

**AGREEMENT FOR REIMBURSEMENT OF ACTC FUNDING OF PROSPECT/BOWERS
INTERCHANGE AND FOR AN UPDATED TRAFFIC STUDY IN CONNECTION WITH THE
SUTTER CREEK RANCH PROJECT BETWEEN THE AMADOR COUNTY TRANSPORTATION
COMMISSION AND CITY OF SUTTER CREEK**

This agreement for reimbursement of Prospect/Bowers Interchange improvements (the "Agreement") between the Amador County Transportation Commission (hereinafter "ACTC") and the City of Sutter Creek (hereinafter "City" or "Sutter Creek") (collectively "Parties") is entered on July __, 2026.

RECITALS:

WHEREAS, the Gold Rush Ranch and Golf Resort development project ("Gold Rush Ranch Specific Plan") was approved by the City on January 4, 2010. At the time the application was submitted in 2007, the site consisted of largely undeveloped land used for cattle grazing. In furtherance of that project, the City requested that ACTC prioritize impact fee funding to supplement a grant for the construction of the Bowers/Prospect intersection so that infrastructure was in place, providing reliable transportation and making it easier for the developer to finance, construct, and market the project. This improvement was identified in the environmental impact report (EIR) prepared for Gold Rush Ranch. ACTC advanced approximately \$1.5 million dollars (after adjustment for inflation) for completing the construction of this intersection. After the Bowers/Prospect interchange was constructed, the developer for Gold Rush Ranch abandoned plans to implement development included in the approved project.

WHEREAS, since the Gold Rush Ranch project was abandoned and the development agreement expired, the Parties have been in dispute as to the required mitigation for Bowers/Prospect interchange.

WHEREAS, the Parties agree that the Prospect/Bowers interchange improvements have been completed, and seek to comply with the EIR mitigation.

WHEREAS, in approximately 2009, the City completed a Draft Environmental Impact Report ("EIR") as part of the environmental review conducted as required by the California Environmental Quality Act ("CEQA") for the Gold Rush Ranch Specific Plan project. The Draft EIR included a traffic study premised on a Level of Service ("LOS") metric for traffic congestion.

WHEREAS, since the Draft EIR was completed, California law replaced the LOS metric for Vehicle Miles Traveled ("VMT") as a metric for traffic congestion.

WHEREAS, the Parties wish to resolve any dispute between them as to the manner in which ACTC will receive the mitigation funds for the Bowers/Prospect interchange.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Mitigation Fee. The City agrees to require developers that seek to develop within the Gold Rush Ranch Specific Plan to pay a total project mitigation fee of \$1,514,586 toward the Prospect/ Bowers interchange, using a mitigation fee of \$1,007.12 per single family unit. Reimbursement payments will be collected by the City for each phase of Gold Rush Ranch Specific Plan development approved by the City. Payment of the mitigation fee will be made to ACTC in accordance with Government Code section 66007, except that the City shall use its best efforts to require earlier payment of such fees to the

extent the City may do so in association with any request for entitlements, such as development agreements, any developer shall make. The City further agrees to memorialize the requirements to pay the mitigation fees in any projects' conditions of approval and to pursue a mitigation agreement with any developer in the Gold Rush Ranch Specific Plan area, containing these terms.

The City agrees that, to ensure the \$1,007.12 per single-family unit mitigation fee encumbers a deed restriction ("Deed Restriction") shall apply to the sale, lease, exchange, or assignment of the parcel. The Deed Restriction shall be memorialized as part of the conditions of project approval, with a copy of the deed restriction attached as an exhibit to the conditions of approval presented before the City's planning commission and the mitigation agreement between City and any Developer. Such requirement will be binding on successors and assigns of developer(s).

It is the intention of the Parties that this Section of this Agreement shall bind and obligate any developer or developers that propose to develop any number of lots within the Gold Rush Ranch Specific Plan, regardless of how the developer or developer proposes to develop lots in any phases authorized by that plan or as otherwise proposed.

The requirements of this Section are in addition to, and do not supersede, replace, or affect the obligation of any developer within the Gold Rush Specific Plan to pay any other impact fees related to its proposed development, including but not limited to the Regional Traffic Mitigation Fee that ACTC administers.

2. Updated Traffic Study. The City agrees that as part of its CEQA review process for the first phase of development in the Gold Rush Ranch Specific Plan area, a developer will fund an updated traffic study with an updated addendum evaluating LOS under the current EIR and include VMT metrics according to current law.

The scope of the updated traffic study will include the following language, which is reflective of State law:

SB 743 is a 2013 California law that significantly changed how transportation impacts are evaluated under the California Environmental Quality Act (CEQA). Instead of focusing on traffic congestion, it requires new land use projects to be analyzed based on Vehicle Miles Traveled (VMT), which measures the total miles cars travel to and from a project. The goals of this shift are to reduce greenhouse gas emissions, promote infill development, and encourage multi-modal transportation options like walking, biking, and public transit.

The Parties acknowledge that the City Council must consider the updated traffic study and any recommended mitigation measures, in conjunction with the current project approvals. The City agrees to share a copy of the updated draft traffic study with ACTC before it goes before the City Council for approval.

3. Delivery of Copies of this Agreement on Applicants. The City shall deliver a copy of this Agreement to any applicant who submits any application to develop any portion of the properties located in the Gold Rush Specific Plan. The City shall use its best efforts to provide a copy of this Agreement at the earliest available time upon becoming aware that any applicant intends to submit such an application. The City shall ensure that a copy of this Agreement is provided to applicants no later than the dates the City determines any application within the Specific Plan area is complete.

4. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.
5. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Amador shall be the proper venue for any dispute arising hereunder.
6. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
7. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
8. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. The parties shall give prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To ACTC: John Gedney
 Executive Director
 117 Valley View Way
 Sutter Creek, CA 95685
 Tel: 209-267-2282
 Email: john@actc-amador.org

To Sutter Creek: Tom DuBois
 City Manager
 18 Main Street
 Sutter Creek, CA 95685
 Tel: 209-215-4890
 Email: tdubois@cityofsuttercreek.org

9. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
10. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
11. Authority. Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

13. Entire Agreement. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

IN WITNESS WHEREOF, ACTC and the City of Sutter Creek execute this agreement as follows:

ACTC

City of Sutter Creek

By: _____
Pat Crew
Chair

By: _____
Claire Gunselman
Mayor

Dated: _____

Dated: _____