

or participate in any mechanism as is required by CITY to implement such a plan.

**D. Infrastructure Financing Proceedings.**

(1) **LANDOWNER-Initiated Proceedings** In the event that LANDOWNER desires to initiate proceedings for the formation of an assessment district, community facilities district, or other similar form of improvement financing mechanism to fund the construction of Infrastructure required by conditions of approval or otherwise, LANDOWNER shall file an application with CITY for that purpose in accordance with CITY's Assessment District Policy Manual, as same may be amended from time to time, or such other policy document as may after the Effective Date be adopted by the City Council as a substitute therefor CITY agrees to diligently process any such application, provided that such application:

- (a) is complete and is accompanied by payment of CITY fees applicable on the date of filing of the application;
- (b) otherwise complies with the Land Use and Development Regulations and applicable law, as it exists on the date of the application, including but not limited to the Assessment District Policy Manual;
- (c) is consistent with CITY's policies and procedures; (iv) provides for a value to lien ratio and other financial terms that are reasonably acceptable to CITY;
- (d) provides for all funding requirements established by CITY for the purpose of payment of the costs of outside consultants needed, in CITY's sole discretion; and
- (e) provides that the specific consultants (e.g., bond counsel, financial advisors, underwriters, or other consultants as may be necessary under the circumstances) shall be selected by CITY in its sole discretion.

Notwithstanding any other provision of this Agreement, CITY agrees that upon request made by LANDOWNER, CITY will consider making exceptions to the Assessment District Policy Manual, to allow for alternative methods of financing in-tract improvements, including but not limited to formation of assessment districts or similar financing mechanisms, where such alternatives are contemplated by the Panhandle Finance Plan, including any amendments thereto. Provided, however, that CITY reserves its discretion to condition use

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of any such alternatives on satisfaction of performance preconditions (including but not limited to drainage capacity), and to consider underwriting considerations and criteria, together with the manner in which such alternatives further the overall implementation of the Panhandle Finance Plan. Further, CITY may in its reasonable discretion deny any such request upon grounds, including but not limited to consistency of application of its policies and the potential for establishing negative precedent.

- (2) **Proceedings Initiated by CITY.** In the event that pursuant to the Panhandle Finance Plan, CITY in its discretion determines that a particular financing mechanism, including but not limited to an assessment district, a community facilities district, a fee district, a development fees procedure, or any similar mechanism, is required in order to implement the Panhandle Finance Plan, LANDOWNER's participation obligations set forth hereunder (including but not limited to Exhibit C), in the Panhandle Finance Plan, or in any condition of approval, shall apply.
- (3) **Maintenance Districts.** LANDOWNER may, following the procedures specified in subsection 8D(1) above, request that CITY establish one or more maintenance districts for the purpose of financing the maintenance of landscaping or other public improvements, whereunder lands benefitting from the improvements and their maintenance are assessed for a proportionate share of the maintenance cost.

**E. Reimbursement to LANDOWNER**

- (1) **From Financing Proceeds.** Subject to the Panhandle Finance Plan, where LANDOWNER has provided advance funding for public infrastructure required by the Panhandle Finance Plan or has constructed such infrastructure under the direction and control of CITY, LANDOWNER shall be reimbursed for Reimbursable Infrastructure Costs at such time as CITY has established a permanent financing mechanism in the form of an assessment district, community facilities district, or other similar mechanism through which permanent public financing for such improvements is established. Those items qualifying as Reimbursable Infrastructure Costs shall be determined pursuant to CITY policies in existence at the time of establishment of the permanent financing mechanism. CITY agrees to entertain reasonable requests from LANDOWNER for exceptions to such policies; provided, however, that CITY may, in its reasonable discretion, deny any such request upon grounds, including but not limited to consistency of application of its policies and the potential for establishing negative precedent. Nothing in this Agreement shall authorize reimbursement of any cost which, in the opinion of CITY's bond

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counsel, is not permissible for purposes of establishing or retaining tax free status of any bonds issued, or contemplated to be issued by CITY.

- (2) **Reimbursement From Others Benefitted.** In any case where CITY requires or permits LANDOWNER to plan, design, construct, or fund the planning, design or construction of improvements required for development by the Panhandle Finance Plan, in excess of or beyond those required for development of the Property, or, where required by the Panhandle Finance Plan, to make dedications, provide mitigation or incur costs in connection with public improvements or the planning of the North Natomas area in excess of or beyond those required for development of the Property, and the provisions of the preceding subsection do not apply, CITY shall utilize its best efforts to require that all other Persons benefitted by the improvements shall reimburse (through fee districts, agreements, conditions of approval, or otherwise) LANDOWNER for such Person's proportionate share of such costs as determined in accordance with the Panhandle Finance Plan, or by CITY. For purposes of this Agreement, the term "in excess of or beyond those required for development of the Property" shall mean requirements which exceed LANDOWNER's fair proportionate share, as determined in accordance with the provisions of the Panhandle Finance Plan and any associated documents or studies.

Such reimbursement shall be subject to the limitations specified in the preceding paragraph (including those provisions relating to consideration by CITY of exceptions to its policies), relating to CITY policy and Reimbursable Infrastructure Costs. Reimbursement shall be limited to that amount which exceeds LANDOWNER's appropriate share of the cost, determined in accordance with principles established in the Panhandle Finance Plan, and any associated documents or studies.

- (3) **Reimbursement of Planning, Engineering and Staff Costs.** In accordance with the provisions of the Panhandle Finance Plan, and as soon as feasible following City Council adoption of the said Plan, CITY shall enact a fee ordinance which imposes a fee upon the Panhandle Finance Plan area of the NNCP area landowners, including LANDOWNER, to pay the planning, engineering, staff and related costs (including but not limited to CITY staff and related costs), as specified in the Panhandle Finance Plan, and which relate to development of the NNCP, the Finance Plan, the general form of the Development Agreement, the Comprehensive Drainage Plan, and all related documents. The fee shall be spread across lands within the NNCP area in the same fashion as the public facilities fees. Credits shall be given to those landowners who have paid some or all of their share of the said costs, for the

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amounts so paid. The fee shall be payable prior to issuance of the first discretionary entitlement for the land as to which an application has been filed with CITY.

**9. LANDOWNER Obligations**

**A. Transfer of Land to CITY.** As set forth elsewhere in this Agreement, LANDOWNER has agreed to transfer lands needed for Infrastructure or public facilities to CITY, or to such other public agency as is appropriate, pursuant to the provisions of the PLAP. Set forth in Exhibit H, attached hereto and incorporated herein by this reference, is a map depicting the currently contemplated approximate location and amount of land which LANDOWNER will be required to transfer to CITY, together with a categorical listing of the types of Infrastructure and public facilities which are covered by the terms of this subsection. LANDOWNER shall transfer the said required lands to CITY, utilizing the Irrevocable Offer of Dedication form set forth in Exhibit G, attached hereto and incorporated herein by this reference, at such time as is:

- (1) required pursuant to a condition or term of any entitlement for use or development of the Property; or
- (2) requested by CITY, where LANDOWNER has not applied for an entitlement for use or development of the Property, but the land is needed, in CITY's sole discretion, for purposes of construction of Infrastructure or public facilities

In the event that, at the time of the required transfer to CITY, the location of, or the quantity of land required for the Infrastructure or public facilities has changed from that depicted on Exhibit H, to such a significant degree or extent that the location or quantity is inconsistent with both the NNCP as it exists on the effective date of this Agreement, and the Panhandle Finance Plan, the parties shall meet and negotiate, and in good faith endeavor to reach agreement on any amendments to this Agreement needed to allow development of the Property in a reasonable manner, taking into account the changes in Infrastructure and public facilities. If agreement is reached between the parties, the procedures specified herein and in the Procedural Ordinance shall apply to amendments to this Agreement. If agreement is not reached, either party shall have the right to terminate this Agreement by providing the other party sixty (60) days notice.

**B. Development Timing** LANDOWNER shall have no obligation to initiate or commence development of any particular phase of the Property within any period of time.

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10. Litigation/Indemnification.

A. Challenge to Agreement or Entitlements

- (1) In the event of any action instituted by a third party challenging the validity of any portion of this Agreement, including but not limited to, the proceedings taken for its approval (including the requirements of the California Environmental Quality Act – "CEQA") or any other act undertaken by the parties hereto in furtherance of this Agreement or its terms, or any action instituted by a third party challenging the validity of any of the entitlements specified herein (including CEQA challenges), the parties agree to cooperate in the defense of the action. In all such litigation brought to contest the validity of this Agreement or such entitlements, the following shall apply:
  - (a) City may, in its sole discretion, either defend such litigation or tender its defense to LANDOWNER.
  - (b) In the event that CITY determines to defend the action itself, LANDOWNER shall be entitled, subject to court approval, to join in or intervene in the action on its own behalf, or to advocate in favor of validity of this Agreement or any challenged entitlement. In such a case, each party shall bear its own attorney fees and costs.
  - (c) In the event that CITY determines to tender the defense of the action to LANDOWNER, LANDOWNER shall defend the action on its behalf and on behalf of CITY, and shall bear all attorney fees and costs associated with such defense from and after the date of the tender. Provided, however, that CITY may at any time after the tender elect to assume representation of itself; in that event, from and after the date CITY gives notice of its election to do so, CITY shall be responsible for its own attorney fees and costs incurred thereafter.
- (2) If, in such litigation, a final judgment or other final order is issued by the court which has the effect of invalidating or rendering ineffective, in whole or in part, any provision of this Agreement or the Agreement itself, or any entitlement issued during the term of this Agreement and pursuant to its terms, the following shall apply:
  - (a) if the judgment or order includes a provision for attorney fees and/or costs of the successful party or parties, LANDOWNER shall pay the entire cost thereof, without right of offset, contribution or indemnity from CITY, irrespective of anything to the contrary in the judgment or order. Provided,

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however, that if the litigation relates entirely, solely and exclusively to a challenge to the NNCP in general, or to the Panhandle Finance Plan in general, separate and apart from this Agreement or any entitlement relating to the Property, and if LANDOWNER is named or becomes a party in such litigation, LANDOWNER and CITY shall bear the cost of the successful party's attorney fees and/or costs in the manner specified in the court's judgment

- (b) CITY and LANDOWNER shall meet and endeavor, in good faith, to attempt to reach agreement on any amendments needed to allow development of the Property to proceed in a reasonable manner, taking into account the terms and conditions of the court's judgment or order. If agreement is reached, the procedures for amending this Agreement as specified herein, and in the Procedural Ordinance, shall apply. If agreement is not reached, either party shall have the right to terminate this Agreement by giving the other party sixty days' notice of termination.
- (c) In the event that amendment is not required, and the court's judgment or order requires CITY to engage in other or further proceedings, CITY agrees to comply with the terms of the judgment or order expeditiously

**B. Indemnification** LANDOWNER agrees to defend and indemnify CITY, its elective and appointive boards, commissions, officers, agents and employees against any liability for damage or claims for damage for personal injury, including death, or property damage, arising out of or relating in any way to actions or activities to develop the Property, undertaken by LANDOWNER or LANDOWNER's contractors, subcontractors, agents or employees.

**11. Effect of Subsequent Laws**

**A. Laws of Other Agencies**

- (1) If any public agency, other than CITY, adopts any new law, regulation, ordinance or imposes any new condition (herein referred to collectively as "the New Law") after the date of this Agreement, which prevents or precludes either the CITY or LANDOWNER, or both, from complying with one or more provisions of this Agreement, then immediately following the enactment of the New Law the parties shall meet and confer in good faith to determine whether the New Law applies to the Property, and whether suitable amendments to this Agreement can be made, in order to maintain LANDOWNER's right to develop the Property in a reasonable manner pursuant to Exhibit B.

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- (2) In the event that the parties, after having engaged in good faith negotiations, are unable to agree on such amendments, the parties shall consider whether suspension of the term of this Agreement is appropriate, and if so, what the terms and conditions of any such suspension should be. In the event that the parties, after having engaged in good faith negotiations are unable to agree on the suspension issues, either party shall have the right to terminate this Agreement by giving the other party sixty (60) days' written notice of termination.
- (3) LANDOWNER or CITY shall have the right to institute litigation relating to the New Law, and raise any issues relating to its validity. If such litigation is filed, this Agreement shall remain in full force and effect until final judgment is issued. Provided, however, that if any action that CITY would take in furtherance of this Agreement would be rendered invalid, facially or otherwise, by the New Law, CITY shall not be required to undertake such action until the litigation is resolved, or the New Law is otherwise determined invalid, inapplicable, or is repealed. In the event that such judgment invalidates the New Law, or determines that it does not affect the validity of this Agreement, this Agreement shall remain in full force and effect, and its term shall be extended by the amount of time between the effective date of the New Law, and the effective date of the judgment. In the event that such judgment determines that the validity of this Agreement is, directly or indirectly affected by the New Law, the provisions of subsections 11A(1) and 11A(2) above shall apply.

**B. Laws Passed by CITY.** Subject to the provisions of section 5 of this Agreement, neither the CITY nor any CITY Agency shall enact any initiative, ordinance, policy, resolution, general plan amendment or other measure that relates to the density or intensity of development on the Property, or the rate, timing or sequencing of the development or the construction on the Property on all or any part thereof, or that is otherwise in conflict, either directly or indirectly, with this Agreement.

**12. Enforced Delay; Extension of Times of Performance.** In addition to other specific provisions of this Agreement, performance by either party hereunder shall not be deemed in default where delay or inability to perform is due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, enactment of conflicting state or federal laws or regulations, new or supplementary environmental laws or regulations, litigation instituted by third parties challenging the validity of this Agreement or any of the vested entitlements described in section 5 of this Agreement. Upon request of either party to the other, a written extension of time for such cause shall be granted for the period of the enforced delay, or longer as may be mutually agreed upon.

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**13. Legal Actions; Applicable Law; Attorney's Fees.**

- A. Legal Actions.** In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default by any other party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder. Notwithstanding any other provision of law, or of this Agreement, in no event shall LANDOWNER or CITY, its officers, agents or employees be liable in damages for any breach, default or violation of this Agreement, it being specifically understood and agreed that the parties' sole legal remedy for a breach, default or violation of this Agreement shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.
- B. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. LANDOWNER agrees and acknowledges that CITY has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of CITY.
- C. Attorney Fees.** In any arbitration, quasi-judicial, administrative or judicial proceeding (including appeals), brought by either party hereto to enforce or interpret any covenant or any of such party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing party shall be entitled to reasonable attorneys' fees and all costs, expenses and disbursements in connection with such action, including the costs of reasonable investigation, preparation and professional or expert consultation, which sums may be included in any judgment or decree entered in such action in favor of the prevailing party. For purposes of this section, and any other portion of this Agreement relating to attorney fees, reasonable attorneys fees of the City Attorney's Office shall be based on comparable fees of private attorneys practicing in Sacramento County.

**14. Amendment of Agreement.** This Agreement may be amended from time to time only by the mutual written consent of the parties, in accordance with the provisions of Government Code sections 65867 and 65868. In addition, all of the provisions of the Procedural Ordinance relating to the need for amendment, and the manner thereof, shall apply. Upon request of a party, this Agreement 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 5B 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,

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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

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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.
- 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

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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 Panhandle Financing Plan or any of the measures implementing said plan, and shall have the effect as set forth in section 18C.

- 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

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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 continue after the termination of this Agreement, including but not limited to those specified in sections 6 and 10 and subsection 13C.

19. **No Joint Venture, Partnership, or Other Relationship.** Nothing contained in this Agreement or in any other document executed in connection with this Agreement shall be construed as creating a joint venture or partnership between CITY and LANDOWNER. No relationship exists as between LANDOWNER and CITY other than that of a governmental entity regulating the development of private property, and the owners of such private property.

20. **Notices.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the CITY and LANDOWNER or LANDOWNER's assigns and successors, 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 as indicated below:

Notice to the CITY: City of Sacramento  
915 I Street  
Sacramento, California, 95814  
ATTN: City Manager

Notice to the LANDOWNER: Marie Krumenacher Trust  
6301 E. Levee Road  
Rio Linda, CA 95673  
Attn: Marie Krumenacher

Alice Krumenacher Trust  
6301 E. Levee Road  
Rio Linda, CA 95673  
Attn: Alice Krumenacher

Vaquero Land Holdings, LLC  
4855 Ketchum Court  
Granite Bay, CA 95746

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with copies to:  
Law Offices of George E. Phillips  
2306 Garfield Avenue  
Carmichael, CA 95608

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 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

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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.

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

- 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.
- 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

Panhandle Development Agreement - Vequero Land Holdings, et al  
05/24/07

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FOR CITY CLERK USE ONLY

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

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

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

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 Panhandle 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 I, 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 subsection 10B 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.

[Remainder of this page intentionally left blank]

FOR CITY CLERK USE ONLY

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

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

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

35. **City Attorney Costs** Landowner shall pay to the City of Sacramento the sum of \$5,000 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 OF SACRAMENTO**

**ATTEST:**

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

\_\_\_\_\_  
City Clerk

**APPROVED FOR LEGAL FORM:**

\_\_\_\_\_  
Lawrence J. Duran  
Senior Deputy City Attorney

**Marie Krumenacher Trust**

By: \_\_\_\_\_  
Name: Marie Krumenacher  
Title: Trustee of the Marie Krumenacher Trust  
Dated August 27, 2004

**Alice Krumenacher Trust**

By: \_\_\_\_\_  
Name: Alice Krumenacher  
Title: Trustee of the Alice Krumenacher Trust  
Dated February 18, 2005

**Vaquero Land Holdings, LLC**

By: \_\_\_\_\_  
Name: Jeff Jones  
Title: Member

**FOR CITY CLERK USE ONLY**

CITY AGREEMENT NO \_\_\_\_\_ ORDINANCE NO \_\_\_\_\_  
DATE ADOPTED: \_\_\_\_\_

(ATTACH APPROPRIATE ACKNOWLEDGMENT)

Panhandle Development Agreement - Vaquero Land Holdings, et al  
05/24/07

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FOR CITY CLERK USE ONLY

CITY AGREEMENT NO \_\_\_\_\_ ORDINANCE NO \_\_\_\_\_  
DATE ADOPTED: \_\_\_\_\_

**EXECUTION PAGE FOR LENDER**

[Name + nature of entity] (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 [date] and recorded on [date], 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**

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

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

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

35. **City Attorney Costs** Landowner shall pay to the City of Sacramento the sum of \$5,000.00 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 OF SACRAMENTO**

**ATTEST:**

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

\_\_\_\_\_  
City Clerk

**APPROVED FOR LEGAL FORM:**

\_\_\_\_\_  
Lawrence J. Duran  
Senior Deputy City Attorney

**Dunmore Land Company, LLC,  
a Delaware Limited Liability Company**

**J. Rise Richter Trust  
Dated March 9, 1994**

By: \_\_\_\_\_  
Name: Sidney B. Dunmore  
Title: Manager

By: \_\_\_\_\_  
Name: J. Rise Richter  
Title: Trustee

**BD Properties, LLC,  
a California Limited Liability Company**

**The Richter-Kazer 1993 Irrevocable  
Trust**

By: \_\_\_\_\_  
Name: Orin Bennett  
Title: Managing Member

By: \_\_\_\_\_  
Name: Jill A. Richter  
Title: Trustee

**Tasso Peter Cononelos**

By: \_\_\_\_\_  
Name: Robert C. Kazer  
Title: Trustee

By: \_\_\_\_\_  
Name: Tasso Peter Cononelos

**FOR CITY CLERK USE ONLY**

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

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

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

(ATTACH APPROPRIATE ACKNOWLEDGMENT)

Panhandle Development Agreement - Dunmore Land Company, et al  
05/24/07

FOR CITY CLERK USE ONLY

CITY AGREEMENT NO \_\_\_\_\_ ORDINANCE NO \_\_\_\_\_  
DATE ADOPTED: \_\_\_\_\_

**EXECUTION PAGE FOR LENDER**

[Name + nature of entity] (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 [date] and recorded on [date], 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 \_\_\_\_\_ ORDINANCE NO \_\_\_\_\_  
DATE ADOPTED: \_\_\_\_\_

**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.

**EXHIBIT B**

**LANDOWNER'S DEVELOPMENT PLAN**

SEE ATTACHED

## 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. The Natomas Basin Habitat Conservation Plan Fee is payable by Landowner at the time of and as a condition of issuance of a grading or building permit. The dollar amount of such fee shall be the per-acre fee in effect at the time the grading or building permit is issued for the Property. In addition to the payment of that sum, Landowner shall be subject to the provisions of any "catch-up fee" ordinance, resolution, rule or regulation in effect at the time of issuance of the grading or building permit. The requirement specified in this subsection 2b shall be included in each entitlement issued with respect to the Property. Landowner understands and agrees that the provisions of Government Code sections 66000 through 66025, as those sections are amended, renumbered or reconstituted, shall not apply to the fees covered by this subsection 2b.
- 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
  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 Panhandle 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 subsection 6D of this Agreement shall apply in such a case.
- D **Inclusionary Housing Requirements.** CITY has enacted a mixed income housing policy ("Policy"), as set forth in title 17, chapter 17.190 of the Sacramento City Code. If and to the extent that the Property is subject to the Policy, certain project entitlements for the Property will contain conditions which implement the Policy, including but not limited to conditions requiring an inclusionary housing plan ("IHP") and an inclusionary housing agreement ("IHA"). The IHP for the property, where the Policy is applicable, is attached to this Exhibit C as **Exhibit C-1**, and incorporated herein by this reference. The requirements specified in the IHP shall be implemented by LANDOWNER, and LANDOWNER shall execute the required IHP.
- E **Public Agency radio and Microwave Communications System.** Notwithstanding LANDOWNER's Vested Rights and anything contained herein to the contrary, CITY may deny or condition an application for a Building Permit or imposition of a height restriction as a condition of approval of a tentative map or design review, even though that development application would otherwise be permitted under the Land Use and Development Regulations, in order to avoid interference with the radio and microwave communications systems operated by the Sacramento Regional Radio Communications Systems (SRRCS), the Automated Local Evaluation in Real Time (ALERT) system and the State of California Public Safety Microwave Network. In addition, Building Permits may be conditioned on compliance with the provisions contained in Exhibit "I", Public Safety Radio Communication Requirements for Buildings.

These systems are emergency and weather communication facilities that serve federal, state, county, CITY and other Public Agencies and are used to protect the public health, safety and welfare. These systems are in existence as of the Effective Date, the systems' radio and microwaves cross the Property, and the operations of one or more of these systems could experience interference if the Project is developed as permitted under the Land Use and Development Regulations. In addition, any other radio or microwave communications systems that may be

installed by one or more of the foregoing agencies after the Effective Date may be similarly protected by the CITY from interference from Development of the Project by denying or conditioning any Subsequent Approvals

### 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 Panhandle Finance Plan has been secured;
    - c. The extent to which LANDOWNER has complied with the provisions of the PLAP.
    - d. The extent to which LANDOWNER has complied with the provisions of the Policy
  2. The Panhandle 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 PLAP 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 IIA, IIB, and IIC 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 \_\_\_\_\_, 200\_\_, 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:

**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.

4. At the request of the City, ASSIGNEE agrees to enter into a separate development agreement with respect to the Assigned Parcel(s).
5. 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.
6. 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 Panhandle 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

**EXHIBIT E**  
**PANHANDLE LAND**  
**ACQUISITION PROGRAM**  
**(PLAP)**

SEE ATTACHED

## 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 PLAP) 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, annexation into, 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, or participation in, 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 Panhandle 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 Panhandle Finance Plan, or which information or opinions relate to the question of consistency of the financing mechanism with the Panhandle Finance Plan. If a financing mechanism is proposed for adoption by CITY, which mechanism directly and significantly conflicts with the language and the intent of the Panhandle Finance Plan, as it may be amended from time to time, 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 Panhandle Finance Plan:

- (1) Waives, and hereby grants advance consent to the formation of, or annexation into, 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 PLAP). Such financing mechanisms include but are not limited to the following existing Community Facilities Districts: CFD No 99-01 TMA (Transit), CFD No. 97-01 (Drainage), CFD No. 3 (Parks Maintenance), CFD No 99-02 (Landscape Maintenance), CFD No 2002-02 (Parks Maintenance), and the Citywide Lighting and Landscape District; and a new Panhandle Parks Maintenance CFD that will be formed to cover maintenance costs for Quimby dedications in excess of those covered by CFD No 2002-02. 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 PLAP). 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.

(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 Panhandle 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.

b

**EXHIBIT G**

**IRREVOCABLE OFFER OF DEDICATION FORM**

SEE ATTACHED

**EXHIBIT H**

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

SEE ATTACHED

## EXHIBIT I

### PUBLIC AGENCY RADIO AND MICROWAVE COMMUNICATION SYSTEM

The following requirements may be imposed at the time of application for a Building Permit

- A. **General** Except as otherwise provided, no person shall erect, construct, change the use of or provide an addition of more than 20% to, any building or structure or any part thereof, or cause the same to be done, that fails to support adequate radio coverage for the Sacramento Regional Radio Communications System (SRRCS), including but not limited to firefighters and police officers. For purposes of this section, adequate radio coverage shall include all of the following: (1) a minimum signal strength of -95 dBm available in 90% of the area of each floor of the building when transmitted from the closest Sacramento Regional Radio Communications System site; (2) a minimum signal strength of -95 dBm received at the closest Sacramento Regional Radio Communications System site when transmitted from 90% of the area of each floor of the building; (3) the frequency range that must be supported shall be the current band of frequencies used by either the City or County sub-systems; and (4) a 100% reliability factor. When measuring the performance of a bi-directional amplifier, signal strength measurements are based on one input signal adequate to obtain a maximum continuous operating output level.
- B. **Amplification Systems Allowed.** Buildings and structures that cannot support the required level of radio coverage shall be equipped with either a radiating cable system or an internal multiple antenna system with FCC type accepted bi-directional amplifiers as needed. If any part of the installed system or systems contains an electrically powered component, the system shall be capable of operating on an independent battery and/or generator system for a period of at least 12 hours without external power input. The battery system shall automatically charge in the presence of an external power input. If used, bi-directional amplifiers shall include filters to reduce adjacent frequency interference. These filters shall be tuned so that they will be 35 db below the SRRCS frequencies.
- C. **Testing Procedures.**
1. **Acceptance Test Procedure.** When an in-building radio system is required, and upon completion of installation, it will be the building owner's responsibility to have the radio system tested to ensure that two-way coverage on each floor of the building is a minimum of 90%. Each floor of the building shall be divided into a grid of approximately 20 equal areas. A maximum of two non-adjacent areas will be allowed to fail the test. In the event that three of the areas fail the test, in order to be more statistically accurate, the floor may be divided into 40 equal areas. In that event, a maximum of four non-adjacent areas will be allowed to fail the test. After the 40 area test, if the system continues to fail, the building owner shall have

the system altered to meet a 90% coverage requirement. The test shall be conducted using a Motorola MTS2000, XTS2500, XTS5000 or equivalent portable radio, talking through the Sacramento Regional Radio Communications System as specified by the authority having jurisdiction. A spot located approximately in the center of a grid area will be selected for the test, then the radio will be keyed to verify two-way communications to and from the outside of the building through the SRRCS. Once the spot has been selected, prospecting for a better spot within the grid area will not be permitted. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified each year during the annual tests. In the event that the measurement results become lost, the building owner will be required to rerun the acceptance test to re-establish the gain values.

As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to insure that spurious oscillations are not being generated by the subject bi-directional amplifier (BDA) due to coupling (lack of sufficient isolation) between the input and output systems. This test will be conducted at time of installation and subsequent annual inspections.

2. Annual Tests. When an in-building radio system is required, the building owner shall test all active components of the system, including but not limited to amplifiers, power supplies and backup batteries, a minimum of once every 12 months. Amplifiers shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance. Backup batteries and power supplies shall be tested under load for a period of one hour to verify that they will properly operate during an actual power outage. If within the one hour test period, in the opinion of the testing technician, the battery exhibits symptoms of failure; the test shall be extended for additional one hour periods until the testing technician confirms the integrity of the battery. All other active components shall be checked to determine that they are operating within the manufacturer's specifications for the intended purpose.
3. Five-Year Tests. In addition to the annual test, the building owner shall perform a radio coverage test a minimum of once every five years to ensure that the radio system continues to meet the requirements of the original acceptance test. The procedure set forth above shall apply to these tests.
4. Qualifications of Testing Personnel. All tests shall be conducted, documented and signed by a person in possession of a current FCC license, or a current technician certification (minimum Associate level) issued by the Electronics Technicians Association. All original test records shall be retained on the inspected premises by the building owner and copies of the records shall be submitted to the Sacramento Fire Department via the "Self-Help Inspection Process".
5. Field Testing: Police and Fire personnel, after providing reasonable notice to the owner or his representative, shall have the right to enter onto the property to

conduct field-testing to be certain that the required level of radio coverage is present.

- D. **Permits:** A permit fee of \$100.00 shall be submitted to the Sacramento Fire Department along with copies of all test records
- E. **Implementation:** Although not a condition of occupancy, the building shall be in compliance of this ordinance within 90 days of occupancy
- F. **Penalties:** Pursuant to section 8.04.080 of the Sacramento City Code, a violation of this ordinance is a misdemeanor criminal offense and a civil penalty up to \$25,000.00 per day (for each and every day that the violation exists) can be imposed.
- G. **Exemptions:** The requirements of this Exhibit I shall not apply to buildings less than 5,000 square feet or buildings zoned for Residential 1& 2 Family Units
- H. **Required Path Availability of SRRCS Microwave System & Mitigation Issues:**

The SRRCS Microwave System is designed for a minimum of 99.999% availability which takes into consideration existing structures along the microwave system transmission path, obstruction from natural terrain, and environmental factors.

If the City determines that mitigation efforts are required, prior to the issuance of final permits or occupancy of the building, the building owner shall mitigate the new building or structure's blockage or obstruction of the SRRCS Microwave System paths so as to restore a minimum of 99.999% system availability by either (1) providing a new microwave relay site/equipment at another site; (2) relocating existing microwave relay/site equipment or (3) pay an impact fee to be determined by the City to cover any work required to restore the SRRCS Microwave System's availability. Prior to commencing any mitigation work, the building owner shall submit a detailed mitigation plan to the City for approval.

ATTACHMENT 12 - FINANCE PLAN RESOLUTION

**RESOLUTION NO.**

Adopted by the Sacramento City Council

**A RESOLUTION ADOPTING THE PANHANDLE  
FINANCING PLAN (M05-031 / P05-077)**

**BACKGROUND**

- A. On May 3, 1994, the City Council approved and adopted the North Natomas Community Plan by Resolution No. 94-259;
- B. On August 9, 1994, the City Council approved and adopted the North Natomas Finance Plan ("NNFP") by Resolution No. 94.495. The Financing Plan set forth the methods by which infrastructure required by the North Natomas Community Plan will be funded.
- C. On June 11, 2002, the City Council approved and adopted the North Natomas Nexus Study and Financing Plan 2002 Update by Resolution 2002-373.
- D. A working group consisting of City staff, North Natomas landowners, and various consultants and interested parties, has reviewed drafts of the Panhandle Finance Plan and the proposed new fees.

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

Section 1. The City Council hereby finds as follows:

- (a) The recitals set forth above are true and correct and are incorporated herein by reference as findings.
- (b) The Panhandle Financing Plan sets forth a rational, fair and equitable method by which the cost of necessary public infrastructure in the Panhandle is to be allocated to the various land uses.
- (c) The Panhandle Finance Plan properly and reasonably allocates the burden of financing Panhandle public infrastructure among development projects within the Panhandle area. The burden is allocated in a manner that achieves proper proportionality in light of those impacts that may reasonable be anticipated from those projects.

- (d) The Panhandle Finance Plan: (i) properly and reasonably identifies the purpose of the revised fees and their intended use; (ii) establishes a reasonable relationship between the fee and the development on which the fee is imposed; (iii) establishes a reasonable and rational relationship between the need for the public infrastructure and the type of development activity on which the fee is imposed; and (iv) forms the basis for the further finding that the imposition of the revised fees described therein is necessary in order to protect the public health, safety and welfare within the Panhandle Finance Plan area and the City.
- (e) The Panhandle Finance Plan may be revised over time under future circumstances in order to achieve the purposes and policies of the North Natomas Community Plan.
- (f) The findings, conclusions, and methodologies set forth in the Panhandle Financing Plan are consistent with the North Natomas Community Plan and the North Natomas Finance Plan.

Section 2. The Panhandle Finance Plan, and other supporting data referred to in the Panhandle Finance Plan integral to the conclusions reached therein, are hereby approved and adopted. A copy of the Panhandle Finance Plan shall remain on file with the City Clerk.

Section 3. The Panhandle Finance Plan, the document which specifies the infrastructure needed and cost estimates on which development within the Panhandle area is based, is hereby approved and adopted.

**Table of Contents:**

Exhibit A Panhandle Finance Plan

Exhibit A - Panhandle Finance Plan

ATTACHMENT 13 – INCLUSIONARY HOUSING PLAN RESOLUTION (VAQUERO)

**RESOLUTION NO. 2007-XXXX**  
Adopted by the Sacramento City Council  
**Date**

**RESOLUTION ADOPTING AN INCLUSIONARY HOUSING PLAN FOR THE PANHANDLE PROJECT (NORTH - VAQUERO) FOR PROPERTY LOCATED IN NORTH NATOMAS, SOUTHWEST OF THE INTERSECTION OF ELKHORN BOULEVARD AND EAST LEVEE ROAD, SACRAMENTO, CALIFORNIA.**

(P05-077) (APN: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022)

**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 development project be affordable to very low income households and five percent to low income households;
- B. The City Council conducted a public hearing on \_\_\_\_\_, 2007 concerning the above Inclusionary Housing Plan and based on documentary and oral evidence submitted at the public hearing, the Council hereby finds:
  - 1. 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 the Panhandle project (North - Vaquero), attached hereto as Exhibit A.

**Table of Contents.**

Exhibit A: Inclusionary Housing Plan – 8 Pages

**EXHIBIT A – INCLUSIONARY HOUSING PLAN****Inclusionary Housing Plan  
Panhandle – North Tentative Map  
Vaquero Land Holdings, LLC  
May 1, 2007****Proposed Project**

Vaquero Land Holdings, LLC has the right to acquire and is the developer ("Developer") of that certain real property in the City of Sacramento (upon annexation) in which the Developer proposes to develop and construct the Panhandle – North Tentative Map ("Development Project") within the larger Panhandle Planned Unit Development (PUD). The Panhandle PUD Schematic Plan is shown in Exhibit A and the Panhandle North tentative map is shown on Exhibit B.

The 137± acre (gross) Development Project is located south of Elkhorn Boulevard, and west of East Levee Road in the North Natomas Community. The Development Project consists of 753 dwelling units in a mix of attached and detached residential unit types (the "Residential Project"), three park sites and an open space parkway, as shown on Exhibit A

**Mixed Income Housing Policy**

The Development Project site is located in a new growth area and the Development Project is subject to the City's Mixed Income Housing Policy. The Mixed Income Housing Policy adopted in the City of Sacramento Housing Element and required by the City's Mixed Income Housing Ordinance, City of Sacramento City Code Chapter 17.190 requires that ten percent (10%) of the total units in a Residential Project be affordable to very low income households and five percent (5%) for low income households (the "Inclusionary Requirement" and "Inclusionary Units"). The Developer proposes that this inclusionary obligation be met on-site.

Pursuant to the City Code Section 17.190.110 (B), an Inclusionary Housing Plan ("Plan") must be approved prior to or concurrent with the entitlements for the Project. City Code Section 17.190.110 (A) 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 the Developer and the Sacramento Housing and Redevelopment Agency ("SHRA") and recorded

against all the residential lots in the Development Project. The Inclusionary Housing Agreement shall be executed and recorded no later than the approval of the large lot final map for the subdivision or construction phase, or, in the case of an amendment, immediately upon execution by SHRA and Developer. The Inclusionary Housing Agreement will describe with particularity the site and building schematics and financial arrangements for the construction and financing of the Inclusionary Units, pursuant to Section 17.190.110(C). The Inclusionary Housing Agreement shall be consistent with this Plan

**Residential Numbers**

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 Residential Project, respectively.

Based on the current Development Project proposal of 753 residential units in the Residential Project, the Inclusionary Requirement for the Project is 113 units consisting of 75 units for Very Low Income (10%) and 38 units for Low Income (5%).

Total Number of Units within the Project	753
Very Low Income Units (10% of units)	75
Low Income Units (5% of units)	38
Total Number of Inclusionary Units	113

If the Development Project approvals or entitlements are amended to increase or decrease the number of units in the Project, this Plan will be amended to reflect a number equal to ten percent (10%) of the new 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 in the Development Project.

**Units by Type and Tenure**

The Inclusionary Units, consisting of 75 Very Low Income units and 38 Low Income units will be constructed on-site and will consist of rental multi-family units located on Parcel 1 as follows:

**Table 1  
Distribution of Inclusionary Units**

Planning Area	Housing Type	Total Units in Planning Area	Very Low Income Units	Low Income Units	Unit Distribution	Unit Type
1	Family Apartments	120	75	38	0% to 30%	1 Bedroom
					30% to 70%	2 Bedroom
					20% to 40%	3 Bedroom
Total			75	38		

**Location of Inclusionary Units within Development Project**

Inclusionary Units shall be located within the Development Project on a 5.5-acre parcel (net) (Parcel 1) located south of Elkhorn Boulevard and east of National Drive ("Inclusionary Housing Site", shown on Exhibit B. As part of the Development Project, the Inclusionary Housing Site will be zoned High Density Residential, which will allow for the development of up to 120 multi-family residential units.

An affordable housing developer will develop, construct, own and manage the multi-family community that contains the Inclusionary Units.

The location of the Inclusionary Units within the Development Project are subject to amendment, consistent with Section 17.190.110 B(1) of the Mixed Income Ordinance.

**Affordability Requirements**

The 75 units affordable to Very Low Income households will be restricted to occupancy by households with incomes that, at the time of occupancy, do not exceed fifty percent (50%) of the Sacramento area median income, adjusted for family size. Monthly rents for these units shall not exceed one twelfth of thirty percent (30%) of fifty percent (50%) of the Sacramento area median income, adjusted for family size.

The 38 units affordable to Low Income households will be restricted to occupancy by households with incomes that, at the time of occupancy, do not exceed eighty percent (80%) of the Sacramento area median income, adjusted for family size. Monthly rents for these units shall not exceed one twelfth of thirty percent (30%) of eighty percent (80%) of the Sacramento area median income, adjusted for family size.

**Term of Affordability**

The term of affordability for the Inclusionary Housing Units will be a minimum of 30 years from the date of recordation of the Inclusionary Housing Agreement.

**Incentives**

Pursuant to Section 17.190.040 of the Ordinance, the City may make available a variety of incentives to offset the cost of providing Inclusionary Housing Units. Subsection A allows the provision of fee waivers or deferrals for Inclusionary Housing Units. The City of Sacramento has created a fund for development fee reductions for the Inclusionary Units in the amount of \$4,000 for Very Low Income Inclusionary Housing Units and \$1,000 for Low Income Inclusionary Housing Units. The project (Parcel 1) that will contain the Inclusionary Housing Units requests to use \$337,000 of these fee reductions, if available in the fund, for the Inclusionary Units as follows:

Affordability Level	Number of Units	Fee Reduction Per Unit	Total Fee Reduction
Very Low Income	75	\$4,000	\$300,000
Low Income	38	\$1,000	\$38,000
	113		\$338,000

**Phasing/Linkages of the Development Project to the Inclusionary Units**

The Inclusionary Units shall be developed concurrently with the development of the remaining units within the Residential Project in the Development Project, as defined in Sacramento City Code Section 17.190.020. 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.

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

Market Rate Activity	Inclusionary Approval Linkage
Approval of legislative entitlements (rezone, community plan amendment, general plan amendment, tentative maps) for Panhandle PUD.	Approval of Inclusionary Housing Plan
Approval of Panhandle North large lot final map.	Execution of Inclusionary Housing Agreement

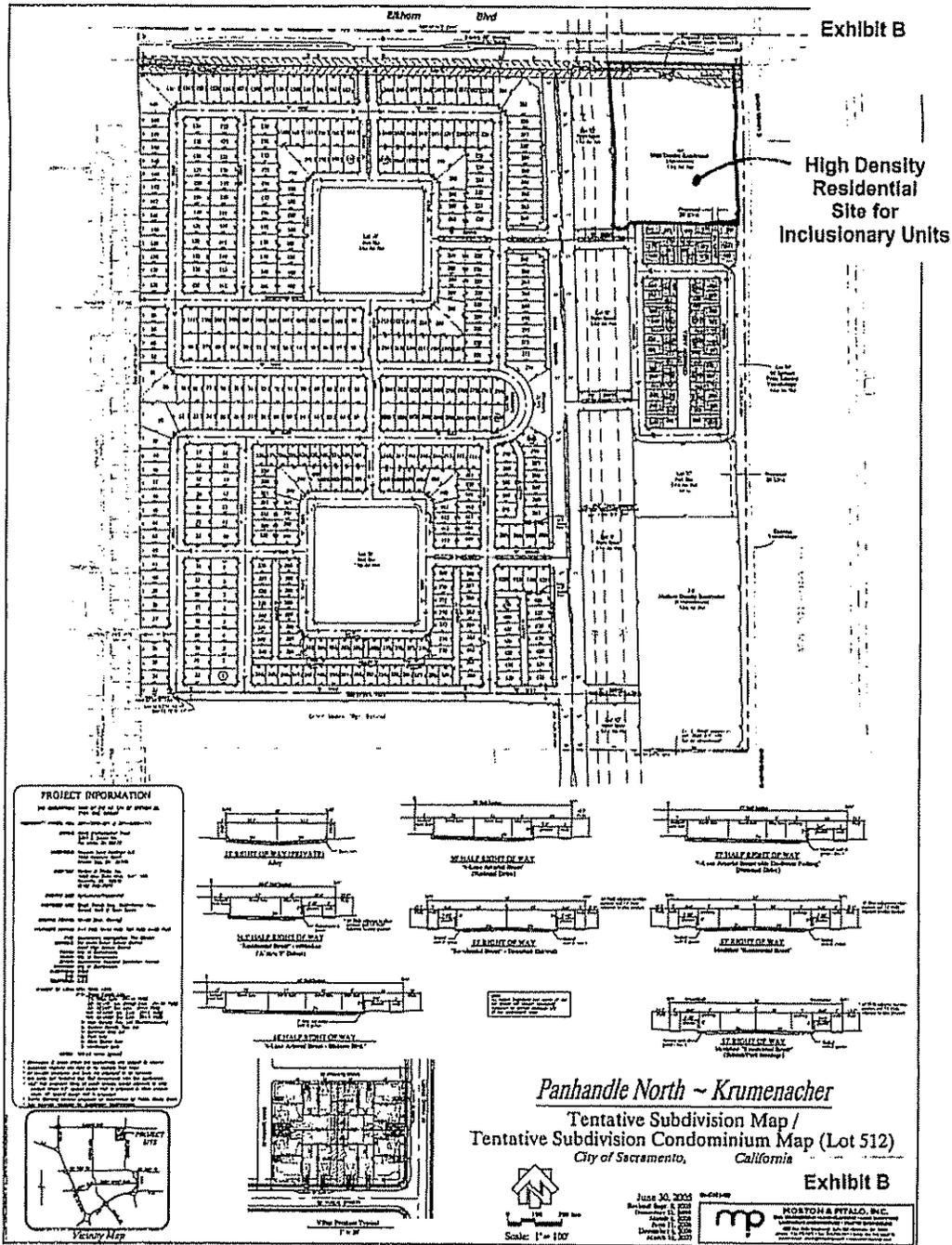
Recordation of the large lot final map for Development Project	Recordation of Inclusionary Housing Agreement AND transfer of Parcel 1 to affordable housing developer.
Issuance of building permits in excess of 50% of market rate units in Development Project.	Issuance of building permits for 100% of all of the Inclusionary Housing Units.
Remaining 50% of building permits for market rate units in the Development Project may be issued.	After issuance of all building permits for the Inclusionary Housing Units.
Marketing of the market rate units in Development Project.	Marketing of Inclusionary Housing Units

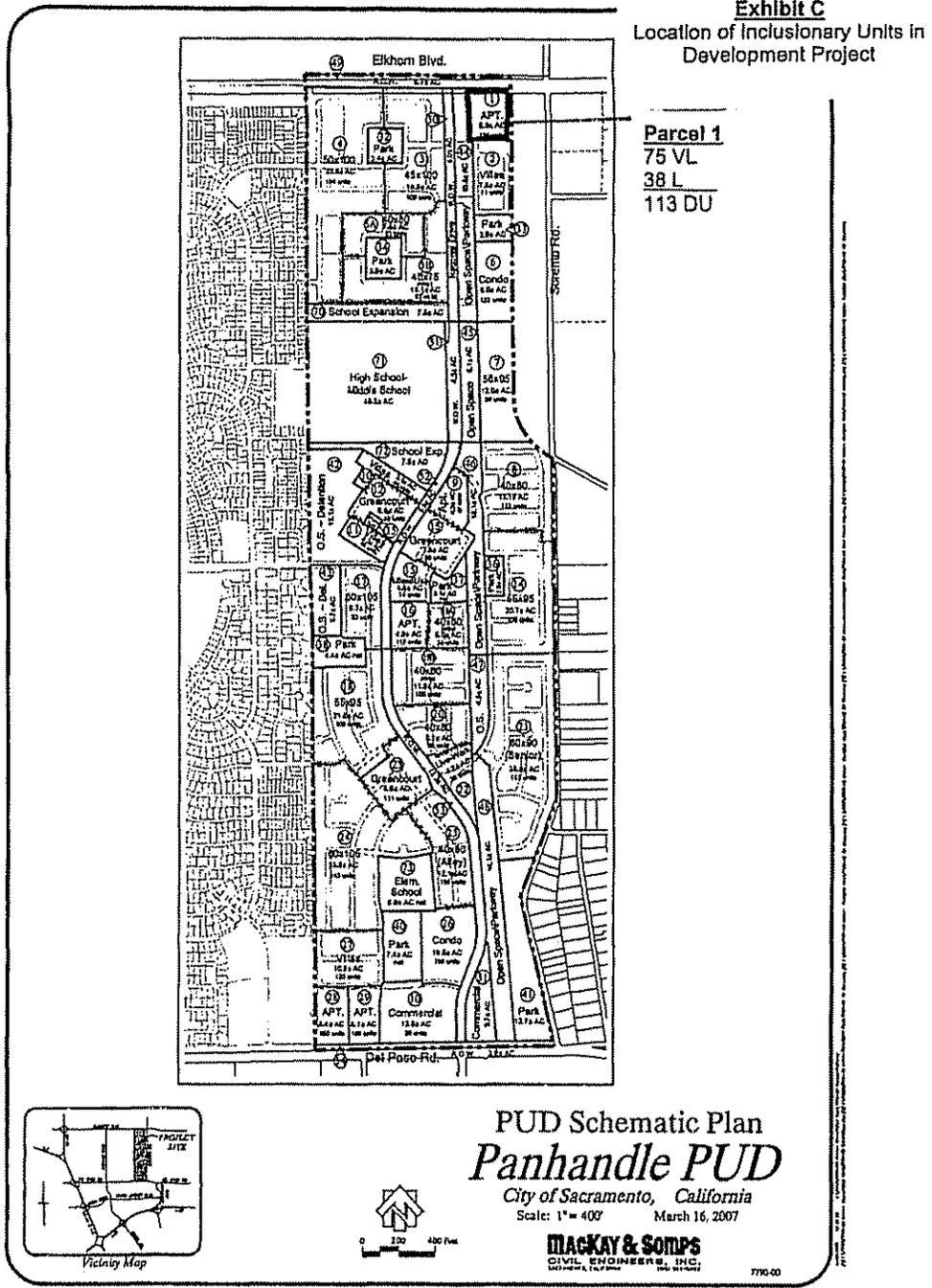
**Amendment and Administration of the Inclusionary Housing Plan**

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 17.190.110B(1).

- Exhibit A Panhandle Planned Unit Development Plan Schematic Plan
- Exhibit B Panhandle – North Tentative Map
- Exhibit C Location of Inclusionary Units in Development Project







ATTACHMENT 14 – DRAFT INCLUSIONARY HOUSING PLAN RESOLUTION (DUNMORE)

**RESOLUTION NO. 2007-XXXX**  
Adopted by the Sacramento City Council  
Date

**RESOLUTION ADOPTING AN INCLUSIONARY HOUSING PLAN FOR THE PANHANDLE PROJECT (CENTRAL AND SOUTH - DUNMORE) FOR PROPERTY LOCATED IN NORTH NATOMAS, NORTHWEST OF THE INTERSECTION OF DEL PASO ROAD AND SORENTO ROAD, SACRAMENTO, CALIFORNIA.**

(P05-077) (APN: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022)

**BACKGROUND**

- C. 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 development project be affordable to very low income households and five percent to low income households;
- D. The City Council conducted a public hearing on \_\_\_\_\_, 2007 concerning the above Inclusionary Housing Plan and based on documentary and oral evidence submitted at the public hearing, the Council hereby finds:
  - 1. 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 the Panhandle project (Dunmore), attached hereto as Exhibit A.

**Table of Contents:**

Exhibit A: Inclusionary Housing Plan – 10 Pages

## EXHIBIT A – INCLUSIONARY HOUSING PLAN

**Inclusionary Housing Plan  
Panhandle – Central and Panhandle-South Tentative Maps  
Within the Panhandle PUD  
Dunmore Homes  
May 1, 2007**

**Proposed Project**

Dunmore Homes, LLC owns or has the right to acquire and is the developer ("Developer") of that certain real property in the City of Sacramento (upon annexation) in which the Developer proposes to develop and construct the Panhandle-Central and Panhandle-South tentative maps ("Development Project") within the larger Panhandle Planned Unit Development project area. The Panhandle Central Tentative Map and Panhandle South Tentative Map include 390± acres. The Panhandle PUD Schematic Plan is shown in Exhibit A and the Panhandle Central and Panhandle South tentative maps are shown on Exhibits B and C, respectively.

The 390± acre (gross) Development Project is located north of Del Paso Road and west of Sorento Road in the North Natomas Community. The Development Project consists of 2,272 dwelling units (the "Residential Project") in a mix of residential unit types (detached and attached units), an elementary school, commercial sites, park sites, open space detention and an open space parkway.

**Mixed Income Housing Policy**

The Development Project site is located in a new growth area and the Development Project is subject to the City's Mixed Income Housing Policy. The Mixed Income Housing Policy adopted in the City of Sacramento Housing Element and required by the City's Mixed Income Housing Ordinance, City of Sacramento City Code Chapter 17.190 requires that ten percent (10%) of the total units in a Residential Project be affordable to very low income households and five percent (5%) for low income households (the "Inclusionary Requirement" and "Inclusionary Units"). The Developer proposes that this inclusionary obligation be met on-site.

Pursuant to the City Code Section 17.190.110 (B), an Inclusionary Housing Plan ("Plan") must be approved prior to or concurrent with the entitlements for the Project. City Code Section 17.190.110 (A) 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 (i.e. special permits, site development plans, etc.) 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 the Developer and the Sacramento Housing and Redevelopment Agency ("SHRA") and recorded against all the residential lots in the Development Project. The Inclusionary Housing Agreement shall be executed and recorded no later than the approval of the first final map for the subdivision or construction phase, or, in the case of an amendment, immediately upon execution by SHRA and Developer. The Inclusionary Housing Agreement will describe with particularity the site and building schematics and financial arrangements for the construction and financing of the Inclusionary Units, pursuant to Section 17.190.110(C). The Inclusionary Housing Agreement shall be consistent with this Plan

**Residential Numbers**

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 Residential Project, respectively.

Based on the current Development Project proposal of 2,272 units in the Residential Project, the Inclusionary Requirement for the Project is 341 units consisting of 227 units for Very Low Income (10%) and 114 units for Low Income (5%).

Total Number of Units within the Project	2,272
Very Low Income Units (10% of units)	227
Low Income Units (5% of units)	114
Total Number of Inclusionary Units	341

If the Development Project approvals or entitlements are amended to increase or decrease the number of units in the Project, this Plan will be amended to reflect a number equal to ten percent (10%) of the new 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 in the Development Project

**Receiver Site for Grant Joint Union High School District's Units**

Parcel 16 of the Development Project will be the receiver site for Inclusionary Units from the Grant Joint Union High School District (Grant) property located within the Panhandle PUD project area. Parcel 16 will accommodate eight (8) Inclusionary Units from Grant consisting of five (5) units for Very Low Income and three (3) units for Low Income, as shown in Table 2.

**Table 2  
Inclusionary Units from Grant Property**

Planning Area	Housing Type	Total Units in Planning Area	Inclusionary Units			Type of Unit
			Very Low Income Units	Low Income Units	Total	
16	Apartments	112	5	3	8	Rental
Total			5	3	8	

**Units by Type and Tenure**

The Inclusionary Units, consisting of 232 Very Low Income units and 117 Low Income units will be constructed on-site and will consist of rental multi-family units located in the following planning areas of the Development Project:

**Table 1  
Distribution of Inclusionary Units**

Planning Area	Housing Type	Total Units in Planning Area	Very Low Income Units	Low Income Units	Unit Distribution	
					Unit Distribution	Unit Type
9	Family Apartments	87	31	56	0% to 30%	1 Bedroom
					30% to 70%	2 Bedroom
					20% to 40%	3 Bedroom
16	Family Apartments	112	76	36	0% to 30%	1 Bedroom
					30% to 70%	2 Bedroom
					20% to 40%	3 Bedroom
29	Senior Apartments	150	125	25	50% to 75%	1 Bedroom
					25% to 50%	2 Bedroom
Total		349	232	117		

Parcel 16 includes Inclusionary Units from Grant Property

**Location of Inclusionary Units within Development Project**Very Low Income Units

The 232 Very Low Income Inclusionary Units shall be rental units located within the Development Project in three multi-family developments located in Planning Areas 9, 16 and 29, as shown on Exhibit D. As part of the Development Project, the three sites (Planning Areas) that contain Very Low Income units will be zoned High Density Residential which allows the development of multi-family residential units. The Very Low Income units shall be dispersed throughout the three multi-family communities and include a mix of unit sizes proportional to the sizes.

Low Income Units

The 117 Low Income units will be offered as rental units within three multi-family developments in Planning Areas 9, 16 and 29, as shown on Exhibit D. As part of the Development Project, the three sites (Planning Areas) that contain Low Income units will be zoned High Density Residential, which allows the development of multi-family residential units. The Low Income units shall be dispersed throughout the three multi-family communities and include a mix of unit sizes.

Affordable housing developer(s) will develop, construct, own and manage the multi-family community that contains the Very Low Income and Low Income rental Inclusionary Units.

The location of the Inclusionary Units within the Development Project are subject to Amendment, consistent with Section 17.190.110 B(1) of the Mixed Income Ordinance.

**Affordability Requirements**

The 232 units affordable to Very Low Income households will be restricted to occupancy by households with incomes that, at the time of occupancy, do not exceed fifty percent (50%) of the Sacramento area median income, adjusted for family size. Monthly rents for these units shall not exceed one twelfth of thirty percent (30%) of fifty percent (50%) of the Sacramento area median income, adjusted for family size.

The 117 units affordable to Low Income households will be restricted to occupancy by households with incomes that, at the time of occupancy, do not exceed eighty percent (80%) of the Sacramento area median income, adjusted for family size. Monthly rents for these units shall not exceed one twelfth of thirty percent (30%) of eighty percent (80%) of the Sacramento area median income, adjusted for family size.

**Term of Affordability**

The term of affordability for the Inclusionary Housing Units will be a minimum of 30 years from the date of recordation of the Inclusionary Housing Agreement

**Incentives**

Pursuant to Section 17.190.040 of the Ordinance, the City may make available a variety of incentives to offset the cost of providing inclusionary Housing Units. Subsection A allows the provision of fee waivers or deferrals for Inclusionary Housing Units. The City of Sacramento has created a fund for development fee reductions for the Inclusionary Units in the amount of \$4,000 for Very Low Income Inclusionary Housing Units and \$1,000 for Low Income Inclusionary Housing Units. The three projects (Parcels 9, 16 and 29) that will contain the Inclusionary Housing Units request to use up to \$1,022,000 of these fee reductions, depending on fund availability, for the Inclusionary Units as follows:

Affordability Level	Number of Units	Fee Reduction Per Unit	Total Fee Reduction
Very Low Income	232	\$4,000	\$928,000
Low Income	117	\$1,000	\$117,000
	349		\$1,045,000

**Phasing/Linkages of the Development Project to the Inclusionary Units**

The Inclusionary Units shall be developed concurrently with the development of the remaining units within the Residential Project in the Development Project, as defined in Sacramento City Code Section 17.190.020. 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

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

Market Rate Activity	Inclusionary Approval Linkage
Approval of legislative entitlements (rezone, community plan amendment, general plan amendment, tentative maps) for Panhandle PUD.	Approval of Inclusionary Housing Plan.

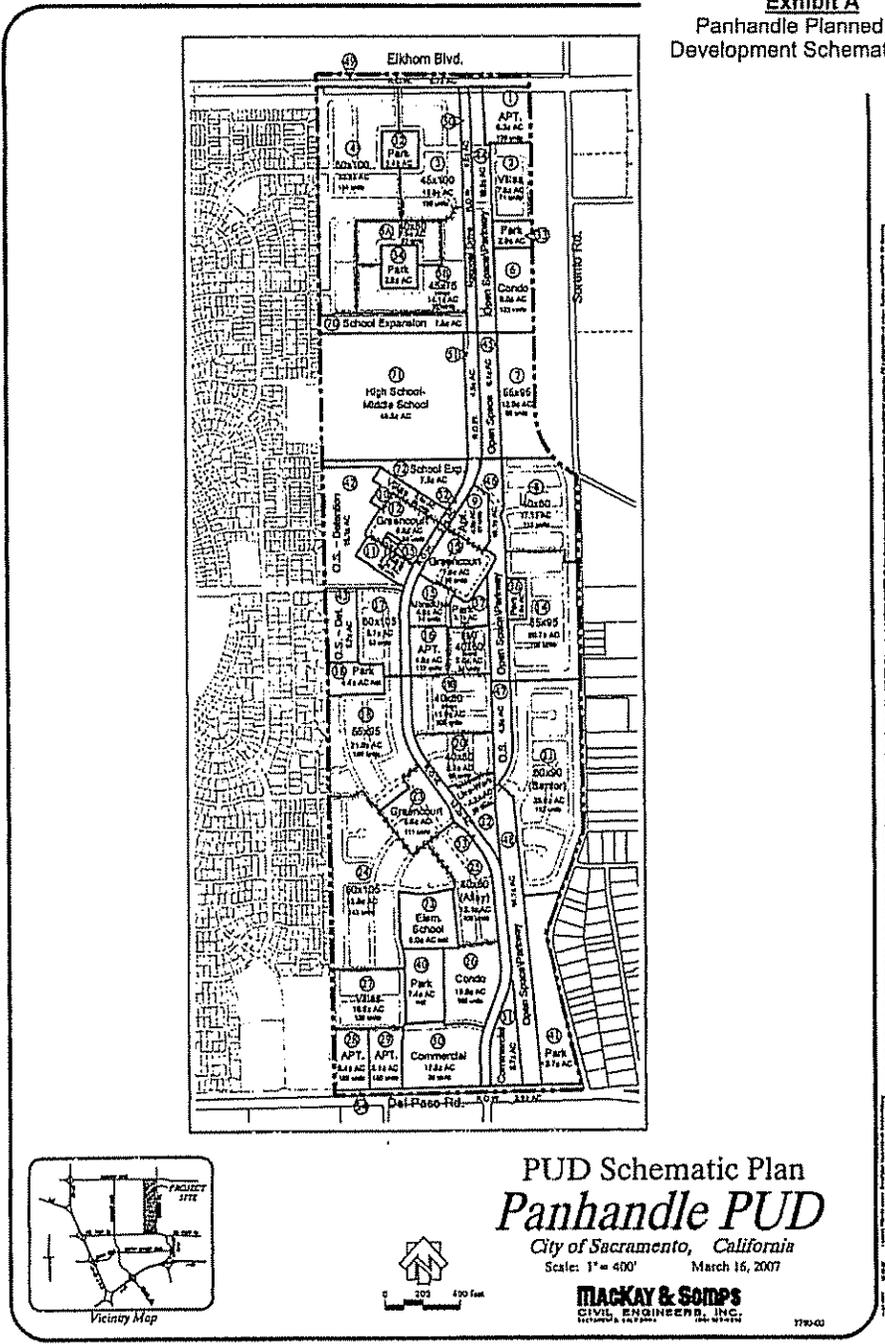
Approval of Panhandle South large lot final map or Panhandle Central large lot final map.	Execution of Inclusionary Housing Agreement.
Recordation of large lot final map for Development Project.	Recordation of Inclusionary Housing Agreement AND transfer of Parcels 9, 16 and 28 to affordable housing developer.
Issuance of building permits in excess of 50% of market rate units in Development Project.	Issuance of building permits for 100% of all of the Inclusionary Housing Units.
Remaining 50% of building permits for market rate units in the Development Project may be issued.	After issuance of all building permits for the Inclusionary Housing Units.
Marketing of the market rate units in Development Project.	Marketing of Inclusionary Housing Units

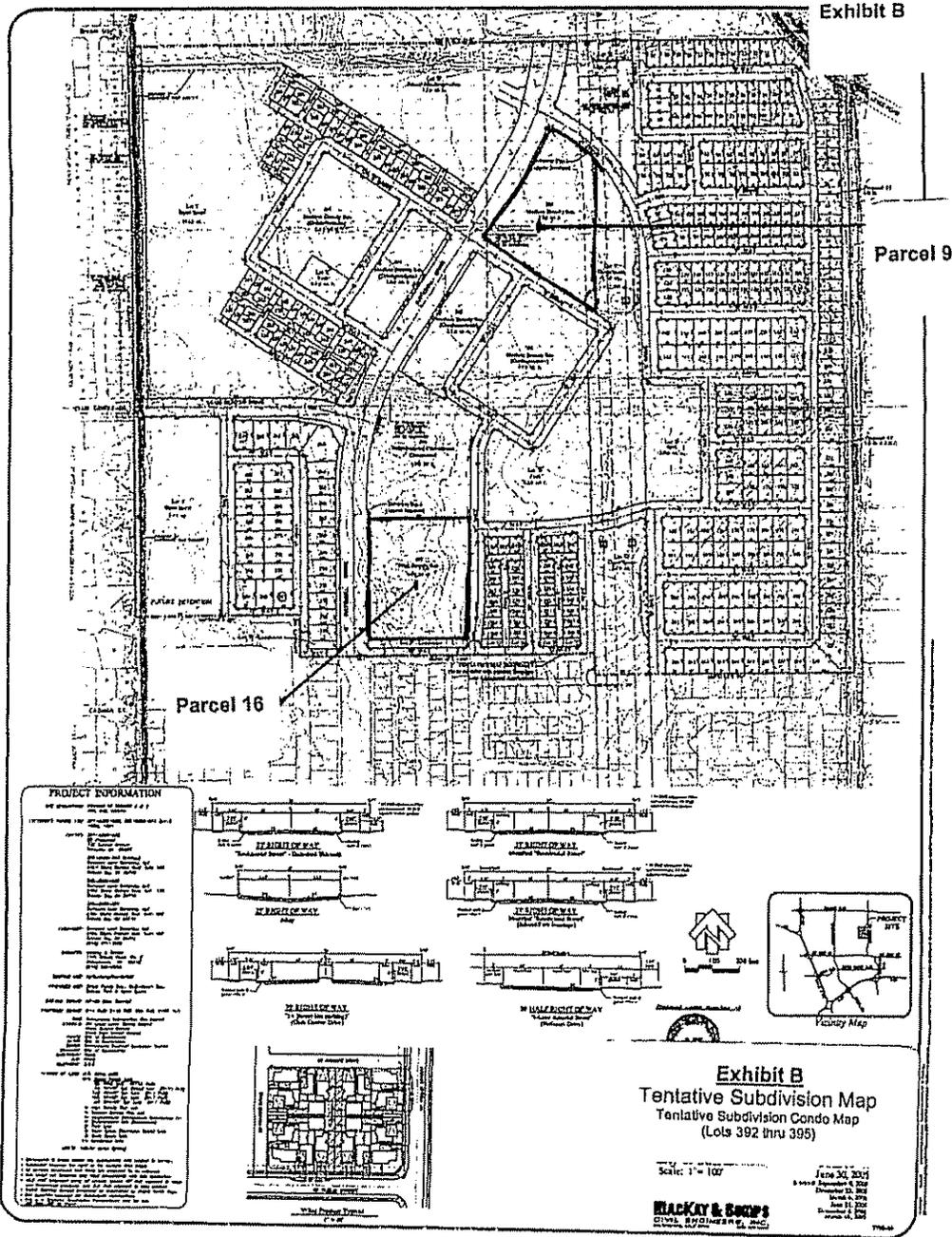
**Amendment and Administration of the Inclusionary Housing Plan**

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 17.190.110B(1).

- Exhibit A Panhandle Planned Unit Development Plan Schematic Plan
- Exhibit B Panhandle - Central Tentative Map
- Exhibit C Panhandle – South Tentative Map
- Exhibit D Location of Inclusionary Units in Development Project

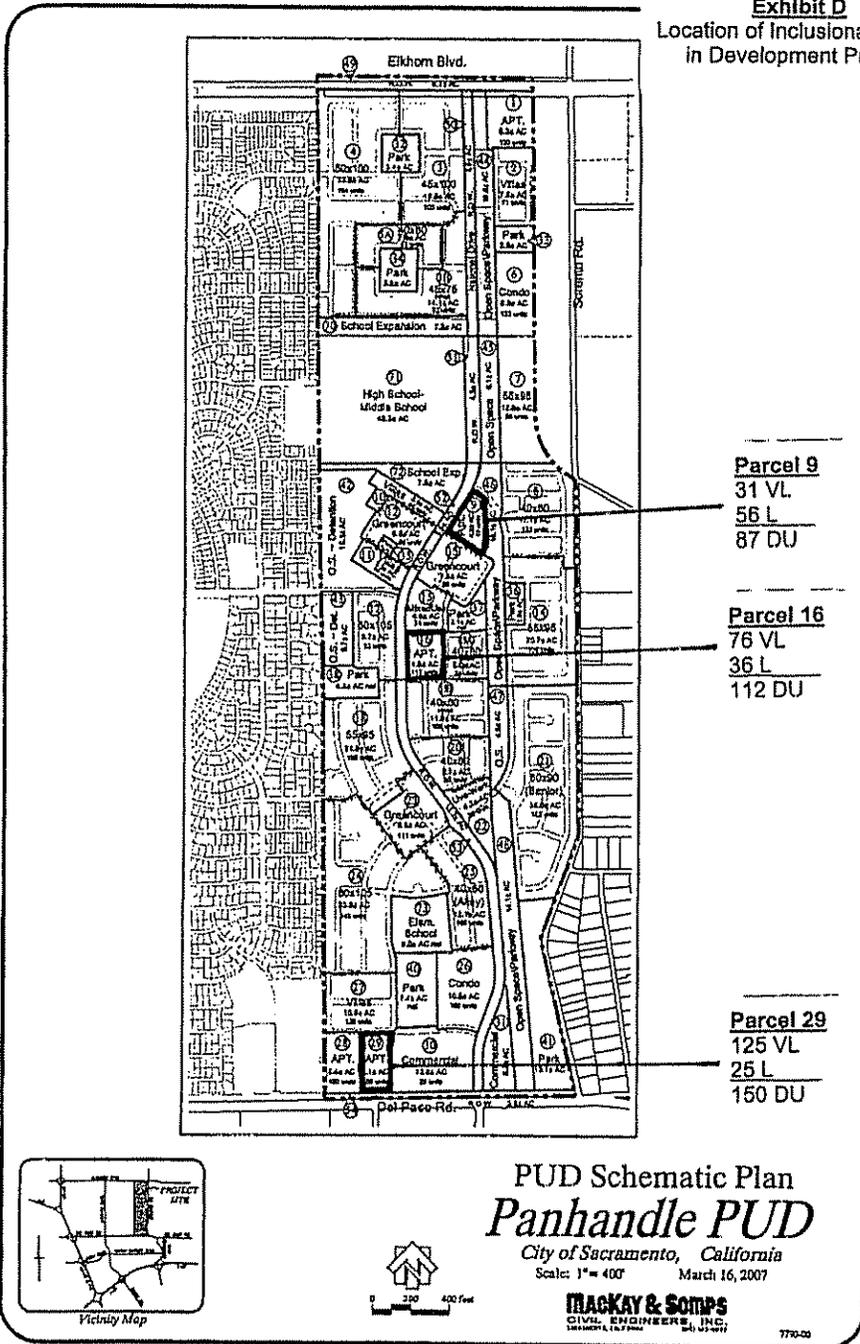
**Exhibit A**  
Panhandle Planned Unit  
Development Schematic Plan







**Exhibit D**  
Location of Inclusionary Units  
in Development Project



ATTACHMENT 15 – DRAFT INCLUSIONARY HOUSING PLAN RESOLUTION (GRANT)

**RESOLUTION NO. 2007-XXXX**  
Adopted by the Sacramento City Council  
Date

**RESOLUTION ADOPTING AN INCLUSIONARY HOUSING PLAN FOR THE PANHANDLE PROJECT (GRANT JOINT UNION SCHOOL DISTRICT) FOR PROPERTY LOCATED IN NORTH NATOMAS, SOUTH OF ELKHORN BOULEVARD AND WEST OF SORENTO ROAD, SACRAMENTO, CALIFORNIA.**

(P05-077) (APN: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022)

**BACKGROUND**

- E. 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 development project be affordable to very low income households and five percent to low income households;
- F. The City Council conducted a public hearing on \_\_\_\_\_, 2007 concerning the above Inclusionary Housing Plan and based on documentary and oral evidence submitted at the public hearing, the Council hereby finds:
  - 1. 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 the Panhandle project (Grant), attached hereto as Exhibit A.

**Table of Contents:**

Exhibit A: Inclusionary Housing Plan – 8 Pages

**EXHIBIT A – INCLUSIONARY HOUSING PLAN****Inclusionary Housing Plan  
Panhandle Planned Unit Development  
Grant Joint Union High School District  
May 1, 2007****Proposed Project**

Grant Joint Union High School District owns and is the developer ("Developer") of that certain real property in the City of Sacramento (upon annexation) in which the Developer proposes to rezone a portion of property ("Development Project") within the larger Panhandle Planned Unit Development (PUD). The Panhandle PUD Schematic Plan is shown in Exhibit A and the Grant Joint Union High School District's property is shown on Exhibit B.

The 76.4± acre (gross) Development Project is located south of Elkhorn Boulevard, and west of East Levee Road in the North Natomas Community. The Development Project consists of a 12.0 acre area designated for residential uses and up to 50 residential units (the "Residential Project"), a high school/middle school site and open space uses as shown on Exhibit B.

**Mixed Income Housing Policy**

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

Pursuant to the City Code Section 17.190.110 (B), an Inclusionary Housing Plan ("Plan") must be approved prior to or concurrent with the entitlements for the Project. City Code Section 17.190.110 (A) 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 the Developer and the Sacramento Housing and Redevelopment Agency ("SHRA") and recorded against all the residential lots in the Development Project. The Inclusionary Housing Agreement shall be executed and recorded no later than the approval of

the first large lot final map for the subdivision or construction phase, or, in the case of an amendment, immediately upon execution by SHRA and Developer. The Inclusionary Housing Agreement will describe with particularity the site and building schematics and financial arrangements for the construction and financing of the Inclusionary Units, pursuant to Section 17.190.110(C). The Inclusionary Housing Agreement shall be consistent with this Plan.

**Residential Numbers**

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 Residential Project, respectively.

Based on the current Development Project proposal of 50 residential units in the Residential Project, the Inclusionary Requirement for the Project is 8 units consisting of five (5) units for Very Low Income (10%) and three (3) units for Low Income (5%).

Total Number of Units within the Project	50
Very Low Income Units (10% of units)	5
Low Income Units (5% of units)	3
Total Number of Inclusionary Units	8

If the Development Project approvals or entitlements are amended to increase or decrease the number of units in the Project, this Plan will be amended to reflect a number equal to ten percent (10%) of the new 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 in the Development Project.

**Off-Site Location**

The Off-Site Location is a 4.8 acre property (Parcel 16) located within the larger Panhandle PUD shown on Exhibit C. The Off-Site Location is located in a new growth area of the City of Sacramento and is controlled by Dunmore Homes. Dunmore Homes is in contract to purchase the Off-Site Location and has included the Off-Site Location in its Inclusionary Housing Plan for Panhandle – Central and Panhandle – South Tentative Maps.

The Inclusionary Units will be included in a mixed income multi-family rental community to be constructed on the Off-Site Location. The Off-Site Location will be designated High Density Residential which allows for the development of multi-family residential units. The infrastructure necessary to serve the Off-Site Location for multi-family uses is planned within the Panhandle PUD project.

**Units by Type and Tenure**

The Inclusionary Units, consisting of 5 Very Low Income units and 3 Low Income units will be constructed at the Off-Site Location and will consist of rental multi-family units as follows:

**Table 1  
Distribution of Inclusionary Units**

Planning Area	Housing Type	Total Maximum Units In Planning Area	Inclusionary Units			Type of Unit
			Very Low Income Units	Low Income Units	Total	
Off-Site Location Parcel 16	Family Affordable Apartments	112	5	3	8	Rental
<b>Total</b>			<b>5</b>	<b>3</b>	<b>8</b>	

**Location of Inclusionary Units within Development Project**

Inclusionary Units shall be located at the Off-Site Location as shown on Exhibit C. As part of the Panhandle PUD project, the Off-Site Location will be designated High Density Residential, which will allow for the development of multi-family units.

The housing developer will develop, construct, own and manage the rental community that contains the Inclusionary Units.

The location of the Inclusionary Units at the Off-Site Location is subject to Ordinance consistent with Section 17.190.110 B(1) of the Mixed Income Ordinance.

**Affordability Requirements**

The five (5) units affordable to Very Low Income households will be restricted to occupancy by households with incomes that, at the time of occupancy, do not exceed fifty percent (50%) of the Sacramento area median income, adjusted for family size. Monthly rents for these units shall not exceed

one twelfth of thirty percent (30%) of fifty percent (50%) of the Sacramento area median income, adjusted for family size.

The three (3) units affordable to Low Income households will be restricted to occupancy by households with incomes that, at the time of occupancy, do not exceed eighty percent (80%) of the Sacramento area median income, adjusted for family size. Monthly rents for these units shall not exceed one twelfth of thirty percent (30%) of eighty percent (80%) of the Sacramento area median income, adjusted for family size.

#### **Term of Affordability**

The term of affordability for the Inclusionary Housing Units will be a minimum of 30 years from the date of recordation of the Inclusionary Housing Agreement.

#### **Planning Director's Findings**

The Planning Director has made the following findings with regard to this Off-Site Location, and has determined that the proposal is in conformity with Section 17.190-060 of the Sacramento City Code.

Number of Inclusionary Units: The maximum potential Inclusionary Units to be required for the Grant property is 8 units, which can be accommodated at the Off-Site Location.

Site Suitability: The Off-Site Location is within the Panhandle PUD and is proximate to the location of the Grant property. The Panhandle PUD proposes National Drive and retail/commercial services nearby. Infrastructure necessary to serve development of the Off-Site Location is planned.

Opportunity for Additional Units at Off-Site Location: The Off-Site Location is 4.8 acres, can hold 112 dwelling units, and is capable of accommodating the eight inclusionary units that will be credited to the Grant Property.

#### **Phasing/Linkages of the Development Project to the Inclusionary Units**

The Inclusionary Units shall be developed concurrently with the development of the remaining units within the Residential Project in the Development Project, as defined in Sacramento City Code Section 17.190.020. 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.

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

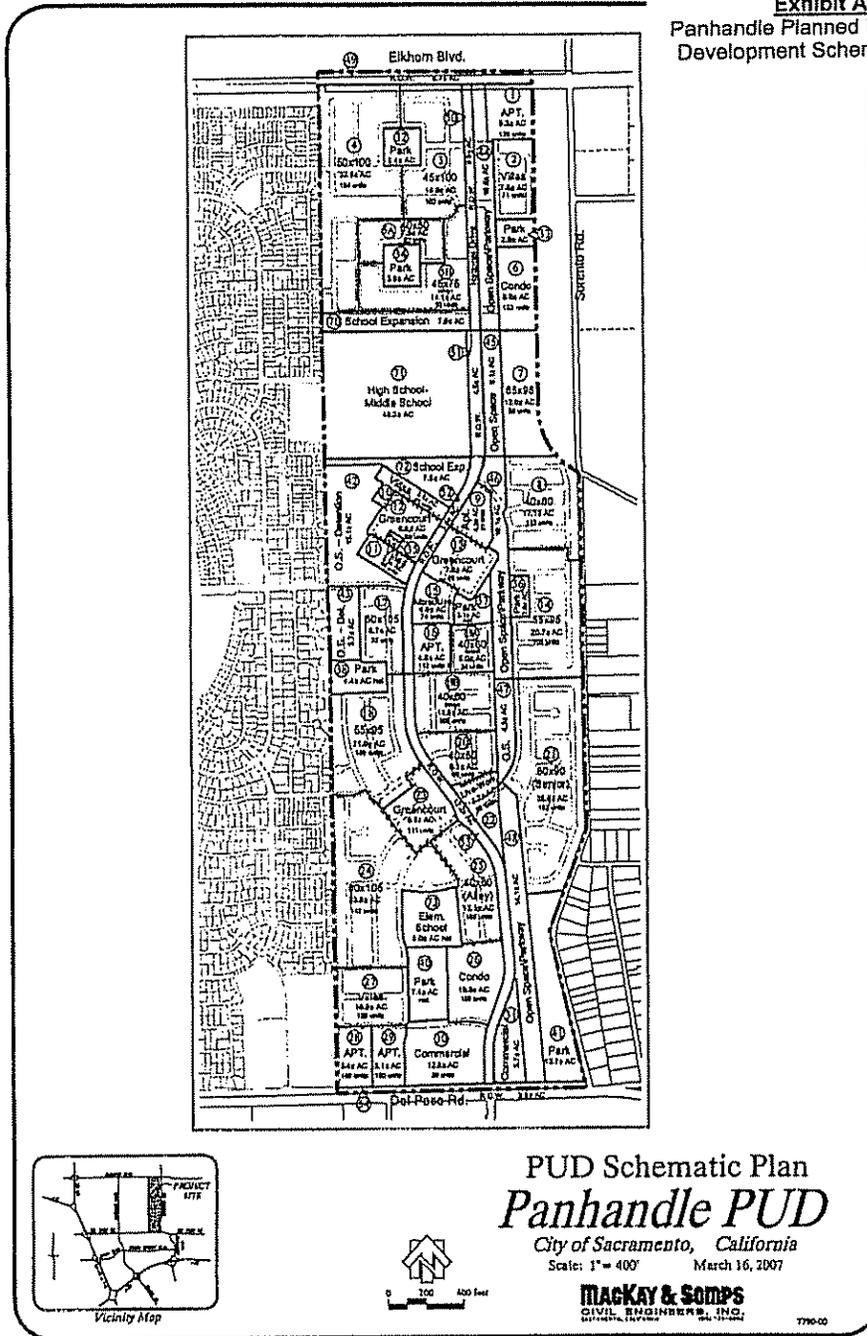
<b>Market Rate Activity</b>	<b>Inclusionary Approval Linkage</b>
Approval of legislative entitlements (rezone, community plan amendment, general plan amendment) for Panhandle PUD and Development Project.	Approval of Inclusionary Housing Plan.
Approval of large lot final map for Development Project	Execution of Inclusionary Housing Agreement
Issuance of building permits in excess of 50% of market rate units in Development Project	Issuance of 100% of building permits for Inclusionary Housing Units located, off-site, on parcel 16.

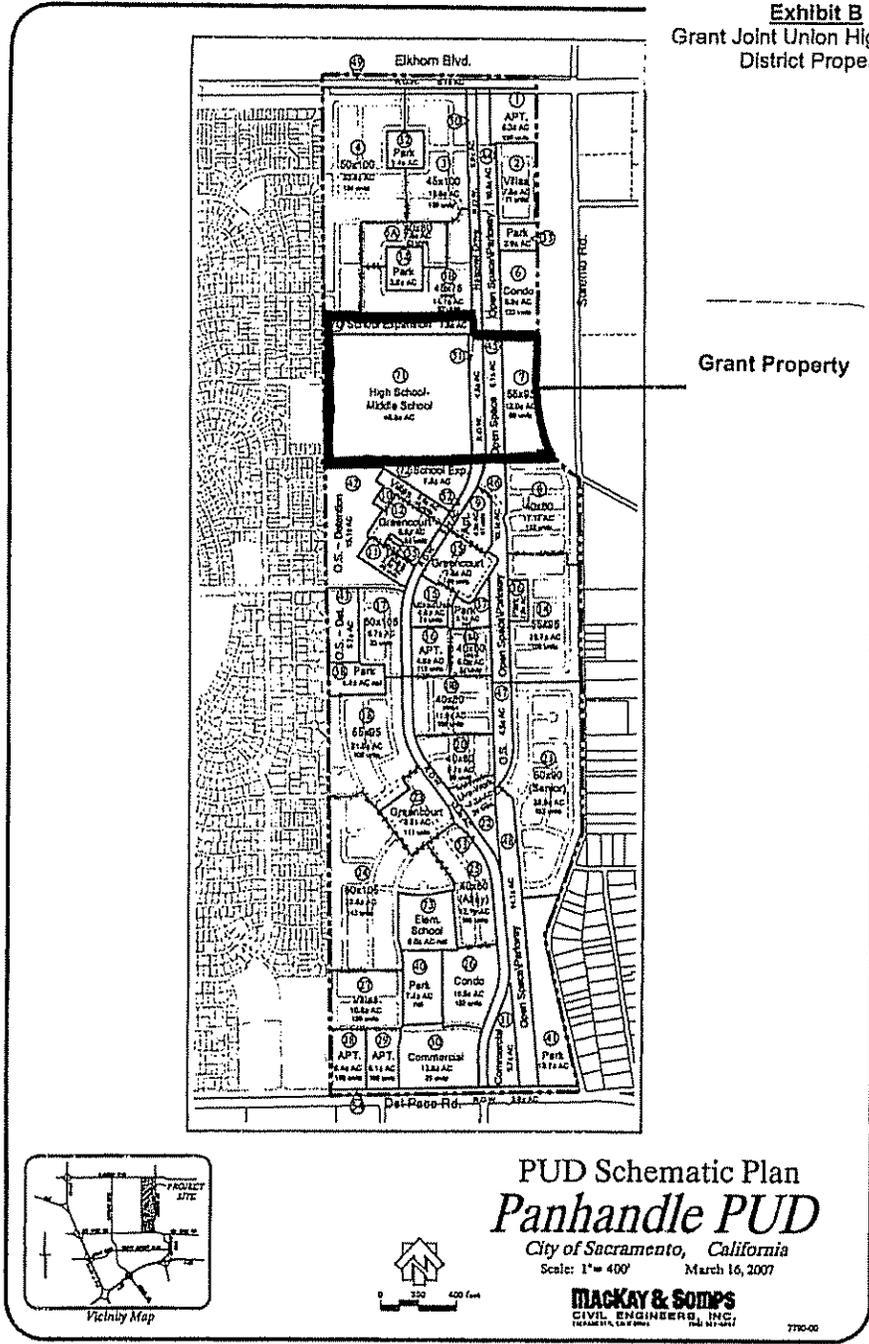
**Amendment and Administration of the Inclusionary Housing Plan**

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 17.190.110B(1).

- Exhibit A Panhandle Planned Unit Development Plan Schematic Plan
- Exhibit B Grant Joint Union High School District Property
- Exhibit C Off-Site Location

**Exhibit A**  
Panhandle Planned Unit (PUD)  
Development Schematic Plan





**Exhibit B**  
 Grant Joint Union High School  
 District Property

Grant Property

PUD Schematic Plan  
**Panhandle PUD**  
 City of Sacramento, California

Scale: 1" = 400'      March 16, 2007

**MACKAY & SOUDS**  
 CIVIL ENGINEERS, INC.  
 1000 N. ST. 100

770-02

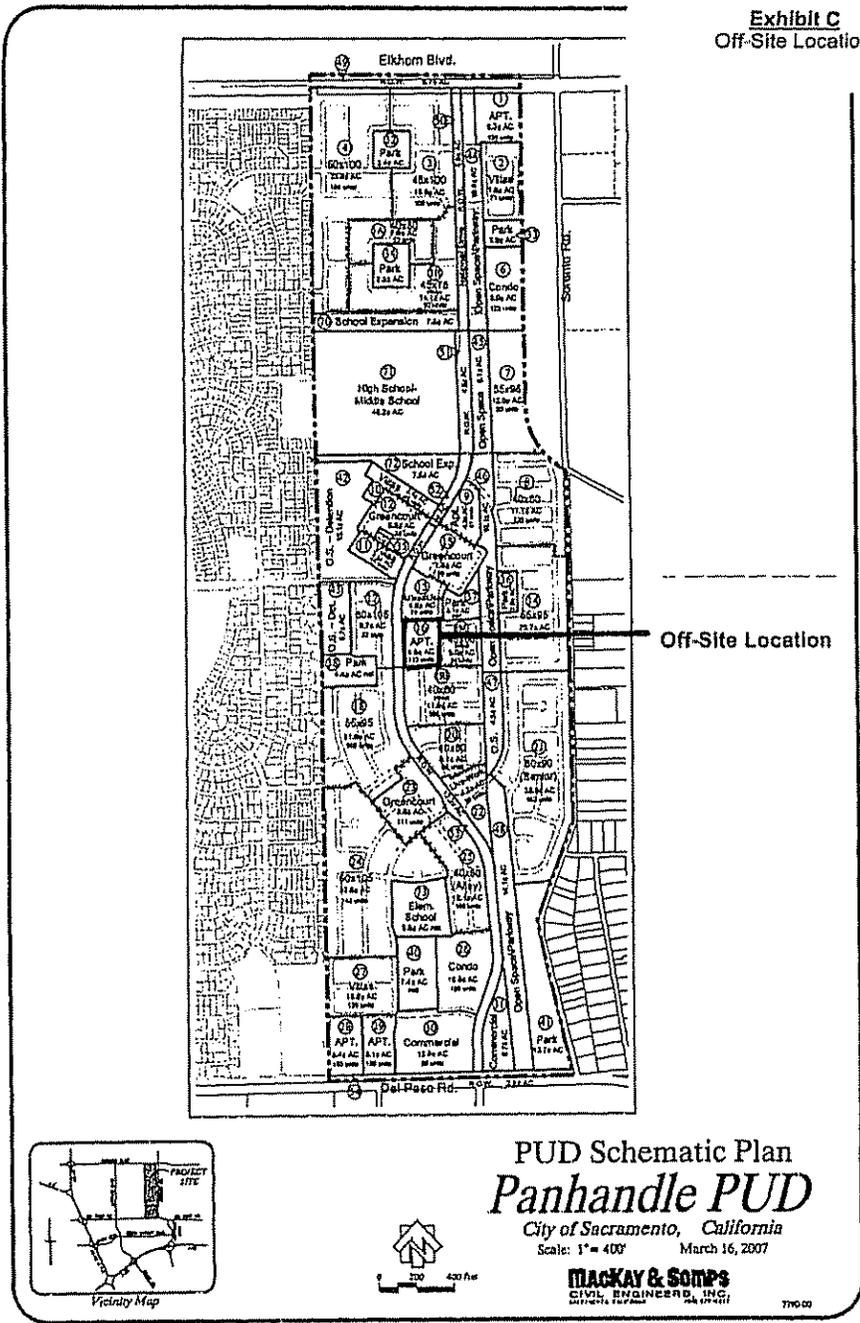


Exhibit C  
Off-Site Location

Off-Site Location

### PUD Schematic Plan Panhandle PUD

City of Sacramento, California  
Scale: 1" = 400' March 16, 2007

**MACKAY & SOMPS**  
CIVIL ENGINEERS, INC.  
SACRAMENTO, CALIFORNIA

7790-00

ATTACHMENT 16 - GENERAL PLAN AMENDMENT RESOLUTION

**RESOLUTION NO. 2007-XXXX**  
Adopted by the Sacramento City Council  
Date

**RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP TO RE-DESIGNATE 594.7± ACRES FROM LOW DENSITY RESIDENTIAL (LDR), MEDIUM DENSITY RESIDENTIAL (MDR), PARKS-RECREATION-OPEN SPACE, AND PUBLIC/QUASI-PUBLIC TO LOW DENSITY RESIDENTIAL (LDR), MEDIUM DENSITY RESIDENTIAL (MDR), PUBLIC/QUASI-PUBLIC-MISCELLANEOUS (PQPM), PARKS-RECREATION-OPEN SPACE (PROS), AND COMMUNITY/ NEIGHBORHOOD COMMERCIAL AND OFFICES (CNCO), LOCATED IN NORTH NATOMAS, NORTHWEST OF DEL PASO ROAD AND SORENTO ROAD, SACRAMENTO, CALIFORNIA.**

(P05-077) (APN: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022)

**BACKGROUND**

- A. The Planning Commission conducted a public hearing on \_\_\_\_\_, 2007, and the City Council conducted a public hearing on \_\_\_\_\_, 2007 concerning the above plan amendment and based on documentary and oral evidence submitted at the public hearing, the Council hereby finds:
1. The proposed land use amendment is compatible with the surrounding land uses;
  2. The subject site is suitable for single-family residential, multi-family residential, parks/open space, schools, and commercial land uses; and
  3. The proposal is generally consistent with the policies of the North Natomas Community Plan and the General Plan.

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

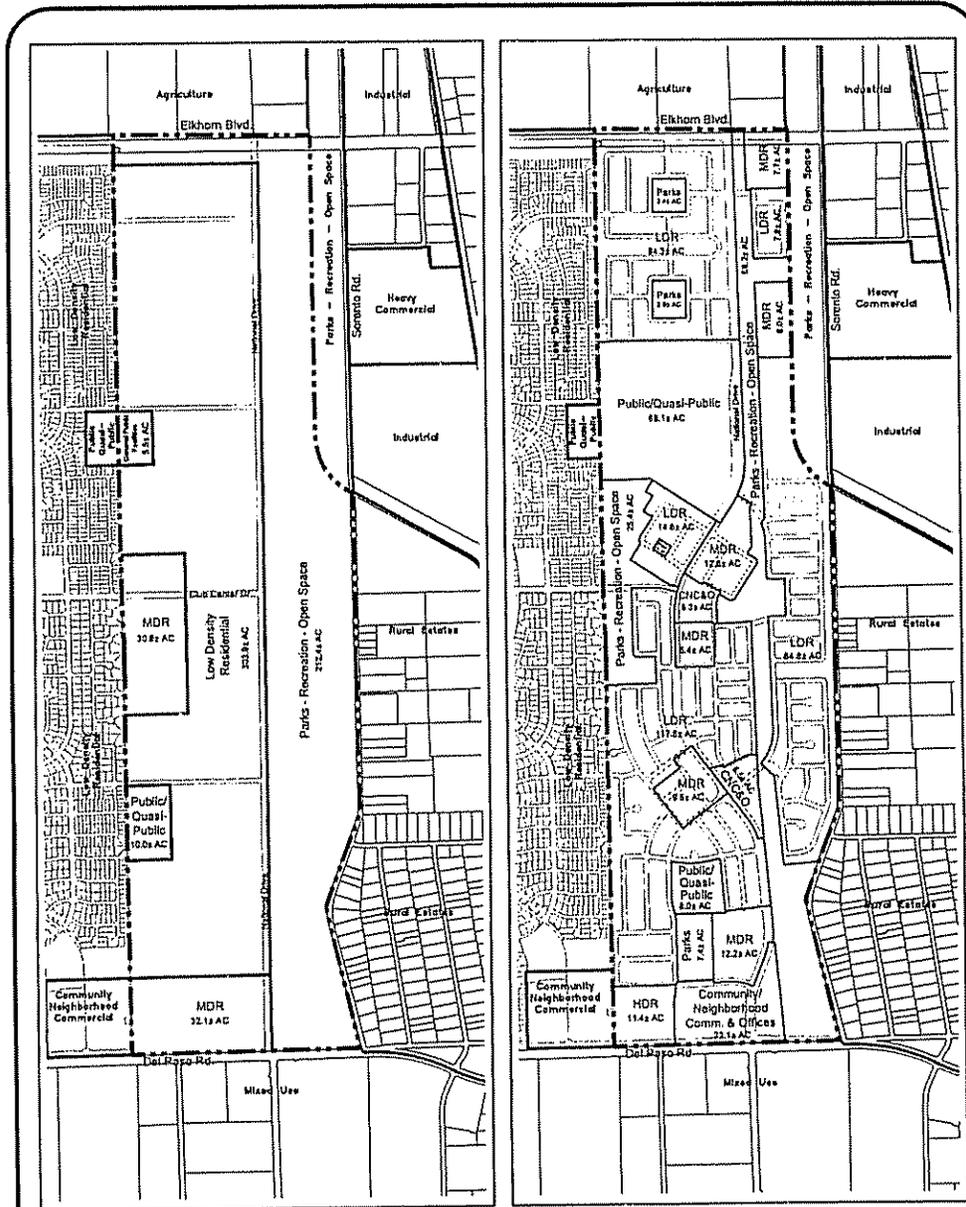
- Section 1. The City Council adopts the General Plan Amendment for the property, as described on the attached Exhibit A, and the property is hereby re-designated on the General Plan land use map from 303.9± acres of Low Density Residential, 62.9± acres of Medium Density Residential, 212.4± acres of Parks-Recreation-Open Space, and 15.5± acres of Public/Quasi-Public/Miscellaneous to 309.2± acres of Low Density Residential, 55.4± acres of Medium Density Residential, 11.4± acres of High Density Residential, 33.9± acres of Community/ Neighborhood Commercial and

Offices, 108.7± acres of Parks-Recreation-Open Space, and 76.1± acres of Public/Quasi-Public-Miscellaneous (APN: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022)

**Table of Contents:**

Exhibit A: General Plan Amendment Exhibit – 1 Page

Exhibit A – General Plan Amendment Exhibit



Existing General Plan Designations  
(City of Sacramento)

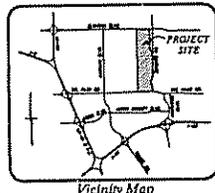
Proposed General Plan Designations

General Plan Amendment

**Panhandle**

City of Sacramento, California

Scale: 1" = 500' March 16, 2007



EXISTING	PROPOSED GENERAL PLAN	
LDR 361.6 AC	LDR 61.6 AC	Public/Quasi-Public 61.6 AC
MDR 107.2 AC	MDR 107.2 AC	Community/Neighborhood Commercial & Offices 107.2 AC
JULDR 62.9 AC	MDR 11.4 AC	MDR 11.4 AC
Parks Rec Open Space 213.4 AC	MDR 11.4 AC	Parks Rec Open Space 11.4 AC
Public/Quasi-Public 10.0 AC	MDR 11.4 AC	MDR 11.4 AC
Community Neighborhood Commercial 32.1 AC	HDR 11.4 AC	HDR 11.4 AC
<b>TOTAL</b> <b>1043.8 AC</b>	<b>TOTAL</b> <b>194.8 AC</b>	<b>TOTAL</b> <b>184.8 AC</b>

**MACKAY & SOMPS** 0 250 500 feet  
CIVIL ENGINEERS, INC.  
1101 WILSON BLVD. SACRAMENTO, CA 95811 (916) 441-1011 7790.00

ATTACHMENT 17 – DRAFT NORTH NATOMAS COMMUNITY PLAN TEXT  
AMENDMENT RESOLUTION

**RESOLUTION NO.**

Adopted by the Sacramento City Council

**RESOLUTION AMENDING THE NORTH NATOMAS COMMUNITY  
PLAN TEXT TO AMEND SECTIONS SPECIFIC TO OPEN SPACE (P05-  
077)**

**BACKGROUND**

- A. The City Council conducted a public hearing on \_\_\_\_\_, 2007 concerning the above plan text amendment and based on documentary and oral evidence submitted at the public hearing, the Council hereby finds:
  - 1. The proposed plan amendment is compatible with the existing and surrounding use;
  - 2. The subject plan area is already within the North Natomas Community Plan area; and
  - 3. The proposal is consistent with the policies of the City’s General Plan.

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

Section 1. The City Council of the City of Sacramento determines that the following amendments be made to the North Natomas Community Plan text:

Page 52 of COMMUNITY SERVICES AND FACILITIES SECTION

OPEN SPACE

Open Space includes agricultural buffer areas along the north and west boundaries of the plan area, landscaped freeway buffer areas along Interstate 5 and Interstate 80, agriculture, a proposed golf course on Northpointe, and other open space areas. Other open space areas include the area along the Union Pacific railroad lines, the Ninos Parkway beneath the area along the Western Area Power Authority (WAPA) lines in the County, a proposed lake in Northborough, and the Witter Ranch Historic Farm. The area devoted to open space in the plan is 950 acres.

## Page 58 of OPEN SPACE SECTION

VISION

Open space is any parcel of land devoted to the preservation of natural resources, managed production of natural resources, public health and safety, and outdoor recreation. Also, open space creates an aesthetic viewshed between freeways and other land uses and can be used as a "containment edge" of urban uses. Open space in North Natomas includes several broad categories: agricultural buffer, landscaped freeway buffer, agriculture, a golf course, roadways, and other open space (see Figure 14). Other open space specifically includes: Witter Ranch Historic Farm, a proposed lake in the Northborough subdivision, an open space area along (Ninos Parkway) within the easement for the WAPA power lines, and an open space area along the Union Pacific railroad. Drainage canals, the swale, and nine detention basins can serve as open space areas also but are delineated in the Drainage System section, page 68.

## Pages 58 and 59 of OPEN SPACE SECTION

IMPLEMENTING POLICIES

**Agricultural Buffers:** The plan calls for an agricultural buffer along the north and west boundaries of the plan area as one method to avoid land use conflicts between urban uses in the plan and agricultural operations outside of the plan. The north buffer along Elkhorn Boulevard includes a 250 foot wide strip of land along the south side of Elkhorn Boulevard, the 136 foot wide public right-of-way of Elkhorn Boulevard, and any maintenance road of irrigation on the north side of Elkhorn Boulevard. The uses allowed in the buffer include: pedestrian and bikeways, linear parks and open space, drainage canals or detention basins, irrigation canals, public roads and maintenance roads. The buffer along the west side of the plan is 200 feet wide and allows the same uses as the northern buffer. The area devoted to the agricultural buffer is 195.9 acres. As an alternative to agricultural buffers, other methods to reduce land use conflicts between urban and agricultural zoned lands include: 1) provide separation among uses through the placement of roadways and landscape corridors; 2) through design (i.e. orientation and heights of buildings); 3) provide disclosure of potential agricultural operations nearby and/or 4) provide temporary buffers that could be extinguished if agriculturally zoned property is rezoned to urban uses.

## Page 59 of OPEN SPACE SECTION

IMPLEMENTING POLICIES

**Other Open Space:** Other Open Space include: 1) an open space parkway (Ninos Parkway) from Del Paso Road to Elkhorn Boulevard that includes the WAPA lines (470.5 46.6 acres); 2) an open space buffer along the eastern boundary of the plan area that includes the existing Natomas East Main Drainage

Canal and the Union Pacific Railroad right-of-way (123 acres); 3) a proposed lake in the Northborough project (24 acres) and 4) the Witter Ranch Historic Farm located near the northeast corner of El Centro and San Juan Roads (26.2 acres). The area of land devoted to "Other Open Space" is ~~343.7~~219.8 gross acres.

ATTACHMENT 18 – DRAFT NORTH NATOMAS COMMUNITY PLAN MAP  
AMENDMENT RESOLUTION

**RESOLUTION NO. 2007-XXXX**  
Adopted by the Sacramento City Council  
Date

**RESOLUTION AMENDING THE NORTH NATOMAS COMMUNITY PLAN LAND USE MAP TO RE-DESIGNATE TO RE-DESIGNATE 594.7± ACRES (NORTH OF DEL PASO ROAD) FROM LOW DENSITY RESIDENTIAL (LDR), MEDIUM DENSITY RESIDENTIAL (MDR), HIGH DENSITY RESIDENTIAL (HDR), PARKS-OPEN SPACE (P-OS), AND GENERAL PUBLIC FACILITIES (GPF) TO LOW DENSITY RESIDENTIAL (LDR), MEDIUM DENSITY RESIDENTIAL (MDR), HIGH DENSITY RESIDENTIAL (HDR), PARKS-OPEN SPACE (P-OS) (A REDUCTION IN ACREAGE), GENERAL PUBLIC FACILITIES (GPF), NEIGHBORHOOD CONVENIENCE COMMERCIAL (NCC), AND VILLAGE COMMERCIAL (VC), FOR THE PROPERTY LOCATED IN NORTH NATOMAS, NORTHWEST OF THE INTERSECTION OF DEL PASO ROAD AND SORENTO ROAD.**

(P05-077) (APN: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022)

**BACKGROUND**

The City Council conducted a public hearing on \_\_\_\_\_, 2007 concerning the North Natomas Community Plan land use map and based on documentary and oral evidence submitted at the public hearing, the City Council hereby finds:

- A. The proposed plan amendment is compatible with the surrounding uses;
- B. The subject site is suitable for single-family residential, multi-family residential, parks-open space, commercial, and schools; and
- C. The proposal is consistent with the policies of the General Plan and the North Natomas Community Plan to promote a variety of housing types within neighborhoods to encourage economic diversity and housing choice.

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

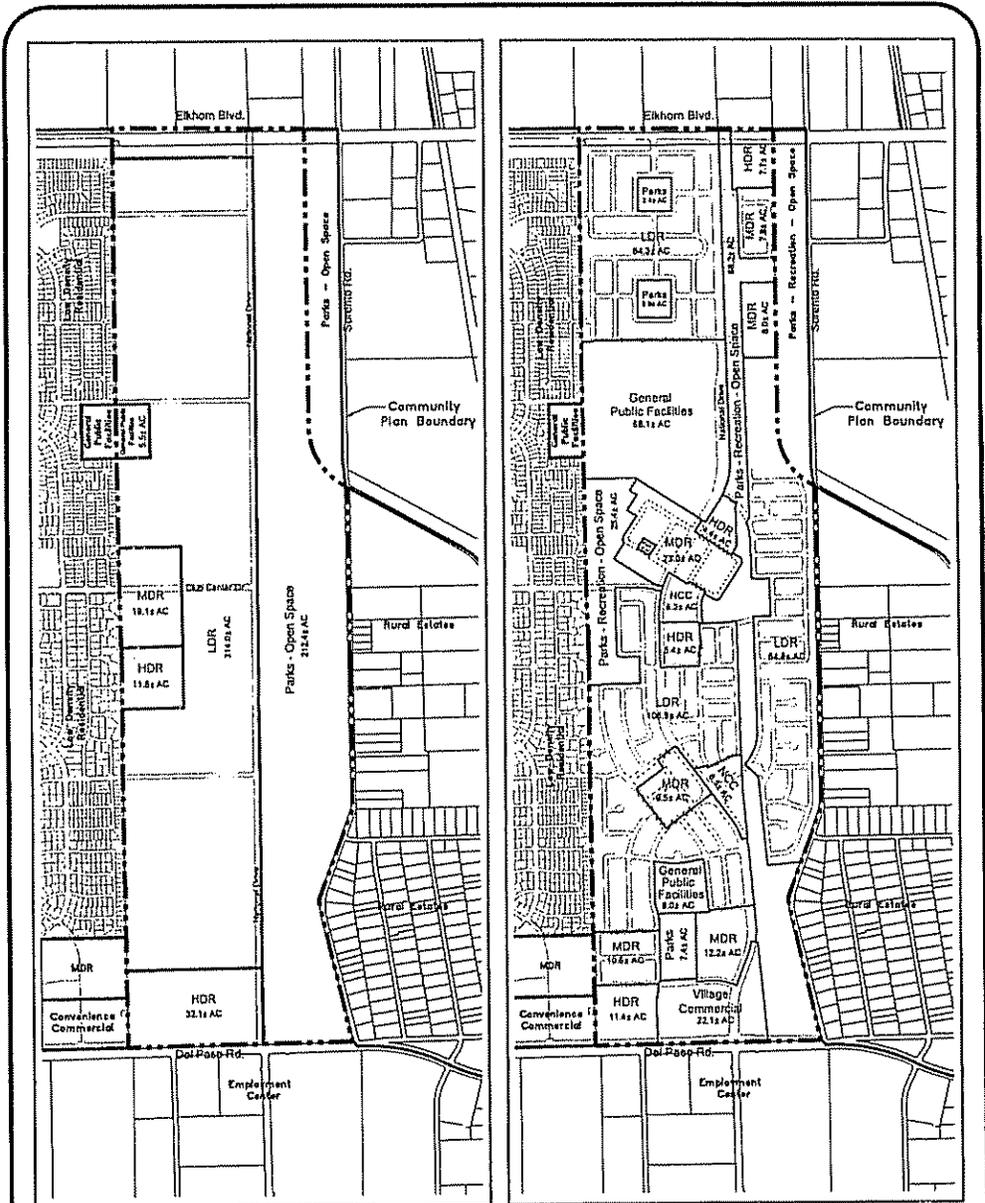
Section 1. The City Council adopts the Community Plan Amendment for the property, as described on the attached Exhibit A is hereby re-designated on the North Natomas Community Plan land use map from 314.0± acres of Low Density Residential, 19.1± acres of Medium Density Residential, 43.7± acres of High Density Residential, 212.4± acres of Parks/Open Space,

and 5.5± acres of General Public Facilities to 276.0± acres of Low Density Residential, 71.1± acres of Medium Density Residential, 28.9± acres of High Density Residential, 11.8± acres of Neighborhood Convenience Commercial, 22.1± acres of Village Commercial, 76.1± acres of General Public Facilities, and 108.7± acres of Parks/Open Space (APN: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022)

**Table of Contents:**

Exhibit A: North Natomas Community Plan Amendment Exhibit – 1 page

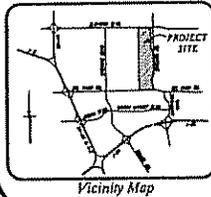
Exhibit A – North Natomas Community Plan Amendment Exhibit



Existing North Natomas Community Plan Designations

Proposed North Natomas Community Plan Designations

Community Plan Amendment



EXISTING	PROPOSED COMMUNITY PLAN	Neighborhood Commercial Center
LDR: 111.2 AC	LDR: 111.2 AC	111.2 AC
MDR: 15.2 AC	MDR: 15.2 AC	15.2 AC
HDR: 15.2 AC	HDR: 15.2 AC	15.2 AC
MDR: 11.1 AC	MDR: 11.1 AC	11.1 AC
HDR: 11.1 AC	HDR: 11.1 AC	11.1 AC
Parks - Open Space: 212.2 AC	Parks - Open Space: 212.2 AC	212.2 AC
General Public Facilities: 3.2 AC	General Public Facilities: 3.2 AC	3.2 AC
<b>TOTAL: 393.2 AC</b>	<b>TOTAL: 393.2 AC</b>	<b>393.2 AC</b>

**Panhandle**  
City of Sacramento, California  
Scale: 1" = 500' March 16, 2007

**MACKEY & SOMPS**  
CIVIL ENGINEERS, INC.  
SACRAMENTO, CALIFORNIA  
7790-00

ATTACHMENT 19 – DRAFT PREZONE ORDINANCE

**ORDINANCE NO.**

Adopted by the Sacramento City Council

Date

**AN ORDINANCE ASSIGNING THE DISTRICTS ESTABLISHED BY THE COMPREHENSIVE ZONING ORDINANCE (TITLE 17 OF THE CITY CODE), BY PREZONING 594.7± ACRES FROM PERMANENT AGRICULTURAL EXTENSIVE LAND USE (AG-80 - COUNTY) TO THE STANDARD SINGLE-FAMILY PLANNED UNIT DEVELOPMENT (R-1-PUD), SINGLE-FAMILY ALTERNATIVE PLANNED UNIT DEVELOPMENT (R-1A-PUD), MULTI-FAMILY PLANNED UNIT DEVELOPMENT (R-2A-PUD), MULTI-FAMILY PLANNED UNIT DEVELOPMENT (R-3-PUD) ZONE, MULTI-FAMILY PLANNED UNIT DEVELOPMENT (R-3A-PUD) ZONE, AGRICULTURE-OPEN SPACE PLANNED UNIT DEVELOPMENT (A-OS-PUD), LIMITED COMMERCIAL PLANNED UNIT DEVELOPMENT (C-1-PUD), AND GENERAL COMMERCIAL PLANNED UNIT DEVELOPMENT (C-2-PUD) ZONES, LOCATED NORTHWEST OF DEL PASO ROAD AND SORENTO ROAD.**

(P05-077) (APN: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022)

**BACKGROUND**

- A. The Planning Commission reviewed this proposal on \_\_\_\_\_, 2007 and voted to forward the rezone to City Council with a recommendation for \_\_\_\_\_ (the Planning Commission vote was \_\_\_ ayes, \_\_\_ noes, and \_\_\_ abstentions).

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

- Section 1. The Properties generally described and referred to as APN: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022 which are shown on the attached Exhibit 1. This exhibit describes the properties and both their current zoning and the zones for which they are to be placed pursuant to this amendment.

The zoning designation for the following properties which constitute from 594.7± acres of Permanent Agricultural Extensive Land Use (AG-80 – County) zone are hereby placed into 119.5± acres of Standard Single Family Planned Unit Development (R-1-PUD) zone, 71.4± acres of Single-Family Alternative Planned Unit Development (R-1A-PUD) zone, 20.2± acres of Multi-Family Planned Unit Development (R-2A-PUD) zone, 8.2± acres of Multi-

Family Planned Unit Development (R-2B-PUD) zone, 12.1± acres of Multi-Family Planned Unit Development (R-3-PUD) zone, 16.8± acres of Multi-Family Planned Unit Development (R-3A-PUD) zone, 11.8± acres of Limited Commercial Planned Unit Development (C-1-PUD) zone, 22.1± acres of General Commercial Planned Unit Development (C-2-PUD), and 108.7± acres of Agriculture-Open Space Planned Unit Development (A-OS-PUD) zone for:

APNs: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022

Section 2. The City Clerk of the City of Sacramento is hereby directed to amend the official zoning maps which are a part of said Ordinance to conform to the provisions of this Ordinance.

**Table of Contents:**

Exhibit 1: Prezone Exhibit – 1 page



# Interoffice

M E M O R A N D U M

**To:** Stephanie Hockman, Planning Division  
**From:** Zarah Bringas, Development Engineering Division  
**Subject:** Z07-113 Burnett Way Residence  
**Date:** 06/06/2007

I have reviewed the project and respectfully submit the following conditions. The conditions given are based on the plans submitted. Any changes in the design and/or location of the project will require a new review.

The City strongly encourages the applicant to thoroughly discuss the conditions of approval for the project with their Engineer/Land Surveyor consultants prior to City Planning Commission approval. The improvements required can be costly and are completely dependent upon the condition of the existing improvements. Careful evaluation of the potential cost of the improvements required by the City will enable the applicant to ask questions of the City prior to project approval and will result in a smoother plan check process after project approval.

## Conditions:

1. Construct standard improvements as noted in these conditions pursuant to section 16.48.110 of the City Code. Improvements shall be designed and constructed to City standards in place at the time that the Building Permit is issued. All improvements shall be designed and constructed to the satisfaction of the Development Engineering Division. Any public improvement not specifically noted in these conditions shall be designed and constructed to City Standards. This shall include street lighting and the repair or replacement/reconstruction of any existing deteriorated curb, gutter and sidewalk per City standards to the satisfaction of the Development Engineering Division.
2. The design of walls fences and signage near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height at maturity. The area of exclusion shall be determined by the Development Engineering Division.

ATTACHMENT 20 – PUD GUIDELINES AND SCHEMATIC PLAN RESOLUTION

**RESOLUTION NO. 2007-XXXX**

Adopted by the Sacramento City Council

Date

**RESOLUTION ESTABLISHING THE PANHANDLE PLANNED UNIT DEVELOPMENT GUIDELINES AND SCHEMATIC PLAN, LOCATED NORTHWEST OF DEL PASO ROAD AND SORENTO ROAD, IN NORTH NATOMAS, SACRAMENTO, CALIFORNIA.**

(P05-077) (APN: 201-0320-016 and -018 through -021; 225-0050-003, -016, -020 through -022)

**BACKGROUND**

- A. The Planning Commission conducted a public hearing on \_\_\_\_\_, 2007, and the City Council conducted a public hearing on \_\_\_\_\_, 2007 concerning the above plan amendment and based on documentary and oral evidence submitted at the public hearing, the Council hereby finds:
  - 1. The PUD establishment conforms to the General Plan and the North Natomas Community Plan; and
  - 2. The PUD establishment meets the purposes and criteria stated in the City Zoning Ordinance in that the PUD assures that new development is healthy and of long-lasting benefit to the community and the City; and
  - 3. The PUD establishment 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 will be well-designed, and that the residential, open space, and commercial uses will not create a negative impact on adjacent uses.

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

Section 1 The City Council of the City of Sacramento, in accordance with the City Code, Chapter 17, that the Panhandle Planned Unit Development Guidelines and Schematic Plan (as shown on the attached Exhibits A and B) are hereby approved.

**Table of Contents:**

Exhibit A: Panhandle PUD Schematic Plan Exhibit – 1 Page

Exhibit B: Panhandle PUD Guidelines Exhibit - 101 Pages

Exhibit A: Panhandle PUD Schematic Plan Exhibit

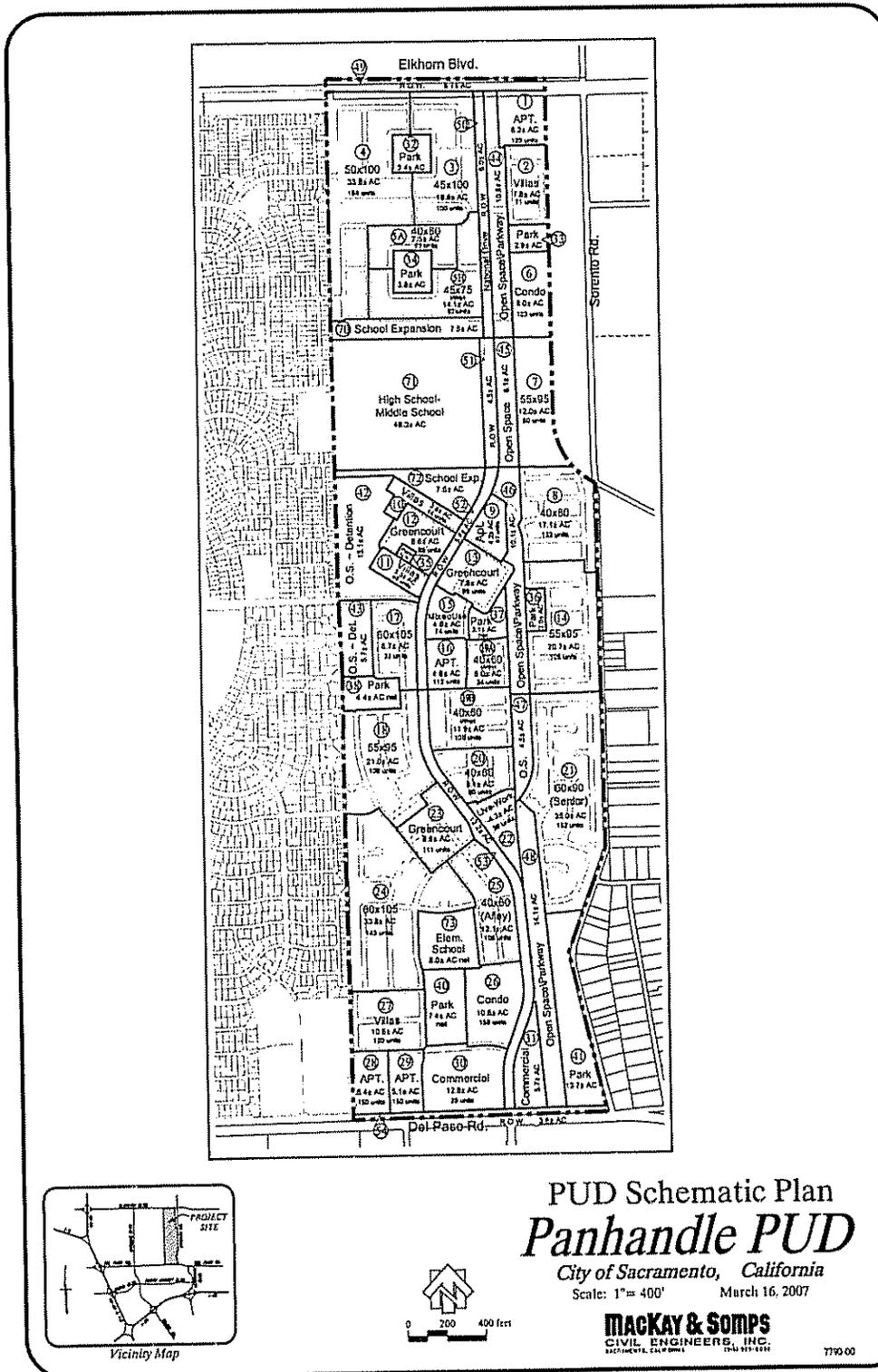
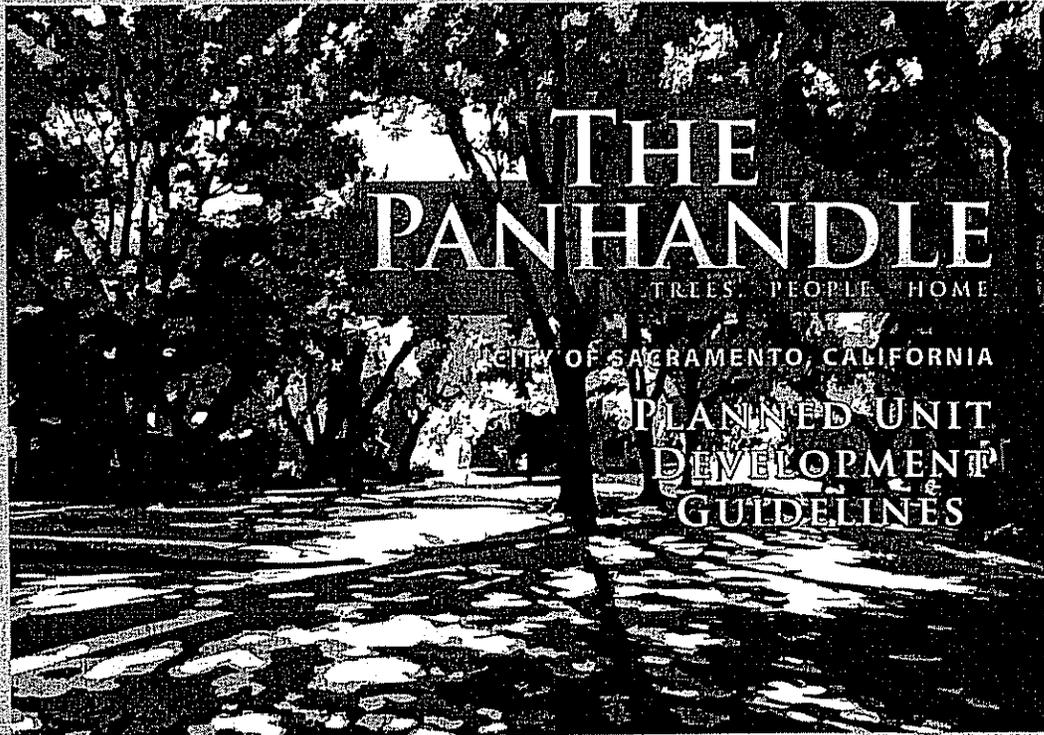


Exhibit B - Panhandle PUD Guidelines Exhibit



Draft  
May 14, 2007

## Introduction

The Panhandle is a new community in the Natomas area developed by Dunmore Homes and Vaquero Land Holdings, Inc. It is a livable prototype for Smart Growth in northern Sacramento. This new community offers approximately 3,000 home choices reflecting a wide range of densities, home types and value all interconnected via a network of open space, trails and parks.

Two distinct commercial/retail opportunities are provided for the use of local and regional residents along with elementary, middle and high schools.

The planning and design of the Panhandle reflects the following five beliefs:

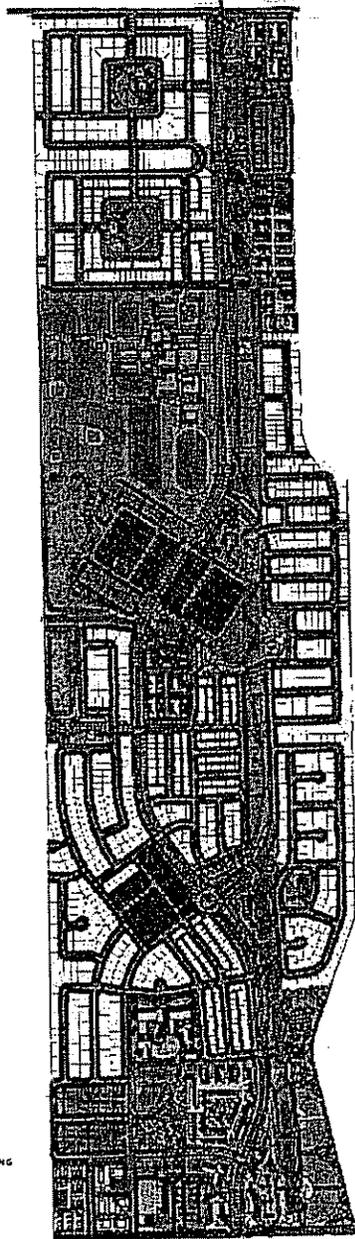
- Every great community has a main street
- Every great community has great parks
- Every great community has a diversity of housing types and range of costs
- Every great community has great neighborhoods
- Every great community has local schools

This community is exceptional. The main street is National Drive, there are eight parks plus the two-mile Niños Parkway trail. Thirteen distinct housing types are available with multiple plans and elevations. Housing options range from large and small lot single family homes to condominiums, apartments, live-work units and mixed use opportunities. Each park is surrounded by a number of distinct neighborhoods with diverse densities. The Panhandle's public schools offer grades K through 12 plus shared facilities from the neighboring Natomas Charter School.

The Panhandle draws its design inspiration from Sacramento's lovely older neighborhoods and venerable parks. Proposed architectural styles interpret the wide range of revival styles found in the older neighborhoods; the parks draw inspiration from the trees and traditions found in Sacramento's beloved Capitol Park.

The following development standards and design guidelines have been created to guide and inform future build-out of the Panhandle in a consistent, coherent and tasteful manner.

SITE ILLUSTRATIVE



LEGEND

-  SFP  
(CITY DISTRICT)
-  VILLAS  
(MEDIUM DENSITY)
-  GREENCORE  
(MEDIUM DENSITY)
-  MULTI-FAMILY HOUSING  
(MEDIUM DENSITY)
-  LIVE/WORK
-  MIXED USE

THE PANHANDLE

TRIES PEOPLE HOME





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**Section 1.0 Overview**

**1.1. Location and Setting**

The Panhandle Planned Unit Development (PUD) project (Panhandle) site is approximately 595 acres in size and is located in the northern part of the City of Sacramento at the northeastern edge of the North Natomas Community Plan (NNCP) area. The Panhandle is bounded on the north by Elkhorn Boulevard, on the west by the existing Northpointe Park subdivisions, on the south by Del Paso Road and on the east by a drainage corridor and Sorento Road. To the north of Elkhorn Boulevard the land is currently an uncultivated agricultural area (see Figure 1).



Figure 1. Panhandle Vicinity and Location Maps.

**1.2. Goals and Objectives**

There are three main areas in the Panhandle (Dunmore South, Dunmore Central and Krumenacher) that correspond to the tentative maps in the PUD. This arrangement of areas and neighborhoods provide a unique opportunity to incorporate a variety of housing types in a highly walkable, pedestrian-friendly community. The Panhandle brings parks, open space, mixed-use, neighborhood commercial and retail opportunities, single-family and multi-family housing into the NNCP area. The following are objectives of the Panhandle PUD:

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- **Smart Growth.** The Panhandle’s development plan creates a distinctive place and adheres to smart growth principles. These guidelines incorporate the principles of the Sacramento Area Council of Governments (SACOG’s) *Blueprint Project* and the Sacramento Tree Foundation’s *Greenprint A Regional Urban Forest Initiative*.
- **Enhanced Mobility.** Internal activity in a community is created and sustained by a network of trails, parks and open spaces. Access to local and regional pedestrian, bicycle, bus and vehicular transportation networks is facilitated through a network of welcoming streets, trails and pathways.
- **Design Excellence.** The Panhandle development plan joins commercial and residential uses with public open spaces, corridors and parks. The Panhandle’s land planning combines an open-space parkway, schools, trails and neighborhood elements within a framework of streets and blocks that generate a sustainable underlying urban form.
- **Healthy Community.** A healthy community is a reflection of sustainable living. Community health is improved in the Panhandle by easy accessibility to outdoor activities. Walking, running and bicycling are encouraged. Shaded streets, a convenient mix of land uses, interspersed parks and both regional- and local-serving trails and bikeways are in the Panhandle.

**1.3. Land Use Plan**

The Panhandle PUD Schematic Plan is summarized in Table 1, and shown as Figure 2 below.

*Table 1. Land Use Summary.*

Planning Area in PUD	Units	Net Acres	Net Density	Tentative Map	PUD Designation	NNCP Plan Designation	Zoning
1	120	5.6	21.4	North	Apartments	High Density Residential	R-3-PUD
2	71	7.1	10.0	North	Villas	Medium Density Residential	R-1A-PUD
3	100	18.0	5.6	North	Detached - 45 x 100	Low Density Residential	R-1A-PUD
4	194	33.4	5.8	North	Detached - 50 x 100	Low Density Residential	R-1A-PUD
5A	53	7.1	7.5	North	Detached - 40 x 80	Low Density Residential	R-1A-PUD
5B	92	13.4	6.9	North	Detached - 45 x 75 Alley	Low Density Residential	R-1A-PUD
6	123	7.5	16.4	North	Condominiums	Medium Density Residential	R-2A-PUD
7	50	11.2	4.5	Grant	Detached - 55 x 95	Low Density Residential	R-1A-PUD
8	133	16.6	8.0	Central	Detached - 40 x 80	Low Density Residential	R-1A-PUD
9	87	3.7	23.5	Central	Apartments	High Density Residential	R-3-PUD



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Planning Area In PUD	Units	Net Acres	Net Density	Tentative Map	PUD Designation	NNCP Plan Designation	Zoning
10	46	3.8	12.1	Central	Villas	Medium Density Residential	R-1A-PUD
11	40	3.3	12.1	Central	Villas	Medium Density Residential	R-1A-PUD
12	88	6.4	13.8	Central	Greencourt	Medium Density Residential	R-1A-PUD
13	99	5.5	18.0	Central	Greencourt	Medium Density Residential	R-2B-PUD
14	105	19.5	5.4	Central	Detached - 55 x 95	Low Density Residential	R-1A-PUD
15	74	4.0	18.5	Central	Mixed Use	Neighborhood Convenience Commercial	C-1-PUD
16	108	4.0	27.0	Central	Apartments	High Density Residential	R-3-PUD
17	33	8.0	4.1	Central	Detached - 60 x 105	Low Density Residential	R-1-PUD
18	109	20.6	5.3	South	Detached - 55 x 95	Low Density Residential	R-1A-PUD
19A	34	4.6	7.4	Central	Detached - 40 x 60 Alley	Low Density Residential	R-1A-PUD
19B	105	11.5	9.1	South	Detached - 40 x 60 Alley	Low Density Residential	R-1A-PUD
20	60	7.8	7.7	South	Detached - 40 x 80	Low Density Residential	R-1A-PUD
21	152	33.5	4.5	South	Detached - 60 x 90 Senior	Low Density Residential	R-1A-PUD
22	28	2.3	12.2	South	Live Work	Neighborhood Convenience Commercial	C-1-PUD
23	111	6.5	17.1	South	Greencourt	Medium Density Residential	R-1A-PUD
24	143	32.9	4.3	South	Detached - 60 x 105	Low Density Residential	R-1-PUD
25	105	11.7	9.0	South	Detached - 40 x 60 Alley	Low Density Residential	R-1A-PUD
26	159	9.9	16.1	South	Condominiums	Medium Density Residential	R-2A-PUD
27	120	10.3	11.7	South	Villas	Medium Density Residential	R-1A-PUD
28	150	4.7	31.9	South	Apartments	High Density Residential	R-3A-PUD
29	150	4.8	31.3	South	Apartments/Age-Restricted	High Density Residential	R-3A-PUD
30	33	11.4		South	Commercial	Village Commercial	C-2-PUD

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Planning Area In PUD	Units	Net Acres	Net Density	Tentative Map	PUD Designation	NNCP Plan Designation	Zoning
31	0	5.3		South	Commercial	Village Commercial	C-2-PUD
32		3.4		North	Park	Parks/Open Space	A-OS-PUD
33		2.4		North	Park	Parks/Open Space	A-OS-PUD
34		3.9		North	Park	Parks/Open Space	A-OS-PUD
35		0.4		Central	Park	Parks/Open Space	A-OS-PUD
36		2.0		Central	Park	Parks/Open Space	A-OS-PUD
37		3.1		Central	Park	Parks/Open Space	A-OS-PUD
38		4.4		South	Park	Parks/Open Space	A-OS-PUD
39		-		-	UNASSIGNED	-	-
40		7.4		South	Park	Parks/Open Space	A-OS-PUD
41		13.7		South	Park	Parks/Open Space	A-OS-PUD
42		14.1		Central	Open Space/ Detention	Parks/Open Space	A-OS-PUD
43		5.4		Central	Open Space/ Detention	Parks/Open Space	A-OS-PUD
44		9.8		North	Open Space Parkway	Parks/Open Space	A-OS-PUD
45		6.1		Grant	Open Space Parkway	Parks/Open Space	A-OS-PUD
46		9.4		Central	Open Space Parkway	Parks/Open Space	A-OS-PUD
47		4.5		South	Open Space Parkway	Parks/Open Space	A-OS-PUD
48		14.1		South	Open Space Parkway	Parks/Open Space	A-OS-PUD
49		6.7		North	Right of Way - Elkhorn	Right of Way	
50		6.0		North	Right of Way - National	Right of Way	
51		4.5		Grant	Right of Way - National	Right of Way	
52		5.8		Central	Right of Way - National	Right of Way	
53		12.2		South	Right of Way - National	Right of Way	
54		3.6		South	Right of Way - Del Paso	Right of Way	



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Planning Area in PUD	Units	Net Acres	Net Density	Tentative Map	PUD Designation	NNCP Plan Designation	Zoning
70		6.5		North	HS/MS Expansion	General Public Facilities	R-1-PUD
71		46.3		Grant	High School/ Middle School	General Public Facilities	R-1-PUD
72		7.5		Central	HS/MS Expansion	General Public Facilities	R-1-PUD
73		8.0		South	Elementary School	General Public Facilities	R-1-PUD