

EXHIBIT A

Recording Requested by:

County of Nevada

And When Recorded Mail to:

Shad Skikos
1289 Sabastopol Road
Santa Rosa, CA 95407

Space Above for Recorder's Use

SOUTH WOODLANDS SUBDIVISION DEVELOPMENT AGREEMENT

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1. Introduction and Parties to the Agreement.

1.1 State and County Authority. The California Government Code Article 2.5 of Chapter 4 of Division 1 of Title 7 (Section 65864, *et seq.*) and the Nevada County Land Use and Development Code (Section L-II 5.18, *et seq.*) provide for the County of Nevada

(“County”) and private developers to enter into a development agreement to extend the life of an approved tentative map for mutual benefit.

1.2 The County. Nevada County is a political subdivision of the State, with offices located at 950 Maidu Avenue, Nevada City, CA 95959. County, as used in this development agreement, shall include the County and any assignee of or successor to its rights, powers, and responsibilities.

1.3 The Owner. The owner is The Shad C. Skikos Trust, 1289 Sebastopol Road, Santa Rosa, CA 95407 (“Owner”).

1.4 The Property. The Property subject to this Agreement is described in Exhibit A and includes the following APNs: 39-160-14; 39-170-10; and 39-170-91.

1.5 Project background. Owner desires to enter into this development agreement (“Agreement”) to protect the substantial investment that resulted in the approval of the South Woodlands Subdivision, County File Numbers: EIS14-010; FM14-002, MGT14-007; MGT14-008; and MGT15-011 (“Project”). On March 10, 2016, the Nevada County Planning Commission approved the Project, including a Vesting Tentative Map and Management Plans, subdividing 152.52 acres into 30 residential lots to be recorded in two phases on the Property located at 15648 Greenhorn Road (“Project Approvals”).

1.6 Purpose and Public Benefit. County provides for development agreements in order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development and the uncertainty of the development review process by providing an option to both the County and project applicants to enter into a development agreement which vests certain development rights. County will benefit from the substantial staff time, environmental studies, public involvement, and public hearings, including the environmental and neighborhood protections included in the project approval, including the Project’s construction of an emergency access road between Greenhorn Road, a dead end road, and Idaho Maryland Road. The Parties recognize that if the tentative map expires, the site could be opened to a new development proposal that may not include the level of public and private benefit of the original approval.

1.7 Owner’s Intention. As with other major private undertakings, the implementation of the Project is subject to significant economic uncertainties. These uncertainties, together with other currently unknown factors, which may arise during the Term (as defined in Section 7, below) of this Agreement, prevent Owner from presently predicting the precise timing for implementation of the Project. Nevertheless, assuming that market and economic conditions perform as currently anticipated and no force majeure events occur, it is Owner's present intention to implement the Project during the Term of this Agreement.

1.8 Consistent with General Plan. The County, after conducting all duly noticed public hearings, has found that this Agreement is consistent with the County's General Plan, Nevada County Code section 12.05.180, Government Code section 65867, *et seq.*, and all other applicable ordinances, plans, policies, and regulations of County.

2. Project Details and Approvals.

The Project is fully described and detailed in the following attachments:

- Exhibit A: Legal Description of Project Lands
- Exhibit B: A Reduced Copy of the Approved Tentative Map
- Exhibit C: The County approval letter for the Project including County findings and referencing compliance with the California Environmental Quality Act

3. Owner Obligations and Annual Report.

3.1 Compliance. Owner shall comply fully with the conditions of approval and environmental mitigations described in the Project Approvals, including the attached Exhibit C, and this Agreement.

3.2 Development. Owner shall have the right to develop the Project on the Property in accordance with the elements that are vested through this Agreement ("Vested Rights"). The terms and conditions of development applicable to the Property are as set forth in:

- a. The General Plan of the County on the Effective Date;
- b. The Nevada County Land Use and Development Code on the Effective Date ("Applicable Land Use and Development Code");
- c. Other rules, regulations, ordinances, and policies (collectively, together with the Applicable General Plan and Applicable Land Use and Development Code ["Applicable Rules"]);
- d. The Project Approvals;
- e. This Agreement; and
- f. Development Fees: All agency, regulatory, mitigation, and development fees shall be paid based on the prevailing fee schedules at the time of recording each final map for Project.

3.3 Extension of Entitlements. Pursuant to the Government Code all vesting tentative subdivision maps, master parcel tentative maps, parcel maps, subdivision tentative maps, planned unit development permits, special permits, or any other maps, rezoning or land use entitlements of potentially limited duration previously, contemporaneously or subsequently approved for the Property subject to this Agreement, shall be valid for a minimum term equal to the full term of this Agreement (including the initial term, and any renewal period resulting from exercise by Owner of the options provided for in Section 6,

above, or for a period of thirty-six (36) months, whichever is longer, but in no event for a shorter period than the maximum period of time permitted by the Subdivision Map Act or Government Code for such land use entitlements.

3.4 Subsequent Approvals. The Parties agree that in order to develop the Property as contemplated in this Agreement, the Project may require additional entitlements, development permits, and use and/or construction approvals other than the Project Approvals (“Subsequent Approvals”). At such time as any Subsequent Approval is approved by the County, such Subsequent Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be treated as a “Project Approval” under this Agreement.

3.5 Owner agrees to submit an annual report to County for the purpose of determining that Owner is in good faith compliance with the terms and conditions of the Project and this Agreement.

3.6 Owner shall develop the Project in compliance with all requirements of the project zoning and related requirements for residential construction.

4. County Obligations and Annual Review.

4.4 County agrees to timely process plans and final maps in accordance with this agreement when determined to be in compliance with the attached documents.

4.5 The County will timely conduct the annual reviews of the Project and development Agreement as required by law.

4.6 As allowed by law, the County reserves the right to negotiate amendments to this Agreement if required by the discovery of new or unforeseen health and safety issues, or other issues of compelling public necessity.

5. Amendment or Cancellation of this Agreement

This Agreement may be amended, or canceled in whole or in part, by mutual consent of County and Owner or their successors in interest in accordance with Government Code Sections 65867, 65867.6 and 65858. Procedures for amendment or cancellation shall be the same as for entering into an agreement.

Upon the need or request for any amendment to this Agreement, the County Planning Director shall make a determination of the body required to approve said amendment as follows:

Minor amendments:	Planning Director
Large amendments:	Planning Commission

Major amendments: Board of Supervisors

6. Term of this Agreement

This Agreement will remain in force and effect for a period of three (3) years (“Term”) following the effective date of the County Ordinance approving the Agreement (“Effective Date”). Owner may seek and County may approve, up to two (2) subsequent three-year extensions.

7. Violation of this Agreement by Owner

Where the County Planning Director notifies the Planning Commission that his or her findings indicate that a development agreement is being violated, a public hearing shall be scheduled before the Commission to consider the applicant's reported failure to comply and the action recommended by the Director. Procedures for conduct of such hearing shall be the same as provided in State and County for initiation and consideration of a development agreement. If as a result of such a hearing, the Commission finds that the applicant or their successor in interest is in violation of a development agreement, it shall notify the Board of Supervisors of its findings, recommending such action as it deems appropriate. Where the Commission reports the violation of a development agreement, the Board may take one of the following actions:

1. Approve the recommendation of the Commission instructing that action be taken as indicated therein in cases other than a recommendation to terminate or modify an agreement; or
2. Refer the matter back to the Commission for further proceedings with instructions; or
3. Schedule the matter for a public hearing before itself where termination or modification of an agreement is recommended, and if so determined, terminate this agreement.

8. Violation of this Agreement by County

Upon alleging that County is in violation of this agreement, Owner shall deliver a certified letter to the County Board of Supervisors describing the violation and requesting compliance. County staff may work to remedy the complaint or refer the issue to the County Board of Supervisors for a hearing to resolve the issue within 60 days of receiving said certified letter.

9. Civil Legal Remedies

In the event of an unresolved dispute regarding this agreement, both County and Owner may avail themselves of civil remedies in the courts. Both Owner and County agree that in such an instance, both will participate in good faith in at least 2 sessions of non-binding mediation in an effort to reach resolution.

10. Special Provisions

10.1 The Project exists in two or more legal parcels. This Agreement permits boundary line adjustments within the Project property as may be needed to conform to phase boundaries or otherwise be beneficial to Owner.

10.2 This Agreement permits other discretionary uses or use permits which may be considered as interim uses, subject to a normal and separate discretionary permit process through the County.

11. Heirs, Successors and Assigns

This Agreement shall run with the Project lands and to the heirs, executors, successors, and assigns of Owner.

12. Formal Notices

Formal written notices, demands, correspondence and communications between County and Owner shall be sufficiently given if delivered personally (including delivery by private courier), dispatched by certified mail, postage prepaid and return receipt requested, or delivered by nationally recognized overnight courier service, or by electronic mail followed by delivery of a “hard” copy to the address indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either Party may from time-to-time designate in writing at least fifteen (15) days prior to the name and/or address change.

County	Owner
County of Nevada Board of Supervisors 950 Maidu Avenue Nevada City, CA 95959	The Shad C. Skikos Trust 1289 Sebastopol Road Santa Rosa, CA 95407

13. Miscellaneous Provisions

13.1 No Joint Venture or Partnership. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making County and Owner joint venturers or partners.

13.2 Force Majeure. Neither party shall be deemed to be in default where delay in

performance of any or all of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions, or any other cause beyond the reasonable control of the such Party which substantially interferes with carrying out the development of the Project. If a delay occurs because of such events, the time for performance by either party under this Agreement shall be extended upon that party's request by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay.

13.3 Severability. If any provision of this Agreement is held invalid, void, or unenforceable but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties, utilizing the procedures specified herein. Provided, however, that if such holding affects a material provision of this Agreement, Owner shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to County; provided further, however, that in the event Owner so elects to terminate, such election shall not affect in any manner the terms and conditions of any entitlement theretofore granted by County with respect to the Project, or any portion thereof.

13.4 Construction of Agreement. This Development Agreement has been reviewed and revised by legal counsel for both Owner and County, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Development Agreement.

13.5 Entire Agreement. This Development Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Development Agreement consists of [**written number] ([numeric symbols]) pages including the Recitals, and [written number] [numeric symbol] exhibits, attached hereto and incorporated by reference herein, which constitute the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. The exhibits are as follows:

- Exhibit A: Legal Description of Project Lands
- Exhibit B: A Reduced Copy of the Approved Tentative Map
- Exhibit C: The County approval letter for the Project including County findings and referencing compliance with the California Environmental Quality Act

13.6 Estoppel Certificates. Any Party may, at any time during the term of this Agreement, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Development Agreement is in full force and effect and a binding obligation of the parties, (b) this Development Agreement has not been amended or modified either orally or in writing, or if

amended, the Party shall describe the amendments, and (c) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, the Party shall describe the nature and amount of any such defaults. The Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so within twenty (20) days following the receipt thereof. The failure of either Party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that no default exists. Either the County Executive Officer or the Planning Director of County shall have the right to execute any certificate requested by Owner hereunder. County acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

13.7 Execution and Recordation. Pursuant to California Government Code Section 65868.5, within ten (10) days after the approval of the Enacting Ordinance, the County shall execute this Agreement and the Clerk of the Board shall record this Agreement with the Nevada County Recorder. Thereafter, if this Agreement is terminated, modified, or amended pursuant to the terms of this Agreement, the County Clerk shall record notice of such action with the Nevada County Recorder.

13.8 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought, and any such waiver shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

13.9 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Parties agree that venue for any legal action brought under this Agreement shall be Nevada County.

13.10 No Third-Party Beneficiaries. County. County and Owner hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status.

13.11 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

14. Approval and Signatures

The persons signing below represent and warrant that they have the authority to bind their respective Party and that all necessary board of directors', shareholders', partners', County Board of Supervisors', or other approvals have been obtained.

In Witness Whereof, County and Owner enter into this agreement on the

_____ day of _____, 2025 in Nevada City, California

COUNTY:

Approved by the Nevada County Board of Supervisors at their meeting held on the

_____ day of _____, 2025.

Chair of the Nevada County Board of Supervisors

Attest: _____
Clerk to the Board of Supervisors

Approved as to legal form:

County Counsel

OWNER:

Owner

Printed Name: _____

Approved as to legal form:

Owner's Counsel