

TO: Honorable Mayor and City Council  
Attention: Laura C. Kuhn, City Manager

FROM: Shawn Cunningham, Interim Director of Public Works/City Engineer

**SUBJECT: AUTHORIZATION TO ENTER INTO A LAND DEDICATION AGREEMENT  
WITH WILLIAMSBURG VENTURES, LLC FOR THE KNOLL CREEK PHASE 1  
SUBDIVISION**

**RESOLUTION APPROVING FINAL MAP – KNOLL CREEK PHASE 1**

**DISCUSSION:**

Knoll Creek is a proposed 38-lot, single-family development constructed on 23.2 acres. The tentative map was approved by the City Council on April 3, 2007. The Knoll Creek development is bounded by McMurtry Lane to the north, the Caliguri Open Space to the west, an undeveloped parcel to the east, and the Estates at Glen Eagle Ranch to the south (Attachment 1).

The Knoll Creek Phase 1 Final Map proposes to split the current parcel into two parcels. Parcel 1 would be further subdivided into 21 single-family lots in conformance with the approved Tentative Map at a future date. However, Parcel 2 would be dedicated to the City for open space purposes, forgoing the proposed 17 lots over that portion of land on the Tentative Map. The developer, Williamsburg Ventures, LLC, a California Limited Liability Company, does not wish to develop these lots because of the significant cost to develop this area that include costs for an upper zone water system, significant grading improvements, and large walls and drainage structures.

Staff has reviewed the final map and found it is ready for recording. Staff has also negotiated a Land Dedication Agreement (Attachment 2) with the developer for the dedication of Parcel 2 that protects the City from any future improvement responsibilities that might be tied to this parcel.

**FISCAL IMPACT:**

There is no impact to the General Fund as a result of this action.

**RECOMMENDATION:**

1. By simple motion, that the City Council authorize the Director of Public Works to enter into a Land Dedication Agreement with Williamsburg Ventures, LLC for dedication of Parcel 2; and
2. By simple motion, that the City Council adopt a resolution approving the final map for Knoll Creek Phase 1.

Attachment: Attachment 1 – Site Map  
Attachment 2 - Agreement

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING FINAL MAP – KNOLL CREEK PHASE 1**

**WHEREAS**, Williamsburg Ventures, LLC, a California Limited Liability Company, (“Subdivider”) hereby submits to the City Council of the City of Vacaville a map of a proposed subdivision within the City limits called Knoll Creek Phase 1; and

**WHEREAS**, the tentative map has been heretofore approved by the Planning Commission and the City Council of the City of Vacaville; and

**WHEREAS**, Subdivider and City have negotiated a Land Dedication Agreement for the purposes of dedicating Parcel 2 of the Knoll Creek Phase 1 Final Map.

**NOW, THEREFORE, BE IT RESOLVED** that said map is approved by the City of Vacaville.

**I HEREBY CERTIFY** that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Vacaville, held on the 22<sup>nd</sup> day of January 2013, by the following vote:

AYES:

NOES:

ABSENT:

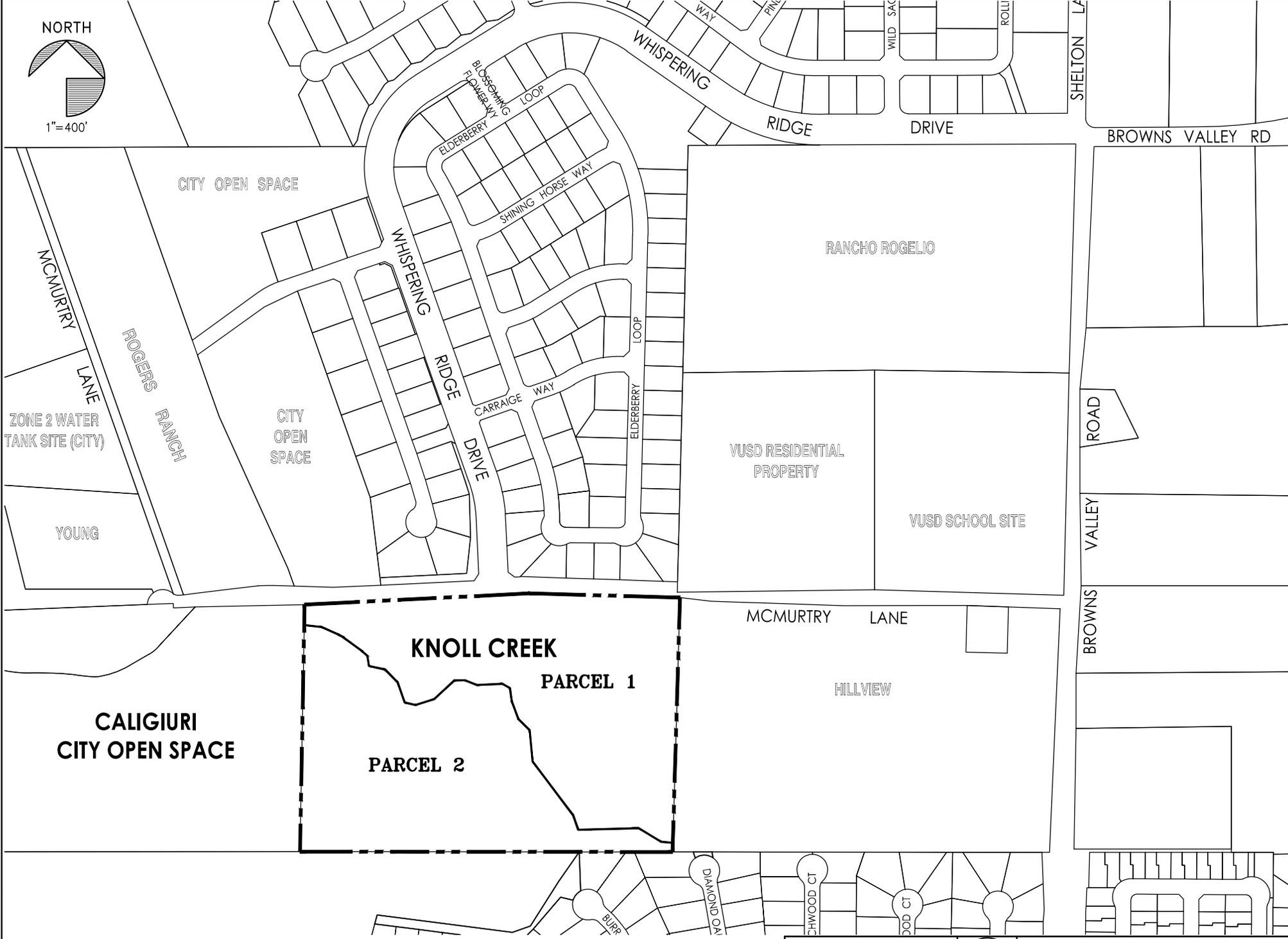
ATTEST:

\_\_\_\_\_  
Michelle A. Thornbrugh, City Clerk

NORTH



1"=400'



REFERENCE FILE: 2008-070301-0001.dwg

**CALIGIURI  
CITY OPEN SPACE**

**KNOLL CREEK  
PARCEL 1**

**PARCEL 2**

VUSD RESIDENTIAL  
PROPERTY

VUSD SCHOOL SITE

RANCHO ROGELIO

CITY OPEN SPACE

CITY OPEN SPACE

**CITY OF VACAVILLE**  
DEPARTMENT OF PUBLIC WORKS



**CITY OF VACAVILLE**  
**EXHIBIT "A"**

0 1/2 1  
ORIGINAL SCALE IS IN INCHES FOR REDUCED PLANS

DWG File: G:\COP\_EXHIBITS\Knoll Creek Exhibit.dwg

DISREGARD PRINTS BEARING EARLIER PLOT DATES  
DATE PLOTTED: 01/16/13  
SHEET 1 OF 1

**LAND DEDICATION AGREEMENT**

**THIS AGREEMENT** is made and entered into this on the date last written below, by and between [REDACTED] hereinafter referred to as "Owner", and the CITY OF VACAVILLE, a municipal corporation, hereinafter referred to as "City".

**RECITALS**

**WHEREAS**, Owner is a "developer" party to a development agreement dated May 11, 2004, between Owner's predecessor in interest, [REDACTED], other "developer" parties, and City (hereinafter "Development Agreement"), which in conjunction with other project approvals ("other Project approvals") below, governs the development of an area commonly known as the Rice-McMurtry Project Area, which includes the Reynolds Ranch (Cheyenne) subdivision, the Rogers Ranch Subdivision, and the Knoll Creek Subdivision (hereinafter "Project"); and

**WHEREAS**, Owner has a legal and/or equitable interest in property generally known and referred to as the Knoll Creek Property located within the Rice-McMurtry Project Area, as set forth more specifically in Exhibit A (hereinafter referred to as "Property"); and

**WHEREAS**, On April 27, 2004, City certified the Environmental Impact Report, and approved the Development Agreement, General Plan Amendment, Planned Development, Annexation, and Zone Change for the Rice-McMurtry Project Area with associated Conditions of Approval related to Owner's development on the 22.66-acre Property and various other developments by other "developer" parties in the Rice-McMurtry Project Area ("other Project approvals"); and

**WHEREAS**, On March 1, 2005, City approved a Tentative Map and Planned Development with associated Conditions of Approval allowing Owner to construct a 38-unit development on the 22.66-acre Property and other "developer" parties to construct various other developments in the Rice-McMurtry Project Area; and

**WHEREAS**, On April 3, 2007, City approved a Tentative Map and Planned Development Time Extension with associated Conditions of Approval allowing Owner to construct a 38-unit development on the 22.66-acre Property and other "developer" parties to construct various other developments in the Rice-McMurtry Project Area; and

**WHEREAS**, Owner originally planned to develop the Property as part of the Project, however, Owner now desires to dedicate certain portions of the Property to City for open space purposes while developing other portions of the Property; and

**WHEREAS**, City desires to accept such dedication of certain portions of the Property for open space purposes subject to Owner retaining all of the Project-related obligations set forth in the Development Agreement, the conditions of approval of the Project as modified from time-to-time, and any and all other project entitlements, permits, licenses, and approvals.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Dedication of Land.** Owner hereby dedicates to City, for open space purposes, that certain portion of the Property identified as “Parcel 2” on Exhibit A (“Parcel 2 Property”) subject to the terms and conditions herein, and shall by grant deed in a form attached hereto as Exhibit B, convey to City fee simple title to the Parcel 2 Property, free and clear of all title defects, liens, encumbrances, deeds of trust, and mortgages, as set forth more specifically herein.
2. **Acceptance of Dedication of Land.** City by its signature below, authorizes its City Manager, Director of Public Works, or designee of either, to accept the Parcel 2 Property hereby dedicated to City by Owner subject to the terms and conditions herein, at the time of approval of the first phased final map and following Owner’s execution of this Agreement, and consents to the recordation of the dedication.
3. **Reservation of Obligations.** The Development Agreement, conditions of approval of the Project, the tentative map related to the Project, and other Project-related entitlements, permits, licenses, and approvals contain certain obligations and responsibilities related to the development of the Project in general, and also parcel and property-specific obligations and responsibilities. In dedicating the Parcel 2 Property to City it is the Parties’ intent that any Project-related obligations and responsibilities that would generally be assigned with the transfer of the land, remain as obligations and responsibilities of Parcel 1, and that the Parcel 2 Property be dedicated free and clear of any such obligations and responsibilities. By way of example only, the obligations and responsibilities that will remain with Parcel 1 include, but are not limited to:
  - a. **Formation and Participation in Public Safety District (“PSD”)** – Development Agreement Section 4.A. In addition, Owner shall pay all processing costs to annex Parcel 1 into the existing Public Safety District.
  - b. **Zone 2 Water System** – Development Agreement Section 5.P. Unless the Zone 2 water system requirement is waived by City, Owner shall participate in the Zone 2 water system requirements set forth in the Development Agreement, the EIR, and related documents as if it still owned the Parcel 2 Property. The City and Owner recognize that no new units in Parcel 1 of Knoll Creek will be above the 222-foot elevation that triggers the Zone 2 Water Tank. However, Owner of Knoll Creek’s participation in any future Benefit District to reimburse others for work on the Zone 2 water tank may be based on 38 units (original number of units on approved Tentative Map) as determined by formation of the benefit district.
  - c. **Roadway and Intersection Improvements** – Development Agreement Section 5.R.
  - d. **Tentative Map Conditions of Approval** – All Tentative Map conditions of approval including, but not limited to those conditions of approval related to construction of improvements, associated with the Parcel 2 Property shall remain conditions of approval and be transferred to and fulfilled by Parcel 1.
  - e. **Mitigation and Monitoring Program Requirements** - All mitigation and monitoring requirements set forth in the Mitigation and Monitoring Program related to Parcel 2 and that remain applicable to the Project shall be transferred to

and fulfilled by Parcel 1.

4. **Right of Entry.** City shall grant to Owner a separate right of entry to enter upon the Parcel 2 Property to perform the obligations and responsibilities set forth above, subject to reasonable and customary terms and conditions.
5. **Maintenance of Dedicated Open Space.** Owner, prior to recordation of the final map subdividing Parcel 1, shall propose and demonstrate to City's reasonable satisfaction, a method or mechanism acceptable to City to maintain the Parcel 2 open space area dedicated herein, and a method or mechanism acceptable to City to perform any required mitigation and maintenance of Parcel 2..
6. **Dedicated Property Shall Be Unencumbered; Title Insurance.** The property dedicated to City herein shall be dedicated free and clear of all liens, encumbrances, and clouds on title other than recorded easements or restrictions that do not interfere with or preclude the use of such property as open space as reasonably determined by City. Owner shall furnish a copy of a recent title report verifying these measures prior to approval or acceptance of the dedication. Further, Owner shall provide City with a CLTA extended coverage owner's title insurance policy naming the City of Vacaville as the insured in the amount of \_\_\_\_\_.
7. **Incorporation of Recitals.** The recitals set forth above are incorporated herein as though set forth in full.
8. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of California.
9. **Integrated Agreement.** The full terms of this Agreement are those set forth in writing herein, including all attached Exhibits, no other obligations on behalf of either Owner or City, other than those set forth in this Agreement shall be recognized. This Agreement may be amended by agreement in writing signed by both parties.
10. **Venue.** In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano, or where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.
11. **Interpretation.** Each party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.
12. **Signator's Warranty.** Each party warrants to each other party that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or signature and agrees to be bound by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date last written below.

**“CITY”**

CITY OF VACAVILLE, a  
municipal corporation

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_  
Melinda C. H. Stewart  
Assistant City Attorney

Date: \_\_\_\_\_

**“OWNER”**

\_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**EXHIBIT A**

PROPERTY LEGAL DESCRIPTION AND DIAGRAM

DRAFT

**EXHIBIT B**

FORM OF GRANT DEED

DRAFT