Summary of Changes (June 2024)
Chiles Ranch Development Agreement Amendments

(2009) Development Agreement Provisions (select)	(2017) 1st and (2022) 2nd Amendment Changes	Amended DA Provisions	Approved (2024) 3rd Amendment DA Provisions
SECTION 101 **Project Description** A. The Project is a 108 unit residential subdivision. Of the 108 units, 76 will be detached dwellings, 10 will be attached dwellings; and 22 will be condominium units. There is an affordable housing plan that applies to the Project which requires 22 low/moderate income units. The low/moderate income units will consist of the 22 condominium units. As set forth in the affordable housing plan, the affordable units will be a mixture of two-bedroom units; three-bedroom units, and 1 one-bedroom units. The remaining 86 units are market rate units.	2009 DA, the 108-unit project included: - 76 Detached SF Homes; - 10 Attached SF Homes; - 22 Condominiums. 2017 First Amendment removed condominiums and changed to a 96-unit single family subdivision. - 87 from 2009 approval; - 9 additional single family lots approved in 2017. With removal of condos, the affordable housing plan was modified to require: - The construction of 12 three-bedroom units; - The payment of in-lieu fees for 8 units ($600,000) which is due	**SECTION 101** **Project Description** A. The project is a 96-unit residential subdivision, of which 87 lots are approved under Tentative Map No. 4953 ("Chiles Ranch Subdivision."), attached herein as Exhibit A, and 9 are approved under Tentative Map No. 5088 ("Chiles Ranch West"), attached herein as Exhibit B. There is an affordable housing plan that applies to the project which requires 20 affordable housing units. The affordable housing obligation will be met by the Developer with the construction of twelve (12) 3-bedroom units within the development and the payment of in-lieu fees for eight (8) units. The in-lieu fee shall be $75,000 per unit ($600,000). The Developer shall pay to the City the sum of $75,000 at issuance of Certificate of Occupancy of each sixth (6th) market rate unit to ensure that the affordable in-lieu fee requirement is met by the time the project is seventy-five (75%) percent complete, at the seventy-second (72nd) unit	*No change.*

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	at 75% of project completion. 2022 Second Amendment updated map references and added definition of first time homebuyer.	receiving Certificate of Occupancy. Certificates of Occupancy will not be provided on the last twenty market rate units in the project until all affordable housing units have been issued a Certificate of Occupancy. The Federal Housing and Urban Development definition of "First Time Homebuyer" as it currently exists and as amended from time to time, shall be used in the enforcement of the affordable housing plan.	
SECTION 102 **Term and Effective Date** A. This Agreement shall commence, and its effective date shall be, thirty days after approval by the City Council. The term of Agreement shall extend for a period of 10 years from the effective date, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto, subject to the provisions of Section 104 hereof. B. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect, subject,	2009 DA established an expiration date of 2019. 2017 First Amendment established an expiration date of July 6, 2022. 2022 Second Amendment updated the provision, and extended the expiration to July 6, 2024.	**SECTION 102** **Term and Effective Date** A. This Agreement became effective thirty days after the original approval on July 7, 2009, pursuant to Ordinance No. 2342. The original term of this Agreement was ten (10) years from its effective date, The City Council approved a First Supplement and Amendment to the Agreement on June 6, 2017, pursuant to Ordinance No. 2504. The First Supplement and Amendment extended the term of the agreement an additional five (5) years from the date that Ordinance No.	*Amendment updated citations and extended DA five years to July 6, 2029.* **SECTION 102** **Term and Effective Date** A. This Agreement became effective thirty days after the original approval on July 7, 2009, pursuant to Ordinance No. 2342. The original term of this Agreement was ten (10) years from its effective date, The City Council approved a First Supplement and Amendment to Development Agreement on June 6, 2017, pursuant to Ordinance No. 2504. The First Supplement and Amendment extended the term of the agreement an additional five (5) years from

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however, to the provisions of Section 408 hereof. C. The City shall cause any such written notice of termination to be recorded with the County Recorder within ten (10) days of receipt of such notice. D. This Agreement shall be deemed terminated and of no further effect upon entry after all appeals have been exhausted of a final judgment or issuance of a final order directing the City to set aside, withdraw or abrogate the city council's approval of this Agreement or the tentative subdivision map;		2504 became effective, which was July 6, 2017. This Second Amendment hereby extends the Agreement for an additional twenty-four (24) months from July 6, 2022 to July 6, 2024. B. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions of Section 408 hereof. C. The City shall cause any such written notice of termination to be recorded with the County Recorder within ten (10) days of receipt of such notice. D. This Agreement shall be deemed terminated and of no further effect upon entry after all appeals have been exhausted of a final judgment or issuance of a final order directing the City to set aside, withdraw or abrogate the city council's approval of this Agreement or the tentative subdivision map;	the date that Ordinance No. 2504 became effective, which was July 6, 2017 and expiring on July 6, 2022. This City Council approved a Second Amendment to Development Agreement on July 19, 2022, pursuant to Ordinance No. 2628, which extended the term of the Development Agreement an additional twenty-four (24) months to July 6, 2024. This Third Amendment hereby extends the Development Agreement for an additional five (5) years from July 6, 2024 to July 6, 2029. B. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions of Section 408 hereof. C. The City shall cause any such written notice of termination to be recorded with the County Recorder within ten (10) days of receipt of such notice. D. This Agreement shall be deemed terminated and of no further effect upon entry

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			after all appeals have been exhausted of a final judgment or issuance of a final order directing the City to set aside, withdraw or abrogate the city council's approval of this Agreement or the tentative subdivision map;
SECTION 201 **Specific Development Obligations** A. Supplemental Residential Fee. In addition to all other fees to be paid by the residential development of the Chiles Ranch Subdivision, the Developer shall pay to the City the sum of $3,000 at or before the issuance of a Certificate of Occupancy for each and every market-rate residential unit with the Chiles Ranch Subdivision. For purposes hereof, a market-rate residential unit shall mean and refer to a housing unit with the Chiles Ranch Subdivision that is not required by the City to be sold at a City-designated price that is affordable to moderate or low income household, as such affordability is defined in the City of Davis Municipal Code, Section 18.06.020. 1) Up to 15% of the $3,000 per unit may be used to offset, in whole or in part, the cost of the additional tree mitigation program, required as condition 54 of the	2017 First Amendment deleted Subsection 1) related to off-setting the tree mitigation fee.	**SECTION 201** **Specific Development Obligations** A. Supplemental Residential Fee In addition to all other fees to be paid by the residential development of the Chiles Ranch Subdivision, the Developer shall pay to the City the sum of $3,000 at or before Certificate of Occupancy for each and every market-rate residential unit within the Chiles Ranch Subdivision. For purposes hereof, a market-rate unit shall mean and refer to a housing unit within the Chiles Ranch Subdivision that is not required by the City to be sold at a City-designated price that is affordable to moderate or low income household, as such affordability is defined in the City of Davis Municipal Code, Section 18.06.020.	*Amendment increased the supplemental residential fee to $6,000.* **SECTION 201** **Specific Development Obligations** A. Supplemental Residential Fee In addition to all other fees to be paid by the residential development of the Chiles Ranch Subdivision, the Developer shall pay to the City the sum of $6,000 at or before Certificate of Occupancy for each and every market-rate residential unit within the Chiles Ranch Subdivision. For purposes hereof, a market-rate unit shall mean and refer to a housing unit within the Chiles Ranch Subdivision that is not required by the City to be sold at a City-designated price that is affordable to moderate or low income household, as such affordability is defined in the City of Davis Municipal Code, Section 18.06.020.

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Conditions of Approval. Given the timing of the tree mitigation relative to the timing of certificates of occupancy the 15% may be a credit against costs already incurred or a payment to the City, as determined by the city. If the offset is by way of a credit against the fees, the Developer shall provide cost verification to the City's Arborist for his approval in order for the costs to be eligible for offset.			
SECTION 201 (continued) B. Greenhouse Gas Emissions Reduction Requirement. The project shall meet the greenhouse gas emission reduction standards adopted by the City Council by Resolution #06,166, Series 2008, and Resolution #09-043, Series 2009. The 108 unit project shall mitigate 259.2 MT of CO2, consistent with the "Chiles Ranch Mitigation Scenario" set forth on Exhibit D, attached hereto, as follows: 1) 2% Credit for Medium Density 2) 5% Credit for transit route within one-quarter (1/4) mile radius of the Property	2017 First Amendment modified and deleted Subsections 1) through 5). 2022 Second Amendment further updated this provision for the subdivision to be all electric.	**SECTION 201** (continued) B. Greenhouse Gas Emissions Reduction Requirement. The project shall meet the greenhouse gas emission reduction standards adopted by the City Council by not providing natural gas to the Chiles Ranch Subdivision and only providing electric power to the subdivision and each residential unit within the Project shall be designed with and the Developer shall install roof mounted Photovoltaic systems, to the satisfaction and approval of the Building Official.	*No change.*

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3) The Project shall provide, in the aggregate, 35% above current (2005) Title 24 standards calculated as a total for all buildings within the Project. 4) In addition, the Developer shall install 37kW of household(rooftop) photovoltaics within the Project (approximately 18, 2.05 kW photovoltaic systems, the exact size and number of such photovoltaic systems to be determined prior to issuance of building permits and approved by the Building Official) 5) In addition, each unit within the Project shall be designed with and the Developer shall install the components necessary to facilitate the future installation of Photovoltaic systems, to the satisfaction and approval of the Building Official			
SECTION 201 (continued) D. Architectural Diversity. Small Builder lots shall not be required in the Chiles Ranch Subdivision City of Davis Municipal Code, Section 18.01.060(b). The intent of this requirement is to encourage the development of architecturally diverse neighborhoods, with a mix of housing types, densities, prices and rents and designs in	2017 First Amendment removed Subsection 3) Condominium Units from the list of housing types.	**SECTION 201** (continued) D. Architectural Diversity. Small Builder lots shall not be required in the Chiles Ranch Subdivision City of Davis Municipal Code, Section 18.01.060(b). The intent of this requirement is to encourage the development of architecturally diverse neighborhoods, with a mix of housing types, densities, prices and rents and designs in	*No change.*

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each new development area. The General Plan also includes goals, policies and actions (Urban Design) that promote design standards for new single family residential development that create variability of lot sizes, floor area ratios, setbacks, building height floor plans, and architectural styles/treatments within each new development area. The Chiles Ranch Subdivision would be consistent with these General Plan goals and polices. The development will include a mix of lot sizes, a variety of setbacks, and alternating heights throughout the subdivision. The Chiles Ranch Subdivision will provide a diverse, yet cohesive neighborhood with complementary housing types, sizes, and elevations. The developer shall provide all of the following in the Chiles Ranch Subdivision. 1) Detached single family dwellings 2) Attached single family dwellings 3) Condominium units These units shall provide a minimum of fifteen diverse elevations, as set forth in the Project Approvals. Such elevations may be modified if necessary during the development of the project, so long as the diversity is maintained, and the modifications are approved by the city.		each new development area. The General Plan also includes goals, policies and actions (Urban Design) that promote design standards for new single family residential development that create variability of lot sizes, floor area ratios, setbacks, building height floor plans, and architectural styles/treatments within each new development area. The Chiles Ranch Subdivision would be consistent with these General Plan goals and polices. The development will include a mix of lot sizes, a variety of setbacks, and alternating heights throughout the subdivision. The Chiles Ranch Subdivision will provide a diverse, yet cohesive neighborhood with complementary housing types, sizes, and elevations. The developer shall provide all of the following in the Chiles Ranch Subdivision. 1) Detached single family dwellings 2) Attached single family dwellings These units shall provide a minimum of fifteen diverse elevations, as set forth in the Project Approvals. Such elevations may be modified if necessary during the development of the project, so long as the diversity is maintained, and the modifications are approved by the city.	

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SECTION 201 (continued) E. Roadway Improvements. 3) N/A	2022 Second Amendment added this additional requirement related to the 8th Street slurry seal to the Roadway Improvement provisions.	**SECTION 201** (continued) E.3) Upon completion of all cuts and alterations made to 8th Street in order to accommodate the construction of the utilities for the subdivision, the Developer shall reconstruct the sidewalk, curb and gutter along the 8th Street project frontage and shall place a slurry seal cover over the 8th Street pavement from the western edge of the property frontage to the gutter crossing 8th Street at Mesquite Drive. The Developer shall be reimbursed by the city of Davis for the cost of the slurry seal from the project's eastern edge to the place where the road must be re-sealed after reconstruction of the gutter required in Section 201.E.1) of this agreement.	*No change.*
SECTION 201 (continued) H. N/A	2022 Second Amendment added this additional requirement related to best practices for tree installation.	**SECTION 201** (continued) H. Tree Maintenance on Single Family Lots. The developer shall install all front yard landscaping to the satisfaction of the City of Davis, prior to approval of a final inspection. Installation of the street tree in each front yard shall include an appropriate root barrier using best management practices to protect the street hardscape from damage caused by street tree roots. Each barrier shall be	*No change.*

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		designed and installed to the satisfaction of the Urban Forestry Manager and Community Development Director.	
SECTION 201 (continued) I. N/A	N/A	**SECTION 201** (continued) I. N/A	*Amendment added new Subsection I to Section 201 addressing property maintenance.* I. Existing Property Maintenance. Developer shall make a good faith effort to maintain the Property. At a minimum, property maintenance shall comply with the City of Davis Fire Department's Weed Abatement Criteria with monthly mowing of weeds on the project site or undeveloped phases consistent with the criteria between March 1 through October 30 until commencement of development of the phase, prompt removal of any accumulated trash, and notification to the City of Davis Police Department of any site trespassing issues.
SECTION 202 **Development Timing** Developer shall be obligated to construct the improvements and provide funding at the times set forth in this Agreement. Developer shall also initiate and pursue development of the Project as set forth herein.	No Change.	**SECTION 202** **Development Timing** Developer shall be obligated to construct the improvements and provide funding at the times set forth in this Agreement. Developer shall also initiate and pursue development of the Project as set forth herein.	*Amendment modified and clarified Subsection A to address construction timing of Phase 1A and defined commencement as grading of the phase. No change made to Subsection B.* **SECTION 202** **Development Timing**

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A. Initial commencement of development. There is an approved Tentative Map for the Project, a reduced copy of which is attached to this Agreement as part of Exhibit A . The city has also approved a Final Planned Development and Design Review Approvals. Pursuant to these approvals, Developer must commence substantial construction on the Project within eighteen (18) months of the Effective Date of this Agreement which may be extended pursuant to City of Davis Municipal Code, Section 40.32.110. B. Failure to Proceed in a Timely Manner. After commencement of construction, if the Developer ceases construction of infrastructure improvements for a period exceeding forty eight (48) months and/or does not finalize any residential units for occupancy for a period exceeding forty eight (48) months this Agreement shall terminate unless extended by the City as set forth herein. Developer may request an extension of the Agreement and these performance obligations if the City is involved in litigation, initiative or referendum proceedings, or other circumstances that affect the City's ability to provide building permits and/or water or sewer connections, in which case City shall grant an extension for the same time as the time period		A. Initial commencement of development. There is an approved Tentative Map for the Project, a reduced copy of which is attached to this Agreement as part of Exhibit A. The city has also approved a Final Planned Development and Design Review Approvals. Pursuant to these approvals, Developer must commence substantial construction on the Project within eighteen (18) months of the Effective Date of this Agreement which may be extended pursuant to City of Davis Municipal Code, Section 40.32.110. B. Failure to Proceed in a Timely Manner. After commencement of construction, if the Developer ceases construction of infrastructure improvements for a period exceeding forty eight (48) months and/or does not finalize any residential units for occupancy for a period exceeding forty eight (48) months this Agreement shall terminate unless extended by the City as set forth herein. Developer may request an extension of the Agreement and these performance obligations if the City is involved in litigation, initiative or referendum proceedings, or other circumstances that affect the City's ability to provide building permits and/or water or sewer connections, in which case City shall grant an extension for the same time as the time period	Developer shall be obligated to construct the improvements and provide funding at the times set forth in this Agreement. Developer shall also initiate and pursue development of the Project as set forth herein. A. Initial Commencement of Development. There are two approved Tentative Subdivision Maps for the Project (Map No. 4953, including Phases 1A, 1B, 2A and 2B, and Map No. 5088 for the Chiles Ranch West area), the terms for which shall run concurrent with the term of this Third Amendment, reduced copies of which are attached hereto as Exhibit A and incorporated herein by this reference. The City has also approved a Final Planned Development and Design Review for the Project. Construction of the Project may be conducted in multiple phases, with construction of all phases commencing prior to the expiration of this Third Amendment, which may be extended pursuant to City of Davis Municipal Code Section 40.32.110. Further, Developer shall commence construction of Phase 1A of the Project, defined herein as grading for Phase 1A, no later than September 15, 2027. Once grading has commenced for Phase 1A,

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during which sewer or water connections or building permits are unavailable. In the event the City approves a moratorium on water or sewer hook-ups or building permits or other entitlements necessary for the Project to proceed, then the period during which the moratorium is in effect shall not count towards the forty eight (48) month period. .Developer may request and City may not unreasonably withhold approval of extensions not to exceed six months at a time for reasons other than lack of sewer, water, or drainage capacity, or other circumstances affecting the City's ability to provide building permits or sewer, water, or drainage capacity, provided the Developer continues to undertake good faith efforts to proceed with Development and further provided that any extension beyond twelve (12) months will require that the Development impact fees for the project be adjusted to those in effect at the time of issuance of the building permit.		during which sewer or water connections or building permits are unavailable. In the event the City approves a moratorium on water or sewer hook-ups or building permits or other entitlements necessary for the Project to proceed, then the period during which the moratorium is in effect shall not count towards the forty eight (48) month period. .Developer may request and City may not unreasonably withhold approval of extensions not to exceed six months at a time for reasons other than lack of sewer, water, or drainage capacity, or other circumstances affecting the City's ability to provide building permits or sewer, water, or drainage capacity, provided the Developer continues to undertake good faith efforts to proceed with Development and further provided that any extension beyond twelve (12) months will require that the Development impact fees for the project be adjusted to those in effect at the time of issuance of the building permit.	Developer shall have satisfied the commencement of construction obligation required by this Section for Phase 1A. Grading for subsequent phases shall occur with the respective phases and commence prior to expiration of this Third Amendment. B. Failure to Proceed in a Timely Manner. After commencement of construction, if the Developer ceases construction of infrastructure improvements for a period exceeding forty eight (48) months and/or does not finalize any residential units for occupancy for a period exceeding forty eight (48) months this Agreement shall terminate unless extended by the City as set forth herein. Developer may request an extension of the Agreement and these performance obligations if the City is involved in litigation, initiative or referendum proceedings, or other circumstances that affect the City's ability to provide building permits and/or water or sewer connections, in which case City shall grant an extension for the same time as the time period during which sewer or water connections or building permits are unavailable. In the event the City approves a moratorium on water or sewer hook-ups or building permits or other entitlements necessary for the Project to proceed, then the

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			period during which the moratorium is in effect shall not count towards the forty eight (48) month period. .Developer may request and City may not unreasonably withhold approval of extensions not to exceed six months at a time for reasons other than lack of sewer, water, or drainage capacity, or other circumstances affecting the City's ability to provide building permits or sewer, water, or drainage capacity, provided the Developer continues to undertake good faith efforts to proceed with Development and further provided that any extension beyond twelve (12) months will require that the Development impact fees for the project be adjusted to those in effect at the time of issuance of the building permit.
Section 204 **Fees, Exactions, Conditions and Dedications** A. Except as provided herein, Developer shall be obligated to pay only those fees, in the amounts and/or with increases as set forth below, and make those dedications and improvements prescribed in the Project Approvals and this Agreement and any Subsequent Approvals.	2017 First Amendment updated Subsection 3) for the Parkland In Lieu fee amount to be amount in effect at time of occupancy for each unit and Subsection 4) to update for the adjusted number of units.	**Section 204** **Fees, Exactions, Conditions and Dedications** A. Except as provided herein, Developer shall be obligated to pay only those fees, in the amounts and/or with increases as set forth, and make those dedications and improvements prescribed in the Project Approvals and this Supplemental Agreement.	*No change.*

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1) Developer shall pay all City Development Impact Fees and Water and Sewer Connection Fees applicable to the Project in the amounts in effect at the time of the issuance of Certificate of Occupancy for each unit. Developer shall pay all impact fees imposed by or on behalf of other public agencies, such as the school district or the County of Yolo, in the amounts applicable to the Project on the date the fees are paid. 2) City may charge and Developer shall pay processing fees for land use approvals, building permits, and other similar permits and entitlements which are in force and effect on a citywide basic at the time the application is submitted for those permits, as permitted pursuant to California Government Code section 66014 or its successor sections(s). 3) The Developer shall pay $855,518.76 in City Park In-lieu fees in effect on the date of this agreement ($7,921.47 per unit). The park in-lieu fee for each residential unit shall be paid at Certificate of Occupancy for each unit. 4) The Developer shall pay $258,000 for ($3,000 per unit for each and every market rate unit (86 units)). The supplemental fee shall be paid at Certificate of Occupancy for		1) Developer shall pay all City Development Impact Fees and Water and Sewer Connection Fees applicable to the Project in the amounts in effect at the time of the issuance of Certificate of Occupancy for each unit. Developer shall pay all impact fees imposed by or on behalf of other public agencies, such as the school district or the County of Yolo, in the amounts applicable to the Project on the date the fees are paid. 2) City may charge and Developer shall pay processing fees for land use approvals, building permits, and other similar permits and entitlements which are in force and effect on a citywide basic at the time the application is submitted for those permits, as permitted pursuant to California Government Code section 66014 or its successor sections(s). 3) The Developer shall pay Parkland In-Lieu Fees for each residential unit within the Chiles Ranch Subdivision at Certificate of Occupancy for each unit. The fee shall be at the rate in effect at the time of payment as established and amended in Section 36.08.040(d) of the City of Davis Municipal Code.	

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each residential unit. The contribution will be utilized for the purposes of community enhancements, as determined by the City**.** 5) The Developer shall be obligated to provide all other Specific Development Obligations described in Section 201, specifically 2(a-e), 3(a-d), 4(a-d) and 5(a-b). 6) Except as specifically permitted by this Agreement or mandated by state or federal law, City shall not impose any additional capital facilities or development impact fees or charges or require any additional dedications or improvements through the exercise of the police power, with the following exception: (a) the City may impose reasonable additional fees, charges, dedication requirements or improvement requirements as conditions of City's approval of an amendment to the Project Approvals or this Agreement, which amendment is either requested by the Developer or agreed to by the Developer; and (b) the City may apply subsequently adopted development exactions to the Project if the exaction is applied uniformly to development either throughout the city or with a defined area of benefit that includes the Property if the subsequently adopted development exaction does not physically prevent development of		4) The Developer shall pay $3,000 per unit for each and every market rate unit (84 units). The supplemental fee shall be paid at Certificate of Occupancy for each residential unit. The fee shall be the amount in place contribution will be utilized for the purposes of community enhancements, as determined by the City**.** 5) The Developer shall be obligated to provide all other Specific Development Obligations described in Section 201, specifically 2(a-e), 3(a-d), 4(a-d) and 5(a-b). 6) Except as specifically permitted by this Agreement or mandated by state or federal law, City shall not impose any additional capital facilities or development impact fees or charges or require any additional dedications or improvements through the exercise of the police power, with the following exception: (a) the City may impose reasonable additional fees, charges, dedication requirements or improvement requirements as conditions of City's approval of an amendment to the Project Approvals or this Agreement, which amendment is either requested by the Developer or agreed to by the Developer; and (b) the City may apply subsequently adopted development exactions to the Project if the	

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the Property for the uses and to the density and intensity of development set forth in this Agreement. In the event that the subsequently adopted development exaction fulfills the same purpose as an exaction or development impact fee required by this Agreement or by the Project Approvals, the Developer shall receive a credit against the subsequently adopted development exaction for fees already paid that fulfill the same purpose. 7) Compliance with Government Code section 66006. As required by Government Code section 65865(e) for development agreements adopted after January 1, 2004, the City will comply with the requirements of Government Code section 66006 pertaining to the payment of fees for the development of the Property.		exaction is applied uniformly to development either throughout the city or with a defined area of benefit that includes the Property if the subsequently adopted development exaction does not physically prevent development of the Property for the uses and to the density and intensity of development set forth in this Agreement. In the event that the subsequently adopted development exaction fulfills the same purpose as an exaction or development impact fee required by this Agreement or by the Project Approvals, the Developer shall receive a credit against the subsequently adopted development exaction for fees already paid that fulfill the same purpose. 7) Compliance with Government Code section 66006. As required by Government Code section 65865(e) for development agreements adopted after January 1, 2004, the City will comply with the requirements of Government Code section 66006 pertaining to the payment of fees for the development of the Property.	
Section 403 **Annual Review**	No change.	No change.	*Amendment modified the provision to require an annual report to be submitted by the Developer.*

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The City Manager shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms and conditions of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1. A. The City Manager shall provide thirty (30) days prior written notice of such periodic review to Developer. Such notice shall require Developer to demonstrate good faith compliance with the terms and conditions of this Agreement and to provide such other information as may be reasonably requested by the City Manager and deemed by him to be required in order to ascertain compliance with this Agreement. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. The costs of notice and related costs incurred by the City for the annual review conducted by the City pursuant to this Section shall be borne by Developer. B. If, following such review, the City Manager is not satisfied that Developer has demonstrated good faith compliance with all			**<u>Section 403</u>** **<u>Annual Review</u>** Developer shall provide a construction progress and development agreement compliance report in writing to the City Manager annually on or before July 1 of each year during the term of this Amendment, or through buildout of the Project whichever is earlier. Such annual report shall be limited in scope to the progress in construction of the Project and compliance with the terms and conditions of the Development Agreement and its Amendments pursuant to California Government Code Section 65865.1. A. Upon receipt of the annual report from Developer, the City Manager shall within thirty (30) days notify Developer of any additional information required in order for the City Manager to determine good faith compliance with the Development Agreement and its Amendments. Notice shall include the statement that any review may result in amendment or termination of this Agreement. The costs of notice and related costs incurred by the City for the administration of the

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the terms and conditions of this Agreement, or for any other reason, the City Manager may refer the matter along with his or her recommendations to the City Council. C. Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.			annual review pursuant to this Section shall be borne by Developer. B. If following such review, the City Manager is not satisfied that Developer has demonstrated good faith compliance with all the terms and conditions of the Development Agreement and its Amendments, or for any other reason, the City Manager may refer the matter along with his or her recommendations to the City Council. C. Failure of the City to conduct an annual review after receipt of Developer's annual report shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of the Development Agreement and its Amendments nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.