

OFFICIAL BUSINESS
Document entitled to free recording
Government Code § 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Grass Valley
125 East Main Street
Grass Valley, CA 95945
Attn: City Clerk

P R E - A N N E X A T I O N & D E V E L O P M E N T A G R E E M E N T

This Pre-annexation and Development Agreement (“Agreement”) is dated for the convenience of the Parties this ___ day of _____, 2022, by and between the CITY OF GRASS VALLEY (“City”) and CalMat Co. (“CalMat” or “Developer”), CalMat and City are collectively referred to as “the Parties” herein.

R E C I T A L S

A. CalMat owns that certain real property located in the County of Nevada, State of California identified by Assessor Parcel Number (APN) 022-140-021, containing 2.83 acres, more or less, and more particularly described on the attached **Exhibit A** (the “Annexation Property”). The Annexation Property is not presently located within the jurisdictional boundaries of the City, and is depicted on the attached **Exhibit B**.

B. The Nevada County Local Agency Formation Commission (“LAFCO”) is the local agency responsible for designating the Sphere of Influence (“SOI”) of the City and approving changes to the boundaries of the City, according to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§ 56000-57550 [“CKH”]). It is anticipated that LAFCO will approve annexation of the Annexation Property into the City limits in 2022.

C. A portion of the Annexation Property has been developed for various existing industrial uses. The Existing Property is located within the City's SOI, is designated as Manufacturing/Industrial in the City's General Plan and is proposed to be pre-zoned General Industrial in accordance with the Southeast Industrial District Combining Zone. The operative provisions of the Southeast Industrial District Combining Zone are attached hereto as **Exhibit C**. The City previously analyzed the environmental effects of development of the Annexation Property in that certain Environmental Impact Report (“EIR”) (State Clearinghouse No. 2013052057) prepared for the City of Grass Valley Southern Sphere of Influence Planning and Annexation Project (the “Project”). The City certified the EIR for the Project on March 11, 2014.

D. The Parties intend for this Agreement to document their mutual intent to grant CalMat a Vested Right to use and develop the Annexation Property, and to preclude changes to the Land Use Regulations applicable to the Annexation Property which are contrary to this

Agreement. CalMat's desire is to have the City annex the Annexation Property and therefore to obtain protection against future changes in the regulations governing the use and development of the Annexation Property, and the City desires to provide CalMat assurances concerning the future uses of the Annexation Property. The Parties desire for such regulatory changes to result solely from mutually agreed-upon changes to the City General Plan at such time as development of the Annexation Property becomes foreseeable.

E. This Agreement is intended to set forth the Parties' understanding concerning the City's regulation of the Annexation Property, and to avoid any confusion, misunderstandings or disputes between CalMat and the City concerning the annexation of the Annexation Property or attendant matters.

F. The terms and conditions of this Agreement have been reviewed by CalMat and the City, including disclosure at a noticed public hearing, and they each have been found to be fair, just and reasonable. Both Parties intend to be bound hereafter by the terms, conditions, and provisions contained in this Agreement.

G. The City Council has determined that this Agreement is consistent with the City's General Plan and is in the public interest of the City and its residents and that adopting this Agreement constitutes a lawful and appropriate exercise of its police power as an administrative act.

NOW, THEREFORE, in consideration of the above Recitals, which are true and correct and incorporated hereinafter into the terms of this Agreement, and of the following mutual covenants, benefits and burdens, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A G R E E M E N T

1. **BASIC PURPOSES.** The purposes of this Agreement shall be to (a) grant CalMat a Vested Right to the Annexation Property, which shall become operative on the Effective Date and terminate upon the expiration of the Term, and (b) to provide for the annexation of the Annexation Property into the City limits.

2. **DEFINITIONS.**

Defined Terms. The following terms used in this Agreement, unless the context otherwise requires, shall have the following meanings:

a. "Agreement" shall mean this Pre-annexation and Development Agreement, including all Exhibits attached hereto.

b. "Annexation Property" shall mean the real property described on Exhibit A and also depicted on Exhibit B.

c. “City” shall mean the City of Grass Valley, California, a municipal corporation and a charter city or, depending on context, land within the territorial limits of the City of Grass Valley, in Nevada County, California.

d. “County” shall mean the County of Nevada, a political subdivision of the State of California or, depending on context, land within the territorial limits of the County of Nevada, California.

e. “Effective Date” shall be the date after execution upon which this Agreement is recorded by the City Clerk with the County Recorder’s Office pursuant to the City’s Development Code Section 17.76.060.

f. “General Plan” shall mean the General Plan for the City.

g. “CalMat” shall mean CalMat, Co. and its successors and assigns.

h. “Land Use Regulations” shall mean City’s General Plan, Zoning (as modified by the Southeast Industrial District Combining Zone), and all of those ordinances, resolutions, codes, rules, regulations and policies of the City governing the development and use of Annexation Property, including, without limitation, the permitted uses of any property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the development of property within the City.

i. “Party” shall mean either the City or CalMat.

j. “Parties” shall mean the City and CalMat.

k. “Vested Right” shall mean the right of CalMat, its successors and assigns to use and develop its property as defined in Section 4, subject only to the limitations set forth in Section 4 of this Agreement.

Additional Defined Terms. To the extent that any terms contained in this Agreement are not defined above, such terms shall have the meaning otherwise ascribed to them in this Agreement, by California law, or by their common dictionary meanings.

3. **TERM OF AGREEMENT**

a. This Agreement shall commence on the Effective Date and shall expire at 11:59 pm on December 31, 2095, unless extended in writing by the Parties.

4. **POST-ANNEXATION OBLIGATIONS AND COMMITMENTS OF CITY.**

Upon the Effective Date, City agrees that CalMat shall have a Vested Right to use and develop the Annexation Property in accordance with the Land Use Regulations as they exist on

the date that the ordinance adopting the Southeast Industrial District Combining Zone is approved (the “Vested Right”). City agrees, for the Term of this Agreement, that it will not apply any rules, regulations, requirements, standards or specifications to the Annexation Property which conflict with the Vested Right, except:

- a. If the failure to do so would threaten public health, safety, or both;
- b. As needed to comply with state or federal law; or
- c. As agreed upon in writing by CalMat.

5. **ADDITIONAL CITY COMMITMENTS.** The Vested Right includes the following additional commitments by City related to the Annexation Property, which shall only be limited as provided in Section 4:

a. City agrees not to impose, levy, or collect any fee, charge, tax or assessment (including, but not limited to, a standby charge) related to a City service or utility except in exchange for service requested by and provided to CalMat. City agrees that in the event that CalMat requests such service, any fee, charge, tax, or assessment imposed by City shall not exceed the standard connection fees.

b. City agrees not to impose, levy, or collect any fee, charge, tax or assessment (including, but not limited to, a standby charge) related to the financing of a public improvement or facility, or the operation or maintenance of a public improvement or facility.

c. City agrees not to require the dedication of, or take rights-of-way or other property for public use. Notwithstanding the foregoing, the City may require the dedication of right-of-way as part of the City’s Development Review process for any discretionary project, including a new building or an addition to an existing building, of more than 5,000 square feet.

d. City agrees not to modify or alter, or require any modification or alteration of any driveway access that currently exists on the Annexation Property as of the Effective Date. CalMat may alter, modify, or create driveways on the annexation Property after obtaining an encroachment permit from the City.

e. The Parties agree to cooperate in good faith regarding the design of improvements to La Barr Meadows Road, provided that sufficient funding becomes available to complete such improvements in a timely fashion. Such cooperation shall be subject to a written agreement between the Parties setting forth the terms of cost participation, construction staging, right-of-way alterations, and other matters, which may include other property owners in the vicinity. Notwithstanding the foregoing, City agrees that improvements to La Barr Meadows Road shall not restrict turning movements into or out of the Annexation Property.

f. City agrees not to impose any restriction or limitation on the hours of operation, number of employees, the number of vehicle or truck trips, number of customers,

noise, dust, lights, odor, vibrations, or the amount or volume of material hauled in or out of the Annexation Property.

g. City agrees to pay for application processing and environmental review of the annexation of the Annexation Property.

6. **SPECIFIC PERFORMANCE.** Parties agree and acknowledge this Agreement relates to unique land use and jurisdictional issues and that remedies at law, even if available, would be inadequate in the event of a breach. Hence, since it may be impractical or impossible to restore matters to their *status quo ante*, once this Agreement is in full force and effect, the Parties acknowledge that specific performance shall be appropriate for the enforcement of this Agreement. This Section shall not limit any other rights, remedies, or causes of action that either Party may have.

7. **MISCELLANEOUS PROVISIONS.**

a. **Severability.** It is the intent of the Parties that the remaining terms, provisions, covenants and conditions of this Agreement remain in effect, valid, and enforceable in the event that any term, provision, covenant or condition of this Agreement is determined to be invalid, void or unenforceable. The City Council declares that it would have adopted this Agreement and each section, subsection, sentence, clause, phrase, part or portion hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions may be declared invalid or unconstitutional.

b. **Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted pursuant to the laws of the State of California. This Agreement shall be deemed to have been executed in Nevada County, California. This Agreement shall be construed as a whole according to its fair language and common meanings to achieve the objectives and purposes of the Parties hereto, and shall be interpreted as if mutually drafted by the Parties, all Parties having been represented by counsel in the negotiation and preparation hereof.

c. **Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

d. **Waiver.** Failure of a Party to insist upon the strict performance of any term, covenant, condition or provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute waiver of such Party's right to insist on and demand strict compliance by the other Party with that particular term, covenant, condition, provision or with any other part of this Agreement thereafter.

e. **No Third Party Beneficiaries; Recordation; Assignment.** This Agreement is made and entered into for the sole protection and benefit of the Parties and the successors and assigns in the Annexation Property or of the City. No other person shall have any right of action based upon any provision of this Agreement. This Agreement constitutes a covenant regarding the use and development of the Property and shall run with the land. City shall record this

Agreement no less than ten (10) days after it is executed by the Mayor. The Mayor shall execute this Agreement within ten (10) days of receipt of the Agreement from the City Council. CalMat's assignment of this Agreement shall be in substantially the form attached hereto as **Exhibit D**, and shall be effective upon the delivery of written notice of the same to the City.

f. **Successors in Interest.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement provided, however, that Vulcan may not, without the written consent of the City, transfer any interest in this Agreement other than by conferring an interest in the Annexation Property.

g. **Further Actions and Instruments.** Each of the Parties shall cooperate and provide reasonable assistance to the other as allowed by applicable laws, rules, and regulations, to the extent contemplated hereunder in the performance of all obligations under this Agreement. Upon the request of either Party at any time, and as allowed by applicable laws, rules, and regulations, the other Party shall promptly execute, with acknowledgement or affidavit, if reasonably required, and file or record such required instruments and take any action as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

h. **Amendments in Writing.** This Agreement may be amended, including extension of the Term, only by written consent of both Parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first set forth above, by and between:

CITY:

CITY OF GRASS VALLEY, a municipal corporation

By _____, Mayor of Grass Valley

Dated: _____, 2022

ATTESTED: By _____, City Clerk On _____, 2022

APPROVED AS TO FORM:

By _____, City Attorney

CALMAT:

CalMat Co.

Its: _____

Dated: _____, 2022

APPROVED AS TO FORM:

By _____
David P. Temblador, Esq.

Dated: _____, 2022

“EXHIBIT A”

ANNEXATION AGREEMENT WITH THE CITY OF GRASS VALLEY

All that real property situated in the County of Nevada, State of California, being that property owned by Hansen Bros. Enterprises recorded in Book 629, Page 261; Official Records of Nevada County and being a portion of Sections 2, Township 15 North, Range 8 East, Mount Diablo Base and Meridian and more particularly described as follows:

All that real property situated in the County of Nevada, State of California, being that property owned by CalMat Co., recorded as Document No. 95-033466; Official Records of Nevada County and being a portion of Sections 2, Township 15 North, Range 8 East, Mount Diablo Base and Meridian and more particularly described as follows:

Beginning at the northerly corner of that parcel shown as Industrial Asphalt on that Record of Survey for Hansen Bros. Enterprises recorded in Book 10 of Surveys, Page 291; Official Records of Nevada County; thence South 24°10'09" East, 324.45 feet; thence South 61°45'00" West, 312.12 feet to the south corner of said parcel; thence North 18°05'00" West, 101.90 feet; thence North 44°14'00" West, 103.10 feet; thence North 32°25'00" West, 144.79 feet to the westerly corner of said parcel; thence North 64°59'30" East, 356.70 feet to the **Point of Beginning**.

Area described, containing 2.50 acres more, or less.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Martin D. Wood 3-17-22
Martin D. Wood Date
LS 8321



END OF DESCRIPTION



PLANNING
ENGINEERING
& SURVEYING

EXHIBIT B

ANNEXATION NO. --- --

TO THE
CITY OF GRASS VALLEY

BEING A PORTION OF THE SE 1/4 OF SECTION 34 AND THE SW 1/4 OF SECTION 35,
TOWNSHIP 16 NORTH, RANGE 8 EAST, AND A PORTION OF SECTIONS 1 AND 2, TOWNSHIP
15 NORTH, RANGE 8 EAST, M.D.B. &M; WITHIN THE UNINCORPORATED TERRITORY OF
NEVADA COUNTY, CALIFORNIA
DECEMBER, 2021 SCALE: 1"=400'

LEGEND

- EXISTING CITY LIMITS
- SECTION CORNER

PARCEL OWNERSHIP

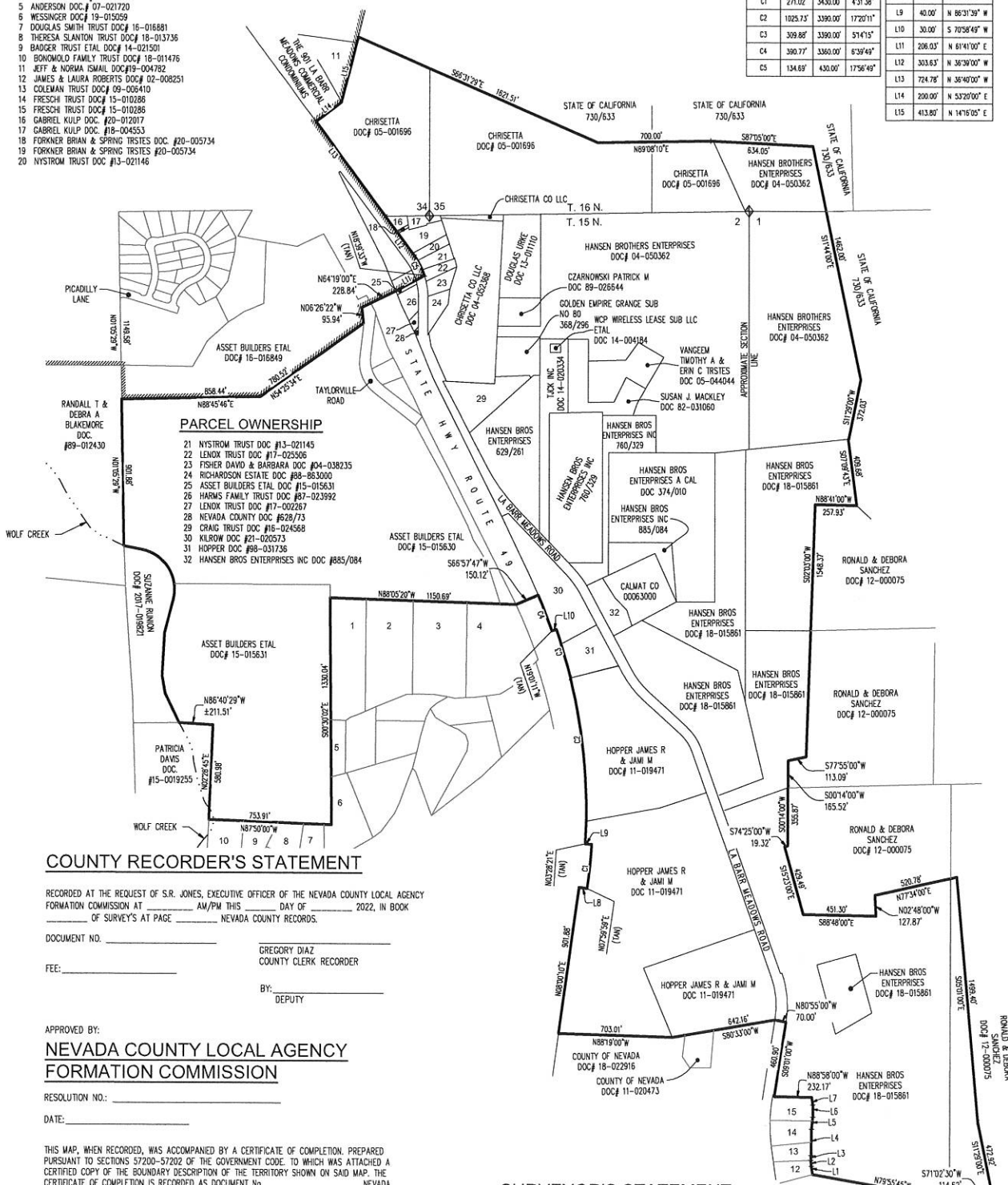
- 1 SMITH TRUSTS DOC # 94-029425
- 2 McCREGOR DOC # 91-034298
- 3 PATRICK D BYRAN DOC # 96-016414
- 4 DAVID REED DOC # 10-002623
- 5 ANDERSON DOC # 07-021720
- 6 WESSINGER DOC # 19-010269
- 7 DOUGLAS SMITH TRUST DOC # 15-016881
- 8 THERESA SLANTON TRUST DOC # 15-013736
- 9 BADGER TRUST ETAL DOC # 14-021501
- 10 BONOMOLO FAMILY TRUST DOC # 18-011476
- 11 JEFF & NORMA SMAL DOC # 19-004782
- 12 JAMES & LAURA ROBERTS DOC # 02-008251
- 13 COLEMAN TRUST DOC # 09-006410
- 14 FRESCHI TRUST DOC # 15-010286
- 15 FRESCHI TRUST DOC # 15-010286
- 16 GABRIEL KULP DOC # 02-012017
- 17 GABRIEL KULP DOC # 15-004553
- 18 FORKNER BRIAN & SPRING TRUSTS DOC # 20-005734
- 19 FORKNER BRIAN & SPRING TRUSTS DOC # 20-005734
- 20 NYSTROM TRUST DOC # 13-021146

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	50.30'	N 06°43'00" W
L2	36.05'	N 06°53'00" W
L3	30.34'	N 02°37'00" E
L4	180.72'	N 01°14'00" E
L5	73.67'	N 06°43'00" E
L6	73.27'	N 00°38'00" W
L7	48.10'	N 06°20'00" W
L8	50.00'	S 82°00'00" E
L9	40.00'	N 86°31'59" W
L10	30.00'	S 70°38'49" W
L11	208.03'	N 81°41'00" E
L12	303.63'	N 36°39'00" W
L13	724.78'	N 36°39'00" W
L14	200.00'	N 36°39'00" E
L15	413.80'	N 14°16'05" E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	271.02'	3430.00'	431°34'
C2	1025.73'	3390.00'	172°01'
C3	309.88'	3390.00'	51°41'
C4	380.77'	3360.00'	6°39'42"
C5	134.69'	430.00'	175°49'



PARCEL OWNERSHIP

- 21 NYSTROM TRUST DOC # 13-021145
- 22 LENOX TRUST DOC # 17-025306
- 23 FISHER DAVID & BARBARA DOC # 04-038235
- 24 RICHARDSON ESTATE DOC # 88-863000
- 25 ASSET BUILDERS ETAL DOC # 15-015631
- 26 HARMIS FAMILY TRUST DOC # 87-023992
- 27 LENOX TRUST DOC # 17-002267
- 28 NEVADA COUNTY DOC # 628/73
- 29 CRAG TRUST DOC # 16-024568
- 30 KILROW DOC # 21-020573
- 31 HOPPER DOC # 98-031736
- 32 HANSEN BROS ENTERPRISES INC DOC # 885/084

COUNTY RECORDER'S STATEMENT

RECORDED AT THE REQUEST OF S.R. JONES, EXECUTIVE OFFICER OF THE NEVADA COUNTY LOCAL AGENCY
FORMATION COMMISSION AT _____ AM/PM THIS _____ DAY OF _____ 2022, IN BOOK
_____ OF SURVEY'S AT PAGE _____ NEVADA COUNTY RECORDS.

DOCUMENT NO. _____ GREGORY DIAZ
FEE: _____ COUNTY CLERK RECORDER

BY: _____ DEPUTY

APPROVED BY:
**NEVADA COUNTY LOCAL AGENCY
FORMATION COMMISSION**

RESOLUTION NO.: _____
DATE: _____

THIS MAP, WHEN RECORDED, WAS ACCOMPANIED BY A CERTIFICATE OF COMPLETION, PREPARED
PURSUANT TO SECTIONS 57200-57202 OF THE GOVERNMENT CODE. TO WHICH WAS ATTACHED A
CERTIFIED COPY OF THE BOUNDARY DESCRIPTION OF THE TERRITORY SHOWN ON SAID MAP. THE
CERTIFICATE OF COMPLETION IS RECORDED AS DOCUMENT No. _____ NEVADA
COUNTY RECORDS.

S.R. JONES
EXECUTIVE OFFICER L.A.F.C.O

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN DECEMBER, 2021.

JEREMY & KRISTIN
ROBINSON
DOC # 16-001488



Martin Wood 3-17-22
MARTIN D. WOOD PLS 8321 DATE

SCO
MAILING ADDRESS:
180 LITTLETON DRIVE
SOUTH 240
GRASS VALLEY, CA 95945
T 530.272.8841 / F 530.272.5880

TRUCKEE OFFICE:
10800 DUNNEN PASS RD.
SOUTH 300
TRUCKEE, CA 96161
T 530.582.4043
www.scoinc.net

Exhibit C

Southeast Industrial District Combining Zone

17.28.080 – Southeast Industrial District (SEID) Combining Zone

- A. **Purpose.** The Southeast Industrial District (SEID) Combining Zone applies to the area east of La Barr Meadows Road and west of Empire Mine State Park in the vicinity of Amsel Way as depicted in Figure 2-1. This Combining Zone is intended to permit the continuation, intensification and expansion of the uses of properties within the Combining Zone according to the Permitted Uses established for the Combining Zone.

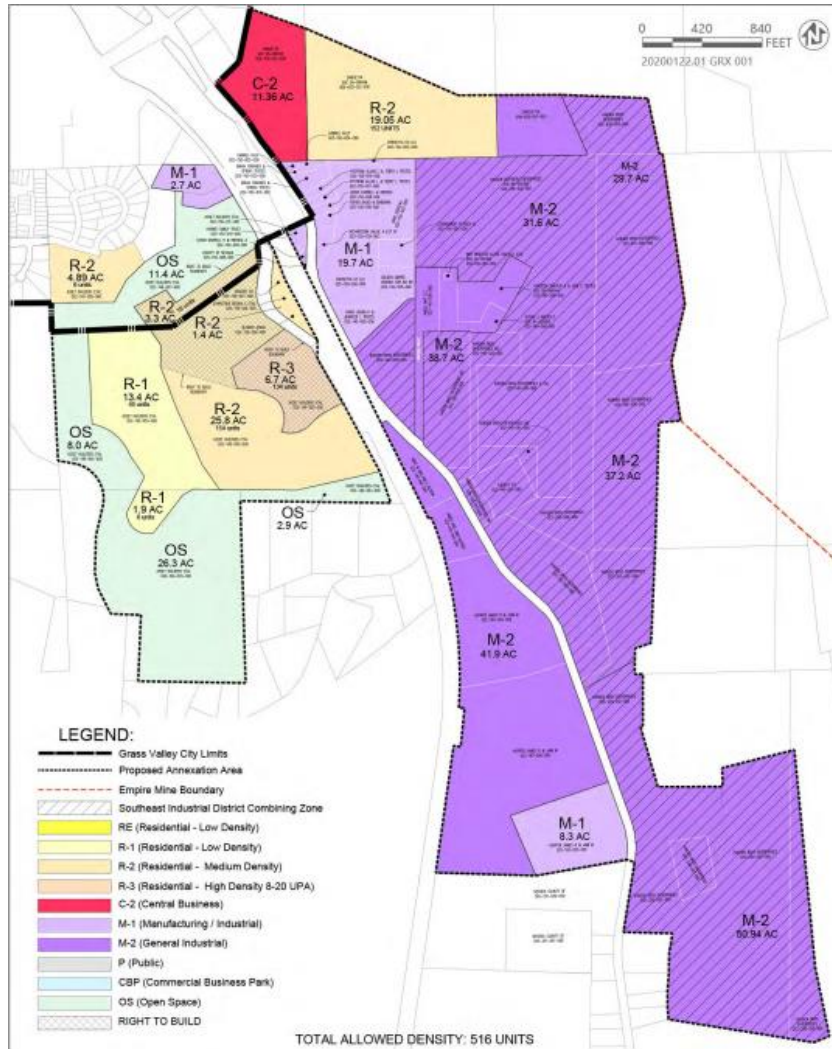


Figure 2-1. Southeast Industrial District

- B. **Permitted Uses.** All uses in Table 2-10 are allowed by right as noted in the M-1 and M-2 Zone of the Development Code as designated by the Grass Valley Development Code Section 17.24.030, with the addition of the following permitted uses, which shall also be allowed by right:

1. Concrete, Gypsum and Plaster Product Manufacturing, including asphalt production.
2. Crushing, sorting and recycling of concrete, asphalt, and construction materials.
3. Outdoor storage and sales of building and landscape materials including the import, export, and storage of aggregate products, rock, dirt, sand and or soil without a grading or stockpile permit.
4. Stump grinding, brush chipping, and the manufacturing, storage and sale of materials incidental to building and landscape materials sales.
5. Incidental burning of stumps, brush, and other dry woody materials.¹
6. Vehicle Services.
7. Manufacturing and Processing- Heavy, including manufacturing of equipment incidental to permitted uses in the Combining Zone.
8. Fuel Dealership.
9. Construction, Farm and Heavy Equipment Sales and Rental.
10. Bio-mass energy generation.
11. All other uses permitted in the City's C.B.P, M-1 and M-2 Zone without a permit.
12. Storage-Personal Storage Facility.
13. Storage-Outdoor
14. Communication or Antenna towers
15. All other existing uses and activities

C. Performance Standards Exemption for Existing Uses.

1. Except as provided by State law, development within the SEID Combining Zone shall be subject to the Performance Standards specified in the Grass Valley Development Code Sections 17.030.070 and 17.030.090, except as those Sections are specifically modified by the Performance Standards contained in Section C.2 below ("SEID Combining Zone Performance Standards"). In the event of a conflict between Sections 17.030.070 and 17.030.090 and the SEID Combining Zone Performance Standards, the SEID Combining Zone Performance Standards shall apply.

2. SEID Combining Zone Performance Standards:

A. Setbacks.

1. Building Setbacks. Front and side building setbacks shall be a minimum of fifteen (15) feet from the back of curb.

2. Parking setbacks. Front and side parking setbacks shall be a minimum of five (5) feet from the curb. Parking shall be allowed in the front setback if separated by a minimum five (5) foot wide landscape area or walkways.

3. Creek and riparian setbacks. Buildings must have a minimum setback of thirty (30) feet from creek and riparian zones.

B. Fences, Walls and Screening.

1. Eight (8) foot chain-link fencing shall be allowed

¹ Note: May require a Burn Permit from the Northern Sierra Air Quality Management District.

2. Walls over forty-eight (48) inches shall be allowed without benching for retaining walls so that retaining walls over six (6) feet may be allowed. Bunker walls on frontages shall have an eight (8) foot maximum.

3. Screening shall not be required for any Existing Uses or future uses.

C. Outdoor Lighting. Existing Uses shall not be required to conform to City standards related to lighting or noise, except as necessary to maintain compliance with worker safety requirements under state law.

D. Dust. Developments in the SEID Combing Zone must, at a minimum, comply with NSAQMD requirements.

E. Vibrations. Shall be allowed to continue based on Existing Uses.

F. Odors. Shall be allowed to continue with similar or same as Existing Uses. Asphalt, manure, and other industrial uses and products may be allowed to have an odor that may be noticeable beyond the property line.

G. Solid Waste and Recycling. Solid waste and recycling facilities may be allowed to abut residential with a one hundred (100) foot buffer/setback.

H. Signs and flagpoles. Second story and roof signs shall be allowed. Up to three hundred (300) square feet of signage shall be allowed per parcel. No irrigated landscaping shall be required around the base of signs. Existing non-conforming signs may remain and can be maintained or replaced. There shall be no height limit imposed on flagpoles.

I. Outdoor Displays and material storage. Outdoor displays shall have no maximum height. All outdoor displays shall be allowed in setbacks and anywhere that does not disrupt traffic circulation, parking, or walkways. Cargo containers shall be allowed for rental or sale. Material storage shall be allowed in setbacks.

J. Processing facilities. Processing Facilities shall be allowed to abut residential areas with a one hundred (100) foot buffer/setback. There shall be no maximum number or volume of inbound or outbound shipments, or maximum size of the Processing Facilities.

K. Hillside and Ridgeline Development. No building shall be allowed on slopes greater than thirty (30) percent. There shall be no maximum retaining wall height or bench minimum. Grading may be allowed on slopes exceeding thirty (30) percent.

L. Grading. Grading shall be allowed to occur between October 15 and April 15 when weather conditions permit, and adequate Best Management Practices are utilized. Grading must meet requirements of the California Construction General Permit for Stormwater Discharges. All environmentally sensitive areas must be avoided, or mitigation measures must be implemented and therefore grading may occur within thirty (30) feet of environmentally sensitive areas when appropriately mitigated.

M. Subdivision Standards. No traffic calming measure shall be required for subdivisions. No pedestrian walkways or bike paths, or funding for either, shall be required for subdivisions. Parcels shall not be required to have gas, electric or sewer connections if already adequately served by existing utilities or can be served by existing or future private water wells and septic systems. City street names will be selected by the developer and approved by the City Council.

N. Parking.

1. Building and Landscape Material Display and Outdoor Storage shall require: one parking space per every 5,000 square feet of bulk material (bunkers or stockpiles).

2. On Street Parking (local road/driveway) shall be permitted without director approval and included in the parking space count.

3. Rental Equipment Parking: Parking spaces may be gravel.

4. Vehicle Service Repair: No minimum number of spaces shall be required.

5. Loading Areas: Loading areas shall be allowed anywhere except where they encroach into stalls or driveways.

O. Noise. Existing Uses or future uses shall not be required to conform to City standards related to noise, except as necessary to maintain compliance with worker safety requirements under state law.

P. Hours of Operation. There shall be no restriction on hours or days of operations for Existing Uses or future uses.

Q. Open Space and Natural Areas. Areas left open or in natural condition shall be planned and included as a buffer between land uses and/or biological mitigation areas and therefore performance standards relating to adequate traffic and circulation, fire protection devices, utility and drainage mapping, trails, benches, lighting, trash receptacles, shall not be required. All open space areas can be maintained by mechanical thinning, clearing, grazing, or hand removal without a permit. All open space areas may include onsite wastewater disposal and wells.

D. **Project Review.** Equipment or structures related to manufacturing concrete products or processing landscaping and building materials, including rock crushers, asphalt plants, batch plant structures, repairs shops, office spaces, or similar equipment or buildings that is customary and incidental to such use, may be installed subject only to the issuance of a building permit. Notwithstanding Subsection C, the addition of all other buildings or structures shall be subject to the standards in Chapter 17.30 and discretionary review by the following individual or body:

1. **Community Development Director.** New buildings or additions to existing buildings of 10,000 square feet or less.

2. **Development Review Committee.** New buildings or additions to existing buildings of between 10,001 and 20,000 square feet.

3. **Planning Commission.** New buildings or additions to existing buildings of more than 20,001 square feet.

Exhibit D

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Assignment") is entered into this ___ day of __, 202_, by and between _____ (hereinafter "Developer"), and _____ [NAME OF ASSIGNEE], a _____ (hereinafter "Assignee"), with respect to the following facts:

RECITALS

A. On _____, 2022, the City of Grass Valley and Developer entered into that certain agreement entitled "Pre-Annexation and Development Agreement By and Between the City of Grass Valley and CalMat Co." (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed that development of certain property more particularly described in the Development Agreement (hereinafter, the "Property") would be subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Nevada County on _____, 202_, as Document No. _____.

B. Developer intends to convey a portion of the Property to Assignee, as identified in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "Assigned Parcel(s)").

C. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, Developer and Assignee hereby agree as follows:

1. Assignment. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s). Developer retains all the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to all other property within the Property owned by Developer.

2. Assumption. Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s).

3. Release and Substitution. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Developer shall be released from any and all obligations under the Development Agreement arising from and after the effective date of this transfer with respect to the Assigned Parcel(s) and that Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcels.

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

5. Notice Address. The Notice Address described for “Developer” with respect to the Assigned Parcel(s) shall be:

[Name of Assignee]

Attn: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

ASSIGNEE:

[NAME OF DEVELOPER],

[NAME OF ASSIGNEE],

a _____

a _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____