

ORDINANCE NO. 979

AN ORDINANCE OF THE CITY OF LANCASTER, CALIFORNIA,
AMENDING VARIOUS SECTIONS OF DEVELOPMENT
AGREEMENT NO. 89-01 TO ALLOW FOR THE DEVELOPMENT
OF COMMERCIAL SCALE PHOTOVOLTAIC SOLAR FACILITIES
WITH A CONDITIONAL USE PERMIT

WHEREAS, pursuant to Section 65864 et. seq. of the Government Code of the State of California, the City of Lancaster and Del Sur Ranch, LLC previously entered into Development Agreement No. 89-01 for the Del Sur Ranch project; and

WHEREAS, solar power generating facilities are not an allowable use under the current zoning of the subject property; and

WHEREAS, notice of intention to consider the amendment of the development agreement for the subject property was given as required in Section 65867 of the Government Code of the State of California; and

WHEREAS, public hearing was held before the Lancaster Planning Commission on May 21, 2012, regarding the proposed development agreement amendment; and

WHEREAS, the Planning Commission reviewed and concurred that the amendment to the development agreement is covered by the Final Environmental Impact Report for the City of Lancaster General Plan (SCH #2007111003), and recommended to the City Council approval of this development agreement amendment; and

WHEREAS, the City Council hereby makes the following findings in support of the Development Agreement Amendment:

1. The proposed development agreement amendment is consistent with the adopted General Plan, because it will facilitate implementation of the following objective and policy of the General Plan:

“Encourage efficient use of energy resources through the promotion of efficient land use patterns, and the incorporation of energy conservation practices into new and existing development, and appropriate use of alternative energy.” (Objective 3.6)

“Consider and promote the use of alternative energy such as wind energy and solar energy.” (Policy 3.6.6)
2. The proposed development agreement amendment is consistent with the surrounding rural residential land uses and zoning designations.
3. The proposed development agreement amendment will not be detrimental to the public health, safety, and general welfare, because any future solar development on the subject property would be less intensive than the uses (residential, commercial) currently approved for the subject property.

4. The potential environmental effects of the development agreement amendment are adequately identified in the certified Final EIR for the Lancaster General Plan. Any future solar application on the subject property would undergo environmental review per the requirements of the California Environmental Quality Act.

THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The City Council hereby approves Development Agreement No. 89-01 AM as contained in Exhibit "A".

Section 2. That the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

I, Geri K. Bryan, CMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the ____ day of _____, 2012, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

GERI K. BRYAN, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California,
do hereby certify that this is a true and correct copy of the original Ordinance No. 979, for which the
original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____
day of the _____, _____.

(seal)

90th Street West



DA 89-01

100th Street West

Avenue G

Avenue H

110th Street West

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDER'S USE ONLY

AMENDMENT NO. ___ TO DEVELOPMENT AGREEMENT

This Amendment No. ___ to Development Agreement (this "**Amendment**") is made and effective as of May ___, 2012 (the "**Effective Date**"), by and among The City of Lancaster, a municipal corporation ("**City**"), and Del Sur Ranch LLC, a California limited liability company ("**Property Owner**"), and constitutes a ___ amendment to that certain Development Agreement dated April 11, 1990 by and between City and The Larwin Company (predecessor-in-interest to Property Owner) and recorded in the Official Records of Los Angeles County (the "Official Records"), California on _____, 1990 as Instrument No. 90-1153983, as amended by that certain unrecorded Amendment to Development Agreement dated May 20, 1996, as further amended by that certain [unrecorded] Amendment to Development Agreement dated January 11, 2000, as further amended by that certain [unrecorded] Amendment to Development Agreement dated January 14, 2003, and as further amended by that certain Operating Memorandum dated as of on or about August 30, 2010 and recorded in the Official Records on September 10, 2010 as Instrument No. 20101276502, (as so amended, the "**Development Agreement**"), with reference to the following:

RECITALS

A. Del Sur Ranch LLC is the current "Property Owner" under and pursuant to the Development Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Development Agreement.

B. The legal description of the Property subject to the Development Agreement is set forth on Exhibit A attached hereto.

C. City and Property Owner desire to amend the Development Agreement to add the Solar Power Generating Facility Use (as defined below) as an additional permitted use of the Property under the Development Agreement, and to make certain additional amendments, all as described below.

NOW, THEREFORE, for and in consideration of the covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Development Agreement as follows:

AGREEMENT

1. **Solar Power Generating Facility Use.** The phrase "Solar Power Generating Facility Use", as used herein and in the Development Agreement, shall mean the use of the Property for the commercial production, generation, and sale of energy derived from solar resources, and uses incidental or ancillary thereto, including without limitation the following uses: constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, repairing, using and

operating, any new, existing, additional or repowered (i) buildings and parking areas; (ii) solar power generating equipment, inverters, mounting and tracking systems, monitoring systems, solar collectors, and solar energy conversion systems of any type or technology; (iii) transmission facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, conduits, foundations, footings, towers, poles, crossarms, guy lines, anchors and wires; (iv) overhead and underground control, communications and radio relay systems; (v) substations, power blocks, interconnection and/or switching facilities and electric transformers; (vi) energy storage facilities; (vii) sunlight measurement, research or development equipment; (viii) water pipelines and pumping facilities; (ix) control, maintenance and administration buildings; (x) utility installations; (xi) safety protection facilities; (xii) laydown areas and maintenance yards; (xiii) roads, road-related structures and erosion control facilities; (xiv) signs and fences; and (xv) other improvements, facilities, machinery and equipment in any way related to or associated with any of the foregoing on the Property

2. Section 1.10 of Development Agreement. Section 1.10 of the Development Agreement is hereby amended and restated to read in its entirety as follows:

“1.10 Project: “Project” means (i) the development of the phased residential and commercial development of the Property known as the Del Sur Ranch master planned community and all related on-site and off-site improvements in conformance with the terms and limitations of this Agreement and as more particularly represented in the Site Plan which is Property Owner’s tentative map of the Property which is attached hereto as Exhibit “B”, the development of which shall include all mitigation measures imposed as part of the CEQA review process and as conditions to the issuance of Development Approvals, consistent with this Agreement, or (ii) the development of the Property for the Solar Power Generating Facility Use.”

3. Section 5.1 of Development Agreement. The first (1st) sentence of Section 5.1 of the Development Agreement is hereby amended and restated to read in its entirety as follows:

“5.1 Permitted Uses: Except as provided herein, the Property shall be used and developed only for (i) residential, commercial and ancillary uses constituting the Project, or (ii) the Solar Power Generating Facility Use. Property Owner acknowledges that a Conditional Use Permit and related environmental analysis as required by CEQA must be obtained if the Property is used for the Solar Power Generating Facility Use (“Solar Power CUP”).”

4. Section 5.6.3 of Development Agreement. The phrase in Section 5.6.3 of the Development Agreement which reads “so long as the Project is planned as an integrated master planned community development as contemplated by the Existing Approvals and the provisions of this Development Agreement” is hereby deleted and replaced with the phrase “so long as the Project is planned (i) as an integrated master planned community development as contemplated by the Existing Approvals and the provisions of this Development Agreement or (ii) for the Solar Power Generating Facility Use as contemplated by the provisions of this Development Agreement.”

5. City Change of General Plan and Zoning Designations. Property Owner acknowledges that following the commencement of material physical construction on the Property of the solar power generating facility contemplated by, and for the purpose of utilizing the Property for, the Solar Power Generating Facility Use approved pursuant to the Solar Power CUP, City shall have the right to unilaterally (upon thirty (30) days’ prior written notice to Property Owner) change the General Plan land use designation of the Property to Non-Urban Residential (NU), and to change the zoning of the Property to RR-2.5 (Rural Residential, minimum lot size of 2.5 acres). For the avoidance of doubt, the issuance of a Solar Power CUP shall not itself permit the City to unilaterally change the General Plan land use designation or zoning of the Property as described above.

6. Existing Approvals. Nothing in this Amendment shall amend, modify or change the Existing Approvals in any manner whatsoever.

7. Authority; Recording. By executing this Amendment, City represents and warrants to Property Owner that all governmental and other approvals necessary in connection for this Amendment to constitute a valid and binding amendment to the Development Agreement have been obtained, and that City has the unrestricted right and authority to execute this Amendment. This Amendment shall be recorded in the Official Records of Los Angeles County, California.

8. Full Force and Effect. Except as modified by the foregoing, all the terms and conditions of the Development Agreement shall remain in full force and effect.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

“*City*”

THE CITY OF LANCASTER, a municipal corporation

By: _____

Name:

Title:

Attest:

City Clerk

Approved as to form:

City Attorney

“*Property Owner*”

DEL SUR RANCH LLC, a California limited liability company

By: _____

Name:

Title:

[Signature Page to Amendment No. ____ to Development Agreement]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2012 before me, _____ personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

WITNESS my hand and official seal.

Notary Public in and for said County and State

My Commission Expires:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2012 before me, _____ personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

WITNESS my hand and official seal.

Notary Public in and for said County and State

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Order Number: 3365140 (tc)

Page Number: 7

LEGAL DESCRIPTION

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

A PORTION OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 6; THENCE SOUTH 00° 17' 33" EAST ALONG THE WEST LINE OF SECTION 6, A DISTANCE OF 380.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 42' 48" EAST A DISTANCE OF 1284.96 FEET; THENCE SOUTH 00° 17' 12" EAST A DISTANCE OF 742.01 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 89° 59' 39"; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 1099.49 FEET; THENCE SOUTH 89° 42' 27" WEST A DISTANCE OF 584.89 FEET TO THE WEST LINE OF SECTION 6; THENCE NORTH 00° 17' 33" WEST ALONG SAID SECTION LINE A DISTANCE OF 1442.07 FEET TO THE TRUE POINT OF BEGINNING.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT AS "EXHIBIT B2", RECORDED JUNE 11, 1992 AS INSTRUMENT NO. 92-1059215, OFFICIAL RECORDS.

APN: 3219-016-027

LEGAL DESCRIPTION

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

PARCEL 1:

A PORTION OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 01° 39' 15" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 2626.90 FEET TO THE CENTER OF SECTION 6; THENCE NORTH 89° 45' 26" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 987.43 FEET; THENCE SOUTH 01° 39' 15" EAST A DISTANCE OF 2645.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 6, THENCE SOUTH 89° 46' 01" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 987.59 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 89° 45' 52" WEST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 2604.99 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 6 NORTH 00° 18' 58" WEST A DISTANCE OF 2016.10 FEET TO THE SOUTHWEST CORNER OF CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT NO. REQUEST FOR WAIVER PARCEL MAP NO. 22448, EXHIBIT C1, INSTRUMENT NO. 92-1059213; THENCE NORTH 00° 18' 58" WEST ALONG THE WESTERLY LINE OF SAID EXHIBIT C1 A DISTANCE OF 40.00 FEET; THENCE ALONG THE WESTERLY LINE OF SAID EXHIBIT C1 NORTH 00° 18' 09" WEST A DISTANCE OF 1390.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID EXHIBIT C1; THENCE ALONG SAID NORTHERLY LINE BEARING NORTH 89° 42' 27" EAST A DISTANCE OF 584.89 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 89° 59' 39"; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 1099.49 FEET; THENCE NORTH 00° 17' 12" WEST A DISTANCE OF 1122.01 FEET TO THE NORTH LINE OF SECTION 6; THENCE NORTH 89° 42' 48" EAST ALONG SAID NORTH LINE A DISTANCE OF 1195.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT FROM THE WEST HALF OF THE SOUTHEAST QUARTER ONE-HALF OF ALL OIL, GAS, AND OTHER HYDROCARBONS AND OTHER MINERALS IN AND UNDER SAID LAND, AS RESERVED BY RUTH MYRTLE GRAU, IN DEED REGISTERED JANUARY 20, 1954 AS INSTRUMENT NO. 881 WEST, AS TO THE SOUTH HALF OF SAID PARCEL, AND AS RESERVED BY ARTHUR BENJAMIN VENBERG IN DEED REGISTERED JANUARY 20, 1954 AS INSTRUMENT NO. 883 WEST, AS TO THE NORTH HALF OF SAID PARCEL.

THIS LEGAL IS MADE PURSUANT TO THAT CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT - LLA NO. 93-06 AS "ADJUSTED PARCEL 1"; RECORDED APRIL 20, 1994 AS INSTRUMENT NO. 94-765213, OFFICIAL RECORDS.

PARCEL 1A:

AN EASEMENT FOR DRAINAGE OVER THE WESTERLY 100 FEET OF ADJUSTED PARCEL 2, SHOWN AS EXHIBIT B2, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT - LLA 93-06, RECORDED ON APRIL 20, 1994 AS INSTRUMENT NO. 94-765213, OF

OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES:

SHOWN AS PARCEL 1 OF INSTRUMENT NO. 99-1153043, OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 1B:

AN EASEMENT FOR ROAD AND UTILITY OVER THE NORTHERLY 40 FEET AND THE EASTERLY 50 FEET OF ADJUSTED PARCEL 2, SHOWN AS EXHIBIT B2, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT - LLA 93-06, RECORDED ON APRIL 20, 1994 AS INSTRUMENT NO: 94-765213, OF OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES.

AN EASEMENT OVER THE SOUTHERLY 32 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6 AND THE NORTHERLY 32 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, SAID 32 FOOT STRIP IS BOUNDED ON THE EAST AND THE WEST BY THE EASTERLY AND WESTERLY LINES OF SAID ADJUSTED PARCEL 2.

BOTH ARE SHOWN AS PARCEL 2A OF INSTRUMENT NO. 99-1153043, OF OFFICIAL RECORDS OF SAID COUNTY.

AN EASEMENT OVER THE MOST SOUTHERLY 50 FEET OF ADJUSTED PARCEL 2, SHOWN AS EXHIBIT B2, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT - LLA 93-06, RECORDED ON APRIL 20, 1994 AS INSTRUMENT NO. 94-765213, OF OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES.

SHOWN AS PARCEL 2B OF INSTRUMENT NO. 99-1153043, OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 1C:

AN EASEMENT FOR UTILITY OVER A 15 FOOT WIDE STRIP LYING WITHIN ADJUSTED PARCEL 2, SHOWN AS EXHIBIT B2, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT - LLA 93-06, RECORDED ON APRIL 20, 1994 AS INSTRUMENT NO. 94-765213, OF OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES, LYING 15 FEET NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID ADJUSTED PARCEL 2; THENCE, SOUTH 01°39'15" EAST ALONG THE WESTERLY LINE OF SAID PARCEL, 297.59 FEET TO A POINT THAT IS 297.50 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, NORTH 89°45'26" EAST, PARALLEL WITH SAID NORTH LINE, 1433.24 FEET TO A POINT THAT IS 187 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE, NORTH 44°45'26" EAST 187.34 FEET TO A POINT THAT IS 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR FORESHORTENED SO TO TERMINATE ALONG THE WEST LINE OF SAID PARCEL AND EASTERLY TO A LINE 50 FEET WESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL.

SHOWN AS PARCEL 4 OF INSTRUMENT NO. 99-1153043, OF OFFICIAL RECORDS OF SAID COUNTY.

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PARCEL 1D:

AN EASEMENT FOR DRAINAGE OVER THE SOUTHERLY 100 FEET OF THE NORTHERLY 140 FEET OF ADJUSTED PARCEL 2, SHOWN AS EXHIBIT B2, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT - LLA 93-06, RECORDED ON APRIL 20, 1994 AS INSTRUMENT NO. 94-765213, OF OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE EASTERLY 50 FEET OF SAID PARCEL 2.

SHOWN AS PARCEL 5 OF INSTRUMENT NO. 99-1153043, OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 3219-017-020 and 3219-016-030

Order Number: 3365145 (tc)

Page Number: 8

LEGAL DESCRIPTION

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

A PORTION OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 6 SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 42' 48" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1285.00 FEET; THENCE SOUTH 00° 17' 12" EAST A DISTANCE OF 380.00 FEET; THENCE SOUTH 89° 42' 48" WEST A DISTANCE OF 1284.96 FEET TO THE WEST LINE OF SAID SECTION 6; THENCE NORTH 00° 17' 33" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, A DISTANCE OF 380.00 FEET TO THE TRUE POINT OF BEGINNING.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT AS "EXHIBIT B2", RECORDED JUNE 11, 1992 AS INSTRUMENT NO. 92-1059213, OFFICIAL RECORDS.

APN: 3219-016-031

LEGAL DESCRIPTION

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

A PORTION OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1, POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 05' 04" EAST ALONG THE NORTHERLY LINE OF SAID SECTION, A DISTANCE OF 1312.33 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF LOT 2 OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREE 14' 19" EAST A DISTANCE OF 1299.24 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 1; THENCE SOUTH 49 DEGREES 38' 32" WEST A DISTANCE OF 85.00 FEET; THENCE SOUTH 09 DEGREES 21' 19" WEST A DISTANCE OF 90.00 FEET; THENCE SOUTH 17 DEGREES 41' 47" EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 62 DEGREES 29' 43" WEST A DISTANCE OF 135.00 FEET; THENCE SOUTH 67 DEGREES 43' 41" WEST A DISTANCE OF 178.00 FEET; THENCE SOUTH 23 DEGREES 49' 01" EAST A DISTANCE OF 25.00 FEET; THENCE SOUTH 63 DEGREES 20' 13" WEST A DISTANCE OF 134.00 FEET; THENCE NORTH 79 DEGREES 50' 09" WEST A DISTANCE OF 65.00 FEET; THENCE SOUTH 63 DEGREES 42' 26" WEST A DISTANCE OF 490.00 FEET; THENCE SOUTH 82 DEGREES 00' 14" WEST A DISTANCE OF 211.97 FEET; THENCE SOUTH 89 DEGREES 48' 58" WEST A DISTANCE OF 170.00 FEET TO THE CENTER LINE OF SAID SECTION 1; THENCE NORTH 00 DEGREE 11' 02" WEST ALONG THE CENTER LINE OF SECTION 1, A DISTANCE OF 2013.44 FEET TO THE TRUE POINT OF BEGINNING.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT AS "EXHIBIT B1" RECORDED JUNE 11, 1992 AS INSTRUMENT NO. 92-1059214 OF OFFICIAL RECORDS.

APN: 3265-005-001 and 3265-007-025

Order Number: 3365138 (tc)

Page Number: 7

LEGAL DESCRIPTION

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

A PORTION OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 1 SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH $00^{\circ} 11' 02''$ WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2593.85 FEET; THENCE NORTH $89^{\circ} 48' 58''$ EAST A DISTANCE OF 253.00 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF $29^{\circ} 50' 10''$; THENCE EASTERLY ALONG SAID CURVE A DISTANCE OF 421.80 FEET; THENCE SOUTH $60^{\circ} 20' 52''$ A DISTANCE OF 409.50 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2040.00 FEET AND A CENTRAL ANGLE OF $12^{\circ} 01' 34''$; THENCE EASTERLY ALONG SAID CURVE A DISTANCE OF 428.19 FEET; THENCE SOUTH $17^{\circ} 37' 34''$ WEST A DISTANCE OF 16.59 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF $33^{\circ} 27' 52''$; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 408.85 FEET; THENCE SOUTH $15^{\circ} 50' 18''$ EAST A DISTANCE OF 1160.52 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF $19^{\circ} 29' 23''$; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 204.10 FEET; THENCE SOUTH $31^{\circ} 05' 12''$ WEST A DISTANCE OF 29.24 FEET; THENCE SOUTH $39^{\circ} 58' 57''$ WEST A DISTANCE OF 29.12 FEET; THENCE SOUTH $00^{\circ} 14' 08''$ EAST A DISTANCE OF 326.09 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 1; THENCE SOUTH $89^{\circ} 52' 03''$ WEST ALONG SAID SOUTH LINE A DISTANCE OF 1689.95 FEET TO THE TRUE POINT OF BEGINNING.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT, AS "EXHIBIT B2" RECORDED JUNE 11, 1992 AS INSTRUMENT NO. 92-1059214 OFFICIAL RECORDS.

APN: 3265-007-023

LEGAL DESCRIPTION

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

A PORTION OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIÁN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, THENCE SOUTH 89° 52' 03" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 945.58 FEET; THENCE NORTH 00° 14' 08" WEST A DISTANCE OF 326.09 FEET; THENCE NORTH 39° 58' 57" EAST A DISTANCE OF 29.12 FEET; THENCE NORTH 31° 05' 12" EAST A DISTANCE OF 29.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 19° 29' 23" SAID POINT HAVING A BEARING OF NORTH 86° 20' 55" WEST TO THE CENTER OF THE CURVE; THENCE NORTHERLY ALONG SAID CURVE A DISTANCE OF 204.10 FEET; THENCE TANGENTIALLY NORTH 15° 50' 18" WEST A DISTANCE OF 1160.52 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 33° 27' 52"; THENCE NORTHERLY ALONG SAID CURVE A DISTANCE OF 408.85 FEET; THENCE NORTH 17° 37' 34" EAST A DISTANCE OF 16.59 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2040.00 FEET AND A CENTRAL ANGLE OF 17° 56' 32"; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 638.83 FEET; THENCE NORTH 89° 41' 02" EAST A DISTANCE OF 600.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00° 18' 58" EAST ALONG SAID EAST LINE A DISTANCE OF 2016.10 FEET TO THE TRUE POINT OF BEGINNING.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT, AS "EXHIBIT B3", RECORDED JUNE 11, 1992 AS INSTRUMENT NO. 92-1059214 OF OFFICIAL RECORDS.

APN: 3265-007-024

LEGAL DESCRIPTION

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

A PORTION OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EASTERLY HALF OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 38' 41" EAST A DISTANCE OF 1313.47 FEET TO THE EAST LINE OF SECTION 1, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 OF THE NORTHEAST QUARTER SECTION 1 AND DISTANCE SOUTHERLY 1312.07 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 00 DEGREE 17' 33" EAST ALONG THE EAST LINE OF SECTION 1, 510.00 FEET; THENCE SOUTH 89 DEGREES 42' 27" WEST A DISTANCE OF 760.00 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 58' 49"; THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 430.87 FEET; THENCE SOUTH 51 DEGREES 43' 38" WEST A DISTANCE OF 526.48 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 750.00 AND A CENTRAL ANGLE OF 22 DEGREES 04' 30"; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 288.96 FEET; THENCE SOUTH 29 DEGREES 39' 08" WEST A DISTANCE OF 343.38 FEET; THENCE NORTH 60 DEGREES 20' 52" WEST A DISTANCE OF 45.00 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES 50' 10"; THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 421.80 FEET; THENCE SOUTH 89 DEGREES 48' 58" WEST A DISTANCE OF 253.00 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 1; THENCE NORTH 00 DEGREE 11' 02" WEST ALONG SAID WEST LINE A DISTANCE OF 625.00 FEET; THENCE NORTH 89 DEGREES 48' 58" EAST A DISTANCE OF 170.00 FEET; THENCE NORTH 82 DEGREES 00' 14" EAST A DISTANCE OF 211.97 FEET; THENCE NORTH 63 DEGREES 42' 26" EAST A DISTANCE OF 490.00 FEET; THENCE SOUTH 79 DEGREES 50' 09" EAST A DISTANCE OF 65.00 FEET; THENCE NORTH 63 DEGREES 20' 13" EAST A DISTANCE OF 134.00 FEET; THENCE NORTH 23 DEGREES 49' 01" WEST A DISTANCE OF 25.00 FEET; THENCE NORTH 67 DEGREES 43' 41" EAST A DISTANCE OF 178.00 FEET; THENCE NORTH 62 DEGREES 29' 43" EAST A DISTANCE OF 135.00 FEET; THENCE NORTH 17 DEGREES 41' 47" WEST A DISTANCE OF 150.00 FEET; THENCE NORTH 09 DEGREES 21' 19" EAST A DISTANCE OF 90.00 FEET; THENCE NORTH 49 DEGREES 38' 32" EAST A DISTANCE OF 85.00 FEET TO THE TRUE POINT OF BEGINNING.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT, AS "EXHIBIT B1" RECORDED JUNE 11, 1992 AS INSTRUMENT NO. 92-1059215, OFFICIAL RECORDS.

APN: 3265-007-026

LEGAL DESCRIPTION

Real property in the City of Lancaster, County of Los Angeles, State of California, described as follows:

A PORTION OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 1; THENCE SOUTH 00 DEGREE 17' 33" EAST A DISTANCE OF 510.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 1 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREE 18' 09" EAST A DISTANCE OF 1390.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 1; THENCE SOUTH 00 DEGREE 18' 58" EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 89 DEGREES 41' 02" WEST A DISTANCE OF 600.00 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2040.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES 58' 06"; THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 1067.01 FEET; THENCE NORTH 60 DEGREES 20' 52" WEST A DISTANCE OF 364.50 FEET; THENCE NORTH 29 DEGREES 39' 08" EAST A DISTANCE OF 343.38 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 22 DEGREES 04' 30"; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 288.96 FEET; THENCE NORTH 51 DEGREES 43' 38" EAST A DISTANCE OF 526.48 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 58' 49"; THENCE EASTERLY ALONG SAID CURVE A DISTANCE OF 430.87 FEET; THENCE NORTH 89 DEGREES 42' 27" EAST A DISTANCE OF 760.00 FEET TO THE TRUE POINT OF BEGINNING.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT, AS "EXHIBIT B3", RECORDED JUNE 11, 1992 AS INSTRUMENT NO. 92-1059215, OFFICIAL RECORDS.

APN: 3265-007-027

PLANNING COMMISSION ACTION:

APPROVED (7-0-0-0)

AGENDA ITEM: 5.

DATE: 05-21-12

STAFF REPORT

DEVELOPMENT AGREEMENT NO. 89-01 AM

DATE: May 21, 2012

TO: Lancaster Planning Commission

FROM: Planning Department *BL*

APPLICANT: Del Sur Greenworks, LLC

LOCATION: 664± gross acres generally bounded by Avenue H, Avenue G, 93rd Street West and 105th Street West

REQUEST: Amend various sections of Development Agreement No. 89-01 AM to allow for the development of commercial scale photovoltaic solar facilities with a Conditional Use Permit

RECOMMENDATION: Adopt Resolution No. 12-12, recommending to the City Council approval of an ordinance amending Development Agreement No. 89-01 AM to allow for the development of commercial scale photovoltaic solar facilities with a Conditional Use Permit.

BACKGROUND: The Del Sur Ranch project was originally approved by the City of Lancaster in February 1990. Development Agreement 89-01 became effective on April 17, 1990, and established certain time frames and requirements for the development of the project. This Development Agreement has been amended several times to incorporate changes in the project description, General Plan designations, zoning, and the subdivision map. Currently, the Development Agreement on the subject property has an expiration date of October 17, 2018.

PUBLIC IMPROVEMENTS: There are minimal public improvements in the area. Avenue G, 90th Street West and 110th Street West are paved with two travel lanes in the vicinity of the project site. Avenue H is paved from 90th Street West eastward; however, along the southern boundary of the project site it exists as an unimproved dirt road. Urban services and utility systems are currently very limited in the vicinity of the project site.

ENVIRONMENTAL REVIEW: The amendment to the Development Agreement is covered by the Final Environmental Impact Report for the City of Lancaster General Plan (SCH#2007111003). In the event that a Conditional Use Permit application is filed for a solar development on the subject property, additional environmental review subject to the California Environmental Quality Act (CEQA) shall be conducted.

LEGAL NOTICE: Notice of Public Hearing was mailed to all property owners within a 1,500-foot radius of the project, posted in three places, posted on the subject property, and noticed in a newspaper of general circulation per prescribed procedure.

ANALYSIS: The applicant, Del Sur Greenworks, LLC, is requesting an amendment to Development Agreement 89-01 AM to allow for the development of photovoltaic (PV) solar generating facilities on the subject property with a conditional use permit. The existing approvals and Development Agreement on the subject property allow for the construction of approximately 1,925 single family residential dwelling units, park facilities (including a lake), schools, and a fire station. The General Plan designation on the property is predominantly Urban Residential (UR) with minimal amounts of Open Space (O), P (Public Use), and C (Commercial). The corresponding zoning is a mix of R-10,000 (single family residential, minimum lot size 10,000 square feet) and R-7,000 (single family residential, minimum lot size 7,000 square feet), PK (Park), S (School), and CPD (Commercial Planned Development). The existing general plan designations and zoning do not allow for the construction of photovoltaic (PV) solar electric generating facilities.

The proposed amendment to the Development Agreement would establish solar power generating facilities as an allowable use with a conditional use permit without changing the existing zoning. A solar power generating facility is defined by the proposed amendment as “use of the Property for the commercial production, generation, and sale of energy derived from solar resources, and uses incidental or ancillary thereto ...” This includes but is not limited to “constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, any new, existing, additional or repowered (i) buildings and parking areas; (ii) solar power generating equipment, inverters, mounting and tracking systems, monitoring systems, solar collectors, and solar energy conversion systems of any type or technology; (iii) transmission facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, conduits, foundations, footings, towers, poles, crossarms, guy lines, anchors and wires; (iv) overhead and underground control, communications and radio relay systems; (v) substations, power blocks, interconnection and/or switching facilities and electric transformers; (vi) energy storage facilities; (vii) sunlight measurement, research or development equipment; (viii) water pipelines and pumping facilities; (ix) control, maintenance and administration buildings; (x) utility installations; (xi) safety protection facilities; (xii) laydown areas and maintenance yards; (xiii) roads, road-related structures and erosion control facilities; (xiv) signs and fences; and (xv) other improvements, facilities, machinery and equipment in any way related to or associated with any of the foregoing on the Property.”

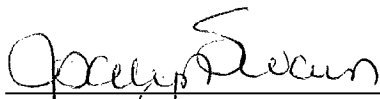
In the event that a solar application (CUP) is filed and approved for the subject property, the Development Agreement amendment would also allow the City to unilaterally redesignate and rezone the subject property once construction has started. The property would be redesignated and rezoned to Non-Urban Residential (NU) and RR-2.5 (rural residential, minimum lot size 2.5 acres). This designation and zoning would be the same as the surrounding properties, and compatible with the designations in the adjacent unincorporated areas.

The City of Lancaster has determined that the development and use of alternative energy is

beneficial to the community, and this determination is evident in the decisions made by the City Council. This is evident in City's solar/wind energy programs and ordinances. Additionally, the City's General Plan has several objectives/policies pertaining to alternative energy. These objectives/policies address the need to develop new sources of energy as well as reduce energy consumption. The proposed amendment to the Development Agreement is consistent with the City's goals as addressed in Policy 3.6.6, "Consider and promote the use of alternative energy such as wind energy and solar energy" and Specific Action 3.6.6(a), "Work with utility companies and private enterprises in their efforts to incorporate alternative energy resources including...solar energy".

The subject property is located in an area that has many proposed and approved alternative energy projects due to the availability of large amounts of undeveloped, fallow agricultural land and proximity to existing and planned transmission lines. Additionally, future development of the subject with solar facilities would help to achieve the City's and State's goals with respect to renewable energy. Therefore, staff is recommending that the Planning Commission recommend to the City Council adoption of an ordinance amending Development Agreement 89-01 AM to allow solar electric generating facilities.

Respectfully submitted,



Jocelyn Swain, Associate Planner - Environmental

cc: Del Sur Greenworks, LLC
Larwin

RESOLUTION NO. 12-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LANCASTER, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AN AMENDMENT TO DEVELOPMENT AGREEMENT NO. 89-01 AM

WHEREAS, pursuant to Section 65864 et. seq. of the Government Code of the State of California, the City of Lancaster and Del Sur Ranch, LLC previously entered into Development Agreement 89-01 for the Del Sur Ranch project; and

WHEREAS, solar power generating facilities are not an allowable use under the current zoning of the subject property; and

WHEREAS, notice of intention to consider the amendment of the development agreement for the subject property was given as required in Section 65867 of the Government Code of the State of California; and

WHEREAS, public hearing was held before the Lancaster Planning Commission on May 21, 2012, regarding the proposed development agreement amendment; and

WHEREAS, the Planning Commission reviewed and concurred that the amendment to the development agreement is covered by the Final Environmental Impact Report for the City of Lancaster General Plan (SCH #2007111003), and recommended to the City Council approval of this development agreement; and

WHEREAS, this Commission hereby adopts the following findings in support of approval of this application:

1. The proposed development agreement amendment is consistent with the adopted General Plan, because it will facilitate implementation of the following objective and policy of the General Plan:

“Encourage efficient use of energy resources through the promotion of efficient land use patterns and the incorporation of energy conservation practices into new and existing development, and appropriate use of alternative energy.” (Objective 3.6)

“Consider and promote the use of alternative energy such as wind energy and solar energy.” (Policy 3.6.6)

2. The proposed development agreement amendment is consistent with the surrounding rural residential land uses and zoning designations.
3. The proposed development agreement amendment will not be detrimental to the public health, safety, and general welfare, because any future solar development

on the subject property would be less intensive than the uses (residential, commercial) currently approved for the subject property.

4. The potential environmental effects of the development agreement amendment are adequately identified in the certified Final EIR for the Lancaster General Plan. Any future solar application on the subject property would undergo environmental review per the requirements of the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED:

1. This Commission hereby recommends to the City Council approval of the amendment to Development Agreement No. 89-01 AM as shown in Exhibit "A".

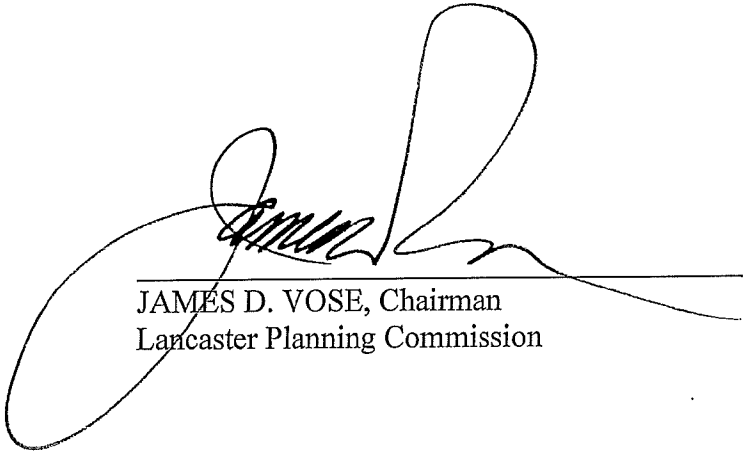
PASSED, APPROVED and ADOPTED this 21ST day of May 2012, by the following vote:

AYES: Commissioners Cook, Hall, Harvey, Malhi, Terracciano, Vice Chairman Jacobs, and Chairman Vose.

NOES: None.

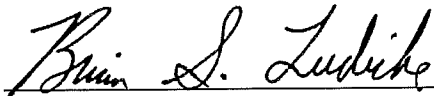
ABSTAIN: None.

ABSENT: None.



JAMES D. VOSE, Chairman
Lancaster Planning Commission

ATTEST:



BRIAN S. LUDICKE, Planning Director
City of Lancaster

90th Street West

©1997-2006 AirPhotoUSA

DA 89-01 AM

100th Street West

Avenue G

Avenue F



110th Street West

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER,
CALIFORNIA, AMENDING DEVELOPMENT AGREEMENT
NO. 89-01 BETWEEN THE CITY OF LANCASTER AND DEL
SUR RANCH, LLC, TO INCLUDE SOLAR POWER
GENERATING FACILITIES

WHEREAS, pursuant to Section 65864 et. seq. of the Government Code of the State of California, the City of Lancaster and Del Sur Ranch, LLC previously entered into Development Agreement No. 89-01 for the Del Sur Ranch project; and

WHEREAS, solar power generating facilities are not an allowable use under the current zoning of the subject property; and

WHEREAS, notice of intention to consider the amendment of the development agreement for the subject property was given as required in Section 65867 of the Government Code of the State of California; and

WHEREAS, public hearing was held before the Lancaster Planning Commission on May 21, 2012, regarding the proposed development agreement amendment; and

WHEREAS, the Planning Commission reviewed and concurred that the amendment to the development agreement is covered by the Final Environmental Impact Report for the City of Lancaster General Plan (SCH #2007111003), and recommended to the City Council approval of this development agreement amendment; and

WHEREAS, the City Council hereby makes the following findings in support of the Development Agreement Amendment:

1. The proposed development agreement amendment is consistent with the adopted General Plan, because it will facilitate implementation of the following objective and policy of the General Plan:

“Encourage efficient use of energy resources through the promotion of efficient land use patterns and the incorporation of energy conservation practices into new and existing development, and appropriate use of alternative energy.” (Objective 3.6)

“Consider and promote the use of alternative energy such as wind energy and solar energy.” (Policy 3.6.6)

2. The proposed development agreement amendment is consistent with the surrounding rural residential land uses and zoning designations.

3. The proposed development agreement amendment will not be detrimental to the public health, safety, and general welfare, because any future solar development on the subject property would be less intensive than the uses (residential, commercial) currently approved for the subject property.
4. The potential environmental effects of the development agreement amendment are adequately identified in the certified Final EIR for the Lancaster General Plan. Any future solar application on the subject property would undergo environmental review per the requirements of the California Environmental Quality Act.

THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The City Council hereby approves Development Agreement No. 89-01 AM as contained in Exhibit "A".

Section 2. That the City Clerk shall certify to the passage of this Ordinance, and will see that it is published and posted in the manner required by law.

I, Geri K. Bryan, CMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the ____ day of _____, 2012, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

GERI K. BRYAN, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

Ordinance No.

Page 3

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster,
California, do hereby certify that this is a true and correct copy of the original Ordinance
No. _____, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this
_____ day of the _____, _____.

(seal)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDER'S USE ONLY

AMENDMENT NO. ____ TO DEVELOPMENT AGREEMENT

This Amendment No. __ to Development Agreement (this "**Amendment**") is made and effective as of May __, 2012 (the "**Effective Date**"), by and among The City of Lancaster, a municipal corporation ("**City**"), and Del Sur Ranch LLC, a California limited liability company ("**Property Owner**"), and constitutes a ____ amendment to that certain Development Agreement dated April 11, 1990 by and between City and The Larwin Company (predecessor-in-interest to Property Owner) and recorded in the Official Records of Los Angeles County (the "Official Records"), California on __ __, 1990 as Instrument No. 90-1153983, as amended by that certain unrecorded Amendment to Development Agreement dated May 20, 1996, as further amended by that certain [unrecorded] Amendment to Development Agreement dated January 11, 2000, as further amended by that certain [unrecorded] Amendment to Development Agreement dated January 14, 2003, and as further amended by that certain Operating Memorandum dated as of on or about August 30, 2010 and recorded in the Official Records on September 10, 2010 as Instrument No. 20101276502, (as so amended, the "**Development Agreement**"), with reference to the following:

RECITALS

A. Del Sur Ranch LLC is the current "Property Owner" under and pursuant to the Development Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Development Agreement.

B. The legal description of the Property subject to the Development Agreement is set forth on Exhibit A attached hereto.

C. City and Property Owner desire to amend the Development Agreement to add the Solar Power Generating Facility Use (as defined below) as an additional permitted use of the Property under the Development Agreement, and to make certain additional amendments, all as described below.

NOW, THEREFORE, for and in consideration of the covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Development Agreement as follows:

AGREEMENT

1. Solar Power Generating Facility Use. The phrase "Solar Power Generating Facility Use", as used herein and in the Development Agreement, shall mean the use of the Property for the commercial production, generation, and sale of energy derived from solar resources, and uses incidental or ancillary thereto, including without limitation the following uses: constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, repairing, using and

operating, any new, existing, additional or repowered (i) buildings and parking areas; (ii) solar power generating equipment, inverters, mounting and tracking systems, monitoring systems, solar collectors, and solar energy conversion systems of any type or technology; (iii) transmission facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, conduits, foundations, footings, towers, poles, crossarms, guy lines, anchors and wires; (iv) overhead and underground control, communications and radio relay systems; (v) substations, power blocks, interconnection and/or switching facilities and electric transformers; (vi) energy storage facilities; (vii) sunlight measurement, research or development equipment; (viii) water pipelines and pumping facilities; (ix) control, maintenance and administration buildings; (x) utility installations; (xi) safety protection facilities; (xii) laydown areas and maintenance yards; (xiii) roads, road-related structures and erosion control facilities; (xiv) signs and fences; and (xv) other improvements, facilities, machinery and equipment in any way related to or associated with any of the foregoing on the Property

2. Section 1.10 of Development Agreement. Section 1.10 of the Development Agreement is hereby amended and restated to read in its entirety as follows:

“1.10 Project: “Project” means (i) the development of the phased residential and commercial development of the Property known as the Del Sur Ranch master planned community and all related on-site and off-site improvements in conformance with the terms and limitations of this Agreement and as more particularly represented in the Site Plan which is Property Owner’s tentative map of the Property which is attached hereto as Exhibit “B”, the development of which shall include all mitigation measures imposed as part of the CEQA review process and as conditions to the issuance of Development Approvals, consistent with this Agreement, or (ii) the development of the Property for the Solar Power Generating Facility Use.”

3. Section 5.1 of Development Agreement. The first (1st) sentence of Section 5.1 of the Development Agreement is hereby amended and restated to read in its entirety as follows:

“5.1 Permitted Uses: Except as provided herein, the Property shall be used and developed only for (i) residential, commercial and ancillary uses constituting the Project, or (ii) the Solar Power Generating Facility Use. Property Owner acknowledges that a Conditional Use Permit and related environmental analysis as required by CEQA must be obtained if the Property is used for the Solar Power Generating Facility Use (“Solar Power CUP”).”

4. Section 5.6.3 of Development Agreement. The phrase in Section 5.6.3 of the Development Agreement which reads “so long as the Project is planned as an integrated master planned community development as contemplated by the Existing Approvals and the provisions of this Development Agreement” is hereby deleted and replaced with the phrase “so long as the Project is planned (i) as an integrated master planned community development as contemplated by the Existing Approvals and the provisions of this Development Agreement or (ii) for the Solar Power Generating Facility Use as contemplated by the provisions of this Development Agreement.”

5. City Change of General Plan and Zoning Designations. Property Owner acknowledges that following the commencement of material physical construction on the Property of the solar power generating facility contemplated by, and for the purpose of utilizing the Property for, the Solar Power Generating Facility Use approved pursuant to the Solar Power CUP, City shall have the right to unilaterally (upon thirty (30) days’ prior written notice to Property Owner) change the General Plan land use designation of the Property to Non-Urban Residential (NU), and to change the zoning of the Property to RR-2.5 (Rural Residential, minimum lot size of 2.5 acres). For the avoidance of doubt, the issuance of a Solar Power CUP shall not itself permit the City to unilaterally change the General Plan land use designation or zoning of the Property as described above.

6. Existing Approvals. Nothing in this Amendment shall amend, modify or change the Existing Approvals in any manner whatsoever.

7. Authority; Recording. By executing this Amendment, City represents and warrants to Property Owner that all governmental and other approvals necessary in connection for this Amendment to constitute a valid and binding amendment to the Development Agreement have been obtained, and that City has the unrestricted right and authority to execute this Amendment. This Amendment shall be recorded in the Official Records of Los Angeles County, California.

8. Full Force and Effect. Except as modified by the foregoing, all the terms and conditions of the Development Agreement shall remain in full force and effect.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

“City”

THE CITY OF LANCASTER, a municipal corporation

By: _____

Name:

Title:

Attest:

City Clerk

Approved as to form:

City Attorney

“Property Owner”

DEL SUR RANCH LLC, a California limited liability company

By: _____

Name:

Title:

[Signature Page to Amendment No. ____ to Development Agreement]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2012 before me, _____ personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

WITNESS my hand and official seal.

Notary Public in and for said County and State

My Commission Expires:

Exhibit A

Legal Description of Property