

## **Deal points for Alternative to the Terraces Development**

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**On December 9<sup>th</sup>, City staff introduces the following deal points to the City Council at a public meeting.**

**If Council agrees to proceed, it will instruct parties to prepare a draft Agreement that:**

- Mutually suspends the Terraces application, and
- Avoids litigation if the City approves the development as described below.

**Council also agrees to hold not more than two public hearings to consider the Agreement, on January 13 and January 22. At the end of the second public hearing, the Council can choose to reject or accept the Agreement. If it rejects the Agreement, the hearings for the Terraces of Lafayette project resume according to the amended schedule.**

***If, at the end of the January 22<sup>nd</sup> meeting, Council approves the Agreement, then:***

**Developer submits application for General Plan amendment and rezoning to rezone the 22.26-acre parcel to Planned Unit District (P-1) with these features:**

- A subdivision consisting of a minimum of 44 units; maximum of 45 market rate single family detached homes at Planning Commission / City Council discretion, with lot sizes of +/- 4,500 s.f. as generally shown on the attached "Concept Site Plan" dated December 3, 2013 and no portion of a building shall exceed 30 feet above finished grade.
- Private road leads to roundabout at western Deer Hill Road entrance.
- Berming, grading and landscaping will ensure that all structures are substantially concealed from Deer Hill Road.
- All structures, when complete, will be substantially concealed from Mt. Diablo Boulevard, Pleasant Hill Road, and the portions of Hwy 24 that are within the City's limits consistent with hillside subdivision regulations.
- Pedestrian / Bike bypass around southern perimeter.

**Parties enter into a Development Agreement for the development described above wherein:**

**Process**

-City agrees to process General Plan amendment, rezoning, preliminary and final development plan, subdivision map, development agreement, and environmental analysis concurrently.

-All plans and houses go through the standard City review process (Circ – DRC – PC – PTR - CC).

**Conditions**

-Developer is responsible for all standard fees and nexus-based conditions of approval (excluding park fees and requirements, as referenced below).

**Public Benefit**

-Developer installs pedestrian / Bike bypass around southern perimeter.

-City pays Developer \$1,816,504 for 13.6-acre "Parcel B".

-In lieu of parkland development / acquisition fees, developer is responsible for:

a. All engineering, architectural, and landscape architect fees; all grading; installation of all below-ground utilities (such as drainage, sewer, water); and installing all landscaping on both Parcel A and Parcel B.

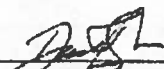
b. Building and installing the following facilities on Parcel B:

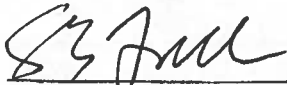
<i>Item</i>	<i>Estimated Max Cost</i>
All-Weather Artificial Turf Soccer / Lacrosse Field	\$1,000,000
Fencing for Soccer / Lacrosse Field	\$50,000
Parking lot with lighting and landscaping	\$600,000
Tot Lot	\$120,000
Restrooms	\$200,000
Dog Park turf, fencing, furniture	\$100,000

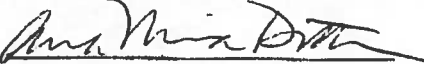
Accessible walkway	\$80,000
Total:	\$2,150,000

-Developer is responsible for the first \$1,816,504 of costs for the above-ground park facilities listed above. Costs between \$1,816,504 and \$2,150,000 are equally shared by the City and the Developer. Costs above \$2,150,000 are the City's responsibility.

*These parties agree to present these deal points in good faith to the City Council on December 9, 2013:*

  
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Dennis O'Brien David R. Baker, V.P.  
O'Brien Development

  
\_\_\_\_\_  
Steven Falk  
City of Lafayette

  
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Anna Maria Dettmer, as Trustee of the  
AMD Family Trust, as amended and  
restated on September 23, 2005