

shall be amended to include the terms and conditions of any discretionary entitlement granted with respect to the Property after the Effective Date.

15. **CITY's Good Faith in Processing.** Subject to the provisions of section 5.B. hereof, and LANDOWNER's compliance with each and every term and condition of this Agreement and all of its exhibits, CITY agrees that it will accept in good faith for processing, review, and action, all complete applications for master parcel maps, zoning, planned unit development designation, planned unit development guidelines, schematic plans, special permits, building permits, parcel maps, subdivision maps, or other entitlements for use of the Property in accordance with the General Plan, the NNCP and this Agreement.

CITY shall inform the LANDOWNER, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use in advance, and shall review said application and shall schedule the application for expeditious review by the appropriate authority.

16. **Default, Remedies, Termination.**

A. **General Provisions.** Subject to any extensions of time by mutual consent of the parties, and subject to the cure provisions set forth herein, any failure or unreasonable delay by either party to perform any material term or provision of this Agreement shall constitute a default.

(1) **LANDOWNER Default.** In addition to any other remedy specified herein, in the event that notice of default has been given in accordance with this section, wherein a default by LANDOWNER is alleged, CITY shall not be obligated to issue any building permit, or grant any entitlement as to which an application has been filed.

(2) **CITY Default.** In addition to any other remedy specified herein, in the event that notice of default has been given in accordance with this section, wherein a default by CITY is alleged, any resulting delays in LANDOWNER's performance caused by CITY's default shall not constitute a LANDOWNER default, or be grounds for termination or cancellation of this Agreement.

(3) **Successors in Interest.** Where the Property, following the Effective Date, has been lawfully conveyed in whole or in part to one or more successors in interest, in such a manner as to invoke the provisions of section 4 of this Agreement, and one or more of such successors in interest is in default with respect to the portion of the Property owned by it, neither LANDOWNER nor any other non-defaulting successor in interest shall be liable for the default, if the provisions of section 4 have been complied with, and in accordance with the terms and conditions of that section.

B. **Cure of Default.** In the event of an alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured and a reasonable period of time in which to cure, that shall in no event be less than thirty (30) days. During any such period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

C. **Remedies After Expiration of Cure Period.** After notice and expiration of the thirty (30) day period, if the alleged default has not been cured in the manner set forth in the notice, the other party may at its option:

(1) institute legal proceedings to obtain appropriate judicial relief, including but not limited to mandamus, specific performance, injunctive relief, or termination of this Agreement; or

(2) give the other party notice of intent to terminate this Agreement pursuant to Government Code Section 65868 and the Procedural Ordinance. In the event that such notice is given, CITY shall schedule the matter for public hearing before the City Council to review the matter and make specific written findings regarding the alleged default. Where LANDOWNER is the party alleged to be in default, LANDOWNER shall be afforded a reasonable opportunity to respond to all allegations of default at such public hearing. CITY shall provide LANDOWNER at least thirty (30) days prior written notice of such public hearing, as well as provide LANDOWNER copies of all CITY staff reports prepared in connection therewith at least five (5) days prior to the hearing.

17. **Annual Review.**

A. **General Provisions.** In accordance with Government Code Section 65865.1, and the Procedural Ordinance, CITY shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith compliance by LANDOWNER with the terms of this Agreement. Failure of CITY to conduct an annual review shall not constitute a waiver by CITY or LANDOWNER of the right to conduct future annual review or to otherwise enforce the provisions of this Agreement, nor shall a party have or assert any defense to such enforcement by reason of any such failure. The failure of CITY to undertake such review, shall not, in itself, invalidate the terms of this Agreement or excuse any party hereto from performing its obligations under this Agreement.

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B. **Scope of Review.** The annual review shall be limited in scope to compliance with the terms and conditions of this Agreement.

C. **Proceedings.** The procedures specified in the Procedural Ordinance for conduct of the annual review by the City Manager, and by the City Council, shall apply to each annual review of this Agreement. At least ten (10) days prior to the commencement of any annual review, CITY shall deliver to LANDOWNER a copy of any public staff reports and other documents to be used or relied upon in conducting the review. LANDOWNER shall be permitted an opportunity to respond to CITY's evaluation of LANDOWNER's performance by written and oral testimony at the public hearing to be held before the City Council, if LANDOWNER so elects.

At the conclusion of the annual review, CITY shall make written findings and determinations on the basis of substantial evidence, as to whether or not LANDOWNER or its successors have complied in good faith with the terms and conditions of this Agreement.

D. **Failure of Compliance.** Any determination of failure of compliance shall be subject to the notice requirements and cure periods set forth in section 16 of this Agreement. If termination is proposed, it shall apply solely with respect to that portion of the Property (if less than all) affected by the failure to show good faith compliance. If modification of the Development Agreement is proposed, the modification shall pertain solely to the provisions hereof as applicable to that portion of the Property (if less than all) affected by the condition that has prompted the proposed modification.

18. **Termination Upon Completion of Development.**

A. **General Provisions.** This Agreement shall terminate as to each parcel of property contained within the Property when that parcel of property has been fully developed and all

of LANDOWNER'S obligations in connection therewith are satisfied, as reasonably determined by CITY. CITY shall, upon written request made by LANDOWNER to CITY's Department of Planning and Development, determine if the Agreement has terminated, with respect to any parcel, and shall not unreasonably withhold termination as to that parcel if LANDOWNER'S obligations therewith are satisfied. CITY shall be entitled to receive payment of a fee commensurate with the cost of processing the request and making such a determination, including but not limited to CITY's administrative and legal expenses. Upon termination of this Agreement, CITY shall upon LANDOWNER's request record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. The aforesaid notice may specify, and LANDOWNER agrees, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement, by the North Natomas Financing Plan or any of the measures implementing said plan, and shall have the effect as set forth in section 18.C.

B. **Multi-family and Single Family Residential Projects.** This Agreement shall automatically terminate and be of no further force and effect as to any single family residence or multi-family building, and the lot or parcel upon which said residence or building is located, when it has been approved by CITY for occupancy.

C. **Effect Of Termination On Landowner Obligations.** Termination of this Agreement as to the Property or any portion thereof shall not affect any of the LANDOWNER's obligations to comply with CITY's General Plan, the NNCP, and all entitlements issued for the Property, nor shall it affect any other covenants of this Agreement specified in this Agreement to

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FOR CITY CLERK USE ONLY

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DATE ADOPTED: SEP 28 1999



Any party may change the address to which notices are to be mailed by giving written notice of such changed address to each other party in the manner provided herein.

21. **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 and the Procedural Ordinance. Provided, however, that if such holding affects a material provision of this Agreement, LANDOWNER shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to CITY; provided further, however, that in the event LANDOWNER so elects to terminate, such election shall not affect in any manner the terms and conditions of any entitlement theretofore granted by CITY with respect to the Property, or any portion thereof.

22. **Recording.** The City Clerk shall cause a copy of this Agreement to be recorded with the Sacramento County Recorder no later than ten (10) days following execution of this Agreement by CITY, which execution will take place no sooner than the effective date of the ordinance approving this Agreement.

23. **Reimbursement to CITY.** LANDOWNER agrees to reimburse the CITY for reasonable and actual expenses incurred by CITY that relate directly to CITY'S review, consideration and execution of this Agreement. Such expenses include but are not limited to recording fees, publishing fees and any special meeting costs, staff time (including review by the City Attorney), and

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CITY AGREEMENT NO.	<u>99-162</u>	DATE ADOPTED: <u>SEP 28 1999</u>

notice costs. Such expenses shall be paid by LANDOWNER within thirty (30) days of receipt of a detailed written statement of such expenses.

24. **Provisions Relating to Lenders.**

A. **Lender Rights and Obligations.**

(1) **Prior to Lender Possession.** No Lender shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion, and shall not be obligated to pay any fees or charges which are liabilities of LANDOWNER or LANDOWNER's successors in interest, but shall otherwise be bound by all of the terms and conditions of this Agreement, which pertains to the Property or such portion thereof in which it holds an interest. Nothing in this section shall be construed to grant to a Lender rights beyond those of LANDOWNER hereunder, or to limit any remedy CITY has hereunder in the event of default by LANDOWNER, including but not limited to termination and/or refusal to grant entitlements with respect to the Property.

(2) **Lender in Possession.** A Lender who comes into possession of the Property, or any portion thereof, pursuant to foreclosure of a mortgage or deed of trust, or a deed in lieu of foreclosure, shall not be obligated to pay any fees or charges which are obligations of LANDOWNER, and which remain unpaid as of the date such Lender takes possession of the Property or portion thereof. Provided, however, that a Lender shall not be eligible to apply for or receive entitlements with respect to the Property, or otherwise be entitled to develop the Property or devote the Property to any uses or to construct any improvements thereon other than the development contemplated or authorized by this Agreement and subject to all of the terms and conditions hereof,

including payment of all fees (delinquent, current and accruing in the future) and charges, and assumption of all obligations of LANDOWNER hereunder; provided, further, that no Lender, or successor thereof, shall be entitled to the rights and benefits of the LANDOWNER hereunder or entitled to enforce the provisions of this Agreement against CITY unless and until such Lender or successor thereof qualifies as a recognized assignee under the provisions of section 4 of this Agreement.

B. **Notice of LANDOWNER's Default Hereunder.** If CITY receives notice from a Lender requesting a copy of any notice of default given LANDOWNER hereunder and specifying the address for service thereof, then CITY shall deliver to such Lender, concurrently with service thereon to LANDOWNER, any notice given to LANDOWNER with respect to any claim by CITY that LANDOWNER has committed a default, and if CITY makes a determination of non-compliance, CITY shall likewise serve notice of such non-compliance on such Lender concurrently with service thereof on LANDOWNER.

C. **Lender's Right to Cure.** Each Lender shall have the right (but not the obligation) during the same period of time available to LANDOWNER to cure or remedy, on behalf of LANDOWNER, the default claimed or the areas of non-compliance set forth in CITY's notice. Such action shall not entitle a Lender to develop the property or otherwise partake of any benefits of this Agreement unless such Lender shall assume and perform all obligations of LANDOWNER hereunder.

D. **Other Notices Given By City.** A copy of all notices given by CITY pursuant to the terms of this Agreement shall be sent to Lender at the address provided in Section 20 hereof.

25. **Estoppel Certificate.** Either party may, at any time, and from time to time, deliver written notice to the other party requesting such other party to certify in writing that, to the knowledge

of the certifying party, (i) this Development Agreement is in full force and effect and a binding obligation of the parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by CITY establishing the status of this Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording party.

26. **Construction.** All parties have had the opportunity to be represented by legal counsel of their own choice in the preparation of this Development Agreement and no presumption or rule that "an ambiguity shall be construed against a drafting party" shall apply to the interpretation or enforcement of any provision hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain.

27. **Counterparts.** This Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the parties has executed such a counterpart.

28. **Time.** Time is of the essence of each and every provision hereof.

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29. **Limitation of Actions.** No court action shall be filed by a party to this Agreement on the ground of default or breach of its terms unless such action is filed within one hundred eighty (180) days from the date of discovery by the aggrieved party of the facts underlying the claim of breach or default.

30. **No Third Parties Benefitted.** No Person who is not a qualified successor or assign of a party hereto pursuant to section 4 of this Agreement, or who has not become a party by duly adopted amendment hereof may claim the benefit of any provision of this Agreement.

31. **Effect of Agreement Upon Title to Property.** In accordance with the provisions of Government Code Section 65868.5, from and after the time of recordation of this Agreement, the Agreement shall impart such notice thereof to all persons as is afforded by the recording laws of the State of California. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

32. **Covenant of Good Faith.** CITY and LANDOWNER agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement.

33. **Exhibits:** The following are the exhibits to this Agreement:

- A Legal Description of the Property
- B Landowner's Development Plan
- C Special Conditions
- D Assignment and Assumption Agreement
- E North Natomas Land Acquisition Program
- F Protest Waiver Form

G Irrevocable Offer of Dedication Form

H Map and Categorical Listing of Land and Infrastructure

34. **Entire Agreement.** This Agreement, together with its Exhibits A to H, inclusive, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the parties hereto to supersede all prior development agreements, if any, for the Property which may exist between CITY and LANDOWNER. The provisions of section 10.B. of this Agreement, relating to indemnification and defense of CITY, its officers, employees and agents, shall be applicable to any claim whatsoever against CITY, its officers, employees and agents, arising out of or in any way relating to any prior development agreement relating to the Property.

35. **City Attorney Costs.** Landowner shall pay to the City of Sacramento the sum of \$1,500.00 as and for reimbursement of the costs of the City Attorney in preparation and processing of this Agreement.

IN WITNESS WHEREOF, the CITY and LANDOWNER have executed this Development Agreement as of the date first set forth above.

CITY:

CITY OF SACRAMENTO,  
a Municipal Corporation

By: *Joe Serna, Jr.*  
FOR JOE SERNA, JR., MAYOR

ATTEST:

*Patricia A. Burrows*  
City Clerk

APPROVED AS TO FORM:

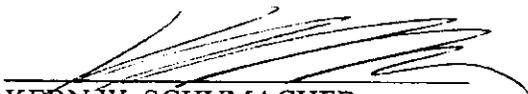
*[Signature]*  
City Attorney

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<b>FOR CITY CLERK USE ONLY</b>	
CITY AGREEMENT NO. <u>99-162</u>	ORDINANCE NO. <u>99-050</u>
	DATE ADOPTED: <u>SEP 28 1999</u>

LANDOWNER:

(As to Parcel 1)

By:   
KERN W. SCHUMACHER

(As to Parcel 2)

By:   
KERN W. SCHUMACHER

KERN W. SCHUMACHER TRUST FOR  
TROY W. SCHUMACHER, dated July 2,  
1979

By: \_\_\_\_\_  
MORRIS H. KULMER, Trustee

KERN W. SCHUMACHER TRUST FOR  
BROOKE A. SCHUMACHER, dated July 2,  
1979

By: \_\_\_\_\_  
CLAIRE NIELSEN, Trustee

By: \_\_\_\_\_  
MORRIS H. KULMER, Trustee

KERN W. SCHUMACHER TRUST FOR  
TODD M. SCHUMACHER, dated July 2,  
1979

By: \_\_\_\_\_  
CLAIRE NIELSEN, Trustee

By: \_\_\_\_\_  
MORRIS H. KULMER, Trustee

KERN W. SCHUMACHER TRUST FOR  
HOLLYE F. SCHUMACHER, dated July 2,  
1979

By: \_\_\_\_\_  
CLAIRE NIELSEN, Trustee

By: \_\_\_\_\_  
MORRIS H. KULMER, Trustee

By: \_\_\_\_\_  
TROY W. SCHUMACHER

By: \_\_\_\_\_  
CLAIRE NIELSEN, Trustee

By: \_\_\_\_\_  
TODD M. SCHUMACHER

LANDOWNER:

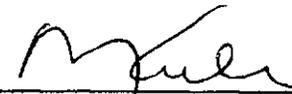
(As to Parcel 1)

By: \_\_\_\_\_  
KERN W. SCHUMACHER

(As to Parcel 2)

KERN W. SCHUMACHER TRUST FOR  
TROY W. SCHUMACHER, dated July 2,  
1979

By: \_\_\_\_\_  
KERN W. SCHUMACHER

By:   
MORRIS H. KULMER, Trustee

KERN W. SCHUMACHER TRUST FOR  
BROOKE A. SCHUMACHER, dated July 2,  
1979

By:   
CLAIRE NIELSEN, Trustee

By:   
MORRIS H. KULMER, Trustee

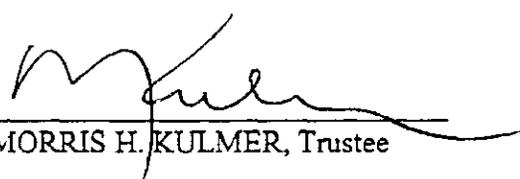
KERN W. SCHUMACHER TRUST FOR  
TODD M. SCHUMACHER, dated July 2,  
1979

By:   
CLAIRE NIELSEN, Trustee

By:   
MORRIS H. KULMER, Trustee

KERN W. SCHUMACHER TRUST FOR  
HOLLYE F. SCHUMACHER, dated July 2,  
1979

By:   
CLAIRE NIELSEN, Trustee

By:   
MORRIS H. KULMER, Trustee

By:   
TROY W. SCHUMACHER

By:   
CLAIRE NIELSEN, Trustee

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DATE ADOPTED: SEP 28 1999 340

LANDOWNER (continued):

By: Claire Nielsen  
CLAIRE NIELSEN, as custodian for  
Brooke A. Schumacher under the  
California Uniform Transfers to Minors Act

By: Claire Nielsen  
CLAIRE NIELSEN, as custodian for  
Hollye F. Schumacher under the  
California Uniform Transfers to Minors Act

(ATTACH APPROPRIATE ACKNOWLEDGMENTS)

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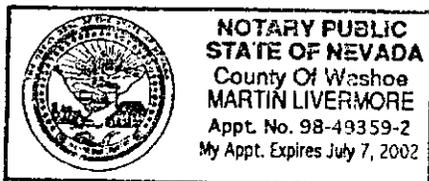
FOR CITY CLERK USE ONLY

CITY AGREEMENT NO. 99-162      ORDINANCE NO. 99-050  
DATE ADOPTED: SEP 28 1999 341

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State of Nevada )  
County of Washoe ) ss.

On this 22 day of September, 1999, before me Martin Livermore, a notary public, personally appeared Kern W. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.

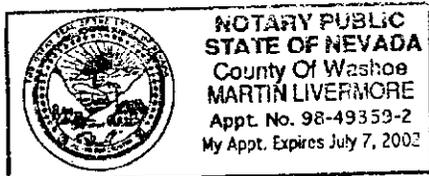


Martin Livermore  
Notary Public

My commission expires \_\_\_\_\_

State of Nevada )  
County of Washoe ) ss.

On this 22 day of September, 1999, before me Martin Livermore, a notary public, personally appeared Kern W. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.



Martin Livermore  
Notary Public

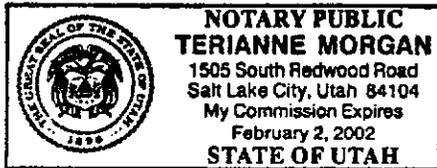
My commission expires \_\_\_\_\_

ORDINANCE NO. 99-050

SEP 28 1999

State of Utah )  
 ) ss.  
County of Salt Lake )

On this 20 day of September, 1999, before me Terianne Morgan,  
a notary public, personally appeared Morris H. Kulmer, Trustee for the Kern W.  
Schumacher Trust for Brooke A. Schumacher, as personally known to me to be the  
person whose name is subscribed to on this instrument, and acknowledged that he  
executed the same.



Terianne Morgan  
Notary Public

My commission expires

2-2-2002

State of Utah )  
 ) ss.  
County of Salt Lake )

On this 20 day of September, 1999, before me Terianne Morgan,  
a notary public, personally appeared Morris H. Kulmer, Trustee for the Kern W.  
Schumacher Trust for Hollye F. Schumacher, as personally known to me to be the  
person whose name is subscribed to on this instrument, and acknowledged that he  
executed the same.



Terianne Morgan  
Notary Public

My commission expires

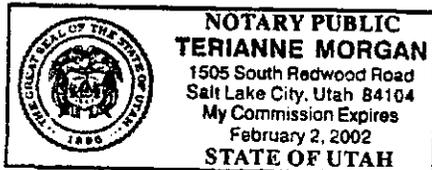
2-2-2002

ORDINANCE NO. 99-050

SEP 28 1999

State of Utah )  
 ) ss.  
County of Salt Lake )

On this 20 day of September, 1999, before me Terianne Morgan,  
a notary public, personally appeared Morris H. Kulmer, Trustee for the Kern W.  
Schumacher Trust for Troy W. Schumacher, as personally known to me to be the person  
whose name is subscribed to on this instrument, and acknowledged that he executed  
the same.



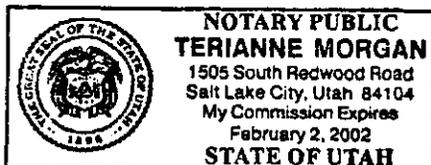
Terianne Morgan  
Notary Public

My commission expires

2-2-2002

State of Utah )  
 ) ss.  
County of Salt Lake )

On this 20 day of September, 1999, before me Terianne Morgan,  
a notary public, personally appeared Morris H. Kulmer, Trustee for the Kern W.  
Schumacher Trust for Todd M. Schumacher, as personally known to me to be the  
person whose name is subscribed to on this instrument, and acknowledged that he  
executed the same.



Terianne Morgan  
Notary Public

My commission expires

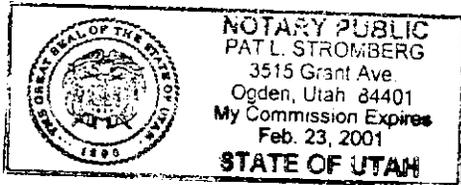
2-2-2002

ORDINANCE NO. 99-050

SEP 28 1999

State of Utah )  
 ) ss.  
County of Weber )

On this 20th day of September, 1999, before me Pat L. Stromberg, a notary public, personally appeared Claire Nielsen, Trustee for the Kern W. Schumacher Trust for Brooke A. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.

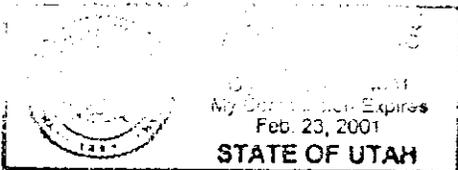


Pat L. Stromberg  
Notary Public

My commission expires  
2/23/01

State of Utah )  
 ) ss.  
County of Weber )

On this 20th day of September, 1999, before me Pat L. Stromberg, a notary public, personally appeared Claire Nielsen, Trustee for the Kern W. Schumacher Trust for Hollye F. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.



Pat L. Stromberg  
Notary Public

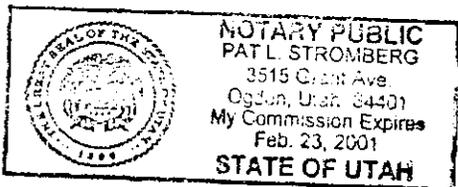
My commission expires  
2/23/01

ORDINANCE NO. 99-050

SEP 28 1999

State of Utah )  
 ) ss.  
County of Weber )

On this 20th day of September, 1999, before me Pat L. Stromberg, a notary public, personally appeared Claire Nielsen, Trustee for the Kern W. Schumacher Trust for Troy W. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.



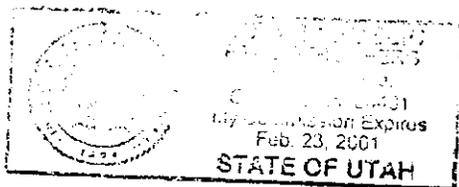
Pat L. Stromberg  
Notary Public

My commission expires

2/23/01

State of Utah )  
 ) ss.  
County of Weber )

On this 20th day of September, 1999, before me Pat L. Stromberg, a notary public, personally appeared Claire Nielsen, Trustee for the Kern W. Schumacher Trust for Todd M. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.



Pat L. Stromberg  
Notary Public

My commission expires

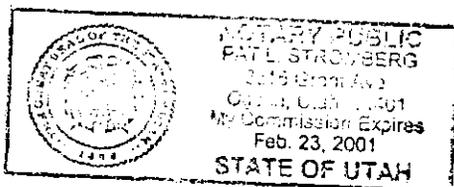
2/23/01

ORDINANCE NO. 99-050

SEP 28 1999

State of Utah )  
 ) ss.  
County of Weber )

On this 20th day of September, 1999, before me Pat L. Stromberg, a notary public, personally appeared Claire Nielsen, as custodian for Brooke A. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.



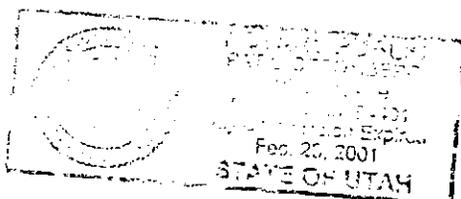
Pat L. Stromberg  
Notary Public

My commission expires

2/23/01

State of Utah )  
 ) ss.  
County of Weber )

On this 20th day of September, 1999, before me Pat L. Stromberg, a notary public, personally appeared Claire Nielsen, as custodian for Hollye F. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.



Pat L. Stromberg  
Notary Public

My commission expires

2/23/01

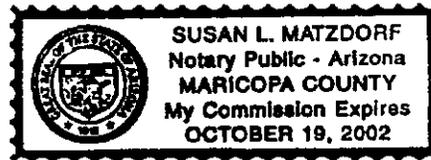
ORDINANCE NO. 99-050

SEP 28 1999

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

On this 22nd day of September, 1999, before me personally appeared Troy W. Schumacher, whom I know personally, and acknowledged that he executed the same.

*Susan L. Matzdorf*  
Notary Public



Residing at Phoenix, Arizona

My commission expires: October 19, 2002

ORDINANCE NO. 99-050

SEP 28 1999

**EXECUTION PAGE FOR LENDER**

\_\_\_\_\_[n/a/]\_\_\_\_\_, a \_\_\_\_\_ (herein "LENDER") owns an equitable interest in the Property described in Exhibit "A" of this Agreement as the beneficiary of that certain deed of trust and assignment of rents dated \_\_\_\_\_ and recorded on \_\_\_\_\_, as Instrument \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, Official Records, Sacramento County, California.

LENDER hereby executes this Agreement and agrees to be bound by the terms and condition hereof, subject to the limitations set forth in Section 24 hereof.

LENDER requests that it be provided with copies of all notices mailed to LANDOWNER pursuant to the terms of this Agreement and that said copies be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Dated: \_\_\_\_\_

LENDER: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**(ATTACH APPROPRIATE ACKNOWLEDGMENT)**

**FOR CITY CLERK USE ONLY**

CITY AGREEMENT NO. 99-162

ORDINANCE NO. 99-050

DATE ADOPTED: SEP 28 1999

**EXHIBIT A**

**DESCRIPTION OF LANDOWNER'S  
PROPERTY**

**SEE ATTACHED**

**NOTE: UPON RECORDATION OF FINAL MASTER PARCEL MAP,  
THIS EXHIBIT A WILL BE REPLACED BY THE SAID MAP,  
WITHOUT NEED FOR AMENDMENT OF THIS AGREEMENT.**

**ORDINANCE NO. 99-050**  
**SEP 28 1999**

## DESCRIPTION

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO, DESCRIBED AS FOLLOWS:

### PARCEL 1:

LOTS 86, 100, 101, 102, 120, 121 AND THAT PORTION OF LOTS 62, 72, 73, 87, 99, 122 AND 123, AS SAID LOTS ARE SHOWN ON THE MAP OF "NATOMAS CENTRAL SUBDIVISION," FILED SEPTEMBER 18, 1920, IN BOOK 16 OF MAPS, PAGE 3, RECORDS OF SACRAMENTO COUNTY, AND ALSO THAT PORTION OF LOT 61 ACQUIRED AS PARCEL 1 IN DEED TO STATE OF CALIFORNIA RECORDED JULY 8, 1966, IN BOOK 6607-08 AT PAGE 184, OFFICIAL RECORDS OF SACRAMENTO COUNTY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT THE EASTERLY TERMINUS OF COURSE NO. 12 AS SAID COURSE IS NUMBERED AND DESCRIBED IN SAID DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 8, 1966; THENCE FROM SAID POINT OF BEGINNING NORTH 82 DEG. 18'44" WEST 636.47 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1095.00 FEET, THROUGH AN ANGLE OF 54 DEG. 34'30" AN ARC LENGTH OF 1043.00 FEET; THENCE NORTH 27 DEG. 44'14" WEST 21.28 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2945.00 FEET, THROUGH AN ANGLE OF 03 DEG. 11'29", AN ARC LENGTH OF 164.04 FEET; THENCE NORTH 24 DEG. 32'45" WEST 349.49 FEET; THENCE NORTH 23 DEG. 24'00" WEST 2190.66 FEET; THENCE NORTH 23 DEG. 27'18" WEST 1057.42 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1500.00 FEET; THROUGH AN ANGLE OF 21 DEG. 37'38", AN ARC LENGTH OF 566.20 FEET; THENCE NORTH 01 DEG. 49'40" WEST 720.00 FEET; THENCE FROM A TANGENT THAT BEARS NORTH 26 DEG. 00'49" EAST ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1300.00 FEET, THROUGH AN ANGLE OF 45 DEG. 33'20", AN ARC LENGTH OF 1033.62 FEET; THENCE NORTH 19 DEG. 32'31" WEST 302.33 FEET; THENCE NORTH 03 DEG. 56'39" WEST 686.21 FEET; THENCE NORTH 00 DEG. 55'23" WEST 720.02 FEET; THENCE NORTH 00 DEG. 31'31" WEST 1175.86 FEET; THENCE NORTH 04 DEG. 20'37" EAST 162.94 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 920.00 FEET, THROUGH AN ANGLE OF 25 DEG. 17'42", AN ARC LENGTH OF 406.16 FEET; THENCE NORTH 29 DEG. 38'19" EAST 923.54 FEET; THENCE NORTH 74 DEG. 22'15" EAST 208.01 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ELKHORN BOULEVARD.

### PARCEL 2:

LOT 61 OF NATOMAS CENTRAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 18, 1920, IN BOOK 16 OF MAPS, MAP NO. 3.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID LOT 61, DISTANT 313.80 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE BASE LINE AT ENGINEER'S STATION "C1"237+10.25 OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY ON ROAD 03-SAC-5 FROM POST MILE 22.0 TO POST MILE 34.7, THENCE (1)

ORDINANCE NO. 99-050

SEP. 28 1999

351

**LEGAL DESCRIPTION CONTINUED:**

FROM SAID POINT OF BEGINNING ALONG THE WEST LINE OF SAID LOT, NORTH 00 DEG. 32'57" WEST 235.04 FEET; THENCE (2) LEAVING SAID WEST LINE FROM A TANGENT THAT BEARS SOUTH 64 DEG. 39'09" EAST ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1095.00 FEET, THROUGH AN ANGLE OF 17 DEG. 39'35", AN ARC LENGTH OF 337.50 FEET; THENCE (3) SOUTH 82 DEG. 18'44" EAST 438.83 FEET; THENCE (4) NORTH 01 DEG. 08'45" WEST 25.30 FEET; THENCE (5) NORTH 82 DEG. 18'44" WEST 434.95 FEET; THENCE (6) ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1070.00 FEET, THROUGH AN ANGLE OF 18 DEG. 18'41", AN ARC LENGTH OF 341.97 FEET TO A POINT IN THE WEST LINE OF SAID LOT; THENCE (7) ALONG SAID WEST LINE NORTH 00 DEG. 32'57" WEST 60.77 FEET; THENCE (8) LEAVING SAID WEST LINE FROM A TANGENT THAT BEARS SOUTH 62 DEG. 28'09" EAST ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1016.00 FEET, THROUGH AN ANGLE OF 19 DEG. 50'35", AN ARC LENGTH OF 351.87 FEET; THENCE (9) SOUTH 82 DEG. 18'44" EAST 341.94 FEET; THENCE (10) NORTH 88 DEG. 51'15" EAST 182.43 FEET; THENCE (11) SOUTH 01 DEG. 08'45" WEST 108.30 FEET; THENCE (12) SOUTH 82 DEG. 18'44" EAST 97.64 FEET TO A POINT IN THE NORTH LINE OF THE PRIVATE ROAD AND CANAL RESERVATION LYING ALONG THE SOUTH LINE OF SAID LOT; THENCE (13) ALONG SAID NORTH LINE NORTH 88 DEG. 50'13" EAST 203.52 FEET; THENCE (14) LEAVING SAID NORTH LINE SOUTH 01 DEG. 08'45" EAST 35.00 FEET TO THE SOUTH LINE OF SAID LOT; THENCE (15) ALONG LAST SAID LINE SOUTH 88 DEG. 50'13" WEST 1155.21 FEET TO THE POINT OF BEGINNING.

**ORDINANCE NO. 99-050**

**SEP 28 1999**

Legal Description Continued:

Portion of Lots 59, 60 and 74

That portion of Lots 59, 60 and 74, as said lots are shown on that certain "Map of Natomas Central Subdivision" filed in the office of the Recorder, County of Sacramento, State of California in Book 16 of Maps, Map No.3, more particularly described as follows:

Beginning at the most northerly corner of Lot 61, as said lot is shown on that certain "Map of Natomas Central Subdivision" filed in the office of the Recorder, County of Sacramento, State of California in Book 16 of Maps, Map No.3;  
thence from said point of beginning South 47°16'21" East, a distance of 2,472.96 feet to the south line of said lot 59;  
thence along said south line North 88° 49'25" East, a distance of 40.99 feet;  
thence leaving said south line North 01° 10'58" West, a distance of 274.33 feet;  
thence along the arc of a tangent curve to the left, with a radius of 1,400 feet through a central angle of 71° 19' 04", a distance of 1,742.62 feet;  
thence North 72° 30'02" West, a distance of 299.34 feet;  
thence along the arc of a tangent curve to the right, with a radius of 1,400 feet through a central angle of 52° 38' 47", a distance of 1,286.39 feet to a point on the west line of said lot 74;  
thence along said west line and the west line of said lot 60, South 19° 51'15" East, a distance of 907.16 feet to the point of beginning.

Containing 28.78 acres more or less.

Note: The bearing and distances used for this legal description were calculated from the Record of Survey recorded in Book 42 of Surveys at page 14, Sacramento County Records.



David R. Driscoll, LS 3723  
License expires 6-30-00  
Dated August 3, 1999

\\SAS1\PROJECTS\A1047\SU\Descriptions\3aug99exha.doc

ORDINANCE NO. 99-050

SEP 28 1999

Legal Description Continued:

EXCEPTING FROM THE ABOVE LANDS THE FOLLOWING:

Portion of Lot 72

That portion of Lot 72, as said lot is shown on that certain "Map of Natomas Central Subdivision" filed in the office of the Recorder, County of Sacramento, State of California in Book 16 of Maps, Map No.3, more particularly described as follows:

Beginning at the northwest corner of Lot 76, as said lot is shown on that certain "Map of Natomas Central Subdivision" filed in the office of the Recorder, County of Sacramento, State of California in Book 16 of Maps, Map No.3;  
thence from said point of beginning, South 89° 44' 18" West, a distance of 304.88 feet;  
thence South 19° 51' 15" East, a distance of 922.95 feet to the southwest corner of said lot 76;  
thence, North 00° 33' 55" West, a distance of 869.52 feet to the point of beginning.

Containing 3.04 acres more or less.

Note: The bearing and distances used for this legal description were calculated from the Record of Survey recorded in Book 42 of Surveys at page 14, Sacramento County Records.



David R. Driscoll, LS 3723  
License expires 6-30-00  
Dated August 3, 1999

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ORDINANCE NO. 99-050

SEP 28 1999

**EXHIBIT B**

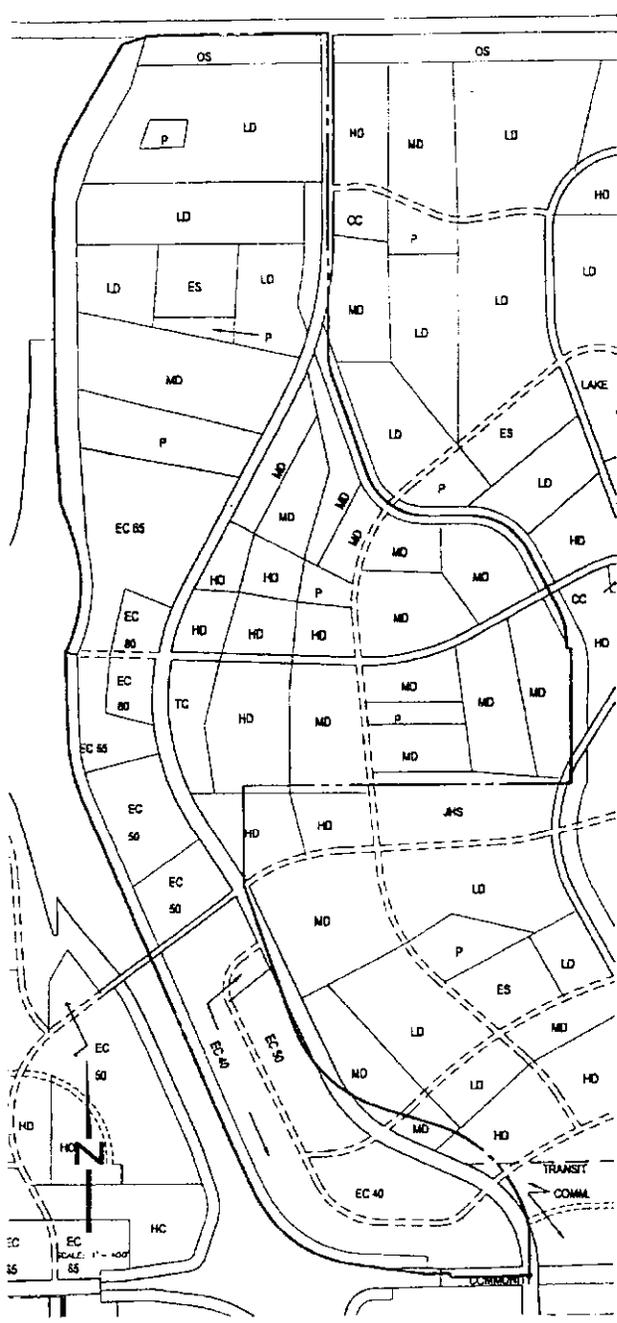
**LANDOWNER'S DEVELOPMENT PLAN**

**SEE ATTACHED**

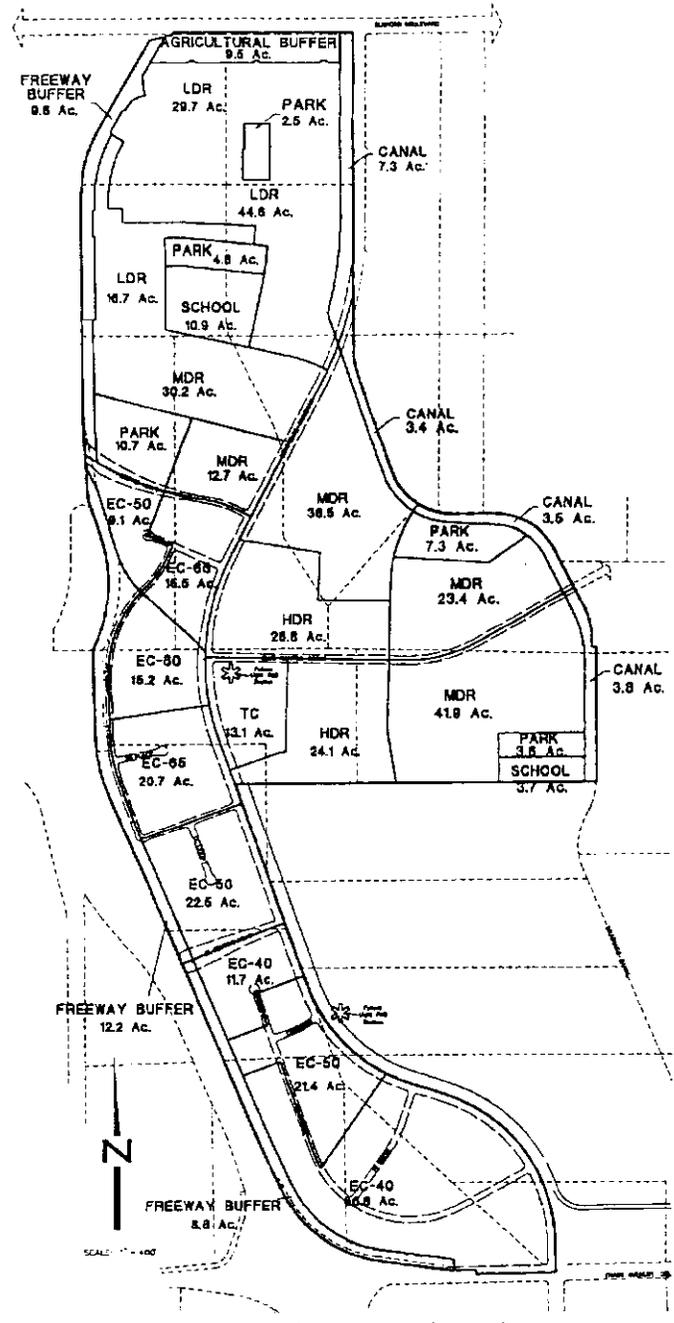
**ORDINANCE NO. 99-050**

**SEP 28 1999**





existing community plan



proposed community plan

SUMMARY

land use	existing net acres	proposed net acres
LDR 780/acre	29.7	29.7
MDR 1200/acre	30.2	30.2
HDR 1200/acre	28.6	28.6
TC 3000/acre	13.1	13.1
EC-80 8000/acre	16.2	16.2
EC-65 8000/acre	20.7	20.7
EC-60 8000/acre	22.6	22.6
EC-40 8000/acre	11.7	11.7
AGRICULTURAL BUFFER	9.5	9.5
FREEWAY BUFFER	9.8	9.8
CANAL	7.3	7.3
PARK	2.5	2.5
SCHOOL	10.9	10.9
MDR	30.2	30.2
HDR	28.6	28.6
TC	13.1	13.1
EC-80	16.2	16.2
EC-65	20.7	20.7
EC-60	22.6	22.6
EC-40	11.7	11.7
AGRICULTURAL BUFFER	9.5	9.5
FREEWAY BUFFER	9.8	9.8
CANAL	7.3	7.3
PARK	2.5	2.5
SCHOOL	10.9	10.9
MDR	30.2	30.2
HDR	28.6	28.6
TC	13.1	13.1
EC-80	16.2	16.2
EC-65	20.7	20.7
EC-60	22.6	22.6
EC-40	11.7	11.7
TOTAL	583.7 ac.	584.0 ac.

TOTAL: 583.7 ac. 584.0 ac.  
 \*includes all roads as shown on Master Planned Map

ORDINANCE NO. 99-050

SEP 28 1999

NO.	DATE	BY	REVISION

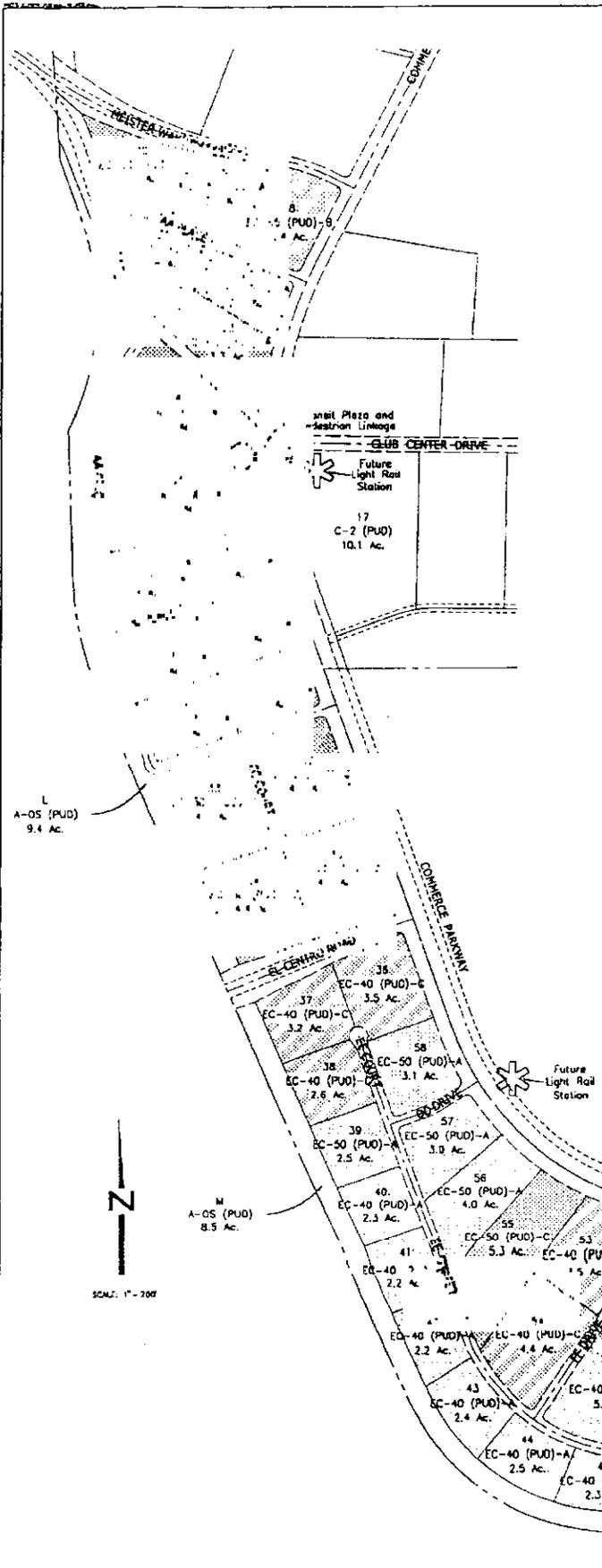
**NOLTE**  
 BEYOND ENGINEERING

Schumacher Property  
 COMMUNITY PLAN AMENDMENT EXHIBIT  
 Includes Commerce Station, Natomas Creek and Towne Center

02  
 DATE SUBMITTED: 8/7/99  
 SALES

NOTICE: The physical boundary lines shown on this map are not intended to be a substitute for a survey. All boundaries shown on this map are based on the latest available information. The accuracy of the information shown on this map is not guaranteed. The user of this map should consult the appropriate authorities for the most current information.





Land Use Designation	Schematic Plan Designation		
	A Standard Uses	B Retail Option	C Light Industrial Option
EC-80 (PUDI)	<ul style="list-style-type: none"> <li>All permitted EC-80 Primary and EC-80 Secondary Uses</li> </ul>		
EC-66 (PUDI)	<ul style="list-style-type: none"> <li>All permitted EC-65 Primary Uses and Support Retail Uses within a primary use building</li> <li>Health Clubs</li> <li>Hotels/Motels/Inns</li> </ul>	<ul style="list-style-type: none"> <li>All permitted EC-65 Primary Uses and Support Retail Uses within a primary use building</li> <li>Health Clubs</li> <li>Hotels/Motels/Inns</li> <li>Restaurants, Cafes and Delicatessens</li> <li>Automobile Services</li> </ul>	
EC-60 (PUDI)	<ul style="list-style-type: none"> <li>All permitted EC-50 Primary Uses and Support Retail Uses within a primary use building</li> <li>Health Clubs</li> <li>Hotels/Motels/Inns</li> </ul>		<ul style="list-style-type: none"> <li>All permitted EC-65 Primary Uses and Support Retail Uses within a primary use building</li> <li>Health Clubs</li> <li>Hotels/Motels/Inns</li> <li>Light Industrial/Assembly</li> </ul>
EC-40 (PUDI)	<ul style="list-style-type: none"> <li>All permitted EC-40 Primary Uses and Support Retail Uses within a primary use building</li> <li>Health Clubs</li> <li>Hotels/Motels/Inns</li> </ul>	<ul style="list-style-type: none"> <li>All permitted EC-40 Primary Uses and Support Retail Uses within a primary use building</li> <li>Health Clubs</li> <li>Hotels/Motels/Inns</li> <li>Restaurants, Cafes and Delicatessens</li> <li>Automobile Services</li> <li>Retail Shops for Consumer Goods and Services</li> </ul>	<ul style="list-style-type: none"> <li>All permitted EC-40 Primary Uses and Support Retail Uses within a primary use building</li> <li>Health Clubs</li> <li>Hotels/Motels/Inns</li> <li>Light Industrial/Assembly</li> <li>Manufacturing and Distribution</li> <li>Warehousing and Distribution</li> </ul>
C-2 (PUDI)	All Permitted C-2 uses as defined in Section III of these guidelines		
A-OS (PUDI)	All Permitted A-OS uses as defined by the City of Sacramento Zoning Code		

**Schematic Plan Designations Summary**

Schematic Plan Designation	Lot Numbers	Net/Net Acreage		
		A	B	C
EC-80 (PUDI)-A	24, 25	17.3		
EC-66 (PUDI)-A	19,22,23,26,27,28,29,30,31	26.4		
EC-66 (PUDI)-B	18		3.4	
EC-60 (PUDI)-A	39,56,57,58	12.6		
EC-80 (PUDI)-C	20,21,32,33,34,35,55			29.8
EC-40 (PUDI)-A	40,41,42,43,44,45,50,51,52	29.9		
EC-40 (PUDI)-B	46,47,48,49		9.4	
EC-40 (PUDI)-C	36,37,38,53,54			17.2
C-2 (PUDI)	17	10.1		
A-OS (PUDI)	L, M	17.9		
Public Streets		52.6		
Light Rail		4.3		
<b>Sub-Totals</b>		<b>82.2</b>	<b>22.8</b>	<b>47.0</b>
<b>TOTAL</b>		<b>216.9 ac.</b>		

NOTE: The Schematic Plan directs the placement of various uses within the Commerce Station PUD. The specific uses that are permitted are regulated by the PUD Guidelines, the North Sacramento Community Plan and the City of Sacramento Zoning Code. The placement of uses as defined in the Schematic Plan should not be construed to imply that retail uses can exceed 10% of the EC designated lands or that industrial uses can exceed 20% of the EC designated lands. If Special Permits are approved for projects within the PUD and these thresholds are reached within the PUD, lands shown with B or C option designations on the Schematic Plan will be required to develop as Primary Uses.

**ORDINANCE NO. 99-050**

**SEP 28 1999**

DATE	10/1/99	BY	JK
REVISION		BY	
DATE		BY	
DATE		BY	
DATE		BY	

**NOLTE**  
BEYOND ENGINEERING

1700 UNIVERSITY DRIVE SUITE 200 SACRAMENTO, CA 95833  
916.441.1999 FAX 916.441.8222 FAX

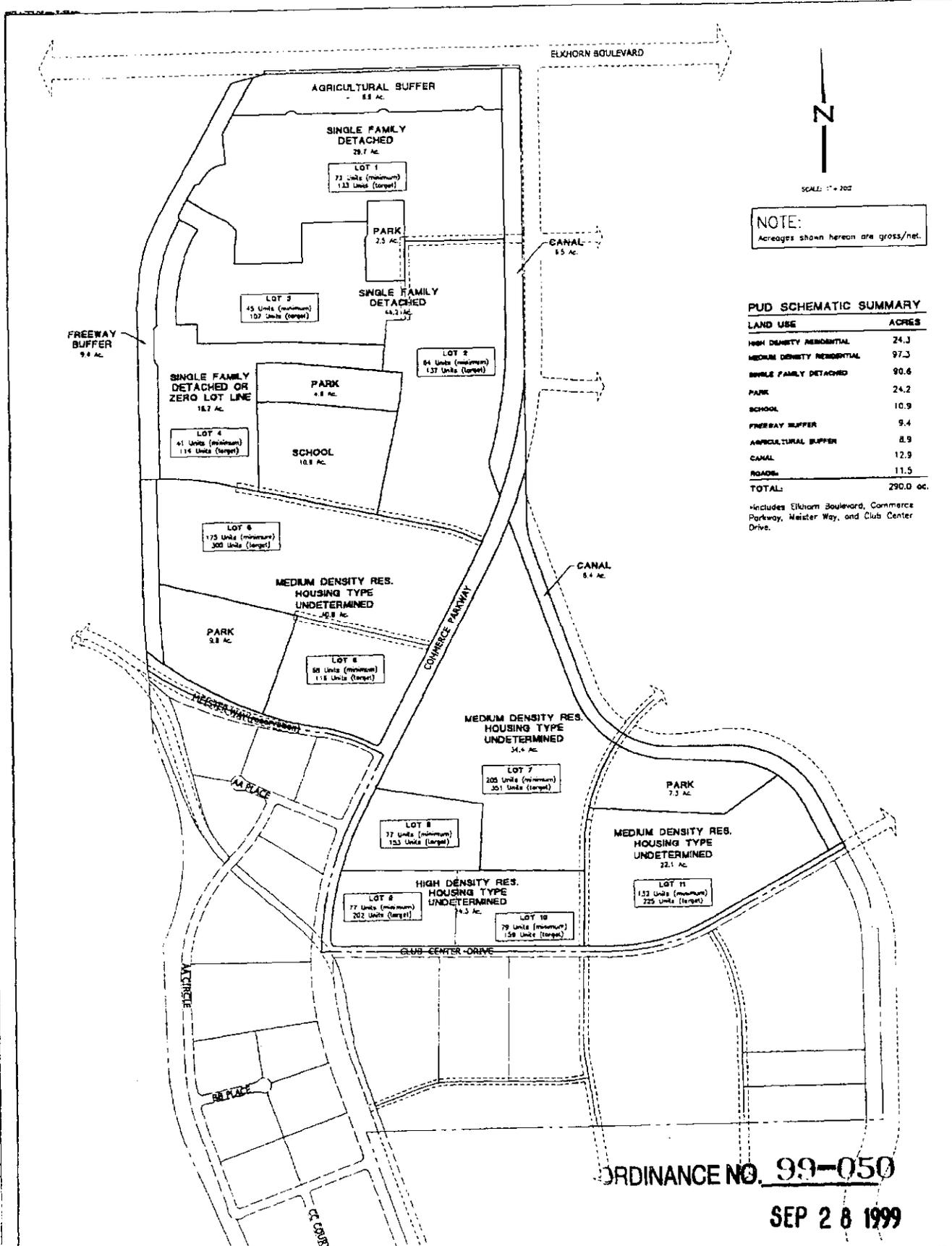
PREPARED FOR: KURT SCHUMACHER

DATE SUBMITTED: 07/29/1999

359

04

SA1047



**NOTE:**  
Acreages shown hereon are gross/net.

**PUD SCHEMATIC SUMMARY**

LAND USE	ACRES
HIGH DENSITY RESIDENTIAL	24.3
MEDIUM DENSITY RESIDENTIAL	97.3
SINGLE FAMILY DETACHED	90.6
PARK	24.2
SCHOOL	10.9
FREWAY BUFFER	9.4
AGRICULTURAL BUFFER	8.9
CANAL	12.9
ROADS	11.5
<b>TOTAL:</b>	<b>290.0 ac.</b>

\*Includes Elkhorn Boulevard, Commerce Parkway, Heister Way, and Club Center Drive.

**ORDINANCE NO. 99-050**

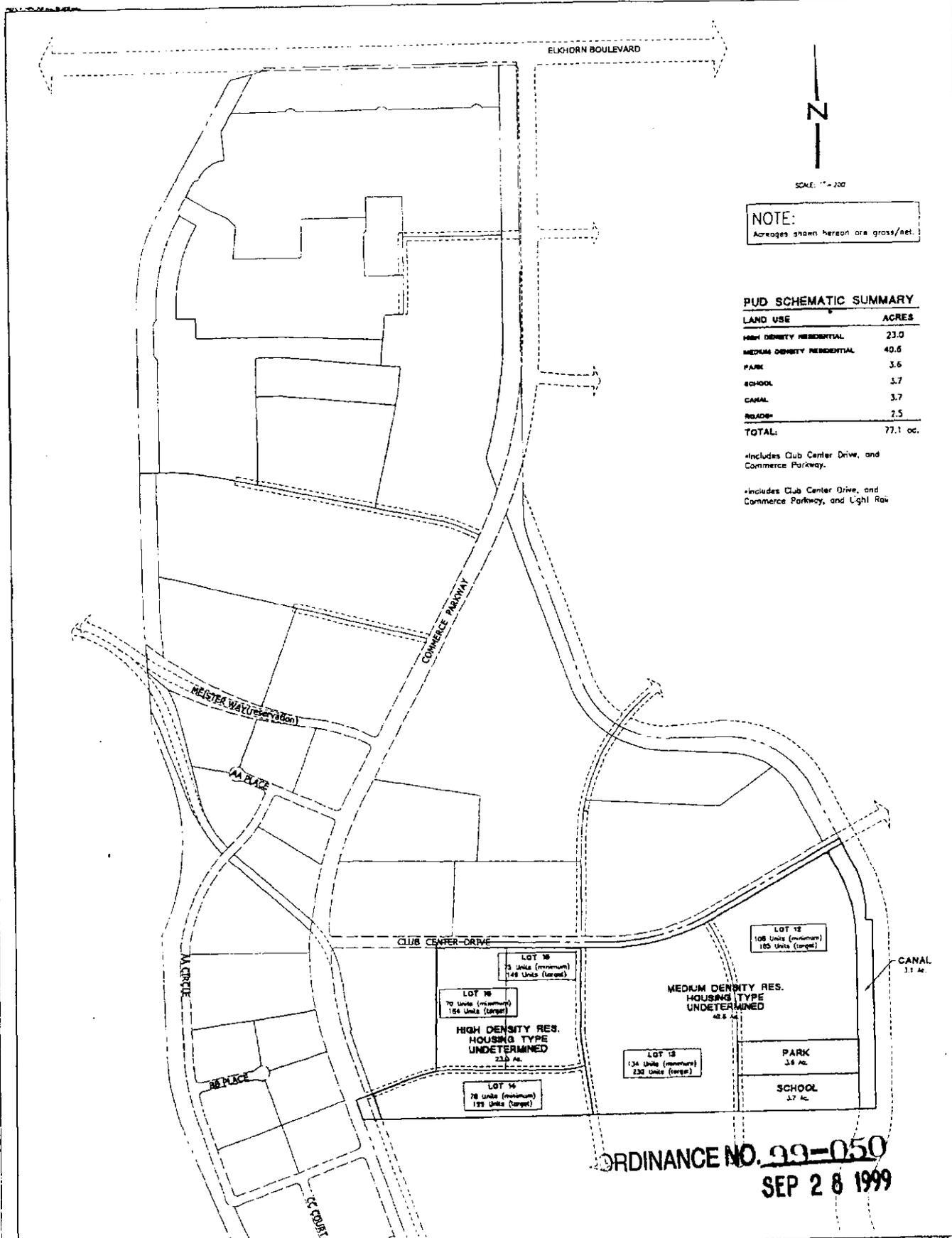
**SEP 28 1999**

NO.	DATE	REVISION

**NOLTE**  
SEYMOUR ENGINEERING  
1100 CHERRYWOOD DRIVE, SUITE 200, HOUSTON, TX 77042  
713.865.1200 FAX: 713.865.1212

**Natomas Creek**  
SCHEMATIC PLAN

05  
DATE SUBMITTED: 07/27/99  
360



**NOTE:**  
 Acreages shown hereon are gross/net.

**PUD SCHEMATIC SUMMARY**

LAND USE	ACRES
HIGH DENSITY RESIDENTIAL	23.0
MEDIUM DENSITY RESIDENTIAL	40.6
PARK	3.6
SCHOOL	3.7
CANAL	3.7
ROADS*	2.5
<b>TOTAL:</b>	<b>77.1 ac.</b>

\*Includes Club Center Drive, and Commerce Parkway.

\*Includes Club Center Drive, and Commerce Parkway, and Light Rail

**ORDINANCE NO. 99-050**  
**SEP 28 1999**

NO.	DATE	BY	REVISION

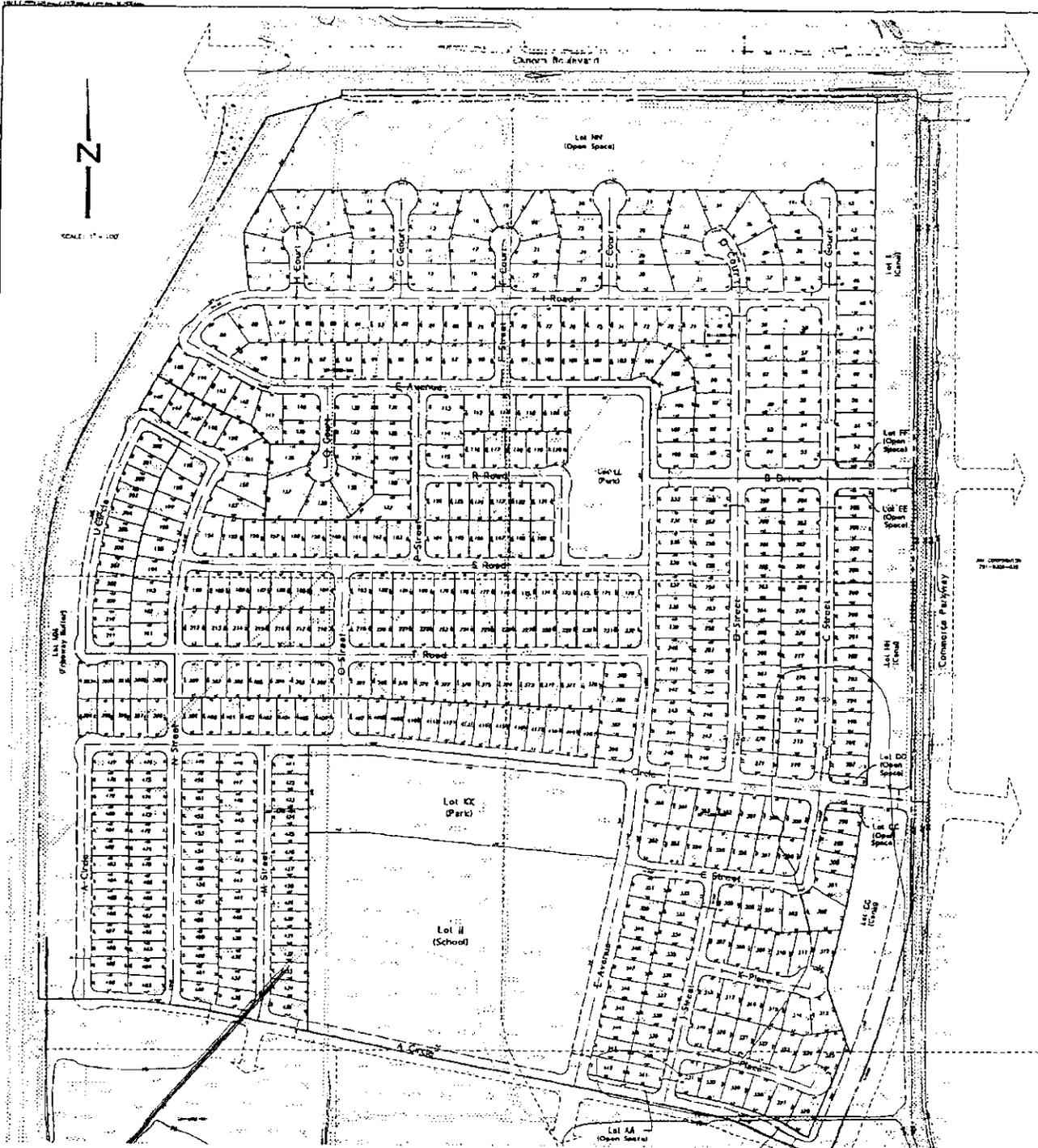
**NOLTE**  
 BEYOND ENGINEERING

Towne Center  
 SCHEMATIC PLAN

DATE SUBMITTED: 8/25/99

361

06



**LAND USE SUMMARY**

Land Use	Units/Parcel	Net/Hrs Acres
LOW DENSITY RES.		
20-100' min.	133	23.48
30-100' min.	143	33.88
45-100' min.	114	12.92
PARK		
KK	4	8.08
LL	1	2.00
SCHOOL		
JJ	1	10.00
OPEN SPACE		
AA	0.07	
BB	0.25	
CC	0.04	
DD	0.04	
EE	0.24	
FF	0.04	
GG	0.04	
HH	0.91	
II	1.58	
JJ	2.08	
KK	7.52	
LL	5.10	
MM	24.67	
TT	5.10	
UU	5.10	
VV	5.10	
WW	5.10	
XX	5.10	
YY	5.10	
ZZ	5.10	
AAA	5.10	
BBB	5.10	
CCC	5.10	
DDD	5.10	
EEE	5.10	
FFF	5.10	
GGG	5.10	
HHH	5.10	
III	5.10	
JJJ	5.10	
KKK	5.10	
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FFF	5.10	
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**EXHIBIT C**

**SPECIAL CONDITIONS**

**I. PURPOSE AND INTENT**

The definitions applicable to the body of the Agreement shall apply to this Exhibit C.

In order to achieve its objectives, and in order to obtain from each LANDOWNER and developer, all required contributions, fees, land transfers, agreements, and other mechanisms required to implement its terms, the NNCP provides that all rezoning and development shall occur through the planned unit development process. Development agreements should be entered into with LANDOWNERS whenever feasible under the circumstances.

Under no circumstances can development of the Property proceed without satisfaction of the conditions specified in this exhibit. These Special Conditions shall constitute binding and legally enforceable obligations of LANDOWNER and its successors and assigns, and binding and legally enforceable requirements and conditions for the development of the Property, in addition to other obligations, requirements and conditions imposed during the rezoning, special permit, subdivision map and other land use entitlement processes.

**II. LANDOWNERS' OBLIGATIONS**

**A. Mitigation Monitoring; Habitat Conservation Plan.**

1. **Mitigation Monitoring.** When required in order to obtain entitlements, LANDOWNER shall execute a mitigation monitoring agreement, and such other agreements as may be necessary in CITY's judgment in order to implement any mitigation measure relating to the NNCP and any mitigation monitoring plans applicable to the Property, and shall fully cooperate with CITY in implementing any mitigation monitoring plan adopted as part of the approval process for development of the Property.

2. **Habitat Conservation Plan.**

a. In the event that a Habitat Conservation Plan has been adopted by CITY, LANDOWNER shall be obligated to undertake and exercise one of the following options:

(i) participate in that Plan by payment of the fees applicable to LANDOWNER and/or the Property or provide required proportionate land dedications, at the time specified in the Plan for payment of fees or dedication of required proportionate lands; or

(ii) obtain and present to CITY a duly issued, executed and effective incidental take permit issued by federal and state agencies charged with implementation of the provisions of federal and state Endangered Species Acts, which would allow development of the Property; or

(iii) obtain and present to CITY a duly issued, executed, and effective form of document from said federal and state agencies that development of the Property may proceed without the need for an incidental take permit; or

(iv) participate in such other plan or program which has been approved by said federal and state agencies; or

(v) take any other action required by CITY in its sole discretion, relating to satisfaction of all applicable laws, including but not limited to CEQA and the federal and state Endangered Species Acts, where none of the provisions of subsections (i), (ii), (iii) or (iv) are applicable.

b. In the event that at the time of issuance of a building permit for the Property, CITY has not adopted a Habitat Conservation Plan, and subject to the provisions of subsection "a" above, LANDOWNER shall as a condition to issuance of such building permit pay the sum of \$2,240.00\* per acre of the Property subject to the building permit; the requirement specified in this subsection b. shall be included in each entitlement issued with respect to the Property where, at the time of issuance, CITY has not adopted a Habitat Conservation Plan. In the event that CITY determines, in its sole and exclusive discretion, that such a Plan is not required and the fees required by this subsection b. have been paid, CITY shall within a reasonable time of making such determination refund any fees paid by LANDOWNER pursuant to this subsection b. The provisions of Government Code Section 66000 through 66025, as those sections are amended, renumbered or reconstituted, shall not apply to the fees covered by this subsection b.

**B. Agreements With Other Agencies.** As required by CITY, LANDOWNER shall enter into agreements with other affected agencies, including but not limited to:

1. Appropriate sanitation districts, including but not limited to Sacramento County Regional Sanitation District, for provision of facilities, payment of fees and charges, and payment (if applicable) of any proportionate share of penalties imposed by the Environmental Protection Agency; and

**\* To be determined by the City Council. No building permit shall issue until such amount is determined and the City Council has implemented the fees required by this subsection b., and such fees have been paid.**

2. Reclamation District 1000, if in CITY's sole and exclusive discretion and judgment such an agreement is in fact required, or any other agreement which is required in CITY's sole and exclusive discretion and judgment for the implementation of Interim Drainage or the Drainage Plan.

C. **Drainage Sub-basin Agreement.** LANDOWNER shall enter into an agreement with each of the other landowners within the Drainage Sub-basin within which the Property lies, which provides the manner in which the Infrastructure required for development of all of the lands within said Drainage Sub-basin shall be constructed and financed. As an alternative form of compliance with this provision, LANDOWNER may enter into an agreement with CITY, satisfactory to the City Attorney, which provides that LANDOWNER shall finance all costs associated with the Infrastructure required for development of all of the undeveloped lands within said Drainage Sub-basin. Any such agreement shall additionally provide for reimbursement in accordance with the terms of this Agreement, and the North Natomas Finance Plan, for LANDOWNER's payment of Infrastructure costs in excess of or beyond those required for development of the Property, as that term is defined in Section 8 of this Agreement. As a further alternative, CITY may impose a Drainage Sub-basin assessment district for purposes of financing the required Infrastructure. The provisions of section 6.D. of this Agreement shall apply in such a case.

### III. CONDITIONS OF DEVELOPMENT; SPECIAL FINDINGS REQUIRED

A. In addition to other findings and conditions as may be deemed applicable, no special permit, subdivision map or other land use entitlement for the Property shall be approved unless the approving body either: (1) makes the following findings; or (2) expressly waives such findings, in whole or in part, as not applicable to the Property and stating the reasons therefor with such waiver and the reasons therefor appear in the record or document of approval. These findings are:

1. The approval of the proposed project is consistent with the policies, goals, standards and objectives of the NNCP and other relevant factors and circumstances, including but not limited to:

a. The adequacy of the required interim and permanent Infrastructure needed to support the project planned for the Property;

b. The extent of participation required of LANDOWNER under the North Natomas Finance Plan has been secured;

c. The extent to which LANDOWNER has complied with the provisions of the>NNLAP.

2. The North Natomas Finance Plan has been adopted by the City Council.

3. All transfers of land, owned by or under the control of LANDOWNER, which are specified in the NNLAP as being necessary for public purposes, have been transferred to CITY or to the appropriate public agency. For this purpose, a transfer will be deemed to occur upon delivery to CITY of an Irrevocable Offer of Dedication in form and manner approved by the City Department of Public Works and the City Attorney. These dedications include, but are not limited to streets, utilities, drainage facilities and public transit.

4. LANDOWNER has, where applicable, demonstrated that the proposed project as designed meets or exceeds the jobs to housing ratio of the NNCP, either actually or through the medium of the Housing Trust Fund, or through assisting housing starts in North Sacramento, or a combination thereof.

5. LANDOWNER has entered into all agreements required pursuant to sections II.A., II.B. and II.C. above.

6. Appropriate environmental review of the proposed project has been completed, and any suggested mitigation measures resulting therefrom have been included in the approval of the project to the extent feasible.

B. In the event that any of the special findings required herein cannot be made and are not waived, approval may nevertheless be given to the proposed project if all of the following conditions can be satisfied with respect to each such special finding not made:

1. Practicable and feasible requirements or mitigation measures can be imposed upon the project, the implementation of which would allow such special finding to be made;

2. The applicant has agreed to be bound (through written agreement satisfactory to the City Attorney) by and to implement such requirements or mitigation measures, and has posted such security for compliance therewith as may be required by the City Manager; and

3. It is in the public interest and consistent with the policies, goals, standards and objectives of the Community Plan for the project to be approved with such requirements and mitigation measures.

**EXHIBIT D**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ (herein "LANDOWNER") and \_\_\_\_\_ (herein "ASSIGNEE").

**RECITALS**

A. LANDOWNER has entered into a Development Agreement (herein "the Development Agreement") dated \_\_\_\_\_, with the City of Sacramento, pursuant to which LANDOWNER agreed to develop certain property more particularly described in the Development Agreement (herein "the Property") in the North Natomas Community Plan Area subject to certain conditions and obligations set forth in the Development Agreement.

B. LANDOWNER has assigned its interests under the Development Agreement to ASSIGNEE under a written agreement dated \_\_\_\_\_, as to that portion of the Property identified and incorporated herein by this reference (herein the "Assigned Parcel(s)").

C. ASSIGNEE desires to assume all of LANDOWNER's rights and obligations and other terms and conditions under the Development Agreement with respect to the Assigned Parcel(s).

**AGREEMENTS**

NOW, THEREFORE, LANDOWNER AND ASSIGNEE HEREBY AGREE AS FOLLOWS:

1. ASSIGNEE hereby assumes all of the burdens and obligations of LANDOWNER under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of LANDOWNER under the Development Agreement, and to be subject to all of the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both LANDOWNER and ASSIGNEE that, upon the execution of this Agreement, ASSIGNEE shall become substituted for LANDOWNER as the "LANDOWNER" under the Development Agreement with respect to the Assigned Parcel(s).

2. ASSIGNEE understands and agrees that this Agreement is subject to Section 4 of the Development Agreement. Section 4 reads as follows:

4. **Assignment.** LANDOWNER shall have the right to sell, assign, or transfer its interests under this Agreement as part of a contemporaneous and related sale, assignment or transfer of its interests in the Property, or any portion thereof, without the consent of CITY; provided, however, that LANDOWNER shall notify CITY of such sale, assignment or transfer by providing written notice thereof to CITY in the manner provided in this Agreement. LANDOWNER shall remain obligated to perform all terms and conditions of this Agreement, unless such purchaser, assignee or transferee, to the satisfaction of and in a form acceptable to the City Attorney, executes and delivers to CITY an express agreement to assume all of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred. The execution of such an assumption agreement shall relieve LANDOWNER of the obligations expressly assumed only if: (a) LANDOWNER is not in default under this Agreement at the time of the assignment or transfer; and (b) LANDOWNER has provided CITY with notice of said assignment or transfer in the manner provided hereunder. Any such assumption agreement with respect to LANDOWNER's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the Assignment and Assumption Agreement attached hereto as Exhibit "D" and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNER and approved by the City Attorney prior to the effective date of the assignment.

Any purchaser, assignee, or transferee shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of LANDOWNER under this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred.

3. At the request of the City, ASSIGNEE agrees to enter into a separate development agreement with respect to the Assigned Parcel(s).

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

5. ASSIGNEE agrees that it has read, and has sought and received all required legal and other expert consultation with regard to the Development Agreement, and fully understands all of its terms and conditions. ASSIGNEE further agrees that: (i) LANDOWNER has furnished ASSIGNEE with a copy of the North Natomas Community Plan, the Comprehensive Drainage Plan, the North Natomas Finance Plan, the RD-1000 Agreement (where applicable), the Habitat Conservation Plan, and all other documents and materials containing or relating to terms and conditions of development in the NNCP area; (ii) ASSIGNEE has read and understands all of the

terms and conditions of said documents and materials; and (iii) with such knowledge and understanding, which includes the nature and extent of the fees, taxes, assessments and other financial mechanisms and obligations inherent in such documents and materials, nevertheless has voluntarily, freely and knowingly assumed and agreed to perform all of obligations and requirements, and be bound by all of the provisions of such documents and materials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

By: \_\_\_\_\_  
"ASSIGNEE"

**EXHIBIT E**

**NORTH NATOMAS LAND  
ACQUISITION PROGRAM  
(NNLAP)**

**SEE ATTACHED**

ORDINANCE NO. 99-050  
SEP 28 1999 Exhibits

## V. LAND ACQUISITION PROGRAM

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### THIS CHAPTER REPLACES CHAPTER V IN THE 1994 NORTH NATOMAS FINANCING PLAN

#### INTRODUCTION

Development of the North Natomas area will require a significant amount of land for public uses including: open space, drainage system, roadways, interchanges, transit, parks, civic facilities, schools and buffers to other uses. Much of this land is provided through normal land dedication in the land development process. However, the quantity of land in North Natomas for public use is unusual due to the large area being planned for development and the amount of land required for mitigation of various development impacts.

The purpose of the Land Acquisition Program discussed in this section is twofold: 1) to insure that public use lands are available to the City to construct infrastructure and facilities on a timely basis as established by the City and 2) to maintain equity among landowners for land provided above and beyond standard dedications. The discussion that follows recognizes the difference between each purpose and describes how each purpose is satisfied by the North Natomas Land Acquisition Program (NNLAP).

The City requires that land for all critical facilities be dedicated or acquired as early in the process as possible to avoid land assembly problems at the time of construction and increased costs due to condemnation proceedings. The types of land included are described in a subsequent section.

Property owners are concerned that they might be required to provide more than their fair share of land for public use. If they are required to provide extra land, they should receive reasonable payment for the value of land provided in excess of their fair share. The fair-share is defined as the average amount of public land required per acre of developable land for the entire North Natomas area. Property owners providing land in excess of this average would be exceeding their fair share. Those property owners without any developable land may receive special consideration in return for dedication.

To insure that all participating landowners are treated equitably in the amount of land that is provided for public use, the City will acquire land above the average amount of public land using revenue from the Land Acquisition Fee included in the NNLAP. A landowner providing more land than the average allocation of public land would be reimbursed from fee revenue when available. Landowners providing less than the average amount of land will pay a net fee at building permit. The net fee per unit or acre for each development project will be based on the amount of acreage provided below the average.

The per unit or per acre fee will be self adjusting over time based on the increase in the average values of acquired land. In addition, the fee will contain an administration factor

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of approximately 2.5% (or actual cost when known) to pay for the City's time and expense in acquiring the land and monitoring the program plus a 5% contingency for the cost of acquiring land through condemnation proceedings and to assure the program is covering the acquisition costs.

## PARTICIPANTS VERSUS NON-PARTICIPANTS

Property owners will participate in the program through the development agreement, tentative map and master parcelization map process. Participation would be a condition of every development agreement or as a condition on a tentative map, if a development agreement is not utilized. Property owners not developing their property would not be required to participate.

Those electing not to participate in the NNLAP would have land acquired by standard City procedures. Land would be acquired from non-participants through condemnation proceedings or purchase agreements whereby the non-participant would receive payment for the acquired land. To the extent that this value is above the estimated land value per acre, the Land Acquisition Fee contains a contingency to cover this potential expense. If sufficient fee revenues are not available, the property owner whose development triggers the acquisition would advance the funds and be reimbursed from future fee revenues.

Special consideration is necessary for property owners submitting development applications who previously had property included in the NNLAP acquired through condemnation or purchase agreements. The difference between the purchase price and the Public Land Acquisition Value (defined in the Land Acquisition Fee section) established for the current year would be determined. If the property owner was to receive a reimbursement from the Land Acquisition Program, the reimbursement would be reduced by the excess amount. If the property owner owed a Land Acquisition Fee, the fee would be increased by the excess amount. In addition, all City costs required to handle the initial purchase would be charged to the property owner. Issues regarding land acquisition and participation in the Land Acquisition Program would be resolved as part of the development approval process.

## PUBLIC LAND ACQUIRED THROUGH THE NNLAP

Lands included in the NNLAP are considered to be of general benefit to all developable land uses within North Natomas. As such, the cost of acquiring these lands is allocated to all private developable land uses. Figure 22 shows the land uses, acres, and values for each of the land uses discussed below. The types of land acquired by the program are described as either Public Land or Regional Park Land as defined below. As such, the Land Acquisition Fee consists of both the Public Land Acquisition Fee and the Regional Park Land Acquisition Fee. The City will maintain a map showing all land subject to the NNLAP.

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This program excludes "normal" dedications such as neighborhood/community parks dedicated under the City's Quimby Act Ordinance or schools, local road right-of-way and landscaping easements dedicated under the Subdivision Map Act. These dedications are handled through standard City processing of development applications.

The>NNLAP also excludes public land of benefit to specific projects or areas such as the detention basins, pump stations and trunk lines within a sub basin. This land will be purchased from the drainage fees or other mechanisms applicable to each sub basin.

### PUBLIC LAND ACQUIRED THROUGH THE>NNLAP

"Public land" means the property acquired through this program for public purposes for the North Natomas Finance Plan Area, excluding the Regional Park Land, under the North Natomas Land Acquisition Program. All Public Land is required as a condition of allowing development to proceed in the area in order to facilitate the installation of infrastructure and other public facilities required to meet the needs and address the impacts caused by such development. All Public Land is to be dedicated, transferred to or acquired by the City without cost to the City.

#### Open Space and Buffers

Open space and land buffers are required throughout the area along the I-5 and I-80 freeways, as habitat buffers along Fisherman's Lake, as a buffer to agricultural land along the south side of Elkhorn Boulevard and open space along the western City limits. The nature of these buffers and open space are considered beyond "normal" dedications of development setbacks.

#### Drainage Canal Right-of-Way

Development of new drainage canals may require major acquisitions of land. This land acquisition will serve the entire North Natomas area and is therefore included in this program. No acreage for existing drainage canals owned by RD 1000 is included.

#### Street Oversizing Right-of-Way

The portion of streets oversized for regional traffic is included in the>NNLAP as a community-wide expense. To the extent that water and sewer trunk lines cannot be located under roadways, additional right-of-way for utility easements will be required. No estimate has been made for this acreage although it is anticipated to be insignificant.

The standard street dedication is 25 feet from the back of curb. Excess dedication is counted from the 25 foot point to the center of the road. If a property owner is required to provide the land for the roadway beyond the centerline, that land would be considered excess dedication and would be subject to acquisition through the>NNLAP such as the half section of Truxel north of Del Paso alongside the drainage canal.

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### Light Rail Right-of-Way

Approximately 20.4 acres of right-of-way are required for the light rail alignment that is not included as part of the road right-of-way. An additional 20.6 acres is required for LRT stations and park and ride lots under the civic transit land use designation.

### Civic Lands

Civic lands include two fire stations, a library, a police substation, four community centers, and other cultural and entertainment uses. Civic lands also include civic utilities such as pump station sites, but do not include private utilities such as SMUD, PG&E, or Sacramento Cable which will be purchased by the private user via a negotiated purchase price.

## REGIONAL PARK

North Natomas includes approximately 181 acres of dedicated regional park and conjunctive civic uses. Approximately 10 acres of the 200 acre park is defined as joint use with the high school and will be acquired by the School District through the school fee and 7.1 acres of detention basin will be acquired with proceeds from the drainage fees. Acquisition costs of the regional park land will be spread to all of the developable property in North Natomas. The share of the land acquisition fee necessary to acquire the regional park will not be subject to the reimbursement calculation described below, but will be collected in full from every project.

### A.D. 88-03 LAND

Most property owners in Quadrant 1 are included in Assessment District 88-03 (A.D. 88-03) which primarily funded roadway improvements plus some freeway, landscaping and drainage improvements. In addition, right-of-way and road overwidth right-of-way was acquired by the District for construction of roadway and freeway improvements. Although these lands have already been acquired, the>NNLAP will include this acreage to treat A.D. 88-03 lands the same as other Public Lands. Reimbursement to the A.D. 88-03 participants for this land will be valued at the current Public Land Acquisition Value when an eligible property owner's tentative map is processed. The following summarizes the acreage acquired under A.D. 88-03 which is included in the>NNLAP.

Oversized street width right-of-way	39.05 acres
Light Rail right-of-way	3.71 acres
Freeway off-ramp right-of-way	0.83 acres
<b>Total</b>	<b>43.59 acres</b>

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The City is currently in the process of verifying this acreage and developing a list and map of the lands acquired by A.D. 88-03. The fees would then be adjusted accordingly.

## PRIVATE DEVELOPABLE LANDS SUBJECT TO THE>NNLAP

The North Natomas Land Acquisition Program is based on the participation of private developable lands towards the acquisition of the necessary public lands identified in the North Natomas Community Plan. For the>NNLAP, private developable lands consist of residential, employment center, commercial, light industrial and sports complex land use categories defined in the Community Plan and identified as land use cells on the Composite Plan Map.

For purposes of the calculating the "fair share" acreage contribution and the calculation of fees and reimbursements for a project, acreage for these private developable land use designations subject to the program are defined as the Gross Acres. Gross Acres refer to the area of the private developable land use designation excluding major roads and other public/civic and open space land uses. Gross Acres include the minor roads interior to a subdivision. For purposes of calculating the Gross Land Acquisition Fee and Estimate of Land Value, Total Gross Acres refer to the summation of all of the Gross Acres in the Finance Plan Area.

## ESTABLISHMENT OF THE PUBLIC LAND ACQUISITION VALUE

Each year, the Public Land Acquisition Value will establish the value of Public Land to be acquired through the North Natomas Land Acquisition Program. It will be established through the following steps.

### Step 1 - Estimate of Land Value

At the beginning of each year an appraiser will provide the City of Sacramento an "estimate of land value" (not a complete narrative appraisal) as of November 1 of the preceding year for each North Natomas Community Plan land use designation. The "estimate of land value" will assume that the land is readily developable with an approved tentative map. The value of land to be acquired would be based on the value per Gross Acre and defined as the fee simple value less estimated Mello-Roos bond debt, assessments fees, and development costs associated with land development. The land value established by the City for a calendar year would be based on an adjusted three-year average of the "estimate of land value."

The initial "estimate of land value" would be based upon an appraiser's estimate of value for each land use designation for the North Natomas Community Plan in 1995 excluding the value of improvements assuming North Natomas property is ready for development and all entitlement restrictions have been removed. The value established would be based on each individual parcel likely to develop in the next several years, not a discounted cash flow of all developable property in North Natomas.

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### Step 2 - Public Land Acquisition Value - Three-Year Weighted Average

Based on the estimate of land value for each land use designation and the amount of acreage in each developable land use designation, a weighted average of estimated land value for the current year would be calculated. This value would be averaged with the two prior year's average of estimated land values to arrive at the three-year weighted average land value. This amount shall be named the Public Land Acquisition Value (PLAV).

Figure 22A shows the assumptions from the 1995 Estimate of Value from the 1995 North Natomas Valuation Study prepared by Clark-Wolcott Company. Figure 22B shows the calculation of the Public Land Acquisition Value for 1995.

### Step 3 - Adjusted PLAV to Establish Fee

The PLAV would be adjusted for contingencies and administration to establish the land value of acquisitions for a calendar year for purposes of calculating the fee. Adjustment factors are:

- 5% contingency for land acquired through condemnation and other contingencies,
- 2.5% allowance for administration and the cost of the annual land value estimate update.

## CALCULATION OF GROSS PUBLIC LAND ACQUISITION FEE

The Gross Public Land Acquisition Fee is a function of the Public Lands included in the NNLAP, the value assigned to each type of land, and the amount of developable land uses. The types of land included in the Public Land Acquisition Program were discussed above.

The Gross Public Land Acquisition Fee charged to development projects would be based on the adjusted Public Land Acquisition Value established for the calendar year multiplied by all of the public land subject to acquisition by the NNLAP (excluding the regional park) divided by the Total Gross Acres within the North Natomas Finance Plan Area. The fee would be adjusted annually using the updated Public Land Acquisition Value. The acres of land acquired by the NNLAP and Total Gross Acres used to calculate the fee would not change from year to year unless new public land became subject to acquisition and/or the Community Plan was amended with a change to the amount of Total Gross Acres or Public Land. To the Gross Public Land Acquisition fee, add the Regional Park fee to calculate the Total Land Acquisition Fee applicable to a project.

Figure 23 shows the calculations used to arrive at the estimated Gross Land Acquisition Fee based on an initial weighted average land value of \$72,900 per gross acre. The cost of Public Lands was divided by the Total Gross Acres in the Finance Plan Area. This resulted in a Public Land Fee of approximately \$9,291 per Gross Acre. The maximum Regional Park Fee was estimated at \$2,722 per Gross Acre based on the 1995 Estimate of Value until the acquisition agreement(s) covering entire regional park are approved by the City. As a result, the total initial Land Acquisition Fee per Gross Acre is \$12,013. **ORDINANCE NO. 99-050**

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Below shows an example of how the fee will be updated by the three-year weighted average estimate of land value .

Example of 3 Year Weighted Average PLAV Adjusted for Admin & Contingency

$$[\$72,900 + \$75,000 + \$80,000] / 3 \times 1.075 = \$81,664$$

(7.5% for admin. & contingencies)

Gross Public Land Acquisition Fee Excluding Regional Park

$$\begin{array}{l} \text{Gross Fee} = \$81,664 \times 574.7 \text{ acres} / 4,847.1 \text{ Total Gross Acres} = \$9,683 \text{ per gross acre.} \\ \text{Per Acre} \qquad \qquad \qquad (\text{acquired}) \qquad \qquad \qquad (\text{developable}) \end{array}$$

Total Land Acquisition Fee Including Regional Park

$$\text{Total Fee Per Gross Acre} = \$9,683 \text{ Public Land Fee} + \$3,049 \text{ Reg. Park Fee} = \$12,732$$

Regional Park Fee based on the 3 Year Weighted Average PLAV until the acquisition agreement(s) covering entire regional park are approved by the City.

### CALCULATION OF NET PUBLIC LAND ACQUISITION FEE OR REIMBURSEMENT FOR A PROJECT

To insure that all participating landowners are treated equitably in the amount of land that is provided by them for public use, the NNLAP will acquire land above the average amount of Public Land using revenue from the Land Acquisition Fee. The types of land included were previously discussed. A landowner providing more land than the average allocation of Public Land would be reimbursed from fee revenue when available. Landowners providing less than the average amount of Public Land will pay a net fee at building permit. At the time a Tentative Master Parcel Map or Tentative Subdivision Map is approved, the procedures for calculation of the net fee or reimbursement are as follows:

1. Determine the Gross Public Land Acquisition Fees applicable to the proposed development project by multiplying the Gross Acreage by the Gross Public Land Acquisition Fee.
2. Determine if the land owner's property, or portion thereof, is entitled to an A.D. 88-03 reimbursement from the schedule of reimbursements shown in Figure 24 by APN. This value will be credited against the Gross Fee.

Since the A.D. participants as a whole, not an individual property owner, funded the Public Land, each parcel in A.D. 88-03 will be reimbursed for this cost. No credit will be given to the landowner who provided the right-of-way since the participants of the A.D. acquired it.

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3. Determine amount of Public Land being acquired from the land owner, excluding lands previously acquired by A.D. 88-03. The value of the NNLAP acquisitions is then obtained by multiplying the total acquired acreage by the current Public Land Acquisition Value. This value will be credited against the Gross Fee.
4. Calculate the Net Fee or reimbursement for the project. The Net Fee or reimbursement is based on the difference between the Gross Public Land Acquisition Fee of the project as calculated in Step 1 and the A.D. 88-03 reimbursement from Step 2 plus the total value of the Public Land acquisitions from Step 3.
5. If a Net Fee results, this net amount would be allocated to the net acreage and paid at the issuance of a building permit. This Net Fee amount would be proportionately assigned to each private developable parcel based on its percentage share of the net acreage of all private developable parcels. Residential land may have the net fee apportioned to the residential units on a per unit basis. The Net Fee is assigned to parcels on the tentative map even though changes in net acreage may occur in the process of implementing final maps. The City may allow a property owner to transfer the net fee between parcels on the same map. The net fee per parcel or unit will be adjusted annually by the increase in the Public Land Acquisition Value until the fee is paid at building permit.
6. If a reimbursement results (the acquired land has a higher cost than the applicable gross fees based on the established Public Land Acquisition Value), then the original property owner would be reimbursed the difference in value although the property owner may transfer the reimbursement to a subsequent owner. Acceptance of the transfer will be at the discretion of the City and is not intended to apply to the end user of single family lots. The property owner is not eligible to receive a reimbursement until all dedications on the map have occurred. The reimbursement will be adjusted annually for changes in the Public Land Acquisition Value. The City will determine when a reimbursement can be paid based on the availability of fee funds and future land acquisition needs. Reimbursements would be on a first-come, first-served basis.
7. Add the Regional Park fee component to the Net Fee. The regional park component will always be paid in full regardless of balance of Public Land dedications and fees.

The example below shows how the Net Land Acquisition Fee would be calculated.

Assumptions: 10 Gross Acres (7.5 net) in the project  
4 gross acres (3 net acre) of retail  
and 6 gross acres (4.5 net acres) of low density residential (7 du/ net acre)  
with 1.0 acre of Public Land acquisitions

1995 land value equal \$72,900  
Gross Public Land Acquisition Fee equals \$9,291 per gross acre  
Regional Park Acquisition Fee equals \$1,120 per gross acre

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A.D. 88-03>NNLAP Reimbursement equals \$5,000

Gross Public Land Acquisition Fee Revenue	\$92,910	(10 acres x \$9,291)
Less A.D. 88-03>NNLAP Reimbursement	\$5,000	
Less Total Value of All Acquired Public Lands	\$72,900	( 1.0 acre x \$72,900)
Net Fee Amount Excluding Regional Park Fee	\$15,010	
Regional Park Fee	\$27,220	(10 acres x \$2,722)
Total Land Acquisition Fee Revenue	\$42,230	
Net Fee per Net Developable Acre	\$5,631	(\$42,230 / 7.5 net acres)
Net Fee per Residential Unit	\$804	(\$5,631 / 7 du/acre)

For non-residential parcels, the fee would be assigned based on the percentage share of the parcels net acreage to the total net acreage of project. For residential parcels, the fee would be assigned to each unit based on the percentage share for each unit to the total number of units in the residential area.

The example below shows how the Reimbursement would be calculated.

Assumptions: 10 Gross Acres (7.5 net) in the project  
4 gross acres (3 net acre) of retail  
and 6 gross acres (4.5 net acres) of low density residential (7 du/ net acre)  
with 2.0 acres of Public Land acquisitions

1995 land value equal \$72,900  
Gross Public Land Acquisition Fee equals \$9,291 per gross acre and  
Regional Park Acquisition Fee equals \$1,120 per gross acre.

Gross Public Land Acquisition Fee Revenue	\$92,910	(10 acres x \$9,291)
Less Total Value of All Acquired Public Lands	\$145,800	( 2.0 acres x \$72,900)
Reimbursement Amount	(\$52,890)	
Regional Park Fee	\$27,220	(10 acres x \$2,722)
Regional Park Fee per Net Developable Acre	\$3,629	(\$27,220 / 7.5 net acres)
Regional Park Fee per Residential Unit	\$518	(\$3,629 / 7 du/acre)

The reimbursement would be paid on a first come first served basis from revenues available in the>NNLAP fund. The Regional Park Fee is paid regardless of the Net Fee or Reimbursement resulting from the acquisition of Public Lands.

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## DEFERRED PAYMENT FOR INITIAL PARTICIPANTS

Determining the estimate of land value in the earlier years of the program is difficult because there is little or no relevant sales information within the North Natomas Area. Using the initial "estimate of the land value" could unfairly penalize early participants if the land value estimates are overestimated. This is particularly true for the share of the land acquisition fee calculated for the regional park. Acquisition of the regional park will involve negotiations between the City and the property owners. The cost funded through the>NNLAP will be the actual cost to the City of acquiring the regional park land.

As a result of the uncertainty of the initial "estimate of land value" and the resulting fee, the>NNLAP will include a deferred payment plan. At the end of the deferred payment plan, the actual costs of land acquisition and therefore any resulting fees or reimbursements will be known with much more certainty than the initial estimates.

The deferred payment program includes the following features:

### Fee Payment for All>NNLAP Lands Except Regional Park

#### Residential Land Uses

1. Participate in residential fee deferral program in which entire fee obligation is collected at close of escrow.

#### Non-Residential Land Uses

1. Initial payment equals 50% of Gross Fee paid at building permit
2. Remaining 50% paid in three annual installments secured by enforceable lien.
3. Total obligation will be determined at the end of the fourth year based on the three-year weighted average fee established in the fourth year. The Net fee or reimbursement will be adjusted accordingly.
4. The 1995 Estimate of Value prepared by Clark Wolcott will not be included in the three year average. If there have not been adequate sales within North Natomas to fairly establish the estimate of land value within the three year period, the payment period may be extended to five years by resolution of the City Council.
5. Credits against the Gross Fee will be applied to first installments.
6. A landowner electing to defer payments as set forth above shall enter into a payment agreement in a form acceptable to the City Attorney.

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Regional Park Fee

1. The maximum Regional Park Fee assigned to any initial participant will not exceed the amount that the fee would be if the current Public Land Acquisition Value (PLAV) was used as the price to acquire the regional park land in establishing the regional park fee.

Example of Maximum Regional Park Fee for Initial Participants

Regional Park Acquisition	181 Acres
Current PLAV	\$72,900 Per Acre
Maximum Acquisition Value	\$13,194,900
Total Gross Acres	4,847
Maximum Fee Per Gross Acre	\$2,722

2. The actual Regional Park Fee will be recalculated once the acquisition agreement(s) covering entire regional park are approved by the City. The land acquisition cost will include the price of the land and any City acquisition expenses. The remainder of the Regional Park Fee will be due at this time.
3. Landowners may defer payment of the Regional Park Fee by entering into a payment agreement in a form acceptable to the City Attorney, which agreement shall contain, among other things, the amounts of the initial installment payments negotiated between the parties, provided, however, that the amount of the initial payment shall not be less than 25% of the maximum fee. The obligation to pay the fee on a deferred basis shall be secured in a manner acceptable to the City. Security for such payment provided by a suitable letter of credit will be acceptable to the City.
4. Once the acquisition agreement(s) are approved by the City, the installment payment program will cease. The regional park fee may be deferred through other programs approved by the City.

Reimbursement

1. If initial and installment payments are in excess of the total fee obligation, the non-residential property owner or residential builder will be reimbursed the difference within 90 days.

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**Figure 22A**  
**North Natomas Financing Plan**  
**Land Acquisition Program**  
**Estimated Land Acquisition Cost - Updated October 9, 1995**

Land Acquisition Category	Acreage	Acquisition Cost / Acre	Total Acquisition Cost
		(1)	
<b>Public Lands</b>		\$72,900	
Open Space/Buffer	225.1	\$72,900	\$16,409,790
Canal Right-of-Way (2)	128.7	\$72,900	\$9,382,230
RT Right-of-Way (3)	41.0	\$72,900	\$2,988,900
Overcrossings & Street Oversizing Right-of-Way	110.3	\$72,900	\$8,037,225
Civic Lands (4)	39.6	\$72,900	\$2,886,840
Detention Basins (5)	0.0	\$72,900	\$0
Interchanges (6)	30.0	\$72,900	\$2,187,000
<b>Subtotal Public Lands</b>	<b>574.7</b>		<b>\$41,891,985</b>
Regional Park (7)	181.0	To Be Determined	
200-Acre Conjunctive Use Site			
<b>TOTAL (EXCLUDING REGIONAL PARK)</b>	<b>574.7</b>		<b>\$41,891,985</b>
<b>TOTAL GROSS DEVELOPABLE ACRES</b>	<b>4,847.1</b>		
<b>Average % of Acres Acquired per Gross Acre (Excluding Regional Park)</b>	<b>12%</b>		

*land value.*

- (1) Reflects uniform cost basis for all acquisitions regardless of the use of the site. The estimated per acre cost reflects an agreed to amount across all land uses which does not necessarily reflect each individual parcel's fair market value.
- (2) Includes acreage for new drainage canals, pump stations and the swale on-site and off-site.  
Acreage provided by Borcall & Associates in a memo. from the City dated November 19, 1993.
- (3) LRT right-of-way includes rail line right-of-way plus transit stations and park and rides.
- (4) Civic uses include fire stations, 3 community centers, library, public utilities and other cultural and entertainment uses. The acreage excludes ten acres for the community center and police substation included in the regional park site.
- (5) All of the detention basins are included in the sub basin drainage cost and will be paid with revenues from the storm drainage fee.
- (6) Cost based on estimate provided by Dolden Engineering. Ultimately, all land within the Project Area will be acquired at the Public Land Acquisition Value. Land outside of the Project will be acquired at fair market value.
- (7) The regional park site contains approximately 200 acres with conjunctive uses. The total land dedication acreage includes the regional park, a community center, and a police substation. The 200-acre site also includes 10.0 acres of conjunctive use with the high school, but this acreage will be owned by and dedicated to the School District. Also, 7.1 acres of a detention basin are included within the regional park site, but will be acquired from funds collected from the storm drainage fee.  
The acquisition cost per acre will be determined by formal appraisal or actual acquisition price.

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Figure 22C  
Valuation Summary Chart

Quadrant	Land Use	Fee Value Per Gross Acre	Special North Natomas Fees & Bonds Per Acre	Net Value Per Gross Acre	Total Net Acres	Gross to Net Acreage Factor	Total Gross Acres	Total Value
1	Low Density Res.	\$146,300	\$81,171	\$65,129	117.80	0.82	143.66	\$9,356,337
1	Medium Density Res.	\$134,000	\$104,196	\$29,804	154.50	0.85	181.76	\$5,417,315
1	High Density Res.	\$127,600	\$122,198	\$5,402	62.50	0.87	71.84	\$388,075
1	Emp. Center - 30	\$153,157	\$93,839	\$59,318	64.20	0.88	72.95	\$4,327,503
1	Emp. Center - 40	\$196,717	\$109,904	\$86,813	227.10	0.88	258.07	\$22,403,821
1	Emp. Center - 45	\$191,490	\$98,184	\$93,306	25.10	0.88	28.52	\$2,661,330
1	Emp. Center - 50	\$207,868	\$114,134	\$93,734	143.70	0.88	163.30	\$15,306,336
1	Emp. Center - 65	\$224,247	\$128,903	\$95,344	44.40	0.88	50.45	\$4,810,548
1	Emp. Center - 80	\$273,382	\$135,649	\$137,733	25.00	0.88	28.41	\$3,912,881
1	Light Industrial	\$108,900	\$74,881	\$34,219	108.30	0.85	127.41	\$4,359,903
1	Convenience Comm.	\$304,920	\$231,302	\$73,618	8.60	0.88	9.77	\$719,448
1	Community Comm.	\$239,580	\$164,431	\$75,149	0.00	0.88	0.00	\$0
1	Village Comm.	\$239,580	\$201,089	\$38,491	12.70	0.88	14.43	\$555,485
1	Transit Comm.	\$239,580	\$207,508	\$32,072	0.00	0.88	0.00	\$0
1	Hwy Comm. <10	\$304,920	\$174,748	\$130,172	8.40	0.85	9.88	\$1,286,408
1	Hwy Comm. >10	\$304,920	\$156,508	\$148,412	17.20	0.85	20.24	\$3,003,160
2	Low Density Res.	\$146,300	\$63,542	\$82,758	929.00	0.82	1,132.93	\$93,758,759
2	Medium Density Res.	\$134,000	\$88,087	\$47,913	323.30	0.85	380.35	\$18,223,850
2	High Density Res.	\$127,600	\$104,569	\$23,031	228.80	0.87	262.99	\$6,056,888
2	Emp. Center - 30	\$153,157	\$78,210	\$76,947	11.40	0.88	12.95	\$996,811
2	Emp. Center - 40	\$196,717	\$92,275	\$104,442	56.10	0.88	63.75	\$6,658,165
2	Emp. Center - 45	\$191,490	\$80,555	\$110,935	0.00	0.88	0.00	\$0
2	Emp. Center - 50	\$207,868	\$96,505	\$111,363	35.40	0.88	40.23	\$4,479,830
2	Emp. Center - 65	\$224,247	\$112,274	\$111,973	35.20	0.88	40.00	\$4,478,928
2	Emp. Center 80	\$273,382	\$118,020	\$155,362	8.40	0.88	9.55	\$1,483,005
2	Light Industrial	\$108,900	\$57,052	\$51,848	0.00	0.85	0.00	\$0
2	Convenience Comm.	\$304,920	\$213,673	\$91,247	13.60	0.88	15.45	\$1,410,181
2	Community Comm.	\$239,580	\$146,802	\$92,778	37.60	0.88	42.73	\$3,964,151
2	Village Comm.	\$239,580	\$183,460	\$56,120	20.20	0.88	22.95	\$1,288,209
2	Transit Comm.	\$239,580	\$189,879	\$49,701	31.10	0.88	35.34	\$1,758,479
2	Hwy Comm. <10	\$304,920	\$256,119	\$48,801	0.00	0.85	0.00	\$0
2	Hwy Comm. >10	\$304,920	\$123,879	\$181,041	0.00	0.85	0.00	\$0
3,4	Low Density Res.	\$146,300	\$60,112	\$86,188	388.30	0.82	473.54	\$40,813,171
3,4	Medium Density Res.	\$134,000	\$82,155	\$51,845	278.40	0.85	325.18	\$18,858,774
3,4	High Density Res.	\$127,600	\$100,741	\$26,859	123.50	0.87	141.95	\$3,812,743
3,4	Emp. Center - 30	\$153,157	\$71,470	\$81,687	0.00	0.88	0.00	\$0
3,4	Emp. Center - 40	\$196,717	\$50,535	\$146,182	113.00	0.88	128.41	\$18,771,072
3,4	Emp. Center - 45	\$191,490	\$75,815	\$115,675	0.00	0.88	0.00	\$0
3,4	Emp. Center - 50	\$207,868	\$91,765	\$116,103	179.40	0.88	203.86	\$23,669,180
3,4	Emp. Center - 65	\$224,247	\$106,534	\$117,713	18.40	0.88	20.91	\$2,461,276
3,4	Emp. Center - 80	\$273,382	\$113,280	\$160,102	0.00	0.88	0.00	\$0
3,4	Light Industrial	\$108,900	\$58,006	\$50,894	43.60	0.85	51.29	\$2,610,563
3,4	Convenience Comm.	\$304,920	\$208,816	\$96,304	4.50	0.88	5.11	\$492,464
3,4	Community Comm.	\$239,580	\$141,745	\$97,835	23.50	0.88	26.70	\$2,612,639
3,4	Village Comm.	\$239,580	\$178,403	\$61,177	16.20	0.88	18.41	\$1,128,213
3,4	Transit Comm.	\$239,580	\$184,822	\$54,758	0.00	0.88	0.00	\$0
3,4	Hwy Comm. <10	\$304,920	\$250,746	\$54,174	0.00	0.85	0.00	\$0
3,4	Hwy Comm. >10	\$304,920	\$133,508	\$171,414	12.90	0.85	15.18	\$2,601,460
1	Sports Complex	not included in averaging			196.60	1.00	196.60	
Subtotal					4,145.80		4,847.07	
TOTAL (EXCLUDING SPORTS COMPLEX)					3,849.30		4,650.47	\$38,893,000
PUBLIC LAND ACQUISITION VALUE								\$72,900

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**Figure 22D**  
**North Natomas Financing Plan**  
**Estimated Gross Land Acquisition Fee - Updated October 9, 1995**

Land Acquisition	Estimated Acq. Cost	Plus Admin. 2.5%	Plus Land Value Cont'g 5.0%	Total Cost Basis for Fee	Gross Land Acquisition Fee (1)				
					Non-Res.		Residential		
					per gross acre	per gross acre	LD	MD per unit	HD
Public Land Acquisition	\$41,891,985	\$1,047,300	\$2,094,599	\$45,033,884	\$9,291	\$9,291	\$1,683	\$874	\$392
Regional Park Acquisition	To Be Determined	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$41,891,985</b>	<b>\$1,047,300</b>	<b>\$2,094,599</b>	<b>\$45,033,884</b>	<b>\$9,291</b>	<b>\$9,291</b>	<b>\$1,683</b>	<b>\$874</b>	<b>\$392</b>

\*land value\*

(1) All developable land uses will be subject to this land acquisition fee. Fee for residential is estimated at average per unit, but will be paid per acre.

	Gross	Net
<b>Millions:</b>		
Total Developable Acres	1,435.1	1,435.1
Single Family Acres (Low Density)	887.3	754.2
Single Family Acres (Medium Density)	476.8	414.8
Multi-Family Acres (High Density)	3,114.2	2,604.1
Total Residential	1,732.9	1,541.8
Non-Residential (commercial, office, & lt. Industrial)	4,847.1	4,145.9
Total Developable Acres		
Total Developable Units	9,775	9,775
Single Family Units (Low Density)	9,438	9,438
Single Family Units (Medium Density)	11,307	11,307
Multi-Family Units (High Density)	30,518	30,518
Total Residential		
Average LD Units / Acre	5.59	6.81
Average MD Units / Acre	10.63	12.61
Average HD Units / Acre	23.71	27.28

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Figure 23  
North Metamas Financing Plan  
Distribution of A.D. 88-03 NNLAAP Reimbursements

Assessment Number Original Revised	APN	Original AD			AD Remaining Principal's	Reimbursements		Current TOTAL CREDIT	Current 1095 APN	Assessment Number
		Quadr 1 Reimb.	Other Quads Reimb.	Total Reimb.		Credits				
1 00/0001	225 - 0060 - 023	\$0	\$0	\$0						
2 00/0002	225 - 0060 - 024	\$147,118	\$0	\$147,118						
3 00/0003	225 - 0060 - 025	\$105,859	\$0	\$105,859						
4 00/0004	225 - 0060 - 026	\$105,898	\$0	\$105,898						
5 00/0005	225 - 0060 - 027	\$108,231	\$0	\$108,231						
6 00/0006	NOT USED	\$0	\$0	\$0						
7 00/0007	225 - 0070 - 006	\$0	\$0	\$0						
8 00/0008	NOT USED	\$0	\$0	\$0						
9 00/0009	225 - 0070 - 006	\$0	\$0	\$0						
10 00/0010	NOT USED	\$0	\$0	\$0						
11 00/0011	NOT USED	\$0	\$0	\$0						
12 00/0012	225 - 0070 - 043	\$88,978	\$0	\$88,978						
13 00/0013	NOT USED	\$0	\$0	\$0						
14 00/0014	NOT USED	\$0	\$0	\$0						
15 00/0015	225 - 0070 - 048	\$108,296	\$0	\$108,296	1,587,830.88					
16 00/0016	NOT USED	\$0	\$0	\$0	31,878.01					
17 00/0017	225 - 0070 - 048	\$89,447	\$0	\$89,447	1,635,654.87					
18 00/0018	225 - 0070 - 050	\$65,194	\$0	\$65,194	0,051,874.04 (c)					
19 00/0019	NOT USED	\$0	\$0	\$0	843,700.59					
20 00/0020	NOT USED	\$0	\$0	\$0	1,058,268.82					
21 00/0021	NOT USED	\$0	\$0	\$0	4,382,816.15					
22 00/0022	225 - 0070 - 048	\$89,447	\$0	\$89,447	733,030.83					
23 00/0023	225 - 0070 - 048	\$65,194	\$0	\$65,194	486,887.08					
24 00/0024	225 - 0140 - 016	\$35,277	\$0	\$35,277	608,418.27					
25 00/0025	225 - 0140 - 017	\$20,868	\$0	\$20,868	98,838.23					
26 00/0026	225 - 0160 - 002	\$0	\$0	\$0	141,229.88					
27 00/0027	225 - 0160 - 003	\$48,312	\$0	\$48,312	815,224.48					
28 00/0028	225 - 0160 - 014	\$53,887	\$0	\$53,887	127,775.52					
29 00/0029	225 - 0160 - 015	\$825	\$0	\$825	713,088.74					
30 00/0030	225 - 0160 - 018	\$28,944	\$0	\$28,944	643,308.30 see 18					
31 00/0031	225 - 0160 - 022	\$301,302	\$0	\$301,302	168,780.44 see 18					
32 00/0032	225 - 0150 - 024	\$63,132	\$0	\$63,132	1,101,851.83 see 18					
33 00/0033	225 - 0150 - 026	\$41,870	\$0	\$41,870	1,023,701.33 see 18					
34 00/0034	225 - 0150 - 028	\$61,080	\$0	\$61,080	381,220.20 see 18					
35 00/0035	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
36 00/0036	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
37 00/0037	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
38 00/0038	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
39 00/0039	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
40 00/0040	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
41 00/0041	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
42 00/0042	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
43 00/0043	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
44 00/0044	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
45 00/0045	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
46 00/0046	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
47 00/0047	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
48 00/0048	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
49 00/0049	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					
50 00/0050	225 - 0150 - 028	\$61,080	\$0	\$61,080	see 18					



## Exhibit F

### Protest Waiver Provisions Agreed to by LANDOWNER

LANDOWNER understands and agrees that financing of the Infrastructure, public improvements and facilities (including the land covered by the NNLAP) and other programs required under the NNCP will be accomplished through a variety of financing mechanisms, including but not limited to a combination of special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts) and developer fees, all of which mechanisms are designed to spread the cost of those items in accordance with benefit and other methodologies. LANDOWNER further understands and agrees that an important component of this Agreement is LANDOWNER's advance consent to the formation of, or implementation of any such district or imposition of any such fee, and LANDOWNER's agreement not to protest or contest such formation, implementation or fee imposition.

Accordingly, LANDOWNER agrees for itself, its constituents, successors and assigns that it fully, finally and forever waives and relinquishes any right it may have to protest or contest the formation or implementation of any special assessment or tax district or any similar form of financing mechanism, or any combination thereof, together with any rights it may have to contest the imposition of any developer fee established or imposed pursuant to the North Natomas Finance Plan. Nothing in this Agreement, however, shall prevent LANDOWNER from presenting CITY any information or opinions regarding any financing mechanism CITY may from time to time consider establishing or imposing, which information or opinions relate to the dollar amount of any fees, assessments, taxes or other charges imposed by CITY pursuant to the North Natomas Finance Plan, or which information or opinions relate to the question of consistency of the financing mechanism with the North Natomas Finance Plan. If a financing mechanism is proposed for adoption by CITY, which mechanism both: (i) directly and significantly conflicts with the language and the intent of the North Natomas Finance Plan, as amended; and (ii) directly and significantly conflicts with the North Natomas Nexus Study adopted by the City Council in connection with establishment of development fees for the North Natomas Finance Plan Area, LANDOWNER shall have the right to protest only the actual amount of the directly and significantly conflicting proposed fee, charge, special tax, or assessment proposed to be levied, charged, assessed or taxed against the Property by virtue of the proposed financing mechanism. Provided, however, that LANDOWNER's said right to protest, together with any right to object, shall be waived unless LANDOWNER's protest of objection is made at or before the time of the public hearing wherein the proposed financing mechanism, together with the fee, charge, special tax or assessment is established by the City Council. LANDOWNER's right to judicial challenge of any such mechanism, and the fees, charges, assessments or special taxes imposed or to be imposed in connection therewith, shall be limited to review of the decision of the City Council establishing the said mechanism and the said fees, charges, assessments or special taxes; LANDOWNER shall not have the right, in connection with any land use entitlement proceeding with respect to the Property, to judicially challenge the financing mechanism or the fees, charges, assessments or special taxes as applied to the Property,

and waives any statutory or common law right to pay such fees, charges, assessment or special taxes under protest. For purposes of this Agreement, "fees, charges, assessments or special taxes" shall include any monetary exaction or payment required to be paid by LANDOWNER by virtue of or relating to development of the Property.

Without limiting the generality of the foregoing, LANDOWNER for itself, its constituents, successors and assignees specifically, as to the Property, agrees to the following which are adopted by the City Council pursuant to the North Natomas Finance Plan:

(1) Waives, and hereby grants advance consent to the formation and implementation of any and all special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts), fee districts or other financing mechanisms of a similar nature recommended or established by CITY for the purpose of financing infrastructure, public improvements and facilities (including land transfers as set forth in the NNLAP).

Without limiting the generality of the foregoing, LANDOWNER specifically waives: (i) the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 of the Streets and Highways Code, beginning at Section 2800), together with associated provisions of the California Constitution; (ii) the provisions of any other statute designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism; and (iii) the provisions of any procedure embodied in the Sacramento City Code designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism.

(2) Waives, and hereby grants advance consent to the formation and implementation of any and all special fees, exactions, development fees, assessments, taxes or other charges established by CITY for the purpose of financing infrastructure, public improvements and facilities (including land transfers as set forth in the NNLAP). Without limiting the generality of the foregoing, LANDOWNER specifically waives: (i) to the extent applicable, those statutory and constitutional provisions specified in paragraph (1) above; and (ii) the provisions of Government Code Sections 66000, et seq., or any other provision of law providing a procedure for contest or protest of establishment or imposition of special fees, exactions, development fees, assessments, taxes or other charges of a similar nature.

(3) Agrees to: (i) affirmatively petition CITY, where applicable, for the formation of all special districts and other financing mechanisms that have been or will be in the future selected or recommended by CITY in order to implement the North Natomas Finance Plan; (ii) execute an irrevocable proxy or proxies when necessary (such as in the formation of, or imposition of taxes relative to, a Mello-Roos Community Facilities District) authorizing a representative designated by CITY, who will vote in favor of establishing the specific financing mechanism in question; and (iii) execute immediately upon presentation

any document which is required or convenient for the formation of the district or facilitation of the particular financing mechanism.

LANDOWNER agrees and specifically represents to CITY that it is fully aware of all of its legal rights relative to the waivers, advance consents and other agreements set forth herein, having been fully advised by its own independent attorneys. Having such knowledge and understanding of its rights, LANDOWNER has nevertheless voluntarily entered into the Agreement, of which this Exhibit is a material part. LANDOWNER is aware that CITY is relying on the representations contained in this Exhibit in entering into the Agreement.

**ORDINANCE NO. 99-050**

**SEP 28 1999**

**EXHIBIT G**

**IRREVOCABLE OFFER OF DEDICATION FORM**

**SEE ATTACHED**

**ORDINANCE NO. ~~99-050~~  
SEP 28 1999**

RECORDED FOR THE BENEFIT OF  
THE CITY OF SACRAMENTO

WHEN RECORDED RETURN TO:

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
1231 "I" STREET, SUITE 200  
SACRAMENTO, CA 95814

SAMPLE

ACCEPTANCE OF OFFER OF DEDICATION

IRREVOCABLE OFFER OF DEDICATION OF \_\_\_\_\_ INTERESTS IN REAL PROPERTY  
HAVING BEEN MADE BY \_\_\_\_\_ TO CITY OF SACRAMENTO  
AND RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, STATE OF  
CALIFORNIA, IN BOOK \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_ ( *subdivision name* )

THE UNDERSIGNED OFFICER HAVING BEEN AUTHORIZED TO ACCEPT DEDICATION PURSUANT  
TO THE AUTHORITY CONFERRED BY RESOLUTION NO. 84-537, ADOPTED ON JUNE 26, 1984  
BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO:

NOW, THEREFORE, THE UNDERSIGNED OFFICER HEREBY ACCEPTS SAID OFFER OF DEDICATION  
IN FEE TITLE, REFERENCE TO SAID OFFER AND THE RECORD THEREOF BEING MADE FOR A  
DESCRIPTION OF THE PROPERTY.

DATED: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL KASHIWAGI  
DIRECTOR OF PUBLIC WORKS,  
TECHNICAL SERVICES,  
CITY OF SACRAMENTO

STATE OF CALIFORNIA ) SS

COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, BEFORE ME \_\_\_\_\_  
PERSONALLY APPEARED \_\_\_\_\_ PERSONALLY KNOWN TO ME (OR  
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.

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: \_\_\_\_\_

ORDINANCE NO. 99-050

SEP 28 1999

**EXHIBIT H**

**MAP AND CATEGORICAL LISTING  
OF LAND AND INFRASTRUCTURE**

**SEE ATTACHED**

**ORDINANCE NO. 99-050**

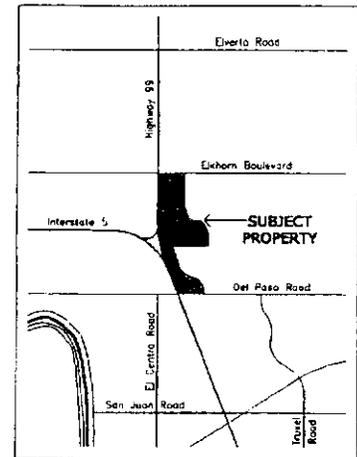
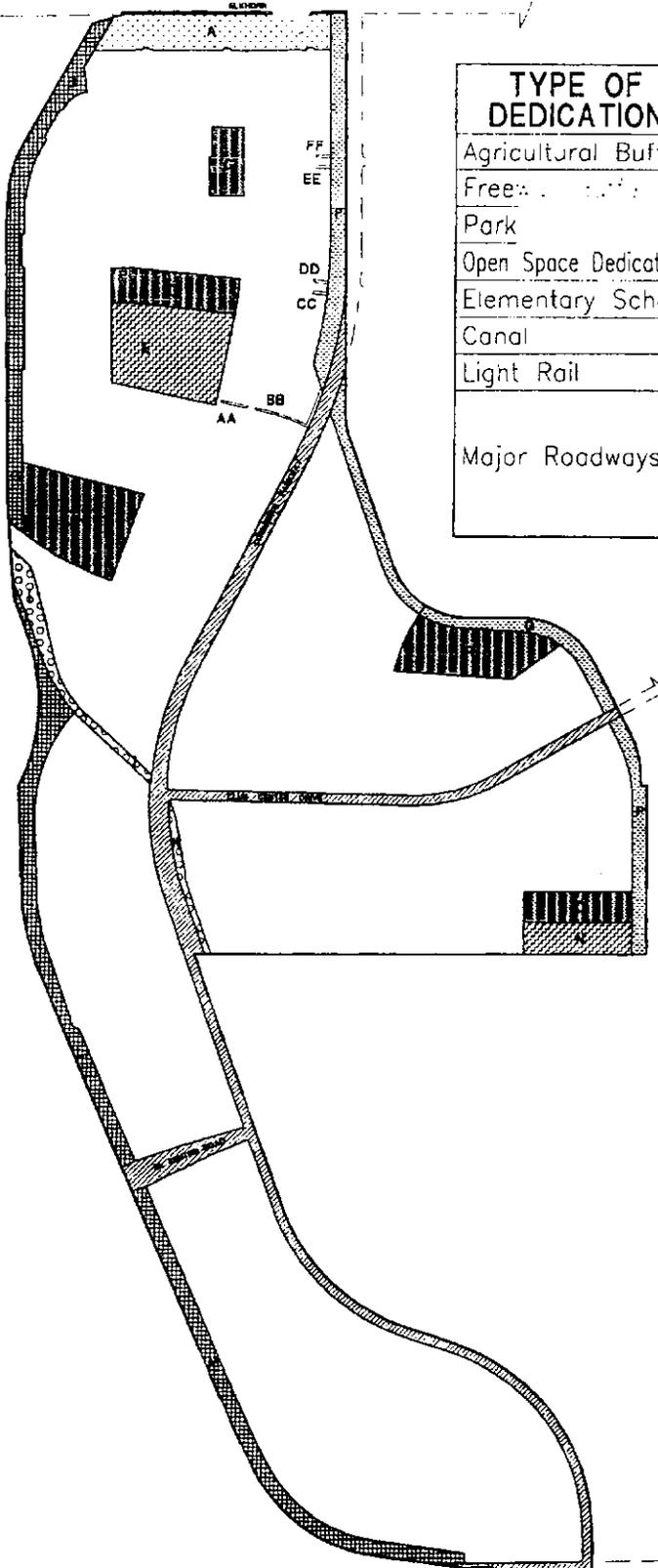
**SEP 28 1999**

AREAS

# EXHIBIT H

TYPE OF DEDICATION	KEY	LOT #	ACREAGE
Agricultural Buffer	[Dotted Pattern]	Lot A	8.9
Free	[Stippled Pattern]		
Park	[Cross-hatched Pattern]		
Open Space Dedication	[Diagonal Lines]	Lots AA, BB, CC, DD, EE & FF	0.5
Elementary School	[Horizontal Lines]	Lots E & N	14.6
Canal	[Vertical Lines]	Lots F, Q & P	16.6
Light Rail	[Circle Pattern]	Lots I, J & K	4.3
Major Roadways	[Diagonal Lines]	El Centro Road Club Center Drive Commerce Parkway Elkhorn Blvd. Main Ave.	46.6

**TOTAL** 146.6 AC.



**VICINITY MAP**  
Not to Scale

**ORDINANCE NO. 99-050**  
SEP 28 1999

## SCHUMACHER PROPERTY

SHEET NUMBER

OF 1 SHEETS

JOB NUMBER  
SA1047

# NOLTE

BEYOND ENGINEERING

1750 CREEKSIDE OAKS DR. SUITE 200, SACRAMENTO, CA 95833  
916.641.1500 TEL. 916.641.9222 FAX WWW.NOLTE.COM

PREPARED FOR: KERN SCHUMACHER

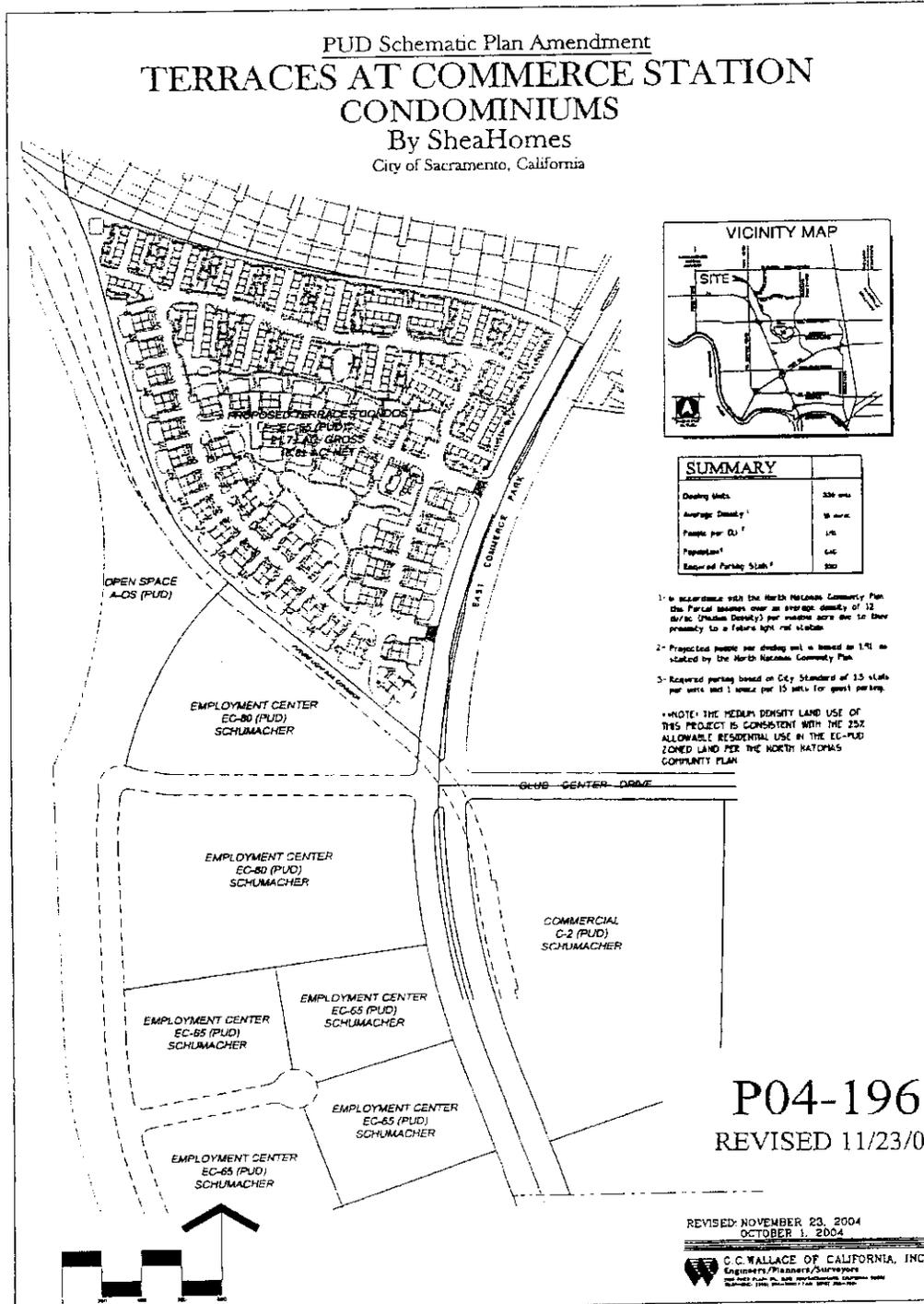
DATE SUBMITTED: 7/30/99

DATE: SERVICE: TIME: SERVER: PATH: DRAWING NAME:

## *Appendix - Exhibit B*

Shea Homes Commerce Station PUD Residential  
Development Standards and Design Guidelines

Exhibit 1C – Proposed PUD Schematic Plan Amendment



## Exhibit 1D -- Draft PUD Guidelines Amendment

**DRAFT****P04-196**  
REVISED 11/23/04**SECTION II. RESIDENTIAL USES  
(MEDIUM AND HIGH DENSITY)****A. Permitted Uses**

The Employment Center designation allows up to 25% of the employment center acreage to be developed as multi-family product.

Multi-family permitted uses within the overall PUD may include townhouses, condominiums, garden apartments, conventional apartments, senior citizen housing, and all other uses permitted by City ordinances, resolutions and other documents. In addition, small retail commercial uses such as a coffee shops, newsstands and other local serving businesses are permitted on the ground floor of the multi-family uses as a convenience to the local residents.

**B. Density**

The mix of residential opportunities within the Commerce Station PUD area will meet the needs of a broad range of people on the socio-economic scale. Residential neighborhoods will be safe for residents, particularly for children; quiet and buffered from noise and other nuisance factors; convenient in terms of access to services, schools and shopping; pedestrian-friendly; protected from through vehicular traffic; and clearly defined with a central focus on neighborhood activity.

A specific number of units are assigned to each parcel. Medium density parcels range from 7-21 units per net acre, with a target density of 12 dwelling units per net acre. High-density parcels range from 11-29 units per net acre, with a target density of 22 dwelling units per net acre, and may exceed more than 29 units per acre near public transit. Projects of relatively small scale, up to 12 units, shall generally conform to the Single-Family Building Standards.

Multi-family parcels may be a maximum of 200 units and eight acres. If larger, the parcel must be divided by a public street or pedestrian access. Larger multi-family parcels shall avoid massive structures, using a scale compatible with neighboring parcels.

As detailed plans are prepared and PUD schematic plans are submitted, the actual number of units may vary from what is proposed by the Land Use Plan.

**P04-196**

REVISED 11/23/04

**C. Setbacks and Building Orientation**

Medium and high-density buildings are encouraged to be oriented to the public street by providing windows, front doors and other entry features along the street. For security, landscaping or other suitable barriers shall be provided between sidewalk and entrances or windows

Units will have a minimum setback of 12'-6" from the street (from back of walk where there are no split sidewalks). In the case of split sidewalk, the minimum setback shall be 7'-6" from back of walk, to the extent consistent with the public utility easement.

Site design is expected to encourage orientation to the street and ease of access. Unobstructed walkways are encouraged to allow for ease of pedestrian movement between uses such as multi-family, neighborhood commercial and employment center. Side yard setbacks shall be 5'-0" for up to three stories in height. Rear yard setbacks shall be 15'-0".

**D. Landscaping****1) Street Trees**

The Commerce Station area shall be defined by its comfortable, tree-lined streets. All streets bounded by multi-family housing within Commerce Station shall be lined with shade trees, planted in a linear pattern along the sidewalk, to provide a cool and comfortable environment for residents. Particularly in the current era of mass construction, the consistent use of shade trees, with species pre-selected for each street, will provide a cohesive appearance to the community while improving the aesthetic environment and air quality. The multi-family buildings will serve as a "backdrop" to the tree-lined streets.

With the intent to create this shade tree canopy over the sidewalk, the parcel builder shall provide and install, at minimum, 5-gallon size trees at an average spacing of 30' on center, as measured along the entire length of the street, according to the Street Tree List in Table VIII.3. Street trees shall be located 4'-0" in distance behind the back of the sidewalk.

Where there are split sidewalks (sidewalks not abutting the back of the curb), there shall be a continuous planter, 5'-0" in width, inside

dimension, on designated streets between the sidewalk and the curb, within which the street trees shall be planted.

If spacing is interrupted by street lights or driveways, trees shall be re-spaced to accommodate required clearances while keeping required quantity of trees on average. Under trees along split sidewalk and non-split sidewalk streets, install turf or low-growing groundcover. All planting shall conform to City standards for sight line requirements at intersections and driveways.

#### 2) On-Site Open Space Landscaping

The site plan for each multi-family parcel shall address landscaping for both active and passive open space uses. Open spaces possibly consisting of playgrounds, picnic areas, tot lots, pools, and/or recreation rooms are strongly encouraged.

#### 3) Other Multi-Family Parcel Landscaping

Landscaping is required in front and street side yard setback areas.

Planting next to the foundations of the buildings are encouraged, with plants selected with consideration for their mature size and height. Planting location, size and shape should be considered so as not to hide the front of the building and thereby decrease security.

Plants should be selected which are tolerant of Sacramento's climate. Low-maintenance plant materials are encouraged to reduce pruning, spraying and litter clean-up. Plants chosen should be pest and disease resistant.

#### 4) Landscaping as a Visual Screen

All open areas visible from a public area shall have ground cover and vertical landscape elements to screen yards, patios and decks. All privacy fences shall have a minimum 2'-0" deep consistent landscape strip in front to soften the fencing.

#### 5) Irrigation and Drainage

Sprinkler/irrigation systems are required. Systems should be automatic, controlled by a timer, and not subject to easy vandalism. Pop-up heads recessed into the round or drip systems are strongly

encouraged. Sprinkler systems should be designed so that they do not spray onto sidewalks (which interferes with pedestrians) or walls of buildings (which leads to staining). Sprinkler controls shall be screened from street view.

Grading of multi-family sites shall provide for storm drainage to either on-site systems, or to the street, if appropriate. Grading shall always be away from buildings. Downspouts should terminate in underground piping to the storm system or to splash blocks or swales. All roof drainage should terminate in established storm drainage systems.

#### **E. Building Height**

Multi-family buildings shall be limited to three (3) stories in height, with design elements such as chimneys, roof peaks and cupolas projecting up to ten (10) feet higher.

#### **F. Building Design**

Within the Commerce Station area overall, architectural diversity is important and is strongly encouraged. The use of different "styles" and materials is intended to add variety to the buildings. Streetfront elevations shall be varied in mass, depth, wall elements, entrance doors, window treatment and roof forms. To balance this diversity, the public design features (street landscaping, visible fencing, arcades, entries, esplanades, and public buildings) will be treated with an eye to unity and consistency.

It is anticipated that in general, each multi-family development within the Commerce Station area will have its own consistent architectural style, with some variation.

Large structures are to be avoided. Long, uninterrupted wall surfaces are strongly discouraged. Individual units should be suitably identified by staggered exterior walls, details or other means.

Street elevations should be broken with reveals, recesses, trim elements and other architectural features to provide visual interest. Details that can add interest and texture include posts or columns, shutters, window boxes, etc.

**P04-196**  
REVISED 11/23/04

1) Porches and Entries

Front porches and patios are encouraged on street front units to create a human-scale buffer between the sidewalk and the dwelling unit, and an area in which people can "see and be seen." The porch can be integrated with second floor elements to provide balconies and decks. Addresses should be aligned with entry doors and located for visibility from the street.

2) Roofs

The pitch of a roof shall be at least five feet in twelve feet. Roofs with a pitch of less than five in twelve may be permitted if the roof is harmonious with the overall design of the proposed improvement and is aesthetically pleasing. Porches should be the same roof pitch as the rest of the unit; flat roofs are to be avoided.

3) Projections and Bays

In order to encourage variety and scale, bays and projections will be permitted to project up to 3'-0" on the front of the building, and up to 2'-0" on the side and rear of the building.

4) Gutters and Downspouts

Fascia gutters are appropriate for new construction. Downspouts should be located away from the building for the best drainage, in the least noticeable areas. They should be avoided on street fronts, if possible.

5) Mechanical

All electric, gas, television, radio and telephone lines shall be placed underground. Large visible satellite dishes and telephone receiving equipment are not permitted or, if visible from streets or public areas, must be screened from view. Mechanical equipment will be installed consistent with the Comprehensive Flood Management Plan.

Utility meters must be visible for meter reading, but be either integrated into the design or be surrounded by suitable landscaping. Antennas for satellite TV should be located in areas not visible from adjoining properties, streets or public areas. Antennas mounted on towers must have City approval.

P04-196  
REVISED 11/23/04

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P04-196

REVISED 11/23/04

6) Recycling

Floor plans and internal and external features shall be designed to facilitate recycling, including provisions for recycling enclosures. Recycling and trash enclosures shall comply with the City Zoning Ordinance.

**G. Building Materials and Colors**

1) Materials

Within each multi-family project, building materials can be consistent, with different colors and accents. Materials can include, but are not limited to, stucco, wood siding, stone, brick, cedar shingles or other natural materials. Horizontal siding is preferred over vertical siding. In general, high quality materials are encouraged, and pre-fabricated inexpensive materials are discouraged; exterior plywood, such as T-111, is prohibited.

Shutters, trim, canvas awnings and moldings on windows are encouraged. Larger trim, such as 1x4's and 1x6's, are preferable to thin 1x2's. Aluminum windows in stucco walls without trim or stucco molding are not permitted. Raw or clear anodized aluminum window frames are strongly discouraged. Operable windows shall have screens so that they can be used for ventilation. Entry doors must meet the City Security Code, requiring viewers for safety.

"Permanent" roof materials such as concrete and clay tile are encouraged because of their low maintenance and consistent appearance over time. Wood shake or shingle roofing is also acceptable. When composition shingles are used, they should be the heavy laminated dimensional type, and be of at least 25-year quality.

2) Colors

There shall be color variation within each multi-family project, with a minimum of two colors plus a third color for accent or trim. For townhouses or detached units, color should vary for each side-by-side unit. For multi-family and stacked units, colors should vary within the building using bays, offsets and returns as break lines. A variety of wall textures are encouraged. Monotone wall surfaces without texture or color differentiation are discouraged.

**P04-196**

REVISED 11/23/04

### 3) Building Corners

In order to avoid the appearance of a false appliqué, no material change is allowed at corners. Material changes must occur at reverse corners or must return on the sidewall to the privacy fence. In no case shall this return be less than 4'-0".

### 4) Fencing

Fencing shall be constructed of wrought iron, concrete block or wood. Wrought iron, when used, shall be painted black or a compatible color with the building(s). Concrete block, when used, shall be split-faced and of a similar and compatible design to the conceptual community-wide walls or consistent with the building materials. Wood fencing shall be constructed of a minimum of 75 percent Western Red Cedar or Redwood. In general, chain link fencing is not permitted. All wooden fencing visible from public areas shall have a double rail and may be stained with a neutral semi-transparent stain compatible with the development.

### 5) Gates

Wrought iron or quality wood gates may be provided to allow access from yards to public ways. Although the City recognized the need for security measures, it is not recommended that multi-family projects become walled-in enclaves with few connections to the surrounding neighborhood or streets. Security gating is not encouraged, although special considerations will be made dependent upon final design of the site.

### 6) Accessories

Special attention should be paid to accessories on street frontages such as fencing, signage, mail slots, light fixtures, address numbers, hose bibs, railings, etc. Design of railings and steps should be compatible from unit to unit, with an overall consistency of theme and/or materials.

## H. Parking, Storage and Trash Enclosures

In terms of design, to the greatest extent possible, buildings shall address the street frontage and parking shall be internalized within the site plan. Parking

directly against buildings is strongly discouraged. Landscaping or walkways should be provided between buildings and paved parking areas.

A minimum of 1.5 parking spaces is required for each dwelling unit, provided at curbside or in gathered parking areas within approximately 200 yards of the unit. Guest parking areas must also be provided at the rate of 1 space per 15 units, clearly marked.

Surface parking areas shall have landscaped islands and shade trees, in compliance with City of Sacramento standards, with a minimum of one tree per five parking stalls. Stalls shall be sized in accordance with City standards. Long runs of parking places should be discouraged, regardless of how they are covered; and flat aluminum carport structures are strongly discouraged. Carport roofs should reflect the design of the buildings, and materials and colors should be compatible.

Parking areas visible from the right-of-way shall be landscaped for visual screening. When visible from the right-of-way, parks and other public areas, storage for boats, recreational vehicles, and trailers, as well as storage sheds, shall be fully enclosed.

Resident storage areas should be integrated into the building design to avoid cluttered patios and porches. Storage facilities integral with carports require architectural treatment consistent with the buildings, using similar design elements.

Trash storage areas should not be visible from public streets or other public areas. Trash enclosures should be constructed of concrete block or other durable material; wood is prohibited. Trash enclosures shall meet City standards for design and compliance with the City's recycling ordinance.

#### **I. Air Quality Mitigation and Transportation Systems Management Strategies**

Please see Section IX.

At full build-out, the highest concentration of people in the Commerce Station area will be located in the multi-family areas. Residents of this areas will have easy and convenient access to transit, as well as shopping at future neighborhood and convenience commercial developments without needing to get in their cars for each trip.

Builders are encouraged to design multi-family parcels and units to provide for innovations of the future. With the increasing use of electric cars, builders are encouraged to make their parcels flexible to accommodate on-site recharging stations.

#### **J. Toxic and Hazardous Material Handling**

Multi-family projects applicants are encouraged to design facilities that maximize recycling opportunities.

#### **K. Signage**

Multi-family housing projects may have entry directories, directional signs, street identification, regulatory signs and building addressing. The design and color of the signage package shall be coordinated and subject to approval.

##### 1) Detached Monument Signs

- a) Function: to identify multi-family projects by name.
- b) Location: ground-mounted in appropriate landscape area. If sign is located in grass area, the base must have a concrete mowstrip, flush with grade. Large landscape elements such as trees should serve as backdrop to the sign and should not obstruct the view of the sign face. Signs shall satisfy City requirements for visibility.
- c) Quantity: two (2) sign per street frontage per parcel.
- d) Size: no larger than 32 square feet, with a maximum height of 8'-0", including base.
- e) Material: may be constructed of painted metal, porcelain enamel, Lexan or similar high density plastic, or other high quality material. Sign base shall be constructed of masonry, including brick or the split-face block found throughout the community.
- f) Copy: shall include only the project name, address and/or logo. Signs perpendicular to the street shall be double-faced and have the same copy on both sides.
- g) Illumination: signs may be ground-lit or may have illuminated characters/designs.

##### 2) Attached Identifications Signs

- a) Function: to identify building address(s).

- b) Location: bottom of sign may be no closer than 3'-0" from the ground. Sign may not be located closer than 1'-0" from the sides of the walls or roofline. No sign shall be higher than the roofline.
- c) Quantity: one (1) sign per street frontage per building.
- d) Size: Sign materials shall not exceed 5 square feet.
- e) Materials: signs shall be comprised of individual letters or logo sections, with no exposed mounting hardware. All type of graphics shall have a minimum thickness of 2" and be of a color that contrasts with the background. Suitable materials include acrylic, aluminum, brass and painted steel, painted metal, porcelain enamel, or a high-quality plastic. Wood and painted backgrounds are prohibited. Sign background must be the building surface finish.
- f) Copy: address only.
- g) Illumination: address numbers should be lighted and readable from the street.

#### **L. Lighting**

Every multi-family parcel shall have adequate lighting to provide for security and visibility. Site lighting should not be pervasive, or impact surrounding or neighboring properties. Decorative lighting along walkways and driveways is strongly encouraged.



Exhibit 1F – Special Permit Site Plan

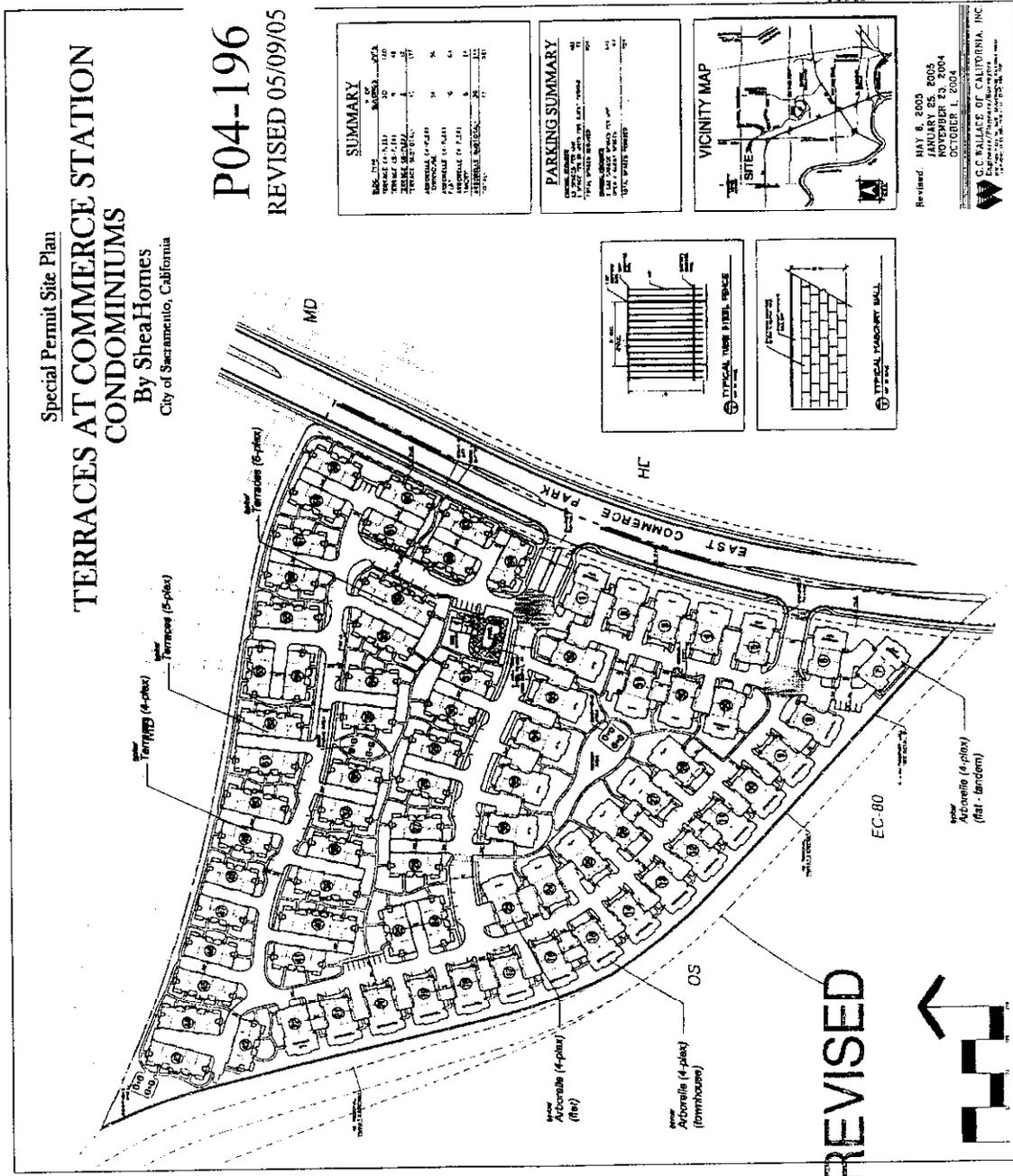
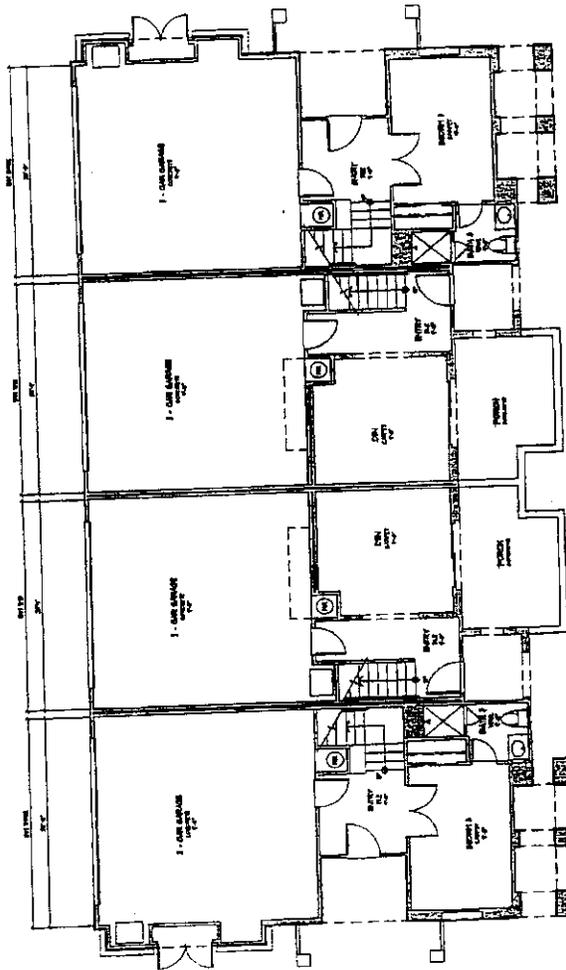




Exhibit 1H – Terraces – Fourplex – Floor Plans, Roof Plans, and Elevations



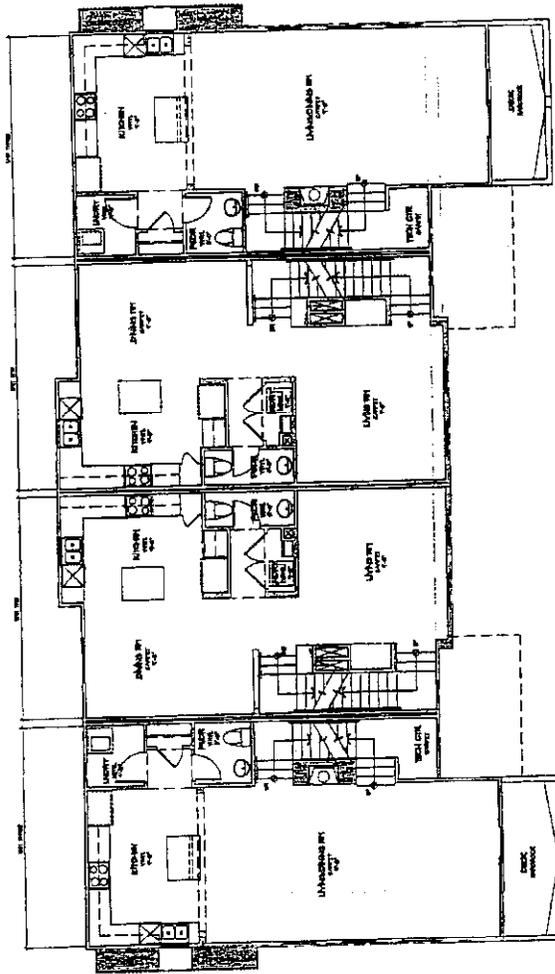
FIRST FLOOR PLAN  
Scale 1/8" = 1'-0"

NATOMAS  
SHEA HOMES  
FOURPLEX - FIRST FLOOR



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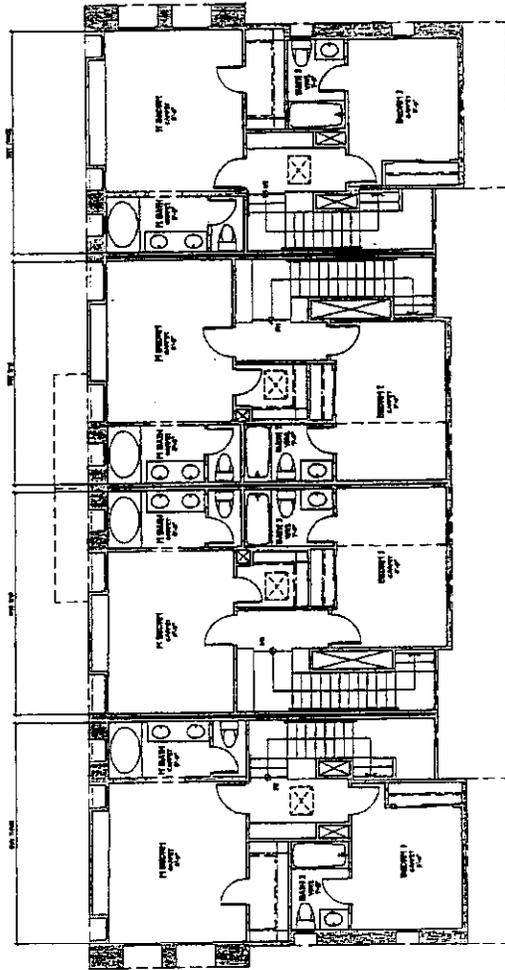
SECOND FLOOR PLAN  
SCALE 1/4" = 1'-0"

NATOMAS  
SHEA HOMES  
FOURPLEX - SECOND FLOOR



SEPTEMBER 16, 2004

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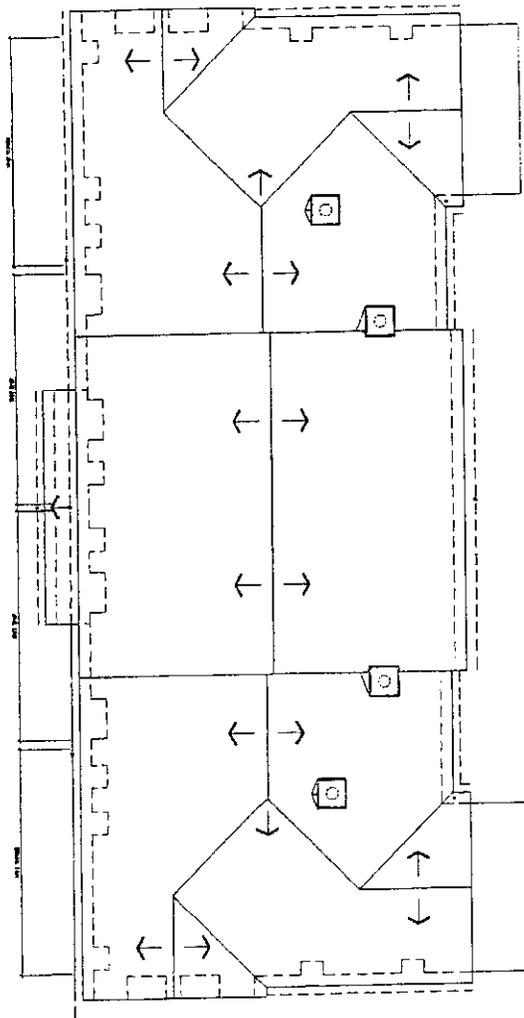
THIRD FLOOR PLAN  
1/2" = 1'-0"

NATOMAS  
SHEA HOMES  
FOURPLEX - THIRD FLOOR



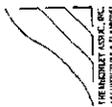
SEPTEMBER 16, 2004

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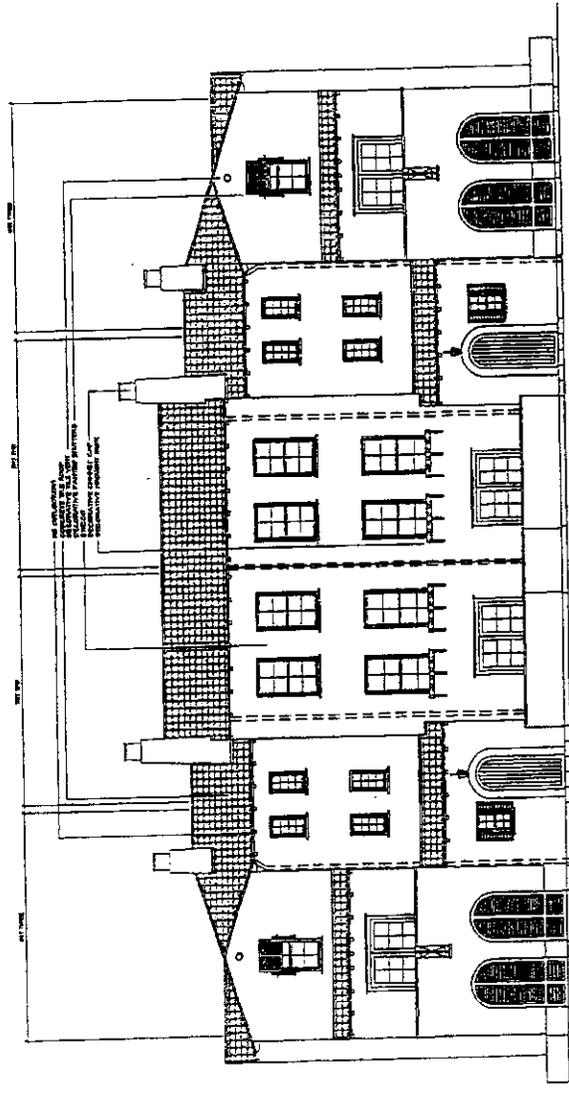
ROOF PLAN - A  
SCALE: 1/8" = 1'-0"

NATOMAS  
SHEA HOMES  
FOURPLEX - ROOF PLAN A



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FRONT ELEVATION - A  
SCALE: 1/8" = 1'-0"

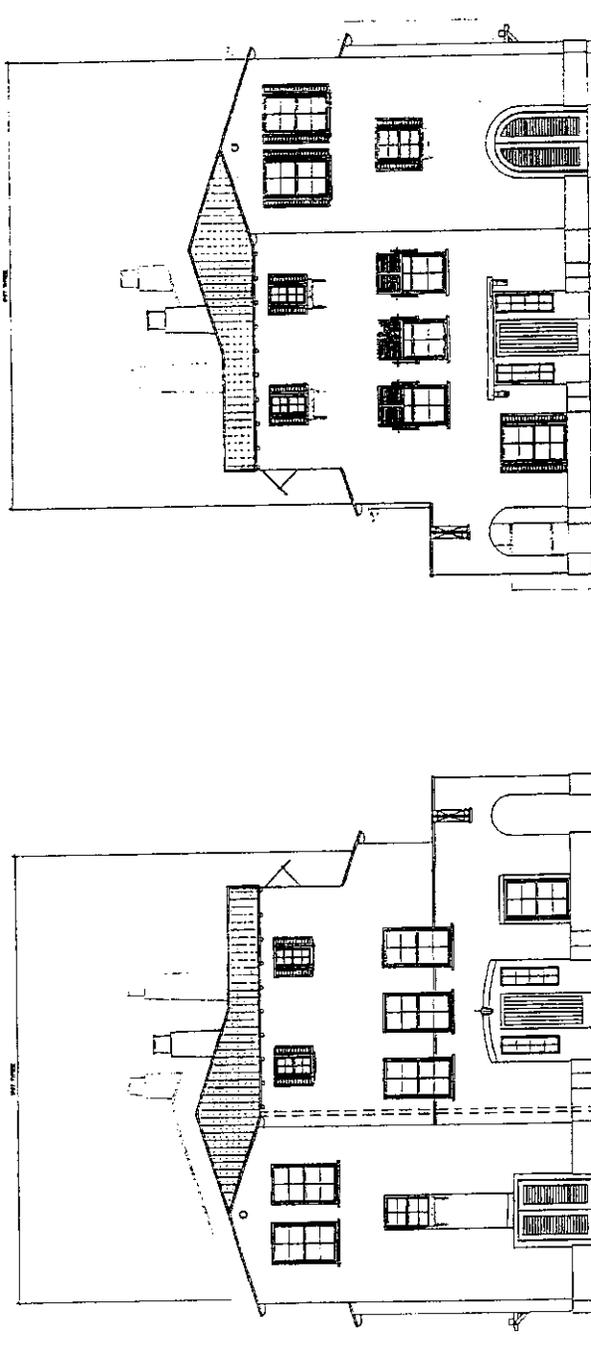
NATOMAS  
SHEA HOMES  
FOURPLEX - FRONT ELEVATION A



TRIMBLEY ARCH, INC.  
ARCHITECTS & INTERIORS

SEPTEMBER 16, 2004

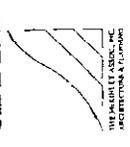
P04-196  
10-06-04

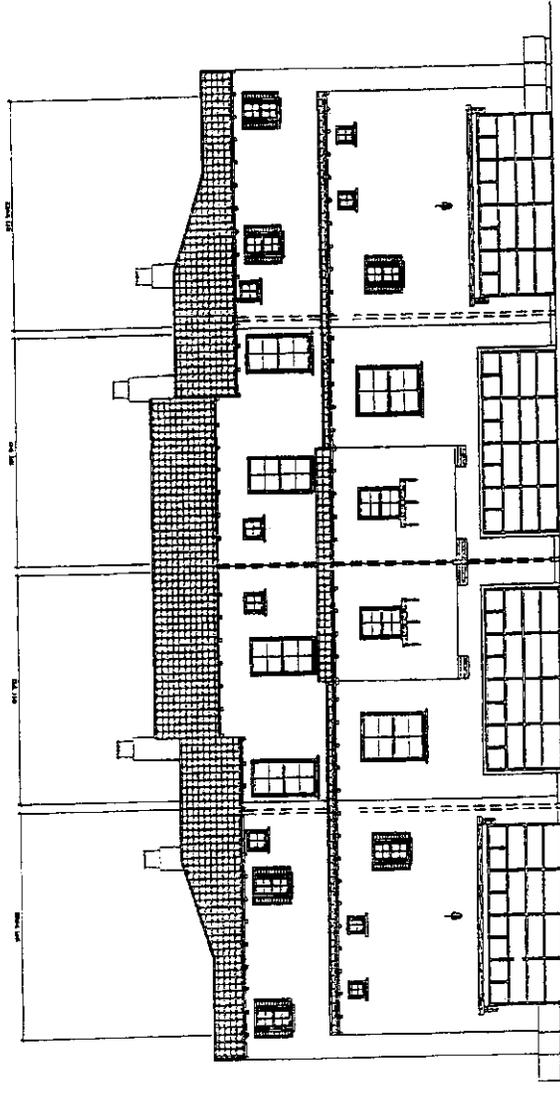


LEFT & RIGHT SIDE ELEVATION A  
SCALE 1/4" = 1'-0"

TERRACES AT COMMERCE STATION  
SHEA HOMES  
FOURPLEX - SIDE ELEVATIONS A

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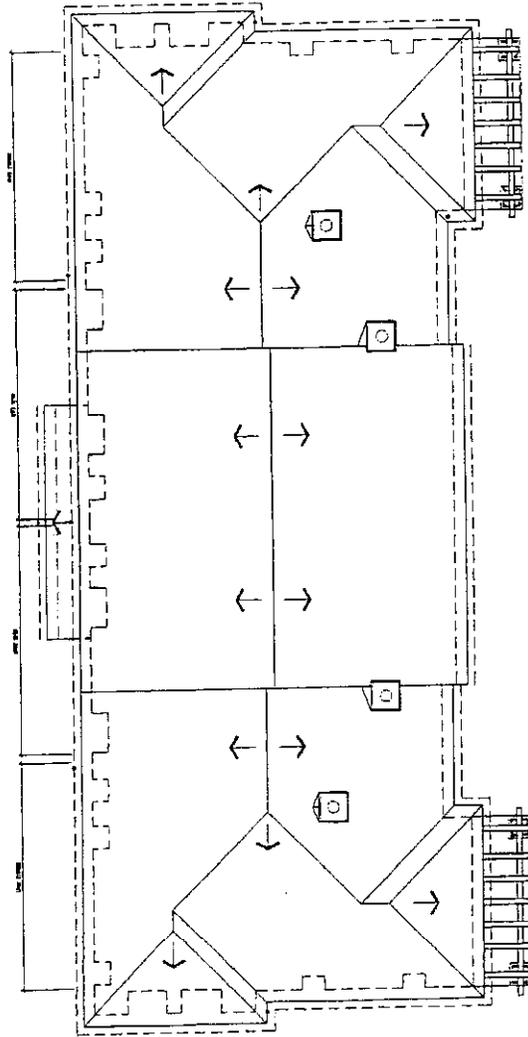
FRONT ELEVATION - A  
SCALE: 1/8" = 1'-0"

NATOMAS  
SHEA HOMES  
FOURPLEX - REAR ELEVATION A



THE MULVEY GROUP, INC.  
ARCHITECTURAL FIRM  
SEPTEMBER 16, 2004

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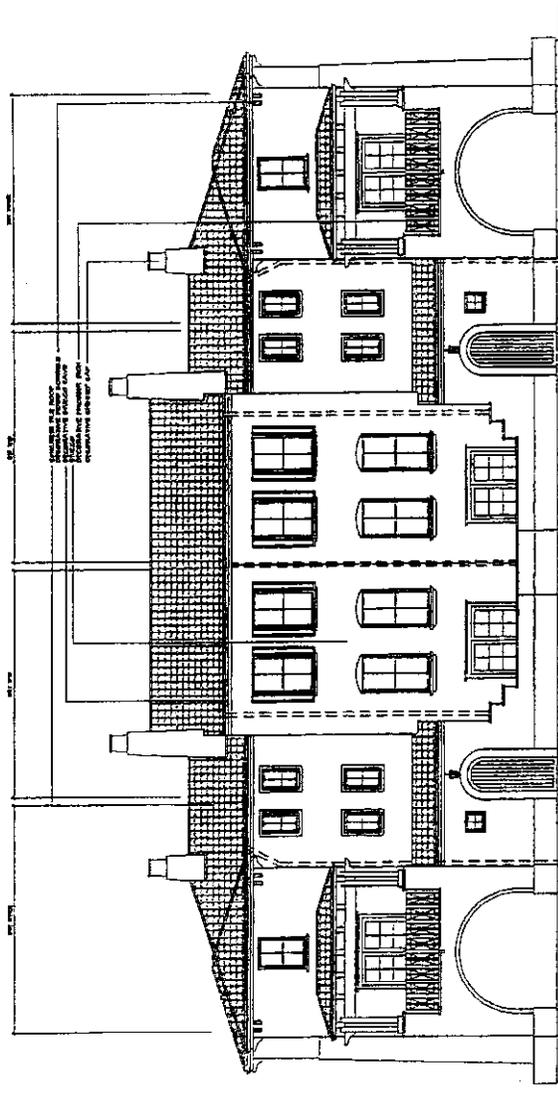
ROOF PLAN - B  
Scale: 1/8" = 1'-0"

NATOMAS  
SHEA HOMES  
FOURPLEX - ROOF PLAN B



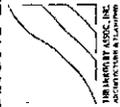
THE NATOMAS GROUP, INC.  
ARCHITECTS/INTERIORS DESIGNERS  
SEPTEMBER 16, 2004

P04-196  
10-06-04



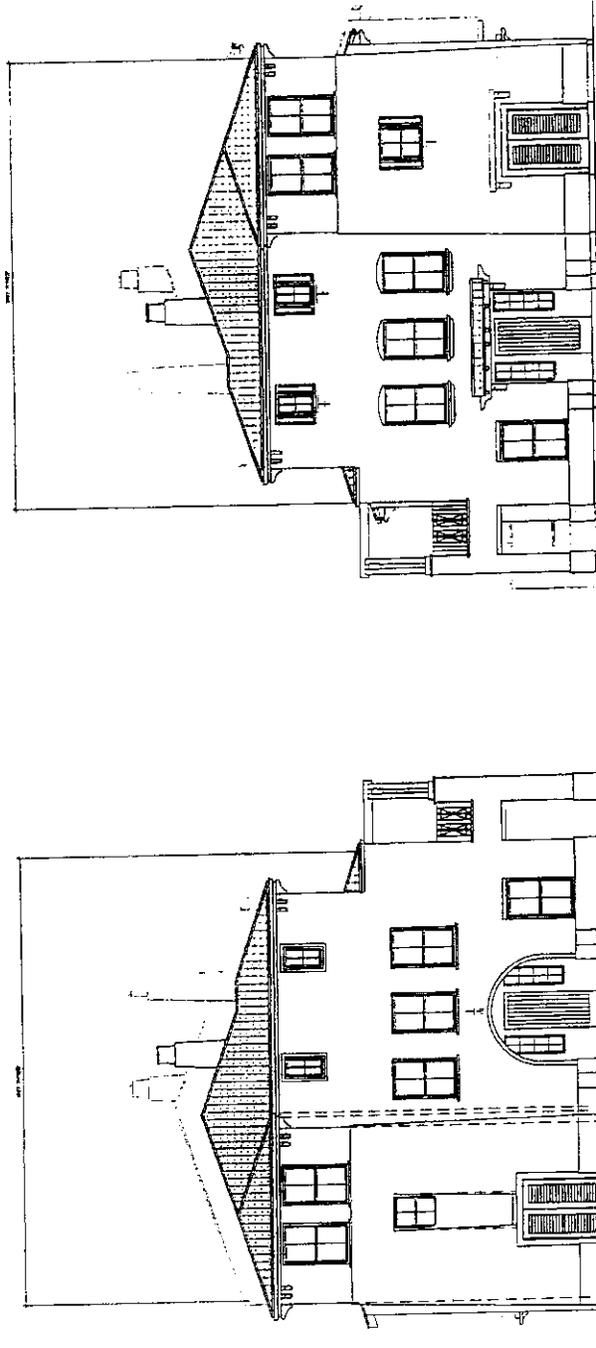
FRONT ELEVATION - B  
Scale 1/4" = 1'-0"

NATOMAS  
SHEA HOMES  
FOURPLEX - FRONT ELEVATION B



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10-06-04



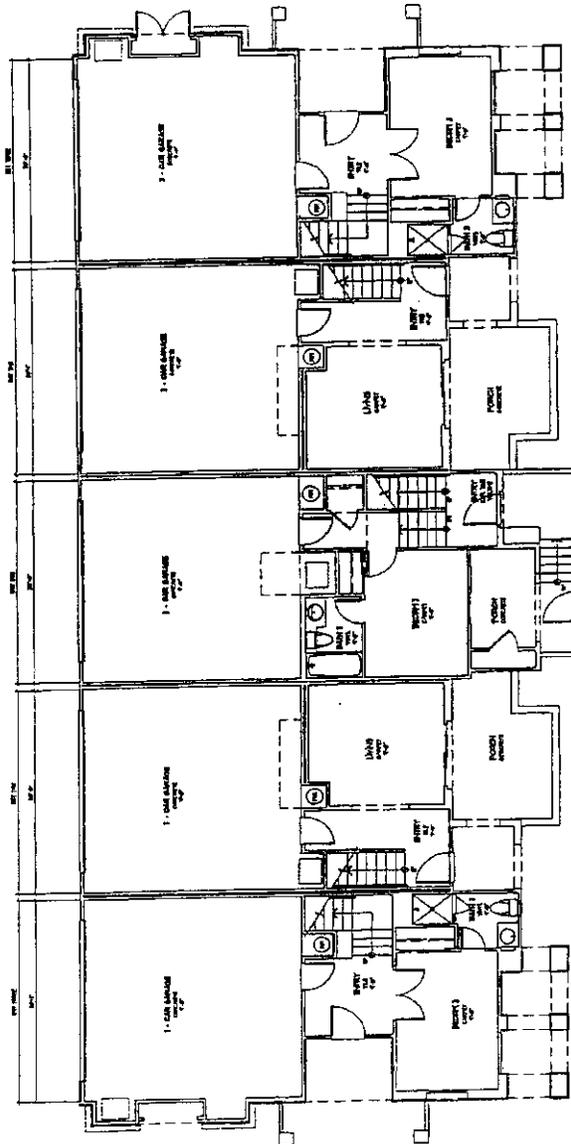
LEFT & RIGHT SIDE ELEVATION B  
SCALE: 1/4" = 1'-0"

TERRACES AT COMMERCE STATION  
SHEA HOMES  
FOURPLEX - SIDE ELEVATIONS B

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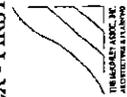


Exhibit 1I – Terraces – Fiveplex – Floor Plans, Roof Plans, and Elevations



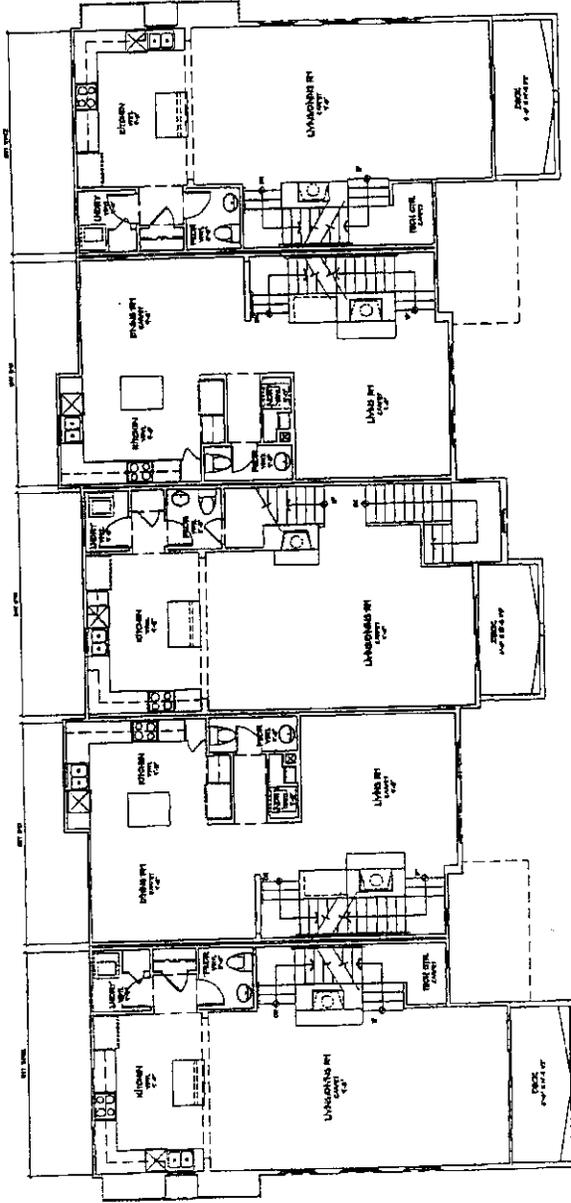
FIRST FLOOR PLAN  
SCALE 1/4" = 1'-0"

NATOMAS  
SHEA HOMES  
FIVEPLEX - FIRST FLOOR



THE MCGRAW-HILL  
CONSTRUCTION INFORMATION GROUP  
SEPTEMBER 16, 2004

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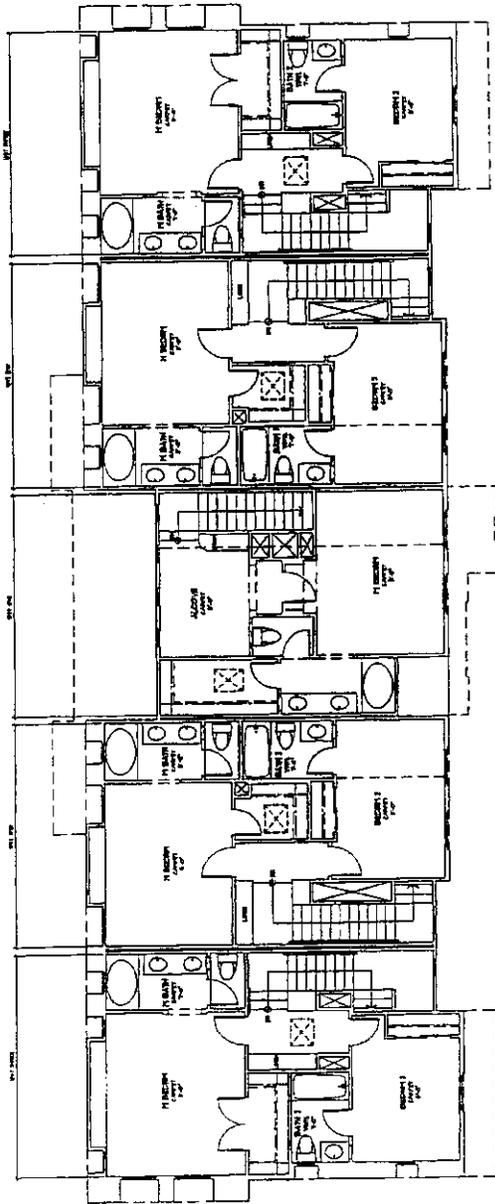
SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"

NATOMAS  
SHEA HOMES  
FIVE - SECOND FLOOR



THE MCGRAW-HILL COMPANIES  
SEPTEMBER 16, 2004

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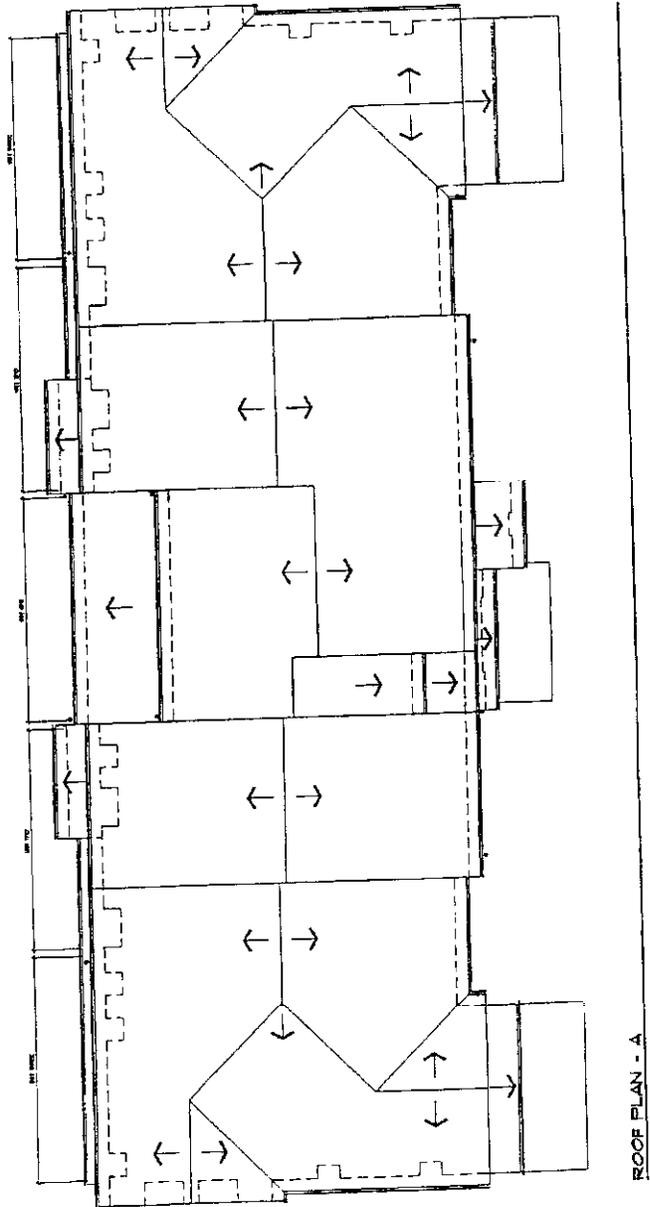
THIRD FLOOR PLAN  
SCALE: 1/8" = 1'-0"

NATOMAS  
SHEA HOMES  
FIVEFLEX - THIRD FLOOR



THE STANLEY GROUP, INC.  
ARCHITECTURAL DIVISION  
SEPTEMBER 16, 2004

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10-06-04



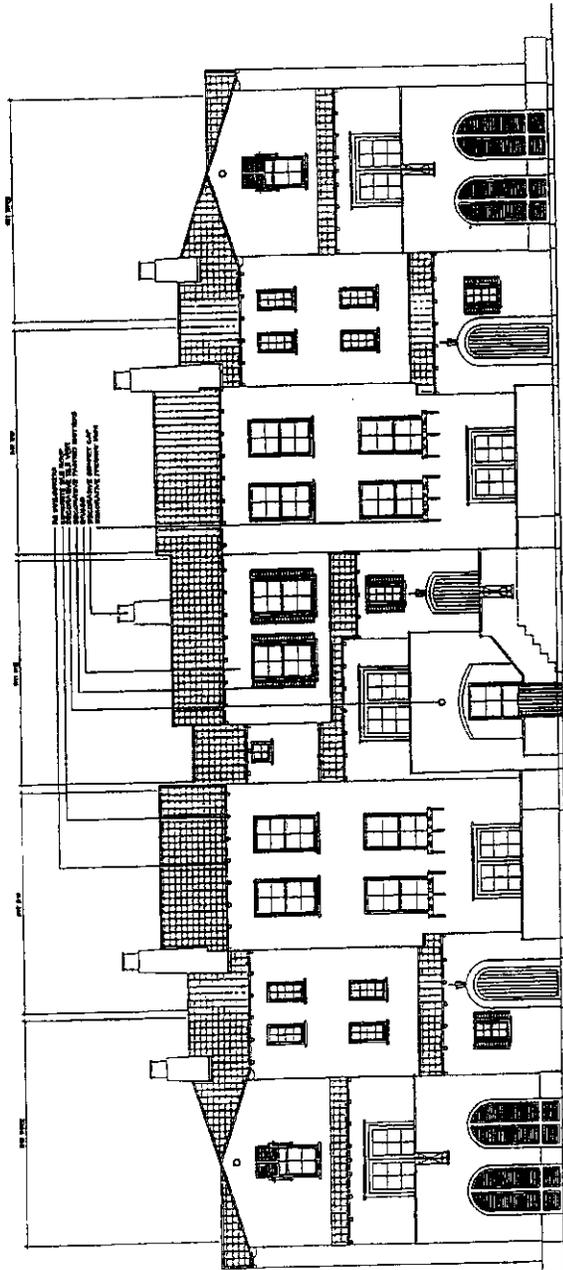
ROOF PLAN - A  
Scale 1/8" = 1'-0"

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NATOMAS  
SHEA HOMES  
FIVEPLEX - ROOF PLAN A



THE ARCHITECTS GROUP, INC.  
ARCHITECTS  
SEPTEMBER 16, 2004



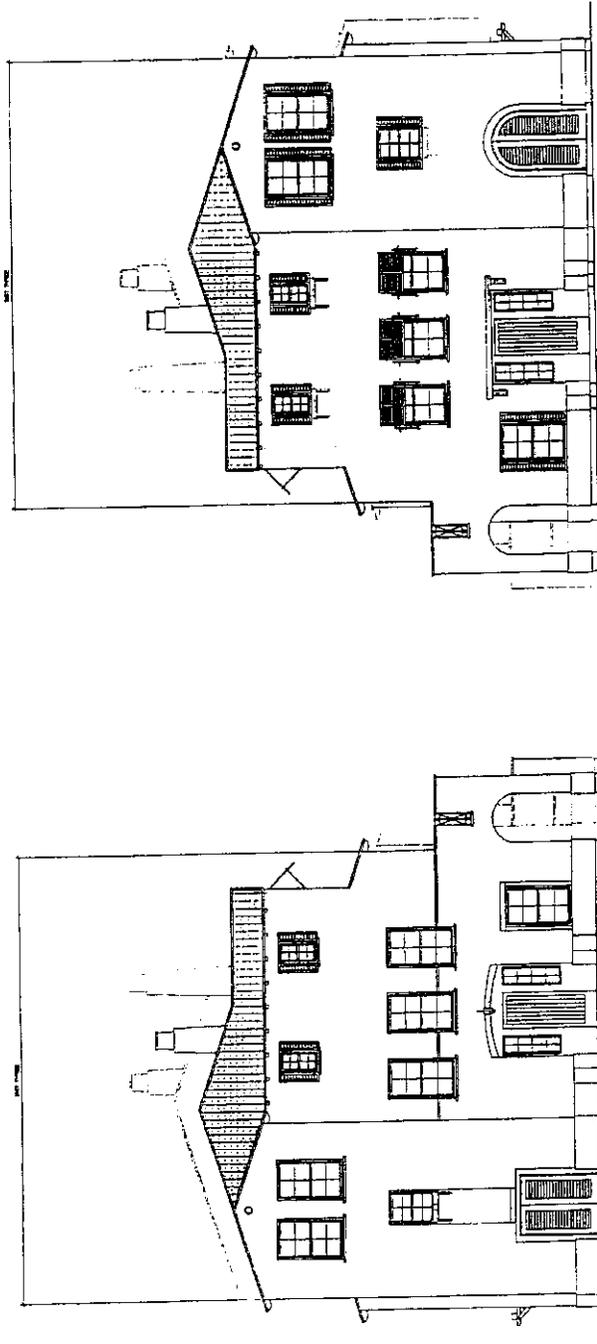
FRONT ELEVATION - A  
SCALE 1/4" = 1'-0"

NATOMAS  
SHEA HOMES  
FIVEPLEX - FRONT ELEVATION A



THE SHEALY GROUP, INC.  
ARCHITECTS, ENGINEERS & INTERIORS  
SEPTEMBER 16, 2004

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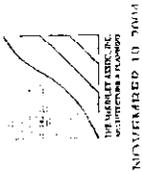


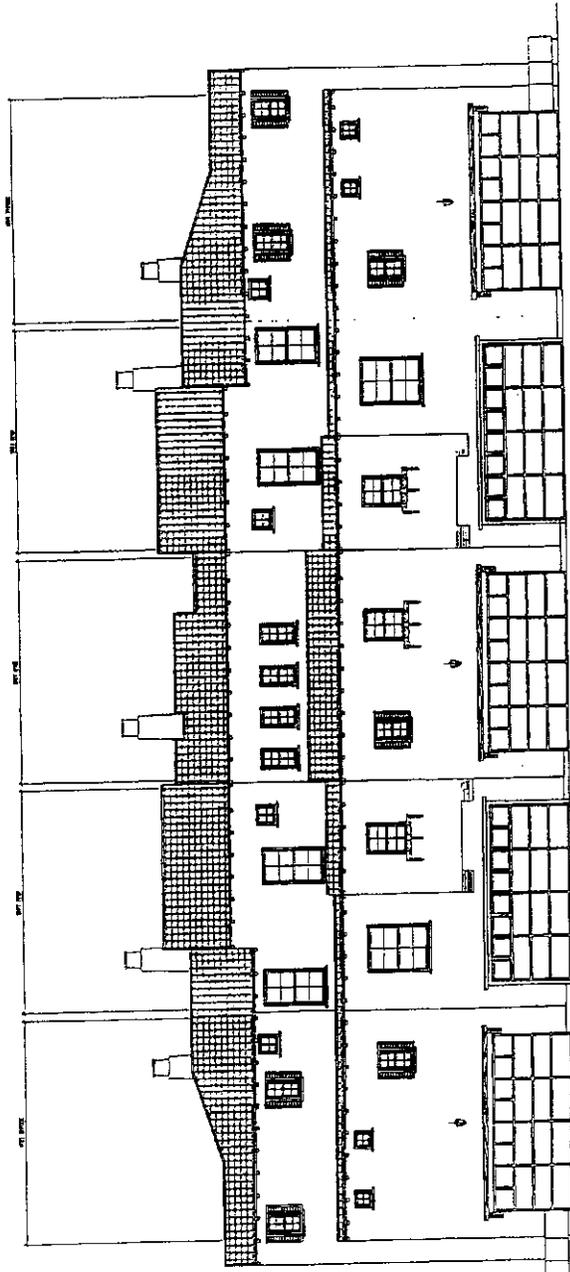
LEFT & RIGHT SIDE ELEVATION A  
SCALE 1/4" = 1'-0"

TERRACES AT COMMERCE STATION  
SHEA HOMES  
FIVEPLEX - SIDE ELEVATIONS A

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REAR ELEVATION - A  
SCALE: 1/8" = 1'-0"

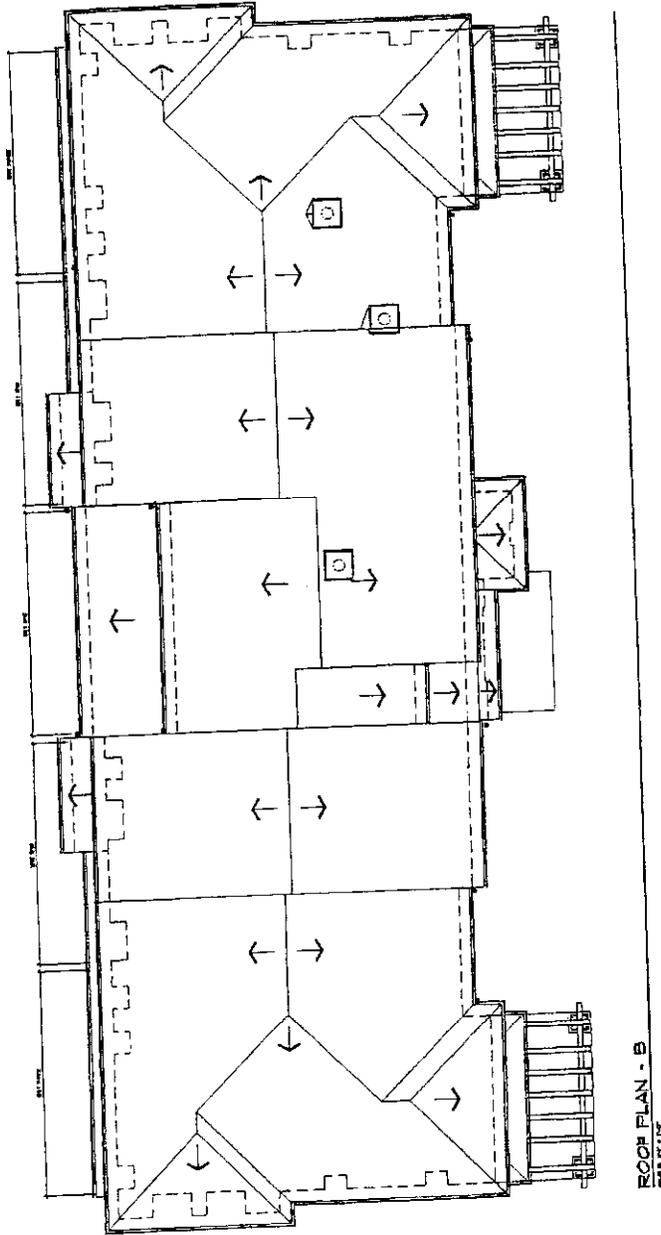
NATOMAS  
SHEA HOMES  
FIVEPLEX - REAR ELEVATION A



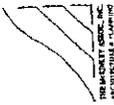
NATOMAS SHEA HOMES  
ARCHITECTURAL GROUP

SEPTEMBER 16, 2004

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10-06-04



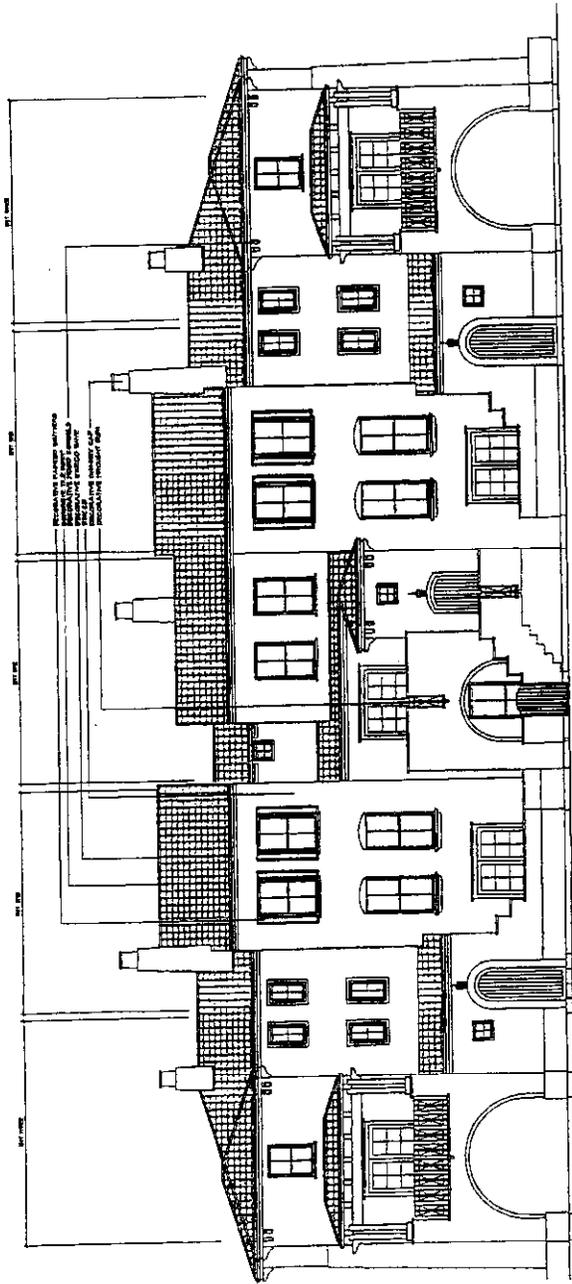
NATOMAS  
SHEA HOMES  
FIVEPLEX - ROOF PLAN B



SHEARMAN & STERLING ARCHITECTS  
SEPTEMBER 16, 2004

ROOF PLAN - B  
DATE: 09/16/04

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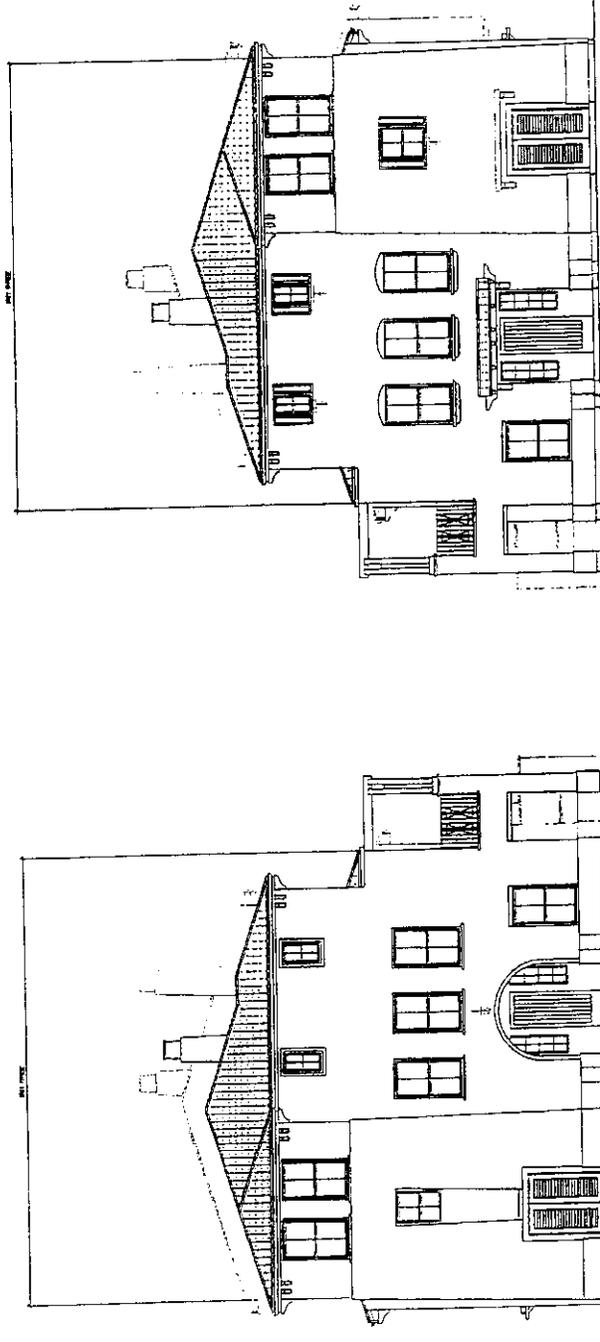
FRONT ELEVATION - B  
SCALE: 1/8" = 1'-0"

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10-06-04

NATOMAS  
SHEA HOMES  
FIVEPLEX - FRONT ELEVATION B



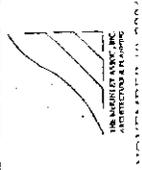
SEPTEMBER 16, 2004

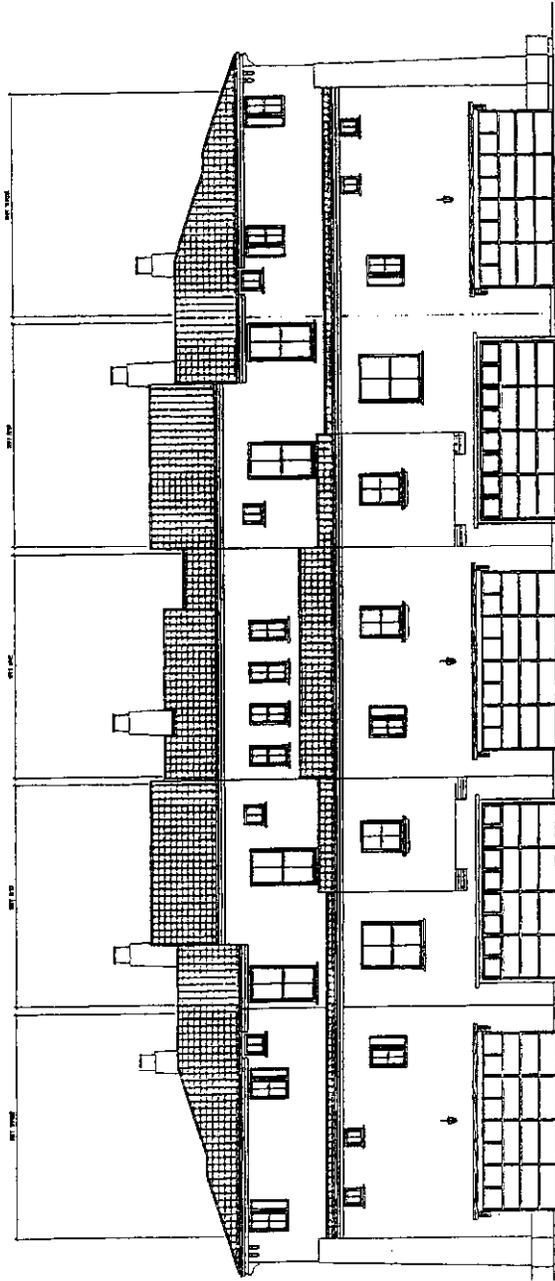


LEFT & RIGHT SIDE ELEVATION B  
SCALE: 1/4" = 1'-0"

TERRACES AT COMMERCE STATION  
SHEA HOMES  
FIVEPLEX - SIDE ELEVATIONS B

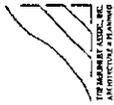
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REAR ELEVATION - B  
DATE: 07.14.04

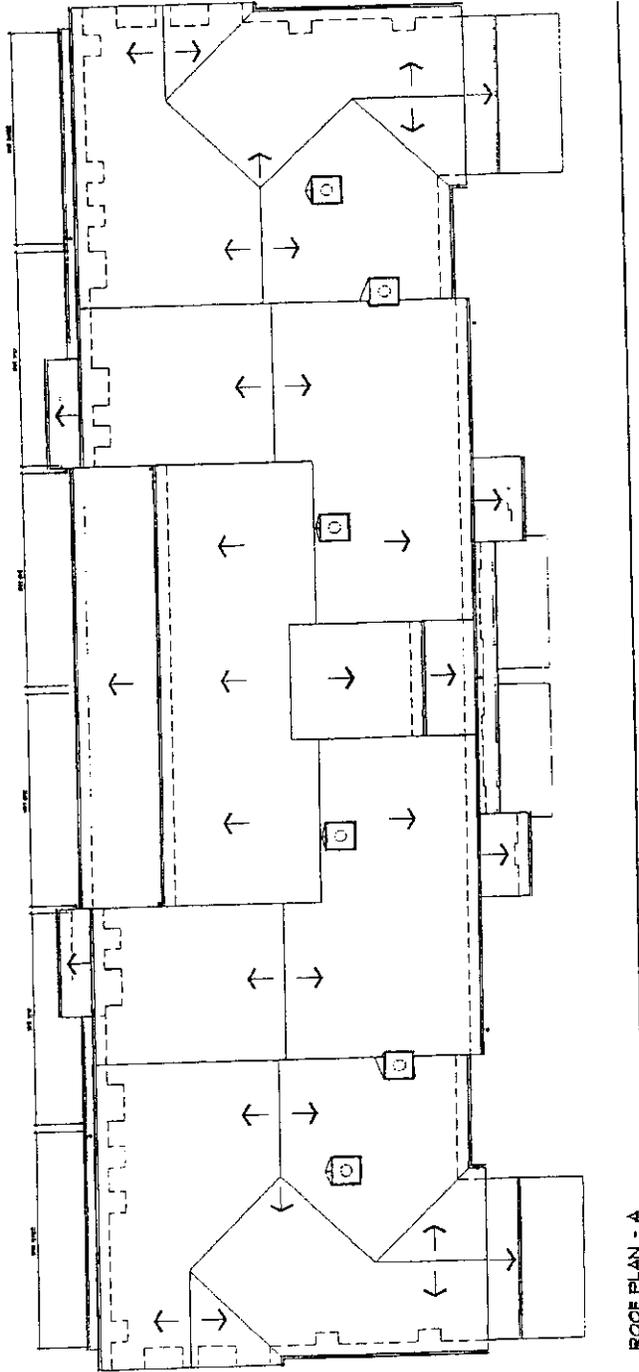
NATOMAS  
SHEA HOMES  
FIVEPLEX - REAR ELEVATION B



SEPTEMBER 16, 2004

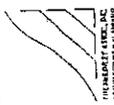
P04-196  
10-06-04

Exhibit 1J – Terraces – Sixplex – Roof Plan and Elevations



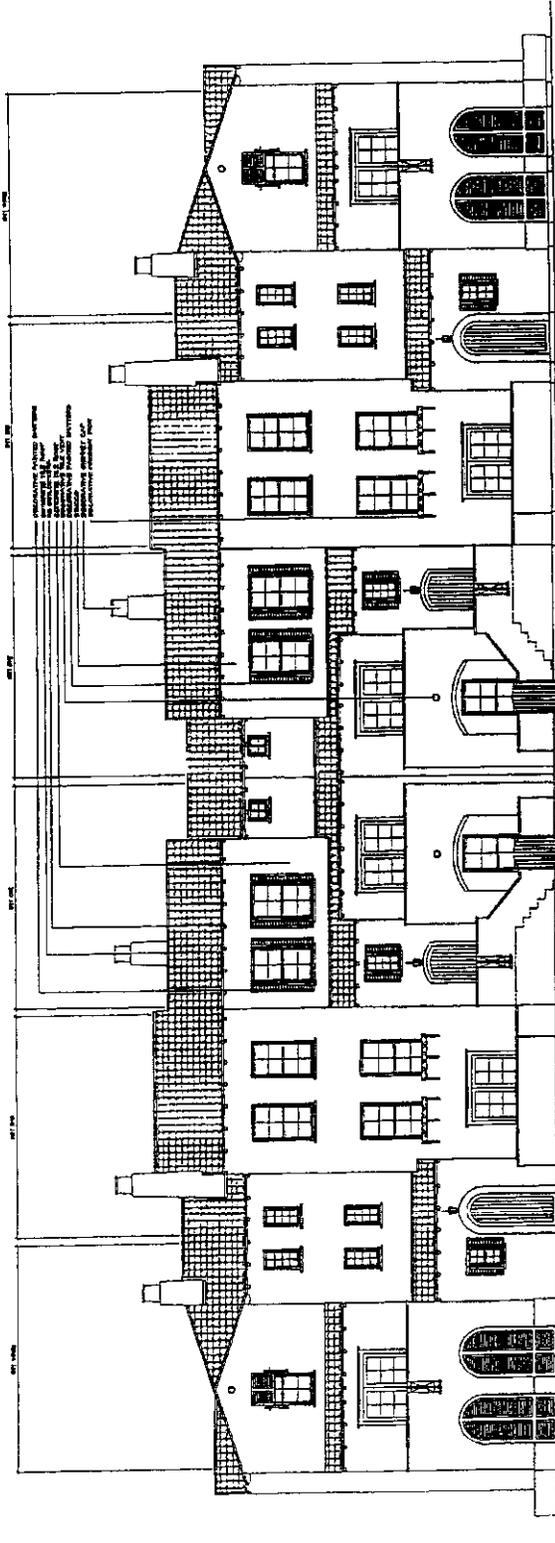
ROOF PLAN - A

NATOMAS  
SHEA HOMES  
SIXPLEX - ROOF PLAN A



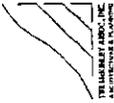
SHEARMAN & STERLING LLP  
ATTORNEYS AT LAW  
SEPTEMBER 10, 2004

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10-06-04



FRONT ELEVATION - A  
2004-06-10

NATOMAS  
SHEA HOMES  
SIXPLEX - FRONT ELEVATION A



THE LAKMEIT GROUP, INC.  
AN ARCHITECTURE & PLANNING  
FIRM  
SEPTEMBER 16, 2004

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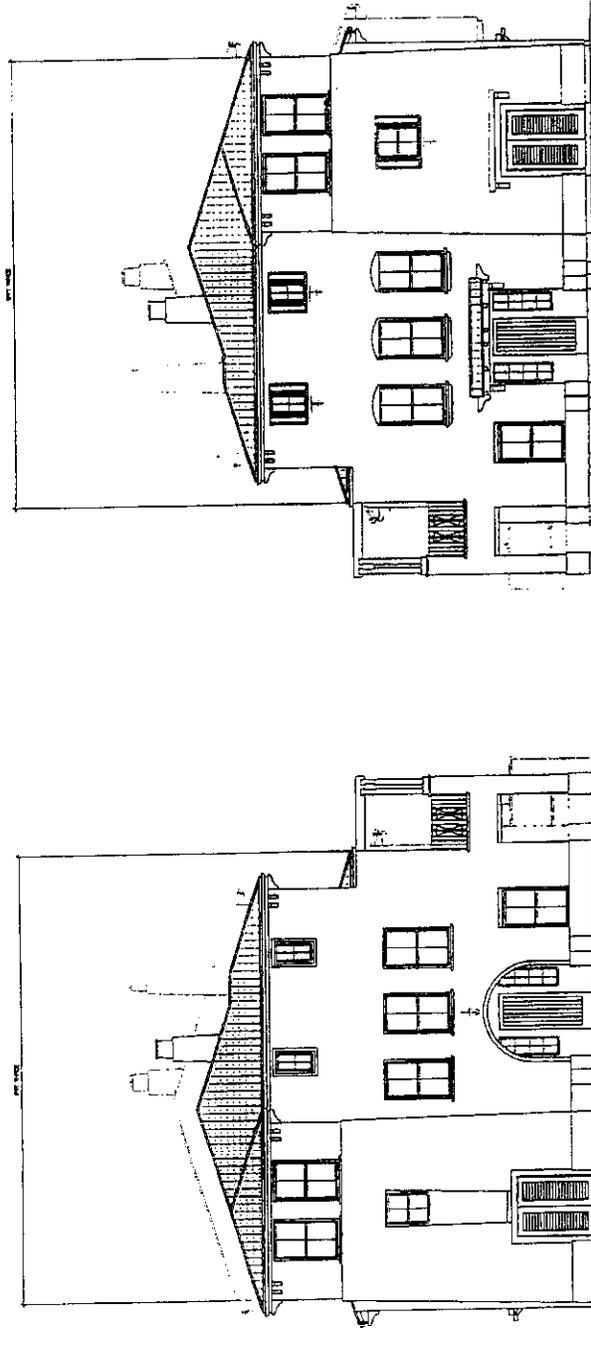
LEFT & RIGHT SIDE ELEVATION A  
SCALE: 1/4" = 1'-0"

TERRACES AT COMMERCE STATION  
SHEA HOMES  
SIXPLEX - SIDE ELEVATIONS A

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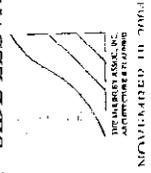
REVISED 11/23/04



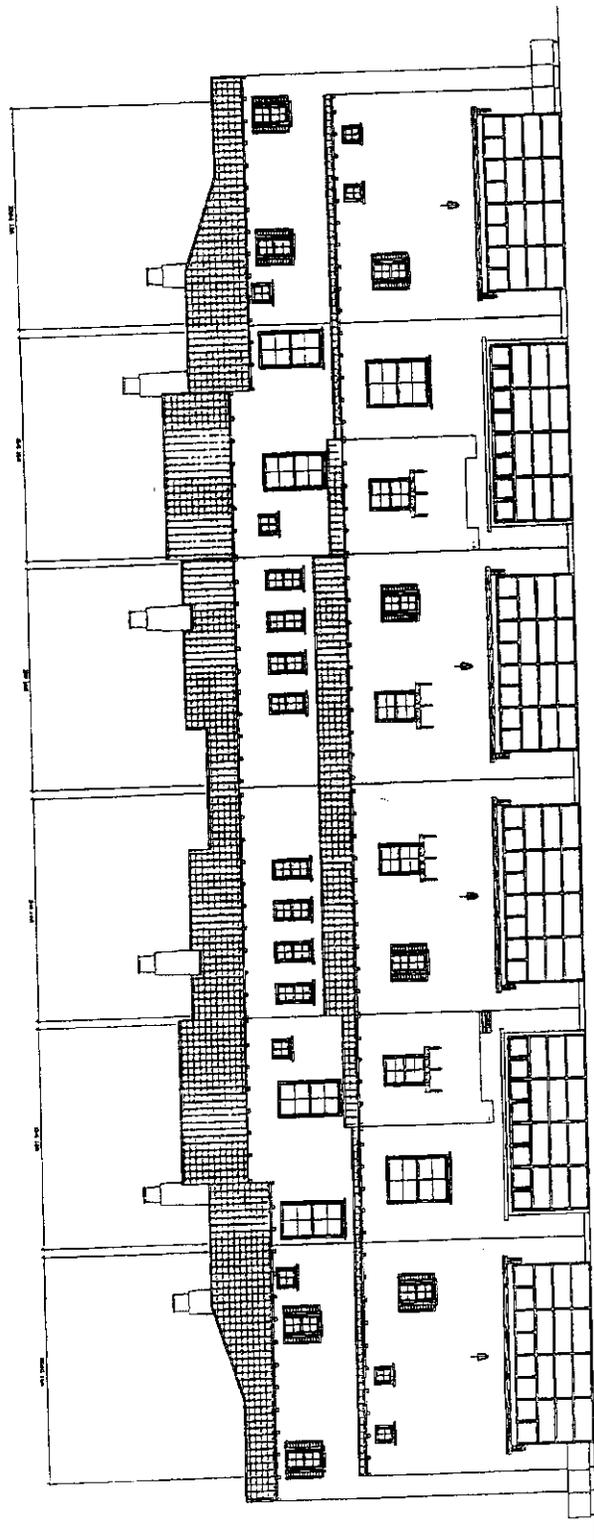


LEFT & RIGHT SIDE ELEVATION B  
SCALE 1/8" = 1'-0"

TERRACES AT COMMERCE STATION  
SHEA HOMES  
SIXPLEX - SIDE ELEVATIONS B



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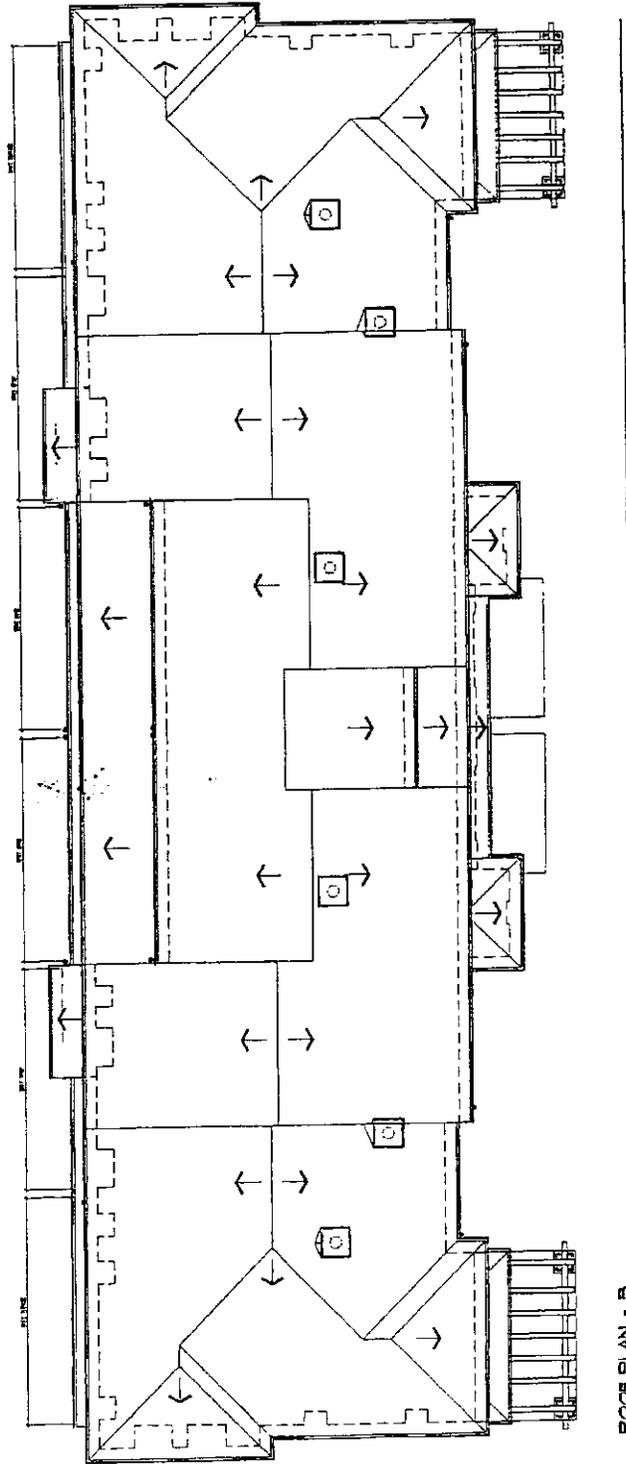
REAR ELEVATION - A  
SCALE: 1/4" = 1'-0"

NATOMAS  
SHEA HOMES  
SIXPLEX - REAR ELEVATION A



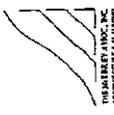
SEPTEMBER 16, 2004

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ROOF PLAN - B

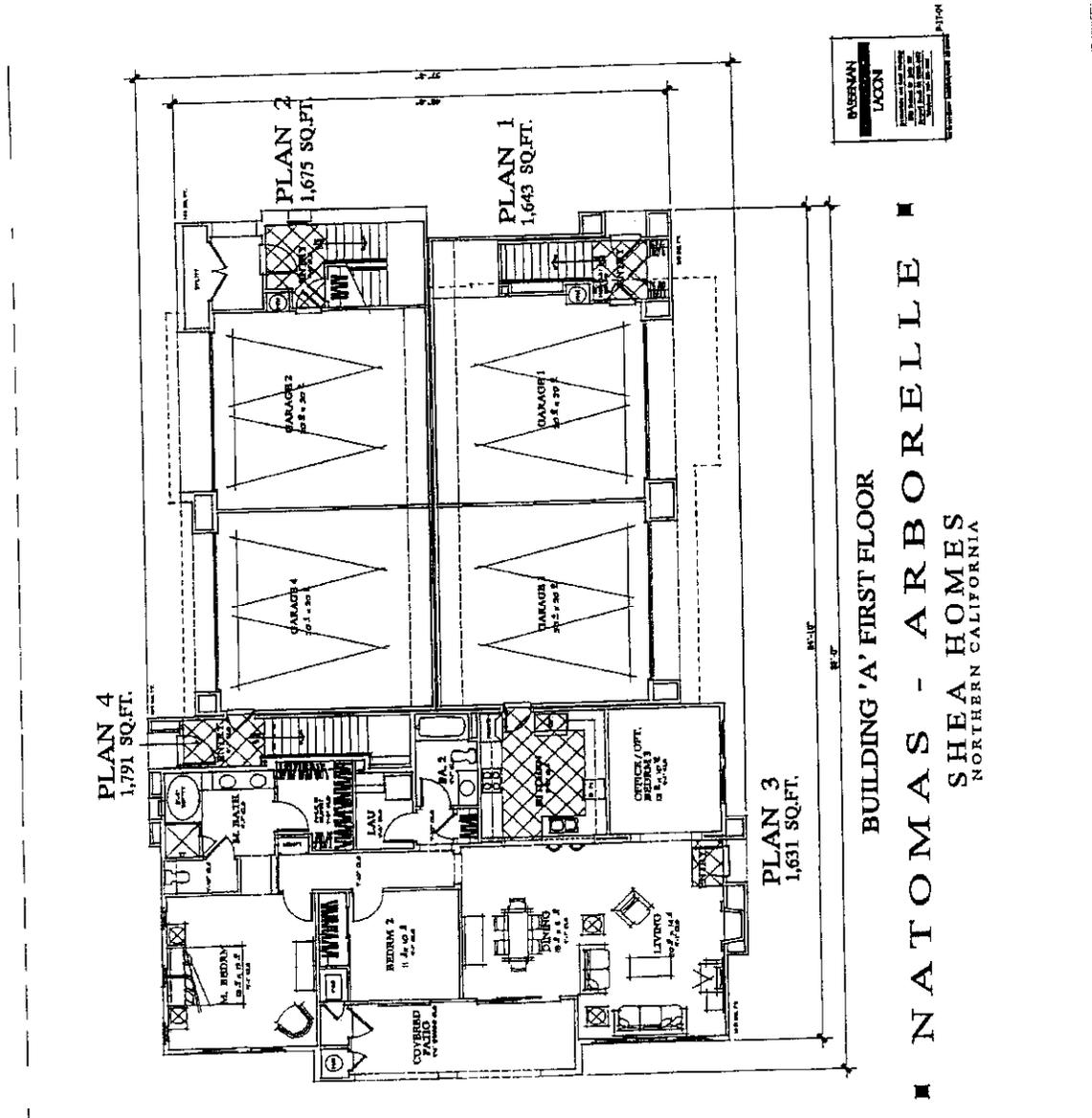
NATOMAS  
SHEA HOMES  
SIXPLEX - ROOF PLAN B



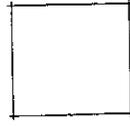
SEPTEMBER 16, 2004

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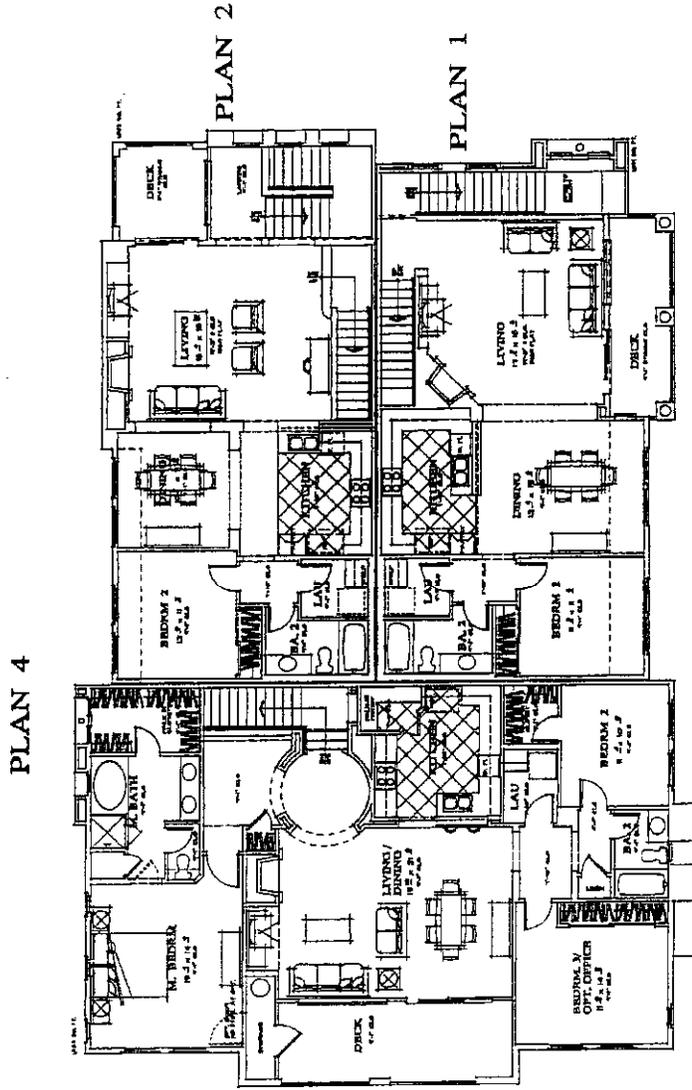
Exhibit 1K – Arborelle – Building A – Floor Plans and Elevations



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BUILDING 'A' FIRST FLOOR  
NATOMAS - ARBORELLE  
SHEA HOMES  
NORTHERN CALIFORNIA



PLAN 4

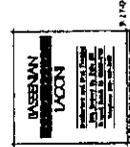
PLAN 2

PLAN 1

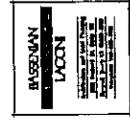
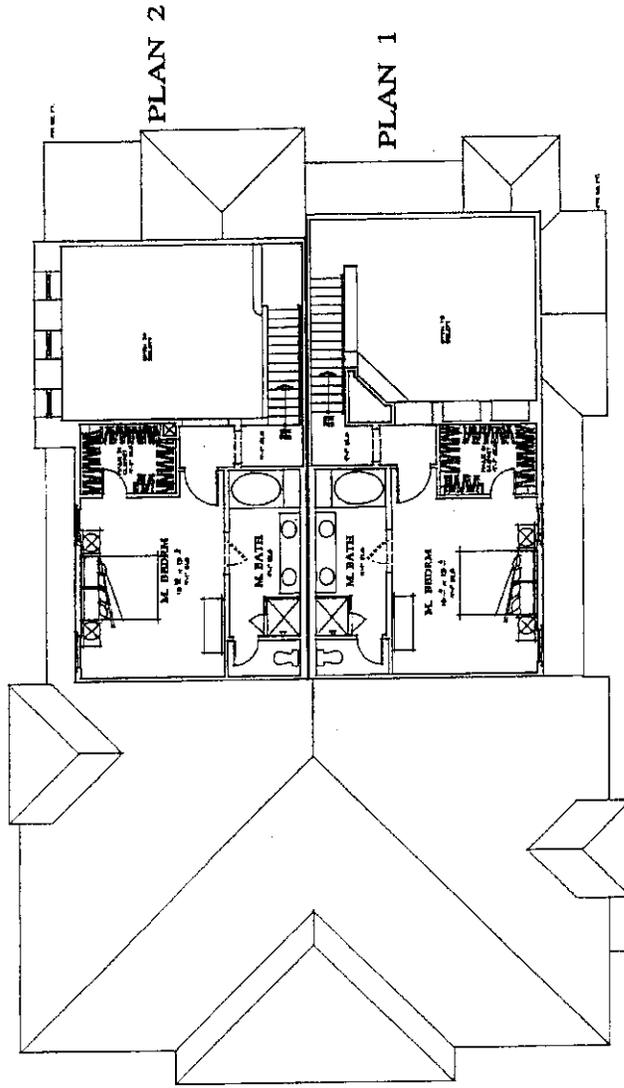
BUILDING 'A' SECOND FLOOR

■ NATOMAS - ARBORELLE ■

SHEA HOMES  
NORTHERN CALIFORNIA



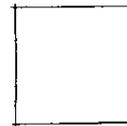
P04-196  
10-06-04



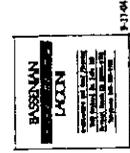
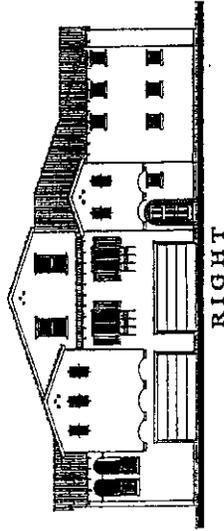
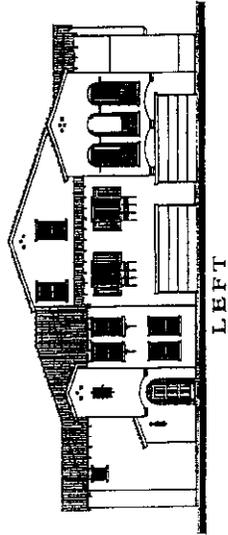
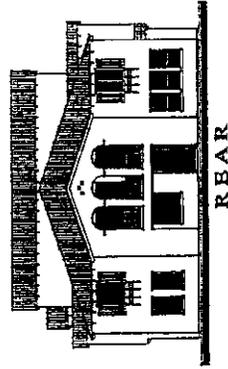
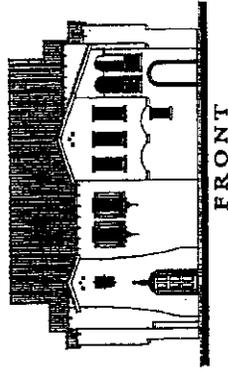
BUILDING 'A' THIRD FLOOR

■ NATOMAS - ARBORELLE ■

SHEA HOMES  
NORTHERN CALIFORNIA



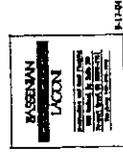
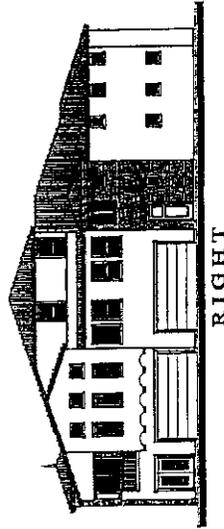
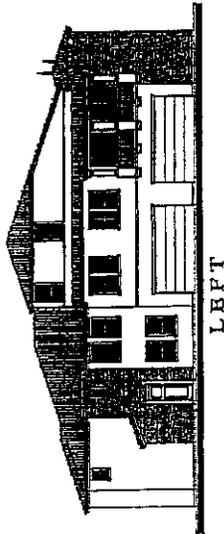
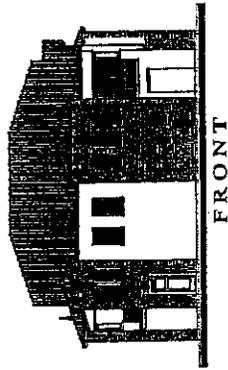
P04-196  
10-06-04



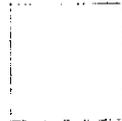
BUILDING 'A' SPANISH ELEVATIONS  
 ■ NATOMAS - ARBORELLÉ ■  
 SHEA HOMES  
 NORTHERN CALIFORNIA



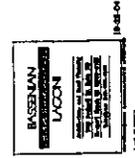
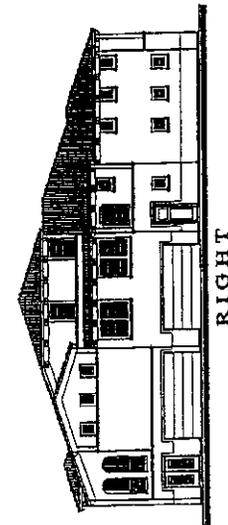
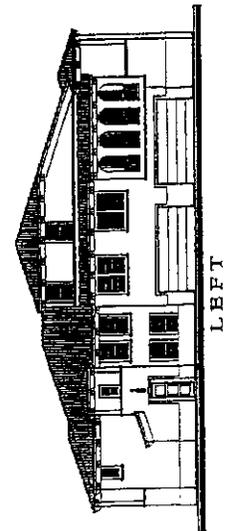
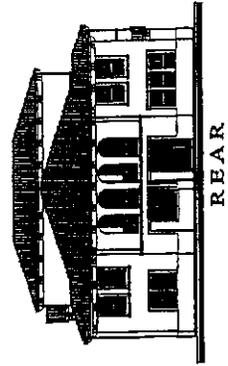
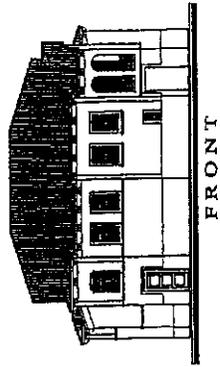
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 10-06-04



BUILDING 'A' TUSCAN ELEVATIONS  
 ■ NATOMAS - ARBORELLE ■  
 SHEA HOMES  
 NORTHERN CALIFORNIA



P04-196  
 10-06-04

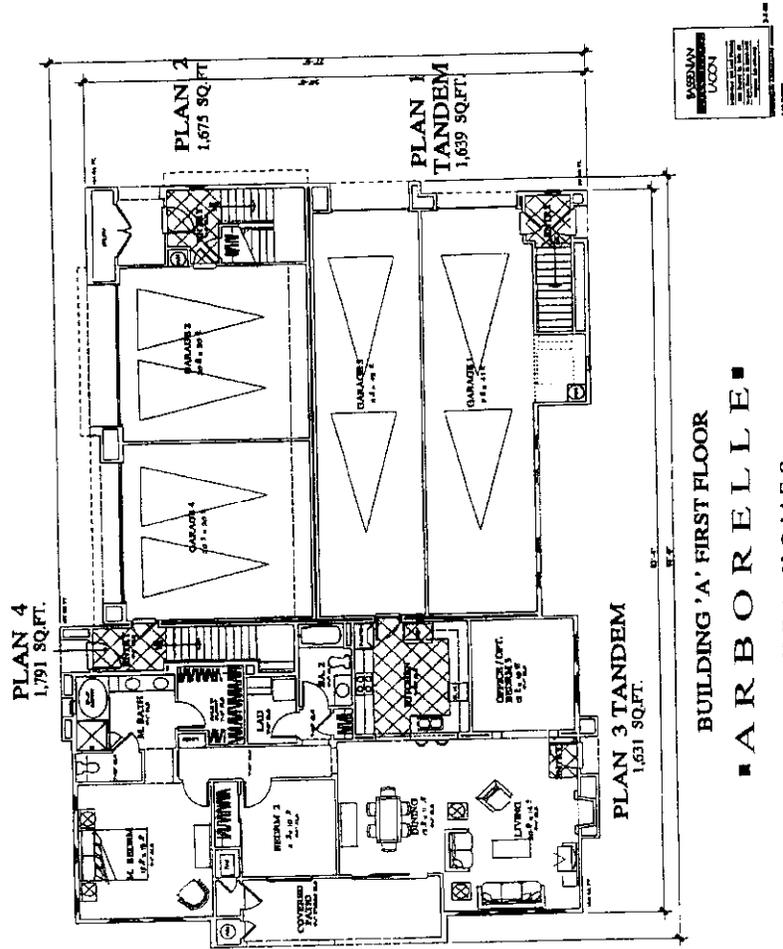


BUILDING 'A' ITALIAN ELEVATIONS  
 ■ ARBORE L L E ■  
 SHEA HOMES



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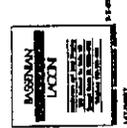
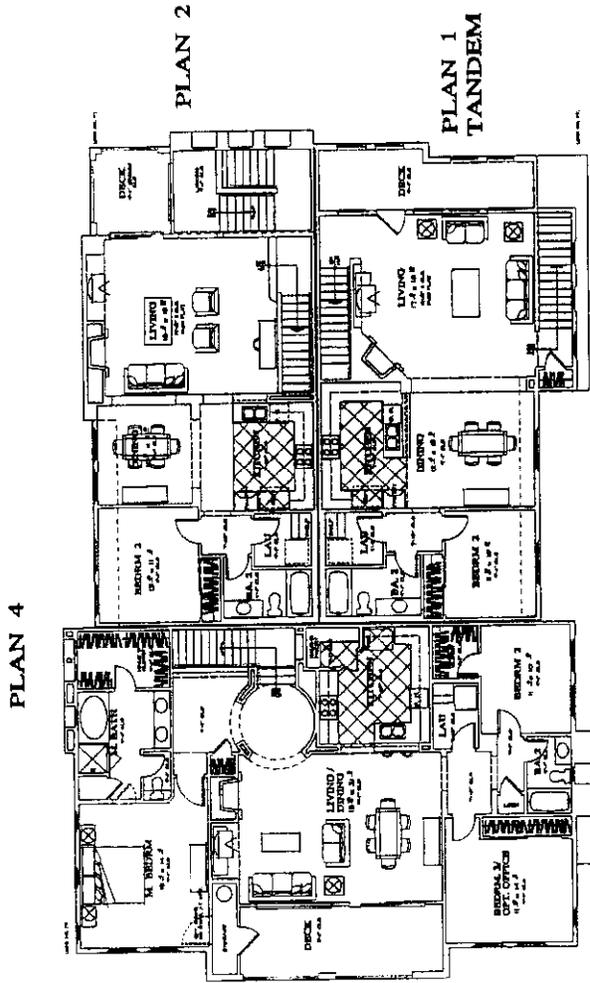
Exhibit 1L – Arborelle – Building A - Floor Plans and Elevations (w/ Tandem Garage)



BUILDING 'A' FIRST FLOOR  
**ARBORELLE**  
 SHEA HOMES



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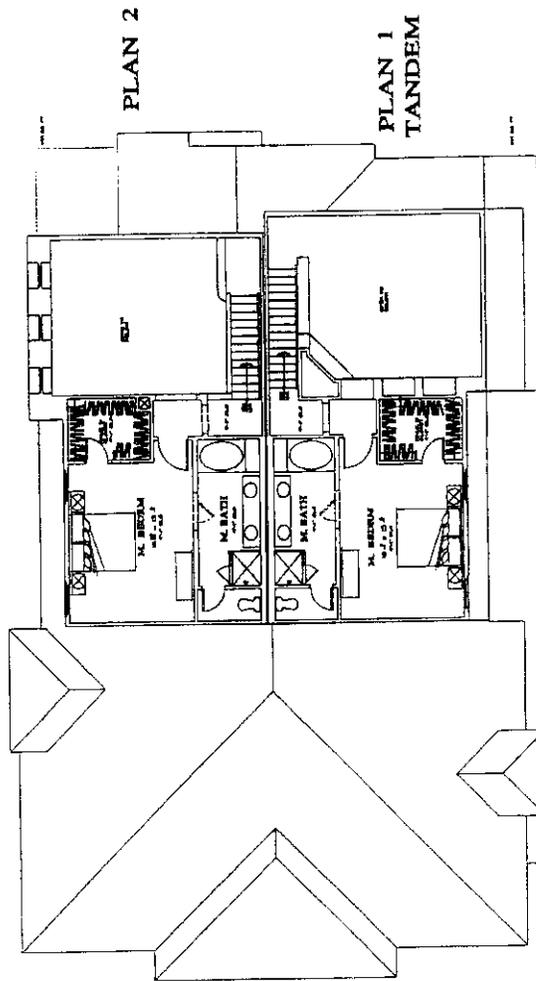


BUILDING 'A' SECOND FLOOR  
 ■ ARBORELE ■  
 SHEA HOMES



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BUILDING 'A' THIRD FLOOR  
**ARBORESCENCE**  
 SHEA HOMES

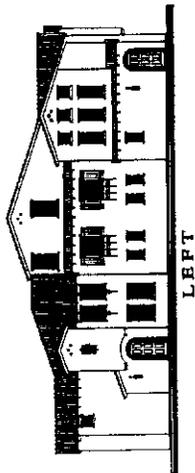


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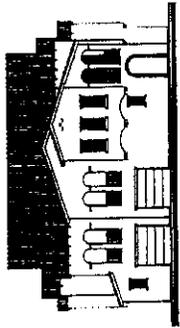
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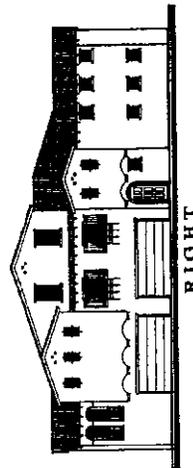
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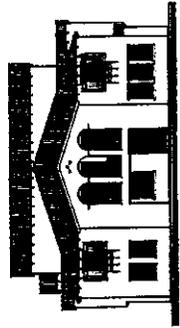
LEFT



FRONT



RIGHT



REAR

BUILDING 'A' SPANISH ELEVATIONS  
W/TANDEM GARAGES

■ ARBORELE ■

SHEA HOMES

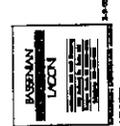
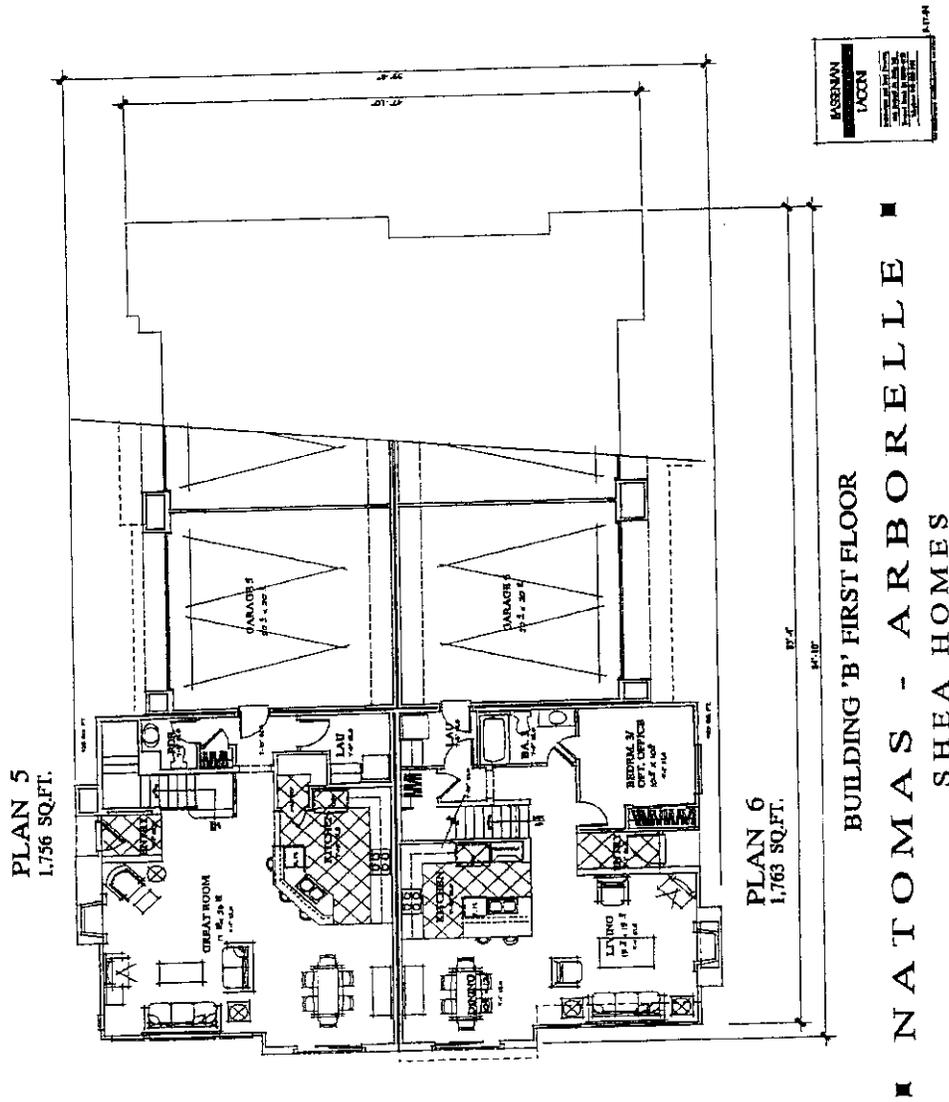


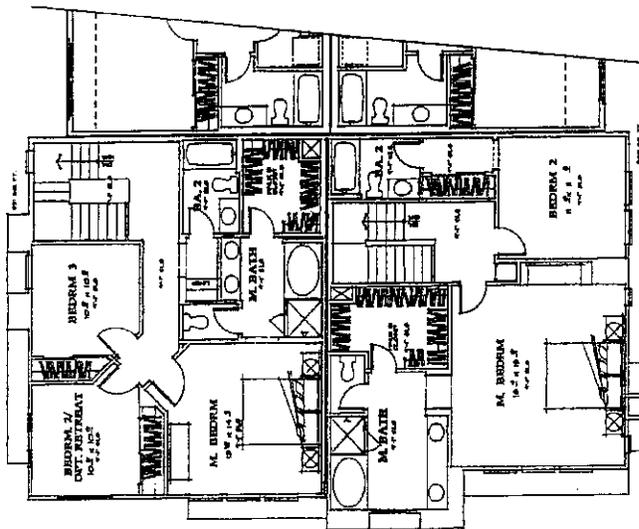
Exhibit 1M – Arborelle – Building B – Floor Plans and Elevations



■ NATOMAS - ARBORELLE ■  
 SHEA HOMES  
 NORTHERN CALIFORNIA

P04-196  
 10-06-04

PLAN 5



PLAN 6



BUILDING 'B' SECOND FLOOR

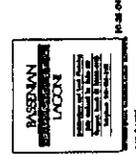
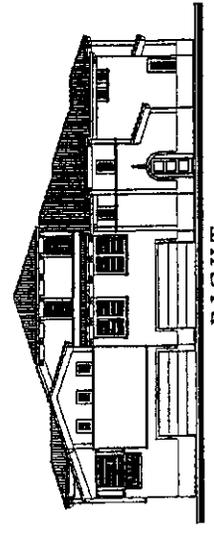
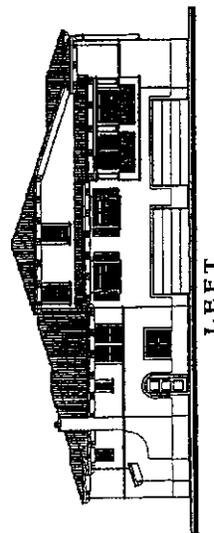
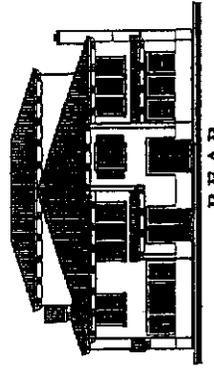
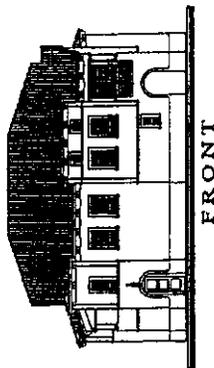
■ NATOMAS - ARBORELE ■

SHEA HOMES  
NORTHERN CALIFORNIA



10-06-04  
P04-196

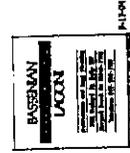
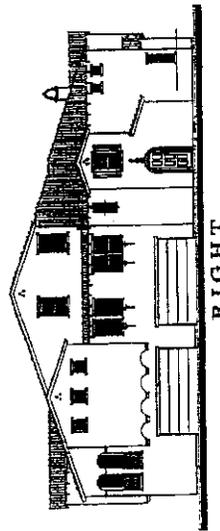
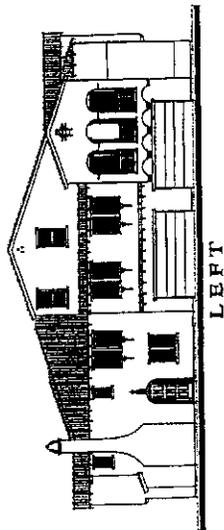
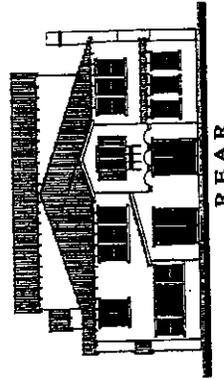
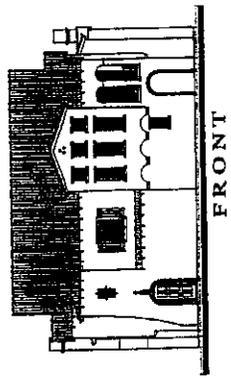




BUILDING 'B' ITALIAN ELEVATIONS  
 ■ ARBORELE ■  
 SHEA HOMES



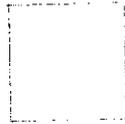
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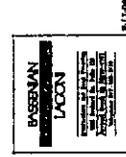
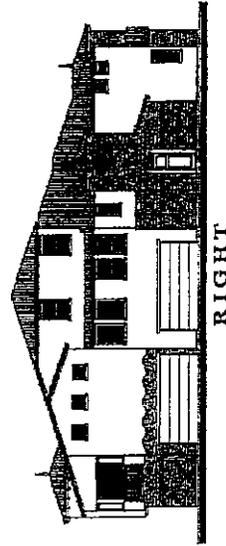
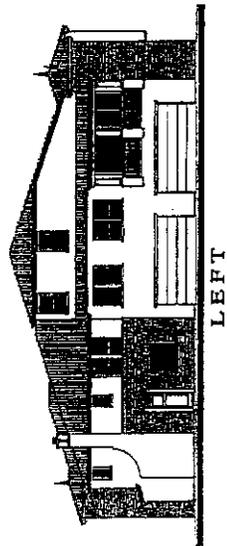
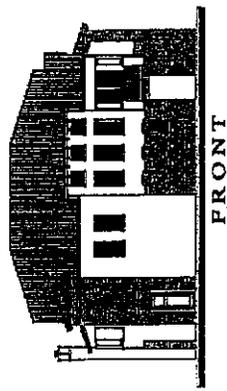
BUILDING 'B' SPANISH ELEVATIONS

■ NATOMAS - ARBORELE ■

SHEA HOMES  
NORTHERN CALIFORNIA



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10-06-04

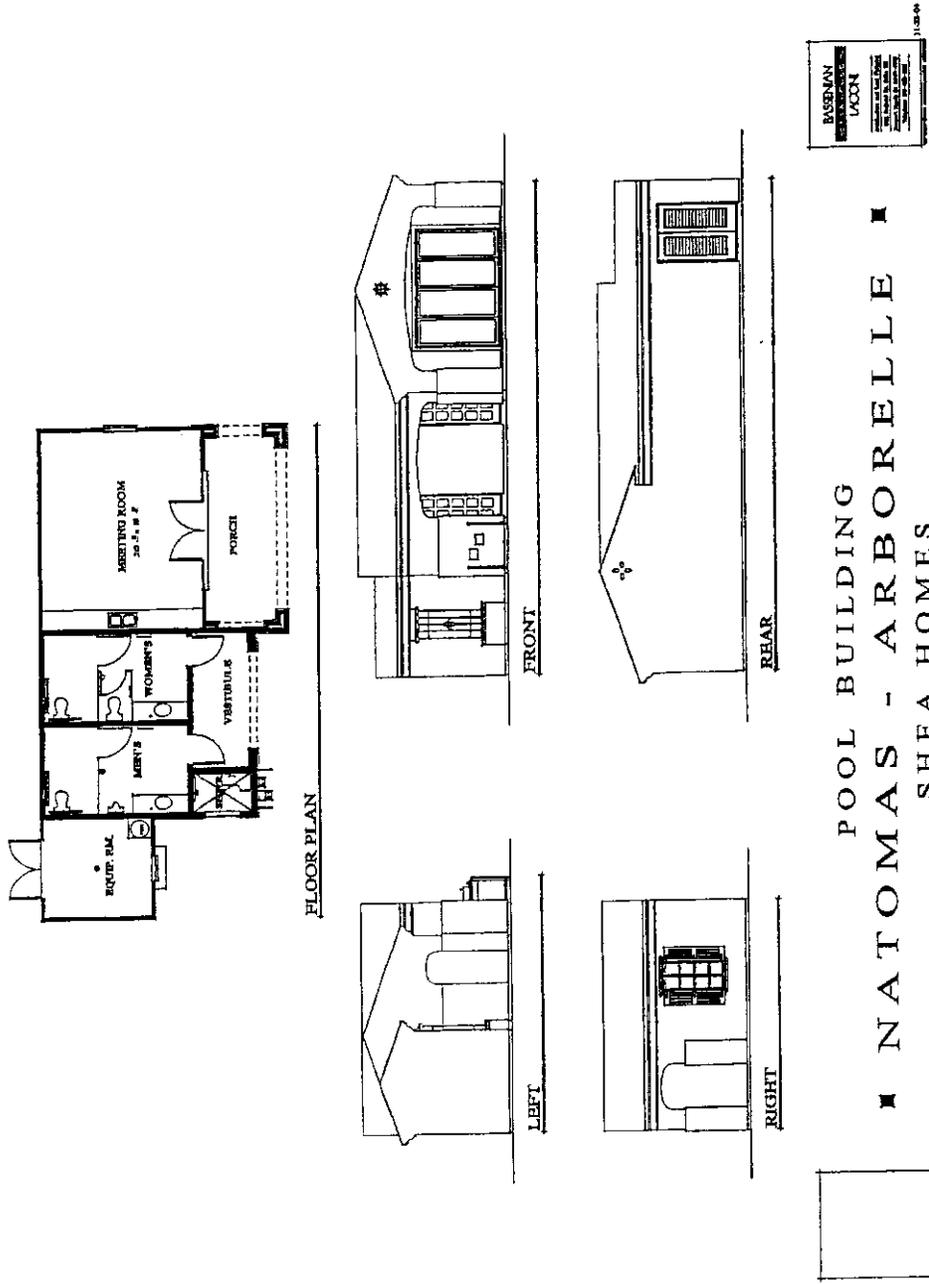


BUILDING 'B' TUSCAN ELEVATIONS  
 ■ NATOMAS - ARBORELLE ■  
 SHEA HOMES  
 NORTHERN CALIFORNIA



P04-196  
10-06-04

Exhibit 1N – Pool Building – Floor Plans and Elevations



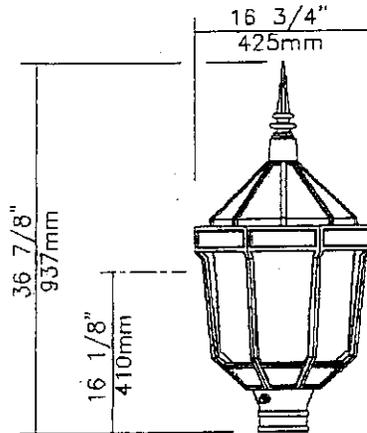
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REVISED 11/23/04

Exhibit 10 – Lighting Examples



540, Curé-Balvin  
Boisbriand (Québec)  
Canada, J7G 2A7

Specification



"NOVATO BROWN"



Qty 60 Luminaire Z42G-100HPS-3-AC-120-SFZ4-HS-PH7

Description of Components:

**Finial:** Decorative cast 356 aluminum, mechanically assembled.

**Hood:** In an octagonal tapered shape, this hood is made of an one-piece cast 356 aluminum mechanically assembled to the luminaire.

**Guard:** In a octagonal tapered shape, this guard is a two-pieces cast 356 aluminum mechanically assembled to the fitter.

**Globe:** (AC), Made of one-piece seamless injected-molded clear acrylic having a prismatic exterior surface. The globe is mechanically assembled on the access-mechanism.

**Lamp:** 100 watts high pressure sodium (not included), ED 23 1/2 bulb, mogul base.

**Optical System:** I.E.S type III (asymetrical). Optical system using the luminaire globe as refractor, complete with an (HS) house side shield.

**Ballast:** High power factor of 90%. Primary voltage 120 volts. Lamp starting capacity -40F(-40C) degrees. Assembled on a unitized removable tray with quick disconnect plug.

**Access-Mechanism:** Rotomatic, die-cast A380 aluminum quarter-turn mechanism with constant-pressure spring-loaded points. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing. A red key on the unit shall indicate point of engagement.

**Fitter:** (SFZ4), Cast 356 aluminum c/w 4 set screws 3/8-16 UNC. Slip-fits on a 4" (102mm) outside diameter x 4" (102mm) long tenon.

**Luminaire Options:** (PH7), Button-type photocell.



640, Curé-Boivin  
Boisbriand (Québec)  
Canada, J7G 2A7

Specification

**Base & Bolts Information**

3" (76mm) Projection

Comes with 4 steel anchor bolts, 3/4" X 1 1/2" Fully Galvanized, 8 nuts and 8 washers. Important: Do not obstruct space between anchor plate and concrete base.

**Anchor Plate**

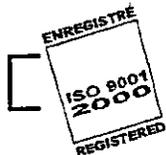
Free opening

8" ø  
203mmø

- B.C.: 12 1/2" 318mm

- Material: Cast Aluminum

15 1/2" ø  
393mmø



Qty 60 Pole R80A-15-TBC1

Description of Components:

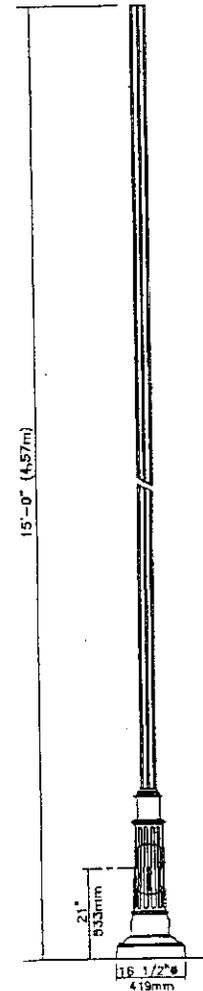
**Pole Shaft:** Shall be made from a 4" (102mm) 8 fluted round extruded 6061-T6 aluminum tubing, having a 0.167" (4.2mm) wall thickness, welded to the pole base.

**Joint Cover:** One-piece round joint cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

**Pole Base:** Shall be made from a round fluted cast 356 aluminum base having a 0.375" (9.5mm) wall thickness, complete with a cast-in anchor plate.

**Maintenance Opening:** The pole shall have a 4" x 9" (102mm x 229mm) maintenance opening centered 21" (533mm) from the bottom of the anchor plate, complete with a weatherproof cast 356 aluminum cover and a factory assembled copper ground lug.

**Base Cover:** Two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.



"NOVATO BROW"



640, Curé-Bolvin  
Boisbriand (Québec)  
Canada, J7G 2A7

Specification

Miscellaneous

Description of Components:

**Wiring:** Gauge (#14) TEW wires, 6" (152mm) minimum exceeding from luminaire.

**Hardware:** All exposed screws will be in stainless steel. All seals and sealing devices are made and/or lined with EPDM and/or silicone.

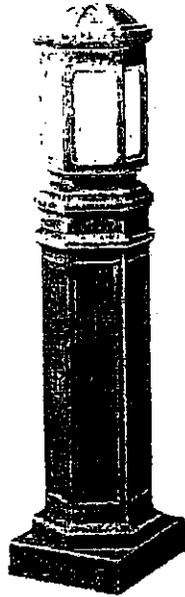
**Finish:** Color to be "NOVATO BROWN". Application of a polyester powder coat paint. (4 mils/100 microns). The chemical composition provide a highly durable UV and salt spray resistant finish in accordance to the ASTM-B117-73 standard and humidity proof in accordance to the ASTM-D2247-68 standard.

"NOVATO" BROWN

PROJECT NAME: \_\_\_\_\_

XTURE TYPE: \_\_\_\_\_

**HADCO TB361 BOLLARD SPECIFICATION SHEET**



For a classic design with modern illumination, the TB361 Bollard provides a certain charm that is unmatched by more contemporary styles. The TB361 offers a wide selection of optic and lamping options available in durable black, white, green, verde or bronze finishes.

model TB361

**SPECIFICATIONS**

**HOUSING:** Housing constructed of cast aluminum with removable cast top for easy relamping.

**OPTICAL ASSEMBLY:** Acrylic opal, clear and refractive lenses are available as well as louvers.

**ELECTRICAL ASSEMBLY:** All electrical components are mounted on a modular ballast assembly which is installed into the bollard head using a keyslotted ballast bracket and quick disconnect wire connectors. All HID ballasts are regulated with power factors better than 90% (HPF). Ballasts shall provide  $\pm 5\%$  lamp power regulation with  $\pm 10\%$  input voltage regulation. Medium base porcelain socket will include nickel-plated screw shell center contact, 4kv pulse rated. HID ballast is core and coil HPF available in 120/208/240/277/347 volt. A 28 watt fluorescent ballast is core and coil 120 volt and socket is GX32d-3. A 32 watt and 42 watt fluorescent ballast

is electronic HPF in 120/208/240/ 277 volt and sockets are GX24q-3 and GX24q-4.

**WARNING:** Some local interpretations of the National Electrical Code, Section 210-6, only permit the use of 120 volt fixtures when they are mounted below 8 feet. Check with local authorities before specifying alternate voltages.

**MOUNTING ASSEMBLY:** Mounting plate is attached directly to four 1/2" dia, galvanized steel anchor rods. Bollard housing is mounted directly to the plate with (4) external screws. Contact factory for latest mounting template. Modular ballast assembly is installed into bollard head using a keyslotted ballast bracket and quick disconnect wire connectors.

**FINISH:** Thermoset polyester powder-coat, laboratory tested for superior weatherability and fade resistance in accordance with ASTM B-117-64 and ANSI/ASTM G53-77 specifications.

**WARRANTY:** Three year limited warranty.

**CERTIFICATIONS:** UL Listed for wet locations (120, 208, 240, 277). cUL Listed for wet locations (120, 277, and 347V only).

**WEIGHT:** 34 lbs.

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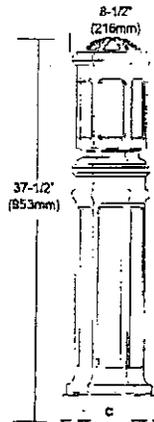
**HADCO**

PROJECT NAME: \_\_\_\_\_

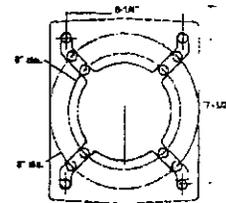
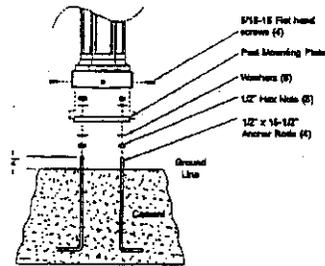
FIXTURE TYPE: \_\_\_\_\_

**DIMENSIONS & MOUNTING DETAILS**

MAX. WEIGHT: 34 lbs.



**Mounting Template**



**ORDERING LOGIC**

Housing	Finish	Lens & Distribution	Wattage	Lamp	Voltage
TB361					
→ TB361	A Black B White G Verde H Bronze J Green	B5 Refractive, Type V TL Clear, Louvers LO Opal, Symmetric	*100I 100W INC *28F 28W PLC-28 32F 28W PLT-32 42F 28W PLT-42 50H 50W MH 70H 70W MH 100H 100W MH 50S 50W HPS 70S 70W HPS 100S 100W HPS *Only avail. in (E) 120V	A-19 GX32d-3 GX24q-3 GX24q-4 E-17 E-17 E-17	E 120V F 208V G 240V H 277V K 347V
	→ SC - Special Color "Novato Brown"				
			→		

**PROJECT NOTES**

→ TB361-SC-B5-70HPS-E

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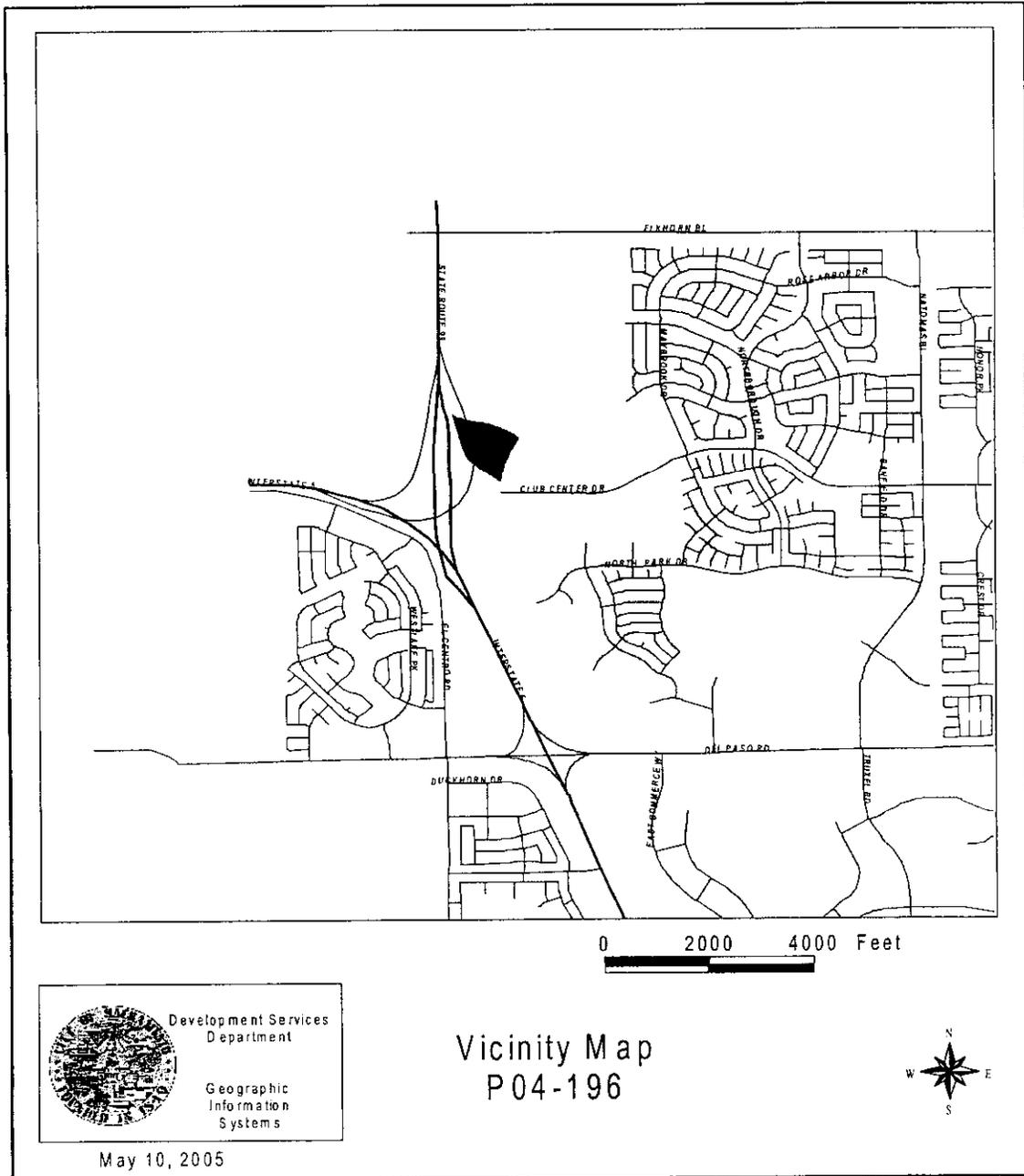
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**APPROVAL**

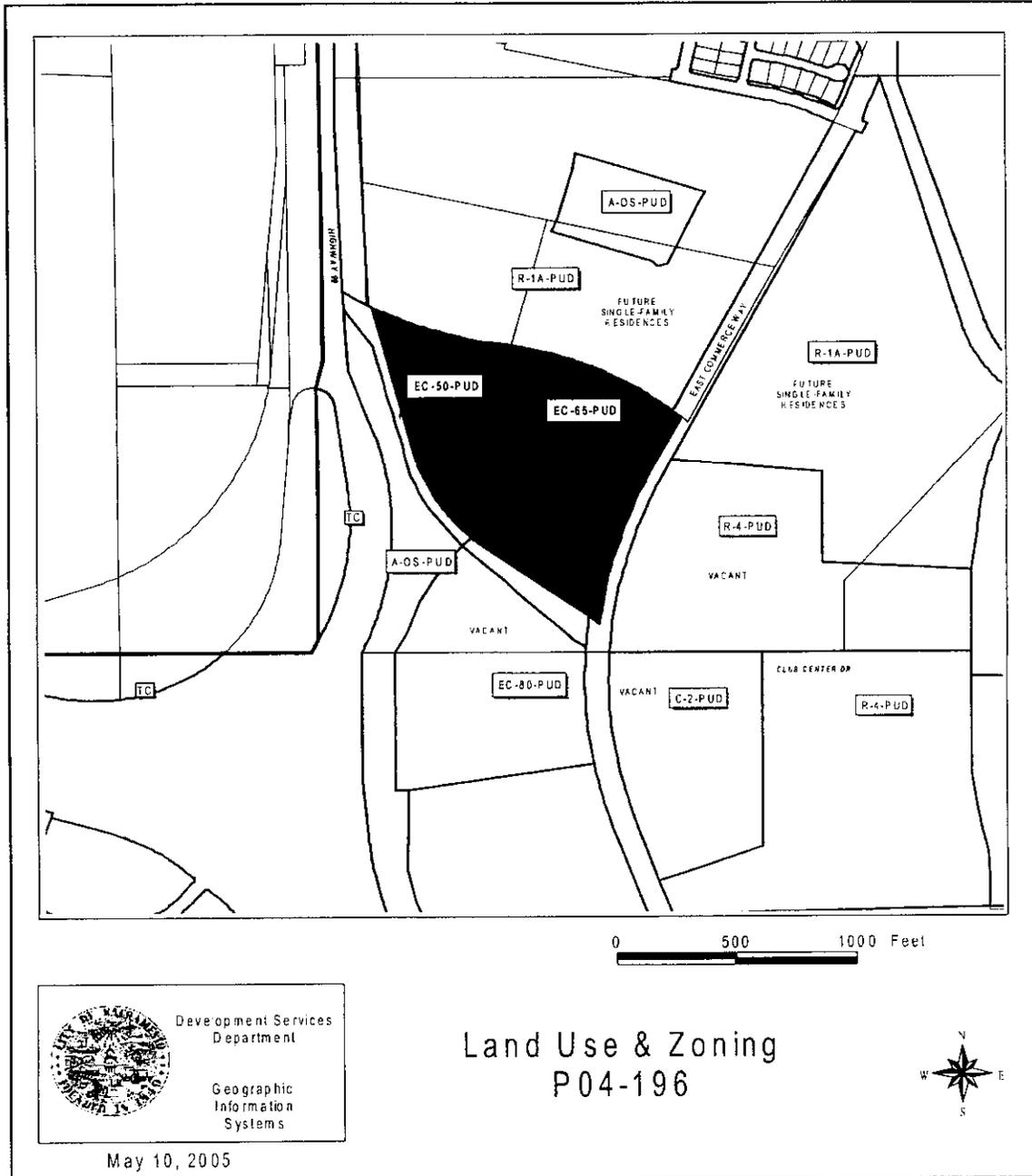
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Attachment 3 - Vicinity Map



Attachment 4 - Land Use & Zoning Map



## *Appendix - Exhibit C*

**Sacramento City Code Title 17 ZONING,  
Division V, Special Districts**

**Chapter 17.180  
Planned Unit Developments (PUDS)  
Regulations and Maps**

**Chapter 17.180 PLANNED UNIT DEVELOPMENTS (PUDS) REGULATIONS AND MAPS**

**17.180.010 Purpose.**

The purpose of this chapter is to provide for greater flexibility in the design of integrated developments than otherwise possible through strict application of zoning regulations. It is the intent of this chapter to encourage the design of well-planned facilities which offer a variety of housing or other land uses through creative and imaginative planning, among them the following types of developments:

- A. Residential. Residential subdivision developments which may include a variety of housing types and site plans, accessible open “green spaces,” or common recreational areas, an attractive and well-oriented community meeting place or recreational facility, and other features of substantial benefit to a viable and balanced community.
- B. Residential-Business Development. Mixed residential-business developments combining among other things, apartments, convenience shopping facilities, motel-hotel combinations, offices, commercial recreation facilities, or other compatible uses grouped in a well-designed and coordinated site development.
- C. Industrial Development. Well-designed and controlled groupings of research, service, or light industrial uses within an area containing visual and operational amenities and features, such as selective occupancies, setbacks, landscaping, and bulk and building material controls. (Ord. 99-015 § 5-4-A)

**17.180.020 General provisions.**

- A. General Criteria. In administering the provisions of this chapter, the extent to which the proposed planned unit development (PUD) generally promotes the purpose of this chapter shall be taken into consideration. It is intended that this chapter be utilized for large acreage developments capable of achieving the distinct environmental characteristics intended by the PUD criteria set forth in this chapter.
  - 1. It is not intended to encourage or permit a property owner to increase the development potential of his or her property merely by increasing the density of his or her project, contrary to the regulations imposed by the zoning applicable to the property.
  - 2. It is not intended that this chapter shall be used solely to create a development potential for small or difficult parcels of property created or remaining as a result of subdividing, freeway construction, or other contributing factors.
  - 3. It is not intended to allow the provisions of this chapter to be used to create incompatible uses within a general neighborhood, notwithstanding the quality of the particular planned unit development proposed.

**Sacramento City Code, Title 17 ZONING, Division V, Special Districts**

B. Issuance of Building Permits. No building permit shall be issued for any building or structure within the boundaries of a PUD until the plans submitted for the building permit have been reviewed by the planning director to determine that the plans conform to the schematic plan and development guidelines adopted for the PUD and the planning director plan review approved for the project. No building or structure within a PUD may be occupied until an inspection of the project has been made by the planning director to see that all conditions of the plan review have been complied with.

C. Authority to Adopt Rules. Without limiting in any way the general and implied authority of the planning commission to adopt rules and statements of policy and guidance for the administration of other provisions of this title, the planning commission may by resolution adopt such rules and regulations not inconsistent with the provisions of this section as it deems necessary or desirable to carry out the intent of this chapter. (Ord. 2005-051 § 3; Ord. 99-015 § 5-4-B)

**17.180.030 Planning director plan review required for development within a PUD.**

To ensure consistency with the adopted schematic plan and development guidelines for a PUD, a development project within a PUD shall be subject to a planning director's plan review under Chapter 17.220, unless the proposed project otherwise requires a special permit. (Ord. 2005-051 § 4; Ord. 99-015 § 5-4-C)

**17.180.040 PUD designation.**

The PUD designation appearing on the official zoning map indicates that the property so classified is subject to the requirements and restrictions set forth in this chapter in addition to the indicated land use zone (underlying zone).

A. Criteria. The PUD designation may be applied to all areas of the city for which the council determines that the purpose and general criteria of this chapter are met or that, due to the mixture of conditions or the relation of the property to adjacent land uses and its community, development in accordance with the requirements and restrictions of this chapter is necessary in order to properly evaluate the interrelationships of land uses, buildings, structures, and other features of the area and to provide design and other controls as may be necessary to insure that the development of the area will be consistent with the general plan and all applicable specific plans, will not be injurious to the public welfare, nor to other property in the vicinity of the development and will be in harmony with the general purposes and intent of this title.

B. Application—Procedure—Notice—Fees. Planned unit development (PUD) designation shall be adopted or removed in accordance with the provisions pertaining to rezoning set forth in Chapter 17.208 of this title. An application for a PUD designation shall be subject to a filing and investigation fee as established in the fee and charge report.

C. Areas in Single Ownership. The planning commission, the city council, or the property owners may initiate the PUD designation of any single parcel of property or to any contiguous parcels of property which are owned by the same person or persons.

D. Property in Multiple Ownership. The PUD designation of property that is not all in the same ownership may only be initiated by a petition submitted on behalf of the owners of all of the property within the area.

**Sacramento City Code, Title 17 ZONING, Division V, Special Districts**

E. Effect of PUD Designation. A PUD designation constitutes an overlay zone. However, approval of a PUD designation does not establish an underlying zone or enlarge the uses provided by a zoning classification. (Ord. 2005-051 § 5; Ord. 99-015 § 5-4-D)

**17.180.050 PUD schematic plan and development guidelines.**

No development within a PUD shall be approved until the city council has approved, by resolution, a schematic plan and development guidelines for the entire area.

A. Contents of the Schematic Plan and Development Guidelines.

1. The schematic plan and development guidelines shall contain the development standards applicable to development within the PUD and shall include specific details, elements, conditions and restrictions as the council may deem warranted to carry out the purpose of this chapter, including conditions and restrictions related to size, timing and sequence of development.
2. In approving a schematic plan and development guidelines for a PUD, the city council may modify zoning regulations relating to height, setback and area requirements, and other provisions of this title otherwise applicable to the property; provided that the following standards shall be applied:
  - a. Design Standards. The schematic plan and development guidelines provide overall standards of open space, circulation, off-street parking and other conditions in such a way as to form a harmonious, integrated project of such quality to justify exceptions to the normal regulations of this title.
  - b. Sign Program. In order to preserve the design and character of the PUD, the schematic plan and development guidelines adopted for the PUD may specify a sign program that allows for signage that otherwise would be prohibited under Chapter 15.148 of this code (Signs) or that prohibits signage that otherwise would be allowed under this title.
  - c. Density Standards. The density standards of the zone in which the property is located shall apply to residential uses except that the schematic plan and development guidelines may authorize a greater density if the proposed design will result in a development project that provides greater open spaces and other desirable features not a regular requirement of the zone.
  - d. Uses. Except as provided in this subsection, property within a PUD may be used only for the uses that are permitted in the underlying zone in which it is located and that are authorized by the schematic plan and development guidelines adopted for the property.
    - i. Accessory Uses. Accessory uses as defined in this paragraph that are primarily for the convenience of the occupants of the development and that either have their principal access located within the building or which are oriented internal to the overall development, may be allowed as part of a planned unit development, provided that such uses are authorized by the development guidelines adopted for the property; and provided further that the square footage devoted to such accessory uses may not exceed ten (10) percent of the total square footage of the planned unit development. For purposes of this provision, accessory uses are the uses allowed in the limited commercial (C-1) zone under this title.

**Sacramento City Code, Title 17 ZONING, Division V, Special Districts**

ii. Child Care Centers. Child care centers to serve primarily the occupants of a planned unit development are a permitted accessory use, subject to a special permit, provided that such use is authorized by the development guidelines adopted for the property. In office or business park PUDs for which maximum building square footage limits have been established, the square footage of the building devoted to a child care center shall not be included when calculating the building square footage for the PUD.

iii. OB-PUD Support Commercial Uses. Support commercial uses as defined in this paragraph may be allowed, subject to a special permit, as part of an office building (OB) planned unit development, provided that such uses are authorized by the development guidelines adopted for the property; and provided further that not more than twenty (20) percent of the total square footage of the planned unit development may be devoted to such uses. For purposes of this provision, support commercial uses are the following: hotels, motels, print shops, and the uses allowed in the limited commercial (C-1) zone under this title, provided that drive-through or drive-up windows or facilities shall not be allowed.

B. Notice and Hearing for Adoption of Schematic Plan and/or Development Guidelines. The planning commission and city council shall each hold a hearing on the adoption of a schematic plan and/or guidelines. The procedural requirements for a schematic plan and/or guidelines adoption hearing shall be governed by the provisions of Chapter 17.200 of this title to the extent that the provisions of Chapter 17.200 of this title do not conflict with this section, and notice of the hearing shall be provided in the same manner and to the same extent as required for rezoning of property pursuant to Chapter 17.208 of this title.

C. Fees for Adoption of Schematic Plan. A schematic plan and/or guidelines for a PUD shall be filed with the planning commission and shall be subject to a filing and investigation fee as established in the fee and charge report.

D. Amendment of a PUD Schematic Plan and/or Guidelines. An amendment to the PUD schematic plan and/or guidelines may be initiated by the city council, the planning commission, or by the owner of any parcel of property within the planned unit development. An application for such amendment to the PUD schematic plan and/or guidelines shall be filed with the planning commission and shall be subject to a filing and investigation fee as established in the fee and charge report.

1. Determination by Planning Commission.

a. The planning commission may grant the amendment of a PUD schematic plan and/or guidelines provided that the proposed amendments to the PUD schematic plan and/or guidelines do not change the intensity of land uses by more than ten (10) percent.

b. The procedural requirements for the hearing and appeal of a PUD schematic plan amendment and/or development guidelines amendment under this subsection 17.180.050(D)(1) shall be governed by the provisions of Chapter 17.200 of this title as they apply to the city planning commission to the extent that Chapter 17.200 provisions do not conflict with this chapter, and notice of the hearing shall be provided in the same manner and to the same extent as required for rezoning of property pursuant to Chapter 17.208 of this title. An amendment to a schematic plan and/or guidelines under this subsection (D)(1) of this section shall be subject to city council call-up review under Section 17.200.040.

**Sacramento City Code, Title 17 ZONING, Division V, Special Districts**

2. Determination by the City Council. If the conditions in subsection (D)(1)(a) of this section are not met, the planning commission and the city council shall hold a hearing on the amendment to the PUD schematic plan and/or guidelines. The procedural requirements for a schematic plan amendment or PUD guidelines amendment hearing shall be governed by the provisions of Chapter 17.200 of this title to the extent that Chapter 17.200 provisions do not conflict with this chapter, and notice of the hearing shall be provided in the same manner and to the same extent as required for rezoning of property pursuant to Chapter 17.208 of this title. If the PUD schematic plan or PUD guidelines amendment is approved or conditionally approved by the planning commission, the planning director shall immediately make a written report of such approval to the city council. (Ord. 2005-051 § 6; Ord. 99-015 § 5-4-E)

**17.180.060 Preliminary review.**

Prior to submission of an application for a PUD designation, adoption of a schematic plan and/or guidelines, or other entitlement for development within a PUD, preliminary plans shall be submitted to the planning director for preliminary review. The required preliminary review may be waived by the planning director at his or her discretion. The contents and process for preliminary review are set forth in Section 17.196.050 of this title. (Ord. 2005-051 § 7; Ord. 2003-018 § 3; Ord. 99-015 § 5-4-F)

**17.180.070 Map of designated PUD's.**

The maps attached to the ordinance codified in this chapter are on file in the planning division and delineate the designated PUD's in the city. (Ord. 99-015 § 5-4-G)