual tax increment) belonging to the County or any taxing agency within the Ross Ranch Project.
6. The District designates the Yuba County Local Agency Formation Commission as the "lead Agency" with respect to any environmental assessment that is required in the consideration of this annexation request.
7. When a certified copy of the LAFCO Commission's Resolution approving the annexation has been returned to the District, and any additional terms and / or conditions imposed thereon accepted by this Board of Directors, the District's engineer shall amend the legal description and jurisdictional boundary map of the District to reflect the approved annexation.

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF JULY 2006.**


OLIVEHURST PUBLIC UTILITY DISTRICT

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
District Clerk & ex-officio Secretary

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

  
\_\_\_\_\_  
Jeff Melth, Legal Counsel

\* \* \* \* \*

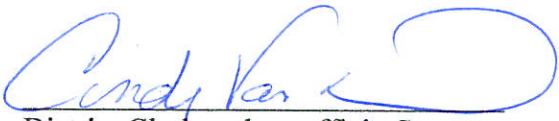
I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly adopted and passed by the Board of Directors of the Olivehurst Public Utility District, Yuba County, California, at a meeting thereof held on the 20<sup>th</sup> day of July 2006, by the following vote:

AYES, AND IN FAVOR THEREOF : Director Morrison, Carpenter,  
Hollis, and Patty.

NOES : None.

ABSTAIN : None.

ABSENT : Director Miller.

  
District Clerk and ex-officio Secretary



**PRE-ANNEXATION AGREEMENT  
OLIVEHURST PUBLIC UTILITIES DISTRICT AND THE  
DEVELOPER OF THE ROSS RANCH PROJECT**

This Pre-Annexation Agreement is made and entered into this 20<sup>th</sup> day of July, 2006, by and between the Olivehurst Public Utilities District and Ross Ranch Associates, LLC, a Delaware limited liability company (Developer). Upon completion of Developer's annexation and the performance of the terms and conditions set forth in this Agreement, and subject to the completion of any required conditions subsequent as set forth herein, Olivehurst Public Utilities District ("OPUD" or "District") will provide the Ross Ranch project (described in Exhibit "A") with sewer, water, and park and recreational services, including, upon completion by Developer, the assumption and maintenance of the parks and open space described in Exhibit "B".

**I. SEWER CAPACITY:**

(A) Treatment Plant. OPUD provides wastewater treatment capacity to development projects when they request connection to the system on a capacity available basis. OPUD has established a wastewater treatment capacity fee to fund the cost of its wastewater treatment plant (WWTP), and any required expansion thereof to serve new customers. Developer will be subject to plant capacity fees to fund its fair share of the expansion cost of the WWTP capacity, as such fees are established and modified, from time to time, by OPUD. The Developer shall pay, with the issuance of each residential building permit, the then current Wastewater Treatment Plant Capacity Fee established under OPUD's financing plan. Developer shall pay the fee in effect at the time building permits are requested. OPUD does not guaranty that capacity will be available at the time connection is requested, and will allow connections on a capacity available basis.

(B) Sewer Collector System Capacity Fees. OPUD has established a capacity fee to fund the required expansion and improvement of its sewer collector system, including lift stations, transmission main, and appurtenant facilities. Developer shall pay the fee in effect at the time the connection is made.

(C) Sewer Collector and Backbone Systems. Developer shall design and install, to the satisfaction of the District, and in accordance with its specifications, all required sewerage within the development. Developer shall also, to District's specifications, and in accordance with District's Water and Sewer Master Plan, design and install the required backbone sewer system from the District's existing collector system with

Ross Ranch LLC SN

OPUD \_\_\_\_\_

capacity to serve Developer's project to a point of interconnection with the system within the development. OPUD may, in its discretion, require Developer to oversize certain components of its collector system as required to provide for the orderly expansion and planning of its collector system.

Developer may be entitled to a credit against the sewer collector system capacity fees up to the amount of Developer's expense, approved by OPUD, to construct the backbone system. In addition, Developer may be entitled to reimbursement for some of its expense in constructing the backbone system, to the extent OPUD requires the oversizing of such facilities to serve others and OPUD determines the costs are eligible for reimbursement, and to the extent that District determines that other developers, who did not participate in the costs of such improvements, are benefiting thereby. Terms and conditions of fee credits and reimbursement, construction costs that will be eligible for fee credits and reimbursement, and the method by which such credits and reimbursement will be obtained will be in accordance with District's fee credit and reimbursement programs then in effect and will be subject to a separate fee credit and reimbursement agreement between Developer and OPUD.

**II. WATER CAPACITY:**

Developer shall, to District's specifications, design and install the required potable water system to serve its development, which system will be oversized by Developer, at OPUD's direction, in order to insure the orderly development of its water system to serve Developer and others who may be conveniently served thereby. Developer shall be served from an on-site ground water well supply and, if required, treatment system, the location of which facilities will be subject to approval by OPUD. Ross Ranch will also have to construct, as directed by OPUD, and consistent with its then approved water and sewer systems master plan, required transmission lines and connections to tie Developer's system into OPUD's potable water system in the location(s) required by District.

OPUD has established a Water System Capacity Fee which fee is subject to change from time to time. Developer shall be entitled to a credit against such fee to the extent improvements otherwise funded by said fee are constructed by Developer. Developer shall also be eligible for reimbursement, to the extent Developer constructs water facilities with excess capacity that may be used by other Developers, to insure that all Developers pay their fair share of costs of required infrastructure. As with the sewer system, the terms and procedure for the application of credits and/or reimbursements, and the eligible costs and facilities, shall be in accordance with the then effective fee credit and reimbursement program of the District and will be subject to a fee credit and reimbursement agreement to be negotiated with Developer and approved by OPUD.

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**III. PARK LAND DEDICATION AND IMPROVEMENTS:**

(A) Developer shall dedicate park land and pay Park Dedication In-lieu fees in accordance with the terms and conditions set forth in OPUD's Facilities Review Letter prepared by The HLA Group dated May 13, 2005, as revised August 22, 2005, a copy of which is attached hereto and marked Exhibit "C", and the Ross Ranch Development Agreement (Exhibit "B"). These fees are established by, and paid to, the County of Yuba. Notwithstanding the calculation of in lieu fees under Exhibit C, the final in lieu fee will be increased to offset any loss of park acreage required by Developer for the construction of a well and appurtenant treatment facilities, if it is agreed that said facilities will be located in a dedicated park.

(B) With the issuance of each building permit, or at such time as is otherwise established by OPUD and the County, Developer shall pay a Park Development Fee determined in accordance with OPUD's applicable Park Master Plan and implemented by Yuba County under the Plumas Lake Specific Plan. As of the date of this Agreement the park development fee is \$4,971.00 per single family dwelling but the fee to be paid shall be the fee in effect at the time of building permit issuance. Developer shall be required to construct Initial and Final improvement within all dedicated parks prior to acceptance by OPUD and OPUD shall not accept title thereto until completion of all required improvements. The Developer shall be entitled to credits against the Park Development Fees not yet paid of up to a maximum of 100% of the park development costs approved, in advance, by OPUD, but not to exceed the actual amount of installed improvements costs. Developer shall also be entitled to reimbursement of Park Development Fees paid for building permits issued prior to Developer's construction of the improvements. All improvements to the park sites and any other properties being conveyed to OPUD for maintenance shall be constructed in accordance with plans, standards, and specifications approved by OPUD, and shall be consistent with the Plumas Lake Specific Plan / North Arboga Study Area Park Master Plan. Fee credits and reimbursement shall be subject to a subsequent park development agreement between County, OPUD, and Developer.

**IV. GENERAL PROVISIONS:**

(A) Developer shall also pay all other lawful fees in force and effect as required by OPUD resolutions and ordinances that are due and owing at the time of building permit. .

(B) Any water or sewer facilities, park and landscape improvements constructed or installed by Developer, that are to be owned and operated by OPUD, must be completed in accordance with plans and specifications approved by OPUD and approved for acceptance by OPUD's engineer prior to acceptance by OPUD.

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(C) Developer shall pay all other application, administrative, legal, engineering, including plan check, and construction inspection fees and charges incurred in the review and approval of Developers project lawfully imposed by OPUD within thirty (30) days of billing. Developer shall deposit, and maintain, funds with OPUD sufficient to pay OPUD's costs, both Staff and consultants, reasonably required in OPUD's sole discretion to review, respond to, and assist and direct Developer in constructing facilities to be owned and operated by OPUD, and in obtaining fee credits and reimbursement therefore.

(D) Developer may make use of utility infrastructure installed and/or oversized by other developers, which facilities are part of the fee credit and reimbursement program established by OPUD. To the extent that Developer shall make use of such installed capacity, then, as a part of the capacity fees referenced above, Developer shall pay, at the time its capacity fees are otherwise due, such additional costs as represent Developer's fair share of the costs of such facilities, as determined by OPUD.

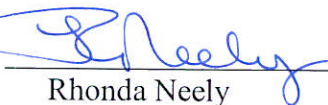
(E) Upon the approval, in a form reasonably acceptable to OPUD, by the Local Agency Formation Commission of the annexation of the real property described in Exhibit "A" to OPUD, OPUD will issue sewer and water "will serve letters" for the Ross Ranch project. However, such will serve letters will be subject to full compliance with the terms hereof, the construction of all required on-site, off-site, and backbone facilities by Developer, payment of all required fees and charges of OPUD, and the negotiation and execution of all required agreements required subsequent to annexation, referred to above. Will serve letters do not guaranty Developer that capacity in the water, sewer collector, and wastewater treatment systems will be available at such time as it is requested by Developer, but OPUD shall provide access to capacity as and when constructed.

(F) This Agreement, and all the provisions, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

Executed in Orange County, California this 22nd day of August 2006:

**Developer**

Ross Ranch Associates, LLC,  
A Delaware limited liability company  
By: Armada LLC, a California limited  
liability company, its authorized agent

By:   
Rhonda Neely  
Its Vice President

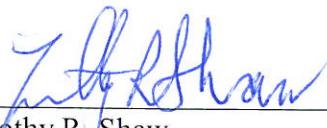
Ross Ranch LLC 

OPUD \_\_\_\_\_



Executed in Yuba County, California this 1<sup>st</sup> day of September 2006:

**Olivehurst Public Utility District**

By:   
Timothy R. Shaw  
Its General Manager

Ross Ranch LLC 

OPUD \_\_\_\_\_



**EXHIBIT A**  
**DESCRIPTION OF**  
**RESULTANT AREA 1**

All that certain real property situate in that portion of Section 29, Township 14 North, Range 4 East, Mount Diablo Meridian, lying Westerly of the Westerly line of the Northern Pacific Railway Right-of-Way as contained in deed recorded on November 26, 1912 in Book 65 of Deeds, at Page 153, Official Records of Yuba County, situate in the County of Yuba, State of California, being further described as a portion of Parcel 5 as described in that certain Grant Deed recorded on September 27, 2004 as Instrument No. 2004R-019677, Official Records of Yuba County, and being more particularly described as follows:

**Beginning** at a point on the centerline of Algodon Road as described in Book 140, at Page 378, Official Records of Yuba County, from which the Southeast corner of said Parcel 5 bears North 88°41'33" East a distance of 200.00 feet; thence from said POINT OF BEGINNING along said centerline of Algodon Road for the following two (2) courses and distances:

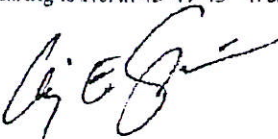
1. South 88°41'33" West a distance of 409.20 feet to the Northeast corner of Lot 3, Block 32 as shown on that certain Final Map entitled "Arboga Colony No. 2" filed for record in Book 2 of Maps, at Page 15, Yuba County Records; and
2. South 88°11'46" West a distance of 72.08 feet;

Thence leaving said South line of Section 29 for the following four (4) arcs, courses and distances:

1. North 01°48'14" West a distance of 30.00 feet to a point of curvature.
2. From a radial line which bears South 01°48'14" East, 39.46 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 90°25'53";
3. North 01°22'21" West a distance of 1132.10 feet;
4. North 88°37'39" East a distance of 157.93 feet to a point on the West line of the Levee Easement as described in Book 69, at Page 225, Official Records of Yuba County;
5. Along said West line of the Levee Easement, South 17°44'46" East a distance of 1237.20 feet to the Point of Beginning.

Containing 9.03 acres of land, more or less.

The Basis of Bearings for this description is California State Plane Coordinate System, Zone 2, NAD'83, as measured between NGS Station "HPGN D CA 03 GH", and NGS Station "HPGN D CA 03 FH. Said bearing is North 43°47'43" West. Distances shown are ground based. Grid Datum Factor is 0.99991598.

  
Craig E. Spiess, P.L.S.  
Expires December 31, 2007  
Date: 4/12/06



PREPARED BY WOOD RODGERS, INC.  
SACRAMENTO, CALIFORNIA



EXHIBIT A

DESCRIPTION OF  
RESULTANT AREA 2

All that certain real property situate in a portion of Section 29, Township 14 North, Range 4 East, Mount Diablo Meridian, County of Yuba, State of California, being further described as Parcel 3 and a portion of Parcel 5 as described in that certain Grant Deed recorded on September 27, 2004 as Instrument No. 2004R-019677, Official Records of Yuba County, and being more particularly described as follows:

Being all of Parcel 3 described as follows:

A portion of Section 29, Township 14 North, Range 4 East, Mount Diablo Meridian, and more particularly described as follows:

Beginning at point on the West section line of said Section 29, distant thereon North 0°16' West 1320 feet from the Southwest corner of the Northwest One-Quarter of said Section 29, thence North 88°40' East 2086.5 feet to the West line of the of the Right-of-Way of Sacramento Northern Railroad Company; thence South 17°31' East along said line of Right-of-Way 1394.5 feet to the line dividing Section 29 into North and South halves; thence South 89°15' West along said last named line 1378 feet to the center of slough; thence North 15°01' West 834.2 feet along the center of slough; thence North 83°45' West 595.7 feet along the center of slough; thence North 75° West 326.9 feet along the center of slough. Thence leaving said slough North 0°16' West 350.8 along the West line of said Section 29 to the Point of Beginning. Being all the land north and East of the center of slough in the South One-Half of the Northwest One-Quarter of said Section 29;

The Southeast One-Quarter of the Southwest One-Quarter of said Section 29;

The Southeast Diagonal One-Half of the Southwest One-Quarter of the Southwest One-Quarter of said Section 29;

The Northeast One-Quarter of the Southwest One-Quarter said Section 29;

Excepting therefrom the following:

Beginning at point on the West section line of said Section 29, distant thereon North 0°16' West 1320 feet from the Southwest corner of the Northwest One-Quarter of said Section 29, thence from said POINT OF BEGINNING, North 88°40' East 1150 feet; thence Southwesterly to a point, said point being the Northeasterly corner of Parcel No. 1 of the land conveyed to the City of Marysville by deed recorded December 9, 1941 in Volume 65 of Official Records, Page 128, Yuba County Records; thence westerly along the northerly line of the land conveyed to the City of Marysville, the following two courses and distances: North 83°50'21" West 595.70 feet and North 75°06'20" West 326.90 feet to the westerly line of said Section 29; thence North 0°24' East along the westerly line of said Section 29 a distance of 227.50 feet; thence North 0°22'20" West, a distance of 113.57 to the Point of Beginning.

Further excepting therefrom the following:

Commencing at the Southwest Corner of the Northwest One-Quarter of said Section 29; thence along the West line of said Section 29, North 0°16' West 1320 feet; thence North 88°40' East 1806 feet to the True Point of Beginning of the herein described property; thence South 88°40' West 650 feet, more or less, to the Northeast corner of that certain parcel of land conveyed to Plumas Lake Golf and Country Club



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recorded July 14, 1960 in Volume 303 Official Records, Page 141; thence Southwesterly along the Easterly line of said Parcel to the Northeasterly Corner of Parcel No. 1 of that land conveyed to the City of Marysville by deed recorded December 9, 1941 in Volume 65 of Official Records, Page 128, Yuba County Records; thence South 15°01' East 834.2 feet along the center of slough to a point on the line dividing Section 29 into North and South halves; thence North 89°15' East 400 feet along the last mentioned line; thence Northeasterly to the Point of Beginning.

**TOGETHER WITH**

That portion of the Southeast One-Quarter of said Section 29 lying Westerly of the Westerly line of the Northern Pacific Railway Right-of-Way as contained in deed recorded on November 26, 1912 in Book 65 of Deeds, at Page 153, Official Records of Yuba County.

**EXCEPTING THEREFROM** that portion of Parcel 5 described as follows:

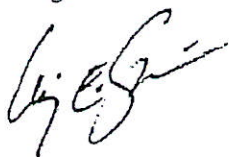
**Beginning** at a point on the centerline of Algodon Road as described in Book 140, at Page 378, Official Records of Yuba County, from which the Southeast corner of said Parcel 5 bears North 88°41'33" East a distance of 200.00 feet; thence from said **POINT OF BEGINNING** along said centerline of Algodon Road for the following two (2) courses and distances:

1. South 88°41'33" West a distance of 409.20 feet to the Northeast corner of Lot 3, Block 32 as shown on that certain Final Map entitled "Arboga Colony No. 2" filed for record in Book 2 of Maps, at Page 15, Yuba County Records; and
2. South 88°11'46" West a distance of 72.08 feet;

Thence leaving said South line of Section 29 for the following four (4) arcs, courses and distances:

1. North 01°48'14" West a distance of 30.00 feet to a point of curvature.
2. From a radial line which bears South 01°48'14" East, 39.46 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 90°25'53";
3. North 01°22'21" West a distance of 1132.10 feet;
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5. Along said West line of the Levee Easement, South 17°44'46" East a distance of 1237.20 feet to the Point of Beginning.

The Basis of Bearings for this description is California State Plane Coordinate System, Zone 2, NAD'83, as measured between NGS Station "HPGN D CA 03 GH", and NGS Station "HPGN D CA 03 FH. Said bearing is North 43°47'43" West. Distances shown are ground based. Grid Datum Factor is 0.99991598.



Craig E. Spiess, P.L.S.  
Expires December 31, 2007

Date: 4/12/06



PREPARED BY WOOD RODGERS, INC.  
SACRAMENTO, CALIFORNIA

Page 2 of 2

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**EXHIBIT B  
(1 OF 2)**

**Ross Ranch**  
Tentative Subdivision Tract Map 2004-0052  
**Parks and Open Space**  
(Per Development Agreement 2005-0001 recorded 11/02/05)

<b>Lot</b>	<b>Description</b>	<b>Gross Acres</b>	<b>Net Acres</b>	<b>Ownership</b>	<b>Maintenance Entity</b>	<b>Maintenance Funded by</b>
A	Neighborhood Park	3.8	3.6	OPUD	OPUD	CSA 66 & Supplemental Funding Mechanism Approved by OPUD
B	Amphitheater Park	1.6	1.3	OPUD	OPUD	CSA 66 & Supplemental Funding Mechanism Approved by OPUD
C	Mini Park	0.7	0.6	OPUD	OPUD	CSA 66 & Supplemental Funding Mechanism Approved by OPUD
D	Canopy Hiking Trail	3.6	3.6	County	County	CSA-66
E	Linear Park	1.8	1.8	OPUD	OPUD	CSA 66 & Supplemental Funding Mechanism Approved by OPUD
F-H, L, M	Open Space & Trails	103.7	103.7	OPUD	OPUD	CFD 2005-0002 or Other Funding Mechanism Approved by OPUD or as Required by Resource Agency
I, J	Open Space	7.6	7.6	County	County	CSA 66
P-UU	Remaining Landscape Corridors & Other Common Area	2.3	2.3	HOA	HOA	HOA

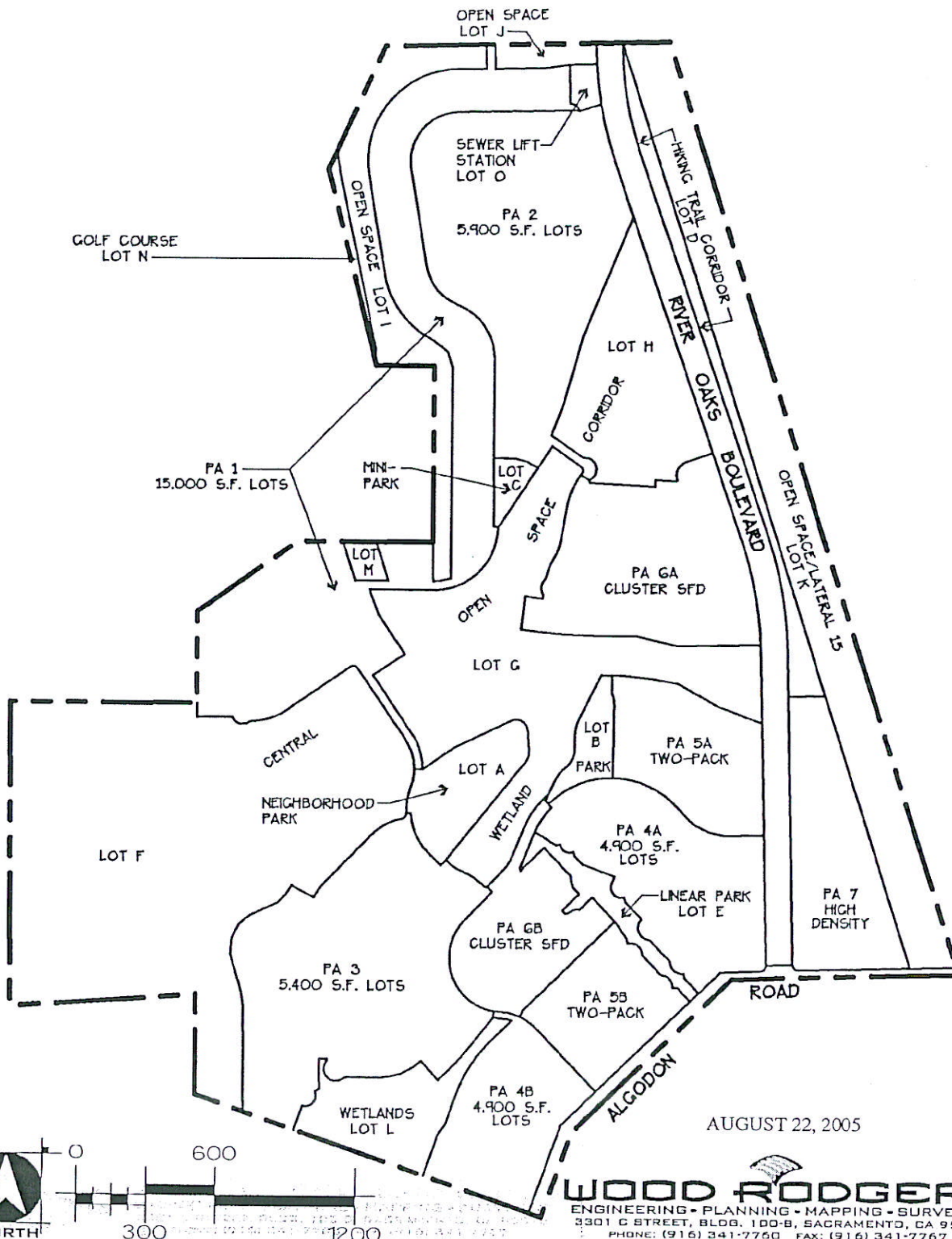


EXHIBIT B

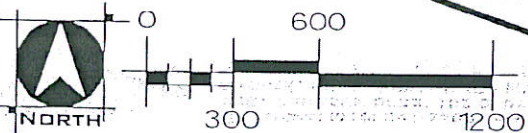
(2 OF 2)

# PARKS & OPEN SPACE ROSS RANCH

COUNTY OF YUBA, CALIFORNIA



AUGUST 22, 2005



**WOOD RODGERS**  
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