

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 such notice of non-compliance on such Lender concurrently with service thereof to LANDOWNER.

8.3 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 any areas of non-compliance set forth in CITY's written default notice. Following expiration of the cure period pursuant to Section 7.5.5, Lender shall have an additional ninety (90) days in which to cure or remedy such default or claimed noncompliance. 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 under the terms of an Assignment Agreement.

8.4 Other CITY Notices. A copy of all notices given by CITY pursuant to the terms of this Agreement shall be sent to Lender at the address provided herein.

8.5 Estoppel Certificates. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this 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 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, including Lenders. An estoppel 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 Party requesting the certificate.

[The remainder of this page intentionally left blank]

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ORDINANCE NO.

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9.0 MISCELLANEOUS PROVISIONS

9.1 **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. Each Party is acting as an independent entity and not as an agent of the other in any respect. No relationship exists as between CITY and LANDOWNER other than that of a governmental entity regulating the development of private property, and the owner of such private property.

9.2 **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 successors in interest, 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: S. Thomas Enterprises of Sacramento, LLC
431 I Street, Suite 202
Sacramento, California 95814
ATTN: Suheil J. Totah

with copies to:

Meyers Nave Riback Silver & Wilson, PLC
555 12th Street, Suite 1500
Oakland, California 94607
ATTN: Steven R. Meyers

Cushing, Morris, Armbruster & Montgomery, LLP
229 Peachtree Street, NE
Suite 2110, International Tower
Atlanta, Georgia 30303
ATTN: Jeffrey F. Montgomery

FOR CITY CLERK USE ONLY

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Notice to Lender: IA Sacramento, LLC
2901 Butterfield Road
Oak Brook, Illinois 60523

With a copy to:

Inland Real Estate Group
2901 Butterfield Road
Oak Brook, Illinois 60523

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.

9.3 Integrated Documents/Entire Agreement. This Agreement, the Exhibits and the documents incorporated by reference in this Agreement or in the Exhibits are to be considered as one document and default of any of the provisions contained herein or therein shall be considered a default of this Agreement. This Agreement, including the Exhibits and documents incorporated herein by reference, integrates all of the terms and conditions related or incidental to its subject matter and constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. Notwithstanding any references made in this Agreement, this Agreement does not incorporate by reference, for the purpose of becoming part of this Agreement, or supersede the following other existing agreements between the Parties or between LANDOWNER and CITY or Agency: Purchase and Sale Agreement, Track Relocation Agreement, Tri-Party MOU, or Owner Participation Agreement.

9.4 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 as provided in Section 2.4. If any provision of this Agreement is held invalid, void or unenforceable and the remainder of the Agreement cannot be enforced without failure of material consideration to any Party, either Party shall have the right, in its sole discretion, to terminate this Agreement for its convenience upon providing written notice of such termination to the other Party and specifying the effective date thereof. In the event either Party so elects to terminate this Agreement, such election shall not affect in any manner the terms and conditions of any entitlement granted by CITY with respect to the Property, any portion thereof, prior to the termination date, except as provided in Section 7.9.

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CITY AGREEMENT NO. _____

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9.5 **Precedence.** If any direct conflict or inconsistency arises between this Agreement and the Land Use and Development Regulations, or between this Agreement and a Subsequent Rule, the provision of this Agreement shall have precedence and shall control over the conflicting or inconsistent provisions of the Land Use and Development Regulations or the Subsequent Rule, except as provided in Section 3.4.

9.6 **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 the Effective Date. If the Sacramento County Recorder refuses to record any Exhibit, the City Clerk may replace it with a single sheet bearing the Exhibit identification letter, title of the Exhibit, the reason it is not being recorded, and that the original Exhibit, certified by the City Clerk, is in the possession of the City Clerk and will be reattached to the original when it is returned by the Sacramento County Recorder to the City Clerk.

9.7 **Referendum.** CITY shall not submit the Adopting Ordinance to a referendum by action of the City Council on its own motion without LANDOWNER's written consent. This Agreement shall not become effective if a referendum petition is filed challenging the validity of the Adopting Ordinance. If the Adopting Ordinance is the subject of a referendum, LANDOWNER shall have the right to terminate this Agreement for its convenience by providing written notice to CITY as provide in Section 9.2 no later than thirty (30) days after the referendum petition is certified as valid by the County elections officer, or such later time as allowed in writing by the City Manager. The Parties' obligation to perform under this Agreement shall be suspended pending the outcome of any such the referendum election.

9.8 **Construction.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve its objectives and purposes of the Parties. All Parties have had the opportunity to be represented by legal counsel of their own choice in the preparation of this 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, and shall be disregarded in the construction and interpretation of this Agreement.

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

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9.10 **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

9.11 **No Third Parties Benefited.** This Agreement is made and entered into for the sole protection and benefit of Parties, the Parties' successors and Assignees, and Lenders. No Person who is not a Lender, or a qualified successor of a Party or an Assignee pursuant to Sections 2.7 and 8.1.3 of this Agreement, or who has not become a party by duly adopted amendment to this Agreement, may claim the benefit of any provision of this Agreement.

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

9.13 **Survivorship.** The LANDOWNER's obligations arising under this Agreement pertaining to indemnity and attorneys fees as set out in Sections 2.8.5, 2.9, 5.6, 6.10, 6.12, 7.1.2.3, 7.1.3.1 and 7.4 and LANDOWNER's rights regarding approved entitlements as set out in Section 7.9 shall survive the expiration, termination or cancellation of this Agreement.

9.14 **Covenant of Good Faith and Cooperation.** CITY and LANDOWNER agree that each of them shall at all times act in good faith and to cooperate with one another in order to carry out the terms of this Agreement. Any information which is readily available and required by one Party from the other Party in order to carry out that Party's obligations under this Agreement shall be provided to that Party within a reasonable period of time and at no cost.

9.15 **Prior Agreements.** Excluding the Purchase and Sale Agreement, Track Relocation Agreement and the Tri-Party MOU, there are no oral or written representations, understandings, undertakings or agreements between the Parties related to Development of the Property that are not contained in or expressly referred to in this Agreement. Excluding the Purchase and Sale Agreement, Track Relocation Agreement and the Tri-Party MOU, any such representations, understandings, undertakings or agreements are superseded by this Agreement. No evidence of any

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such representations, understandings, undertakings and agreements shall be admissible in any proceeding of any kind or nature related to the terms and conditions of this Agreement, its interpretation or default. Except as provided in this Section 9.15, this Agreement is specifically intended by the Parties to supersede all other prior written or oral agreements, if any, for the Development of the Property which may exist between CITY and LANDOWNER, including in particular the Millennia MOU and the City Deal Points MOU. In the event a dispute arises regarding the interpretation of this Agreement, the Parties may refer to the Millennia MOU or the City Deal Points MOU for the sole purpose of interpreting an ambiguity in this Agreement. The provisions of Sections 2.8.5, 2.9, 5.6, 6.10, 6.12, 7.1.2.3 and 7.1.3.1 of this Agreement relating to indemnification and defense of CITY by LANDOWNER shall be applicable to any claim whatsoever against CITY by an Assignee or a third party arising out of or in any way relating to any prior, existing or future agreement between the Parties, or between LANDOWNER and City Agency, relating to the Development of the Property, including, without limitation, the Purchase and Sale Agreement, Track Relocation Agreement, Tri-Party MOU, Millennia MOU, City Deal Points MOU, Sacramento City Unified School Mitigation Agreement, Proposition 1C Agreement, and the Owner Participation Agreement.

9.16 Power of Eminent Domain. It is understood that LANDOWNER may be required by CITY to utilize good faith efforts to acquire certain parcels and land and rights-of-way which are not currently owned by LANDOWNER and necessary to construct the Public Facilities as required by CITY to serve the Project. Should it become necessary due to LANDOWNER's failure to acquire such lands and rights-of-way, the CITY shall negotiate the purchase of the needed land and rights of way to allow LANDOWNER or CITY to construct the Public Facilities that are required to be constructed by LANDOWNER or CITY to serve the Project under this Agreement. If necessary, in accordance with the procedures established by State law, CITY may use its power of eminent domain to condemn such lands and rights-of-way. LANDOWNER shall pay for CITY's costs associated with CITY's acquisition and condemnation proceedings unless such costs are paid through a Public Financing Mechanism or Development Fee. If CITY is unable or prevented from acquiring or condemning the necessary land and rights-of-way to enable LANDOWNER or CITY to construct the Public Facilities required under this Agreement, then the Parties will meet to negotiate the terms of an amendment to this Agreement, including, without limitation, changes to the Project Entitlements and LANDOWNER's Vested Rights. Nothing in this Section 9.16 is intended or shall be deemed to constitute a determination or resolution of necessity by CITY to initiate condemnation proceedings, and nothing in this Section 9.16 or in this Agreement is intended or shall be construed to constitute a prohibition

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against CITY or City Agency to exercise its power of eminent domain to condemn LANDOWNER's Property.

9.17 **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.

9.18 **Authority.** Each of the signatories to this Agreement represent that he or she is authorized to sign the Agreement on behalf of such Party, all approvals, ordinances and consents which must be obtained to bind such Party have been obtained, no further approvals, acts or consents are required to bind such Party to this Agreement, and he or she is signing to guarantee the performance of such Party's obligations under this Agreement.

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DATE ADOPTED: _____

IN WITNESS WHEREOF, the CITY and LANDOWNER have executed this Agreement as of the dates set forth below.

CITY:

CITY OF SACRAMENTO,
a Municipal Corporation

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LANDOWNER:

S. THOMAS ENTERPRISES OF SACRAMENTO, LLC,
a Delaware Limited Liability Company

By: _____
Bruce Williams
Chief Operating Officer

Date: _____

(ATTACH NOTARY ACKNOWLEDGMENTS)

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CITY AGREEMENT NO. _____

DATE ADOPTED: _____

EXECUTION PAGE FOR LENDER

IA Sacramento, LLC, a Delaware limited liability company (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, Security Agreement and Fixture Filing dated April 26, 2007, and recorded on April 27, 2007, as Instrument _____, in Book 20070427, Page 362, Official Records, Sacramento County, California, and that certain Assignment of Leases and Rents dated April 26, 2007, and recorded on April 27, 2007, in Book 20070427, Page 366, Official Records, Sacramento County, California.

LENDER hereby executes this Agreement and agrees that the Property shall be bound by the terms and conditions hereof, subject to the limitations set forth in Section 8.1. Nothing herein shall be deemed to modify the terms of the loan documents between Lender and LANDOWNER.

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:

IA Sacramento, LLC
2901 Butterfield Road
Oak Brook, Illinois 60523
Attn: _____

with a copy to:

Inland Real Estate Group
2901 Butterfield Road
Oak Brook, Illinois 60523
Attn: _____

LENDER:

By: _____

Name: _____

Title: _____

Dated: _____

(ATTACH APPROPRIATE ACKNOWLEDGMENT)

FOR CITY CLERK USE ONLY

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DATE ADOPTED: _____

EXHIBIT A

**DESCRIPTION OF LANDOWNER'S
PROPERTY**

THE PROPERTY CONSISTS OF PARCELS OF LAND DESIGNATED AS THE FOLLOWING ASSESSOR PARCELS NOS.:

- Parcel A - 002-0010-044-0000
- Parcel B - 002-0010-046-0000
- Parcel D - 002-0010-049-0000
- Parcel 1 - 002-0010-047-0000
- Parcel 2 - 002-0010-051-0000

THE PROPERTY IS LOCATED WITHIN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A-1 ATTACHED, WHICH IS INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE.

NOTE: UPON RECORDATION OF THE FINAL MASTER PARCEL MAP FOR THE PROJECT, THE PARTIES AGREE THAT EXHIBIT A-1 WILL BE REPLACED BY THE SAID MAP, WITHOUT THE NEED FOR AN AMENDMENT OF THIS AGREEMENT.

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EXHIBIT A -1

PROPERTY LEGAL DESCRIPTION

All that property located in the City of Sacramento, County of Sacramento described as follows:

Parcels 1 and 2 in the certificate of compliance recorded January 31, 2007 in Book 20070131, Page 2410, and parcels B and D in the certificate of compliance recorded, December 28, 2006 in Book 20061228, Page 1681.

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DATE ADOPTED: _____

EXHIBIT B

PROJECT DEVELOPMENT PLAN

SEE ATTACHED DOCUMENTS LABELLED AS FOLLOWS.

SPECIFIC PLAN LAND USE MAPS	EXHIBIT B-1
EIR ANALYSIS SCENARIO	EXHIBIT B-2
INITIAL PHASE DEVELOPMENT PLAN	EXHIBIT B-3
PHASING PLAN	EXHIBIT B-4
ROADWAY AND PARKING PHASING PLAN	EXHIBIT B-5

NOTE: ANY CHANGES TO THE TERMS AND CONDITIONS OF THE ATTACHED MAPS AND PLANS REQUIRES AN AMENDMENT TO THIS AGREEMENT TO BECOME EFFECTIVE, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT.

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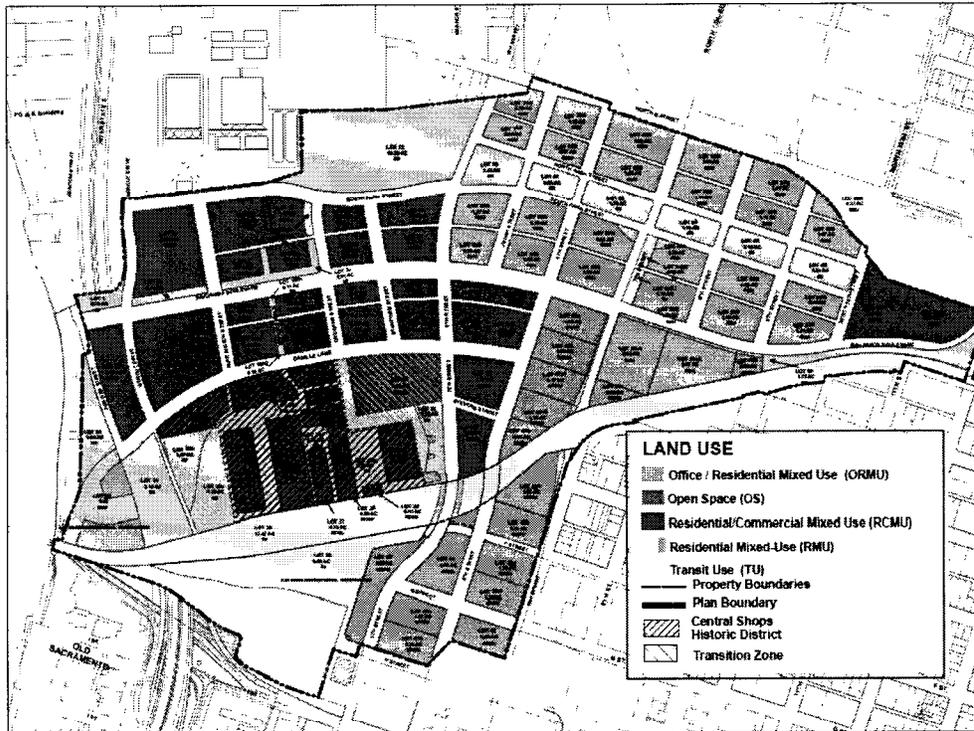
EXHIBIT B-1
SPECIFIC PLAN LAND USE MAPS
SEE ATTACHED

FOR CITY CLERK USE ONLY

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RAILYARDS

THOMAS ENTERPRISES, INC.
NOLTE



LAND USE PLAN
November 13, 2007

P-1.01

FOR CITY CLERK USE ONLY

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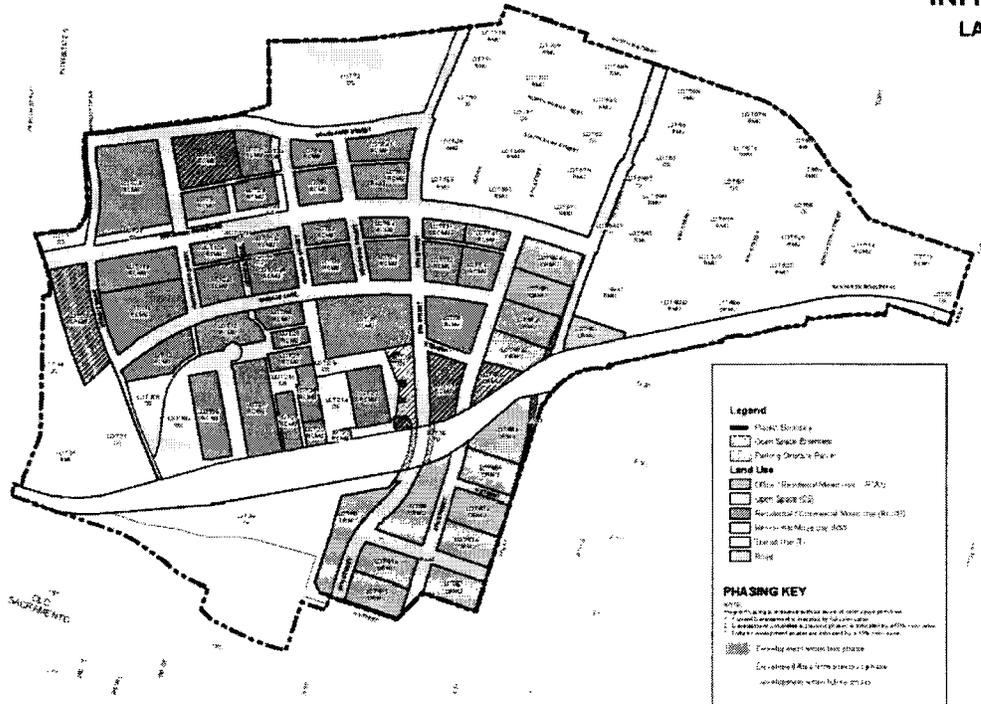
DATE ADOPTED: _____

INITIAL PHASE

LAND USE PLAN

Illustrative Exhibit

April 19, 2007



Railyards Development Agreement Exhibits

Revision Date: 12-11-07

FOR CITY CLERK USE ONLY

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DATE ADOPTED: _____

EXHIBIT B-2
EIR ANALYSIS SCENARIO
(FROM EIR APPENDIX C)
SEE ATTACHED

FOR CITY CLERK USE ONLY

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DATE ADOPTED: _____

THE RAILYARDS		Land Use Distribution and Deposits - Preferred Plan		Residential		Retail		Mixed-Use 2nd Level on Canals		Hotel		Office		Historical		Open Space	
Parcel	Land Use	Density	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area
48	4.87 AC	R1U	650 DU	153,000 SF													
49	0.73 AC	ORAU															
50	1.09 AC	ORAU															
51	1.75 AC	OS															
52	4.70 AC	R1U	650 DU	153,000 SF													
53	0.49 AC	R1U	107 DU	26,700 SF													
54	1.30 AC	R1U	300 DU	75,000 SF													
55	1.38 AC	R1U	341 DU	85,000 SF													
56	1.38 AC	R1U	341 DU	85,000 SF													
57	1.38 AC	R1U	341 DU	85,000 SF													
58	1.38 AC	R1U	341 DU	85,000 SF													
59	1.38 AC	R1U	341 DU	85,000 SF													
60	1.38 AC	R1U	341 DU	85,000 SF													
61	0.12 AC	OS															
62	0.12 AC	OS															
63	0.37 AC	OS															
64	0.39 AC	OS															
65	0.82 AC	OS															
66	0.33 AC	R1U	82 DU	20,500 SF													
67	1.07 AC	R1U	263 DU	65,750 SF													
68	1.27 AC	R1U	318 DU	79,500 SF													
69	1.12 AC	R1U	281 DU	70,250 SF													
70	1.48 AC	R1U	370 DU	92,500 SF													
71	1.57 AC	R1U	393 DU	98,250 SF													
72	1.48 AC	R1U	370 DU	92,500 SF													
73	1.94 AC	R1U	489 DU	122,250 SF													
74	1.21 AC	R1U	303 DU	75,750 SF													
75	1.30 AC	R1U	325 DU	81,250 SF													
76	0.88 AC	R1U	220 DU	55,000 SF													
77	0.77 AC	R1U	193 DU	48,250 SF													
78	0.84 AC	R1U	210 DU	52,500 SF													
79	10.37 AC	OS															
TOTAL	180.38 AC		12,107 DU	3,044,000 SF	1,304,000 SF	491,000 SF	1,100 Uys	2,327,200 SF	465,300 SF	0 SF							
Notes	68-70	AC															
71-73	AC																
74-76	AC																
77-79	AC																
80-82	AC																
83-85	AC																
86-88	AC																
89-91	AC																
92-94	AC																
95-97	AC																
98-100	AC																
TOTAL	180.38 AC																

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DATE ADOPTED: _____

THE RAILYARDS										
Land Use Distribution										
Phasing Scenario ^[1]										
Phase	Parcel #	AC	Land Use	Res ^[2] DU	Retail SF	Mix Use [3] SF	Hotel [2] KYS	Office [2] SF	Historic Cultural SF	Open Space AC
Phase 1A	1	0.75	OS							0.75
	2	4.31	RRMU		200,000					
	3a	2.84	RRMU							
	3b	18.78	TU							
	41	2.43	ORMU	166	85,000			192,000		
	42	1.19	ORMU	273	6,200			300,000		
	Subtotal 1A	28.30	Max Min	433 0	291,200 291,200	0 0	0 0	492,000 0	0 0	0 0
Phase 1B	8a	0.61	RRMU	22	27,000	27,000				
	8b	1.22	RRMU	48	33,000	38,000				
	9a	0.60	RRMU	44	28,000	28,000				
	9b	1.27	RRMU	48	34,000	38,000				
	10a	3.88	RRMU	106	116,000	85,000				
	10b	0.57	OS							0.57
	11a	4.42	RRMU		223,000					
	11b	0.27	OS							0.27
	12	1.17	RRMU		71,000	43,000				
	13a	0.11	RRMU		5,500					
	13b	0.23	RRMU		8,000					
	13c	0.12	RRMU		5,600					
	13d	0.60	OS							0.60
	14	0.62	RRMU		13,000			100		
	15a	3.33	RRMU	72	65,500	40,000			100,000	
	15b	0.05	OS							0.05
	17	1.48	RRMU							
	18a	1.05	OS							1.05
	18b	0.25	RRMU		38,500					
	20	1.30	RRMU						56,276	
	21	5.30	OS							5.30
	22	0.15	RRMU						6,500	
	23	0.34	RRMU						22,500	
	24	0.73	RRMU						42,028	
	25	0.63	RRMU						38,711	
	26	0.33	RRMU						28,800	
	27	0.85	RRMU						28,943	
	28	2.24	RRMU						93,134	
	29	1.67	RRMU						68,688	
	30a	5.07	OS							5.07
	30b	1.36	OS							1.36
31a	2.66	OS							2.66	
31b	0.32	OS							0.32	
33	2.62	RRMU								
45	0.33	OS							0.33	
47b	0.78	RRMU								
49b	0.73	ORMU								
49c	1.00	ORMU								
Subtotal 1B	48.96	Max Min	340 340	664,100 664,100	277,000 277,000	100 100	0 0	485,390 485,390	17.57 17.57	
Phase 1 Cumulative			Res	Retail	Mixed L2	Hotel	Office	Historic	OS	
Subtotal	78.25	Max	773	955,300	277,000	100	492,000	485,390	18.32	
Phase 1		Min	340	955,300	277,000	100	0	485,390	18.32	

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DATE ADOPTED: _____

THE RAILYARDS										
Land Use Distribution										
April 6, 2007										
Phasing Scenario [1]										
Phase	Parcel #	AC	Land Use	Res [2] DU	Retail SF	Mix Use [3] SF	Hotel [2] KYS	Office [2] SF	Historic Cultural SF	Open Space AC
Phase 2	3b	0.13	OS							0.13
	3c	0.83	RRMU				500			
	3d	0.73	RRMU	166	28,000	32,000				
	3e	0.67	OS							0.67
	3f	0.26	RRMU	140						
	5a	1.14	RRMU	104						
	5b	0.88	RRMU	80	27,000	29,000				
	6a	1.23	RRMU	242						
	6b	1.07	RRMU	100	43,000	47,000				0.15
	6c	0.15	OS							
	7a	2.08	RRMU	166	18,000	16,000				
	7b	1.19	RRMU	108	54,000	56,000				
	7c	0.03	OS							0.03
	16a	1.67	RRMU	236	28,000	30,000				
	16b	0.07	OS							0.07
	40	1.93	ORMU	98	36,000			118,200		
	43	2.56	ORMU	458	12,000			500,000		
	44	1.96	ORMU	227	15,500			250,000		
	46	2.88	ORMU	164				180,000		
				Res	Retail	Mixed L2	Hotel	Office	Historic	OS
	Subtotal	21.42	Max	2,305	264,500	214,000	500	1,045,200	0	1.05
	Phase 2		Min	1,364	264,500	214,000	500	0	0	1.05
Project Area Cumulative										
	Subtotal	99.67	Max	3,078	1,219,800	491,000	600	1,537,200	485,390	19.37
	Project Area		Min	1,704	1,219,800	491,000	600	0	485,390	19.37
Phase 3	34	1.26	OS							1.26
	35	4.00	RMU	906	15,000		500			
	36	15.34	TU							3.13
	47a	2.21	ORMU	273				300,000		
	48	2.56	ORMU	455				500,000		
	50	1.26	OS							1.26
	57a	0.12	OS							0.12
	57N	1.24	RMU	250	15,000					
	57S	1.38	RMU	415	10,000					
	58N	1.17	RMU	125						
	56S	1.15	RMU	345						
	58N	1.27	RMU	135						
	59S	1.11	RMU	333						
	60	1.12	OS							1.12
	61	0.71	OS							0.71
	62	0.92	OS							0.92
	69N	1.64	RMU	480						
	69S	1.21	RMU	135						
	70N	1.10	RMU	330						
	70S	0.88	RMU	110						
	71N	0.77	RMU	200						
	71S	0.84	RMU	100						
	72	10.37	OS							10.37
				Res	Retail	Mixed L2	Hotel	Office	Historic	OS
	Subtotal	53.63	Max	4,585	40,000	0	500	800,000	0	18.89
	Phase 3		Min	3,858	40,000	0	500	0	0	18.89

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THE RAILYARDS										
Land Use Distribution										April 5, 2007
Phasing Scenario [1]										
Phase	Parcel #	AC	Land Use	Res [2] DU	Retail SF	Mix Use [3] SF	Hotel [2] KYS	Office [2] SF	Historic Cultural SF	Open Space AC
Phase 4										
	48a	4.87	RMU	650	60,000					
	51	4.70	RMU	650	60,000					
	52N	0.88	RMU	105						
	52S	1.30	RMU	390						
	53N	1.38	RMU	150						
	53S	1.49	RMU	445						
	54N	1.35	RMU	275	15,000					
	54S	1.68	RMU	500	10,000					
	64a	0.12	OS							0.12
	63	0.97	OS							0.97
	64	0.89	OS							0.89
	65	0.92	OS							0.92
	66N	0.33	RMU	35						
	66S	1.07	RMU	115						
	67N	1.27	RMU	385						
	67S	1.12	RMU	178						
	68N	1.48	RMU	430						
	68S	1.17	RMU	130						
				Res	Retail	Mixed L2	Hotel	Office	Historic	OS
	Subtotal	27.09	Max	4,438	125,000	0	0	0	0	2.90
	Phase 3		Min	4,438	125,000	0	0	0	0	2.90
Total Railyards										
	Total	180.39	Max	12,101	1,384,800	491,000	1,100	2,337,200	485,390	41.16
			Min	10,000	1,384,800	491,000	1,100	0	485,390	41.16
[1]	This exercise represents one possible buildout scenario based on reasonable assumptions of market demand. Actual development sequence will be determined by market conditions.									
[2]	Bolted values indicate that Parcel may be housing OR office OR hotel OR combinations thereof within the building envelope defined in the Specific Plan.									
[3]	Second level mixed-use commercial space fronting Camille Lane may be retail, office, housing or educational use.									

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EXHIBIT B-3
INITIAL PHASE DEVELOPMENT PLAN
SEE ATTACHED

FOR CITY CLERK USE ONLY

CITY AGREEMENT NO. _____

ORDINANCE NO. _____

DATE ADOPTED: _____

**INITIAL PHASE DEVELOPMENT PLAN
(EIR Development Scenario and November 3, 2007 Phasing Plan)**

Plan Parcel	Phase	Parcel Size (Acres)	Dwelling Units/Acre	Total Units	Retail/Historic (Sq. Ft.)	Mixed Use (Sq. Ft.)	Office (Sq. Ft.)	Hotel (Rooms)
2a	1A	4.06			200,000			
41a	1A	1.21	66	80*	42,500		96,000*	
41b	1A	1.21	66	80*	42,500		96,000*	
42	1A	1.17	223	273*	6,200		300,000*	
Year 2008-2010 PHASE 1A TOTAL:				433*	291,200	0	492,000*	0
8b	1B.1	1.17	41	48	33,000	38,000		
9b	1B.1	1.14	38	48	34,000	38,000		
10a3	1B.1	1.20	29	35	40,000	33,000		
10a4	1B.1	1.21	29	35	40,000	32,000		
11a	1B.1	1.86			90,000			
11b	1B.1	2.73			133,000			
12	1B.1	1.34			71,000	43,000		
13	1B.1	1.36			17,100			
14	1B.1	0.79			13,000			100
15	1B.1	3.58	20	72	165,500	40,000		
18	1B.1	1.23			38,500			
20	1B.1	1.41	(1 historic bldg)		56,278			
22	1B.1	0.15			6,500			
23	1B.1	0.36			22,500			
Year 2010-2015 Phase 1B.1 Subtotal:				238	799,089	224,000	0	100
3c	1B.2	0.89						500
3d	1B.2	0.81	207	168	28,000	32,000		
5b	1B.2	1.02	78	80	27,000	29,000		
6b	1B.2	1.27	79	100	43,000	47,000		
7b1	1B.2	0.57	63	36	18,000	19,000		
7b2	1B.2	1.02	71	72	36,000	39,000		
8a	1B.2	0.62	35	22	27,000	27,000		
9a	1B.2	0.67	66	44	26,000	26,000		
10a1	1B.2	0.69	26	18	18,000			
10a2	1B.2	0.71	25	18	18,000			
16	1B.2	1.79	132	236	28,000	30,000		

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Plan Parcel	Phase	Parcel Size (Acres)	Dwelling Units/Acre	Total Units	Retail/ Historic (Sq. Ft.)	Mixed Use (Sq. Ft.)	Office (Sq. Ft.)	Hotel (Rooms)
25	1B.2	0.56	(1 historic bldg)		42,028			
26	1B.2	0.39	(1 historic bldg)		28,500			
Year 2010-2015 Phase 1B2 Subtotal:				794	339,528	249,000	0	500
Year 2010-2015 PHASE 1B TOTAL:				1,032	1,138,617	473,000	0	600
3f	2	1.05	133	140				
5a	2	0.79	132	104				
6a	2	1.20	202	242				
7a1	2	0.58	107	62	6,000	6,000		
7a2	2	1.04	119	124	12,000	12,000		
27	2	0.73	(1 historic bldg)		28,043			
28	2	2.27	(1 historic bldg)		93,134			
29	2	1.81	(1 historic bldg)		69,696			
40	2	1.89	51	96*	38,000		115,200*	
43a	2	1.31	173	227*	6,000		250,000*	
43b	2	1.28	178	228*	6,000		250,000*	
44	2	1.96	116	227*	16,500		250,000*	
46a	2	1.84	45	82*			90,000*	
46b	2	1.32	62	82*			90,000*	
Year 2015-2020 PHASE 2 TOTAL:				1,614*	275,373	18,000	1,045,200	0
INITIAL PHASE (1A, 1B, 2) TOTAL:				3,079	1,705,190	491,000	1,537,200	600

* Flexible Mixed Use parcels (also referred to as General Mixed Use). Either residential or office or a combination of uses would apply.

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EXHIBIT B-4
PHASING PLAN
SEE ATTACHED

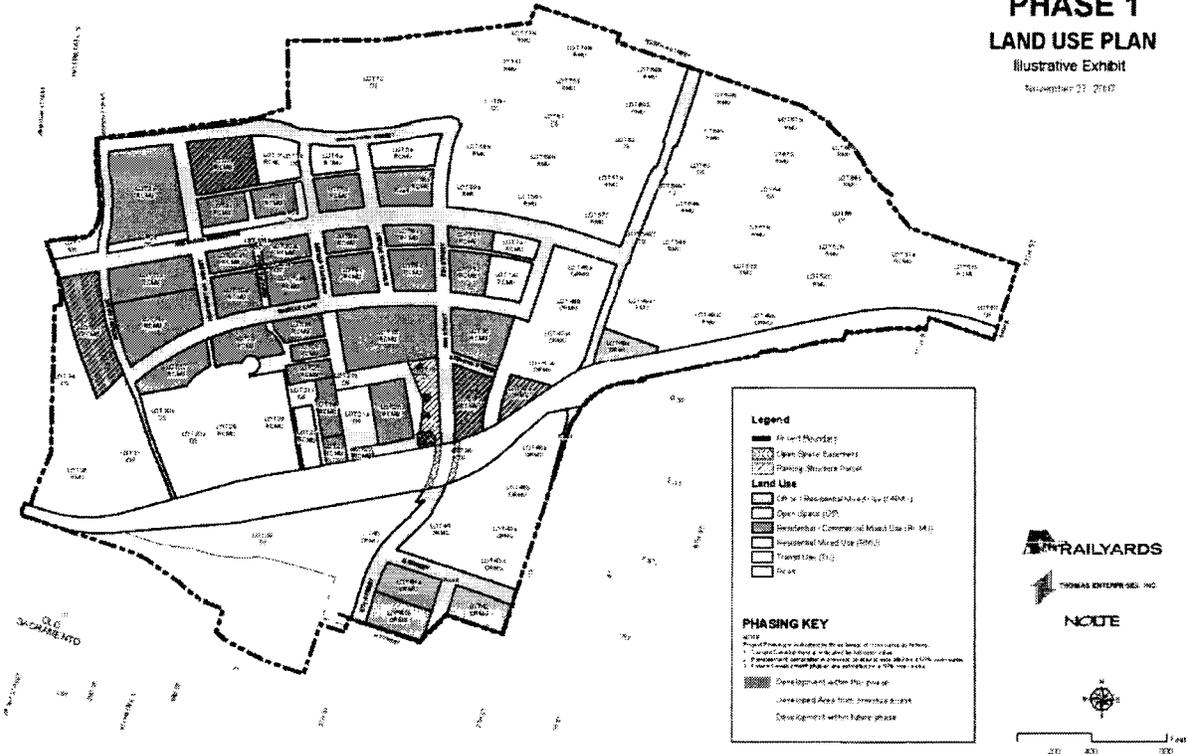
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ORDINANCE NO. _____

DATE ADOPTED: _____

**PHASE 1
LAND USE PLAN**
Illustrative Exhibit
November 22, 2010



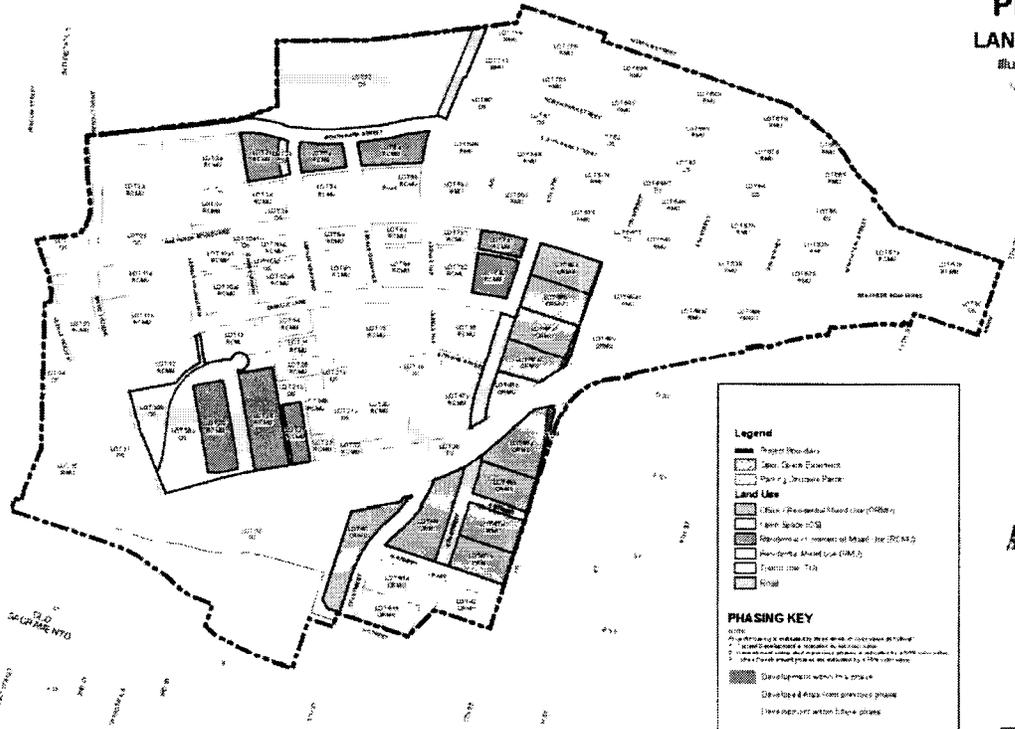
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DATE ADOPTED: _____

**PHASE 2
LAND USE PLAN**
Illustrative Exhibit
November 1, 2009



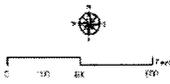
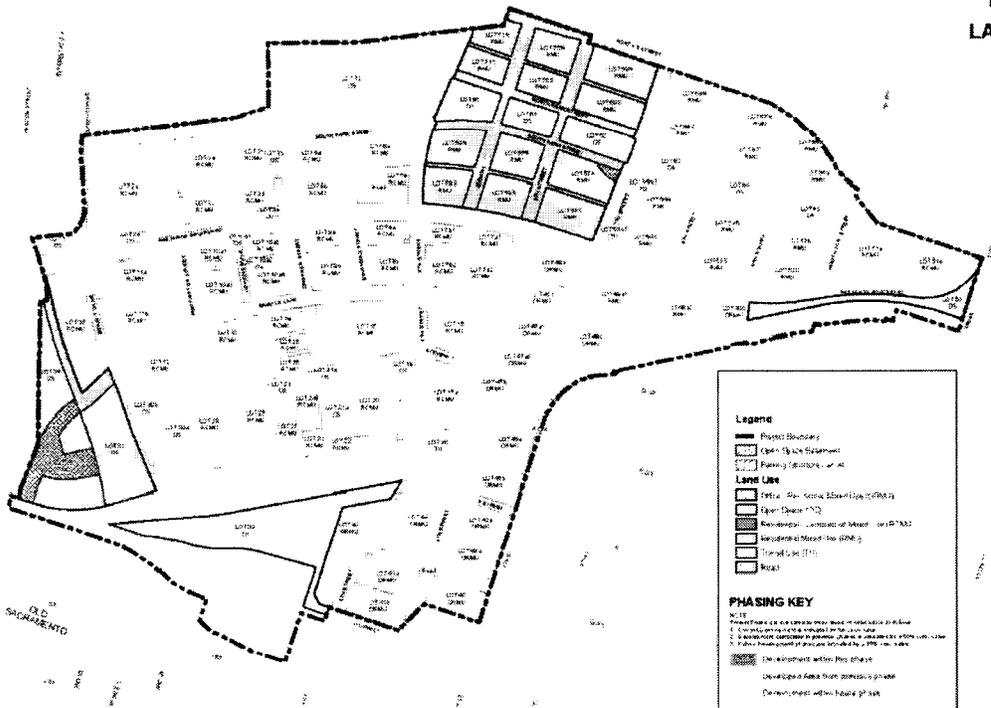
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DATE ADOPTED: _____

**PHASE 3
LAND USE PLAN**
Illustrative Exhibit
November 27, 2007



FOR CITY CLERK USE ONLY

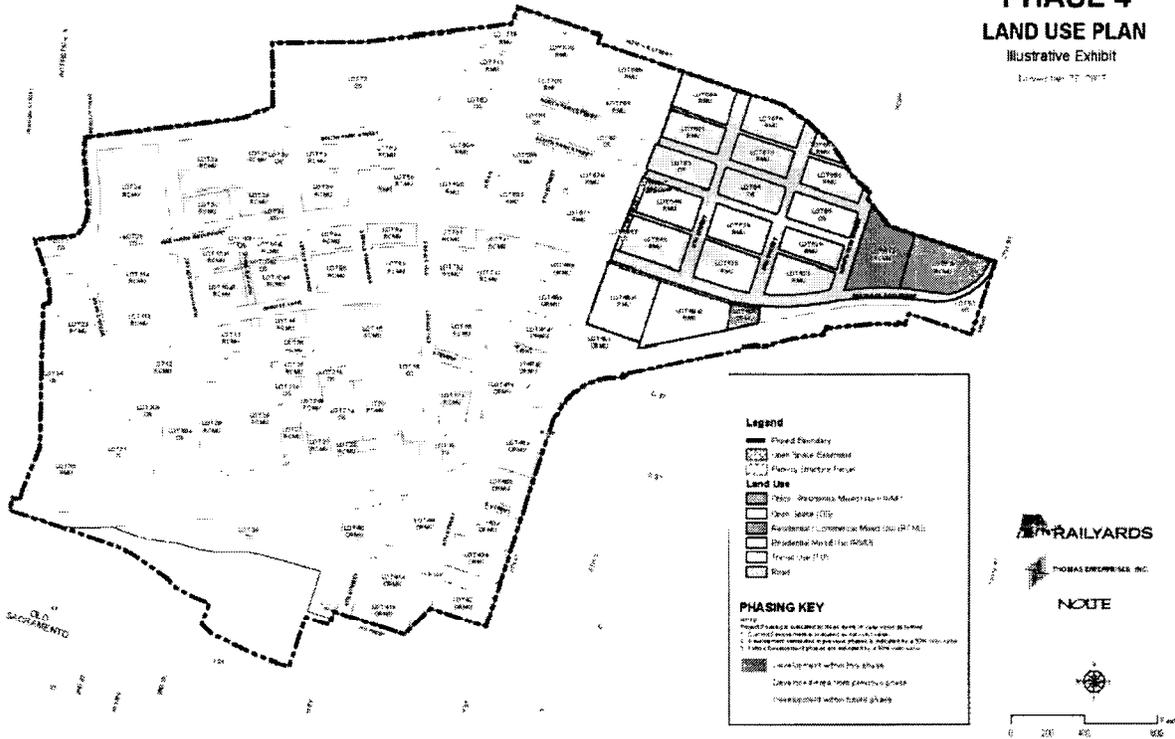
ORDINANCE NO. _____

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DATE ADOPTED: _____

**PHASE 4
LAND USE PLAN**
Illustrative Exhibit

Exhibit 12-11-07



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DATE ADOPTED: _____

EXHIBIT B-5
ROADWAY AND PARKING PHASING PLAN

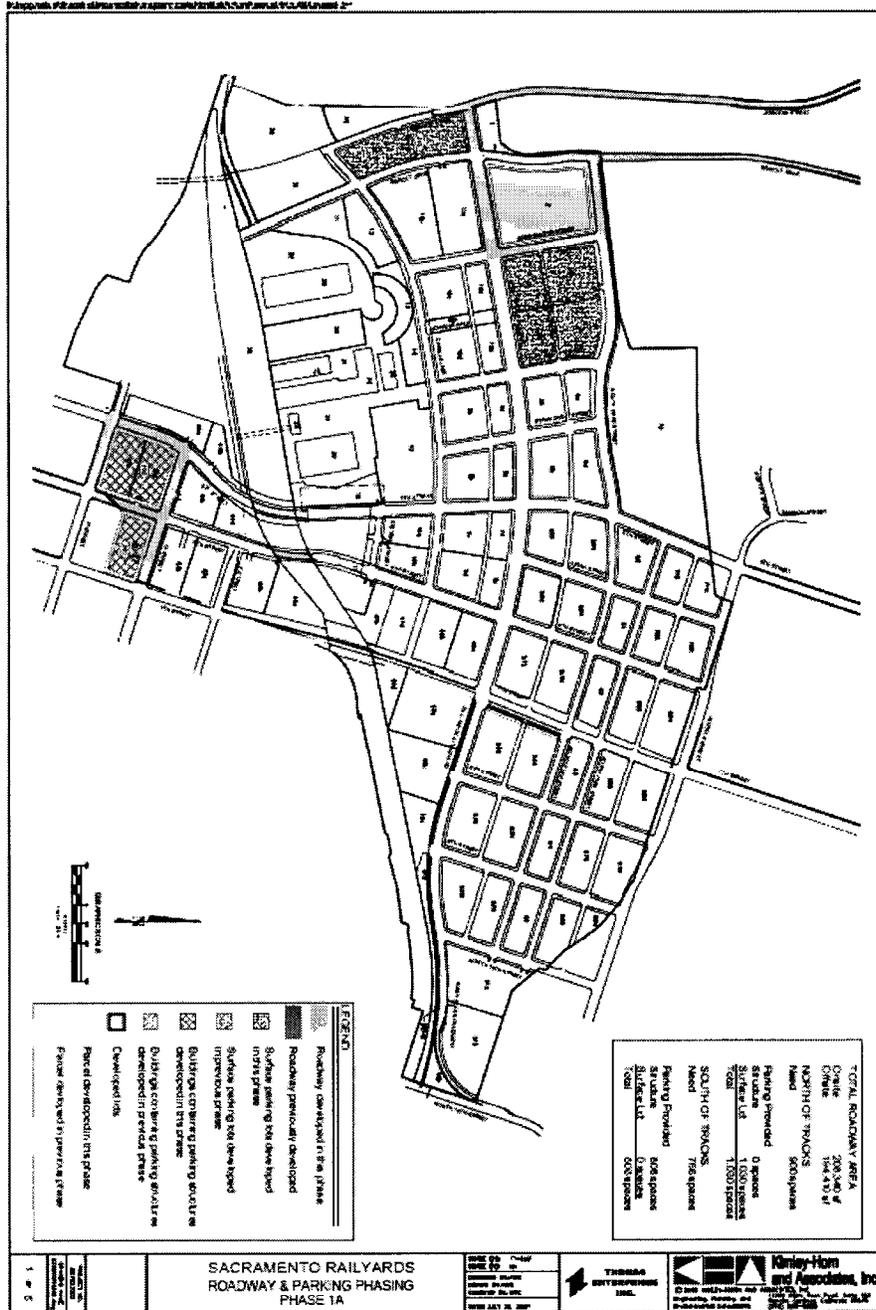
SEE ATTACHED

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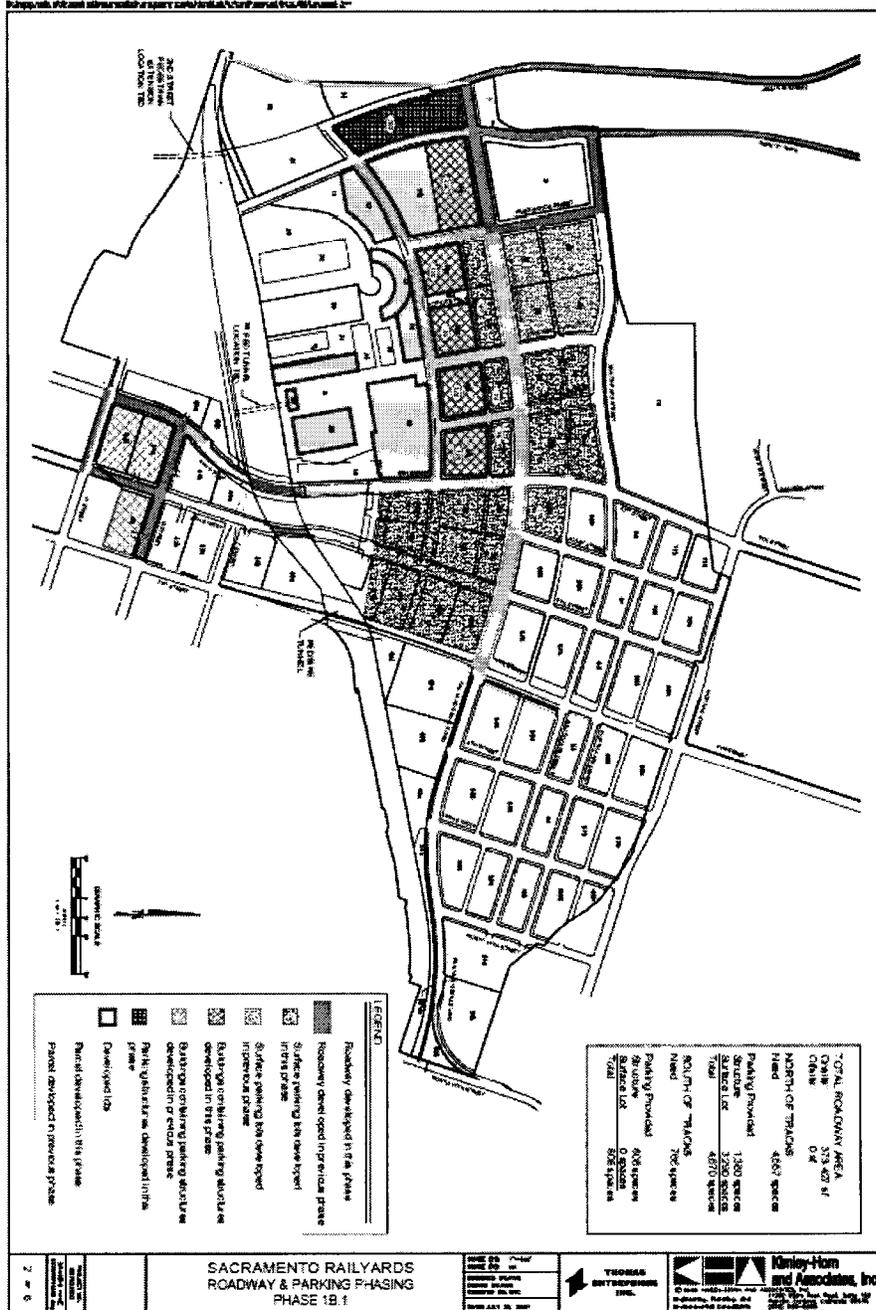


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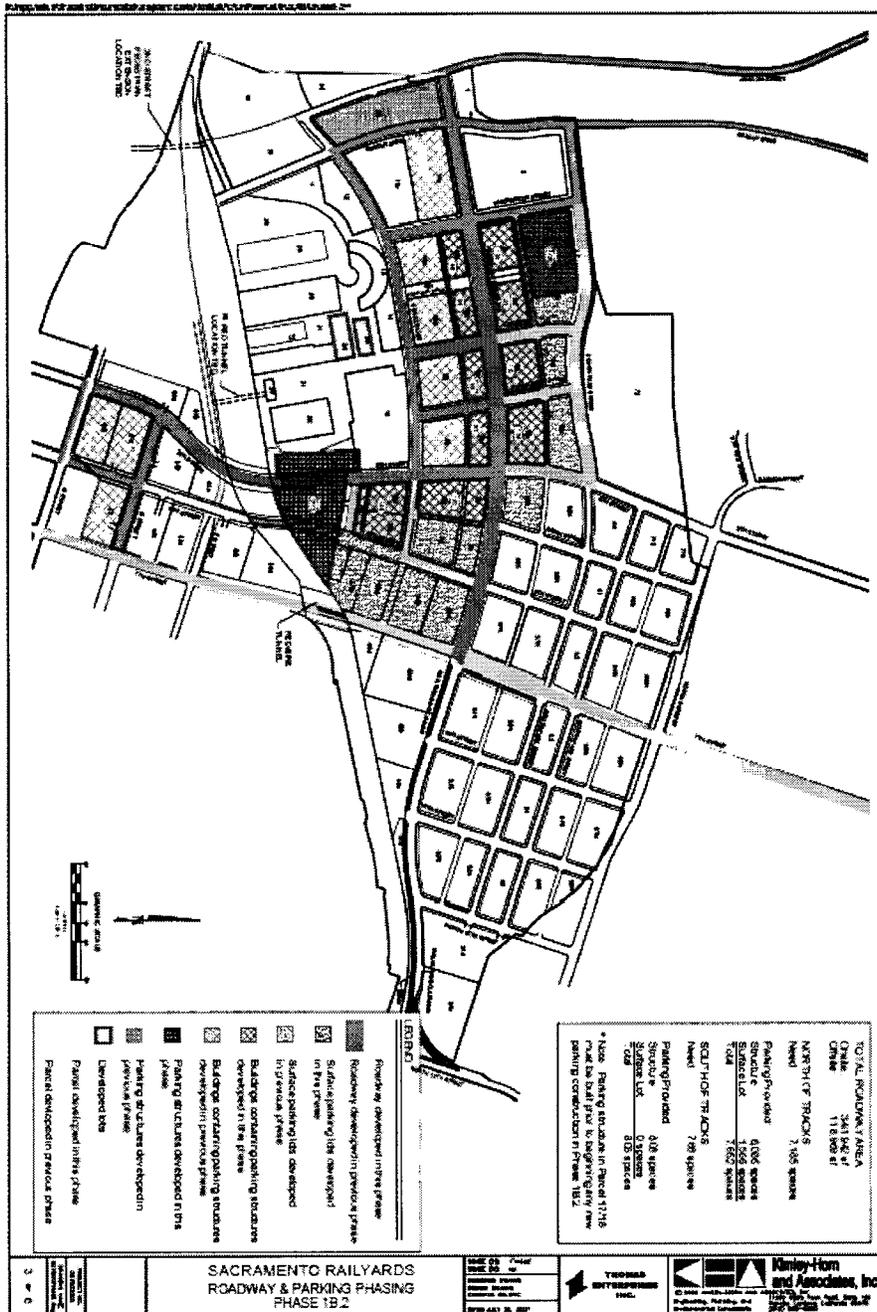


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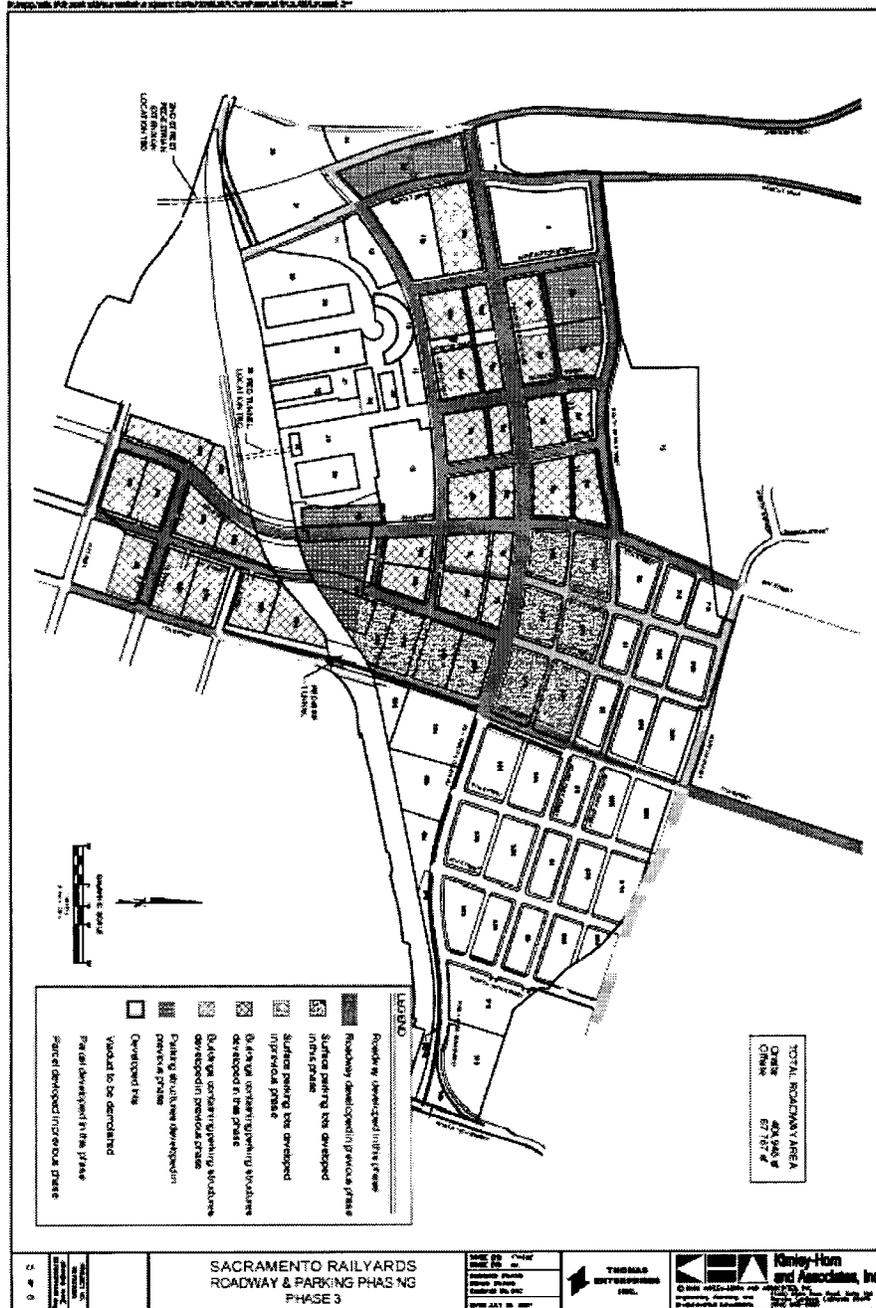


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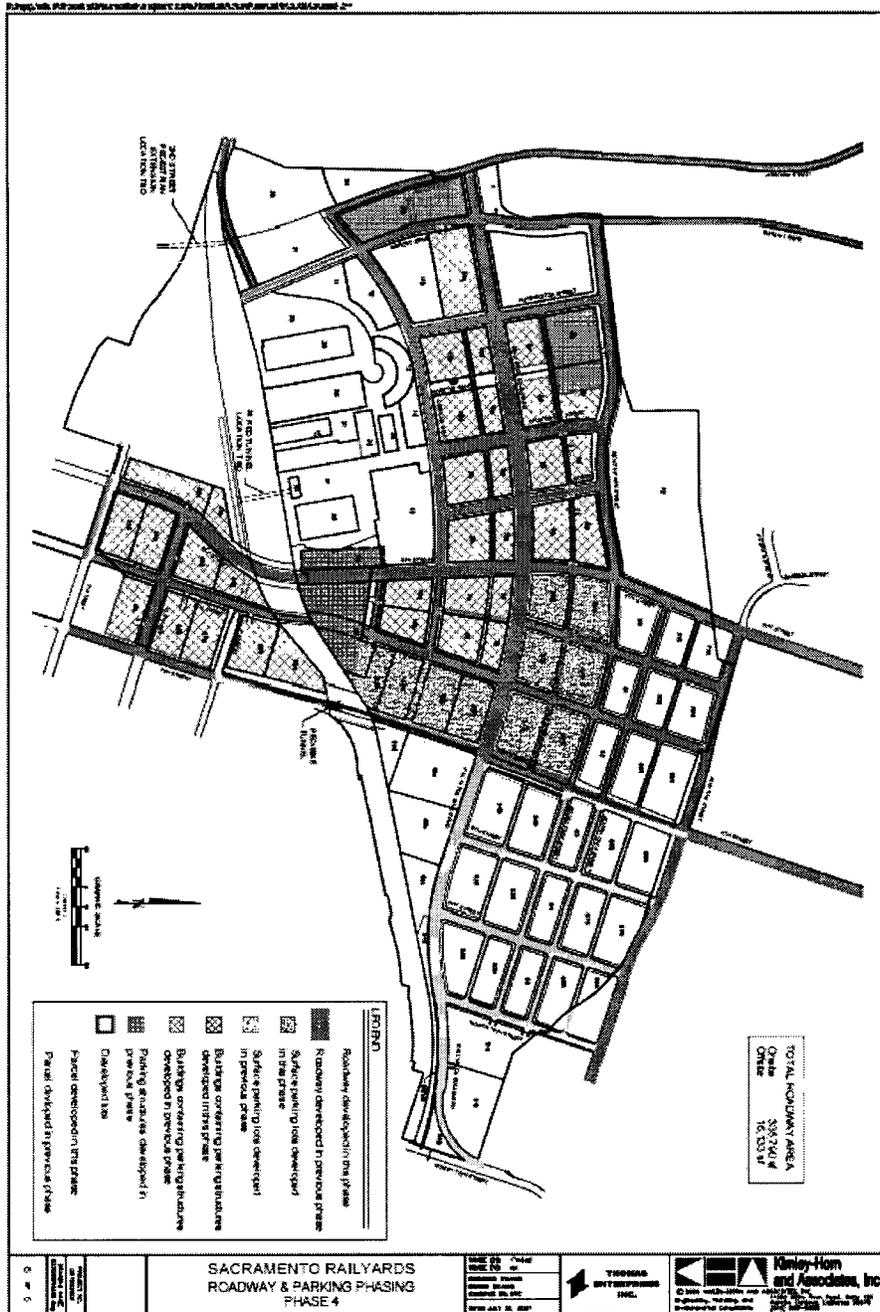


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EXHIBIT C

PROJECT ENTITLEMENTS

THE FOLLOWING APPROVED ENTITLEMENTS FOR THE PROJECT, WHICH IS REFERENCED AS P -05-097, AND THE ORDINANCES, RESOLUTIONS, PERMITS AND FINDINGS AND CONDITIONS ATTACHED TO SUCH ENTITLEMENTS AS OF THE EFFECTIVE DATE OF THIS AGREEMENT ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE.

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

Date of Hearing	Description of Approved Entitlements	Ordinance or Resolution	Attached as:
12-11-07	Approving the Sacramento Railyards Tentative Map	Resolution No. 2007-912	Exhibit C-1
12-11-07	Rezoning the Sacramento Railyards Property (Zoning Map)	Ordinance No. 2007-106	Exhibit C-2
12-11-07	Approving the Railyards Inclusionary Housing Plan	Resolution No. 2007-911	Exhibit C-3
12-11-07	Amending Chapter 17.124, Sacramento Railyards Special Planning District	Ordinance No. 2007-101	
12-11-07	Adopting the Sacramento Railyards Specific Plan	Resolution No. 2007-908	
12-11-07	Amending the General Plan Circulation Element	Resolution No. 2007-904	
12-11-07	Amending the Central City Community Plan	Resolution No. 2007-905	
12-11-07	Amending the 1994 Facility Element of the Railyards and Richards Blvd Specific Plans	Resolution No. 2007-906	
12-11-07	Placing the Central Shops Historic District in the Sacramento Register	Ordinance No. 2007-103	
12-11-07	Adopting the Railyards Design Guidelines	Resolution No. 2007-909	

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DATE ADOPTED: _____

**EXHIBIT C-1
Tentative Map Resolution**

RESOLUTION NO. 2007- 912

Adopted by the Sacramento City Council

December 11, 2007

**ADOPTING FINDINGS OF FACT AND APPROVING
THE SACRAMENTO RAILYARDS TENTATIVE MASTER PARCEL MAP
AND MODIFICATIONS OF CITY SUBDIVISION CODE (TITLE 16 OF
THE CITY CODE) FOR THE SACRAMENTO RAILYARDS PROJECT
(P05-097)**

BACKGROUND

- A. On September 11, 2007, October 2, 2007 and October 22, 2007, the City Planning Commission participated in the public hearings on the Sacramento Railyards Project at the joint meetings with the Design Commission and Preservation Commission.
- B. On November 2, 2007, the Subdivision Review Committee reviewed the tentative map for the Sacramento Railyards Project and forwarded a recommendation on a unanimous vote to approve with conditions the Sacramento Railyards Tentative Master Parcel Map and the modifications of the City Subdivision Code (Title 16 of the City Code).
- C. On November 13, 2007, the City Planning Commission held a public hearing on the Sacramento Railyards Project, received and considered evidence, and forwarded to the City Council a recommendation to approve with conditions the Sacramento Railyards Tentative Master Parcel Map and the modifications of the City Subdivision Code (Title 16 of the City Code).
- C. On November 20, December 4, and December 11, 2007, the City Council conducted a public hearing, for which notice was given pursuant Sacramento

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City Code Sections 16.24.095 and 17.200.010(C)(2)(a, b, and c) (publication, posting, and mail 500'), and received and considered evidence concerning the Sacramento Railyards Tentative Master Parcel Map and the modifications of the City Subdivision Code (Title 16 of the City Code).

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

Section 1. Based on the verbal and documentary evidence received at the hearings on the Sacramento Railyards Project, the City Council approves the Sacramento Railyards Tentative Master Parcel Map (P05-097) based on the findings of fact and subject to the conditions of approval as set forth below

Section 2. The City Council approves the Sacramento Railyards Master Tentative Parcel Map based on the following findings of fact:

A. Environmental Determination: The Environmental Impact Report and Mitigation Monitoring Program for the Sacramento Railyards Project have been adopted by resolution as the same date set out above.

B. Tentative Master Parcel Map: The Tentative Master Parcel Map to subdivide 228 gross acres into 108 lots for residential, commercial, and office mixed use development is approved based on the following findings of fact:

1. None of the conditions described in Government Code Section 66474, subsection (a) through (g), inclusive, exist with respect to the proposed subdivision as follows:

a. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the City's General Plan, all applicable community and specific plans, and Title 16 of the City Code as modified herein, which is a specific plan of the City;

b. The site is physically suitable for the type of development proposed and suited for the proposed density;

c. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

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d. The design of the subdivision and the type of improvements are not likely to cause serious public health problems; and

e. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use, of, property within the proposed subdivision.

2. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the City General Plan, the Central City Community Plan, the Sacramento Railyards Specific Plan and Title 16 Subdivisions of the City Code as modified herein, which is a specific plan of the City (Gov. Code §66473.5);

3. The discharge of waste from the proposed subdivision into the existing community sewer system will not result in a violation of the applicable waste discharge requirements prescribed by the California Regional Water Quality Board, Central Valley Region, in that existing treatment plants have a design capacity adequate to service the proposed subdivision (Gov. Code §66474.6);

4. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities (Gov. Code §66473.1); and

5. The City Council has considered the effect of the approval of this tentative subdivision map on the housing needs of the region and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources (Gov. Code §66412.3).

Section 3: The City Council approves the modifications of City Subdivision Code (Title 16 of the City Code) for the Sacramento Railyards Tentative Master Parcel Map (P-05-097) to allow non-standard intersections, non-standard block corner radii and non-standard street curve radii are hereby **approved** based on the following findings of fact:

1. **The property to be divided is of such size or shape, or is affected by such topographic conditions, or that there are such special circumstances or conditions affecting the property that it is impossible, impractical, or undesirable in the particular case to conform to the strict application of these regulations;**

2. **The cost to the subdivider, of strict or literal compliance with the regulation,**

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is not the sole reason for granting the modification;

3. The modification will not be detrimental to the public health, safety, or welfare or be injurious to other properties in the vicinity; and
4. Granting the modification is in accord with the intent and purposes of these regulations and is consistent with the General Plan and with all other applicable specific plans of the City.

NOTE: The conditions set out in Exhibit A shall supersede any contradictory information shown on the Sacramento Railyards Tentative Master Parcel Map approved for this project (P-05-097). The design of any improvement not covered by these conditions shall be to the applicable City standard.

The applicant shall satisfy each of the conditions in Exhibit A prior to filing a Final Map unless a different time for compliance is specifically stated in the conditions. Any condition requiring an improvement that has already been designed and secured under a City approved improvement agreement may be considered satisfied.

Table of Contents:

- Exhibit A - Sacramento Railyards Tentative Master Parcel Map Conditions
- Exhibit B – Jibboom Overhead
- Exhibit C – Railyards Traffic Signal
- Exhibit D – Sacramento Railyards Tentative Master Parcel Map

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EXHIBIT A – TENTATIVE MASTER PARCEL MAP CONDITIONS

NOTE: These conditions shall supersede any contradictory information shown on the Tentative Master Parcel Map or any contradictory provisions in the Specific Plan or Design Guidelines approved for this project, P05-097, (the “Railyards Project”). The design of any improvement not covered by these conditions or the Design Guidelines shall be to the applicable City standard in effect at the time the improvement is constructed.

The applicant, S. Thomas Enterprises of Sacramento, LLC and/or any successor shall satisfy each of the following conditions prior to filing the Final Parcel Map or satisfy the applicable conditions prior to filing a Final Subdivision Map for any of the parcels on the Tentative Master Parcel Map, unless a different time for compliance is specifically stated in these conditions or approved by the applicable City Department. Any condition requiring an improvement that has already been designed and secured under a City approved Subdivision Improvement Agreement may be considered satisfied at the discretion of the Development Engineering Division. A condition may also be satisfied if the City Department of Transportation constructs a street improvement that meets the traffic operational needs of a particular Final Subdivision Map to satisfy a condition of the Tentative Master Parcel Map. Because this Tentative Master Parcel Map does not specify a phasing plan to identify the sequence of the development of the Railyards Project, improvements off-site of the proposed Final Subdivision Map may be required in order to serve the proposed development, and additional conditions may be imposed on future Tentative Subdivision Maps.

PREAMBLE:

The timing of dedication and improvement of public facilities and rights of way, and other requirements, under these conditions shall be reasonably related to the particular parcel(s) proposed on the Final Subdivision Map, excluding the remainder parcels, being filed. All property dedications and easements shall be at no cost to City or to the specified utility district or provider, or other public agency, and shall be free and clear of all encumbrances and liens.

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GENERAL:

1. Comply with requirements included in the Mitigation Monitoring Plan as approved by the City Council and kept on file in the Planning Division Office (P05-097).
2. Meet all requirements of the Design Guidelines and Specific Plan established for the Railyards Project (P05-097), unless it is superseded by a Tentative Master Parcel Map condition.
3. Meet all conditions of the Development Agreement for the Railyards Project.
4. Comply with the terms of the Tri-Party MOU regarding remediation of the Railyards. No Final Parcel Map or Final Subdivision Map may be approved until (i) all of the parcels on the proposed final map, excluding the remainder parcels, have been remediated to the satisfaction of DTSC as evidenced by either a clean parcel letter, RAP certification or the equivalent documentation issued by DTSC, which may include a recorded deed restriction; (ii) the DTSC land use controls have been recorded or DTSC has approved in writing the land use controls for those map parcels, and (iii) DTSC has approved in writing the land use specific remediation approaches to allow for development of those parcels in accordance with the Specific Plan.
5. Show all continuing and required easements on the Final (Parcel) Map or on each Final Subdivision Map consistent with the Tentative Master Parcel Map.
6. Multiple Final Subdivision Maps may be recorded. Prior to approval of any Final Subdivision Map, all infrastructure and public improvements necessary to serve the development proposed in the respective Final Subdivision Map must be in place or secured under a City approved Subdivision Improvement Agreement to the satisfaction of the Utilities, Transportation and Development Services Departments. Necessary public improvements and infrastructure shall be determined by the City, but at a minimum, will include street improvements contiguous to the Final Map and shall be dedicated and constructed and connected to the nearest existing street(s) prior to recording of that Final Subdivision Map.
7. Each applicant for a Final Subdivision Map or the applicant for a Final Parcel Map shall fund an operational traffic analysis for the lots proposed to be developed within that map. This analysis will be contracted by the City and will be used to provide recommendations to the City for determining interim improvements to allow

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for the development of the proposed lots. Unless determined otherwise by the City, the operational traffic analysis will be performed specifically for the final map being proposed for approval.

The operational traffic analysis may include but is not limited to the following items:

- Count Data
- Delivery Routes
- Corridor Analysis
- Access locations
- Signal Warrant Evaluations
- Bulb-out locations
- Bike Routes
- Transit Stops

Engineering: Streets General

8. The City shall determine public infrastructure improvements required prior to recordation of each final map. Any public improvement not specifically noted in these conditions or on the Tentative Master Parcel Map shall be designed and constructed to City standards in effect at the time of filing the final map application. The required improvements shall include the repair or replacement/reconstruction of any offsite existing deteriorated street, curb, gutter and sidewalk that is immediately abutting or across from the public improvements within the Railyards Tentative Master Parcel Map boundary or the proposed final map.
9. Construct standard subdivision improvements as noted in these conditions pursuant to section 16.48.110 of the City Code. At a minimum, all improvements shall be designed and constructed to comply with the Design Guidelines, the City's Pedestrian Friendly Street Design Guidelines, the City's Design and Procedures Manual, and to the satisfaction of the Development Engineering Division. Any design conflict that may arise between the policy documents shall be decided by Development Engineering.
10. All right-of-way and street improvement transitions to existing streets and right-of-way shall be located, designed and constructed to the satisfaction of the Development Engineering Division. The center lines of all such streets shall be aligned to provide safe and when possible perpendicular intersections.

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11. Construct bulb-outs at locations specified within the Design Guidelines, the City's Pedestrian Friendly Street Design Guidelines, the City's Design and Procedures Manual, or as directed by Development Engineering.
12. Alleys shall be constructed of reinforced concrete or other acceptable material to the satisfaction of Development Engineering; asphalt alleys may be constructed if dumpsters are prohibited on the alley.
13. All crosswalks shall be disability access compliant; curb ramps shall be installed and/or relocated as determined necessary by the Development Engineering at each intersection.
14. Submit a Geotechnical Analysis prepared by a registered engineer to be used in street design. The analysis shall identify and recommend solutions for groundwater related problems, if any and where applicable, which may occur within both the subdivision lots and public right-of-way. Construct appropriate facilities to alleviate those problems. As a result of the Geotechnical Analysis, street sections shall be designed to provide for stabilized subgrades and pavement sections under high groundwater conditions.
15. The design and placement of walls, fences, signs and landscaping 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. The area of exclusion shall be determined by the Development Engineering Division. This section does not prohibit an applicant from building to the ROW line along Camille Lane or Railyards Blvd. as permitted under the Design Guidelines.
16. Street lights shall be constructed per City standards.

Streets within project boundary

17. Prior to approval of the Final Parcel Map or the first Final Subdivision Map and as part of the initial public improvement plan set of documents, the applicant shall provide a horizontal control plan of the Railyards Project circulation plan, as set out in the Specific Plan and the Master Tentative Parcel Map, prepared by a licensed land surveyor. This horizontal control plan shall include the proposed future

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centerline horizontal curve alignments of the streets within the circulation plan area and the transition with the existing streets, which at a minimum will include: North 12th, North 10th Street, 7th Street, 6th Street, 5th Street, Jibboom Street, and Bercut Drive, or as determined necessary by Development Engineering.

18. Dedicate and construct the following streets prior to recordation of the Final Parcel Map or the Final Subdivision Map, including development and dedication of the contiguous streets per the right-of-way and easement standards established by the Specific Plan and Design Guidelines, and per this Tentative Master Parcel Map, the then applicable City Standards, and to the satisfaction of Development Services engineers authorized to accept plans on behalf of the City. When the lots on only one side of a block are being developed, a minimum half street with an adjacent travel lane must be constructed along that block, unless determined otherwise by Development Engineering.

North/South – Public Streets

19. Dedicate right-of-way and construct **Jibboom Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.
20. Dedicate right-of-way and construct **Bercut Drive** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.
21. Dedicate right-of-way and construct **Huntington Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.
22. Dedicate right-of-way and construct **Crocker Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.
23. Dedicate right-of-way and construct **Stanford Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street

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construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.

24. Dedicate right-of-way and construct **5th Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.
25. Dedicate right-of-way and construct **6th Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.
26. Dedicate right-of-way and construct **7th Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering. Reconstruct 7th Street to ultimate grade and width and meet Regional Transit's light rail transit (LRT) Downtown-Natomas-Airport (DNA) plan and secondary levee replacement requirements, including underpass and pedestrian/bicycle path requirements. Coordinate the design with LRT system on 7th Street between F and H Streets per Regional Transit's requirements and the proposed operation as a one-way street.

The construction of 7th Street shall meet the recommendations from the technical memorandum for the LRT system as submitted by Parsons Brinkerhoff to the City's satisfaction for the alignment of 7th Street, which is kept on file with the Department of Transportation. During the design of 7th Street, the right of way line and abutting lot lines may need to be adjusted to accommodate safe pedestrian crossings due to the placement of light rail tracks along this street. (See also Advisory Note 7th Street Construction Phasing')

27. Dedicate right-of-way and construct **8th Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.
28. Dedicate right-of-way and construct **9th Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development

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Engineering.

29. Dedicate right-of-way and construct **North 10th Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.

East/West - Public Streets

30. Dedicate right-of-way and construct **Railyards Blvd** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering. The first set of improvement plans for Railyards Blvd shall include the conceptual phasing of the future construction of Railyards Blvd and the horizontal and vertical survey control plan prepared by a licensed land surveyor from 12th Street to Jibboom Street.
31. Dedicate right-of-way and construct **North B Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering;
32. Dedicate right-of-way and construct **North Park Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering;
33. Dedicate right-of-way and construct **South Park Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering;
34. Dedicate right-of-way and construct **Camille Lane** (which may be renamed as approved by City) per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering;
35. Dedicate right-of-way and construct **Stevens Street** per the Design Guidelines and

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the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.

36. Dedicate right-of-way and construct **F Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering. Dedicate and construct F Street west of 7th Street as a 48 foot ROW Street (two 12'-wide travel mixed flow lanes for buses, vehicles and LRT, two 6'-wide bicycle lanes and two attached 6'-wide sidewalks) to the Intermodal site (lot 39) to provide for LRT line tracks, vehicles, pedestrians and cyclists. The applicant may reserve an air space easement, 16.5' above finished grade of the rail on F Street, for development, and subject to meeting the minimum clearance as permitted by the Public Utility Commission (See Advisory Note 25).
37. Dedicate right-of-way and construct **G Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering.
38. Dedicate a 16-foot wide and 14 foot high pedestrian access easement on Lot 40, between G Street and Lot 39, to provide a direct pedestrian connection from G Street to the light rail station on lot 39. This may be satisfied by integrating a 16 foot wide and 14 foot high passage way through the building lot 40 by designing the building to allow for through public access. Construction of the pedestrian connections improvements, including vertical circulation that may be needed from the building on lot 40 to reach the light rail station on Lot 39 is expressly not part of this condition.
39. Dedicate right-of-way and construct **H Street** per the Design Guidelines and the Specific Plan, and per the City standards and specifications for street construction, the Tentative Master Parcel Map, and to the satisfaction of Development Engineering;

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Offsite Street Improvements (rotating around the site clockwise from Jibboom Street)

Note: The applicant shall endeavor to obtain dedications and easements from the adjacent property owner(s) for necessary rights-of-way for the construction of all offsite streets and all offsite intersection and signal improvements (collectively "street improvements"). To the extent necessary and at its discretion, the City may acquire the property interests for the offsite street improvements, including exercising its eminent domain authority as provided by Government Code Section 66462.5, at the applicant's expense to provide for the construction of the offsite street improvements conditioned as part of this Tentative Master Parcel Map and required prior to approval of a Final Parcel Map or a Final Subdivision Map.

- 40. Jibboom Street, north of the relocated UPRR tracks shall be constructed from Camille Lane extending north and transition with the existing Jibboom Street to the satisfaction of Development Engineering. With the removal of the Jibboom Street Overhead, the new roadway segment from the I Street Bridge shall connect to existing Jibboom Street.
- 41. Bercut Drive shall be constructed from the intersection of South Park Street north connecting to the existing Bercut Drive and transitioning into existing Bercut Drive.
- 42. After the development of the Initial Phase as defined in the Railyards EIR or when determined necessary by Development Engineering based on an Operational Traffic Analysis, 5th Street shall be extended to North B Street and connecting to Richards Blvd.
- 43. When determined necessary by Development Engineering based on an Operational Traffic Analysis, 7th Street shall be reconstructed from North B Street to Richards Blvd to be consistent the Specific Plan and Design Guidelines, and Regional Transit's LRT DNA plan.
- 44. With the development in the East End District as defined in the Specific Plan, or as when determined necessary by Development Engineering based on an Operational Traffic Analysis, North 10th Street shall be constructed from North Park Street to the intersection with North B Street.

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45. With the development of the East End or as when determined necessary by Development Engineering based on an Operational Traffic Analysis, Railyards Blvd shall be constructed to connect with North 12th Street.

Removal of Jibboom Street Overhead (Bridge 24C0006)

46. The Jibboom Street Overhead shall not be removed without providing the connector road descending from I Street Bridge (north of the relocated UPRR tracks) to Bercut Drive or other vehicular transportation access satisfactory to Development Engineering. Jibboom Street shall also be transitioned to the new section of Jibboom street intersection with Railyards Blvd and Camille Ave. Please reference Exhibit JIBBOOM OVERHEAD for the phasing of these improvements.

Signalized Intersections

47. The applicant shall dedicate sufficient right-of-way for the construction of the intersections per the requirements of the Mitigation Measures for the subject intersection.
48. With the improvement plan sets for signalized intersections, the applicant shall submit a signal design concept report (SDCR) per section 15.18 of the City's Design and Procedures Manual to the Development Engineering Division for review and approval prior to the submittal of any improvement plans involving traffic signal work. The SDCR provides crucial geometric information for signal design and should be started as early as possible to avoid delays during the plan check process. The transportation analysis and EIR Mitigation Measures should be reference for the lane geometry of the intersections, as well as current field operational conditions immediate to the site.
49. Signals shall be designed and constructed at the same time as the intersection improvements. Some streets that are to operate as one-way streets in the future may have an initial operational phase that is bidirectional. In this case, the design concept report shall include both the interim and ultimate configuration for the signal. Improvements for the signal shall be constructed for the interim and ultimate condition at the following intersections (See also exhibit TRAFFIC SIGNALS) when the street is constructed:

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- a. 5th and North B Street
- b. 7th Street and North B Street
- c. North 10th Street and North B Street
- d. North Park Street and 5th Street
- e. North Park Street and 7th Street
- f. North Park Street and North 10th Street
- g. South Park Street and Bercut Drive
- h. South Park Street and Huntington Street
- i. South Park Street and Crocker Street
- j. South Park Street and Stanford Street
- k. South Park Street and 5th Street
- l. South Park Street and 7th Street
- m. South Park Street and North 10th Street
- n. Railyards Blvd and Jibboom Street
- o. Railyards Blvd and Bercut Drive
- p. Railyards Blvd and Huntington Street
- q. Railyards Blvd and Crocker Street
- r. Railyards Blvd and Stanford Street
- s. Railyards Blvd and 5th Street
- t. Railyards Blvd and 6th Street
- u. Railyards Blvd and Judah Street
- v. Railyards Blvd and 7th Street
- w. Railyards Blvd and 8th Street
- x. Railyards Blvd and 9th Street
- y. Railyards Blvd and North 10th Street
- z. Camille Lane and Bercut Drive
- aa. Camille Lane and mid-block crossing at ("Hopkins Walk") midway between Huntington and Crocker signalized pedestrian crossing.
- bb. Camille Lane and 5th Street
- cc. Camille Lane and 6th Street
- dd. 5th Street and Stevens Street
- ee. F Street and 7th Street
- ff. G Street and 5th Street
- gg. G Street and 6th Street
- hh. 5th Street and H Street

At a minimum, all underground infrastructure/conduit shall be installed and all mast arms purchased and provided to the City for each signal for the interim and ultimate

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condition at the time of street construction. The City will determine when the signal is to be activated.

50. The signal shall be connected to the City of Sacramento Traffic Operation Center and traffic surveillance equipment shall be provided per City requirements. The signal communication infrastructure shall be capable of both fiber and/ or copper communication medium consistent with the communications infrastructure used for the site. Closed Circuit Television Cameras (CCTV) shall be installed at the following intersections with construction of the signal:
- a. South Park Street and Bercut Drive
 - b. South Park Street and 5th Street
 - c. North B Street and 5th Street
 - d. North B Street and 7th Street
 - e. Railyards Blvd and 5th Street
 - f. Railyards Blvd and 7th Street
 - g. Railyards Blvd and Huntington Street

PEDESTRIAN ACCESS UNDER RELOCATED RAIL CORRIDOR

51. At location central to the Sacramento Valley Station within lot 39, provide a 40 foot wide easement and access rights construction and maintenance for a tunnel connection under the to be relocated UPRR track rail corridor, connecting north and south sides of the corridor with the planned passenger rail platforms. On north side of the tunnel connection within lots 21a, 21b and 22, provide public access easement from the tunnel ramps to access the public open space plaza. Dedication of this easement will require consent from UPRR.
52. In the vicinity of Interstate 5 overcrossing and 2nd Street, provide for a minimum 20 foot wide passage way tunnel within up to a 40 foot wide access easement dedicated across lots 38 and 39 for construction and maintenance of a pedestrian and bicycle tunnel, connecting north and south sides of the relocated UPRR track corridor connecting Old Sacramento to the Central Shops District. On north side of the tunnel connection within lot 30a, provide public access easement from the tunnel ramps to access the public open space plaza. Dedication of this easement will require consent from UPRR and Caltrans.

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53. A 12 foot wide grade-separated sidewalk tunnel under the UPRR tracks shall be constructed on the west side of 7th Street. Dedication of this easement will require consent from UPRR.

UTILITIES

General

54. An assessment district, community facilities district or other financing mechanism approved in writing by the City must be formed for the purpose of construction of all common drainage facilities and all common sanitary sewer facilities within the Master Tentative Parcel Map boundary and any additional drainage and/or sewer capacity or facilities required to accommodate development of the subject area and surrounding area in accordance with the drainage master plan and sewer master plan for the Specific Plan area. For this purpose, "other financing mechanism" includes but is not limited to a fully executed agreement approved as to form by the City Attorney, which provides for funding and construction of the said facilities, and which provides for posting or depositing with the City unconditional security for performance of the landowner's obligations, which security is adequate in the sole and exclusive discretion of the City, and which is in a form acceptable to the City Attorney.
55. The applicant and/or any successor shall fully participate in any financing mechanism, including but not limited to assessment districts, or community facilities districts formed for the purpose of financing the facilities specified in the previous condition, and any such mechanism formed for the purpose of financing the drainage facilities and sewer facilities required as part of the drainage master plan and sewer master plan for the Master Tentative Parcel Map based on the Specific Plan for the entire plan area. For this purpose, "fully participate" requires that the applicant and/or any successor shall, notwithstanding the provisions of Articles XIIC and/or XIID of the California Constitution, or any other applicable federal or state law, rule or regulation, waive and relinquish any right to protest or vote against the formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; actively participate in a positive manner in the proceedings for formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; and pay all taxes, assessments and/or fees levied pursuant thereto.

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56. All dedications of property to the City of Sacramento (City) for water, sewer or storm drainage facilities shall, at the discretion of the Department of Utilities (DOU), be either in IOD fee title on a City-approved form or in fee title and shall be free and clear of all encumbrances and liens. All property dedications shall be at no cost to the City.
57. Construct storm drain and sanitary sewer stubs and water taps, meters and reduced pressure backflow devices for all Park Lots. The construction shall be to the satisfaction of the DOU and Parks Department.
58. Public and private streets with City maintained water facilities, City maintained drainage facilities or City maintained sewer facilities shall have a minimum paved width of 25-feet from lip of gutter to lip of gutter.
59. Public and private alleys with City maintained water facilities, City maintained drainage facilities, and City maintained sewer facilities shall have a minimum paved width of 25-feet from right-of-way line to right-of-way line and shall be constructed with AC pavement. Public and private alleys with City maintained water facilities and City maintained sewer facilities shall have a minimum paved width of 22-feet from right-of-way line to right-of-way line and shall be constructed with AC pavement and a concrete V-gutter for drainage. Public and private alleys with only City maintained drainage facilities shall have a minimum paved width of 20-feet from right-of-way line to right-of-way line and shall be constructed in accordance with condition 12 pertaining to alley construction.
60. Within Lots 13, 18, 21a, 21b, 21c, 23, 30a, 30b, 38, 39, 40, 47a1, 47a2, 47b, 48a, 48b and 49a1, 49c dedicate to CITY public easements for all water, sanitary sewer and drainage facilities that are accepted by DOU as public facilities. The utility easement shown on Lot 39 shall be 15 feet wide and located to the eastern edge of Lot 39. The locations and dimensions of these easements shall be subject to the approval of the DOU. DOU approval will include such conditions and requirements as may be specified by DOU pertaining to the responsibilities of applicant and/or its successors for costs associated with future maintenance and repair of these facilities, and applicant shall execute such agreement or agreements imposing these conditions and requirements as may be required by the DOU. A note referencing such agreement(s) shall be placed on the Final

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Map.

61. Provide standard subdivision improvements per Section 16.48.110 of the City Code. Within the Master Tentative Parcel Map, construct all public water facilities, public sewer facilities, and public drainage facilities to the satisfaction of the DOU. Construct all required connections to the existing public water facilities, sewer facilities, and drainage facilities adjacent to the proposed Final Parcel Map or Final Subdivision Map. Off-site main extensions may be required for connection to exiting City water, sewer, and drainage systems. The "off-site main extensions", are defined on the Railyards Utility Plan. If additional off-site main extensions are required to serve the development within the proposed final map, construction of the mains shall be the responsibility of the applicant and constructed to the satisfaction of DOU and the cost shall be added to the financing plan.
62. Properly abandon under permit, from the County Environmental Health Division, any well or septic system located on the property. Except in the case of remediation monitoring wells and other remediation features including pumps, pipes, etc., which will be added or abandoned according to their respective remediation plans in fulfillment of their respective remediation plans.
63. All existing easements and all existing right-of-ways shall be shown on the Final Parcel Map or Final Subdivision Map.
64. Dedicate all necessary easements, right-of-way, fee title property, or IOD in fee title property on the Final Parcel Map or Final Subdivision Map as required to implement the approved drainage, water and sewer studies. Easements shall be dedicated for off-site water, sanitary sewer and storm drain main extensions. Street right-of-way shall be dedicated for common drainage water, and sanitary sewer pipes identified in the applicable studies. All dedications shall be at no cost to the City, shall be to the satisfaction of the DOU, and shall be free and clear of all encumbrances and liens.
65. If required by the DOU, the applicant shall enter into and record an Agreement for Conveyance of Easements with the City, in a form acceptable to the City Attorney, requiring that private easements be granted, as needed, for drainage, water and sanitary sewer at no cost at the time of sale or other conveyance of any lot. A note stating the following shall be placed on the applicable final maps:

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"The lots created by this map shall be developed in accordance with recorded Agreement for Conveyance of Easements # (Book____, Page____)."

- 66. The applicant is responsible for obtaining all necessary permits, easements and approvals from federal, state and local agencies for the construction of the development as proposed in the Specific Plan.
- 67. All onsite water, storm drainage, and sanitary sewer facilities not located on City property or within public right-of-ways or public easements shall be private facilities maintained by the property owner.
- 68. Construct new or retain the existing secondary levee and appurtenances to the satisfaction of the DOU. The minimum top elevation of the replacement levee shall be not less than 35 feet.

SEWER:

- 69. Execute a sewer agreement with the City for the construction of common sewer facilities per the approved sewer studies for the Specific Plan. The sewer agreement shall be to the satisfaction of the DOU and the City Attorney. Common sanitary sewer facilities shall include, but are not limited to, sewer pipes serving all parcels, lift station(s), trunk lines, force main, and other appurtenances.
- 70. Prior to the submittal of improvement plans, sanitary sewer studies for the Master Tentative Parcel Map based on the Specific Plan and for each proposed final map must be completed by applicant and approved by the DOU. All sewer lines shall be placed within the asphalt section of public street right-of-ways as per the City's Design and Procedures Manual, unless otherwise approved by the DOU. The sanitary sewer studies shall include flows from the Richards Blvd. area unless otherwise approved by the DOU.
- 71. The applicant shall dedicate in fee title at no cost to the City parcel 49b for a sanitary sewer lift station.

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DRAINAGE:

- 72. Execute a drainage agreement with the CITY for the construction of common drainage facilities per the approved drainage studies for the Master Tentative Parcel Map. The drainage agreement shall be to the satisfaction of the DOU and the City Attorney. Common drainage facilities shall include, but are not limited to, storm drain pipes serving all parcels, pump stations, discharge pipes, cistern (detention basin), outfall structures, and weir structures.

- 73. Prior to submittal of improvement plans, prepare drainage studies for the Master Tentative Parcel Map based on the Specific Plan and for each proposed final map for review and approval by the DOU. The 10-year and 100-year HGLs for these studies shall be calculated using the City's SWMMM model. Prior to performing the studies the applicants engineer shall obtain from the DOU the design 10 year and 100 year storm hydrographs. Drain inlets shall be 6-inches above the 10-year HGL. Building pad elevations shall be a minimum of 1.2 feet above the 100-year HGL and 1.5 feet above the local controlling overland flow release elevation, whichever is higher; or, finished floor and finished garage elevations shall be a minimum of 1.50 feet above the 100-year HGL and shall be a minimum of 1.80 feet above the local controlling overland flow release elevation, whichever is higher. All drainage lines shall be placed within the asphalt section of public-right-of-ways as per the City's Design Procedures Manual, unless otherwise approved by the DOU. Per City Code, the applicant may not develop the lots in any way that obstructs, impedes, or interferes with the natural flow of existing off-site drainage which crosses the property. The applicant shall construct the required public and/or private infrastructure to handle off-site runoff to the satisfaction of the DOU. If private infrastructure is constructed to handle off-site runoff, the applicant shall dedicate the required private easements. Sufficient off-site and on-site spot elevations shall be provided in the drainage studies to determine the direction of storm drain runoff. The drainage studies shall include an overland flow release map for the Master Tentative Parcel Map and the proposed development within each final map.

- 74. All lots shall be graded so that drainage does not cross property lines or private drainage easements shall be dedicated.

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75. Construct cistern, pump station and discharge pipes, and construct inlet and outlet structures for the cistern at the time specified by DOU. The pump station shall be located west of the cistern on a parcel dedicated to the City, at no cost to the City for the pump station. The construction shall be to the satisfaction of the DOU. The applicant is responsible for obtaining all necessary permits, easements and approvals from federal, state and local agencies, and private land owners for the construction of these facilities. The easements shall be granted to the City, at no cost to the City, and shall be to the satisfaction of the DOU.

76. A grading plan showing existing and proposed elevations is required. Adjacent off-site topography shall also be shown to the extent necessary to determine impacts to existing surface drainage paths. No grading shall occur until the grading plan has been reviewed and approved by the DOU and a clean parcel letter or an equivalent approval for soil remediation has been issued by DTSC. The grading plan could be phased so that as areas within the proposed final map are certified "clean" by DTSC through a clean parcel letter or an equivalent approval for soil and the phased grading plans have been approved by DOU so that grading for the proposed final map could be completed.

77. Dedicate an easement to the City, at no cost to the City for storing storm drain runoff in the cistern. The easement shall allow for access and operation of the facility. The cistern shall be privately owned and maintained and the owner shall execute an agreement with the City for operation of the cistern. The agreement shall be to the satisfaction of DOU and the City Attorney.

78. Dedicate to the City in IOD fee title, at no cost to the City a parcel for a storm drain pump station. The location and size of the parcel shall be to the satisfaction of the DOU and shall be identified on the Master Tentative Parcel Map prior to approval of the first final map.

WATER:

79. Prior to the submittal of improvement plans, prepare project specific water studies for the Master Tentative Parcel Map based on the Specific Plan and each phase of the project for review and approval by the DOU. The water distribution system shall be designed to satisfy the more critical of the two following conditions: (1) at

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maximum day peak hour demand, the operating or "residual" pressure at all water service connections shall be at least 30 pounds per square inch, (2) at average maximum day demand plus fire flow, the operating or "residual" pressure in the area of the fire shall not be less than 20 pounds per square inch. The water study shall determine if the existing and proposed water distribution system is adequate to supply fire flow demands for the proposed development as set out in the Specific Plan. The water study shall show if the existing water transmission mains are sufficient to support the proposed development as set out in the Specific Plan or if an additional transmission main is required for the project. The water study shall show the size and location of the proposed water distribution mains (pipes \leq 12 inches) and transmission mains (pipes $>$ 12 inches). The water study shall show the proposed tie-ins to the existing water system. The applicant shall design the water system to provide design flows and pressures with a transmission main removed from service. A water supply test may be required for this study. Contact the DOU for the pressure boundary conditions to be used in the water study.

80. Two or more points of service for the water distribution system for development within the Master Tentative Parcel Map or any phase of this map at the time of filing the proposed final map are required. All water lines shall be placed within the asphalt section of public right-of-ways as per the City's Design and Procedures Manual, unless otherwise approved by DOU. If DOU approves placement of public water mains placed on private property they shall be located a minimum of 30-feet from buildings. Easements shall be dedicated at no cost to the City for public water mains located on private property. The owner shall execute a Hold Harmless Agreement with the City, to the satisfaction of DOU and the City Attorney, for any use of the easement area allowed by the City.
81. All water connections shall comply with the City of Sacramento's Cross Connection Control Policy.
82. Applicant shall submit an exhibit prepared by a licensed surveyor showing the location of the existing 42" diameter and twin 30" diameter transmission mains located along the West side of the Master Tentative Parcel Map. The exact locations of which will be "located" through a mutually acceptable method agreed to by the applicant and DOU. The applicant shall construct a new 42" diameter transmission main from the Sacramento River Water Treatment Plant to the I St. / 5th St. intersection to replace the existing twin 30" diameter mains. If the new 42-inch T-main is placed in phases as final maps are approved, this new transmission main shall tie into both existing parallel 30-inch riveted steel mains.

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After construction of each phase, the sections of the 30-inch transmission mains that have been replaced shall be abandoned. The abandoned pipes shall be filled with sand and plugged at both ends. The transmission line is to not conflict with existing sub-grade or proposed ground. The applicant shall obtain written acceptance by the City on the 42-inch diameter transmission main route in order to proceed with preparation of water transmission main construction bid documents. If the 42" transmission main is to be located outside of the City ROW the applicant shall dedicate an exclusive easement for the 42-inch diameter transmission main to the City and a Hold Harmless Agreement shall be executed by and between the City and applicant to the satisfaction of DOU and the City Attorney, for any use of the easement areas allowed by the City.

83. The applicant shall extend the existing 18-inch diameter transmission main in 7th Street from the F/G Street Alley to I Street and tie into the existing 42-inch diameter transmission main. Construction documents for the transmission main shall be submitted to and approved by DOU prior to bidding and construction.
84. Per Sacramento City Code, water meters shall be located at the point of service which is the back of curb for separated sidewalks or the back of walk for connected sidewalks or the back of curb where no sidewalk is constructed.
85. Along all streets with separated curb and sidewalk, place minimum 2-inch diameter sleeves as needed under the sidewalk for irrigation of the landscape planter. The irrigation sleeves shall be placed prior to construction of sidewalks. In situations where separated sidewalks are located along the perimeter of parks or other common lots/parcels, irrigation sleeves shall be placed at maximum 200 linear foot intervals under the sidewalks.
86. Any new domestic water services shall be metered. Only one domestic water service is allowed per parcel. Excess services shall be abandoned to the satisfaction of the DOU.
87. Residential water taps and meters shall be sized per the City's Building Department onsite plumbing requirements (water taps and meters may need to be larger than the 1-inch depending on the length of the house service, number of fixtures units, etc.).
88. The applicant shall properly abandon all existing private water lines on this site.

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WATER QUALITY:

89. Post construction (permanent), stormwater quality control measures shall be incorporated into the development to minimize the increase of urban runoff pollution caused by development within the Specific Plan area. The applicant is required to incorporate both source controls and treatment controls in all development plans. Specific source controls are required for: (1) commercial/industrial fueling areas, (2) commercial/industrial loading areas, (3) commercial/industrial outdoor storage areas, (4) commercial/industrial outdoor work areas, (5) commercial/industrial outdoor equipment wash areas, and (6) commercial/industrial/multi-family waste management areas. Permanent storm drain markings (e.g. no dumping -drains to river) is required at all drain inlets. The applicant is required to treat the "water quality volume/flow" with a combination of accepted treatment control measures such as water quality detention basins, stormwater planters or vegetative swales. The applicant may also incorporate runoff reduction control measures. Some runoff reduction and treatment controls may be prohibited at the discretion of DOU. Refer to the "Stormwater Quality Design Manual for the Sacramento and South Placer Regions" dated May 2007 for appropriate source, runoff reduction and treatment control measures.
90. The Master Tentative Parcel Map is greater than 1 acre; therefore, all development within the project boundaries is required to comply with the State "NPDES General Permit for Stormwater Discharges Associated with Construction Activity" (State Permit). To comply with the State Permit, the applicant will need to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) and prepare a Stormwater Pollution Prevention Plan (SWPPP) prior to construction. A copy of the State Permit and NOI may be obtained from www.swrcb.ca.gov/stormstr/construction.html. The SWPPP will be reviewed by the Department of Utilities prior to issuing a grading permit. At a minimum, the following items shall be included in the SWPPP: (1) vicinity map, (2) site map, (3) list of potential pollutant sources, (4) type and location of erosion and sediment BMP's, (5) name and phone number of person responsible for SWPPP, and (6) certification by property owner or authorized representative.
91. The applicant must comply with the City of Sacramento's Grading, Erosion and Sediment Control Ordinance. This ordinance requires the applicant to show erosion and sediment control methods on the subdivision improvement plans. These plans shall also show the methods to control urban runoff pollution from

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the project site during construction.

REGIONAL TRANSIT

- 92. Dedications that are for the benefit of Regional Transit (RT) are subject to review by RT's Assistant General Manager of Engineering and Construction for a determination of compliance with these Tentative Master Parcel Map conditions prior to recordation of the Final Parcel Map or a Final Subdivision Map that includes all or part of RT's proposed light rail transit (LRT) system.
- 93. Regarding Circulation Plan Cross Section S28 and S17, ensure that the right of way along the north side of H Street between 5th and 6th streets allows for installation of RT light rail facilities and equipment (poles, electrical boxes, etc.) within the street right of way.
- 94. Design of 7th Street must allow for placement of the "Railyards" station and placement of light rail tracks and platform in accordance with RT's Light Rail Design Criteria. Coordinate with RT on design of levee crossing on 7th Street in order to meet RT's Light Rail Design Criteria; consistent with map street sections S15 and S16.
- 95. Dedicate space on parcel 69N for a RT traction power substation (36 feet by 64 feet) in the form of an IOD in the name of RT.
- 96. Dedicate a 56-1/2 feet by 400 feet of right-of-way for the relocated light rail station platform in the form of an IOD on lot 39 consistent with the Intermodal Concept Plan in the name of the City of Sacramento.
- 97. Place note on Final Parcel Map and each Final Subdivision Map:
"Construction/relocation of utilities adjacent to existing and future light rail alignments shall be coordinated with RT Department of Engineering and Construction."

SMUD

- 98. The applicant shall designate and reserve Parcel 49c (as shown and dimensioned on the approved Tentative Map-Lotting Plan drawing, dated 10/17/2007), as the mutually agreed upon land parcel – size, shape and location; for acquisition by SMUD; needed for use as an Electrical Substation Site to

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locate and install the facilities required for provision of services to area planned development.

99. Dedicate – a nonexclusive access easement to SMUD across the Landscape Corridor adjacent to the boundary of lots 49b & 49a2 for a commercial driveway, 24-feet wide, and; overlaying dedication of public utility easement (PUE) for underground utilities and appurtenances, 24-feet wide
100. Dedicate – a nonexclusive access easement to SMUD; across Lot 49a1 adjacent to boundary of 7th Street for commercial driveway – 25-feet wide, and; dedication of public utility easement (PUE) for underground utilities and appurtenances, 10-feet wide; adjacent along east boundary of said access easement.
101. Dedicate a 12.5-foot public utility easement (PUE) adjacent at back of franchise on all open space lots, as shown on said approved Tentative Map-Lotting Plan drawing.
102. Applicant shall coordinate with SMUD all public easements and/or rights of way dedicated, granted or otherwise conveyed for water, sewer or road improvements plans affecting SMUD facilities and/or the SMUD Electrical Substation Site. Said coordination shall be inclusion of SMUD Substructure Commitment Plans as an integral part of said improvement plans submitted for approval by City.
103. Applicant shall coordinate with City to secure a 30-foot wide underground easement, exclusive to SMUD, crossing Union Pacific Rail Road property in southerly direction from southwest corner of Lot 49c; required for locating electric transmission facilities needed to energize SMUD Substation Site.
104. Prior to permanent provision of power for parcel development, other than Lot 2a, within the boundaries of the Railyard Specific Plan Area; the SMUD Electric Substation Site must be complete and operational. Construction of SMUD Substation Site shall be concurrent with remaining Phase-IA development.
105. Developer will provide and install all required substructure (Including, but not limited to: manholes, switchvaults, ductways, conduits and boxes) to SMUD specifications, as deemed necessary by SMUD for the “Back Bone” mainline electrical facilities in all streets, alley ways, public utility easements and on private property as required by this development. Said substructure will be

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installed as an integral part of all Right of Way improvements.

106. Upon request for service for individual parcels, said parcels shall be served pursuant to all applicable line/service extension policies, including but not limited to: SMUD Rule 15 and Rule 16.

107. Where appropriate Public Utility Easement (PUE) is not available, SMUD ductways and other substructure as determined by SMUD will be installed in the road surface (typically).

SPECIAL DISTRICTS: Assessment Districts

108. Dedicate to the City those areas identified on the Tentative Master Parcel Map as Landscape Corridors, and Open Space areas. Annex the land within the Tentative Master Parcel Map to the appropriate Landscape Maintenance District, or create another financing mechanism acceptable to the City for maintenance of the Landscape Corridors and Open Space areas prior to recordation of the Final Parcel Map or a Final Subdivision Map. Design and construct landscaping, irrigation and masonry walls (or wood fences) in dedicated easements or rights of way, to the satisfaction of the Development Services Department, Parks Planning, and Development Services (PPDS). Acceptance of the required landscaping, irrigation and walls or fences by the City into the Landscape Maintenance District shall be coordinated with the Development Engineering Division (Special Districts and Development Services) and PPDD. The applicant shall maintain the landscaping, irrigation and walls for two years or until acceptance by the City into the District (whichever is less). The two year period shall begin following the issuance of a notice of completion by the City for the landscaping, irrigation and walls or fences.

Parks

109. **Park Dedication**
Pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication), the applicant shall provide on City's form an Irrevocable Offer of Dedication (IOD) in fee of the parks sites identified on the Tentative Master Parcel Map dated October 15, 2007 as Lots 2b, 3b, 3e, 10b1, 10b2, 34, 50, 60, 61, 62, 63, 64, 65, and portions of Lots 54N (0.12 acres) and 54S (0.13 acres) designated for Box Car Station Park to complement ultimate design and configuration of the proposed Light Rail station.

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The applicant shall also provide on City's form an IOD of recreation and/or public access easements for: (i) Lots 1, 18, 21a, 21b, 21c, 30a, 30b, 31; (ii) portions of Lots 13 (0.55 acres) and 35 (2.08 acres), and (iii) an exclusive recreation easement for Lot 72.

At the time of delivery of IOD, the applicant shall:

(1) provide the City a title report demonstrating that it holds full and clear title including all interests necessary for maintenance and access, to the lots dedicated in fee for parks and open space and dedicated as recreational, public access and pedestrian/bike access easements For all of the Lots listed above;

(2) provide written certification from the State Department of Toxic Substances Control (DTSC) that remediation of the dedicated lots and easements have been completed in accordance with the DTSC approved Remedial Action Plan, that the DTSC deed restrictions, DTSC land use controls, or land use specific remediation approaches will allow for the proposed park, open space, and recreational and public access use. The applicant will indemnify the City in the event any further remediation is required in the future due to the hazardous substances that remain at the site at the time of dedication, and any pollution and public liability insurance carried by applicant shall name City as an additional insured as long as the site is used as planned at the time of acceptance; and

(3) at the time of dedication, take all actions necessary to ensure that the dedicated lots and easements are free and clear of any wetland mitigation, endangered or threatened animal or plant species, sensitive habitat or other development restrictions (mitigation measures) that would prevent the intended parks and open space or recreational, public access, or pedestrian/bike access use.

The applicant shall be solely responsible, and at its sole cost, for any required mitigation costs or measures associated with the dedicated lots and easements.

The applicant shall be responsible for maintenance of the dedicated lots and easements until the time that the City records acceptance of the IOD and accepts the improvements thereon in accordance with the terms of any public

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improvement agreement.

110. **Park Sites**

All lots to be dedicated in fee or in easement and their respective net acreage shall be shown on the Final Parcel Map or Final Subdivision Map and labeled as open space (OS). The acreage to be applied towards the park land requirements pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication) shall be determined and approved by City Park Planning and Development Services (PPDS).

The applicant shall provide for recreation and pedestrian use in the form of a recorded easement on a portion(s) of Lot 35 (2.08 acres). Location of the easement shall be approved by PPDS to ensure unrestricted public access between the Central Shops/West End Districts and the Sacramento Riverfront.

111. **Payment of In-lieu Park Fee**

Pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication) and the terms of the Development Agreement, the applicant shall pay to City an in-lieu park fee in the amount determined under SCC §§16.64.040 and 16.64.050 equal to the value of land prescribed for dedication in fee or in easement under 16.64.030 and not satisfied by dedication.

For urban infill, high density development, the City's requirement is for a minimum of 2.5 of the 5 acres per 1,000 population parkland dedication requirement be provided on-site and the remainder may be met through payment of in-lieu fees. In lieu fees for the additional 2.5 acres shall be waived per the terms of the Development Agreement. Park Development Impact Fees cannot be applied towards meeting this requirement.

112. **Design of Trails**

All multi-use trails (pedestrians and bicycles) and adjacent landscaping shall be dedicated and constructed in compliance with the PPDS "Multi-Use Trail Design Guidelines" available by contacting PPDS.

The applicant shall submit and obtain PPDS approval of the alignment and design of the multi-use trail prior to submitting improvement plans for the trail.

Vehicular access controls shall be placed at the entrance to all access points to

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the trail (refer to PPDS details and specifications for approved designs) unless otherwise approved by PPDS.

Where a multi-use trail is located adjacent to any embankment with a greater than 4:1 slope, the applicant shall, at its expense, install a post-and-cable fence along the top of the embankment, between the embankment and the multi-use trail or other barriers as approved by PPDS.

113. **Parks Finance Plan**

The applicant shall prepare and submit a Finance Plan for the Final Parcel Map or for each Final Subdivision Map for approval that shall include the plan for the sources of revenue and financing of the development and maintenance costs of all park and open space areas and all recreational, public access, and pedestrian/bike access easements to be dedicated and maintained by the City of Sacramento Department of Parks and Recreation. The Plan shall include all improvement costs for these areas and facilities, along with the costs of ongoing maintenance and operations.

114. **Landscaping and Lighting Maintenance or Mello-Roos District**

At the time of filing of the Final Parcel Map or each Final Subdivision Map, as applicable, applicant shall either (i) initiate the proceedings to create a Landscaping and Lighting District in accordance with Streets and Highway Code Section 22500 et seq. encompassing the property, or (ii) a Mello-Roos District in accordance with Community Facilities Code 53322 encompassing the property, or (iii) annex the property into an existing parks maintenance or community facilities district to fund the maintenance of all of the public park and open space and the recreational, public access, and pedestrian/bike access easement improvements as permitted under Streets and Highways Code Section 22525. The applicant shall pay all City fees for formation of or annexation to a parks maintenance or community facilities district. (Contact: Development Services Department, Special Districts, Project Manager.)

115. **Site Plan**

The applicant shall submit a site plan and electronic file showing the location of all utilities on the park and open space and the recreational, public access, and pedestrian/bike access easement sites to the PPDS for review and approval.

116. **Improvements**

The applicant shall construct the following public improvements on all lots shown

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as public park and open space or as recreational, public access, and pedestrian/bike access on the Final Parcel Map or Final Subdivision Map prior to and as a condition of City's acceptance of the dedications:

Full street improvements where adjacent to streets, including but not limited to curbs, gutters, accessible ramps, street paving, streetlights, and sidewalks; and improved surface drainage through the site.

A concrete sidewalk and vertical curb along all street frontages.

PPDS to approve rough grade plan for the sites as required by City Code to provide positive drainage as approved by PPDS.

PPDS to jointly approve with utilities the size and location of all storm drain, sanitary sewer, water for irrigation and domestic water, and electrical and phone service infrastructure that serves each public open space site.

PPDS to approve access to each public park and open space location and all recreational, public access, and pedestrian/bike access areas for maintenance purposes.

117. **Design Coordination for PUEs and Facilities**

The applicant shall coordinate with PPDS and SMUD and other utilities regarding the location of appurtenances within the Public Utility Easement(s) (PUEs) to minimize visual obstruction in relation to the public parks and open space and recreational, public access, and pedestrian/bike access to best accommodate future park and recreational related improvements. The applicant shall facilitate a meeting with SMUD and PPDS prior to SMUD's facilities coordinating meeting for each project.

118. **Turnkey Development**

All of the park, open space and recreational improvements to be developed on the parks and open space dedications and the recreational, public access, and pedestrian/bike access easements must be undertaken by the applicant under the terms of a Public Improvement or Credit/Reimbursement agreement (collectively "Turnkey Agreement" unless the City decides to undertake the proposed park and recreational improvements and require the applicant to pay the applicable Park Improvement Fees. The applicant shall notify PPDS in writing prior to the approval of the each Final Subdivision Map which includes lots

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designated for park, open space or recreational improvements and shall enter into a City Turnkey Agreement to construct to the satisfaction of the City's PPDS all of the required park, open space and recreational improvements.

The Turnkey Agreement shall address: (1) the preparation and approval of the design and improvement plans, (2) time for completion of the facility (or of each phase if it's not to be completed in one phase) as a function of build-out of the subdivision or issuance of occupancy permits, (3) any credits to be awarded to the applicant against the City's Park Development Impact Fee (PIF) that would be payable as a condition of issuance of building permits for the dwelling units to be constructed in the subdivision, (4) maintenance of all improvements to be accepted into the park maintenance financing district for a minimum of one year and for a longer period until a minimum of 50% of the residential units to be served by the park have received occupancy permits, as determined by City, unless the City agrees to accept maintenance of that park and recreational improvement into the existing park maintenance or community facilities assessment district at an earlier date. The one-year maintenance period shall begin following the issuance by the City of a notice of completion for the improvements in accordance with the terms of the Turnkey Agreement.

MISCELLANEOUS

119. Pay off existing assessments, or file the necessary segregation requests and fees to segregate existing assessments.
120. As required in the Mitigation Monitoring Plan, if unusual amounts of bone, stone, or artifacts are uncovered, work within 50 feet of the area will cease immediately and a qualified archaeologist shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less than significant effect before construction resumes. A note shall be placed on the final improvement plans referencing this condition, and setting out the applicable Mitigation Measures from the Mitigation Monitoring Plan.
121. Form a Homeowner's Association or other financial funding mechanism such as a Community Facility District for the maintenance of the enhanced public improvements as set out in the Design Guidelines, such as special paving treatments, landscaping, street furniture, and similar public amenities. CC&R's or other financial funding mechanism shall be approved by the City and recorded assuring maintenance of the enhanced roadway(s) and/or landscaping

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improvements. The Homeowner's Association or Community Facility District shall fund the maintenance of all public and common area streets, lights, sewers, drains and water systems, unless determined otherwise by the City.

- 122. Provide easement and access to Caltrans for Interstate 5 maintenance. Coordinate with Caltrans District 3 ROW for specifics.
- 123. Dedicate common and open space lots within the Central Shops Historic District and within lots 30a, 30b, 31 and 35 for reciprocal ingress and egress access rights between all affected private parcels. Private reciprocal ingress, egress, and maneuvering easements are required for future development of the Central Shops area and for access between the Central Shops and Old Sacramento covered by this tentative master parcel map. The applicant shall enter into and record an Agreement for Conveyance of Easements with the City stating that a private reciprocal ingress/egress, and maneuvering easement shall be conveyed to and reserved from the appropriate parcels at no cost, at the time of sale or other conveyance of a property interest in either/any of the parcel(s). The foregoing reciprocal access easements shall include, without limitation, rail, vehicular and pedestrian access for ingress and egress.

FIRE DEPARTMENT

- 124. Fire/Police Station: Lots 49a1 and Lot 49a2 shall be dedicated in the name of the City for development of a joint a Fire/Police Station; however, the exact location of any future fire/police station will need to be determined jointly by the Fire and Police Departments following a review of the land use diagram and roadway circulation. As a condition of approval of a final map that would allow for development of Phase 1B1 of the Specific Plan, as described in the EIR development scenario, commencement of construction of the Fire/Police Station must begin so that construction of the Fire/Police Station occurs concurrently with development of Phase 1B in order to provide fire and police services for the Railyards. Please contact Deputy Chief Leo Baustian, at (916) 808-1602 or Deputy Chief Ray Jones at (916) 808-1605 for further information regarding the Fire Station and Dana Matthes at (916) 808-0811 regarding the Police Station.
- 125. All turning radii for fire access shall be designed as 35' inside and 55' outside. Traffic calming devices such as bulb outs need prior approval from the Fire Marshal.

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126. Dead ends exceeding 150 feet in length require an approved Fire Department turnaround (45' radius cul-de-sac or city standard hammerhead).
127. Roads used for Fire Department access shall have an unobstructed width of not less than 20' and unobstructed vertical clearance of 13'6" or more. Exceptions: This provision may be modified, with a resulting road width of not less than 17 feet, if the following conditions are met:
- a. Provisions are made for the emergency use of sidewalks and/or medians by such means as a rolled or mountable curb and surface capable of supporting fire apparatus; or
 - b. Streets are identified for one-way circulation with pull-outs 30 feet in length (i.e. no parking) every 150 feet; or
 - c. A grid system for traffic flow is provided in which roadways in the grid do not exceed 300 feet in length and are accessible from each end from approved access roadways.
128. A minimum of two points of access, from different directions, shall be provided in Phase 1A (as defined in the EIR) or any lot during construction. Northeast area could be accessible from Jibboom Street, Bercut Drive and/or completing Railyards Boulevard through to North 7th Street. Fire only access road could be acceptable.
129. Provide the required fire hydrants in accordance with CFC 903.4.2 and Appendix III-B, Section 5.
130. As development of each lot is implemented, provide two points of connection to the public water distribution system, beginning with the first final map or building permit (i.e., Phase 1A as defined in the EIR).

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Fire Department Historic Building Sites Conditions

- 131. All turning radii for fire access shall be designed as 35' inside and 55' outside. This will be determined on a case (building) by case (building) basis.
- 132. Dead ends exceeding 150 feet in length require an approved Fire Department turnaround (45' radius cul-de-sac or city standard hammerhead).
- 133. A minimum of two points of access, from different directions, shall be provided by phase 1A or any lot during construction. The south end of Lots 27, 28 and 29 could be accessible with an agreement from Union Pacific to provide a "Fire Access" road. "Bump outs" would need to be provided at certain points to allow for the proper turning radius.
- 134. Where practical difficulties with the above conditions occur, the Fire Marshal may consider alternative means of providing equivalent protection.

SCHOOLS

- 135. Provide for a reservation in the name of the Sacramento City Unified School District on lots 67N and 67S for development of an elementary school.

STATE LANDS

- 136. Prior to undertaking improvements, other than constructing public streets and parks, and prior to approval of a final map(s) that encompasses one or more of lots 1, 2a, 2b, 11a, 3a, 3b, 3c, 3d, 3e, 3f, 5a, 6a, 33, 60, 70N, 71N, 71S, and 72 on which State Lands has made a public trust claim, either (a) the applicant shall submit documentation to the City Attorney's satisfaction that the public trust claim asserted by the State Lands Commission over said lot(s) has been removed, or (b) the City Attorney verifies that: (i) the claim of the State Lands Commission in the above listed lots is not a "record title interest in the real property" or a "public easement" which cannot be extinguished without the State's consent as specified in the Subdivision Map Act, and (ii) that the City has no other legal obligation to protect development of the area encompassed by such claim from a use that is incompatible with a public trust interest.
- 137. Intentionally omitted.

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PACIFIC GAS & ELECTRIC (PG & E)

- 138. On Lot 50, the developer must reserve a space with a minimum width of 20 feet by 40 for a future easement to be granted to Pacific Gas and Electric Company. This space will consist of gas regulator station to supply the development with such a large capacity. This will need to be coordinated with PG&E to decide the best location for the regulator lot's placement.

ADVISORY NOTES:

The following advisory notes are informational in nature and are not a requirement of this tentative master parcel map:

Fire Department Advisories:

- 1. Provide a water flow test. (Make arrangements at the Downtown Permit Center's walk-in counter: New City Hall, 3rd Flr, 915 I St. or the North Permit Center's walk-in counter: 2101 Arena Blvd., Suite 200, Sacramento, CA 95834)
- 2. The furthest projection of the exterior wall of a building shall be accessible from within 150 ft of an approved Fire Department access road and water supply as measured by an unobstructed route around the exterior of the building. (CFC 902.2.1)
- 3. Provide appropriate Knox access for site.
- 4. Roads used for Fire Department access that are less than 28 feet in width shall be marked "No Parking Fire Lane" on both sides; roads less than 36 feet in width shall be marked on one side.
- 5. Unless approved by the Fire Marshal, the maximum grade for fire access shall not exceed 4% for High-Rise Structures. Firefighting aerial apparatus set-up locations shall be a minimum width of 30 feet. City Code 15.100.110.
- 6. An automatic fire sprinkler system shall be installed in any portion of a building when the floor area of the building exceeds 4,999 (3,599 as of 01/01/08) square feet. Refer to City Code 15.36.1003, Amendment of Article 10, Section 1003, for exceptions.

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7. Locate and identify Fire Department Connections (FDCs) on address side of building no further than 40 feet and no closer than 5 feet from a fire hydrant.
8. Provide a secondary access. The Chief is authorized to require two means of access for a PUD having sites serving 25 or more dwelling units. CFC 902.1 Appendix III-D, Section 2.1.
9. Provide 5' clearance for second story bedroom window, 8' clearance for third story windows. Provide clear access to building openings, free of landscaping and other obstructions. Exterior doors and openings required by this code or the Building Code shall be maintained readily accessible for emergency access by the Fire Department. CFC 902.3.1.
10. Timing and Installation. When fire protection, including fire apparatus access roads and water supplies for fire protection, is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction.

Building Division Advisory:

11. The Historic Buildings (Central Shops) exterior wall construction and openings may be impacted by location of the proposed property lines (i.e. protection openings/fire resistive wall construction may be required depending on the actual occupancies types of construction, and clear yard distances established). These fire life safety issues maybe mitigated by providing alternate means of protection and/or fire resistive construction/systems, and/or by distances greater than 20 feet from property lines, and/or by designating open spaces with no build easement provisions, all in accordance with the 2007 Historic Code and 2007 CBC/CFC provisions. Furthermore, the existing Historic Building will require a complete Investigation and evaluation which may include but not limited to structural analysis, Fire Safety, Means of Egress, and General Safety.

Utility Department Advisories:

12. Prior to occupancy within the subject area, all sanitary sewer, storm drainage, and water improvements shall be in place, fully functioning, and a notice of completion shall be issued by Development Engineering.

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13. Prior to issuance of any building permits within the subject area all sanitary sewer, storm drainage, and water, improvements shall be in place and fully functioning unless otherwise approved by the Department of Utilities.
14. Many projects within the City of Sacramento require on-site booster pumps for fire suppression and domestic water systems. Prior to design of the subject project, the Department of Utilities suggests that the applicant request a water supply test to determine what pressure and flows the surrounding public water distribution system can provide to the site. This information can then be used to assist the engineers in the design of the on-site fire suppression systems.
15. Per City Code 13.08.490 the applicant is required to pay the Combined Sewer Development Fee, provided that the applicant will receive credit against the Fee for construction or contributing toward the construction of a project or projects that mitigate the impacts on the combined sewer system of combined wastewater flows from the subject area, determined by DOU as provided in City Code 13.04.490 F.
16. Per City Code 13.04.820 the applicant is required to pay the Water System Development Fee, provided that the applicant will receive Water System Development Fee Credits for the construction of water transmission mains, determined as provided in City Code 13.04.820 F. The City and applicant will enter into an agreement related to these credits.

Pacific Gas & Electric (PG & E) Advisories:

17. Continued development consistent with the City's General Plans will have a cumulative impact on PG&E's gas systems and may require on-site and off-site additions and improvements to the facilities which supply these services. Because utility facilities are operated as an integrated system, the presence of an existing gas facility does not necessarily mean the facility has capacity to connect new loads.
18. If PG&E's gas and electric transmission facilities fall within the project limits, they will need to be reviewed by both PG&E's Electric Transmission Supervisor and our Gas Pipeline Engineer. The applicant will need to work closely with PG&E's facilities and the public. Please submit 3 sets of plans to PG&E Attn: Donald Kennedy, Land Services Office 343 Sacramento Street, Auburn, CA 95603. The applicant should contact PG&E's Service Planning Department at (916) 386-5112 as soon as possible to coordinate construction so as not to delay the project.

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19. Expansion of distribution and transmission lines and related facilities is a necessary consequence of growth and development. In addition to adding a new regulator station, upgrades or additions needed to accommodate additional load on the gas system could include facilities such as regulator stations, odorizer stations, valve lots, and distribution and transmission lines.
20. The requesting party will be responsible for the costs associated with the relocation of existing PG&E facilities to accommodate their proposed development. Because facilities relocation require long lead times and are not always feasible, the requesting party should consult with PG&E as early in their planning stages as possible.
21. Dedicate Common Areas as a public utility easement for underground facilities and such underground and aboveground appurtenances and additional areas as required within the common areas as required to provide service as a public utility easement for underground facilities and appurtenances.
22. PG&E operates and maintains tower lines which are located within or adjacent to the proposed project boundaries. Land use is restricted within the easement. One of PG&E's concerns is for continued access to the structures and lines with heavy equipment for maintenance and repair of the towers, insulators, and wires. Another is for adequate ground clearance from the wires as set forth in California Public Utilities Commission General Order No. 95 for the proposed improvements as shown on the plan. Should an infraction occur, the developer will be responsible for the costs of rising or the relocation of the facilities. The planting of trees is considered an unacceptable use within our easements. Unless approved by PG&E's Vegetation Management personal.
23. PG&E owns and operates gas transmission facilities which are located within or adjacent to the proposed project boundaries along 7th and D Street. To promote the safe and reliable maintenance and operation of utility facilities, the California Public Utilities Commission (CPUC) has mandated specific clearance requirements between utility facilities and surrounding objects or construction activities. To ensure compliance with these standards, project proponents should coordinate with PG&E early in the development of their plans. Any proposed development plans should provide for unrestricted utility access and prevent easement encroachments that might impair the safe and reliable maintenance and operation of PG&E facilities. When potholing gas transmission facilities to confirm depths, PG&E standby

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personnel is required. Please contact Charlene Kinard with PG&E at (916) 386-5247 to schedule PG&E standby to monitor potholing activities.

Parks Department Advisory:

24. **Maintenance**

The City will be responsible for maintenance of City-owned or controlled property only. The City shall only be responsible for the applicable proportion of the maintenance costs for areas that are under a public access easement which are subject to multiple access or use easements and under the concurrent control of other entities and private property owners (e.g., outdoor cafes within Central Shops Plazas).

Regional Transit Advisory:

25. RT will agree to reduce the minimum vertical clearance along 7th Street and F Street to 16'6" subject to Public Utility Commission approval of a waiver of the applicable PUC requirement. If the Public Utility Commission does not approve the waiver, the required vertical clearance is 19'6" (mixed traffic) for the overhead contact wire, the poles, assemblies and signaling messenger wires extend the envelope to 26 feet vertical clearance outside of structures.

7th Street Construction Phasing Advisory:

26. In the first phase of MOS1/DNA expansion, the MOS1 track would be placed in the easterly most vehicular travel lane from F Street to South Park Street and from North Park to Richards Blvd. Seventh Street has two way auto traffic. The travel lane between the MOS1 line and the south bound vehicular traffic would be striped to prohibit vehicular usage. Pedestrian walks on both sides of the existing underpass would be removed as necessary to permit two 11 foot travel lanes on the west side of the existing street. Sections S15 (MOS1), S17(MOS1) and S21 (MOS1) illustrate this phase. This reach of single track will become the ultimate north bound track in the two track system.

Between South and North Park Streets, the MOS1 line would utilize the easterly mixed lane of what will ultimately be the future southbound DNA track. This length of track would be on the westerly side of the future raised platform. See Section S16 (MOS1). A temporary crossover track through the intersections will

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move the trains from this section of ultimate south bound double track to the ultimate north bound double track.

In the second phase of MOS1/DNA construction, from F Street to South Park Street and from North Park to Richards Blvd., a second track used for south bound trains would be constructed in the formerly striped travel lane adjacent to and west of the existing MOS1 track. The existing retaining walls north and south of the Seventh Street underpass will be widened by about 5 feet on the west side of the street to accommodate the required full width for all travel lanes. Sections S15, S7 and S21 illustrate this phase. In this phase, Seventh Street will also be converting to one way south configuration.

At the LR station between South and North Park Streets, the temporary cross over track will be removed and the ultimate north bound track will be constructed on the east side of the Light Rail Station. See Section S16.

SMUD Advisories:

- 27. Allocate space for subsurface switch vaults (9' x 20' ID, Typical) in planter strips or back of walk. Typically one or two per city block in ORMU zoned parcels, on per city block in RRMU zoned parcels and one every other block in RMU zoned parcels to SMUD specification. In area adjacent to designated open space parcels, or where setbacks are available, pad mounted switching cubicles may replace these subsurface switch vaults.
- 28. SMUD shall serve transformer vault locations below grade, on grade, inside or outside of the building.

SUBDIVISION MODIFICATIONS

The **Subdivision Modification** to allow non-standard intersections, non-standard block corner radii and non-standard street curve radii is hereby **approved** subject to the following conditions of approval:

- 1. The applicant shall comply with the conditions of approval on the Master Tentative Parcel Map (P05-097).

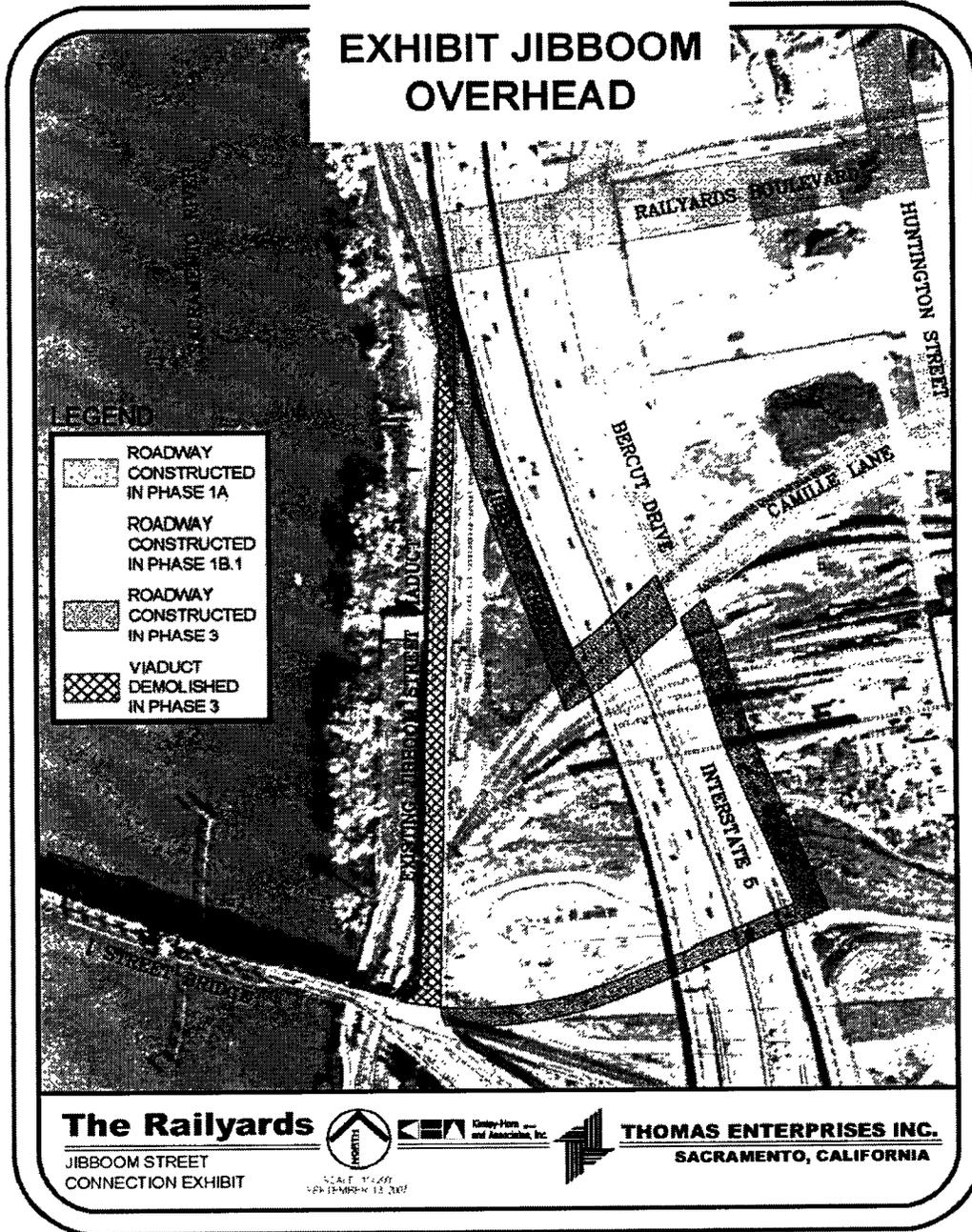
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DATE ADOPTED: _____

EXHIBIT A



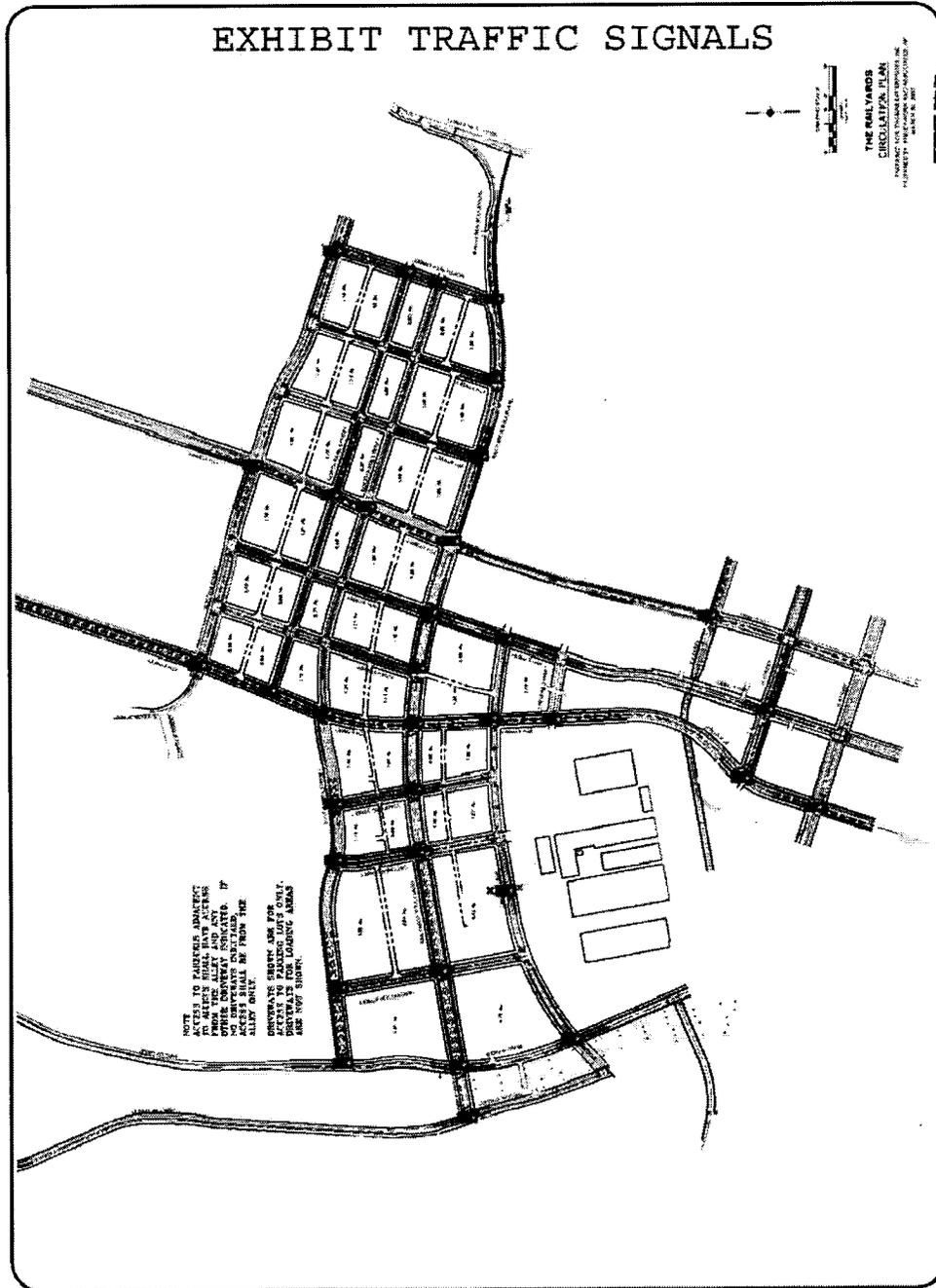
FOR CITY CLERK USE ONLY

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DATE ADOPTED: _____

EXHIBIT B



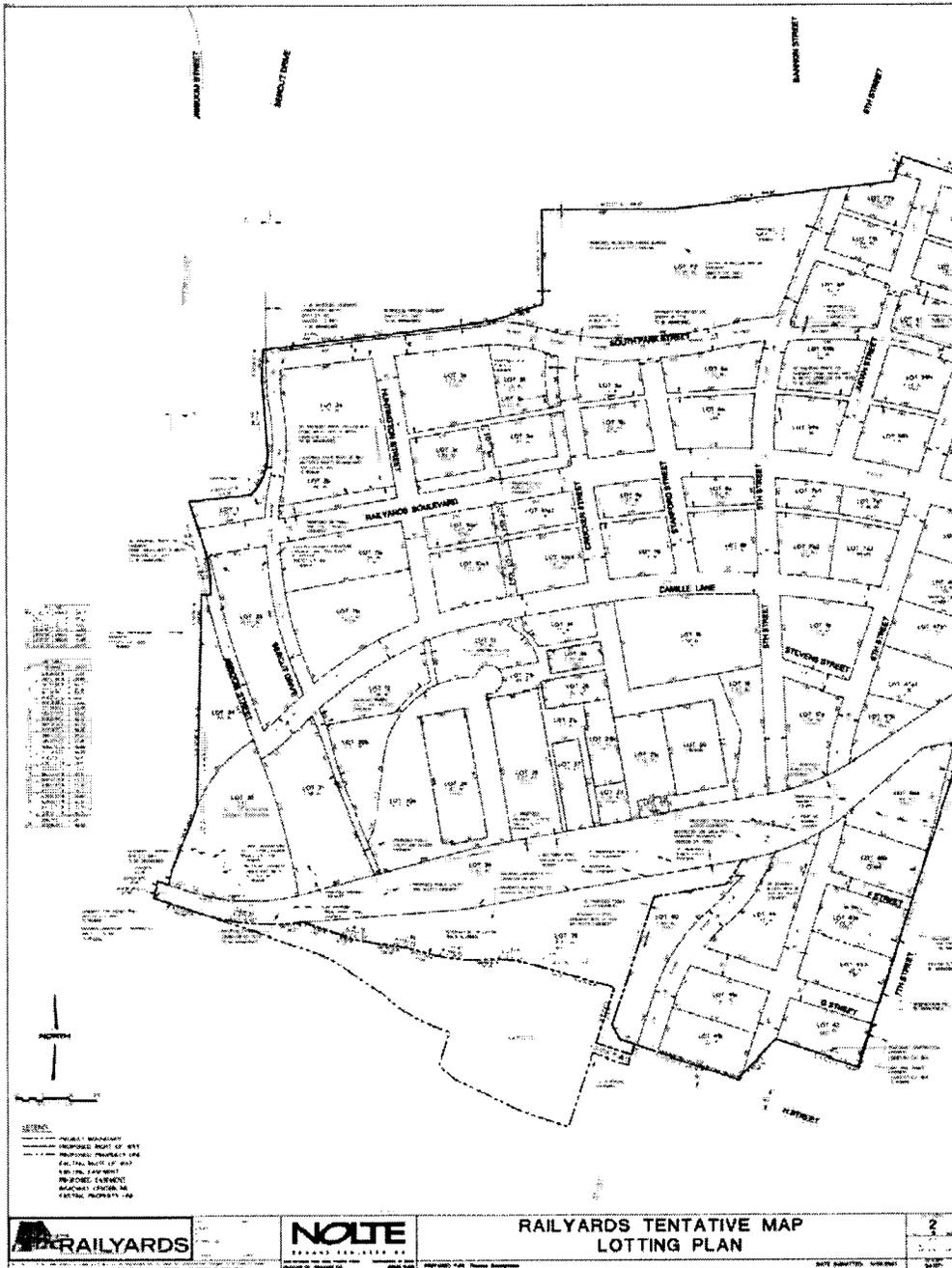
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DATE ADOPTED: _____

EXHIBIT C



Railyards Development Agreement Exhibits

Revision Date: 12-11-07

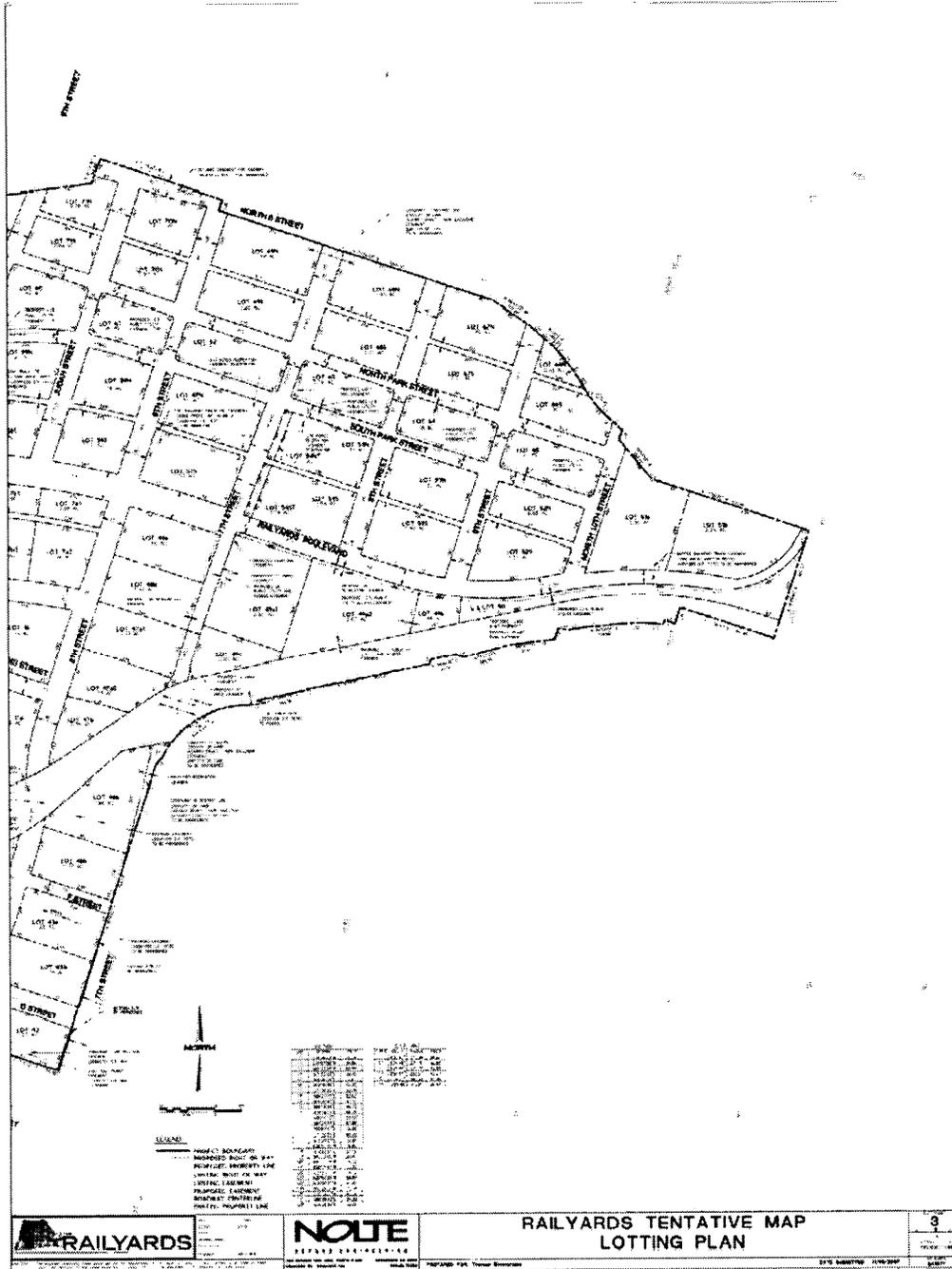
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EXHIBIT D



Railyards Development Agreement Exhibits

Revision Date: 12-11-07

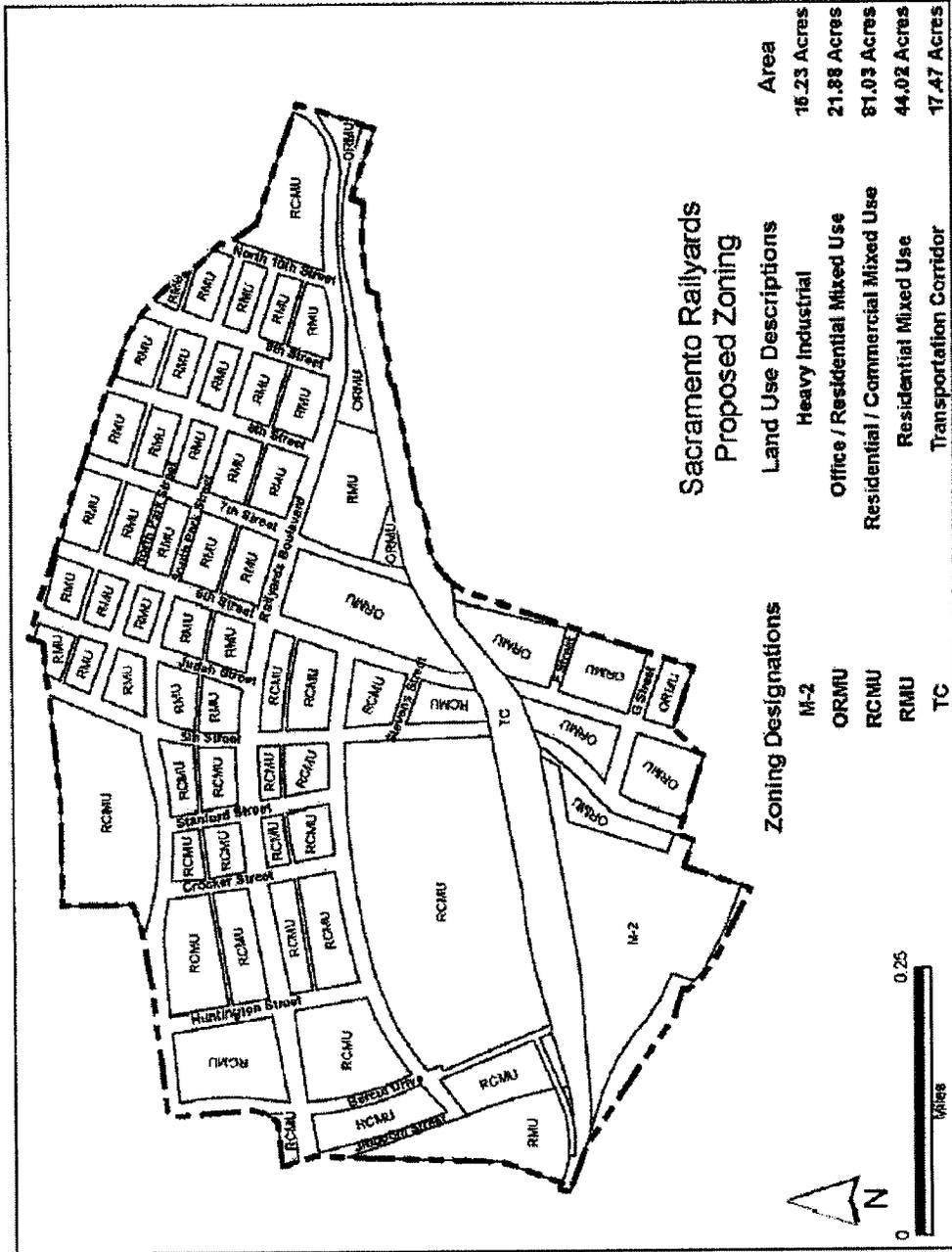
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Exhibit C-2 Zoning Map



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Exhibit C-3

**Inclusionary Housing Plan
The Railyards
December 3, 2007**

Introduction

S. Thomas Enterprises of Sacramento, LLC is the owner and developer (the “Developer”) of certain real property in the City of Sacramento known as The Railyards, an urban infill mixed-use redevelopment project which will include up to 12,000 high density housing choices (the “Project”). The Project is located within the current Richards Boulevard Redevelopment Area and the proposed Railyards Redevelopment Area.

The City of Sacramento Mixed Income Housing Ordinance, Municipal Code Chapter 17.190 (“Inclusionary Housing Ordinance”), sets forth affordable housing requirements for new growth areas (the “Inclusionary Requirement”). Pursuant to section 17.190.110 (B) of the Inclusionary Housing Ordinance, an Inclusionary Housing Plan must be approved prior to or concurrent with the approval of legislative entitlements for the Project. Individual residential development projects shall be required to submit site-specific plans showing the location, bedroom size, and any design changes for inclusionary units, for the City’s review pursuant to the Railyards Special Planning District process. Such site-specific plans shall be consistent with the affordability percentages and income levels that are specified in this Inclusionary Housing Plan.

This Inclusionary Housing Plan fully complies with the Inclusionary Housing Ordinance and with Community Redevelopment Law (“CRL”).

Subsequent approvals for the Project will be consistent with the Inclusionary Housing Plan, and development of further detail concerning such items as the siting, mix and phasing of affordable residential units shall, pursuant to section 17.190.110 of the Inclusionary Housing Ordinance, be set forth in an Inclusionary Housing Agreement(s) executed by the Developer and the City, the Redevelopment Agency of the City (“RACS”), or the Sacramento Housing and Redevelopment Agency (“SHRA”), as applicable, and recorded against all the residential land in the Project. The Inclusionary Housing Agreement(s) and any amendments to the Inclusionary Housing

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Plan shall be consistent with the Development Agreement and the Railyards Special Planning District.

Market Analysis for Ownership Housing

As a follow-up to a May 2007 City Council housing workshop, the SHRA is undertaking a market analysis to provide additional information to the Council on income levels for affordable ownership housing. In the event that the Inclusionary Housing Ordinance is amended to reflect that market analysis, the City agrees that the Developer shall be entitled to modify this Inclusionary Housing Plan accordingly.

Current Standards for Inclusionary Housing

The Developer will fully comply with the current Inclusionary Housing Ordinance for the Project: ten percent (10%) very low income units and five percent (5%) low income units, for a total of fifteen percent (15%) affordable units within the Project (the "Inclusionary Units"). Because the Project is located in a redevelopment area, it must also comply with the CRL, which requires longer duration of affordability covenants than does the Inclusionary Housing Ordinance. Accordingly, pursuant to the CRL any rental Inclusionary Units provided for the Project will remain affordable for 55 years, and any ownership Inclusionary Units provided for the Project will remain affordable for 45 years, rather than for 30 years as provided in the Inclusionary Housing Ordinance.

Number, Affordability Levels, and Tenure of Inclusionary Units

The total build-out of residential units in the Project has not yet been finalized. Based on current Project proposals of a total of 12,000 dwelling units, the Inclusionary Requirement is 1800 units. If the Project approvals are amended to increase or decrease the number of dwelling units in the Project, this Plan will be adjusted to reflect a number equal to the stated percentage of the adjusted number of dwelling units.

Special Needs Housing

The Developer seeks to provide affordable special needs housing as part of the Project. It has been noted that affordable housing also includes an often forgotten segment of housing for special needs populations. The City's Housing Element in the General Plan addresses housing for "individuals or households who share a common type of need due to age, disability, income or other mutual circumstance." The 2000 Census reported that Sacramento had over 150,000 special needs individuals and

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households.

The California Legislature has recognized the importance of fulfilling this need, as well as the benefits provided to cities and residents from such housing, by including senior housing developments and special needs housing programs in legislation providing density bonuses, loan programs, or other development incentives. Several California cities, including San Francisco, Carlsbad and Novato, also have recognized this need by permitting inclusionary credit for affordable senior and other special needs housing.

The City is in the process of updating the Housing Element of the General Plan, including addressing special needs housing. The City, the SHRA and the Developer will work together in the development of affordable special needs housing consistent with the updated Housing Element.

Density Bonus

The Developer shall receive a density bonus pursuant to Government Code section 65915 and section 17.190.040 of the Inclusionary Housing Ordinance. In addition, should any City, State or Federal program or law permit the award of additional density bonuses, whether for provision of affordable housing, special needs housing, or otherwise, Developer shall have the right to apply for such bonuses and to receive them if awarded.

Proposition 1C Grant Requirements

Effective August 24, 2007, the Infill Incentive Grant Program of 2007, Health and Safety Code section 53545.12, *et seq.*, permits funds approved pursuant to State Proposition 1C to be used for capital outlay grants to qualifying urban infill residential and mixed-use projects. In the event that Developer receives a capital outlay grant, this Inclusionary Housing Plan will be amended if necessary to ensure compliance with the Infill Incentive Grant Program requirements. However, Developer shall continue to comply with the income levels, housing percentages, and other requirements of the Inclusionary Housing Ordinance. Developer shall also comply with the duration of affordability covenants required by the CRL or the Infill Incentive Grant Program, whichever duration is longer.

Transit Oriented Development Housing Program

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Health and Safety Code section 53560, *et seq.*, provides low-interest loans, grants, or a combination of the two, to qualifying housing developments and infrastructure projects to stimulate production of housing near transit stations. Threshold requirements for application include the provision of at least fifteen percent (15%) of the total residential units as affordable rental and/or ownership units with affordability covenants lasting 55 years. During the application process points are awarded for the affordable units, among other items. The TOD Housing Program regulations are still being promulgated and may be revised before they are adopted. In the event that the Developer adjusts the number, type, or affordability level of the Inclusionary Units pursuant to the adopted TOD Housing Program, this Inclusionary Housing Plan will be amended as necessary to reflect the adjustments. However, Developer shall continue to comply with the income levels, housing percentages, and other requirements of the Inclusionary Housing Ordinance, and shall comply with the duration of affordability covenants required by the CRL or the TOD Housing Program, whichever duration is longer.

Unit Size

The sizes of Inclusionary Units have not yet been determined, but will accommodate households of diverse sizes, in conformity with the Inclusionary Housing Ordinance.

Location

The Inclusionary Units will be provided on the Project site, and will be located and sited in conformity with the requirements of the Inclusionary Housing Ordinance.

Phasing

Developer will comply with the Inclusionary Housing Ordinance, which provides for development of the Inclusionary Units concurrently with the phasing of the Project.

Marketing

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The Inclusionary Housing Ordinance does not provide specific requirements for marketing of the affordable units. The Developer will comply with applicable Federal and State laws with respect to marketing of the Inclusionary Units, and will cooperate with the City and the RACS or SHRA as applicable to ensure that eligibility requirements are met.

Financing

The City and the RACS shall dedicate all tax increment generated from the Railyards Project and set aside for housing, exclusively to finance projects built to satisfy the Inclusionary Requirement for the Railyards Project, until such time as all required Inclusionary Units for the Project have been completed. If the Railyards Project itself remains in the Richards Redevelopment Project Area, only tax increment generated from the Railyards Project will be so dedicated. However, if the Railyards Redevelopment Project Area is established, only tax increment from the Railyards Project itself will be so dedicated.

Developer will pay Housing Trust Fund Fees in accordance with the City Code. All Housing Trust Fund Fee revenue generated from the Railyards Project itself shall be used to provide Inclusionary Housing that is deemed by the City to satisfy the Railyards Project's Inclusionary Housing Requirement. In no event shall the Railyards Project itself be entitled to receive any other Housing Trust Fund Fee revenue from properties other than itself. The Project shall only receive Fee revenue that the Project generates.

Incentives, Assistance and Subsidies

Pursuant to City Municipal Code section 17.190.040, upon application therefor the City shall make available to a residential project developer a program of waiver, reduction or deferral of development fees, administrative and financing fees for Inclusionary Units. Such a program may include application, on behalf of a developer, to the California Housing Finance Agency to obtain school facility fee reimbursements for eligible projects and credit such funds to offset school fees paid by a project; and application to the county of Sacramento residential impact fee waiver and deferral program for waiver and/or deferral of regional sanitation impact fees. The Developer intends to make such application, pursuant to section 17.190.040, in order to offset the Developer's cost of the Inclusionary Requirement.

Amendment and Administration of Housing Plan

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This Inclusionary Housing Plan shall be administered by the City Planning Director with the advice of the Executive Director of the SHRA. The Planning Director may make minor administrative amendments to the text of this Plan as provided in City Municipal Code section 17.190.110 (B) (3) (d).

Developer's assignees that provide affordable housing as part of the Project's Inclusionary Requirement shall be subject to this Inclusionary Housing Plan, as the same may be amended.

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EXHIBIT D

**ENVIRONMENTAL IMPACT REPORT
AND MITIGATION MEASURES**

THE RESOLUTION CERTIFYING THE DRAFT AND FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PROJECT AND ADOPTING FINDINGS OF FACT, MITIGATION MEASURES, STATEMENTS OF OVERRIDING CONSIDERATION WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 11, 2007 BY RESOLUTION NO. 2007- 903.

THE ADOPTED MITIGATION MEASURES ARE SET OUT IN THE MITIGATION MONITORING PROGRAM, AND ARE INCORPORATED IN THIS AGREEMENT BY THIS REFERENCE.

NOTE: IF THE CITY APPROVES ANY CHANGES TO THE MITIGATION MEASURES AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, THOSE CHANGES WILL BE INCORPORATED INTO THIS AGREEMENT WITHOUT THE NEED FOR AN AMENDMENT TO THIS AGREEMENT, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT.

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EXHIBIT E

INCLUSIONARY HOUSING PLAN

THE INCLUSIONARY HOUSING PLAN FOR THE PROJECT DATED AS OF DECEMBER 3, 2007 AND APPROVED BY THE CITY COUNCIL ON DECEMBER 11, 2007 BY RESOLUTION NO. 2007- 911 IS ATTACHED AS EXHIBIT C-3 AND INCORPORATED IN THIS AGREEMENT BY THIS REFERENCE.

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

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EXHIBIT F
FINANCING PLAN

THE RAILYARDS SPECIFIC PLAN PUBLIC FACILITIES FINANCING PLAN DATED AS OF NOVEMBER 2007 AND APPROVED BY THE CITY COUNCIL ON DECEMBER 11, 2007 BY RESOLUTION NO. 2007- 910 IS INCORPORATED IN THIS AGREEMENT BY THIS REFERENCE AS IF SET FORTH IN FULL.

NOTE: ANY CHANGES TO THE FINANCING PLAN DO NOT REQUIRE AN AMENDMENT TO THIS AGREEMENT TO BECOME EFFECTIVE, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT.

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EXHIBIT G

PROTEST WAIVER PROVISIONS

LANDOWNER understands and agrees that financing and maintenance of the Public Facilities, including Backbone Infrastructure, and other programs required under the Specific Plan and Tentative Map will be accomplished through a variety of Public Financing Mechanisms, including, without limitation, a combination of special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts), and Development Fees, all of which mechanisms are designed to spread the cost of the Public Facilities in accordance with benefit to the properties included in such Public Financing Mechanisms and other fee programs and methodologies. LANDOWNER further understands and agrees that an important component of this Agreement is LANDOWNER's advance consent to the formation of, or implementation of, any such Public Financing Mechanisms, and LANDOWNER's agreement not to protest or contest such formation, implementation or fee imposition.

Accordingly, LANDOWNER agrees for itself, its constituents, successors and assigns that it fully, finally and forever waives and relinquishes any right it may have to protest or contest the formation or implementation of any Public Financing Mechanism to fund and maintain Public Facilities, together with any rights it may have to contest the imposition of any Development Fee established or imposed pursuant to the Financing Plan. Nothing in this Agreement, however, shall prevent LANDOWNER from presenting CITY any information or opinions regarding any Public Financing Mechanism and Development Fee 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 Financing Plan, or which information or opinions relate to the question of consistency of the Public Financing Mechanism or Development Fee with the Financing Plan.

If a Public Financing Mechanism and/or Development Fee is proposed for adoption by CITY, which mechanism or fee (i) directly and significantly conflicts with the language and the intent of the Financing Plan, as it may be amended from time to time, and/or (ii) directly and significantly conflicts with the Nexus Study adopted by the City Council in connection with establishment of Development Fee for the Financing Plan area; LANDOWNER shall have the right to protest only the actual amount of the directly

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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 Public Financing Mechanism or Development Fee. However, LANDOWNER's 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 Public Financing Mechanism or Development Fee, together with the fee, charge, special tax or assessment, is established by the City Council.

LANDOWNER's right to judicial challenge of any such Public Financing Mechanism or Development Fee, 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 Public Financing Mechanism or Development Fee, or the fees, charges, assessments or special taxes as applied to the Property or the Project for Public Facilities, and waives any statutory or common law right to withhold payment or 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 Financing Plan:

(1) Waives, and hereby grants advance consent to the formation and implementation of any and all special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts), fee districts or other Public Financing Mechanisms of a similar nature recommended or established by CITY for the purpose of financing and maintaining Public Facilities.

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.

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(2) Waives, and hereby grants advance consent to the formation and implementation of any and all Development Fees and special fees, exactions, development fees, assessments, taxes or other charges established by CITY for the purpose of financing and maintenance of Public Facilities. Without limiting the generality of the foregoing, LANDOWNER specifically waives: (i) to the extent applicable, those statutory and constitutional provisions specified in paragraph (1) above; and (ii) the provisions of Government Code Sections 66000, et seq., or any other provision of law providing a procedure for contest or protest of establishment or imposition of Development Fees and 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 Public Financing Mechanisms that have been or will be in the future selected or recommended by CITY in order to implement the Financing 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 Public 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 Public Financing Mechanism.

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

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EXHIBIT H
PARKS AND OPEN SPACE REQUIREMENTS

SEE ATTACHED

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ORDINANCE NO. _____

DATE ADOPTED: _____

Revised 10/18/07, J.P. Fiedel (based on 10/15/07 TE Map)
 10/24/07 J.P. Fiedel
 11/14/07 R. R. R. Right approved by J.P. Fiedel

Oct 1, 2007

THE RAILYARDS
 Open Space Summary
 Acreage and cost info from R. R. R.

Phase	Parcel	Unsur ML	Park	Notes	Finances Plan			Quantity		JPT Notes
					AC	SF	\$SF	Total \$ [B]	AC	
E	1A	0.70	30,482	14	437	0.70	437	0.70	437	
E	1A	0.68	20,036	20	401	0.68	401	0.68	401	
E	1B	0.32	13,939	20	279	0.32	279	0.32	279	City will own and provide easement.
E	1B	0.55	23,859	25	589	0.55	589	0.55	589	
E	1B	1.25	55,579	35	1,675	1.25	1,675	1.25	1,675	
E	1B	0.11	4,782	25	120	0.11	120	0.11	120	
E	1B	0.02	7,841	25	199	0.02	199	0.02	199	
E	1B	0.04	57,499	25	1,437	0.04	1,437	0.04	1,437	
E	1B	2.84	123,710	25	3,083	2.84	3,083	2.84	3,083	
E	1B	0.77	33,541	25	839	0.77	839	0.77	839	
E	1B	4.30	107,308	0.00	0.00	4.30	0.00	4.30	0.00	State to develop; assumes all outdoor space has unrestricted public access
E	2	1.57	89,389	15	1,026	1.57	1,026	1.57	1,026	
E	2	0.20	8,712	20	174	0.20	174	0.20	174	
E	2	1.80	43,590	20	871	1.80	871	1.80	871	Area changed in this plan; see analysis by Mott
E	2	0.15	7,409	15	111	0.15	111	0.15	111	Paving only (separated sidewalk)
E	2	10.35	450,840	25	11,271	10.35	11,271	10.35	11,271	Cracked remainder; no Copan. Paved to be sited here
E	2	0.03	1,307	15	20	0.03	20	0.03	20	Paving only (unpaved sidewalk)
E	2	24.10	1,135,918	20	22,769	24.10	22,769	24.10	22,769	
E	3	1.88	108,521	20	1,448	1.88	1,448	1.88	1,448	
E	3	2.68	90,609	20	1,472	2.68	1,472	2.68	1,472	
E	3	0.03	3,920	15	59	0.03	59	0.03	59	Paving only (separated sidewalk)
E	3	0.03	1,307	15	20	0.03	20	0.03	20	Paving only (separated sidewalk)
E	3	0.04	1,742	15	26	0.04	26	0.04	26	Paving only (separated sidewalk)
E	3	0.04	1,742	15	26	0.04	26	0.04	26	Paving only (separated sidewalk)
E	3	0.04	74,023	15	1,124	0.04	1,124	0.04	1,124	With landscape area
E	3	0.28	81,420	20.8	1,278	0.28	1,278	0.28	1,278	
E	3	0.86	41,818	20.8	810	0.86	810	0.86	810	
E	3	1.33	57,835	20.8	1,295	1.33	1,295	1.33	1,295	
E	3	1.19	81,838	20.8	1,078	1.19	1,078	1.19	1,078	
E	3	1.18	51,401	20.8	1,089	1.18	1,089	1.18	1,089	
E	3	1.21	62,708	20.8	1,095	1.21	1,095	1.21	1,095	
E	3	0.11	4,792	15	72	0.11	72	0.11	72	Landscape (BluePaved way)
E	3	0.15	6,254	15	94	0.15	94	0.15	94	Landscape (BluePaved way)
E	3	0.06	2,814	15	39	0.06	39	0.06	39	Landscape (BluePaved way)
E	3	0.06	5,287	20	105	0.06	105	0.06	105	168 With landscape area complementing LRT Station
E	3	0.12	5,287	20	113	0.12	113	0.12	113	With landscape area complementing LRT Station
E	3	0.13	5,863	20	113	0.13	113	0.13	113	With landscape area complementing LRT Station
E	3	16.89	727,016	0.00	14,306	16.89	14,306	16.89	14,306	City will get property (5.13 ac.) via TE City Purchase/Sale Agreement
E	3	3.13	136,343	0.00	0.00	3.13	0.00	3.13	0.00	City will get property (5.13 ac.) via TE City Purchase/Sale Agreement
ns	39	48.82	2,039,276	0.00	\$37,078	48.82	\$37,078	48.82	\$37,078	Avg. \$979/sq. development Cracked only once under Damby, and not also under PIF
SUBT		9.00			9.00			9.00		est. 55 ac. to meet 2.5 ac./1000 on-site = 4 ac. gap est. 110 ac. to meet 6 ac./1000 overall = 69 ac. gap
TOTAL		84.92						84.92		

City Notes:
 1) Above does not include 1.11 ac. State owned (sharred parcel); assumed coming to City directly via land swap
 F = Fee title to City
 E = Easement to City
 P = Paves per TE 10/23/07
 Linear miles calculated for O&M costs in Fiscal Impact Analysis
 (max. allowed by City Code)

Railroads Development Agreement Exhibits

Revision Date: 12-11-07

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

RAILYARDS: "Value Analysis" of TE Proposal for Open Space (values in 2007 \$1000s)

Meeting: TE-City MOU Meeting, Park Development Fee and Quimby Act Requirements

Pursue creative ways to minimize impact of requirements by considering:
 (per City Agreement 2003-0176-1)

- 1) reduce amount of fees;
- 2) additional credit for desirable portions of RY property;
- 3) reduce per-unit factors; and/or
- 4) include retention basins and public areas (plazas, museums, courtyards, etc.)

Recommendations

- 1) "waive" some fees (Quimby in lieu)
- 2) credit given for: plazas, bike/pedways connecting public spaces; under freeway; RR spur; capped remediation site (Vista Park)
- 3) no per unit reductions recommended
- 4) no retention basins in project design
- 5) do not reduce 5 ac./1000 requirement for high density infill projects citywide, get as close to 2.5 ac./1000 on-site and implement MOU conditions via D.A.

NOTE: Quimby + P/F fees already set lower than full cost coverage to acquire or develop

Admin. Code 18-44 (Quimby): Land Dedication or In Lieu Fees

Current requirement	Est. acres/ft ²	TE proposes (\$/ac.)	Gap (ac.)	Gap (\$)	Notes/Assumptions
5 ac./1000	105.5	42.0	55.5	\$16,650.0	City already flexible on counting proposed OS per MOU (see above) City can accept any combination of land + fees up to 5 ac./1000 Est. \$300K/ac. value per Quimby Ordinance
2.5 ac. Neigh. Parks on-site + 2.5 ac. Community Parks	<53 + 53>	\$12,800.0	<4.5 on-site>	<\$1,170.0 on-site>	
Max. 25% credit for private rec. improvements		9.0			
				\$1.0	

Admin. Code 18-45: Park Development Impact Fee (PIF)

Current requirement	Est. \$	TE proposes (\$/ac. for 42 ac.)	Gap (\$)	Notes
	\$36,000.0	\$36,247.0	-\$247.0	TE proposes Turkey development of est. 42 ac. @ average \$60K/ac.; City usually spends \$330K/ac.

Totals: **\$57,980.0** | **\$51,847.0** to provide 5 ac./1000 of value

Additional improvements to be provided: **\$3,100.0**

Timing: No final map or building permits can be issued for Lot 35 until these improvements and development of Lot 34 are completed.

Remainder of Quimby In Lieu Fees to be waived: **\$13,303.0**

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____



Sacramento Riverfront Trail Project Scope
City of Sacramento – Department of Parks and Recreation
Park Planning and Development Services

Sacramento Riverfront Trail

The proposed Sacramento Riverfront Trail will consist of 4,000 linear feet of trail from Tiscornia Park to the I Street Bridge on the top of the east Sacramento River levee. The majority of the bike and pedestrian use trail will consist of 10' of asphalt and 1' decomposed granite shoulders with 9' of landscaping on each side. At each of the two entry points, a 50' by 20' plaza with concrete seat walls, a drinking fountain, an interpretive sign, and additional landscaping is proposed. At about 1,000' from each end of the trail, two 20' long seating areas are proposed. Each would have two benches with 6' additional paving and an interpretive sign. Three additional interpretive signs are proposed along the trail. Lighting would be included in the project and would consist of pedestrian-scaled fixtures at 100' on center.

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

EXHIBIT I
OFFER OF DEDICATION FORM

SEE ATTACHED

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

*Recording Requested by and Benefiting
the City of Sacramento, a Government Entity –
No Fee Required per Government Code 6103*

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Clerk
City of Sacramento
915 I Street
Sacramento, CA 95814

**OFFER TO DEDICATE
(IN FEE OR EASEMENT)**

_____, a _____, (“GRANTOR”) hereby offers to dedicate in (fee or easement) to the CITY OF SACRAMENTO, a municipal corporation (“CITY”), that certain real property (“Property”) in the City of Sacramento, County of Sacramento, State of California, described as follows:

See Exhibit “A”, legal description, and Exhibit “B”, exhibit map, attached hereto and made a part hereof.

GRANTOR, for itself, its successors and assigns hereby waives any claims for any and all damages which: (i) will accrue to the remaining property of the undersigned by reason of its severance from that portion the Property subject to this offer to dedicate, (ii) taking compensation, if any, or (iii) damages on account of the location, establishment, construction or operation of the public facilities to be located on the Property. The foregoing waivers shall include any and all rights or claims that GRANTOR may have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation. GRANTOR acknowledges for itself, its successors and assigns that it has been advised to seek the advice of counsel on the issue of waiver of severance and other damages, and has either done so or has chosen not to do so despite being given such advice.

GRANTOR acknowledges and agrees as follows:

1. This offer is given pursuant to Government Code Section 7050, and shall be recorded in the office of the County Recorder, County of Sacramento.

Railyards Development Agreement
Exhibits

Revision Date: 12-11-07

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

2. This offer may be accepted at any time by the City Council of CITY. This offer may be terminated only in the manner specified in the Streets and Highways Code, commencing at Section 8300, for summary vacation of streets or highways.
3. CITY assumes no responsibility or liability whatsoever with respect to the Property or occurrences thereon, as a consequence of the offer set forth herein.
4. GRANTOR shall not create, nor permit to be created, any lien, encumbrance or other title impediment of any sort or nature on or affecting the Property.
5. At the time CITY accepts this offer, GRANTOR shall insure that the Property is free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except (a) easements or rights-of-way for public utilities, if any, (b) items which CITY has expressly consented in writing, if any, and (c) the land use covenants and other restrictions specified by the California Department of Toxic Substances Control or its successor agency.
6. In the event that there are improvements upon the Property placed thereon either before or after this offer is recorded, GRANTOR shall have full legal responsibility, without cost to CITY, to remove such improvements, if this offer is accepted by CITY.
7. The California Department of Toxic Substances Control (DTSC), or its successor agency, has required LANDOWNER to remediate the Hazardous Substances on the Property. At the time the Property title is to be transferred to PUBLIC AGENCY, LANDOWNER shall provide PUBLIC AGENCY with written verification from DTSC that all Hazardous Substances on the Property has been properly remediated.

As used in this offer, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Property shall be governed by the provisions of section 8 below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by CITY prior to acceptance of the offer.

8. GRANTOR agrees and covenants to indemnify and defend CITY and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any acts or omissions related to the presence, use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property as long as the Property is used by CITY for the purpose for which it was dedicated. GRANTOR further agrees and understands that CITY does not, and shall not be deemed to, waive any rights against GRANTOR which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available to CITY. The provisions of this Section 8 shall survive the acceptance of the Property by CITY hereunder.

9. This offer is made by GRANTOR for itself, its heirs, successors and assigns, and shall be fully binding on such heirs, successors and assigns.

GRANTOR represents and warrants that the GRANTOR owns the entire fee interest in the Property and therefore has the legal right to execute this offer. The individual executing this offer on behalf of GRANTOR represents and warrants that he or she has been authorized to do so by GRANTOR and that GRANTOR shall thereby be obligated to perform the terms of this offer.

IN WITNESS WHEREOF, GRANTOR has executed this offer on the date set forth below.

GRANTOR(s):

By: _____

Title:

Print Name:

Date: _____

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

EXHIBIT J
RESERVATION AGREEMENT FORM

SEE ATTACHED

FOR CITY CLERK USE ONLY

CITY AGREEMENT NO. _____ ORDINANCE NO. _____
DATE ADOPTED: _____

*Recording Requested by and Benefiting
The _____, a Government Entity –
No Fee Required per Government Code 6103*

Documentary Transfer Tax Not Required:
Revenue and Taxation Code §11922

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

RESERVATION OF REAL PROPERTY AGREEMENT

THIS RESERVATION AGREEMENT (herein "this Agreement") is entered into this _____ day of _____, 20____, (the "Effective Date") by and between _____ (herein "LANDOWNER") and _____ (herein "PUBLIC AGENCY").

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 located in the _____ Community Plan Area, subject to certain conditions and obligations set forth in the Development Agreement.

B. Pursuant to the Development Agreement, LANDOWNER is required to reserve a portion of the Property (herein "the Reservation Parcel") for the future development by PUBLIC AGENCY of specified public facilities.

C. The purpose of this Reservation Agreement is to specify the purchase price and schedule for acquisition of the Reservation Parcel.

AGREEMENT

NOW, THEREFORE, LANDOWNER AND PUBLIC AGENCY HEREBY AGREE AS FOLLOWS:

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

1. Property Ownership

LANDOWNER hereby certifies that it is the owner in fee title of the real property situated in the City of Sacramento as depicted in Exhibit A, which is attached hereto and incorporated herein by this reference ("Property").

2. Consideration for Reservation

LANDOWNER's offer to reserve a portion of the Development Property for future sale to PUBLIC AGENCY as described herein is made in furtherance of a condition of approval by the City of Sacramento for LANDOWNER to develop the Property.

3. Reservation Parcel

Subject to the conditions set forth herein, LANDOWNER shall designate, set aside, and irrevocably offer to sell to PUBLIC AGENCY for _____ purposes a portion of the Property consisting of _____ as the Reservation Parcel, which is depicted on Exhibit A and described in Exhibit B, which is attached hereto and incorporated herein by this reference. In the event of a conflict between Exhibits A and B, Exhibit B shall prevail.

4. Purchase Price

In accordance with Government Code Section 66480, the purchase price for the Reservation Parcel shall be based on the fair market value of the property at the time of the filing of the tentative map that encompasses the Reservation Parcel, plus the taxes paid and any other costs incurred by LANDOWNER for the maintenance of the Reservation Parcel, including interest costs incurred on any loan covering the Reservation Parcel, from the date of filing of the referenced tentative map to the date of acquisition.

5. Documents and Agreements

At the time of filing the tentative map that encompasses the Reservation Parcel, the LANDOWNER shall provide PUBLIC AGENCY the following documents that were prepared within the prior six months: (i) an appraisal of the fair market value of the Reservation Parcel prepared by a licensed MAI appraiser, (ii) a phase I environmental site assessment of the Reservation Parcel, (iii) a preliminary title

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

report for the Reservation Parcel, and a (iv) a form purchase and sale agreement for transfer of title to the Reservation Parcel.

6. Acquisition Schedule

In accordance with Government Code Section 66480, PUBLIC AGENCY shall have two years from the date of the filing of the final subdivision or parcel map that encompasses the Reservation Parcel, and such longer period if LANDOWNER is obligated to complete improvements to the Reservation Parcel and such improvements are not completed within the referenced two year period, to close escrow to acquire the Reservation Parcel. This period of time may be extended by mutual agreement of the parties.

7. Acquisition of Reservation Parcel

LANDOWNER shall negotiate with PUBLIC AGENCY in good faith to determine the fair market value of the Reservation Parcel, the purchase price, and reasonable terms and conditions of the purchase and sale agreement. PUBLIC AGENCY shall have the sole and absolute discretion to determine whether to purchase the Reservation Parcel at the price and based on the terms and condition in this Agreement and the documents referenced in Section 5, above. Nothing contained in this Agreement shall be construed as binding the PUBLIC AGENCY to purchase the Reservation Parcel.

8. Encumbrances and Improvements

From the date of this Agreement and until PUBLIC AGENCY acquires the Reservation Parcel, or provides written notice to LANDOWNER of PUBLIC AGENCY's determination to terminate this Agreement and release LANDOWNER from its obligation to set aside the Reservation Parcel for acquisition by PUBLIC AGENCY, LANDOWNER shall not construct or cause to be constructed on the Reservation Parcel: (i) any structures, including, without limitation, buildings, driveways, or signs; (ii) any utilities not existing on the Reservation Parcel as of the Effective Date of this Agreement; or (iii) the planting of any trees, although Reservation Parcel may be landscaped.

9. Hazardous Substances

The California Department of Toxic Substances Control (DTSC), or its successor agency, has required LANDOWNER to remediate the Hazardous Substances on the Property. At the time the Property title is to be transferred to PUBLIC AGENCY, LANDOWNER shall provide PUBLIC AGENCY with written verification

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

from DTSC that all Hazardous Substances on the Property has been properly remediated.

As used in this offer, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Reservation Parcel shall be governed by the provisions of Section 10 below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by PUBLIC AGENCY prior to close of escrow.

10. Hazardous Substances Indemnity

LANDOWNER agrees and covenants to indemnify and defend PUBLIC AGENCY and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any acts or omissions related to the presence, use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Reservation Parcel as long as the Property is used by the PUBLIC AGENCY for the purpose for which it was reserved and transferred. LANDOWNER further agrees and understands that PUBLIC AGENCY does not, and shall not be deemed to, waive any rights against LANDOWNER which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available to PUBLIC AGENCY. The provisions of this Section 10 shall survive the transfer to title of the Reservation Parcel to PUBLIC AGENCY hereunder.

11. 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 PUBLIC AGENCY 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:

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

Notice to the PUBLIC AGENCY:

Notice to the LANDOWNER:

Notice to Lender:

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

12. Successors and Assigns

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.

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

LANDOWNER:

By: _____

PUBLIC AGENCY:

By: _____

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

EXHIBIT K
ASSIGNMENT AND ASSUMPTION AGREEMENT FORM

SEE ATTACHED

FOR CITY CLERK USE ONLY

CITY AGREEMENT NO. _____ ORDINANCE NO. _____
DATE ADOPTED: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

RECITALS

A. LANDOWNER has entered into a Development Agreement with CITY dated _____ (herein "the Development Agreement"), pursuant to which LANDOWNER obtained vested right to develop certain property as more particularly described in the Development Agreement (herein "the Property") for the project referred to as _____ (herein "the Project"), subject to LANDOWNER's compliance with certain conditions and obligations set forth in the Development Agreement.

B. LANDOWNER intends to transfer a portion of the Property to ASSIGNEE (herein the "Assigned Parcel(s)") under the terms of a written agreement between LANDOWNER and ASSIGNEE dated _____ (the "Exchange Agreement").

C. LANDOWNER has agreed to assign to ASSIGNEE, and ASSIGNEE has agreed to assume from LANDOWNER, all of the rights and obligations under the Development Agreement as they relate to the Assigned Parcel (s). The CITY has consented to the foregoing assignments and assumptions on the terms and conditions set forth below.

AGREEMENT

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

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

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

2. **Assignment and Assumption.** As of the Effective Date, LANDOWNER hereby assigns and transfers to ASSIGNEE any and all of LANDOWNER's rights under the Development Agreement as they relate to the Assigned Parcel(s), and ASSIGNEE hereby accepts and assumes all of the duties and obligations of LANDOWNER under the Development Agreement as they relate to the Assigned Parcel(s). ASSIGNEE hereby agrees to observe and fully perform all of the duties and obligations of LANDOWNER under the Development Agreement, and to be subject to all of the terms and conditions thereof, with respect to the Assigned Parcel(s).

3. **Assumption Terms and Conditions.** LANDOWNER and ASSIGNEE understand and agree that this Assignment is subject in particular to Section 2.7 of the Development Agreement, which reads as follows:

"2.7 Assignment.

2.7.1. **Right to Assign.** LANDOWNER shall have the right to freely sell, alienate, transfer, assign, lease, license and otherwise convey all or any portion of the Property and improvements thereon, and as part of a contemporaneous and related sale, assignment or transfer of its interests in the Property, or any portion thereof, without the consent of CITY; provided that no partial transfer shall be permitted to cause a violation of the Subdivision Map Act (Government Code Section 66410 et seq.). LANDOWNER shall notify CITY of any sale, transfer or assignment of all of LANDOWNER's interests in all or any portion of the Property by providing written notice thereof to CITY in the manner provided in Section 9.2 not later than thirty (30) days before the effective date of such sale, transfer or assignment the assignment; provided, however, that LANDOWNER's failure to provide such notice shall not invalidate such sale, transfer or assignment and provided further that any successor in interest in ownership of all or a portion of the Property shall not benefit from the Vested Rights conferred herein without entering into an Assignment and Assumption Agreement with CITY.

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

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

2.7.3 **Assignees.** The Assignee shall be obligated and bound by the terms and conditions of this Agreement if it executes the Assignment and Assumption Agreement, and shall be the beneficiary hereof and a party hereto, only with respect to the Property, or such portion thereof, sold, assigned, or transferred to Assignee by LANDOWNER. The Assignee shall observe and fully perform all of the duties and obligations of LANDOWNER under this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred. CITY shall release Assignee from all duties, liabilities and obligations under the Development Agreement of LANDOWNER with respect to the interest(s) that are not sold, assigned or transferred to Assignee. Any such assumption agreement shall be deemed to be to the satisfaction of the City Attorney if executed substantially in form of the Assignment and Assumption Agreement attached hereto as Exhibit K and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNER and approved by the City Attorney prior to the effective date of the assignment.”

4. **Assignee Development Agreement.** At the request of the CITY, ASSIGNEE agrees to enter into a separate development agreement with respect to the Assigned Parcel(s) in accordance with the same terms and conditions as set out in the Development Agreement, subject only to those changes in the Development Agreement that are mutually agreed to by both CITY and ASSIGNEE, and subject to processing of the approval of that development agreement in accordance with CITY’s Procedural Ordinance.

5. **No Cross-Default.** The Parties acknowledge and agree that the respective obligations of LANDOWNER and ASSIGNEE under the Development Agreement shall be separate and independent from one another, such that a default by LANDOWNER of any of the LANDOWNER’s duties and obligations will not constitute a

FOR CITY CLERK USE ONLY

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DATE ADOPTED: _____

default under the Development Agreement by ASSIGNEE, and a default by ASSIGNEE of any of the ASSIGNEE's duties and obligations will not constitute a default under the Development Agreement by LANDOWNER, and the CITY's rights and remedies under the Development Agreement shall apply only to the Party, and the Property or Assigned Parcel(s), that is the subject of the default. Any duties and obligations under the Development Agreement that apply to both the Assigned Parcel(s) and the remaining Property must be complied with by both LANDOWNER and ASSIGNEE, as applicable.

6. **Successors and Assigns.** All of the covenants, terms and conditions set forth in this Assignment shall be binding upon and shall inure to the benefit of the Parties and to their respective heirs, successors and assigns.

7. **Legal Advice.** ASSIGNEE agrees that it has read, and has sought and received all required legal and other expert consultation with regard to the duties and obligations set out in the Development Agreement to which ASSIGNEE is hereby bound, and fully understands all of its terms and conditions. ASSIGNEE further agrees that: (i) LANDOWNER has furnished ASSIGNEE with a copy of all documents and materials containing or relating to terms and conditions of development of the Assigned Parcel(s); (ii) ASSIGNEE has read and understands all of the terms and conditions of said documents and materials; and (iii) with such knowledge and understanding, which includes the nature and extent of the fees, taxes, assessments and other public financing mechanisms and obligations inherent in such documents and materials, nevertheless has voluntarily, freely and knowingly assumed and agreed to perform all of obligations and requirements, and be bound by all of the provisions of such documents and materials, in addition to the express terms and conditions of the Development Agreement.

8. **Representations; Entire Agreement.** ASSIGNEE hereby affirms and acknowledges that CITY has not made any representations, commitments or promises to ASSIGNEE that are contrary to or different from the express terms and conditions of the Development Agreement, unless such terms and conditions have been set forth in writing and approved by ASSIGNEE and the City Council prior to the execution of this Assignment. This Assignment contains the entire agreement of the Parties, no other understanding whether verbal, written or otherwise exists between the Parties, and no prior verbal or written communications regarding this Assignment shall be binding on any Party.

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

9. **Further Assurances.** The Parties agree to execute all such additional instruments and documents and to take all such additional actions, as may be reasonable and necessary to carry out the provisions of this Assignment.

10. **Notices.** All notices required or provided for under this Assignment shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the other Parties and to Lender, if applicable. Notice shall be effective on the date delivered in person, or the date when received if such notice was mailed to the address of the other Party(ies) as indicated below:

Notice to the CITY:

Notice to the LANDOWNER:

Notice to the ASSIGNEE:

Notice to Lender:

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

11. **Governing Law.** The Assignment shall be governed by and construed in accordance with the laws of the State of California.

12. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile transmission) as against the Party signing such counterpart, but which together shall

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

constitute one and the same instrument.

13. **Release of LANDOWNER.** Upon execution and delivery of this Agreement by CITY, CITY hereby releases LANDOWNER from all duties, liabilities and obligations pursuant to the Development Agreement.

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

By: _____
LANDOWNER

By: _____
ASSIGNEE

By: _____
CITY

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

EXHIBIT L
DESIGN GUIDELINES

THE SACRAMENTO RAILYARDS DESIGN GUIDELINES DATED AS APPROVED BY THE CITY COUNCIL ON DECEMBER 11, 2007 BY RESOLUTION NO. 2007-909 ARE INCORPORATED IN THIS AGREEMENT BY THIS REFERENCE AS IF SET FORTH IN FULL.

NOTE: ANY CHANGES TO THE DESIGN GUIDELINES DO NOT REQUIRE AN AMENDMENT TO THIS AGREEMENT TO BECOME EFFECTIVE, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT.

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

EXHIBIT M

SPECIAL CONDITIONS

I. PURPOSE AND INTENT

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

Under no circumstances can Development of the Property proceed without satisfaction of the conditions specified in this Exhibit M. 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 for the Project, in addition to other obligations, requirements and conditions imposed as set out in the Agreement.

II. LANDOWNERS' OBLIGATIONS

A. **Compliance with Law Respecting Other Public Agencies.** As required under this Agreement and by CITY as a condition of the Project Entitlements or a Subsequent Approval, LANDOWNER shall comply with applicable law with respect to the following matters concerning other Public Agencies:

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

2. The State Department of Toxic Substance Control in regards to remediation of the hazardous substances on the Property.

3. Applicable School District(s) in regard to school facilities for the students that will reside within the Project.

4. The Sacramento Regional Transit District in regard to the extension of the light rail transit system within the Property.

5. The Sacramento Municipal Utility District in regard to the provision of one or more new substations required to serve the Project.

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

CITY AGREEMENT NO. _____

DATE ADOPTED: _____

III. CONDITIONS OF DEVELOPMENT; SPECIAL FINDINGS REQUIRED

A. In addition to other findings and conditions as may be deemed applicable, no Subsequent Approvals for Development of 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 Specific Plan and other relevant factors and circumstances, including, without limitation:
 - a. The adequacy of the required interim and permanent Public Facilities needed to support the project;
 - b. The extent of participation required of LANDOWNER under the Financing Plan has been secured;
 - c. The extent to which LANDOWNER has complied with the provisions of the Inclusionary Housing Plan.
2. The actions needed to implement the Financing Plan for financing of the Public Facilities required for Subsequent Approval have been adopted by the City Council.
3. All transfers of land, owned by or under the control of LANDOWNER, necessary for Public Facilities, have been transferred to CITY, City Agency or Public Agency as appropriate
4. LANDOWNER has complied with applicable law pursuant to Sections II.A, above.
5. 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

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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 General Plan, Community Plan and Specific Plan for the project to be approved with such requirements and mitigation measures.

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EXHIBIT N

**PUBLIC SAFETY RADIO COMMUNICATION
REQUIREMENTS FOR BUILDINGS**

The following requirements may be imposed at the time of application for a Building Permit. These requirements will be superseded by the adoption of an ordinance establishing public safety radio communication requirements after the Effective Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, all Building Permit applications filed after the adoption of said ordinance shall be subject to compliance with its terms and conditions.

(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 to so that they will be 35 db below the SRRCS frequencies.

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(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 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

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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 manufacture'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 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. This fee may be increased annually.
- (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 8.040.080 of the SCC, 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:** This section 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%

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availability which takes into consideration existing structures along the microwave system transmission path, obstruction from natural terrain, and environmental factors.

If 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, (3) paying a fee to be determined by the CITY to cover any work required to restore the SRRCS Microwave System's availability, (4) or installing other technology as may be necessary to maintain the minimum 99.999% system availability. Prior to commencing any mitigation work, the building owner shall submit a detailed mitigation plan to the CITY for approval. If CITY reasonably determines that any proposed structure will reduce system availability to a level below 99.999%, then building owner shall comply with mitigation measures.

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EXHIBIT O
FISCAL IMPACT ANALYSIS

THE RAILYARDS SPECIFIC PLAN FISCAL IMPACT ANALYSIS DATED AS OF NOVEMBER, 2007 WAS ACCEPTED BY THE CITY COUNCIL ON DECEMBER 11, 2007 IS INCORPORATED IN THIS AGREEMENT BY THIS REFERENCE AS IF SET FORTH IN FULL.

NOTE: ANY CHANGES TO THE FISCAL IMPACT ANALYSIS DO NOT REQUIRE AN AMENDMENT TO THIS AGREEMENT TO BECOME EFFECTIVE, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT.

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EXHIBIT P

**SACRAMENTO RAILYARDS
CITY OF SACRAMENTO
Funding Agreement Business Terms
11/30/07**

CITY agrees that the Backbone Infrastructure needs exceed what the private development economics can fully bear. A public-private partnership is necessary to initiate the Initial Phase of the Project and likely future phases. The following Funding Agreement Business Terms are specifically intended to guide the preparation of the Funding Agreement that is to be subsequently drafted and approved by the Parties.

TRANSPORTATION FUNDS

1. CITY commits to investing the road and highway funds identified in Measure A for the Railyards/River District Area for improvements to the Richards/I-5 interchange and nearby access improvements to offset costs identified in the Railyards Public Facilities Financing Plan (PFFP). (\$17,750,000)

2. CITY commits to investing the road and highway funds that are the Federal Earmark and local match funds to help implement the North CBD Access Study including improvements to the Richards/I-5 interchange and the "Interim Access Project" (Jibboom/Bercut) to offset costs identified in the Financing Plan. (\$8,400,000+\$2,200,000 local match = \$10,600,000)

PARKS AND OPEN SPACE

3. CITY commits to investing \$600,000 of Park Development Impact Fees in the Central City Community Plan Area Reserves to help the initial financing of Railyards Parks and Open Space improvement costs, specifically Market Plaza between the Paint Shop and Car Shop #3, as identified in the Financing Plan.

5TH/6TH STREETS PUBLIC PARKING GARAGE

4. CITY commits to providing \$2 million annually to service debt to help fund the 5th/6th Street Public Parking Garage, which is expected to be completed and operational by 2012. It is anticipated that most of this cash flow will come from the surplus operating revenue in the CITY's parking fund. Actual construction of the garage or a phased portion thereof, will be contingent upon securing other funding adequate to finance the project, such as long term parking agreements with Sacramento County, Sacramento Superior Courts, other tenants, LANDOWNER, and user fees.

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HOUSING TRUST FUND

5. CITY commits to allocating all Housing Trust Fund fees generated by the Project to subsidize affordable housing projects within the Project to assist LANDOWNER in complying with its obligations under the Inclusionary Housing Ordinance.

CITY GENERAL FUND AND MUNICIPAL REVENUES

6. The CITY’s General Fund cannot be put at risk. Municipal services required to serve the Project must be funded by municipal revenues generated from the Project. The fiscal analysis of the Project assumed full build out of each Project phase and showed that after payment of the costs of Public Services there will be a net gain of revenue to the CITY’s General Fund. If the Project Development varies from the Development Plan, a different balance of costs to revenues can be expected.

7. Public Financing Mechanisms cannot use the CITY’s General Fund as security.

8. If there are surplus municipal revenues from the Project, CITY is willing to consider the use of surpluses from the Project for assistance in financing Backbone Infrastructure and Public Facilities after the current projected General Fund budget deficit has been reduced to an acceptable level. The use of surplus municipal revenues will only be considered to be used as they are actually received. Use of surplus local public funds to underwrite the cost of private development is not intended except potentially to assist with the rehabilitation of the Central Shops.

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ADDENDUM 1
PRINCIPLES OF AGREEMENT

SEE ATTACHED

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Principles of Agreement ("POA")

The parties signing below have reached conceptual agreement upon the following terms and will proceed to develop an option agreement and conveyance documents on this basis:

1. Options and Term. S. Thomas Enterprises of Sacramento, LLC ("Thomas") will grant two options to State of California, Department of Parks and Recreation ("Parks"). The first, exercisable at any time during the first year following execution of the option agreement ("Signing Date"), will be to acquire in fee in its "as-is" existing condition, the Boiler Shop and adjacent property as described in Exhibit A. The second option, exercisable at any time during the first three years following the Signing Date (unless extended as set forth below) will be to acquire in fee in its "as-is" existing condition, the Erecting Shop and adjacent property as described in Exhibit A. It may be in the interest of Parks that the donation of the Erecting Shop in fee may be to a related interim holder of title (an LLC or the Foundation) for the sole purpose of taking the Historic Tax Credit, and once conditions of the Historic Tax Credit are met, the holder of interim title will donate the building to the State. The minimum holding period for the LLC or Foundation in order to realize the credit is 5 years.

The purpose of the options (and subsequent conveyance documents) will be for the sole purpose of the opportunity to develop and operate a world-class railroad technology museum with a focus on the science and technology of the railroad industry and traveling exhibits on general science subjects (the "Museum") compatible and complementary to the redevelopment of the Railyards as a whole. The parcels that are part of these options will include the Firing Line Structure, Transfer Table and Turntable, as well as property to the west of the Boiler Shop (parcel 30a), and a track easement for connection between the UPRR mainline and the Museum.

2. Consideration. Thomas will grant the options and donate the property to Parks for no monetary consideration, subject to the terms hereof.

3. Timing of Option Agreement. Within sixty (60) days following execution of this POA, the parties shall enter into a formal option agreement based upon the terms hereof.

4. Studies. Within thirty (30) days following execution of this POA, the California State Railroad Museum Foundation ("Foundation")/Parks and Thomas shall hire the consultants listed on Exhibit B and within 90 days thereafter, have such consultants perform the feasibility and market studies described in Exhibit B (collectively, "Study"). Foundation/Parks and Thomas shall share the costs of the Study equally (50% to Foundation/Parks and 50% to Thomas). The market and financial analysis will be performed by Economic Research Associates; however the selection of the ERA study team and ERA office will be at Parks' discretion. The consultant shall utilize as the quality and performance benchmarks for the study: the National Railway Museum in York England, the St. Louis Science Center, the Oregon Museum of Science and Industry at Portland, the Exploratorium at San Francisco, the Science Center of Minnesota – Minneapolis, and the Center for Science & Industry – Columbus. The "Works" in Queensland, Australia and the

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Smithsonian Air and Space Museum in Washington, DC shall serve as examples of the quality of the expected museum experience.

5. Preconditions for Boiler Shop Option. Prior to exercising the option to acquire the Boiler Shop, Parks must:

- a. Certify to Thomas that sufficient funds have been allocated to complete the core, shell and site development established by Study I on Exhibit A, which may be evidenced by the Public Works Board action authorizing Parks to proceed to bid. Upon evidence of the execution of a construction contract (which shall include a performance bond) for work defined in Study I together with the conditions below the deed will be recorded. Thomas will deposit the deed into escrow thirty (30) days prior to the action by the State Public Works Board authorizing Parks to proceed to bid.
- b. Grant or otherwise transfer the property to State Lands Commission pursuant to an acceptable title settlement agreement (Parks' 4 acre river front parcel, located just north of the "I" Street Bridge) for lease to the City, causing State Lands Commission to release its claims to the Railyard Property.
- c. Execute the conveyance document for the Boiler Shop, which will include parcel 29, the firing line structure attached to parcel 29, the Transfer Table, turntable and paved roadway west of the Boiler Shop for museum operations and track easement to serve the Museum (as described herein).

6. Preconditions for Erecting Shop Option. Prior to exercising the option to acquire the Erecting Shop, Parks must, within 3 years following the Signing Date (except as set forth below):

- a. Provide reasonable assurances (defined to be approval of any plans and the availability of funds and financing dedicated to such improvements) to Thomas that Parks and/or Foundation has secured funds required to complete 100% of the rehabilitation of the core, shell and site development of the Erecting Shop (as defined in Exhibit A), and a minimum of 25% of the other funds, necessary to build out all of its Boiler Shop and Erecting Shop exhibits, interior spaces and exterior exhibit spaces as befitting a world-class Museum, each as determined by the Study. Legally-binding pledges acceptable to lenders for financing purposes in the amount of the pledge will be counted towards secured funding. In addition, any binding investment commitment to be contributed through Historic Tax Credits (up to 20% of the total of rehabilitation costs) for the Erecting Shop to the total cost of the work, may also be counted in the total available to complete the work. It is anticipated that a financing structure may be developed for the rehabilitation of the Erecting Shop which will facilitate the application of the Historic Tax Credits to the project. This project may also be structured in partnership with Thomas Enterprises as Historic Tax Credits may be pursued for the rehabilitation of multiple central shop buildings at once. Amounts required to rehabilitate the Boiler Shop described in 5.a above shall not be part of the calculations and amounts described in this paragraph 6.a. Upon evidence of the execution of a construction contract (which shall include a performance bond) for work defined in Study I together with the conditions below the deed will be recorded. Thomas will deposit the deed into escrow thirty (30) days prior to the action by the State Public Works Board.

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- b. Make a binding commitment to implement the program, uses, operations, exhibits, layout and other implementation measures for the Museum consistent with the recommendation of the Study.
- c. Execute the conveyance document for the Erecting Shop which includes parcel 28, but excludes the power poles along the eastern side of the buildings.
- d. Not be in default of the conveyance terms, and have completed core, shell and site development work for the Boiler Shop.
- e. Thomas shall within the "three-year" period described above provide reasonable assurances (defined to be approval of any plans and the availability of funds and financing dedicated to such improvements) of the concurrent availability of infrastructure for the Museum and opening of the Market Plaza. Thomas shall also provide evidence of the execution of a construction contract (which shall include a performance bond) for work to provide the infrastructure for the Museum and opening of the Market Plaza. If Thomas is unable to meet this timing then Parks (and/or Foundation) will not be required to meet the funding targets in 6a above until the timing required for the coordinated opening of the Museum and the Market Plaza.

7. Conveyance Terms. If either (or both) options is timely exercised, the respective conveyance documents will transfer the optioned property to Parks (or LLC or Foundation in the case of the Erecting Shop for the sole purpose of taking the Historic Tax Credit), and include the following terms and conditions:

- a. Parks will use the funds described in 5.a and 6.a above to rehabilitate and abate the core and shell of the Boiler Shop and Erecting Shop (as applicable) to Secretary of Interior Standards pursuant to the Historic Building Code for public assembly uses and State Department of Toxic Substances Control occupancy requirements, and thereafter to develop its exhibits, displays and other facilities as recommended by the Study. The parties will cooperate and consider tax credit opportunities for the Central Shops rehabilitation efforts as a whole.
- b. Once open, Parks will operate its Museum facilities in a manner consistent with the recommendations of the Study as a world class museum. Any repair and maintenance work shall be conducted in the Boiler Shop as a world class interactive exhibition and museum experience. No outside storage of parts, scrap and materials will be permitted.
- c. Parks will participate in the Railyards Public Facilities Financing Plan and pay its fair share of costs for infrastructure as defined in the City Finance Plan for the Railyards development as determined by City. Parks hereby consents to paying such costs, in addition to participation in any assessment or community facility districts which by law it is either required to pay or allowed to pay.
- d. Parks and/or Foundation will pay for all Museum improvement work within their parcels/buildings (as applicable).
- e. Parks will be responsible for cost of installation of all utility lines from backbone utilities to and within the buildings as part of the rehabilitation of the buildings.
- f. Parks will develop all the open space within their parcels, including track, if any, within Parcel 30a, which open space will remain open to the public, free of charge. Credits for open space will be included by City as part of the total open space for the Railyards.

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- g. Opening hours for the Museum will match those of surrounding uses and development and include nighttime operations if warranted by the contiguous development on the site.
- h. Any commercial uses undertaken on Parks property will be made available for operation (via lease or sublease) by Thomas at no additional cost to Thomas. Parks will demise such space and stub all utilities. If the Study determines that less than all of the Erecting Shop is required for the Museum, then Parks will accept fee ownership of the building and will lease back space to Thomas if it is determined by the study that there is any space available for commercial uses. Thomas shall sublease such space for compatible uses and the parties will share the proceeds from such subleases (less Thomas' costs of subletting). Thomas and/or the subtenant shall be responsible for paying for all tenant improvements and costs related to maintaining and operating such sublease space. The sublease proceeds shall be shared between Parks and Thomas based upon the relative value of Parks' site rehabilitation vs. Thomas donation of the real estate.
- i. Parks will be responsible for payment of all taxes, assessments, utilities and costs involved in the development and operation of the Museum to the extent either required or allowed by State law. The parties recognize that the State is exempt from many property taxes and assessments and the State will have the right to assert such rights (except as expressly agreed in 7.c above and assessments for the mutual benefit of Museum and other Railyards property owners).
- j. Thomas will remediate the Parks property to compliance with the "Base Case" remediation set forth in its insurance policy. Parks will perform any further remediation necessary for development of the Museum and refurbishment of the Buildings and acknowledges that Base Case remedial work may change Parks scope of work to develop the Museum. Thomas will have a continuing, unhindered right of access to the Parks property sufficient in time and scope to perform its remediation obligations. Parks' track, equipment, scrap/debris, rolling stock and similar items will be removed from the Railyards according to a schedule developed by the parties prior to transfer, and will not interfere with Thomas' remediation efforts. However, nothing in this section will result in a permanent cessation of track access between the UPRR Mainline to the Museum. The parties will work collaboratively to ensure that track access is maintained in some manner to ensure the continued access for the museum during remediation efforts; provided however, Parks recognizes that remediation activities may result in their need to discontinue operations for a significant period of time. It is understood that there may be periods where access may be problematic or impossible, but all efforts will be made to minimize this disruption and restore access as soon as practicable.
- k. Thomas will add Parks as an additional insured under its environmental insurance policy; Parks will indemnify Thomas for Parks' use of the property and release Thomas from liability related to the existing condition to the extent such release does not diminish Parks' rights as additional insured under the insurance policy.
- l. The ongoing use of the Parks parcels will be complementary with the neighborhood and developments, and future tenants, service areas, improvements and infrastructure (including necessary rights of access) will be coordinated with Thomas and City as part of the overall development of the Railyards. This will include participation in local CC&Rs and similar master planning agreements.

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- m. Thomas will have a first right to repurchase should the State terminate the State's use of the some or all of the facilities and declare some or all of the property as surplus. The value at time of purchase will be determined by a three appraiser method. The transfer value (representing the agreed upon value attributable to Thomas' investment) plus the State investment value shall be the Total Investment Value. The purchase price shall be the percentage determined by 100 percent minus the percentage represented by the transfer value divided by the Total Investment Value. For example if the transfer value was seventy percent of the Total Investment Value then the purchase price would be 100%-70% or 30% of the appraised value.
 - n. Thomas and Parks will set joint performance milestones, such that the Museum and Market Plaza and related infrastructure must be developed concurrently and cooperatively as contemplated in 6.e above.
8. Funding Support. The Foundation and Parks will actively support City and Thomas' efforts to secure state and federal funding for infrastructure (including, but not limited to, Propositions 1B and 1C funds).
9. Mediation. Any disputes shall be subject to non-binding mediation.
10. Delays. All timelines references in this POA shall be subject to extension based on delays caused by litigation, construction or development delays outside the control of the parties.
11. Current Operations. This POA shall not modify the terms of Parks' existing lease at the Railyards.
12. Effectiveness. The agreements of the parties herein assume Thomas obtains its full set of requested entitlements for the redevelopment of the Railyards on Tuesday, December 11, 2007 by the City of Sacramento. In the event such approval does not occur on such date this POA shall be terminable thereafter by either party at its sole discretion upon written notice. If approvals are obtained prior to such termination such rights to terminate shall expire. Parks and Foundation will actively support City approval of Railyards entitlements, and will not oppose Thomas' historic district nomination, however, this action does not constitute support for this historic district as proposed by Thomas.

[Signatures on following page]

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Dated as of Dec. 11 2007

S. THOMAS ENTERPRISES OF SACRAMENTO, LLC

By: 
Name: Bruce Williams
Its: C.O.O.

CALIFORNIA STATE RAILROAD MUSEUM FOUNDATION

By: 
Name: Robert J. Slobé
Its: Chairman

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION

By: 
Name: Ruth Coleman
Its: Director

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