Sacramento Housing & Redevelopment Agency

REPORT TO CITY COUNCIL AND
REDEVELOPMENT AGENCY
City of Sacramento
915 I Street, Sacramento, CA 05814-2671
www.CityofSacramento.org

PUBLIC HEARING
August 23, 2005

Honorable Mayor and
Members of the City Council:

Subject: Disposition and Development Agreement: Regent Place Development with the Community Pride Project

Location/Council District: 3400 Stockton Boulevard and 4601 10th Avenue (APN's 014-0222-067/068), west side of Stockton Boulevard between 9th and 10th Avenue, Oak Park Redevelopment Project Area (District 5)

Recommendation:

Adopt: 1) a Redevelopment Agency Resolution authorizing the Redevelopment Agency to certify the Mitigated Negative Declaration, and approve a Disposition and Development Agreement with the Community Pride Project for Agency-owned property on 3400 Stockton Boulevard and 4601 10th Avenue for the development of a mixed-use project and 2) adopt a City Resolution authorizing City Council approval of the Agency's sale of the Property to Community Pride Project.

Contact: Lisa Bates, Community Development Director (SHRA) 440-1316
Chris Pahule, Redevelopment Manager, (SHRA) 440-1399 x 1442
Presentor: Chris Pahule, Redevelopment Manager
Department: Sacramento Housing and Redevelopment Agency

Summary:

This report provides an overview of the Redevelopment Agency's efforts to reuse property on the west side of Stockton Boulevard between 9th and 10th Avenue and recommends transferring the land to the Community Pride Project for development of a mixed-use project.

RAC Action:

On June 8, 2005 the Oak Park Redevelopment Advisory Committee was presented with information regarding the disposition of the two parcels to the Community Pride Project for development. The votes were as follows:

AYES: Aungst, Curry-Evans, Davis, Ganson, Hilbert, Lackey, McDonald, Redmond, Straub, Taylor and Thomas

NOES: None

ABSENT: Lor

Commission Action:

At its meeting July 20, 2005 the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolutions. The votes were as follows:

AYES: Burns, Burruss, Coriano, Fowler, Gale, Hoag, Piatkowski, Shah, Simon, Stivers

NOES: None

ABSENT: Gore

Background Information:

Catalyst Site
The Redevelopment Agency of the City of Sacramento (Agency) has actively been working to revitalize this property for the past five years. To facilitate and encourage new development south of Broadway along Stockton Boulevard, Agency staff identified the block of Stockton Boulevard between 9th and 10th Avenues as a catalyst opportunity site (Site map, Attachment I) and was approached by a non-profit organization to develop it. Staff determined that acquisition of multiple blighted properties and subsequent redevelopment would help continue the positive influences of the UC Davis Medical Center and Food Source retail center south of Broadway.

Initial Project
In July 2000, the City Council approved the Agency's acquisition of 11 properties to help facilitate the location of the Child Abuse Prevention Council (CAPC)'s new administrative office and conference training facility. The properties were subsequently acquired, the site cleared and the parcels merged. However, in 2002, CAPC notified the Agency that they were no longer interested in developing the site due to concerns about the increasing cost to construct a new facility. CAPC subsequently purchased an existing facility on Roseville Road.

Regent Place Project

In 2003, Regent Development Inc. (Regent) approached the Agency and requested entering into an Exclusive Right to Negotiate (ERN) to develop the site with a mixed used building. Regent had just completed the County's Primary Care facility at Broadway/Stockton Boulevard and wanted to continue to develop on Stockton Boulevard. In March 2003, the Council approved a sole source ERN with Regent, as Regent was willing to pay fair market value for the site and develop the site consistent with the recommendations in the Broadway/Stockton Boulevard Urban Design Plan.

The Regent Place Project (Regent Site Plan, Attachment II) will consist of a mixed use development of approximately 100,000 square feet. The project will provide ground floor retail (23,660 square feet), two floors of commercial office space (52,240 square feet), and the top floor is dedicated to 18 residential market rate lofts of approximately 1,000 square feet each.

The exterior will consist of light, medium, and dark brick tones which will enhance the urban feel of the project. The ground floor retail space will be designed for pedestrian friendly, neighborhood serving businesses that will enhance the neighborhood fabric. The lofts will contain small residential balconies providing increased connectivity to the area. See Attachment III for a photo rendering of the proposed project.

Negotiations with Regent Development Inc. and Disposition and Development Agreement (DDA) Terms

Regent and the Agency agreed that the land should be sold at fair market value, established by an independent appraisal; however, as the land was acquired by the Agency with tax exempt bond funds which preclude repayment, Regent explored ways to proceed with the project and keep their commitment to pay fair market value for the land. The result was a development agreement between Regent and the Stockton Boulevard Partnership (SBP). SBP is an organization of property and business owners along Stockton Boulevard working to address issues impacting the business corridor in the areas of advocacy and economic development, image and maintenance, security and safety. Under their agreement, the SBP has created a mutual benefit non-profit corporation, Community Pride Project (CPP), for the purposes of this development and would receive the land from the Agency and then sell the property at fair market value to Regent.

As required by California State Redevelopment Law, a §33433 Report summarizes the terms of the property disposition and is available for viewing in the City Clerk's office. The DDA (exhibit B to the Resolution), available for

viewing in the City Clerk's office, will transfer the property for one dollar ($1) to the CPP. CPP, as a separate non-profit entity, may receive income from the sale of the property and will sell their interest to Regent to facilitate development.

CPP will use the proceeds from the buyout of its interest within the Oak Park Redevelopment Area, primarily along Stockton Boulevard. The CPP will form a subcommittee of interested persons to identify eligible projects and ensure that these invested funds meet the mission of the CPP and enhance the Oak Park area.

The DDA provisions required by the Agency will be passed from the CPP to Regent. The DDA also requires that the developer pay prevailing wages for construction and allocate two percent of construction costs toward the Arts in Public Places program. Additionally, because the soil is contaminated from previous auto-related uses, the Developer will follow a Soil Management Plan as approved by the County of Sacramento Environmental Management Department.

Financial Considerations:

An independent appraisal conducted in June 2003 set the value of the land at $467,500. The environmental study for CEQA clearance identified that a traffic signal, currently located mid-block between 9th and10th Avenue and Stockton Boulevard, needs to be relocated one block south at the corner of 10th Avenue. Because this cost was not known at the time of the appraisal or the current phase of streetscape improvements, the approximately $272,500 cost to design and install the signal will reduce the sales price of the land and subsequent proceeds CPP will receive when they sell to Regent. CPP anticipates a net sale amount of approximately $195,000 for the property.

Environmental Considerations:

The activities have been analyzed in accordance with the California Environmental Quality Act (CEQA). An Initial Study and Mitigated Negative Declaration (Exhibit A to the Resolution) has been prepared, published and circulated for review and comments from May 20, 2005 to June 10, 2005. Staff recommends that the Mitigated Negative Declaration be certified for the purpose of approving the DDA. NEPA does not apply.

Policy Considerations:

The actions recommended in this report are consistent with the 2005-09 Oak Park Redevelopment Area Implementation Plan for the Stockton Boulevard

August 23, 2005

Disposition and Development Agreement:
Regent Place Development with the Community Pride Project

Corridor Development. The proposed action to transfer the property to facilitate development is in furtherance of the Oak Park Redevelopment Plan.

M/WBE Considerations:

The items discussed in this report have no M/WBE impact; therefore, M/WBE considerations do not apply.

Respectfully submitted,

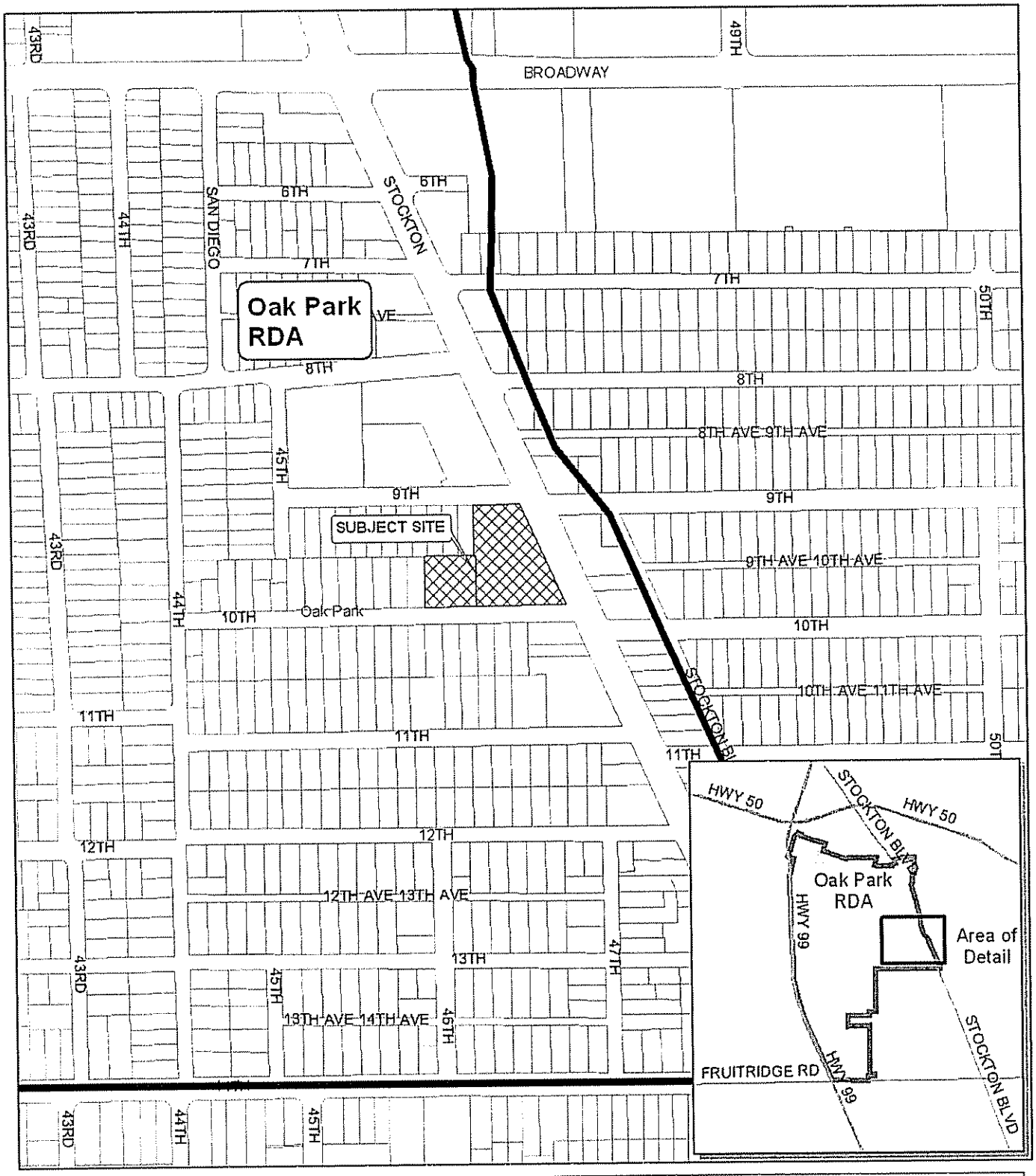
for ANNE M. MOORE
Executive Director

Transmittal approved,

ROBERT P. THOMAS
City Manager

TABLE OF CONTENTS

Pg 1-5 Report
Pg 6 Attachment I, Site Map
Pg 7 Attachment II, Regent Site Plan
Pg 8 Attachment III, Rendering
Pg 9 Attachment IV Power Point presentation
Pg 17 Resolution of the Redevelopment Agency of the City of Sacramento
Pg 19 Resolution of the City Council
Pg 21 Exhibit A, Initial Study and Mitigated Negative Declaration
Pg 81 Exhibit B, Disposition and Development Agreement



4601 10th Avenue/3400 Stockton Boulevard

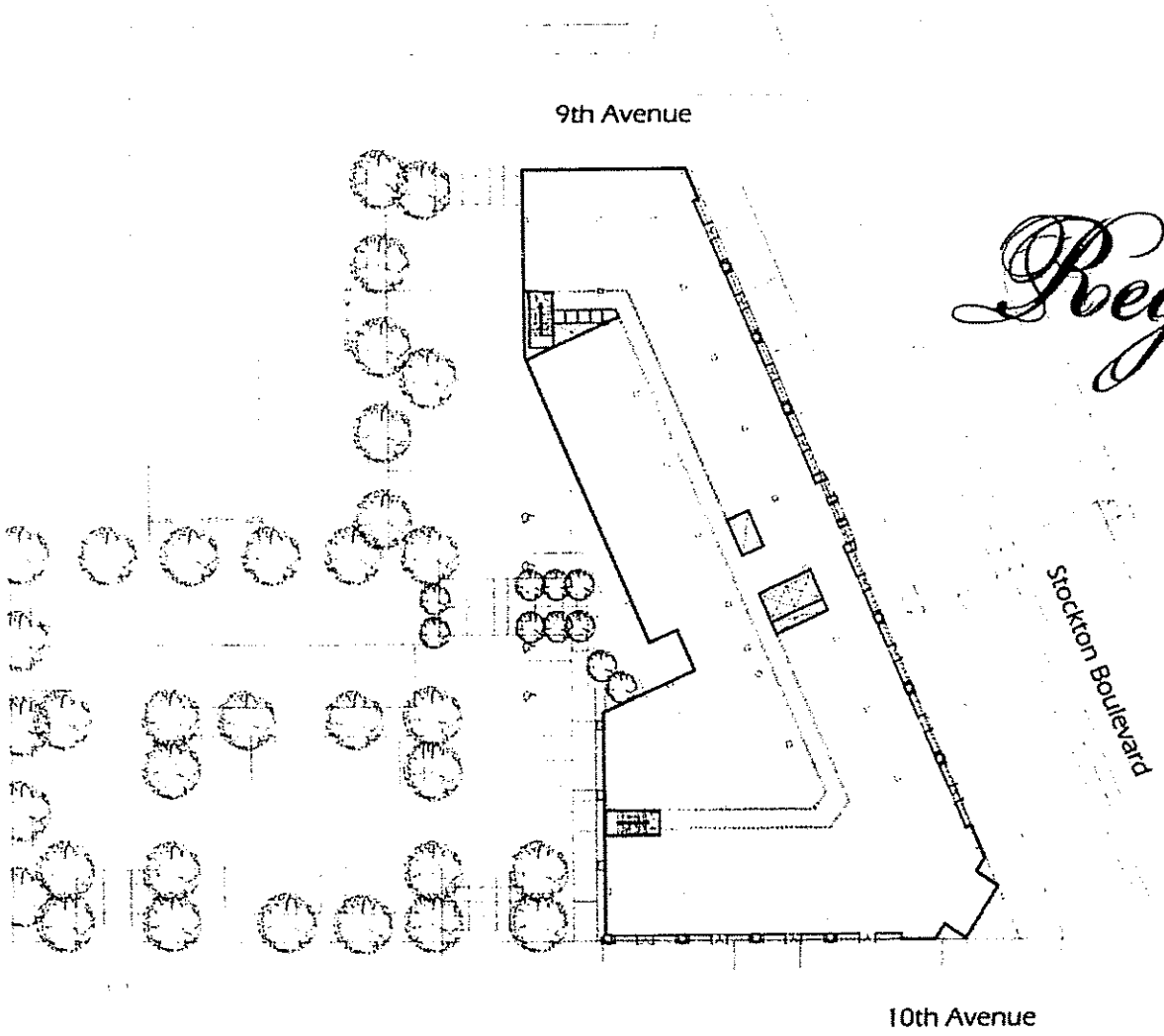
Legend

Subject Site

0 190 380 570 Feet

N W E S

Sacramento Housing & Redevelopment Agency



Regent Place

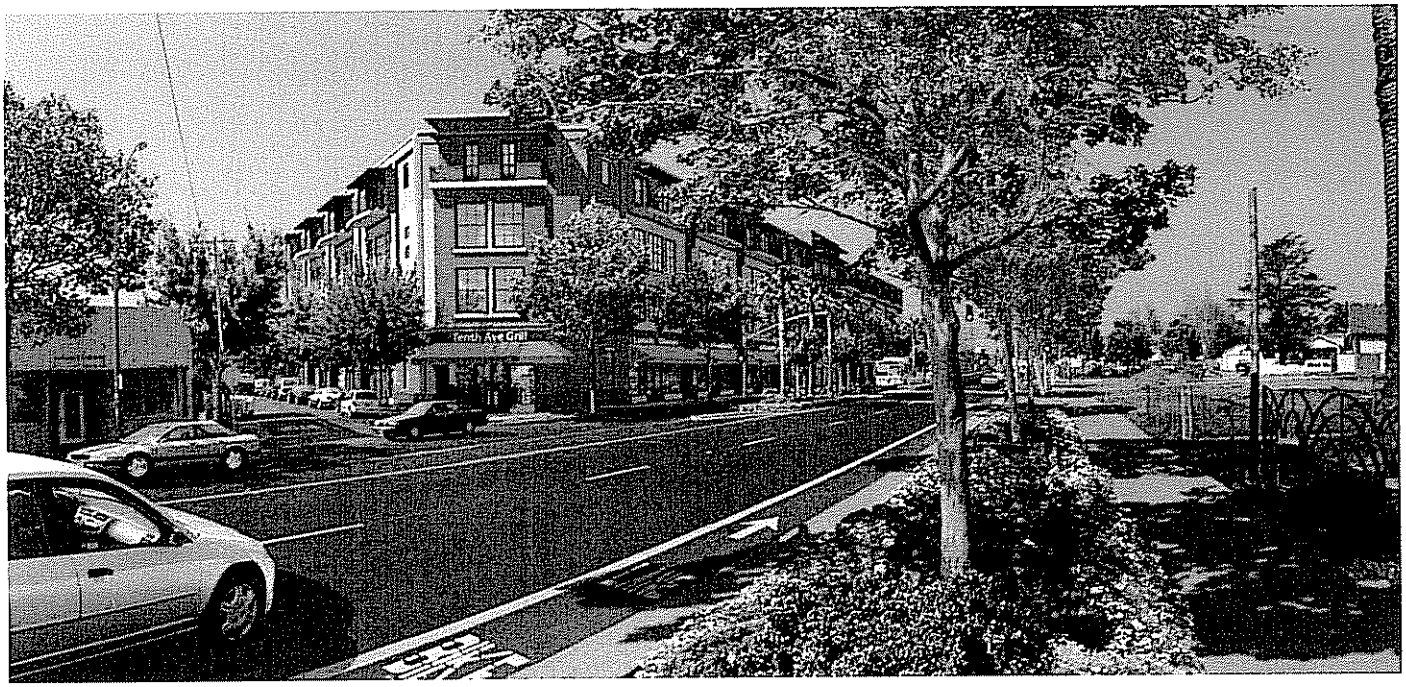
a mixed-use development

REGENT DEVELOPMENT, INC.

9th & Stockton Blvd.
SACRAMENTO, CA

ATTACHMENT II

ATTACHMENT III



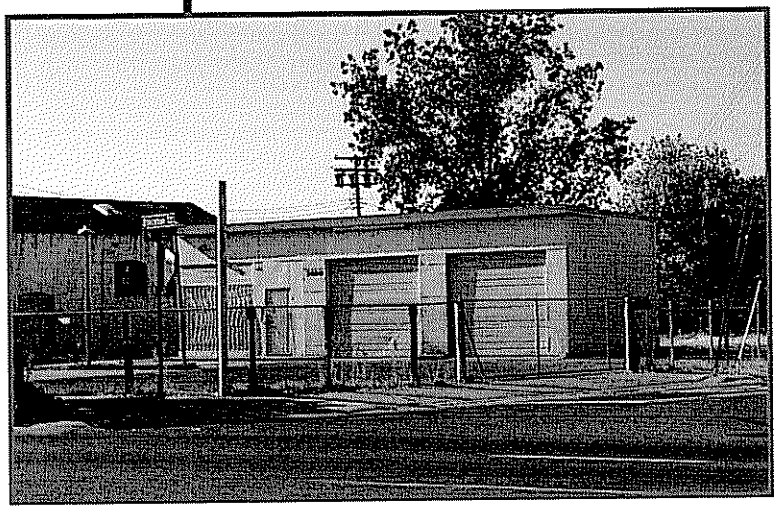
REGENT PLACE PROJECT

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY

August 2005

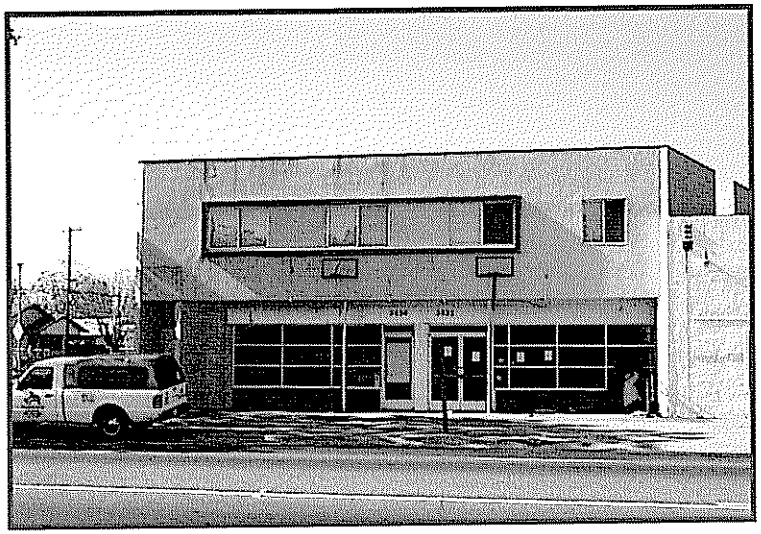
ATTACHMENT IV

REGENT PLACE PROJECT – Previous uses



3400 Stockton Blvd.

3406 Stockton Blvd.



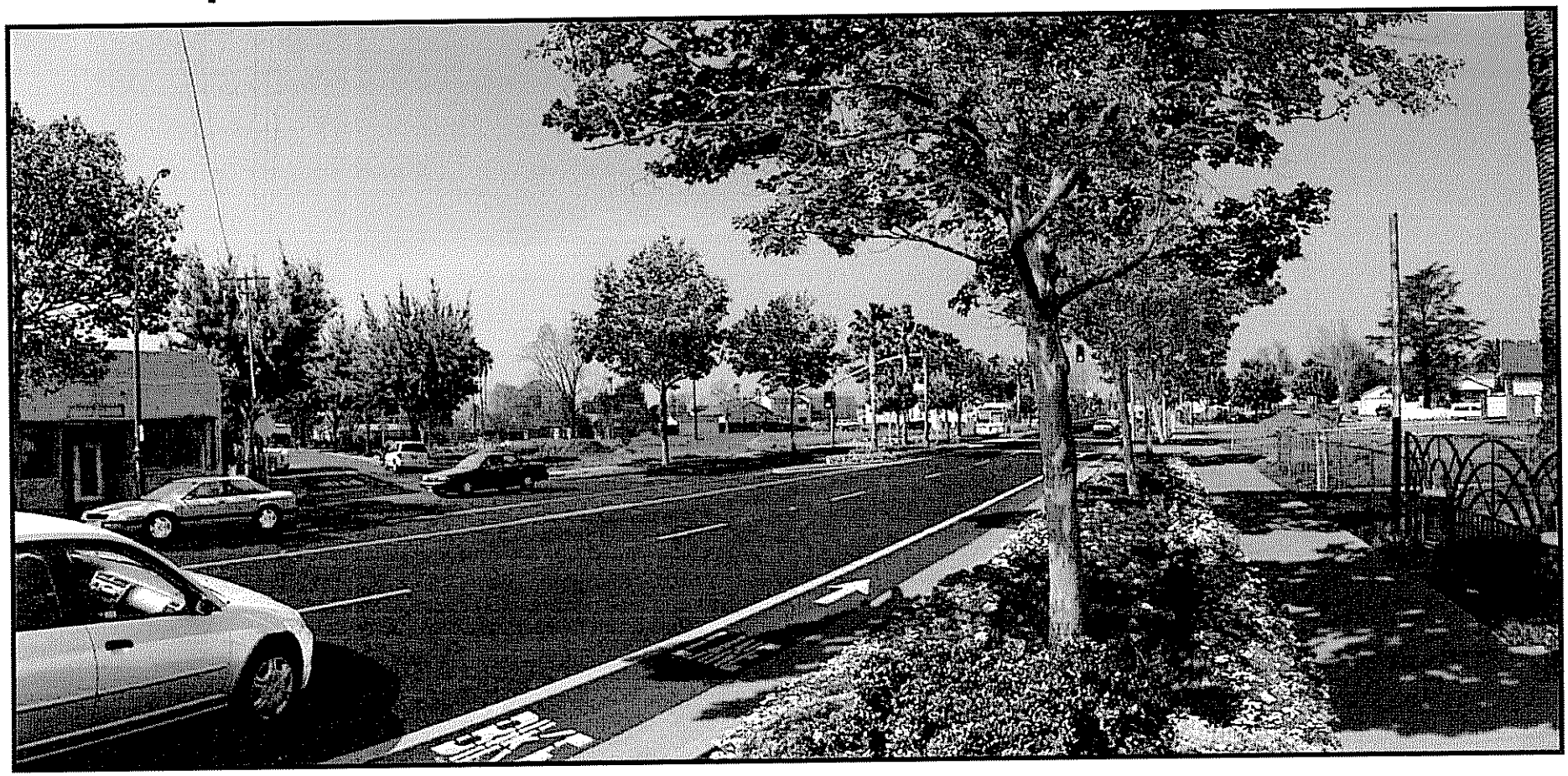
3432 & 3434 Stockton Blvd.

3448 & 3454 Stockton Blvd.

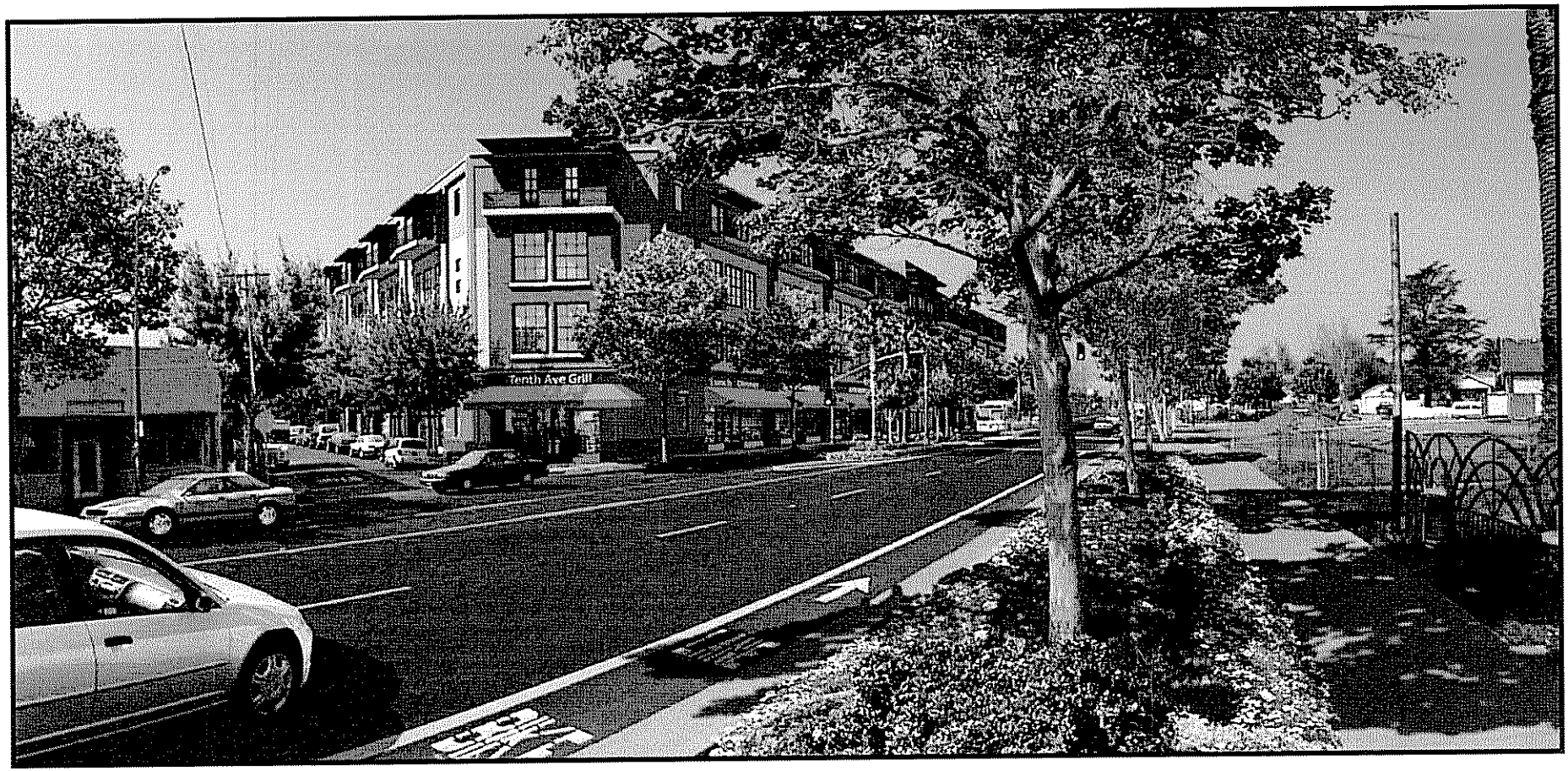
REGENT PLACE PROJECT – Cleared Development Site

REGENT PLACE PROJECT

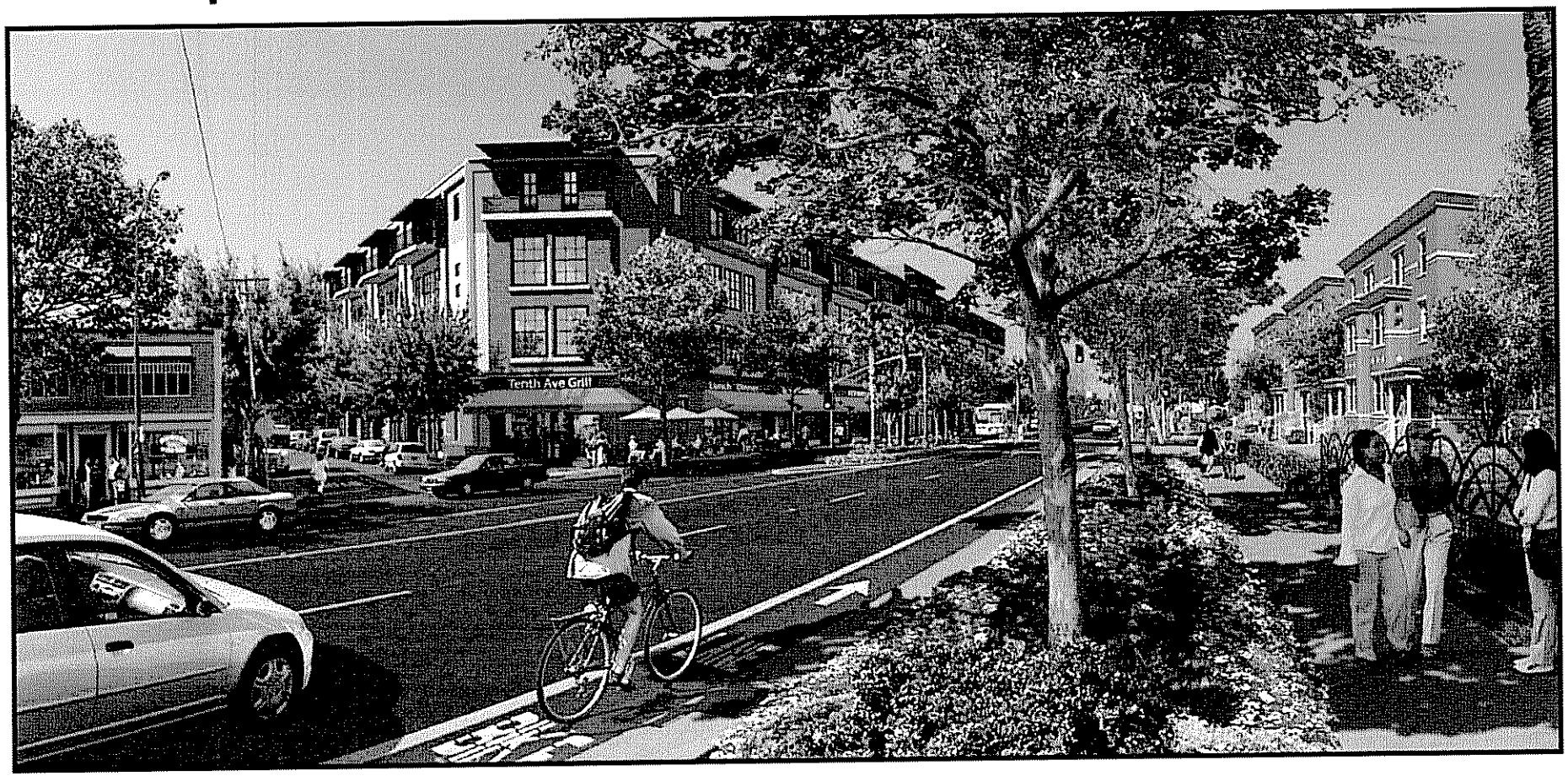
REGENT PLACE PROJECT



REGENT PLACE PROJECT



REGENT PLACE PROJECT



REGENT PLACE PROJECT– Project Schedule

DDA Approval	Aug. 2005
Planning Entitlements	Aug. 2005
Building permits	Dec. 2005
Start Construction	March 2006
End Construction	April 2007

RESOLUTION NO. _____

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

OAK PARK REDEVELOPMENT PROJECT AREA; APPROVE MITIGATED NEGATIVE DECLARATION AND DISPOSITION AND DEVELOPMENT AGREEMENT WITH THE COMMUNITY PRIDE PROJECT FOR DEVELOPMENT OF 3400 STOCKTON BLVD AND 4601 10TH AVE

BACKGROUND:

A. WHEREAS, the Redevelopment Agency of the City of Sacramento ("Agency") has adopted the Oak Park Redevelopment Plan ("Redevelopment Plan") and an Implementation Plan for the Oak Park Project Area ("Project Area");

B. WHEREAS, Agency owns certain real property generally described as 3400 Stockton Boulevard and 4601 10th Avenue (Assessor Parcel No.s 014-0222-067 and 068 ("Property") in the Project Area, which was acquired with 1999 Oak Park Tax Exempt Capital Improvement Revenue Bond funds;

C. WHEREAS, Agency and the Community Pride Project ("Developer") desire to enter into Disposition and Development Agreement ("DDA") to convey the Property to Developer for construction of an approximately 104,082 square foot mixed use development consisting of ground floor retail, two floors of commercial office space and residential lofts, as more specifically described in the DDA ("Project");

D. WHEREAS, a copy of the DDA is on file with the City Clerk;

E. WHEREAS, in accordance with the California Environmental Quality Act ("CEQA") and its implementing regulations, a Mitigated Negative Declaration has been prepared to address the potential impacts of the proposed Project;

F. WHEREAS, a report under Health and Safety Code Section 33433 ("Section 33343 Report") has been prepared, filed with the City Clerk, and made available for public review pursuant to Section 33433; and

G. WHEREAS, proper notice of this action has been given and a public hearing has been held in accordance with Health and Safety Code Sections 33431 and 33433.

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

Section 1. The Mitigated Negative Declaration, which includes the Mitigation Monitoring Program, which is attached as Exhibit A, is hereby approved. The Executive

Director or her designee is hereby directed to file a Notice of Determination for the sale of the Property for the Project in accordance with CEQA Guidelines Section 15075.

Section 2. The sale of the Property and construction of the Project is consistent with the goals and objectives of the Redevelopment Plan to promote enhancement of the business corridor along Stockton Boulevard, and is consistent with the Implementation Plan. The Project will assist in the elimination of blight as stated in the 33433 Report. The DDA shall be deemed an implementing document approved in furtherance of the Redevelopment Plan and Implementation Plan for the Project Area, and all applicable land use plan, studies, and strategies.

Section 3. The Report as required under Health and Safety Code Section 33433 is hereby approved.

Section 4. The consideration for the Agency's conveyance of the Property to Developer is $ 1, which is not less than the fair reuse value of the Property at the use and with the covenants, conditions, restrictions required by the DDA and the related Regulatory Agreement and Grant Deed.

Section 5. The Disposition and Development Agreement is approved and the Executive Director is authorized to execute the DDA, Grant Deed, Regulatory Agreement, Escrow Instructions and related conveyance documents, and to perform other actions as necessary to implement the terms of the DDA. In accordance with Health and Safety Code Section 33334.14, the Regulatory Agreement containing covenants imposed by the DDA may be subordinated to the lien or encumbrance of the Developer's lender.

Table of Contents:

Exhibit A: Negative Declaration – Page 3 thru 185
Exhibit B: Disposition and Development Agreement – Page 186 thru 252

RESOLUTION NO. _____

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF

APPROVAL OF THE AGENCY'S SALE OF PROPERTY AT 3400 STOCKTON BLVD AND 4601 10TH AVE TO THE COMMUNITY PRIDE PROJECT FOR DEVELOPMENT OF A MIXED USE PROJECT

BACKGROUND:

A. WHEREAS, the City of Sacramento approved by Ordinance the Oak Park Redevelopment Plan ("Redevelopment Plan") for the Oak Park Project Area ("Project Area");

B. WHEREAS, the Redevelopment Agency of the City of Sacramento ("Agency") owns certain real property generally described as 3400 Stockton Blvd and 4601 10TH Ave ("Property") in the Project Area, which was acquired with tax increment funds;

C. WHEREAS, Agency and Community Pride Project ("Developer") desire to enter into Disposition and Development Agreement ("DDA") to convey the Property to Developer for construction of an approximately 104,082 square foot mixed use development consisting of ground floor retail, two floors of commercial office space and residential lofts, as more specifically described in the DDA ("Project");

D. WHEREAS, a copy of the DDA is on file with the City Clerk;

E. WHEREAS, in accordance with the California Environmental Quality Act ("CEQA") and its implementing regulations, a Mitigated Negative Declaration has been prepared to address the potential impacts of the proposed Project;

F. WHEREAS, a report under Health and Safety Code Section 33433 ("Section 33433 Report") has been prepared, filed with the City Clerk, and made available for public review pursuant to Section 33433; and

G. WHEREAS, proper notice of this action has been given and a public hearing has been held in accordance with Health and Safety Code Sections 33431 and 33433.

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

Section 1. The Agency's sale of the Property for construction of the Project is consistent with the goals and objectives of the Redevelopment Plan to develop vacant lots and is consistent with the Implementation Plan adopted for the Redevelopment Plan. The sale of the Property will assist in the elimination of blight as stated in the 33433 Report.

Section 2. The consideration for the Agency's conveyance of the Property to Developer is not less than the fair reuse value of the Property at the use and with the covenants, conditions, and restrictions required by the DDA and the related Regulatory Agreement and Grant Deed

Section 3 The City Council hereby approves the Agency's sale of the Property to the Developer for the Project pursuant to the terms of the DDA.

Table of Contents:

Exhibit A: Negative Declaration – Page 3 thru 185
Exhibit B: Disposition and Development Agreement – Page 186 thru 252

EXHIBIT A

REGENT PLACE

MITIGATED NEGATIVE DECLARATION
INITIAL STUDY

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
and
CITY OF SACRAMENTO

Sacramento Housing & Redevelopment Agency

Prepared for:
Sacramento Housing and Redevelopment Agency
630 I Street, Sacramento, California 95814
Contact: Michelle Perez (916) 447-2261 ext.1232

Prepared By:
GAIL ERVIN CONSULTING
8561 Almond Bluff Court
Orangevale, California 95662-4419
916/989-0269

May 19, 2005

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO AND THE CITY OF SACRAMENTO MITIGATED NEGATIVE DECLARATION

Pursuant to Division 6, Title 14, Chapter 3, Article 6, Sections 15070 and 15071 of the California Administrative Code and pursuant to the Procedures for Preparation and Processing of Environmental Documents adopted by the Sacramento Housing and Redevelopment Agency pursuant to Resolution Number SHRC-94-039, the Environmental Coordinator of the Sacramento Housing and Redevelopment Agency of Sacramento County, State of California, does prepare, make, declare, publish, and cause to be filed with the County Clerk of Sacramento County, State of California, this Negative Declaration The Project is described as follows:

1. ***PROJECT TITLE AND SHORT DESCRIPTION:*** REGENT PLACE

2. ***PROJECT LOCATION AND ASSESSOR'S PARCEL NUMBER:*** The proposed project is located at 3400 Stockton Boulevard and 4601 10th Avenue (APN 014-0222-067 and -068).

3. ***PROJECT PROPONENT:*** Sacramento Housing and Redevelopment Agency

4. ***SAID PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT FOR THE FOLLOWING REASONS:***

   a. It does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.

   b. It does not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals.

   c. It will not have impacts that are individually limited, but cumulatively considerable.

   d. It will not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.

5. As a result thereof, the preparation of an Environmental Impact Report pursuant to the Environmental Quality Act (Division 13 of the Public Resources Code of the State of California) is not required.

6. Mitigation measures have been included and agreed to by the Agency to avoid potentially significant effects, and a Mitigation Monitoring Plan has been prepared.

This Initial Study has been performed by the Sacramento Housing and Redevelopment Agency and the City of Sacramento in support of this Mitigated Negative Declaration. For additional information, contact the Agency at the Sacramento Housing and Redevelopment Agency, 630 I Street, Sacramento, California 95814, attention Michelle Perez, (916) 447-2261 extention1232.

Sacramento Housing and Redevelopment Agency
Sacramento City, State of California

Gail M. Ervin for

Sheryl Patterson, Environmental Coordinator
Sacramento Housing and Redevelopment Agency

May 19, 2005
Date

TABLE OF CONTENTS

SECTION

I. Description of the Proposed Project I-1
Background I-1
Location I-1
Setting I-1
The Project I-2
Land Use I-6
Environmental Document Background I-10
Intended Uses of the Initial Study I-5
Public Review I-10
Documents Incorporated by Reference I-10

II. Environmental Analysis II-1
A. Initial Study Checklist II-2
B. Discussion II-3
Section I: Aesthetics II-3
Section II: Agriculture Resources II-4
Section III: Air Quality II-5
Section IV: Biological Resources II-5
Section V: Cultural Resources II-9
Section VI: Geology and Soils II-10
Section VII: Hazards and Hazardous Materials II-12
Section VIII: Hydrology and Water Quality II-15
Section IX: Land Use and Planning II-19
Section X: Mineral Resources II-21
Section XI: Noise II-22
Section XII: Population and Housing II-23
Section XIII: Public Services II-25
Section XIV: Recreation II-25
Section XV: Transportation/Traffic II-27
Section XVI: Utilities and Service Systems II-31
Section XVII: Mandatory Findings of Significance II-35

APPENDICES

A Mitigation Monitoring Plan
B Arborist Report
C Transportation and Circulation Analysis

FIGURES AND TABLES

Figures

Figure 1: Regional Location I-2
Figure 2: Project Site I-3
Figure 3: Site Plan I-5
Figure 4: South & East Elevations I-7
Figure 5: North & West Elevations I-8
Figure 6: Streetscape Elevations I-9

Tables

Table 1 SMAQMD CEQA Air Quality Significance Criteria II-7
Table 2 URBEMIS 2002 Summary Report II-8

I. DESCRIPTION OF THE PROPOSED PROJECT

BACKGROUND

The Redevelopment Agency of the City of Sacramento (Agency) acquired the properties on the proposed project site in 2001 with tax exempt bond funds. Following the purchase of the site, the Agency proceeded with demolition of the buildings located on site, merger of parcels, and addressing contamination leftover from the former gas station located on the northeast corner.

The development of this particular site has been an Agency and community identified priority for the past several years. In 2003, the Agency entered into an Exclusive Right to Negotiate (ERN) with Regent Development, Inc. (Regent) for development of the site. Regent has participated in several community meetings delineating their development proposal for the site which provides for ± 100,000 square foot, four story mixed use project with on site and underground parking.

The proposed project would provide for a high density, mixed use project on vacant lot intended to eliminate blighting influences by providing for a unique urban environment. The site currently has a pending closure report due from the County pending results of additional soil and water samples.

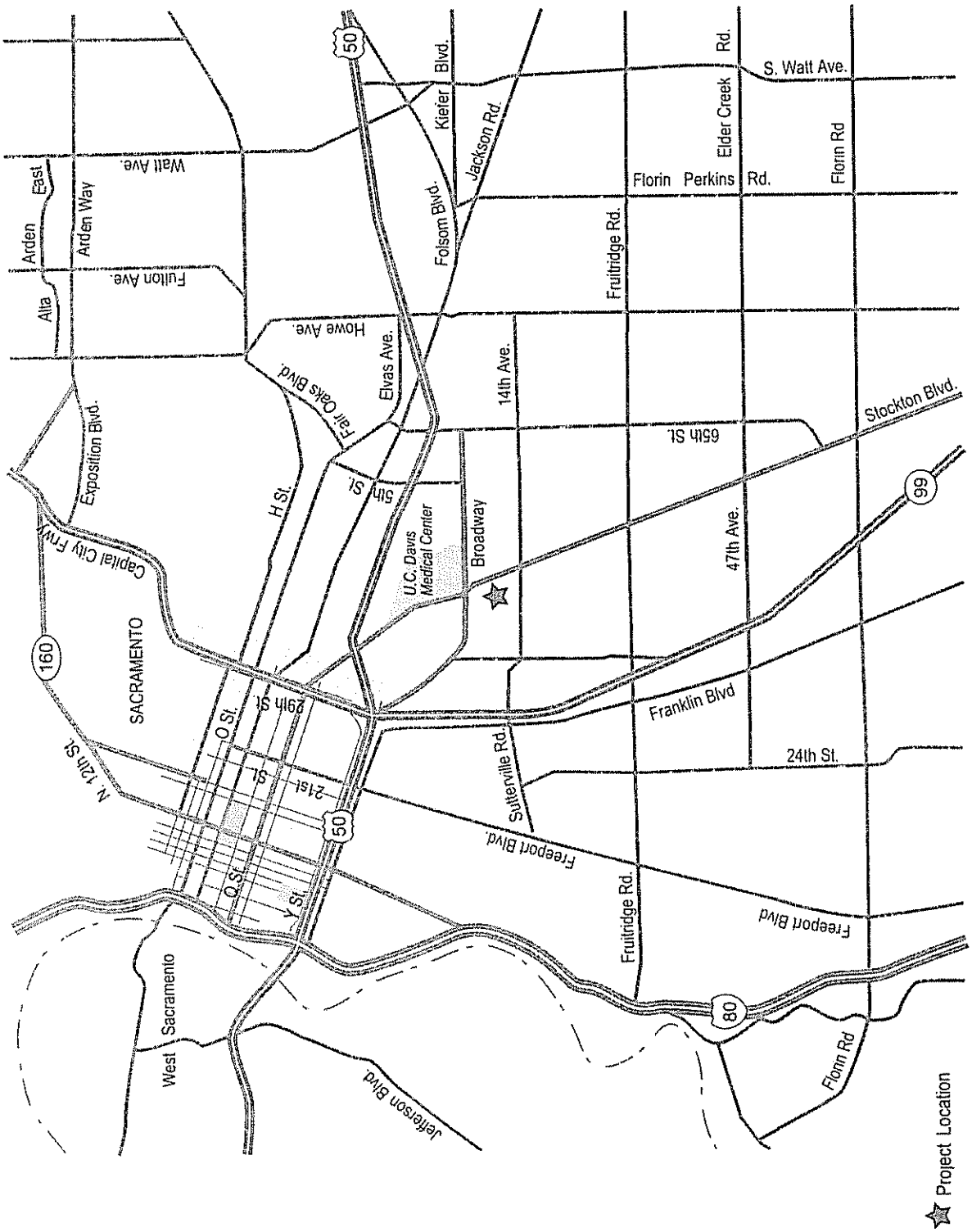
LOCATION

The proposed project is located at 3400 Stockton Boulevard and 4601 10th Avenue (APN 014-0222-067 and -068). As illustrated in **Figure 1**, the project site is located west of Stockton Boulevard and south of Broadway in the Oak Park area of the City of Sacramento. **Figure 2** identifies the project site location. The project is located within the Oak Park Redevelopment Project Area.

SETTING

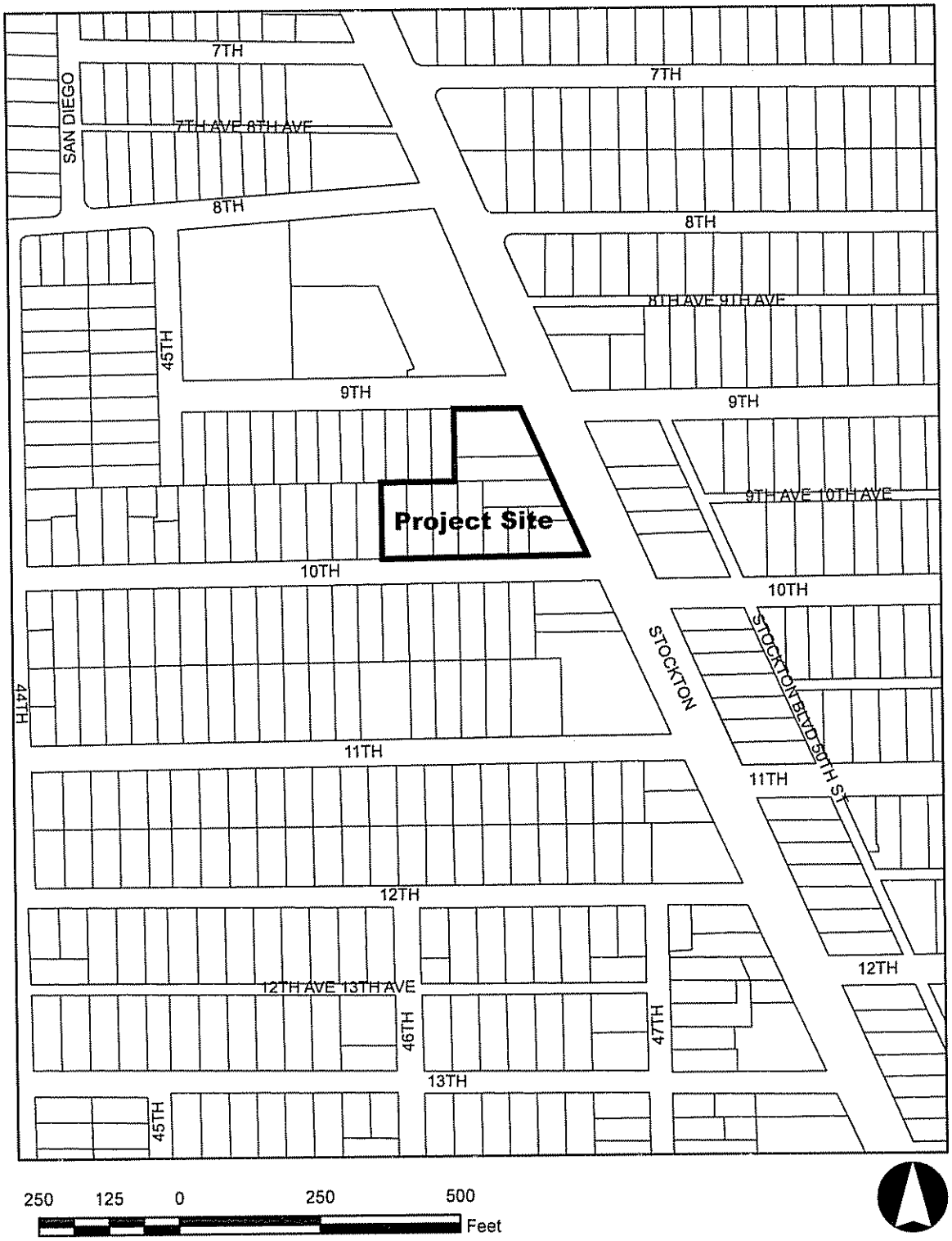
The site is located in the southern Sacramento Valley, on a gently sloping, east-west oriented alluvial valley at an elevation of approximately 35 feet above mean sea level (1927 North American Datum). The topographic gradient in the site vicinity is 0.002 to the west. Surface drainage flows west toward the city sewer system and eventually into the Sacramento River, located approximately three miles west of the site.

The vacant, 1.5 acre project site has been graded, and most vegetation has been removed except for some palm trees along the eastern edge. There are no wetlands on the site, and no existing structures. The property consists of two contiguous lots, encompassing approximately 20,000 square feet, and is currently vacant. It had previously included two buildings and paved parking areas, occupied by two automotive repair shops and a furniture storage facility. Based on historical records reviewed during the Phase I Environmental Site Assessment (March and April 2000), the site had been developed since at least the late 1930s. The properties had been used as service station/auto repair facilities since the 1950s, but ceased operation as a service station in the late 1960s.



Source: DKS Associates 2005

FIGURE 1
REGIONAL LOCATION



Source: Ervin Consulting 2005

FIGURE 2
PROJECT SITE

According to the City of Sacramento Development Services Department, the site is zoned C-2 (Commercial) Special Planning District, and lies within an area subject to the Oak Park Design Review Requirements. Surrounding land uses include a large UC Davis Medical Center building commercial to the north, an empty lot with residences beyond in a commercial zone to the east, commercial and residential to the south including the historic Colonial Theater with a 30' tall Art Deco decorative tower element, and older Arts and Crafts style homes to the west.

The Federal Emergency Management Agency (FEMA) maps were consulted to determine if the project vicinity lies within a Flood Hazard Zone as designated by FEMA. According to the map, the project vicinity is not located within a 100-year flood zone.

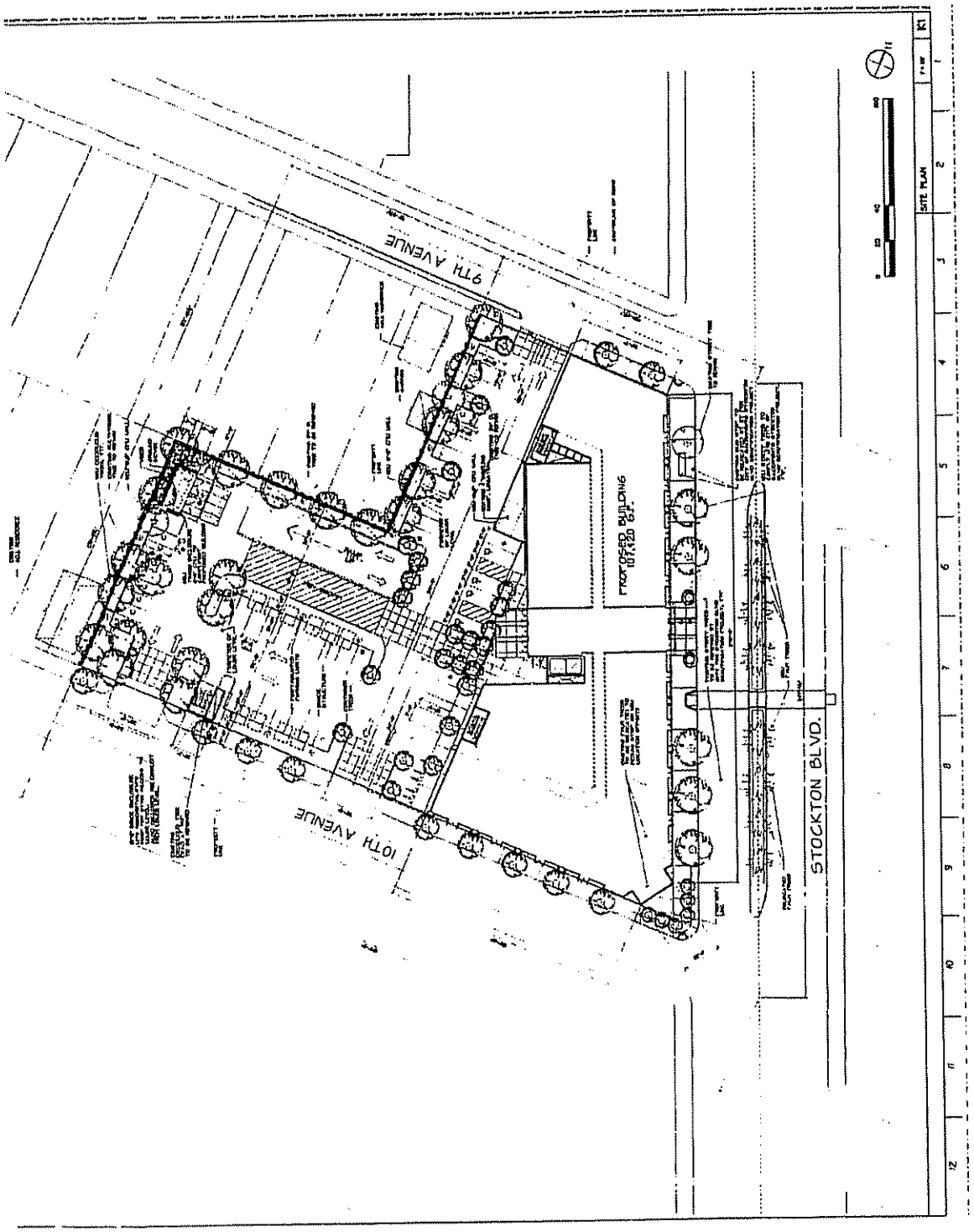
The existing roadways directly affected by the proposed project are Stockton Boulevard, 9th Avenue, and 10th Avenue. The site fronts on Stockton Boulevard, a four lane arterial fully improved with curbs, sidewalk, gutter, and bike lanes, connecting the City of Sacramento with the City of Elk Grove. 9th and 10th avenues are local streets serving residential areas to the west of the site.

Regional automobile access to the site is provided primarily by the State Route 99 freeway located about a mile west of the site. SR-99 is a north-south, eight-lane state highway extending from Redding to the north to Bakersfield to the south. To the north, it provides access to US-50. Near the site, SR-99 has a full interchange at 12th Avenue. US-50 is an eight-lane, east-west interstate freeway extending from Sacramento to the west to Washington DC to the east. To the west, it provides access to SR-99. Near the site, US-50 has a partial interchange at Stockton Boulevard.

THE PROJECT

The Agency intends to convey title of agency owned land located at 3400 Stockton Boulevard and 4601 10th Avenue to the Stockton Boulevard Partnership, or its assignee for the development of an approximately 104,082 square foot, four-story mixed-use development. On the top floor, 18 residential units are proposed, consisting of penthouse lofts. The second and third floor consists of 52,240 square feet of office space. The first floor would consist of 23,660 square feet of retail space. There would be both on-site and underground parking.

The project would front along Stockton Boulevard between 9th and 10th avenues, and is requesting a parking reduction variance, height variance and a setback variance. The parking entrance will be along 10th Avenue and access to the site is proposed via 9th Avenue and 10th Avenue west of Stockton Boulevard. A majority of the parking will be underground, and surface level parking will be landscaped with shade-structures and trees adjacent to the residential areas to the west. Neighborhood-scale parking-area lighting and building lighting will provide increased security, in addition to the residential units that face west toward the surface level parking. The project site plan is identified in **Figure 3**.



Source: Ekistics Design Studio, 2005

FIGURE 3
SITE PLAN

The design of the building would be similar to European urban buildings, with detail and mass at the base. Additional height and mass at the main entry to the lobby, and anchoring the corner at 10th Avenue and Stockton Boulevard, would provide visual variation. The building would be of high-quality materials: mostly brick, with pre-cast architectural elements such as window sills and headers, column bases, and column trim. Proposed exterior building materials include light, medium, and dark brick tones. Stone base will occur below much of the first floor windows, and all of the building's windows will be steel. The fourth floor will have garden balconies, deep enough for a table and chairs and various plants, at each unit, featuring attractive railings, and metal canopy overhangs. Elevations are provided in **Figure 4** through **Figure 6**.

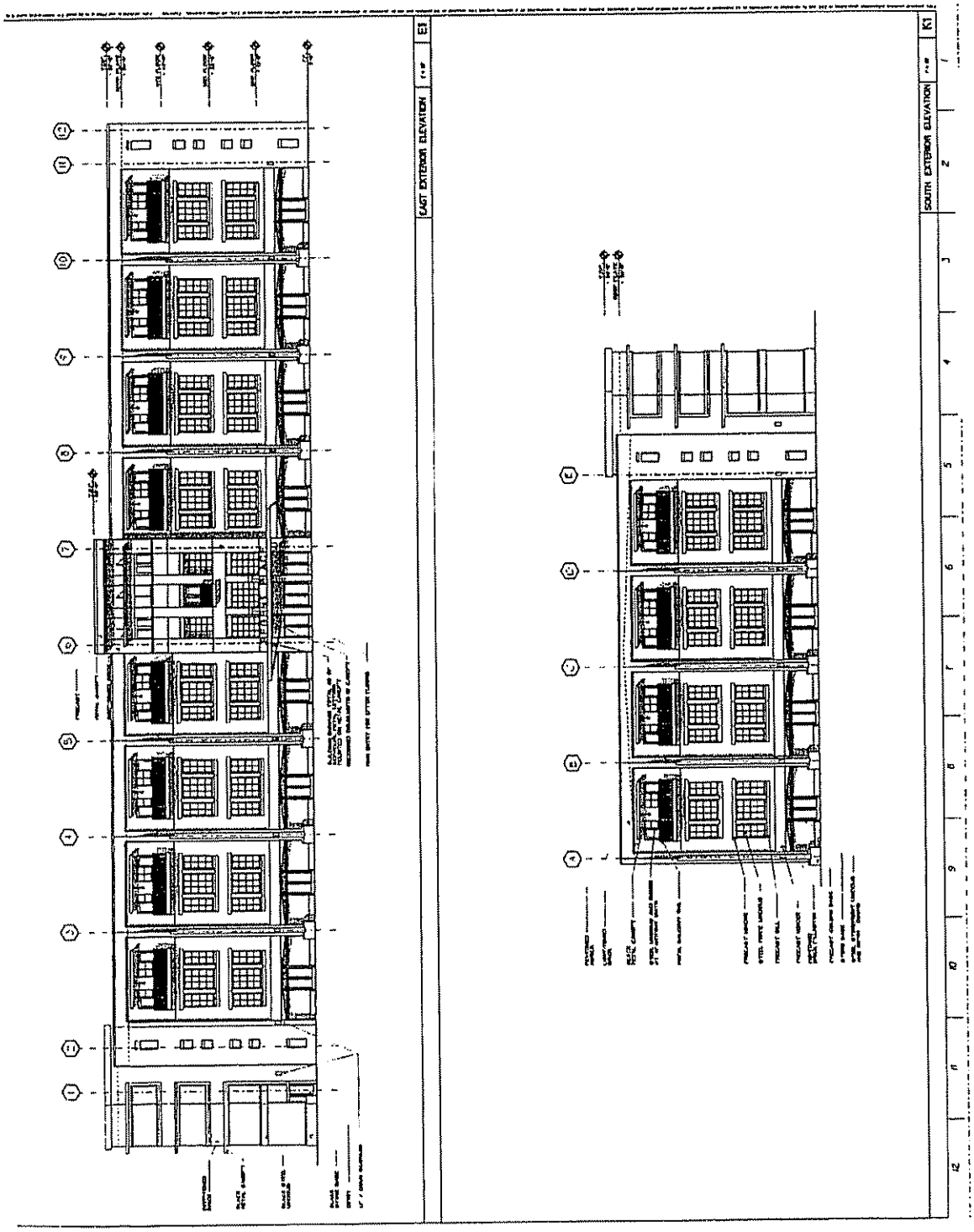
Small retail shops and possible future cafes and restaurants on the ground floor retail space are intended to increase the walkability of the neighborhood, and provide goods and services to benefit the residents. The design would exceed the allowable 35 foot height by 25.5 feet, for a total building height of 60 feet 6 inches, and would reduce the required parking spaces from 205 spaces to 184 spaces. Requested entitlements include:

- **Plan Review** to construct a 107,420 square foot mixed use building (retail, offices, and residential) in the General Commercial (C-2) zone.
- **Design Review** of a mixed use project in the Broadway/Stockton Special Planning District and the Oak Park Design Review District.
- **Special Permit** to exceed the 35-foot height limit by 25.5 feet.
- **Special Permit** to allow off-site parking in the Single-Family Residential (R-1) zone.
- **Special Permit** to reduce the required parking from 200 spaces to 184 spaces.
- **Disposition and Development Agreement** (DDA) with the Redevelopment Agency of the City of Sacramento

LAND USE

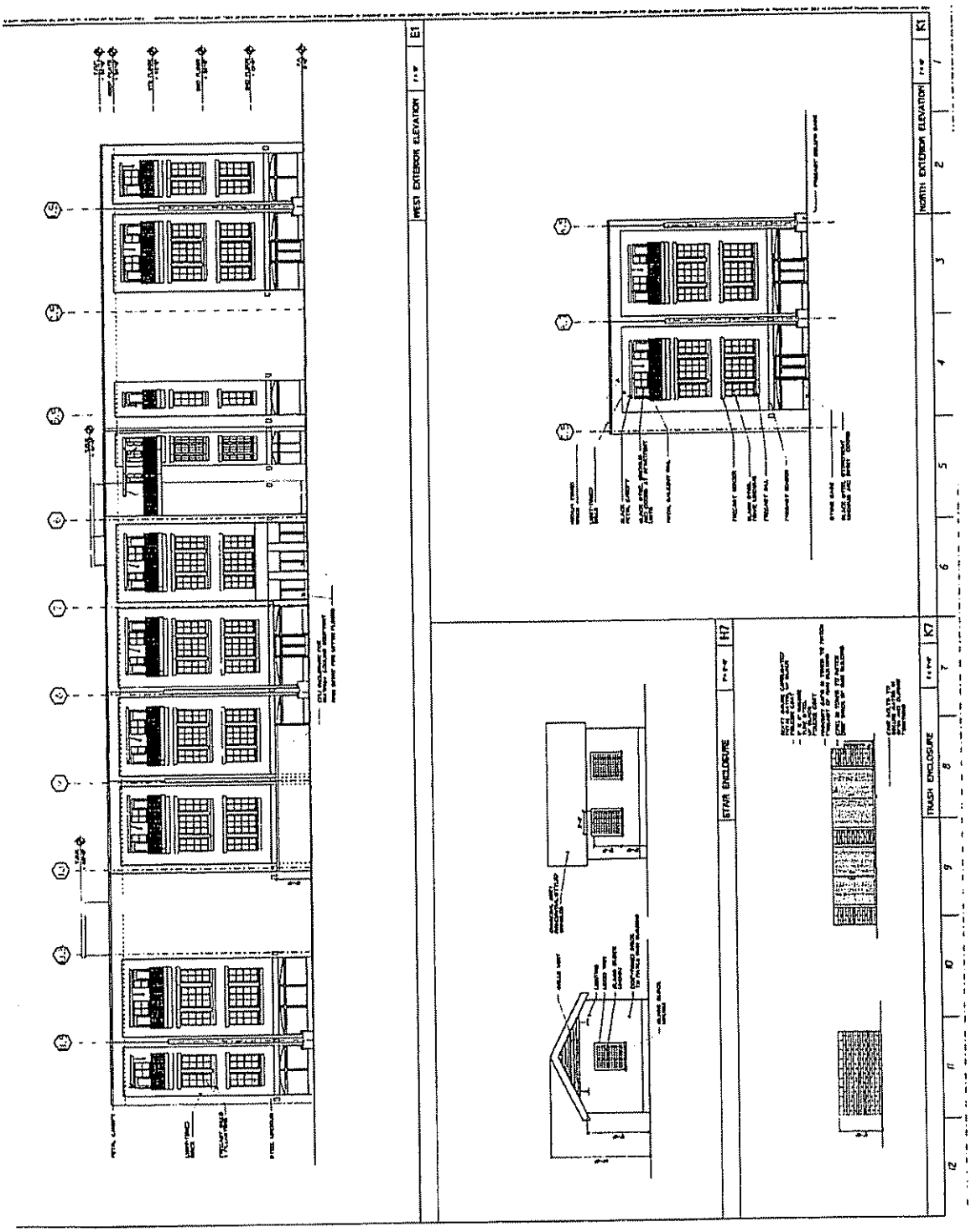
The existing zoning and plan designations of the area are as follows:

- Zoning: C2 – Special Planning District, and R-1, Single Family Residential
- General Plan: Low Density Residential (4-15 du/acre), Community/Neighborhood Commercial & Offices
- Design Review District: Broadway/Stockton Special Planning District, and the Oak Park Design Review District
- East Broadway Community Plan



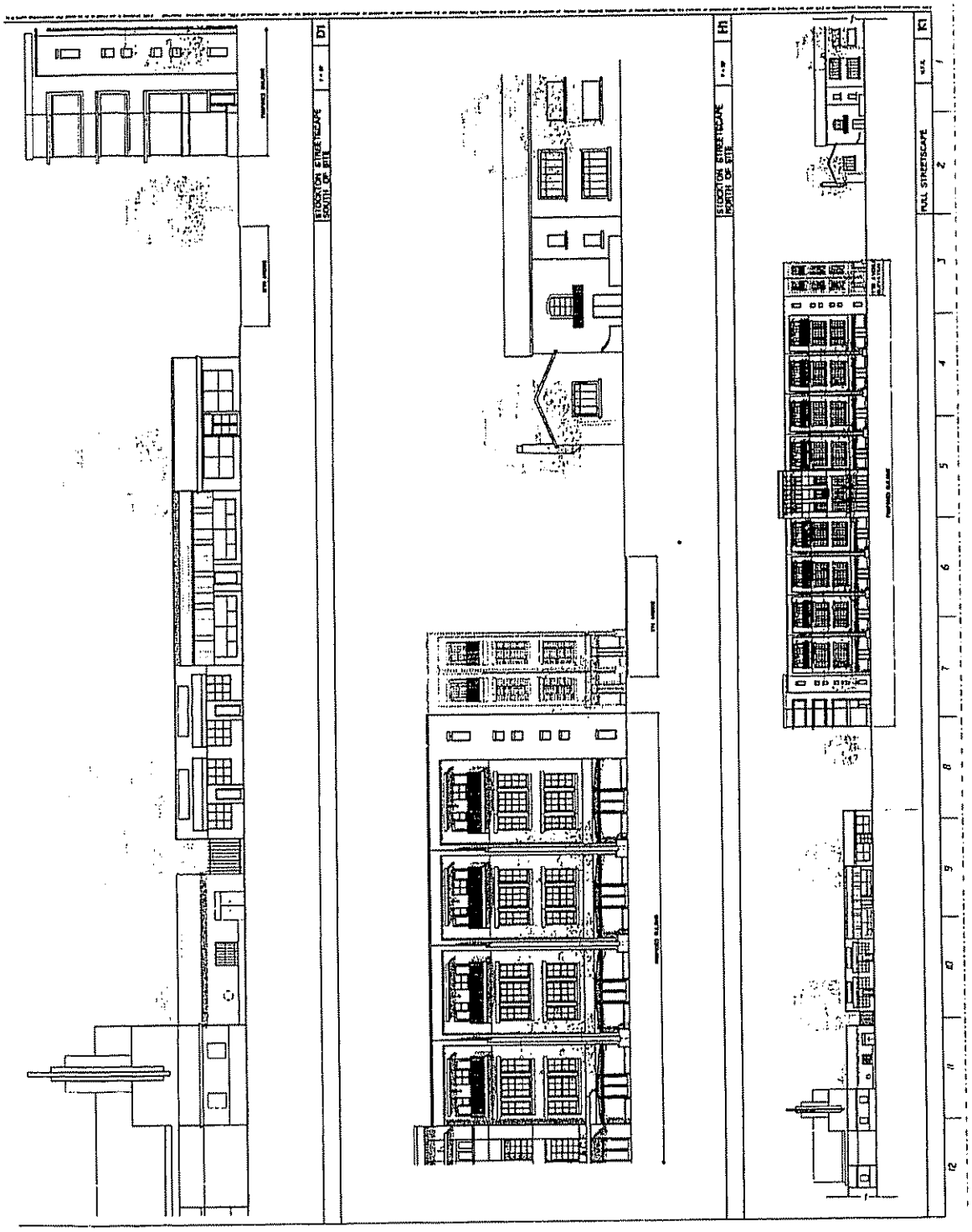
Source: Ekistics Design Studio, 2005

FIGURE 4
SOUTH & EAST ELEVATIONS



Source: Ekistics Design Studio, 2005

FIGURE 5
NORTH & WEST ELEVATIONS



Source: Ekistics Design Studio, 2005

FIGURE 6
STREETSCAPE ELEVATIONS

ENVIRONMENTAL DOCUMENT BACKGROUND

This Initial Study contains an analysis of the environmental effects of the proposed Regent Place Project. In addition, the Sacramento General Plan Update EIR (SGPU EIR, March 1987) assesses the environmental impact of build-out of the Sacramento General Plan Update. The City Council has evaluated these impacts (e.g. traffic and air quality) and has adopted Findings of Fact and a Statement of Overriding Considerations for the General Plan Update.

This Initial Study should be viewed in conjunction with the SGPU EIR. The purpose of this Initial Study is to evaluate the potential site-specific environmental impacts of the project with respect to the SGPU EIR, to determine what level of additional environmental review, if any, is appropriate. Mitigation measures identified in the SGPU EIR that apply to the proposed project will be implemented as part of the project. The mitigation measures in the SGPU EIR that are appropriate to be implemented as part of the project are identified and discussed in the appropriate issues discussion.

INTENDED USES OF THE INITIAL STUDY

The SHRA and the City of Sacramento are joint lead agencies for this project. The Initial Study will be used in the approval of the following actions and entitlements:

- Agency approval of a Disposition and Development Agreement
- Planning Commission: plan review and special permits
- Design Review and Preservation Board approval

PUBLIC REVIEW

This Initial Study will be initially circulated for public review and comment from May 20, 2005 to June 10, 2005, and will be first used by the Design Review and Preservation Board for the approval of the project design. Consideration of the Agency DDA City entitlements are anticipated in July, 2005.

DOCUMENTS INCORPORATED BY REFERENCE

This Initial Study has been compiled from a variety of sources, including published and unpublished studies, applicable maps, aerial photographs, and independent field investigations. The State CEQA Guidelines recommend that previously completed environmental documents, public plans, and reports directly relevant to a proposed project be used as background information to the greatest extent possible and, where this information is relevant to findings and conclusions, that it be incorporated by reference in the environmental document. The following documents are incorporated herein by reference:

1. *City of Sacramento General Plan Update*, City of Sacramento, January 19, 1988.
2. *City of Sacramento Zoning Code*, City of Sacramento.

3. *Draft and Final Environmental Impact Report, City of Sacramento General Plan Update,* City of Sacramento, Draft EIR - March 2, 1987 and Final EIR - September 30, 1987.
4. *Guide to Air Quality Assessment in Sacramento County.* Sacramento Municipal Air Quality Management District, July 2004.
5. *Draft Environmental Impact Report, Land Use Planning Policy Within the 100-Year Flood Plain in the City and County Of Sacramento*, City of Sacramento, September 18, 1989.

The documents incorporated by reference are available for review at the Sacramento Housing and Redevelopment Agency, 630 I Street, Sacramento, California 95814, and at the City of Sacramento, Development Services Department at 1231 I Street, Third Floor, Sacramento.

II. ENVIRONMENTAL ANALYSIS

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated," as indicated by the checklist on the following pages.

___ Aesthetics
___ Agricultural Resources
___ Air Quality
✓ Biological Resources
✓ Cultural Resources
___ Geology and Soils
___ Hazards and Hazardous Materials
___ Hydrology and Water Quality
✓ Mandatory Findings of Significance
___ Land Use and Planning
___ Mineral Resources
___ Noise
___ Population and Housing
___ Public Services
___ Recreation
✓ Transportation/Traffic
✓ Utilities and Service Systems

CEQA DETERMINATION

Based on the initial evaluation:

_ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

✓ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

_ I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

_ I find that the proposed project MAY have a potentially significant impact or a potentially significant impact unless mitigated impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

_ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Gail M. Ervin for

Sheryl Patterson, Environmental Coordinator
Sacramento Housing and Redevelopment Agency

May 19, 2005
Date

A. INITIAL STUDY CHECKLIST

The Initial Study checklist recommended by the State of California Environmental Quality Act (CEQA) Guidelines is used to determine potential impacts of the proposed project on the physical environment. The checklist provides a list of questions concerning a comprehensive array of environmental issue areas potentially affected by the project. Explanations to answers are provided in a discussion for each section of questions, as follows:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts.
3. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
5. "Less Than Significant Impact" applies where the impact does not require mitigation or result in a substantial or potentially substantial change of any of the physical conditions within the area affected by the project.
6. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D).
7. Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

B. DISCUSSION

Section I: Aesthetics

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?				X

Discussion of Checklist Answers:

a,b) There are no designated scenic vistas or highways located near the project that could be affected by construction activities. The project is consistent with the objective to eliminate blight and blighting influences that contribute to the disjointed and degraded visual quality of the redevelopment area. The project would have no impact on scenic resources.

c) The project site has been identified in the Sacramento General Plan Update (SGPU) and East Broadway Community Plan as an appropriate location for urban development. A major objective of the project is to eliminate blight and blighting influences on the site that contribute to the disjointed and degraded visual quality of the redevelopment area. The proposed project provides a new mixed use development with streetscape improvements and landscaping, which enhances pedestrian comfort and community access.

The Special Planning District and Design Review District designation provides zoning restrictions and design requirements that ensure visual compatibility and cohesiveness throughout the project area. The proposed project is requesting a special permit to exceed the 35 foot height limit by 25.5 feet. Stockton Boulevard in this area is a line of small shops, including the historic Art Deco Colonial Theater. The project would be taller than adjacent structures, but would include a residential element with balconies providing a connection to the street. The large palm trees considered for the Stockton

median would provide some visual balance. Although large for the site, the proposed project is not out of scale for the vicinity, with the UCD Med Center down the street and the Colonial Theater tower south across 10th Avenue, and the pedestrian scale detail and mass at the base. Additional height and mass at the main entry to the lobby, and anchoring the corner at 10th and Stockton Boulevard, provides visual variation.

In addition, all redevelopment actions must comply with the Art in Public Places Program. In 1979, SHRA adopted Resolutions 1750 and 2863, pledging itself "to promote the aesthetic improvement of the City of Sacramento to the fullest extent possible." The Art in Public Places Program requires that development projects with SHRA assistance expend a minimum of two percent of the total project construction costs on aesthetic improvements. Such improvements may be decorative or functional, landscape items, or architectural features. SHRA currently has an existing memorandum of understanding with the City of Sacramento that designates the Sacramento City Department of Community Services, Metropolitan Arts Division to administer the Art in Public Places Program (Bloom, 1996). The proposed project would result in beneficial aesthetic effects in the project vicinity.

d) The proposed project will result in some increases in light and glare from residential and commercial lighting. Because the area is already urbanized, the incremental increase in lighting associated with new development will be less than significant. The proposed project must install lighting in compliance with the City's Comprehensive Zoning Ordinance (Section 6-D-8) standards. These standards ensure that all new lighting reduces light and glare in the project vicinity and that all exterior lighting is directed away from and properly shielded to eliminate glare on existing land uses and roadways. Light and glare impacts are therefore not considered to have an impact with adherence to City requirements.

Section II: Agriculture Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X

Discussion of Checklist Answers:

a-c) Agricultural resources are not located within or adjacent to the project site, thus the proposed project would have no effect on agricultural resources or operations.

Section III: Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?				X

Discussion of Checklist Answers:

a-d) The project is located within the Sacramento metropolitan area which is considered a non-attainment area for selected pollutants. The 1986-2006 SGPU DEIR identified urban emission sources as the primary source for existing air quality problems (SGPU DEIR, Z-6). The federal air quality standards for ozone and particulate matter (PM_{10}) are being exceeded several times per year in Sacramento City and County.

The Sacramento Federal Ozone Nonattainment Area (SFNA) is comprised of five air districts in the southern portion of the Sacramento air basin. EPA and CARB have designated the SFNA as a "severe" nonattainment area for ozone, with special requirements for the attainment of NAAQS. These requirements include use of reasonably available control technology (RACT), vapor recovery on fuel systems, motor vehicle inspection and maintenance programs, emission offsets, transportation control measures, and other reductions in VOCs and NO_X. Ozone attainment must be reached by the year 2005 or Sacramento County will face significant consequences that range from the imposition of financial penalties to the adoption of even more stringent air emission control requirements.

Sacramento County is also designated nonattainment for state and federal 24-hour PM_{10} AAQS (SMAQMD, July 2004). In June 2004, the EPA proposed to classify Sacramento County in attainment of the new federal $PM_{2.5}$ standard. The region is designated as an attainment area for SO_2 and NO_2, and a maintenance area for CO.

The SMAQMD considers a project to have a significant air quality impact if the direct and indirect emissions from implementation of the project would meet or exceed the SMAQMD thresholds, as shown in **Table 1**. In addition, the SMAQMD considers a project to have a significant air quality impact if the following qualitative criteria are met:

- ***Air Quality Plan Consistency***
  The project conflicts with or obstructs implementation of the applicable air quality plan;
- ***Odors***
  The project results in excessive nuisance odors, as defined under the California Code of Regulations, Health & Safety Code Section 41700[1], air quality public nuisance;
- ***Sensitive Receptors***
  The project results in a land use, which creates emissions that conflict with sensitive receptors, such as schools, elderly housing, hospitals or clinics, etc.;

[1] H&S 41700: "Except as otherwise provided in Section 41705, no person shall discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health, or safety of any such person or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property."

TABLE 1
SMAQMD CEQA AIR QUALITY SIGNIFICANCE CRITERIA

CRITERIA APPROVED MARCH 28, 2002				
Mass Emission Thresholds				
Project Type	**Ozone Precursor Emissions**			
	Pounds per day		**Tons per year[1]**	
	ROG	**NO_X**	**ROG**	**NO_X**
Short-term effects – Construction	None	85	None	15.5
Long-Term effects - Operation	65	65	11.9	11.9
Emission Concentration Thresholds				
California Ambient Air Quality Standards (CAAQS). The CAAQS significance criteria are applied to all phases of a project in addition to the above mass emission thresholds.				
Substantial Concentration Threshold				
A project is considered to contribute substantially to an existing or projected violation of a CAAQS if it emits pollutants at a level equal to or greater than five (5) percent of the CAAQS.				

CRITERIA IN EFFECT PRIOR TO MARCH 28, 2002						
Phase One Construction-Grading; Phase Two construction-Roads, Facilities and Structures; Operations-Long-term	Pounds per day			Tons per year		
	ROG	NO_X	PM_{10}	ROG	NO_X	PM_{10}
	85	85	275	15.5	15.5	50.2
Note: The revised criteria/thresholds became effective on March 28, 2002 To allow a reasonable transition to the revised criteria/thresholds, agencies may apply either the previous or revised criteria/thresholds for CEQA determinations made prior to May 17, 2002.						

Source: SMAQMD 2004 1 – Thresholds promulgated in pounds per day; the tons per year equivalent are shown for convenience in comparing thresholds to project-related emissions

- ***District Rules and Regulations***
  The project is not in compliance with all applicable District, state or federal air quality rules and regulations; and/or
- ***Conformity***
  The project does not comply with US EPA general and transportation conformity regulations.

The SMAQMD has also determined development projects are considered cumulatively significant if:

- The project requires a change in the existing land use designation (i.e., general plan amendment, rezone) that increases ROG and NO_X emissions compared to the previously approved land use; and
- Project CO emissions, if combined with CO emissions from other nearby projects, result in a "hotspot" that violates a state AAQS.

The proposed project provides for both residential and commercial development that does not exceed the Sacramento Metropolitan Air Quality Management District's

(SMAQMD) CEQA thresholds (Table 2.2 of the Guide). As recommended by SMAQMD, an URBEMIS model (corrected for a mixed use project) was run for the project to determine the anticipated construction and operational emissions. All construction and operational emissions were below the SMAQMD thresholds. The results of the URBEMIS model calculations are shown in **Table 2**. Air quality impacts would be less than significant.

TABLE 2
URBEMIS 2002 SUMMARY REPORT

Emissions Estimates[1]	ROG	NO_X	CO	SO_2	PM_{10} Total	PM_{10} Exhaust	PM_{10} Dust
2005 Construction	1.52	11.86	11.66	0.00	4.55	0.55	4.00
2006 Construction	82.11	24.86	34.32	0.00	1.02	0.96	0.06
Area Source	1.15	0.72	1.88	0.00	0.01		
Operational	11.79	12.06	122.45	0.09	9.07		
TOTAL	12.94	12.78	124.33	0.09	9.07		

[1] Emissions estimates are in pounds per day for summer

e) The project consists of residential, retail, office, and public facility improvements that will not create objectionable odors.

Section IV: Biological Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
California Department of Fish and Game or U.S. Fish and Wildlife Service?				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?		X		
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Discussion of Checklist Answers:

a-d,f) The project site is a 1.5 acre, graded urban infill parcel, and the dominant vegetation consists of artificially irrigated ornamental plantings and a dozen trees. There are no wetlands or native habitat on the site, and no dirt mounds that could support burrowing owl habitat. There would be no impact on special status species.

e) A tree survey was conducted by Connor Arborist Services on March 10, 2005 (Appendix B). There are 12 trees on the site proposed for removal or relocation. The east side of the property along Stockton Boulevard has three mature palm trees which are scheduled for removal by the Stockton Boulevard Beautification Project. These include a Canary Island date palm tree (27" diameter at breast height (dbh)) and two California fan palm trees (30"and 33" dbh) in good condition. Other trees include four plum trees with multiple 4-1" trunks in fair to poor condition, one 18" London Plane in fair to poor condition, one 6" coast live oak in good to fair condition, one 23" pecan tree in fair condition, and one multiple trunk Chinese elm and one 21" Catalpa recommended for removal.

One of the California fan palm trees on the site is classified as a "heritage tree." Heritage trees are defined by the Sacramento Tree Ordinance as healthy trees of any species having a trunk circumference of 100 inches (32 inches diameter) or more measured 4.5 feet above ground level, any native oak trees having a single or combined circumference of 36 inches or greater (12 inches diameter), or any tree or grove of trees designated by the City Council to be of special historical or environmental significance. The following mitigation measure is required by the City, which would reduce heritage tree impacts to less than significant:

Mitigation Measures

IV-1 Heritage Trees. The project applicant shall either transplant the existing 33" dbh fan palm into the new median in Stockton Blvd or at an alternate location, or replace the existing tree with an appropriate species and at an appropriate replacement ratio, per the review and approval of the City Arborist.

Section V: Cultural Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historic resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d) Disturb any human remains, including those interred outside of formal cemeteries?		X		

Discussion of Checklist Answers:

a) The project site is currently vacant, and there are no known historic resources adjacent to the site. The proposed project would therefore not impact historic resources.

b-d) The physical environment of the project vicinity has been greatly altered by human modification over the past 150 years. Specifically, the urbanization of the City of Sacramento has greatly altered the pre-1850 environment. On a larger scale, the deposition of deep alluvial soils over the past 10,000 years has buried any early archaeological resources.

The proposed project is located in an existing urbanized area, which has been developed with residential uses. The proposed project is not located in a Primary Impact Area as defined by the SGPU EIR (Page V-5), and no evidence of prehistoric use was noted. An archaeological records search was conducted for the project site by the North Central Information Center on February 4, 2005. The Center determined that the "environmental setting of the project area [is] within a development area, [thus] there is a low potential for Native American sites in the project area....[T]here is a moderate to low possibility of identifying historic period archaeological deposits within the project area." Therefore the project could have a potentially significant impact to archaeological and paleontological resources. However, the incorporation of Mitigation Measure V-1a and V-1b would reduce such impacts to less than significant.

Mitigation Measures

V-1a. Foremen and key members of major excavation, trenching, and grading for sites preparation shall be instructed to be wary of the possibility of destruction of buried cultural resource materials. They shall be instructed to recognize signs of prehistoric use and their responsibility to report any such finds (or suspected finds) immediately, as specified by measure V-1b below, so damage to such resources may be prevented.

V-1b. Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any development activities, all work within 20 meters of the find shall be suspended and a qualified archaeologist shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less than significant level before construction continues. Such measures could include (but would not be limited to) researching and identifying the history of the resource(s), mapping the locations, and photographing the resource. In addition, pursuant to Section 5097.98 of the State Public Resources Code, and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of any human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

Section VI: Geology and Soils

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42)			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

Discussion of Checklist Answers:

a) The proposed development could be exposed to potentially damaging seismically-induced ground shaking. However, no known active faults occur in or adjacent to the City of Sacramento. During the past 150 years, there has been no documented movement on faults within Sacramento County, although the region has experienced numerous instances of ground shaking originating from faults located to the west and east. According to the *Preliminary Map of Maximum Expectable Earthquake Intensity in California,* prepared by the California Department of Mines and Geology, Sacramento is located near the border between the "low" and "moderate" severity zones, representing a probable maximum earthquake intensity of VII on the Modified Mercalli Scale. In

Sacramento, the greatest intensity earthquake effects would come from the Dunnigan Hills fault, Midland fault, and the Foothill Fault System. The maximum credible earthquake for those faults is estimated at 6.5 on the Richter-scale. Currently, the City requires that all new structures be designed to withstand this intensity level.

The proposed project could be exposed to impacts from liquefaction of subsurface soils during an earthquake event. Liquefaction of soils could result in partial or complete loss of support that could damage or destroy buildings or facilities. Liquefaction is the loss of soil strength due to seismic forces acting on water-saturated, granular material that leads to a "quicksand" condition generating various types of ground failure. The potential for liquefaction must account for soil types, soil density, and groundwater table, and the duration and intensity of ground shaking. Earthquakes of the magnitude expected to emanate from any of several nearby faults would be strong enough in the project vicinity to induce liquefaction in susceptible sand layers.

The City of Sacramento has adopted policies as a part of the General Plan Health and Safety Element that mitigate seismic related hazards, including liquefaction. These policies require that the City:

1) protect levees and property from unacceptable risk due to seismic and geologic activity or unstable soil conditions to the maximum extent feasible;
2) prohibit the construction of structures for permanent occupancy across faults;
3) require reports and geologic investigations for multiple story buildings; and
4) ensure the use of Uniform Building Code requirements that recognize State and federal earthquake protection standards in construction.

The project would not be constructed across any currently identified fault, and is not located adjacent to any levees. In addition, the City requires soils reports and geological investigations for determining liquefaction, expansive soils, and subsidence problems on sites for new multiple-story buildings as a condition of approval, and that such information is incorporated into the project design and construction to eliminate hazards. The policies listed above are required for new construction projects and reduce potential seismic impacts to less than significant levels.

b) All grading activities associated with site development within the City of Sacramento are required to follow the Grading Permit requirements defined in the City's Grading, Erosion, and Sediment Control Ordinance 93-068 (GESC). The City GESC Ordinance defines the requirements for grading plans, erosion and sediment control plans, housekeeping practices as well as standards for cuts, fills, setbacks, drainage and terracing, and erosion control. These requirements ensure that development sites are graded such that new topography makes a smooth transition to existing adjacent topography. City Ordinance includes grading requirements that control excessive runoff during construction. Developers are required to carry out dust and soil erosion and sediment control measures before, during, and after the construction phase of development. This general permit requires the permittee to employ "Best Management Practices" (BMPs) before, during, and after construction. The City has a list of BMPs

necessary to accomplish the goals of this permit, approved by the City's Department of Utilities, Engineering Services Division before beginning construction. No significant impact is anticipated to occur due to required compliance with the City's Grading, Erosion, and Sediment Control Ordinance.

c-e) Soils in the site are categorized as Urban Land and consist of areas covered by up to 70 percent impervious surfaces. Topography is almost flat, and there are no outstanding topographic or ground surface relief features in the project vicinity which would be disturbed as a result of the proposed project.

Soils that have limitations for structural loading, i.e. weak or expansive soils, are scattered throughout the City. These limitations can usually be overcome through soil importation or specially engineered design for construction. The proposed project would not result in impacts relative to landslides or mudflows, erosion or changes in topography, expansive soils, or unique geologic or physical features.

Section VII: Hazards and Hazardous Materials

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
public airport or public use airport, would the project result in a safety hazard for people residing or working in the Project Area?				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing in the Project Area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

Discussion of Checklist Answers:

a-c) There are no proposed heavy commercial or industrial uses for the site that would use or generate hazardous materials. The proposed project would not interfere with either an adopted emergency response plan or an emergency evacuation plan. The project site is not located within one quarter mile of an existing or proposed school site.

d) In March and April 2000, EEI conducted a Phase I Environmental Site Assessment (ESA) on the project site. The property consists of two contiguous lots, encompassing approximately 20,000 square feet, and is currently vacant. It had previously included two buildings and paved parking areas, occupied by two automotive repair shops and a furniture storage facility. Based on historical records reviewed during the ESA, the site had been developed since at least the late 1930s. The properties had been used as service station/auto repair facilities since the 1950s, but ceased operation as a service station in the late 1960s. Based on the findings of the ESA, EEI conducted a limited subsurface investigation of the subject properties. The purpose was to verify whether soil/groundwater beneath the site had been impacted with petroleum hydrocarbons or chemicals related to former gasoline service station and vehicle repair facilities located on the subject property. A total of nine soil borings were installed and eleven soil samples collected for laboratory analysis.

Based on laboratory analytical results, elevated levels of motor oil/diesel was detected in both soil samples collected from the former waste oil tank location at 3400 Stockton Boulevard, and also in the near-surface sample collected from parking area behind 3406 Stockton Boulevard.

Gasoline was not detected in any of the samples analyzed. Due to site access limitations (large number of parked vehicles) and subsurface conditions (i.e., hardpan), only one boring (B-6) was advanced in the former gasoline underground storage tank (UST) location.

Elevated levels of lead were reported in soil samples collected from the former waste oil tank location and from the parking area behind 3406 Stockton Boulevard. All of the concentrations reported for total metals were below EPA's Preliminary Remedial Goals (PRGs) for Region 9.

Based on the results of this investigation, and upon consultation with SCEMD and SHRA, additional investigation was required to assess the extent of impacted soils in the former waste oil and gasoline UST locations.

In April 2002, EEI installed and sampled two trenches in the former waste oil and gasoline UST locations, respectively. Soil samples were collected at a depth of 10 feet and 13.5 feet in the former gasoline UST location, and at depths of one foot below ground surface (bgs) and eight feet bgs in the former waste oil UST location. Based on laboratory analytical results, soil in the former gasoline UST location was impacted with high levels of gasoline and diesel. Laboratory data indicated that shallow soil (i.e., above 8 feet) in the former waste oil UST location was impacted with motor oil/diesel.

The reported concentrations of heavy metals analyzed were well below Preliminary Remediation Goals (PRGs) listed by EPA Region 9 and may be considered representative of naturally-occurring (i.e. "Background") concentrations.

Upon completion of sampling, all excavated soils were placed back in the trenches and compacted using the backhoe tires.

In June 2002, EEI supervised the drilling of five soil borings to depths ranging from approximately 40 to 45 feet. Soil samples were collected at approximately 5-foot intervals in and around the former gasoline UST location. Based on laboratory analytical results, soil samples collected from the center of the former tank location indicate high levels of gasoline and diesel in soil from a depth of approximately 5 to 30 feet.

Groundwater was encountered during drilling at a depth of approximately 43 feet. Laboratory analytical data indicated that detectable concentrations of gasoline and Volatile Organic Compounds (VOCs) were present in the groundwater sample. Based on the results of this and previous investigations, the SCEMD directed that a groundwater monitoring well be installed in the former UST location.

In November 2002, EEI supervised the drilling of one soil boring to a depth of 65 feet bgs (monitoring well MW-1), and two soil borings to 15 feet. Monitoring well MW-1 was located centrally over the former gasoline UST tank pit. One 15-foot boring was located near the former waste oil UST location, and the other in the former parking area of DO Auto Repair. Based on observations made during sampling, physical evidence of impacted soil (i.e., hydrocarbon staining and odor) was encountered in MW-1 from

approximately 5 to 30 feet bgs. Groundwater was encountered at approximately 45 feet bgs.

Soil observed during sampling consisted of silty sand and sandy silt from near surface to approximately 25 feet bgs. Soil below 25 feet bgs consisted of sandy clay and clayey sand from 25 to 65 feet bgs. Soil samples collected from MW-1 indicated detectable concentrations of gasoline at 15 and 30 feet. The groundwater sample collected from MW-1 contained low levels of VOCs.

Monitoring well MW-1 was sampled again in March 2003, May 2003, and October 2003. Based on laboratory analytical data, no detectable concentrations of gasoline or VOCs were reported, except for low levels of 1, 2-dichloroethane, an additive formerly used in leaded gasoline.

In November 2003, EEI submitted the case for closure by SCEMD. After extensive review, SCEMD, in July 2004, required that additional investigation be performed to assess the presence and downgradient extent of 1, 2-dichloroethane in groundwater, and also the distribution of lead in site soils. This work was performed in October 2004.

On October 18, 2004, EEI supervised the installation and sampling of one groundwater sampling point to a depth of approximately 50 feet bgs. The sampling point/boring was installed using a hollow-stem auger sampling rig, southeast (downgradient) from monitoring well MW-1. Groundwater from the sampling point as well as from MW-1 were sampled. Based on laboratory analytical results, low levels of 1, 2-dichloroethane were present in both locations.

At the request of SCEMD, EEI also conducted a limited sampling program to address potential lead contamination in near surface soil. Using a random sample location protocol, a total of 20 samples were collected at depths of one foot. Based on the results of laboratory analytical data, lead was present in concentrations exceeding naturally-occurring (i.e., background) levels.

After reviewing the additional sampling information provided, the SCEMD has requested that additional investigation at the property be conducted to evaluate the suitability for closure. The required investigation includes 20 additional soil samples to be analyzed for lead, as well additional groundwater samples from MW-1, and from a location further downstream (i.e., southeast) from MW-1. This additional investigation is currently pending.

A portion of the proposed project will be located directly above the area of contaminated soil. In addition, construction of the subgrade parking facility will require the excavation and removal of at least 5 feet of contaminated soil near the corner of 9th Avenue and Stockton Boulevard. The excavation and removal of this material will need to be performed by a licensed contractor with a certification in hazardous waste handling, in accordance with an appropriate soil management plan.

The SCEMD has not completed its review of the proposed project and therefore there have been no final directives regarding potential mitigation measures required. However, after a preliminary review, SCEMD has indicated that aside from proper soil management during construction, no additional remediation or mitigation measures will likely be required to protect residential occupants. This is based on the depth of contamination (i.e., generally greater than 5 feet), the lack of significant levels of volatile compounds, the presence of a subgrade parking structure with concrete slab (which acts as a barrier to potential vapor migration), and the first floor commercial space, which acts as an additional buffer between residential units and the contaminated soil beneath the project site. Therefore, hazards impacts are anticipated to be less than significant.

e,f) The project site is not located within safety hazard areas of either private or public airports.

g) The proposed project would not interfere with either an adopted emergency response plan or an emergency evacuation plan. No routes used for emergency access and response would be adversely affected by the project.

h) The proposed project would not create an increased fire hazard in areas with flammable brush, grass, or trees.

Section VIII: Hydrology and Water Quality

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				X
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted water?			X	
f) Otherwise substantially degrade water quality?				X
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j) Inundation by seiche, tsunami, or mudflow?				X

Discussion of Checklist Answers:

a,f) The proposed project construction would include temporary earth disturbing activities. This could result in minor increases in soil erosion leading to increased sediment loads in storm runoff, which could affect receiving water quality. Construction activities may also contribute organic pollutants during the construction of infrastructure and improvements. Additional contamination may occur from increased traffic as a result of build-out of the subdivision, which may contribute grease, oils, and other materials that may contaminate runoff from streets and driveways.

All grading activities associated with site development within the City of Sacramento are required to follow the Grading Permit requirements defined in the City's Grading, Erosion, and Sediment Control Ordinance 93-068 (GESC). The City GESC Ordinance defines the requirements for grading plans, erosion and sediment control plans, housekeeping practices as well as standards for cuts, fills, setbacks, drainage and

terracing, and erosion control. The GESC includes grading requirements that control excessive runoff during construction. Dust and soil erosion and sediment control measures must be implemented before, during, and after the construction phase of development. Implementing accepted dust control practices, revegetating or covering exposed soils with straw or other materials, constructing ingress/egress roads and adopting measures to prevent construction vehicles from tracking mud onto adjacent roadways, covering trucks containing loose and dry soil, and providing interim drainage measures during the construction period are measures are intended to minimize soil erosion and fugitive dust emissions.

Minor increases in soil erosion leading to increased sediment loads in storm runoff from infrastructure improvements and development would be temporary and would be controlled by standard grading practices, resulting in a less than significant impact.

b) The proposed project would not affect the direction or rate of flow of groundwater or surface water. Water supplies are provided by the City of Sacramento through a system of pipelines that currently exist within the streets, or are being installed and upgraded as a part of the project. Development on the project site will not require new withdrawals from groundwater sources or affect aquifers by cuts or excavations. The City does not rely on groundwater in this area for its source of public water supply. As such, the project has no effect on groundwater used for public water supplies.

c-e) There are no wetlands on or adjacent to the project site. The proposed project would not result in a change in the direction of flow within local water bodies, and would have a less than significant impact on drainage patterns.

g-i) The project site is in the FEMA 500-year flood Zone "X" (Map Number 060266 0010F, LOMR 02/18/05 with no underlying designation. The proposed project would not expose people or property to water-related hazards such as flooding.

j) The project site is not in a coastal zone and the topography is flat, therefore there is no hazard from seiche, tsunami, or mudflow.

Section IX: Land Use and Planning

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

Discussion of Checklist Answers:

a,b) The project will not result in a substantial alteration of the present use of the area, and is consistent with planned uses. The project site is currently zoned as R-1 - single family residential and C-2 - commercial, with an underlying General Plan designation of low density residential (4-15 du/acre) and community/neighborhood commercial and office. The proposed mixed-use project blends the residential, retail and office uses, and the proposed 18 units on the1.5 acre parcel is an average gross density of 12 units per acre, consistent with the General Plan designation. Surrounding land uses are mixed, including residential, retail, commercial and office, and the parcel is located on a main arterial street. The proposed project would be consistent with General Plan designations, zoning, and adopted plans and policies, and would have a less than significant impact the physical arrangement of the South Sacramento community.

c) The project site is urban land habitat and no habitat conservation or natural communities conservation plans would be affected by development.

Section X: Mineral Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				X

Discussion of Checklist Answers:

a-b) The proposed project is an urban infill site and would not result in the loss of availability of a known mineral resource or a locally-important mineral resource recovery site.

Section XI: Noise

Would the project result in:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the Project Area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the Project Area to excessive noise levels?				X

Discussion of Checklist Answers:

a,c,d) Increased vehicular traffic resulting from residential and commercial uses on the site may incrementally increase ambient noise levels on arterial streets. Construction related noise impacts could exceed acceptable levels and have potentially significant short-term impacts on nearby sensitive receptors. Construction noise represents a temporary impact on ambient noise that will terminate upon completion of the project, and is regulated by the City's noise ordinance, as further discussed below.

The proposed project is not expected to expose people to severe noise levels greater than incremental increases in traffic noise that were previously considered in the SGPU EIR. A change in noise levels of less than three dBA is not discernible to the general population. An increase in average noise levels from three to five dBA is clearly discernible to most people and an increase greater than five dBA is considered subjectively substantial and constitutes a significant noise impact.

The City of Sacramento monitored existing ambient noise for Stockton Boulevard at a normalized distance of 75 feet from the center of the roadway (SGPU Exhibit AA-11). The existing noise levels monitored were identified as 67 dBA Ldn. The City's land use noise compatibility guidelines identify a "normally acceptable" range up to 65 dBA for commercial buildings and up to 60 dBA Ldn for multi-family residential uses in common outdoor activity areas. Interior guidelines for all residential uses are 45 dBA Ldn. The SGPU estimate that at General Plan buildout, anticipated exterior noise levels at 75 feet from the Stockton Blvd centerline would increase to 68 dBA Ldn. However, the project would incorporate standard construction methods with double paned windows and wall insulation that would reduce interior noise levels to 40 dBA L_{dn} or less. In addition, no common outdoor activity areas are planned along Stockton Boulevard that would subject users to levels in excess of the 65 dBA Ldn outdoor standard. Therefore, the proposed project would not result in a significant change in noise levels, nor expose people to significant noise levels. No increases in noise levels beyond those anticipated in the SGPU EIR or exposure to significant noise levels would occur as a result of the project.

The City of Sacramento Noise Control Ordinance sets limits for exterior noise levels on designated agricultural and residential property. The ordinance states that noise shall not exceed 55 dBA during any cumulative 30-minute period in any hour during the day (7:00 a.m. to 10:00 p.m.), and 50 dBA during any cumulative 30 minute period in any hour during the night (10:00 p.m. to 7:00 a.m.). The ordinance sets somewhat higher noise limits for noise of shorter duration; however, noise shall never exceed 75 dBA in the day and 70 dBA at night.

Construction activities, including the erection, excavation, demolition, alteration, or repair of any building or structure, are conditionally exempt from the Noise Ordinance. Construction activities are exempt from the noise standard from 7:00 a.m. to 6:00 p.m. Monday through Saturday, and from 9:00 a.m. to 6:00 p.m. on Sunday. Internal combustion engines that are not equipped with suitable exhaust and intake silencers that are in good working order are not exempt.

Noise generated by the proposed project, including temporary noise from construction activities and long term operational noise from vehicles accessing and exiting the site, would be less than significant. Therefore, the project would have no impacts due to noise from private or public airports.

b) Construction activities will not expose people, historic structures, or archaeological sites to excessive groundborne vibration or groundborne noise levels. Therefore the project would have a less than significant impact due to excessive vibration or ground-borne noise levels.

e,f) The project site is not located within two miles of either private or public airports. Therefore, the project would have no impacts due to noise from private or public airports.

Section XII: Population and Housing

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Discussion of Checklist Answers:

a) There is no change in land use or zoning proposed as part of the project. The proposed project is zoned for residential and commercial, and would not result in changes in population beyond those identified in regional and local population projections, nor induce substantial growth.

b,c) The proposed project site is vacant. There will be no displaced persons or low-income housing as a result of this project. Therefore, no impact on existing housing would occur as a result of the proposed project.

Section XIII: Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?			X	

Discussion of Checklist Answers:

a-e) The City's General Fund and other special collections such as state school funds and developer fees provide the financial support to achieve basic safety, school, library and park services. The City does not recognize the level of provision of these services as physical environmental impacts. The City views police, fire, school, maintenance of public facilities, library, and park services as basic social services to be provided by the City. The level of service is based in part on the economic health of the service provider, in this case, the City of Sacramento.

Police/fire personnel, schools, libraries, and parks provide a wide range of services that are affected by population increases. These services, however, are not impacted by physical environmental effects created by the proposed project. Section 15382 of the California Environmental Quality Act Guidelines defines a significant effect on the environment as a substantial or a potentially substantial adverse change in any of flora, fauna, ambient noise, and/or objects of historic or aesthetic significance. An economic or social change is not by itself considered a significant effect on the environment. The project is located on an urban infill parcel zoned for the proposed uses, and therefore there are no requirements for new government facilities.

a) Fire protection and emergency medical services. Fire protection and emergency medical services for the project vicinity are provided by the Sacramento Fire Department (SFD). Fire stations are located so as to provide a maximum effective service radius of 2 miles.

The primary fire station serving the project vicinity is Station 56, located at 3720 47th Avenue. In the event of a major catastrophe, SFD has agreements with all agencies (automatic aid) within the Sacramento County as well as agencies with contiguous boundaries to Sacramento County. In addition, the City of Sacramento Fire Department has entered into agreements with the California State Office of Emergency Services.

Implementation of the project will result in a minor increase the demand for fire protection and emergency services. The project is required to incorporate design features identified in the Uniform Building Code and the Uniform Fire Code. Both the Police Department and the Fire Department are given the opportunity to review and comment on the design of any proposed project that could affect public or fire safety. The incorporation of fire safety measures required by the Uniform Building Code and the Uniform Fire Code and City permitting requirements are expected to reduce any physical public safety impacts associated with the project to a less than significant level.

b) Police. The City of Sacramento Police Department furnishes police protection services within the City of Sacramento. The Police Department maintains three stations. The Central Station is downtown at 6th and I Streets, the second station is at 29th Avenue and Franklin Boulevard (the Joseph E. Rooney Police Facility), and the third is located at Marysville Boulevard and Grand Avenue (William J. Kinney Police Facility). The Department also maintains numerous Resource-Service Centers throughout the City.

The Department takes an active role in crime prevention through the Crime Prevention through Environmental Design Program. This program requires new development to coordinate with the Community Resources Division of the Police Department to facilitate public safety through appropriate design of new residential and commercial developments. The incorporation of safety measures required by the Uniform Building Code and City permitting requirements and Crime Prevention through Environmental Design Program are expected to reduce any physical public safety impacts associated with the project to a less than significant level.

c) Schools. The Sacramento City Unified School District serves the project vicinity. The proposed project would add up to 4 new elementary students (.37/SF du and .18/MF du) and 1 new junior or high school student (.08/SF du and .02/MF du) to the Sacramento Unified School District. Tahoe Elementary School, Will C. Wood Middle School, and Hiram W. Johnson High School serve students in the project vicinity.

Goals and Policies adopted as mitigation measures for the City's General Plan Update (1988) were determined to mitigate impacts of growth on schools to less than significant levels. These policies and measures are the responsibility of the City to implement for the project.

Section XIV: Recreation

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?			X	
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

Discussion of Checklist Answers:

a,b) The 4th Avenue Park, Oak Park Community Center, and Greenfair Park currently provide park facilities for area residents. The proposed project would result in a minor increase in population, consistent with the zoning, and would have a less than significant impact upon the quality or quantity of recreational facilities.

Section XV: Transportation/Traffic

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)?		X		
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads and highways?		X		

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
e) Result in inadequate emergency access?				X
f) Result in inadequate parking capacity?				X
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?			X	

Discussion of Checklist Answers.

a-b) Access to the site is proposed via 9th Avenue and 10th Avenue west of Stockton Boulevard as illustrated on **Figure 3**: Site Plan (Page I-5). The site roadway system will provide an internal connection through the site between 9th Avenue and 10th Avenue. On site parking is provided both at street level and underground.

A traffic analysis was prepared for this project by the City (DKS Associates, March 15, 2005, Appendix C). The existing traffic volumes at the study area intersections were counted during the a.m. and p.m. commuter periods (7:00 to 9:00 a.m. and 4:00 to 6:00 p.m.) on Wednesday, January 5, 2005. Four intersections were studied based upon the anticipated volume and distributional patterns of project traffic:

1) Stockton Boulevard and Broadway (signalized)
2) Stockton Boulevard and 9th Avenue (un-signalized)
3) Stockton Boulevard and 10th Avenue (un-signalized)
4) Stockton Boulevard and 14th Avenue (signalized)

All of the intersections currently meet the City's level of service "C" goal. Traffic signal warrant analysis was conducted at the unsignalized intersections on Stockton Boulevard at 9th Avenue and 10th Avenue. Traffic signal warrants are a series of criteria that should be met before a traffic signal is installed. Utilizing the peak hour warrant, the intersections do not warrant a traffic signal.

Traffic impact studies often consider the traffic of other development projects in the site vicinity if such projects have been approved and are under construction or have a high probability of implementation. The two known baseline projects within the study area at the time this analysis commenced were the UC Davis Surgery and Emergency building and the UC Davis Educational building. When counts from these projects were added to the "baseline," all of the intersections meet the City's level of service "C" goal with the exception of the unsignalized intersection of Stockton Boulevard and 10th Avenue. The intersection operates at LOS "E" in the p.m. peak hour.

In the City of Sacramento, a significant traffic impact (intersection) occurs when:

1) the traffic generated by a project degrades peak period level of service from A, B, or C (without project) to D, E, or F (with project); or,
2) the LOS (without project) is D, E, or F, and project generated traffic increases the peak period average vehicle delay by five seconds or more.

Intersections. The project would increase traffic volumes at all study area intersections. At unsignalized intersections, the average intersection level of service is utilized to determine conformity with the City's goal. Individual movements may operate at worse levels of service. All of the intersections meet the City's level of service "C" goal with the exception of the unsignalized intersection of Stockton Boulevard and 10th Avenue. The intersection operates at LOS "E" in the p.m. peak hour. The changes in intersection operating conditions with the addition of project-generated traffic exceeds the City's standards of significance for impacts to intersections at Stockton Boulevard and 10th Avenue. Therefore, the impacts of baseline plus proposed project conditions at study intersections are significant. However, with the addition of Mitigation Measure XV-1, below, these impacts are reduced to less than significant.

Mitigation Measure

XV-1 Intersections. The signal, along with all necessary striping to install the signal and have the intersection operate property, shall be included in the off site improvement plans and installed by the developer to the satisfaction of the City Traffic Engineer.

Signal Warrant Analysis. Traffic signal warrant analysis was conducted at the two unsignalized study area intersections. Utilizing the peak hour warrant, the intersection of Stockton Boulevard and 10th Avenue warrants a traffic signal under baseline plus proposed project conditions in the p.m. peak hour analysis period. The intersection of Stockton Boulevard and 9th Avenue does not warrant a traffic signal under baseline plus proposed project conditions.

c,d,e) The proposed project has no effect on air traffic patterns, emergency access or transportation hazards.

f,g) Parking. A significant impact to parking would occur if the anticipated parking demand of the project significantly exceeds the available or planned parking supply for typical

day conditions. The proposed project is requesting a reduction in parking from 200 to 184 spaces. On site parking for the proposed project would be provided both at street level and underground. In addition, there is street parking available on 9th and 10 Avenues.

The proposed project is a mixed-use project located on a commercial corridor within walking distance of retail, medical and office uses, and on a major transit corridor. Section 17.64.010 (b)(4) of the City Code provides that, for mixed use projects which incorporate both residential and commercial or services uses, the City's Zoning Administrator may reduce or waive up to fifty (50) percent of the required off-street parking requirement for the ground floor commercial retail or service uses. This would result in a waiver of a minimum of 23 spaces at the most conservative estimate of parking demand (based on a range of retail uses).

The reduction of 16 parking spaces would be consistent with a mixed use project in such an infill location, and within the reduction allowable under Section17.64.010 (b)(4). The proposed 184 spaces should provide sufficient parking for the proposed uses in this location. Evening and weekend parking would be plentiful when the office uses would be closed, thus no overflow parking would be anticipated during the hours most likely to affect nearby residents. Unrestricted curbside parking available along 9th and 10th Avenues immediately adjacent to the property should be able to accommodate any intermittent short term overflow parking during normal business hours without infringing on nearby residential parking. Therefore, the proposed project would have a less than significant impact on parking.

Transit. A significant impact to the transit system would occur where project generated ridership, when added to existing or future ridership exceeds available or planned system capacity. Capacity is defined as the total number of passengers the system of busses and light rail vehicles can carry during the peak hours of operation.

The Sacramento Regional Transit District (RT) operates 80 bus routes and 26.9 miles of light rail covering a 418 square-mile service area. Buses and light rail run 365 days a year using 76 light rail vehicles, 258 buses powered by compressed natural gas (CNG) and 17 shuttle vans. Buses operate daily from 5:00 a.m. to 11:30 p.m. every 15 to 60 minutes, depending on the route. Light rail trains operate from 4:30 a.m. to 1:00 a.m. daily with service every 15 minutes during the day and every 30 minutes in the evening. Regional Transit bus routes 50E and 51 operate near the site on Stockton Boulevard from Florin Mall to downtown Sacramento. These routes stop at an existing bus stop at the north end of the Stockton Boulevard frontage.

The proposed project would result in the addition of employees, residents, patrons, and visitors to the site, some of whom would travel by transit. Although particular transit vehicles operate at or near capacity during the peak commuter periods, a review of existing transit operations and plans for future transit services indicate that there is ample capacity on the Regional Transit system to support the anticipated increase in trips. Because the existing and future transit system capacity is sufficient to accommodate the

increased project generated transit ridership, the impact of the proposed project is considered less than significant.

Bikeways. A significant bikeway impact would occur if the project hindered or eliminated an existing designated bikeway, or if the project interfered with implementation of a proposed bikeway. A significant bikeway impact could occur if the project were to result in unsafe conditions for bicyclists, including unsafe bicycle/pedestrian or bicycle/motor vehicle conflicts.

The proposed project would result in the addition of employees, residents, patrons, and visitors to the site, some of whom would travel by bicycle. The primary existing bikeway near the site is the Class II (on-street bike lanes with signs, striped lane markings, and pavement legends) bike lanes on Stockton Boulevard, as designated in the 2010 City/County Bikeway Master Plan, 2004 as amended. The Stockton Boulevard Beautification Project, located between Broadway and Fruitridge, is constructing improvements such as landscaped medians, street-side landscaping, curb ramps, sidewalk, curb, and gutter, and related drainage improvements, as well as bike lane striping consistent with the Bikeway Master Plan. The project is consistent with the Beautification Project and is coordinating all off-site street improvements with the City. Thus, the proposed project would not adversely impact the existing or future bikeway system, and is not anticipated to result in unsafe conditions for bicyclists, including unsafe bicycle/pedestrian or bicycle/motor vehicle conflicts. Bicycle impacts are considered less than significant.

Pedestrian Facilities. A significant pedestrian circulation impact would occur if the project were to result in unsafe conditions for pedestrians, including unsafe increase pedestrian/bicycle or pedestrian/motor vehicle conflicts.

The proposed project would result in the addition of employees, residents, patrons, and visitors to the site. As noted above, the project is coordinating site and off-site improvements with the City's Stockton Boulevard Beautification Plan, which will be adding sidewalks, pedestrian crossings, mid-block crossings, new medians, etc. The project will therefore enhance conditions for pedestrians along Stockton Boulevard. Pedestrian impacts are considered less than significant.

Section XVI: Utilities and Service Systems

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X

Discussion of Checklist Answers:

a,b,e) Wastewater. The Sacramento Regional County Sanitation District (SRCSD) provides sewage treatment for the City of Sacramento. The SRCSD is responsible for the operation of all regional interceptors and wastewater treatment plants, while local collection districts maintain the systems that transport sewage to the regional interceptors. From the collection system and regional interceptors, sewage flows ultimately reach the Sacramento Regional Wastewater Treatment Plant (SRWTP), which is located south of the City of Sacramento east of Freeport Boulevard. The SRWTP has an existing treatment capacity of approximately 181 million gallons per day (mgd) of seasonal dry-weather flow and 392 mgd of peak wet-weather flow (SRWTP Master Plan Draft Update, 1995). This expanded capacity is anticipated to serve a projected year 2005 service area population of approximately 1.6 million people.

The site is served by the Combined Sewer System (CSS). The CSS is a wastewater collection system designed to convey domestic sewage, commercial and industrial wastewater, and surface stormwater runoff in a single pipeline. All flows in the system

drain to the west to two large pumping stations located on the east side of the Sacramento River. Currently, the City has an agreement with SRWTP to deliver no more than 60 million gallons per day (mgd) peak flow from the City's Sump 2 service area to the regional interceptor sewer (Allen, 2000). The SRWTP is a secondary treatment facility that provides raw influent and effluent pumping, primary clarification, secondary treatment with the high-purity oxygen activated sludge process, disinfection, solids thickening, and anaerobic solids digestion.

When CSS flows are greater than 60 mgd, CSS flows are diverted to the City's Combined Wastewater Treatment Plant (CWTP), located near South Land Park Drive and 35th Avenue, which only provides primary treatment. Wet weather flows are known to exceed system capacity during heavy storm events. Flows during heavy storm events, which are in excess of the 190 mgd combined capacities of the SRWTP (60 mgd) and CWTP (130 mgd), result in a combined sewer overflow (CSO). During CSO events, the City diverts excess flows to the Pioneer Reservoir for storage, which has a capacity of 28 mgd. When the Pioneer Reservoir reaches capacity, excess flows are directly discharged into the Sacramento River without treatment. When the pipeline system and treatment plant capacities are surpassed, the excess flows flood local streets in the downtown area through manholes and catch basins.

Exposure of people to untreated wastewater creates a health risk. On June 22, 1990, the RWQCB adopted Cease and Desist Order No. 90-179, requiring the City of Sacramento to cease and desist CSS discharges into the Sacramento River in violation of RWQCB Order No. 85-342. The Cease and Desist Order (and amendments 91-199 and 92-217) required the City to undertake operational improvements on the CSS, and perform a risk assessment on the known and potential health impacts of CSOs (City of Sacramento, 1996).

In compliance with the Order, the City submitted numerous alternatives to improve the CSS, as well as performed a public health risk assessment from outflows of the CSS. The City concluded that completely separating the sewer and storm water systems and conducting rehabilitation of the CSS would have adverse effects to City streets and would be economically infeasible. Thus the City identified a long-term control plan (CSS Improvement Program) which includes system improvements to reduce CSO events. Rehabilitation of the CWTP and the remaining sewers will occur until about the year 2010. On March 22, 1996, RWQCB rescinded the Cease and Desist Order and issued a new National Pollutant Discharge Elimination System (NPDES) permit (Order No. 96-090) that includes a schedule for implementing the initial phase of the CSS Improvement Program.

The City has determined that the project will have sewer, stormwater and groundwater discharge impacts on the CSS, thus the impacts to the project must be mitigated to the satisfaction of the Department of Utilities. Increased sewer flows to the CSS must be mitigated or the applicant/property owner shall pay the Combined Sewer Development fee per City Ordinance # 2005-020. Increased storm drainage run off must be mitigated on-site to the satisfaction of the Department of Utilities. However, in the event that on-

site treatment mitigation would not be sufficient to reduce system wide impacts, the measures in Mitigation XVI-1 would reduce any impacts to less than significant. In addition, foundation or basement dewatering discharges to the CSS will not be allowed. The CSS does not have adequate capacity to allow for dewatering discharges for foundations or basements, and thus foundations and basements must be designed without the need for dewatering. Any groundwater discharges lasting more than 7 days are considered "long term discharges" and require a Memorandum of Understanding with the Department of Utilities.

Mitigation Measure

XVI-1 If mitigation of system-wide impacts to less than significant levels cannot be accomplished by the mitigation plan, the project sponsor shall enter into a Mitigation Agreement with the City, which shall be approved by the City of Sacramento Department of Utilities prior to the issuance of building permits. Such an agreement would include, but is not limited to the following:

1) Agreement to pay any and all associated CSS impact fees based on a development's fair share of cost to implement the CSS improvement projects.

2) Waiver of all rights to protest future fees, assessment districts, Mello Roos districts, etc.

3) Consent to all conditions by any lien holder.

b,d) Water Service. The City of Sacramento provides water service to areas within the City limits from both surface and ground water sources. The City has water rights to 326,800 acre feet of water per year (AFY). Of this, Sacramento Municipal Utility District (SMUD) has rights to 15,000 AFY. About 100,000 acre-feet or 32 percent of available supplies were consumed by the city water users during 1990.

The City's Department of Utilities, Division of Water has a policy of serving all planned developments within the City boundary that are part of the City's General Plan, thereby allowing the City to plan future treatment facilities in advance of the required demand. Eventually, the City's water rights to the Sacramento and American Rivers may be the limiting factor of future development beyond the year 2035; however, treatment capacity is currently the deciding factor in determining a level of significant impact on the City's Water System. The City has adequate water rights to supply anticipated demand on the project site at buildout. New water supply system infrastructure would be coordinated with development as it occurs throughout the City, and all necessary infrastructure would be put in place to serve projects on a case by case basis. The proposed project would be required to contribute towards its share of expanding the water treatment facility to accommodate increases in flow through the system, thus water supply impacts would be less than significant.

c) See Section VIII: Hydrology and Water Quality

f,g) Solid Waste. The City of Sacramento, Department of Public Works, Solid Waste Division currently collects most of the solid waste in the project vicinity. Waste generated within the City is taken to a transfer station, where a private contractor provides disposal to appropriate landfills consistent with federal, state, and local statutes and regulations. The proposed project would not result in growth beyond that anticipated in the general plan and solid waste disposal projections.

State Assembly Bill 939 (AB 939) requires all cities to develop a source reduction and recycling program to achieve a 25 percent reduction of solid waste by 1995 and a 50 percent reduction by the year 2000. To comply with the AB 939 requirements, the City of Sacramento amended its comprehensive Zoning Ordinance to include a Recycling and Solid Waste Disposal Regulations section. The Recycling and Solid Waste Disposal Regulations call for all public/quasi-public developments to create a recycling program which includes a flow chart depicting the routing of recycled materials and a site plan specifying the designing components and storage locations associated with recycling efforts. The proposed project would result in less than significant solid waste impacts.

Section XVII: Mandatory Findings of Significance

Does the project have:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) The potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?		X		
b) Impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)		X		
c) Environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Discussion of Checklist Answers:

a) The proposed project is located in urban land habitat, and there are no wetlands or special status wildlife or plant species on the site. Mitigation for Heritage Tree impacts will reduce potentially significant impacts to an existing heritage fan palm tree to less than significant. There is also a low to moderate possibility of identifying historic period archaeological deposits within the project area; however, the incorporation of Mitigation Measure V-1a and V-1b would reduce such impacts to less than significant.

b) The proposed project, in conjunction with planned development in the vicinity, will result in a cumulatively adverse impact on local traffic. A mitigation measure has been incorporated to mitigate the 10th and Stockton intersection to meet City standards. This impact is less than significant with mitigation. The project is also located within the Combined Sewer System, and project contributions to the system would have an adverse cumulative effect. A mitigation measure has been incorporated to meet the Department of Utilities requirements, and the impact is less than significant with mitigation.

c) There are no other impacts, other than the traffic and CSS impacts identified above, that would cause substantial effects on human beings.

APPENDIX A

MITIGATION MONITORING PLAN

DRAFT
MITIGATION MONITORING PLAN
REGENT PLACE

SACRAMENTO, CALIFORNIA

Prepared By

Gail Ervin Consulting

For the

City of Sacramento and
Sacramento Housing and
Redevelopment Agency

May 19, 2005

DRAFT MITIGATION MONITORING PLAN

REGENT PLACE

The California Environment Quality Act (CEQA) as amended by Chapter 1232 (California 1988: implementing AB 3180, 1988) provides that a decision making body "shall adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of approval in order to mitigate or avoid significant effects on the environment."

The purpose of this mitigation monitoring and reporting plan is to ensure compliance with and effectiveness of the mitigation measures set forth in the Mitigated Negative Declaration for Regent Place.

The requirements of this MMP run with the real property that is the subject of the project and successive heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted MMP. Prior to any lease, sale, transfer, or conveyance of any portion of the real property that is the subject of the project, the Developer shall provide a copy of the adopted MMP to the prospective lessee, buyer, transferee, or one to whom the conveyance is made. The Developer or any successive heir shall not be relieved of its obligations under the MMP if the Developer or any successive heir conveys any interest in the site unless the Agency and City agree in writing to relieve the Developer or any successive heir's obligations.

The City of Sacramento Development Services Department will be responsible maintaining records of compliance with this program for the City of Sacramento and Redevelopment Agency. All records shall be maintained in the Regent Place Mitigation Monitoring Plan file at the Development Services Department at 1231 I Street, Third Floor, Sacramento.

IV: BIOLOGICAL RESOURCES

Impact IV-1 Heritage Trees

Mitigation:

IV-1 The project applicant shall either transplant the existing 33" dbh fan palm into the new median in Stockton Blvd or at an alternate location, or replace the existing tree with an appropriate species and at an appropriate replacement ratio, per the review and approval of the City Arborist.

MITIGATION PROCEDURE		VERIFICATION PROCEDURE
The developer shall provide landscape plans that identify the placement of the heritage palm, or the spacing and appropriate species of replacement trees for approval by the City Arborist prior to the issuance of construction permits. The tree(s) and any required protection methods shall be identified on all construction plans for this project.		Building Division shall verify approval by the City Arborist prior to issuing building permits.
Checked by:	Date:	Checked by:
Comments:		Date:

V: CULTURAL RESOURCES

Impact V-1 Loss or degradation undiscovered prehistoric and historic resources.

Mitigation:

V-1a. Foremen and key members of major excavation, trenching, and grading for sites preparation shall be instructed to be wary of the possibility of destruction of buried cultural resource materials. They shall be instructed to recognize signs of prehistoric use and their responsibility to report any such finds (or suspected finds) immediately, as specified by measure V-1b below, so damage to such resources may be prevented.

V-1b. Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any development activities, all work within 20 meters of the find shall be suspended and a qualified archaeologist shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less than significant level before construction continues. Such measures could include (but would not be limited to) researching and identifying the history of the resource(s), mapping the locations, and photographing the resource. In addition, pursuant to Section 5097.98 of the State Public Resources Code, and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of any human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

MITIGATION PROCEDURE		VERIFICATION PROCEDURE
The City of Sacramento shall include the condition in the project's construction permits. Contractor shall contact the City Preservation Director if resources are encountered. Compliance with all city conditions and mitigation measures shall be required in the DDA.		The City's Building Division shall verify compliance during construction, prior to issuance of the occupancy permit.
Checked by:	Date:	Checked by:
Comments:		Date:

XV: TRANSPORTATION/TRAFFIC

Impact XV-1 Intersections

Mitigation:

XV-1 The signal, along with all necessary striping to install the signal and have the intersection operate property, shall be included in the off site improvement plans and installed by the developer to the satisfaction of the City Traffic Engineer.

MITIGATION PROCEDURE		VERIFICATION PROCEDURE
The City Traffic Engineer shall approve the off-site improvement plans prior to issuance of the building permit. Compliance with all city conditions and mitigation measures will be required in the DDA.		The City's Building Division shall verify compliance during construction, prior to issuance of the occupancy permit. Applicant shall submit copy of construction conditions to the Regent Place Manager, SHRA.
Checked by:	Date:	Checked by:
Comments:		Date:

XVI: UTILITIES AND SERVICE SYSTEMS

Impact XVI-1 Wastewater

Mitigation:

XVI-1 If mitigation of system-wide impacts to less-than-significant levels cannot be accomplished by the mitigation plan, the project sponsor shall enter into a Mitigation Agreement with the City, which shall be approved by the City of Sacramento Department of Utilities prior to the issuance of building permits. Such an agreement would include, but is not limited to the following:

1) Agreement to pay any and all associated CSS impact fees based on a development's fair share of cost to implement the CSS improvement projects.

2) Waiver of all rights to protest future fees, assessment districts, Mello Roos districts, etc.

3) Consent to all conditions by any lien holder.

MITIGATION PROCEDURE		VERIFICATION PROCEDURE
The applicant shall work with the Department of Utilities to mitigate impacts to the CSS. If mitigation of impacts is not practical as determined by Utilities, the applicant shall pay a mitigation fee as determined by Utilities.		Building Division shall verify on-site mitigation or fee payment with the City Utilities Department prior to issuing occupancy permits. Applicant shall provide verification of payment of fees to Regent Place, City Department of Utilities and SHRA.
Checked by:	Date:	Checked by:
Comments:		Date:

THIS DOCUMENT IS AVAILABLE FOR VIEWING IN THE
CITY CLERK'S OFFICE

APPENDIX B

ARBORIST REPORT

THIS DOCUMENT IS AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE

APPENDIX C

TRANSPORTATION AND CIRCULATION ANALYSIS

EXHIBIT B

DISPOSITION AND DEVELOPMENT AGREEMENT
REGENT PLACE
OAK PARK REDEVELOPMENT AREA

This document is available for viewing in the City Clerks Office.

RESOLUTION NO. _____

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

OAK PARK REDEVELOPMENT PROJECT AREA; APPROVE MITIGATED NEGATIVE DECLARATION AND DISPOSITION AND DEVELOPMENT AGREEMENT WITH THE COMMUNITY PRIDE PROJECT FOR DEVELOPMENT OF 3400 STOCKTON BLVD AND 4601 10TH AVE

BACKGROUND:

A. WHEREAS, the Redevelopment Agency of the City of Sacramento ("Agency") has adopted the Oak Park Redevelopment Plan ("Redevelopment Plan") and an Implementation Plan for the Oak Park Project Area ("Project Area");

B. WHEREAS, Agency owns certain real property generally described as 3400 Stockton Boulevard and 4601 10th Avenue (Assessor Parcel No.s 014-0222-067 and 068 ("Property") in the Project Area, which was acquired with 1999 Oak Park Tax Exempt Capital Improvement Revenue Bond funds;

C. WHEREAS, Agency and the Community Pride Project ("Developer") desire to enter into Disposition and Development Agreement ("DDA") to convey the Property to Developer for construction of an approximately 104,082 square foot mixed use development consisting of ground floor retail, two floors of commercial office space and residential lofts, as more specifically described in the DDA ("Project");

D. WHEREAS, a copy of the DDA is on file with the City Clerk;

E. WHEREAS, in accordance with the California Environmental Quality Act ("CEQA") and its implementing regulations, a Mitigated Negative Declaration has been prepared to address the potential impacts of the proposed Project;

F. WHEREAS, a report under Health and Safety Code Section 33433 ("Section 33343 Report") has been prepared, filed with the City Clerk, and made available for public review pursuant to Section 33433; and

G. WHEREAS, proper notice of this action has been given and a public hearing has been held in accordance with Health and Safety Code Sections 33431 and 33433.

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

Section 1. The Mitigated Negative Declaration, which includes the Mitigation Monitoring Program, which is attached as Exhibit A, is hereby approved. The Executive

Director or her designee is hereby directed to file a Notice of Determination for the sale of the Property for the Project in accordance with CEQA Guidelines Section 15075.

Section 2. The sale of the Property and construction of the Project is consistent with the goals and objectives of the Redevelopment Plan to promote enhancement of the business corridor along Stockton Boulevard, and is consistent with the Implementation Plan. The Project will assist in the elimination of blight as stated in the 33433 Report. The DDA shall be deemed an implementing document approved in furtherance of the Redevelopment Plan and Implementation Plan for the Project Area, and all applicable land use plan, studies, and strategies.

Section 3. The Report as required under Health and Safety Code Section 33433 is hereby approved.

Section 4. The consideration for the Agency's conveyance of the Property to Developer is $ 1, which is not less than the fair reuse value of the Property at the use and with the covenants, conditions, restrictions required by the DDA and the related Regulatory Agreement and Grant Deed.

Section 5. The Disposition and Development Agreement is approved and the Executive Director is authorized to execute the DDA, Grant Deed, Regulatory Agreement, Escrow Instructions and related conveyance documents, and to perform other actions as necessary to implement the terms of the DDA. In accordance with Health and Safety Code Section 33334.14, the Regulatory Agreement containing covenants imposed by the DDA may be subordinated to the lien or encumbrance of the Developer's lender.

Table of Contents:

Exhibit A: Negative Declaration – Page 3 thru 185
Exhibit B: Disposition and Development Agreement – Page 186 thru 252

RESOLUTION NO. _____

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF

APPROVAL OF THE AGENCY'S SALE OF PROPERTY AT 3400 STOCKTON BLVD AND 4601 10TH AVE TO THE COMMUNITY PRIDE PROJECT FOR DEVELOPMENT OF A MIXED USE PROJECT

BACKGROUND:

A. WHEREAS, the City of Sacramento approved by Ordinance the Oak Park Redevelopment Plan ("Redevelopment Plan") for the Oak Park Project Area ("Project Area");

B. WHEREAS, the Redevelopment Agency of the City of Sacramento ("Agency") owns certain real property generally described as 3400 Stockton Blvd and 4601 10TH Ave ("Property") in the Project Area, which was acquired with tax increment funds;

C. WHEREAS, Agency and Community Pride Project ("Developer") desire to enter into Disposition and Development Agreement ("DDA") to convey the Property to Developer for construction of an approximately 104,082 square foot mixed use development consisting of ground floor retail, two floors of commercial office space and residential lofts, as more specifically described in the DDA ("Project");

D. WHEREAS, a copy of the DDA is on file with the City Clerk;

E. WHEREAS, in accordance with the California Environmental Quality Act ("CEQA") and its implementing regulations, a Mitigated Negative Declaration has been prepared to address the potential impacts of the proposed Project;

F. WHEREAS, a report under Health and Safety Code Section 33433 ("Section 33433 Report") has been prepared, filed with the City Clerk, and made available for public review pursuant to Section 33433; and

G. WHEREAS, proper notice of this action has been given and a public hearing has been held in accordance with Health and Safety Code Sections 33431 and 33433.

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

Section 1. The Agency's sale of the Property for construction of the Project is consistent with the goals and objectives of the Redevelopment Plan to develop vacant lots and is consistent with the Implementation Plan adopted for the Redevelopment Plan. The sale of the Property will assist in the elimination of blight as stated in the 33433 Report.

Section 2. The consideration for the Agency's conveyance of the Property to Developer is not less than the fair reuse value of the Property at the use and with the covenants, conditions, and restrictions required by the DDA and the related Regulatory Agreement and Grant Deed

Section 3 The City Council hereby approves the Agency's sale of the Property to the Developer for the Project pursuant to the terms of the DDA.

Table of Contents:

Exhibit A: Negative Declaration – Page 3 thru 185
Exhibit B: Disposition and Development Agreement – Page 186 thru 252

Exihibit A

REGENT PLACE

MITIGATED NEGATIVE DECLARATION
INITIAL STUDY

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
and
CITY OF SACRAMENTO

Sacramento Housing & Redevelopment Agency

Prepared for:
Sacramento Housing and Redevelopment Agency
630 I Street, Sacramento, California 95814
Contact: Michelle Perez (916) 447-2261 ext.1232

Prepared By:
GAIL ERVIN CONSULTING
8561 Almond Bluff Court
Orangevale, California 95662-4419
916/989-0269

May 19, 2005

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO AND THE CITY OF SACRAMENTO MITIGATED NEGATIVE DECLARATION

Pursuant to Division 6, Title 14, Chapter 3, Article 6, Sections 15070 and 15071 of the California Administrative Code and pursuant to the Procedures for Preparation and Processing of Environmental Documents adopted by the Sacramento Housing and Redevelopment Agency pursuant to Resolution Number SHRC-94-039, the Environmental Coordinator of the Sacramento Housing and Redevelopment Agency of Sacramento County, State of California, does prepare, make, declare, publish, and cause to be filed with the County Clerk of Sacramento County, State of California, this Negative Declaration. The Project is described as follows:

1. ***PROJECT TITLE AND SHORT DESCRIPTION:*** REGENT PLACE

2. ***PROJECT LOCATION AND ASSESSOR'S PARCEL NUMBER:*** The proposed project is located at 3400 Stockton Boulevard and 4601 10th Avenue (APN 014-0222-067 and -068).

3. ***PROJECT PROPONENT:*** Sacramento Housing and Redevelopment Agency

4. ***SAID PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT FOR THE FOLLOWING REASONS:***

   a. It does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.

   b. It does not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals.

   c. It will not have impacts that are individually limited, but cumulatively considerable.

   d. It will not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.

5. As a result thereof, the preparation of an Environmental Impact Report pursuant to the Environmental Quality Act (Division 13 of the Public Resources Code of the State of California) is not required.

6. Mitigation measures have been included and agreed to by the Agency to avoid potentially significant effects, and a Mitigation Monitoring Plan has been prepared.

This Initial Study has been performed by the Sacramento Housing and Redevelopment Agency and the City of Sacramento in support of this Mitigated Negative Declaration. For additional information, contact the Agency at the Sacramento Housing and Redevelopment Agency, 630 I Street, Sacramento, California 95814, attention Michelle Perez, (916) 447-2261 extention1232.

Sacramento Housing and Redevelopment Agency
Sacramento City, State of California

Gail M. Ervin for

Sheryl Patterson, Environmental Coordinator
Sacramento Housing and Redevelopment Agency

May 19, 2005
Date

TABLE OF CONTENTS

SECTION

I. Description of the Proposed Project I-1
Background I-1
Location I-1
Setting I-1
The Project I-2
Land Use I-6
Environmental Document Background I-10
Intended Uses of the Initial Study I-5
Public Review I-10
Documents Incorporated by Reference I-10

II. Environmental Analysis II-1
A. Initial Study Checklist II-2
B. Discussion II-3
Section I: Aesthetics II-3
Section II: Agriculture Resources II-4
Section III: Air Quality II-5
Section IV: Biological Resources II-5
Section V: Cultural Resources II-9
Section VI: Geology and Soils II-10
Section VII: Hazards and Hazardous Materials II-12
Section VIII: Hydrology and Water Quality II-15
Section IX: Land Use and Planning II-19
Section X: Mineral Resources II-21
Section XI: Noise II-22
Section XII: Population and Housing II-23
Section XIII: Public Services II-25
Section XIV: Recreation II-25
Section XV: Transportation/Traffic II-27
Section XVI: Utilities and Service Systems II-31
Section XVII: Mandatory Findings of Significance II-35

APPENDICES

A Mitigation Monitoring Plan
B Arborist Report
C Transportation and Circulation Analysis

FIGURES AND TABLES

Figures

Figure 1: Regional Location I-2
Figure 2: Project Site I-3
Figure 3: Site Plan I-5
Figure 4: South & East Elevations I-7
Figure 5: North & West Elevations I-8
Figure 6: Streetscape Elevations I-9

Tables

Table 1 SMAQMD CEQA Air Quality Significance Criteria II-7
Table 2 URBEMIS 2002 Summary Report II-8

I. DESCRIPTION OF THE PROPOSED PROJECT

BACKGROUND

The Redevelopment Agency of the City of Sacramento (Agency) acquired the properties on the proposed project site in 2001 with tax exempt bond funds. Following the purchase of the site, the Agency proceeded with demolition of the buildings located on site, merger of parcels, and addressing contamination leftover from the former gas station located on the northeast corner.

The development of this particular site has been an Agency and community identified priority for the past several years. In 2003, the Agency entered into an Exclusive Right to Negotiate (ERN) with Regent Development, Inc. (Regent) for development of the site. Regent has participated in several community meetings delineating their development proposal for the site which provides for ± 100,000 square foot, four story mixed use project with on site and underground parking.

The proposed project would provide for a high density, mixed use project on vacant lot intended to eliminate blighting influences by providing for a unique urban environment. The site currently has a pending closure report due from the County pending results of additional soil and water samples.

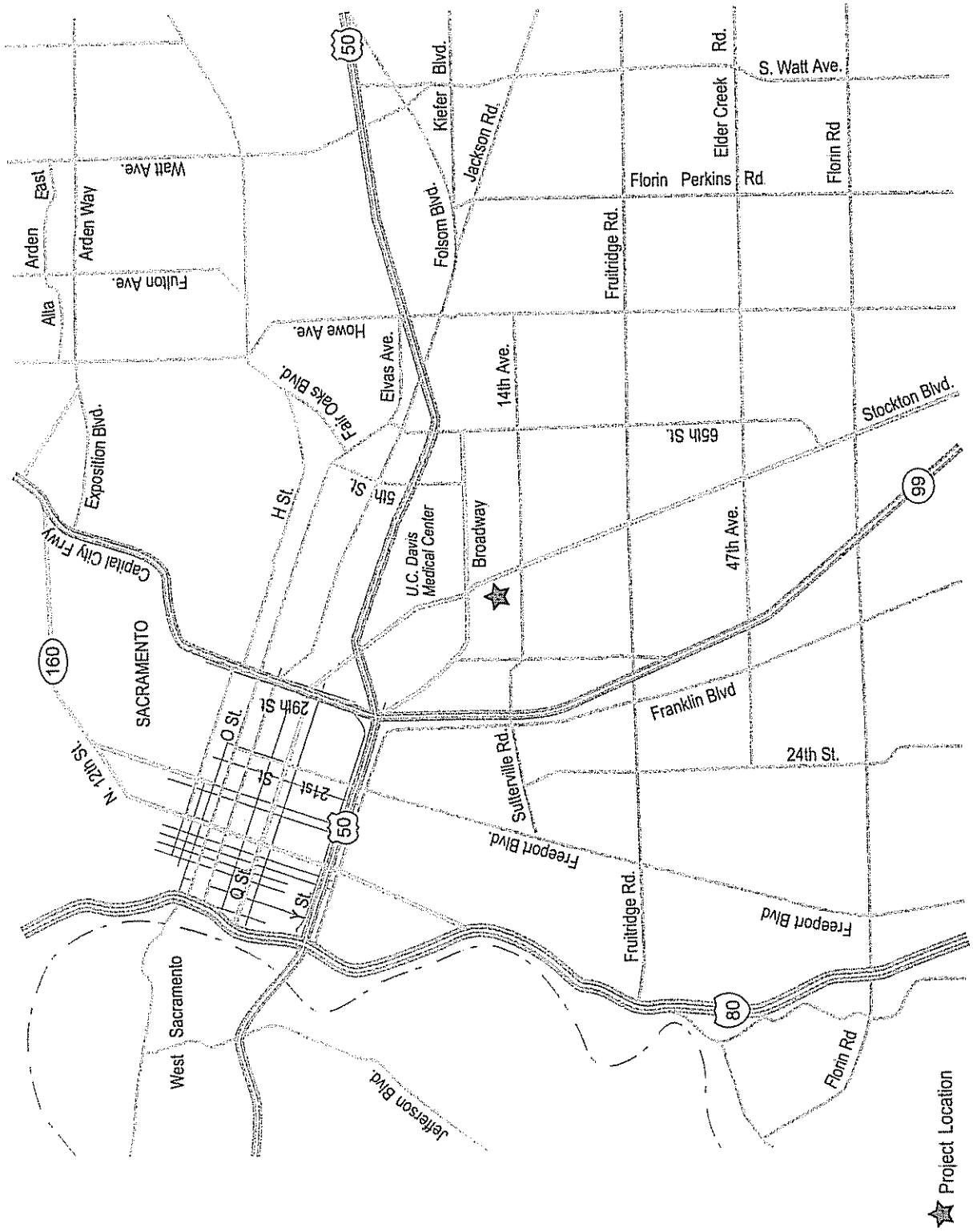
LOCATION

The proposed project is located at 3400 Stockton Boulevard and 4601 10th Avenue (APN 014-0222-067 and -068). As illustrated in **Figure 1**, the project site is located west of Stockton Boulevard and south of Broadway in the Oak Park area of the City of Sacramento. **Figure 2** identifies the project site location. The project is located within the Oak Park Redevelopment Project Area.

SETTING

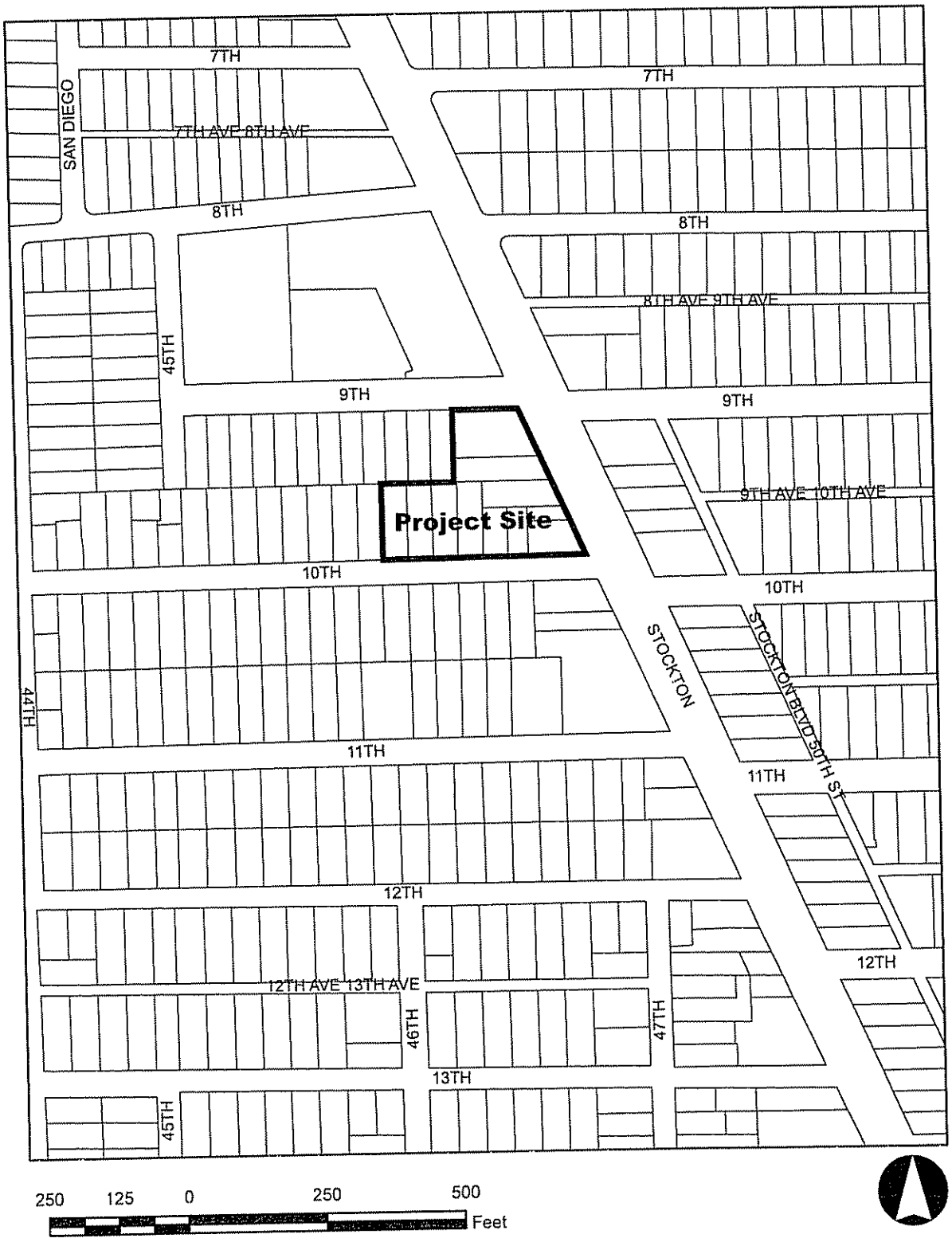
The site is located in the southern Sacramento Valley, on a gently sloping, east-west oriented alluvial valley at an elevation of approximately 35 feet above mean sea level (1927 North American Datum). The topographic gradient in the site vicinity is 0.002 to the west. Surface drainage flows west toward the city sewer system and eventually into the Sacramento River, located approximately three miles west of the site.

The vacant, 1.5 acre project site has been graded, and most vegetation has been removed except for some palm trees along the eastern edge. There are no wetlands on the site, and no existing structures. The property consists of two contiguous lots, encompassing approximately 20,000 square feet, and is currently vacant. It had previously included two buildings and paved parking areas, occupied by two automotive repair shops and a furniture storage facility. Based on historical records reviewed during the Phase I Environmental Site Assessment (March and April 2000), the site had been developed since at least the late 1930s. The properties had been used as service station/auto repair facilities since the 1950s, but ceased operation as a service station in the late 1960s.



Source: DKS Associates 2005

FIGURE 1
REGIONAL LOCATION



Source: Ervin Consulting 2005

FIGURE 2
PROJECT SITE

According to the City of Sacramento Development Services Department, the site is zoned C-2 (Commercial) Special Planning District, and lies within an area subject to the Oak Park Design Review Requirements. Surrounding land uses include a large UC Davis Medical Center building commercial to the north, an empty lot with residences beyond in a commercial zone to the east, commercial and residential to the south including the historic Colonial Theater with a 30' tall Art Deco decorative tower element, and older Arts and Crafts style homes to the west.

The Federal Emergency Management Agency (FEMA) maps were consulted to determine if the project vicinity lies within a Flood Hazard Zone as designated by FEMA. According to the map, the project vicinity is not located within a 100-year flood zone.

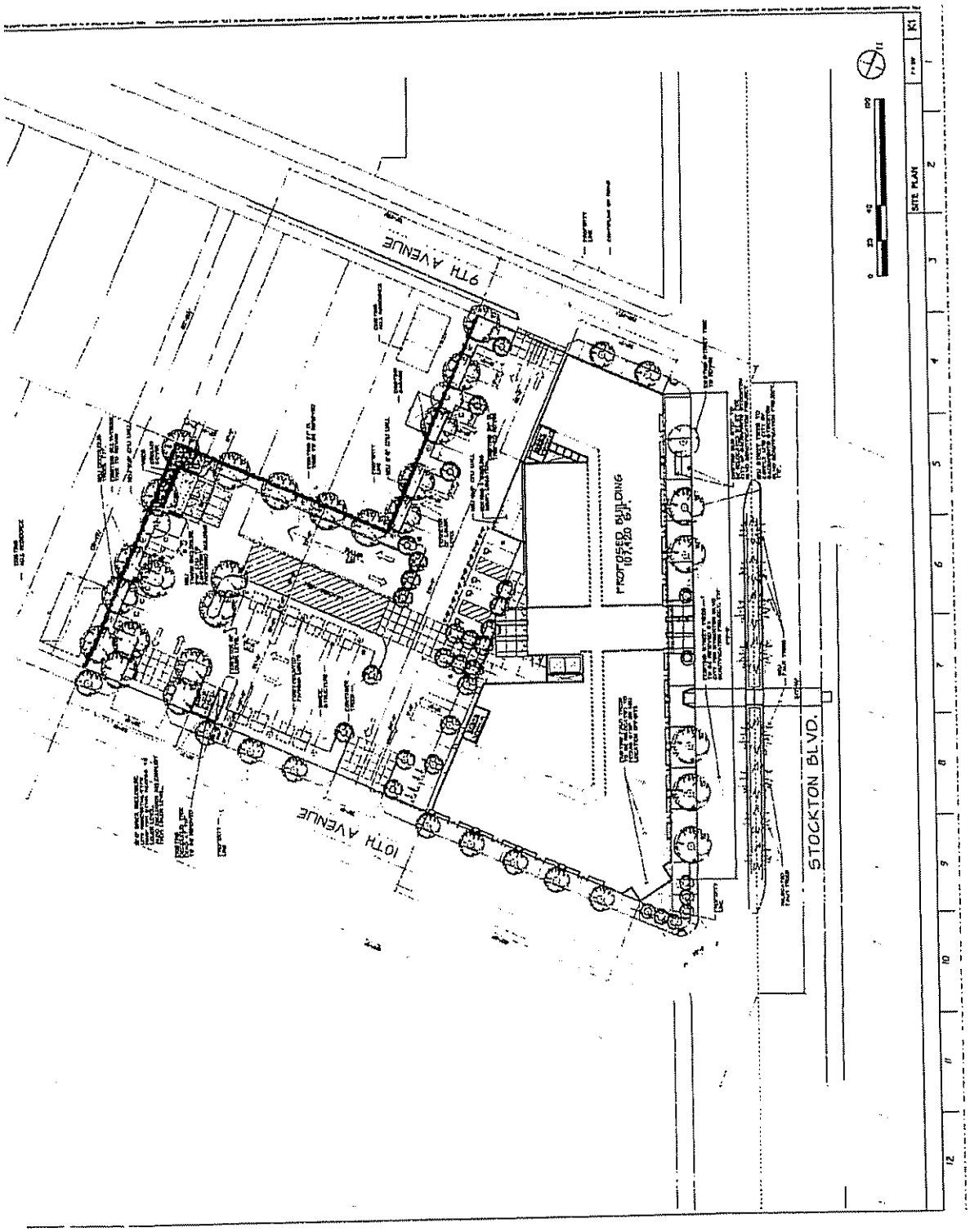
The existing roadways directly affected by the proposed project are Stockton Boulevard, 9th Avenue, and 10th Avenue. The site fronts on Stockton Boulevard, a four lane arterial fully improved with curbs, sidewalk, gutter, and bike lanes, connecting the City of Sacramento with the City of Elk Grove. 9th and 10th avenues are local streets serving residential areas to the west of the site.

Regional automobile access to the site is provided primarily by the State Route 99 freeway located about a mile west of the site. SR-99 is a north-south, eight-lane state highway extending from Redding to the north to Bakersfield to the south. To the north, it provides access to US-50. Near the site, SR-99 has a full interchange at 12th Avenue. US-50 is an eight-lane, east-west interstate freeway extending from Sacramento to the west to Washington DC to the east. To the west, it provides access to SR-99. Near the site, US-50 has a partial interchange at Stockton Boulevard.

THE PROJECT

The Agency intends to convey title of agency owned land located at 3400 Stockton Boulevard and 4601 10th Avenue to the Stockton Boulevard Partnership, or its assignee for the development of an approximately 104,082 square foot, four-story mixed-use development. On the top floor, 18 residential units are proposed, consisting of penthouse lofts. The second and third floor consists of 52,240 square feet of office space. The first floor would consist of 23,660 square feet of retail space. There would be both on-site and underground parking.

The project would front along Stockton Boulevard between 9th and 10th avenues, and is requesting a parking reduction variance, height variance and a setback variance. The parking entrance will be along 10th Avenue and access to the site is proposed via 9th Avenue and 10th Avenue west of Stockton Boulevard. A majority of the parking will be underground, and surface level parking will be landscaped with shade-structures and trees adjacent to the residential areas to the west. Neighborhood-scale parking-area lighting and building lighting will provide increased security, in addition to the residential units that face west toward the surface level parking. The project site plan is identified in **Figure 3**.



Source: Ekistics Design Studio, 2005

FIGURE 3
SITE PLAN

The design of the building would be similar to European urban buildings, with detail and mass at the base. Additional height and mass at the main entry to the lobby, and anchoring the corner at 10th Avenue and Stockton Boulevard, would provide visual variation. The building would be of high-quality materials: mostly brick, with pre-cast architectural elements such as window sills and headers, column bases, and column trim. Proposed exterior building materials include light, medium, and dark brick tones. Stone base will occur below much of the first floor windows, and all of the building's windows will be steel. The fourth floor will have garden balconies, deep enough for a table and chairs and various plants, at each unit, featuring attractive railings, and metal canopy overhangs. Elevations are provided in **Figure 4** through **Figure 6**.

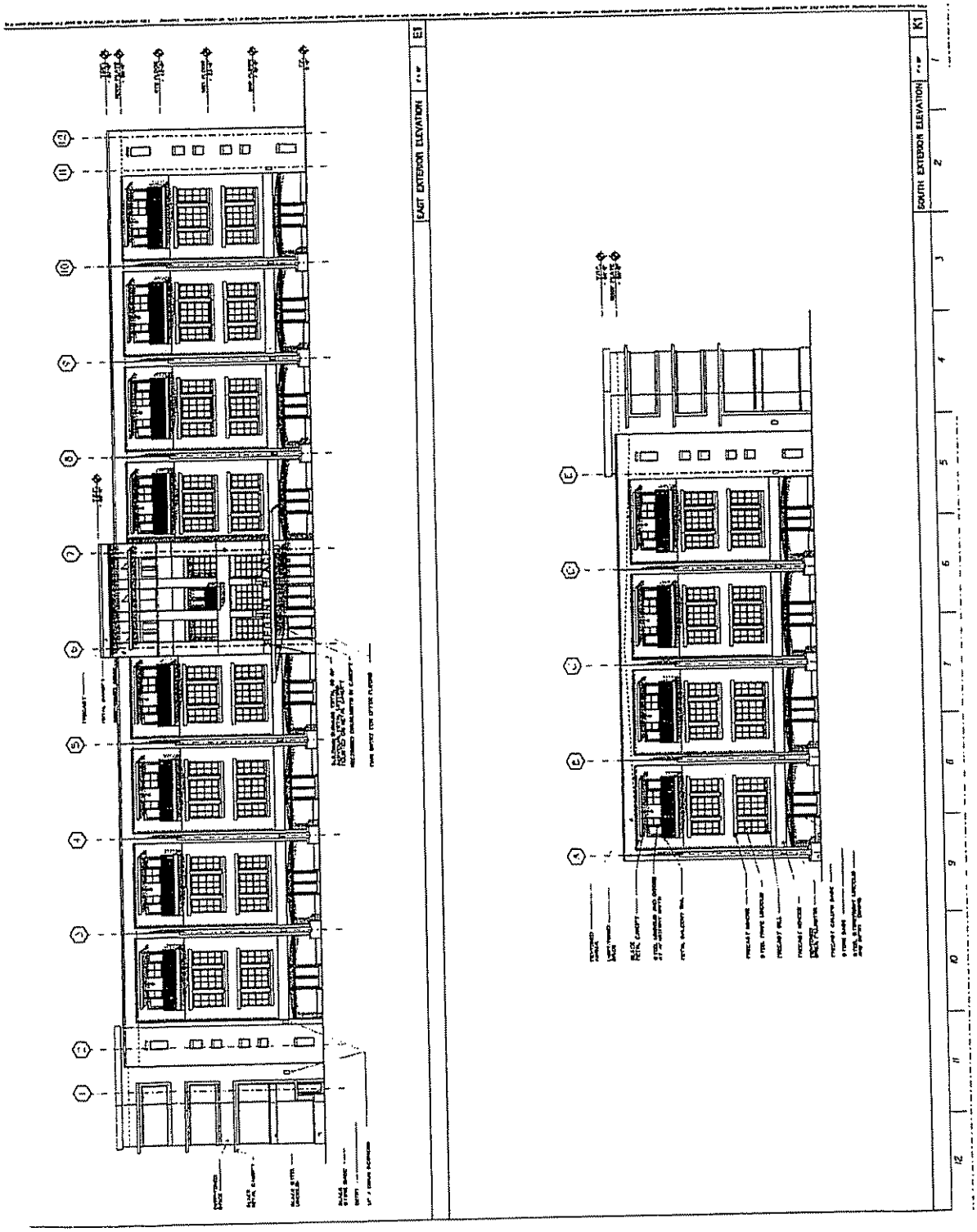
Small retail shops and possible future cafes and restaurants on the ground floor retail space are intended to increase the walkability of the neighborhood, and provide goods and services to benefit the residents. The design would exceed the allowable 35 foot height by 25.5 feet, for a total building height of 60 feet 6 inches, and would reduce the required parking spaces from 205 spaces to 184 spaces. Requested entitlements include:

- **Plan Review** to construct a 107,420 square foot mixed use building (retail, offices, and residential) in the General Commercial (C-2) zone.
- **Design Review** of a mixed use project in the Broadway/Stockton Special Planning District and the Oak Park Design Review District.
- **Special Permit** to exceed the 35-foot height limit by 25.5 feet.
- **Special Permit** to allow off-site parking in the Single-Family Residential (R-1) zone.
- **Special Permit** to reduce the required parking from 200 spaces to 184 spaces.
- **Disposition and Development Agreement** (DDA) with the Redevelopment Agency of the City of Sacramento

LAND USE

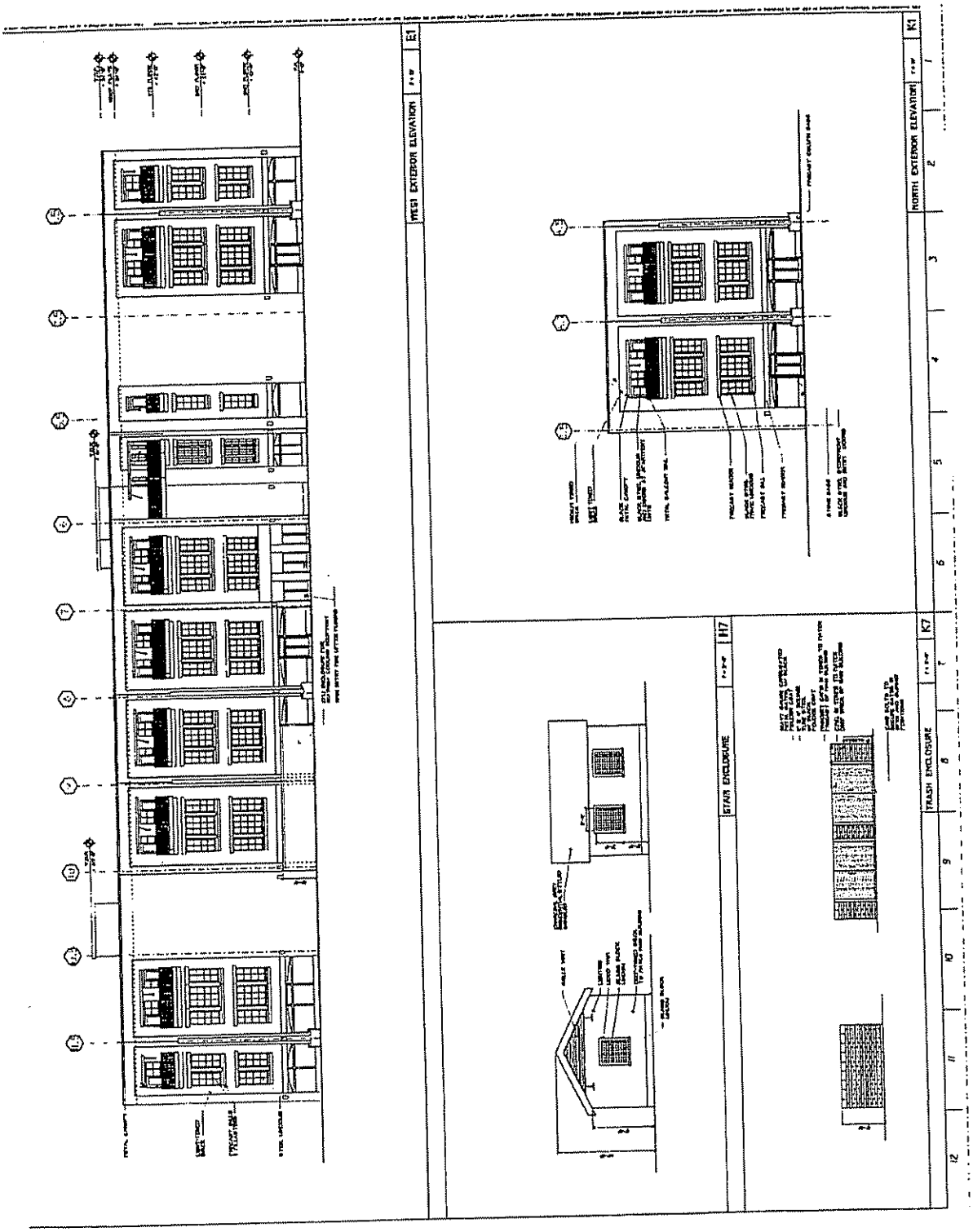
The existing zoning and plan designations of the area are as follows:

- Zoning: C2 – Special Planning District, and R-1, Single Family Residential
- General Plan: Low Density Residential (4-15 du/acre), Community/Neighborhood Commercial & Offices
- Design Review District: Broadway/Stockton Special Planning District, and the Oak Park Design Review District
- East Broadway Community Plan



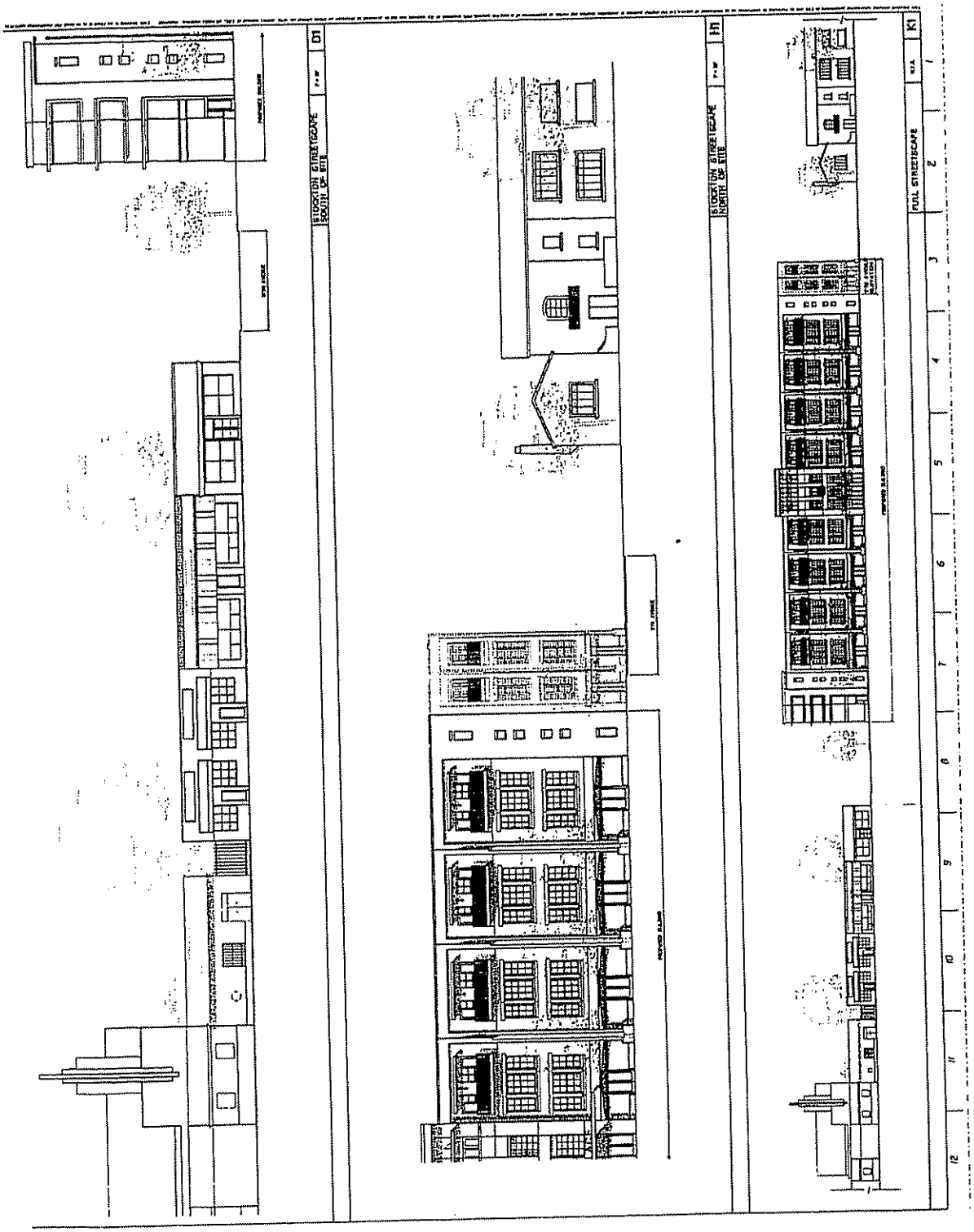
Source: Ekistics Design Studio, 2005

FIGURE 4
SOUTH & EAST ELEVATIONS



Source: Ekistics Design Studio, 2005

FIGURE 5
NORTH & WEST ELEVATIONS



Source: Ekistics Design Studio, 2005

FIGURE 6
STREETSCAPE ELEVATIONS

ENVIRONMENTAL DOCUMENT BACKGROUND

This Initial Study contains an analysis of the environmental effects of the proposed Regent Place Project. In addition, the Sacramento General Plan Update EIR (SGPU EIR, March 1987) assesses the environmental impact of build-out of the Sacramento General Plan Update. The City Council has evaluated these impacts (e.g. traffic and air quality) and has adopted Findings of Fact and a Statement of Overriding Considerations for the General Plan Update.

This Initial Study should be viewed in conjunction with the SGPU EIR. The purpose of this Initial Study is to evaluate the potential site-specific environmental impacts of the project with respect to the SGPU EIR, to determine what level of additional environmental review, if any, is appropriate. Mitigation measures identified in the SGPU EIR that apply to the proposed project will be implemented as part of the project. The mitigation measures in the SGPU EIR that are appropriate to be implemented as part of the project are identified and discussed in the appropriate issues discussion.

INTENDED USES OF THE INITIAL STUDY

The SHRA and the City of Sacramento are joint lead agencies for this project. The Initial Study will be used in the approval of the following actions and entitlements:

- Agency approval of a Disposition and Development Agreement
- Planning Commission: plan review and special permits
- Design Review and Preservation Board approval

PUBLIC REVIEW

This Initial Study will be initially circulated for public review and comment from May 20, 2005 to June 10, 2005, and will be first used by the Design Review and Preservation Board for the approval of the project design. Consideration of the Agency DDA City entitlements are anticipated in July, 2005.

DOCUMENTS INCORPORATED BY REFERENCE

This Initial Study has been compiled from a variety of sources, including published and unpublished studies, applicable maps, aerial photographs, and independent field investigations. The State CEQA Guidelines recommend that previously completed environmental documents, public plans, and reports directly relevant to a proposed project be used as background information to the greatest extent possible and, where this information is relevant to findings and conclusions, that it be incorporated by reference in the environmental document. The following documents are incorporated herein by reference:

1. *City of Sacramento General Plan Update*, City of Sacramento, January 19, 1988.
2. *City of Sacramento Zoning Code*, City of Sacramento.

3. *Draft and Final Environmental Impact Report, City of Sacramento General Plan Update,* City of Sacramento, Draft EIR - March 2, 1987 and Final EIR - September 30, 1987.

4. *Guide to Air Quality Assessment in Sacramento County.* Sacramento Municipal Air Quality Management District, July 2004.

5. *Draft Environmental Impact Report, Land Use Planning Policy Within the 100-Year Flood Plain in the City and County Of Sacramento*, City of Sacramento, September 18, 1989.

The documents incorporated by reference are available for review at the Sacramento Housing and Redevelopment Agency, 630 I Street, Sacramento, California 95814, and at the City of Sacramento, Development Services Department at 1231 I Street, Third Floor, Sacramento.

II. ENVIRONMENTAL ANALYSIS

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated," as indicated by the checklist on the following pages.

___ Aesthetics
___ Agricultural Resources
___ Air Quality
✓ Biological Resources
✓ Cultural Resources
___ Geology and Soils
___ Hazards and Hazardous Materials
___ Hydrology and Water Quality
✓ Mandatory Findings of Significance
___ Land Use and Planning
___ Mineral Resources
___ Noise
___ Population and Housing
___ Public Services
___ Recreation
✓ Transportation/Traffic
✓ Utilities and Service Systems

CEQA DETERMINATION

Based on the initial evaluation:

_ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

✓ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

_ I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

_ I find that the proposed project MAY have a potentially significant impact or a potentially significant impact unless mitigated impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

_ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Gail M. Ervington for

Sheryl Patterson, Environmental Coordinator
Sacramento Housing and Redevelopment Agency

May 19, 2005
Date

A. INITIAL STUDY CHECKLIST

The Initial Study checklist recommended by the State of California Environmental Quality Act (CEQA) Guidelines is used to determine potential impacts of the proposed project on the physical environment. The checklist provides a list of questions concerning a comprehensive array of environmental issue areas potentially affected by the project. Explanations to answers are provided in a discussion for each section of questions, as follows:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts.
3. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
5. "Less Than Significant Impact" applies where the impact does not require mitigation or result in a substantial or potentially substantial change of any of the physical conditions within the area affected by the project.
6. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D).
7. Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

B. DISCUSSION

Section I: Aesthetics

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?				X

Discussion of Checklist Answers:

a,b) There are no designated scenic vistas or highways located near the project that could be affected by construction activities. The project is consistent with the objective to eliminate blight and blighting influences that contribute to the disjointed and degraded visual quality of the redevelopment area. The project would have no impact on scenic resources.

c) The project site has been identified in the Sacramento General Plan Update (SGPU) and East Broadway Community Plan as an appropriate location for urban development. A major objective of the project is to eliminate blight and blighting influences on the site that contribute to the disjointed and degraded visual quality of the redevelopment area. The proposed project provides a new mixed use development with streetscape improvements and landscaping, which enhances pedestrian comfort and community access.

The Special Planning District and Design Review District designation provides zoning restrictions and design requirements that ensure visual compatibility and cohesiveness throughout the project area. The proposed project is requesting a special permit to exceed the 35 foot height limit by 25.5 feet. Stockton Boulevard in this area is a line of small shops, including the historic Art Deco Colonial Theater. The project would be taller than adjacent structures, but would include a residential element with balconies providing a connection to the street. The large palm trees considered for the Stockton

median would provide some visual balance. Although large for the site, the proposed project is not out of scale for the vicinity, with the UCD Med Center down the street and the Colonial Theater tower south across 10th Avenue, and the pedestrian scale detail and mass at the base. Additional height and mass at the main entry to the lobby, and anchoring the corner at 10th and Stockton Boulevard, provides visual variation.

In addition, all redevelopment actions must comply with the Art in Public Places Program. In 1979, SHRA adopted Resolutions 1750 and 2863, pledging itself "to promote the aesthetic improvement of the City of Sacramento to the fullest extent possible." The Art in Public Places Program requires that development projects with SHRA assistance expend a minimum of two percent of the total project construction costs on aesthetic improvements. Such improvements may be decorative or functional, landscape items, or architectural features. SHRA currently has an existing memorandum of understanding with the City of Sacramento that designates the Sacramento City Department of Community Services, Metropolitan Arts Division to administer the Art in Public Places Program (Bloom, 1996). The proposed project would result in beneficial aesthetic effects in the project vicinity.

d) The proposed project will result in some increases in light and glare from residential and commercial lighting. Because the area is already urbanized, the incremental increase in lighting associated with new development will be less than significant. The proposed project must install lighting in compliance with the City's Comprehensive Zoning Ordinance (Section 6-D-8) standards. These standards ensure that all new lighting reduces light and glare in the project vicinity and that all exterior lighting is directed away from and properly shielded to eliminate glare on existing land uses and roadways. Light and glare impacts are therefore not considered to have an impact with adherence to City requirements.

Section II: Agriculture Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X

Discussion of Checklist Answers:

a-c) Agricultural resources are not located within or adjacent to the project site, thus the proposed project would have no effect on agricultural resources or operations.

Section III: Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?				X

Discussion of Checklist Answers:

a-d) The project is located within the Sacramento metropolitan area which is considered a non-attainment area for selected pollutants. The 1986-2006 SGPU DEIR identified urban emission sources as the primary source for existing air quality problems (SGPU DEIR, Z-6). The federal air quality standards for ozone and particulate matter (PM_{10}) are being exceeded several times per year in Sacramento City and County.

The Sacramento Federal Ozone Nonattainment Area (SFNA) is comprised of five air districts in the southern portion of the Sacramento air basin. EPA and CARB have designated the SFNA as a "severe" nonattainment area for ozone, with special requirements for the attainment of NAAQS. These requirements include use of reasonably available control technology (RACT), vapor recovery on fuel systems, motor vehicle inspection and maintenance programs, emission offsets, transportation control measures, and other reductions in VOCs and NO_X. Ozone attainment must be reached by the year 2005 or Sacramento County will face significant consequences that range from the imposition of financial penalties to the adoption of even more stringent air emission control requirements.

Sacramento County is also designated nonattainment for state and federal 24-hour PM_{10} AAQS (SMAQMD, July 2004). In June 2004, the EPA proposed to classify Sacramento County in attainment of the new federal $PM_{2.5}$ standard. The region is designated as an attainment area for SO_2 and NO_2, and a maintenance area for CO.

The SMAQMD considers a project to have a significant air quality impact if the direct and indirect emissions from implementation of the project would meet or exceed the SMAQMD thresholds, as shown in **Table 1**. In addition, the SMAQMD considers a project to have a significant air quality impact if the following qualitative criteria are met:

- ***Air Quality Plan Consistency***
  The project conflicts with or obstructs implementation of the applicable air quality plan;
- ***Odors***
  The project results in excessive nuisance odors, as defined under the California Code of Regulations, Health & Safety Code Section 41700[1], air quality public nuisance;
- ***Sensitive Receptors***
  The project results in a land use, which creates emissions that conflict with sensitive receptors, such as schools, elderly housing, hospitals or clinics, etc.;

[1] H&S 41700: "Except as otherwise provided in Section 41705, no person shall discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health, or safety of any such person or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property."

TABLE 1
SMAQMD CEQA AIR QUALITY SIGNIFICANCE CRITERIA

CRITERIA APPROVED MARCH 28, 2002				
Mass Emission Thresholds				
Project Type	**Ozone Precursor Emissions**			
	Pounds per day		**Tons per year[1]**	
	ROG	**NO_X**	**ROG**	**NO_X**
Short-term effects – Construction	None	85	None	15.5
Long-Term effects - Operation	65	65	11.9	11.9
Emission Concentration Thresholds				
California Ambient Air Quality Standards (CAAQS). The CAAQS significance criteria are applied to all phases of a project in addition to the above mass emission thresholds.				
Substantial Concentration Threshold				
A project is considered to contribute substantially to an existing or projected violation of a CAAQS if it emits pollutants at a level equal to or greater than five (5) percent of the CAAQS.				

CRITERIA IN EFFECT PRIOR TO MARCH 28, 2002						
Phase One Construction-Grading; Phase Two construction-Roads, Facilities and Structures; Operations-Long-term	Pounds per day			Tons per year		
	ROG	NO_X	PM_{10}	ROG	NO_X	PM_{10}
	85	85	275	15.5	15.5	50.2
Note: The revised criteria/thresholds became effective on March 28, 2002. To allow a reasonable transition to the revised criteria/thresholds, agencies may apply either the previous or revised criteria/thresholds for CEQA determinations made prior to May 17, 2002.						

Source: SMAQMD 2004. 1 – Thresholds promulgated in pounds per day; the tons per year equivalent are shown for convenience in comparing thresholds to project-related emissions

- ***District Rules and Regulations***
  The project is not in compliance with all applicable District, state or federal air quality rules and regulations; and/or
- ***Conformity***
  The project does not comply with US EPA general and transportation conformity regulations.

The SMAQMD has also determined development projects are considered cumulatively significant if:

- The project requires a change in the existing land use designation (i.e., general plan amendment, rezone) that increases ROG and NO_X emissions compared to the previously approved land use; and
- Project CO emissions, if combined with CO emissions from other nearby projects, result in a "hotspot" that violates a state AAQS.

The proposed project provides for both residential and commercial development that does not exceed the Sacramento Metropolitan Air Quality Management District's

(SMAQMD) CEQA thresholds (Table 2.2 of the Guide). As recommended by SMAQMD, an URBEMIS model (corrected for a mixed use project) was run for the project to determine the anticipated construction and operational emissions. All construction and operational emissions were below the SMAQMD thresholds. The results of the URBEMIS model calculations are shown in **Table 2**. Air quality impacts would be less than significant.

TABLE 2
URBEMIS 2002 SUMMARY REPORT

Emissions Estimates[1]	ROG	NO_X	CO	SO_2	PM_{10} Total	PM_{10} Exhaust	PM_{10} Dust
2005 Construction	1.52	11.86	11.66	0.00	4.55	0.55	4.00
2006 Construction	82.11	24.86	34.32	0.00	1.02	0.96	0.06
Area Source	1.15	0.72	1.88	0.00	0.01		
Operational	11.79	12.06	122.45	0.09	9.07		
TOTAL	12.94	12.78	124.33	0.09	9.07		

[1] Emissions estimates are in pounds per day for summer

e) The project consists of residential, retail, office, and public facility improvements that will not create objectionable odors.

Section IV: Biological Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
California Department of Fish and Game or U.S. Fish and Wildlife Service?				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?		X		
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Discussion of Checklist Answers:

a-d,f) The project site is a 1.5 acre, graded urban infill parcel, and the dominant vegetation consists of artificially irrigated ornamental plantings and a dozen trees. There are no wetlands or native habitat on the site, and no dirt mounds that could support burrowing owl habitat. There would be no impact on special status species.

e) A tree survey was conducted by Connor Arborist Services on March 10, 2005 (Appendix B). There are 12 trees on the site proposed for removal or relocation. The east side of the property along Stockton Boulevard has three mature palm trees which are scheduled for removal by the Stockton Boulevard Beautification Project. These include a Canary Island date palm tree (27" diameter at breast height (dbh)) and two California fan palm trees (30"and 33" dbh) in good condition. Other trees include four plum trees with multiple 4-1" trunks in fair to poor condition, one 18" London Plane in fair to poor condition, one 6" coast live oak in good to fair condition, one 23" pecan tree in fair condition, and one multiple trunk Chinese elm and one 21" Catalpa recommended for removal.

One of the California fan palm trees on the site is classified as a "heritage tree." Heritage trees are defined by the Sacramento Tree Ordinance as healthy trees of any species having a trunk circumference of 100 inches (32 inches diameter) or more measured 4.5 feet above ground level, any native oak trees having a single or combined circumference of 36 inches or greater (12 inches diameter), or any tree or grove of trees designated by the City Council to be of special historical or environmental significance. The following mitigation measure is required by the City, which would reduce heritage tree impacts to less than significant:

Mitigation Measures

IV-1 Heritage Trees. The project applicant shall either transplant the existing 33" dbh fan palm into the new median in Stockton Blvd or at an alternate location, or replace the existing tree with an appropriate species and at an appropriate replacement ratio, per the review and approval of the City Arborist.

Section V: Cultural Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historic resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d) Disturb any human remains, including those interred outside of formal cemeteries?		X		

Discussion of Checklist Answers:

a) The project site is currently vacant, and there are no known historic resources adjacent to the site. The proposed project would therefore not impact historic resources.

b-d) The physical environment of the project vicinity has been greatly altered by human modification over the past 150 years. Specifically, the urbanization of the City of Sacramento has greatly altered the pre-1850 environment. On a larger scale, the deposition of deep alluvial soils over the past 10,000 years has buried any early archaeological resources.

The proposed project is located in an existing urbanized area, which has been developed with residential uses. The proposed project is not located in a Primary Impact Area as defined by the SGPU EIR (Page V-5), and no evidence of prehistoric use was noted. An archaeological records search was conducted for the project site by the North Central Information Center on February 4, 2005. The Center determined that the "environmental setting of the project area [is] within a development area, [thus] there is a low potential for Native American sites in the project area....[T]here is a moderate to low possibility of identifying historic period archaeological deposits within the project area." Therefore the project could have a potentially significant impact to archaeological and paleontological resources. However, the incorporation of Mitigation Measure V-1a and V-1b would reduce such impacts to less than significant.

Mitigation Measures

V-1a. Foremen and key members of major excavation, trenching, and grading for sites preparation shall be instructed to be wary of the possibility of destruction of buried cultural resource materials. They shall be instructed to recognize signs of prehistoric use and their responsibility to report any such finds (or suspected finds) immediately, as specified by measure V-1b below, so damage to such resources may be prevented.

V-1b. Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any development activities, all work within 20 meters of the find shall be suspended and a qualified archaeologist shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less than significant level before construction continues. Such measures could include (but would not be limited to) researching and identifying the history of the resource(s), mapping the locations, and photographing the resource. In addition, pursuant to Section 5097.98 of the State Public Resources Code, and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of any human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

Section VI: Geology and Soils

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

Discussion of Checklist Answers:

a) The proposed development could be exposed to potentially damaging seismically-induced ground shaking. However, no known active faults occur in or adjacent to the City of Sacramento. During the past 150 years, there has been no documented movement on faults within Sacramento County, although the region has experienced numerous instances of ground shaking originating from faults located to the west and east. According to the *Preliminary Map of Maximum Expectable Earthquake Intensity in California,* prepared by the California Department of Mines and Geology, Sacramento is located near the border between the "low" and "moderate" severity zones, representing a probable maximum earthquake intensity of VII on the Modified Mercalli Scale. In

Sacramento, the greatest intensity earthquake effects would come from the Dunnigan Hills fault, Midland fault, and the Foothill Fault System. The maximum credible earthquake for those faults is estimated at 6.5 on the Richter-scale. Currently, the City requires that all new structures be designed to withstand this intensity level.

The proposed project could be exposed to impacts from liquefaction of subsurface soils during an earthquake event. Liquefaction of soils could result in partial or complete loss of support that could damage or destroy buildings or facilities. Liquefaction is the loss of soil strength due to seismic forces acting on water-saturated, granular material that leads to a "quicksand" condition generating various types of ground failure. The potential for liquefaction must account for soil types, soil density, and groundwater table, and the duration and intensity of ground shaking. Earthquakes of the magnitude expected to emanate from any of several nearby faults would be strong enough in the project vicinity to induce liquefaction in susceptible sand layers.

The City of Sacramento has adopted policies as a part of the General Plan Health and Safety Element that mitigate seismic related hazards, including liquefaction. These policies require that the City:

1) protect levees and property from unacceptable risk due to seismic and geologic activity or unstable soil conditions to the maximum extent feasible;
2) prohibit the construction of structures for permanent occupancy across faults;
3) require reports and geologic investigations for multiple story buildings; and
4) ensure the use of Uniform Building Code requirements that recognize State and federal earthquake protection standards in construction.

The project would not be constructed across any currently identified fault, and is not located adjacent to any levees. In addition, the City requires soils reports and geological investigations for determining liquefaction, expansive soils, and subsidence problems on sites for new multiple-story buildings as a condition of approval, and that such information is incorporated into the project design and construction to eliminate hazards. The policies listed above are required for new construction projects and reduce potential seismic impacts to less than significant levels.

b) All grading activities associated with site development within the City of Sacramento are required to follow the Grading Permit requirements defined in the City's Grading, Erosion, and Sediment Control Ordinance 93-068 (GESC). The City GESC Ordinance defines the requirements for grading plans, erosion and sediment control plans, housekeeping practices as well as standards for cuts, fills, setbacks, drainage and terracing, and erosion control. These requirements ensure that development sites are graded such that new topography makes a smooth transition to existing adjacent topography. City Ordinance includes grading requirements that control excessive runoff during construction. Developers are required to carry out dust and soil erosion and sediment control measures before, during, and after the construction phase of development. This general permit requires the permittee to employ "Best Management Practices" (BMPs) before, during, and after construction. The City has a list of BMPs

necessary to accomplish the goals of this permit, approved by the City's Department of Utilities, Engineering Services Division before beginning construction. No significant impact is anticipated to occur due to required compliance with the City's Grading, Erosion, and Sediment Control Ordinance.

c-e) Soils in the site are categorized as Urban Land and consist of areas covered by up to 70 percent impervious surfaces. Topography is almost flat, and there are no outstanding topographic or ground surface relief features in the project vicinity which would be disturbed as a result of the proposed project.

Soils that have limitations for structural loading, i.e. weak or expansive soils, are scattered throughout the City. These limitations can usually be overcome through soil importation or specially engineered design for construction. The proposed project would not result in impacts relative to landslides or mudflows, erosion or changes in topography, expansive soils, or unique geologic or physical features.

Section VII: Hazards and Hazardous Materials

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
public airport or public use airport, would the project result in a safety hazard for people residing or working in the Project Area?				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing in the Project Area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

Discussion of Checklist Answers:

a-c) There are no proposed heavy commercial or industrial uses for the site that would use or generate hazardous materials. The proposed project would not interfere with either an adopted emergency response plan or an emergency evacuation plan. The project site is not located within one quarter mile of an existing or proposed school site.

d) In March and April 2000, EEI conducted a Phase I Environmental Site Assessment (ESA) on the project site. The property consists of two contiguous lots, encompassing approximately 20,000 square feet, and is currently vacant. It had previously included two buildings and paved parking areas, occupied by two automotive repair shops and a furniture storage facility. Based on historical records reviewed during the ESA, the site had been developed since at least the late 1930s. The properties had been used as service station/auto repair facilities since the 1950s, but ceased operation as a service station in the late 1960s. Based on the findings of the ESA, EEI conducted a limited subsurface investigation of the subject properties. The purpose was to verify whether soil/groundwater beneath the site had been impacted with petroleum hydrocarbons or chemicals related to former gasoline service station and vehicle repair facilities located on the subject property. A total of nine soil borings were installed and eleven soil samples collected for laboratory analysis.

Based on laboratory analytical results, elevated levels of motor oil/diesel was detected in both soil samples collected from the former waste oil tank location at 3400 Stockton Boulevard, and also in the near-surface sample collected from parking area behind 3406 Stockton Boulevard.

Gasoline was not detected in any of the samples analyzed. Due to site access limitations (large number of parked vehicles) and subsurface conditions (i.e., hardpan), only one boring (B-6) was advanced in the former gasoline underground storage tank (UST) location.

Elevated levels of lead were reported in soil samples collected from the former waste oil tank location and from the parking area behind 3406 Stockton Boulevard. All of the concentrations reported for total metals were below EPA's Preliminary Remedial Goals (PRGs) for Region 9.

Based on the results of this investigation, and upon consultation with SCEMD and SHRA, additional investigation was required to assess the extent of impacted soils in the former waste oil and gasoline UST locations.

In April 2002, EEI installed and sampled two trenches in the former waste oil and gasoline UST locations, respectively. Soil samples were collected at a depth of 10 feet and 13.5 feet in the former gasoline UST location, and at depths of one foot below ground surface (bgs) and eight feet bgs in the former waste oil UST location. Based on laboratory analytical results, soil in the former gasoline UST location was impacted with high levels of gasoline and diesel. Laboratory data indicated that shallow soil (i.e., above 8 feet) in the former waste oil UST location was impacted with motor oil/diesel.

The reported concentrations of heavy metals analyzed were well below Preliminary Remediation Goals (PRGs) listed by EPA Region 9 and may be considered representative of naturally-occurring (i.e. "Background") concentrations.

Upon completion of sampling, all excavated soils were placed back in the trenches and compacted using the backhoe tires.

In June 2002, EEI supervised the drilling of five soil borings to depths ranging from approximately 40 to 45 feet. Soil samples were collected at approximately 5-foot intervals in and around the former gasoline UST location. Based on laboratory analytical results, soil samples collected from the center of the former tank location indicate high levels of gasoline and diesel in soil from a depth of approximately 5 to 30 feet.

Groundwater was encountered during drilling at a depth of approximately 43 feet. Laboratory analytical data indicated that detectable concentrations of gasoline and Volatile Organic Compounds (VOCs) were present in the groundwater sample. Based on the results of this and previous investigations, the SCEMD directed that a groundwater monitoring well be installed in the former UST location.

In November 2002, EEI supervised the drilling of one soil boring to a depth of 65 feet bgs (monitoring well MW-1), and two soil borings to 15 feet. Monitoring well MW-1 was located centrally over the former gasoline UST tank pit. One 15-foot boring was located near the former waste oil UST location, and the other in the former parking area of DO Auto Repair. Based on observations made during sampling, physical evidence of impacted soil (i.e., hydrocarbon staining and odor) was encountered in MW-1 from

approximately 5 to 30 feet bgs. Groundwater was encountered at approximately 45 feet bgs.

Soil observed during sampling consisted of silty sand and sandy silt from near surface to approximately 25 feet bgs. Soil below 25 feet bgs consisted of sandy clay and clayey sand from 25 to 65 feet bgs. Soil samples collected from MW-1 indicated detectable concentrations of gasoline at 15 and 30 feet. The groundwater sample collected from MW-1 contained low levels of VOCs.

Monitoring well MW-1 was sampled again in March 2003, May 2003, and October 2003. Based on laboratory analytical data, no detectable concentrations of gasoline or VOCs were reported, except for low levels of 1, 2-dichloroethane, an additive formerly used in leaded gasoline.

In November 2003, EEI submitted the case for closure by SCEMD. After extensive review, SCEMD, in July 2004, required that additional investigation be performed to assess the presence and downgradient extent of 1, 2-dichloroethane in groundwater, and also the distribution of lead in site soils. This work was performed in October 2004.

On October 18, 2004, EEI supervised the installation and sampling of one groundwater sampling point to a depth of approximately 50 feet bgs. The sampling point/boring was installed using a hollow-stem auger sampling rig, southeast (downgradient) from monitoring well MW-1. Groundwater from the sampling point as well as from MW-1 were sampled. Based on laboratory analytical results, low levels of 1, 2-dichloroethane were present in both locations.

At the request of SCEMD, EEI also conducted a limited sampling program to address potential lead contamination in near surface soil. Using a random sample location protocol, a total of 20 samples were collected at depths of one foot. Based on the results of laboratory analytical data, lead was present in concentrations exceeding naturally-occurring (i.e., background) levels.

After reviewing the additional sampling information provided, the SCEMD has requested that additional investigation at the property be conducted to evaluate the suitability for closure. The required investigation includes 20 additional soil samples to be analyzed for lead, as well additional groundwater samples from MW-1, and from a location further downstream (i.e., southeast) from MW-1. This additional investigation is currently pending.

A portion of the proposed project will be located directly above the area of contaminated soil. In addition, construction of the subgrade parking facility will require the excavation and removal of at least 5 feet of contaminated soil near the corner of 9th Avenue and Stockton Boulevard. The excavation and removal of this material will need to be performed by a licensed contractor with a certification in hazardous waste handling, in accordance with an appropriate soil management plan.

The SCEMD has not completed its review of the proposed project and therefore there have been no final directives regarding potential mitigation measures required. However, after a preliminary review, SCEMD has indicated that aside from proper soil management during construction, no additional remediation or mitigation measures will likely be required to protect residential occupants. This is based on the depth of contamination (i.e., generally greater than 5 feet), the lack of significant levels of volatile compounds, the presence of a subgrade parking structure with concrete slab (which acts as a barrier to potential vapor migration), and the first floor commercial space, which acts as an additional buffer between residential units and the contaminated soil beneath the project site. Therefore, hazards impacts are anticipated to be less than significant.

e,f) The project site is not located within safety hazard areas of either private or public airports.

g) The proposed project would not interfere with either an adopted emergency response plan or an emergency evacuation plan. No routes used for emergency access and response would be adversely affected by the project.

h) The proposed project would not create an increased fire hazard in areas with flammable brush, grass, or trees.

Section VIII: Hydrology and Water Quality

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				X
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted water?			X	
f) Otherwise substantially degrade water quality?				X
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j) Inundation by seiche, tsunami, or mudflow?				X

Discussion of Checklist Answers:

a,f) The proposed project construction would include temporary earth disturbing activities. This could result in minor increases in soil erosion leading to increased sediment loads in storm runoff, which could affect receiving water quality. Construction activities may also contribute organic pollutants during the construction of infrastructure and improvements. Additional contamination may occur from increased traffic as a result of build-out of the subdivision, which may contribute grease, oils, and other materials that may contaminate runoff from streets and driveways.

All grading activities associated with site development within the City of Sacramento are required to follow the Grading Permit requirements defined in the City's Grading, Erosion, and Sediment Control Ordinance 93-068 (GESC). The City GESC Ordinance defines the requirements for grading plans, erosion and sediment control plans, housekeeping practices as well as standards for cuts, fills, setbacks, drainage and

terracing, and erosion control. The GESC includes grading requirements that control excessive runoff during construction. Dust and soil erosion and sediment control measures must be implemented before, during, and after the construction phase of development. Implementing accepted dust control practices, revegetating or covering exposed soils with straw or other materials, constructing ingress/egress roads and adopting measures to prevent construction vehicles from tracking mud onto adjacent roadways, covering trucks containing loose and dry soil, and providing interim drainage measures during the construction period are measures are intended to minimize soil erosion and fugitive dust emissions.

Minor increases in soil erosion leading to increased sediment loads in storm runoff from infrastructure improvements and development would be temporary and would be controlled by standard grading practices, resulting in a less than significant impact.

b) The proposed project would not affect the direction or rate of flow of groundwater or surface water. Water supplies are provided by the City of Sacramento through a system of pipelines that currently exist within the streets, or are being installed and upgraded as a part of the project. Development on the project site will not require new withdrawals from groundwater sources or affect aquifers by cuts or excavations. The City does not rely on groundwater in this area for its source of public water supply. As such, the project has no effect on groundwater used for public water supplies.

c-e) There are no wetlands on or adjacent to the project site. The proposed project would not result in a change in the direction of flow within local water bodies, and would have a less than significant impact on drainage patterns.

g-i) The project site is in the FEMA 500-year flood Zone "X" (Map Number 060266 0010F, LOMR 02/18/05 with no underlying designation. The proposed project would not expose people or property to water-related hazards such as flooding.

j) The project site is not in a coastal zone and the topography is flat, therefore there is no hazard from seiche, tsunami, or mudflow.

Section IX: Land Use and Planning

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

Discussion of Checklist Answers:

a,b) The project will not result in a substantial alteration of the present use of the area, and is consistent with planned uses. The project site is currently zoned as R-1 - single family residential and C-2 - commercial, with an underlying General Plan designation of low density residential (4-15 du/acre) and community/neighborhood commercial and office. The proposed mixed-use project blends the residential, retail and office uses, and the proposed 18 units on the1.5 acre parcel is an average gross density of 12 units per acre, consistent with the General Plan designation. Surrounding land uses are mixed, including residential, retail, commercial and office, and the parcel is located on a main arterial street. The proposed project would be consistent with General Plan designations, zoning, and adopted plans and policies, and would have a less than significant impact the physical arrangement of the South Sacramento community.

c) The project site is urban land habitat and no habitat conservation or natural communities conservation plans would be affected by development.

Section X: Mineral Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				X

Discussion of Checklist Answers:

a-b) The proposed project is an urban infill site and would not result in the loss of availability of a known mineral resource or a locally-important mineral resource recovery site.

Section XI: Noise

Would the project result in:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the Project Area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the Project Area to excessive noise levels?				X

Discussion of Checklist Answers:

a,c,d) Increased vehicular traffic resulting from residential and commercial uses on the site may incrementally increase ambient noise levels on arterial streets. Construction related noise impacts could exceed acceptable levels and have potentially significant short-term impacts on nearby sensitive receptors. Construction noise represents a temporary impact on ambient noise that will terminate upon completion of the project, and is regulated by the City's noise ordinance, as further discussed below.

The proposed project is not expected to expose people to severe noise levels greater than incremental increases in traffic noise that were previously considered in the SGPU EIR. A change in noise levels of less than three dBA is not discernible to the general population. An increase in average noise levels from three to five dBA is clearly discernible to most people and an increase greater than five dBA is considered subjectively substantial and constitutes a significant noise impact.

The City of Sacramento monitored existing ambient noise for Stockton Boulevard at a normalized distance of 75 feet from the center of the roadway (SGPU Exhibit AA-11). The existing noise levels monitored were identified as 67 dBA Ldn. The City's land use noise compatibility guidelines identify a "normally acceptable" range up to 65 dBA for commercial buildings and up to 60 dBA Ldn for multi-family residential uses in common outdoor activity areas. Interior guidelines for all residential uses are 45 dBA Ldn. The SGPU estimate that at General Plan buildout, anticipated exterior noise levels at 75 feet from the Stockton Blvd centerline would increase to 68 dBA Ldn. However, the project would incorporate standard construction methods with double paned windows and wall insulation that would reduce interior noise levels to 40 dBA L_{dn} or less. In addition, no common outdoor activity areas are planned along Stockton Boulevard that would subject users to levels in excess of the 65 dBA Ldn outdoor standard. Therefore, the proposed project would not result in a significant change in noise levels, nor expose people to significant noise levels. No increases in noise levels beyond those anticipated in the SGPU EIR or exposure to significant noise levels would occur as a result of the project.

The City of Sacramento Noise Control Ordinance sets limits for exterior noise levels on designated agricultural and residential property. The ordinance states that noise shall not exceed 55 dBA during any cumulative 30-minute period in any hour during the day (7:00 a.m. to 10:00 p.m.), and 50 dBA during any cumulative 30 minute period in any hour during the night (10:00 p.m. to 7:00 a.m.). The ordinance sets somewhat higher noise limits for noise of shorter duration; however, noise shall never exceed 75 dBA in the day and 70 dBA at night.

Construction activities, including the erection, excavation, demolition, alteration, or repair of any building or structure, are conditionally exempt from the Noise Ordinance. Construction activities are exempt from the noise standard from 7:00 a.m. to 6:00 p.m. Monday through Saturday, and from 9:00 a.m. to 6:00 p.m. on Sunday. Internal combustion engines that are not equipped with suitable exhaust and intake silencers that are in good working order are not exempt.

Noise generated by the proposed project, including temporary noise from construction activities and long term operational noise from vehicles accessing and exiting the site, would be less than significant. Therefore, the project would have no impacts due to noise from private or public airports.

b) Construction activities will not expose people, historic structures, or archaeological sites to excessive groundborne vibration or groundborne noise levels. Therefore the project would have a less than significant impact due to excessive vibration or ground-borne noise levels.

e,f) The project site is not located within two miles of either private or public airports. Therefore, the project would have no impacts due to noise from private or public airports.

Section XII: Population and Housing

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Discussion of Checklist Answers:

a) There is no change in land use or zoning proposed as part of the project. The proposed project is zoned for residential and commercial, and would not result in changes in population beyond those identified in regional and local population projections, nor induce substantial growth.

b,c) The proposed project site is vacant. There will be no displaced persons or low-income housing as a result of this project. Therefore, no impact on existing housing would occur as a result of the proposed project.

Section XIII: Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?			X	

Discussion of Checklist Answers:

a-e) The City's General Fund and other special collections such as state school funds and developer fees provide the financial support to achieve basic safety, school, library and park services. The City does not recognize the level of provision of these services as physical environmental impacts. The City views police, fire, school, maintenance of public facilities, library, and park services as basic social services to be provided by the City. The level of service is based in part on the economic health of the service provider, in this case, the City of Sacramento.

Police/fire personnel, schools, libraries, and parks provide a wide range of services that are affected by population increases. These services, however, are not impacted by physical environmental effects created by the proposed project. Section 15382 of the California Environmental Quality Act Guidelines defines a significant effect on the environment as a substantial or a potentially substantial adverse change in any of flora, fauna, ambient noise, and/or objects of historic or aesthetic significance. An economic or social change is not by itself considered a significant effect on the environment. The project is located on an urban infill parcel zoned for the proposed uses, and therefore there are no requirements for new government facilities.

a) Fire protection and emergency medical services. Fire protection and emergency medical services for the project vicinity are provided by the Sacramento Fire Department (SFD). Fire stations are located so as to provide a maximum effective service radius of 2 miles.

The primary fire station serving the project vicinity is Station 56, located at 3720 47th Avenue. In the event of a major catastrophe, SFD has agreements with all agencies (automatic aid) within the Sacramento County as well as agencies with contiguous boundaries to Sacramento County. In addition, the City of Sacramento Fire Department has entered into agreements with the California State Office of Emergency Services.

Implementation of the project will result in a minor increase the demand for fire protection and emergency services. The project is required to incorporate design features identified in the Uniform Building Code and the Uniform Fire Code. Both the Police Department and the Fire Department are given the opportunity to review and comment on the design of any proposed project that could affect public or fire safety. The incorporation of fire safety measures required by the Uniform Building Code and the Uniform Fire Code and City permitting requirements are expected to reduce any physical public safety impacts associated with the project to a less than significant level.

b) Police. The City of Sacramento Police Department furnishes police protection services within the City of Sacramento. The Police Department maintains three stations. The Central Station is downtown at 6th and I Streets, the second station is at 29th Avenue and Franklin Boulevard (the Joseph E. Rooney Police Facility), and the third is located at Marysville Boulevard and Grand Avenue (William J. Kinney Police Facility). The Department also maintains numerous Resource-Service Centers throughout the City.

The Department takes an active role in crime prevention through the Crime Prevention through Environmental Design Program. This program requires new development to coordinate with the Community Resources Division of the Police Department to facilitate public safety through appropriate design of new residential and commercial developments. The incorporation of safety measures required by the Uniform Building Code and City permitting requirements and Crime Prevention through Environmental Design Program are expected to reduce any physical public safety impacts associated with the project to a less than significant level.

c) Schools. The Sacramento City Unified School District serves the project vicinity. The proposed project would add up to 4 new elementary students (.37/SF du and .18/MF du) and 1 new junior or high school student (.08/SF du and .02/MF du) to the Sacramento Unified School District. Tahoe Elementary School, Will C. Wood Middle School, and Hiram W. Johnson High School serve students in the project vicinity.

Goals and Policies adopted as mitigation measures for the City's General Plan Update (1988) were determined to mitigate impacts of growth on schools to less than significant levels. These policies and measures are the responsibility of the City to implement for the project.

Section XIV: Recreation

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?			X	
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

Discussion of Checklist Answers:

a,b) The 4th Avenue Park, Oak Park Community Center, and Greenfair Park currently provide park facilities for area residents. The proposed project would result in a minor increase in population, consistent with the zoning, and would have a less than significant impact upon the quality or quantity of recreational facilities.

Section XV: Transportation/Traffic

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)?		X		
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads and highways?		X		

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
e) Result in inadequate emergency access?				X
f) Result in inadequate parking capacity?				X
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?			X	

Discussion of Checklist Answers:

a-b) Access to the site is proposed via 9th Avenue and 10th Avenue west of Stockton Boulevard as illustrated on **Figure 3**: Site Plan (Page I-5). The site roadway system will provide an internal connection through the site between 9th Avenue and 10th Avenue. On site parking is provided both at street level and underground.

A traffic analysis was prepared for this project by the City (DKS Associates, March 15, 2005, Appendix C). The existing traffic volumes at the study area intersections were counted during the a.m. and p.m. commuter periods (7:00 to 9:00 a.m. and 4:00 to 6:00 p.m.) on Wednesday, January 5, 2005. Four intersections were studied based upon the anticipated volume and distributional patterns of project traffic:

1) Stockton Boulevard and Broadway (signalized)
2) Stockton Boulevard and 9th Avenue (un-signalized)
3) Stockton Boulevard and 10th Avenue (un-signalized)
4) Stockton Boulevard and 14th Avenue (signalized)

All of the intersections currently meet the City's level of service "C" goal. Traffic signal warrant analysis was conducted at the unsignalized intersections on Stockton Boulevard at 9th Avenue and 10th Avenue. Traffic signal warrants are a series of criteria that should be met before a traffic signal is installed. Utilizing the peak hour warrant, the intersections do not warrant a traffic signal.

Traffic impact studies often consider the traffic of other development projects in the site vicinity if such projects have been approved and are under construction or have a high probability of implementation. The two known baseline projects within the study area at the time this analysis commenced were the UC Davis Surgery and Emergency building and the UC Davis Educational building. When counts from these projects were added to the "baseline," all of the intersections meet the City's level of service "C" goal with the exception of the unsignalized intersection of Stockton Boulevard and 10th Avenue. The intersection operates at LOS "E" in the p.m. peak hour.

In the City of Sacramento, a significant traffic impact (intersection) occurs when:

1) the traffic generated by a project degrades peak period level of service from A, B, or C (without project) to D, E, or F (with project); or,
2) the LOS (without project) is D, E, or F, and project generated traffic increases the peak period average vehicle delay by five seconds or more.

Intersections. The project would increase traffic volumes at all study area intersections. At unsignalized intersections, the average intersection level of service is utilized to determine conformity with the City's goal. Individual movements may operate at worse levels of service. All of the intersections meet the City's level of service "C" goal with the exception of the unsignalized intersection of Stockton Boulevard and 10th Avenue. The intersection operates at LOS "E" in the p.m. peak hour. The changes in intersection operating conditions with the addition of project-generated traffic exceeds the City's standards of significance for impacts to intersections at Stockton Boulevard and 10th Avenue. Therefore, the impacts of baseline plus proposed project conditions at study intersections are significant. However, with the addition of Mitigation Measure XV-1, below, these impacts are reduced to less than significant.

Mitigation Measure

XV-1 Intersections. The signal, along with all necessary striping to install the signal and have the intersection operate property, shall be included in the off site improvement plans and installed by the developer to the satisfaction of the City Traffic Engineer.

Signal Warrant Analysis. Traffic signal warrant analysis was conducted at the two unsignalized study area intersections. Utilizing the peak hour warrant, the intersection of Stockton Boulevard and 10th Avenue warrants a traffic signal under baseline plus proposed project conditions in the p.m. peak hour analysis period. The intersection of Stockton Boulevard and 9th Avenue does not warrant a traffic signal under baseline plus proposed project conditions.

c,d,e) The proposed project has no effect on air traffic patterns, emergency access or transportation hazards.

f,g) Parking. A significant impact to parking would occur if the anticipated parking demand of the project significantly exceeds the available or planned parking supply for typical

day conditions. The proposed project is requesting a reduction in parking from 200 to 184 spaces. On site parking for the proposed project would be provided both at street level and underground. In addition, there is street parking available on 9th and 10 Avenues.

The proposed project is a mixed-use project located on a commercial corridor within walking distance of retail, medical and office uses, and on a major transit corridor. Section 17.64.010 (b)(4) of the City Code provides that, for mixed use projects which incorporate both residential and commercial or services uses, the City's Zoning Administrator may reduce or waive up to fifty (50) percent of the required off-street parking requirement for the ground floor commercial retail or service uses. This would result in a waiver of a minimum of 23 spaces at the most conservative estimate of parking demand (based on a range of retail uses).

The reduction of 16 parking spaces would be consistent with a mixed use project in such an infill location, and within the reduction allowable under Section17.64.010 (b)(4). The proposed 184 spaces should provide sufficient parking for the proposed uses in this location. Evening and weekend parking would be plentiful when the office uses would be closed, thus no overflow parking would be anticipated during the hours most likely to affect nearby residents. Unrestricted curbside parking available along 9th and 10th Avenues immediately adjacent to the property should be able to accommodate any intermittent short term overflow parking during normal business hours without infringing on nearby residential parking. Therefore, the proposed project would have a less than significant impact on parking.

Transit. A significant impact to the transit system would occur where project generated ridership, when added to existing or future ridership exceeds available or planned system capacity. Capacity is defined as the total number of passengers the system of busses and light rail vehicles can carry during the peak hours of operation.

The Sacramento Regional Transit District (RT) operates 80 bus routes and 26.9 miles of light rail covering a 418 square-mile service area. Buses and light rail run 365 days a year using 76 light rail vehicles, 258 buses powered by compressed natural gas (CNG) and 17 shuttle vans. Buses operate daily from 5:00 a.m. to 11:30 p.m. every 15 to 60 minutes, depending on the route. Light rail trains operate from 4:30 a.m. to 1:00 a.m. daily with service every 15 minutes during the day and every 30 minutes in the evening. Regional Transit bus routes 50E and 51 operate near the site on Stockton Boulevard from Florin Mall to downtown Sacramento. These routes stop at an existing bus stop at the north end of the Stockton Boulevard frontage.

The proposed project would result in the addition of employees, residents, patrons, and visitors to the site, some of whom would travel by transit. Although particular transit vehicles operate at or near capacity during the peak commuter periods, a review of existing transit operations and plans for future transit services indicate that there is ample capacity on the Regional Transit system to support the anticipated increase in trips. Because the existing and future transit system capacity is sufficient to accommodate the

increased project generated transit ridership, the impact of the proposed project is considered less than significant.

Bikeways. A significant bikeway impact would occur if the project hindered or eliminated an existing designated bikeway, or if the project interfered with implementation of a proposed bikeway. A significant bikeway impact could occur if the project were to result in unsafe conditions for bicyclists, including unsafe bicycle/pedestrian or bicycle/motor vehicle conflicts.

The proposed project would result in the addition of employees, residents, patrons, and visitors to the site, some of whom would travel by bicycle. The primary existing bikeway near the site is the Class II (on-street bike lanes with signs, striped lane markings, and pavement legends) bike lanes on Stockton Boulevard, as designated in the 2010 City/County Bikeway Master Plan, 2004 as amended. The Stockton Boulevard Beautification Project, located between Broadway and Fruitridge, is constructing improvements such as landscaped medians, street-side landscaping, curb ramps, sidewalk, curb, and gutter, and related drainage improvements, as well as bike lane striping consistent with the Bikeway Master Plan. The project is consistent with the Beautification Project and is coordinating all off-site street improvements with the City. Thus, the proposed project would not adversely impact the existing or future bikeway system, and is not anticipated to result in unsafe conditions for bicyclists, including unsafe bicycle/pedestrian or bicycle/motor vehicle conflicts. Bicycle impacts are considered less than significant.

Pedestrian Facilities. A significant pedestrian circulation impact would occur if the project were to result in unsafe conditions for pedestrians, including unsafe increase pedestrian/bicycle or pedestrian/motor vehicle conflicts.

The proposed project would result in the addition of employees, residents, patrons, and visitors to the site. As noted above, the project is coordinating site and off-site improvements with the City's Stockton Boulevard Beautification Plan, which will be adding sidewalks, pedestrian crossings, mid-block crossings, new medians, etc. The project will therefore enhance conditions for pedestrians along Stockton Boulevard. Pedestrian impacts are considered less than significant.

Section XVI: Utilities and Service Systems

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X

Discussion of Checklist Answers:

a,b,e) Wastewater. The Sacramento Regional County Sanitation District (SRCSD) provides sewage treatment for the City of Sacramento. The SRCSD is responsible for the operation of all regional interceptors and wastewater treatment plants, while local collection districts maintain the systems that transport sewage to the regional interceptors. From the collection system and regional interceptors, sewage flows ultimately reach the Sacramento Regional Wastewater Treatment Plant (SRWTP), which is located south of the City of Sacramento east of Freeport Boulevard. The SRWTP has an existing treatment capacity of approximately 181 million gallons per day (mgd) of seasonal dry-weather flow and 392 mgd of peak wet-weather flow (SRWTP Master Plan Draft Update, 1995). This expanded capacity is anticipated to serve a projected year 2005 service area population of approximately 1.6 million people.

The site is served by the Combined Sewer System (CSS). The CSS is a wastewater collection system designed to convey domestic sewage, commercial and industrial wastewater, and surface stormwater runoff in a single pipeline. All flows in the system

drain to the west to two large pumping stations located on the east side of the Sacramento River. Currently, the City has an agreement with SRWTP to deliver no more than 60 million gallons per day (mgd) peak flow from the City's Sump 2 service area to the regional interceptor sewer (Allen, 2000). The SRWTP is a secondary treatment facility that provides raw influent and effluent pumping, primary clarification, secondary treatment with the high-purity oxygen activated sludge process, disinfection, solids thickening, and anaerobic solids digestion.

When CSS flows are greater than 60 mgd, CSS flows are diverted to the City's Combined Wastewater Treatment Plant (CWTP), located near South Land Park Drive and 35th Avenue, which only provides primary treatment. Wet weather flows are known to exceed system capacity during heavy storm events. Flows during heavy storm events, which are in excess of the 190 mgd combined capacities of the SRWTP (60 mgd) and CWTP (130 mgd), result in a combined sewer overflow (CSO). During CSO events, the City diverts excess flows to the Pioneer Reservoir for storage, which has a capacity of 28 mgd. When the Pioneer Reservoir reaches capacity, excess flows are directly discharged into the Sacramento River without treatment. When the pipeline system and treatment plant capacities are surpassed, the excess flows flood local streets in the downtown area through manholes and catch basins.

Exposure of people to untreated wastewater creates a health risk. On June 22, 1990, the RWQCB adopted Cease and Desist Order No. 90-179, requiring the City of Sacramento to cease and desist CSS discharges into the Sacramento River in violation of RWQCB Order No. 85-342. The Cease and Desist Order (and amendments 91-199 and 92-217) required the City to undertake operational improvements on the CSS, and perform a risk assessment on the known and potential health impacts of CSOs (City of Sacramento, 1996).

In compliance with the Order, the City submitted numerous alternatives to improve the CSS, as well as performed a public health risk assessment from outflows of the CSS. The City concluded that completely separating the sewer and storm water systems and conducting rehabilitation of the CSS would have adverse effects to City streets and would be economically infeasible. Thus the City identified a long-term control plan (CSS Improvement Program) which includes system improvements to reduce CSO events. Rehabilitation of the CWTP and the remaining sewers will occur until about the year 2010. On March 22, 1996, RWQCB rescinded the Cease and Desist Order and issued a new National Pollutant Discharge Elimination System (NPDES) permit (Order No. 96-090) that includes a schedule for implementing the initial phase of the CSS Improvement Program.

The City has determined that the project will have sewer, stormwater and groundwater discharge impacts on the CSS, thus the impacts to the project must be mitigated to the satisfaction of the Department of Utilities. Increased sewer flows to the CSS must be mitigated or the applicant/property owner shall pay the Combined Sewer Development fee per City Ordinance # 2005-020. Increased storm drainage run off must be mitigated on-site to the satisfaction of the Department of Utilities. However, in the event that on-

site treatment mitigation would not be sufficient to reduce system wide impacts, the measures in Mitigation XVI-1 would reduce any impacts to less than significant. In addition, foundation or basement dewatering discharges to the CSS will not be allowed. The CSS does not have adequate capacity to allow for dewatering discharges for foundations or basements, and thus foundations and basements must be designed without the need for dewatering. Any groundwater discharges lasting more than 7 days are considered "long term discharges" and require a Memorandum of Understanding with the Department of Utilities.

Mitigation Measure

XVI-1 If mitigation of system-wide impacts to less than significant levels cannot be accomplished by the mitigation plan, the project sponsor shall enter into a Mitigation Agreement with the City, which shall be approved by the City of Sacramento Department of Utilities prior to the issuance of building permits. Such an agreement would include, but is not limited to the following:

1) Agreement to pay any and all associated CSS impact fees based on a development's fair share of cost to implement the CSS improvement projects.

2) Waiver of all rights to protest future fees, assessment districts, Mello Roos districts, etc.

3) Consent to all conditions by any lien holder.

b,d) Water Service. The City of Sacramento provides water service to areas within the City limits from both surface and ground water sources. The City has water rights to 326,800 acre feet of water per year (AFY). Of this, Sacramento Municipal Utility District (SMUD) has rights to 15,000 AFY. About 100,000 acre-feet or 32 percent of available supplies were consumed by the city water users during 1990.

The City's Department of Utilities, Division of Water has a policy of serving all planned developments within the City boundary that are part of the City's General Plan, thereby allowing the City to plan future treatment facilities in advance of the required demand. Eventually, the City's water rights to the Sacramento and American Rivers may be the limiting factor of future development beyond the year 2035; however, treatment capacity is currently the deciding factor in determining a level of significant impact on the City's Water System. The City has adequate water rights to supply anticipated demand on the project site at buildout. New water supply system infrastructure would be coordinated with development as it occurs throughout the City, and all necessary infrastructure would be put in place to serve projects on a case by case basis. The proposed project would be required to contribute towards its share of expanding the water treatment facility to accommodate increases in flow through the system, thus water supply impacts would be less than significant.

c) See Section VIII: Hydrology and Water Quality

f,g) Solid Waste. The City of Sacramento, Department of Public Works, Solid Waste Division currently collects most of the solid waste in the project vicinity. Waste generated within the City is taken to a transfer station, where a private contractor provides disposal to appropriate landfills consistent with federal, state, and local statutes and regulations. The proposed project would not result in growth beyond that anticipated in the general plan and solid waste disposal projections.

State Assembly Bill 939 (AB 939) requires all cities to develop a source reduction and recycling program to achieve a 25 percent reduction of solid waste by 1995 and a 50 percent reduction by the year 2000. To comply with the AB 939 requirements, the City of Sacramento amended its comprehensive Zoning Ordinance to include a Recycling and Solid Waste Disposal Regulations section. The Recycling and Solid Waste Disposal Regulations call for all public/quasi-public developments to create a recycling program which includes a flow chart depicting the routing of recycled materials and a site plan specifying the designing components and storage locations associated with recycling efforts. The proposed project would result in less than significant solid waste impacts.

Section XVII: Mandatory Findings of Significance

Does the project have:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) The potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?		X		
b) Impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects).		X		
c) Environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Discussion of Checklist Answers:

a) The proposed project is located in urban land habitat, and there are no wetlands or special status wildlife or plant species on the site. Mitigation for Heritage Tree impacts will reduce potentially significant impacts to an existing heritage fan palm tree to less than significant. There is also a low to moderate possibility of identifying historic period archaeological deposits within the project area; however, the incorporation of Mitigation Measure V-1a and V-1b would reduce such impacts to less than significant.

b) The proposed project, in conjunction with planned development in the vicinity, will result in a cumulatively adverse impact on local traffic. A mitigation measure has been incorporated to mitigate the 10th and Stockton intersection to meet City standards. This impact is less than significant with mitigation. The project is also located within the Combined Sewer System, and project contributions to the system would have an adverse cumulative effect. A mitigation measure has been incorporated to meet the Department of Utilities requirements, and the impact is less than significant with mitigation.

c) There are no other impacts, other than the traffic and CSS impacts identified above, that would cause substantial effects on human beings.

APPENDIX A

MITIGATION MONITORING PLAN

DRAFT
MITIGATION MONITORING PLAN
REGENT PLACE

SACRAMENTO, CALIFORNIA

Prepared By
Gail Ervin Consulting

For the
City of Sacramento and
Sacramento Housing and
Redevelopment Agency

Sacramento
Housing &
Redevelopment
Agency

May 19, 2005

DRAFT MITIGATION MONITORING PLAN

REGENT PLACE

The California Environment Quality Act (CEQA) as amended by Chapter 1232 (California 1988: implementing AB 3180, 1988) provides that a decision making body "shall adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of approval in order to mitigate or avoid significant effects on the environment."

The purpose of this mitigation monitoring and reporting plan is to ensure compliance with and effectiveness of the mitigation measures set forth in the Mitigated Negative Declaration for Regent Place.

The requirements of this MMP run with the real property that is the subject of the project and successive heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted MMP. Prior to any lease, sale, transfer, or conveyance of any portion of the real property that is the subject of the project, the Developer shall provide a copy of the adopted MMP to the prospective lessee, buyer, transferee, or one to whom the conveyance is made. The Developer or any successive heir shall not be relieved of its obligations under the MMP if the Developer or any successive heir conveys any interest in the site unless the Agency and City agree in writing to relieve the Developer or any successive heir's obligations.

The City of Sacramento Development Services Department will be responsible maintaining records of compliance with this program for the City of Sacramento and Redevelopment Agency. All records shall be maintained in the Regent Place Mitigation Monitoring Plan file at the Development Services Department at 1231 I Street, Third Floor, Sacramento.

IV: BIOLOGICAL RESOURCES

Impact IV-1 Heritage Trees

Mitigation:

IV-1 The project applicant shall either transplant the existing 33" dbh fan palm into the new median in Stockton Blvd or at an alternate location, or replace the existing tree with an appropriate species and at an appropriate replacement ratio, per the review and approval of the City Arborist.

MITIGATION PROCEDURE		VERIFICATION PROCEDURE
The developer shall provide landscape plans that identify the placement of the heritage palm, or the spacing and appropriate species of replacement trees for approval by the City Arborist prior to the issuance of construction permits. The tree(s) and any required protection methods shall be identified on all construction plans for this project.		Building Division shall verify approval by the City Arborist prior to issuing building permits.
Checked by:	Date:	Checked by:
Comments:		Date:

V: CULTURAL RESOURCES

Impact V-1 Loss or degradation undiscovered prehistoric and historic resources.

Mitigation:

V-1a. Foremen and key members of major excavation, trenching, and grading for sites preparation shall be instructed to be wary of the possibility of destruction of buried cultural resource materials. They shall be instructed to recognize signs of prehistoric use and their responsibility to report any such finds (or suspected finds) immediately, as specified by measure V-1b below, so damage to such resources may be prevented.

V-1b. Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any development activities, all work within 20 meters of the find shall be suspended and a qualified archaeologist shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less than significant level before construction continues. Such measures could include (but would not be limited to) researching and identifying the history of the resource(s), mapping the locations, and photographing the resource. In addition, pursuant to Section 5097.98 of the State Public Resources Code, and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of any human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

MITIGATION PROCEDURE		VERIFICATION PROCEDURE
The City of Sacramento shall include the condition in the project's construction permits. Contractor shall contact the City Preservation Director if resources are encountered. Compliance with all city conditions and mitigation measures shall be required in the DDA.		The City's Building Division shall verify compliance during construction, prior to issuance of the occupancy permit.
Checked by:	Date:	Checked by:
Comments:		Date:

XV: TRANSPORTATION/TRAFFIC

Impact XV-1 Intersections

Mitigation:

XV-1 The signal, along with all necessary striping to install the signal and have the intersection operate property, shall be included in the off site improvement plans and installed by the developer to the satisfaction of the City Traffic Engineer.

MITIGATION PROCEDURE		VERIFICATION PROCEDURE
The City Traffic Engineer shall approve the off-site improvement plans prior to issuance of the building permit. Compliance with all city conditions and mitigation measures will be required in the DDA.		The City's Building Division shall verify compliance during construction, prior to issuance of the occupancy permit. Applicant shall submit copy of construction conditions to the Regent Place Manager, SHRA.
Checked by:	Date:	Checked by:
Comments:		Date:

XVI: UTILITIES AND SERVICE SYSTEMS

Impact XVI-1 Wastewater

Mitigation:

XVI-1 If mitigation of system-wide impacts to less-than-significant levels cannot be accomplished by the mitigation plan, the project sponsor shall enter into a Mitigation Agreement with the City, which shall be approved by the City of Sacramento Department of Utilities prior to the issuance of building permits. Such an agreement would include, but is not limited to the following:

1) Agreement to pay any and all associated CSS impact fees based on a development's fair share of cost to implement the CSS improvement projects.

2) Waiver of all rights to protest future fees, assessment districts, Mello Roos districts, etc.

3) Consent to all conditions by any lien holder.

MITIGATION PROCEDURE		VERIFICATION PROCEDURE
The applicant shall work with the Department of Utilities to mitigate impacts to the CSS. If mitigation of impacts is not practical as determined by Utilities, the applicant shall pay a mitigation fee as determined by Utilities.		Building Division shall verify on-site mitigation or fee payment with the City Utilities Department prior to issuing occupancy permits. Applicant shall provide verification of payment of fees to Regent Place, City Department of Utilities and SHRA.
Checked by:	Date:	Checked by:
Comments:		Date:

APPENDIX B

ARBORIST REPORT

CONNOR ARBORIST SERVICES
Post Office Box 277754
Sacramento, California 95827-7754
Phone (916) 726-1427 Fax (916) 484-1023

March 11, 2005

Gail Ervin
Gail Ervin Consulting
8561 Almond Bluff Ct.
Orangevale CA 95662-4419

Re: Arborist report for Regent's Place Project, Sacramento

Dear Ms. Ervin,

This report describes the condition and size of trees growing on the Regent's Place property on Stockton Blvd in Sacramento. The property is a large vacant lot with scattered trees, both native and non-natives.

The trees were measured and rated for structure and health. Possible ratings range from good to fair to poor with gradations in between. It should be noted that "fair" is an average rating for all trees and that "natural" trees, grown without arboricultural care, tend to have slightly lower ratings. This report refers to tree tag numbers attached to the tree trunks. Recommendations for optimum health and safety are included for each tree. Proper pruning and other treatments can improve both the structure and health of trees as well as enhancing their beauty.

Please feel free to call me if you have any questions or concerns regarding this report.

Sincerely,

Lani Houck

Lani Houck, I.S.A Certified Arborist #6494

Tree #:1 Canary island Date palm *Phoenix canariensis*
DBH: 27"
Dripline radius: 14'
Structure: good
Vigor: fair
Dripline environment: vacant lot
Recommendations: no work necessary

Tree #:2 California fan palm *Washingtonia filifera*
DBH: 30"
Dripline radius: 10'
Structure: good
Vigor: fair
Dripline environment: vacant lot
Recommendations: no work necessary

Tree #:3 California fan palm *Washingtonia filifera*
DBH: 33"
Dripline radius: 10'
Structure: good
Vigor: fair
Dripline environment: vacant lot
Recommendations: no work necessary

Tree #:4 Plum *Prunus sp.*
DBH: multiple 4-1" trunks
Dripline radius: 14'
Structure: fair to poor, weak primary crotch
Vigor: fair, above average amount of deadwood
Dripline environment: vacant lot
Recommendations: no work necessary

Tree #:5 London Plane *Platanus x acerifolia*
DBH: 18"
Dripline radius: 24'
Structure: fair, areas of swelling on lower trunk
Vigor: fair to poor, sparse canopy, anthracnose
Dripline environment: vacant lot, fence, building
Recommendations: prune

Tree #:6 Coast live oak *Quercus agrifolia*
DBH: 3"
Dripline radius: 6'
Structure: good
Vigor: good to fair
Dripline environment: vacant lot, concrete over root crown, fence line
Recommendations: no work necessary

Tree #:7 Pecan *Carya illinoensis*
DBH: 23"
Dripline radius: 35'
Structure: fair to poor, co-dominant from weak crotch
Vigor: fair
Dripline environment: vacant lot, fence, debris
Recommendations: prune

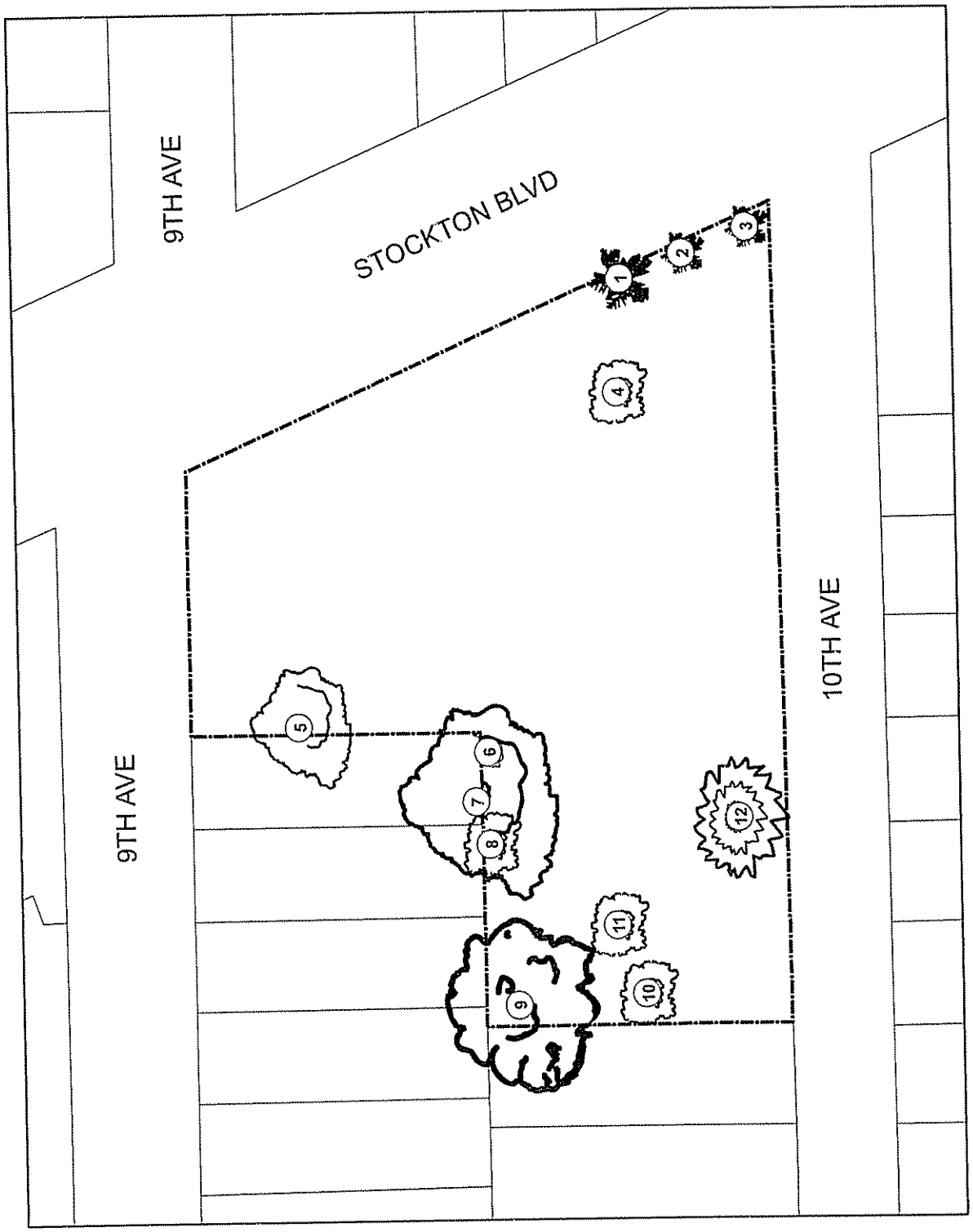
Tree #:8 Plum *Prunus sp.*
DBH: multiple 4-1" trunks
Dripline radius: 15'
Structure: fair to poor, weak primary crotch
Vigor: fair
Dripline environment: vacant lot
Recommendations: no work necessary

Tree #:9 Chinese elm *Ulmus parvifolia*
DBH: 11,11,10,9,9,8,8"
Dripline radius: 36'
Structure: poor, weak primary crotches, broken limbs and deadwood
Vigor: fair
Dripline environment: vacant lot, near fence line
Recommendations: remove or isolate due to hazard

Tree #:10 Plum *Prunus sp.*
DBH: multiple 4-1" trunks
Dripline radius: 14'
Structure: fair to poor, weak primary crotch
Vigor: fair to poor. above average amount of deadwood
Dripline environment: vacant lot
Recommendations: no work necessary

Tree #: 11 Plum *Prunus sp.*
DBH: multiple 4-1" trunks
Dripline radius: 13'
Structure: fair to poor, weak primary crotch
Vigor: fair to poor, above average amount of deadwood
Dripline environment: vacant lot
Recommendations: no work necessary

Tree #: 12 Catalpa *Catalpa bignonoides*
DBH: 21" at 3'
Dripline radius: 22'
Structure: fair to poor, large trunk wounds, broken branches
Vigor: poor, sparse canopy, above average amount of deadwood, cambium dieback
Dripline environment: vacant lot
Recommendations: remove or isolate due to poor health



Source: Ervin Consulting 2005

TREE LOCATIONS

APPENDIX C

TRANSPORTATION AND CIRCULATION ANALYSIS

INTRODUCTION

This Transportation and Circulation section discusses transportation and circulation conditions associated with the Regent Place project. The analysis includes consideration of automobile traffic impacts on roadway capacity, transit impacts, bicycle impacts, and pedestrian impacts. Quantitative analyses of a.m. and p.m. peak hour conditions have been conducted for the following scenarios:

- Existing
- Baseline without Project
- Baseline with Project

PROPOSED PROJECT

As illustrated in Figure 1, the project site is located west of Stockton Boulevard and south of Broadway in the Oak Park area of the City of Sacramento.

The proposed project is a four story multi-use building. On the top floor, 18 residential units are proposed, consisting of penthouse suites. The second and third floor consists of 52,240 square feet of office space. The first floor consists of 23,660 square feet of retail space.

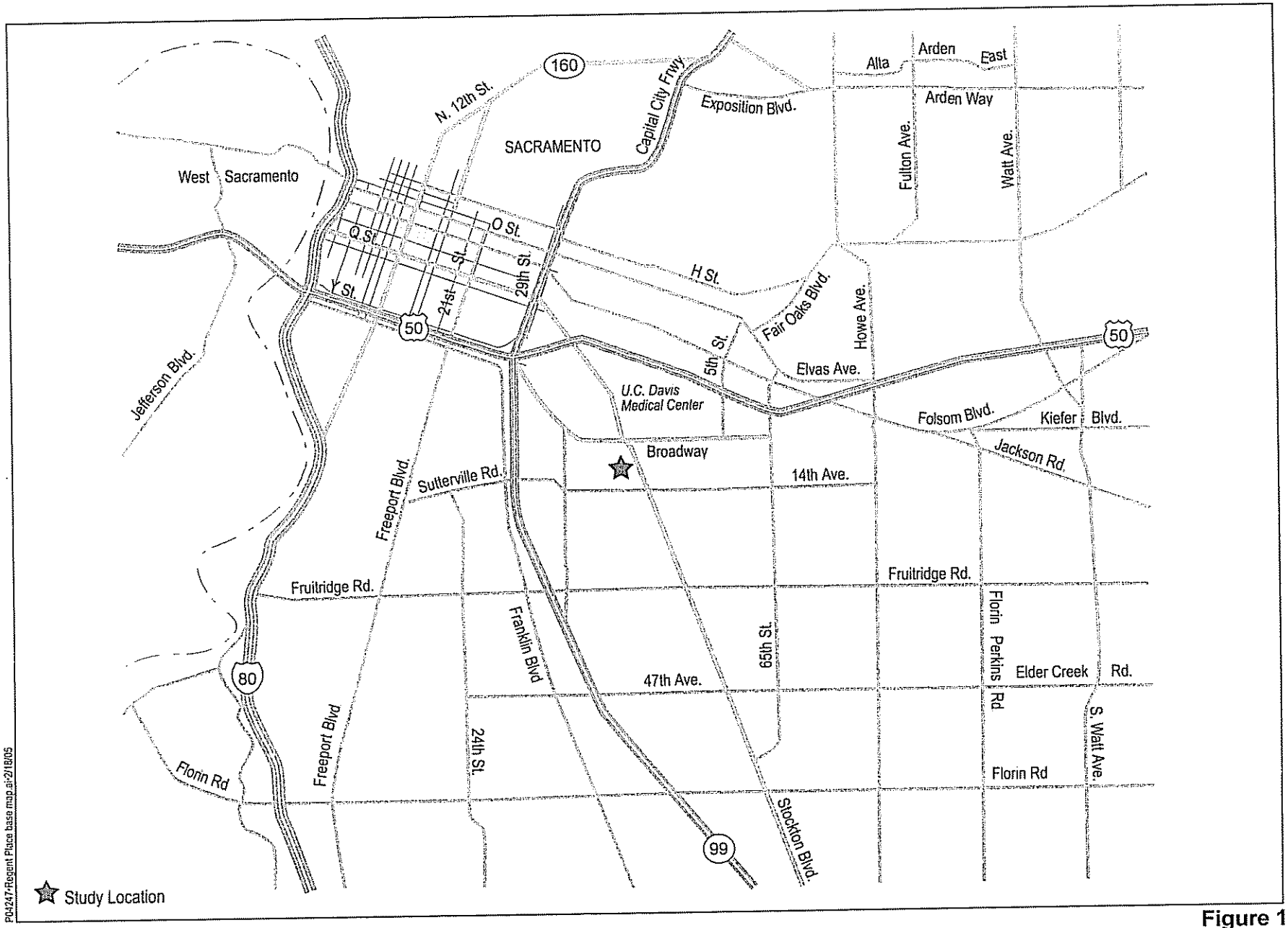
Access to the site is proposed via 9th Avenue and 10th Avenue west of Stockton Boulevard as illustrated on Figure 2. The site roadway system will provide an internal connection through the site between 9th Avenue and 10th Avenue. On site parking is provided both at street level and underground.

ENVIRONMENTAL SETTING

Figure 1 illustrates the roadway system near the project site.

ROADWAY SYSTEM - REGIONAL ACCESS

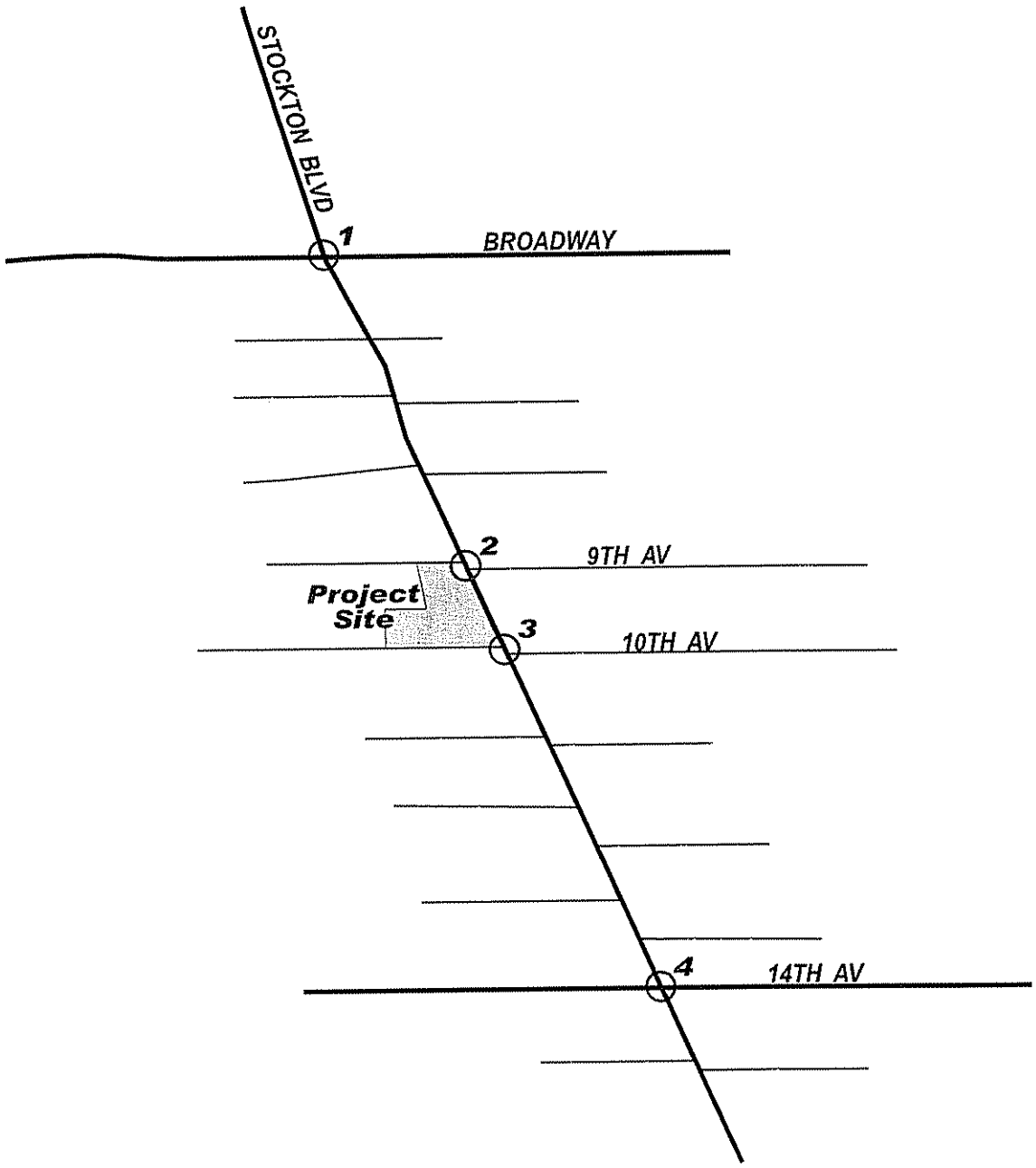
Regional automobile access to the site is provided primarily by the State Route 99 freeway located about a mile west of the site. SR-99 is a north-south state highway extending from Redding to the north to Bakersfield to the south. SR-99 is an eight-lane freeway in the site vicinity. To the north, it provides access to US-50. Near the site, SR-99 has a full interchange at 12th Avenue. US-50 is an east-west interstate freeway extending from Sacramento to the west to Washington DC to the east. US-50 is an eight-lane freeway in the site vicinity. To the west, it provides access to SR-99. Near the site, US-50 has a partial interchange at Stockton Boulevard.



P04247-Regent Place base map.ai-2/18/05

DKS *Associates*
TRANSPORTATION SOLUTIONS

Figure 1
Study Location



LEGEND

1 - Study Intersection & Number

DKS Associates
TRANSPORTATION SOLUTIONS

NO SCALE

Figure 2
STUDY AREA

ROADWAY SYSTEM - LOCAL ACCESS

Direct access to the site is provided via 9th Avenue and 10th Avenue. Other roadways providing site access include Stockton Boulevard, Broadway and 14th Avenue.

Stockton Boulevard is a north-south roadway that forms the eastern boundary of the site. To the south, Stockton Boulevard extends to SR-99. To the north, Stockton Boulevard extends to Broadway, the UC Davis Medical Center and downtown Sacramento. In the site vicinity, Stockton Boulevard has two travel lanes in each direction with bike lanes. There is no on street parking. Stockton Boulevard has signalized intersections at Broadway and 14th Avenue. There is a signalized pedestrian crossing on Stockton Boulevard located mid-block between 9th Avenue and 10th Avenue.

Broadway is a four-lane east-west arterial street. Broadway extends northwesterly from Stockton Boulevard toward downtown Sacramento. Broadway also extends easterly from Stockton Boulevard to 65th Street.

14th Avenue is a two-lane east-west arterial street. 14th Avenue extends westerly from Stockton Boulevard toward the 12th Street interchange with SR-99. 14th Avenue also extends easterly from Stockton Boulevard to Power Inn Road.

9th Avenue is a two-lane east-west local street. The east and west sections are off set at the Stockton Boulevard intersection. It is controlled by stop signs at the Stockton Boulevard intersection. Ninth Avenue has on street parking.

10th Avenue is a two-lane east-west local street. The east and west sections are off set at the Stockton Boulevard intersection. It is controlled by stop signs at the Stockton Boulevard intersection. Tenth Avenue has speed humps and on street parking.

PEDESTRIAN SYSTEM

Sidewalks are provided on the roadways immediately adjacent to the site. There is a signalized pedestrian crossing on Stockton Boulevard located mid-block between 9th Avenue and 10th Avenue.

BICYCLE SYSTEM

A Sacramento City / County Bicycle Task Force developed a 2010 Bikeway Master Plan for the region. The Master Plan is a policy document that was prepared to coordinate and develop a bikeway system that will benefit and serve the recreational and transportation needs of the public. Officially designated bicycle facilities are classified as follows:

Class I: Off-street bike trails or paths which are physically separated from streets or roads used by motorized vehicles.

Class II: On street bike lanes with signs, striped lane markings, and pavement legends

Class III: On-street bike routes marked by signs and shared with motor vehicles and pedestrians. Optional four-inch edge lines painted on the pavement.

The primary existing bikeway near the site is the Class II on street bike lanes on Stockton Boulevard. The other existing bikeway in the immediate site vicinity is an on-street facility on Broadway. Class II on-street bike lanes are proposed on 14th Avenue from Stockton Boulevard to Power Inn Road, near the site.

TRANSIT SYSTEM

The Sacramento Regional Transit District (RT) operates 80 bus routes and 26.9 miles of light rail covering a 418 square-mile service area. Buses and light rail run 365 days a year using 76 light rail vehicles, 258 buses powered by compressed natural gas (CNG) and 17 shuttle vans. Buses operate daily from 5:00 a.m. to 11:30 p.m. every 15 to 60 minutes, depending on the route. Light rail trains operate from 4:30 a.m. to 1:00 a.m. daily with service every 15 minutes during the day and every 30 minutes in the evening.

Regional Transit bus routes 50E and 51 operate near the site on Stockton Boulevard from Florin Mall to downtown Sacramento.

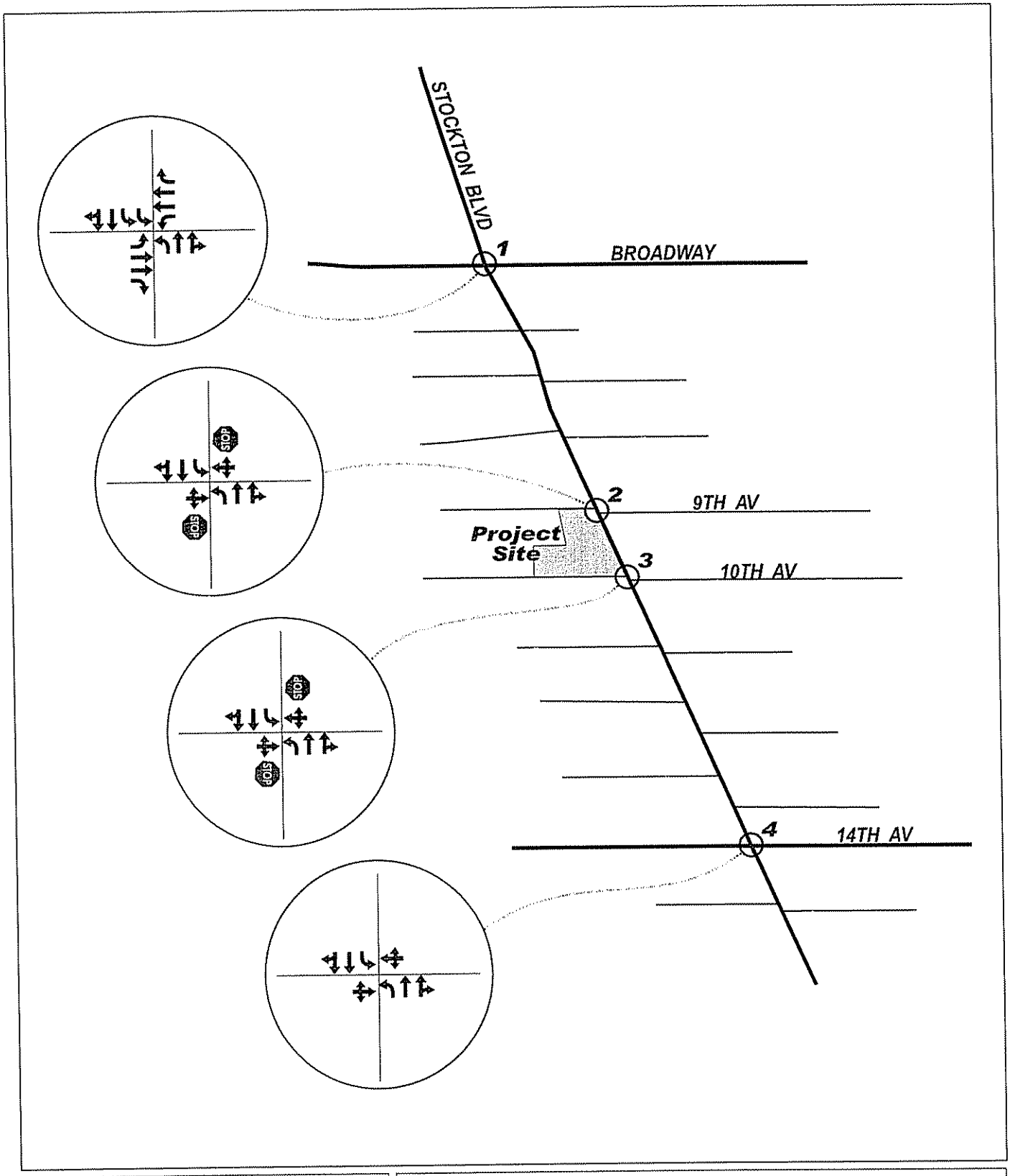
STUDY AREA

For traffic analysis purposes, a set of intersections were selected based upon the anticipated volume and distributional patterns of project traffic. The following locations, illustrated in Figure 3, were identified:

- Intersections

  1. Stockton Boulevard and Broadway (signalized)
  2. Stockton Boulevard and 9th Avenue (un-signalized)
  3. Stockton Boulevard and 10th Avenue (un-signalized)
  4. Stockton Boulevard and 14th Avenue (signalized)

Figure 3 illustrates existing intersection geometry.



LEGEND

- ○ - Study Intersection
- ← - Existing Lane Configuration
- STOP - Stop Sign Controlled

DKS Associates
TRANSPORTATION SOLUTIONS

NO SCALE

Figure 3
EXISTING GEOMETRY

REGULATORY SETTING

Roadway operations are regulated by agencies with jurisdiction of the particular roadway. All study area roadways are under the jurisdiction of the City of Sacramento.

EXISTING TRAFFIC CONDITIONS

EXISTING PEAK-HOUR TRAFFIC VOLUMES

The existing traffic volumes at the study area intersections were counted during the a.m. and p.m. commuter periods (7:00 to 9:00 a.m. and 4:00 to 6:00 p.m.) on Wednesday, January 5, 2005. Peak hour intersection traffic volume data is illustrated in Figure 4.

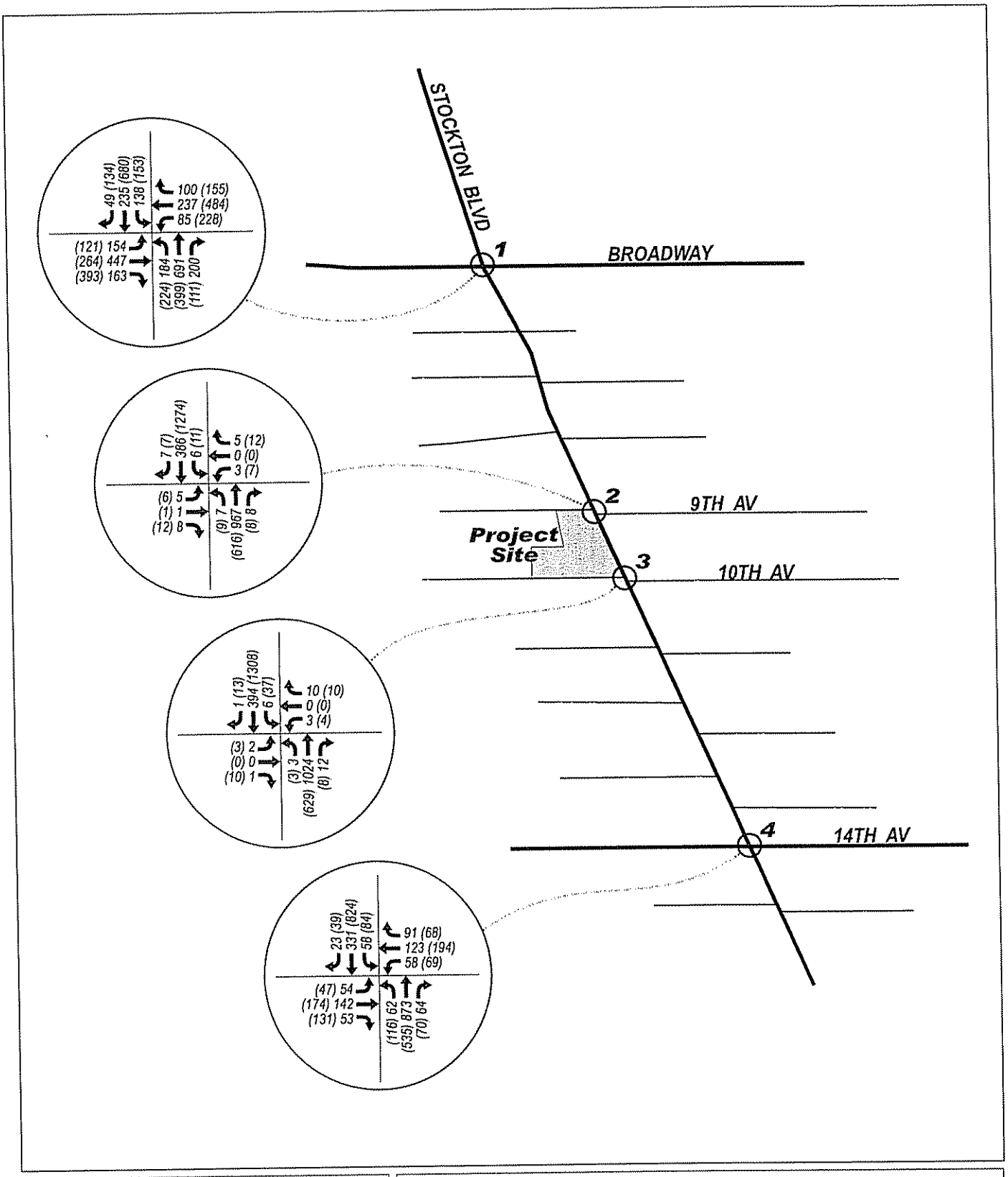
METHODOLOGY

Field reconnaissance was undertaken to ascertain the traffic control characteristics of each of the study area intersections. Determination of roadway operating conditions is based upon comparison of known or projected traffic volumes during peak hours to roadway capacity. In an urban setting, roadway capacity is generally governed by intersection characteristics, and intersection delay is used to determine "levels of service." Levels of service describe roadway-operating conditions. Level of service is a qualitative measure of the effect of a number of factors, including speed and travel time, traffic interruptions, freedom to maneuver, safety, driving comfort and convenience, delay, and operating costs. Levels of service are designated "A" through "F" from best to worst, which cover the entire range of traffic operations that might occur. Levels of Service (LOS) "A" through "E" generally represent traffic volumes at less than roadway capacity, while LOS "F" represents over capacity and / or forced flow conditions.

The City of Sacramento General Plan includes a goal of maintaining LOS "C" throughout the roadway network. Because of the constraints of existing development in the City, and because of other environmental concerns, this goal cannot always be met.

Intersection Analysis

Intersection analyses were conducted using a methodology outlined in the Transportation Research Board's Special Report 209, *Highway Capacity Manual*, 2000. The methodology utilized is known as "operational analysis." This procedure calculates an average control delay per vehicle at an intersection, and assigns a level of service designation based upon the delay. The method also provides a calculation of the volume-to-capacity (v/c) ratio of the critical movements at signalized intersections. Tables 1 and 2 present the level of service criteria for signalized and unsignalized intersections, respectively.



LEGEND

○ - Study Intersection

⟵ AM(PM) - Peak Hour Traffic Volumes

DKS Associates
TRANSPORTATION SOLUTIONS

NO SCALE

Figure 4
EXISTING
AM/PM PEAK HOUR
TRAFFIC VOLUMES

Traffic Signal Warrant Analysis

Study area unsignalized intersections were evaluated to determine if traffic signals are appropriate under year 2005 conditions, with or without the project. The investigation of the need for a traffic signal is commonly referred to as "warrant analysis." This study specifically considered Warrant 3, Peak Hour, as defined by the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, 2003 Edition,* and as modified by Caltrans' *MUTCD 2003 California Supplement*. Warrant 3 includes two parts – A and B. Part A considers side street delay, number of traffic lanes, number of intersection approaches, and peak hour traffic volumes. Part B considers community size, major street travel speed, number of traffic lanes, and peak hour traffic volumes. If the criteria of either Part A or Part B are met, then a traffic signal is warranted.

RESULTS OF PEAK HOUR ANALYSIS

Intersection Operations

Table 3 summarizes the existing a.m. and p.m. peak hour operating conditions at the study area intersections. At unsignalized intersections, the average intersection level of service is utilized to determine conformity with the City's goal. Individual movements may operate at worse levels of service. All of the intersections currently meet the City's level of service "C" goal.

Traffic Signal Warrant Analysis

Traffic signal warrant analysis was conducted at the unsignalized intersections on Stockton Boulevard at 9th Avenue and 10th Avenue. Traffic signal warrants are a series of criteria that should be met before a traffic signal is installed. Utilizing the peak hour warrant, the intersections do not warrant a traffic signal.

TABLE 1
LEVEL OF SERVICE CRITERIA
SIGNALIZED INTERSECTIONS

Level of Service (LOS)	Control Delay Per Vehicle (seconds)	Description
A	≤ 10.0	Very low control delay. Occurs when progression is extremely favorable and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.
B	> 10.0 and ≤ 20.0	Generally occurs with good progression, short cycle lengths, or both. More vehicles stop than with LOS "A," causing higher levels of average delay.
C	> 20.0 and ≤ 35.0	These higher delays may result from fair progression, longer cycle lengths, or both. Individual cycle failures may begin to appear at this level. The number of vehicles stopping is significant at this level, though many still pass through the intersection without stopping.
D	> 35.0 and ≤ 55.0	The influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high v/c ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
E	> 55.0 and ≤ 80.0	These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent occurrences.
F	> 80.0	This level, considered to be unacceptable to most drivers, often occurs with oversaturation, that is, when arrival flow rates exceed the capacity of the intersection. It may also occur at high v/c ratios below 1.0 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing causes to such delay levels.

Source: *Highway Capacity Manual, Transportation Research Board, Special Report No. 209, Washington, D.C., 2000.*

TABLE 2 LEVEL OF SERVICE CRITERIA UNSIGNALIZED INTERSECTIONS	
Level of Service (LOS)	**Total Delay Per Vehicle (seconds)**
A	≤ 10
B	> 10 and ≤ 15
C	> 15 and ≤ 25
D	> 25 and ≤ 35
E	> 35 and ≤ 50
F	> 50

Source: *Highway Capacity Manual, Transportation Research Board, Special Report No. 209, Washington, D.C., 2000.*

TABLE 3 EXISTING INTERSECTION OPERATING CONDITIONS				
	A.M. Peak Hour		**P.M. Peak Hour**	
Intersection	**LOS**	**Delay (Seconds)**	**LOS**	**Delay (Seconds)**
Broadway / Stockton Boulevard (signalized)	C	24.1	C	32.8
9th Avenue / Stockton Boulevard (two-way stop)	A/C	0.3/19.2	A/F	0.9/55.1
10th Avenue / Stockton Boulevard (two-way stop)	A/C	0.3/22.2	A/D	0.5/28.5
14th Avenue / Stockton Boulevard (signalized)	B	14.9	B	16.9

Unsignalized intersection shows average intersection /worst movement
Source: DKS Associates, 2005.

IMPACTS AND MITIGATION

METHOD OF ANALYSIS

This analysis assumes that the traffic associated with the project is fully additive to other traffic on the roadway system. For the baseline with project scenario, full development of the project is assumed to occur "instantaneously." In this manner, the traffic and impacts associated with the project can be directly compared to known and measured baseline conditions.

TRIP GENERATION

Trip generation of the proposed project is based upon information on trip generation compiled by the Institute of Transportation Engineers (*Trip Generation, Seventh Edition*).

As shown in Table 4, 18 residential units are proposed, consisting of penthouse suites (luxury condominiums).

TABLE 4
PROJECT VEHICULAR TRIP GENERATION

Land Use	ITE Land Use (Code)	Units	Vehicle Trips					
			A.M. Peak Hour			P.M. Peak Hour		
			Entering	Exiting	Total	Entering	Exiting	Total
Residential	Luxury Condos (233)	18	2	8	10	6	4	10
Office	Single Tenant Office (715)	52,240 ft^2	98	12	110	17	97	114
Retail	Shopping Center (820)	23,660 ft^2	40	26	66	107	135	242
Total			*140*	*46*	*186*	*130*	*236*	*366*

Source: DKS Associates, 2005, based on Trip Generation, Seventh Edition.

The second and third floor consists of 52,240 square feet of office space. A neighborhood shopping space is proposed on the ground floor adjacent to Stockton Boulevard.

Internal and Pass-By Trip Reduction

Studies have found that a portion of the trips generated in a mixed-use development will be captured internally to the site as people travel between uses, reducing impacts to the surrounding neighborhood. Based upon data contained in the ITE Trip Generation Handbook, mixed-use development trip reduction rates range between 2.5 and 10 percent in the p.m. peak hour. Data is not available for the a.m. peak hour. A five percent factor was applied to the total a.m. and p.m. peak hour trip generation and split equally between entering and exiting trips.

TABLE 5
INTERNAL AND PASSER BY TRIP REDUCTIONS

Trip Type	Rate	Vehicle Trips					
		A.M. Peak Hour			P.M. Peak Hour		
		Entering	Exiting	Total	Entering	Exiting	Total
Total		140	46	186	130	236	366
Internal	5%[1]	5	5	10	10	10	20
External		135	41	176	120	226	346
Pass-By	34%[1]	11	11	22	41	41	82
Net Trips		*124*	*30*	*154*	*79*	*185*	*264*

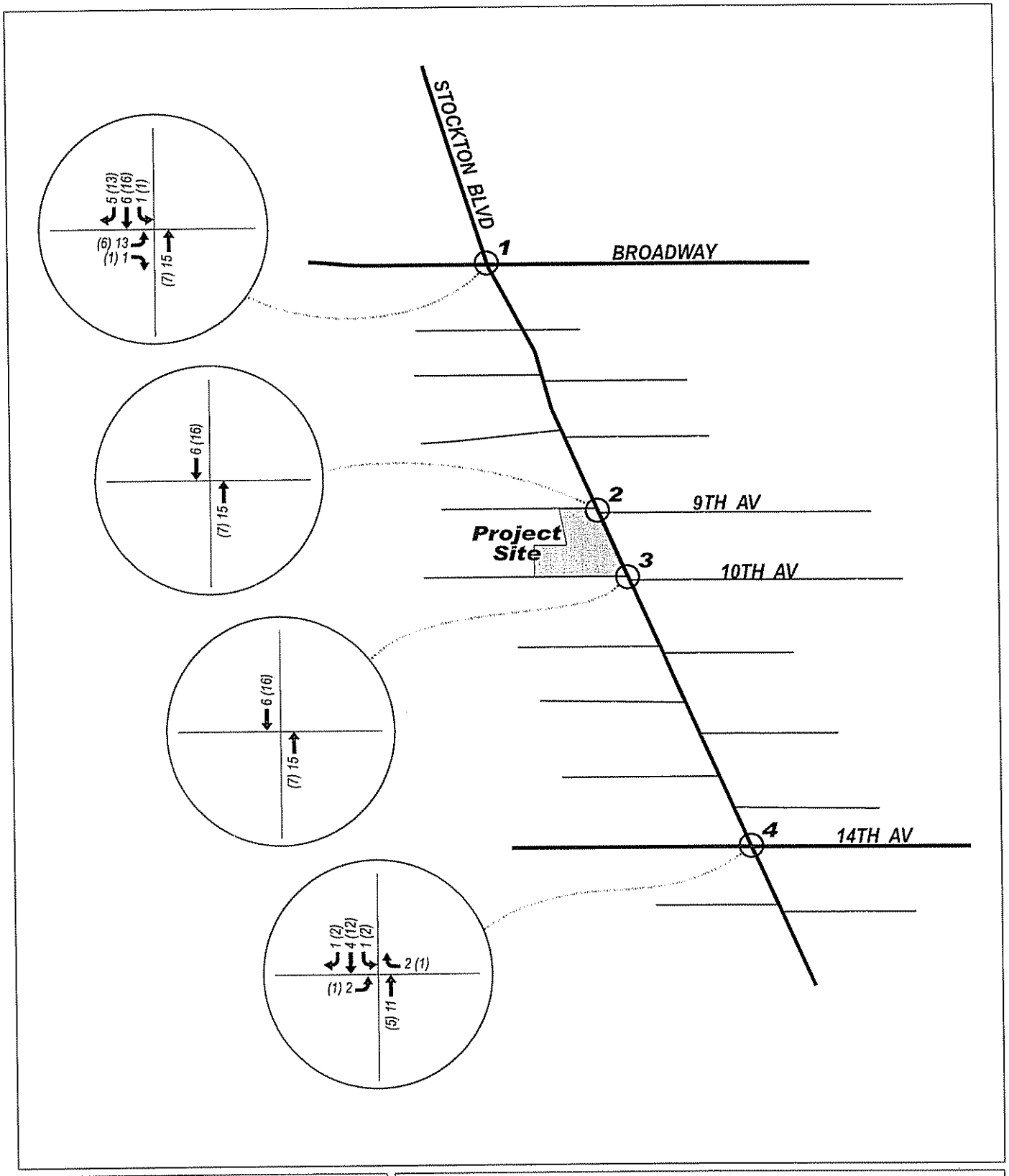
[1] Factor applied to total a.m. and p.m. peak hour trip generation and split equally between entering and exiting trips.

Source: DKS Associates, 2005, based on Trip Generation, Seventh Edition.

Typically, the total vehicular trips recorded at shopping centers are based on counts taken at the driveways to a center. Studies have found that a significant number of the vehicles entering the driveways of a shopping center would already be on the adjacent roadway, making a different trip. "Pass-by trips" are vehicle trips already traveling on the adjacent roadway system that are diverted into and out of the driveways serving the shopping center. Based upon data collected by ITE, the average number of pass-by trips at a shopping center is 34 percent during the p.m. peak hour. Data is not available for the a.m. peak hour or on a daily basis. The 34 percent factor was applied to the shopping center's trip generation for all time periods. In the traffic analysis, new (not pass-by) trips are assigned to the roadway network in accordance with the trip distribution. Pass-by trips are assigned at the driveway locations together with the new trips.

BASELINE PROJECT TRAFFIC VOLUMES

Traffic impact studies often consider the traffic of other development projects in the site vicinity if such projects have been approved and are under construction or have a high probability of implementation. The two known baseline projects within the study area at the time this analysis commenced were the UC Davis Surgery and Emergency building and the UC Davis Educational building. These volumes are depicted in Figure 5 and 6.



LEGEND

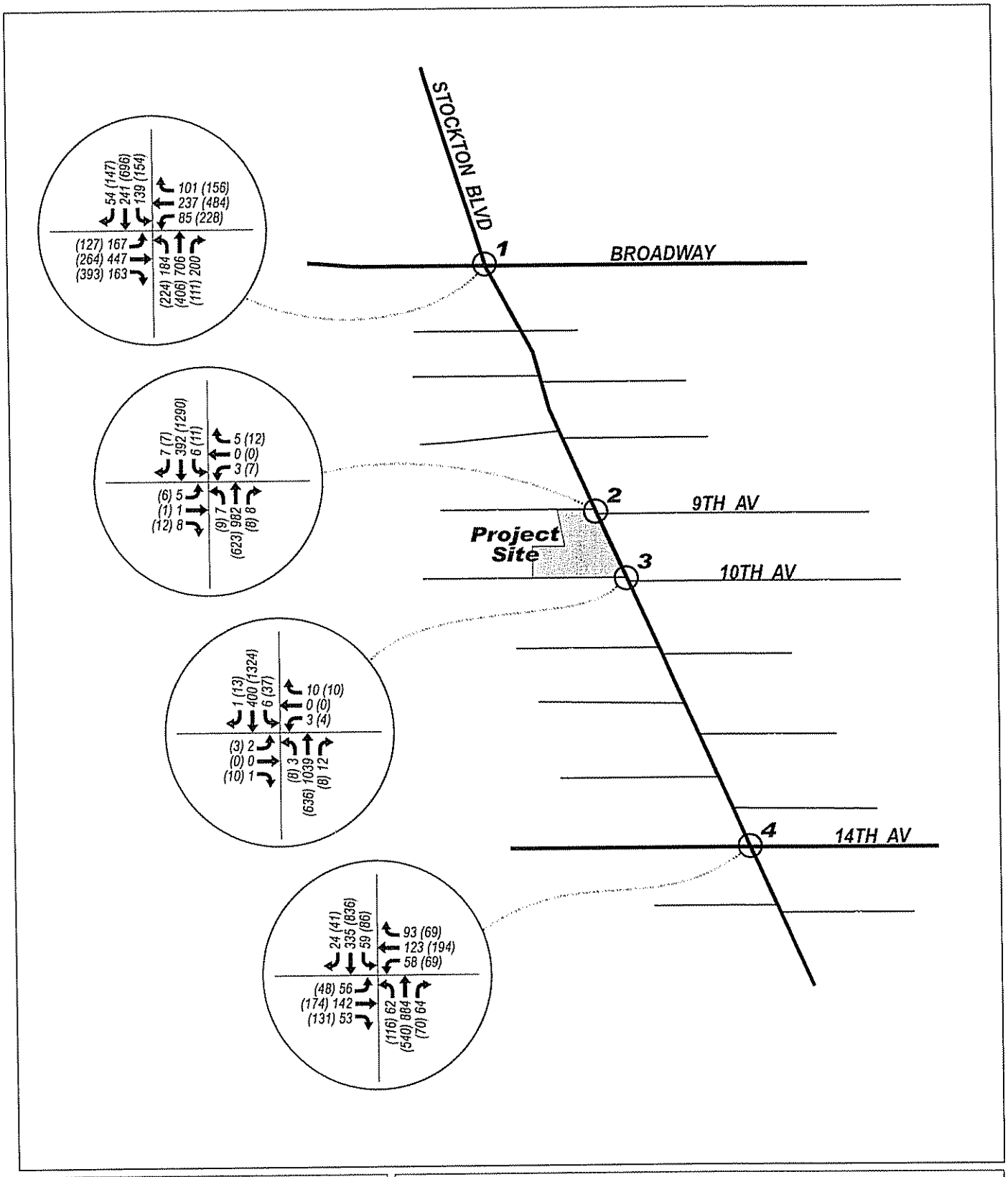
◯ - Study Intersection

⟵ AM(PM) - Peak Hour Traffic Volumes

DKS Associates
TRANSPORTATION SOLUTIONS

NO SCALE

Figure 5
BASELINE
AM/PM PEAK HOUR
TRAFFIC VOLUMES



LEGEND

◯ - Study Intersection

⟵ AM(PM) - Peak Hour Traffic Volumes

DKS *Associates*
TRANSPORTATION SOLUTIONS

NO SCALE

Figure 6
EXISTING PLUS BASELINE AM/PM PEAK HOUR TRAFFIC VOLUMES

TRIP DISTRIBUTION AND ASSIGNMENT

The distribution of trips associated with the project was derived utilizing observations of travel patterns near the site and knowledge of the proposed access locations associated with the project. Figure 7 illustrates the traffic distributions for all uses.

The project trip generation volumes and trip distribution patterns are utilized to assign vehicle trips to the study area roadway network. Figure 8 and 9 show the project only and baseline plus project traffic volumes on study area roadways.

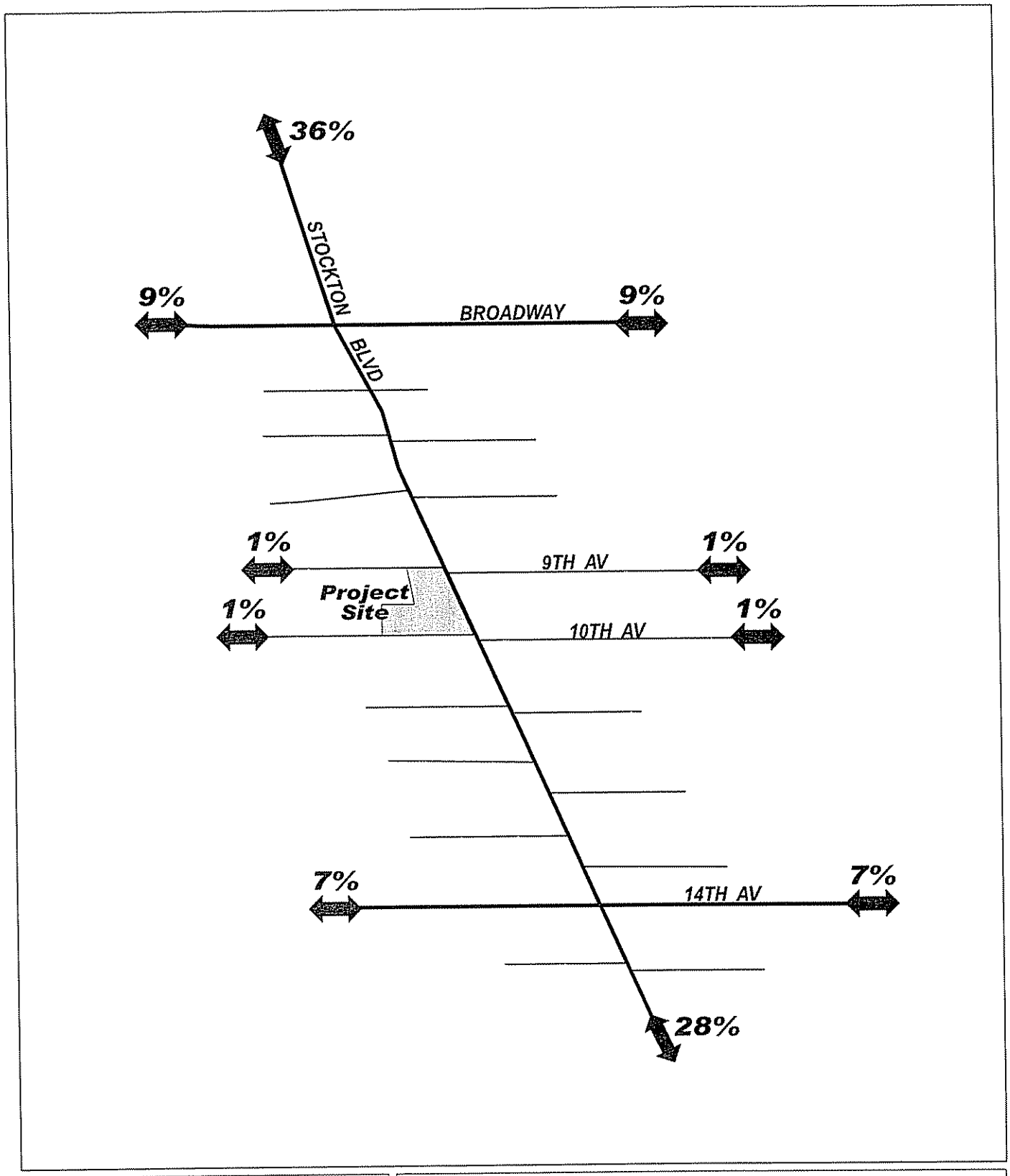
BASELINE AND BASELINE PLUS PROJECT INTERSECTION OPERATIONS

Table 6 summarizes the a.m. and p.m. peak hour operating conditions. At unsignalized intersections, the average intersection level of service is utilized to determine conformity with the City's goal. Individual movements may operate at worse levels of service. All of the intersections meet the City's level of service "C" goal with the exception of the unsignalized intersection of Stockton Boulevard and 10th Avenue. The intersection operates at LOS "E" in the p.m. peak hour.

TABLE 6
BASELINE AND BASELINE PLUS PROJECT INTERSECTION OPERATING CONDITIONS

Intersection	Baseline		Plus Project	
	LOS	Delay (Seconds)	LOS	Delay (Seconds)
A.M. Peak Hour				
Broadway / Stockton Boulevard (signalized)	C	24.6	C	25.1
9th Avenue / Stockton Boulevard (two-way stop)	C/A	0.3/19.6	A/C	0.4/22.0
10th Avenue / Stockton Boulevard (two-way stop)	C/A	0.3/23.0	A/E	1.6/36.9
14th Avenue / Stockton Boulevard (signalized)	B	15.0	B	15.2
P.M. Peak Hour				
Broadway / Stockton Boulevard (signalized)	C	33.5	C	34.1
9th Avenue / Stockton Boulevard (two-way stop)	A/F	1.0/59.1	C/F	15.4/456.5
10th Avenue / Stockton Boulevard (two-way stop)	A/D	0.5/29.2	**E/F**	**40.2/487.0**
14th Avenue / Stockton Boulevard (signalized)	B	17.0	B	17.6

Unsignalized intersection shows average intersection /worst movement
Source: DKS Associates, 2005.



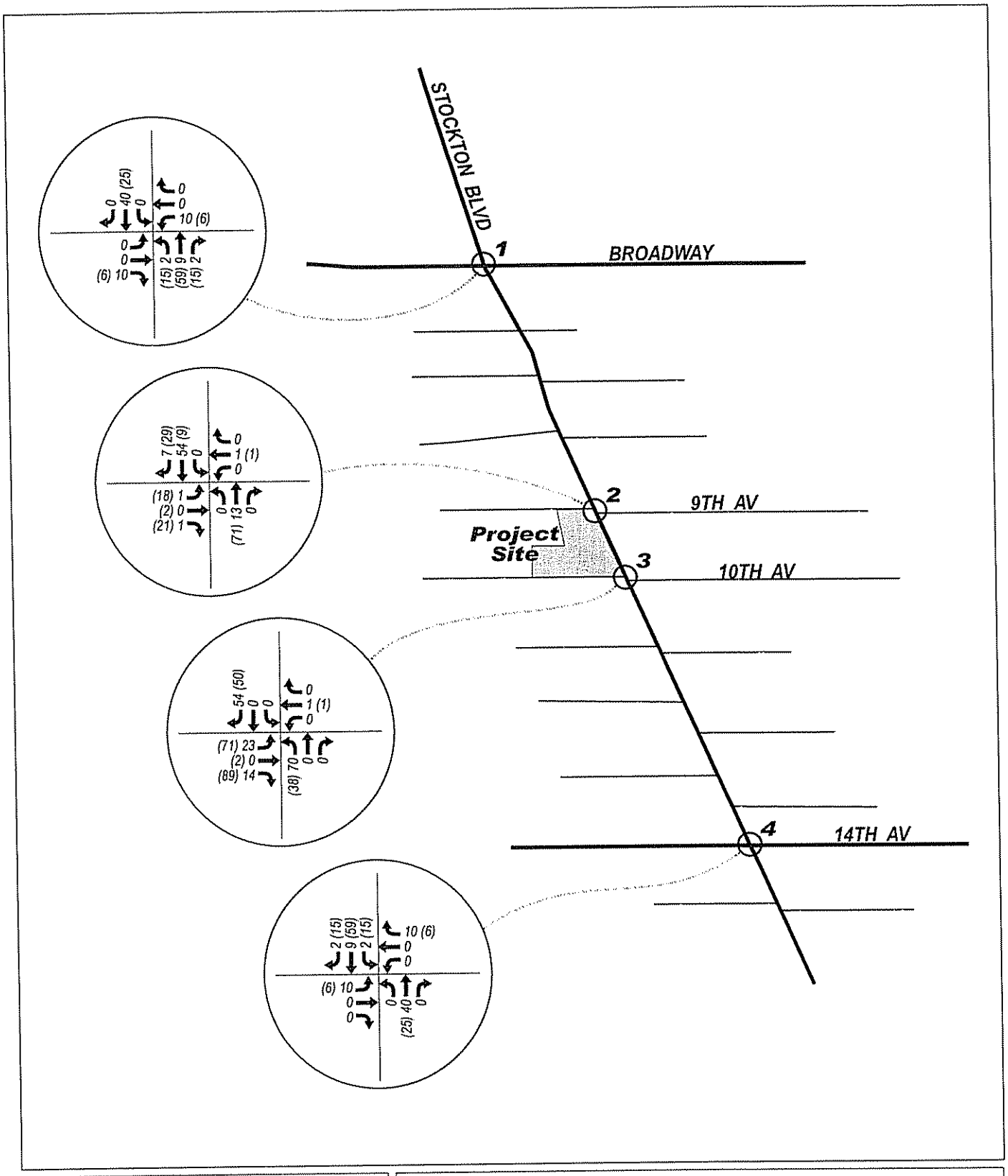
LEGEND

0% - Distribution Percentage

DKS Associates
TRANSPORTATION SOLUTIONS

NO SCALE

Figure 7
PROJECT DISTRIBUTION



LEGEND

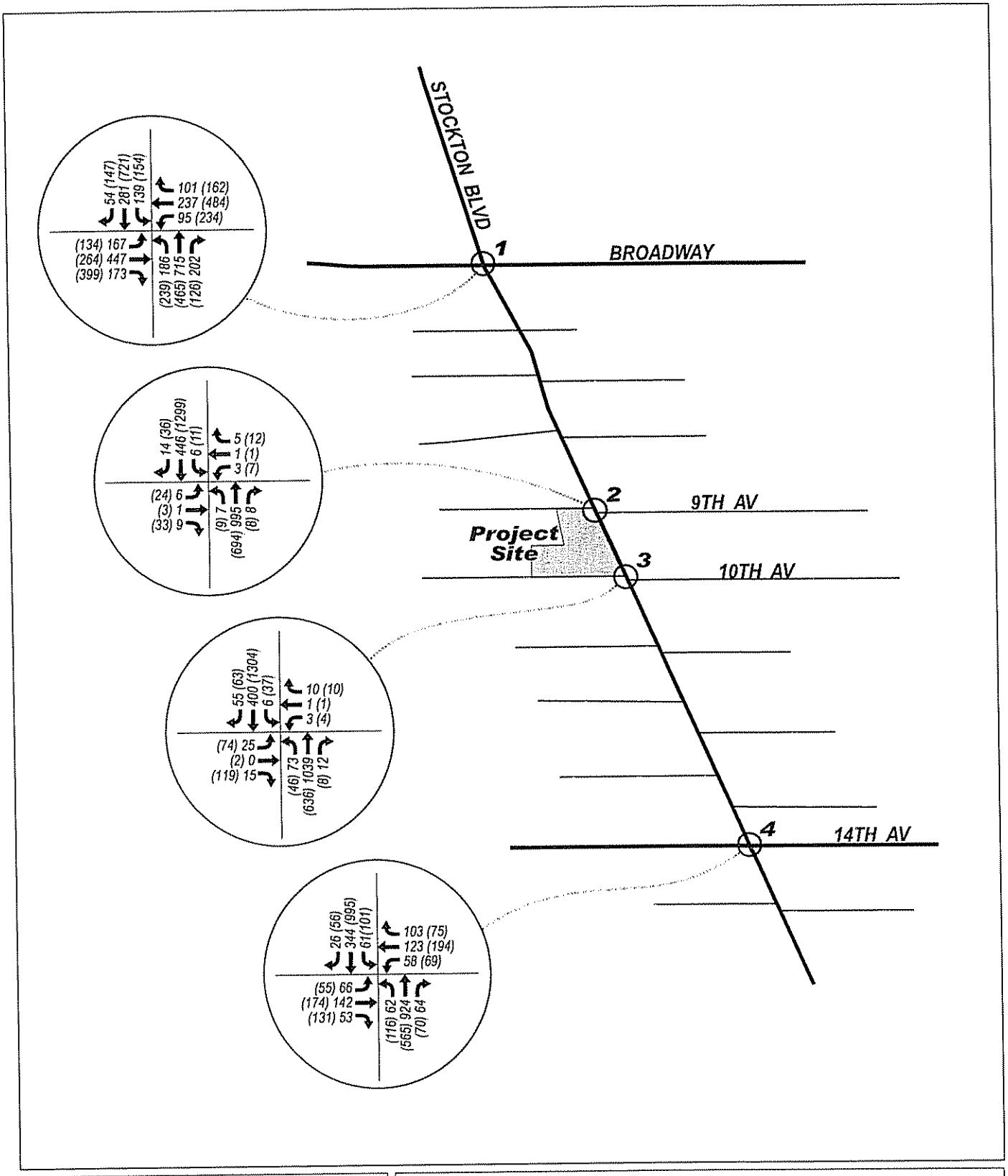
◯ - Study Intersection

⟵ AM(PM) - Peak Hour Traffic Volumes

DKS Associates
TRANSPORTATION SOLUTIONS

NO SCALE

Figure 8
PROJECT
AM/PM PEAK HOUR
TRAFFIC VOLUMES



LEGEND

○ - Study Intersection

⟵ AM(PM) - Peak Hour Traffic Volumes

DKS Associates
TRANSPORTATION SOLUTIONS

NO SCALE

Figure 9
BASELINE PLUS PROJECT AM/PM PEAK HOUR TRAFFIC VOLUMES

STANDARDS OF SIGNIFICANCE

The standards of significance in this analysis are based upon the current practice of the appropriate regulatory agencies.

Intersections

In the City of Sacramento, a significant traffic impact (intersection) occurs when:

1. the traffic generated by a project degrades peak period level of service from A, B, or C (without project) to D, E, or F (with project); or,

2. the LOS (without project) is D, E, or F, and project generated traffic increases the peak period average vehicle delay by five seconds or more.

Bikeways

A significant bikeway impact would occur if the project hindered or eliminated an existing designated bikeway, or if the project interfered with implementation of a proposed bikeway.

A significant bikeway impact could occur if the project were to result in unsafe conditions for bicyclists, including unsafe bicycle/pedestrian or bicycle/motor vehicle conflicts.

Pedestrian Facilities

A significant pedestrian circulation impact would occur if the project were to result in unsafe conditions for pedestrians, including unsafe increase pedestrian / bicycle or pedestrian / motor vehicle conflicts.

Transit System

A significant impact to the transit system would occur where project generated ridership, when added to existing or future ridership, exceeds available or planned system capacity. Capacity is defined as the total number of passengers the system of busses and light rail vehicles can carry during the peak hours of operation.

BASELINE PLUS PROJECT-SPECIFIC IMPACTS AND MITIGATION MEASURES (BASELINE 2005)

Impact 1 Intersections

The project would increase traffic volumes at all study area intersections. As discussed below, the changes in intersection operating conditions with the addition of project-generated traffic exceeds the City's standards of significance for impacts to intersections at Stockton Boulevard and 10th Avenue. Therefore, the impacts of baseline plus proposed project conditions at study intersections is ***significant.***

Discussion Figure 9 illustrates peak hour traffic volumes associated with the baseline plus project scenario. Intersection operating conditions associated with the baseline plus project scenario are summarized in Table 6. Intersection operating conditions associated with baseline plus project and baseline plus project with mitigation measures are summarized in Table 7.

At unsignalized intersections, the average intersection level of service is utilized to determine conformity with the City's goal. Individual movements may operate at worse levels of service. All of the intersections meet the City's level of service "C" goal with the exception of the unsignalized intersection of Stockton Boulevard and 10th Avenue. The intersection operates at LOS "E" in the p.m. peak hour. Therefore, the impacts of baseline plus proposed project conditions at study intersections are ***significant***.

Mitigation Measures

Install a traffic signal at the intersection of Stockton Boulevard and 10th Avenue. Signal spacing and queuing requirements would likely require modification of an existing pedestrian signal on Stockton Boulevard located mid-block between 9th Avenue and 10th Avenue. After mitigation, intersection impacts are considered ***less than significant.***

Signal Warrant Analysis

Traffic signal warrant analysis was conducted at the two unsignalized study area intersections. Utilizing the peak hour warrant, the intersection of Stockton Boulevard and 10th Avenue warrants a traffic signal under baseline plus proposed project conditions in the p.m. peak hour analysis period. The intersection of Stockton Boulevard and 9th Avenue does not warrant a traffic signal under baseline plus proposed project conditions.

Impact 2 Bikeways

The proposed project would result in the addition of employees, residents, patrons, and visitors to the site, some of whom would travel by bicycle. The proposed project would not result in any changes to the existing or future bikeway system. Bicycle impacts are considered ***less than significant.***

Discussion The proposed project is not anticipated to hinder or eliminate an existing designated bikeway, or interfere with implementation of a proposed bikeway. The project is not anticipated to result in unsafe conditions for bicyclists, including unsafe bicycle / pedestrian or bicycle / motor vehicle conflicts.

Mitigation Measures

None required.

Impact 3 Pedestrian Facilities

The proposed project would result in the addition of employees, residents, patrons, and visitors to the site. Pedestrian impacts are considered ***less than significant.***

Discussion The project is not anticipated to result in unsafe conditions for pedestrians, including unsafe bicycle / pedestrian or pedestrian / motor vehicle conflicts.

Mitigation Measures

None required.

Impact 4 Transit System

The project would increase demand for transit services. As discussed below, the impact of the proposed project on the transit system is ***less than significant.***

Discussion The proposed project would result in the addition of employees, residents, patrons, and visitors to the site, some of whom would travel by transit. Although particular transit vehicles operate at or near capacity during the peak commuter periods, a review of existing transit operations and plans for future transit services indicate that there is ample capacity on the Regional Transit system to support the anticipated increase in trips. Because the existing and future transit system capacity is sufficient to accommodate the increased project generated transit ridership, the impact of the proposed project is considered *less than significant*.

Mitigation Measures

None required.

TABLE 7
BASELINE PLUS PROJECT AND
BASELINE PLUS PROJECT WITH MITIGATION MEASURES
INTERSECTION OPERATING CONDITIONS

Intersection	Baseline Plus Project		With Mitigation Measures	
	LOS	Delay (Seconds)	LOS	Delay (Seconds)
A.M. Peak Hour				
Broadway / Stockton Boulevard (signalized)	C	25.1	C	25.1
9th Avenue / Stockton Boulevard (two-way stop)	A/C	0.4/22.0	A/C	0.4/22.0
10th Avenue / Stockton Boulevard (two-way stop)	A/E	1.6/36.9	A	6.4
14th Avenue / Stockton Boulevard (signalized)	B	15.2	B	15.2
P.M. Peak Hour				
Broadway / Stockton Boulevard (signalized)	C	34.1	C	34.1
9th Avenue / Stockton Boulevard (two-way stop)	C/F	15.4/456.5	C/F	15.4/456.5
10th Avenue / Stockton Boulevard (two-way stop)	**E/F**	**40.2/487.0**	B	17.0
14th Avenue / Stockton Boulevard (signalized)	B	17.6	B	17.6

Unsignalized intersection shows average intersection /worst movement
Source: DKS Associates, 2005.

Intersection Analysis Summaries
Regent Place
1 March 2005

EXISTING NO PROJECT

AM Peak Hour

Signalized Intersections

Existing AM

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #1 Stockton/Broadway

Cycle (sec):	70	Critical Vol./Cap. (X):	0.403
Loss Time (sec):	12 (Y+R = 4 sec)	Average Delay (sec/veh):	24.1
Optimal Cycle:	60	Level Of Service:	C

Street Name:	Stockton						Broadway					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Include			Include		
Min. Green:	4	20	0	4	20	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	2 0	1 1	0	1 0	2 0	1	1 0	2 0	1
Volume Module: AM												
Base Vol:	184	691	200	138	235	49	154	447	163	85	237	100
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	184	691	200	138	235	49	154	447	163	85	237	100
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	184	691	200	138	235	49	154	447	163	85	237	100
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	184	691	200	138	235	49	154	447	163	85	237	100
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	184	691	200	138	235	49	154	447	163	85	237	100
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.92	0.92	0.92	0.93	0.93	0.95	0.95	0.85	0.95	0.95	0.85
Lanes:	1.00	1.55	0.45	2.00	1.65	0.35	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	1805	2704	783	3502	2909	607	1805	3610	1615	1805	3610	1615
Capacity Analysis Module:												
Vol/Sat:	0.10	0.26	0.26	0.04	0.08	0.08	0.09	0.12	0.10	0.05	0.07	0.06
Crit Moves:	****				****		****				****	
Green/Cycle:	0.14	0.35	0.35	0.07	0.29	0.29	0.12	0.34	0.34	0.07	0.29	0.29
Volume/Cap:	0.73	0.72	0.72	0.56	0.28	0.28	0.73	0.37	0.30	0.70	0.23	0.22
Delay/Veh:	39.0	21.7	21.7	34.2	19.6	19.6	41.9	17.8	17.5	48.8	19.2	19.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	39.0	21.7	21.7	34.2	19.6	19.6	41.9	17.8	17.5	48.8	19.2	19.3
HCM2k98th:	14	21	21	6	6	6	12	9	7	8	5	5

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Existing AM

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #4 Stockton/14th Ave

Cycle (sec):	55	Critical Vol./Cap. (X):	0.552
Loss Time (sec):	9 (Y+R = 4 sec)	Average Delay (sec/veh):	14.9
Optimal Cycle:	41	Level Of Service:	B

Street Name:	Stockton						14th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Protected			Protected			Permitted			Permitted		
Rights:	Include			Include			Include			Include		
Min. Green:	4	8	0	4	8	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module: AM												
Base Vol:	62	873	64	58	331	23	54	142	53	58	123	91
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	62	873	64	58	331	23	54	142	53	58	123	91
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	62	873	64	58	331	23	54	142	53	58	123	91
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	62	873	64	58	331	23	54	142	53	58	123	91
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	62	873	64	58	331	23	54	142	53	58	123	91
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.94	0.94	0.95	0.94	0.94	0.87	0.87	0.87	0.85	0.85	0.85
Lanes:	1.00	1.86	0.14	1.00	1.87	0.13	0.22	0.57	0.21	0.21	0.46	0.33
Final Sat.:	1805	3330	244	1805	3342	232	357	938	350	346	734	543
Capacity Analysis Module:												
Vol/Sat:	0.03	0.26	0.26	0.03	0.10	0.10	0.15	0.15	0.15	0.17	0.17	0.17
Crit Moves:		****		****							****	
Green/Cycle:	0.16	0.40	0.40	0.07	0.32	0.32	0.36	0.36	0.36	0.36	0.36	0.36
Volume/Cap:	0.22	0.66	0.66	0.44	0.31	0.31	0.42	0.42	0.42	0.46	0.46	0.46
Delay/Veh:	20.6	14.5	14.5	26.8	14.5	14.5	13.6	13.6	13.6	13.9	13.9	13.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	20.6	14.5	14.5	26.8	14.5	14.5	13.6	13.6	13.6	13.9	13.9	13.9
HCM2k98th:	3	17	17	4	6	6	10	10	10	11	11	11

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EXISTING NO PROJECT

PM Peak Hour

Signalized Intersections

Existing PM

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #1 Stockton/Broadway

Cycle (sec): 75 Critical Vol./Cap. (X): 0.660
Loss Time (sec): 12 (Y+R = 4 sec) Average Delay (sec/veh): 32.8
Optimal Cycle: 60 Level Of Service: C

Street Name:	Stockton						Broadway					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Include			Include		
Min. Green:	4	20	0	4	20	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	2 0	1 1	0	1 0	2 0	1	1 0	2 0	1
Volume Module: PM												
Base Vol:	224	399	111	153	680	134	121	264	393	228	484	155
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	224	399	111	153	680	134	121	264	393	228	484	155
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	224	399	111	153	680	134	121	264	393	228	484	155
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	224	399	111	153	680	134	121	264	393	228	484	155
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	224	399	111	153	680	134	121	264	393	228	484	155
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.92	0.92	0.92	0.93	0.93	0.95	0.95	0.85	0.95	0.95	0.85
Lanes:	1.00	1.56	0.44	2.00	1.67	0.33	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	1805	2731	760	3502	2940	579	1805	3610	1615	1805	3610	1615
Capacity Analysis Module:												
Vol/Sat:	0.12	0.15	0.15	0.04	0.23	0.23	0.07	0.07	0.24	0.13	0.13	0.10
Crit Moves:	****				****			****		****		
Green/Cycle:	0.15	0.35	0.35	0.07	0.28	0.28	0.08	0.27	0.27	0.15	0.33	0.33
Volume/Cap:	0.84	0.41	0.41	0.62	0.84	0.84	0.80	0.27	0.91	0.84	0.40	0.29
Delay/Veh:	51.6	18.6	18.6	38.6	32.3	32.3	59.1	21.9	50.1	51.2	19.5	18.7
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	51.6	18.6	18.6	38.6	32.3	32.3	59.1	21.9	50.1	51.2	19.5	18.7
HCM2k98th:	18	11	11	7	25	25	12	6	27	18	11	7

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Existing PM

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

****

Intersection #4 Stockton/14th Ave

****

Cycle (sec): 55 Critical Vol./Cap. (X): 0.649
Loss Time (sec): 9 (Y+R = 4 sec) Average Delay (sec/veh): 16.9
Optimal Cycle: 41 Level Of Service: B

****

Street Name:	Stockton						14th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Protected			Protected			Permitted			Permitted		
Rights:	Include			Include			Include			Include		
Min. Green:	4	8	0	4	8	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module: PM												
Base Vol:	116	535	70	84	924	39	47	174	131	69	194	68
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	116	535	70	84	924	39	47	174	131	69	194	68
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	116	535	70	84	924	39	47	174	131	69	194	68
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	116	535	70	84	924	39	47	174	131	69	194	68
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	116	535	70	84	924	39	47	174	131	69	194	68
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.93	0.93	0.95	0.94	0.94	0.88	0.88	0.88	0.86	0.86	0.86
Lanes:	1.00	1.77	0.23	1.00	1.92	0.08	0.13	0.50	0.37	0.21	0.59	0.20
Final Sat.:	1805	3138	411	1805	3443	145	224	829	624	339	953	334
Capacity Analysis Module:												
Vol/Sat:	0.06	0.17	0.17	0.05	0.27	0.27	0.21	0.21	0.21	0.20	0.20	0.20
Crit Moves:	****				****			****				
Green/Cycle:	0.09	0.33	0.33	0.14	0.38	0.38	0.36	0.36	0.36	0.36	0.36	0.36
Volume/Cap:	0.70	0.51	0.51	0.33	0.70	0.70	0.58	0.58	0.58	0.56	0.56	0.56
Delay/Veh:	37.2	15.2	15.2	22.0	16.1	16.1	15.5	15.5	15.5	15.2	15.2	15.2
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	37.2	15.2	15.2	22.0	16.1	16.1	15.5	15.5	15.5	15.2	15.2	15.2
HCM2k98th:	9	11	11	4	19	19	14	14	14	14	14	14

****

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BASELINE NO PROJECT

AM Peak Hour

Signalized Intersections

Baseline AM

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #1 Stockton/Broadway

Cycle (sec):	70	Critical Vol./Cap. (X):	0.415
Loss Time (sec):	12 (Y+R = 4 sec)	Average Delay (sec/veh):	24.6
Optimal Cycle:	60	Level Of Service:	C

Street Name:	Stockton						Broadway					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Include			Include		
Min. Green:	4	20	0	4	20	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	2 0	1 1	0	1 0	2 0	1	1 0	2 0	1
Volume Module: AM												
Base Vol:	184	691	200	138	235	49	154	447	163	85	237	100
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	184	691	200	138	235	49	154	447	163	85	237	100
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Baseline Pr:	0	15	0	1	6	5	13	0	0	0	0	1
Initial Fut:	184	706	200	139	241	54	167	447	163	85	237	101
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	184	706	200	139	241	54	167	447	163	85	237	101
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	184	706	200	139	241	54	167	447	163	85	237	101
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	184	706	200	139	241	54	167	447	163	85	237	101
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.92	0.92	0.92	0.92	0.92	0.95	0.95	0.85	0.95	0.95	0.85
Lanes:	1.00	1.56	0.44	2.00	1.63	0.37	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	1805	2720	771	3502	2870	643	1805	3610	1615	1805	3610	1615
Capacity Analysis Module:												
Vol/Sat:	0.10	0.26	0.26	0.04	0.08	0.08	0.09	0.12	0.10	0.05	0.07	0.06
Crit Moves:	****				****		****				****	
Green/Cycle:	0.13	0.35	0.35	0.07	0.29	0.29	0.12	0.34	0.34	0.07	0.29	0.29
Volume/Cap:	0.76	0.74	0.74	0.57	0.29	0.29	0.76	0.36	0.30	0.69	0.23	0.22
Delay/Veh:	41.9	22.4	22.4	34.6	19.7	19.7	43.6	17.6	17.3	47.6	19.2	19.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	41.9	22.4	22.4	34.6	19.7	19.7	43.6	17.6	17.3	47.6	19.2	19.3
HCM2k98th:	14	22	22	6	7	7	13	9	7	8	5	5

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Baseline AM

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #4 Stockton/14th Ave

Cycle (sec): 55 Critical Vol./Cap. (X): 0.558
Loss Time (sec): 9 (Y+R = 4 sec) Average Delay (sec/veh): 15.0
Optimal Cycle: 41 Level Of Service: B

Street Name:	Stockton						14th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Permitted			Permitted		
Rights:	Include			Include			Include			Include		
Min. Green:	4	8	0	4	8	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module: AM												
Base Vol:	62	873	64	58	331	23	54	142	53	58	123	91
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	62	873	64	58	331	23	54	142	53	58	123	91
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Baseline Pr:	0	11	0	1	4	1	2	0	0	0	0	2
Initial Fut:	62	884	64	59	335	24	56	142	53	58	123	93
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	62	884	64	59	335	24	56	142	53	58	123	93
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	62	884	64	59	335	24	56	142	53	58	123	93
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	62	884	64	59	335	24	56	142	53	58	123	93
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.94	0.94	0.95	0.94	0.94	0.87	0.87	0.87	0.85	0.85	0.85
Lanes:	1.00	1.86	0.14	1.00	1.87	0.13	0.22	0.57	0.21	0.21	0.45	0.34
Final Sat.:	1805	3333	241	1805	3335	239	367	930	347	343	728	551
Capacity Analysis Module:												
Vol/Sat:	0.03	0.27	0.27	0.03	0.10	0.10	0.15	0.15	0.15	0.17	0.17	0.17
Crit Moves:		****		****							****	
Green/Cycle:	0.16	0.40	0.40	0.07	0.32	0.32	0.36	0.36	0.36	0.36	0.36	0.36
Volume/Cap:	0.22	0.66	0.66	0.45	0.32	0.32	0.42	0.42	0.42	0.46	0.46	0.46
Delay/Veh:	20.6	14.7	14.7	26.9	14.5	14.5	13.6	13.6	13.6	14.0	14.0	14.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	20.6	14.7	14.7	26.9	14.5	14.5	13.6	13.6	13.6	14.0	14.0	14.0
HCM2k98th:	3	17	17	4	6	6	10	10	10	11	11	11

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BASELINE NO PROJECT

PM Peak Hour

Signalized Intersections

Baseline PM

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #1 Stockton/Broadway

Cycle (sec): 75 Critical Vol./Cap. (X): 0.671
Loss Time (sec): 12 (Y+R = 4 sec) Average Delay (sec/veh): 33.5
Optimal Cycle: 60 Level Of Service: C

Street Name:	Stockton						Broadway					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Include			Include		
Min. Green:	4	20	0	4	20	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	2 0	1 1	0	1 0	2 0	1	1 0	2 0	1
Volume Module: PM												
Base Vol:	224	399	111	153	680	134	121	264	393	228	484	155
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	224	399	111	153	680	134	121	264	393	228	484	155
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Baseline Pr:	0	7	0	1	16	13	6	0	0	0	0	1
Initial Fut:	224	406	111	154	696	147	127	264	393	228	484	156
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	224	406	111	154	696	147	127	264	393	228	484	156
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	224	406	111	154	696	147	127	264	393	228	484	156
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	224	406	111	154	696	147	127	264	393	228	484	156
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.92	0.92	0.92	0.93	0.93	0.95	0.95	0.85	0.95	0.95	0.85
Lanes:	1.00	1.57	0.43	2.00	1.65	0.35	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	1805	2744	750	3502	2903	613	1805	3610	1615	1805	3610	1615
Capacity Analysis Module:												
Vol/Sat:	0.12	0.15	0.15	0.04	0.24	0.24	0.07	0.07	0.24	0.13	0.13	0.10
Crit Moves:	****				****			****		****		
Green/Cycle:	0.15	0.35	0.35	0.07	0.28	0.28	0.09	0.27	0.27	0.15	0.33	0.33
Volume/Cap:	0.85	0.42	0.42	0.62	0.85	0.85	0.81	0.27	0.91	0.85	0.41	0.29
Delay/Veh:	54.3	18.6	18.6	38.6	33.0	33.0	60.4	21.9	50.1	53.8	19.8	19.1
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	54.3	18.6	18.6	38.6	33.0	33.0	60.4	21.9	50.1	53.8	19.8	19.1
HCM2k98th:	18	11	11	7	26	26	13	6	27	19	11	7

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Baseline PM

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #4 Stockton/14th Ave

Cycle (sec): 55 Critical Vol./Cap. (X): 0.654
Loss Time (sec): 9 (Y+R = 4 sec) Average Delay (sec/veh): 17.0
Optimal Cycle: 41 Level Of Service: B

Street Name:	Stockton						14th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Permitted			Permitted		
Rights:	Include			Include			Include			Include		
Min. Green:	4	8	0	4	8	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module: PM												
Base Vol:	116	535	70	84	924	39	47	174	131	69	194	68
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	116	535	70	84	924	39	47	174	131	69	194	68
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Baseline Pr:	0	5	0	2	12	2	1	0	0	0	0	1
Initial Fut:	116	540	70	86	936	41	48	174	131	69	194	69
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	116	540	70	86	936	41	48	174	131	69	194	69
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	116	540	70	86	936	41	48	174	131	69	194	69
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	116	540	70	86	936	41	48	174	131	69	194	69
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.93	0.93	0.95	0.94	0.94	0.88	0.88	0.88	0.86	0.86	0.86
Lanes:	1.00	1.77	0.23	1.00	1.92	0.08	0.14	0.49	0.37	0.21	0.58	0.21
Final Sat.:	1805	3141	407	1805	3438	151	228	826	622	338	950	338
Capacity Analysis Module:												
Vol/Sat:	0.06	0.17	0.17	0.05	0.27	0.27	0.21	0.21	0.21	0.20	0.20	0.20
Crit Moves:	****				****			****				
Green/Cycle:	0.09	0.33	0.33	0.14	0.38	0.38	0.36	0.36	0.36	0.36	0.36	0.36
Volume/Cap:	0.71	0.52	0.52	0.34	0.71	0.71	0.58	0.58	0.58	0.56	0.56	0.56
Delay/Veh:	38.1	15.2	15.2	22.1	16.2	16.2	15.5	15.5	15.5	15.2	15.2	15.2
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	38.1	15.2	15.2	22.1	16.2	16.2	15.5	15.5	15.5	15.2	15.2	15.2
HCM2k98th:	9	11	11	5	19	19	14	14	14	14	14	14

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BASELINE PLUS PROJECT

AM Peak Hour

Signalized Intersections

Baseline plus Project AM

Scenario Report

Scenario:	Baseline plus project AM
Command:	Baseline plus project AM
Volume:	Baseline plus project AM
Geometry:	Baseline plus project AM
Impact Fee:	Default Impact Fee
Trip Generation:	Project AM
Trip Distribution:	Project AM
Paths:	Project AM
Routes:	Project AM
Configuration:	Default Configuration

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Baseline plus Project AM

Impact Analysis Report
Level Of Service

Intersection	Base LOS	Base Del/ Veh	Base V/ C	Future LOS	Future Del/ Veh	Future V/ C	Change in
# 1 Stockton/Broadway	C	24.6	0.415	C	25.1	0.430	+ 0.505 D/V
# 4 Stockton/14th Ave	B	15.0	0.558	B	15.2	0.580	+ 0.290 D/V

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Baseline plus Project AM

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

****

Intersection #1 Stockton/Broadway

****

Cycle (sec):	70	Critical Vol./Cap. (X):	0.430
Loss Time (sec):	12 (Y+R = 4 sec)	Average Delay (sec/veh):	25.1
Optimal Cycle:	60	Level Of Service:	C

****

Street Name:	Stockton						Broadway					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Include			Include		
Min. Green:	4	20	0	4	20	0	4	20	0	4	20	0
Lanes:	1 0 1	1 0		2 0 1	1 0		1 0 2	0 1		1 0 2	0 1	
Volume Module: AM base												
Base Vol:	184	706	200	139	241	54	167	447	163	85	237	101
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	184	706	200	139	241	54	167	447	163	85	237	101
Added Vol:	2	9	2	0	40	0	0	0	10	10	0	0
UC Davis:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	186	715	202	139	281	54	167	447	173	95	237	101
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	186	715	202	139	281	54	167	447	173	95	237	101
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	186	715	202	139	281	54	167	447	173	95	237	101
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	186	715	202	139	281	54	167	447	173	95	237	101
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.92	0.92	0.92	0.93	0.93	0.95	0.95	0.85	0.95	0.95	0.85
Lanes:	1.00	1.56	0.44	2.00	1.68	0.32	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	1805	2722	769	3502	2955	568	1805	3610	1615	1805	3610	1615
Capacity Analysis Module:												
Vol/Sat:	0.10	0.26	0.26	0.04	0.10	0.10	0.09	0.12	0.11	0.05	0.07	0.06
Crit Moves:	****				****		****				****	
Green/Cycle:	0.14	0.35	0.35	0.07	0.29	0.29	0.12	0.34	0.34	0.07	0.29	0.29
Volume/Cap:	0.76	0.75	0.75	0.57	0.33	0.33	0.76	0.36	0.32	0.78	0.23	0.22
Delay/Veh:	42.2	22.6	22.6	34.6	19.9	19.9	44.1	17.6	17.4	58.1	19.2	19.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	42.2	22.6	22.6	34.6	19.9	19.9	44.1	17.6	17.4	58.1	19.2	19.3
HCM2k98th:	14	22	22	6	8	8	13	9	7	10	5	5

****

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Baseline plus Project AM

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #4 Stockton/14th Ave

Cycle (sec):	55	Critical Vol./Cap. (X):	0.580
Loss Time (sec):	9 (Y+R = 4 sec)	Average Delay (sec/veh):	15.2
Optimal Cycle:	41	Level Of Service:	B

Street Name:	Stockton						14th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Permitted			Permitted		
Rights:	Include			Include			Include			Include		
Min. Green:	4	8	0	4	8	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module: AM												
Base Vol:	62	884	64	59	335	24	56	142	53	58	123	93
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	62	884	64	59	335	24	56	142	53	58	123	93
Added Vol:	0	40	0	2	9	2	10	0	0	0	0	10
UC Davis:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	62	924	64	61	344	26	66	142	53	58	123	103
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	62	924	64	61	344	26	66	142	53	58	123	103
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	62	924	64	61	344	26	66	142	53	58	123	103
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	62	924	64	61	344	26	66	142	53	58	123	103
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.94	0.94	0.95	0.94	0.94	0.85	0.85	0.85	0.85	0.85	0.85
Lanes:	1.00	1.87	0.13	1.00	1.86	0.14	0.25	0.55	0.20	0.20	0.44	0.36
Final Sat.:	1805	3342	232	1805	3323	251	410	882	329	331	703	588
Capacity Analysis Module:												
Vol/Sat:	0.03	0.28	0.28	0.03	0.10	0.10	0.16	0.16	0.16	0.18	0.18	0.18
Crit Moves:		****		****							****	
Green/Cycle:	0.16	0.40	0.40	0.07	0.32	0.32	0.36	0.36	0.36	0.36	0.36	0.36
Volume/Cap:	0.22	0.69	0.69	0.46	0.33	0.33	0.44	0.44	0.44	0.48	0.48	0.48
Delay/Veh:	20.6	15.1	15.1	27.1	14.6	14.6	13.8	13.8	13.8	14.1	14.1	14.1
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	20.6	15.1	15.1	27.1	14.6	14.6	13.8	13.8	13.8	14.1	14.1	14.1
HCM2k98th:	3	19	19	4	7	7	10	10	10	11	11	11

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BASELINE PLUS PROJECT

PM Peak Hour

Signalized Intersections

Baseline plus Project PM

Scenario Report

Scenario:	Baseline plus project PM
Command:	Baseline plus project PM
Volume:	Baseline plus project PM
Geometry:	Baseline plus project PM
Impact Fee:	Default Impact Fee
Trip Generation:	Project PM
Trip Distribution:	Project PM
Paths:	Project PM
Routes:	Project PM
Configuration:	Default Configuration

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Baseline plus Project PM

Impact Analysis Report
Level Of Service

Intersection	Base LOS	Base Del/ Veh	Base V/ C	Future LOS	Future Del/ Veh	Future V/ C	Change in
# 1 Stockton/Broadway	C	32.6	0.652	C	34.1	0.674	+ 1.422 D/V
# 4 Stockton/14th Ave	B	17.0	0.655	B	17.6	0.687	+ 0.677 D/V

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Baseline plus Project PM

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #1 Stockton/Broadway

Cycle (sec):	75	Critical Vol./Cap. (X):	0.674
Loss Time (sec):	12 (Y+R = 4 sec)	Average Delay (sec/veh):	34.1
Optimal Cycle:	60	Level Of Service:	C

Street Name:	Stockton						Broadway					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Include			Include		
Min. Green:	4	20	0	4	20	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	2 0	1 1	0	1 0	2 0	1	1 0	2 0	1
Volume Module: PM base												
Base Vol:	224	406	111	154	696	147	134	264	393	228	484	162
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	224	406	111	154	696	147	134	264	393	228	484	162
Added Vol:	15	59	15	0	25	0	0	0	6	6	0	0
UC Davis:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	239	465	126	154	721	147	134	264	399	234	484	162
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	239	465	126	154	721	147	134	264	399	234	484	162
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	239	465	126	154	721	147	134	264	399	234	484	162
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	239	465	126	154	721	147	134	264	399	234	484	162
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.97	0.97	0.95	0.98	0.98	0.95	1.00	0.85	0.95	1.00	0.85
Lanes:	1.00	1.57	0.43	2.00	1.66	0.34	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	1805	2894	784	3610	3078	627	1805	3800	1615	1805	3800	1615
Capacity Analysis Module:												
Vol/Sat:	0.13	0.16	0.16	0.04	0.23	0.23	0.07	0.07	0.25	0.13	0.13	0.10
Crit Moves:	****				****			****		****		
Green/Cycle:	0.15	0.35	0.35	0.07	0.27	0.27	0.09	0.27	0.27	0.15	0.33	0.33
Volume/Cap:	0.87	0.46	0.46	0.60	0.87	0.87	0.82	0.26	0.93	0.87	0.39	0.31
Delay/Veh:	54.7	19.0	19.0	37.9	34.1	34.1	60.1	21.8	52.8	55.2	19.7	19.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	54.7	19.0	19.0	37.9	34.1	34.1	60.1	21.8	52.8	55.2	19.7	19.3
HCM2k98th:	19	12	12	7	26	26	13	6	27	19	10	7

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Baseline plus Project PM

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #4 Stockton/14th Ave

Cycle (sec):	55	Critical Vol./Cap. (X):	0.687
Loss Time (sec):	9 (Y+R = 4 sec)	Average Delay (sec/veh):	17.6
Optimal Cycle:	44	Level Of Service:	B

Street Name:	Stockton						14th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Protected			Protected			Permitted			Permitted		
Rights:	Include			Include			Include			Include		
Min. Green:	4	8	0	4	8	0	4	20	0	4	20	0
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module: PM base												
Base Vol:	116	540	70	86	936	41	49	174	131	69	194	69
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	116	540	70	86	936	41	49	174	131	69	194	69
Added Vol:	0	25	0	15	59	15	6	0	0	0	0	6
UC Davis:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	116	565	70	101	995	56	55	174	131	69	194	75
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	116	565	70	101	995	56	55	174	131	69	194	75
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	116	565	70	101	995	56	55	174	131	69	194	75
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	116	565	70	101	995	56	55	174	131	69	194	75
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.93	0.93	0.95	0.94	0.94	0.87	0.87	0.87	0.85	0.85	0.85
Lanes:	1.00	1.78	0.22	1.00	1.89	0.11	0.15	0.49	0.36	0.20	0.58	0.22
Final Sat.:	1805	3161	392	1805	3390	191	254	803	605	331	931	360
Capacity Analysis Module:												
Vol/Sat:	0.06	0.18	0.18	0.06	0.29	0.29	0.22	0.22	0.22	0.21	0.21	0.21
Crit Moves:	****				****			****				
Green/Cycle:	0.08	0.34	0.34	0.14	0.39	0.39	0.36	0.36	0.36	0.36	0.36	0.36
Volume/Cap:	0.76	0.53	0.53	0.41	0.76	0.76	0.60	0.60	0.60	0.57	0.57	0.57
Delay/Veh:	43.9	15.2	15.2	22.8	17.0	17.0	15.8	15.8	15.8	15.4	15.4	15.4
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	43.9	15.2	15.2	22.8	17.0	17.0	15.8	15.8	15.8	15.4	15.4	15.4
HCM2k98th:	10	12	12	5	21	21	15	15	15	14	14	14

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EXISTING NO PROJECT

AM Peak Hour

Unsignalized Intersections

Existing AM

Scenario Report

Scenario:	Existing AM
Command:	Existing AM
Volume:	Existing AM
Geometry:	Existing AM
Impact Fee:	Default Impact Fee
Trip Generation:	none
Trip Distribution:	none
Paths:	none
Routes:	none
Configuration:	Default Configuration

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Existing AM

Signal Warrant Summary Report

Intersection	Base Met [Del / Vol]	Future Met [Del / Vol]
# 2 Stockton/9th Ave	??? / ???	No / No
# 3 Stockton/10th Ave	??? / ???	No / No

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Existing AM

Peak Hour Delay Signal Warrant Report

Intersection #2 Stockton/9th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	1 0 1	1 0		1 0 1	1 0		0 0 1!	0 0		0 0 1!	0 0	
Final Vol.:	7	967	8	6	386	7	5	1	8	3	0	5
ApproachDel:	xxxxxx			xxxxxx			15.3			19.2		

Approach[eastbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=14]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1403]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.0]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=8]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1403]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

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Existing AM

Peak Hour Volume Signal Warrant Report [Urban]

Intersection #2 Stockton/9th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	- T	- R	L	- T	- R	L	- T	- R	L	- T	- R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Final Vol.:	7	967	8	6	386	7	5	1	8	3	0	5

Major Street Volume: 1381
Minor Approach Volume: 14
Minor Approach Volume Threshold: 174

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Existing AM

Peak Hour Delay Signal Warrant Report

Intersection #3 Stockton/10th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	1 0 1 1 0			1 0 1 1 0			0 0 1! 0 0			0 0 1! 0 0		
Final Vol.:	3	1024	12	6	394	1	2	0	1	3	0	10
ApproachDel:	xxxxxx			xxxxxx			21.8			22.2		

Approach[eastbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.0]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=3]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1456]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=13]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1456]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Existing AM

Peak Hour Volume Signal Warrant Report [Urban]

Intersection #3 Stockton/10th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound				South Bound				East Bound				West Bound			
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:		3	1024		12		6	394		1		2		0	1		3		0	10

Major Street Volume: 1440
Minor Approach Volume: 13
Minor Approach Volume Threshold: 159

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Existing AM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #2 Stockton/9th Ave

Average Delay (sec/veh): 0.3 Worst Case Level Of Service: C[19.2]

Street Name:	Stockton						9th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0 1 1 0			1 0 1 1 0			0 0 1! 0 0			0 0 1! 0 0		
Volume Module: AM												
Base Vol:	7	967	8	6	386	7	5	1	8	3	0	5
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	7	967	8	6	386	7	5	1	8	3	0	5
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	7	967	8	6	386	7	5	1	8	3	0	5
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	7	967	8	6	386	7	5	1	8	3	0	5
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	7	967	8	6	386	7	5	1	8	3	0	5
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	6.5	6.9	7.5	xxxx	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	4.0	3.3	3.5	xxxx	3.3
Capacity Module:												
Cnflict Vol:	393	xxxx	xxxxx	975	xxxx	xxxxx	899	1391	197	1190	xxxx	488
Potent Cap.:	1177	xxxx	xxxxx	716	xxxx	xxxxx	237	144	818	145	xxxx	531
Move Cap.:	1177	xxxx	xxxxx	716	xxxx	xxxxx	232	142	818	142	xxxx	531
Volume/Cap:	0.01	xxxx	xxxx	0.01	xxxx	xxxx	0.02	0.01	0.01	0.02	xxxx	0.01
Level Of Service Module:												
Queue:	0.0	xxxx	xxxxx	0.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	8.1	xxxx	xxxxx	10.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	B	*	*	*	*	*	*	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	365	xxxxx	xxxx	261	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.1	xxxxx	xxxxx	0.1	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	15.3	xxxxx	xxxxx	19.2	xxxxx
Shared LOS:	*	*	*	*	*	*	*	C	*	*	C	*
ApproachDel:	xxxxxx			xxxxxx			15.3			19.2		
ApproachLOS:	*			*			C			C		

Existing AM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #3 Stockton/10th Ave

Average Delay (sec/veh): 0.3 Worst Case Level Of Service: C[22.2]

Street Name:	Stockton						10th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0 1 1 0			1 0 1 1 0			0 0 1! 0 0			0 0 1! 0 0		
Volume Module:												
Base Vol:	3	1024	12	6	394	1	2	0	1	3	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	3	1024	12	6	394	1	2	0	1	3	0	10
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	3	1024	12	6	394	1	2	0	1	3	0	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	3	1024	12	6	394	1	2	0	1	3	0	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	3	1024	12	6	394	1	2	0	1	3	0	10
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	xxxx	6.9	7.5	xxxx	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	xxxx	3.3	3.5	xxxx	3.3
Capacity Module:												
Cnflict Vol:	395	xxxx	xxxxx	1169	xxxx	xxxxx	1043	xxxx	198	1405	xxxx	585
Potent Cap.:	1175	xxxx	xxxxx	536	xxxx	xxxxx	165	xxxx	817	90	xxxx	407
Move Cap.:	1175	xxxx	xxxxx	536	xxxx	xxxxx	159	xxxx	817	88	xxxx	407
Volume/Cap:	0.00	xxxx	xxxx	0.01	xxxx	xxxx	0.01	xxxx	0.00	0.03	xxxx	0.02
Level Of Service Module:												
Queue:	0.0	xxxx	xxxxx	0.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	8.1	xxxx	xxxxx	11.8	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	B	*	*	*	*	*	*	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	218	xxxxx	xxxx	222	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.0	xxxxx	xxxxx	0.2	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	21.8	xxxxx	xxxxx	22.2	xxxxx
Shared LOS:	*	*	*	*	*	*	*	C	*	*	C	*
ApproachDel:	xxxxxx			xxxxxx			21.8			22.2		
ApproachLOS:	*			*			C			C		

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EXISTING NO PROJECT

PM Peak Hour

Unsignalized Intersections

Existing PM

Scenario Report

Scenario:	Existing PM
Command:	Existing PM
Volume:	Existing PM
Geometry:	Existing PM
Impact Fee:	Default Impact Fee
Trip Generation:	none
Trip Distribution:	none
Paths:	none
Routes:	none
Configuration:	Default Configuration

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Existing PM

Signal Warrant Summary Report

Intersection	Base Met [Del / Vol]	Future Met [Del / Vol]
# 2 Stockton/9th Ave	??? / ???	No / No
# 3 Stockton/10th Ave	??? / ???	No / No

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Existing PM

Peak Hour Delay Signal Warrant Report

Intersection #2 Stockton/9th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	1 0 1	1 0		1 0 1	1 0		0 0 1!	0 0		0 0 1!	0 0	
Final Vol.:	9	616	8	11	1274	7	6	1	12	7	0	12
ApproachDel:	xxxxxx			xxxxxx			55.1			28.9		

Approach[eastbound][lanes=1][control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.3]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=19]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=1963]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound][lanes=1][control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.2]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=19]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=1963]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Existing PM

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #2 Stockton/9th Ave

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound				South Bound				East Bound				West Bound			
Movement:	L	-	T	- R	L	-	T	- R	L	-	T	- R	L	-	T	- R
Control:	Uncontrolled				Uncontrolled				Stop Sign				Stop Sign			
Lanes:	1	0	1	1 0	1	0	1	1 0	0	0	1!	0 0	0	0	1!	0 0
Final Vol.:	9	616		8	11	1274		7	6	1		12	7	0		12

Major Street Volume: 1925
Minor Approach Volume: 19
Minor Approach Volume Threshold: 59 [less than minimum of 100]

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Existing PM

Peak Hour Delay Signal Warrant Report

Intersection #3 Stockton/10th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	1 0 1	1 0		1 0 1	1 0		0 0 1!	0 0		0 1 0	0 1	
Final Vol.:	8	629	8	37	1308	13	3	0	10	4	0	10
ApproachDel:	xxxxxx			xxxxxx			28.5			19.6		

Approach[eastbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=13]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=2030]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound] [lanes=2] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 5 for two or more lane approach.
Signal Warrant Rule #2: [approach volume=14]
FAIL - Approach volume less than 150 for two or more lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=2030]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

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Existing PM

Peak Hour Volume Signal Warrant Report [Urban]

Intersection #3 Stockton/10th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	- T	- R	L	- T	- R	L	- T	- R	L	- T	- R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 1	0 0	1
Final Vol.:	8	629	8	37	1308	13	3	0	10	4	0	10

Major Street Volume: 2003
Minor Approach Volume: 14
Minor Approach Volume Threshold: 75 [less than minimum of 150]

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Existing PM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #2 Stockton/9th Ave

Average Delay (sec/veh): 0.9 Worst Case Level Of Service: F[55.1]

Street Name:	Stockton						9th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0 1 1 0			1 0 1 1 0			0 0 1! 0 0			0 0 1! 0 0		
Volume Module: PM												
Base Vol:	9	616	8	11	1274	7	6	1	12	7	0	12
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	9	616	8	11	1274	7	6	1	12	7	0	12
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	9	616	8	11	1274	7	6	1	12	7	0	12
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	9	616	8	11	1274	7	6	1	12	7	0	12
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	9	616	8	11	1274	7	6	1	12	7	0	12
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	6.5	6.9	7.5	xxxx	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	4.0	3.3	3.5	xxxx	3.3
Capacity Module:												
Cnflict Vol:	1449	xxxx	xxxxx	624	xxxx	xxxxx	1839	2197	725	1468	xxxx	312
Potent Cap.:	418	xxxx	xxxxx	967	xxxx	xxxxx	42	40	329	80	xxxx	690
Move Cap.:	418	xxxx	xxxxx	967	xxxx	xxxxx	41	39	329	74	xxxx	690
Volume/Cap:	0.02	xxxx	xxxx	0.01	xxxx	xxxx	0.15	0.03	0.04	0.09	xxxx	0.02
Level Of Service Module:												
Queue:	0.1	xxxx	xxxxx	0.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	13.8	xxxx	xxxxx	8.8	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	B	*	*	A	*	*	*	*	*	*	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	90	xxxxx	xxxx	169	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.7	xxxxx	xxxxx	0.4	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	55.1	xxxxx	xxxxx	28.9	xxxxx
Shared LOS:	*	*	*	*	*	*	*	F	*	*	D	*
ApproachDel:	xxxxxx			xxxxxx			55.1			28.9		
ApproachLOS:	*			*			F			D		

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Existing PM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #3 Stockton/10th Ave

Average Delay (sec/veh): 0.5 Worst Case Level Of Service: D[28.5]

Street Name:	Stockton						10th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 1	0 0	1
Volume Module: PM												
Base Vol:	8	629	8	37	1308	13	3	0	10	4	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	8	629	8	37	1308	13	3	0	10	4	0	10
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	8	629	8	37	1308	13	3	0	10	4	0	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	8	629	8	37	1308	13	3	0	10	4	0	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	8	629	8	37	1308	13	3	0	10	4	0	10
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	xxxx	6.9	7.5	xxxx	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	xxxx	3.3	3.5	xxxx	3.3
Capacity Module:												
Cnflict Vol:	1321	xxxx	xxxxx	637	xxxx	xxxxx	1719	xxxx	661	1377	xxxx	319
Potent Cap.:	530	xxxx	xxxxx	956	xxxx	xxxxx	59	xxxx	410	106	xxxx	683
Move Cap.:	530	xxxx	xxxxx	956	xxxx	xxxxx	56	xxxx	410	99	xxxx	683
Volume/Cap:	0.02	xxxx	xxxx	0.04	xxxx	xxxx	0.05	xxxx	0.02	0.04	xxxx	0.01
Level Of Service Module:												
Queue:	0.0	xxxx	xxxxx	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	0.0
Stopped Del:	11.9	xxxx	xxxxx	8.9	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	10.3
LOS by Move:	B	*	*	A	*	*	*	*	*	*	*	B
Movement:	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	166	xxxxx	99	xxxx	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.3	xxxxx	0.1	xxxx	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	28.5	xxxxx	42.8	xxxx	xxxxx
Shared LOS:	*	*	*	*	*	*	*	D	*	E	*	*
ApproachDel:	xxxxxx			xxxxxx			28.5			19.6		
ApproachLOS:	*			*			D			C		

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BASELINE NO PROJECT

AM Peak Hour

Unsignalized Intersections

Baseline AM

Scenario Report

Scenario:	Baseline AM
Command:	Baseline AM
Volume:	Baseline AM
Geometry:	Baseline AM
Impact Fee:	Default Impact Fee
Trip Generation:	none
Trip Distribution:	none
Paths:	none
Routes:	none
Configuration:	Default Configuration

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Baseline AM

Signal Warrant Summary Report

Intersection	Base Met [Del / Vol]	Future Met [Del / Vol]
# 2 Stockton/9th Ave	??? / ???	No / No
# 3 Stockton/10th Ave	??? / ???	No / No

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Baseline AM

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Stockton/9th Ave

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound				South Bound				East Bound				West Bound			
Movement:	L	-	T	- R	L	-	T	- R	L	-	T	- R	L	-	T	- R
Control:	Uncontrolled				Uncontrolled				Stop Sign				Stop Sign			
Lanes:	1	0	1	1 0	1	0	1	1 0	0	0	1!	0 0	0	0	1!	0 0
Final Vol.:	7	982		8	6	392		7	5		1	8	3		0	5
ApproachDel:	xxxxxx				xxxxxx				15.5				19.6			

Approach[eastbound][lanes=1][control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=14]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=1424]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound][lanes=1][control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.0]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=8]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=1424]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

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Baseline AM

Peak Hour Volume Signal Warrant Report [Urban]

Intersection #2 Stockton/9th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound				South Bound				East Bound				West Bound			
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:	7		982		8	6		392		7	5		1		8	3		0		5

Major Street Volume: 1402
Minor Approach Volume: 14
Minor Approach Volume Threshold: 168

Baseline AM

Peak Hour Delay Signal Warrant Report

****

Intersection #3 Stockton/10th Ave

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound				South Bound				East Bound				West Bound			
Movement:	L	-	T	- R	L	-	T	- R	L	-	T	- R	L	-	T	- R
Control:	Uncontrolled				Uncontrolled				Stop Sign				Stop Sign			
Lanes:	1	0	1	1 0	1	0	1	1 0	0	0	1!	0 0	0	0	1!	0 0
Final Vol.:	3	1039		12	6	400		1	2		0	1	3		0	10
ApproachDel:	xxxxxx				xxxxxx				22.5				23.0			

Approach[eastbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.0]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=3]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1477]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=13]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1477]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Baseline AM

Peak Hour Volume Signal Warrant Report [Urban]

Intersection #3 Stockton/10th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound					South Bound					East Bound					West Bound				
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:		3	1039		12		6	400		1		2		0	1		3		0	10

Major Street Volume: 1461
Minor Approach Volume: 13
Minor Approach Volume Threshold: 154

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Baseline AM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #2 Stockton/9th Ave

Average Delay (sec/veh): 0.3 Worst Case Level Of Service: C[19.6]

Street Name:	Stockton						9th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	- T	- R	L	- T	- R	L	- T	- R	L	- T	- R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module: AM												
Base Vol:	7	967	8	6	386	7	5	1	8	3	0	5
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	7	967	8	6	386	7	5	1	8	3	0	5
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Baseline Pr:	0	15	0	0	6	0	0	0	0	0	0	0
Initial Fut:	7	982	8	6	392	7	5	1	8	3	0	5
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	7	982	8	6	392	7	5	1	8	3	0	5
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	7	982	8	6	392	7	5	1	8	3	0	5
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	6.5	6.9	7.5	xxxx	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	4.0	3.3	3.5	xxxx	3.3
Capacity Module:												
Cnflict Vol:	399	xxxx	xxxxx	990	xxxx	xxxxx	913	1412	200	1208	xxxx	495
Potent Cap.:	1171	xxxx	xxxxx	706	xxxx	xxxxx	232	139	814	141	xxxx	525
Move Cap.:	1171	xxxx	xxxxx	706	xxxx	xxxxx	227	137	814	137	xxxx	525
Volume/Cap:	0.01	xxxx	xxxx	0.01	xxxx	xxxx	0.02	0.01	0.01	0.02	xxxx	0.01
Level Of Service Module:												
Queue:	0.0	xxxx	xxxxx	0.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	8.1	xxxx	xxxxx	10.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	B	*	*	*	*	*	*	*	*
Movement:	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	358	xxxxx	xxxx	255	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.1	xxxxx	xxxxx	0.1	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	15.5	xxxxx	xxxxx	19.6	xxxxx
Shared LOS:	*	*	*	*	*	*	*	C	*	*	C	*
ApproachDel:	xxxxxx			xxxxxx			15.5			19.6		
ApproachLOS:	*			*			C			C		

Baseline AM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #3 Stockton/10th Ave

Average Delay (sec/veh): 0.3 Worst Case Level Of Service: C[23.0]

Street Name:	Stockton						10th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	- T	- R	L	- T	- R	L	- T	- R	L	- T	- R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module:												
Base Vol:	3	1024	12	6	394	1	2	0	1	3	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	3	1024	12	6	394	1	2	0	1	3	0	10
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Baseline Pr:	0	15	0	0	6	0	0	0	0	0	0	0
Initial Fut:	3	1039	12	6	400	1	2	0	1	3	0	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	3	1039	12	6	400	1	2	0	1	3	0	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	3	1039	12	6	400	1	2	0	1	3	0	10
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	xxxx	6.9	7.5	xxxx	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	xxxx	3.3	3.5	xxxx	3.3
Capacity Module:												
Cnflict Vol:	401	xxxx	xxxxx	1194	xxxx	xxxxx	1066	xxxx	201	1435	xxxx	597
Potent Cap.:	1169	xxxx	xxxxx	521	xxxx	xxxxx	158	xxxx	813	84	xxxx	397
Move Cap.:	1169	xxxx	xxxxx	521	xxxx	xxxxx	152	xxxx	813	83	xxxx	397
Volume/Cap:	0.00	xxxx	xxxx	0.01	xxxx	xxxx	0.01	xxxx	0.00	0.04	xxxx	0.03
Level Of Service Module:												
Queue:	0.0	xxxx	xxxxx	0.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	8.1	xxxx	xxxxx	12.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	B	*	*	*	*	*	*	*	*
Movement:	LT	- LTR	- RT	LT	- LTR	- RT	LT	- LTR	- RT	LT	- LTR	- RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	209	xxxxx	xxxx	212	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.0	xxxxx	xxxxx	0.2	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	22.5	xxxxx	xxxxx	23.0	xxxxx
Shared LOS:	*	*	*	*	*	*	*	C	*	*	C	*
ApproachDel:	xxxxxx			xxxxxx			22.5			23.0		
ApproachLOS:	*			*			C			C		

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BASELINE NO PROJECT

PM Peak Hour

Unsignalized Intersections

Baseline PM

Scenario Report

Scenario:	Baseline PM
Command:	Baseline PM
Volume:	Baseline PM
Geometry:	Baseline PM
Impact Fee:	Default Impact Fee
Trip Generation:	none
Trip Distribution:	none
Paths:	none
Routes:	none
Configuration:	Default Configuration

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Baseline PM

Signal Warrant Summary Report

Intersection	Base Met [Del / Vol]	Future Met [Del / Vol]
# 2 Stockton/9th Ave	??? / ???	No / No
# 3 Stockton/10th Ave	??? / ???	No / No

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Baseline PM

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Stockton/9th Ave

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound				South Bound				East Bound				West Bound			
Movement:	L	-	T	- R	L	-	T	- R	L	-	T	- R	L	-	T	- R
Control:	Uncontrolled				Uncontrolled				Stop Sign				Stop Sign			
Lanes:	1	0	1	1 0	1	0	1	1 0	0	0	1!	0 0	0	0	1!	0 0
Final Vol.:	9	623		8	11	1290		7	6		1	12	7		0	12
ApproachDel:	xxxxxx				xxxxxx				59.1				30.3			

Approach[eastbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.3]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=19]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1986]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.2]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=19]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1986]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

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Baseline PM

Peak Hour Volume Signal Warrant Report [Urban]

Intersection #2 Stockton/9th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound					South Bound					East Bound					West Bound				
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:	9		623		8	11		1290		7	6		1		12	7		0		12

Major Street Volume: 1948
Minor Approach Volume: 19
Minor Approach Volume Threshold: 55 [less than minimum of 100]

Baseline PM

Peak Hour Delay Signal Warrant Report

Intersection #3 Stockton/10th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Final Vol.:	8	636	8	37	1324	13	3	0	10	4	0	10
ApproachDel:	xxxxxx			xxxxxx			29.2			20.3		

Approach[eastbound][lanes=1][control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=13]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=2053]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound][lanes=1][control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=14]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=2053]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

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Baseline PM

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #3 Stockton/10th Ave

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound					South Bound					East Bound					West Bound				
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:	8		636		8	37		1324		13	3		0		10	4		0		10

Major Street Volume: 2026
Minor Approach Volume: 14
Minor Approach Volume Threshold: 42 [less than minimum of 100]

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Baseline PM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #2 Stockton/9th Ave

Average Delay (sec/veh): 1.0 Worst Case Level Of Service: F[59.1]

Street Name:	Stockton						9th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0 1 1 0			1 0 1 1 0			0 0 1! 0 0			0 0 1! 0 0		
Volume Module: PM												
Base Vol:	9	616	8	11	1274	7	6	1	12	7	0	12
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	9	616	8	11	1274	7	6	1	12	7	0	12
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Baseline Pr:	0	7	0	0	16	0	0	0	0	0	0	0
Initial Fut:	9	623	8	11	1290	7	6	1	12	7	0	12
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	9	623	8	11	1290	7	6	1	12	7	0	12
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	9	623	8	11	1290	7	6	1	12	7	0	12
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	6.5	6.9	7.5	xxxx	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	4.0	3.3	3.5	xxxx	3.3
Capacity Module:												
Cnflict Vol:	1478	xxxx	xxxxx	631	xxxx	xxxxx	1874	2238	739	1495	xxxx	316
Potent Cap.:	405	xxxx	xxxxx	961	xxxx	xxxxx	40	38	320	76	xxxx	686
Move Cap.:	405	xxxx	xxxxx	961	xxxx	xxxxx	38	36	320	70	xxxx	686
Volume/Cap:	0.02	xxxx	xxxx	0.01	xxxx	xxxx	0.16	0.03	0.04	0.10	xxxx	0.02
Level Of Service Module:												
Queue:	0.1	xxxx	xxxxx	0.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	14.1	xxxx	xxxxx	8.8	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	B	*	*	A	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	85	xxxxx	xxxx	161	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.8	xxxxx	xxxxx	0.4	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	59.1	xxxxx	xxxxx	30.3	xxxxx
Shared LOS:	*	*	*	*	*	*	*	F	*	*	D	*
ApproachDel:	xxxxxx			xxxxxx			59.1			30.3		
ApproachLOS:	*			*			F			D		

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Baseline PM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #3 Stockton/10th Ave

Average Delay (sec/veh): 0.5 Worst Case Level Of Service: D[29.2]

Street Name:	Stockton						10th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0 1 1 0			1 0 1 1 0			0 0 1! 0 0			0 0 1! 0 0		
Volume Module: PM												
Base Vol:	8	629	8	37	1308	13	3	0	10	4	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	8	629	8	37	1308	13	3	0	10	4	0	10
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Baseline Pr:	0	7	0	0	16	0	0	0	0	0	0	0
Initial Fut:	8	636	8	37	1324	13	3	0	10	4	0	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	8	636	8	37	1324	13	3	0	10	4	0	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	8	636	8	37	1324	13	3	0	10	4	0	10
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	xxxx	6.9	7.5	xxxx	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	xxxx	3.3	3.5	xxxx	3.3
Capacity Module:												
Cnflict Vol:	1337	xxxx	xxxxx	644	xxxx	xxxxx	1739	xxxx	669	1392	xxxx	322
Potent Cap.:	522	xxxx	xxxxx	951	xxxx	xxxxx	57	xxxx	405	103	xxxx	680
Move Cap.:	522	xxxx	xxxxx	951	xxxx	xxxxx	54	xxxx	405	97	xxxx	680
Volume/Cap:	0.02	xxxx	xxxx	0.04	xxxx	xxxx	0.06	xxxx	0.02	0.04	xxxx	0.01
Level Of Service Module:												
Queue:	0.0	xxxx	xxxxx	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	12.0	xxxx	xxxxx	8.9	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	B	*	*	A	*	*	*	*	*	*	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	162	xxxxx	xxxx	249	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.3	xxxxx	xxxxx	0.2	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	29.2	xxxxx	xxxxx	20.3	xxxxx
Shared LOS:	*	*	*	*	*	*	*	D	*	*	C	*
ApproachDel:	xxxxxx			xxxxxx			29.2			20.3		
ApproachLOS:	*			*			D			C		

BASELINE PLUS PROJECT

AM Peak Hour

Unsignalized Intersections

Baseline plus Project AM

Scenario Report

Scenario:	Baseline plus project AM
Command:	Baseline plus project AM
Volume:	Baseline plus project AM
Geometry:	Baseline plus project AM
Impact Fee:	Default Impact Fee
Trip Generation:	Project AM
Trip Distribution:	Project AM
Paths:	Project AM
Routes:	Project AM
Configuration:	Default Configuration

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Baseline plus Project AM

Signal Warrant Summary Report

Intersection	Base Met [Del / Vol]	Future Met [Del / Vol]
# 2 Stockton/9th Ave	??? / ???	No / No
# 3 Stockton/10th Ave	??? / ???	No / No

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Baseline plus Project AM

Peak Hour Delay Signal Warrant Report

****

Intersection #2 Stockton/9th Ave

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	1 0 1	1 0		1 0 1	1 0		0 0 1!	0 0		0 0 1!	0 0	
Final Vol.:	7	992	8	6	437	23	8	1	9	3	1	5
ApproachDel:	xxxxxx			xxxxxx			17.5			22.0		

Approach[eastbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=18]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1500]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=9]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1500]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

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Baseline plus Project AM

Peak Hour Volume Signal Warrant Report [Urban]

Intersection #2 Stockton/9th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound				South Bound				East Bound				West Bound			
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:	7		992		8	6		437		23	8		1		9	3		1		5

Major Street Volume: 1473
Minor Approach Volume: 18
Minor Approach Volume Threshold: 151

Baseline plus Project AM

Peak Hour Delay Signal Warrant Report

****

Intersection #3 Stockton/10th Ave

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound					South Bound					East Bound					West Bound				
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:	73	1039			12	6	400			46	22		0		15	3		1		10
ApproachDel:	xxxxxx					xxxxxx					36.9					33.9				

Approach[eastbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.4]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=37]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1627]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=14]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=1627]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

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Baseline plus Project AM

Peak Hour Volume Signal Warrant Report [Urban]

Intersection #3 Stockton/10th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound				South Bound				East Bound				West Bound			
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:		73	1039		12		6	400		46		22		0	15		3		1	10

Major Street Volume: 1576
Minor Approach Volume: 37
Minor Approach Volume Threshold: 128

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Baseline plus Project AM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

****

Intersection #2 Stockton/9th Ave

****

Average Delay (sec/veh): 0.4 Worst Case Level Of Service: C[22.0]

****

Street Name:	Stockton						9th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0 1 1 0			1 0 1 1 0			0 0 1! 0 0			0 0 1! 0 0		
Volume Module: AM base												
Base Vol:	7	982	8	6	392	7	5	1	8	3	0	5
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	7	982	8	6	392	7	5	1	8	3	0	5
Added Vol:	0	10	0	0	45	15	3	0	0	0	1	0
project pas:	0	0	0	0	0	1	0	0	1	0	0	0
Initial Fut:	7	992	8	6	437	23	8	1	9	3	1	5
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	7	992	8	6	437	23	8	1	9	3	1	5
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	7	992	8	6	437	23	8	1	9	3	1	5
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	6.5	6.9	7.5	6.5	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	4.0	3.3	3.5	4.0	3.3
Capacity Module:												
Cnflict Vol:	460	xxxx	xxxxx	1000	xxxx	xxxxx	971	1475	230	1241	1482	500
Potent Cap.:	1112	xxxx	xxxxx	700	xxxx	xxxxx	210	128	779	133	126	522
Move Cap.:	1112	xxxx	xxxxx	700	xxxx	xxxxx	205	126	779	130	125	522
Volume/Cap:	0.01	xxxx	xxxx	0.01	xxxx	xxxx	0.04	0.01	0.01	0.02	0.01	0.01
Level Of Service Module:												
Queue:	0.0	xxxx	xxxxx	0.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	8.3	xxxx	xxxxx	10.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	B	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	307	xxxxx	xxxx	221	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.2	xxxxx	xxxxx	0.1	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	17.5	xxxxx	xxxxx	22.0	xxxxx
Shared LOS:	*	*	*	*	*	*	*	C	*	*	C	*
ApproachDel:	xxxxxx			xxxxxx			17.5			22.0		
ApproachLOS:	*			*			C			C		

Baseline plus Project AM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

****

Intersection #3 Stockton/10th Ave

****

Average Delay (sec/veh): 1.6 Worst Case Level Of Service: E[36.9]

****

Street Name:	Stockton						10th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module: AM Base												
Base Vol:	3	1039	12	6	400	1	2	0	1	3	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	3	1039	12	6	400	1	2	0	1	3	0	10
Added Vol:	60	0	0	0	0	45	10	0	14	0	1	0
project pas:	10	0	0	0	0	0	10	0	0	0	0	0
Initial Fut:	73	1039	12	6	400	46	22	0	15	3	1	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	73	1039	12	6	400	46	22	0	15	3	1	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	73	1039	12	6	400	46	22	0	15	3	1	10
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	xxxx	6.9	7.5	6.5	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	xxxx	3.3	3.5	4.0	3.3
Capacity Module:												
Cnflict Vol:	446	xxxx	xxxxx	1226	xxxx	xxxxx	1285	xxxx	223	1637	1924	613
Potent Cap.:	1125	xxxx	xxxxx	493	xxxx	xxxxx	106	xxxx	787	58	58	377
Move Cap.:	1125	xxxx	xxxxx	493	xxxx	xxxxx	96	xxxx	787	54	54	377
Volume/Cap:	0.06	xxxx	xxxx	0.01	xxxx	xxxx	0.23	xxxx	0.02	0.06	0.02	0.03
Level Of Service Module:												
Queue:	0.2	xxxx	xxxxx	0.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	8.4	xxxx	xxxxx	12.4	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	B	*	*	*	*	*	*	*	*
Movement:	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	149	xxxxx	xxxx	139	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.9	xxxxx	xxxxx	0.3	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	36.9	xxxxx	xxxxx	33.9	xxxxx
Shared LOS:	*	*	*	*	*	*	*	E	*	*	D	*
ApproachDel:	xxxxxx			xxxxxx			36.9			33.9		
ApproachLOS:	*			*			E			D		

BASELINE PLUS PROJECT

PM Peak Hour

Unsignalized Intersections

Baseline plus Project PM

Scenario Report

Scenario:	Baseline plus project PM
Command:	Baseline plus project PM
Volume:	Baseline plus project PM
Geometry:	Baseline plus project PM
Impact Fee:	Default Impact Fee
Trip Generation:	Project PM
Trip Distribution:	Project PM
Paths:	Project PM
Routes:	Project PM
Configuration:	Default Configuration

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Baseline plus Project PM

Signal Warrant Summary Report

Intersection	Base Met [Del / Vol]	Future Met [Del / Vol]
# 2 Stockton/9th Ave	??? / ???	No / No
# 3 Stockton/10th Ave	??? / ???	Yes / Yes

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Baseline plus Project PM

Peak Hour Delay Signal Warrant Report

Intersection #2 Stockton/9th Ave

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound					South Bound					East Bound					West Bound				
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:	9		685		8	11		1296		39	33		3		33	7		1		12
ApproachDel:	xxxxxx					xxxxxx					456.5					56.6				

Approach[eastbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=8.8]
SUCCEED - Vehicle-hours greater than or equal to 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=69]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=2137]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.3]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=20]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=2137]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

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Baseline plus Project PM

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #2 Stockton/9th Ave

****

Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound					South Bound					East Bound					West Bound				
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:	9		685		8	11		1296		39	33		3		33	7		1		12

Major Street Volume: 2048
Minor Approach Volume: 69
Minor Approach Volume Threshold: 38 [less than minimum of 100]

Baseline plus Project PM

Peak Hour Delay Signal Warrant Report

Intersection #3 Stockton/10th Ave

Future Volume Alternative: Peak Hour Warrant Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Lanes:	1 0 1	1 0		1 0 1	1 0		0 0 1!	0 0		0 0 1!	0 0	
Final Vol.:	46	636	8	37	1304	60	65	2	119	4	1	10
ApproachDel:	xxxxxx			xxxxxx			487.0			34.6		

Approach[eastbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=25.2]
SUCCEED - Vehicle-hours greater than or equal to 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=186]
SUCCEED - Approach volume greater than or equal to 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=2292]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Approach[westbound] [lanes=1] [control=Stop]
Signal Warrant Rule #1: [vehicle-hours=0.1]
FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=15]
FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4] [total volume=2292]
SUCCEED - Total volume greater than or equal to 800 for intersection with four or more approaches.

Baseline plus Project PM

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #3 Stockton/10th Ave

****

Future Volume Alternative: Peak Hour Warrant Met

Approach:	North Bound					South Bound					East Bound					West Bound				
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Uncontrolled					Uncontrolled					Stop Sign					Stop Sign				
Lanes:	1	0	1	1	0	1	0	1	1	0	0	0	1!	0	0	0	0	1!	0	0
Final Vol.:	46		636		8	37		1304		60	65		2		119	4		1		10

Major Street Volume: 2091
Minor Approach Volume: 186
Minor Approach Volume Threshold: 31 [less than minimum of 100]

Baseline plus Project PM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #2 Stockton/9th Ave

Average Delay (sec/veh): 15.4 Worst Case Level Of Service: F[456.5]

Street Name:	Stockton						9th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0 1 1 0			1 0 1 1 0			0 0 1! 0 0			0 0 1! 0 0		
Volume Module: PM base												
Base Vol:	9	623	8	11	1290	7	6	1	12	7	0	12
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	9	623	8	11	1290	7	6	1	12	7	0	12
Added Vol:	0	62	0	0	27	11	27	2	0	0	1	0
project pas:	0	0	0	0	-21	21	0	0	21	0	0	0
Initial Fut:	9	685	8	11	1296	39	33	3	33	7	1	12
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	9	685	8	11	1296	39	33	3	33	7	1	12
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	9	685	8	11	1296	39	33	3	33	7	1	12
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	6.5	6.9	7.5	6.5	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	4.0	3.3	3.5	4.0	3.3
Capacity Module:												
Cnflict Vol:	1603	xxxx	xxxxx	693	xxxx	xxxxx	2039	2459	801	1655	2478	347
Potent Cap.:	345	xxxx	xxxxx	912	xxxx	xxxxx	28	26	276	55	25	655
Move Cap.:	345	xxxx	xxxxx	912	xxxx	xxxxx	26	25	276	43	24	655
Volume/Cap:	0.03	xxxx	xxxx	0.01	xxxx	xxxx	1.27	0.12	0.12	0.16	0.04	0.02
Level Of Service Module:												
Queue:	0.1	xxxx	xxxxx	0.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	15.7	xxxx	xxxxx	9.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	C	*	*	A	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	46	xxxxx	xxxx	89	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	6.7	xxxxx	xxxxx	0.8	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	457	xxxxx	xxxxx	56.6	xxxxx
Shared LOS:	*	*	*	*	*	*	*	F	*	*	F	*
ApproachDel:	xxxxxx			xxxxxx			456.5			56.6		
ApproachLOS:	*			*			F			F		

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Baseline plus Project PM

Level Of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #3 Stockton/10th Ave

Average Delay (sec/veh): 40.2 Worst Case Level Of Service: F[487.0]

Street Name:	Stockton						10th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Uncontrolled			Uncontrolled			Stop Sign			Stop Sign		
Rights:	Include			Include			Include			Include		
Lanes:	1 0 1 1 0			1 0 1 1 0			0 0 1! 0 0			0 0 1! 0 0		
Volume Module: PM base												
Base Vol:	8	636	8	37	1324	13	3	0	10	4	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	8	636	8	37	1324	13	3	0	10	4	0	10
Added Vol:	38	0	0	0	0	27	62	2	89	0	1	0
project pas:	0	0	0	0	-20	20	0	0	20	0	0	0
Initial Fut:	46	636	8	37	1304	60	65	2	119	4	1	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	46	636	8	37	1304	60	65	2	119	4	1	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Vol.:	46	636	8	37	1304	60	65	2	119	4	1	10
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	4.1	xxxx	xxxxx	7.5	6.5	6.9	7.5	6.5	6.9
FollowUpTim:	2.2	xxxx	xxxxx	2.2	xxxx	xxxxx	3.5	4.0	3.3	3.5	4.0	3.3
Capacity Module:												
Cnflict Vol:	1364	xxxx	xxxxx	644	xxxx	xxxxx	1819	2144	682	1459	2170	322
Potent Cap.:	510	xxxx	xxxxx	951	xxxx	xxxxx	50	49	397	92	47	680
Move Cap.:	510	xxxx	xxxxx	951	xxxx	xxxxx	43	43	397	56	41	680
Volume/Cap:	0.09	xxxx	xxxx	0.04	xxxx	xxxx	1.50	0.05	0.30	0.07	0.02	0.01
Level Of Service Module:												
Queue:	0.3	xxxx	xxxxx	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
Stopped Del:	12.8	xxxx	xxxxx	8.9	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	B	*	*	A	*	*	*	*	*	*	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	101	xxxxx	xxxx	136	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	15.2	xxxxx	xxxxx	0.4	xxxxx
Shrd StpDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	487	xxxxx	xxxxx	34.6	xxxxx
Shared LOS:	*	*	*	*	*	*	*	F	*	*	D	*
ApproachDel:	xxxxxx			xxxxxx			487.0			34.6		
ApproachLOS:	*			*			F			D		

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BASELINE PLUS PROJECT

AM Peak Hour

Mitigation

Baseline plus Project AM

Scenario Report

Scenario:	Baseline plus project AM
Command:	Baseline plus project AM
Volume:	Baseline plus project AM
Geometry:	Baseline plus project AM
Impact Fee:	Default Impact Fee
Trip Generation:	Project AM
Trip Distribution:	Project AM
Paths:	Project AM
Routes:	Project AM
Configuration:	Default Configuration

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Baseline plus Project AM

Impact Analysis Report
Level Of Service

Intersection	Base LOS	Base Del/ Veh	Base V/ C	Future LOS	Future Del/ Veh	Future V/ C	Change in
# 3 Stockton/10th Ave	A	1.9	0.347	A	6.4	0.225	+ 4.509 D/V

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Baseline plus Project AM

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #3 Stockton/10th Ave

Cycle (sec): 70 | Critical Vol./Cap. (X): 0.225
Loss Time (sec): 9 (Y+R = 4 sec) | Average Delay (sec/veh): 6.4
Optimal Cycle:OPTIMIZED | Level Of Service: A

Street Name:	Stockton						10th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L - T - R			L - T - R			L - T - R			L - T - R		
Control:	Protected			Protected			Permitted			Permitted		
Rights:	Include			Include			Include			Include		
Min. Green:	0	20	0	0	20	0	0	20	0	0	20	0
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module: AM Base												
Base Vol:	3	1039	12	6	400	1	2	0	1	3	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	3	1039	12	6	400	1	2	0	1	3	0	10
Added Vol:	60	0	0	0	0	54	13	0	14	0	1	0
project pas:	10	0	0	0	0	0	10	0	0	0	0	0
Initial Fut:	73	1039	12	6	400	55	25	0	15	3	1	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	73	1039	12	6	400	55	25	0	15	3	1	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	73	1039	12	6	400	55	25	0	15	3	1	10
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	73	1039	12	6	400	55	25	0	15	3	1	10
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.95	0.95	0.95	0.93	0.93	0.78	1.00	0.78	0.86	0.86	0.86
Lanes:	1.00	1.98	0.02	1.00	1.76	0.24	0.62	0.00	0.38	0.21	0.07	0.72
Final Sat.:	1805	3562	41	1805	3117	429	927	0	556	349	116	1162
Capacity Analysis Module:												
Vol/Sat:	0.04	0.29	0.29	0.00	0.13	0.13	0.03	0.00	0.03	0.01	0.01	0.01
Crit Moves:	****				****		****					
Green/Cycle:	0.18	0.74	0.74	0.01	0.57	0.57	0.12	0.00	0.12	0.12	0.12	0.12
Volume/Cap:	0.22	0.39	0.39	0.39	0.22	0.22	0.22	0.00	0.22	0.07	0.07	0.07
Delay/Veh:	24.9	3.4	3.4	50.4	7.4	7.4	28.5	0.0	28.5	27.5	27.5	27.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	24.9	3.4	3.4	50.4	7.4	7.4	28.5	0.0	28.5	27.5	27.5	27.5
HCM2k98th:	4	11	11	2	6	6	3	0	3	1	1	1

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BASELINE PLUS PROJECT

PM Peak Hour

Mitigation

Baseline plus Project PM

Scenario Report

Scenario:	Baseline plus project PM
Command:	Baseline plus project PM
Volume:	Baseline plus project PM
Geometry:	Baseline plus project PM
Impact Fee:	Default Impact Fee
Trip Generation:	Project PM
Trip Distribution:	Project PM
Paths:	Project PM
Routes:	Project PM
Configuration:	Default Configuration

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Baseline plus Project PM

Impact Analysis Report
Level Of Service

Intersection	Base LOS	Base Del/ Veh	Base V/ C	Future LOS	Future Del/ Veh	Future V/ C	Change in
# 3 Stockton/10th Ave	A	4.9	0.463	B	17.0	0.644	+12.127 D/V

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Baseline plus Project PM

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #3 Stockton/10th Ave

Cycle (sec):	70	Critical Vol./Cap. (X):	0.644
Loss Time (sec):	12 (Y+R = 4 sec)	Average Delay (sec/veh):	17.0
Optimal Cycle:	60	Level Of Service:	B

Street Name:	Stockton						10th Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Permitted			Permitted		
Rights:	Include			Include			Include			Include		
Min. Green:	4	20	0	4	20	0	0	20	0	0	20	0
Lanes:	1 0	1 1	0	1 0	1 1	0	0 0	1! 0	0	0 0	1! 0	0
Volume Module: PM base												
Base Vol:	8	636	8	37	1324	13	3	0	10	4	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	8	636	8	37	1324	13	3	0	10	4	0	10
Added Vol:	38	0	0	0	0	30	71	2	89	0	1	0
project pas:	0	0	0	0	-20	20	0	0	20	0	0	0
Initial Fut:	46	636	8	37	1304	63	74	2	119	4	1	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	46	636	8	37	1304	63	74	2	119	4	1	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	46	636	8	37	1304	63	74	2	119	4	1	10
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Vol.:	46	636	8	37	1304	63	74	2	119	4	1	10
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.95	0.95	0.95	0.94	0.94	0.81	0.81	0.81	0.86	0.86	0.86
Lanes:	1.00	1.98	0.02	1.00	1.91	0.09	0.38	0.01	0.61	0.27	0.06	0.67
Final Sat.:	1805	3558	45	1805	3420	165	583	16	938	435	109	1088
Capacity Analysis Module:												
Vol/Sat:	0.03	0.18	0.18	0.02	0.38	0.38	0.13	0.13	0.13	0.01	0.01	0.01
Crit Moves:	****				****			****				
Green/Cycle:	0.06	0.45	0.45	0.09	0.49	0.49	0.29	0.29	0.29	0.29	0.29	0.29
Volume/Cap:	0.45	0.40	0.40	0.23	0.79	0.79	0.44	0.44	0.44	0.03	0.03	0.03
Delay/Veh:	35.0	12.9	12.9	30.3	17.4	17.4	21.2	21.2	21.2	18.1	18.1	18.1
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	35.0	12.9	12.9	30.3	17.4	17.4	21.2	21.2	21.2	18.1	18.1	18.1
HCM2k98th:	4	12	12	3	29	29	10	10	10	1	1	1

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Exhibit B

NO FEE DOCUMENT:
Entitled to free recording
per Government Code 6103.
When recorded, return to:
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
630 "I" Street
Sacramento, CA 95814

DISPOSITION AND DEVELOPMENT AGREEMENT

REGENT PLACE

OAK PARK NEIGHBORHOOD REDEVELOPMENT PROJECT AREA

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

COMMUNITY PRIDE PROJECT, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION

_____, 2005

DISPOSITION AND DEVELOPMENT AGREEMENT

Regent Place
Oak Park Neighborhood Redevelopment Project Area

THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, and Community Pride Project, a CALIFORNIA 501(C)(3) MUTUAL BENEFIT NONPROFIT CORPORATION also called Agency and Developer, respectively, enter into this Disposition and Development Agreement, also called DDA, as of July 15th, 2005. [For purposes of this Agreement, the capitalized terms shall have the meanings assigned in Section 12.]

RECITALS

A. Agency is the owner of real property located at 3400 Stockton Boulevard and 4601 10th Avenue in the City of Sacramento, State of California, more particularly described in the Property Description.

B. The Property is located in the Oak Park Neighborhood Redevelopment Project Area and is subject to the redevelopment plan for the Project Area. Further, Developer acknowledges that Developer is purchasing the Property from Agency which is a Redevelopment Agency formed and acting under the Community Redevelopment Law (California Health & Safety Code Sections 33000 *et seq.*) and that this document is governed by the Community Redevelopment Law. This DDA is consistent with, and furthers, the Redevelopment Plan and the "Implementation Plan" adopted for the Project Area in that it meets the following implementation plan goals: elimination of blighting conditions and foster economic development of the project area, including creation of jobs and improving the business climate.

C. The primary purpose of this DDA is the elimination of the following blighting influences: low values, impaired investment, and vacant parcels. In order to accomplish such purpose, the DDA provides that the Agency will transfer the Agency's interests in the Property to Developer, upon the express condition that Developer will transfer the Property to a development entity which new entity shall fully assume Developer's rights and obligations under this DDA and redevelop the Property as provided in this DDA. This DDA is intended to assure that the Developer will cause the redevelopment of the Property and that the Developer is not merely speculating in land.

D. Developer desires to assure the development of the Property, and Agency desires to sell the Property for development, on the terms and conditions in this DDA. Agency acknowledges that Developer intends to assign this DDA and transfer the rights under the DDA to Regent Development, Inc., a California corporation (hereinafter "Regent"), in accordance with the terms of this DDA.

AGREEMENT

NOW THEREFORE, the parties acknowledge that the foregoing Recitals are true and correct, and based upon such Recitals and in consideration of the following mutual covenants, obligations and agreements and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **PERFORMANCE.** The parties shall perform their obligations at the times and in the manner specified in this DDA. The time for performance is stated in this DDA and in the Schedule of Performances; provided, however that such times shall be extended for periods of Unavoidable Delay.

2. **PROJECT DESCRIPTION.** Agency is entering into this DDA and conveying the Property to Developer for contribution to Developer solely for the purposes of developing the Project. The Project shall be the following: a four-story, mixed-use commercial building, including first floor retail space, second and third floor office space, fourth floor residential space, and underground parking for the office and residential uses; provided, however, that Developer may request of Agency an amendment to the Regulatory Agreement to allow the first floor retail space to be converted to office uses if Developer provides evidence that Developer has used its best efforts to obtain retail tenants and that interested retail tenants cannot be found, and if Agency reasonably determines that no interested retail tenants are available or will be available in the then foreseeable future, Agency will agree to such amendment.

3. **PURCHASE AND SALE.** Agency agrees to sell and Developer agrees to purchase the Property subject to the terms and conditions in this DDA.

3.1. **PURCHASE PRICE.** The Purchase Price for the Property shall be One Dollar ($1) and shall be payable prior to the conveyance of the Property to Developer as a condition precedent to its conveyance. Developer shall have the right to assign all rights under this DDA, including without limitation, the right to acquire the Property, to Regent, subject to all terms of this DDA, and Regent may act on behalf of Developer to fulfill the conditions precedent to Developer's purchase of the Property from the Agency and to take all other actions required of Developer prior to conveyance of the Property to Developer under this DDA. Such sale of the Property by Developer to Regent shall have no force and effect unless and until Regent executes an assignment of this DDA, which shall bind and subject Regent to all of the rights and obligations of Developer under this DDA.

3.2. **ESCROW.** Developer and Agency have opened, or within ten (10) days after the Effective Date, shall open, the Escrow account subject to the provisions of the Escrow Instructions. Agency and Developer shall execute and deliver the Escrow Instructions to Title Company within ten (10) days after the Effective Date.

3.3. **CONTINGENCY PERIOD.** Commencing on the date of this DDA and continuing for one (1) year thereafter, Developer shall have the opportunity to transfer Property back to the Agency pursuant to Section 4.20.3 below. It is understood and acknowledged by the Parties hereto, that

the exact nature, extent of and cost to remediate the soil cannot be fully ascertained until such soil has been excavated. Therefore, the Contingency Period shall continue through excavation and in any event no longer than one (1) year following the date of this DDA. No later than one (1) year following the date of this DDA, Developer shall inform Agency in writing if Developer wishes to reconvey the Property on the terms and conditions set forth in Section 4.20.3. Developer may undertake, at Developer's expense, an inspection of the property, by itself or its designee, which may include a review of the physical condition of the Property, including but not limited to information relating to the inspection and testing of soils, environmental factors, Hazardous Substances, if any, and archeological reports, engineering data, regulations, ordinances, and laws affecting the Property.

3.3.1. The Contingency Period shall not be tolled or extended for any reason, except by written extension signed by the Agency.

3.3.2. Within five (5) days following the full execution of this DDA by both parties, Agency shall make available to Developer copies of all documents known to Agency staff working directly on the Project. Such staff shall exercise due diligence in seeking such documents within the Agency.

3.3.3. If, during the Contingency Period, Developer determines, in its sole and absolute discretion that it does not approve of the Property Developer may elect to rescind this DDA prior to the termination of the Contingency Period by giving written notice to Agency and tendering to Agency any Agency property then in Developer's possession. If Developer fails to give such notice, as and when due, Developer shall be deemed satisfied with the results of its due diligence inquiry and the condition of the Property and shall have no further right to terminate the DDA on the basis of the condition of the Property.

3.4. **CONDITIONS TO AGENCY'S PERFORMANCE**. Agency's obligation to perform under this DDA is subject to all of the following conditions:

3.4.1. Developer has performed all of the obligations that it is required to perform pursuant to this DDA, including without limitation, obtaining all required approvals of the Plans; obtaining building permits sufficient to commence Project construction; providing all required budgets, reports, evidence of insurance and evidence of funding sufficient for construction; and providing required construction contracts. Agency acknowledges that Developer or its assignee has already provided an Agency-approved budget and evidence of funding sufficient to meet the requirements of this Section. If Developer provides a different budget to any other entity prior to the conveyance of the Property to Developer, Developer shall, as a condition to conveyance of the Property, deliver a copy of such other budget to the Agency for approval.

3.4.2. Developer has entered into an agreement, acceptable to Agency, pursuant to which Developer shall assign the DDA and the right to acquire the Property, for a payment of One Hundred Ninety-five Thousand Dollars ($195,000), to Regent, subject to written assumption, approved by Agency, by which the assignee assumes all of Developer's rights and obligations under this DDA.

3.4.3. Developer has reimbursed the Agency for all third-party costs incurred by the Agency in fulfilling the requirements of CEQA review and compliance for the Project.

3.4.4. Developer has submitted proof to Agency of construction financing in an amount adequate to begin the Project work and Agency confirms that no further proof of financing is required.

3.4.5. The closing conditions as defined in the Escrow Instructions are fulfilled as of Close of Escrow.

3.4.6. Developer's representations and warranties in this DDA are true and correct as of the date of this DDA and as of the Close of Escrow.

3.4.7. The DDA is in full force and effect, no default on the part of Developer having occurred under the DDA, and no event having occurred, which, with the giving of notice or the passage of time, will constitute default by Developer under the DDA.

3.5. **CONDITIONS TO DEVELOPER'S PERFORMANCE.** Developer's obligation to perform under this DDA and to Close Escrow is subject to satisfaction of all of the following conditions:

3.5.1. Agency has performed all of the obligations that it is required to perform pursuant to this DDA.

3.5.2. The closing conditions as defined in the Escrow Instructions are fulfilled as of Close of Escrow.

3.5.3. Agency's representations and warranties in this DDA are true and correct as of the date of this DDA and as of the Close of Escrow.

3.5.4. Agency has received a letter(s) from the County of Sacramento and any other applicable governmental agencies with jurisdiction stating that no further hazardous materials remediation is currently required on the Property and that the Property is safe for residential, retail and office uses.

3.5.5. The DDA is in full force and effect, no default on the part of Agency having occurred under the DDA, and no event having occurred, which, with the giving of notice or the passage of time, will constitute default by Agency under the DDA.

3.5.6. The Property shall be free and clear of all liens, easements, encumbrances, mortgages, deeds of trust, clouds and conditions, rights of occupancy or possession, except those approved in writing by Developer.

3.6. **GENERAL COVENANTS AND REPRESENTATIONS AND WARRANTIES.** The parties make the following covenants, representations, and warranties regarding the Property and the Project.

3.6.1. **AGENCY'S REPRESENTATIONS AND WARRANTIES.** Agency represents and warrants to Developer that as of the date of this DDA and as of the Close of Escrow, the date for which is set forth on the Schedule of Performances, to the knowledge of Agency's Legal Department, its Executive Director, and its staff with responsibility for development of the Property:

3.6.1.1. Agency has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are in violation of any applicable laws regarding Hazardous Substances and underground storage tanks, or informing Agency that the Property is subject to investigation or inquiry regarding Hazardous Substances and underground storage tanks on the Property.

3.6.1.2. Agency has caused both Phase I and Phase II environmental studies to be performed for the Property and to be updated current with this DDA. Agency has provided Developer, or its designee, with a copy of all of said studies and their updates and Developer agrees that as to this study Developer acquires no rights against the Agency. Agency hereby assigns to Developer any and all rights Agency has against the individuals or firms who prepared the study in the event such studies are subsequently determined to be incorrect, incomplete or otherwise defective or negligently prepared in some manner.

3.6.1.3. To the best of Agency's knowledge, there is no pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property or with respect to Agency that would affect the Property.

3.6.1.4. This DDA and all other documents delivered for the Close of Escrow have been duly authorized, executed, and delivered by Agency; are binding obligations of Agency; and do not violate the provisions of any agreements to which Agency is a party.

3.6.2. **AGENCY'S COVENANTS.** Commencing with the full execution of this DDA by both parties and until the Close of Escrow:

3.6.2.1. Agency shall promptly notify Developer and its assignee of any facts that would cause any of the representations contained in this DDA to be untrue as of the Close of Escrow.

3.6.2.2. Agency shall not permit any liens, encumbrances, or easements to be placed on the Property, other than the approved exceptions named as acceptable in the Escrow Instructions or as identified and approved in this DDA.

3.6.2.3. Agency shall not, without the written consent of Developer and its assignee, enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Developer or the Property after the Close of Escrow without the prior written consent of Developer and its assignee, except as otherwise agreed in this DDA.

3.6.2.4. Agency shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, other than ordinary wear and tear.

3.6.2.5. Agency shall convey the Property to Developer pursuant to the terms and conditions contained in this DDA.

3.6.3. **DEVELOPER'S REPRESENTATIONS AND WARRANTIES.** In anticipation of the assignment of the DDA to Regent, Developer is making no representations and warranties, but as a condition of assignment of the DDA to Regent and assumption of the rights and obligations of this DDA, Regent represents and warrants to Agency that as of the date of Regent's assumption of this DDA, and as a condition of Regent's assumption of this DDA:

3.6.3.1. Regent has reviewed the condition of the Property, including without limitation, physical condition of the Property (above and below the surface) and issues regarding land use and development of the Property, is satisfied that the Property is suitable in all respects for its intended development and uses, as it is and without addition of other parcels.

3.6.3.2. Regent's agreement to close the Escrow for the acquisition of the Property serves as Regent's representation that Regent has obtained all additional information regarding the Property that Regent considers necessary for its due diligence in acquiring the Property.

3.6.3.3. To the best of Regent's knowledge, there is no pending or threatened litigation, administrative proceeding or other legal or governmental action with respect to Regent which would affect its ability to fulfill its obligations under this DDA and acquire the Property or which may constitute a lien against Regent's equity or Regent's interests in the Property, now or in the future.

3.6.3.4. Any information that Regent has delivered to Agency, either directly or through Regent's agents, is, to the best of Regent's actual knowledge, accurate, and Regent has disclosed all material facts concerning Regent's intended operation and development of the Property.

3.6.3.5. Regent has the financial capacity, the equity and the financing necessary to fulfill its obligations under this DDA and acquire the Property. Regent represents that any equity and funding commitments represented by Regent to Agency as available to the Project are unencumbered and that Regent has not represented to any other party that it will use such funds for any purpose other than the Project (and covenants that it will not use them for any other purpose) without prior written Agency consent.

3.6.3.6. This DDA and all other documents delivered for the Close of Escrow have been duly authorized, executed, and delivered by Regent; are binding obligations of Regent; and do not violate the provisions of any agreements to which Regent is a party.

3.6.4. **DEVELOPER'S COVENANTS.** Commencing with the full execution of this DDA by both parties and until the Close of Escrow:

3.6.4.1. Developer covenants by and for itself and assigns, and all persons claiming under or through it, that it shall not discriminate on the basis of race, color, ancestry, religion, creed, sex, marital status, or national origin in the sale, lease or rental or in the use or occupancy of the Property and the Project.

3.6.4.2. Developer shall promptly notify Agency of any facts that would cause any of the representations contained in this DDA to be untrue as of the Close of Escrow.

3.6.4.3. Developer shall not cause any liens, encumbrances, or easements to be placed on the Property prior to Close of Escrow, except as otherwise permitted by this DDA or approved in writing by Agency.

3.6.4.4. Developer shall not cause any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear.

3.6.4.5. Developer shall complete the development of the Project at Developer's cost and without requesting or receiving any Agency or City contributions to the Project.

3.6.4.6. Developer shall comply with all provisions of the Regulatory Agreement, and cause any subsequent purchaser of the property to so comply.

3.6.5. **CLOSE OF ESCROW.** The Escrow shall not close, and the Property shall not be conveyed to Developer unless the preceding conditions have been satisfied together with all other conditions stated in the Escrow Instructions for Close of Escrow. The Escrow shall close on or about the date shown on the Schedule of Performances.

3.6.6. **DAMAGE, DESTRUCTION AND CONDEMNATION BEFORE CLOSE OF ESCROW.** Prior to the Close of Escrow, (a) if damage occurs to any portion of the Property by earthquake, mudslide, fire, release of or exposure to any Hazardous Substances, or any other casualty (other than any damage caused by Developer or its employees, agents, Contractor or subcontractors) resulting in repairs or remediation costs that will exceed Fifty Thousand Dollars ($50,000) or (b) if any portion of the Property is taken by eminent domain or otherwise, or is the subject of a threatened or pending taking action resulting in a ten percent (10%) or more decrease in the after-taking value of the Property, Agency shall notify Developer and Regent in writing of the damage, destruction or condemnation , and Developer may, within fifteen (15) days after such notice, elect to terminate this DDA by written notice to Agency. If this DDA is to continue in full force and effect after any such damage or destruction, Agency shall pay or assign to Developer any amount due from or paid by any insurance company or any other party as a result of the damage; and the amount of any deductible under Agency's insurance policy; or If this DDA is to continue in full force and effect after such condemnation action, Agency shall pay any amounts received on account of, and assign to Developer all of Agency's rights regarding, any awards for such taking.

3.7. **COMMISSIONS.** Agency is not responsible, by this DDA or otherwise, to pay commissions on this transaction or any related transaction.

3.8. **PREPARATION AND APPROVAL OF PLANS AND RELATED DOCUMENTS.** The Agency has reviewed the Plans to assure their conformity with the provisions of this DDA and hereby approves of the Plans presented to Agency dated July 30, 2004, which plans were prepared by Ekistics Design Studio. The Agency has been induced to undertake its obligations under this DDA by Developer's promise to cause the development of the Project in accordance with the Plans, the Scope of Development and the provisions of this DDA.

3.8.1. **GOVERNMENTAL CHANGES.** If any revisions or corrections of the Plans shall be required by any government official, agency, department, or bureau in exercise of its proper jurisdiction, the Developer shall inform the Agency. If Agency and Developer concur in writing with the required change, Developer shall incorporate the change and it shall be deemed approved by Agency. If Agency or Developer reasonably disagrees with the required change, they shall reasonably cooperate with the Agency requiring the change in efforts to develop a mutually acceptable alternative.

3.8.2. **APPROVAL OF SUBSTANTIAL CHANGES TO FINAL PLANS.** If the Developer desires to make any substantial changes in the Plans, Developer shall submit such proposed changes, in writing, to the Agency for its approval. The Plans shall be construed to include any such changed Plans. The Agency shall approve or disapprove the proposed change as soon as practicable. Nothing in this Section shall be construed to relieve Developer of its obligations under all applicable laws regarding such changes.

3.8.2.1. **SUBSTANTIAL CHANGE.** A substantial change in the Plans shall include, without limitation, the following changes, excluding those items generally considered to be tenant improvements:

1) Material changes in the layout, elevation design, functional utility or square footage.

2) Material changes in use of exterior finishing materials substantially affecting architectural appearance or functional use and operation.

3) Any change that reduces the effectiveness of any mitigation measure required for CEQA approval of the Project.

4) Material changes in site development items for the Property that are specified in the Plans.

5) Material changes in the type, location, visibility, accessibility, size, design or artist for any artwork shown in the Plans or otherwise accepted by the Agency under the Art in Public Places Program.

6) Material changes in quality of project or landscaping materials.

7) Any change in public amenities specified in the Plans.

8) Any material changes requiring approval of, or any change required by, any city, county or state board, body, commission or officer.

9) Any change that would preclude or materially reduce the ability to use the Project as intended by this DDA.

3.8.3. **MISREPRESENTATION.** If the Agency's approval of the Plans is reasonably based upon a material misrepresentation to Agency by Developer, or its assignee, or by anyone on behalf of Developer or its assignee, the Agency may, within a reasonable time after discovery of the misrepresentation, take any action permitted by law with regard to any such misrepresentation, notwithstanding Agency's prior approval, including without limitation, rescission of the approval or such other equitable remedies as may then be appropriate to such rescission.

4. **DEVELOPMENT PROVISIONS.** As stated in detail in this Section 4, Developer shall construct and manage the Project according to the requirements established in this DDA, which includes, without limitation, the Scope of Development, the Schedule of Performances and the Plans. Developer shall promptly begin, diligently prosecute, and timely complete the construction of the Project. In interpreting the provisions of this DDA, the provisions that specifically enforce the Redevelopment Plan and the applicable provisions of the California Redevelopment Law (commencing at Health and Safety Code Section 33000) shall control.

4.1. **PROJECT COMMENCEMENT.** Developer shall not enter the Property, except with an entry permit granted by the Agency, or begin work on the Project until the Agency has conveyed the Property to Developer and Developer is in full compliance with all governmental requirements for start of construction.

4.2. **CONSTRUCTION CONTRACTS.** Developer shall submit to Agency the construction contract or contracts for the Project, provided, however, that Developer may redact and omit the financial terms and provisions of the construction contract, excepting the contract amount. Agency's review of the construction contract shall be limited to determining the construction contract's compliance with this DDA.

4.3. **GOVERNMENTAL REVIEW PROCESS.** Notwithstanding any other provision of this DDA, Developer is subject to all building, planning, design and other plan review requirements that are otherwise applicable to the Project, including without limitation those of the City of Sacramento. To assure proper review by the City, Developer has submitted plans to the City's Planning Department. In addition, Developer shall, as applicable, take designs before the City's Design Review/Preservation Board or its appropriate subcommittee for comment as soon as practicable. Conditions to the Project imposed by the City shall be considered obligations of the

Developer under this DDA. If a dispute with City staff arises regarding such City conditions, Developer shall accept the decision of the City's Planning Commission interpreting, imposing and enforcing such City conditions, subject to any applicable appeals process of the Planning Commission.

4.4. **ART IN PUBLIC PLACES.** The Project is subject to the Art in Public Places Program. Developer shall comply fully with the Art in Public Places Program, and pursuant to such policy, Developer shall expend, for the acquisition and installation of Aesthetic Improvements, not less than two percent (2%) of the construction contract price for the Project.

4.5. **PAYMENT BOND.** As a condition precedent to beginning construction of the Project, the Developer shall provide the Agency a copy of a payment bond obtained by Developer or Contractor in favor of the Developer as a named obligee, in form and amount as approved by the Agency securing payment of all labor and material suppliers and subcontractors for the work as stated in the construction contract for the Project. The bond shall be written with a surety listed as acceptable to the federal government on its most recent list of sureties. Developer shall assure compliance with all requirements of the surety. Developer shall permit no changes in the work to be performed by the Contractor and shall make no advance payments to the Contractor without prior written notice to the surety and the Agency, if such change or payment could release the surety of its obligations under the bond.

4.6. **SUBSTANTIAL CHANGES.** Developer covenants and agrees that Developer shall not make or permit to be made any construction of the Project which incorporates a substantial change in the Plans, without Agency approval of such changes.

4.7. **LOCAL, STATE AND FEDERAL LAWS.** The Developer shall assure that the construction of the Project is carried out in conformity with all applicable laws and regulations, including all applicable federal and state labor standards. Before commencement of construction or development of any buildings, structures or other work of improvement upon the Property, Developer shall at its own expense secure any and all certifications and permits which may be required by any governmental agency having jurisdiction over such construction, development or work. Agency shall cooperate in securing certifications and permits which require consent of the owner of the property. Developer shall permit only persons or entities which are duly licensed in the State of California, County of Sacramento and City of Sacramento, as applicable, to perform work on or for the Project.

4.8. **PREVAILING WAGES.** The parties acknowledge that the Project may be subject to the payment of prevailing wages. Developer has had the opportunity to meet with Developer's legal counsel and to request a ruling on the matter before the appropriate governmental body. Developer has made its independent determination of the applicability of prevailing wage laws and has independently implemented such determination. Developer indemnifies, holds harmless and defends the Agency from all additional wages, benefits, fees, penalties, fines, legal fees, court costs, arbitration costs, and other costs arising from Developer's determinations and actions related to prevailing wage obligations for the work of this DDA.

4.9. **PUBLIC SAFETY PROTECTIONS.** Developer shall assure that all necessary steps are taken (including the erection of fences, barricades and warning devices) to protect private contractors and their employees and the public from the risk of injury arising out of the condition of the Property or Developer's activities in connection with the Property, including without limitation, fire, or the failure, collapse or deterioration of any improvements or buildings.

4.10. **NO DISCRIMINATION DURING CONSTRUCTION.** Developer for itself, the general contractor and their respective successors and assigns, agrees that the following provisions shall apply to, and be contained in all contracts and sub-contracts for the construction of the Project.

4.10.1. **EMPLOYMENT.** Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, creed or national origin. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

4.10.2. **ADVERTISING.** Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, or national origin.

4.10.3. **MONITORING PROVISIONS.** Developer, Contractor and subcontractors shall comply with the requirements of the Agency for monitoring the anti-discrimination and all applicable labor.

4.11. **PUBLIC IMPROVEMENTS.** Developer shall, at Developer's expense, undertake and complete any modification, construction, relocation or improvement of public facilities, improvements and utilities for the development of the Property.

4.12. **AGENCY ACCESS TO THE PROPERTY.** Developer shall permit Agency representatives reasonable access, without charge, to the entire Property during normal business hours for any purpose which Agency reasonably considers necessary to carry out its obligations and protect its interests under the DDA. Purposes for Agency entry may include, without limitation, inspection of all work being performed in connection with the construction of the Project. Agency representatives shall comply with all reasonable safety precautions required by Developer and the Contractor.

4.13. **PROJECT SIGN.** If Developer places a sign on the Property during construction stating the names of the Project participants, it shall also name "Redevelopment Agency of the City of

Sacramento" as a participant in the Project. The Agency name on the sign shall be in letters not less than the size of letters used to name any of the other participants.

4.14. **CERTIFICATE OF COMPLETION.** After the Agency has determined that Developer has completed the construction of the Project in accordance with the Plans and Developer's obligations under this DDA, the Agency will furnish the Developer with the Certificate of Completion certifying such completion. The Agency's issuance of the Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the DDA with respect to the obligations of the Developer to construct the Project as of the Completion Date, subject to any qualifications or limitations stated in such certification. Agency shall prepare and execute the Certificate of Completion in a form suitable for recording in the Official Records of Sacramento County.

4.14.1. The Certificate of Completion shall not constitute evidence of compliance with any governmental requirements regarding the Project other than those of Agency or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance all or any part of the Project. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any provision of this DDA that is not related to construction of the Project.

4.14.2. If the Agency fails to provide a Certificate of Completion within fifteen (15) days after written request by Developer, the Agency shall, within an additional (15) days after a second written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Project in accordance with the provisions of the DDA, or is otherwise in default, and what measure or acts it will be necessary, in the opinion of the Agency, for the Developer to take or perform in order to obtain such certification.

4.15. **CONSTRUCTION PERIOD EXTENSION FEE.** If Developer does not complete the construction of the Project on or before the completion date set forth in the Schedule of Performances, Developer shall pay to Agency, monthly, in advance, on the first day of each month beginning the calendar month following said completion date, a construction period extension fee of Twenty-Five Dollars and No Cents ($ 25.00) for each day by which the completion of construction is delayed beyond said completion date. Such construction period extension fee due for days of delay occurring prior to the first payment date shall be paid in arrears at the time of the first payment under this Section. The number of days used in computation of the construction period extension fee shall be reduced by the number of days of Unavoidable Delay. Failure to pay such construction period extension fee when due is a material default of this DDA. Any unearned portion of an advance payment of any such extension fee shall be refunded by the Agency within thirty (30) days of completion of construction, or of termination of the DDA. In the event of an uncured default by Developer, Agency shall have the option to terminate, upon ten (10) days prior written notice, Developer's rights to such unpaid construction extension fee and to declare Developer in material default of this DDA. In any event, such construction extension fees shall not be accepted for a time period greater than six

months excluding any period of Unavoidable Delay, at which time Developer shall be deemed in material default of this DDA.

4.16. **REPORTS.** During the period of construction, the Developer shall submit to the Agency a written report of the progress of the work as and when reasonably requested by the Agency, but not more often than once each month.

4.17. **NOTIFICATION OF GENERAL CONTRACTORS, ARCHITECTS AND ENGINEERS.** Developer shall assure notification of the Project contractors, architects and engineers for the Project of the requirements of this DDA. Developer shall include, where applicable, the provisions of this DDA in construction contracts, subcontracts, materials and supplies contracts and services and consulting contracts for the Project, and Developer shall undertake the enforcement of such provisions.

4.18. **PROPERTY CONDITION.** As between the Agency and Developer, Developer is solely responsible for the adequacy of investigations conducted or allowed during the Contingency Period.

4.18.1. Except as provided in this DDA, if the condition of the Property (with the exception of Hazardous Substances and underground storage tanks) is not in all respects entirely suitable for the use or uses to which the Property will be put, it is the sole responsibility and obligation of the Developer to take such reasonable actions as may be necessary to place the condition of the Property in a condition which is entirely suitable for its development in accordance with the construction plans and drawings approved by Agency. Except as provided in this DDA, Agency shall not be responsible for removing any surface or subsurface obstructions, or structures of any kind on or under the Property.

4.18.2. Developer is solely responsible for the development, at Developer's cost, of all improvements, services, and amenities required or desired for the Project, including without limitation, the routing or relocation of any and all utility lines within and serving the Property. Developer acknowledges that the Property may have inadequate water service to satisfy Fire Department requirements for the Project. Developer is solely responsible, at Developer's cost, to assure that adequate water service is available to the Property.

4.19. **ZONING OF THE PROPERTY.** Agency exercises no authority with regard to zoning of the Property. Developer shall assure that zoning of the Property at the time of development shall be such as to permit the development and construction, use, operation and maintenance of the Project in accordance with the provisions of this DDA.

4.20. **HAZARDOUS SUBSTANCES.** Agency and Developer, for itself and its successors in interest, acknowledge the existence of Hazardous Substances on the Property, to the extent characterized by Phase I and Phase II Hazardous Materials Investigation reports, obtained by Agency and delivered to Developer and Regent.

4.20.1 Developer has agreed to mitigate the Hazardous Substances as set forth below to the extent necessary to complete development of the Project in conformance with all applicable laws. If the Contingency Period has terminated without Developer's rescission of this DDA, Developer shall, thereafter, be solely responsible to obtain such Hazardous Substances assessments as Developer deems reasonably necessary to assure the development of the Project in accordance with all applicable laws, rules and regulations; and shall be solely responsible to remediate any Hazardous Substances later discharged on the Property, as and to the extent required by any federal, state or local agency having jurisdiction regarding Hazardous Substances standards or remediation and as may be necessary to avoid incurring liability or further liability under any federal, State and local law or regulation.

4.20.2 Notwithstanding the preceding subsection 4.20.1, Agency agrees that Developer, or Regent as the Developer's assignee, will be responsible for the excavation, removal and disposal of the soil identified as contaminated in said Hazardous Materials investigation reports, on behalf of and in the name of the Agency. Agency specifically agrees that all contaminated soils removed and disposed of from the Property shall be and remain at all times in the ownership of Agency and that the Agency will be shown as the owner of such contaminated soils on all manifests, reports, and other documents connected with the excavation, transport and disposal of said soils, whether occurring before or after the Close of Escrow for the Property. Said contaminated soils excavation, removal and disposal shall be performed in accordance with all applicable laws. If Regent determines that the cost to excavate, remove and dispose of the contaminated soils will exceed Fifty Thousand Dollars ($50,000) based on actual expenses as evidenced by invoices or contracts, Agency agrees that Regent may either:

(a) Elect to terminate this DDA by written notice given to Agency within fifteen (15) days after determination and in any event, no later than one (1) year after the date of this DDA, that the cost of removal and disposal of the contaminated soils will exceed the sum of Fifty Thousand Dollars ($50,000), if such a determination is made prior to the Close of Escrow for the Property; or

(b) If the determination of excess cost is made after the Close of Escrow, Regent shall have the right to transfer ownership of the Property back to Agency by deed, and Agency hereby covenants and agrees to accept such a deed and ownership of the Property.

4.20.3 In the event of a termination of this DDA or a transfer of ownership of the Property back to Agency pursuant to Subsection 4.20.2, Agency agrees to the following as it relates to contaminated soil located within the underground parking garage excavation area: Regent shall refill so much of the excavation at the Property as was performed prior to the date of termination or transfer, as applicable, with clean fill and Agency hereby covenants and agrees to reimburse Regent for the cost of a hazardous materials certified crew to excavate the contaminated soil in the garage area, removal and disposal of the contaminated soils, as well as the cost to refill the excavation with clean fill, up to a maximum amount of Fifty Thousand Dollars ($50,000). Said amount shall be based upon actual, direct costs as documented by invoices or contracts. Upon completion of such fill and the reimbursement of costs to Regent, this DDA shall terminate without further action, excepting only as to items which by their

express terms survive termination. A soils management plan is attached to this DDA as **Exhibit 7, Soils Management Plan,** however, such Soils Management Plan shall not be construed to limit or restrict the extent of the excavation, removal and disposal of the contaminated soils at the Property.

4.20.4 In the event this DDA is terminated or the ownership of the Property is transferred back to Agency pursuant to the foregoing provisions of Subsection 4.20.2 (a) or (b), Agency covenants and agrees to indemnify, defend (with legal counsel reasonably approved by Developer and Regent) and hold harmless Developer and Regent, and their officers, directors, employees, shareholders and agents from any and all loss, damage, claim, liability, expense, fine, penalty, cost, lien, action, award, arbitration, litigation or judgment (including, without limitation attorneys' fees and defense costs) incurred for any personal injury, property damage, costs of remediation of any Hazardous Substances or contaminated soils at the Property (including, without limitation, the cost of consultants and contractors to prepare and implement a remediation plan), or other loss or damage of any kind arising from, resulting from, or in any way related to the storage, disposal or release of Hazardous Substances or contaminated soils at the Property, to the extent such storage, disposal or release did not result from the negligence or intentional misconduct of Developer or Regent.

4.20.5 All of the foregoing provisions of Sections 4.20.2 through 4.20.4 shall survive the Close of Escrow and the recordation of a deed to Regent for the Property or an earlier termination of this DDA.

4.21. **DEVELOPER ACCESS TO PROPERTY.** During the Contingency Period, the Agency shall permit representatives of Developer and its assignee to have access, without charge, to the Property, at all reasonable times for the purpose of obtaining data and making various tests necessary to carry out Developer's obligations under the DDA; provided, however, that Developer and its assignee shall not enter the Property except (a) after execution by Developer and Agency of Agency's standard "Permit for Entry" and (b) after Developer or Regent has obtained insurance coverage then required by Agency. No work shall be performed on the Property until a "Notice of Nonresponsibility" has been recorded and posted in accordance with applicable laws, assuring that Agency interest in the Property shall not be subject to mechanic's liens related to such work. Developer or Regent shall not commence any work on the Property without Agency's written approval of the work to be done, and in any event, Developer and Regent shall not commence any work which might be construed as commencement of the work of the Project for establishment of mechanic's lien rights.

5. **DEVELOPMENT FINANCING.** Except as specifically provided in this DDA, Developer shall be responsible for and shall pay all costs of developing the Project in accordance with this DDA. Developer and Regent have provided the Agency with a complete and firm Project budget including all proposed sources and uses of funds, all "hard" and "soft" costs and contingencies and reflecting, as possible, firm bids or accepted contracts and provided evidence of sufficient funds to meet all budget requirements. To the extent that funds specified in this DDA for the Project are insufficient to fully fund the Project, the Developer or Regent shall provide evidence, reasonably satisfactory to the Agency, of the additional required construction and permanent

financing. Except as expressly provided in this DDA, no party shall have the right of reimbursement for any funds expended by them for the Project, whether prior to execution of this DDA or otherwise. Agency is not obligated by this DDA or otherwise to make any contribution to the Project. Developer shall submit to Agency all budgets prepared by Developer and submitted to any Project lender or equity participant.

5.1. **EVIDENCE OF AVAILABLE FUNDS.** Agency acknowledges that Developer and Regent have provided it with evidence of available funds, as required in the preceding section Developer shall promptly inform Agency of any changes to the budget and proposed financing, together with sufficient information to determine if sufficient funds remain available for the development of the Project.

5.2. **COMMITMENT AND LOAN REQUIREMENTS.** As a material obligation under this DDA, Developer shall assure that the loan documents for the Project are consistent with the Lender's commitment approved by the Agency and comply, in all respects, with this DDA. The Agency may reject a loan commitment unless such commitment: (a) is subject only to Lender's reasonable conditions of title and Developer's execution of standard loan documents (copies of which have been previously provided to and approved by the Agency); (b) contains only usual, customary, and commercially reasonable loan terms; (c) continues in effect until a time when subject financing is reasonably expected to be required; and (d) for construction financing, provides for a construction loan term not less than that specified in the Schedule of Performances for completion of construction and any additional time necessary to fulfill all conditions precedent to funding of permanent financing. The Agency may also reject any commitment if it is based upon sources and uses of Project funds that are different from those approved by Agency for the Project. The Agency may also reject any commitment that requires changes to the Project which conflict with this DDA, that require amendment of this DDA or that require the Agency to enter into agreements with any Lender, guarantor, equity partner or any other third-party.

5.3. **EVIDENCE OF DEVELOPER EQUITY.** Unless otherwise agreed in writing by the Agency and Developer, Developer shall not provide evidence of additional equity.

6. **INDEMNIFICATION FOR HAZARDOUS SUBSTANCES.** Developer shall indemnify, protect and defend Agency, its officers, directors, council members and supervisors, employees, advisory committee members, and agents, and hold them harmless from any and all liability, costs, fees, fines, penalties and claims (including without limitation court, mediation or arbitration costs, attorneys' fees, witnesses' fees, and investigation fees) related to the existence of Hazardous Substances on the Property that were not on the Property prior to Agency's transfer of possession of the Property to Developer or that were related to the removal or discharge of Hazardous Substances by Developer, or its employees, agents or contractors, during Developer's remediation of the Property pursuant to this Section, except to the extent as provided otherwise in Sections 4.20.1 through 4.20.5, inclusive.

6.1.1. Agency shall indemnify, protect and defend Developer, its officers, directors, employees, and agents, and hold them harmless from any and all liability, costs, fees, penalties

and claims (including without limitation court, mediation or arbitration costs, attorneys' fees, witnesses' fees, and investigation fees) related to Hazardous Substances discharged on the Property during or prior to Agency's ownership of the Property or related to the removal or discharge of Hazardous Substances by Agency or its employees, agents or contractors.

6.1.2 This indemnification provision shall survive the termination of this DDA.

7. **INDEMNIFICATION.** Developer shall indemnify, protect, defend and hold harmless Agency, its officers, directors, commission members, employees, advisory committee members, and agents from any and all liability from bodily injury, death and property damage caused by or resulting from the acts or omissions of Developer, its officers, employees, agents or independent contractors and for any and all costs incurred by Agency in defending against such liability claims, including attorney's fees, except for injury, death or property damage caused by the negligent act or willful misconduct of Agency.

7.1.1. Agency shall indemnify, protect, defend and hold Developer, its officers, directors, shareholders, employees and agents harmless from any and all liability from bodily injury, death and property damage caused by or resulting from the acts or omissions of Agency, its officers, commission members, employees, advisory committee members or agents and for any and all costs incurred by Developer and its officers, directors, shareholders, employees and agents in defending against such liability claims, including attorney's fees, except for injury, death or property damage caused by the negligent act or willful misconduct of Developer.

7.1.2. This mutual indemnification provision shall survive the termination of this Agreement.

8. **LIABILITY INSURANCE.** With regard to this DDA, the Developer shall obtain and maintain for the life of the Regulatory Agreements, and require the Contractor and subcontractors for the Project to obtain and maintain for the term of the development of the Project, such insurance as will protect them, respectively, from the following claims which may result from the operations of the Developer, Contractor, subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation benefit acts; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of its employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees; (d) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Developer, or (2) by any other person, claims for damages, other than to the construction itself, because of injury to or destruction of tangible property, including resulting loss of use; (e) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and (f) claims for contractual liability arising from the Developer's obligations under this DDA.

8.1. **LIABILITY INSURANCE POLICY LIMITS.** Developer shall obtain all insurance under this Section 8 written with a deductible of not more than ONE HUNDRED THOUSAND DOLLARS

($100,000) or an amount approved by Agency, and for limits of liability which shall not be less than the following:

8.2. **WORKER'S COMPENSATION.** Developer shall obtain and maintain worker's compensation coverage shall be written for the statutory limits as required by Article 1 (commencing with Section 3700) of Chapter 4 of Part 1 of Division 4 of the California Labor Code (as it may, from time to time, be amended) and having an employer's liability of not less than $1,000,000.

8.3. **COMMERCIAL GENERAL LIABILITY.** Developer shall obtain and maintain Commercial General Liability insurance in Insurance Services Office ("ISO") policy form CG 00 01 Commercial General Liability (Occurrence) or better. Such insurance shall have limits of liability, which are not less than $1,000,000, per occurrence limit; $2,000,000 general aggregate limit, all per location of the Project. Developer shall require the Contractor to carry $2,000,000 products and completed operations aggregate limit on the Contractor's commercial general liability insurance policy and name the Agency as an additional insured thereon.

8.4. **COMPREHENSIVE AUTOMOBILE LIABILITY.** Developer shall obtain and maintain comprehensive automobile liability coverage for any vehicle used for, or in connection with, the Project (owned, nonowned, hired, leased) having a combined single limit of not less than $1,000,000.

8.5. **PROPERTY INSURANCE.** For the duration of the Regulatory Agreements, Developer shall obtain and maintain property insurance in ISO policy form CP 10 30 - Building and Personal Property Coverage - Causes of Loss - Special Form, to the full insurable value of the Property with no coinsurance penalty (and with endorsements of Builder's Risk until completion of construction of the Project), Boiler and Machine to the extent necessary to obtain full insurance coverage, and with such other endorsements and in such amounts as the Agency may reasonably require to protect the Project and the Property. In the event of damage to the Project and subject to the requirements of Lender, Developer shall use the proceeds of such insurance to reconstruct the Project and the public improvements.

8.6. **INSURANCE PROVISIONS.** Each policy of insurance required under this DDA shall be obtained from a provider licensed to do business in California and having a current Best's Insurance Guide rating of B++ VII , which rating has been substantially the same or increasing for the last five (5) years, or such other equivalent rating, as may reasonably be approved by Agency's legal counsel. Each policy shall contain the following provisions as applicable, unless otherwise approved by Agency's legal counsel in writing in advance:

8.6.1. **ADDITIONAL INSURED.** Developer shall obtain a policy in ISO form CG 20 33 or better, naming Agency as additional insured under the Commercial General Liability Policy.

8.6.2. **SINGLE PROJECT INSURANCE.** It is the intent of the parties that the Project have available all the specified insurance coverages. Developer shall not provide insurance coverages that are considered in aggregate with other Projects which Developer or its Contractor might

have concurrently under construction. The Agency may at its discretion permit an aggregate policy if and only if Developer or the respective Contractor or subcontractor has fully disclosed to Agency other projects which will or may be considered in aggregate with the Project, and thereafter, Developer shall immediately inform Agency of the change in or addition to any such projects. Nevertheless, Agency may, at any time require that the insurance coverage be provided solely for the Project.

8.6.3. **CERTIFIED POLICY COPY.** Developer shall provide Agency with a certified copy of each required policy of insurance. Pending delivery of the certified policy, Developer shall provide Agency with a Certificate of Insurance for each policy on the applicable ACCORD form. The ACCORD form shall not substitute for the policy. ACCORD 25-S "Certificate of Liability Insurance" shall be used for liability insurance deleting the sentence in the top right-hand block immediately below the title (commencing "This certificate is issued as a matter of information . . .) and in the bottom right-hand box above the authorized representative signature, deleting the words "endeavor to" and "but failure to do so shall impose not obligation or liability of any kind upon the insurer, its agents or representatives."

8.6.4. **CANCELLATION.** Each policy shall bear an endorsement precluding cancellation or termination of the policy or reduction in coverage unless the Agency has been given written notice of such intended action at least thirty (30) days prior to its effective date.

8.6.5. **FAILURE TO MAINTAIN.** If Developer fails to obtain or maintain, or cause to be obtained and maintained, any insurance required by this DDA, the Agency shall have the right to purchase the insurance on Developer's behalf, and Developer shall promptly reimburse the full cost of such insurance to the Agency. If Developer fails to reimburse the Agency for insurance, the amount of unpaid reimbursement shall bear interest, at the maximum rate permissible under the law, until paid.

8.6.6. **BLANKET COVERAGE.** Developer's obligation to carry insurance as required under this Section 8 may be satisfied by coverage under a "blanket" policy or policies of insurance (as the term is customarily used in the insurance industry); provided, however, that the Agency shall nevertheless be named as an additional insured under such blanket policy or policies to the extent required by this Section, the coverage afforded the Agency will not be reduced or diminished thereby, and all of the other requirements of this Section 8 with respect to such insurance shall otherwise be satisfied by such blanket policy.

9. **DEFAULTS AND REMEDIES.** Except as otherwise provided in the DDA, if either party defaults in its obligations under this DDA, the defaulting party shall immediately commence and diligently proceed to cure the default within thirty (30) days after written notice of default from the other party or, if reasonable, such longer time as is reasonably necessary to remedy such default if such default cannot reasonably be cured within thirty (30) days for reasons beyond the control of the defaulting party, provided that the defaulting party shall promptly begin and diligently pursue such cure to completion. If the defaulting party does not promptly begin and diligently cure the default within a reasonable time, the other party may institute proceedings to cure the default, including without limitation, proceedings to compel specific performance by the

defaulting party. Subject to any extension of time permitted by this DDA, a failure or delay by a party to perform any term or provision of this DDA constitutes a default of this DDA. As a condition precedent to termination of the DDA under this Section, each party shall first tender the return of all property or funds received from or on behalf of the other party, other than funds properly retained as liquidated damages. After such return of property and funds and termination of the DDA, neither Agency nor Developer shall have any further rights against or liability to the other under the DDA except as expressly set forth in this DDA to the contrary.

9.1. **REVESTING TITLE IN AGENCY.** Notwithstanding any other provisions of this DDA and in addition to any other rights and remedies of the Agency, after conveyance of any part of the Property to Developer and prior to issuance of the Certificate of Completion, if Developer defaults in its obligations related to the Project development, abandons or unreasonably suspends Project construction work, permits any unauthorized encumbrance or lien (including tax liens) and fails to discharge any such unauthorized lien or encumbrance, or permits any transfer of all or any part of the Property, then the Agency shall have, for a period of one year following the Completion Date, the right to re-enter and take possession of the Property, or any part of the Property conveyed to Developer, and to terminate and revest in the Agency the estate so conveyed. It is the intent of this DDA, that the conveyance of the Property to Developer shall be made upon, and that the Grant Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Developer specified in this Section, failure on the part of Developer to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in the DDA, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interest in the Property conveyed by the Grant Deed to Developer, and that such title and all rights and interests of Developer, and any assigns or successors in interest to and in the Property, shall revert to the Agency. Such condition subsequent and any such revesting of title in the Agency shall always be subject to and limited by the lien or security interest authorized by the DDA, and any rights or interests provided in the DDA for the protection of the Lenders; and shall not apply to individual parts or parcels of the Property on which the Project have been completed in accordance with the DDA and for which a Certificate of Completion issued as provided in the DDA. Such condition subsequent shall conform to the provisions of Civil Code Sections 885.010 through 885.070.

9.1.1. **RESALE OF REACQUIRED PROPERTY.** Upon the revesting of title of the Property in the Agency, Agency shall use its best efforts to resell the Property within two years and in such manner as the Agency shall find feasible and consistent with the objectives of the Redevelopment Plan and the Community Redevelopment Law, to a qualified and responsible party, as determined by the Agency, who will assume the obligation of completing the Project or such other improvements in their stead as shall be satisfactory to the Agency. Upon such resale of the Property, the resale proceeds (after repayment of any liens and encumbrances which have previously been approved by Agency in writing) shall be applied as follows:

9.1.2. **DEVELOPER REIMBURSEMENT.** Said proceeds shall be paid first to Developer to reimburse Developer in an amount not to exceed (1) the sum of the purchase price paid by Developer for the Property and the cash actually expended by it in actual construction of any of

the Project (including without limitation fees and expenses paid to any governmental agency on account of the Project, mitigation or development fees, the costs and expenses of all third-party architects, engineers, or similar design professionals, hard and soft costs of construction expended in construction of the Project, and Lender's interest, loan fees and other fees and charges on account of the Loan), less (2) any gains or income withdrawn or made by it from the DDA or the Property and any amounts, including interest on loans, then due from Developer to Agency.

9.1.3. **BALANCE TO AGENCY**. Any balance remaining after such reimbursements shall be retained by the Agency.

9.2. **RIGHTS AND REMEDIES.** Upon the occurrence of any default and the expiration of any applicable notice and cure period without a cure having occurred within the specified cure period, the non-defaulting party shall have the right to institute such actions as it may deem desirable to remedy a default of this DDA as allowed under this DDA, at law or in equity.

9.3. **NONLIABILITY OF AGENCY OFFICIALS AND EMPLOYEES.** No member, official or employee of Agency shall be personally liable under this DDA to Developer, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this DDA.

9.4. **FEES AND COSTS ARISING FROM DISPUTE.** If an action is commenced between the parties, the Prevailing Party in that action shall be entitled to recover from the nonprevailing party all reasonable attorney fees and costs, witness fees, arbitrator's fees, and court and arbitration costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; the party who receives any award for relief through arbitration; or the party determined to be the prevailing party by a court of law.

10. **ENCUMBRANCE OF PROPERTY AND LENDER PROTECTIONS.** Before issuance of a Certificate of Completion, if Developer has obtained Agency's prior written approval, which approval Agency may withhold in exercise of its reasonable discretion and in consideration of the commercially reasonable protection of its interests under this DDA, the Developer may obtain a Loan and encumber the Property as security for the Loan, provided either that the proceeds of the Loan are used solely for construction of the Project improvements upon usual and customary and commercially reasonable terms or that the Loan is permanent project financing made upon usual and customary and commercially reasonable terms. Each lender shall be a federal or state chartered financial institution, a pension fund, an insurance company or such other lender which Agency may approve in writing in advance. After issuance of a Certificate of Completion, the Agency shall have no rights of approval regarding financing secured by the Property. In situations where the Agency's approval of a Loan is required, Developer shall provide the Agency with a conformed copy of all documents related to the Loan. Agency acknowledges that a Lender will rely upon this DDA in making the Loan and that Agency's obligations under this DDA are inducements to Lender's making of the Loan.

10.1. **NOTICES.** If the Agency gives any notice of default to Developer under this DDA, the Agency shall contemporaneously give a copy of such notice to each Lender who has requested such notice in the following form of request for notice at the address stated in such request for notice. Any such default notice that is not so delivered to Lender shall not be effective or binding with regard to Lender or otherwise affect Lender, but failure to deliver such default notice to Lender shall not affect its validity with respect to Developer. Lender shall use the following form for requesting notice:

> [Date]
> The undersigned, whose address for notices is stated immediately below its signature, does hereby certify that it is the Lender as such term is defined in that certain Disposition and Development Agreement dated _____ between the Redevelopment Agency of the City of Sacramento and Community Pride Project, a California nonprofit mutual benefit corporation ("DDA"). Lender requests, in accordance with the DDA, that if any default notice shall be given to Developer under the DDA, a copy of such default notice shall be given to Lender.
> [Lender Name and Address for Notice]

10.2. **ASSIGNMENTS AND TRANSFERS.** Agency shall not be bound to recognize any assignment of Lender's Loan or related encumbrance of the Property unless and until Lender has given Agency written notice of the name and address of the assignee (and if more than one person is an assignee, the designated name and address for notices) and such assignee qualifies as a Lender under this DDA. Thereafter, such assignee shall be considered a Lender with respect to the Loan and the related encumbrance on the Property.

10.3. **LENDER NOT OBLIGATED TO CONSTRUCT.** Notwithstanding any of the provisions of the DDA, Lender shall not be obligated by the provisions of the DDA to construct or complete the Project. Nothing in this Section or any other provision of the DDA shall be construed to permit or authorize Lender to devote the Property to any uses, or to construct any improvements on the Property, other than those uses or improvements provided or permitted in the DDA.

10.4. **LENDER'S OPTION TO CURE DEFAULTS.** After any default of Developer's obligations under the DDA, each Lender shall have the right, at its option, to cure or remedy such default, within the time for cure allowed to Developer, and to add the cost of such cure to the debt and the lien secured by the Property. The Agency shall accept such performance as if it had been performed by Developer; provided, however, that such Lender shall not be subrogated to the rights of the Agency by undertaking such performance. If the breach or default relates to construction of the Project, however, Lender shall not undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect Project or construction already made) unless Lender assumes, in writing satisfactory to the Agency, Developer's obligations to complete the Project on the Property in the manner provided in the DDA. Any Lender who properly completes the Project as provided in the DDA shall be entitled, upon written request made to the Agency, to a Certificate of Completion from the Agency in a manner provided in the DDA. Such certification shall mean that any remedies or rights with respect to the Property that the Agency may have because of Developer's failure to cure any default with respect to the construction of the Project on other parts of the Property, or because of any other default of the

DDA by the Developer shall not apply to the part of the Property to which such Certification relates. Nothing in this Section shall be deemed to limit, modify or release any claim or remedy that the Agency may have against the Developer for such default.

10.5. **DEFAULT BY DEVELOPER.** In the event of a default by Developer, Agency shall not terminate this DDA unless and until the Agency has given notice to Lender of such default, and Lender has failed to cure such default.

10.5.1. If such default cannot practicably be cured by the Lender without taking possession of the Property, then the Schedule of Performances (and, therefore, the Agency's right to terminate this DDA) shall be tolled if and so long as, all of the following are true: (a) Lender has delivered to the Agency, prior to the date on which Agency is entitled to give notice of termination of this DDA, a written instrument satisfactory to Agency in which Lender or its designee unconditionally agrees that it will commence the cure of such default immediately upon Lender or its designee taking possession of the Property and will thereafter diligently pursue such cure to completion; provided, however, that neither the Lender nor its designee shall be obligated to pay damages to the Agency on account of such default, except to the extent of any monies due and unpaid from Developer; (b) Lender or its designee has rights to obtain possession of the Property (including possession by receiver) through foreclosure, deed in lieu of foreclosure or otherwise, and Lender or its designee promptly commences and diligently proceeds to obtain possession of the Property; (c) if Lender is prevented by court action or by any statutory stay from prosecuting foreclosure proceedings, that Lender is diligently seeking relief from such action or stay; and (d) upon receiving possession of the Property, Lender or its designee promptly commences and diligently proceeds to cure such default in accordance with this DDA.

10.5.2. From and after the cure of such Developer default, Lender or its designee is not required to obtain possession or to continue in possession of the Property. Nothing in this Section shall preclude the Agency from exercising any of its rights or remedies with respect to Developer during any period of such forbearance.

10.6. **FORECLOSURE.** Foreclosure of any encumbrance securing the loan of Lender, or any sale under such encumbrance, whether by judicial proceedings or by virtue of any power contained in such encumbrance, or any conveyance of the Property from the Developer to the Lender or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature of foreclosure, shall not require the consent of the Agency. Upon such foreclosure, sale or conveyance, the Agency shall recognize the resulting purchaser or other transferee as the Developer under this DDA, provided that such purchaser or transferee expressly assumes each and every obligation of the Developer under this DDA (except for the obligation to pay damages except to the extent of any monies due and unpaid from Developer under this DDA) by assumption agreement satisfactory to the Agency. If any Lender or its designee acquires Developer's right, title and interest under this DDA as a result of a judicial or nonjudicial foreclosure under any power contained in such encumbrance, or any conveyance of the Property from the Developer to the Lender or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature of foreclosure, such Lender or its designee shall have the

right to assign or transfer Developer's right, title and interest under this DDA to an assignee; provided, however, that the assignee or transferee shall thereafter be subject to all of the terms and conditions of this DDA.

10.7. **MODIFICATIONS.** No modification or amendment to the DDA which materially and adversely affects the Lender's interest in the Property shall be valid and effective unless the Lender's written consent to such modification or amendment has first been obtained, which consent shall not be unreasonably withheld.

10.8. **FURTHER ASSURANCES TO LENDERS.** Agency and Developer shall in good faith consider making such reasonable modifications to this DDA and executing such further instruments and agreements between them as a Lender may reasonably request, provided such modifications, instruments and agreements do not materially, adversely affect any party's expectations or benefit, rights or obligations under this DDA and provided such modifications, instruments, and agreements serve a material economic purpose.

10.9. **ESTOPPEL CERTIFICATE.** Any party may, at any time, request in writing of any other party to certify in writing that, to the knowledge of the certifying party, (i) this DDA is in full force and effect and a binding obligation of the parties; (ii) this DDA has not been amended or modified, or, if so amended, identifying the amendments; and (iii) the requesting party is not in default in the performance of its obligations under this DDA, or, if in default, describing the nature and extent of any such defaults. A party receiving such a request shall execute and return such certificate to the requesting party, or give a detailed written response explaining why it will not do so, within ten (10) days following its receipt. The Agency's designee shall be authorized to execute any such certificate requested by Developer from the Agency.

10.10. **PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER.** In reliance on the financial capability and experience of Developer and Regent, substantial public financing and other public aids have been made available by law and by the federal and local governments to make development of the Property possible. Developer shall not, prior to issuance of a Certificate of Completion, assign Developer's interests or obligations under this DDA or undertake any act or transaction resulting in a significant change in the interests of the principals of Developer or the degree of their control of Developer without the prior written consent of Agency. The transfer or assignment, pursuant to this Section, requires the transferee or assignee to execute and deliver to Agency a valid, binding, written assumption of all obligations of Developer. With respect to this provision, the Developer and the parties signing the DDA on behalf of the Developer represent that they have the authority of all of Developer's principals to agree to and bind them to this provision. Notwithstanding anything to the contrary contained in the foregoing, the Agency acknowledges, consents and agrees that Developer may assign this DDA to Regent without the Agency's written consent and that upon Regent's assumption of all obligations of the Developer, the Developer shall be relieved from all of its obligations under this DDA.

11. **DOCUMENT INTERPRETATION.** This DDA shall be interpreted in accordance with the following rules.

11.1. **ENTIRE DDA; SEVERABILITY.** This DDA integrates all of the terms and conditions related or incidental to its subject matter, and supersedes all negotiations or previous agreements between the parties with respect to its subject matter. If any term or provision of this DDA shall, to any extent, be held invalid or unenforceable, the remainder of this DDA shall not be affected; provided that the intent of the DDA may then be reasonably fulfilled.

11.2. **WAIVERS AND AMENDMENTS.** All waivers of the provisions of this DDA must be in writing and signed by Agency or Developer, as applicable, and all amendments to this DDA must be in writing and signed by Agency and Developer. Any delay by Agency in asserting any rights under this Section shall not operate as a waiver of such rights or to deprive Agency of or limit such rights in any way. Any waiver in fact made by Agency with respect to any specific default by Developer under this Section shall not be considered as a waiver of the rights of Agency with respect to any other defaults by Developer under this Section or with respect to the particular default except to the extent specifically waived in writing.

11.3. **CAPTIONS, GENDER AND NUMBER.** The section headings, captions and arrangement of this DDA are for the convenience of the parties to this DDA. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this DDA. The singular form shall include the plural, and vice versa, and gender references shall be construed to include all genders.

11.4. **DRAFTER.** This DDA shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this DDA. All exhibits referred to in this DDA are attached to it and incorporated in it by this reference.

11.5. **MERGER.** All of the terms, provisions, representations, warranties, and covenants of the parties under this DDA shall survive the Close of Escrow and shall not be merged in the Grant Deed or other documents.

11.6. **TIME FOR PERFORMANCE.** In determining time for performance, it shall be construed that Agency and Developer shall each do the actions required of them, promptly and when specified in this DDA, and that each action specified in the Schedule of Performances shall be performed by the responsible party on or before the date scheduled for its completion.

11.7. **GOVERNING LAW.** This DDA shall be governed and construed in accordance with California law.

11.8. **INSPECTION OF BOOKS AND RECORDS.** Agency has the right, at all reasonable times, to inspect the books and records of Developer regarding the rental of the first floor of the Property as reasonably necessary to determine the efforts of Developer or its assignee to obtain retail tenants.

11.9. **OWNERSHIP OF DATA.** If this DDA is terminated, for any reason, prior to the completion of the Project, Developer shall deliver to Agency any and all data acquired for development of the Property. Agency shall have full ownership and rights to use such data.

11.10. **NOTICES.** All notices to be given under this DDA shall be in writing and sent to the following addresses by one or more of the following methods:

11.10.1. Addresses for notices are as follows:

11.10.1.1. Agency: Redevelopment Agency of the City of Sacramento, 630 I Street, Sacramento, California 95814, Attention: Michelle Perez.

11.10.1.2. Developer: Community Pride Project, a California 501 (C)(3) non-profit mutual benefit corporation, 5625 Stockton Boulevard, Sacramento, CA 95824, Attention: Richard Greene.

11.10.1.3. Regent: Regent Development, Inc., 798 University Avenue, Sacramento, California 95825, Attention: Darrell Petray.

11.10.2. Notices may be delivered by one of the following methods:

11.10.2.1. Certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail;

11.10.2.2. A nationally recognized overnight courier, by priority overnight service, in which case notice shall be deemed delivered one (1) business day after deposit with that courier;

11.10.2.3. Hand delivery with signed receipt for delivery from a person at the place of business of the receiving party and authorized to accept delivery for the receiving party, in which case notice shall be deemed delivered upon receipt, or

11.10.2.4. Telecopy or facsimile, if a copy of the notice is also sent the same day by United States Certified Mail, in which case notice shall be deemed delivered one (1) business day after transmittal by telecopier, provided that a transmission report is automatically generated by the telecopier reflecting the accurate transmission of the notices to receiving party at the "Fax Number" given in the Escrow Attachment or to such other address as Developer or Agency may respectively designate by written notice to the other.

11.11. **SUCCESSORS.** This DDA shall inure to the benefit of and shall be binding upon the parties to this DDA and their respective successors, and assigns.

11.12. **Transaction Structure.** The format, terms and structure of the transaction contemplated in this DDA have been thoroughly reviewed and approved by legal counsel for

Agency. In the event the format, terms or structure of the transaction contemplated by this DDA shall be held, to any extent, by a court of competent jurisdiction to be invalid or unenforceable, Agency shall not seek to hold Developer and Regent responsible in any manner for such invalidity or unenforceability.

12. **DEFINITIONS.** The following definitions shall apply for the purposes of this DDA:

12.1. "Agency" is the Redevelopment Agency of the City of Sacramento. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of California. The principal office of the Agency is located at 630 I Street, Sacramento, California 95814. Agency as used in this DDA includes the Redevelopment Agency of the City of Sacramento and any assignee of or successor to its rights, powers and responsibilities. The Sacramento Housing and Redevelopment Agency is a joint powers agency which provides staffing for the operation of the Agency.

12.2. "Art in Public Places Program" is the commonly used name for the program implementing Agency's Aesthetic Improvement Policy. Aesthetic Improvement Policy is Agency's policy for the creation and display of artwork in public areas. The policy was adopted by Agency Resolution Number 2865, October 16, 1979. The policy as implemented is known as the Art in Public Places Program.

12.3. "Certificate of Completion" is the certificate issued by the Agency certifying Developer's completion of the Project and termination of the revestment provisions.

12.4. "City" is the City of Sacramento in the State of California.

12.5. "Close of Escrow" is the time for the close of the Escrow as provided in the Escrow Instructions.

12.6. "Contingency Period" is the due diligence period allowed to Developer, as further described in Section 3.3.

12.7. "Contractor" is the contractor or contractors with whom Developer has contracted for the construction of the Project.

12.8. "Completion Date" is the date for completion of construction of the Project to the satisfaction of the Agency, which date shall be not sooner than the issuance of a certificate of occupancy for the entire Project. The Completion Date is stated in the Schedule of Performances.

12.9. "DDA" is this Disposition and Development Agreement including the attachments to this DDA consisting of the exhibits named in and attached to this DDA, the Preliminary Plans the Final Plans and any other item expressly incorporated in this DDA, all of which are

incorporated in this DDA as if included in full as provisions in the body of this DDA. A default of any of the items incorporated in the DDA by reference is a default of this DDA.

12.10. "Developer" is Community Pride Project, a California 501(C)(3) non-profit mutual benefit corporation. The principal office of the Developer is located at 5625 Stockton Boulevard, Sacramento, CA 95824 or its assignee as defined in Recital (D) and section 3.6.3.

12.11. "Escrow" is the escrow for the transfer of the Property and for all requirements related to the transfer. The Title Company is the holder of the Escrow.

12.12. "Escrow Instructions" are the escrow instructions for the close of the Escrow for this DDA, a copy of which are attached as **Exhibit 6: Escrow Instructions**.

12.13. "Plans" are the full and final plans, drawings and specifications for the Project as described in, and approved by the Agency under this DDA. The Plans include all construction plans, drawings, specifications and other documents required to obtain all required building permits for the construction of the Project. The Plans may refer, as the context may indicate, to partial Plans prepared and submitted in accordance with this DDA The Plans shall incorporate all applicable mitigation measures which may be required for compliance with approvals under the California Environmental Quality Act (commencing at Public Resources Code Section 21000) and the rules and regulations promulgated under such act. The Plans shall specifically include changes or corrections of the Plans approved as provided in this DDA. The Plans shall include all landscaping, on- and off-site work and artwork related to the Project. Except as approved by the Agency, the Plans shall conform in all material respects to all provisions of this DDA.

12.14. "Grant Deed" is the grant deed for the transfer of the Property to Developer under this DDA. The Grant Deed contains covenants that run with the land, easements and a reverter provision. A copy of the Grant Deed is attached as **Exhibit 2: Grant Deed**.

12.15. "Hazardous Substances" as used in this DDA shall include, without limitation, to, all substances, wastes and materials designated or defined as hazardous or toxic pursuant to any of the following statutes, as they may be amended or superseded, from time to time: the Clean Water Act (33 U.S.C. '1321 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. '9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. '6901 et seq.); the United States Department of Transportation Hazardous Substances Table (49 CFR 172.101); the Environmental Protection Agency list of hazardous materials (40 CFR Part 302) and California Health and Safety Code Sections 25115, 25117, 25122.7, 25140 (Hazardous Waste Control Law), 25316 (Carpenter-Presley-Tanner Hazardous Substances Account Act), 25501 (Hazardous Substances Release Response Final Plans and Inventory) and 25281 (Underground Storage of Hazardous Substances); all applicable local regulations; and all rules and regulations promulgated pursuant to said laws.

12.16. "Lender" shall mean all holders of any lien or encumbrance as security for a loan on all or any part of the Property which loan is made in accordance with this DDA or otherwise approved by Agency in writing.

12.17. "Plans" are the Project designs and elevations, prepared by the Project architect Ekistics Design Studio and dated July 30, 2004, a portion of which (consisting of various elevations) is attached to the staff report for approval of this DDA. Agency has approved the Plans concurrently with the approval of this DDA.

12.18. "Project" is the development of the Property as described in this DDA for the uses stated in this DDA. The Project includes all improvements rehabilitated and constructed on the Property in accordance with this DDA.

12.19. "Project Area" is the Oak Park Neighborhood Area, as defined in the Redevelopment Plan.

13. "Property" is the real property to be developed under this DDA by Developer, as more particularly described in the Property Description. The Property includes all improvements contained within the Property.

13.1. "Property Description" is the legal description of the various parcels of real property affected by this DDA. The Property Description is attached as **Exhibit 1: Property Description.**

13.2. "Purchase Price" is the purchase price for the Property as set out in Section 3.

13.3. "Redevelopment Plan" is the redevelopment plan for the Project Area (as it may be amended from time to time).

13.4. "Regent" is Regent Development, Inc, a California corporation. The principal office of Regent is located at 798 University Avenue, Sacramento, California 95825. The President of Regent is Darrell G. Petray.

13.5. "Regulatory Agreement" a copy of which is attached as **Exhibit 3: Regulatory Agreement**, is the agreement, which sets out the certain provisions of this DDA that shall survive the completion of the Project.

13.6. "Schedule of Performances" is the schedule that establishes the dates by which obligations of the parties under this DDA must be performed and on which conditions must be satisfied. The Schedule of Performances is attached as **Exhibit 4: Schedule of Performances.**

13.7. "Scope of Development" is the detailed description of the construction parameters for the Project. The Scope of Development is attached as **Exhibit 5: Scope of Development**.

13.8. "Title Company" is Alliance Title Company. Title Company is the insurer of title under this DDA and the Escrow holder. The Title Company address is 2250 Douglas Boulevard, Suite 220, Roseville, California 95661, Attn: Melinda Bennett, Escrow Officer.

13.9. "Unavoidable Delay" is a delay in the performance by a party of any obligation which delay is unforeseeable and beyond the control of such party and without its fault or negligence. Unavoidable Delay shall include acts of God, acts of the public enemy, acts of terrorism, war, riot, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, energy shortages, energy rationing, labor or materials shortages, freight embargoes, a general moratorium on financing for projects of the same type, and unusually severe weather (as for example, floods, tornadoes, or hurricanes) or delays of subcontractors due to such causes. In the event of the occurrence of any such enforced delay, the time or times for performance of such obligations of the Agency and Developer shall be extended for the period of the enforced delay, as determined by the Agency, provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after Developer has or should have knowledge of any such enforced delay, have first notified the other party, in writing, of the delay and its cause, and requested an extension for the period of the enforced delay.

THE PARTIES HAVE EXECUTED THIS DDA in Sacramento, California, on the following dates, effective as of the date first written above.

DEVELOPER : COMMUNITY PRIDE PROJECT, A CALIFORNIA 501(C)(3) NON-PROFIT MUTUAL BENEFIT CORPORATION

By: _____
Richard Greene, Executive Director

Date: 7.15.2005

AGENCY: THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
Anne M. Moore, Executive Director

Date: _____

Approved as to form:

_____
Agency Counsel

State of California

County of Sacramento

On July 15, 2005 (Date) before me, April L. Peno, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Richard Greene (Name(s) of Signer(s))

☐ ~~personally known to me~~
☒ proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

APRIL L. PENO
Commission # 1493789
Notary Public - California
Sacramento County
My Comm. Expires Jul 3, 2008

WITNESS my hand and official seal.

April L. Peno
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Document: Disposition & Development Agreement

Document Date: July 15, 2005 Number of Pages: 33

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Greene

☐ Individual
X Corporate Officer — Title~~(s)~~:
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing: Self

RIGHT THUMBPRINT OF SIGNER

EXHIBIT 1

Property Description

LEGAL DESCRIPTION

All that certain real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

Parcel No. 1:

All of Lots 27, 28 and 29 as shown on the "Plat of Tresch Tract", recorded in Book 14 of Maps, Map No. 58, and Lots 7818, 7819, 7820, 7821 and 7822 as shown on the "Plat of H. J. Goethe Company's Subdivision No. 78" recorded in Book 7 of Maps, Map No. 18 records of County of Sacramento Official Records, and more particularly described as Parcel 1 in that certain Certificate of Compliance for Lot Merger recorded December 23, 2003 in Book 20031223, Page 1325 of Official Records.

Parcel No. 2:

All of Lots 7815, 7816, 7817 as shown on the "Plat of H. J. Goethe Company's Subdivision No. 78", recorded in Book 7 of Maps, Map No. 18 of the County of Sacramento Official Records, and more particularly described as Parcel 1 in that certain Certificate of Compliance for Lot Merger recorded December 23, 2003 in Book 20031223, Page 1324 of Official Records.

APN No: 014-0222-067-0000
014-0222-068-0000

EXHIBIT 2

Grant Deed

NO FEE DOCUMENT:
Entitled to free recording
per Government Code 6103.
Recording Requested by the
SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY
630 "I" Street
Sacramento, California 95814
Attention: Legal Department
MAIL TAX STATEMENTS TO;
_____
_____

GRANT DEED

(WITH REVESTMENT PROVISIONS, COVENANTS, RESTRICTIONS AND RESERVATIONS)

For valuable consideration, receipt of which is hereby acknowledged,

THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out the Redevelopment Plan, (the "Redevelopment Plan"), for the Redevelopment Project known as the Oak Park Redevelopment Project Area, the ("Project"), under the Community Redevelopment Law of California, hereby grants to _____ (the "Grantee"), the real property, (the "Property"), described in Exhibit 1 which is attached to, and incorporated in this Deed by this reference, subject to the covenants, restrictions and reservations set forth below which covenants, restrictions and reservations shall inure to the benefit of, and bind, each and every successor, assign or successor in interest of the parties, including any heirs, executors, administrators, transferees or any other person or entity claiming through the parties.

The Property is conveyed in accordance with, and subject to, (i) the Oak Park Redevelopment Project Redevelopment Plan which was adopted by the City Council of the City and duly recorded in the Office of the County Recorder of Sacramento County, California; and (ii) the Disposition and Development Agreement (the "Disposition and Development Agreement") entered into by and between Grantor and Grantee on _____.

1. The Grantee covenants and agrees that the Property shall be devoted only to the uses specified in the applicable provisions of the Redevelopment Plan for the Project (including all Redevelopment Plan amendments, except amendments from which Grantee may be exempt by the doctrine of vested rights), this Deed and any and all instruments recorded pursuant to the Disposition and Development Agreement, including such Agreement, duly recorded by Grantor and affecting the Property. The Property is conveyed to Grantee at a purchase price (the "Purchase Price") determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and agrees that the Grantee, and its successors and assigns shall develop, use, and maintain the Property in accordance with the Regulatory Agreement for the Property between Grantor and Grantee, dated as of the same date as this Grant Deed, and recorded immediately after recordation of this Grant Deed. Grantee acknowledges and agrees that the Property shall be subject to the Regulatory Agreement between Grantor and Grantee, recorded on the Property promptly following recordation of this Grant Deed.

1.1. As provided in the Disposition and Development Agreement, Grantee shall promptly commence and complete development of the Property in accordance with plans and specifications approved by Grantor.

Construction of improvements and development of the Property (the "Improvements") required by the Disposition and Development Agreement shall commence and be prosecuted diligently to completion at the time specified in, and subject to the terms of, the Disposition and Development Agreement.

1.2. Grantee shall maintain the Improvements and any other improvements on the Property in good condition and order, shall keep the Property free from accumulation of debris and waste materials and shall permit no action or inaction on the Property such that the Property detracts from the surrounding neighborhood in any substantial manner.

1.3. All obligations imposed upon Grantee herein shall bind any and all successors of Grantee; provided, however, that upon sale or conveyance of the Project, the party selling or conveying shall be relieved of any such obligation to the extent that such obligation arises after the date of sale or conveyance.

2. Grantee covenants and agrees that prior to recordation of any Certificate of Completion for the Property:

2.1. The Grantor shall have the additional right, at its option, to re-enter and take possession of the Property and all improvements on the Property and to terminate and revest the Property in the Grantor if the Grantee or its successors in interest shall, in accordance with and subject to the terms of the Disposition and Development Agreement (including terms regarding repayments to Grantee):

2.1.1. Fail to commence or complete the construction of the Improvements when required by the Disposition and Development Agreement and after sixty (60) days' written notice from the Grantor of Grantee's failure to timely commence or complete construction, provided that the Grantee shall not have obtained an extension or postponement to which Grantee may be entitled or that Grantee or Grantee's lender for the Project have commenced and are diligently proceeding to cure such default; or

2.1.2. Abandon or substantially suspend construction of the Improvements for more than sixty (60) days after written notice from the Grantor to continue such construction, provided that Grantor shall not have obtained an extension or postponement to which Grantee may be entitled or that Grantee or Grantee's lender for the Project have commenced and are diligently proceeding to cure such default; or

2.1.3. Transfer, or suffer any involuntary transfer, of all or any part of, or interest in, the Property, in violation of the Disposition and Development Agreement or this Grant Deed.

2.2. The right to re-enter, repossess, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

2.2.1. Any mortgage or deed of trust permitted by the Disposition and Development Agreement or this Deed and duly approved by the Grantor; or

2.2.2. Any rights or interests provided for the protection of the holders of such mortgages or deed of trust.

2.3. The right to re-enter, repossess, terminate and revest with respect to the Property shall terminate when the Certificate of Completion has been recorded by the Grantor.

3. The Grantee covenants and agrees that:

3.1. There shall be no discrimination against or segregation of any person on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, or rental or in the use or occupancy of the Property hereby conveyed or any part thereof. Grantee covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.

All advertising (including signs) for sale and/or rental of the whole or any part of the residential units at the Property shall include the legend "Equal Opportunity Houser" in type or lettering of easily legible size and design.

The word "Project" or "Development" may be substituted for the word "Houser" where circumstances require such substitution.

4. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust made in good faith and for value; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5. All covenants contained in this Deed shall be covenants running with the land and equitable servitudes thereon. The covenants contained in Section 2 of this Deed shall terminate upon issuance of a Certificate of Completion for the Property. Every covenant contained in this Deed not previously terminated shall terminate on expiration of the Redevelopment Plan, except that the covenants against discrimination contained in Section 3 of this Grant Deed shall remain in perpetuity.

6. All covenants without regard to technical classification or designation shall be binding for the benefit of the Grantor, its successors and assigns, the City of Sacramento, California, any successor in interest to the Property, the owner of any other land (or of any interest in such land) in the Project which is subject to the land use requirements and restrictions of the Redevelopment Plan, and the covenants against discrimination contained in Section 3 shall be binding for the benefit of the Grantor, the City of Sacramento and the United States of America and such covenants shall run in favor of the Grantor, the City of Sacramento and the United States of America, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the City of Sacramento, is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenant, and the City of Sacramento (and the United States of America, in the event of any such breach of the covenants in Section 3), shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach against Grantee, its successors to and assigns of the Property or any part or interest in the Property, any subcontracting party or parties or other transferees under the Disposition and Development Agreement, and any party in possession or occupancy of all or any part of the Property.

7. Both before and after issuance of a Certificate of Completion, the Grantor and Grantee and their successors and assigns only shall have the right to mutually consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or other restrictions contained in this Deed or to subject the Property to additional covenants, easements, or other restrictions, and Grantor and Grantee may do so without the consent of any tenant, lessee, easement holder, licensee, or any other such person or entity having any interest less than a fee in the Property. Amendments to the Redevelopment Plan applying to other property in the Project shall not require the consent of Grantee by virtue of this Deed.

8. The covenants contained in this Deed shall not be construed as conditions which might result in forfeiture of title, except for the covenants and conditions contained in Section 2 of this Grant Deed.

9. Promptly after the substantial completion of the Improvements in accordance with the provisions of the construction plans approved pursuant to the Disposition and Development Agreement and fulfillment of the related obligations of the Grantee under the Disposition and Development Agreement, the Grantor shall furnish the Grantee with an appropriate instrument (the "Certificate of Completion") certifying such completion and stating that the Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Disposition and Development Agreement and in this Deed obligating the Grantee with respect to the construction of the Improvements and the dates for beginning and completion thereof.

The Certificate of Completion shall be in a form acceptable for recordation in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the Grantor shall refuse or fail to provide the Certificate of Completion, the Grantor shall, within fifteen (15) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said Improvements and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

10. The Grantor certifies that Grantor has complied with all conditions precedent to the valid execution and delivery of this Deed required on its part and that all things necessary to constitute this Deed and its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Deed.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective and duly authorized officers , on the following dates, effective as of _____, _____.

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

_____
Anne Moore
Executive Director

Date:_____

APPROVED:_____
Agency Counsel

Grantee hereby accepts, concurs in and agrees to all the covenants, conditions, easements, reservations and restrictions set forth in this Grant Deed.

GRANTEE

a_____-

_____
By:

Date: _____

[ACKNOWLEDGMENTS]

County of Sacramento
State of California
ss.

On _____ before me, _____
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anne Moore, Executive Director of Redevelopment Agency of the City of Sacramento
Name(s) of Signer(s)

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary Public

County of Sacramento
State of California
ss.

On _____ before me, _____
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary Public

EXHIBIT "1"

That certain real property situated in the City of Sacramento, County of Sacramento, California, described as follows:

EXHIBIT 3

Regulatory Agreement

NO FEE DOCUMENT:
Entitled to free recording
per Government Code 6103.
When recorded, return to:
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
630 "I" Street
Sacramento, CA 95814

REGULATORY AGREEMENT
FOR MIXED USE DEVELOPMENT
INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND

PROJECT NAME:	Regent Place
PROJECT ADDRESS:	3400 Stockton Boulevard and 4601 10th Avenue

NOTICE: **THIS REGULATORY AGREEMENT IMPOSES COVENANTS, CONDITIONS, AND RESTRICTION ON THE PROPERTY THAT STAY WITH THE PROPERTY FOR MANY YEARS, INCLUDING RESTRICTIONS ON THE USE AND MAINTENANCE OF THE PROPERTY.**

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AGENCY AND OWNER HAVE ENTERED THIS REGULATORY AGREEMENT AS OF THE EFFECTIVE DATE.

1. **GENERAL.** This Regulatory Agreement, includes the Exhibits listed below, all of which are attached to and incorporated in this Regulatory Agreement by this reference.

2. **DEFINITIONS.** The capitalized terms in this Regulatory Agreement shall have the meanings assigned below. Terms being defined are indicated by quotation marks. The Agency is providing the Agency Assistance pursuant to the terms and conditions of the Funding Agreement.

TERM	DEFINITION	
"Effective Date"	This Regulatory Agreement shall be effective as of the following date:	
"Agency"	Redevelopment Agency of the City of Sacramento The Agency is a public body, corporate and politic.	
"Owner" and "Developer"		
"Agency Address"	Agency's business address is 630 I Street, Sacramento, California 95814	
"Owner Address"	Owner's business address is as follows:	
"Jurisdiction"	City of Sacramento	
"Property"	That certain real property which is subject to this Regulatory Agreement as further described in the legal description, attached as **Exhibit 1 – Legal Description of the Property**.	
"Disposition and Development Agreement"	The Agency is conveying fee title to the Property to Developer, subject to the terms of the DDA, dated as follows	Dated:
"Agency Assistance "	Agency has contributed the land to the Project in exchange for the development of the Project as provided in the DDA	
"Funding Requirements"	The Funding Restrictions are the legal restrictions on the use of the funds that Agency has used to acquire the Property, which are applicable to and restrict the Property. The funding having consisted solely of tax increment funds, the Funding Requirements are contained entirely in the body of this Regulatory Agreement and no other Funding Requirements are attached.	
"Term"	The Term of each of the respective covenants, conditions and restrictions contained in this Regulatory Agreement is the term stated in the DDA.	
"Special Provisions"	There are no Special Provisions for this Regulatory Agreement.	

"Approved Use"	Owner shall assure that the property is used in conformance with the Redevelopment Plan for the Oak Park Redevelopment Project and only for the following Approved Uses:
	Mixed-use with ground floor retail and above-ground floor office and residential uses; provided, however, that the ground-floor retail use may be converted to office uses if approved by the Agency in accordance with the terms of the DDA, which approval shall be in writing and duly recorded.
"Disapproved Uses"	Owner shall assure that the property is not used, in whole or in part, for any of the following Disapproved Uses:
	establishment deriving more than fifty percent (50%) of it gross revenues from the sale of alcoholic beverages; establishment deriving more than five percent (5%) of its gross revenues from the sale of adult -oriented materials, as for example adult videos and sexual devices, whether for sale or rent or for use offsite or onsite; arcade for video games, pool or billiards or other such gaming activities, except as incidental to a permitted activity; venue for music concerts; venue for dancing; manufacturing facility; facility for repair of any appliances, vehicles or other products; vehicle sales, parts supply or service business; service station for the sale of oil, gasoline and vehicle-related products; facility using, storing, manufacturing or treating hazardous materials; facility for public storage or for warehousing; facility for the housing of passive electronic components such as digital switching units; and establishments creating nuisances or other activities that unreasonably intrude on the peaceful enjoyment of their property by nearby tenants and property owners, including without limitation strong odors, loud noises, bright or flashing lights, loiterers, trash and garbage, and unhealthful or dangerous situations

THE PARTIES HAVE EXECUTED THIS REGULATORY AGREEMENT in Sacramento, California on the following dates, effective as of the date first written above.

OWNER :

By: _____

Date:_____

Approved as to form:_____
Developer Counsel

AGENCY: THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
Anne M. Moore, Executive Director

Date: _____

Approved as to form:_____
Agency Counsel

1. **REPRESENTATIONS.** Agency has provided good and valuable consideration. The funds used by Agency for the Project are funds from public funding sources administered by Agency and their use is subject to certain requirements some of which are embodied in this Regulatory Agreement. This Regulatory Agreement represents a portion of a larger transaction, and is an inextricable part of the larger transaction. Therefore, Agency has undertaken its obligations conditioned upon Owner's agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

2. **COVENANTS.** Owner makes the following covenants. Unless Owner has received the prior written consent of Agency otherwise, Owner shall fully comply with each and every covenant. Owner shall use and shall permit others to use the Property only for the Approved Uses and in accordance with the Redevelopment Plan for the Project Area.

a. Owner shall not use and shall not permit others to use the Property for any of the Disapproved Uses.

b. Owner shall assure full compliance with the Special Provisions, if any.

c. Owner shall maintain the Property and the building improvements, grounds and equipment of the Property in good repair and condition and in compliance with all applicable standards and local code requirements. Owner shall maintain the Property in good condition and shall keep the Property reasonably free from graffiti and unrepaired vandalism and from accumulation of abandoned property, inoperable vehicles, unenclosed storage, debris, and waste materials. In the event of a casualty loss, Owner shall cause the restoration or replacement of the Property, in a timely manner and provided that such restoration or replacement is then economically feasible.

d. Owner shall not cause and shall not permit discrimination on the basis of race, color, ancestry, religion, creed, sex, marital status, or national origin in the sale, lease, or rental or in the use or occupancy of the Property. Owner covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. This covenant against discrimination shall continue in perpetuity.

e. Owner shall assure compliance with the federal Personal Responsibility and Work Opportunity Act (Public Law 104-193, commonly known as the Welfare Reform Act) prohibiting the Agency funding of federal, state or local benefits to persons who are not citizens or qualified aliens as defined in the such act.

2. **RESTRICTION ON SALES AND LEASES.** Developer is prohibited from selling or leasing the Property unless and until the buyer or lessee has executed and the parties have recorded an acknowledgment and acceptance of this Regulatory Agreement. In any event, any and all successors in interest to the Property are subject to this Regulatory Agreement.

3. **NATURE OF COVENANTS.** The provisions contained in this Regulatory Agreement are covenants which subject and burden the Property, as covenants running with the land. It is intended and agreed that the agreements and covenants provided in the Agreement shall be covenants running with the land and equitable servitudes on the land and that they shall, in any event, and without regard to technical classifications or designation, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, the Agency's successors and assigns, any other governmental entity acting within its authority and any successor in interest to Agency's interest under this Regulatory Agreement against the Owner, its successors and assigns and every successor in interest to all or any part of the Property.

4. **SUPERSEDING EXISTING COVENANTS, CONDITIONS, & RESTRICTIONS.** This Regulatory Agreement shall supersede any covenants, conditions and restrictions that have been previously recorded by, or on behalf of, the Agency against the Property.

5. **TERM.** The term of this Regulatory Agreement shall commence on the Effective Date and continue until the expiration of the Redevelopment Plan unless otherwise stated.

6. **RECORDKEEPING AND REPORTING.** Upon written request of Agency, Owner shall promptly provide any additional information or documentation to verify Owner's compliance with the provisions of this Regulatory Agreement. At the written request of the Agency, Owner shall, within a reasonable time following receipt of such request, furnish reports and shall give specific answers to questions regarding the income, assets, liabilities, contracts, operations, and condition of the property and their compliance with the DDA and this Regulatory Agreement.

7. **INSPECTION.** The Property and all related equipment, buildings, plans, offices, books, contracts, records, documents and other related items shall at all times be maintained in reasonable condition for inspection and shall be subject to inspection by the Agency or its agents during reasonable hours solely for the purpose of reviewing Owner's compliance with this Regulatory Agreement. The books and accounts of the operations of the Property and of the Property shall be kept in accordance with generally accepted accounting principles.

8. **INDEMNITY FOR OWNER'S FAILURE TO MEET LEGAL REQUIREMENTS.** Owner shall indemnify and hold Agency, its officers, directors, and employees harmless from any and all liability arising from Owner's failure to comply with the covenants, conditions and restrictions contained in this Regulatory Agreement and its failure to comply with all other laws, rules, regulations and restrictions related to the use of any Agency funds. Without limitation, such indemnity shall include repayment to the Agency of the costs of funds and the value of lost opportunities resulting from the required repayment by Agency to the funding source of funds improperly used.

9. **CHANGES WITHOUT CONSENT OF TENANTS, LESSEES, OR OTHERS.** Only Agency and its successors and assigns, and Owner and its successors and assigns (subject to the reasonable approval of Owner's lender) shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in this Agreement. Such changes or termination shall not require the consent of any easement holder, licensee, other mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property.

10. **DEFAULT.** Upon a breach of any of the provisions of this Regulatory Agreement by Owner, the Agency may give written notice of such breach to Owner by registered or certified mail. To the extent reasonable under the circumstance, in the event of any breach, the Agency and Owner shall reasonably endeavor to identify a remedy for such breach by conference and conciliation. If such violation is not corrected to the reasonable satisfaction of Agency within thirty (30) days after the date such notice is mailed or within such further time as the Agency may reasonably determine is necessary to correct the breach, and without further notice to Owner, the Agency may declare a default under the Agreement, effective on the date of such declaration of default, and upon such default the Agency may: (a) take any action then available under the DDA for a default under the DDA and (b) apply to any court for specific performance of this Regulatory Agreement, for an injunction against any violation of the Agreement, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this Regulatory Agreement, for money damages or for such other relief as may be appropriate. The injury to the Agency arising from a default under any of the terms in this Regulatory Agreement would be irreparable, and the amount of damage would be difficult to ascertain.

a. Agency may institute or prosecute in its own name, any suit Agency may consider advisable in order to compel performance of any obligation of any owner to develop and maintain the subject property in conformity with this Regulatory Agreement and to remedy any default of this Regulatory Agreement. Agency may also seek a decree requiring removal of any improvements constructed on the Property which improvements are designed for uses not permitted under this Regulatory Agreement and which improvements are suitable only for uses not permitted under this Regulatory Agreement.

b. The remedies of the Agency under this Regulatory Agreement are cumulative. The exercise of one or more of such remedies, including, without limitation, remedies under the Funding Agreement shall not be deemed an election of remedies and shall not preclude the exercise by the Agency of any one or more of its other remedies.

11. **BINDING SUCCESSORS IN INTEREST.** This Regulatory Agreement shall bind and the benefits shall inure to the Owner, its successors in interest and assigns, and to the Agency and its successors for the term of this Regulatory Agreement.

12. **CONTRADICTORY AGREEMENTS**. Owner warrants that it has not, and will not, execute any other agreement with provisions in contradiction or opposition to the provisions of this Regulatory Agreement, and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations stated and supersede any other requirements in conflict with this Regulatory Agreement.

13. **ATTORNEYS' FEES**. If the services of any attorney are required by any party to secure the performance of this Regulatory Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or mediation is necessary to enforce or interpret any provision of this Regulatory Agreement or the rights and duties of any person in relation to this Regulatory Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of this Regulatory Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law. The prevailing party shall mean the party receiving an award in arbitration or a judgment in its favor, unless the award or judgment is less favorable than the best settlement offered in writing in a reasonable manner by the other party, in which case the prevailing party is the party making such settlement offer.

14. **SEVERABILITY**. If any term or provision of this Regulatory Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Regulatory Agreement shall not be affected; provided that the intent of the Regulatory Agreement may then be reasonably fulfilled. In any event, the term or provisions shall be deemed to be invalid only as to the entity and circumstance for which it was held to be invalid.

15. **NO WAIVER**. No waiver by the Agency of any breach of or default under this Regulatory Agreement shall be deemed to be a waiver of any other or subsequent breach or default.

16. **NOTICES**. Written notices and other written communications by and between the parties shall be addressed to the Owner at the Owner Address and to the Agency at the Agency Address or such other address as each respective party has designated by written notice to the other party.

EXHIBIT 4

Schedule of Performances

1. In accordance with the DDA, the Developer shall submit a full set of plans and specifications to the Agency for their approval prior to their submission to the City of Sacramento for construction approvals and a building permit.

2. Developer shall submit a complete application for all necessary construction approvals and building permits for the entire Project within six (6) months from the date of this DDA.

3. Developer shall complete construction of the building shell and all accompanying site improvements (parking, landscaping, utility service amenities, etc.) within two years from the date of this DDA.

4. The Close of Escrow for the transfer of title to the Property from Agency to Developer shall take place on or before September 30, 2005; provided, however, that if the Close of Escrow has not taken place by September 30, 2005, then the DDA shall be terminated and neither party shall have any further obligation to the other thereunder.

EXHIBIT 5

Scope of Development

The Project is the development of a four-story, mixed-use commercial building, including first floor retail space, second and third floor office space, fourth floor residential space, and underground parking. The building shall be constructed in accordance with the Plans as defined in the DDA. The Project shall comply with all applicable zoning and planning entitlements.

EXHIBIT 6

Escrow Instructions

JOINT ESCROW INSTRUCTIONS
FOR DISPOSITION AND DEVELOPMENT OF REAL PROPERTY

"Effective Date"	

Agency and Developer execute these Escrow Instructions as of the Effective Date. This document, including attachments and any amendments and additions, shall constitute the joint escrow instructions of Agency and Developer for the transfer of the Property from Agency to Developer.

ARTICLE I. GENERAL TERMS.

1. GENERAL. These Escrow Instructions, in addition to items listed below, include Article II Instructions, which is attached to and incorporated in these Escrow Instructions by this reference.

2. DEFINITIONS. The capitalized terms in these Escrow Instructions shall have the meanings assigned in Article I General Terms and as defined in Article II Instructions. Terms being defined are indicated by quotation marks. Any capitalized terms not otherwise defined in these Escrow Instructions shall have the meanings ascribed to such terms in the Transaction Document.

"Title Company"	Alliance Title Company			
	Address:	2250 Douglas Blvd., Suite 220, Roseville, California 95661.		
"Escrow" with Title Company	**Escrow Number:**	12358261-MJB	**Attention:**	Melinda Bennett, Escrow Officer
"Agency"	Redevelopment Agency of the City of Sacramento			
	Address:	630 I Street, Sacramento, CA 95814		
	Attention:	Michele Perez		
"Developer"				
	Address:			
	Attention:			
"Closing Date"	No later than September 30, 2005			
"Property"	**Address:**	3400 Stockton Boulevard and 4601 10th Avenue	**APN:**	014-0222-067 and 014-0222-068
"Transaction Document"	The document that details the obligations of the parties for the contemplated transaction:			
	Disposition and Development Agreement		**Dated:**	
Description of the transaction	The Agency is selling the Property to the Developer for redevelopment in accordance with the terms of the DDA.			

"Recorded Documents"- The following documents are to be recorded in the order listed (top being first in priority). Copies of the Recorded documents are attached.	**Documents:**	**Marked for return to:**
	Disposition and Development Agreement, Assignment and Assumption Agreement, Release Agreement, Regulatory Agreement and Grant Deed	All to Agency except Assignment and Assumption Agreement and Release Agreement which shall be returned to Community Pride Project and Grant Deed which are marked for return to Developer.
"Agency Items"		
"Developer Items"		

"Special Provisions":
• For Regulatory Agreement - CLTA 124.1
• Escrow fees paid as usual and customary in the County of Sacramento.

"Agency Title Policy" in the form of an ALTA Agency's Policy insuring that the following are valid liens against the property:	**Documents:**			**Coverage amount:**	
	Regulatory Agreement				
"Developer Title Policy" insuring fee title in Developer.	**Type of Policy:**			**Coverage amount (purchase price):**	
	CLTA standard owner's policy			$467,500	
The title policies shall be subject only to the following "Conditions of Title":	Items		Of Title Company's Preliminary Report for the Escrow:	**Dated:**	
				Number:	

THE PARTIES HAVE EXECUTED THESE ESCROW INSTRUCTIONS in Sacramento, California as of the Effective Date.

DEVELOPER:

By: _____

AGENCY:
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By: _____
Anne Moore, Executive Director

ARTICLE II. INSTRUCTIONS

1. **CLOSING DATE.** Escrow shall close on or before the Closing Date as it may be changed from time to time by written agreement of Developer and Agency.

2. **CONDITIONS TO CLOSE OF ESCROW.** "Close of Escrow" means the fulfillment of the Escrow terms and conclusion of the Escrow, including, without limitation, the execution of unexecuted documents, the recordation of documents specified for recording, the issuance of title insurance policies, the payment of fees and the delivery of funds and documents as directed in the escrow instructions for the Escrow. The Close of Escrow shall occur on the Closing Date The following are conditions to the Close of Escrow:

2.1.1. The conditions precedent to performance stated in the Transaction Document and Recorded Documents are satisfied as of the Closing Date.

2.1.2. Simultaneously with the Close of Escrow, Title Company shall issue the Agency Title Insurance to Agency (at Developer's cost) in the amount stated. The Agency Title Insurance shall include all usual and customary endorsements and any endorsements and other commitments as Agency may reasonably require. The Agency Title Insurance shall show the Recorded Documents marked for return to Agency as valid liens against the Property in favor of the Agency, subject only to the Conditions of Title, and securing, as applicable, Developer's performance of it obligations.

2.1.3. Simultaneously with the Close of Escrow, Title Company shall issue the Developer Title Insurance to Agency (at Agency's cost) in the amount stated. The Developer Title Insurance shall include all usual and customary endorsements and any endorsements and other commitments as Developer may reasonably require. The Developer Title Insurance shall insure Developer's fee simple title to the Property subject only to the Conditions of Title.

2.1.4. Prior to the Closing Date, the parties shall duly execute (in Escrow or prior to deposit in Escrow) each such document and shall execute those to be recorded in a manner suitable for recording.

2.1.5. On or before the Closing Date, Agency shall also deposit with Title Company the Developer Items and any funds then to be disbursed under these Instructions, but not less than closing costs, fees and charges required for Close of Escrow.

2.1.6. On or before the Close of Escrow, Developer shall also deposit with Title Company the Agency Items and Developer's share of closing costs and fees.

2.1.7. Title Company is satisfied that all required funds have been deposited in Title Company's account for the Escrow, have cleared the originating bank and are available for transfer by Title Company's check or wire transfer to the appropriate party.

2.2. **UPON CLOSE OF ESCROW.** The Close of Escrow shall take place on the Closing Date. On the Closing Date, Title Company shall complete the Close of Escrow as follows and in the following order (unless otherwise stated, all recorded documents are recorded with the Sacramento County Recorder):

2.2.1. Assure fulfillment of the Special Provisions;

2.2.2. Obtain full execution of all unexecuted documents;

2.2.3. Date all undated documents as of the Closing Date;

2.2.4. Record the Recorded Documents in the priority listed;

2.2.5. Determine all closing costs and fees; including without limitation, all charges, fees, taxes and title insurance premiums payable as provided in Article I of these Instructions on Close of Escrow and any other fees and charges approved for payment from Escrow by both parties and deduct such fees from the funds deposited by Agency and Developer in Escrow;

2.2.6. Deliver the Agency Items to Agency and the Developer Items to Developer; and

2.2.7. Prepare and deliver to Developer and Agency, respectively, signed originals of all documents included for delivery to either party and not delivered for recording, one signed original of Title Company's closing statement showing all receipts and disbursements of the Escrow, and one conformed copy of each of the recorded documents.

2.3. **INABILITY TO CLOSE.** If Title Company is unable to simultaneously perform all of the preceding instructions, Title Company shall notify Developer and Agency, and upon each of their directions return to each party all documents, items and funds deposited in Escrow by such party (less fees and expenses incurred by the respective party) and bill the respective parties for any unpaid fees and expenses incurred in Escrow. If Escrow fails to close on the Closing Date because Developer has not complied with Developer's obligations under these Instructions, then Developer shall pay the costs incurred through Escrow to the date the Escrow is terminated, including the cost of any preliminary title report and any cancellation fees or other costs of this Escrow. If Escrow fails to close on or before the Closing Date because Agency has not complied with Agency's obligations under these Instructions, such costs shall be paid by Agency. If Escrow fails to close on or before the Closing Date for any other reason, such costs shall be divided equally between the parties.

2.4. **COMMISSIONS.** Agency is not responsible, by these Instructions or otherwise, to pay commissions in relation to this transaction.

/ / / / / / / /

ACCEPTANCE OF ESCROW INSTRUCTIONS

Your acceptance of this escrow shall create a contractual obligation by you with Agency and Developer for complete compliance with these instructions. Agency and Developer reserve the right to jointly revoke this escrow at any time upon their payment to you of your fees and reimbursement to you of your expenses in accordance with the terms of these escrow instructions. Your obligations as Escrow Holder under these escrow instructions shall be subject to the following provisions:

You are not responsible as to the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow nor as to the authority or rights of any person executing such instrument. Except as otherwise provided in these escrow instructions, your duties as Escrow Holder are limited to the proper handling of monies and the proper safekeeping of instruments and other items received by you as Escrow Holder, and for the performance of your obligations as specifically provided under these escrow instructions. You are responsible for the sufficiency of any instruments or documents prepared by you for this escrow.

Developer agrees to indemnify and hold you harmless from damages incurred as a result of your good faith and diligent performance of your duties under these escrow instructions.

Upon your acceptance of these escrow instructions return the executed counterparts of these escrow instructions to Agency and Developer, respectively.

Escrow Holder acknowledges receipt of the foregoing escrow instructions and agrees to act as Escrow Holder and to comply with the terms and conditions of said escrow instructions.

Dated: _____

TITLE COMPANY

ALLIANCE TITLE COMPANY

By: _____

Name: Melinda Bennett

Title: Escrow Officer
Its authorized agent and signatory

EXHIBIT 7

Soils Management Plan

EEI

Expertise . . Service . . *Solutions.*

April 15, 2005

Laura (Marshall) McLean
Sacramento County Environmental Management Division
8475 Jackson Road, Suite 230
Sacramento, CA 95826

Subject: **Soil Management Plan (SMP)** - SHRA Property
3400 and 3406 Stockton Boulevard, Sacramento, California
LOP Site No. G010

Dear Laura:

EEI has been retained by the Sacramento Housing and Redevelopment Agency (SHRA) to prepare and submit this *Soil Management Plan (SMP),* which provides general guidance for worker health and safety, and the management of petroleum hydrocarbon impacted soils, for the proposed Regent Place mixed-use development project. The proposed project includes plans for a subgrade parking structure, the construction of which will require the excavation and removal of gasoline and diesel-impacted soils near the southwest corner of 9th Avenue and Stockton Boulevard. This plan addresses proper management and handling of these soils during construciton.

SITE DESCRIPTION

The site is located in a mixed residential/commercial neighborhood, on Stockton Boulevard in the City of Sacramento, California (**Site Location Map, Figure 1**). The site is bounded by commercial/residential property to the south; by residential properties to the west; by 9th Avenue and a UC Davis Medical Center Facility to the north; and by Stockton Boulevard and commercial properties the east.

The site is comprised of two lots, identified by assessor's parcel numbers 014-0222-028 and 014-0222-029, and encompasses approximately 20,000 square feet. The site is currently vacant. Prior to December 2001, the site was developed including two buildings and paved parking areas. Based on historical records, the site has been developed since at least the late 1930's.

PROJECT BACKGROUND

In March and April 2000, EEI conducted a Phase I Environmental Site Assessment (ESA) on the subject properties located at 3400 and 3406 Stockton Boulevard. The property consists of two contiguous lots, encompassing approximately 20,000 square feet, and is currently vacant. It had previously included two buildings and paved parking areas, occupied by two automotive repair shops and a furniture storage facility. Based on historical records reviewed during the ESA, the site had been developed since at least the late 1930's. The properties had been used as service station/auto repair facilities since the 1950's, but ceased operation as a service station in the late 1960's.

Based on the findings of the ESA, EEI has conducted a number of soil and ground investigation at the subject property. The purpose was to verify whether soil/groundwater beneath the site had been impacted with petroleum hydrocarbons or chemicals related to former gasoline service station and vehicle repair facilities located on the subject property. A total of seventeen soil borings, three threnchs, and one groundwater monitoring wells have been installed and number of soil and groundwater samples collected for laboratory analysis (**Site Plan, Figure 2**).

Groundwater is present beneath the site at a depths ranging from approximately 35 to 40 feet below ground surface. Based on the results of laboratory analytical data, soil beneath the property is impacted with elevated concentrations of gasoline, diesel, and related constituents, including lead, benzene, toluene, ethylbenzene, and xylenes **(Table 1)**. It is estimated that approximately 850 cubic yards of impacted soil (i.e., greater than 100 mg/kg TPH-Gasoline) are present beneath the property. The impacted soil appears to be concentrated at depths of between 5 and 30 feet bgs, over an estimated area of approximately 1,100 square feet. Concentrations of gasoline range from 120 to 2,200 milligrams per kilogram (mg/kg) Total Petroleum Hydrocarbons as gasoline (TPH-G). Concentrations of diesel range from 20 to 870 mg kg, Total Petroleum Hydrocarbon as Diesel (TPH-D). Benzene has only been detected in one sample, at a depth of 5 feet bgs, at a concentration of 1.4 mg/kg. Groundwater beneath the property is impacted with low levels of 1, 2-dichloroethane, a gasoline additive formerly used in leaded gasoline **(Table 2)**.

SOIL MANAGEMENT PLAN

Proposed site improvements, which consists of excavating and stockpiling soils, installing subsurface utilities, and constructing a subgrade parking and commercial/residential structures, will be conducted in areas previously identified as petroleum hydrocarbon impacted soils.

Mandatory Agency Notification

The Sacramento County Environmental Management Division (SCEMD) shall be notified a minimum of 48 hours prior to excavation in the areas identified as containing contaminated soil, as indicated in **Figure 2**. The SCEMD must be on site for the collection of any confirmation soil samples. In addition, the SCEMD shall be notified within 24 hours if soil contamination is encountered in any areas of the site not identified in **Figure 2**. The contact for SCEMD is Laura McLean (916) 875-8467.

General Worker Health and Safety

The Standard Guide for Risk-Based Corrective Action Applied to Petroleum Release Sites (RBCA, ASTM E1739-95) provides guidance for risk-based soil screening levels in Table x2.1 Example Tier 1 Risk-Based Screening Level (RBSL) Look-up Table. For the commercial receptor scenarios involving soil volatilization to outdoor air, soil-vapor intrusion from soil into buildings, surficial soil ingestion/dermal contact, and soil-leachate to protect groundwater ingestion, the reported concentrations of toluene, ethylbenzene, and xylenes at the property are all well below the published RBSL's (i.e., by at least one or more orders of magnitude).

The reported concentration of benzene previously reported at SB1-5' (1.4 mg/kg) is below the RBSL's for soil-vapor intrusion from soil into buildings, surficial soil ingestion/dermal contact, and soil-leachate to protect groundwater ingestion. It does exceed the RBSL for soil volatilization to outdoor air (0.45 mg/kg). Therefore, petroleum hydrocarbon constituents, such as benzene vapors, may pose a potential health risk to onsite workers. However, standard construction practices and a worker awareness program should alleviate potential concerns.

Respiratory protection during proposed site improvements is not anticipated. However, work practices such as performing proposed site improvements in the upwind position, dust/vapor suppression using water misting, and conducting regular air monitoring for hydrocarbons vapor, should be observed whenever possible. Where impractical, the site safety officer (SSO), or designated alternate, should be consulted to identify acceptable alternatives.

If conditions are encountered which may potentially result in prolonged worker exposure to hydrocarbons vapors, or if workers report any discomfort (i.e., Dizziness, Headache, Nausea) Level C respiratory protection utilizing NIOSH-approved half-face air purifying respirators (APR) with volatile organic or combination high-efficiency particulate (HEPA)/volatile organic cartridges may be required during excavation activities. Consequently,

contingency planning necessitates that NIOSH-approved half-face APR fitted with VOC or HEPA/VOC combination cartridges be kept onsite during the course of the proposed site improvements. Any worker who may be required to wear an air purifying respirator must have been medically cleared for respirator use and must have received proper training.

TABLE 1 - PHYSICAL CHARACTERISTICS OF SUSPECTED CONTAMINANTS

CHEMICAL NAME	Carcinogen	PEL	STEL	TWA	Vapor Pressure[1] (H_2O =14.7mm)	Boiling Point[1] (H2O= 212°F)	Exposure Pathways	IDLH
Diesel No. 2	Suspected	400 PPM **	none listed	none listed	1mm	350°F	Inh, Abs, Ing, Con	none listed
Unleaded Gasoline (Fresh)	YES	300 PPM **	500 PPM	none listed	38-300 mm	102°F	Inh, Abs, Ing, Con	none listed
Lead ***	No	0.05 mg/m³	none listed	0.1 mg/m³	NA	3164 °F	Inh, Ing, Con	100 mg/m³

PEL = Permissible Exposure Limit
STEL = Short Term Exposure Limit
TWA - Time Weighted Average
IDLH = Imminent Danger to Life and Health
**** = OSHA recommended value, cited in NIOSH or other reference**
***** = Developmental Toxin**

Petroleum Hydrocarbon Impacted Soils

Petroleum hydrocarbon impacted soils were previously reported at in subsurface soils in the area of proposed construction. During excavation of the proposed development area, excavated material that visually displays petroleum hydrocarbon impacted soils (i.e., discoloration and/or staining), should be flagged and controlled during the excavation process.

Visually impacted soils should be stockpiled on poly sheeting (i.e., visqueen) to segregate contaminated soils from clean soils. Vapor and dust from excavation and stockpiling activities should be controlled utilizing one or more the following: water misting; covering with poly sheeting; backfilling of off-gassing excavations; locating stockpiles away from and/or downwind of onsite workers and public receptors; reducing the pace of project site activities and/or halting activities altogether.

Flagged (impacted) areas should be excavated separately from main excavation activities. Flagged (impacted) areas should be mapped on a field map, and field mapping information should be transferred to electronic/CAD maps on a project based time frame as excavation activities progress.

Confirmation soil samples should be collected from stockpiled soil and excavation limits, and properly documented as excavation proceeds. Final excavation confirmation sampling should be conducted at a rate of at least one (1) soil sample per 100 square feet of exposed sidewall and/or excavation floor.

Soil samples may be collected, depending on the presence of known or suspected contaminants. Soil samples should be collected from the bucket of the excavation equipment using hand grab sampling methodology utilizing glass sample jars and/or stainless steel sleeves, and a stainless steel trowel as required. If drive samples are necessary/required, a drive sampler equipped with brass, stainless steel, or acetate liners should be utilized. If glass jars are utilized, samples should be compacted within the sample jar to remove any head space. Soil samples should be custody sealed, labeled with a number unique to the sample, placed in a cooler chilled to 4-degrees Celsius, and logged under proper chain-of-custody (COC) protocol for transportation to a California-state certified laboratory. A mobile laboratory may be utilized to analyze soil samples during the excavation confirmation process, depending upon the nature of the contaminant and/or the scheduling needs of the project.

Stockpile Management

Excavated soils that appear to be visually impacted by petroleum hydrocarbon impacted soils should be stockpiled on poly sheeting. Stockpiled soils should generally be staged in fifty (50) cubic yard (cy) or smaller quantities to allow accurate segregation. Three composite samples should be collected from each stockpile for initial screening purposes. These composite samples should be submitted to a California-state certified laboratory for analysis, as determined by the requirements of the selected disposal facility.

Laboratory analytical Program

The following section is a suggested laboratory analytical program for testing/screening soils impacted by chemicals of concern. This is a suggested laboratory analytical program, and may be altered and/or disqualified depending on contaminant characterization, quantity, regulatory agency directives, or disposal facility requirements.

- All soil samples collected from excavation bottom and sidewall should be analyzed using: EPA Test Method 8015M (Total Petroleum Hydrocarbons) for the presence of gasoline and diesel, EPA Test Method 8021B for the presence of benzene, toluene, ethylbnzene, and xylenes, and EPA Test Method 6010/7421 for Total Lead.

- Stockpiled soils to be transported, and disposed of at a certified recycling and/or waste facility should be analyzed using EPA Test Method 8015M (Total Petroleum Hydrocarbons), EPA Test Method 8260B (volatile organic compounds) and Title 22 Metals.

If you have any questions or comments, please contact me at (805) 987-8728.

Sincerely,

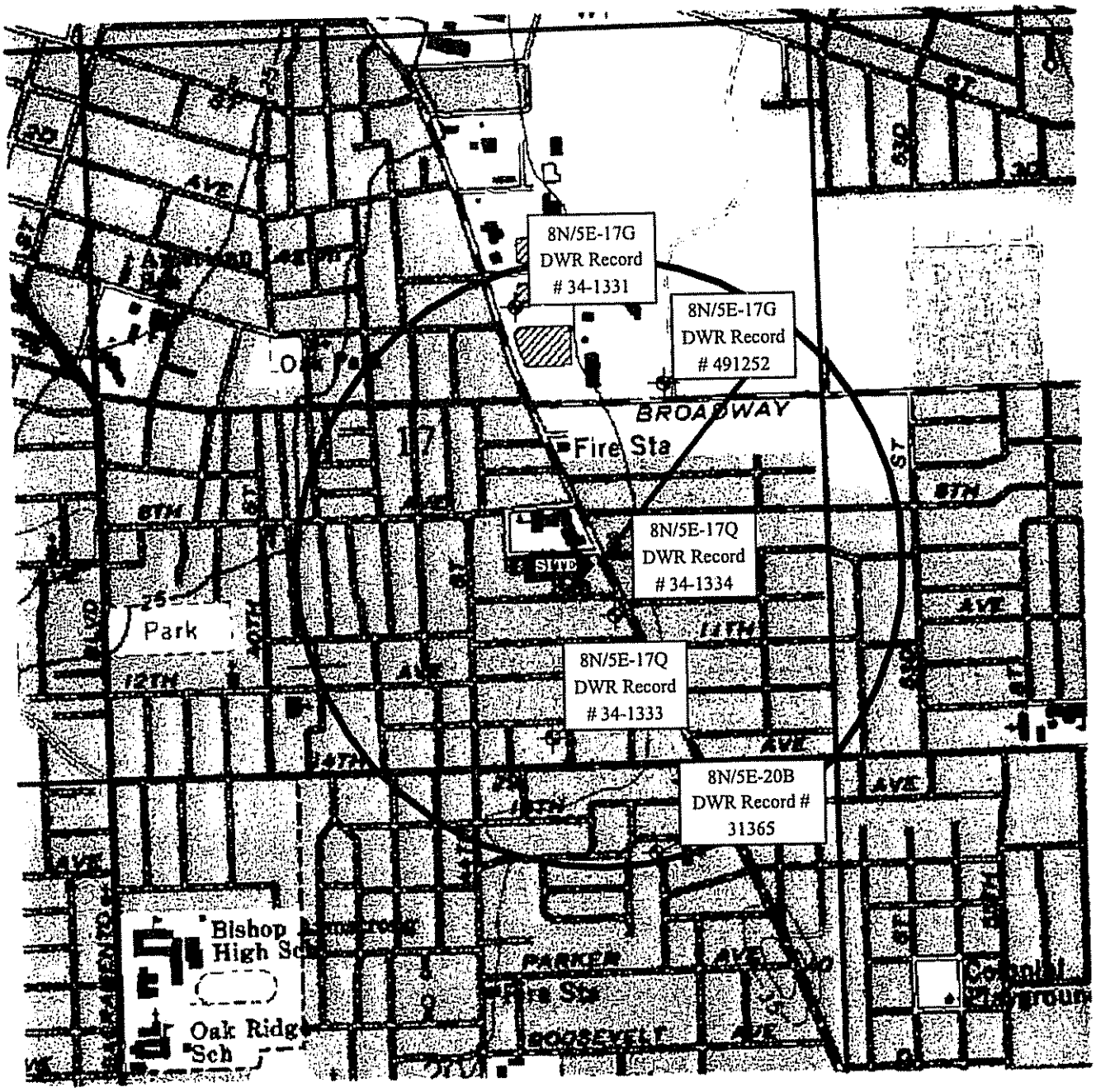
EEI

Bernard A. Sentianin, CPG, RG, REA
Principal Geologist

REGISTERED GEOLOGIST
BERNARD A. SENTIANIN
No. 5530
STATE OF CALIFORNIA

Enclosures:
Figure 1 - Site Location Map
Figure 2 - Site Plan
Table 1 - Analytical Results of Soil Samples
Table 2 - Analytical Results of Groundwater Samples

cc: Craig Locke - SHRA
Gail Ervin - GEC



KEY
Water Well Location (w/ DWR Number)

SOURCES: CALIFORNIA DEPARTMENT OF WATER RESOURCES AND USGS 7.5' TOPOGRAPHIC MAP SACRAMENTO EAST, CALIFORNIA 1994

N

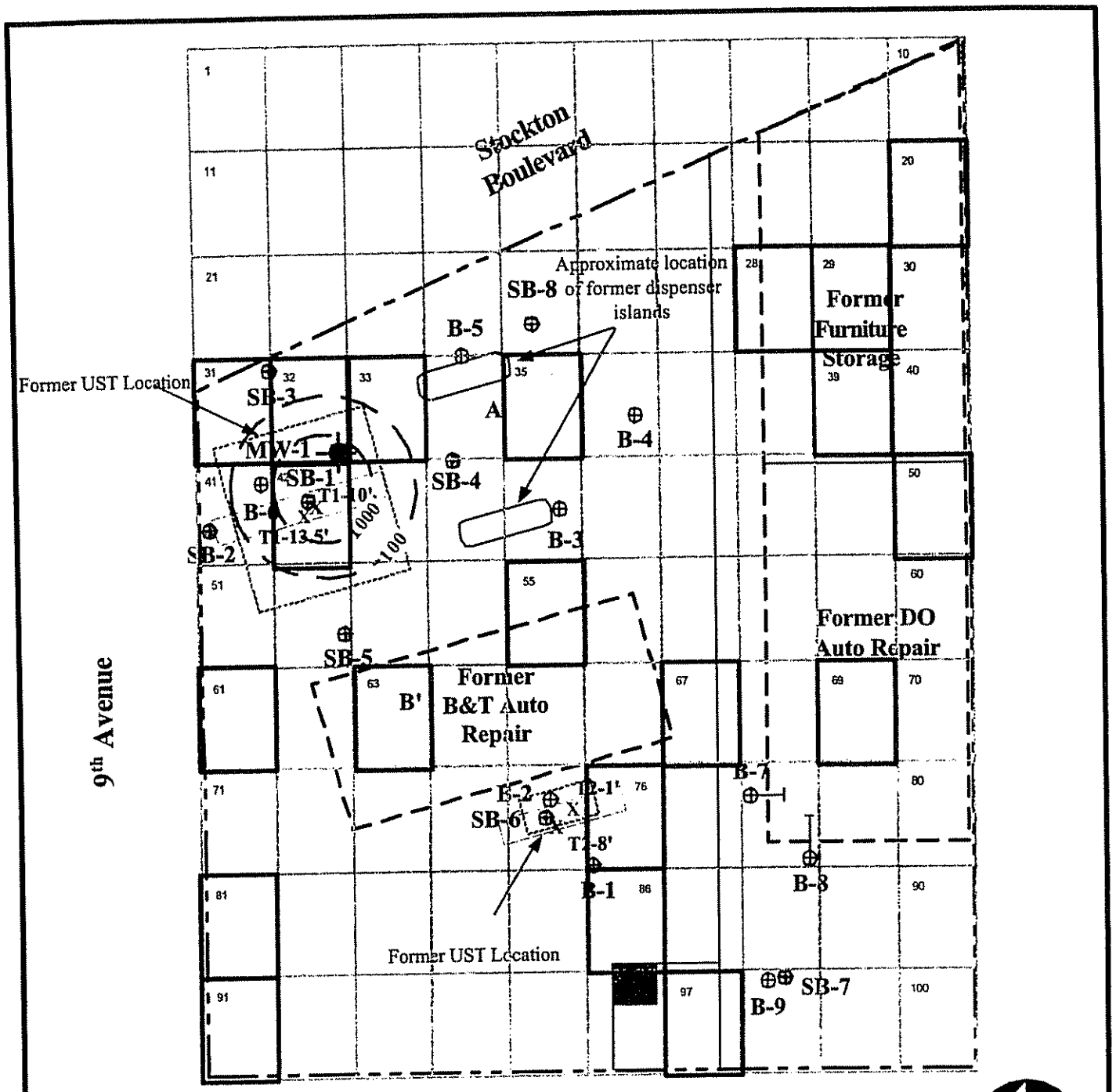
APPROXIMATE SCALE: 1" =1200'

0 600ft 1200ft 2400FT

SITE LOCATION MAP
SHRA PROPERTY
3400 &3406 Stockton Boulevard
Sacramento, California

EEI

FIGURE 1



KEY

X - Soil Sample Location

⊕ - Soil Boring Location

- Monitoring Well Location

100 - TPH-Gas Isopleth (mg/kg) 10-20 feet bgs

97 - Existing Soil Lead Sample Grid Location

SCALE: 1" = 25'

0 15 25 50ft

N

SITE PLAN
SHRA PROPERTY
3400 & 3406 Stockton Boulevard
Sacramento, California

EEI

FIGURE 2

TABLE 1
Analytical Results of Soil Samples(reported in mg/kg)

Sample ID	TPH	TPH-D	TPH-G	TPH-MO	VOC's	MTBE	B	T	E	X	RCRA Metals					CAM Metals	Total Lead	STLC Pb (mg/l)
											Ar	Cd	Cr	Pb	Se			
B1-10'	NT	NT	<0.1	NT	NT	<0.01	<0.005	<0.005	<0.005	<0.005	NT	NT	NT	8	NT	NT	NT	NT
B2-1'	2,500	NT	NT	NT	0.034 [1]	NT	NT	NT	NT	NT	<5	<1	30	180	<5	NT	NT	3.3
B2-6'	1,700	NT	NT	NT	0.078 [1]	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
B3-2'	NT	NT	<0.1	NT	NT	<0.01	<.005	<.005	<.005	<.005	NT	NT	NT	12	NT	NT	NT	NT
B4-11'	NT	NT	<0.1	NT	NT	<0.01	<.005	<.005	<.005	<.005	NT	NT	NT	7	NT	NT	NT	NT
B5-2'	NT	NT	<0.1	NT	NT	<0.01	<.005	<.005	<.005	<.005	NT	NT	NT	11	NT	NT	NT	NT
B6-2'	NT	NT	<0.1	NT	NT	<0.01	<.005	<.005	<.005	<.005	NT	NT	NT	12	NT	NT	NT	NT
B6-5'	NT	NT	<0.1	NT	NT	<0.01	<.005	<.005	<.005	<.005	NT	NT	NT	16	NT	NT	NT	NT
B7-4'	<30	NT	NT	NT	<5-50	NT	NT	NT	NT	NT	NT	NT	NT	10	NT	NT	NT	NT
B8-3'	<10	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	41	NT	NT	NT	NT
B9-6"	1,300	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	230	NT	NT	NT	7.9
MW1-15'	NT	200	1,100	NT	NT	NT	<0.5	3.9	9.4	22	NT	NT	NT	NT	NT	NT	NT	NT
MW1-30'	NT	55	640	NT	NT	NT	<0.5	0.58	6.3	11	NT	NT	NT	NT	NT	NT	NT	NT
MW1-45'	NT	<1	<1	NT	NT	NT	<0.5	<0.5	<0.5	<0.5	NT	NT	NT	NT	NT	NT	NT	NT
MW1-60'	NT	<1	<1	NT	NT	NT	<0.5	<0.5	<0.5	<0.5	NT	NT	NT	NT	NT	NT	NT	NT
SB1-5'	NT	870	1,500	NT	NT	<0.5	1.4	0.91	2.7	5.9	NT	NT	NT	NT	NT	NT	4.99	NT
SB1-10'	NT	665	2,200	NT	NT	<0.5	<0.5	2.4	22	61	NT	NT	NT	NT	NT	NT	5.32	NT
SB1-20'	NT	498	1,100	NT	NT	<0.5	<0.5	0.52	6.9	16	NT	NT	NT	NT	NT	NT	NT	NT

[1] = Total Xylenes; [2] = 1,3,5-Trimethylbenzene; [3] = Naphthalene; [4] = Chloroform; [5] = Hexachlorobutadiene;
TPH = Total Petroleum Hydrocarbons - Full Range; TPH-D = Total Petroleum Hydrocarbons as Diesel; TPH-G = Total Petroleum Hydrocarbons as Gasoline; TPH-MO = Total Petroleum Hydrocarbons as Motor Oil; VOC's = Halogenated and Aromatic Volatile Organic Compounds; MTBE = Methyl tert-Butyl Ether; PAH's = Polynuclear Aromatic Hydrocarbons; B = Benzene; T = Toluene;
E = Ethylbenzene; X = Total Xylenes; Ar = Arsenic; Cd = Cadmium; Cr = Chromium; Pb = Lead; Se = Selenium; CAM Metals = Title 22 CCR Metals; STLC Pb = Soluble Lead (Title 22 CCR);
ND = Not Detected; NP = Not Present in concentrations exceeding EPA Region 9 PRG's; NT = Not Tested

TABLE 1
Analytical Results of Soil Samples(reported in mg/kg)

Sample ID	TPH	TPH-D	TPH-G	TPH-MO	VOC's	MTBE	B	T	E	X	RCRA Metals					CAM Metals	Total Lead	STLC Pb (mg/l)
											Ar	Cd	Cr	Pb	Se			
SB1-30'	NT	30	500	NT	NT	<0.5	<0.5	<0.5	2.9	10	NT	NT	NT	NT	NT	NT	NT	NT
SB1-40'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	0.014	NT	NT	NT	NT	NT	NT	NT	NT
SB1-45'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB2-10'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	7.08	NT
SB2-20'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB2-30'	NT	<1	1.1	NT	NT	<.005	<.005	<.005	<.005	0.011	NT	NT	NT	NT	NT	NT	NT	NT
SB2-40'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB3-10'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	4.08	NT
SB3-20'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB3-30'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB3-40'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB4-10'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	4.34	NT
SB4-20'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB4-30'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB4-40'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB5-10'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	4.12	NT
SB5-20'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB5-30'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	<.005	NT	NT	NT	NT	NT	NT	NT	NT
SB5-40'	NT	<1	<1	NT	NT	<.005	<.005	<.005	<.005	0.009	NT	NT	NT	NT	NT	NT	4.70	NT

[1] = Total Xylenes; [2] = 1,3,5-Trimethylbenzene; [3] = Naphthalene; [4] = Chloroform; [5] = Hexachlorobutadiene;
TPH = Total Petroleum Hydrocarbons - Full Range; TPH-D = Total Petroleum Hydrocarbons as Diesel; TPH-G = Total Petroleum Hydrocarbons as Gasoline; TPH-MO = Total Petroleum Hydrocarbons as Motor Oil; VOC's = Halogenated and Aromatic Volatile Organic Compounds; MTBE = Methyl tert-Butyl Ether; PAH's = Polynuclear Aromatic Hydrocarbons; B = Benzene; T = Toluene;
E = Ethylbenzene; X = Total Xylenes; Ar = Arsenic; Cd = Cadmium; Cr = Chromium; Pb = Lead; Se = Selenium; CAM Metals = Title 22 CCR Metals; STLC Pb = Soluble Lead (Title 22 CCR);
ND = Not Detected; NP = Not Present in concentrations exceeding EPA Region 9 PRG's; NT = Not Tested

TABLE 1
Analytical Results of Soil Samples(reported in mg/kg)

Sample ID	TPH	TPH-D	TPH-G	TPH-MO	VOC's	MTBE	B	T	E	X	RCRA Metals					CAM Metals	Total Lead	STLC Pb (mg/l)
											Ar	Cd	Cr	Pb	Se			
SB6-5'	NT	<1	<1	400	0.003 [2] 0.007 [3]	NT	<0.002	<0.002	<0.002	0.035	NT	NT	NT	NT	NT	NT	10.8	NT
SB6-10'	NT	<1	<1	<10	<0.002	NT	<0.002	<0.002	<0.002	<0.002	NT	NT	NT	NT	NT	NT	3.99	NT
SB6-15'	NT	<1	<1	<10	<0.002	NT	<0.002	<0.002	<0.002	<0.002	NT	NT	NT	NT	NT	NT	2.74	NT
SB7-5'	NT	<1	<1	170	<0.002	NT	<0.002	<0.002	<0.002	<0.002	NT	NT	NT	NT	NT	NT	12.8	NT
SB7-10'	NT	<1	<1	<10	<0.002	NT	<0.002	<0.002	<0.002	<0.002	NT	NT	NT	NT	NT	NT	3.53	NT
SB7-15'	NT	<1	<1	<10	<0.002	NT	<0.002	<0.002	<0.002	<0.002	NT	NT	NT	NT	NT	NT	1.69	NT
T1-10'	NT	20	120	NT	NT	NT	<0.5	<0.5	0.32	1.1	NT	NT	NT	NT	NT	NT	3.4	NT
T1-13.5'	NT	185	1,500	NT	NT	NT	<0.5	8	11	28	NT	NT	NT	NT	NT	NT	6.9	NT
T2-1'	NT	121	NT	NT	<0.002	NT	<0.5	<0.5	<0.5	<0.5	NT	NT	NT	NT	NT	NP	46	NT
T2-8'	NT	<1	NT	NT	0.002 [4] 0.003 [5]	NT	<0.5	<0.5	<0.5	0.002	NT	NT	NT	NT	NT	NT	NT	NT

[1] = Total Xylenes; [2] = 1,3,5-Trimethylbenzene; [3] = Naphthalene; [4] = Chloroform; [5] = Hexachlorobutadiene;
TPH = Total Petroleum Hydrocarbons - Full Range; TPH-D = Total Petroleum Hydrocarbons as Diesel; TPH-G = Total Petroleum Hydrocarbons as Gasoline; TPH-MO = Total Petroleum Hydrocarbons as Motor Oil; VOC's = Halogenated and Aromatic Volatile Organic Compounds; MTBE = Methyl tert-Butyl Ether; PAH's = Polynuclear Aromatic Hydrocarbons; B = Benzene; T = Toluene;
E = Ethylbenzene; X = Total Xylenes; Ar = Arsenic; Cd = Cadmium; Cr = Chromium; Pb = Lead; Se = Selenium; CAM Metals = Title 22 CCR Metals; STLC Pb = Soluble Lead (Title 22 CCR); ND = Not Detected;
NP = Not Present in concentrations exceeding EPA Region 9 PRG's; NT = Not Tested

TABLE 2
Analytical Results of Groundwater Samples (reported in ug/l)

Sample ID	Date	Depth to Water (Feet)	TPH-G	B	T	E	X	MTBE	VOC's
SB1W1	6/12/02	~43	**680**	<2.0	<2.0	**10**	**29**	<2.0	All constituents ND, except: Acetone – **9.5** 2-Butanone – **4.3** 1,2-Dichloroethane – **16** 2-Hexane – **3.8** Isopropylbenzene – **7.1** n-Propylbenzene – **4.6** 1,3,5-Trimethylbenzene – **12** tert-Butylbenzene – **4.4** 1,2,4-Trimethylbenzene – **35** sec-Butylbenzene – **5.9** 4-Isopropyltoluene – **4** Naphthalene – **15**
MW1-1112	11/12/02	37.46	**190**	<2.0	<2.0	**2.3**	**5.0**	<2.0	All constituents ND, except: 1,2,4-Trimethylbenzene – **2.6**
MW1-0305	3/5/03	36.76	<50	<2.0	<2.0	<2.0	<2.0	<2.0	All constituents ND, except: 1,2-Dichloroethane – **2.6**
MW1-0514	5/14/03	36.52	NT	<2.0	<2.0	<2.0	<2.0	<5.0	All constituents ND except: 1,2-Dichloroethane – **2.3**
MW1-1010	10/10/03	37.16	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	All constituents ND (i.e., <2.0 - <10)
MW1-1004 (No-purge)	10/18/04	37.32	NT	<0.5	<0.5	<0.5	<1.0	<0.5	All constituents ND (i.e., <0.5 - <10) except: 1,2-Dichloroethane – **1.5**
MW1-1021 (Lo-Purge)	10/21/04	37.30	NT	<0.5	<0.5	<0.5	<1.0	<0.5	All constituents ND (i.e., <0.5 - <10) except: Chloroform-**1.3** 1,2-Dichloroethane – **1.9**
SB8-W (Downgradient)	10/18/04	NA	NT	<0.5	<0.5	<0.5	<1.0	<0.5	All constituents ND (i.e., <0.5 - <10) except: 1,2-Dichloroethane – **5.1**

TPH-G = Total Petroleum Hydrocarbons as Gasoline; B = Benzene; T = Toluene; E = Ethylbenzene; X = Total Xylenes
MTBE = Methyl-tert-butyl-ether; VOC = Volatile Organic Compounds; ND = Not Detected, NT = Not Tested

TABLE 3
Analytical Results of Soil Samples - Total Lead

Sample ID	Total Lead (mg/kg)	DI WET Lead (mg/l)
20-1'	22	NT
28-1'	21	NT
29-1'	25	NT
31-1'	38	NT
32-1'	32	NT
33-1'	28	NT
35-1'	79	NT
39-1'	11	NT
42-1'	16	NT
50-1'	21	NT
55-1'	42	NT
61-1'	170	NT
63-1'	52	NT
67-1'	38	NT
69-1'	17	NT
76-1'	37	NT
81-1'	170	NT
86-1'	630	<0.05
91-1'	44	NT
97-1'	460	NT

ND = Not Detected, NT = Not Tested
Complete laboratory reports and chain-of-custody documentation are enclosed