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City of Wheatland
111 C Street
Wheatland, CA 95692

Exempt from recording fees (Government Code §§ 6103, 27383)

**AMENDMENT NO. 4 TO THIRD AMENDED AND RESTATED
CITY OF WHEATLAND DEVELOPMENT AGREEMENT
CONCERNING JONES RANCH SUBDIVISION**

This Amendment No. 4 to the Third Amended and Restated Development Agreement (the “Amendment”) is made and entered into this _____, 2025, by and between the City of Wheatland, a general law city (“City”), and Dale Investments, LLC, a California limited liability company (“Developer”) (“collectively the “Parties”), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. On November 25, 2014, the parties entered into the *Third Amended and Restated City of Wheatland Development Agreement Concerning Jones Ranch Subdivision* (the “Agreement”), a copy of which is on file in the City Clerk’s office. The Agreement was recorded in the Yuba County Recorder’s Office on February 3, 2015 as Document No. 2015-001148.
 - 1.2. On June 30, 2017, the parties entered into an Amendment No. 1 to the Agreement, a copy of which is on file in the City Clerk’s office. That amendment was recorded in the Yuba County Recorder’s Office on December 14, 2017 as Document No. 2017-016375.
 - 1.3. On December 8, 2020, the parties entered into Amendment No. 2 to the Agreement, a copy of which is on file in the City Clerk’s Office. That amendment was recorded in the Yuba County Recorder’s Office on January 27, 2021, as Document No. 2021-001587.
 - 1.4. On December 12, 2023, the parties entered into Amendment No. 3 to the Agreement, a copy of which is on file in the City Clerk’s Office. That amendment was recorded in the Yuba County Recorder’s Office on January 4, 2024, as Document No. 2024-000120.
 - 1.5. At Developer’s request, City and Developer have agreed to amend the Agreement’s provisions related to the Water System Plan, Fire Station Site Dedication, and Main Street and First Street extensions, as set forth below.

2. Amendment to Agreement. The Parties amend the Agreement as follows:

2.1. Section 3.5.1. is amended to read as follows:

3.5.1 Water System Plan. Prior to approval of any improvement plans for subdivision improvements for the Property, Developer shall prepare a Water System Plan for the on-site water facilities, to the satisfaction of the City Engineer. The Water System Plan shall identify the size and locations of the water lines, pressure reducing stations and flow monitoring stations required to serve the Property, as well as the construction timing of such improvements, and shall be accompanied by all supporting technical information and calculations required by the City Engineer. The Water System Plan shall comply with the City's water system master plan and then current public works improvement standards. If required by the City Engineer, the Water System Plan shall also include the installation and dedication of a new domestic water supply well and related improvements. The City Engineer's determination on the installation and dedication of a new domestic water supply well and related improvements shall be based on the review of updated water demand and usage calculations.

2.2. Section 3.7.1. is deleted from the Agreement in its entirety.

2.3. Section 3.13.4. is amended to read as follows:

3.13.4. Developer shall dedicate the 1.5 acre (+/-) parcel of land currently designated as a fire station site on the Concept Plan (and to be incorporated into the amended Tentative Map) to the City for future use as a fire station or other City use as determined by City. Except for the curb, gutter and sidewalk improvements on the perimeter of the site to be installed with the adjacent subdivision improvements, the land shall be dedicated in its unimproved condition. The site will be dedicated to the City at a time that is agreed upon by the Parties and that is no later than the time of the approval of the final subdivision map for the parcels located adjacent to the site.

2.4. Section 5.3. is deleted from the Agreement in its entirety.

3. **No Effect on Other Provisions.** Except for the amendment in Section 2, the remaining provisions of the Agreement shall be unaffected and remain in full force and effect.

CITY OF WHEATLAND

DEVELOPER

By: _____
Bill Zenoni

By: _____
Sundeep S. Dale
Owner, Dale Investments, LLC