

June 13, 2025

VIA -Email

Mr. Tim Raney
Community Development Director
City of Wheatland
111 C Street
Wheatland, CA 95692

Re: Caliterra Ranch

Dear Mr. Raney,

As you are aware, we have a revised and approved tentative map for the Caliterra Ranch subdivision. We respectfully propose to amend and restate the development agreement to incorporate these map revisions and include language from previous amendments to the agreement.

The proposed changes would be as follows:

Call the document the "Fourth Amended and Restated City of Wheatland Development Agreement Concerning..."

Section 1 - RECITALS

Include all three (3) amendments to the Third Amended and Restated DA

Section 2.2 - Term

Change Term to expire and December 31, 2030 unless terminated, modified or extended by this Agreement. (this was spelled out in the last amendment to the Agreement)

Section 2.7 - City Fees

Add the language in the last Amendment stating that Flat Rate Fees will expire on December 31, 2026 (Previously approved by City Council)

Section 2.7.3.1 -

Update the Flat Rate Fee to the fee as of January 1, 2025. Add new Section 2.8 from Amendment No.3 stating that Developer agrees to pay then-applicable fees after January 1, 2027.

Section 3 - Developer Obligations -

Revise language to reflect the approved language from Amendment no.3 regarding park obligations and park fee credits.

Section 3.6.1 - Water System Plan -

Would like to revise the sentence where it says "If required by the City Engineer, the Waster System Plan also shall include..." to "if water demand studies deem it necessary, the Water System Plan shall include..." (the reason being that we are finding that water

demand factors have been reduced as much as 50% over the past decade. We are also seeing sewer numbers dropping as well)

Section 3.7.3 – Financing of Water Treatment Plant Improvements

Update Flat Rate Fee numbers in this section. Also add a sentence that clarifies that Caliterra/Jones Ranch will receive a credit of \$3,162,029 (\$7,000,000 divided by 1,222 EDUs included in that agreement which equates to \$5,728.31 per EDU. Multiply that by 552 EDUs equals \$3,162,029.)

Section 3.8.2 – Main Street and First Street Extensions

We need to remove the reference to the Main Street extension now that there is no pathway for Main Street to extend into the Caliterra Ranch project unless it uses Oakley Lane at some point in time.

Section 5.3 – Reimbursement of Main Street Extension Costs

For the reasons mentioned previously we propose to eliminate this entire section.

I believe this addresses all of the issues we would like to clean up. The reason we would like to prepare a Fourth Amended and Restated Agreement is to consolidate everything into one document.

These proposed revisions aim to enhance clarity and ensure alignment with updated circumstances and agreements. By adopting these changes, we can maintain consistency in development obligations, accurately reflect current utility demand trends, and uphold fairness in fee credits and reimbursements.

I thank you in advance for your consideration of these matters and look forward to hearing back from you.

I thank you in advance for your consideration.



Rick Langdon
Authorized Representative
Dale Investments, LLC
559-804-9691