

1. Practicable and feasible alternative 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 alternative 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 General Plan for the project to be approved with such requirements and mitigation measures.

---

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DATE ADOPTED: \_\_\_\_\_

**EXHIBIT C-1**

**INCLUSIONARY HOUSING PLAN**

THE INCLUSIONARY HOUSING PLAN FOR THE PROJECT DATED AS OF \_\_\_\_\_ AND APPROVED BY THE CITY COUNCIL ON \_\_\_\_\_ BY RESOLUTION NO. \_\_\_\_\_ IS ATTACHED AS EXHIBIT C-1 AND INCORPORATED IN THIS AGREEMENT BY THIS REFERENCE.

NOTE: ANY CHANGES TO THE TERMS AND CONDITIONS OF THE INCLUSIONARY HOUSING PLAN REQUIRES AN AMENDMENT TO THIS AGREEMENT TO BECOME EFFECTIVE, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT.

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# EXHIBIT D

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Assignment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (herein "LANDOWNER") and \_\_\_\_\_ (herein "ASSIGNEE"), and the CITY OF SACRAMENTO, a municipal corporation (hereinafter the "CITY"). The LANDOWNER, ASSIGNEE and CITY hereinafter may be referred to collectively as the "Parties" or in the singular as a "Party," as the context requires.

### 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") for the project referred to as \_\_\_\_\_ (herein the "Project") subject to LANDOWNER's compliance with certain conditions and obligations set forth in the Development Agreement.
- B. LANDOWNER intends to transfer a portion of the Property to ASSIGNEE (herein the "Assigned Parcels") under the terms of a written agreement between LANDOWNER and ASSIGNEE dated \_\_\_\_\_ (the "Transfer Agreement").
- C. LANDOWNER has agreed to assign to ASSIGNEE, and ASSIGNEE has agreed to assume from LANDOWNER, all of the rights and obligations under the Development Agreement as they relate to the Assigned Parcel(s). The CITY has consented to the foregoing assignments and assumptions on the terms and conditions set forth below.

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Effective Date; Termination.** This Assignment shall be effective as of the "Closing Date", as defined in the Transfer Agreement (the "Effective Date"). In the event the Transfer Agreement terminates prior to the closing thereunder, this Assignment shall automatically terminate and the Parties shall have no further obligations hereunder.

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- 2. **Assignment and Assumption.** As of the Effective Date, LANDOWNER hereby assigns and transfers to ASSIGNEE any and all of LANDOWNER's rights under the Development Agreement as they relate to the Assigned Parcel(s), and ASSIGNEE hereby accepts and assumes all of the duties and obligations of LANDOWNER under the Development Agreement as they relate to the Assigned Parcel(s). ASSIGNEE hereby 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).
- 3. **Assumption Terms and Conditions.** LANDOWNER and ASSIGNEE understand and agree that this Assignment is subject to section 4 of the Development Agreement, which reads as follows:

**"4. Assignment.**

4.1 **Right to Assign.** LANDOWNER shall have the right to freely sell, alienate, transfer, assign, lease, license and otherwise convey all of any portion of the Property and improvements thereon, and 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 that no partial transfer shall be permitted to cause a violation of the Subdivision Map Act (Government Code Section 66410 et seq.). LANDOWNER shall notify CITY of any sale, transfer or assignment of all of LANDOWNER's interests in all or any portion of the Property by providing written notice thereof to CITY in the manner provided for notices hereunder not later than thirty (30) days before the effective date of such sale, transfer or assignment; provided, however, that LANDOWNER's failure to provide such notice shall not invalidate such sale, transfer or assignment and provided further that any successor in interest in ownership of all or a portion of the Property shall not benefit from the Vested Rights conferred herein without entering into an Assignment and Assumption Agreement with CITY.

4.2 **Release of LANDOWNER.** Such purchaser, assignee or transferee shall execute and deliver to CITY an Assignment and Assumption Agreement whereby such purchaser, assignee or transferee assumes all obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred. Upon such execution and delivery, CITY shall release LANDOWNER from all duties, liabilities and obligations under the Development Agreement with respect to the interest(s) sold, assigned or transferred only if LANDOWNER is not in default under this Agreement as of the effective date of the Assignment.

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4.3 **Assignees.** The Assignee shall be obligated and bound by the terms and conditions of this Agreement if it executes the Assignment and Assumption Agreement, and shall be the beneficiary hereof and a party hereto, only with respect to the Property, or such portion thereof, sold, assigned or transferred to Assignee by LANDOWNER. The Assignee 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. CITY shall release Assignee from all duties, liabilities and obligations under the Development Agreement of LANDOWNER with respect to the interest(s) that are not sold, assigned or transferred to Assignee. Any such assumption agreement shall be deemed to be to the satisfaction of the City Attorney if executed substantially 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."

4. **Assignee Development Agreement.** At the request of the City, ASSIGNEE agrees to enter into a separate development agreement with respect to the Assigned Parcel(s) in accordance with the same terms and conditions as set out in the Development Agreement, subject only to those changes in the Development Agreement that are mutually agreed to by both CITY and ASSIGNEE, and subject to processing of the approval of that development agreement in accordance with CITY's Procedural Ordinance.
  
5. **No Cross-Default.** The Parties acknowledge and agree that the respective obligations of LANDOWNER and ASSIGNEE under the Development Agreement shall be separate and independent from one another, such that a default by LANDOWNER of any of the LANDOWNER's duties and obligations will not constitute a default under the Development Agreement by ASSIGNEE, and a default by ASSIGNEE of any of the ASSIGNEE's duties and obligations will not constitute a default under the Development Agreement by LANDOWNER, and the CITY's rights and remedies under the Development Agreement shall apply only to the Party, and the Property or Assigned Parcel(s), that is the subject of the default. Any duties and obligations under the Development Agreement that apply to both the Assigned Parcel(s) and the remaining Property must be complied with by both LANDOWNER and ASSIGNEE, as applicable.

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- 6. **Successors and Assigns.** All of the covenants, terms and conditions set forth in this Assignment shall be binding upon and shall inure to the benefit of the Parties and to their respective heirs, successors and assigns.
  
- 7. **Legal Advice.** ASSIGNEE agrees that it has read, and has sought and received all required legal and other expert consultation with regard to the duties and obligations set out in the Development Agreement to which ASSIGNEE is hereby bound, and fully understands all of its terms and conditions. ASSIGNEE further agrees that: (i) LANDOWNER has furnished ASSIGNEE with a copy of all documents and materials containing or relating to terms and conditions of development of the Assigned Parcel(s); (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 public financing mechanisms and obligations inherent in such documents and materials, nevertheless has voluntarily, freely and knowingly assumed and agreed to perform all of such obligations and requirements, and be bound by all of the provisions of such documents and materials, in addition to the express terms and conditions of the Development Agreement.
  
- 8. **Representations; Entire Agreement.** ASSIGNEE hereby affirms and acknowledges that CITY has not made any representations, commitments or promises to ASSIGNEE that are contrary to or different from the express terms and conditions of the Development Agreement, unless such terms and conditions have been set forth in writing and approved by ASSIGNEE and the City Council prior to the execution of this Assignment. This Assignment contains the entire agreement of the Parties, no other understanding whether verbal, written or otherwise exists between the Parties, and no prior verbal or written communications regarding this Assignment shall be binding on any Party.
  
- 9. **Further Assurances.** The Parties agree to execute all such additional instruments and documents and to take all such additional actions, as may be reasonable and necessary to carry out the provisions of this Assignment.
  
- 10. **Notices.** All notices required or provided for under this Assignment shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the other Parties and to Lender, if applicable. Notice shall be effective on the date delivered in person, or the date when received if such notice was mailed to the address of the other Party(ies) as indicated below:

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Notice to CITY:

Notice to the LANDOWNER:

Notice to the ASSIGNEE:

Notice to Lender:

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(ies) in the manner provided herein.

- 11. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
- 12. **Counterparts.** This Assignment may be executed i counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.
- 13. **Release of LANDOWNER.** Upon execution and delivery of this Assignment by CITY, CITY hereby releases LANDOWNER from all duties, liabilities and obligations pursuant to the Development Agreement.

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

ASSIGNEE

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

LANDOWNER

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

CITY:

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

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# EXHIBIT E

## Protest Waiver Provisions Agreed to by LANDOWNER

LANDOWNER understands and agrees that financing of the Infrastructure and programs required under the Delta Shores Finance Plan (hereafter "Finance Plan") 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 to implement the 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 Finance Plan, or which information or opinions relate to the question of consistency of the financing mechanism with the 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 Finance Plan, as amended; and (ii) directly and significantly conflicts with the Nexus Study adopted by the City Council in connection with establishment of development fees for the 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 or 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 judicially challenge 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

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proceeding with respect to the Property, to judicially challenge the financing mechanism or the fees, charges, assessments or special taxes (but not the dollar amount thereof) 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:

(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. 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. 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 section 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.

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(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 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 this 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 this Agreement.

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**EXHIBIT F**  
**IRREVOCABLE OFFER OF DEDICATION FORM**

**SEE ATTACHED**

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**EXHIBIT G**

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

**SEE ATTACHED**

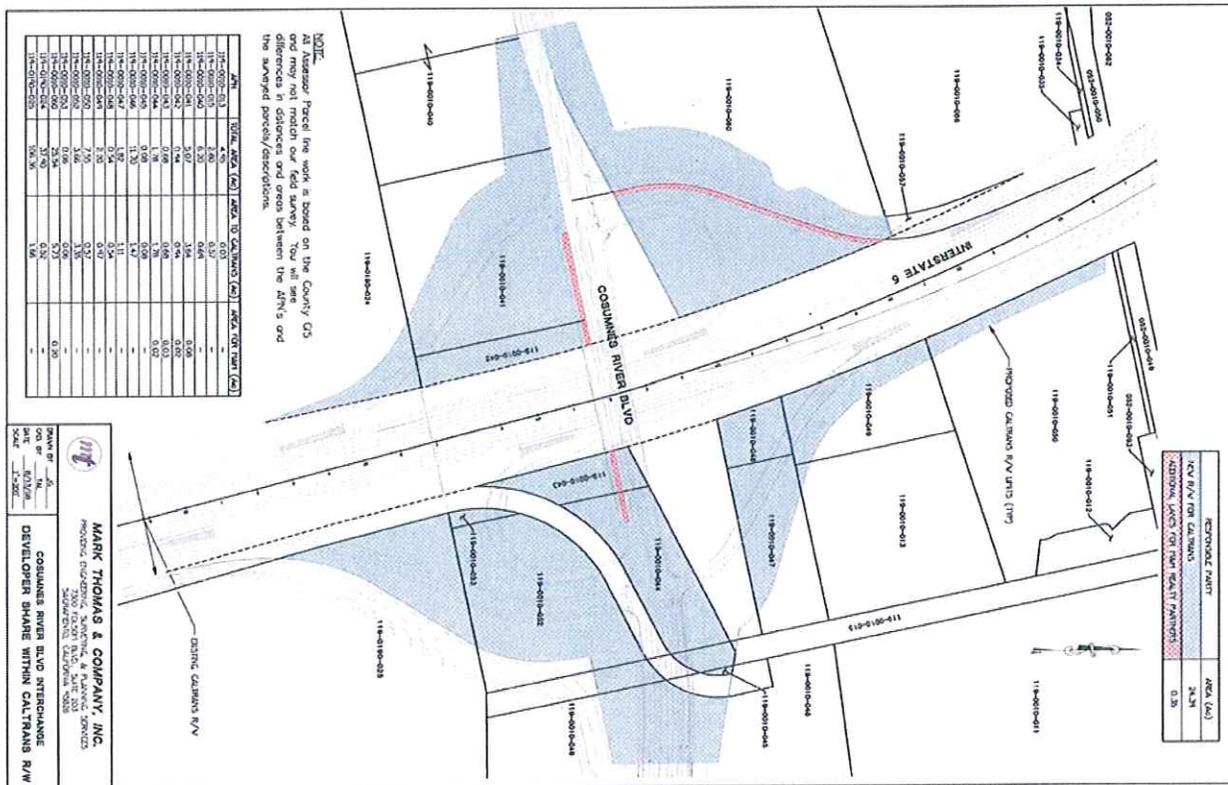
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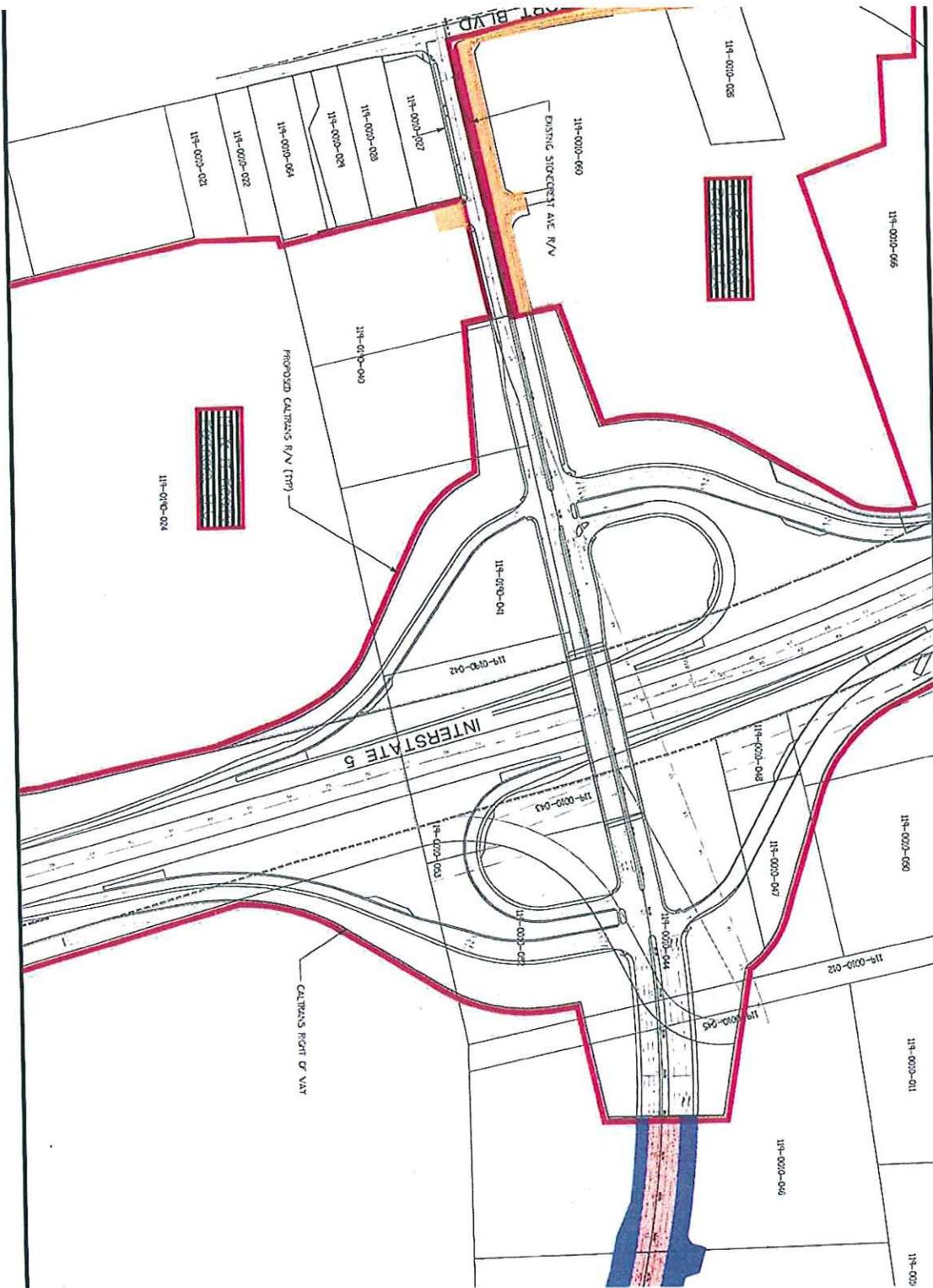


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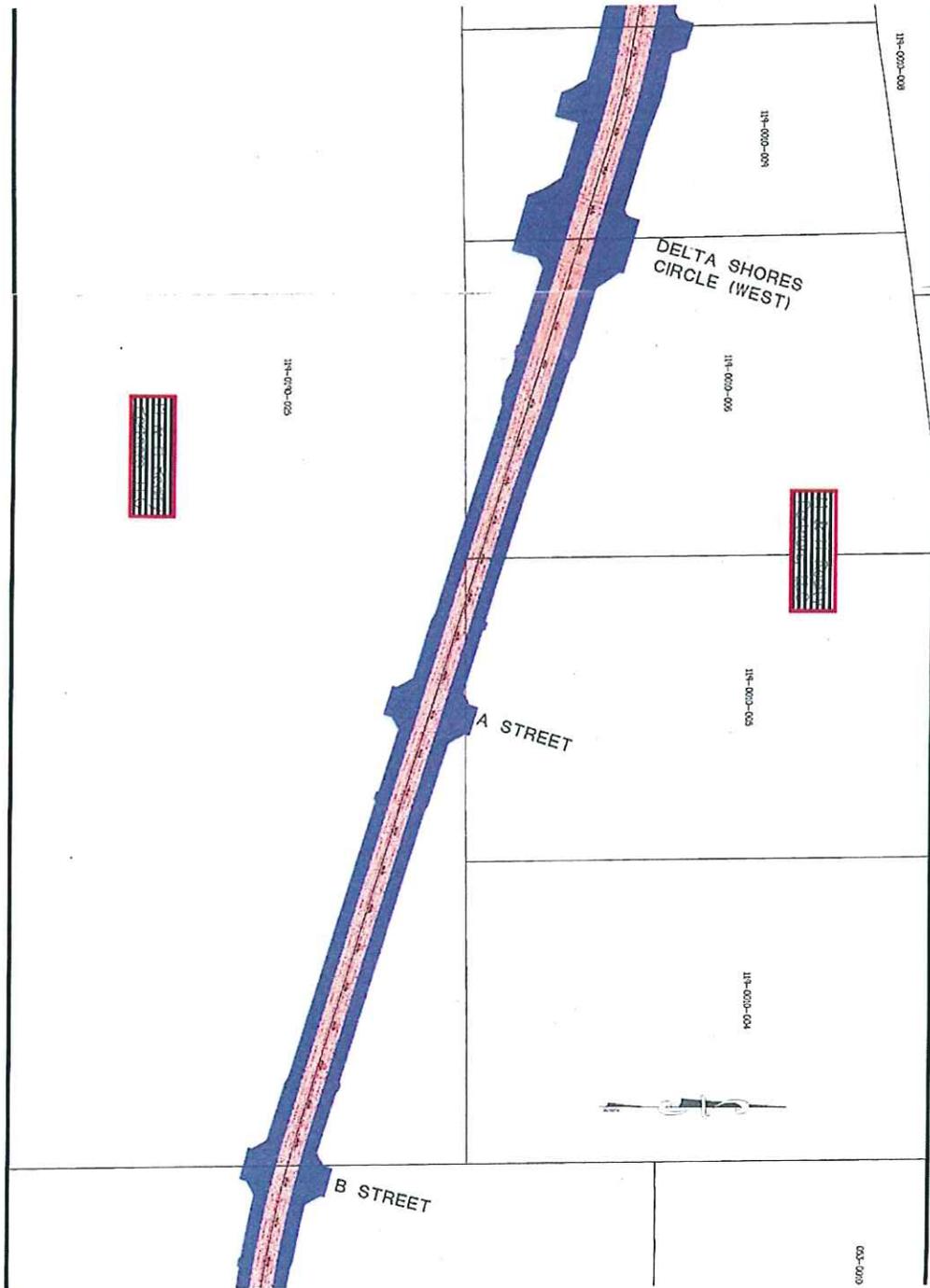


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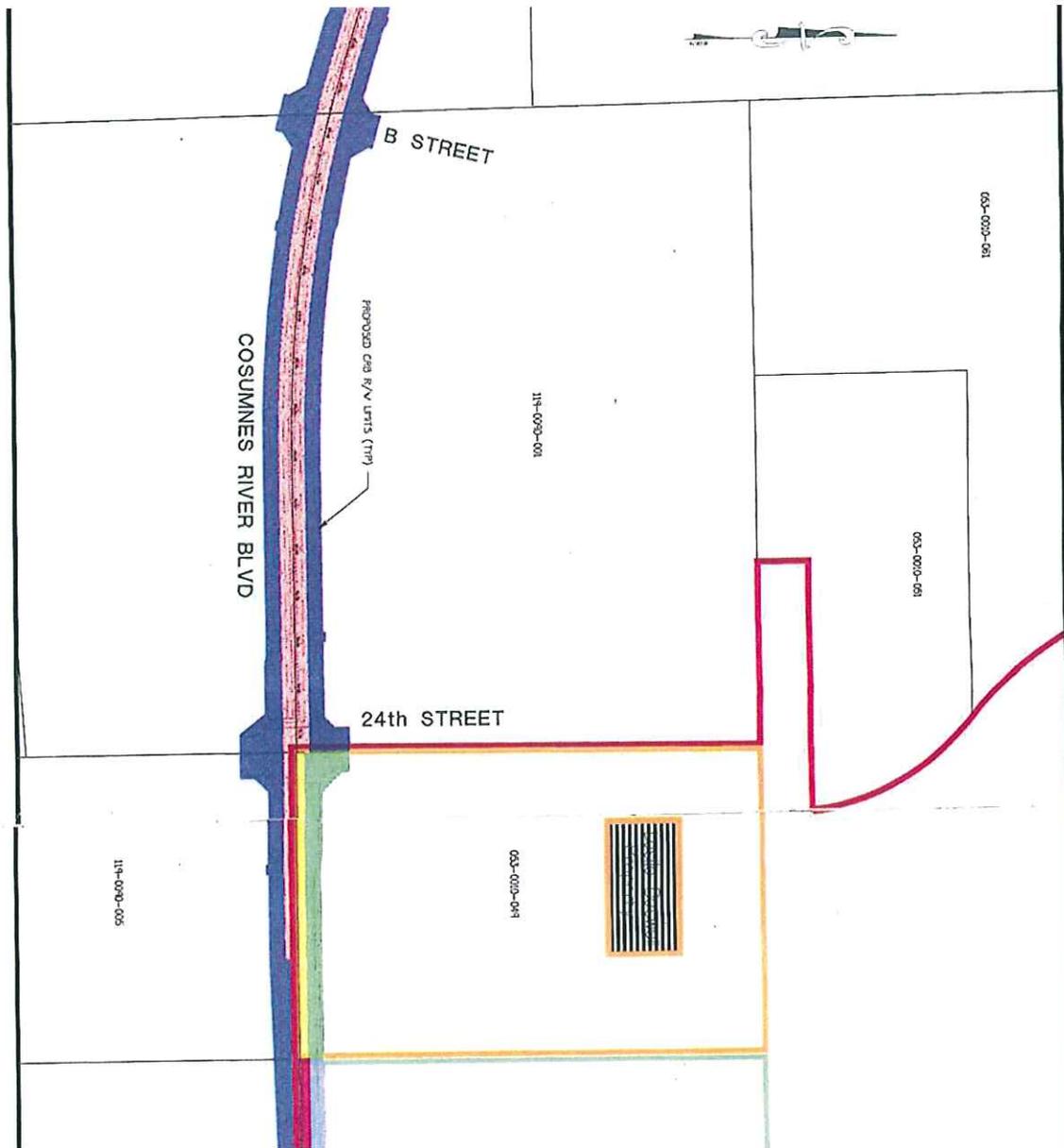


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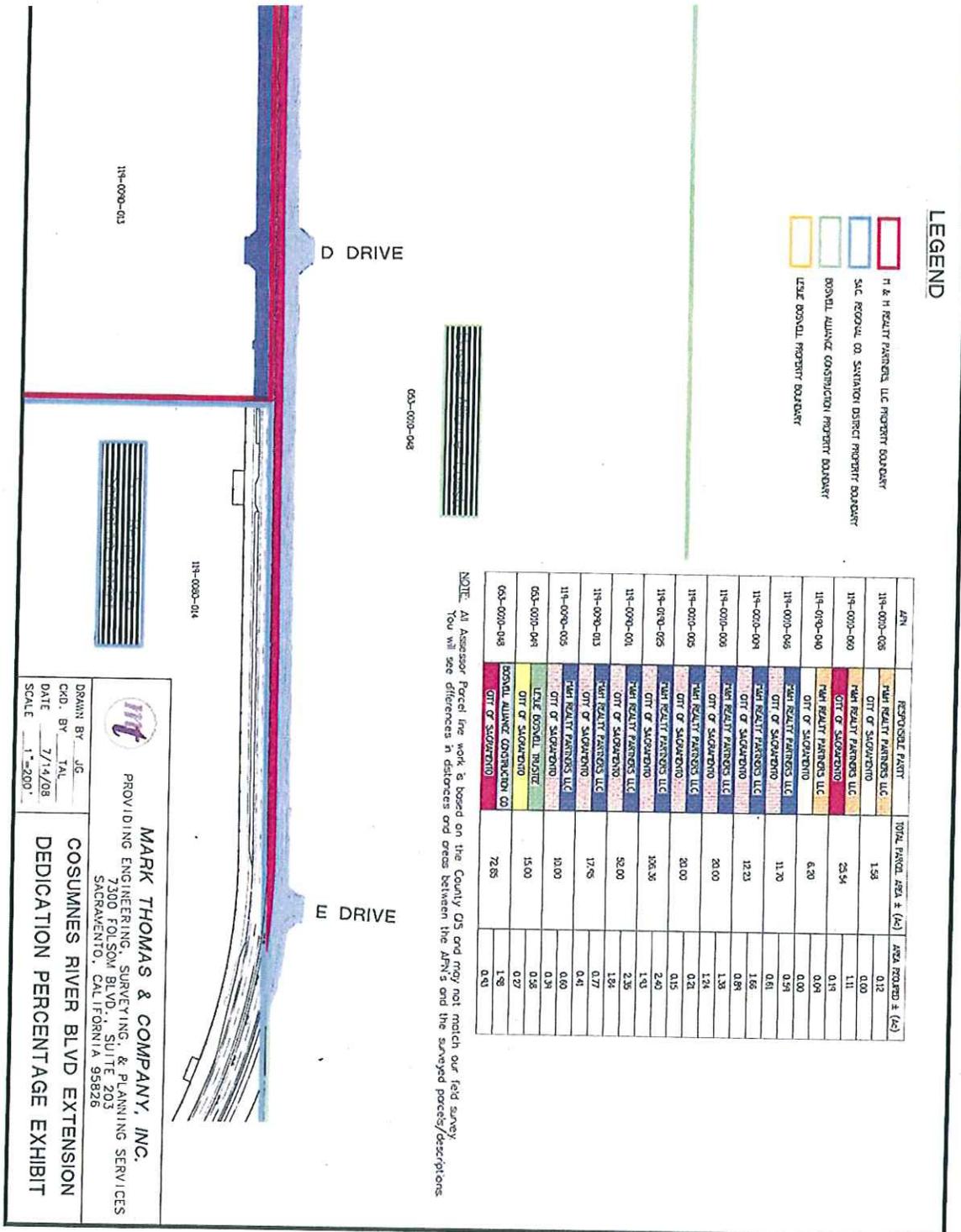


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# EXHIBIT H

## PROCEDURE FOR ADJUSTING THE PUBLIC FACILITIES FEE AND REVISING THE INVENTORY OF REMAINING INFRASTRUCTURE TO BE FINANCED BY THAT FEE

When amending the Delta Shores Finance Plan, the City shall set the amount of the Public Facilities Fee by using the estimated cost of the facilities to be financed, determined in accordance with the following procedure:

### 1. Definitions.

- (a) "Aggregate Costs" means the cost to construct remaining PFF Eligible Facilities.
- (b) "CalTrans Index" means the Quarterly California Highway Construction Cost Index (Price Index for Selected Highway Construction Items) published by the California Department of Transportation, Division Of Engineering Services – Office Engineer .
- (c) "ENR Index" means the Engineering News Record Construction Cost Index for San Francisco.
- (d) "Finance Plan" means the Delta Shores Finance Plan, as amended.
- (e) "Funding Requirement" means the amount of the PFF that must be generated from remaining development so that the City will have adequate funding (A) to construct the PFF Facilities remaining to be completed and (B) to administer the PFF program. It is calculated as follows: *first*, calculate the aggregate cost to complete the remaining PFF Facilities and to pay the administrative component of the PFF as required by the Finance Plan; *second*, from the result, subtract the PFF revenues then available to complete the remaining PFF Facilities; and *third*, add the amount of outstanding PFF credits.

$$\text{Funding Requirement} = (\text{current year's cost estimate}) - (\text{revenue on hand}) + (\text{outstanding credits})$$

- (e) "PFF" means the Public Facilities Fee established by Sacramento City Code for the Delta Shores Finance Plan.
- (f) "PFF Eligible Facility" means a public improvement or segment of a public improvement that is identified in the first Delta Shores Finance Plan.

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- (g) PFF Funding Obligation” means the maximum funding obligation of the PFF for a given year.
- (h) “PFF Share” means the portion of a PFF Eligible Facility’s cost that is funded, in whole or part, by the PFF.

**2. Annual PFF Adjustment for PFF Eligible Facilities.**

(a) Each July 1, the City will adjust the PFF in accordance with the difference between (1) the Funding Requirement for the current year; and (2) the funding that would be available, after deducting revenue on hand and adding outstanding PFF credits, if the then-existing PFF were applied to remaining development. In no event will the annual inflationary adjustment to outstanding credits be less than zero (0%).

(b) Example of Annual PFF Adjustment for PFF Eligible Facilities:

As of April 1, 2010

Cost Changes of:		
3.257%	-6.000%	6.000%

**Initial Comparison**

Remaining Costs from April 1, 2009 Estimate  
 Aggregate Costs and Administration

200,000,000	200,000,000	200,000,000
206,514,000	188,000,000	212,000,000
3.257%	-6.000%	6.000%

**Funding Requirement Calculation**

Aggregate Costs and Administration  
 Less Cash on Hand April 1, 2010  
 Plus Credits Outstanding April 1, 2010

206,514,000	188,000,000	212,000,000
-30,000,000	-30,000,000	-30,000,000
25,000,000	25,000,000	25,000,000

2010 Funding Requirement 201,514,000 183,000,000 207,000,000

**Existing Fee Calculation**

Revenue From Remaining Development Using 2009 Fees  
 Less Cash on Hand April 1, 2010  
 Plus Credits Outstanding April 1, 2010

200,000,000	200,000,000	200,000,000
-30,000,000	-30,000,000	-30,000,000
25,000,000	25,000,000	25,000,000

Resources Based on 2009 Fees 195,000,000 195,000,000 195,000,000

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**Fee Change Effective July 1, 2010**

Resources Based on 2009 Fees	195,000,000	195,000,000	195,000,000
2010 Funding Requirement	201,514,000	183,000,000	207,000,000
Fee Change \$	6,514,000	-12,000,000	12,000,000
Fee Change %	3.341%	-6.154%	6.154%

**3. Adjustments to Aggregate Costs: Remaining Freeway Improvements, Roadways, Bridges, Signals, and Bikeways.**

*(a) Adjustment by Index.*

(1) Subject to Subsection 3(b) below, for all PFF Eligible Facilities except the police station, the second fire station, and the community center, the cost adjustment to remaining PFF Eligible Facilities is the greater of the following (but in no event less than zero percent):

- (A) the ENR Index; or
- (B) the CalTrans Index 3-year moving average.

(2) Index measurement.

- (A) ENR Index: Year-over-year change as of each March.
- (B) CalTrans Index: 12-quarter average through quarter 1 of the current year over 12-quarter average through quarter 1 of the prior year.

(3) Precision. All calculations will be carried out to three decimal places.

*(b) Adjustment by Benchmarking.*

- (1) Before April 1 of each calendar year, a third-party professional engineering consultant who is under contract to the City will estimate the cost to construct all PFF Eligible Facilities subject to this subsection 3(b). The cost estimate will anticipate cost changes to the next July 1. The cost estimate plus an estimated contingency (not to exceed an amount equal to 26% of the cost estimate) is the "Benchmark Estimate" of Aggregate Costs for the year.
- (2) If the percentage change between the Aggregate Costs for the then-current year and the Aggregate Costs for the same set of PFF Eligible Facilities for the immediately preceding year differ by an amount equal to, or more than, plus or minus 5% in aggregate from the percentage change determined by index in

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accordance with Subsection 3(a) above, then the City will use the then-current year's Benchmark Estimate of Aggregate Costs to determine the Funding Requirement.

- (c) **Comprehensive Review and Nexus Study.** The City will perform a comprehensive review and nexus study for the PFF at least every three years unless the City determines that prevailing market conditions do not justify doing so (e.g., if development is lacking or the remaining development is limited).
- (d) **Sample cost adjustments for freeway improvements, roadways, bridges, signals, and bikeways:**

**Sample #1**

Benchmarking *increase* of 4%  
 ENR Index *increase* of 2%  
 CalTrans Index *increase* of 3.1%  
**Change in Aggregate Costs: plus 3.1%**

**Sample #2**

Benchmarking *increase* of 4%  
 ENR Index *increase* of 1%  
 CalTrans Index *decrease* of 1%  
**Change in Aggregate Costs: plus 1%**

**Sample #3**

Benchmarking *decrease* of 4%  
 ENR Index *decrease* of 0.5%  
 CalTrans Index *decrease* of 1%  
**Change in Aggregate Costs: 0%**

**Sample #4**

Benchmarking *decrease* of 5%  
 ENR *increase* of 0.5%  
 Cal Trans Index *decrease* of 1%  
**Change in Aggregate Costs: minus 5%**

**Sample #5**

Benchmarking *increase* of 6%  
 ENR Index *increase* of 3.5%  
 CalTrans Index *decrease* of 1%  
**Change in Aggregate Costs: plus 6%**

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**4. Adjustments to Aggregate Costs: Police Substation and Fire Station.**

For the police substation and fire station, the portion of the cost for each that is funded by the PFF will not exceed that established in the first Delta Shores Finance Plan, except as follows: the City will adjust the cost of the police substation and fire station by using the change in the ENR Index from March to March, effective each July 1.

**5. PFF Funding Obligation; Change in list of Facilities being funded with PFF.**

- (a) The Finance Plan shows not just the estimated cost of each PFF Eligible Facility but also the PFF Share for the PFF Eligible Facility. Each year, after adjusting costs in accordance with sections 1 through 4 above, the City shall determine the aggregate PFF share for all PFF Eligible Facilities, and that aggregate amount will be the PFF Funding Obligation for that year.
- (b) Each year, the City may revise the PFF Share for each PFF Eligible Facility and shall give Landowner 30-days' prior written notice of any revision that will result in a Removed PFF Facility (defined below), as follows:
  - (1) If a PFF Eligible Facility is removed from the Delta Shores Finance Plan because it will no longer be funded by the PFF (a "Removed PFF Facility"), then the City may allocate the Removed PFF Facility's PFF Share (determined in accordance with subsection 3(b)(1) above) to another PFF Eligible Facility on the list. Public improvements not identified in the Delta Shores Finance Plan may not be funded with the PFF.
  - (2) The City may not require, as a condition for approving the Landowner's request for land-use entitlements on all or part of the Property, that the Landowner or any other signatory to a Delta Shores Development Agreement construct all or part of a Removed PFF Facility. This limitation does not apply if the Landowner requests and receives a change in the then-existing zoning on all or part of the Property and the City determines that the change creates a need for construction of a Removed PFF Facility.
  - (3) If the City has previously required the Landowner to build a PFF Eligible Facility as a condition of approval for a land-use entitlement granted to the Landowner, then the City may not subsequently remove the PFF Eligible Facility from the list of remaining PFF Eligible Facilities and thereby deny the Landowner the opportunity to obtain reimbursement from the PFF program.

**FOR CITY CLERK USE ONLY**

ORDINANCE NO. \_\_\_\_\_

CITY AGREEMENT NO. \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_ 222

**6. Scope of PFF Eligible Facilities.**

The scope of each PFF Eligible Facility is as described in the Finance Plan, as amended, and may not be revised except as required to comply with federal or state law. With respect to public roadways and streets, the scope is to be based on the City's street-design standards for lands within the Delta Shores area.

**7. Adequate Funding for PFF Eligible Facilities.**

The City may not cite, as a reason for increasing the amount of the PFF Funding Obligation, the loss of potential funding from sources identified in the first Delta Shores Finance Plan as Non-PFF Funding Sources, such as federal funding, state funding, regional funding, grants, gifts, contributions, fees, reimbursements, the City's general fund, the City's Major Street Construction Tax, private funds, or payments from the Stone-Boswell area in the event of the approval of land entitlements for this area.

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**FOR CITY CLERK USE ONLY**

ORDINANCE NO. \_\_\_\_\_

CITY AGREEMENT NO. \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_ 223

**EXHIBIT "I"**

**DIAGRAM OF DELTA SHORES PLANNING AREA**

SEE ATTACHED

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**FOR CITY CLERK USE ONLY**

ORDINANCE NO. \_\_\_\_\_

CITY AGREEMENT NO. \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_ 224

**Attachment 8 - Inclusionary Housing Plan Resolution**

**RESOLUTION NO.**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

**ADOPTING THE INCLUSIONARY HOUSING PLAN FOR THE DELTA SHORES PROJECT (P08-087)**

**BACKGROUND**

- A. The Mixed Income Housing Policy, adopted in the City of Sacramento Housing Element and required by the City's Mixed Income Housing Ordinance, requires that ten percent of the units in a residential project be affordable to very low income households and five percent to low income households;
- B. The City Council conducted a public hearing on January 13, 2009 concerning the above Inclusionary Housing Plan, and based on documentary and oral evidence submitted at the public hearing, the Council hereby finds:

The proposed Plan is consistent with Chapter 17.190 of the City Code which requires an Inclusionary Housing Plan setting forth the number, unit mix, location, structure type, affordability and phasing of the Inclusionary Units in the residential development;

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Council adopts the Inclusionary Housing Plan for Delta Shores, attached hereto as Exhibit A.

**Table of Contents:**

- Exhibit A: Inclusionary Housing Plan
- Exhibit B: Inclusionary Housing Plan Map

**Exhibit A: Inclusionary Housing Plan**

**Delta Shores  
Inclusionary Housing Plan  
December 2, 2008**

**Proposed Project**

M & H Realty ( the Developer) is the developer of certain real property in the City of Sacramento on which it proposes to develop and construct the Delta Shores Project (the Project), a master planned community consisting of a mix of residential and commercial uses. The approximately 782 ± gross acre project is generally located in the southern portion of the City of Sacramento. As proposed, the Project will consist of a maximum of 5,222 residential dwelling units.

**Mixed Income Housing Policy**

The Project site is subject to the City Mixed Income Housing Policy. The Mixed Income Housing Policy adopted in the City of Sacramento Housing Element and required by the City Mixed-Income Housing Ordinance, City of Sacramento City Code Chapter 17.190, requires that ten percent (10%) of the units in a Residential Project be affordable to very low income households and five percent (5%) to low income households (collectively the Inclusionary Requirement and Inclusionary Units).

Pursuant to City Code Section 17.190.110 (B), an Inclusionary Housing Plan (Plan) must be approved prior to, or concurrent with the approval of legislative or adjudicative entitlements for the Project. City Code Section 17.190.030 sets forth the number, unit mix, location, structure type, affordability and phasing of the Inclusionary Units in the Project. This document constitutes the Plan, and, as supplemented and amended from time to time, is intended to begin implementation of the Inclusionary Requirement for the Project. All future approvals for the Project shall be consistent with this Inclusionary Housing Plan.

The Inclusionary Requirement for the Project will be set forth in more detail in the Inclusionary Housing Agreement executed by Developer and the Sacramento Housing and Redevelopment Agency (SHRA) and recorded against all the Inclusionary Housing Units. The Inclusionary Housing Agreement shall be executed and recorded no later than the approval of the first final map for the residential subdivision or residential construction phase. The Inclusionary Housing Agreement will describe with particularity the site, phasing and restrictions for the construction and financing of the Inclusionary Units, pursuant to City Code Section 17.190.110 (C). The Inclusionary Housing Agreement shall be consistent with this Plan.

### Number of Inclusionary Units

The Developer, or its successors and assignees, shall construct or cause to be constructed a number of dwelling units affordable to Very Low Income Households (Very Low Income Units) and Low Income Households (Low Income Units) as defined in the Sacramento City Code Section 17.190.020, equal to ten percent (10%) and five percent (5%) of the total number of housing units approved for the Project, respectively.

Based on the current Project proposal of 5,222 residential units, the Inclusionary Requirement for the Project is 522 Very Low Income Units (10%) and 261 Low Income Units (5%).

Total Number of Residential Units within Project:		5,222	Units
Very Low Income Units:	10%	522	Units
Low Income Units:	5%	261	Units
Total Number of Inclusionary Units:		783	Units

If the Project approvals are amended to increase the number of units in the Project, this Plan will be amended to reflect a number of units equal to ten percent (10%) of the increased total residential units in the amended entitlements for Very Low Income Units and five percent (5%) for Low Income Units. If the Project approvals are amended to decrease the number of residential units in the Project, this Plan will be amended to reflect a number equal to ten percent (10%) of the decreased total residential units in the amended entitlements for Very Low Income Units and five percent (5%) for Low Income Units. However, after a building permit has been issued for a structure to contain Inclusionary Units, those Units will be constructed and maintained as Inclusionary Units pursuant to the terms of Chapter 17.190 of the City Code regardless of any subsequent reduction in the number of approved total residential units.

### Units by Type and Tenure

The Inclusionary Housing Units shall consist of 783 total rental units developed on five (5) separate sites disbursed throughout the proposed Project and shall be retained by the Developer, its heirs, successors, or assigns as rental units affordable to Low and Very Low Income households for a period equal to 30 years and one day, at which time the obligation to retain the affordable units shall terminate. The Developer, its heirs, successors, or assigns shall ensure that they are professionally managed by an accredited property management company.

Planning Area	Housing Type	Acres	Density (Units/Acre)	Units
Planning Area 1	Apartments	3.92	27	106
Planning Area 2	Apartments	8.46	24	200
Planning Area 3	Apartments	5.88	31	186
Planning Area 4	Senior Housing	4.99	27	135
Planning Area 5	Apartments	5.44	29	156
<b>Total</b>				<b>783</b>

#### Size and Bedroom Count

Each Inclusionary site within the Project will be developed with a range of unit types and sizes. Inclusionary Units will consist of both multifamily apartments, as well as senior apartments. Specific unit types and sizes will be determined in conjunction with subsequent entitlement applications for individual development of Inclusionary Units on each Inclusionary site located within the Project.

Pursuant to Section 17.190.110(B)(3)(d) of the Sacramento City Zoning Code, any future amendments to this Plan necessary to establish or modify unit types or sizes in conjunction with the development of Inclusionary Units shall be made at the staff level by the Planning Director or his/her designee.

#### Location of Inclusionary Units within Project

Inclusionary Units will be located on Planning Areas 1 through 5 as depicted in the attached Exhibit A. The location of the Inclusionary Units within the Project is subject to Amendment, consistent with City Code Section 17.190.110.

#### Affordability Requirements

The Inclusionary Units will be rented. These rental units will meet the requirements of City Code Section 17.190.030 regarding number and affordability of units, their location, timing of development, unit sizes, exterior appearance and development standards. The rental units will be available to low and very low income households. Family size for affordable rental units shall be determined in accordance with the regulations of the California Tax Credit Allocation Committee. Monthly Affordable Rents (including utility allowances) of the Inclusionary Units shall be restricted to Low and Very Low Income Households. A unit whose occupancy is restricted to a Very Low Income Household has a monthly rent that does not exceed one-twelfth of thirty percent (30%) of fifty percent (50%) of the Sacramento area median income, adjusted for family size. A unit whose occupancy is restricted to a Low Income Household has a monthly rent that does not exceed one-twelfth of thirty percent (30%) of eighty percent (80%) of the Sacramento area median income, adjusted for family size. Median income figures are those published annually by the United States Department of Housing and Urban Development. With respect to each Inclusionary Unit, the affordability requirements of this Plan shall continue for no less than thirty (30) years and one day from the recordation of the notice of completion of the Residential Project.

**Incentives**

The Developer or builder may seek incentives, assistance, or subsidies pursuant to City Code Section 17.190.040. One such incentive is the allowance for fee waivers and/or deferrals for those units fulfilling the Inclusionary Requirement. The Developer will work with the City to determine the fee reductions and other incentives available.

**Marketing**

The Developer shall be required to market Inclusionary Units in the same medium as non-Inclusionary Units. Such marketing activities may include newspaper and internet advertisements, toll free project information numbers, and on or off-site project signage.

**Phasing of Development of the Inclusionary Units**

The Inclusionary Units shall be developed concurrently with the development of the remaining units in the Project, as may be further defined in Sacramento City Code Section 17.190.030(D). The nature of the concurrency is defined by a series of linkages between approvals of the market rate units and the development of the Inclusionary Units.

**Market Rate Housing/Inclusionary Unit Linkages**

The following describes the relationship of market rate development activity to the Inclusionary Unit development activity. These milestones are outlined to ensure that the development of affordable units occurs concurrent with development of market rate units:

**MARKET RATE HOUSING / INCLUSIONARY HOUSING LINKAGES**

<b>Market Rate Activity</b>	<b>Inclusionary Approval Linkage</b>
Approval of legislative entitlements and project-level applications submitted with Legislative entitlements.	Approval of Inclusionary Housing Plan
Approval of the first final map for the residential subdivision or residential construction phase.	Execution of Inclusionary Housing Agreement by Developer
Issuance of building permits in excess of 65% of single family for sale units in Residential Project.	Issuance of building permits for 100% of the Inclusionary Housing Units.
Issuance of building permits for 100% of the Inclusionary Housing Units.	Release of Inclusionary Housing Regulatory Agreement from all market rate units.

**Amendment and administration of the Inclusionary Housing Plan**

The Planning Director, with the advice of the Executive Director of SHRA, shall administer this Inclusionary Housing Plan. The Planning Director may make minor administrative amendments to the text of this Plan as provided in Sacramento City Code Section 17.190.110.

Michael T. Grehl  
Name (printed)

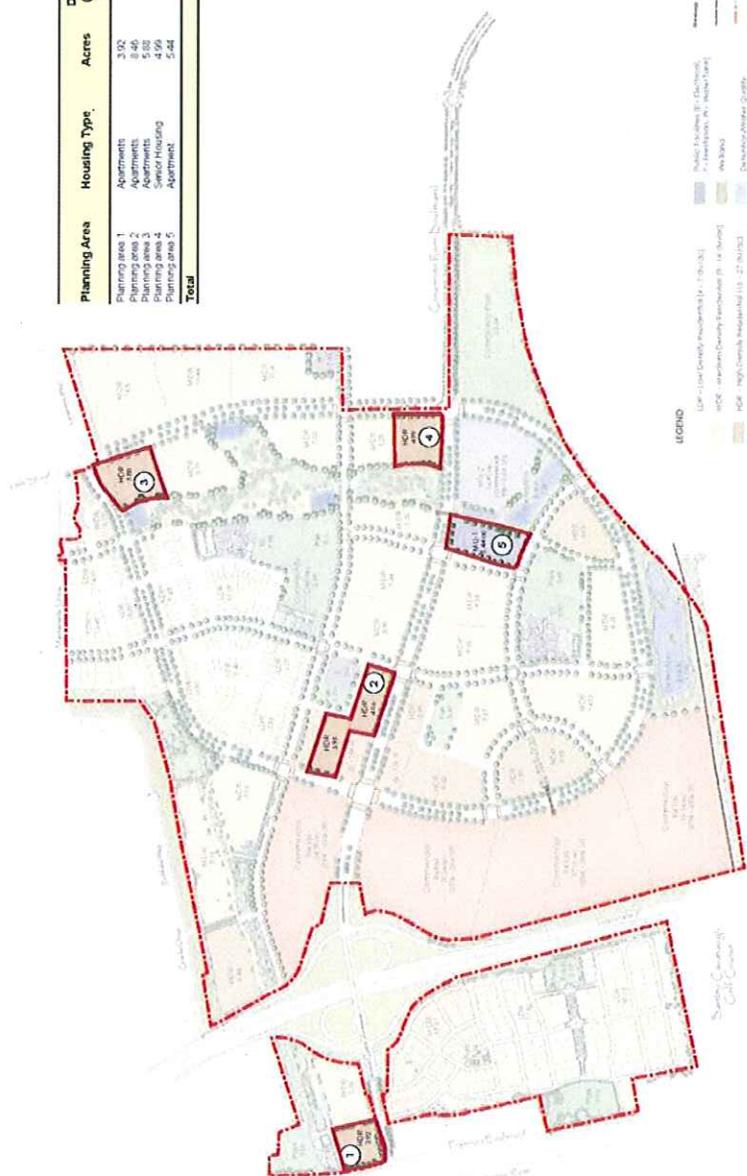
  
Signature

Director  
Title

December 2, 2008  
Date

Exhibit B - Inclusionary Housing Plan Map

Planning Area	Housing Type	Acres	Density (units/acre)	Units
Planning area 1	Apartment	3.03	37	106
Planning area 2	Apartment	8.56	31	269
Planning area 3	Apartment	5.88	31	186
Planning area 4	Senior Housing Apartment	4.99	27	135
Planning area 5	Apartment	5.44	25	136
<b>Total</b>				<b>733</b>



**LEGEND**

- UP - Low Density Residential (R-1) (20 U/S)
- UP - Medium Density Residential (R-2) (30 U/S)
- UP - High Density Residential (R-3) (40 U/S)
- UP - Very High Density Residential (R-4) (50 U/S)
- UP - Special Use (SU) (20 U/S)
- UP - Community Center (CC)
- UP - Public Use (PU)
- UP - Office (O)
- UP - Industrial (I)
- UP - Heavy Industrial (HI)
- UP - Medium Density Residential (R-2) (30 U/S)
- UP - High Density Residential (R-3) (40 U/S)
- UP - Very High Density Residential (R-4) (50 U/S)
- UP - Special Use (SU) (20 U/S)
- UP - Community Center (CC)
- UP - Public Use (PU)
- UP - Office (O)
- UP - Industrial (I)
- UP - Heavy Industrial (HI)



EDAW | AECOM  
COMPLETED 2009

Inclusionary Housing Plan

DELTA SHORES  
CITY OF SACRAMENTO

M&H  
PLANNING & ARCHITECTURE

**Attachment 9 - General Plan Amendment Resolution**

**RESOLUTION NO. 2008-**

Adopted by the Sacramento City Council

**RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP FROM INDUSTRIAL-EMPLOYEE INTENSIVE, COMMUNITY/NEIGHBORHOOD COMMERCIAL, AND OFFICES, REGIONAL COMMERCIAL AND OFFICES, LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, AND PARKS-RECREATION-OPEN SPACE TO REGIONAL COMMERCIAL AND OFFICES, COMMUNITY/NEIGHBORHOOD COMMERCIAL AND OFFICES, RESIDENTIAL MIXED USE, LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, AND PARKS-RECREATION-OPEN SPACE FOR THE DELTA SHORES PUD PROJECT (P06-197)**

**BACKGROUND**

- A. On December 11, 2008, the Planning Commission conducted a public hearing on the Delta Shores Planned Unit Development (PUD) Project in accordance with Government Code Sections 65353 and 65453, received and considered evidence, and forwarded to the City Council the Delta Shores PUD Project with no recommendation; and
- B. On January 13, 2009 the City Council conducted a public hearing in accordance with Government Code Sections 65355 and 65453, for which notice was given pursuant to Sacramento City Code section 17.204.020 (C) and received and considered evidence concerning the Delta Shores PUD Project.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1 Based on the verbal and documentary evidence received at the hearing on the Delta Shores PUD Project, the City Council approves the General Plan Amendment for the Delta Shores PUD.
- Section 2 The 782± acre area described on the attached Exhibit 1 is hereby designated on the City of Sacramento General Plan land use map as 117.17± acres of Regional Commercial and Offices, 16.24± acres of Community/ Neighborhood Commercial and Offices, 15.60± acres of Residential Mixed Use, 378.68± acres of Low Density Residential, 87.80± acres of Medium Density Residential, and 112.64± acres of Parks-Recreation-Open Space

**Table of Contents:**



**Attachment 10 - Community Plan Amendment Resolution**

**RESOLUTION NO. 2008-**

Adopted by the Sacramento City Council

**AMENDING THE AIRPORT/MEADOWVIEW COMMUNITY PLAN LAND USE MAP FROM HIGH TECH INDUSTRIAL, COMMERCIAL, OFFICE, RESIDENTIAL 4-8 DU/NA, RESIDENTIAL 7-15 DU/NA, RESIDENTIAL 11-19, PUBLIC/QUASI-PUBLIC, AND AGRICULTURE/OPEN SPACE TO COMMERCIAL, RESIDENTIAL 4-8 DU/NA, RESIDENTIAL 7-15 DU/NA, RESIDENTIAL 16-29 DU/NA, AND PARKS FOR THE DELTA SHORES PROJECT (P06-197)**

**BACKGROUND**

- A. On December 11, 2008, the Planning Commission conducted a public hearing on the Delta Shores Planned Unit Development (PUD) Project in accordance with Government Code Sections 65353 and 65453, received and considered evidence, and forwarded to the City Council the Delta Shores PUD Project with no recommendation; and
- B. On January 13, 2009, the City Council conducted a public hearing in accordance with Government Code Sections 65355 and 65453, for which notice was given pursuant to Sacramento City Code section 17.204.020(C), and received and considered evidence concerning the Delta Shores PUD Project.

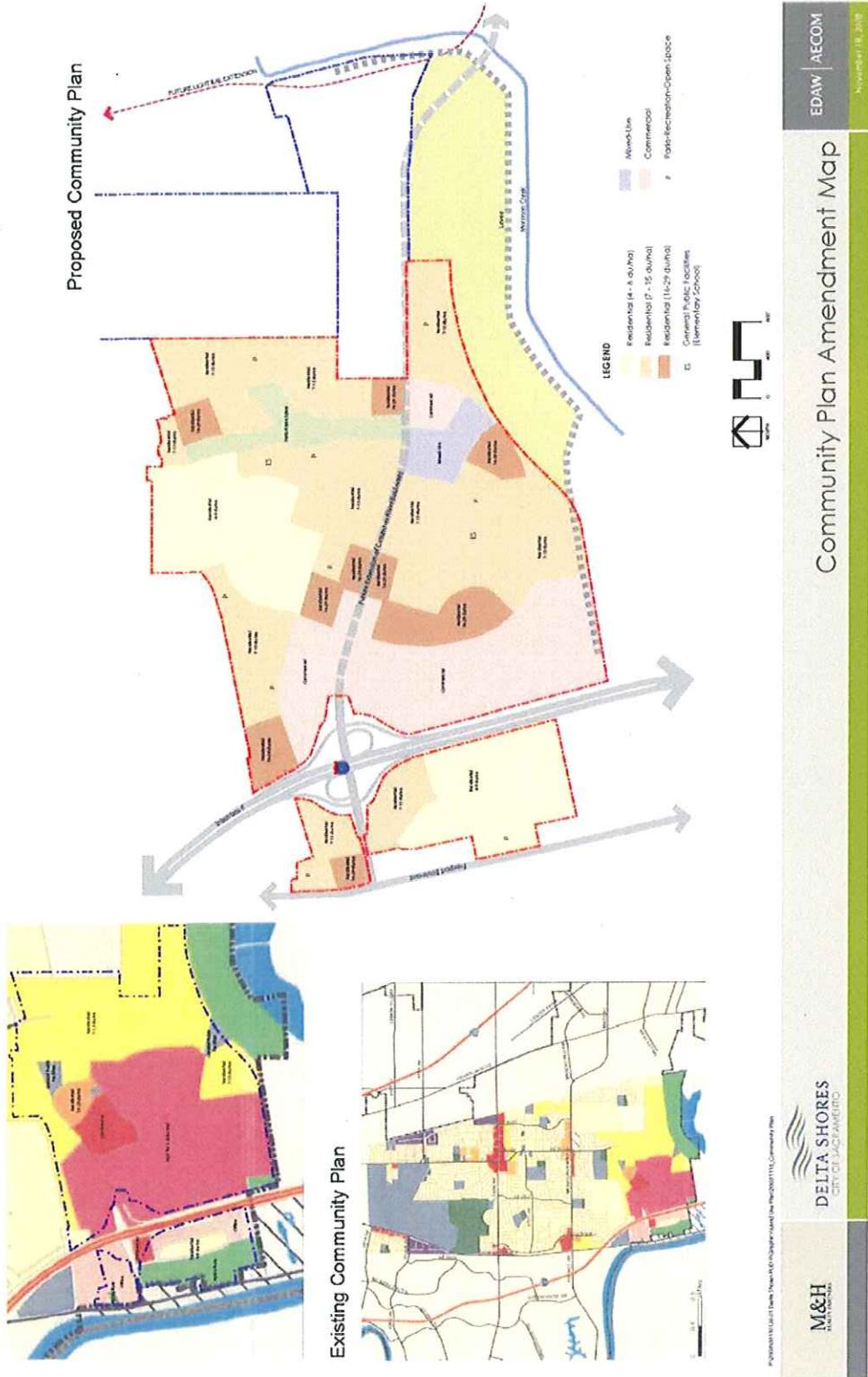
**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1 Based on the verbal and documentary evidence received at the hearing on the Delta Shores PUD Project, the City Council approves the airport/Meadowview Community Plan Amendment for the Delta Shores PUD.
- Section 2 The 782± acre area described on the attached Exhibit is hereby designated on the City of Sacramento Airport/Meadowview Community Plan land use map as 150.5± acres of Commercial, 151.8± acres of Residential 4-8 du/na, 349.1± acres of Residential 7-15 du/na, 87.8± acres of Residential 16-29 du/na, and 23.7± acres of Parks.

**Table of Contents:**

Exhibit A: Airport/Meadowview Community Plan Amendment

Exhibit A: Airport/Meadowview Community Plan Amendment



EDAW | AECOM  
November 16, 2008

Community Plan Amendment Map

DELTA SHORES  
CITY OF JACKSONVILLE

M&H  
MULTIMEDIA

**Attachment 11 - Rezone Ordinance**

**ORDINANCE NO. 2008-**

Adopted by the Sacramento City Council

**AMENDING TITLE 17 OF THE SACRAMENTO CITY CODE (THE ZONING CODE) BY REZONING CERTAIN REAL PROPERTY FROM MANUFACTURING, RESEARCH, AND DEVELOPMENT PUD (MRD-PUD), SHOPPING CENTER PUD (SC-PUD), AND SINGLE FAMILY ALTERNATIVE PUD TO GENERAL COMMERCIAL PUD (C-2-PUD), RESIDENTIAL MIXED USE PUD (RMX-PUD), STANDARD SINGLE FAMILY PUD (R-1-PUD), SINGLE FAMILY ALTERNATIVE PUD (R-1A-PUD), MULTI-FAMILY PUD (R-3-PUD), AND AGRICULTURE-OPEN SPACE-PUD (A-OS-PUD) FOR THE DELTA SHORES PUD (P06-197)**

**BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:**

- Section 1 Title 17 of the Sacramento City Code (the Zoning Code) is amended by rezoning the property shown in the attached Exhibit A, generally described, known, and referred to as Delta Shores (APN: 119-0010-001 - - 015, -026, -034, -053, & -060, 119-0190-024, -025, -026, -028 & -030, 119-0090-005, -011, -013, 053-0010-051, -059, -059, -060, & -061) and consisting of 782± acres *from* Manufacturing, Research, and Development PUD (MRD-PUD), Shopping Center PUD (SC-PUD), and Single Family Alternative PUD *to* General Commercial PUD (C-2-PUD), Residential Mixed Use PUD (RMX-PUD), Standard Single Family PUD (R-1-PUD), Single Family Alternative PUD (R-1A-PUD), Multi-Family PUD (R-3-PUD), and Agriculture-Open Space-PUD (A-OS-PUD)
- Section 2 Rezoning of the property described in the attached Exhibit A by the adoption of this Ordinance shall be deemed to be in compliance with the procedures for the rezoning of property described in the Comprehensive Zoning Ordinance, Title 17 of the City Code, as amended, as said procedures have been affected by recent court decisions.
- Section 3 The City Clerk of the City of Sacramento is hereby directed to amend the official zoning map, which is a part of said Comprehensive Zoning Ordinance, Title 17 of the City Code, to conform to the provisions of this Ordinance.

**Table of Contents**

Exhibit A: Rezone Exhibit



**Attachment 12 - PUD Schematic Plan and Guidelines Amendment**

**RESOLUTION NO. 2008-**

Adopted by the Sacramento City Council

**AMENDING THE DELTA SHORES PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES AND SCHEMATIC PLAN TO DEPICT THE DELTA SHORES PUD DEVELOPMENT (P06-197)**

**BACKGROUND**

- A. On December 11, 2008, the Planning Commission conducted a public hearing on, and forwarded to the City Council the Delta Shores PUD Project with no recommendation; and
- B. On January 13, 2009, the City Council conducted a public hearing, for which notice was given pursuant to Sacramento City Code sections 17.180.050(D), and received and considered evidence concerning the Delta Shores PUD Project.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1 Based on the verbal and documentary evidence received at the hearing on the Delta Shores PUD Project, the City Council approves the Delta Shores Schematic Plan Amendment and Delta Shores Development Guidelines Amendment for the Delta Shores PUD.
- Section 2 The City Council approves the amended Delta Shores PUD Schematic Plan and Development Guidelines based on the following Findings of Fact:
  - 1. The PUD amendment conforms to the General Plan and the Airport Meadowview Community Plan; and
  - 2. The PUD amendments meet the purposes and criteria stated in the City Zoning Ordinance in that the PUD facilitates mixed uses designed to assure that new development is healthy and of long-lasting benefit to the community and the City; and
  - 3. The PUD Amendments 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 the Zoning Ordinance in that the PUD ensures that development be well-designed, and that the residential uses will not create a negative impact on adjacent uses.
- Section 3 The Schematic Plan and Development Guidelines for the Delta Shores

PUD are amended as attached hereto as Exhibit A and Exhibit B, respectively, subject to the following Conditions of Approval:

1. Site access to individual parcels will be determined as part of the Special Permit review process. Good engineering practices will be utilized in the access review. Site access shall be at the discretion of the Department of Transportation
2. All proposed PUD elements within public right-of-way (Street Cross-Sections, Landscaping etc) shall be to City Standards and at the discretion of the Department of Transportation.
3. The applicant shall provide a temporary fire station prior to the issuance of the first Certificate of Occupancy in the regional commercial center. A permanent fire station shall be provided prior to the issuance of the first residential building permit with the exception of the residential units to the west of Interstate 5, and the single family residential lots to the north of Delta Shores Circle North between Master Parcel Map Park Lot P-6 and 24<sup>th</sup> Street. The installation of these stations shall be to the satisfaction of the Fire Department.

Exhibit A: Delta Shores Amended PUD Schematic Land Use Plan  
Exhibit B: Delta Shore PUD Guidelines

