



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

**ENGINEERING &
SURVEYING**

Wes Zicker, PE
Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Wes Zicker, Director of Engineering & Surveying *WZ*

DATE: March 13, 2012

SUBJECT: NORTHSTAR HIGHLANDS II, PHASE 1 (10B) TRACT 933, HOME RUN TOWNHOMES
SUB 20060609

ACTION REQUESTED:

Approve the attached Amendment To Subdivision Improvement Agreement for Northstar Highlands II, Phase 1 (10B) Homerun Townhomes:

1. Authorize the Chair to sign the Amendment to Subdivision Improvement Agreement.
2. Instruct the Clerk of the Board to prepare the Amendment to Subdivision Improvement Agreement for recording.

BACKGROUND:

The Northstar Highlands II project was approved to create 17 Large Lots on 64.7 acres. Within the 17 Large Lots, the approval included creation of 576 residential units (22 townhomes and 554 condominiums) and up to 200 commercial condominiums including 4000 square feet of commercial space and up to 32 employee housing units. On August 23rd 2011 your Board approved a final map for the first phase of this entitlement, executed a Subdivision Improvement Agreement (SIA) authorizing the County to hold certain security required by State Law and County Code and accepted the improvements as complete by relying upon a Deferred Improvement Agreement (DIA) and security for incomplete minor private ancillary improvements. The existing SIA requires that all work assured by the DIA be complete prior to any reduction or release of the SIA security. This requirement prevents staff from considering any request to reduce the SIA security regardless of the status of completed improvements. Subdivider has requested and Staff agrees that an Amendment to the SIA is appropriate.

In response to that request staff has prepared the attached Amendment that modifies the SIA. The proposed modifications remove the requirement to complete the DIA improvements prior to any reduction of security, recognize the current State Law that limits the "lien period" for completed improvements and authorizes the Director of CDRA to reduce/release the Labor & Materials security accordingly. Additionally it proposes to reduce the security required by the County during the warranty period, one year after acceptance of the improvements, to cover only the publically maintained facilities.

ENVIRONMENTAL CLEARANCE:

An Environmental Impact Report was prepared for the Northstar Highlands project pursuant to the provisions of CEQA. The final EIR was certified by the Planning Commission on January 8, 2009. Mitigation Measures have been addressed by the Conditions of Approval for this subdivision.

FISCAL IMPACT:

None

Attached to this report for the Board's information/consideration are:

ATTACHMENTS:

- Exhibit 1: Amendment to Subdivision Agreement
- Exhibit 2: Location Map

EXHIBIT 1

Recording Requested by
and Return to:
Placer County
Community Development Resource Agency
Engineering and Surveying Department
3091 County Center Dr., Suite 120
Auburn, California 95603

Subdivision Name: NORTHSTAR HIGHLANDS II,
PHASE 1, (10B) HOME RUN TOWNHOMES
Subdivision No.: PSUB T20060609
Recorded in: Book CC of Maps, at Page
25, Placer County Official Records.
Subdivider: Northstar Mountain Properties, LLC
Original Subdivision Improvement Agreement
Recorded: August 30, 2011 as Doc. 2011-0067201, ORPC.

Effective Date: _____

AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT

This Amendment to Subdivision Improvement Agreement ("Amendment") is entered into by and between the County of Placer, hereinafter called "County," and Northstar Mountain Properties, LLC, a Delaware Limited Liability Company, hereinafter called "Subdivider," on the ___ day of _____, 2012.

RECITALS

1. Subdivider has received approval from County of a tentative subdivision map commonly known as Northstar Highlands II (the "Subdivision"). A copy of the Subdivision is on file with the Placer County Community Development Resource Agency and by this reference incorporated herein.
2. Subdivider obtained Board approval for a final map in conformance with the Subdivision entitled Northstar Highlands II Phase 1, (10B) Home Run Townhomes which was recorded on August 30, 2011 in Book CC of Maps at Page 25 in the Official Records of Placer County (the "Map").
3. County approved the Map, subject to the execution of that certain Subdivision Improvement Agreement recorded in Placer County Official Records sequentially as Document Nos. 2011-0067201 (the "SIA") and that certain Deferred Improvement Agreement No. 2011-PSUB-T20060609 10-B (the "DIA")

4. The SIA requires that all improvements covered by the DIA be completed before any security held in conjunction with the SIA can be reduced.

5. Subdivider has requested an amendment to the SIA that will remove the requirement to complete all improvements covered by the DIA prior to any reduction of security held in conjunction with the SIA.

6. County and Subdivider wish to memorialize their voluntary agreement to amend certain provisions of the SIA dealing with security reduction and address other matters associated with the improvements covered by the SIA, and execute an amendment to the SIA for that purpose.

7. The authority for the SIAs and this Amendment is forth in the Subdivision Map Act ("the Map Act") (Cal. Government Code section 66410 et seq.)

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 7 of the SIA is hereby amended and restated in its entirety as follows:

“7. **Additional Requirements.** None.”

2. Paragraph 8 of the SIA is hereby amended and restated in its entirety as follows:

“8. **Notice Regarding Construction.** Subdivider shall notify the Community Development Resource Agency at least forty-eight (48) hours prior to commencement of any construction to remedy any defects in the public improvements arising from faulty or defective design or construction of said improvements.”

3. Paragraph 9 of the SIA is hereby amended and restated in its entirety as follows:

“9. **Warranty.** Subdivider agrees to remedy any defects in the public improvements arising from faulty or defective design or construction of said improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the Board of Supervisors pursuant to Placer County Code Section 16.08.200.”

4. Paragraph 14 of the SIA is hereby amended and restated in its entirety as follows:

“14. **Release of Remaining Security.** At the conclusion of the lien and warranty periods for the Improvements identified in Paragraph 6, the Director of the Community Development Resource Agency shall authorize the reduction and/or release of the security provided pursuant to Paragraph 11 as provided by Government Code Section 66499.7.”

5. Exhibit 1 – Additional Requirements is hereby deleted.

6. Subdivider consents to the recordation of this Amendment in the Official Records of Placer County. Any amendment hereto shall be in writing and recorded in the Official Records of Placer County.

7. To the extent this Amendment is in conflict with the provisions of the SIA, this Amendment shall control. In all other respects, the SIA remains in full force and effect and are incorporated herein by reference as if fully set forth herein. Subdivider further agrees and acknowledges that nothing in this Amendment affects the Subdivision entitlements and that any changes to the Subdivision may require additional review and approval pursuant to the County's land use process.

8. For clarification purposes, the parties agree that that the amount of warranty security identified in paragraph 11 of the SIA is Thirty Two Thousand Ninety Two dollars and 00/100 (\$32,092.00).

WHEREFORE, the parties hereto have executed this Amendment on the day and in the year first above written.

Dated: _____

COUNTY OF PLACER

By: _____
Print Name: Jennifer Montgomery
Title: _____

Dated: 2/24/12

SUBDIVIDER
Northstar Mountain Properties, LLC,
A Delaware Limited Liability Company

By: Crew Tahoe LLC, a Delaware Limited Liability Company, its Manager

By: East West Partners-Tahoe, Inc.,
A Colorado Corporation, its Manager

By: _____
(Signature)
James A. Telling
(Printed Name)
Vice President
(Printed Title)

APPROVED AS TO FORM

PLACER COUNTY COUNSEL'S OFFICE

Dated: _____

By _____
COUNTY COUNSEL

State of California)
County of Placer)

On this _____ day of _____, 20____, before me

(Notary Name and Title)
NOTARY PUBLIC,

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I
certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

My Commission Expires: _____
WITNESS my hand and official seal (SEAL)

Notary Public in and for said county and state

State of California)
County of Placer)

On this 24TH day of FEBRUARY, 2012 before me
PAULA J. RACHUY
(Notary Name and Title)
NOTARY PUBLIC,

personally appeared JAMES A. TELLING,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I
certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

My Commission Expires: OCT 25, 2014
WITNESS my hand and official seal (SEAL)

Paula J. Rachuy

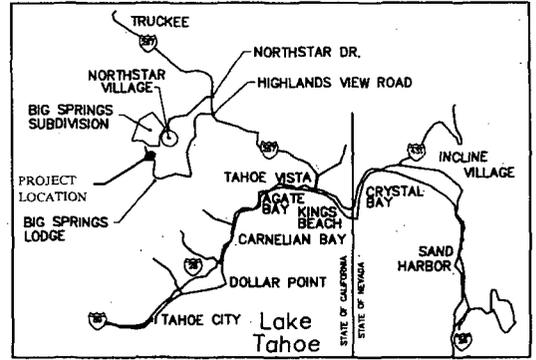
Notary Public in and for said county and state



EXHIBIT 2



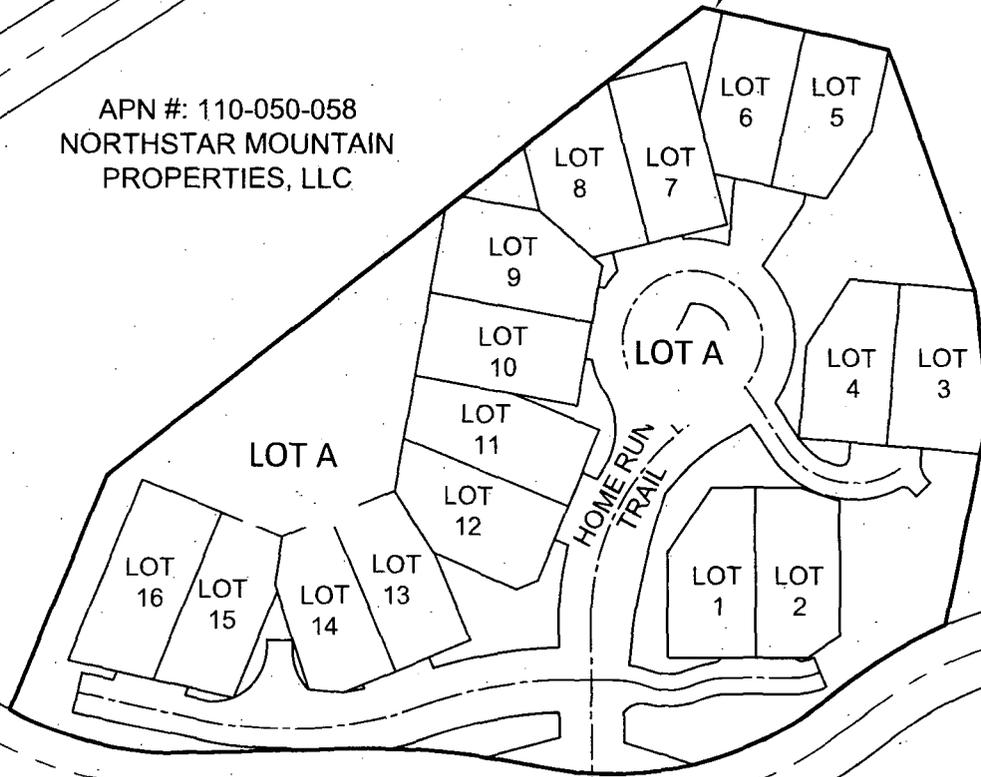
SCALE
1" = 120'



VICINITY MAP

APN #: 110-050-058
NORTHSTAR MOUNTAIN
PROPERTIES, LLC

HOME RUN TOWNHOMES
BOUNDARY



APN #: 110-050-047
NORTHSTAR MOUNTAIN
PROPERTIES, LLC

HIGHLANDS VIEW ROAD
PUBLIC ROAD EASEMENT
2007-0056206

BB MAPS 86
TRILSIDE
TOWNHOMES

BB MAPS 72
RITZ-CARLTON

233

