



REPORT TO COUNCIL

City of Sacramento

22

915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

PUBLIC HEARING
March 14, 2006

Honorable Mayor and
Members of the City Council

Subject: ParkeBridge (P04-212)

Location/Council District: Southeast of Truxel Road and Interstate 80. APN: 225-0160-084, -088, -054, 225-0170-062. Council District 1.

Recommendation:

Planning Commission and staff recommend that the City Council take the following actions: 1) Approve the Resolution certifying the Environmental Impact Report and approving the Mitigation Monitoring Plan; 2) Approve the Ordinance approving the Development Agreement between the City of Sacramento and Griffin Industries; 3) Approve the Resolution amending the General Plan land use designations; 4) Approve the Resolution amending the Community Plan land use designations; 5) Approve the Ordinance amending the districts established by the Zoning Ordinance; 6) Approve the Resolution establishing the ParkeBridge Planned Unit Development.

Contact: David Hung, Associate Planner, 808-5530; Gregory Bitter, Senior Planner, 808-7816

Presenters: David Hung, Associate Planner

Department: Development Services Department

Division: Planning

Organization No: 4875

Summary:

The applicant is requesting entitlements to allow the development of 531 residential units in the proposed ParkeBridge PUD. A Development Agreement is being requested between the City of Sacramento and the applicant, Griffin Industries. Amendments to the General Plan and Community Plan land use maps, as well as a rezone of the subject property, are necessary to provide consistency with the proposed land uses. A portion of the project site will be designated as the ParkeBridge PUD, and a Schematic Plan and Development Guidelines will be established to govern development of the

project. A Tentative Map, Subdivision Modifications and Special Permits are also required to develop the proposed project.

Committee/Commission Action:

On February 9, 2006, the Planning Commission unanimously approved (eight ayes and zero noes) the ParkeBridge project and forwarded a recommendation of approval to the City Council for the Development Agreement, General Plan Amendment, Community Plan Amendment, Rezone and PUD Establishment, including Guidelines and Schematic Plan. At the same meeting, the Planning Commission approved the Environmental Impact Report, Mitigation Monitoring Plan, Tentative Map, Subdivision Modifications and Special Permits for the project.

Background Information:

The project site, zoned as Office PUD (OB-PUD), Single Family Alternative PUD (R-1A-PUD) and Agriculture (A), is currently vacant, and a records search indicated that a portion of the site was formerly known as the Sutter West Planned Unit Development but was not developed. On April 23, 2004, the applicant, Griffin Industries, purchased from the Natomas Unified School District approximately 88.3 acres of real property commonly referred to as a portion of Fong Ranch Village, which is comprised of parcel 225-0160-084 and a portion of parcel 225-0170-055. Thereafter, a land exchange agreement was enacted between Griffin Industries and the City of Sacramento for the portion of parcel 225-0170-055 and 25 acres of City-owned property described as parcel 225-0160-088; this land transfer would enable Griffin Industries to have contiguous parcels for development and also allow the City to develop a park site directly adjacent to the Natomas High School. The relocation of parkland provides the City an opportunity to maximize the joint-use potential of City parkland and school playfields.

The applicant is requesting entitlements to allow the development of 113.3± acres into 389 single-family units, 142 condominium units, two park lots, four neighborhood pocket park lots, two open space lots, four landscape corridor lots, two landscape parkway lots, and one open space pedestrian connection.

Financial Considerations:

This project has no fiscal considerations.

Environmental Considerations:

The City initiated environmental review of the ParkeBridge project with the preparation of an Initial Study, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15063. Based on the Initial Study, it was concluded that the project could have a potentially significant impact on cultural resources that could be mitigated to a less-than-significant level. Mitigation was identified in the Initial Study, and is included in the Mitigation Monitoring Plan. The Mitigation Monitoring Plan is included in the Final

Environmental Impact Report (EIR). The Initial Study is included in the Draft EIR as Appendix A.

The Initial Study concluded that there were potentially significant impacts that should be reviewed in an environmental impact report (EIR) for the following issue areas: air quality, biological resources, hydrology and water quality, noise, solid waste, transportation and circulation, and water supply.

Pursuant to provisions of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, a Notice of Preparation (NOP) was prepared and circulated for a 30-day period, from January 28 to February 28, 2005. A public Scoping Meeting was held on February 14, 2005 to receive comments on the issues that should be covered in the EIR.

The NOP was filed with the State Clearinghouse, posted at the project site, filed with the County Clerk and published in the Daily Recorder. The NOP was mailed to owners of real property within 500 feet of the project boundaries. Written comments were received, and have been included in Appendix B of the DEIR.

The Draft EIR was circulated for public review for a 45-day period from October 7, 2005 to November 23, 2005. Public notice of the Notice of Availability of the Draft EIR was given in the same manner as with the Notice of Preparation.

The Draft EIR identified mitigation measures that could reduce impacts for the following issue areas: air quality, biological resources and noise. These mitigation measures are included in the Mitigation Monitoring Plan.

The Draft EIR concluded that no feasible mitigation measures could be identified for impacts to air quality, transportation and circulation, and solid waste, and these impacts have been identified as significant and unavoidable.

Written comments on the Draft EIR were received from the following persons and agencies:

Matthew G. Darrow, County of Sacramento Department of Transportation: The comment suggested that additional intersections should be included in the traffic study.

Christine Palisoc, California Regional Water Quality Control Board: The Board set forth standard comments regarding development projects, including requirements for storm water management.

Katherine Eastham, Caltrans: Caltrans suggested that mitigation programs for mainline freeway congestion were available in improvements that Caltrans has programmed in the Metropolitan Transportation Plan, and requested fair-share contribution from the ParkeBridge project.

Wendy Haggard, P.E., County Sanitation District 1: The comment requested additional discussion of sewer facilities and outfalls in the project vicinity.

Jeane Borkenhagen, Sacramento Metropolitan AQMD: AQMD commented on construction emissions, the off-site mitigation program established by the District, and the California Air Resources Board handbook regarding proximity of residential development to freeways.

Terry Roberts, State Clearinghouse: The State Clearinghouse provided its Draft EIR forwarding letter to state agencies, and confirmed receipt of comments from state agencies regarding the environmental document.

The FEIR prepared for the project responded to all comments received on the Draft EIR and revises text and/or analysis where needed. Each of the commenting agencies was provided with the City's written response.

The Mitigation Monitoring Plan (MMP) originally provided to the Planning Commission was corrected at the Planning Commission hearing to include Mitigation Measure 5.1-2(d), which requires the payment of an impact fee by the applicant to the Sacramento Metropolitan Air Quality Management District based on residual construction emissions of ozone precursors. The mitigation measure was identified in the Draft EIR, and had been inadvertently omitted from the MMP as set forth in the Final EIR. The fee supports the District's program that provides monetary support for retrofitting construction equipment. The Final EIR provided to the City Council provided a corrected version of the MMP.

As noted in the District's letter dated November 23, 2005 (Final EIR, Letter 6), the fee is calculated by taking the projected emissions in excess of the District's thresholds, multiplying them by the number of days of impact, and then multiplying that figure by the cost of \$13,600 per ton of emissions. This is identified as the cost of reducing emissions used throughout the state. The offsite fee for the ParkeBridge project will be \$80,633.00.

Following the release of the Final EIR, the applicant submitted a copy of an air quality study prepared by EIP Associates. The study is a risk assessment that addresses issues relating to the proximity of new residential uses to freeways and other high-traffic roadways. The letter from Griffin Industries dated February 17, 2006, and the letter report submitted by EIP Associates dated January 30, 2006 are attached to this staff report.

The ParkeBridge Draft EIR discusses the release of the California Air Resources Board *Air Quality and Land Use Handbook: A Community Health Perspective*, at pages 5.1-18, 19. The Draft EIR indicates that the Handbook provides land use guidance, and not threshold analysis. The Draft EIR concluded:

"The proposed project would not exceed the established air quality thresholds of the ARB and SMAQMD, and concerns regarding the

proximity of residential uses to the freeway can be addressed during the land use planning process as policy issues. Consequently, this [i.e., operational TAC emissions] would be considered a *less-than-significant* impact."

The discussion in the ParkeBridge DEIR was discussed at length with current and long range planning prior to circulation of the Draft EIR, and continues to provide a sound basis for analysis of the issue.

SMAQMD has indicated that, given the serious limitations of the risk assessments that have been conducted to date, the District strongly recommends that risk assessments should not be done until such time as the District has established guidelines for such assessments. The District's technical consultant will be working on those guidelines over the next several months. In the interim, the potential risk from diesel particulates adjacent to freeways should be addressed qualitatively, and as the Handbook indicates, those potential risks should be weighed along with all other aspects of the project. (Email from Ron Maertz, SMAQMD Land Use and Transportation Coordinator, February 13, 2006)

Staff has continued to monitor the discussions with SMAQMD, and we believe the approach taken in ParkeBridge is appropriate, and provides an adequate analysis for CEQA purposes. No additions or changes to the Draft EIR or Final EIR are required.

Policy Considerations:

The proposed project is consistent with the proposed zoning designations. The project is consistent with the General Plan policies to provide adequate housing sites and opportunities for all households. The project is also consistent with the South Natomas Community Plan policy to provide housing of varied types, densities and prices, arranged to enhance neighborhood identity, to create and maintain family-oriented environments, and to avoid visual monotony.

Smart Growth Principles- City Council adopted a set of Smart Growth Principles in December 2001 in order to encourage development patterns that are sustainable and balanced in terms of economic objectives, social goals, and use of environmental/natural resources. The subject proposal enhances housing opportunities by creating medium to medium high density developments that foster a walkable community and promote cycling and public transit.

Strategic Plan Implementation- The recommended action conforms with the City of Sacramento Strategic Plan, specifically by adhering to goals that improve and expand public safety, achieve sustainability and enhance livability, and promote increased housing opportunities for Sacramento residents.

Emerging Small Business Development (ESBD):

No goods or services are being purchased under this report.

Respectfully Submitted by: David Kwong 3/3/06
David Kwong, Interim Planning Manager

Approved by: William Thomas 3/3/06
William Thomas
Director of Development Services

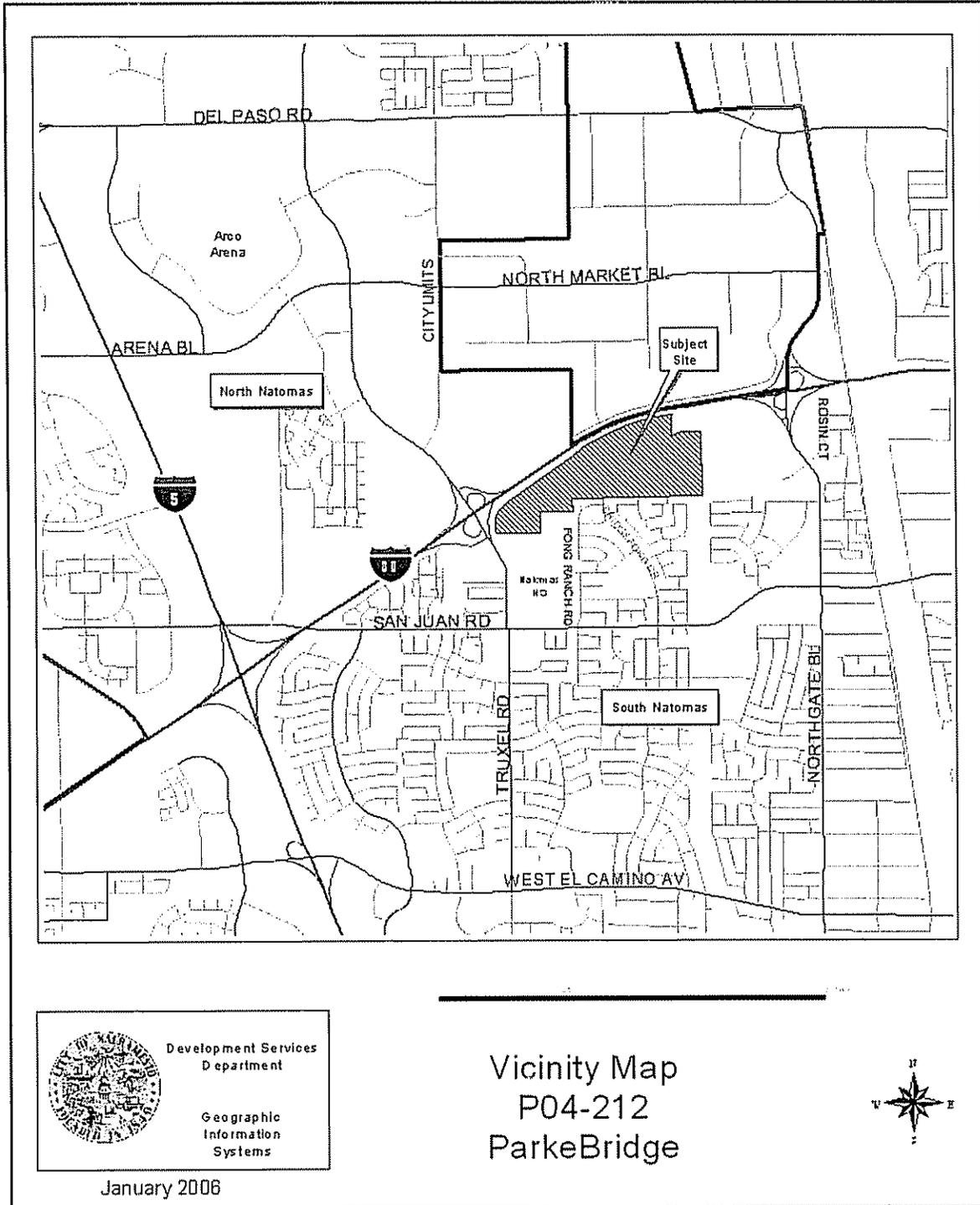
Recommendation Approved:

Ray Kerridge
Ray Kerridge
City Manager

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Vicinity Map



 Development Services
Department

Geographic
Information
Systems

January 2006

Vicinity Map
P04-212
ParkeBridge



ORDINANCE NO. 2006-XXXX

Adopted by the Sacramento City Council

Date

AN ORDINANCE RELATING TO THE APPROVAL OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND GRIFFIN INDUSTRIES FOR PROPERTY LOCATED SOUTHEAST OF TRUXEL ROAD AND INTERSTATE 80. (APN: 225-0160-084, -088, -054, 225-0170-062) (P04-212)

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

SECTION 1

This Ordinance incorporates, and by this reference makes part hereof, that certain Development Agreement, by and between the City of Sacramento and Griffin Industries, a copy of which is attached hereto.

SECTION 2

The City Council finds:

1. The agreement is consistent with the city general plan and the goals, policies, standards and objectives of any applicable specific or community plan;
2. The project should be encouraged in order to meet important economic, social, environmental or planning goals of any applicable specific or community plan;
3. The project would be unlikely to proceed in the manner proposed in the absence of a development agreement;
4. The landowner will incur substantial costs in order to provide public improvements, facilities or services from which the general public will benefit;
5. The landowner will participate in all programs established and/or required under the general plan or any applicable specific or community plan and all of its approving resolutions (including any mitigation monitoring plan), and has agreed to financial participation required under any applicable financing plan and its implementation measures, all of which will accrue to the benefit of the public; and

6. The landowner has made commitments to a high standard of quality and has agreed to all applicable land use and development regulations.

SECTION 3

The Development Agreement attached hereto is hereby approved, and the City Manager is authorized to execute after the effective date of this Ordinance said Development Agreement on behalf of the City of Sacramento. This approval and authorization is based upon the Environmental Impact Report and Mitigation Monitoring Plan which is the subject of a separate resolution adopted by City Council prior to or concurrent with the adoption of this Ordinance.

No Fee Required: Recording benefits the City of Sacramento, a government entity.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT

•••

ParkeBridge Project
Project # P04-212

ParkeBridge, LLC

ParkeBridge Development Agreement

FOR CITY CLERK USE ONLY

ORDINANCE NO _____

CITY AGREEMENT NO _____

DATE ADOPTED: _____

**PARKEBRIDGE
DEVELOPMENT AGREEMENT**

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ParkeBridge Development Agreement

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Exhibit "D"	Assignment and Assumption Agreement
Exhibit "E"	Protest Waiver Provisions Agreed to by Landowner
Exhibit "F"	Irrevocable Offer of Dedication Form
Exhibit "G"	Map and Categorical Listing of Land and Infrastructure

FOR CITY CLERK USE ONLY

CITY AGREEMENT NO _____ ORDINANCE NO _____
 DATE ADOPTED: _____

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SACRAMENTO
AND
PARKEBRIDGE, LLC**

This Development Agreement (hereinafter "Agreement") is made and entered into this ___ day of _____, 2006, by and between the CITY OF SACRAMENTO, a municipal corporation (hereinafter the "CITY"), and ParkeBridge, LLC (hereinafter the "LANDOWNER"). The CITY and LANDOWNER hereinafter may be referred to collectively as the "Parties" or in the singular as "Party", as the context requires.

RECITALS

- A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the Legislature of the State of California adopted section 65864 et seq. of the Government Code which authorizes any city, county, or city and county to enter into a development agreement with an applicant for a development project, in order to establish certain rights and obligations of the parties relative to the subject property.
- B. The Parties previously entered into a land exchange agreement, dated October 18, 2005, wherein they agreed to exchange ownership of their respective parcels of land ("the Land Exchange Agreement"). The Land Exchange Agreement is contingent on the CITY timely approving LANDOWNER's application for a Tentative Subdivision Map for the Property or LANDOWNER agreeing to accept all conditions imposed on said Tentative Subdivision Map. The Parties now desire to enter into this Development Agreement in order to enhance the likelihood of both Parties being able to realize their development objectives for their respective parcels, and to provide an incentive for LANDOWNER to complete the Development Plan in accordance with the CITY's desired time schedule.
- C. Upon closing of the Land Exchange Agreement, LANDOWNER owns a legal or equitable interest in those certain parcels of real property (hereinafter the "Property"), described in Exhibit "A" attached hereto and incorporated herein by this reference, which are located within the City of Sacramento. The Property consists of lands designated as Assessor Parcels Nos. ("APN") 225-0160-054, 225-0160-084, and 225-0160-088. LANDOWNER seeks to develop the Property consistent with CITY's General Plan, the South Natomas Community Plan ("SNCP") and the Zoning Ordinance as they exist on the Effective Date.

ParkeBridge Development Agreement

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DATE ADOPTED: _____

- D. CITY and LANDOWNER desire to enter into a development agreement pursuant to the provisions of Government Code section 65865 et seq. in order to provide for the orderly development of the Property, in accordance with the goals set forth in Government Code section 65865, the General Plan and the SNCP.
- E. Although LANDOWNER has not as of yet applied for a parcel map, and there are no parcel map conditions proposed for the Tentative Subdivision Map, LANDOWNER has informed CITY of its intent to record multiple final maps in phases. Therefore, it is the CITY's desire to ensure that LANDOWNER will provide the CITY with the infrastructure improvements it needs at or near the time LANDOWNER records its first final map.
- F. Development of the Property, in accordance with the conditions of this Development Agreement, will provide orderly growth and development of the Property in accordance with the requirements, policies, goals, standards, and objectives of the General Plan and the SNCP.
- G. This Agreement is voluntarily entered into by LANDOWNER in order to assure the implementation of the General Plan and the SNCP, and is made in consideration of the rights conferred and the procedures specified herein for the development of the Property. This Agreement is voluntarily entered into by CITY in the exercise of its legislative discretion in order to assure the implementation of the General Plan and the SNCP, and in consideration of the agreements and undertakings of LANDOWNER hereunder. But for LANDOWNER's contribution to and participation in programs to mitigate the impacts of the development of the Property and the cumulative impacts of development in the SNCP area, the CITY would not approve development of the Property.
- H. The authority for this Agreement is contained in the City Charter of CITY, other applicable CITY ordinances, resolutions and procedures, and Government Code section 65864 et seq.
- I. CITY and LANDOWNER have taken all actions mandated by and have fulfilled all legal requirements for the adoption of this Agreement by the City Council.
- J. The City Council has reviewed and approved this Agreement. It finds that this Agreement is consistent with the General Plan, the SNCP, and all applicable CITY ordinances, rules and regulations. The implementation of this Agreement is in the best interest of CITY and the health, safety and welfare of its residents. The environmental impacts of the development contemplated herein were adequately considered in the environmental documentation prepared by CITY and adoption of the ordinance and approval of this Agreement complies in all respects with the California Environmental Quality Act.

ParkeBridge Development Agreement

FOR CITY CLERK USE ONLY

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CITY AGREEMENT NO. _____

DATE ADOPTED: _____

AGREEMENT

NOW, THEREFORE, in further consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I

DEFINITIONS

The terms set forth below, unless the context otherwise requires, shall have the meanings prescribed, for purposes of this Agreement.

- **Adopting Ordinance:** the ordinance pursuant to which the City Council approves this Agreement.
- **Allocation Procedures:** those procedures set forth in section 5.H. of this Agreement, whereunder the various uses and densities are distributed to and among the various parcels, or portions of them, comprising the Property.
- **Annual Review:** the process, and procedures therefor, whereby CITY reviews, pursuant to Government Code section 65865.1, the nature and extent of compliance by LANDOWNER with all of the terms and conditions of this Agreement, which process and procedures are as specified in section 17 of this Agreement.
- **Assessment:** a special assessment levied on real property within the South Natomas Community Plan area, for the purpose of financing Infrastructure and/or public facilities, or maintenance thereof, in accordance with the California Streets and Highways Code, the California Government Code, and/or the Sacramento City Code.
- **Assessment District Policy Manual:** the document entitled "City of Sacramento Policy and Procedures for Use of Special Assessment and Mello-Roos Community Facilities District Financing for Infrastructure and Public Facilities," as adopted by the City Council on June 29, 1993 (Resolution 93-381), as said document may be amended from time to time.
- **Assignee:** a third Person executing an Assumption Agreement prepared in accordance with the format prescribed in Exhibit D.

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DATE ADOPTED: _____

- **Assignment:** the sale or other transfer by LANDOWNER of all or part of its right, title and interest in the Property and in this Agreement to another Person, in accordance with the terms and conditions of this Agreement.
- **Assumption Agreement:** the agreement prescribed in Exhibit D, whereby an Assignee undertakes to perform all obligations, and other terms and conditions of this Agreement, as a condition of release of the Assignee's predecessor in interest from the responsibility for performance of such obligations and other terms and conditions, with respect to the portion of the Property assigned to the Assignee.
- **CEQA:** the California Environmental Quality Act, set forth at California Public Resources Code section 21000 et seq., as amended from time to time.
- **CITY:** the City of Sacramento.
- **City Agency:** the Redevelopment Agency of the City of Sacramento, and the Housing Agency of the City of Sacramento.
- **City Council:** the Council of the City of Sacramento.
- **Comprehensive Flood Management Plan:** that plan required to be prepared, and to be adopted by the City Council, pursuant to the CITY's floodplain policy adopted by Resolution No. 93-696.
- **Dedication:** the transfer of real property, or a defined interest therein, to CITY or another public agency, free of all encumbrances and other matters affecting the title except as may otherwise be agreed to by CITY or such other public agency, and at no cost to CITY or such other public agency.
- **Deed of Trust:** a real property security device whereby the debtor (trustor) conveys title to real property to a trustee as security for a debt owed to the creditor (beneficiary).
- **Default:** a failure of performance, or unreasonable delay in performance, by either Party to this Agreement, of any of its terms, conditions, obligations or covenants. Default shall include, but not be limited to failure to comply with all provisions of the Facilities Benefit Assessment District (FBA) and the South Natomas Capital Improvement Fund, and/or failure to pay any fee, tax or assessment enacted pursuant thereto.

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- **Development:** the use(s) to which the Property will be put, the buildings and improvements to be constructed on it, and the construction activities incident thereto, together with the process of obtaining all required land use entitlements.
- **Development Agreement:** this Agreement.
- **Development Plan:** LANDOWNER's plan for development of the Property, as set forth in Exhibit B. Where LANDOWNER, at the time of execution of this Agreement, does not propose a specific development project, the Development Plan shall be deemed to be development consistent with the Land Use and Development Regulations.
- **Effective Date:** the date on which this Agreement has been approved by the City Council.
- **General Plan:** the General Plan of the City of Sacramento, as adopted by the City Council on January 19, 1988, as said plan may be amended from time to time.
- **Habitat Conservation Plan:** that plan, which must be adopted and implemented by the City Council, pursuant to which measures are taken to implement the provisions of the federal and state Endangered Species Acts, and pursuant to which incidental take permits will be issued to CITY, to LANDOWNER, or to others under said Acts.
- **Infrastructure:** all public facilities and improvements needed to serve urban development, as identified in the SNCP, or in subdivision maps or parcel maps, or as may otherwise be constructed and conveyed to CITY or another public agency, including but not limited to street improvements, drainage improvements, sanitary sewer improvements and water storage and transmission facilities.
- **Irrevocable Offer of Dedication:** an unconditional and irrevocable offer by LANDOWNER to transfer real property to CITY in accordance with the provisions of the SNLAP and/or any condition of any land use entitlement applicable to the Property, in the form specified in Exhibit F.
- **Land Exchange Agreement:** the Land Exchange Agreement entered into by the Parties, dated October 18, 2005, pursuant to City Resolution 2005-745.
- **Land Use and Development Regulations:** the General Plan, the South Natomas Community Plan, the CITY's Subdivision Map Act Ordinance, and Zoning Ordinances, together with any other CITY ordinance, or resolutions, rules, regulations and official policies as they exist on the Effective Date, which govern or regulate land use and/or development in the South Natomas Community Plan area.

ParkeBridge Development Agreement

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- **Lender:** a Person (or a successor in interest to such person) who has advanced funds to, or who is otherwise owed money by a debtor, where the obligation is embodied in a promissory note or other evidence of indebtedness, and where such note or other evidence of indebtedness is secured by a Mortgage or Deed of Trust.
- **Mortgage:** a contract by which the mortgagor (debtor) as owner hypothecates or pledges real property, or otherwise grants a security interest therein to a Lender (mortgagee), to secure performance under a promissory note or other evidence of indebtedness, and where the holder of the mortgage is granted a power of sale.
- **Parties:** the CITY and LANDOWNER.
- **Person:** any person, firm, association, organization, partnership, business trust, corporation or company.
- **Project:** part or all of the elements set forth in LANDOWNER's Development Plan.
- **Project Review:** CITY's actions in reviewing any project proposed by LANDOWNER with respect to the Property, including but not limited to review of all required land use entitlement applications.
- **Property:** the real property owned by LANDOWNER, as set forth in Exhibit A.
- **Protest Waiver:** the agreement set forth in Exhibit E, executed by LANDOWNER pursuant to this Agreement, or in connection with the conditions of any required entitlement.
- **Purchaser:** an assignee.
- **Reconfiguration:** the reconfiguration, adjustment or alteration of property lines through parcel or subdivision mapping, or lot line adjustment.
- **South Natomas Community Plan (SNCP):** the Community Plan for development of the South Natomas area, as adopted by the City Council on November 29, 1988, as said plan exists on the Effective Date. The SNCP includes, without limitation, a Land Use Diagram and Policy Statements.
- **Special Conditions:** those conditions, terms and requirements specified in Exhibit C.

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- **Special Permit:** any discretionary permit required pursuant to the Land Use and Development Regulations, and issued by CITY for development of the Property, upon proper application therefor by LANDOWNER.
- **Term:** the length of this Agreement in terms of time, as specified in section 3, or as that time may be extended pursuant to any applicable provision of this Agreement.
- **Transfer:** an assignment.
- **Transferee:** an assignee.
- **Zoning:** the division of the City of Sacramento into districts, and the application of zoning regulations thereto, which include (without limitation) regulation of the height or bulk of buildings (structural and architectural design) and the use to which the land and buildings within prescribed districts may be put, all as specified in the Zoning Ordinance.
- **Zoning Ordinance:** the Comprehensive Zoning Plan of the City of Sacramento, as that ordinance exists on the Effective Date.

II

TERMS AND CONDITIONS OF AGREEMENT

1. **Property Description and Binding Covenants.** The Property is that certain real property owned by LANDOWNER and described in Exhibit "A" as APN 225-0160-054, APN 225-0160-084, and APN 225-0160-088. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to the benefit of, the Parties and, subject to section 4 below, to their successors-in-interest.
2. **Interests of Landowner.** LANDOWNER represents that LANDOWNER owns a legal or equitable interest in the Property and that all other Persons holding legal or equitable interests in the Property, including KeyBank National Association, a national banking association Home Builder Group (the Lender), have executed and are bound by this Agreement.
3. **Term.**
 - A. **Initial Term.** The term of this Agreement shall commence on the Effective Date and shall extend for a period of three (3) years thereafter, unless it is sooner terminated or modified by the mutual consent of the parties.

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B. **Renewal Options.** Subject to the provisions of this subsection, LANDOWNER shall have the right to renew this Agreement on its same terms and conditions, taking into account any amendments hereto mutually agreed upon after the Effective Date. The term of this Agreement shall mean and include the initial term, plus any renewal periods. The specific conditions for exercise of the renewal options are as follows:

- (1) On the Exercise Date, LANDOWNER shall not be in default in any material respect under this Agreement, including any amendments hereto. For purposes of this subsection, "Exercise Date" shall mean the date that LANDOWNER or LANDOWNER's successor in interest gives written notice of intention to exercise the option to renew this Agreement, in accordance with the provisions of section 20 hereof.
- (2) The option to renew shall be exercisable by giving CITY written notice of LANDOWNER's intention to exercise the option on or before the Exercise Date, which notice shall be given not later than one hundred eighty (180) days prior to expiration of the initial term or any renewal term.
- (3) LANDOWNER shall be limited to two (2) renewal periods as follows:
 - (a) **First Renewal Period:** provided LANDOWNER has closed escrow on the Land Exchange Agreement before the first Exercise Date and is not in default on the Land Exchange Agreement in any material respect, LANDOWNER may renew this Agreement for two (2) years. Failure to record a final map for the Property by the end of the Initial Term is not a default. Notwithstanding any limitation period for recording a final map for the Property that would otherwise apply under state law or by City Ordinance, upon exercise of the First Renewal Period, the time to record a first final map for the Property shall be automatically extended to the end of the First Renewal Period.
 - (b) **Second Renewal Period:** provided LANDOWNER has recorded a first final map for the Property before the expiration the First Renewal Period and is not in default on the this Agreement in any material respect, LANDOWNER may renew this Agreement for an additional five (5) years.
 - (c) **Maximum Term:** the parties specifically intend that under no circumstances shall the term of this Agreement extend beyond ten (10) years.

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- 4. **Assignment.** LANDOWNER shall have the right to sell, assign, or transfer its interests under this Agreement as part of a contemporaneous and related sale, assignment or transfer of its interests in the Property, or any portion thereof, with the consent of CITY, which the CITY may not withhold unreasonably. LANDOWNER shall notify CITY of such sale, assignment or transfer by providing written notice thereof to CITY in the manner provided in this Agreement. LANDOWNER shall remain obligated to perform all terms and conditions of this Agreement, unless such purchaser, assignee or transferee, to the satisfaction of and in a form acceptable to the City Attorney, executes and delivers to CITY an express agreement to assume all of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred. The execution of such an assumption agreement shall relieve LANDOWNER of the obligations expressly assumed only if (a) LANDOWNER is not in default under this Agreement at the time of the assignment or transfer; and (b) LANDOWNER has provided CITY with notice of said assignment or transfer in the manner provided hereunder. Any such assumption agreement with respect to LANDOWNER's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the Assignment and Assumption Agreement attached hereto as Exhibit "D" and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNER and approved by the City Attorney prior to the effective date of the assignment. The City Manager is authorized to approve any assignment on the CITY's behalf.

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

- 5. **Development of the Property.**
 - A. **Permitted Uses and Development Standards.** Subject to the Special Conditions set forth in Exhibit C, attached hereto and incorporated herein by this reference (herein the "Special Conditions"), any reserved discretionary approvals specified in this Agreement, and all other terms and conditions of this Agreement, LANDOWNER may develop the Property in accordance with and subject to the terms and conditions specified in the Land Use and Development Regulations in effect on the Effective Date, or, where applicable, the Development Plan, as set forth in Exhibit B, attached hereto and incorporated herein by this reference. Specifically, the permitted uses, density or intensity of use, height or size of

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buildings and provisions for reservation and dedication of land for public purposes shall be as set forth in the Development Plan.

B. Discretionary Approvals.

- (1) **Project Review.** Development of the Property is subject to all required discretionary approvals. In reviewing and approving applications for special permits and other discretionary approvals, CITY may exercise Project Review and may attach such conditions and requirements as are consistent with the policies, goals, standards and objectives of the General Plan and the SNCP, and as may be necessary to comply with all applicable legal requirements and policies of CITY pertaining to such reserved discretionary approvals.

C. Development Timing. It is the intention of this provision that, for the most part, LANDOWNER be able to develop the Property in accordance with LANDOWNER's own schedule; provided, however, that to the extent that phasing is required by the SNCP, or by the Special Conditions, such provisions shall govern. At a minimum, however, LANDOWNER shall do the following:

- (1) Record a first final map for the Property or portion thereof no later than five (5) years after the Effective Date, which shall include completed construction of the park improvements for Lot "O", or shall be required to do so within one year after said first final map is recorded, pursuant to an executed, bonded standard subdivision improvement agreement. Said park improvements shall include installation of major surface and subsurface infrastructure improvements such as trunk lines for sewer, water, storm drainage and adjacent roadway. In so doing, the LANDOWNER shall comply with all conditions of the Tentative Subdivision Map (H-1 through H-81) approved concurrently with this Agreement ("Conditions of Approval"); provided, however, as each final map is recorded, LANDOWNER is only required to comply with the specific conditions that pertain to the particular final map that is being recorded. The objective of this subsection is to ensure that the CITY has access to these infrastructure services as soon as LANDOWNER first has access to these services.
- (2) No future modification of the Sacramento City Code or any ordinance or regulation which limits the rate of development over time shall be applicable to the Property. However, nothing herein shall be construed to relieve LANDOWNER from any time conditions in any permit or subdivision map approval or to excuse the timely completion of any act which is required to be

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completed within a time period set by any applicable code or permit provisions.

D. **Special Conditions.** Development of the Property shall be subject to the Special Conditions, as specified in Exhibit C.

E. **Land Use and Development Regulations.**

- (1) Subject to the Special Conditions specified in Exhibit C, development of the Property shall be subject to the Land Use and Development Regulations applicable to such development on the Effective Date.
- (2) Except as otherwise provided in this Agreement, to the extent any future changes in Land Use and Development Regulations adopted by CITY purport to be applicable to the Property but are inconsistent with the terms and conditions of this Agreement, including subsection 5E(1) above, the terms and conditions of this Agreement shall prevail, unless the parties or their successors in interest mutually agree to amend or modify this Agreement in accordance with the provisions for modification hereinafter set forth.
- (3) To the extent that any future changes in the Land Use and Development Regulations adopted by CITY are applicable to the Property and are not inconsistent with the terms and conditions of this Agreement or are otherwise made applicable by other provisions of this Agreement, such future changes shall be applicable to the Property.
- (4) Nothing in this Agreement shall preclude the application to development of the Property of changes in the Land Use and Development Regulations, the terms of which are specifically mandated by changes in state or federal laws or regulations. In the event state or federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than CITY prevent or preclude compliance with one or more provisions of this Agreement or require changes in permits, maps or plans approved hereunder by CITY, this Agreement shall be modified, extended or suspended as may be necessary to comply with such state or federal laws or regulations or the regulations of such other governmental jurisdiction.
- (5) To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including CITY, required by federal or state agencies or actions of CITY taken in good faith in order to prevent adverse

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impacts upon CITY by state or federal actions) have the effect of preventing, delaying or modifying development of the SNCP area or any area therein, CITY shall not in any manner be liable for such prevention, delay or modification of said development. Such actions may include, but are not limited to, flood plain or wetlands designations and actions of CITY or regional agencies as a result thereof and the imposition of air quality measures or sanctions and actions of CITY or regional and local agencies as a result thereof. In such a situation, CITY's actions shall not be arbitrary or capricious, and the parties shall meet and endeavor to achieve solutions which preserve the integrity of the SNCP, while to the extent feasible allow development of the Property in the manner contemplated by this Agreement.

- (6) Nothing herein shall be construed to limit the authority of CITY to enact amendments to the Land Use and Development Regulations, or enact other ordinances or resolutions, which have the legal effect of protecting persons or property from conditions which create a health, safety or physical risk.
- (7) Building codes, ordinances and regulations relating to construction standards or permits shall apply as of the time of grant of each applicable construction permit.
- (8) No modification of CITY's ordinances, resolutions, policies, rules or regulations adopted after the Effective Date, which purport to limit the rate of development over time or to govern the sequence of development of land within the SNCP area, shall apply to the Property. The provisions of this subsection apply to modifications adopted or imposed by the City Council, or through the initiative or referendum process; provided, however, nothing in this subsection shall limit the ability of CITY to act in accordance with the provisions of subsections 5E(4), 5E(5) and 5E(6) of this Agreement.

F. **CITY Review of Applications.** Consistent with the standards set forth in section 15 of this Agreement, nothing contained in this Agreement shall preclude CITY from its right and responsibility to review applications for entitlements submitted by LANDOWNER in accordance with its normal and usual procedures and practices, as they may exist at the time the application is accepted as complete, or is otherwise deemed complete by operation of law.

G. **Extension of Entitlements.** Pursuant to Government Code section 66452.6 all vesting tentative subdivision maps, master parcel tentative maps, parcel maps, subdivision tentative maps, planned unit development permits, special permits, or any other maps, rezonings or land use entitlements of potentially limited duration

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previously, contemporaneously or subsequently approved for the Property subject to this Development Agreement, shall be valid for a minimum term equal to thirty-six (36) months, unless LANDOWNER has exercised its renewal option for the First Renewal Period pursuant to subsection 3B(3)(a), in which case they shall be valid for a maximum of five (5) years from the Effective Date; but if LANDOWNER has exercised its renewal option for the Second Renewal Period pursuant to subsection 3B(3)(b), then said entitlements shall be valid for a maximum of ten (10) years from the Effective Date. The provisions of section 25 of this Agreement relating to estoppel certificates shall apply to any request made by LANDOWNER to CITY with respect to the life of any entitlement covered by this subsection. Nothing in this section shall be construed to, or operate to extend the term of this Agreement.

H. **Allocation Procedures for Building Square Footage.** Procedures for allocating the uses or densities approved for the Property among the various parcels and/or portions thereof, and for resolution of any disputes regarding such allocations, shall be as follows:

- (1) **Allocation.** Unless otherwise identified in the Development Plan, which is attached as Exhibit B to this Agreement, the allocation of building square footage shall be as identified in subsequent entitlements for the Property, including but not limited to parcel maps, subdivision maps, PUD schematic plans and development guidelines. The appropriate entitlement to address the allocation of building square footage shall be determined by CITY. Allocations for residential development shall be determined in the subdivision mapping process, unless CITY determines that some other method is appropriate under the circumstances.
- (2) **Dispute Resolution.** Where a dispute exists between LANDOWNER, and/or any successor or successors in interest, with respect to any matter involving allocation of building square footage for or on the Property, such dispute shall be resolved by arbitration, utilizing the commercial arbitration procedures of the American Arbitration Association, or some other alternative dispute resolution procedure mutually agreed upon by the parties involved in the dispute. In no case shall CITY be a party to such dispute, or to the dispute resolution procedures. All of the provisions of this Agreement relating to indemnification and defense of CITY, and payment of CITY costs, shall apply to all disputes relating directly or indirectly to allocation.

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6. Fees, Charges, Assessments and Taxes.

A. City Fees. All applications for CITY approvals, permits and entitlements shall be subject to the application fees, processing fees, mitigation fees and other development fees within the control of the CITY that are in force and effect as of the date that the application or other request for approval is filed.

B. Levies Imposed by Other Jurisdictions. LANDOWNER shall be responsible for:

- (1) all fees, charges, assessments, special taxes or levies of any sort imposed by any other state or local agency, including but not limited to the Sacramento Area Flood Control Agency, in the future as a charge for mitigation measures imposed for the purpose of mitigation of environmental impacts associated with the provision of flood control improvements and measures for the SNCP area;
- (2) all fees, charges, assessments, special taxes or levies of any sort associated with the financing of the construction and implementation of said flood control improvements and measures;
- (3) all special benefit assessments, special taxes or levies of any sort associated with construction of or maintenance of public improvements, where the Property is located within a district formed for that purpose by any agency other than CITY;
- (4) ad valorem real estate taxes, and utility fees.

In the event that any of the fees, charges, assessments, special taxes or levies covered by this subsection B are imposed by or with the assistance of CITY, LANDOWNER shall nevertheless be responsible therefor. Nothing in this Agreement shall be construed to limit LANDOWNER's right to protest, in accordance with applicable provisions of law: the formation of any district included within the provisions of this subsection or to protest the amount of any assessment levied by or on behalf of such district on the Property or any portion thereof; or to protest the nature and amount of any tax, fee, assessment or charge imposed pursuant to this subsection.

C. LANDOWNER's Waivers. LANDOWNER hereby agrees to the provisions of Exhibit E, which (without limitation) contains a comprehensive waiver of protest rights with respect to CITY's establishment and implementation of development and impact fees; and CITY's actions in forming assessment districts and

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community facilities districts, and in levying assessments and taxes pursuant thereto. LANDOWNER reserves the right to protest the actual amount of the fee, assessment or tax levy, or other CITY charge imposed on or allocated to the Property.

7. **Reconfiguration of Parcels.** LANDOWNER shall have the right to file applications with CITY for subdivision, lot line adjustment, or for master parcelization of all or part of the Property, for the purpose of reconfiguration of the Property. Such applications shall be processed and determined in accordance with the provisions of section 5, and all other applicable provisions of this Agreement. Where reconfiguration requires a Special Permit, or a P.U.D. designation, or other entitlement applicable to the Property or portion thereof which is subject to the application, CITY reserves the right to require such entitlements as a condition of granting the application.

8. **Infrastructure.**

A. **Construction by LANDOWNER.** When required by conditions of approval, and in accordance with CITY specifications and standards in effect as of the date of construction, LANDOWNER shall diligently construct Infrastructure required for implementation of the Development Plan (Exhibit B).

B. **Infrastructure Financing Proceedings.**

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

- (a) is complete and is accompanied by payment of CITY fees applicable on the date of filing of the application;
- (b) otherwise complies with the Land Use and Development Regulations and applicable law, as it exists on the date of the application, including but not limited to the Assessment District Policy Manual;
- (c) is consistent with CITY's policies and procedures;

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- (d) provides for a value to lien ratio and other financial terms that are reasonably acceptable to CITY;
- (e) provides for all funding requirements established by CITY for the purpose of payment of the costs of outside consultants needed, in CITY's sole discretion; and
- (f) provides that the specific consultants (e.g., bond counsel, financial advisors, underwriters, or other consultants as may be necessary under the circumstances) shall be selected by CITY in its sole discretion.

Notwithstanding any other provision of this Agreement, CITY agrees that upon request made by LANDOWNER, CITY will consider making exceptions to the Assessment District Policy Manual, to allow for alternative methods of financing in-tract improvements, including but not limited to formation of assessment districts or similar financing mechanisms. Provided, however, that CITY reserves its discretion to condition use of any such alternatives on satisfaction of performance preconditions (including but not limited to drainage capacity), and to consider underwriting considerations and criteria. Further, CITY may in its reasonable discretion deny any such request upon grounds, including but not limited to consistency of application of its policies and the potential for establishing negative precedent.

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

9. **LANDOWNER Obligations.**

- A. **Transfer of Land to CITY.** As set forth elsewhere in this Agreement, LANDOWNER has agreed to transfer lands needed for Infrastructure or public

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facilities to CITY, or to such other public agency as is appropriate. Set forth in Exhibit G, attached hereto and incorporated herein by this reference, is a map depicting the currently contemplated approximate location and amount of land which LANDOWNER will be required to transfer to CITY, together with a categorical listing of the types of Infrastructure and public facilities which are covered by the terms of this subsection. LANDOWNER shall transfer the said required lands to CITY either by a statement on the final map in accordance with Government Code section 66439, or by Grant Deed as specified in the Conditions of Approval, or by utilizing the Irrevocable Offer of Dedication form set forth in Exhibit F, attached hereto and incorporated herein by this reference, at such time as is:

- (1) required pursuant to a condition or term of any entitlement for use or development of the Property; or
- (2) requested by CITY, where LANDOWNER has not applied for an entitlement for use or development of the Property, but the land is needed, in CITY's sole discretion, for purposes of construction of Infrastructure or public facilities.
- (3) Exhibit G assumes that escrow has closed on the Land Exchange Agreement, which is a condition precedent to extending the Tentative Subdivision Map beyond the Initial Term of this Agreement

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

- B. **Development Timing.** LANDOWNER shall have no obligation to initiate or commence development of any particular phase of the Property within any period of time except as provided in subsection 5C, above.
- C. **Waiver of Nexus Challenge.** LANDOWNER waives any and all administrative or judicial challenges that it can legally make based on insufficient nexus relative to lands it is required to transfer pursuant to the Tentative Subdivision Map or this

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Agreement for infrastructure or public facilities, to CITY or to other public agencies, as appropriate.

10. **Litigation/Indemnification.**

A. **Challenge to Agreement or Entitlements.**

(1) In the event of any action instituted by a third party challenging the validity of any portion of this Agreement, including but not limited to, the proceedings taken for its approval (including the requirements of the California Environmental Quality Act – "CEQA") or any other act undertaken by the parties hereto in furtherance of this Agreement or its terms, or any action instituted by a third party challenging the validity of any of the entitlements specified herein (including CEQA challenges), the parties agree to cooperate in the defense of the action. In all such litigation brought to contest the validity of this Agreement or such entitlements, the following shall apply:

(a) City may, in its sole discretion, either defend such litigation or tender its defense to LANDOWNER.

(b) In the event that CITY determines to defend the action itself, LANDOWNER shall be entitled, subject to court approval, to join in or intervene in the action on its own behalf, or to advocate in favor of validity of this Agreement or any challenged entitlement. In such a case, each party shall bear its own attorney fees and costs

(c) In the event that CITY determines to tender the defense of the action to LANDOWNER, LANDOWNER shall defend the action on its behalf and on behalf of CITY, and shall bear all attorney fees and costs associated with such defense from and after the date of the tender. Provided, however, that CITY may at any time after the tender elect to assume representation of itself; in that event, from and after the date CITY gives notice of its election to do so, CITY shall be responsible for its own attorney fees and costs incurred thereafter.

(2) If, in such litigation, a final judgment or other final order is issued by the court which has the effect of invalidating or rendering ineffective, in whole or in part, any provision of this Agreement or the Agreement itself, or any entitlement issued during the term of this Agreement and pursuant to its terms, the following shall apply:

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- (a) If the judgment or order includes a provision for attorney fees and/or costs of the successful party or parties, LANDOWNER shall pay the entire cost thereof, without right of offset, contribution or indemnity from CITY, irrespective of anything to the contrary in the judgment or order. Provided, however, that if the litigation relates entirely, solely and exclusively to a challenge to the SNCP in general, separate and apart from this Agreement or any entitlement relating to the Property, and if LANDOWNER is named or becomes a party in such litigation, LANDOWNER and CITY shall bear the cost of the successful party's attorney fees and/or costs in the manner specified in the court's judgment.
- (b) CITY and LANDOWNER shall meet and endeavor, in good faith, to attempt to reach agreement on any amendments needed to allow development of the Property to proceed in a reasonable manner, taking into account the terms and conditions of the court's judgment or order. If agreement is reached, the procedures for amending this Agreement as specified herein shall apply. If agreement is not reached, either party shall have the right to terminate this Agreement by giving the other party sixty (60) days' notice of termination.
- (c) In the event that amendment is not required, and the court's judgment or order requires CITY to engage in other or further proceedings, CITY agrees to comply with the terms of the judgment or order expeditiously.

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

11. Effect of Subsequent Laws.

A. Laws of Other Agencies.

- (1) If any public agency, other than CITY, adopts any new law, regulation, ordinance or imposes any new condition (herein referred to collectively as "the New Law") after the date of this Agreement, which prevents or precludes either the CITY or LANDOWNER, or both, from complying with one or more provisions of this Agreement, then immediately following the enactment of the New Law the parties shall meet and confer in good faith to determine

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whether the New Law applies to the Property, and whether suitable amendments to this Agreement can be made, in order to maintain LANDOWNER's right to develop the Property in a reasonable manner pursuant to Exhibit B.

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

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

12. **Enforced Delay; Extension of Times of Performance.** In addition to other specific provisions of this Agreement, performance by either party hereunder shall not be deemed in default where delay or inability to perform is due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, enactment of conflicting state or federal laws or regulations, new or supplementary environmental

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laws or regulations, litigation instituted by third parties challenging the validity of this Agreement or any of the vested entitlements described in section 5 of this Agreement. Upon request of either party to the other, a written extension of time for such cause shall be granted for the period of the enforced delay, or longer as may be mutually agreed upon.

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

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

14. **Amendment of Agreement.** This Agreement may be amended from time to time only by the mutual written consent of the parties, in accordance with the provisions of Government Code sections 65867 and 65868.

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DATE ADOPTED: _____

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

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

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

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

- (1) **LANDOWNER Default.** In addition to any other remedy specified herein, in the event that notice of default has been given in accordance with this section, wherein a default by LANDOWNER is alleged, CITY shall not be obligated to issue any building permit, or grant any entitlement as to which an application has been filed.
- (2) **CITY Default.** In addition to any other remedy specified herein, in the event that notice of default has been given in accordance with this section, wherein a default by CITY is alleged, any resulting delays in LANDOWNER's performance caused by CITY's default shall not constitute a LANDOWNER default, or be grounds for termination or cancellation of this Agreement.
- (3) **Successors in Interest.** Where the Property, following the Effective Date, has been lawfully conveyed in whole or in part to one or more successors in interest, in such a manner as to invoke the provisions of section 4 of this Agreement, and one or more of such successors in interest is in default with respect to the portion of the Property owned by it, neither LANDOWNER nor any other non-defaulting successor in interest shall be liable for the default, if the provisions of section 4 have been complied with, and in accordance with the terms and conditions of that section.

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- B. **Cure of Default.** In the event of an alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured and a reasonable period of time in which to cure, that shall in no event be less than thirty (30) days. During any such period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.
- C. **Remedies After Expiration of Cure Period.** After notice and expiration of the thirty (30) day period, if the alleged default has not been cured in the manner set forth in the notice, the other party may at its option:
 - (1) institute legal proceedings to obtain appropriate judicial relief, including but not limited to mandamus, specific performance, injunctive relief, or termination of this Agreement; or
 - (2) give the other party notice of intent to terminate this Agreement pursuant to Government Code section 65868. In the event that such notice is given, CITY shall schedule the matter for public hearing before the City Council to review the matter and make specific written findings regarding the alleged default. Where LANDOWNER is the party alleged to be in default, LANDOWNER shall be afforded a reasonable opportunity to respond to all allegations of default at such public hearing. CITY shall provide LANDOWNER at least thirty (30) days prior written notice of such public hearing, as well as provide LANDOWNER copies of all CITY staff reports prepared in connection therewith at least five (5) days prior to the hearing.

17. **Annual Review.**

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

ParkeBridge Development Agreement

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

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

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

18. Termination Upon Completion of Development.

- A. **General Provisions.** This Agreement shall terminate as to each parcel of property contained within the Property when that parcel of property has been fully developed and all of LANDOWNER'S obligations in connection therewith are satisfied, as reasonably determined by CITY. CITY shall, upon written request made by LANDOWNER to CITY's Department of Planning and Development, determine if the Agreement has terminated, with respect to any parcel, and shall not unreasonably withhold termination as to that parcel if LANDOWNER'S obligations therewith are satisfied. CITY shall be entitled to receive payment of a fee commensurate with the cost of processing the request and making such a determination, including but not limited to CITY's administrative and legal expenses. Upon termination of this Agreement, CITY shall upon LANDOWNER's request record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. The aforesaid notice may specify, and LANDOWNER agrees, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement, and shall have the effect as set forth in subsection 18C.

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with copies to:

ParkeBridge, LLC, a California limited liability company
Attn: John Griffin
4200 Duckhorn Drive,
Sacramento, CA 95834

Griffin Industries, Inc.
Attn: Andrew W. Zepeda
24005 Ventura Blvd.,
Calabasas, CA 91302

Notice to Lender: Lynne Vuskovic, Vice President
KeyBank National Association
Mail code CA-03-04-3660
200 Pringle Avenue, Suite 400
Walnut Creek, CA 94596

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

- 21. **Severability.** If any provision of this Agreement is held invalid, void or unenforceable but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. Provided, however, that if such holding affects a material provision of this Agreement, either Party shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.
- 22. **Recording.** The City Clerk shall cause a copy of this Agreement to be recorded with the Sacramento County Recorder no later than ten (10) days following execution of this Agreement by CITY, which execution will take place no sooner than the effective date of the ordinance approving this Agreement.
- 23. **Reimbursement to CITY.** LANDOWNER agrees to reimburse the CITY for reasonable and actual expenses incurred by CITY that relate directly to CITY'S review, consideration and execution of this Agreement. Such expenses include but are not limited to recording fees, publishing fees and any special meeting costs, staff time (including drafting and review by the City Attorney), and notice costs. Such expenses shall be paid by LANDOWNER within thirty (30) days of receipt of a detailed written statement of such expenses.

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24. Provisions Relating to Lenders.

A. Lender Rights and Obligations.

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

(2) **Lender in Possession.** A Lender who comes into possession of the Property, or any portion thereof, pursuant to foreclosure of a mortgage or deed of trust, or a deed in lieu of foreclosure, shall not be obligated to pay any fees or charges which are obligations of LANDOWNER, and which remain unpaid as of the date such Lender takes possession of the Property or portion thereof. Provided, however, that a Lender shall not be eligible to apply for or receive entitlements with respect to the Property, or otherwise be entitled to develop the Property or devote the Property to any uses or to construct any improvements thereon other than the development contemplated or authorized by this Agreement and subject to all of the terms and conditions hereof, including payment of all fees (delinquent, current and accruing in the future) and charges, and assumption of all obligations of LANDOWNER hereunder; provided, further, that no Lender, or successor thereof, shall be entitled to the rights and benefits of the LANDOWNER hereunder or entitled to enforce the provisions of this Agreement against CITY unless and until such Lender or successor thereof qualifies as a recognized assignee under the provisions of section 4 of this Agreement.

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

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- C. **Lender's Right to Cure.** Each Lender shall have the right (but not the obligation) during the same period of time available to LANDOWNER to cure or remedy, on behalf of LANDOWNER, the default claimed or the areas of non-compliance set forth in CITY's notice. Such action shall not entitle a Lender to develop the property or otherwise partake of any benefits of this Agreement unless such Lender shall assume and perform all obligations of LANDOWNER hereunder.
- D. **Other Notices Given By City.** A copy of all notices given by CITY pursuant to the terms of this Agreement shall be sent to Lender at the address provided in section 20 hereof.

- 25. **Estoppel Certificate.** Either party may, at any time, and from time to time, deliver written notice to the other party requesting such other party to certify in writing that, to the knowledge of the certifying party, (i) this Development Agreement is in full force and effect and a binding obligation of the parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by CITY establishing the status of this Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording party.
- 26. **Construction.** All parties have had the opportunity to be represented by legal counsel of their own choice in the preparation of this Development Agreement and no presumption or rule that "an ambiguity shall be construed against a drafting party" shall apply to the interpretation or enforcement of any provision hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain.
- 27. **Counterparts.** This Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the parties has executed such a counterpart.
- 28. **Time.** Time is of the essence of each and every provision hereof.
- 29. **Limitation of Actions.** No court action shall be filed by a party to this Agreement on the ground of default or breach of its terms unless such action is filed within one

ParkeBridge Development Agreement

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hundred eighty (180) days from the date of discovery by the aggrieved party of the facts underlying the claim of breach or default.

- 30. **No Third Parties Benefitted.** No Person who is not a qualified successor or assign of a party hereto pursuant to section 4 of this Agreement, or who has not become a party by duly adopted amendment hereof may claim the benefit of any provision of this Agreement.
- 31. **Effect of Agreement Upon Title to Property.** In accordance with the provisions of Government Code section 65868.5, from and after the time of recordation of this Agreement, the Agreement shall impart such notice thereof to all persons as is afforded by the recording laws of the State of California. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.
- 32. **Covenant of Good Faith.** CITY and LANDOWNER agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement.
- 33. **Exhibits:** The following are the exhibits to this Agreement:
 - A Legal Description of the Property
 - B Landowner's Development Plan
 - C Special Conditions
 - D Assignment and Assumption Agreement
 - E Protest Waiver Form
 - F Irrevocable Offer of Dedication Form
 - G Map and Categorical Listing of Land and Infrastructure
- 34. **Entire Agreement.** This Agreement, together with its Exhibits A to G, inclusive, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the parties hereto to supersede all prior development agreements, if any, for the Property which may exist between CITY and LANDOWNER. The provisions of subsection 10B of this Agreement, relating to indemnification and defense of CITY, its officers, employees and agents, shall be applicable to any claim whatsoever against CITY, its officers, employees and agents, arising out of or in any way relating to any prior development agreement relating to the Property.

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35. **City Attorney Costs.** Landowner shall pay to the City of Sacramento the sum of seven thousand five hundred dollars (\$7,500) as and for reimbursement of the costs of the City Attorney in preparation and processing of this Agreement.

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

CITY OF SACRAMENTO

ATTEST:

By: _____
Heather Fargo, Mayor

City Clerk

APPROVED FOR LEGAL FORM:

Lawrence J. Duran
Senior Deputy City Attorney

PARKEBRIDGE, LLC

By: _____
Name: _____
Title: _____

(ATTACH APPROPRIATE ACKNOWLEDGMENT)

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DATE ADOPTED: _____

EXECUTION PAGE FOR LENDER

KeyBank National Association, a national banking association Home Builder Group (herein "LENDER") owns an equitable interest in the Property described in Exhibit "A" of this Agreement as the beneficiary of that certain deed of trust and assignment of rents dated _____ and recorded on _____, as Instrument No. _____, in Book _____, Page _____, Official Records, Sacramento County, California.

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

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

KeyBank National Association
Mail Code CA 03-04-3660
200 Pringle Avenue, Suite 400
Walnut Creek, CA 94596
Attn: Lynne Vuskovic

Dated: _____

LENDER: KeyBank National Association

By: _____

Its: _____

(ATTACH APPROPRIATE ACKNOWLEDGMENT)

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CITY AGREEMENT NO _____

DATE ADOPTED: _____

EXHIBIT A

**DESCRIPTION OF LANDOWNER'S
PROPERTY**

SEE ATTACHED

NOTE: UPON RECORDATION OF FINAL MASTER PARCEL MAP, THIS EXHIBIT A WILL BE REPLACED BY THE SAID MAP, WITHOUT NEED FOR AMENDMENT OF THIS AGREEMENT; PROVIDED, HOWEVER, IF THE FINAL MAP IS RECORDED IN PHASES, ONLY THE PERTINENT PORTIONS OF THIS EXHIBIT A WILL BE REPLACED BY THE FINAL PARCEL MAP PHASES, AS APPROPRIATE, WITHOUT THE NEED FOR AMENDMENT OF THIS AGREEMENT.

EXHIBIT "A"

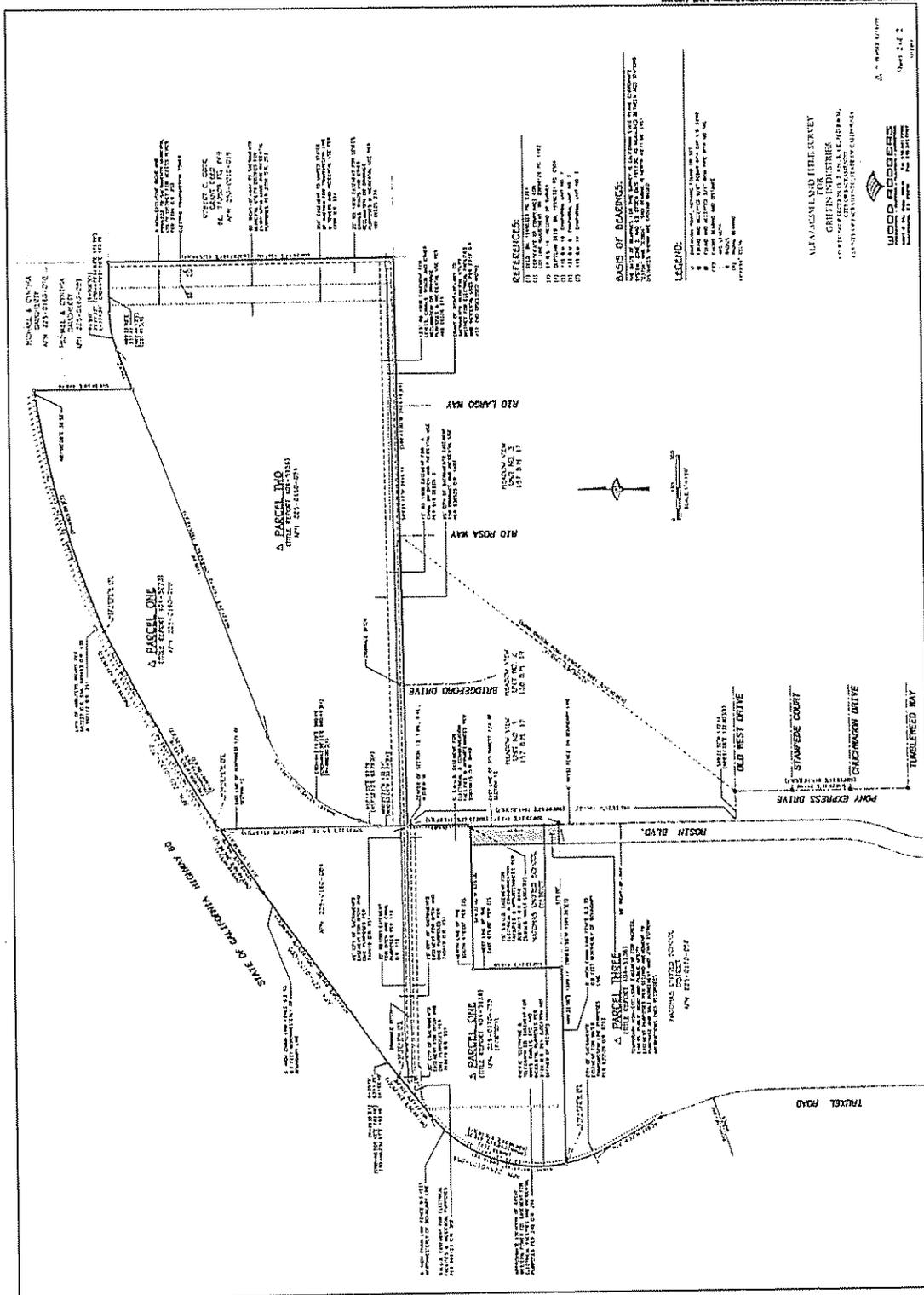


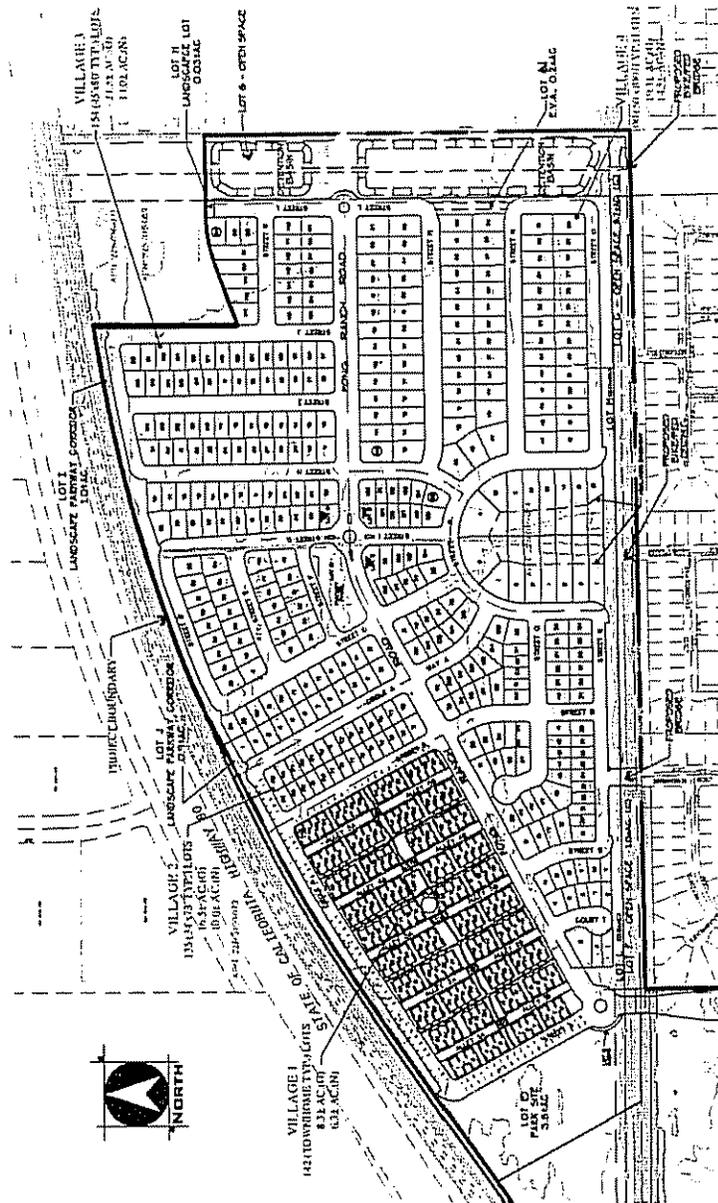
EXHIBIT B
LANDOWNER'S DEVELOPMENT PLAN

SEE ATTACHED

"EXHIBIT B"

Section 1

INTRODUCTION



ParkeBridge
Design Guidelines
May 5, 2005

Exhibit 1
Conceptual Site Plan

1-2

EXHIBIT C

SPECIAL CONDITIONS

I. PURPOSE AND INTENT

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

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

II. LANDOWNERS' OBLIGATIONS

A. Mitigation Monitoring; Habitat Conservation Plan.

1. **Mitigation Monitoring.** When required in order to obtain entitlements, LANDOWNER shall execute a mitigation monitoring agreement, and such other agreements as may be necessary in CITY's judgment in order to implement any mitigation measure relating to the SNCP and any mitigation monitoring plans applicable to the Property, and shall fully cooperate with CITY in implementing any mitigation monitoring plan adopted as part of the approval process for development of the Property.
2. **Habitat Conservation Plan.**
 - a. In the event that a Habitat Conservation Plan has been adopted by CITY, LANDOWNER shall be obligated to undertake and exercise one of the following options:
 - (i) participate in that Plan by payment of the fees applicable to LANDOWNER and/or the Property or provide required proportionate land dedications, at the time specified in the Plan for payment of fees or dedication of required proportionate lands; or
 - (ii) obtain and present to CITY a duly issued, executed and effective incidental take permit issued by federal and state agencies charged with implementation of the provisions of federal and state Endangered Species Acts, which would allow development of the Property; or
 - (iii) obtain and present to CITY a duly issued, executed, and effective form of document from said federal and state agencies that

development of the Property may proceed without the need for an incidental take permit; or

- (iv) participate in such other plan or program which has been approved by said federal and state agencies; or
- (v) take any other action required by CITY in its sole discretion, relating to satisfaction of all applicable laws, including but not limited to CEQA and the federal and state Endangered Species Acts, where none of the provisions of subsections (i), (ii), (iii) or (iv) are applicable.

- b. The Natomas Basin Habitat Conservation Plan Fee is payable by Landowner at the time of and as a condition of issuance of a grading or building permit. The fee is, at the time of execution of this Agreement, the sum of **\$24,897 per acre** of the Property subject to the grading or building permit. In addition to the payment of that sum, Landowner shall be subject to the provisions of any "catch-up fee" ordinance, resolution, rule or regulation in effect at the time of issuance of the grading or building permit. The requirement specified in this subsection 2b shall be included in each entitlement issued with respect to the Property. Landowner understands and agrees that the provisions of Government Code sections 66000 through 66025, as those sections are amended, renumbered or reconstituted, shall not apply to the fees covered by this subsection 2b.

- B. **Agreements With Other Agencies.** As required by CITY, LANDOWNER shall enter into agreements with other affected agencies, including but not limited to:
 - 1. Appropriate sanitation districts, including but not limited to Sacramento County Regional Sanitation District, for provision of facilities, payment of fees and charges, and payment (if applicable) of any proportionate share of penalties imposed by the Environmental Protection Agency.

III. CONDITIONS OF DEVELOPMENT; SPECIAL FINDINGS REQUIRED

- A. In addition to other findings and conditions as may be deemed applicable, no special permit, subdivision map or other land use entitlement for the Property shall be approved unless the approving body either: (1) makes the following findings; or (2) expressly waives such findings, in whole or in part, as not applicable to the Property and stating the reasons therefor with such waiver and the reasons therefor appear in the record or document of approval. These findings are:
 - 1. The approval of the proposed project is consistent with the policies, goals, standards and objectives of the General Plan, the SNCP and other relevant factors and circumstances, including but not limited to:

- a. The adequacy of the required interim and permanent Infrastructure needed to support the project planned for the Property;
 - b. The extent to which LANDOWNER has complied with provisions of this Agreement.
2. All transfers of land, owned by or under the control of LANDOWNER, have been transferred to CITY or to the appropriate public agency. For this purpose, a transfer will be deemed to occur upon delivery to CITY of an Irrevocable Offer of Dedication in form and manner approved by the City Department of Public Works and the City Attorney. These dedications include, but are not limited to streets, utilities, drainage facilities and public transit.
 3. LANDOWNER has entered into all agreements required pursuant to sections IIA and IIB, above.
 4. Appropriate environmental review of the proposed project has been completed, and any suggested mitigation measures resulting therefrom have been included in the approval of the project to the extent feasible.
- B. In the event that any of the special findings required herein cannot be made and are not waived, approval may nevertheless be given to the proposed project if all of the following conditions can be satisfied with respect to each such special finding not made:
1. Practicable and feasible requirements or mitigation measures can be imposed upon the project, the implementation of which would allow such special finding to be made;
 2. The applicant has agreed to be bound (through written agreement satisfactory to the City Attorney) by and to implement such requirements or mitigation measures, and has posted such security for compliance therewith as may be required by the City Manager; and
 3. It is in the public interest and consistent with the policies, goals, standards and objectives of the Community Plan for the project to be approved with such requirements and mitigation measures.
- C. This Development Agreement shall not be valid unless the City Council, pursuant to subsection 18.16.110A of the Sacramento City Code, makes all of the following findings:
1. The Agreement is consistent with the General Plan and the goals, policies, standards and objectives of the SNCP;

2. The subject project should be encouraged in order to meet important economic, social, environmental or planning goals of the SNCP;
3. The project would be unlikely to proceed in the manner proposed in the absence of a development agreement;
4. LANDOWNER will incur substantial costs in order to provide public improvements, facilities or services from which the general public will benefit;
5. LANDOWNER will participate in all programs established and /or required under the General Plan or the SNCP and all of its approving resolutions (including any mitigation monitoring plan), and has agreed to financial participation required under any applicable financing plan and its implementation measures, all which accrue to the benefit of the public;
6. LANDOWNER has made commitments to a high standard of quality and has agreed to all applicable land use and development regulations.

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Agreement") is entered into this ____ day of _____, 200__, by and between _____ (herein "LANDOWNER") and _____ (herein "ASSIGNEE").

RECITALS

- A. LANDOWNER has entered into a Development Agreement (herein "the Development Agreement") dated _____, with the City of Sacramento, pursuant to which LANDOWNER agreed to develop certain property more particularly described in the Development Agreement (herein "the Property") in the South Natomas Community Plan Area subject to certain conditions and obligations set forth in the Development Agreement.
- B. LANDOWNER has assigned its interests under the Development Agreement to ASSIGNEE under a written agreement dated _____, as to that portion of the Property identified and incorporated herein by this reference (herein the "Assigned Parcel(s)").
- C. ASSIGNEE desires to assume all of LANDOWNER's rights and obligations and other terms and conditions under the Development Agreement with respect to the Assigned Parcel(s).

AGREEMENTS

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

- 1. ASSIGNEE hereby assumes all of the burdens and obligations of LANDOWNER under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of LANDOWNER under the Development Agreement, and to be subject to all of the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both LANDOWNER and ASSIGNEE that, upon the execution of this Agreement, ASSIGNEE shall become substituted for LANDOWNER as the "LANDOWNER" under the Development Agreement with respect to the Assigned Parcel(s).
- 2. ASSIGNEE understands and agrees that this Agreement is subject to section 4 of the Development Agreement. Section 4 reads as follows:

Assignment. LANDOWNER shall have the right to sell, assign, or transfer its interests under this Agreement as part of a contemporaneous and related sale, assignment or transfer of its interests in the Property, or any portion thereof, with the consent of CITY, which the City may not

withhold unreasonably. LANDOWNER shall notify CITY of such sale, assignment or transfer by providing written notice thereof to CITY in the manner provided in this Agreement. LANDOWNER shall remain obligated to perform all terms and conditions of this Agreement, unless such purchaser, assignee or transferee, to the satisfaction of and in a form acceptable to the City Attorney, executes and delivers to CITY an express agreement to assume all of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred. The execution of such an assumption agreement shall relieve LANDOWNER of the obligations expressly assumed only if (a) LANDOWNER is not in default under this Agreement at the time of the assignment or transfer; and (b) LANDOWNER has provided CITY with notice of said assignment or transfer in the manner provided hereunder. Any such assumption agreement with respect to LANDOWNER's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the Assignment and Assumption Agreement attached hereto as Exhibit "D" and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNER and approved by the City Attorney prior to the effective date of the assignment. The City Manager is authorized to approve any assignment on the CITY's behalf.

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

4. At the request of the City, ASSIGNEE agrees to enter into a separate development agreement with respect to the Assigned Parcel(s).
5. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.
6. ASSIGNEE agrees that it has read, and has sought and received all required legal and other expert consultation with regard to the Development Agreement, and fully understands all of its terms and conditions. ASSIGNEE further agrees that: (i) LANDOWNER has furnished ASSIGNEE with a copy of the South Natomas Community Plan, the Habitat Conservation Plan, and all other documents and materials containing or relating to terms and conditions of development in the SNCP area; (ii) ASSIGNEE has read and understands all of the terms and conditions of said documents and materials; and (iii) with such knowledge and understanding, which includes the nature and extent of the fees, taxes, assessments and other financial mechanisms and

obligations inherent in such documents and materials, nevertheless has voluntarily, freely and knowingly assumed and agreed to perform all of obligations and requirements, and be bound by all of the provisions of such documents and materials.

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

By: _____
"ASSIGNEE"

EXHIBIT E

Protest Waiver Provisions Agreed to by LANDOWNER

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

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

Without limiting the generality of the foregoing, LANDOWNER for itself, its constituents, successors and assignees specifically, as to the Property, agrees to the following:

- (1) Waives, and hereby grants advance consent to the formation and implementation of any and all special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts), fee districts or other financing mechanisms of a similar nature recommended or established by CITY for the purpose of financing infrastructure, public improvements and facilities. Without limiting the generality of the foregoing, LANDOWNER specifically waives:
 - (i) the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (division 4 of the Streets and Highways Code, beginning at section 2800), together with associated provisions of the California Constitution;
 - (ii) the provisions of any other statute designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism; and
 - (iii) the provisions of any procedure embodied in the Sacramento City Code designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism.
- (2) Waives, and hereby grants advance consent to the formation and implementation of any and all special fees, exactions, development fees, assessments, taxes or other charges established by CITY for the purpose of financing infrastructure, public improvements and facilities. Without limiting the generality of the foregoing, LANDOWNER specifically waives:
 - (i) to the extent applicable, those statutory and constitutional provisions specified in paragraph (1) above; and
 - (ii) the provisions of Government Code section 66000 et seq. or any other provision of law providing a procedure for contest or protest of establishment or imposition of special fees, exactions, development fees, assessments, taxes or other charges of a similar nature.
- (3) Agrees to:
 - (i) affirmatively petition CITY, where applicable, for the formation of all special districts and other financing mechanisms that have been or will be in the future selected or recommended by CITY;

- (ii) execute an irrevocable proxy or proxies when necessary (such as in the formation of, or imposition of taxes relative to, a Mello-Roos Community Facilities District) authorizing a representative designated by CITY, who will vote in favor of establishing the specific financing mechanism in question; and
- (iii) execute immediately upon presentation any document which is required or convenient for the formation of the district or facilitation of the particular financing mechanism.

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

EXHIBIT F
IRREVOCABLE OFFER OF DEDICATION FORM

SEE ATTACHED

RECORDED FOR THE BENEFIT OF
THE CITY OF SACRAMENTO
GOV CODE 6103

WHEN RECORDED RETURN TO:

CITY OF SACRAMENTO
ATTN: JERRY LOVATO
DEVELOPMENT SERVICES DEPARTMENT
NEW CITY HALL
915 "I" STREET, 3rd FLOOR
SACRAMENTO, CA 95814

DOCUMENTARY TRANSFER TAX NOT REQUIRED:
SEC 11922 REVENUE AND TAXATION CODE

**IRREVOCABLE OFFER OF DEDICATION
FEE TITLE**

THE UNDERSIGNED HEREBY CERTIFIES THAT I /WE /AM /ARE THE LEGAL OWNERS OF, OR ARE PARTIES HAVING AN INTEREST IN THE HEREINAFTER DESCRIBED REAL PROPERTY, AND THE UNDERSIGNED, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS, AND ASSIGNS, DO HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF SACRAMENTO, A MUNICIPAL CORPORATION, IN FEE TITLE THE HEREINAFTER DESCRIBED REAL PROPERTY LOCATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS TO-WIT:

RESERVING, HOWEVER, UNTO THE UNDERSIGNED, THEIR HEIRS, SUCCESSORS AND ASSIGNS ANY AND ALL PRESENT LAWFUL USES OF SAID LAND, UNTIL SUCH TIME AS THE CITY MANAGER'S DESIGNEE OF THE CITY OF SACRAMENTO GIVES WRITTEN NOTICE THAT SAID LAND WILL BE IMPROVED FOR PUBLIC PURPOSES, AND IT IS ALSO HEREBY UNDERSTOOD AND AGREED BY THE UNDERSIGNED, THEIR HEIRS, SUCCESSORS, AND ASSIGNS, THAT ANY IMPROVEMENTS HEREINAFTER PLACED BY THEM IN OR UPON THE ABOVE DESCRIBED PROPERTY SHALL BE REMOVED WITHOUT COST OR EXPENSE TO THE CITY OF SACRAMENTO UNTIL SUCH NOTICE IS GIVEN BY THE CITY MANAGER'S DESIGNEE, THE UNDERSIGNED, AND THEIR HEIRS, SUCCESSORS OR ASSIGNS AGREE TO ASSUME FULL RESPONSIBILITY OR LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY ON SAID LAND OR ARISING OUT OF ITS USE OR OCCUPANCY BY THEM. IT IS ALSO HEREBY UNDERSTOOD THAT ALL WORK TO BE DONE IN OR UPON THE ABOVE DESCRIBED PROPERTY SHALL BE DONE UNDER PERMIT AND DONE IN ACCORDANCE WITH PLANS TO BE FURNISHED BY THE PRINCIPAL AND APPROVED BY THE CITY MANAGER'S DESIGNEE OF THE CITY OF SACRAMENTO, AND IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY MANAGER'S DESIGNEE OF THE CITY OF SACRAMENTO. UPON WRITTEN REQUEST BY THE CITY MANAGER'S DESIGNEE OF THE CITY OF SACRAMENTO PRIOR TO HIS OR HER ACCEPTANCE OF THE DEDICATION OFFERED HEREUNDER, THE UNDERSIGNED, THEIR HEIRS, SUCCESSORS, AND ASSIGNS AGREE TO PROVIDE AT NO COST TO THE CITY OF SACRAMENTO A CLTA OWNER'S POLICY OF TITLE INSURANCE INSURING, AT THE CURRENT MARKET VALUE. THE CONVEYANCE TO THE CITY OF SACRAMENTO OF CLEAR TITLE FREE OF ENCUMBRANCES

THE DEDICATION OFFERED HEREUNDER SHALL BE COMPLETE UPON ITS WRITTEN ACCEPTANCE BY THE CITY MANAGER'S DESIGNEE OF THE CITY OF SACRAMENTO

OWNER'S NAME (PRINT) _____

By: _____

Title: _____

By: _____

Title: _____

[ATTACH NOTARY ACKNOWLEDGEMENT]

EXHIBIT G

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

SEE ATTACHED

EXHIBIT G

CATEGORICAL LISTING OF LAND AND INFRASTRUCTURE

Certain land and infrastructure within the ParkeBridge project area shall be dedicated to the City of Sacramento. As depicted on the attached Tentative Subdivision Map dated November 10, 2004 and last revised February 3, 2006, the land and infrastructure includes but is not limited to the following:

A. Streets (dedicated easements):

- | | | |
|--------------------|--------------|--------------|
| 1. Fong Ranch Road | 9. Street F | 17. Street N |
| 2. Circle A | 10. Street G | 18. Street O |
| 3. Way A | 11. Street H | 19. Street P |
| 4. Street A | 12. Street I | 20. Street Q |
| 5. Street B | 13. Street J | 21. Street R |
| 6. Street C | 14. Street K | 22. Street S |
| 7. Street D | 15. Street L | 23. Court T |
| 8. Street E | 16. Street M | |

Minimum 10-foot public-utility easement along all public and private rights-of-way, or as otherwise approved by SMUD.

B. Parks, Landscape Corridors, Trails (dedications):

- | | |
|----------------------------|----------------------------|
| 1. Lot A (22.8± net acres) | 8. Lot J (0.9± net acres) |
| 2. Lot B (0.6± net acres) | 9. Lot K (1.0± net acres) |
| 3. Lot C (0.1± net acres) | 10. Lot L (0.6± net acres) |
| 4. Lot D (0.08± net acres) | 11. Lot M (2.0± net acres) |
| 5. Lot E (0.15± net acres) | 12. Lot N (0.2± net acres) |
| 6. Lot H (0.3± net acres) | 13. Lot O (3.8± park site) |
| 7. Lot I (0.03± net acres) | |

Minimum 10-foot public-utility easement along all public and private rights-of-way, or as otherwise approved by SMUD.

C. Detention Basins and Open Space (dedications):

1. Lot F (1.0± net acres)
2. Lot G (8.7± net acres)

ORDINANCE NO. 2006-XXXX

Adopted by the Sacramento City Council

Date

AN ORDINANCE AMENDING THE DISTRICTS ESTABLISHED BY THE COMPREHENSIVE ZONING ORDINANCE TITLE 17 OF THE SACRAMENTO CITY CODE, BY REZONING 53.4± ACRES OF OFFICE PUD (OB-PUD) ZONE, 28.8± ACRES OF SINGLE FAMILY ALTERNATIVE PUD (R-1A-PUD) ZONE, AND 31.1± ACRES OF AGRICULTURE (A) ZONE TO 59.4± ACRES OF SINGLE FAMILY ALTERNATIVE PUD (R-1A-PUD) ZONE, 13.9± ACRES OF MULTI-FAMILY PUD (R-2A-PUD) ZONE, AND 40± ACRES OF AGRICULTURE-OPEN SPACE (A-OS) ZONE, FOR THE PROPERTY LOCATED SOUTHEAST OF TRUXEL ROAD AND INTERSTATE 80. (APN: 225-0160-084, -088, -054, 225-0170-062) (P04-212)

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

SECTION 1

The property generally described, known and referred to as ParkeBridge (APN: 225-0160-084, -088, -054, 225-0170-062) which is shown on Exhibits A and B, consists of 53.4± acres currently in the Office PUD (OB-PUD) zone, 28.8± acres currently in the Single Family Alternative PUD (R-1A-PUD) zone, and 31.1± acres currently in the Agriculture (A) zone established by the Comprehensive Zoning Ordinance (Title 17 of the City Code). Said property, totaling 113.3± acres, is hereby removed from the said zones and placed in 59.4± acres of Single Family Alternative PUD (R-1A-PUD) zone, 13.9± acres of Multi-family PUD (R-2A-PUD) zone, and 40± acres of Agriculture-Open Space (A-OS) zone.

SECTION 2

Rezoning of the property described in the attached Exhibits A and B by the adoption of this Ordinance shall be deemed to be in compliance with the procedures for the rezoning of property described in the Comprehensive Zoning Ordinance, Title 17 of the City Code.

SECTION 3

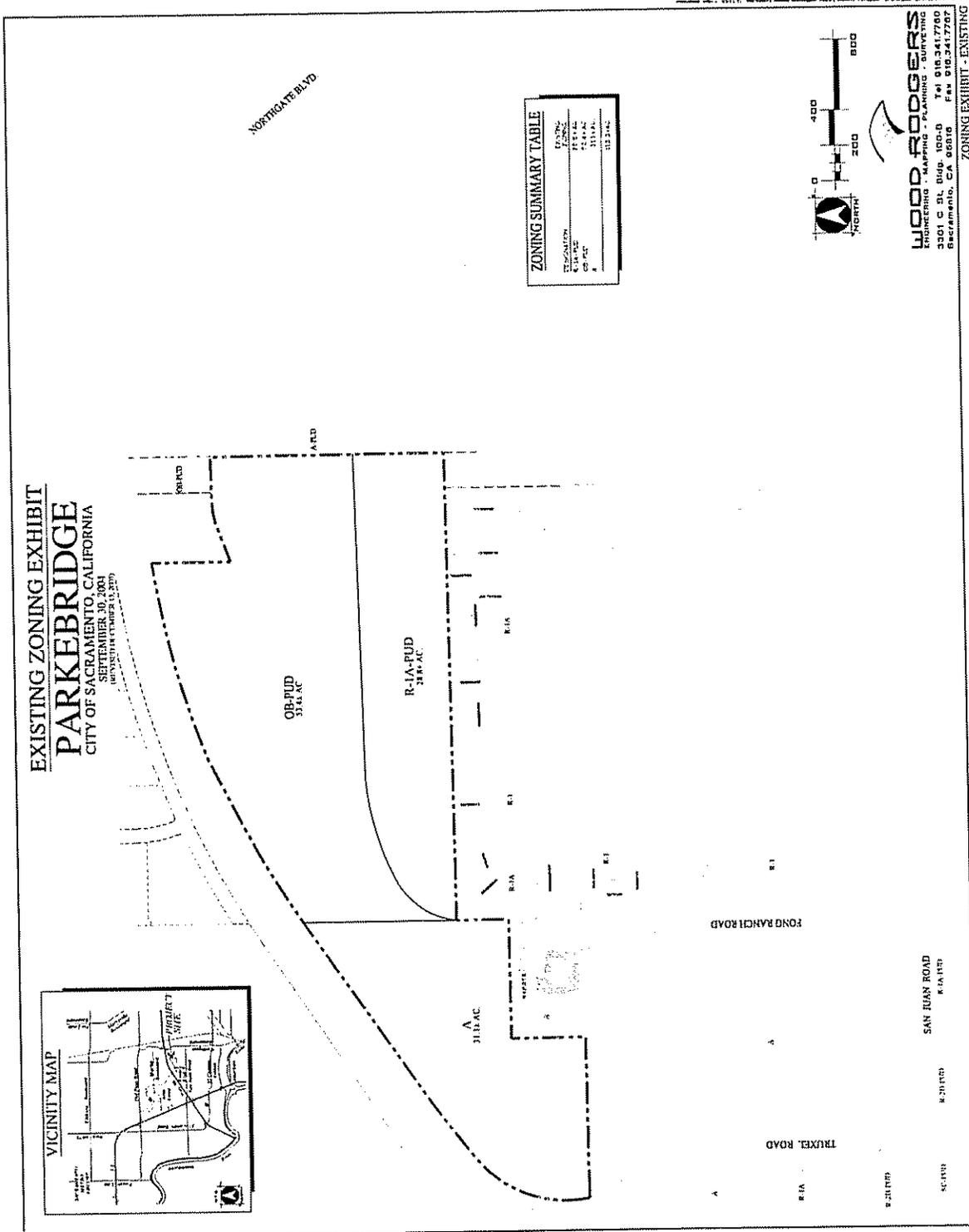
The City Clerk of the City of Sacramento is hereby directed to amend the official zoning map, which is a part of said Comprehensive Zoning Ordinance, Title 17 of the City Code, to conform to the provisions of this Ordinance.

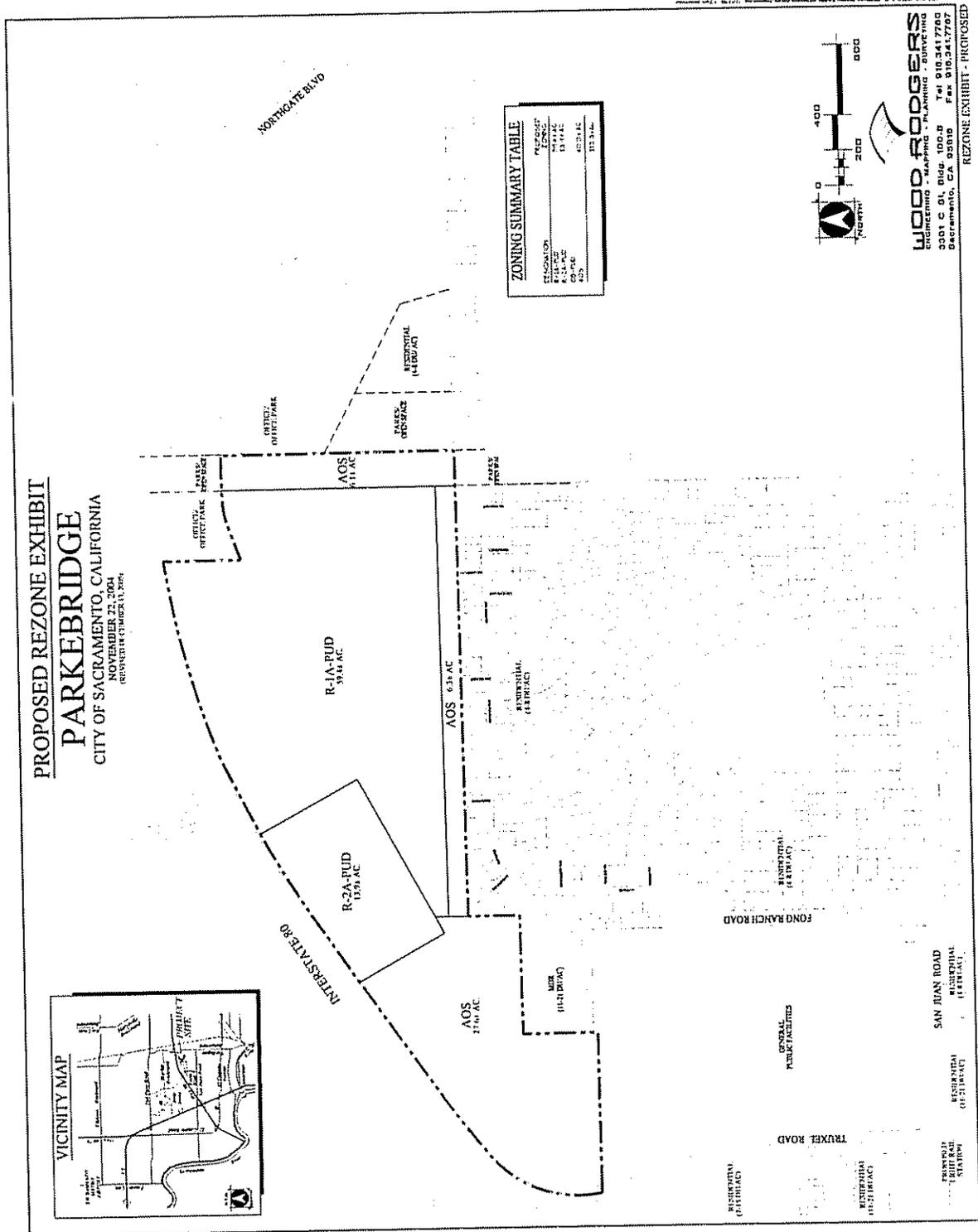
Table of Contents:

Exhibit A: Existing Zoning – 1 page

Exhibit B: Proposed Rezone – 1 page

Exhibit A: Existing Zoning





RESOLUTION NO. 2006-XXXX

Adopted by the Sacramento City Council

Date

RESOLUTION CERTIFYING THE ENVIRONMENTAL IMPACT REPORT AND ADOPTING THE MITIGATION MONITORING PROGRAM FOR THE PROPOSED PARKEBRIDGE PROJECT, LOCATED IN SOUTH NATOMAS, SOUTHEAST OF TRUXEL ROAD AND INTERSTATE 80, SACRAMENTO, CALIFORNIA (APN: 225-0160-084, -088, -054, 225-0170-062)

THE CITY COUNCIL OF THE CITY OF SACRAMENTO DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

I. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

1. The City Council finds that the Environmental Impact Report for the ParkeBridge residential subdivision project (herein EIR) which consists of the Draft EIR, Final EIR (Response to Comments) and Appendices, has been completed in accordance with the requirements of the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the Sacramento Local Environmental Procedures.
2. The City Council certifies that the EIR was prepared, published, circulated and reviewed in accordance with the requirements of CEQA, the State CEQA Guidelines and the Sacramento Local Environmental Procedures, and constitutes an adequate, accurate, objective and complete Final Environmental Impact Report in accordance with the requirements of CEQA, the State CEQA Guidelines and the Sacramento Local Environmental Procedures.
3. The City Council certifies that the EIR has been presented to it and that the City Council has reviewed it and considered the information contained therein prior to acting on the proposed project.
4. Pursuant to CEQA Guidelines Sections 15091 and 15093, and in support of its approval of the ParkeBridge residential subdivision project, the City Council hereby adopts the attached Findings of Fact and Statement of Overriding Considerations and a Mitigation Monitoring Program to require implementation of all feasible mitigation measures.

II. PROCEDURAL FINDINGS

1. The City of Sacramento caused an Environmental Impact Report ("EIR") on the Project to be prepared pursuant to the California Environmental Quality Act, Public Resources Code, Section 21000 et seq. (CEQA), the CEQA Guidelines, Code of California Regulations, Title XIV, Section 15000 et seq., and the City of Sacramento Environmental Guidelines.
2. A Notice of Preparation (NOP) dated January 28, 2005 and a subsequent NOP dated February 4, 2005 with project figures were filed with the Office of Planning and Research and circulated for public comments for 30 days. A scoping meeting was held on February 14, 2005, regarding the preparation of the EIR.
3. A Notice of Availability (NOA) and Notice of Completion (NOC) and copies of the Draft EIR were distributed to the State Clearinghouse on October 6, 2005 to distribute to those public agencies that have jurisdiction by law with respect to the Project and to other interested parties and agencies. The comments of such persons and agencies were sought.
4. An official forty-five (45) day public review period for the Draft EIR was established by the State Clearinghouse. The public review period began on October 7, 2005 and ended on November 23, 2005.
5. The Notice of Availability (NOA) was distributed to all interested groups, organizations, individuals, and property owners within 500 feet on October 7, 2005. The NOA stated that the City of Sacramento had completed the Draft EIR and that copies were available at the City of Sacramento, Development Services Department, New City Hall, 915 I Street, 3rd Floor, Sacramento, California 95814, its business location at that time. The NOA also indicated that the official forty-five day public review period for the Draft EIR would end on November 23, 2005.
6. On October 7, 2005, the Notice of Availability was published in the Daily Recorder, posted at the project site, and filed with the Sacramento County Clerk-Recorder. The Notice of Availability stated that the Draft EIR was available for public review and comment.
7. Following closure of the public comment period, the Final EIR was prepared, including responses to written comments received regarding the Draft EIR, and any changes in the Draft EIR made as a result of the public review of the document. The responses to agency comments regarding the Draft EIR were provided to the commenting agencies on January 13, 2006.
8. Following notice duly and regularly given as required by law, and all interested parties expressing a desire to comment thereon or object thereto having been heard, the EIR and comments and responses thereto having been considered, the City Council makes the following determinations:

- A. The EIR consists of the Draft EIR and Final EIR (Responses to Comments) and appendices.
- B. The EIR was prepared and completed in compliance with CEQA.
- C. The EIR has been presented to the City Council which has reviewed and considered the information therein prior to acting on the ParkeBridge Residential Subdivision Project, and they find that the EIR reflects the independent judgment and analysis of the City of Sacramento.
9. The following information is incorporated by reference and made part of the record supporting these findings:
- A. The Draft and Final EIR and all documents relied upon or incorporated by reference including:
- City of Sacramento General Plan, City of Sacramento, January, 1988
 - Draft Environmental Impact Report City of Sacramento General Plan Update, City of Sacramento, March, 1987
 - Findings of Fact and Statement of Overriding Considerations for the Adoption of the Sacramento General Plan Update, City of Sacramento, 1988
 - Zoning Ordinance, City of Sacramento
- B. The Mitigation Monitoring Plan as corrected February 9, 2006.
- C. All staff reports, memoranda, maps, letters, minutes of meetings and other documents relied upon or prepared by City staff relating to the project, including but not limited to, City of Sacramento General Plan and the Draft and Final Environmental Impact Report for the City of Sacramento General Plan Update.
10. The official custodian of the record is the City of Sacramento Development Services Department, Environmental Planning Services, 2101 Arena Boulevard, Suite 200, Sacramento, CA 95834.

III. FINDINGS OF FACT REGARDING THE CONTENTS OF THE ENVIRONMENTAL IMPACT REPORT FOR THE PARKEBRIDGE RESIDENTIAL SUBDIVISION PROJECT

INTRODUCTION

The Environmental Impact Report ("EIR") prepared for the ParkeBridge Residential Subdivision Project ("proposed project") addresses the potential environmental effects associated with a tentative subdivision map for the development of 531 residential units,

and associated infrastructure, on an 86.7-acre site in the South Natomas area of Sacramento. The proposed project includes a tentative map to subdivide 113.3± acres, which includes land for a future park that could be developed by the City of Sacramento, and which would be subject to environmental review at the time plans for development have been prepared.

The proposed project is located in South Natomas in the City of Sacramento, southeast of the Interstate 80 (I-80) and Truxel Road interchange. The project site is flat and has historically been used for agriculture. Two irrigation ditches traverse the site – one on the parcel's eastern border and the other through the center of the site.

The proposed project would include the development of a total of 531 residential units on approximately 86.7 acres; approximately 13 of those acres would include open space, drainage corridors, landscape corridors, and infrastructure required to support the proposed uses. The proposed project is divided into four residential villages, as follows: 142 townhouse cluster lots, 135 single-family units (34 foot by 73 foot lots), 154 single-family units (45 foot by 80 foot lots), and 100 single-family units (50 foot by 100 foot lots). A seasonal wetland along the southern portion of the site would be incorporated into the rear yards of future residential lots, but the area would be fenced, and development within the wetland would be restricted while the wetland feature exists. The project includes four neighborhood pocket parks totaling approximately 0.9 acres. In total, the proposed project would result in the development of approximately 86.7 acres.

These findings have been prepared to comply with the requirements of the California Environmental Quality Act ("CEQA") and the CEQA Guidelines (Cal. Code Regs, Title 14, § 15000 *et seq.*).

DEFINITIONS

ADT = average daily traffic

AF = acre feet

AFY = acre feet per year

ANSI = American National Standards Institute

BACT = best available control technology

BMPs = best management practices

BO = Biological Opinion

CAAQS = California Ambient Air Quality Standards

Caltrans = California Department of Transportation

CARB = California Air Resources Board

CCR = California Code of Regulations

CDFG = California Department of Fish and Game

CESA = California Endangered Species Act

CEQA = California Environmental Quality Act

CFR = Code of Federal Regulations

cfs = cubic feet per second

CIWMB = California Integrated Waste Management Board

CLUP = Metropolitan Comprehensive Land Use Plan
CNDDDB = California Natural Diversity Database
CNEL = Community Noise Exposure Level
CNPS = California Native Plant Society
CO = carbon monoxide
Corps = Army Corps of Engineers
CVP = Central Valley Project
CWA = Clean Water Act
dB = decibel
dBA = A-weighted decibel, weighted toward the human ear
DEIR = Draft Environmental Impact Report
DHS = California Department of Health Services
DTSC = California Department of Toxic Substances
du = dwelling unit
DWR = California Department of Water Resources
EB = eastbound
EPA = Environmental Protection Agency
FCAA = Federal Clean Air Act
FEIR = Final Environmental Impact Report
FEMA = Federal Emergency Management Agency
FESA = Federal Endangered Species Act
FHWA = Federal Highway Administration
FIRMs = Federal Insurance Rate Maps
gpm = gallons per minute
HCP = Habitat Conservation Plan
I-80 = Interstate 80
ITE = Institute of Transportation Engineers
ITP = Incidental Take Permit
 L_{dn} = the Day/Night Average Level, a 24-hour average L_{eq} with a 10 dBA "weighting" added to noise during the hours of 10:00 P.M. to 7:00 A.M. to account for noise sensitivity in the nighttime
 L_{eq} = the equivalent energy noise level, the average acoustic energy content of noise for a stated period of time
 L_{max} = the maximum instantaneous noise level experienced during a given period of time
 L_{min} = the minimum instantaneous noise level experienced during a given period of time
LOS = level of service
MACT = maximum available control technology
MBTA = Migratory Bird Treaty Act
MCL = maximum contaminant level
MEI = maximally exposed individual
MEP = maximum extent practicable
mgd = million gallons per day
msl = mean sea level
MTP = Metropolitan Transportation Plan
NBHCP = Natomas Basin Habitat Conservation Plan
NFIP = National Flood Insurance Program

NO₂ = nitrogen dioxide
 NOI = Notice of Intent
 NOP = Notice of Preparation
 NO_x = nitrogen oxide
 NPDES = National Pollution Discharge Elimination System
 NUSD = Natomas Unified School District
 O₃ = ozone
 PM_{2.5} = fine particulate matter 2.5 microns or smaller in diameter
 PM₁₀ = fine particulate matter 10 microns or smaller in diameter
 POU = Place of Use
 ppm = parts per million
 PUD = Planned Unit Development
 RCRA = Resource Conservation and Recovery Act
 RD 1000 = Reclamation District 1000
 ROG = reactive organic gases
 RT = Sacramento Regional Transit
 RWQCB = Regional Water Quality Control Board
 sf = square feet
 SGPU = Sacramento General Plan Update
 SIP = State Implementation Plan
 SMAQMD = Sacramento Metropolitan Air Quality Management District
 SNCP = South Natomas Community Plan
 SO₂ = sulfur dioxide
 SRRE = Source Reduction and Recycling Element
 SVAB = Sacramento Valley Air Basin
 SWA = Sacramento Regional County Solid Waste Authority
 SWPPP = Stormwater Pollution Prevention Plan
 SWRCB = State Water Resources Control Board
 TAC = toxic air contaminant
 TNBC = The Natomas Basin Conservancy
 USBR = United States Bureau of Reclamation
 USFWS = United States Fish and Wildlife Service
 UWMP = Urban Water Management Plan
 v/c = volume-to-capacity ratio
 VdB = vibration decibel
 VOCs = volatile organic compounds
 WB = westbound
 WFA = Water Forum Agreement
 WSA = Water Supply Assessment
 WTP = Water Treatment Plant

PROJECT DESCRIPTION

Introduction

The proposed ParkeBridge residential development project (proposed project) includes a tentative subdivision map for the development of 531 residential units, and associated

infrastructure, on an 86.7-acre site in the South Natomas area of Sacramento. The project applicant is in the process of purchasing 88.6 acres from the Natomas Unified School District (NUSD) and negotiating an agreement with the City of Sacramento to exchange approximately 29 acres (purchased from NUSD) with 25 acres of City land. As a separate project, approximately 28 net acres (from the land exchange) would be developed as a community park in the future by the City and would be planned and evaluated as part of a process separate from the ParkeBridge EIR prior to development by the City. (DEIR, p. 2-1.)

PROJECT LOCATION AND CHARACTERISTICS

The project site is located in South Natomas in the City of Sacramento, southeast of the Interstate 80 (I-80) and Truxel Road interchange.

Project Site Land Uses

The site is flat and has historically been used for agriculture. Two irrigation ditches traverse the site - one on the parcel's eastern border and the other through the center of the site. The project site is within Sacramento City limits and is subject to the provisions of the City of Sacramento General Plan. General Plan designations for the site include Low Density Residential (4-15 du/ac), Regional Commercial and Offices, and Parks-Recreation-Open Space. The project site is located within the South Natomas Community Plan (SNCP) area, which is bounded generally by the Sacramento River to the west, the American River to the south, I-80 to the north, and Northgate Boulevard to the east. The SNCP envisions residential development, parks, schools, shopping centers, and office/business uses within the plan area resulting in a high quality mixed-use community. The project site is designated Residential 4-8 du/ac, Residential 7-15 du/ac, Office/Office Park, and Parks/Open Space in the South Natomas Community Plan. Zoning for the site includes low-density residential (R-1A), office (OB), and agriculture (A). Diagrams showing the applicable land use designations for each of the plans are provided in Chapter 4, Land Use. (DEIR, p. 2-1.)

Surrounding Land Uses

The site is bordered on the south by a drainage canal, operated by Reclamation District 1000 (RD 1000), and a low-density single-family housing development, similar in nature to the detached units in the proposed project. Natomas High School is located further to the southwest. There is an undeveloped City parcel to the west, I-80 to the north, and agricultural land to the east. The undeveloped area to the east of the project site is designated by the General Plan and SNCP for office and commercial development. (DEIR, p. 2-1.)

PROJECT OBJECTIVES

The objectives of the proposed project are listed below:

- Provide a residential development, consisting of low- and medium-density housing with a variety of architectural styles that compliments the adjacent residential development.
- Provide public services to meet the needs of the proposed development.
- Promote connectivity with the adjacent development by providing pedestrian and bicycle access between the existing and planned development.
- Provide bicycle facilities on the site as identified in the 2010 City/County Bikeway Master Plan.
- Create places to live that foster neighborliness and a sense of community.
- Provide access to open space and park facilities. (DEIR, p. 2-3.)

PROJECT ELEMENTS

The proposed project would include the development of a total of 531 residential units on approximately 86.7 acres; approximately 13 of those acres would include open space, drainage corridors, landscape corridors, and infrastructure required to support the proposed uses. The proposed project is divided into four residential villages, as follows: 142 townhouse cluster lots, 135 single-family units (34 foot by 73 foot lots), 154 single-family units (45 foot by 80 foot lots), and 100 single-family units (50 foot by 100 foot lots). A seasonal wetland along the southern portion of the site would be incorporated into the rear yards of future residential lots, but the area would be fenced, and development within the wetland would be restricted while the wetland feature exists. The project includes four neighborhood pocket parks totaling approximately 0.9 acres. In total, the proposed project would result in the development of approximately 86.7 acres. (DEIR, p. 2-3.)

The proposed project would require an amendment of the General Plan and SNCP, a rezoning and approval of a tentative subdivision map and subdivision modification to divide the site. The new designations would be parks – recreation – open space, low-density residential, and medium-density residential. The project site is not located in an area that would require design guidelines or review by the City's Design Review Board. (DEIR, p. 2-3.)

Natomas Basin Habitat Conservation Plan Compliance

The project applicant will comply with mitigation prescribed in the Natomas Basin Habitat Conservation Plan. Compliance will be accomplished through acquisition and dedication of mitigation land to the Natomas Basin Conservancy at a rate of one-half acre of habitat for every acre of land developed and payment of applicable mitigation fees to cover the costs of restoring and managing one-half acre of habitat for every acre of land developed. Mitigation fees will be paid to the Natomas Basin Conservancy and replacement habitat will be acquired prior to project development. (DEIR, p. 2-3.)

Infrastructure

Circulation

The proposed project would have four crossings of the RD 1000 canal: two for primarily automobile traffic and two strictly for bicycle and pedestrian traffic. The applicant intends to design the crossing structures to completely span the canal so that there would be no footings or pilings placed within the canal; however, if that is not feasible, culverts could be placed in the canal for the two automobile crossings. During construction of drainage improvements when District canals and berms were worked on extensively, the canal was not considered jurisdictional waters by the U.S. Army Corps of Engineers (Corps). Primary access to the site would be via Fong Ranch Road (currently Rosin Boulevard) at the western portion of the site. Secondary access to the site would be via an extension of the existing Bridgeford Drive from the subdivision located to the south of the project site. One of the bicycle crossings of the canal would be generally north of Rio Rosa Way and the other would be at the eastern portion of the project site. (DEIR, p. 2-5.)

A system of minor collectors and residential streets is proposed to provide the circulation for the project. All streets within the project site would be built in accordance with City street standards. (DEIR, p. 2-5.)

The proposed extension of Fong Ranch Road ends at the eastern portion of the project site; however, to ensure adequate analysis of traffic impacts that could occur in the future, the Transportation section of the ParkeBridge EIR (Section 5.6) includes analysis of a scenario that includes the extension of Fong Ranch Road to the east to Rosin Court. (DEIR, p. 2-5.)

Water Service

There is no existing water infrastructure on the site. There are, however, a sufficient number of connection points to the existing water main system within the vicinity of the ParkeBridge project to provide sufficient capacity for the proposed project. The proposed project would include connection to existing 8-inch water lines in Bridgeford Drive and Rio Largo Way and to an existing 12-inch water main in Rosin Boulevard to the south of the project site, each of which would be accessed by boring under the RD 1000 canal. No structures would be placed in the canal for connection to water facilities. (DEIR, p. 2-5.)

Storm Drainage

There is no existing storm drain infrastructure on the project site. The storm drain system for the proposed project would convey stormwater to the proposed detention ponds and subsequently to Sump 141. The project includes two detention basins along the eastern portion of the site and a drainage/open space corridor along the length of the southern border. Runoff from the site would be directed to the proposed detention basins and ultimately to Sump 141, south of the project site. (DEIR, p. 2-5.)

Wastewater Service

There is no existing sewer infrastructure on the project site. Improvements for the proposed project would include installation of a 24-inch sewer line along the western border of the project site that would connect to sewer trunk facilities to be constructed by the NUSD south of I-80, and subsequently connect to the facilities being constructed by Opus West Corporation north of I-80. The Opus West Corporation is expected to complete construction of their portion of the sewer trunk facilities in 2006. The project would also participate in planned downstream sewer lift station improvements to increase the capacity of the temporary sewer facilities. (DEIR, p. 2-5.)

Recreation Facilities

The proposed project would include four parks totaling approximately 0.9 acres along Fong Ranch Road at a central location on the project site that would serve as a focal element and gathering place, with recreational opportunities for residents, including a basketball court and tot lot. The proposed project would also require the dedication of approximately seven acres (or payment of in-lieu fees) to the City to satisfy park dedication requirements, of which four acres would be adjacent to the City community park. Although the park would not be constructed as part of the proposed project, the dedicated acreage would be combined with other adjacent City land that the City would develop to create a 28.1-acre (net) community park on the parcel west of the project site. Although plans have not been developed for the City park, it is anticipated that it would include a baseball complex and other community-serving amenities. (DEIR, p. 2-6.)

A bike trail and parkway would be constructed as part of the proposed project along the southern border of the project site. Approximately 2.41 acres along the drainage canal (south border) would be dedicated as open space. An additional bike trail/landscaped parkway would be located along the northern border of the project site. The trail would travel through the recreation and open space area and provide a link to the detention basin along the eastern border of the project site. As previously stated, there would be two bicycle/pedestrian bridges with access from the bike path that would connect the proposed project with the existing residential development to the south. (DEIR, p. 2-6.)

Project Schedule

It is anticipated that grading for the proposed project would begin in the spring or summer of 2006, followed by the construction of the two vehicular bridges to provide primary and secondary access to the project site, along with the entry feature, most of the main road and required infrastructure (drainage, sewer, detention basin) and required offsite improvements. The four villages would likely be constructed simultaneously, with 10 to 15 houses to be constructed at a time per phase per village. It is anticipated that the project could be completely built out by 2008. (DEIR, p. 2-6.)

Project Approvals

As a public agency principally responsible for approving the proposed project, the City of Sacramento is considered the Lead Agency under the CEQA. The City of Sacramento has the authority to either approve or reject the project. In addition to certification of the EIR, additional entitlements have been requested for the proposed project. The proposed project would require the approvals identified below. (DEIR, p. 2-6.)

City of Sacramento

- Environmental Determination: Environmental Impact Report;
- Mitigation Monitoring Plan;
- Public Infrastructure Agreement between the City and Griffin Industries regarding the development of the site;
- City of Sacramento General Plan Amendment to modify the land use for a portion of the site to allow development of residential uses;
- South Natomas Community Plan Amendment to modify the land use for a portion of the site;
- Rezone;
- Establish Planned Unit Development; and
- Tentative Subdivision Map, subdivision modification, and PUD special permit to subdivide the parcel. (DEIR, p. 2-6 and 2-7.)

Other Agencies

Regional Water Quality Board (Waste Discharge Requirements Permit). (DEIR, p. 2-7.)

IV. BACKGROUND

Environmental Review Process

The City prepared the EIR to satisfy the requirements of CEQA, as well as to provide decision-makers and the public with information that enables them to consider the environmental consequences of the proposed actions. The EIR provides a project-level analysis for the ParkeBridge Project. (DEIR, p. 1-4.)

As a first step in complying with the procedural requirements of CEQA, the City examined whether any aspect of the ParkeBridge Project, either individually or cumulatively, may cause a significant effect on the environment. It was determined that

there were potentially significant impacts, and the Notice of Preparation ("NOP") indicated that an EIR would be prepared to analyze these impacts. (DEIR, p. 1-1.)

The scope of the EIR includes environmental issues determined to be potentially significant through preparation of the NOP, Revised NOP, responses to the NOP, scoping meetings, and discussions among the public, consulting staff, and the City of Sacramento. The City filed a NOP with the California Office of Planning and Research ("OPR") as an indication that an EIR would be prepared. During preparation of the EIR, agencies, organizations, and persons who the City believed might have an interest in the ParkeBridge Project were notified. (DEIR, p. 1-1.)

The EIR or a Notice of Availability of the EIR was distributed to agencies that commented on the NOP, responsible and trustee agencies, individuals and organizations requesting notice, surrounding cities, counties, and other interested parties for a 45-day public review period in accordance with section 15087 of the State CEQA Guidelines. (DEIR, p. 1-1.)

Upon completion of the public review period, written responses to all substantive comments raised with respect to environmental issues were discussed into the Final EIR ("FEIR"). Written responses to comments received from any State or local agencies were made available to these agencies at least ten days prior to the public hearing during which the certification of the EIR was considered. These comments and their responses were included in the FEIR for consideration by the Planning Commission, and the City Council. The process culminated with City Council hearing to consider approval of the ParkeBridge Project.

V. FINDINGS FOR APPROVAL REQUIRED UNDER CEQA

According to Public Resources Code Section 21081, no public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant effects on the environment without making specific Findings of Fact ("Findings"). The purpose of the Findings is to establish the connection between the analysis in the EIR and the action of the Lead Agency with regard to approval or rejection of a project. Prior to approval of a project, one of three findings must be made, as follows:

- Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effects as identified in the EIR.
- Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers,

make infeasible the mitigation measures or project alternatives identified in the FEIR.

Additionally, according to PRC section 21081.6, for projects in which significant impacts will be avoided by mitigation measures, the Lead Agency must include a Mitigation Monitoring Program ("MMP"). The purpose of the MMP is to ensure compliance with required mitigation during implementation of the project.

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modification or alternatives are not required, however, where such changes are infeasible or where the responsibility for modifying the project lies with some other agency. (CEQA Guidelines, § 15091, subd. (a), (b))

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, §§ 15093, 15043, subd. (b); Pub. Resources Code, § 21081, subd. (b))

Public Resources Code section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors."

If a project will result in significant and unavoidable impacts, the agency must state in writing the specific reasons for approving the project based on the FEIR and any other information in the public record. This is termed a "Statement of Overriding Considerations" and is used to explain the specific reasons why the benefits of a proposed project make its unavoidable environmental effects acceptable. The statement is prepared before action to approve the project and certify the EIR is taken and is included as part of these findings.

A Notice of Availability was published on October 7, 2005, providing notice that the Draft EIR had been completed and was available for public review and comment. The Draft EIR was published and circulated for public comments from October 7, 2005 to November 23, 2005. On January 13, 2006 the City provided commenting agencies with the City's responses, and the Final EIR was completed on January 19, 2006, including responses to the comments received on the Draft EIR and the Mitigation Monitoring Plan. (Pub. Resources Code, § 21092.5, subd. (a))

The following documents comprise the EIR:

- The Final Environmental Impact Report for the ParkeBridge Project ("FEIR"), including comments received on the DEIR, responses to those comments, and technical appendices;

- Documents cited or referenced in the Draft and Final EIRs;
- All findings and resolutions adopted by the City in connection with the ParkeBridge Project, and all documents cited or referred to therein;
- All reports, studies, memoranda (including internal memoranda not protected by the attorney-client privilege), maps, staff reports, or other planning documents relating to the Project prepared by the City, consultants to the City, or responsible or trustee agencies with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the ParkeBridge Project;
- All documents submitted to the City (including the Planning Commission and City Council) by other public agencies or members of the public in connection with the ParkeBridge Project, up through the close of the public hearing(s);
- Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the ParkeBridge Project;
- Any documentary or other evidence submitted to the City at such information sessions, public meetings and public hearings;
- Any documents expressly cited in these findings, in addition to those cited above; and
- Any other materials required for the record of proceedings by Public Resources Code section 21167.6, subdivision (e).

The official custodian of the record is the City of Sacramento Development Services Department, Environmental Planning Services, 2101 Arena Boulevard, Suite 200, Sacramento, CA 95834.

The City Council has relied on all of the documents listed above in reaching its decision on the ParkeBridge Project, even if not every document was formally presented to the City staff as part of the City files generated in connection with the ParkeBridge Project. Without exception, any documents set forth above not found in the ParkeBridge Project files fall into one of two categories. Many of them reflect prior planning or legislative decisions in which the Board was aware in approving the ParkeBridge Project. (See *City of Santa Cruz v. Local Agency Formation Commission* (1978) 76 Cal.App.3d 381, 391-392; *Dominey v. Department of Personnel Administration* (1988) 205 Cal.App.3d 729, 738, fn. 6.) Other documents included the expert advice provided to City Staff or consultants, who then provided advice to the City Council. For that reason, such documents form part of the underlying factual basis for the City's decisions relating to the adoption of the ParkeBridge Project. (See Pub. Resources Code, § 21167.6, subd. (e)(10); *Browning-Ferris Industries v. City Council of City of San Jose* (1986) 181 Cal.App.3d 852, 866; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* (1955) 33 Cal.App.4th 144, 153, 155.)

Public Resources Code section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would *substantially lessen* the significant environmental effects of such projects[.]" (Emphasis added.) The same statute states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will *avoid* or *substantially lessen* such significant effects." (Emphasis added.) In the event that specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof. (Pub. Resources Code, § 21002.)

Public Resources Code section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors." CEQA Guidelines section 15364 adds another factor: "legal" considerations. (See also *Citizens of Goleta Valley v. Board of Supervisors* ("Goleta II") (1990) 52 Cal.3d 553, 565; *City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417 ("feasibility" also encompasses desirability, to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors and whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project).)

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modifications or alternatives are not required, however, where such changes are infeasible or where the responsibility for modifying the project lies with some other agency. (CEQA Guidelines, § 15091, subd. (a), (b).)

The Initial Study prepared for the project, and attached to the Draft EIR as Appendix A, identified the following impacts as being less than significant, and these were not reviewed further in the environmental process: Aesthetics, Light and Glare; Seismicity, Soils and Geology; Hazards; Land Use and Planning; Energy; Public Services; and Recreation. The Draft EIR identified no significant impacts for Hydrology and Water Quality or Water Supply.

These findings constitute the City's best efforts to set forth the evidentiary and policy bases for its decision to approve the proposed project in a manner consistent with the requirements of CEQA. To the extent that these findings conclude that various proposed mitigation measures outlined in the Final EIR are feasible and have not been modified, superseded or withdrawn, the City hereby binds itself to implement these measures. These findings are not merely informational, but rather constitute a binding set of obligations that will come into effect when the City adopts a resolution approving the Project.

VI. POTENTIALLY SIGNIFICANT IMPACTS AND MITIGATION MEASURES

The DEIR identified a number of significant and potentially significant environmental effects (or "impacts") that the proposed project will cause. Some of these significant effects can be fully avoided through the adoption of feasible mitigation measures. Other effects cannot be avoided by the adoption of feasible mitigation measures or alternatives, and thus will be significant and unavoidable. Some of these unavoidable significant effects can be substantially lessened by the adoption of feasible mitigation measures. Other significant, unavoidable effects cannot be substantially lessened or avoided. For reasons set forth in Section X *infra*, however, the City has determined that the significant, unavoidable effects of the proposed project are outweighed by overriding economic, social, and other considerations.

A. AIR QUALITY

Impact 5.1-1: Construction of the proposed project would generate emissions of PM₁₀. This is a *significant impact*. (Less than Significant after Mitigation). (DEIR, p. 5.1-12.)

Finding: This impact can be reduced to a less-than-significant level through implementation of Mitigation Measure 5.1-1. Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant environmental effect as identified in the DEIR.

Explanation: During the different phases of construction, PM₁₀ would be generated. The most PM₁₀ would be generated during the grading phase, when heavy-duty equipment would be moving soil and leveling the project site. The SMAQMD Guide specifies a threshold of significance of 50 µg/m³ for PM₁₀. The Guide also provides a screening table (Table B.1, Appendix B of the Guide) that prescribes PM₁₀ mitigations based on maximum acres graded daily to ensure that the project will be less than significant. The maximum daily acreage allowed in the screening table is 15 acres. PM₁₀ mitigations required at the 15 acre level are: keep soil moist at all times; maintain two feet of freeboard space on haul trucks; and use emulsified diesel or diesel catalysts on applicable heavy duty diesel construction equipment.

The proposed project would develop approximately 86.7 acres; the development of the City park would eventually be developed by the City, independent of the proposed project, and therefore, would not contribute emissions associated with construction concurrent with the proposed project. The URBEMIS 2002 emissions modeling program calculates that maximum daily graded acreage is normally 25 percent of the total project acreage. Consequently, URBEMIS 2002 assumes 21 acres as the maximum daily graded acreage. This would place the proposed project outside of the acreage values found in the screening table. The SMAQMD Guide suggests that if daily graded acreages exceed those in the screening table, concentration modeling can be performed to determine if PM₁₀ concentrations during grading would exceed the 50 µg/m³ outside of the project boundaries. In the case of the proposed project, modeling

would almost certainly show that grading emissions would exceed this standard, since grading would occur over the entire site, including at the property line. This would be a *significant impact*.

Instead of performing concentration modeling, the better option is to specify mitigation measures that would ensure that the maximum acres per day graded during construction of the proposed project would be less than significant according to the SMAQMD Guide. Implementation of the following mitigation measure(s) would keep grading within the acreages specified in the Screening Table B.1, and would ensure that mitigations required in the SMAQMD Guide for the specified graded area are implemented, which would reduce this impact to a less-than-significant level. (DEIR, pp. 5.1-12 to 5.1-13.)

Mitigation Measures: Implementation of Mitigation Measure 5.1-1 would ensure that mitigations required in the SMAQMD Guide for the specified graded area are implemented. (DEIR, p. 5.1-13)

Significance After Mitigation: This impact is less than significant after mitigation. (DEIR, p. 5.1-13)

Impact 5.1-2 Construction of the proposed project would generate ozone precursors. This is a *significant impact*. (Less than Significant After Mitigation). (DEIR, p. 5.1-13.)

Finding: This impact can be reduced to less-than-significant level through implementation of Mitigation Measure 5.1-2 (a, b, c, and d). Changes or alterations have therefore been required in, or incorporated into, the project which mitigate or avoid the short-term significant environmental effects as identified in the DEIR.

Explanation: In addition to PM₁₀ generated by construction, the other criteria pollutants of concern are the ozone precursors ROG and NO_x. The SMAQMD has not developed a threshold of significance for ROG from construction, however, because heavy-duty diesel construction equipment emits low levels of ROG, and because ROG from architectural coatings can be regulated by SMAQMD Rule 442. The SMAQMD has developed a threshold for construction NO_x of 85 pounds per day.

Modeling results for construction of the proposed project, shown in Table 5.1-5 (DEIR, p. 5.1-14), indicate that emissions of NO_x during the grading phase of construction could reach maximum levels of 125.65 pounds per day, levels of NO_x during the building phase could reach maximum levels of 150.76 pounds per day, and maximum levels of NO_x during the paving phase could reach maximum levels of 36.34 pounds per day. Inputs for the grading phase take into account mitigation measure 5.1-1 that specifies that the maximum acreage that would be graded in one day would be 15 acres. NO_x emissions during the grading and building phases would be above the 85 pounds-per-day threshold of significance for construction NO_x, and would be a significant impact.

Mitigation measures exist that can reduce emissions of construction NO_x. The SMAQMD recommends standard mitigation for all construction projects. These mitigations are listed below.

With the 20 percent off-road NO_x reduction required by Mitigation Measure 5.1-2 (a), maximum daily amounts of NO_x generated during construction would be lowered to 100.52 pounds per day during grading and 120.59 pounds per day during building construction. These daily maximum amounts would still be above SMAQMD thresholds of significance for construction.

For emissions above thresholds after mitigation has been applied, the SMAQMD allows the payment of an offsite mitigation fee. The fee is used to fund NO_x-reducing projects in the Sacramento Ozone Nonattainment Area such as diesel engine retrofits or re-powers. The fee is calculated by multiplying the amount of emissions above the threshold for each construction phase by the number of days in that phase. The result in tons is multiplied by the current price of reducing one ton of NO_x. Payment of this fee would mitigate the proposed project's impact to below SMAQMD thresholds of significance. The residual impact would be less than significant.

Mitigation Measures: As noted above, the SMAQMD allows the payment of an offsite mitigation fee to fund NO_x-reducing projects in the Sacramento Ozone Nonattainment Area. According to the SMAQMD, Mitigation Measure 5.1-2 (a, b, c, and d) would mitigate the proposed project's impact to below SMAQMD threshold of significance.

Significance After Mitigation: **This impact is less than significant after mitigation. (DEIR, p. 5.1-14)**

B. BIOLOGICAL RESOURCES

Impact 5.2-2: Development of the proposed project could result in the loss of one active burrowing owl nest burrow. This is a *significant* impact. (Less than Significant After Mitigation). (DEIR, p. 5.2-13.)

Finding: This impact can be reduced to less-than-significant levels through implementation of Mitigation Measure 5.2-2. Changes or alterations have therefore been required in, or incorporated into, the project which mitigate or avoid the short-term significant environmental effect as identified in the DEIR.

Explanation: A pair of burrowing owls was observed during the May and June 2004 surveys, occupying a single nest burrow that would be removed by the extension of Fong Ranch Road across the B-drain into the project site. As burrowing owls and their nests are a State and federal species of concern and, therefore, protected under Section 3503 of the CDFG Code and the Migratory Bird Treaty Act, the loss of one active burrowing owl nest or its occupants would be considered a significant impact.

Mitigation Measures: Once implemented, Mitigation Measure 5.2-2 would reduce the impacts to burrowing owls and their nests to a less-than-significant level through the avoidance of any active burrowing owl nests and the safe exclusion of burrowing owls from any burrows to be destroyed prior to construction of the proposed project.

Significance After Mitigation: **This impact is less than significant after mitigation. (DEIR, p. 5.2-13)**

Impact 5.2-3: Development of the proposed project could result in the loss of individual giant garter snakes and their upland habitat. This is a *significant impact*. (Less Than Significant After Mitigation). (DEIR p. 5.2-13.)

Finding: This impact can be reduced to less-than-significant levels through implementation of Mitigation Measure 5.2-3. Changes or alterations have therefore been required in, or incorporated into, the project which mitigate or avoid the significant environmental effect as identified in the DEIR.

Explanation: No aquatic habitat for the giant garter snake occurs within the project boundaries. However, the B-drain, which lies just outside the project boundaries, represents marginal aquatic habitat for this species. The USFWS considers any upland habitat within 200 feet of suitable aquatic habitat to be potential giant garter snake habitat. Construction of the proposed project would therefore result in the loss of approximately 13 acres of potential upland habitat for giant garter snake. The giant garter snake is listed as threatened under the federal Endangered Species Act, and the loss of individuals or their habitat is prohibited.

As a condition of project approval, the project applicant would be required to comply with the provisions of the Natomas Basin HCP. Compliance would be accomplished through: payment of the required mitigation fee, which has been deemed by the Natomas Basin Conservancy to be sufficient to cover the costs of restoring and managing one-half acre of habitat for every acre of land developed; and acquisition and dedication (by the project applicant) of mitigation land by the project applicant to the Natomas Basin Conservancy at a rate of one-half acre of habitat for every acre of land developed.

Mitigation fees shall be paid to the Natomas Basin Conservancy and replacement habitat acquired prior to project development. These mitigation fees cover impacts to all species covered under the HCP, such that mitigation fees described under Impact 5.2-1 cover Swainson's hawk, burrowing owl and giant garter snake (i.e., mitigation fees are paid only once, not for each species). Mitigation fees cover the loss of giant garter snake habitat, but not the loss of individual giant garter snakes that could be lost during project construction. Therefore, the loss of individual giant garter snakes would be considered a significant impact.

Mitigation Measures: Mitigation Measure 5.2-3 would reduce project related impacts on giant garter snake to a less-than-significant level through protection of individual giant garter snakes, and the preservation and management in perpetuity of suitable giant garter snake upland habitat, contiguous with other areas of suitable habitat for giant garter snake.

Significance After Mitigation: **This impact is less than significant after mitigation. (DEIR, p. 5.2-14)**

C. NOISE

Impact 5.4-2: The proposed project would expose new sensitive receptors to freeway noise levels. This is a *significant* impact. (Less Than Significant After Mitigation). (DEIR, p. 5.4-13.)

Finding: This impact can be reduced to less-than-significant levels through implementation of Mitigation Measure 5.4-2. Changes or alterations have therefore been required in, or incorporated into, the project which mitigate or avoid the significant environmental effect as identified in the DEIR.

Explanation: The major source of noise that new residences built as part of the proposed project would be exposed to is the traffic on I-80. Lots closest to I-80 are approximately 100 feet from the edge of the freeway. Noise from I-80 was monitored at two locations in the northern portion of the project site, one measurement at 25 feet from the edge of the freeway, and one approximately 150 feet from the edge of the freeway. The results of this monitoring are shown in Table 5.4-2 (DEIR, p. 5.4-5). As shown in the table, noise levels from I-80 could reach 72 L_{eq} at the lot line of the residences closest to I-80. This would be in excess of the 60 dB exterior standard for residential uses found in the City of Sacramento General Plan. Moreover, freeway noise from I-80 would not necessarily be less during nighttime hours or weekends. While traffic volumes may be less during these times, this would also result in less congested conditions where traffic would move at greater speeds. As vehicle speeds increase, vehicle roadway noise likewise increases. Consequently, noise from the freeway could potentially reach maximum levels during times when residents would be more likely to be home.

As shown in Table 5.4-2, freeway noise could reach 72 L_{eq} at 25 feet from the edge of the freeway. While freeway noise would fluctuate based on traffic flow conditions, this monitored 72 dBA L_{eq} is a good representation of average freeway noise levels from I-80 throughout the day. Consequently, it can be assumed that 24-hour L_{dn} values would be in the 70 - 73 dBA L_{dn} range at 25 feet as well. Because freeway noise decreases at a rate of about 3 dBA per doubling of distance, freeway noise levels at the nearest proposed residences, approximately 80 feet from the freeway edge, would be in the 65-68 dBA range. This would be above the City of Sacramento noise standard levels for residential development.

A solid wall can attenuate noise up to 40 dBA. Assuming, as a worst-case scenario that the sound wall would only reduce noise from I-80 by 5 dB, the resulting traffic noise levels at the property line of the residences nearest the freeway would be 60 – 63 dBA L_{dn} . This would still be in excess of the City's exterior standards for residential uses. To effectively attenuate freeway noise and ensure that noise levels would not be above the 60 dBA exterior standard at the residences, a sound wall would need to achieve a reduction in sound levels of approximately 10 dBA. Caltrans recommends that a barrier achieve a noise transmission loss of 10 dBA greater than the desired noise reduction. Caltrans also recommends that the barrier be tall enough to remove the "line of sight" between the noise source and the receptor.

Besides sound walls, the only other feasible mitigation measure available to reduce noise would be providing more distance between the noise source and the most affected receptors. Transportation noise attenuates at approximately 3 dBA per doubling of distance. The noise monitoring performed for this project, however, show that noise from I-80 is close to 60 dBA at approximately 150 feet from the freeway. Consequently, in order for freeway noise to be within acceptable standards, the nearest housing would need to be placed about 150-200 feet away from the edge of the freeway. This would substantially reduce the development potential of the site and would not be necessary if an effective sound wall were constructed. However, because the proposed sound wall may not attenuate freeway noise with enough effectiveness to ensure compliance with the General Plan noise standards for residential uses, this would be a significant impact.

Mitigation Measures: As discussed above, noise can be effectively attenuated by building a sound wall between the freeway and the nearest residences that would achieve approximately a 10 dBA reduction in noise. Caltrans recommends that a sound barrier achieve a transmission loss 10 dBA greater than the desired noise reduction. Consequently, a sound wall that would reduce noise by 20 dBA would satisfy Caltrans requirements and lower freeway noise to less than significant levels. Typical concrete sound walls four inches thick or more can produce transmission loss of over 30 dBA. Mitigation Measure 5.4-2 would ensure that the 60 dBA L_{dn} exterior standard for residential uses is not exceeded and would reduce the impact to a less-than-significant level.

Significance After Mitigation: **This impact is less than significant after mitigation.** (DEIR, p. 5.4-14)

D. SOLID WASTE

Impact 5.5-1: The proposed project could require or result in the construction of new landfills or the expansion of existing facilities or generate more than 500 tons of solid waste per year. This is considered a *significant* impact. (Significant and Unavoidable)

Finding: While project alternatives could avoid or reduce the impact, these would not achieve the project objectives, and there are specific economic, legal, social, technological or other considerations that make infeasible the mitigation measures or project alternatives as identified in the EIR. The effects therefore remain significant and unavoidable.

Explanation: The proposed project includes the development of residential and open space uses on a site that is currently undeveloped. Construction of the proposed project would generate solid waste and increase demand on disposal facilities.

Construction activities can, for a short period of time, generate significant amounts of waste. The CIWMB does not have a specific generation rate for construction waste. The construction waste could be disposed of at a variety of landfills including Lockwood Landfill or Kiefer Landfill. As discussed in the Environmental Setting (DEIR, p. 5.5-1), these landfills have adequate capacity and accept construction waste. In addition, the proposed project would be required to submit verification of construction recycling in the form of information about the hauler and facility, diversion percentage, and weigh tickets. Construction materials targeted for diversion include wood waste, scrap metal, cardboard, and sheetrock.

The proposed project would result in a 0.6 percent increase in contributions from Sacramento to Lockwood Landfill (from 800 tons/day). The landfill has 32.5 million tons of capacity remaining, is currently working on expansion plans, and has no estimated closure date.

In accordance with Sacramento City Code 17.72, the proposed project would be required to participate in the City's residential curbside recycling program, which would reduce the amount of solid waste generated. Recycling programs can reduce the amount of solid waste by 50 to 80 percent, depending on the aggressiveness of the program.

Assuming no recycling plan is in place, the proposed project would generate approximately 1,752 tons of solid waste per year. This would increase Sacramento's total solid waste disposal by approximately 0.35 percent (from 500,291 total tons). With participation in the required recycling programs, the proposed project's solid waste stream would be further reduced (the amount of reduction would depend on the type and effectiveness of the recycling program).

Because the proposed project's waste stream would represent a small portion of the City's overall waste stream, and the City of Sacramento's waste is distributed among a variety of landfills that have substantial capacity remaining, the proposed project would not require the expansion or construction of landfills. However, the proposed project

would generate more than 500 tons of solid waste per year. Therefore, this would be a significant impact.

Mitigation Measures: Implementation of a recycling program would not guarantee a reduction below 500 tons per year. Because there is no mitigation available to reduce project solid waste generation to below 500 tons per year, this impact would be significant and unavoidable.

Significance After Mitigation: **This impact is significant and unavoidable after mitigation. (DEIR, p. 5.5-5)**

E. TRANSPORTATION AND CIRCULATION

Impact 5.6-2: The proposed project would generate trips that would exacerbate already existing unacceptable operations at I-80 westbound and eastbound mainline segments between Norwood Avenue and Northgate Boulevard. This is considered a *significant* impact. (Significant and Unavoidable)

Finding: While project alternatives could avoid or reduce the impact, these would not achieve the project objectives, and there are specific economic, legal, social, technological or other considerations that make infeasible the mitigation measures or project alternatives as identified in the EIR. The effects therefore remain significant and unavoidable.

Explanation: As described in the DEIR, because the State facilities in the area are already operating at an unacceptable Level of Service (LOS), the DEIR determined that the contribution of project-generated traffic would be significant. While the addition of High-Occupancy Vehicle (HOV) lanes would improve the traffic operations to a certain extent, it will not improve the traffic operations for the facilities identified as having significant unavoidable impacts to a less-than-significant level and would not fully mitigate the cumulative traffic impacts in the subject section of the I-80 mainline. However, to improve the traffic operations in the area, the applicant has expressed a willingness to contribute towards the HOV lanes project on the subject segment of I-80 mainline, provided that such contribution is reasonable.

Impact 5.6-6(b): The proposed project would generate trips that would contribute to unacceptable operations at the intersection of Truxel Road and San Juan Road during the AM peak hour under the Cumulative Plus Project condition. This is considered a significant impact. (Significant and Unavoidable)

Finding: While project alternatives could avoid or reduce the impact, these would not achieve the project objectives, and there are specific economic, legal, social, technological or other considerations that make infeasible the mitigation measures or

project alternatives as identified in the EIR. The effects therefore remain significant and unavoidable.

Explanation: The addition of a second right-turn lane to the westbound San Juan Road approach to Truxel Road would reduce the impact to a less-than-significant level, but right-of-way constraints render this mitigation measure infeasible.

Impact 5.6-7: The proposed project would generate trips that would contribute to unacceptable operations on the I-80 westbound and eastbound mainline between Norwood Avenue and Northgate Boulevard during both AM and PM peak hours; I-80 eastbound mainline between I-5 and Truxel Road during the PM peak hour; and I-80 westbound mainline between Northgate Boulevard and Truxel Road during the PM peak hour under the Cumulative Plus Project condition. This is considered a significant impact. (Significant and Unavoidable)

Finding: While project alternatives could avoid or reduce the impact, these would not achieve the project objectives, and there are specific economic, legal, social, technological or other considerations that make infeasible the mitigation measures or project alternatives as identified in the EIR. The effects therefore remain significant and unavoidable.

Explanation: As described in the DEIR, because the State facilities in the area are already operating at an unacceptable Level of Service (LOS), the DEIR determined that the contribution of project-generated traffic would be significant. While the addition of HOV lanes would improve the traffic operations to a certain extent, it will not improve the traffic operations for the facilities identified as having significant unavoidable impacts to a less-than-significant level and would not fully mitigate the cumulative traffic impacts in the subject section of the I-80 mainline. However, to improve the traffic operations in the area, the applicant has expressed a willingness to contribute towards the HOV lanes project on the subject segment of I-80 mainline, provided that such contribution is reasonable.

Impact 5.6-8: The proposed project would generate trips that would contribute to unacceptable operations at the I-80 westbound off ramp to Truxel Road, which operates at LOS F during the PM peak hour, and the upstream freeway mainline between Northgate Boulevard and Truxel Road, which operates at LOS E during the PM peak hour under the Cumulative Plus Project condition. This is considered a significant impact. (Significant and Unavoidable)

Finding: While project alternatives could avoid or reduce the impact, these would not achieve the project objectives, and there are specific economic, legal, social, technological or other considerations that make infeasible the mitigation measures or project alternatives as identified in the EIR. The effects therefore remain significant and unavoidable.

Explanation: As described in the DEIR, because the State facilities in the area are already operating at an unacceptable Level of Service (LOS), the DEIR determined that the contribution of project-generated traffic would be significant. While the addition of HOV lanes would improve the traffic operations to a certain extent, it will not improve the traffic operations for the facilities identified as having significant unavoidable impacts to a less-than-significant level and would not fully mitigate the cumulative traffic impacts in the subject section of the I-80 mainline. However, to improve the traffic operations in the area, the applicant has expressed a willingness to contribute towards the HOV lanes project on the subject segment of I-80 mainline, provided that such contribution is reasonable.

VI. GROWTH INDUCEMENT

CEQA requires a discussion of the ways in which the Project could be growth inducing. CEQA also requires a discussion of ways in which a project may remove obstacles to growth, as well as ways in which a project may set a precedent for future growth. CEQA Guidelines Section 15126.2, subdivision (d), identifies a project as growth inducing if it fosters economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. New population from ParkeBridge Project represents a direct form of growth. A direct form of growth may have a secondary effect of expanding the size of local markets and inducing additional economic activity in the area. Examples of development that would indirectly facilitate growth include the installation of new roadways or the construction or expansion of water delivery/treatment facilities. The Project's growth-inducing impacts are discussed below.

Elimination of Obstacles to Growth

The elimination of physical obstacles to growth is considered a growth-inducing effect. The proposed project would occur in an urban area. The project site is surrounded by development and planned development. Infrastructure to serve the site must be extended from the existing developments around the site; however, the extension of this infrastructure would not permit development outside of the project site. Because the proposed project is infill development, no obstacles to growth would be eliminated.

Economic Effects

The proposed project, as a residential subdivision, would not include any long-term employment generating uses. Short-term, temporary employment would be created during the construction of the proposed project. However, in addition to the employment generated directly by the proposed project, additional local employment can be generated through what is commonly referred to as the "multiplier effect." The multiplier effect tends to be greater in regions with larger diverse economies due to a decrease in the requirement to import goods and services from outside the region.

Two different types of additional employment are tracked through the multiplier effect. *Indirect* employment includes those additional jobs that are generated through the expenditure patterns of residents and direct employment associated with the project. For example, residents and construction workers would spend money in the local economy, and the expenditure of that money would result in additional jobs. Indirect jobs tend to be in relatively close proximity to the places of employment and residence.

The multiplier effect also calculates *induced* employment. Induced employment follows the economic effect of employment beyond the expenditures of the employees within the proposed project area to include jobs created by the stream of goods and services necessary to support the proposed project. For example, when a manufacturer buys products or sells products, the employment associated with those inputs or outputs are considered *induced* employment.

Likewise, when a resident from the project goes out to lunch, the person who serves the project resident lunch holds a job that was *indirectly* caused by the proposed project. When the server then goes out and spends money in the economy, the jobs generated by this third-tier effect are considered *induced* employment.

The multiplier effect also considers the secondary effect of employee expenditures. Thus, it includes the economic effect of the dollars spent by those employees who support the employees of the project.

Increased future employment generated by resident and employee spending ultimately results in physical development of space to accommodate those employees. It is the characteristics of this physical space and its specific location that will determine the type and magnitude of environmental impacts of this additional economic activity. Although the economic effect can be generally predicted, the actual environmental implications of this type of economic growth are too speculative to predict or evaluate, since they can be spread throughout the Sacramento metropolitan region and beyond.

It should be noted that, while the proposed project would contribute to direct, indirect, and induced growth in the area, the project is located in a developed area with a variety of resident-serving uses. Residential and mixed use development of the South Natomas area is a goal of the City's General Plan and the South Natomas Community Plan.

Impacts of Induced Growth

While growth in the South Natomas area of the City is an intended consequence of the proposed project, growth induced directly and indirectly by the proposed project could also affect the greater Sacramento area. Potential impacts associated with induced growth in the area could include: traffic congestion; air quality deterioration; loss of agricultural land and open space; loss of habitat and wildlife; impacts on utilities and

services, such as fire and police protection, water, recycled water, wastewater, solid waste, energy, and natural gas; and increased demand for commercial and retail services. The construction of additional housing and indirect and induced employment would further contribute to the stated environmental effects. (DEIR, p. 7-4 and 7-5.)

VII. SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL EFFECTS

The State CEQA Guidelines mandate that an EIR address any significant irreversible environmental changes which would be involved if the proposed project is implemented. (CEQA Guidelines, § 15126.2, subd. (c).) An impact would fall into this category if:

- The project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of a project would generally commit future generations to similar uses (e.g. a highway provides access to a previously remote area);
- The project involves uses in which irreversible damage could result from any potential environmental accidents associated with the project; or
- The phasing of the proposed consumption of resources is not justified (e.g., the project involves a wasteful use of energy).

Development of the proposed project would result in the continued commitment of the project site to urban development, thereby precluding any other uses for the lifespan of the project. Restoration of the site to a less developed condition would not be feasible given the degree of disturbance, the urbanization of the area, and the level of capital investment.

CEQA Guidelines also require a discussion of the potential for irreversible environmental damage caused by an accident associated with the project. While the project would result in the use, transport, storage, and disposal of hazardous wastes, as described in the Initial Study (Hazards and Hazardous Materials), all activities would comply with applicable State and federal laws related to hazardous materials, which significantly reduces the likelihood and severity of accidents that could result in irreversible environmental damage.

Implementation of the proposed project would result in the long-term commitment of resources to urban development. The most notable significant irreversible impacts are increased generation of pollutants; and the short-term commitment of non-renewable and/or slowly renewable natural and energy resources, such as mineral resources and water resources during construction activities. Operations associated with future uses would also consume natural gas and electrical energy. These irreversible impacts, which are, as yet, unavoidable consequences of urban growth, are described in detail in the appropriate sections of the EIR.

Resources that would be permanently and continually consumed by project implementation include water, electricity, natural gas, and fossil fuels; however, the amount and rate of consumption of these resources would not result in the unnecessary, inefficient, or wasteful use of resources. With respect to operational activities, compliance with all applicable building codes, as well as mitigation measures, planning policies, and standard conservation features, would ensure that all natural resources are conserved to the maximum extent possible. It is also possible that new technologies or systems will emerge, or will become more cost-effective or user-friendly, to further reduce the reliance upon nonrenewable natural resources. Nonetheless, construction activities related to the proposed project would result in the irretrievable commitment of nonrenewable energy resources, primarily in the form of fossil fuels (including fuel oil), natural gas, and gasoline for automobiles and construction equipment.

Specific details regarding the type of appliances to be included in the residential units are not available at this time. Because the project is infill development, however, it would not require the loss of additional natural resources associated with the extension of infrastructure (such as roads, pipelines, etc.) through undeveloped areas. (DEIR pp. 7-2 and 7-3)

VIII. CONSISTENCY WITH APPLICABLE PLANS

CEQA Guidelines Section 15125, subdivision (d), requires that any inconsistencies between a proposed project and applicable general plans and regional plans be discussed. The following discussion addresses consistency of the proposed project with the relevant City General Plan and South Natomas Community Plan (SNCP).

The project supports the General Plan goals and policies are designed to ensure quality, affordable residential development, and the provision of adequate park space. In addition, the project adheres to the residential requirements outlined in the SNCP. The project would be compatible with existing and planned land uses in an urban environment. However, the proposed project would require a General Plan amendment to modify the location of residential and park uses, and to replace the office uses with residential use. Because the General Plan is not intended to be a static document, this amendment, in and of itself, would not be considered an inconsistency. Therefore, the ParkeBridge residential subdivision project would be consistent with the City's General Plan Policies and the SNCP (DEIR, pp. 4-12 and 4-13). As such, the project is requesting a General Plan Amendment and a Community Plan Amendment to modify the location of residential and park uses, and to replace office uses with residential uses. A rezone from Office (OB-PUD) and Agriculture (A) to Residential (R-2A-PUD, RD-5) and Open Space (OS) is also needed.

The existing General Plan land use designation for the existing site is Low Density Residential, Regional Commercial and Offices, and Parks-Recreation-Open Space (DEIR, p. 2-1). As such, the proposed project's modification of the location of

residential and park uses, and to replace office uses with residential uses would be compatible with existing and planned land use designations (DEIR, p. 4-13.).

Further, because the project includes a tentative subdivision map for the development of 531 residential units and associated infrastructure in the South Natomas Community Plan area, the project is consistent with the goals and policies of the General Plan (Residential Land Use – Goal A, Policy 6; Goal B, Policy 3; Goal C, Policies 4 and 7; Goal D, Policy 2, Goal E, Policies 1 and 2; Conservation and Open Space – Goal A; Goal D, Policy 1; Managed Production of Resources – Goal A; Parks and Recreation Service – Goal A, Policies 3, 5, and 9)(DEIR, pp. 4-8 and 4-9).

The existing SNCP land use designation for the site is residential, office, and park/open spaces uses (DEIR, p. 4-10). The existing site is currently zoned OB-PUD and A (DEIR, pp. 4-13). Because the project would require an amendment to the SNCP and rezone to modify the location of residential use of the site, the project would not otherwise conflict with the SNCP or Zoning.

The project would also comply with the Natomas Basin Multi-species Habitat Conservation Plan. With implementation of the project, the project applicant will comply with mitigation prescribed in the plan through the acquisition and dedication of mitigation land to the Natomas Basin conservancy at a rate of one-half acre of habitat for every acre of land developed and payment of applicable mitigation fees to cover the costs of restoring and managing one-half acre of habitat for every acre of land developed. (DEIR, p. 2-3.)

The City hereby finds that the ParkeBridge Project is consistent with the General Plan and the SNCP for the reasons set forth in the EIR, in the staff reports, and in these findings. The City further finds that the Project is not inconsistent with any mandatory and fundamental General Plan or SNCP policies.

IX. PROJECT ALTERNATIVES

Where a lead agency has determined that, even after the adoption of all feasible mitigation measures, a project as proposed will still cause one or more significant adverse environmental effects that cannot be substantially lessened or avoided, the agency, prior to approving the project as mitigated, must first determine whether, with respect to such impacts, there remain any project alternatives that are both environmentally superior and feasible within the meaning of CEQA. As noted earlier in these Findings, an alternative may be "infeasible" if it fails to fully promote the lead agency's underlying goals and objectives with respect to the project. Thus, "feasibility" under CEQA encompasses "desirability" to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social and technological factors. (*City of Del Mar, supra*, 133 Cal.App.3d at p. 417; see also *Sequoyah Hills, supra*, 23 Cal.App.4th at p. 715.)

In short, CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modifications or alternatives are not required, however, where such changes are infeasible or where the responsibility of modifying the project lies with some other agency. (CEQA Guidelines, § 15091, subs. (a), (b).)

The detailed discussion in Section VIII demonstrates that nearly every significant effect identified in the EIR has been at least substantially lessened, if not fully avoided, by the adoption of feasible mitigation measures. The ParkeBridge Project would nevertheless result in significant and unavoidable direct and cumulative impacts. Specifically, the ParkeBridge Project would result in significant and unavoidable impacts on the following:

- 5.5-1 The proposed project would generate more than 500 tons per year of solid waste.
- 5.6-2 Freeway Mainline: the proposed project would contribute to unacceptable conditions on the I-80 mainline between Northgate and Norwood during the PM peak hour (EB) and AM peak hour (WB). (DEIR, p. 3-2)

Overall, the ParkeBridge Project would result in the following significant and unavoidable cumulative impacts:

Cumulative Scenario Without Fong Ranch Road Extension

- 5.6-6 Intersections: the proposed project would exacerbate unacceptable conditions at the Truxel/San Juan intersection (AM peak hour).
- 5.6-7 Freeway Mainline: the proposed project would contribute to unacceptable conditions on the I-80 mainline EB and WB between Norwood Avenue and Northgate Boulevard during both the AM and PM peak hours; EB between I-5 and Truxel Road during the PM peak hour; and WB between Northgate Boulevard and Truxel Road during the AM peak hour.
- 5.6-8 Freeway Ramps: the proposed project would contribute to unacceptable conditions on the WB I-80 off-ramp to Truxel Road. (DEIR, p. 3-2)

The City can fully satisfy its CEQA obligations by determining whether any alternatives identified in the EIR are both feasible and environmentally superior with respect to these impacts. If the City determines that no alternative is both feasible and environmentally superior with respect to the significant and unavoidable impacts identified in the EIR, the City may approve the ParkeBridge Project as mitigated, after adopting a statement of overriding considerations. As illustrated below, no identified alternative qualifies as both feasible and environmentally superior with respect to these unmitigable impacts.

A. *Alternatives Considered and Dismissed from Further Consideration as Infeasible.*

Consistent with CEQA, primary consideration was given to alternatives that would reduce significant impacts while still meeting most of the project objectives. Those alternatives that would have impacts identical to or more severe than the proposed project, or that would not meet most of the project objectives, were rejected from further consideration. The alternatives included in the DEIR were derived after the establishment of significance thresholds for those issue areas with significant and unavoidable post-construction impacts: operational air emissions, solid waste generation, and traffic. Alternatives exceeding the significance thresholds for the aforementioned issue areas would not substantially lessen any significant environmental impacts identified in Chapter 5 of the EIR and were rejected from further analysis. Although any number of alternatives could be designed that could result in the reduction or elimination of project impacts, a total of four representative alternatives was evaluated in the Draft EIR.

B. *Summary of Alternatives Considered*

- The **No Project/No Development Alternative** assumes the proposed project will not be developed. The project site would remain agricultural land and would not be developed in the future.
- The **No Project/Existing Land Use Designation Alternative** assumes development of the project site based on the current zoning designations, there would be a total of 296 residential units, 33.4 acres of park/open space, and approximately 331,000 square feet of office use on 30.1 acres.
- The **Reduced Density Alternative** assumes the land swap between the City and Griffin Industries does not occur. Under this alternative, the western corner of the project site would be developed with residential units; the northern strip bordering I-80 would remain in the City's possession for potential development as a park. A total of 366 residential units would be constructed.
- The **Off-Site Alternative** assumes the development of 531 residential units at an alternate location in the South Natomas area.

(DEIR, p. 6-3)

Each of the alternatives is described in more detail, below, followed by an assessment of the alternative's impacts relative to the proposed project. The focus of this analysis is the difference between the alternative and the proposed project, with an emphasis on addressing the significant impacts identified under the proposed project. For each issue area, the analysis indicates which mitigation measures would be required of the alternative and which significant and unavoidable impacts would be avoided. In some cases, the analysis indicates what additional mitigation measures, if any, would be required for the alternative being discussed, and what significant and unavoidable impacts would be more (or less) severe. Unless otherwise indicated, the level of

significance and required mitigation would be the same for the alternative as for the proposed project and no further statement of the level of significance is made. (DEIR, p. 6-4.)

Alternative 1 – No Project/No Development Alternative

CEQA requires the evaluation of the comparative impacts of the "No Project" alternative (CEQA Guidelines Section 15126.6(e)(1)). The No Project/No Development Alternative describes an alternative in which no development would occur on the project site and the uses on the site would remain the same as under existing conditions. Under Alternative 1, the site would remain in its current condition as agricultural land. The site-specific impacts of the No Project/No Development alternative are best described by the existing conditions presented in the environmental setting sections of Chapter 5 of this Draft EIR.

The No Project/No Development Alternative would produce no changes on the project site, which would effectively eliminate all project impacts identified in the DEIR. Because the site would remain in its current condition, there would be no impacts associated with introducing buildings and people into an area that is currently undeveloped. The drainage of the site would remain unchanged, as would the biological resources on site. Residents would not be introduced to the site, so there would be no demand for services or utilities and no traffic would be generated under this alternative.

Mitigation That Would No Longer Be Required

None of the mitigation measures identified in this EIR would be required under the No Project/No Development Alternative.

Significant and Unavoidable Impacts That Would No Longer Occur

None of the significant and unavoidable impacts identified in this EIR would occur under the No Project/No Development Alternative.

Relationship of the No Project/No Development Alternative to the Project Objectives

The No Project Alternative would be environmentally superior to the proposed project, because none of the environmental impacts identified in Chapter 5 would occur. However, the No Project/No Development Alternative would not achieve any of the project objectives; in particular, the alternative would fail to develop a residential community.

Alternative 2 – No Project/Existing Land Use Designation Alternative

A “no action” alternative assumes that future conditions on the site would be that which is reasonably expected to occur under the City’s General Plan, South Natomas Community Plan, and zoning ordinance, consistent with available infrastructure and community services. For this discussion, development under existing land use designations would serve as the basis for the No Project/Current Land Use Designation Alternative. As discussed in Chapter 4, Land Use, current zoning districts for the site include low-density residential (R-1A-PUD), office (OB-PUD), and agriculture (A). The No Project/Current Land Use Designation Alternative could accommodate 296 residential units, 33.4 acres of park/open space, and 331,000 square feet of office use (assuming approximately 11,000 square feet per acre).

Development consistent with the current designations would result in many similar impacts as the proposed project. The entire site would be graded and developed, which would result in similar impacts on biological resources and drainage. Construction related impacts associated with noise and air quality would also be similar, and mitigation would be necessary to address short-term impacts. The illustrative site plan shown in Figure 6-1 includes development of the wetland portion of the project site. A plan could be designed to avoid the wetland feature. If the wetland feature were developed under this alternative, it would result in additional impacts on biological resources and would require mitigation beyond that identified for the proposed project or a reduction in the number of units (eliminating development of the wetland area). The wetland area could be developed, but would require permitting from the U.S. Army Corps of Engineers (Section 404 permit). Assuming 296 units and 331,000 square feet of office use, the Current Land Use Designation Alternative would generate approximately 4.3 tons of solid waste per day (assuming 1 pound per 100 square feet per day for office solid waste generation), less solid waste than the proposed project, but it would still exceed the 500 tons/year threshold, resulting in a significant and unavoidable impact.

The proposed project would contribute to unacceptable conditions at the intersection of Truxel and San Juan Roads and off-ramps and sections of I-80 in the project vicinity. As shown in Table 6-3, Alternative 2 would result in approximately 50 percent more total daily trips than the proposed project. Consequently, this alternative would likely result in substantially more severe impacts than the proposed project. While office uses generate traffic that is generally in the reverse direction as the residential uses on the site (office traffic would generally be entering the site in the am peak hour and leaving the site in the pm hour), because the roadways impacted by the proposed project are already operating at an unacceptable level, these would likely also be impacted by this alternative. Therefore, because this alternative would result in greater trip generation than the proposed project, this impact would be more severe than the proposed project.

Mitigation That Would No Longer Be Required

All of the mitigation measures identified in this EIR would be required under the Existing Land Use Development Alternative. Additional mitigation could be required if the office-generated traffic results in impacts that would not occur under the proposed project.

Significant and Unavoidable Impacts That Would No Longer Occur

Because the Existing Land Use Development Alternative would result in a generally more intense use of the site than the proposed project, it is likely that all of the significant and unavoidable impacts identified for the proposed project would occur under this alternative. Solid waste generation would be reduced under this alternative, but it would remain a significant and unavoidable impact. Traffic generation would be greater under this alternative, which could result in additional localized traffic impacts and would also contribute to air emissions, though likely not to a significant level.

Relationship of the No Project/Existing Land Use Designation Alternative to the Project Objectives

The No Project/Current Land Use Designation Alternative would achieve the project objectives related to creating a residential community with adequate services and facilities. As shown, the Current Land Use Designation Alternative would result in the construction of residential use on the existing wetland. If the wetland were developed, it would result in a larger impact on biological resources than under the proposed project, although impacts on biological resources would likely be reduced to a less-than-significant level with compliance with requirements of the Section 404 permit. Avoiding development in the wetland area in this alternative could be achieved by reducing the number of units for the alternative or increasing the density. In the eastern portion of the site, 33 acres would remain available for development as a park; however, because the plan depicted is intended to maximize the number of residential units, the Current Land Use Designation Alternative would not provide any pocket parks or open space within the residential neighborhoods, conflicting with the stated goal to provide access to these amenities. The number of units would be required to be reduced or the density increased in order to accommodate additional park areas. However, payment of park in-lieu fees and/or dedication of land would satisfy the requirement for parks, and would result in a less-than-significant impact.

The types of housing provided under this alternative would be limited to lower density because the office component would generate more traffic than a comparable amount of residential, thereby increasing the traffic impact compared to the proposed project. Because the housing would generally be limited to low-density, this alternative would not be consistent with the project goal to provide low- and medium-density housing. Providing an equivalent amount of medium-density housing would not be consistent with the adjacent low-density residential development. Further, the project goal is to develop a residential project, so the office component would be inconsistent with that goal.

Alternative 3 - Reduced Density Alternative

This alternative assumes that there would be no land exchange between the applicant and the City. Under this scenario, the northern portion of the site along I-80 would not be owned by the project applicant, leaving the remainder of the site for development by the project applicant. This alternative includes residential uses in the western corner and southern half of the project site, with 366 dwelling units on approximately 84 acres. An illustrative plan showing how this alternative could be achieved is shown in Figure 6-2. This alternative would be a reduction from the 531 units included in the proposed project. The northern parcel, bordering I-80, would remain in the City's control, and it is assumed that at least some portion of that parcel would be developed with a park; however, it could be developed - as it is designated - with office uses, with park uses, or a combination of the two.

The portion of the project site that would be developed with residential uses under the Reduced Density Alternative would be the same as the proposed project, so impacts associated with grading (air quality, noise) would be the same. Construction-related impacts would be the same as the proposed project, requiring mitigation for temporary noise and air quality impacts. The Reduced Density Alternative would result in fewer residents in the project site. This alternative would produce less solid waste (3.29 tons per day) and generate less traffic than the proposed project; however, this alternative would still result in a significant and unavoidable impact related to solid waste, as it would exceed the 500 tons per year standard. As shown in Table 6-4, Alternative 3 would generate approximately 25 percent fewer trips than the proposed project. However, because the significant traffic impacts identified for the proposed project occur at intersections and road segments that operate at unacceptable levels without the project, this alternative would also contribute to and exacerbate those conditions. Under this alternative, the northern portion of the project site adjacent to I-80 would be under control of the City. Although Figure 6-2 shows that area developed as a park, because that area is designated for office use, it could be developed with office uses. If that area were to be developed as a park, the overall impacts generated from this site would be less intense than the proposed project. However, if a portion of that area were to be developed as office use, the impact associated with development of the site under this alternative could be equal to or more severe than the proposed project, depending on the amount of office use developed.

Mitigation That Would No Longer Be Required

All of the mitigation measures identified in this EIR would be required under the Reduced Density Alternative.

Significant and Unavoidable Impacts That Would No Longer Occur

Although the Reduced Density Alternative would result in a less intense use of the site than the proposed project, it is likely that all of the significant and unavoidable impacts

identified for the proposed project would occur under this alternative. Solid waste generation would be reduced under this alternative, but it would remain a significant and unavoidable impact. Traffic generation would also be reduced under this alternative, which would result in a reduced effect on local traffic conditions than the proposed project. However, this alternative would contribute traffic to roadways, intersections, and freeway facilities that operate at unacceptable levels under baseline conditions and would thus increase delays and/or exacerbate the unacceptable baseline conditions, although at a lesser level than the proposed project.

Relationship of the Reduced Density Alternative to the Project Objectives

The residential uses included in the Reduced Density Alternative would achieve the project objectives of providing a community with low and medium density residential units with pedestrian and bicycle connections to the adjacent community. Depending on design, this alternative may not include pocket parks within the neighborhood, thus conflicting with the project objective regarding provision of parks. This objective could be achieved by further reducing the number of units or increasing density to allow for the provision of parks.

Alternative 4 – Off-Site Alternative

The off-site alternative assumes development of 531 residential units on another site within the South Natomas area. It is assumed that this alternative would be developed with a similar density as the proposed project. Although a specific site has not been selected for this alternative, there are other locations within the South Natomas area that are designated for residential use, including the area west of Truxel Road at I-80 and the area north of West El Camino Avenue at I-80. However, because this alternative would include the same number of units as the proposed project, impacts related to population would be the same as those of the proposed project, such as solid waste generation and water demand. Similarly, because the number of units would be the same, this alternative would generate the same volume of traffic as the proposed project. Depending on the location of the alternative, there could be negative effects on local streets due to traffic generated by this alternative. It is also likely that this alternative would have a similar effect on existing unacceptable levels of service on portions of I-80, similar to the proposed project. Specific impacts on biological resources that would occur as a result of an off-site alternative are not known, but the potential for special-species habitat or wetlands in the South Natomas area, and therefore the potential for impacts, exists. However, any development in South Natomas would be required to comply with the Natomas Basin Habitat Conservation Plan, which would reduce biological resource impacts to a less-than-significant level.

For the purposes of this analysis, it is assumed that a drainage plan would be prepared for any alternative location and the plan would be reviewed and approved by the City, which would ensure a less-than-significant impact related to drainage.

Mitigation That Would No Longer Be Required

Because the area and intensity of construction under this alternative would be the same as the proposed project, all construction-related mitigation would still be required. In addition, it is likely that the biological mitigation measures would be required, at a minimum, on any alternate site. For an off-site location not adjacent to the freeway, noise mitigation identified for the proposed project could be avoided. Mitigation measures for traffic would be site-specific, so they would vary from the proposed project. Traffic mitigation would apply to specific roads and intersections surrounding the off-site location and because traffic would be added in South Natomas, which is already largely developed, the intensity of mitigation would likely be similar to the proposed project.

Significant and Unavoidable Impacts That Would No Longer Occur

As stated above, because the level of development for this alternative would be the same as the proposed project, the same impacts would likely occur. Traffic impacts, however, would be specific to the location and would therefore, differ from the proposed project. The intersection of San Juan and Truxel Road may not be affected by an off-site alternative. Nonetheless, because the project would include the same number of units, the traffic generation would be the same and similar impacts would likely occur at any alternative location in a developed area. For instance, it is likely that an off-site alternative would add traffic to the local freeways that are already impacted. In addition, because the South Natomas area is largely developed, it is possible that traffic added to local streets at another location could result in new impacts on local streets adjacent to the site.

Relationship of the Off-Site Alternative to the Project Objectives

The off-site alternative could achieve the objectives of the proposed project. However, potential conflicts could exist at the alternate location that is not present at the proposed project site; for example, adequate infrastructure to provide services and utilities may not be in place.

Environmentally Superior Alternative

An EIR is required to identify the environmentally superior alternative from among the range of reasonable alternatives that are evaluated. Section 15126.6 (e) of the CEQA Guidelines requires that an environmentally superior alternative be designated and states that "if the environmentally superior alternative is the "no project" alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives."

From the alternatives evaluated for the ParkeBridge project, the environmentally superior alternative would be Alternative 1 – the No Project/No Development

Alternative. This alternative would avoid all significant impacts associated with the proposed project. However, in accordance with the CEQA Guidelines, an environmentally superior alternative must also be selected from the remaining alternatives. Development of the site according to the existing designations, as shown in Alternative 2, would result in a more intense development of the site due to traffic generated by office uses. An off-site alternative (Alternative 4) would result in similar impacts, only at a different location. Therefore, the environmentally superior alternative would be the reduced-density alternative (Alternative 3), assuming that the City would develop park uses on the northern portion of the site, with no office uses.

X. STATEMENT OF OVERRIDING CONSIDERATIONS

As set forth in the preceding sections, the City's approval of the ParkeBridge residential subdivision project, will result in significant adverse environmental impacts that cannot be avoided even with the adoption of all feasible mitigation measures. Despite the occurrence of these effects, however, the City chooses to approve the ParkeBridge project because, in its view, the economic, social, and other benefits that the ParkeBridge project will generate will render the significant effects acceptable.

The following statement identifies why, in the City's judgment, the benefits of the ParkeBridge project as approved outweigh their unavoidable significant effects. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City would stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this section, and into the documents found in the Record of Proceedings, as defined above.

The City finds that each impact previously identified and briefly explained above is acceptable because mitigation measures have been required to reduce these impacts to the extent feasible, and on balancing the benefits to be realized by approval of the ParkeBridge project against the remaining environmental risks, the following economic, social, and other considerations outweigh the impacts and support approval of the ParkeBridge project:

The ParkeBridge residential subdivision project would provide housing and limit sprawl.

The adoption and implementation of the ParkeBridge project will provide for the development of up to 531 new residential units. (DEIR, p. 2-3.) The proposed residential units are divided into four residential villages, as follows: 142 townhome cluster lots, 135 single family units (34 foot by 73 foot lots), 154 single-family units (45 foot by 80 foot lots), and 100 single family units (50 foot by 100 foot lots). By providing housing in an infill site in close proximity to the City's core, the Project helps limit sprawl.

The ParkeBridge residential subdivision would provide open space, new recreational facilities, and accommodate land to be developed as a community park for future and existing residents.

The project will provide four parks totaling approximately 0.9 acres along Fong Ranch Road that would serve as a focal element and gathering place, with recreational opportunities. The project would also dedicate 4 acres of the site to be developed by the City, in combination with other adjacent land, to create a 28.1 acre community park on the parcel west of the project site. Also, approximately 2.41 acres along the drainage canal would be dedicated open space. These new facilities will provide recreational opportunities for future residents and the nearby surrounding residential community.

The ParkeBridge residential subdivision project would provide bicycle facilities on site as identified in the 2010 City/County Bikeway Master Plan, which would promote connectivity with adjacent development.

Development of the ParkeBridge residential subdivision includes a bikeway and parkway trail that would be constructed as part of the project along the southern border of the project site. An additional bike trail/landscaped parkway would be within the project site. The trail would travel through the recreation and open space area and provide a link to the detention basin along the eastern border of the project site. These bikeways would be 10 feet in width. Two bicycle/pedestrian bridges with access from the bike path would connect the proposed project with the existing residential development to the south. Off-street bicycle and pedestrian pathways would also be adjacent to internal residential streets.

The ParkeBridge residential subdivision project would be consistent with the City's General Plan Policies, the South Natomas Community Plan ("SNCP"), and the Natomas Basin Multi-species Habitat Conservation Plan.

With implementation of the proposed project, residential development would be compatible with existing and planned land uses in an urban environment. (DEIR, p. 4-12.) The proposed project would require a General Plan amendment to modify the location of residential and park uses, and to replace the office uses with residential use. Because the General Plan is not intended to be a static document, this amendment, in and of itself, would not be considered an inconsistency. Therefore, the project would be consistent with the City's General Plan Policies and the SNCP (DEIR, pp. 4-12 and 4-13). As such, the project is requesting a General Plan Amendment and a Community Plan Amendment to modify the location of residential and park uses, and to replace office uses with residential uses. A rezone from Office (OB-PUD) and Agriculture (A) to Residential (R-2A-PUD, RD-5) and Open Space (OS) is also needed. The existing General Plan land use designation for the existing site is Low Density Residential, Regional Commercial and Offices, and Parks-Recreation-Open Space (DEIR, p. 2-1). As such, the proposed project's modification of the location of residential and park uses

and replacement of office uses with residential uses would be compatible with existing and planned land use designations (DEIR, p. 4-13.).

Further, because the project includes a tentative subdivision map for the development of 531 residential units and associated infrastructure in the South Natomas Community Plan area, the project is consistent with the goals and policies of the General Plan (Residential Land Use – Goal A, Policy 6; Goal B, Policy 3; Goal C, Policies 4 and 7; Goal D, Policy 2, Goal E, Policies 1 and 2; Conservation and Open Space – Goal A; Goal D, Policy 1; Managed Production of Resources – Goal A; Parks and Recreation Service – Goal A, Policies 3, 5, and 9)(DEIR, pp. 4-8 and 4-9).

The existing SNCP land use designation for the site is residential, office, and park/open spaces uses (DEIR, p. 4-10). The existing site is currently zoned OB-PUD and A (DEIR, pp. 4-13). Because the project would require an amendment to the SNCP and rezone to modify the location of residential use of the site, the project would not otherwise conflict with the SNCP or Zoning.

The project would also comply with the Natomas Basin Habitat Conservation Plan. With implementation of the project, the project applicant will comply with mitigation prescribed in the Plan through the acquisition and dedication of mitigation land to the Natomas Basin Conservancy at a rate of one-half acre of habitat for every acre of land developed and payment of applicable mitigation fees to cover the costs of restoring and managing one-half acre of habitat for every acre of land developed. (DEIR, p. 2-3.)

XI. MITIGATION AND MONITORING PLAN

A Mitigation and Monitoring Plan ("MMP") was prepared for the project and approved by the City by the same resolution that has adopted these findings. (See Pub. Resources Code, § 21081.6, subd. (a)(1); CEQA Guidelines, § 15097.) The City will use the MMP to track compliance with project mitigation measures. The MMP is included in the EIR and will remain available for public review during the compliance period.

5.0 MITIGATION MONITORING PLAN

INTRODUCTION

The California Environmental Quality Act (CEQA) requires review of any project that could have significant adverse effects on the environment. In 1988, CEQA was amended to require reporting on and monitoring of mitigation measures adopted as part of the environmental review process. This Mitigation Monitoring Plan (MMP) is designed to aid the City of Sacramento in its implementation and monitoring of measures adopted from the ParkeBridge Residential Subdivision DEIR.

MITIGATION MEASURES

The mitigation measures are taken from the ParkeBridge Residential Subdivision DEIR, including the Initial Study included as Appendix A of the DEIR, and are assigned the same number they had in the DEIR. The MMP describes the actions that must take place to implement each mitigation measure, the timing of those actions, and the entities responsible for implementing and monitoring the actions.

MMP COMPONENTS

The components of each monitoring form are addressed briefly, below

Impact: This column summarizes the impact stated in the DEIR.

Mitigation Measure: All mitigation measures that were identified in the ParkeBridge Residential Subdivision DEIR are presented, and numbered accordingly. The mitigation measures from the Initial Study are identified by topic and number.

Action: For every mitigation measure, one or more actions are described. These are the center of the MMP, as they delineate the means by which EIR measures will be implemented, and, in some instances, the criteria for determining whether a measure has been successfully implemented. Where mitigation measures are particularly detailed, the action may refer back to the measure.

Implementing Party: This item identifies the entity that will undertake the required action.

Timing: Each action must take place prior to the time at which a threshold could be exceeded. Implementation of the action must occur prior to or during some part of approval, project design or construction or on an ongoing basis. The timing for each measure is identified.

Monitoring Party: The City of Sacramento is responsible for ensuring that most mitigation measures are successfully implemented. Within the City, a number of departments and divisions would have responsibility for monitoring some aspect of the overall project. Occasionally, monitoring parties outside the City are identified; these parties are referred to as "Responsible Agencies" by CEQA.

5.0 MITIGATION MONITORING PLAN

PARKEBRIDGE RESIDENTIAL SUBDIVISION MITIGATION MONITORING PLAN AS CORRECTED 2/9/06				
Impact	Mitigation Measure	Action	Implementing Party	Monitoring Party
1(c) Project could create new sources of light or glare.	AE-1 All light standards shall be shielded and directed such that adjacent properties are not illuminated.	Initial Study -- 1. Aesthetics, Light, and Glare Design lighting system to avoid lighting of adjacent properties.	Project developer	City of Sacramento Building Division
4(a) -- (e). Project construction could uncover paleontological artifacts or unique geologic resources, or disturb human remains.	CR-1 (a) In the event that any prehistoric or historic subsurface archeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortar are discovered during construction-related earth-moving activities, all work within 50 meters of the resources shall be halted and the City shall consult with a qualified archeologist to assess the significance of the find. Archeological test excavations shall be conducted by a qualified archaeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archaeologist, representatives of the City and the qualified archaeologist shall meet to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report shall be prepared by the qualified archaeologist according to current professional standards. (b) If a Native American site is discovered, the evaluation process shall include consultation with the appropriate Native American(s) representatives. If Native American archaeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be conducted by identified archaeologists who are certified by the Society of Professional Archaeologists (SOPA) and/or meet the federal standards as stated in	Initial Study -- 4. Cultural Resources Verify that bid documents and contracts include provisions to cease excavation in the event of discovery of paleontological resources; excavation plan to be created and resources shall be donated to an appropriate cultural center, if required.	Project developer	City of Sacramento Development Services Department

5.0 MITIGATION MONITORING PLAN

PARKEBRIDGE RESIDENTIAL SUBDIVISION MITIGATION MONITORING PLAN AS CORRECTED 2/9/06			
Impact	Mitigation Measure	Action	Monitoring Party
	<p>Mitigation Measure</p> <p>the Code of Federal Regulations (36 C.F.R. 61), and Native American representatives who are approved by the local Native American community as scholars of the cultural traditions.</p> <p>In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archaeological sites or historic architectural features are involved, all identification and treatment is to be carried out by qualified historical archaeologists or architectural historians. These individuals shall meet either Register of Professional Archaeologists (RPA) or 36 C.F.R. 61 requirements.</p>		
	<p>(c) The project proponent shall retain a qualified archaeologist to conduct a workshop on the identification of subsurface cultural resources for all construction workers for the proposed project involved with grading, trenching and/or digging. The workshop shall be completed prior to the commencement of any earth working or other construction activities. The project proponent shall provide to the City verification of compliance by all contractors and construction workers involved with grading, trenching, and/or prior to the issuance of any building permits.</p>		
	<p>(d) Any identified cultural resource shall be recorded on the appropriate DPR 523 form by a qualified professional.</p>		
	<p>(e) If a human bone or bone of unknown origin is found during construction, all work shall stop in the vicinity of the find and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission who shall notify the person most likely believed to be a descendant. The most</p>		

5.0 MITIGATION MONITORING PLAN

PARKEBRIDGE RESIDENTIAL SUBDIVISION MITIGATION MONITORING PLAN AS CORRECTED 2/9/06					
Impact	Mitigation Measure	Action	Implementing Party	Monitoring Party	
	likely descendant shall work with the contractor to develop a program for reinterrment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.				
DEIR Section 5.1 Air Quality					
5.1-1 Project construction could generate emissions of PM ₁₀ .	<p>The project applicant shall ensure that no more than 15 acres of the proposed project site are disturbed on any day. During grading, the proposed project shall also:</p> <ul style="list-style-type: none"> Keep soil moist at all times. Maintain two feet of freeboard space on haul trucks. Use emulsified diesel or diesel catalysts on applicable heavy duty diesel construction equipment. 	Verify that project contractor construction bid documents and contracts include demolition activity measures; periodic field inspections during construction.	Project developer/contractor	Prior to issuance of a grading or building permit; on-going during construction.	City of Sacramento Building Division; City of Sacramento Building Inspector
5.1-2 Project construction could generate emissions of ozone precursors.	<p>(a) The project shall provide a plan for approval by SMAQMD demonstrating that the heavy-duty (>50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project-wide fleet-average 20 percent NO_x reduction and 45 percent particulate reduction compared to the most recent CARB fleet average at time of construction.</p> <p>(b) The project representative shall submit to SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The</p>	Verify that project contractor construction bid documents and contracts include construction practices recommended by the SMAQMD; periodic field inspections during construction; pay fee to SMAQMD.	Project developer/contractor	Prior to issuance of a grading or building permit; on-going during construction.	City of Sacramento Building Division; City of Sacramento Building Inspector

5.0 MITIGATION MONITORING PLAN

PARKEBRIDGE RESIDENTIAL SUBDIVISION MITIGATION MONITORING PLAN AS CORRECTED 2/19/06			
Impact	Mitigation Measure	Action	Monitoring Party
5.2-2 The project could result in the loss of one active burrowing owl nest burrow.	DEIR Section 5.2 Biological Resources The project proponent shall hire a qualified biologist to conduct a pre-construction burrowing owl survey. If nesting owls are found, no disturbance shall be allowed within 160-feet of the active nest burrow between February 1 and August 31. Outside the nesting season, and/or upon confirmation by the qualified biologist that all young have fledged and left an active nest, burrowing owls present in the burrow shall be excluded from the burrow(s) by a qualified biologist through a passive relocation as outlined in the California Burrowing Owl Consortium's April 1993 Burrowing Owl Survey Protocol and Mitigation Guidelines. Once the burrows have been cleared, they must be hand-excavated and collapsed prior to project construction.	DEIR Section 5.2 Biological Resources Verify schedule for construction in the area of the active nest, demonstrate retention of a qualified biologist to clear burrows.	City of Sacramento Development Services Department
5.2-3 Development of the proposed project could result in the loss of individual giant garter snakes and their upland habitat.	5.2-3 The project applicant shall hire a qualified (i.e., permitted) biologist to monitor the project site to prevent the accidental loss of any giant garter snakes during construction. If any giant garter snakes are found, construction shall be halted until the biologist moves the snake to a safe location outside the construction area.	Demonstrate retention of qualified biologist to monitor presence of giant garter snakes.	Project developer, qualified biologist City of Sacramento, Development Services Department
No mitigation required.	DEIR Section 5.3 Hydrology and Water Quality		
5.4-2 The project would expose new sensitive receptors to freeway noise levels.	DEIR Section 5.4 Noise The project applicant shall ensure that the sound wall adjacent to Interstate 80 would be at least seven feet above the grade of the backyard of the nearest residences, and would achieve a 20 dBA transmission loss.	DEIR Section 5.4 Noise Verify that project design for sound wall meets requirements of mitigation.	Project developer City of Sacramento Development Services Department
No mitigation required.	DEIR Section 5.5 Solid Waste		

5.0 MITIGATION MONITORING PLAN

PARKEBRIDGE RESIDENTIAL SUBDIVISION MITIGATION MONITORING PLAN AS CORRECTED 2/9/06				
Impact	Mitigation Measure	Action	Implementing Party	Monitoring Party
5.6-11 The project could contribute to unacceptable operations at local intersections (Northgate Boulevard and Rosin Court) under cumulative with Fong Ranch Road conditions.	5.6-11 (e) Add a second left-turn lane creating dual left turn lanes to the eastbound approach.	DEIR Section 5.6 Transportation and Circulation Provide funding for noted improvements.	Project developer	City of Sacramento Department of Engineering and Finance
				Timing Prior to building occupancy.

RESOLUTION NO. 2006-XXXX

Adopted by the Sacramento City Council

Date

RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP FOR 33.9± ACRES OF LOW DENSITY RESIDENTIAL, 18.4± ACRES OF MEDIUM DENSITY RESIDENTIAL, 30± ACRES OF REGIONAL COMMERCIAL AND OFFICES, AND 31± ACRES OF PARKS-RECREATION/OPEN SPACE TO 59.4± ACRES OF LOW DENSITY RESIDENTIAL, 13.9± ACRES OF MEDIUM DENSITY RESIDENTIAL, AND 40± ACRES OF PARKS-RECREATION/OPEN SPACE FOR THE PROPERTY LOCATED SOUTHEAST OF TRUXEL ROAD AND INTERSTATE 80. (APN: 225-0160-084, -088, -054, 225-0170-062) (P04-212)

BACKGROUND

The City Council conducted a public hearing on _____ concerning the General Plan land use map, and based on documentary and oral evidence submitted at the public hearing, the City Council hereby finds:

- A. The proposed land use amendment is consistent with the conversion of this site to low density and medium density residential and parks-recreation/open space to implement the General Plan policy that adequate housing opportunities be provided for all income households and that projected housing needs are accommodated;
- B. The proposed plan amendment is compatible with the surrounding uses; and
- C. The proposal is consistent with the goals of the General Plan to develop residential land uses in a manner which is efficient and utilizes existing and planned urban resources.

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

Section 1. The property (APN: 225-0160-084, -088, -054, 225-0170-062), as described on the attached Exhibits A and B, within the City of Sacramento is hereby designated on the General Plan land use map as Low Density Residential, Medium Density Residential and Parks-Recreation/Open Space.

Table of Contents:

- Exhibit A: Existing General Plan Designations – 1 page
- Exhibit B: Proposed General Plan Designations – 1 page

Exhibit A: Existing General Plan Designations

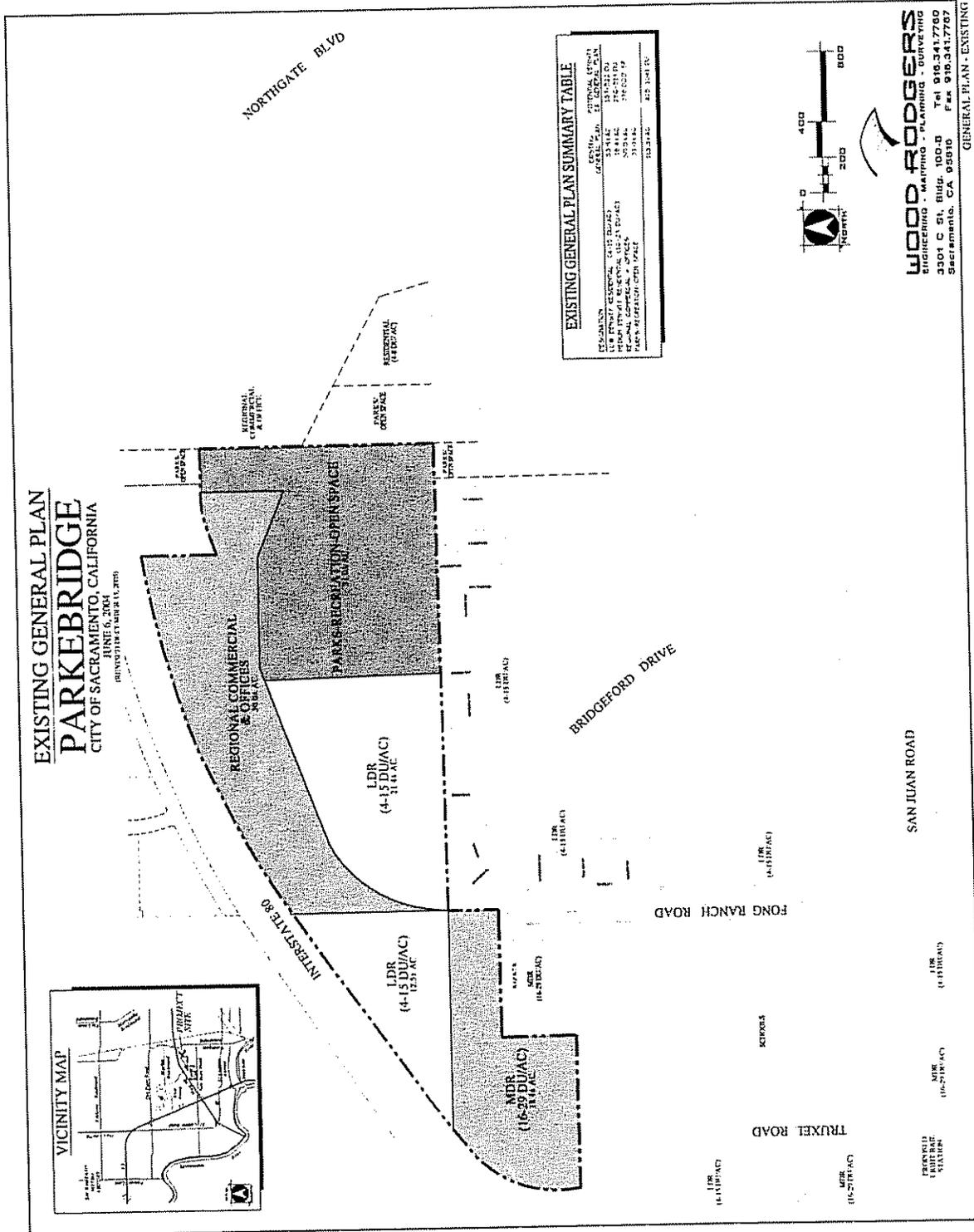
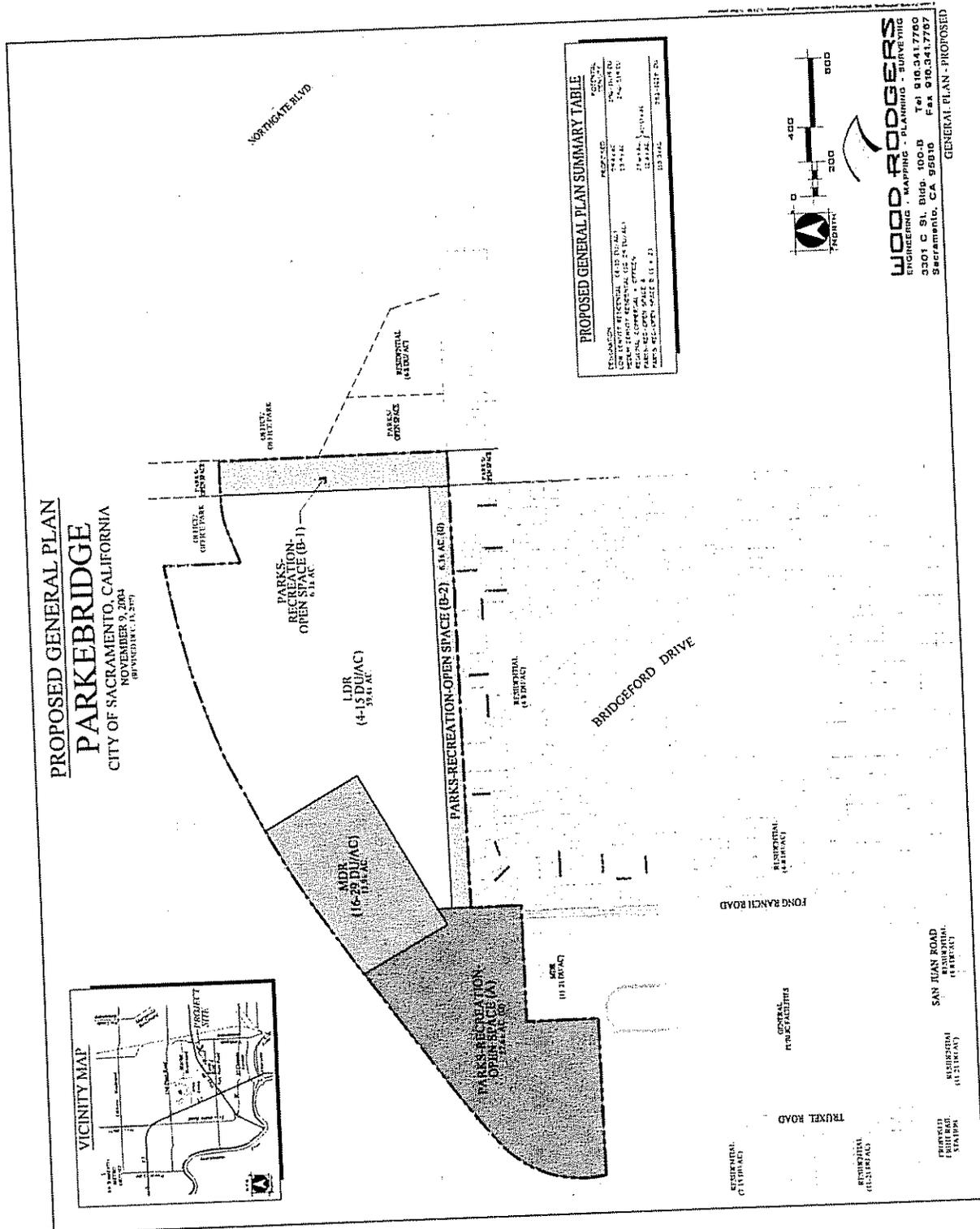


Exhibit B: Proposed General Plan Designations



RESOLUTION NO. 2006-XXXX

Adopted by the Sacramento City Council

Date

RESOLUTION AMENDING THE SOUTH NATOMAS COMMUNITY PLAN LAND USE MAP FOR 21.9± ACRES OF LOW DENSITY RESIDENTIAL (4-8 DU/AC), 30.4± ACRES OF MEDIUM DENSITY RESIDENTIAL (7-15 DU/AC), 30± ACRES OF OFFICE/OFFICE PARK, AND 31± ACRES OF PARKS/OPEN SPACE TO 59.4± ACRES OF MEDIUM DENSITY RESIDENTIAL (7-15 DU/AC), 13.9± ACRES OF MEDIUM DENSITY RESIDENTIAL (11-21 DU/AC), AND 40± ACRES OF PARKS/OPEN SPACE FOR THE PROPERTY LOCATED SOUTHEAST OF TRUXEL ROAD AND INTERSTATE 80. (APN: 225-0160-084, -088, -054, 225-0170-062) (P04-212)

BACKGROUND

The City Council conducted a public hearing on _____ concerning the South Natomas land use map, and based on documentary and oral evidence submitted at the public hearing, the City Council hereby finds:

- A. The proposed land use amendment is consistent with the conversion of this site to medium density (7-15 du/ac) and medium-high density (11-21 du/ac) residential to implement the goals and policies of the South Natomas Community Plan to provide housing of varied types, densities and prices, arranged to enhance neighborhood identity;
- B. The proposed plan amendment is compatible with the surrounding uses; and
- C. The proposal is consistent with the policies of the General Plan to provide adequate housing opportunities for all income households and to accommodate projected housing needs.

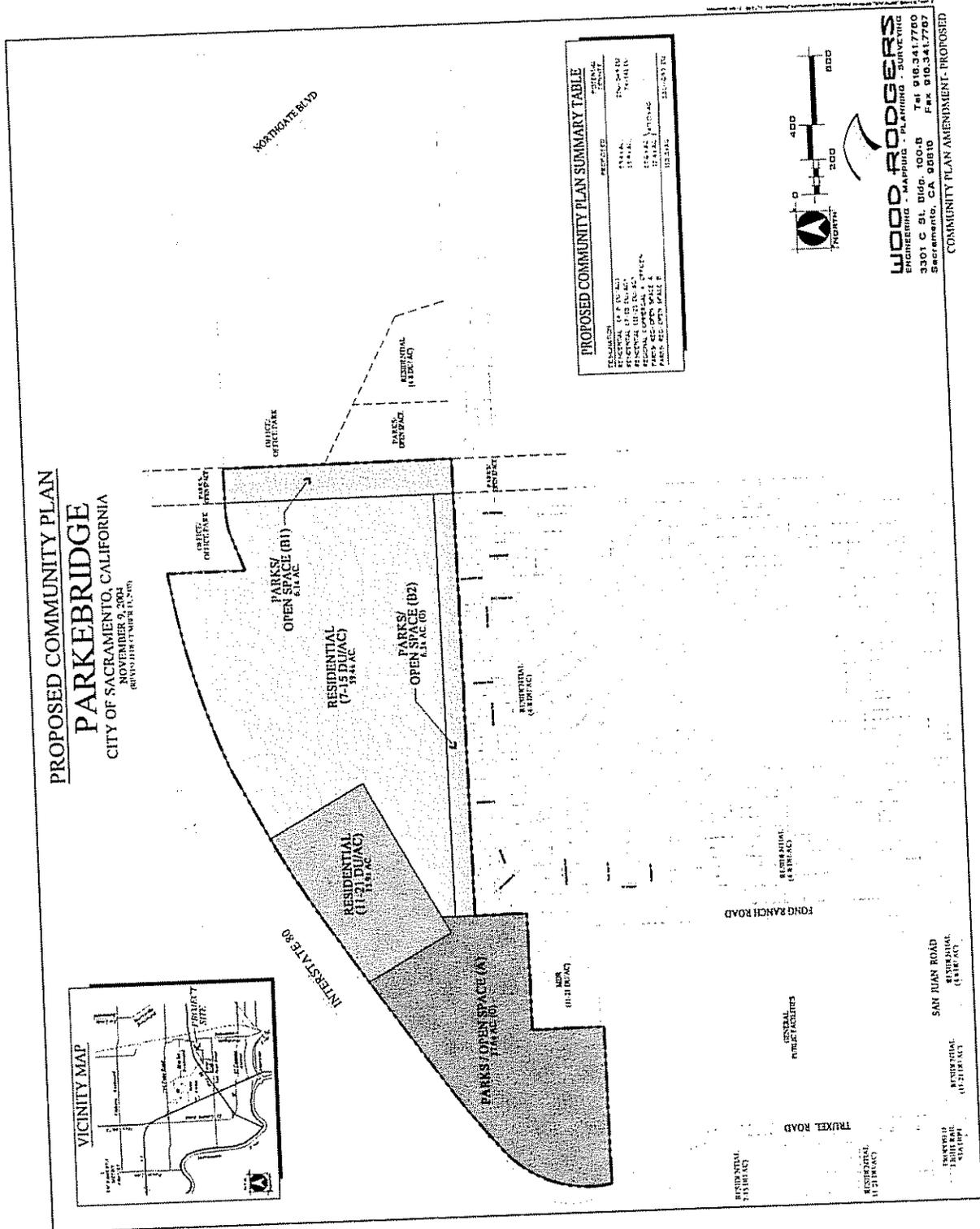
BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The property (APN: 225-0160-084, -088, -054, 225-0170-062), as described on the attached Exhibits A and B, within the City of Sacramento is hereby designated on the South Natomas Community Plan land use map as Medium Density Residential, Medium-High Density Residential and Parks/Open Space.

Table of Contents:

- Exhibit A: Existing Community Plan Designations – 1 page
- Exhibit B: Proposed Community Plan Designations – 1 page

Exhibit B: Proposed Community Plan Designations



RESOLUTION NO. 2006-XXXX

Adopted by the Sacramento City Council

Date

RESOLUTION TO ESTABLISH A PLANNED UNIT DEVELOPMENT, INCLUDING GUIDELINES AND SCHEMATIC PLAN, FOR THE PARKEBRIDGE PLANNED UNIT DEVELOPMENT, LOCATED SOUTHEAST OF TRUXEL ROAD AND INTERSTATE 80 IN THE SOUTH NATOMAS COMMUNITY PLAN AREA. (APN: 225-0160-084, -088, -054, 225-0170-062) (P04-212)

BACKGROUND

The City Council conducted a public hearing on _____, to consider the establishment of the ParkeBridge Planned Unit Development (PUD) and adopt the Planned Unit Development Guidelines and Schematic Plan for the ParkeBridge development. Based on documentary and oral evidence submitted at said public hearing, the City Council hereby finds:

- A. The proposed PUD establishment conforms to policies of the General Plan and South Natomas Community Plan to promote a variety of housing types within neighborhoods to encourage economic diversity and housing choice; and
- B. The PUD establishment will not be injurious to the public welfare, nor to other properties in the vicinity of the development and will be in harmony with the general purposes and intent of the Zoning Ordinance in that the PUD ensures that development be well-designed, and that the residential uses will not create a negative impact on adjacent uses.

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

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

- A. The applicant shall include language within the Sales and Purchase Agreement limiting initial home sales to persons intending to occupy said premises for a period of not less than 18 months.

Table of Contents:

Exhibit A: PUD Guidelines – 31 pages

Exhibit B: PUD Schematic Plan Exhibit – 1 page

ParkeBridge

P.U.D. GUIDELINES

Prepared For:
Griffin Communities

Prepared By:
The KTG Group

PARKEBRIDGE

P.U.D. GUIDELINES

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ParkeBridge

Design Guidelines
May 5, 2005

SECTION 1 INTRODUCTION

1.1 Community Design Concept

ParkeBridge is designed to capture the environment of a quintessential all-American small town lifestyle in terms of its neighborhood character and architectural charm. Four distinct residential village types are blended together within the community walls, which would otherwise separate neighborhoods, are eliminated for a strong interplay between the villages that provide a varied yet compatible streetscene appearance.

An integrated street grid pattern that features landscaped parkways and detached sidewalks create a pedestrian friendly environment. In addition, the homes are designed with front porches and active living spaces oriented to the street, further enhancing the pedestrian friendly nature of the community while reducing a dominant garage door streetscene.

The four complimenting village types for ParkeBridge include:

- Village 1 Townhomes
- Village 2 Single Family Detached
 34' x 73' Typical Lot Size
- Village 3 Single Family Detached
 45' x 80' Typical Lot Size
- Village 4 Single Family Detached
 50' x 100' Typical Lot Size

1.2 Conceptual Site Plan

Exhibit 1 depicts the proposed overall site plan for the ParkeBridge community.

SECTION 2 Planning Standards

2.1 Development Standards Matrix – Village 1 (Townhomes)

(PRIVATE)CRITERIA	Village 1
MINIMUM SETBACKS ^(1,2,3)	
Front <ul style="list-style-type: none"> • Living Area • Porch • Courtyard (less than 4' high) 	12' to building 10' to porch 3' to courtyard
Rear	4' to garage
Side	0' – interior 3' – end condition
Building Separation Garage / Garage	30' Minimum
Side / Side	20' Minimum
Front / Front	40' Building to Building 22' Porch to Porch
MAX BUILDING COVERAGE	100%
MAX BUILDING HEIGHT	35' Maximum

Notes

1. All Setbacks are measured from property line.
2. Architectural projections may project a maximum of 3 feet into required front, rear or side setback areas; however, in no case shall such projection be closer than 3 feet to any property line. An architectural projection is defined as an element that articulates the building elevation such as window and door pop-out surrounds, media niches, library niches, bay windows, pot shelves, chimneys, enhanced window sills, eaves, shutter details, window trim, balconies and entry gates, and other similar elements.
3. Window and door pop-out surrounds, pot shelves, enhanced window sills, shutter details, window trim, entry gates and projecting eaves shall be governed by the provisions of the Uniform Building Code (UBC) Section 603.2 and Section 705

Section 2 **PLANNING STANDARDS**

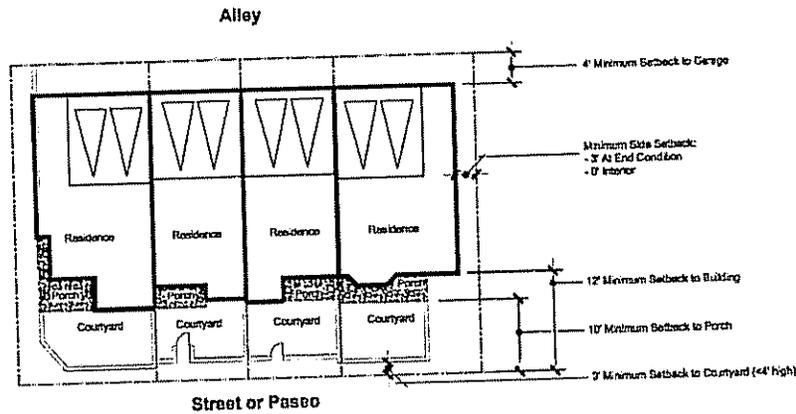
2.2 Development Standards Matrix -- Villages 2,3 & 4 (Single Family)

{PRIVATE }CRITERIA	Village 2	Village 3	Village 4
TYPICAL LOT SIZE	Typ 2,550 S F LOTS	Typ 3,600 S F LOTS	Typ 5,000 S F LOTS
TYPICAL LOT DIMENSIONS	Typ. 34' x 73'	Typ. 45' x 80'	Typ. 50' x 100'
MINIMUM LOT WIDTH	34'	45'	50'
MINIMUM LOT DEPTH	70'	72'	95'
MINIMUM SETBACKS ^(1, 2, 3, 4)			
Front ⁽²⁾ Living Area/Porch	10'	10'	12.5'
Front Entry Garage	18'	18'	20'
Rear ⁽²⁾	10'	15'	15'
Side ⁽²⁾ Living Area	5' typ. 5' for side entry on interior lots	5'	5'
Corner Side Living Area	12.5'	12.5'	12.5'
Porches	10'	10'	10'
Rear Patio Covers	5'	5'	10'
2nd Story Decks (Measured to Fascia)	10'	10'	10'
FRONT COURTYARD WALLS			
Wall Ht. Below 5'			
Front:	5'	5'	5'
Side:	0'	0'	0'
Corner Side:	5'	5'	5'
Wall Ht. Above 5'			
Front:	10'	10'	10'
Side:	0'	0'	0'
Corner Side:	5'	5'	5'
MAX. BUILDING COVERAGE (Excluding Porches & Patio Covers)			
2 Story Plans	50%	50%	50%
1 Story Plans	65%	65%	65%
MAX. BUILDING HEIGHT	35'	35'	35'

- Notes
1. Front setbacks and corner side setbacks are measured from the back of walk or back of curb where there is no walk.
 2. Interior side and rear setbacks are measured from property line.
 3. Architectural projections may project a maximum of 3 feet into required front, rear or side setback areas; however, in no case shall such projection be closer than 3 feet to any property line. An architectural projection is defined as an element that articulates the building elevation such as: media niches, library niches, bay windows, chimneys, balconies and other similar elements.
 4. Window and door pop-out surrounds, pot shelves, enhanced window sills, shutter details, window trim, entry gates and projecting eaves shall be governed by the provisions of the Uniform Building Code (UBC) Section 503.2 and Section 705.

Section 2

PLANNING STANDARDS

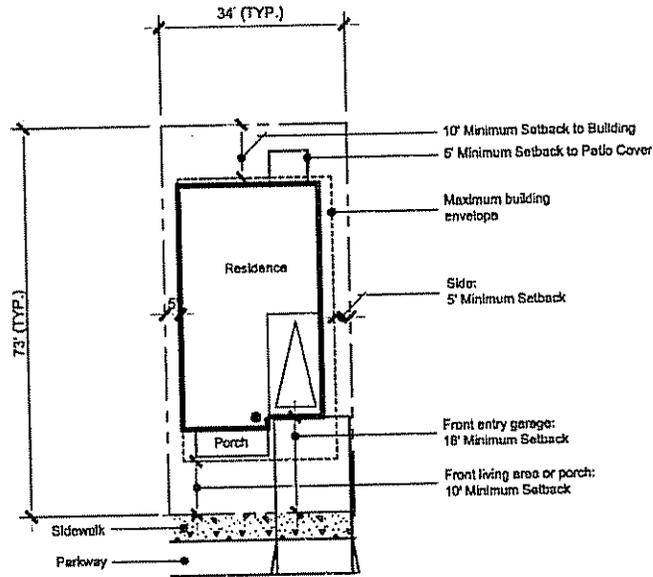


Note:

1. Footprints are hypothetical. Final plans may vary.
2. All setbacks are measured from the Property Line.
3. Architectural projections may project a maximum of 3 feet into required front, rear or side setback areas; however, in no case shall such projection be closer than 3 feet to any property line. An architectural projection is defined as an element that articulates the building elevation such as, media niches, library niches, bay windows, chimneys, balconies and other similar elements.
4. Window and door pop-out surrounds, pot shelves, enhanced window sills, shutter details, window trim, entry gates and projecting eaves shall be governed by the provisions of the Uniform Building Code (UBC), Section 503.2 and Section 705.

Section 2

PLANNING STANDARDS

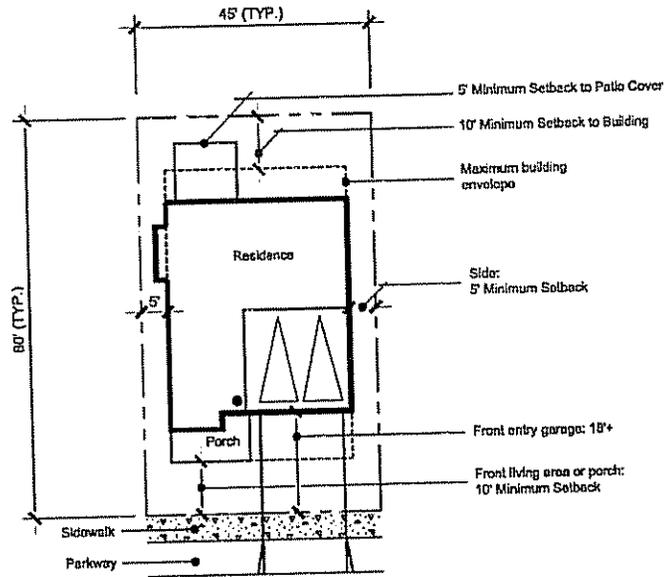


Note:

1. Footprints are hypothetical. Final plans may vary.
2. Front setbacks and corner side setbacks are measured from the back of walk or back of curb where there is no walk.
3. Interior side and rear setbacks are measured from property line.
4. Architectural projections may project a maximum of 3 feet into required front, rear or side setback areas; however, in no case shall such projection be closer than 3 feet to any property line. An architectural projection is defined as an element that articulates the building elevation such as, medallion niches, story niches, bay windows, chimneys, balconies and other similar elements.
5. Window and door pop-out surrounds, pot shelves, enhanced window sills, shutter details, window trim, entry gates and projecting eaves shall be governed by the provisions of the Uniform Building Code (UBC), Section 603.2 and Section 705.

Section 2

PLANNING STANDARDS

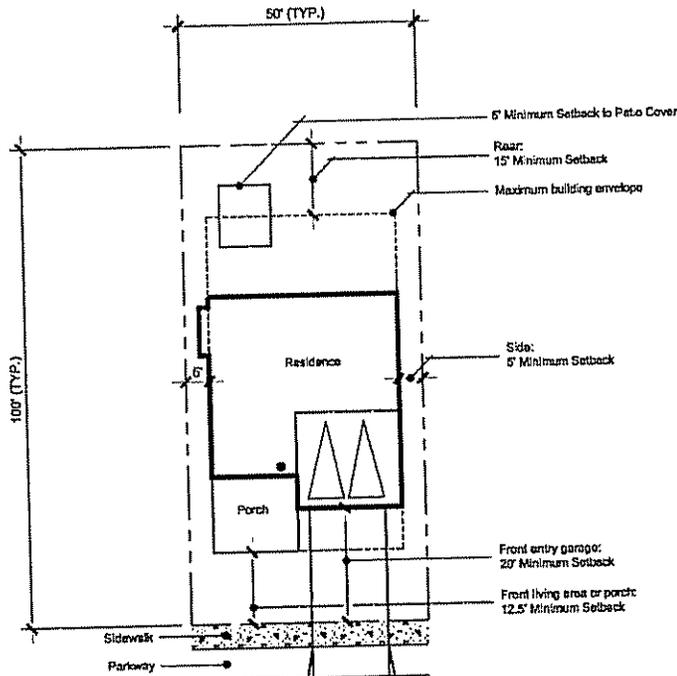


Note:

1. Footprints are hypothetical. Final plans may vary.
2. Front setbacks and corner side setbacks are measured from the back of walk or back of curb where there is no walk.
3. Interior side and rear setbacks are measured from property line.
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Section 2

PLANNING STANDARDS



Note:

1. Footprints are hypothetical. Final plans may vary.
2. Front setbacks and corner side setbacks are measured from the back of walk or back of curb where there is no walk.
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5. Window and door pop-out surrounds, pot shelves, enhanced window sills, shutter details, window trim, entry gates and projecting eaves shall be governed by the provisions of the Uniform Building Code (UBC), Section 503.2 and Section 705.

Exhibit 5

Village 4 – Typical Setbacks

ParkeBridge
Design Guidelines
May 5, 2005

2-6

Section 3 RESIDENTIAL ARCHITECTURAL STANDARDS

SECTION 3 Residential Architectural Standards

3.1 Goals

The ParkeBridge Design Guidelines have been prepared to provide the framework for high quality design within the project's Master Plan. The guidelines express the desired character of future development and are designed to ensure a unified environment within the Master Plan. This document is intended to provide clear direction and design criteria.

The following residential design principles are provided to assist developers, homebuilders, and architects in the design of new residential products within ParkeBridge. The principles are intended to promote quality design and innovative solutions that in turn encourage viable neighborhoods of enduring value. This document is not intended to represent mandatory requirements, but instead suggest principles to ensure the creation of a quality neighborhood environment. Alternative design solutions that are consistent with the spirit of the design principles identified in this document will be considered and even encouraged.

The goals of the ParkeBridge Design Guidelines are as follows:

- To provide the City of Sacramento with the necessary assurances that development within the master planned community will attain the desired level of quality;
- To serve as design criteria for use by planners, architects, landscape architects, engineers and builders.
- To provide guidance to City Staff, Planning Commission and the City Council when reviewing future development within the Master Plan.
- To provide a viable framework and clear direction for the creativity of the designer to achieve quality plans without unnecessary delays

3.2 Architectural Styles

Based on the existing character and building development history of the area, several architectural themes are appropriate for the ParkeBridge residential community. Although these styles have historical reference, other themes that can be derived from the area's past may also be considered. Distinguishing characteristics of each architectural style envisioned for ParkeBridge are described below.

3.2.1 Spanish Colonial

Section 3 RESIDENTIAL ARCHITECTURAL STANDARDS

- Red tile sloping roofs with large eave overhangs
- Stucco walls
- Courtyards
- Trellises
- Brightly colored ceramic tile as accents
- Arcades

3.2.2 *Craftsman*

- Horizontal character to building forms
- Low pitched gable roof forms with unenclosed eave overhangs
- Primary roof forms covering porch elements
- Decorative use of cross beams, braces, and rafter tails
- Often feature tapered columns and pilasters
- Brick or stone elements visually anchoring the building mass to the ground plane

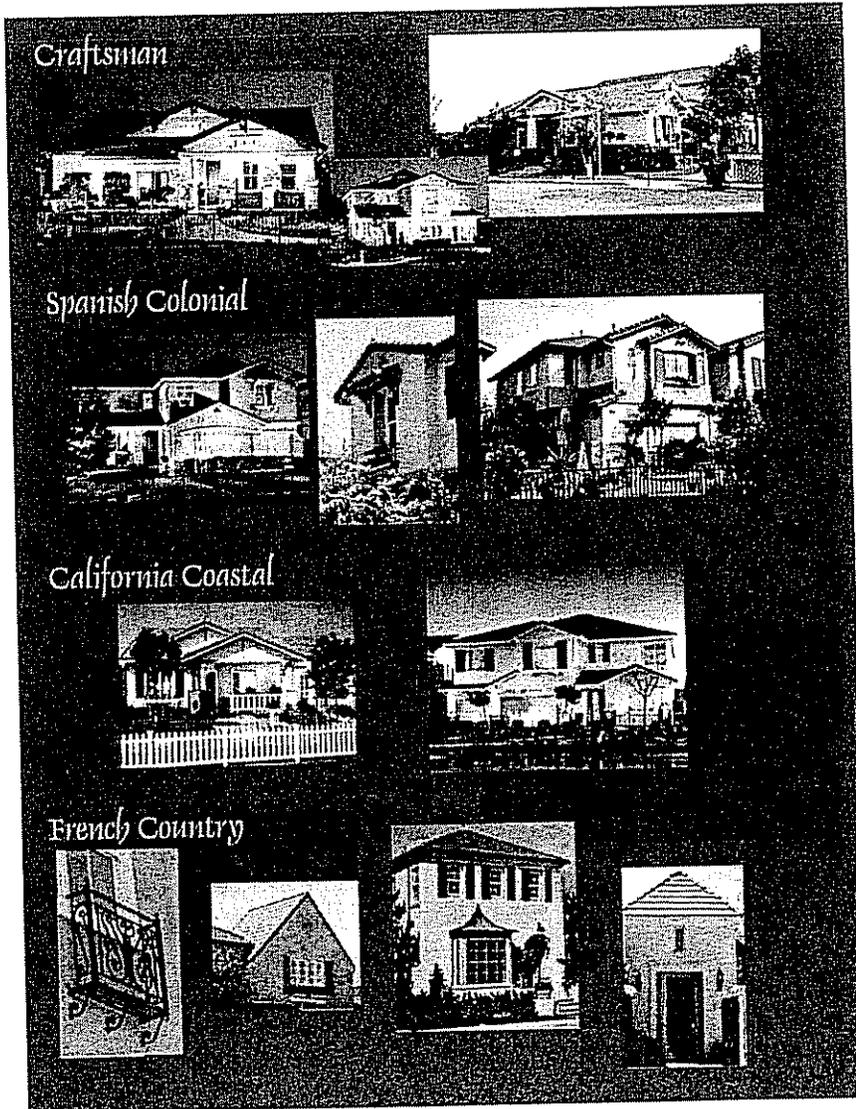
3.2.3 *California Coastal*

- Loose style – informal in plan and elevation
- Asymmetrical arrangement of one & two story building forms
- Low pitched gable roofs (occasionally hipped) with wide, unenclosed eave overhangs
- Simple lines – low with wide projecting roofs
- Roof rafters are usually exposed
- Elimination of superfluous ornamentation enhances beauty through simplified lines and masses of the building itself
- Use of wood siding and/or shingles

3.2.4 *French Country*

- Symmetrical, formal building mass or asymmetrical informal massing with a rambling farm house appearance
- Steep roof pitches
- Use of quoins or voussiers
- Tower or turret element with conical roof form appropriate
- Generous use of full rounded or segmented arch windows
- Small balconies with decorative wrought iron
- Multi-pane mullion patterned windows

Section 3 RESIDENTIAL ARCHITECTURAL STANDARDS



ParkeBridge
Design Guidelines
May 5, 2005

Exhibit 6
Architectural Image Board

3-3

Section 3

RESIDENTIAL ARCHITECTURAL STANDARDS

3.3 Architectural Criteria

ARCHITECTURAL STYLE

Architectural styles permitted	Spanish Colonial California Coastal	Craftsman French Country
--------------------------------	--	-----------------------------

FLOOR PLANS / ELEVATIONS

Floor Plans / Elevation Options	<ul style="list-style-type: none"> • Single Family Detached neighborhoods shall consist of a minimum of 3 floor plans and 3 elevations options for each floor plan • Single Family Attached neighborhoods shall consist of a minimum of 3 floor plans. A minimum of 2 building composites per village. At least 2 elevation options required for each village
---------------------------------	---

BUILDING MASSING AND SCALE

Staggered Wall Planes	<p>Front elevations shall feature horizontal or vertical offsets, which may include porches, to break-up expansive wall planes. Minimum offset shall be 3'</p> <ul style="list-style-type: none"> • Single Story Units No more than 60% of the front elevation can be composed of a single wall plane • Two Story Units No more than 50% of the front elevation can be composed of a single wall plane.
Corner Lots	<p>Corner side and other visible elevations shall feature a similar level of detail as the front elevation in terms of building forms, details, and materials</p>

ROOFS

Main Roof Form	Percent of Units
Side / Side Gable	40% Max
Front / Rear Gable	40% Max
Hip	40% Max
Roof Pitch	4:12 to 8:12
Roof Overhang	<ul style="list-style-type: none"> • Roof eaves shall have a 12" or greater overhang; or may be reduced to a 6" overhang when a corresponding fascia element 12" or greater in height is provided • Rakes may be tight or have a 12" or greater overhang as appropriate to the architectural style of the residence

Section 3 **RESIDENTIAL ARCHITECTURAL STANDARDS**

Roof Material	<ul style="list-style-type: none"> • Concrete or Clay Tiles in shapes consistent with the selected architectural style • Architectural grade fiberglass composition roof shingles may be used on Craftsman, California Coastal and French Country
Roof Finish	<ul style="list-style-type: none"> • Matte finish to minimize glare
Skylights & Solar Panels	<ul style="list-style-type: none"> • Framing material shall be colored to match the adjoining roof • White and/or dome skylights are not permitted.
Mechanical Equipment	<ul style="list-style-type: none"> • Roof mounted air conditioners are not permitted. All pipes, vents and other similar equipment shall be painted to match the roof surface

WINDOW OPENINGS

Front Elevations	<ul style="list-style-type: none"> • A principal window recessed into thickened walls or projected forward of the wall plane a minimum of 12"; or a bay window with a minimum 24" projection and detailing appropriate to the architectural style of the residence is allowed • All other windows to have trim surrounds, headers, or sills (Min Trim Material: 2" x 4") • A primary window in conjunction with a porch is allowed and does not need to be recessed in the wall plane. Trim detail is required.
Visible Side and Rear Elevations – (2 nd story windows which abut perimeter streets, community open space or other public spaces)	<ul style="list-style-type: none"> • All windows to have trim surrounds, headers, or sills (Minimum Trim Material 2" x 4")

PORCHES

	<ul style="list-style-type: none"> • At least 50% of homes in a neighborhood shall have an at grade front porch. • Villages 1, 2 & 3 – A minimum depth of porch is 5' (measured from Building face to Porch face) • Village 4 – A minimum depth of porch is 6' (measured from Building face to Porch face) • Front porch shall be covered in one of the following ways: <ul style="list-style-type: none"> - Roof, with tile matching the house - Trellis structure - Second floor balcony overhang • Front porches shall feature guardrails where appropriate • At least 25% of corner lots shall have a wrap around porch. Minimum depth of wrap around portion of porch shall be 3'
--	--

GARAGES

	<ul style="list-style-type: none"> • Garage doors shall be recessed 8" minimum from surrounding wall plane
--	---

Section 3 RESIDENTIAL ARCHITECTURAL STANDARDS

-
- Place active living areas at the front of the house, where feasible, with windows onto the street.
 - Variety of garage treatment to minimize the impact on the streetscene, including elements such as:
 - Cantilevered balconies above garage door
 - Trellis element projecting from out of garage wall plane
 - Cantilevered 2nd story building form over garage
 - Use of window lights
-

BUILDING MATERIAL & COLOR BLOCKING

-
- | | |
|---|--|
| Any elevation abutting interior streets, perimeter streets, community open space or other public spaces | <ul style="list-style-type: none"> • Material and color blocking shall wrap around the outside corner and terminate at a logical point or extend a minimum of 3'. • Material and color blocking shall not terminate at an outside corner |
|---|--|
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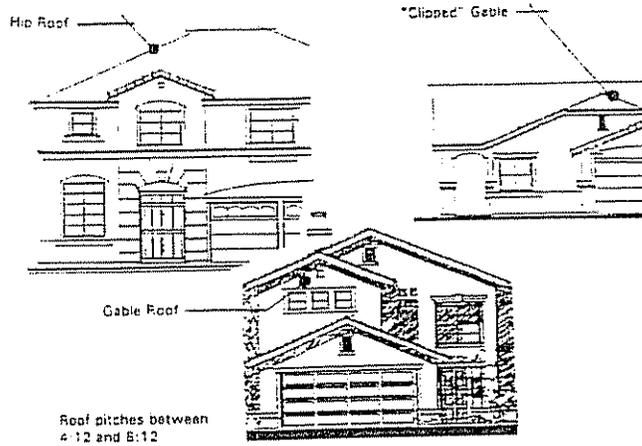
COLOR SCHEMES

-
- | | |
|---|--|
| Number of color schemes required (excluding windows and door surfaces): | 4 color schemes (min) per village Each color scheme shall have at least 3 colors, including: <ul style="list-style-type: none"> • Base Color 70% Maximum (Front Elevation) • Accent • Trim |
|---|--|
-

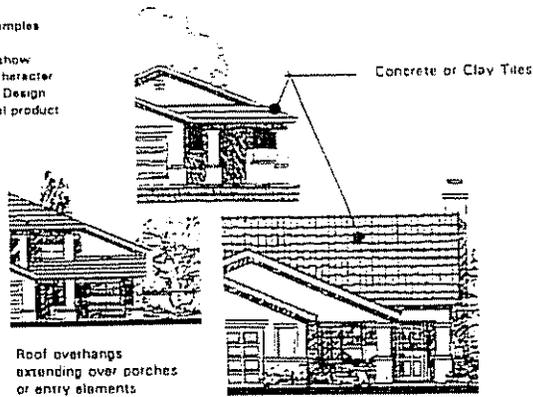
MISCELLANEOUS

-
- | | |
|-----------------|---|
| Light and Glare | <ul style="list-style-type: none"> • Street lighting shall be per City standards • Homeowner and association lighting other than street lighting, shall be shielded to minimize illumination of adjacent lots or properties and to reduce glare. Freestanding poles used for homeowner or association lighting other than street lighting, shall not exceed a maximum height of 14' |
| Utilities | <ul style="list-style-type: none"> • All utility connections from the main line in the public right-of-way to building shall be located underground |
-

Section 3 RESIDENTIAL ARCHITECTURAL STANDARDS

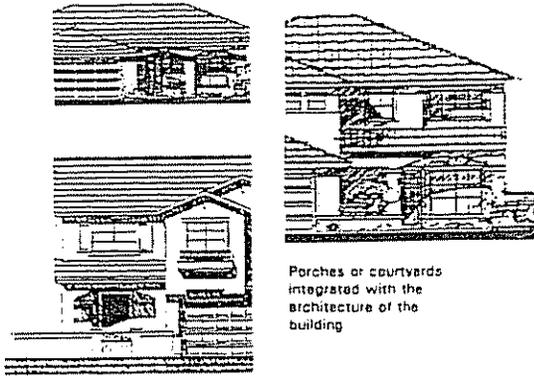


NOTE: These representative examples are for illustrative purposes only to show the architectural character envisioned by the Design Guidelines. Actual product design may differ.

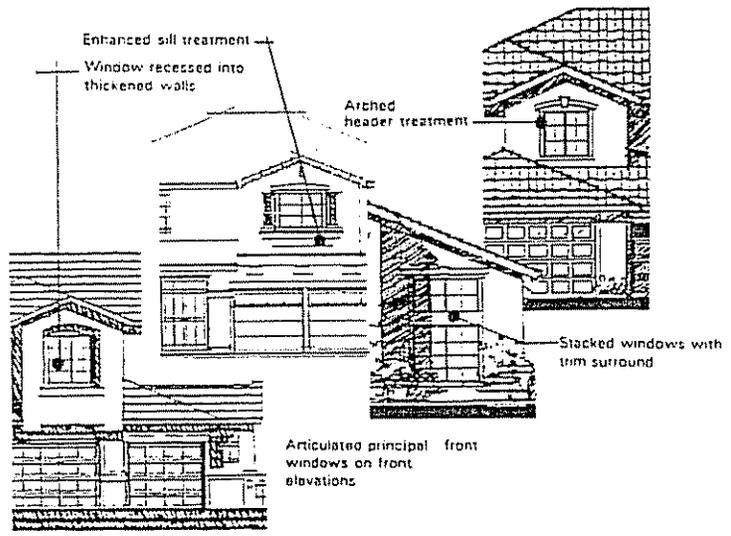


Section 3 RESIDENTIAL ARCHITECTURAL STANDARDS

NOTE: These representative examples are for illustrative purposes only to show the architectural character envisioned by the Design Guidelines. Actual product design may differ.



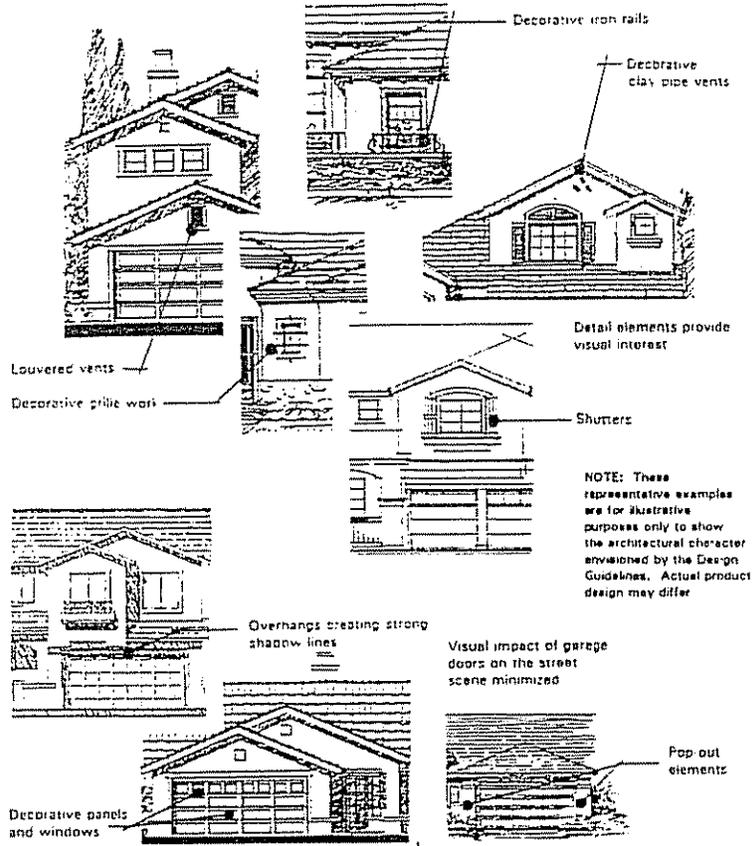
Porches or courtyards integrated with the architecture of the building

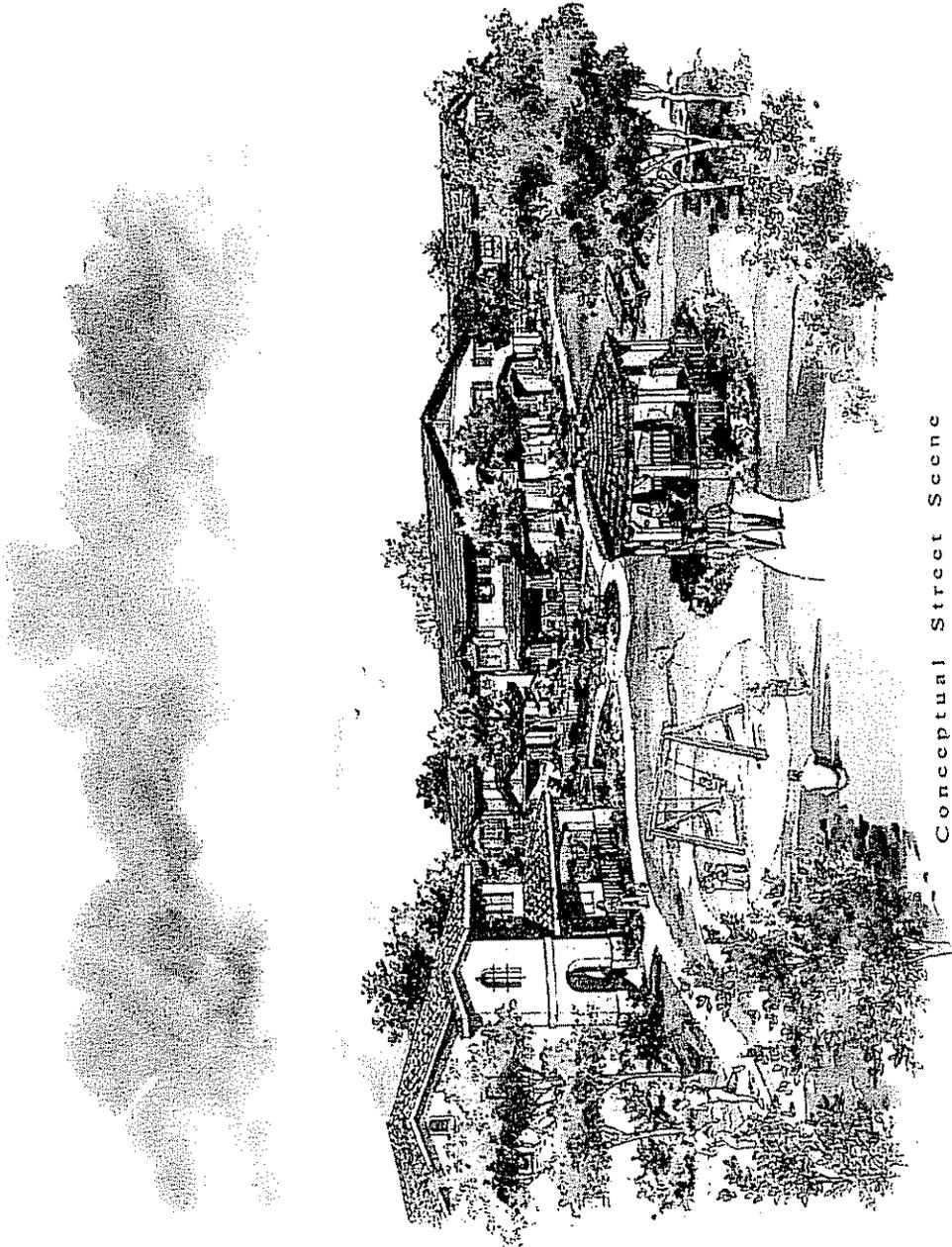


Articulated principal front windows on front elevations

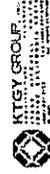
Section 3

RESIDENTIAL ARCHITECTURAL STANDARDS

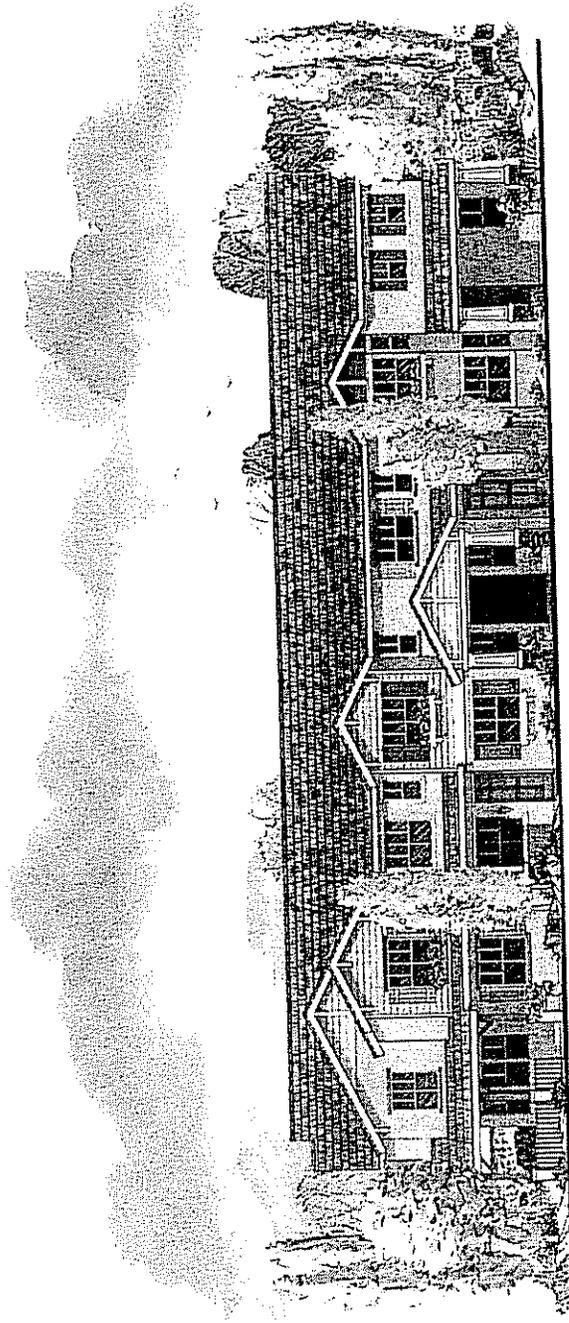




Conceptual Street Scene
VILLAGE I
PARKEBRIDGE
Sacramento, California

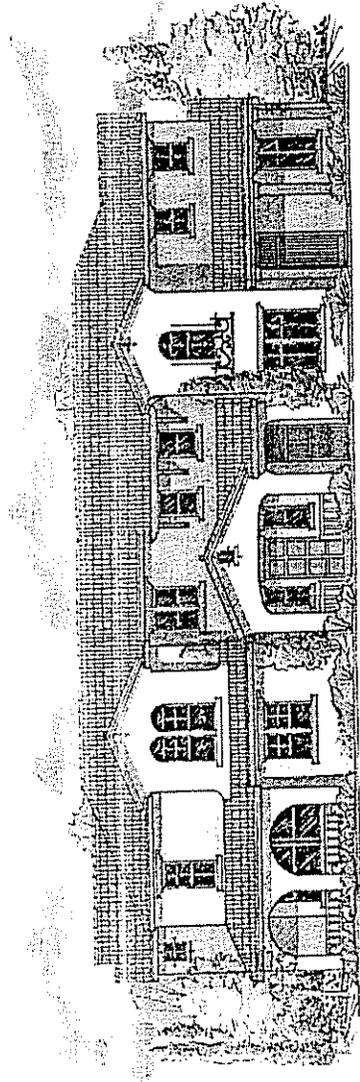


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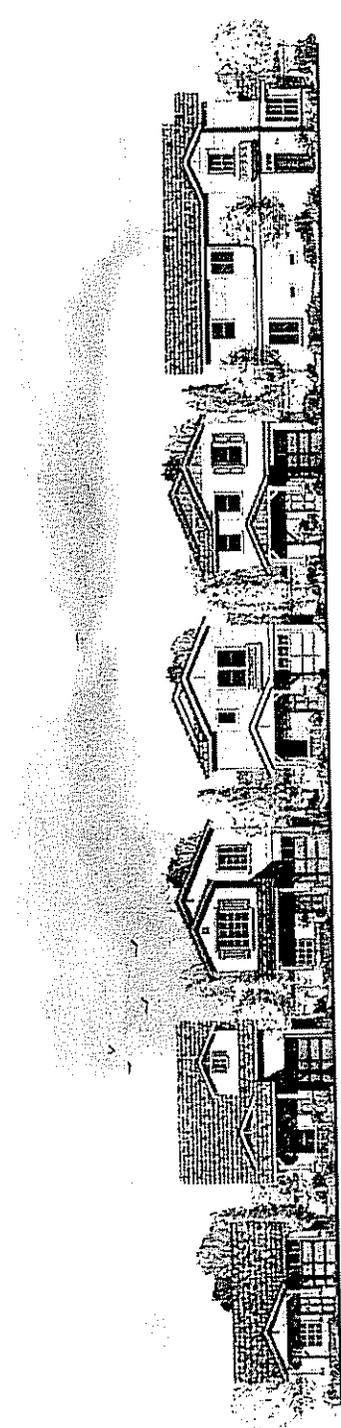
VILLAGE I
PARKEBRIDGE
Sacramento, California

Griffin Industries
KTSY GROUP



VILLAGE I
PARKEBRIDGE
Sacramento, California

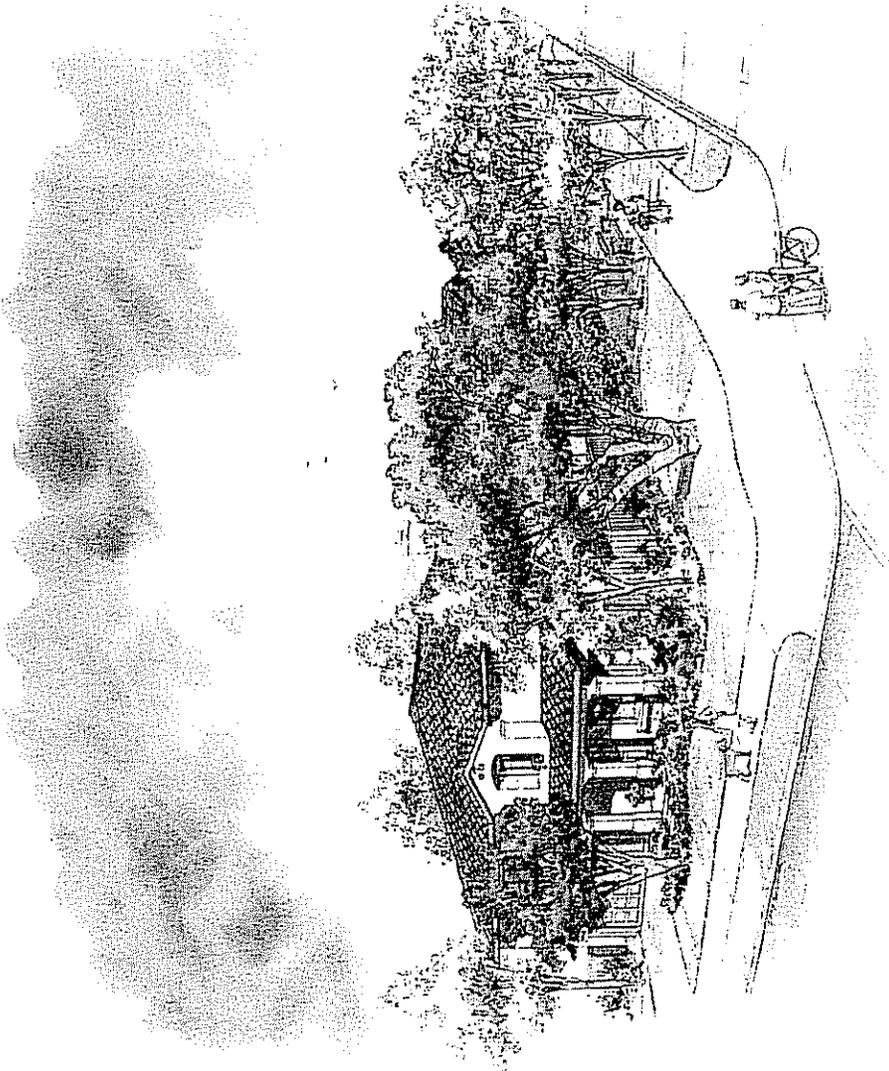
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VILLAGE II
PARKEBRIDGE
Sacramento, California



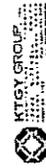
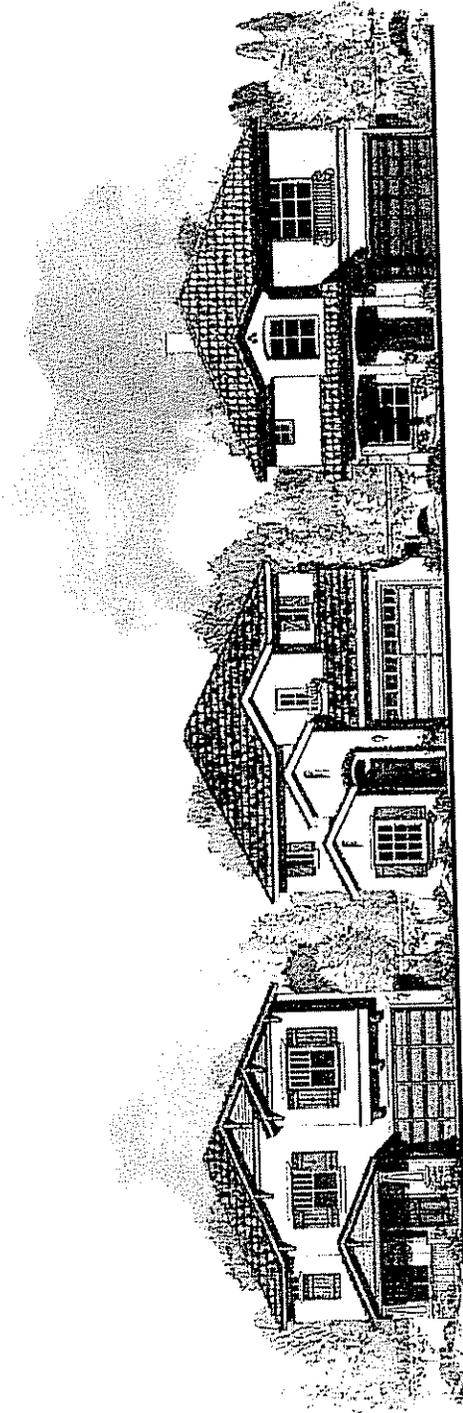
Griffin Industries
Kaiser Permanente



Conceptual Street Scene
VILLAGE III
PARKEBRIDGE
Sacramento, California

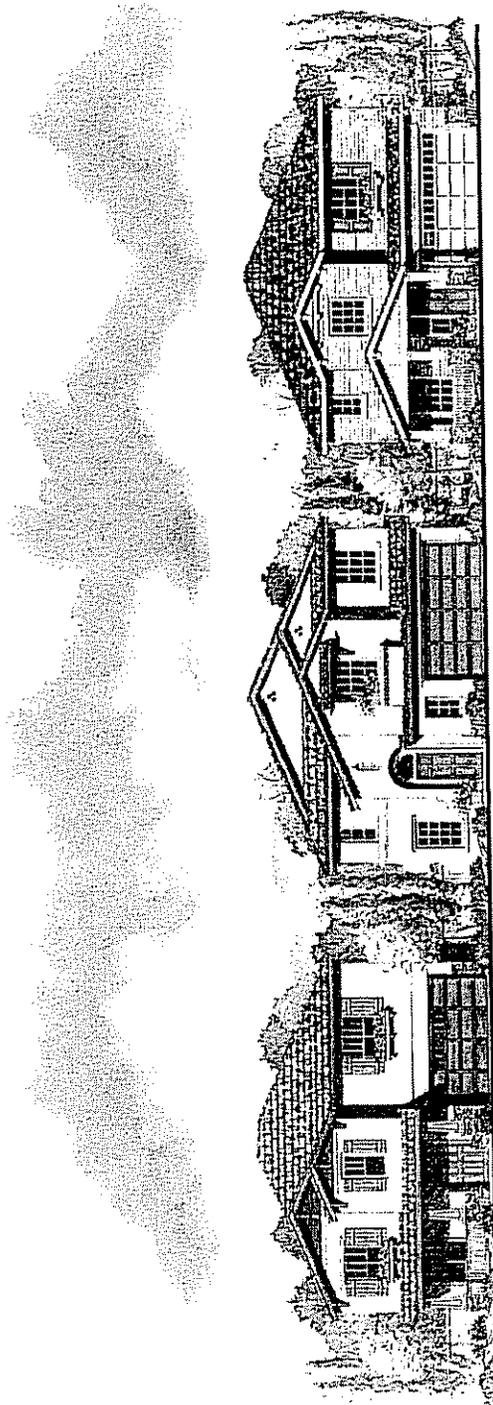
Griffin Industries

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VILLAGE III
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Sacramento, California

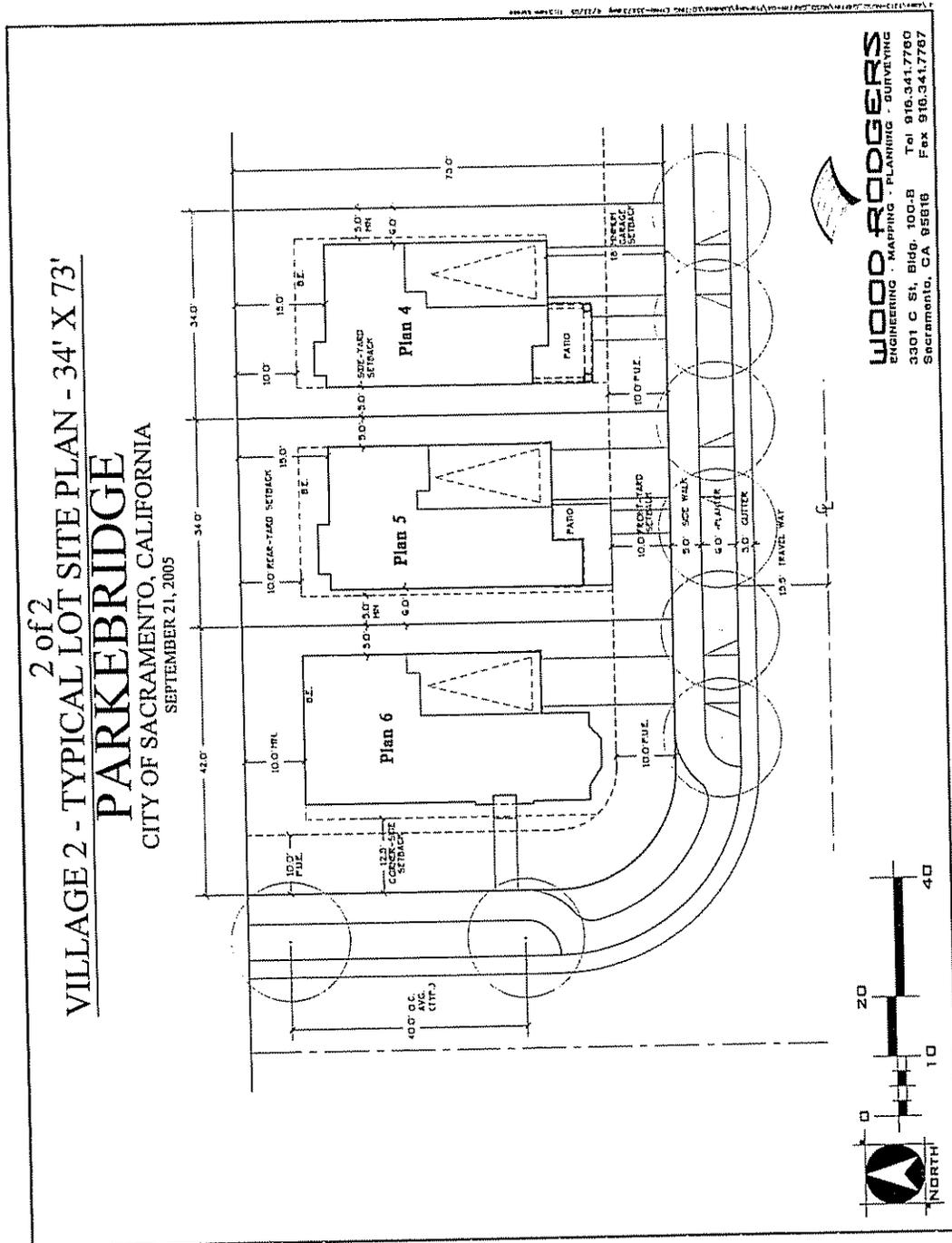
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KTGY 10.20047



VILLAGE IV
PARKEBRIDGE
Sacramento, California



Griffin Industries
4103 WILSON



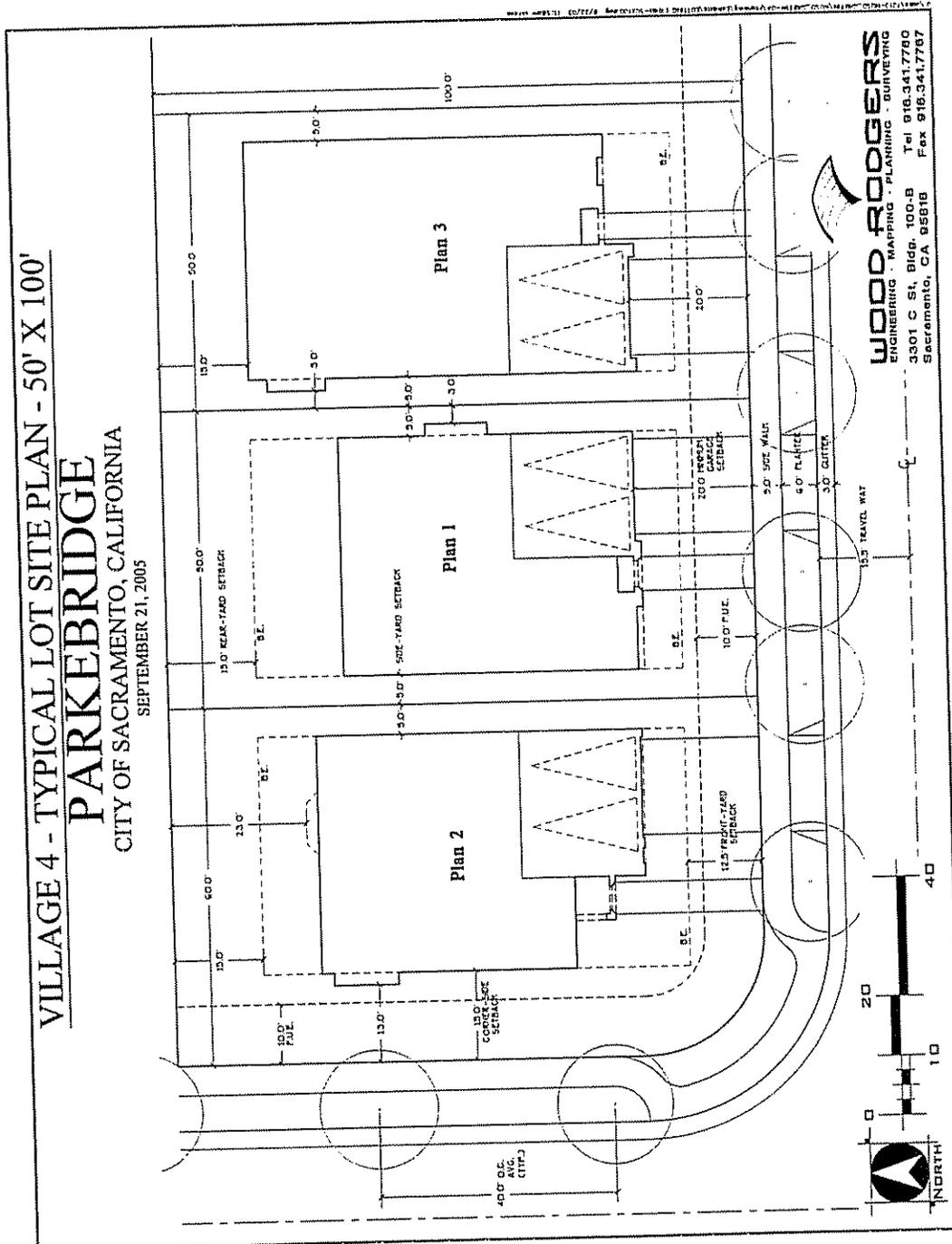
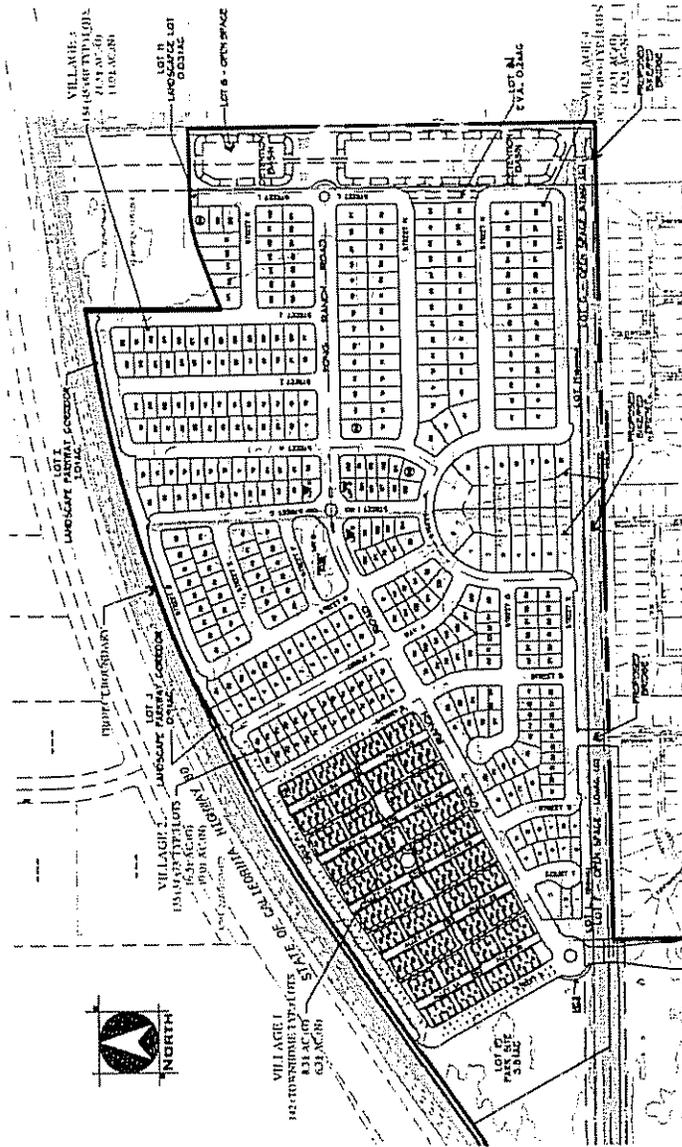


Exhibit B: PUD Schematic Plan

Section I

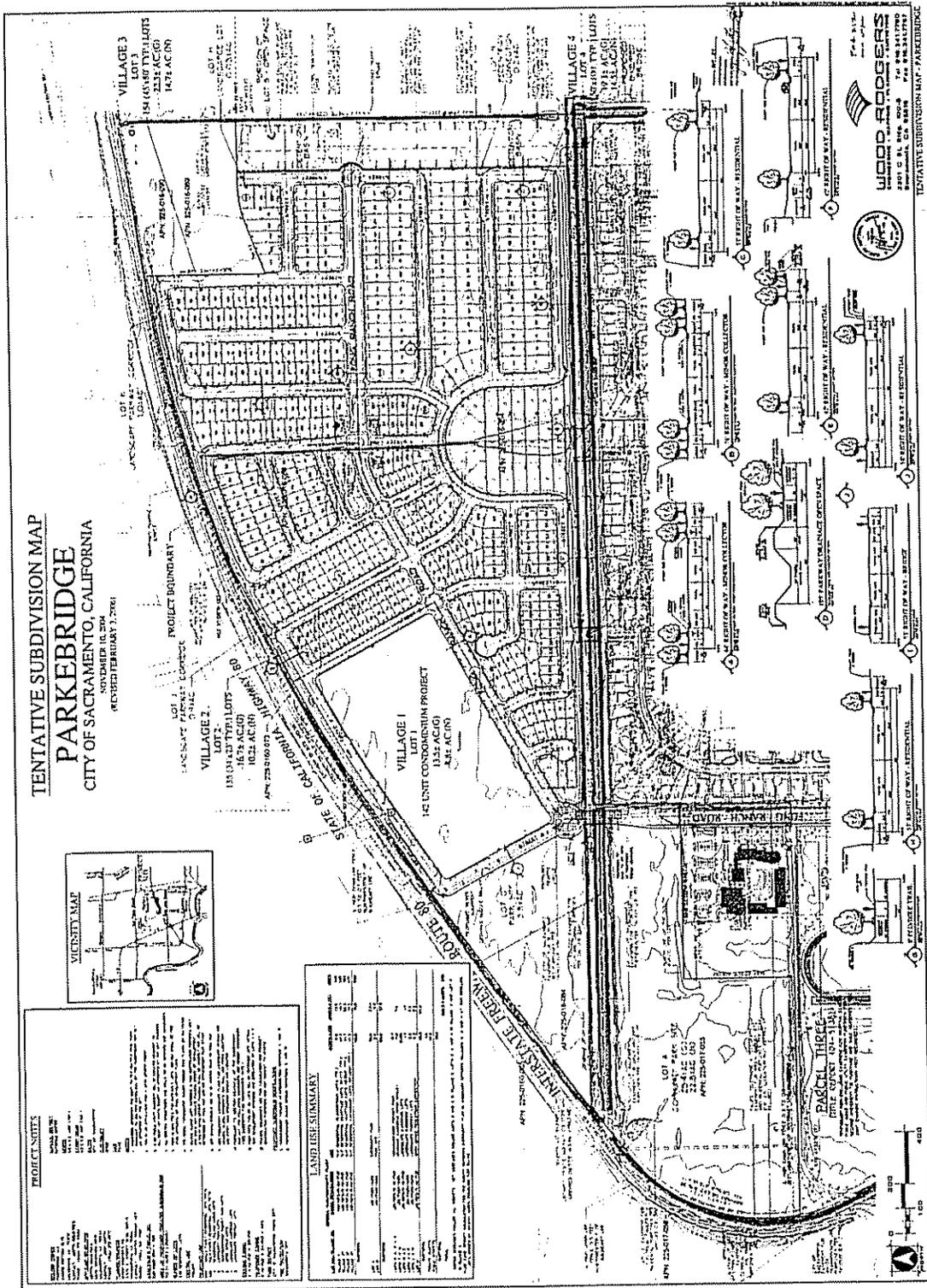
INTRODUCTION



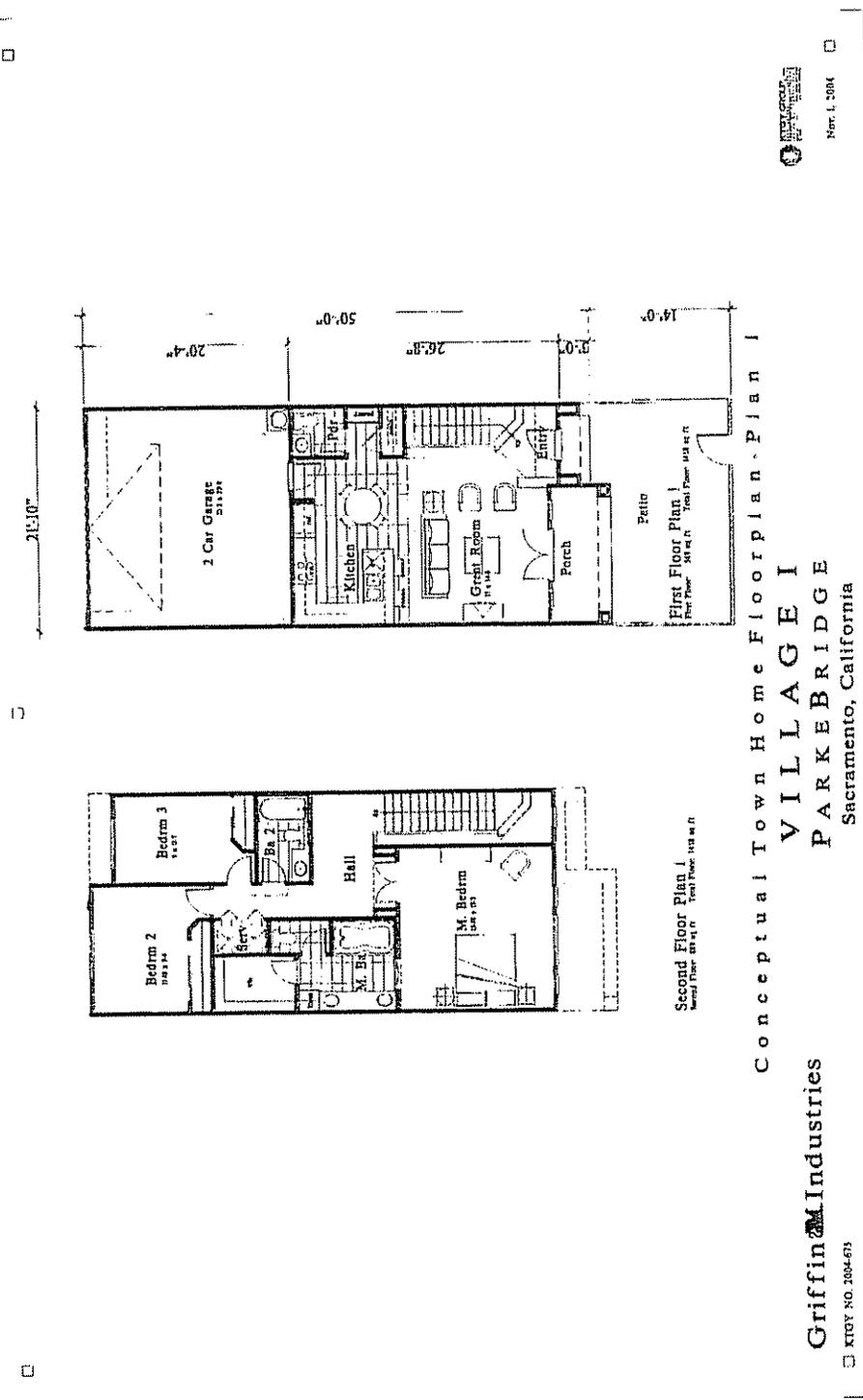
ParkeBridge
Design Guidelines
May 5, 2005

Exhibit 1
Conceptual Site Plan
1-2

Attachment 1 – Tentative Subdivision Map



Attachment 3.1 – Village 1 Plan 1 Floor Plan



Nov. 1, 2004

Conceptual Town Home Floorplan, Plan I

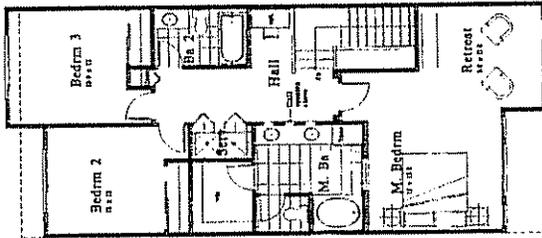
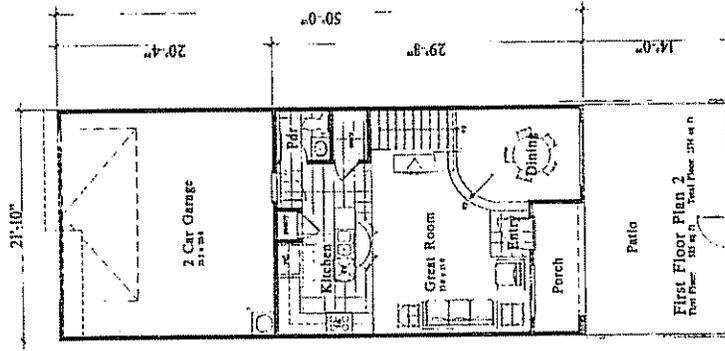
VILLAGE I
PARKEBRIDGE
Sacramento, California

Griffin Industries

KITCY NO. 2034-673

P04-212
REC'D 11-10-2004

Attachment 3.2 – Village 1 Plan 2 Floor Plan

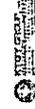


Conceptual Town Home Floorplan Plan 2

VILLAGE I
PARKEBRIDGE
Sacramento, California

Griffin Industries

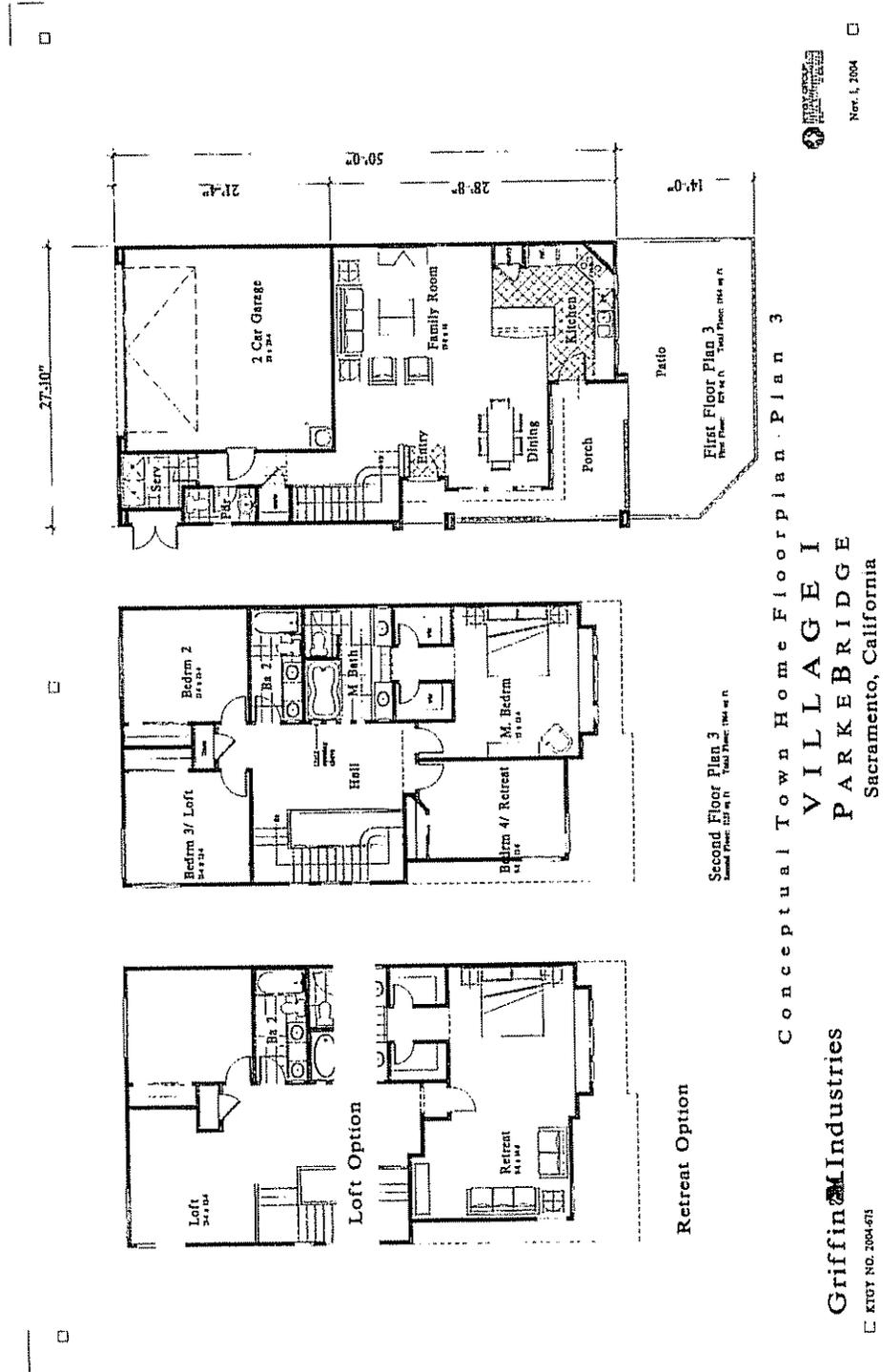
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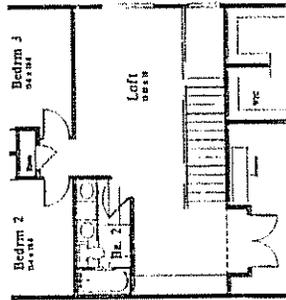
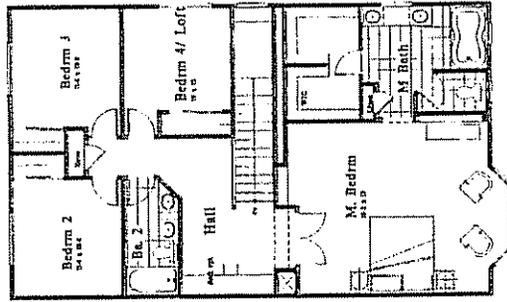
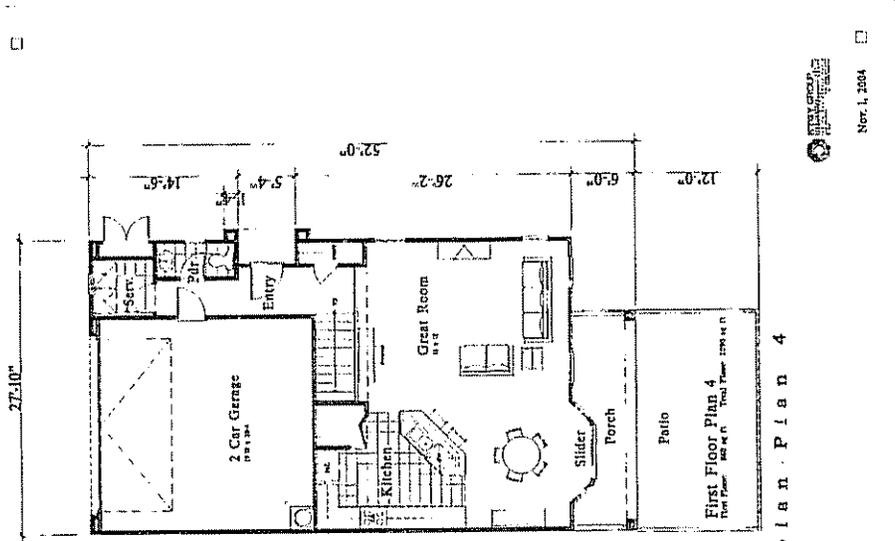
Nov. 1, 2004

P04-212
REC'D 11-10-2004

Attachment 3.3 – Village 1 Plan 3 Floor Plan



Attachment 3.4 – Village 1 Plan 4 Floor Plan



Conceptual Town Home Floor Plan - Plan 4

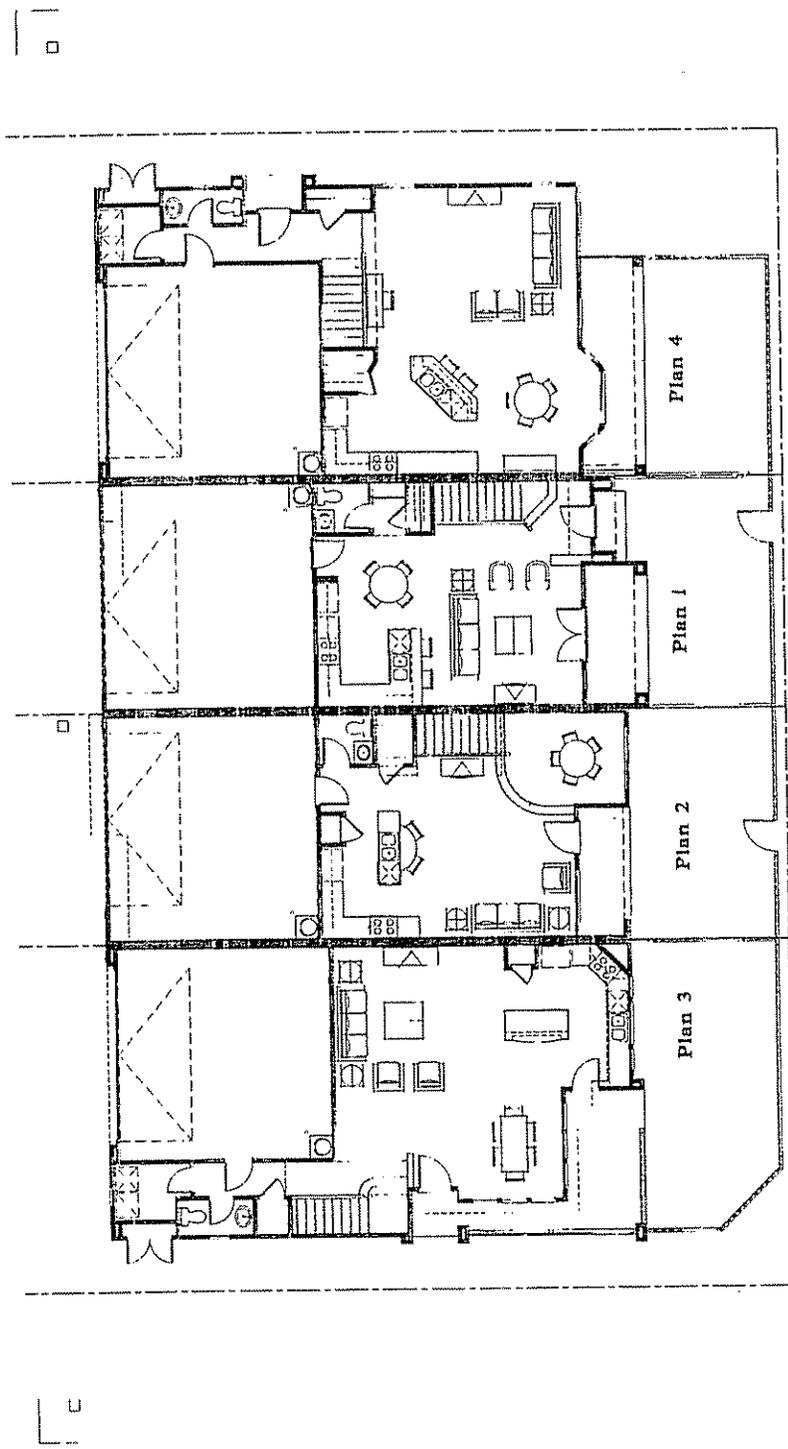
VILLAGE I
PARKEBRIDGE
Sacramento, California

Griffin Industries

KTYD NO. 1004-673

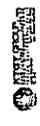
P04-212
REC'D 11-10-2004

Attachment 3.5 – Village 1 Four-plex Building First Floor



Conceptual Town Home Building Composite First Floor

VILLAGE I
PARKEBRIDGE
Sacramento, California



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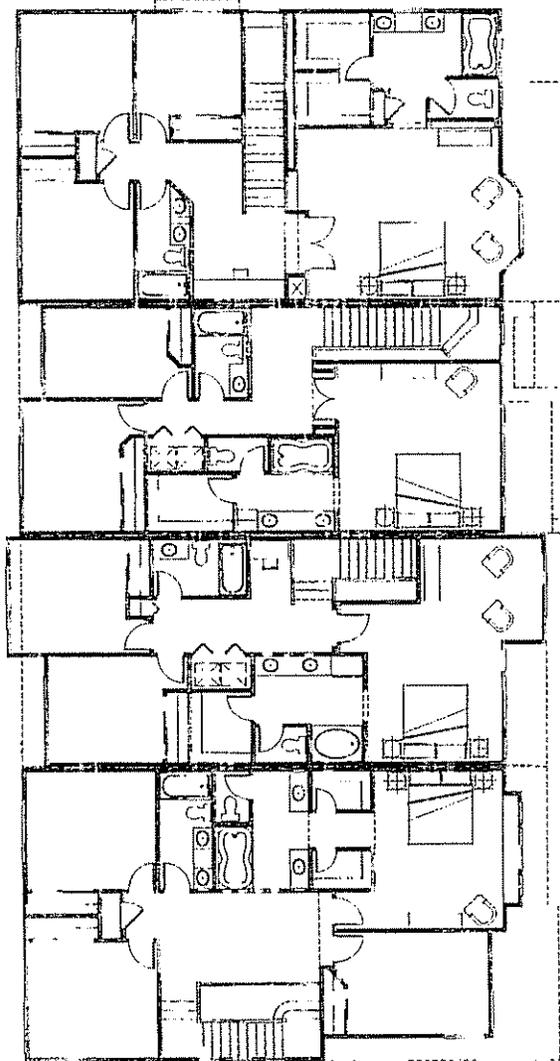
Griffin Industries

KTDY NO. 2004-075

P04-212

REC'D 11-10-2004

Attachment 3.6 – Village 1 Four-plex Building Second Floor



Plan 4

Plan 1

Plan 2

Plan 3

Conceptual Town Home Building Composite Second Floor

VILLAGE I
PARKEBRIDGE
Sacramento, California



Nov. 1, 2004

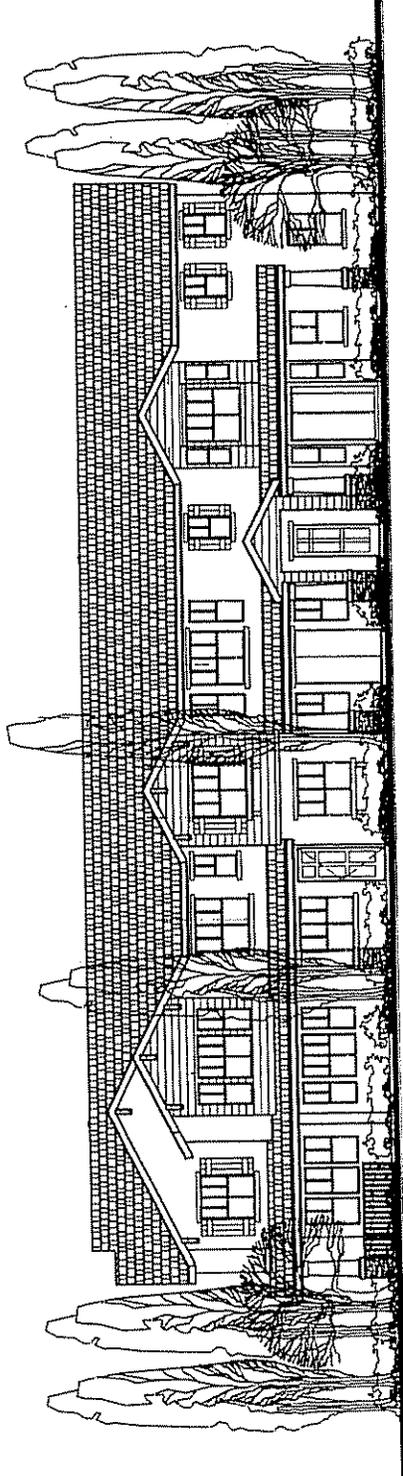
Griffin & Industries

KTOT NO. 2004-075

P04-212

REC'D 11-10-2004

Attachment 3.7 – Village 1 Four-plex Building Elevation



P04-212
REC'D 11-10-2004

Conceptual TownHome Front Elevation

VILLAGE I

PARKEBRIDGE

Sacramento, California

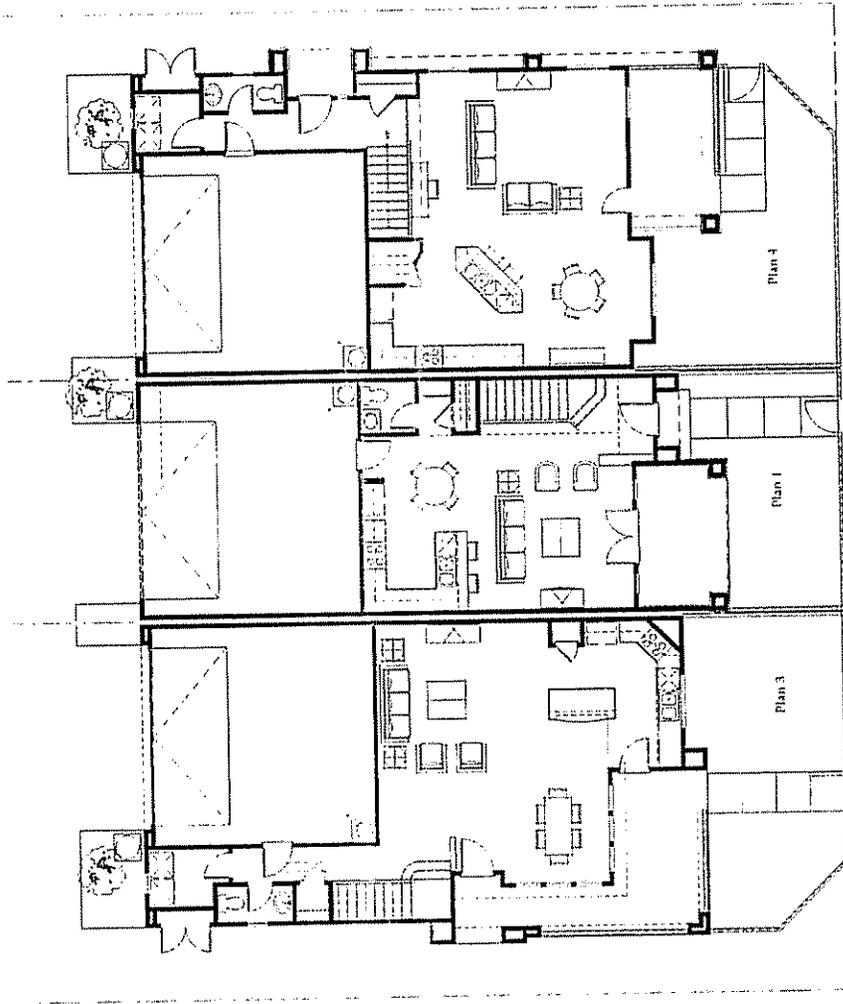


Nov. 8, 2004

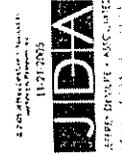
Griffin & Industries

□ KITV NO. 2004-47

Attachment 3.8 – Village 1 Three-plex Building First Floor

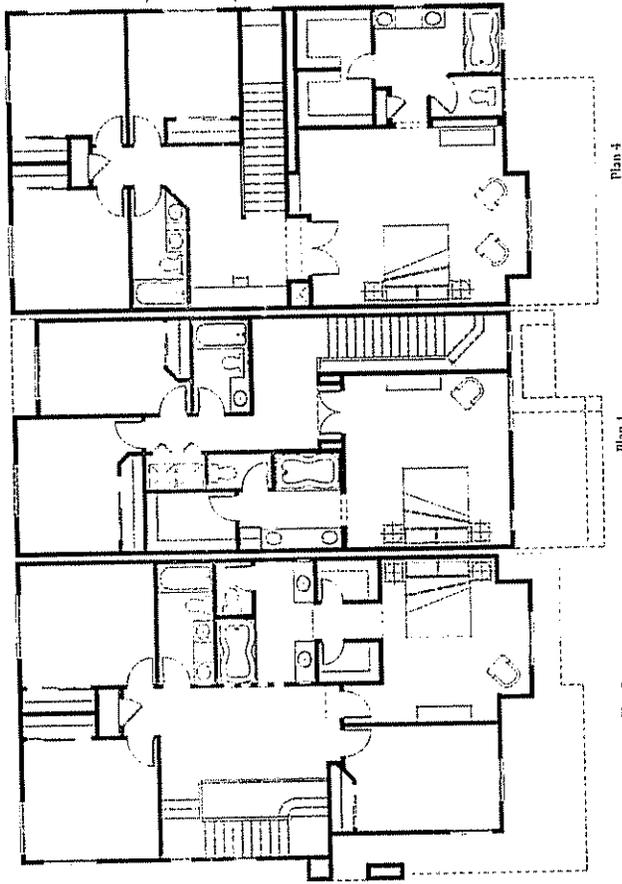


Conceptual TownHome Building Composite First Floor
VILLAGE I
PARKEBRIDGE
 Sacramento, California



Griffin Industries

Attachment 3.9 – Village 1 Three-plex Building Second Floor

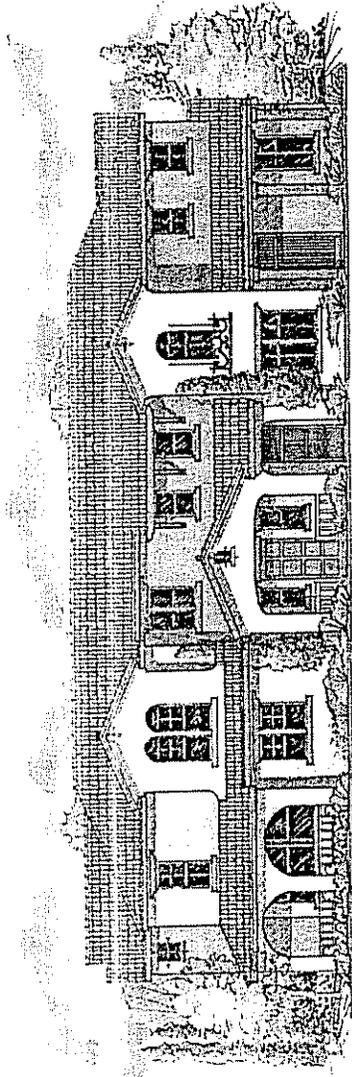


Conceptual TownHome Building Composite Second Floor
VILLAGE I
PARKEBRIDGE
 Sacramento, California



Griffin Industries

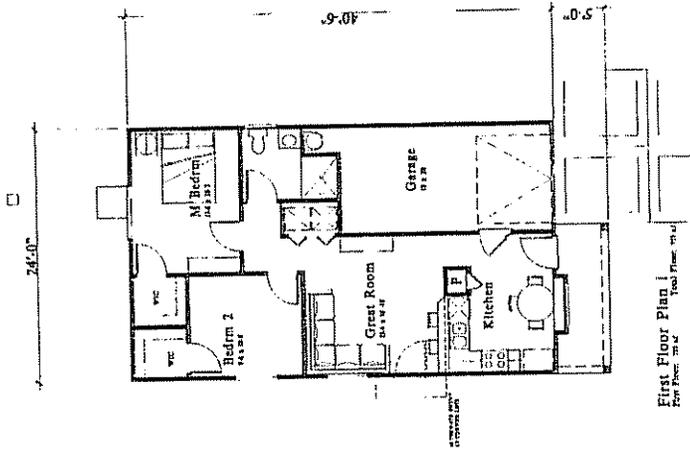
Attachment 3.10 – Village 1 Three-plex Building Elevation



VILLAGE I
PARKEBRIDGE
Sacramento, California

Griffin Industries

Attachment 4.1 – Village 2 Plan 1 Floor Plan



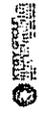
First Floor Plan 1
For Project No. 04-212

Conceptual Floorplan Plan 1

VILLAGE II
PARKEBRIDGE
Sacramento, California

Griffin Industries

Griffin Industries
KITBY NO. 1004-05

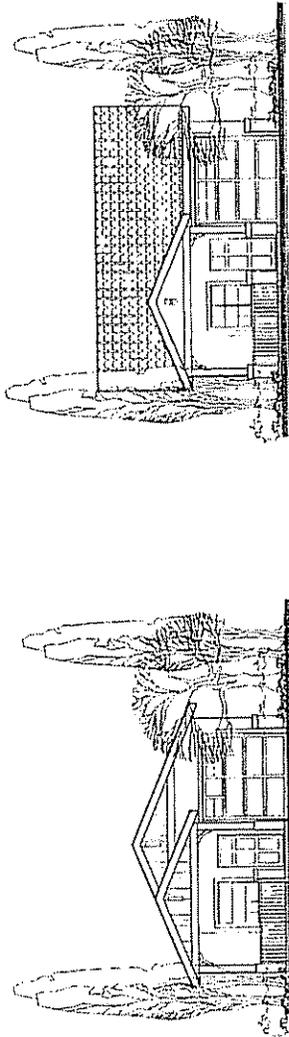


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No. 1, 2004

P04-212

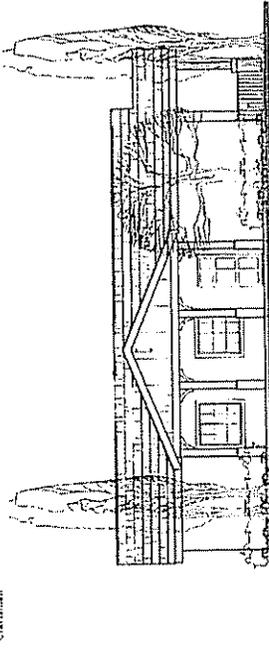
REC'D 11-10-2004

Attachment 4.2 – Village 2 Plan 1 Elevations



IC
Fresh Air Colonial

IA
Craftsman



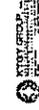
IA
Craftsman
Center Elevations

Conceptual Elevations - Plan 1

V I L L A G E II
P A R K E B R I D G E
Sacramento, California

Griffin Industries

KIBY NO. 2104-075

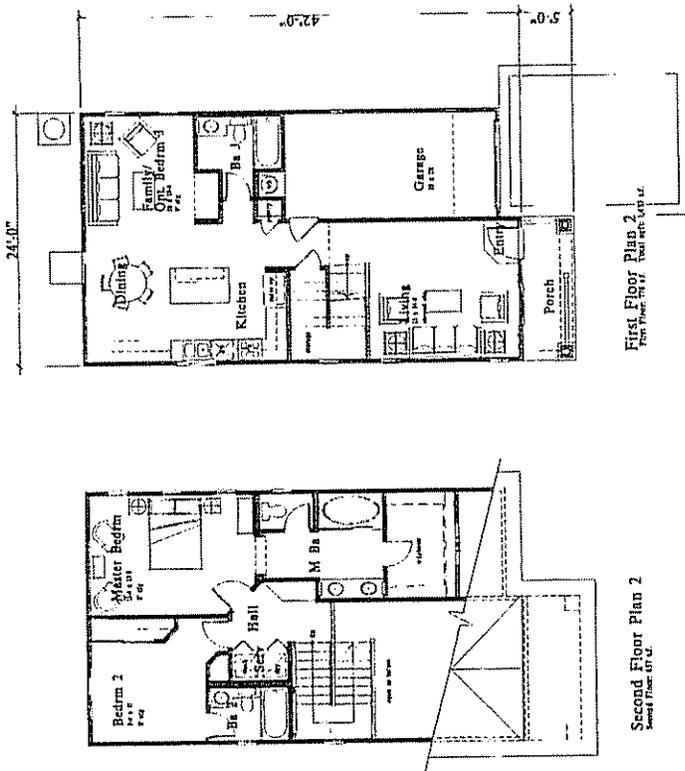


Nov. 1, 2004

P04-212

REC'D 11-10-2004

Attachment 4.3 – Village 2 Plan 2 Floor Plan



First Floor Plan 2
First Floor Plan 2

Second Floor Plan 2
Second Floor Plan 2



Nov. 1, 2004

Conceptual Floorplan Plan 2

VILLAGE II
PARKEBRIDGE
Sacramento, California

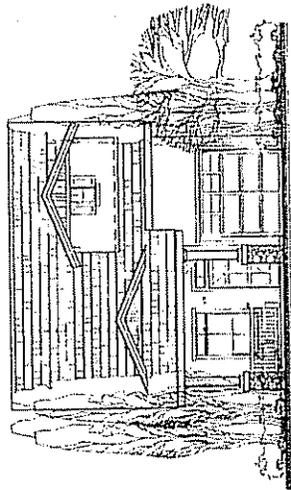
Griffin Industries

KT04 NO. 2004-073

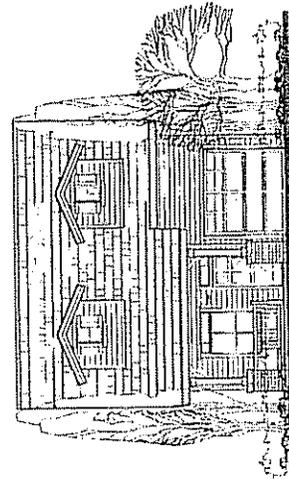
P04-212

REC'D 11-10-2004

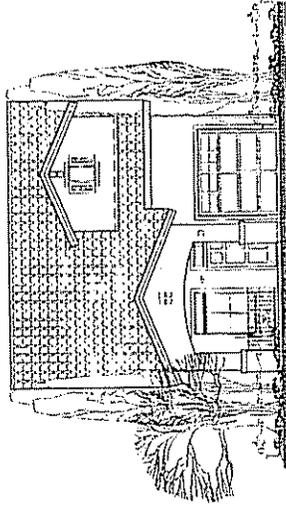
Attachment 4.4 – Village 2 Plan 2 Elevations



2A
Craftsman



2B
California Central



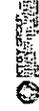
2C
Spanish Colonial

Conceptual Elevations Plan 2

VILLAGE II
PARKEBRIDGE
Sacramento, California

Griffin Industries

KTGY NO. 3094-673

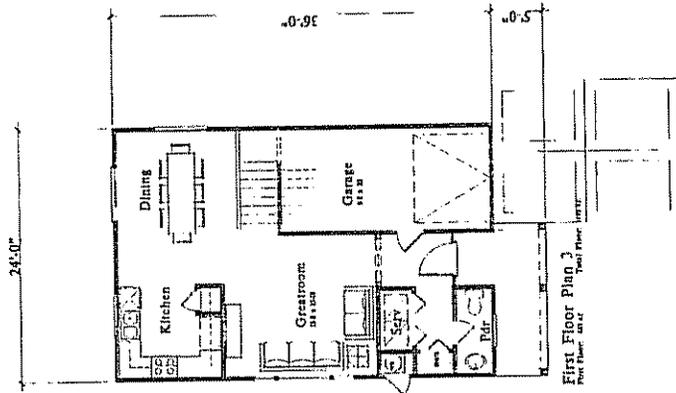


Rev. 1, 2004

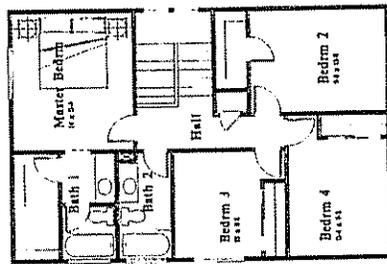
P04-212

REC'D II-10-2004

Attachment 4.5 – Village 2 Plan 3 Floor Plan



First Floor Plan 3
Total Floor Area: 1017 sq. ft.



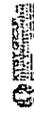
Second Floor Plan 3
Total Floor Area: 1017 sq. ft.

Conceptual Floorplan - Plan 3

VILLAGE II
PARKEBRIDGE
Sacramento, California

Griffin Industries

STUDY NO. 2004-675

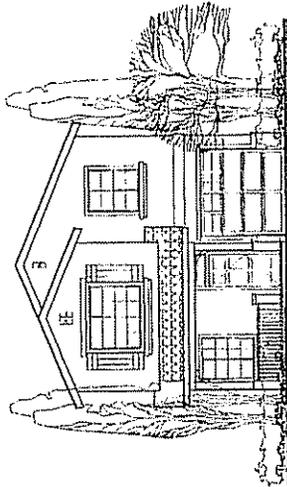


Nov. 1, 2004

P04-212

REC'D 11-10-2004

Attachment 4.6 – Village 2 Plan 3 Elevations



3C
South Elevation

Conceptual Elevation - Plan 3

VILLAGE II
PARKEBRIDGE
Sacramento, California

Griffin Industries

KIGY NO. 2004-035

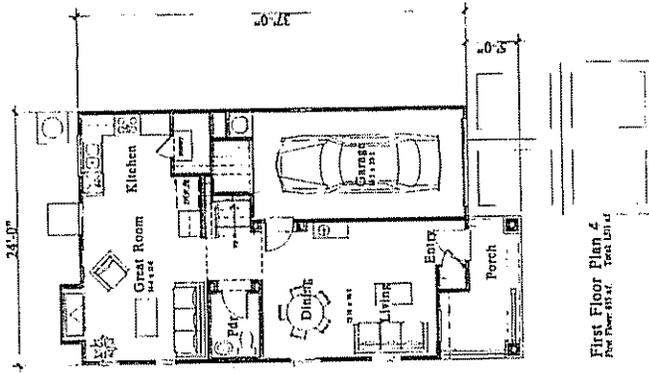


Nov. 1, 2004

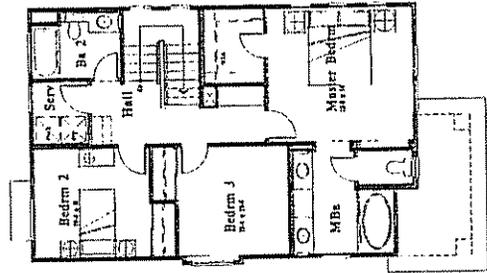
P04-212

REC'D 11-10-2004

Attachment 4.7 – Village 2 Plan 4 Floor Plan



First Floor Plan 4
First Floor: 85' x 7' Total: 151' x 1'



Second Floor Plan 4
Second Floor: 85' x 7' Total: 151' x 1'

Conceptual Floorplan Plan 4

VILLAGE II
PARKEBRIDGE
Sacramento, California

Griffin Industries

KTGY NO. 2004-615

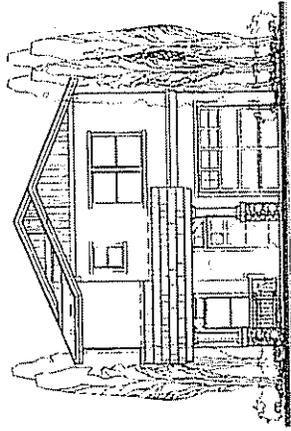


Rev. 1, 2004

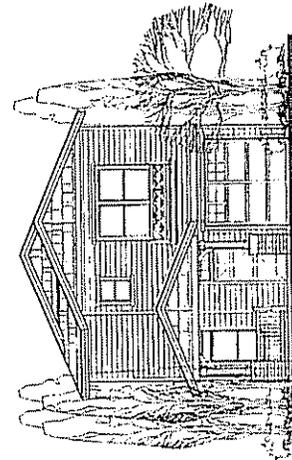
P04-212

REC'D 11-10-2004

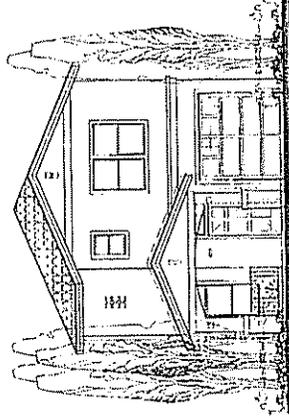
Attachment 4.8 – Village 2 Plan 4 Elevations



4A
California



4B
California County



4C
Spanish Colonial

Conceptual Elevations - Plan 4

VILLAGE II
PARKEBRIDGE

Sacramento, California

Griffin Industries

KT01 NO. 108473

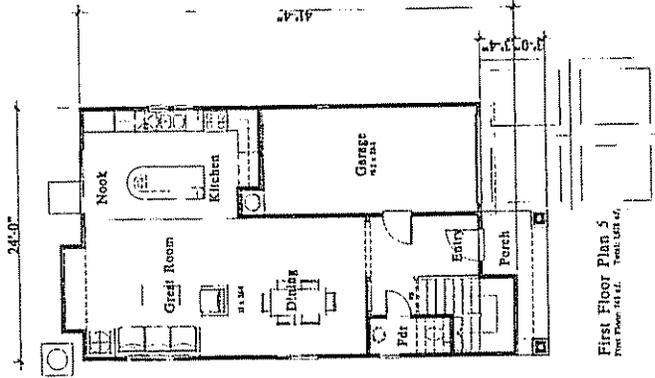


Nov. 1, 2004

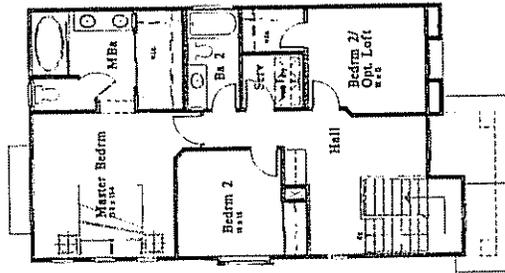
P04-212

REC'D 11-10-2004

Attachment 4.9 – Village 2 Plan 5 Floor Plan



First Floor Plan 5
First Floor: 141 s.f. Total: 141 s.f.



Second Floor Plan 5
Second Floor: 171 s.f.

Conceptual Floorplan, Plan 5

VILLAGE II
PARKBRIDGE
Sacramento, California

Griffin Industries

STUDY NO. 2004-075

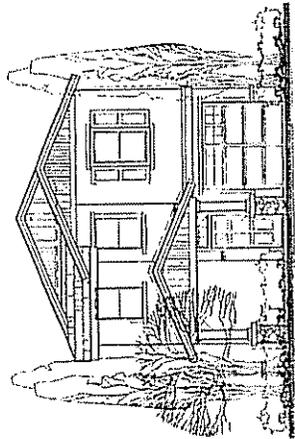


Nov. 1, 2004

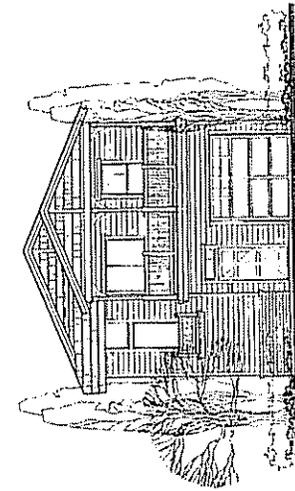
P04-212

REC'D 11-10-2004

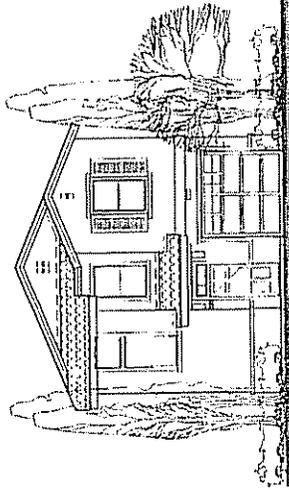
Attachment 4.10 – Village 2 Plan 5 Elevations



5A
Craftsman



5B
California Casual



5C
Spanish Colonial

Conceptual Elevations - Plan 5

VILLAGE II
PARKEBRIDGE
Sacramento, California

Griffin Industries

KTGY NO. 2004-073

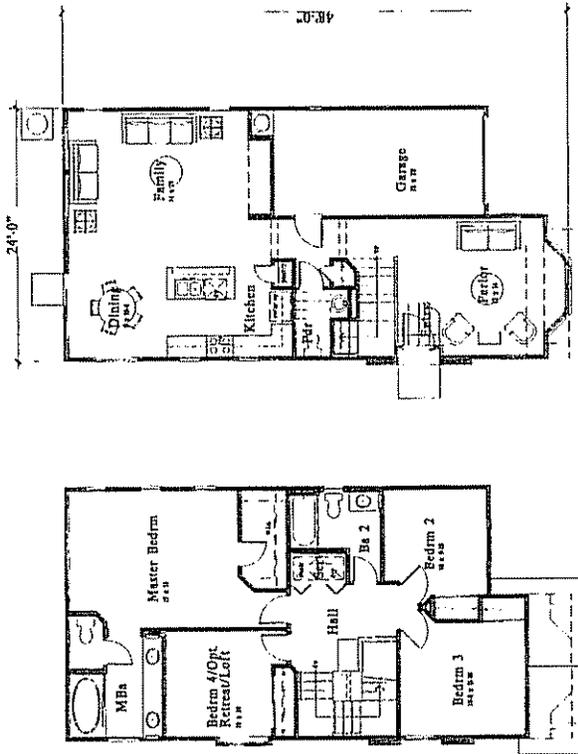


Nov. 1, 2004

P04-212

REC'D 11-10-2004

Attachment 4.11 – Village 2 Plan 6 Floor Plan



First Floor Plan 6
Per Plans 501-4, 1-6, 1-23, 1-5

Second Floor Plan 6
Per Plans 501-4, 1-6, 1-23, 1-5



Rev. 1, 2004

Conceptual Floorplan - Plan 6

VILLAGE II

PARKEBRIDGE

Sacramento, California

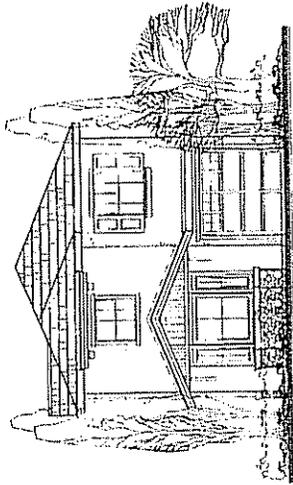
Griffin Industries

KTGY NO. 2004-675

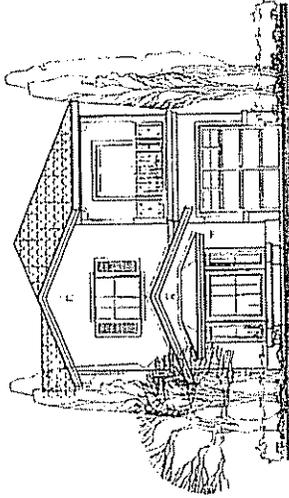
P04-212

REC'D 11-10-2004

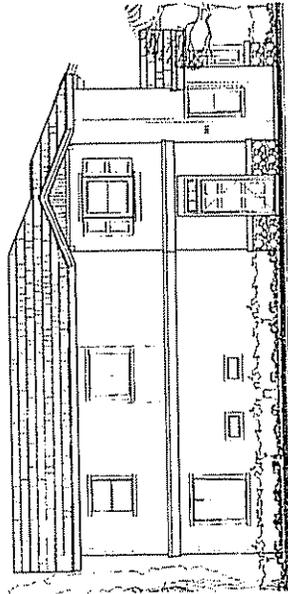
Attachment 4.12 – Village 2 Plan 6 Elevations



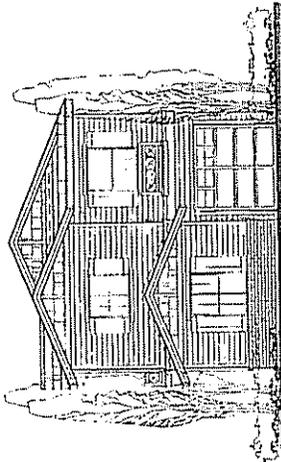
6A
California



6C
Spanish Colonial



4A
California
Center Elevation



6B
California
Corner

Conceptual Elevations - Plan 6

VILLAGE II
PARKEBRIDGE
Sacramento, California

Griffin Industries

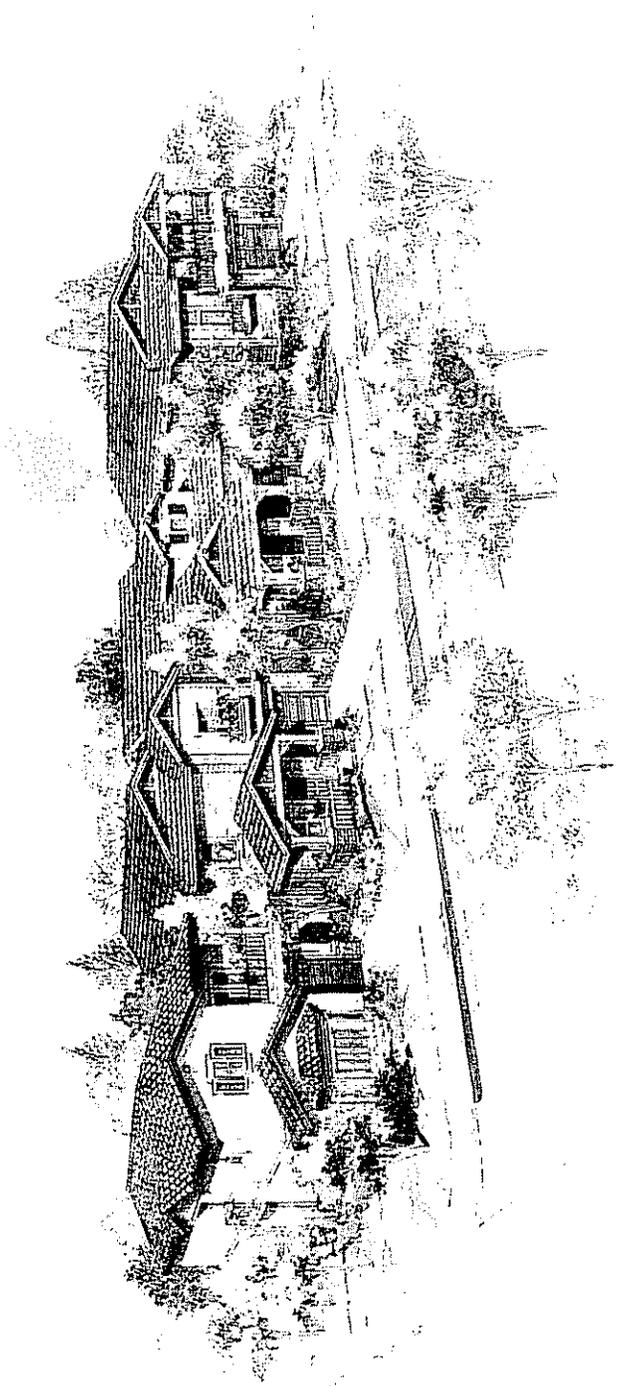
KTGY NO. 2004-072



Nov. 1, 2004

P04-212
REC'D 11-10-2004

Attachment 4.13 – Village 2 Street Scene



Conceptual Street Scene
VILLAGE II
PARKEBRIDGE
 Sacramento, California

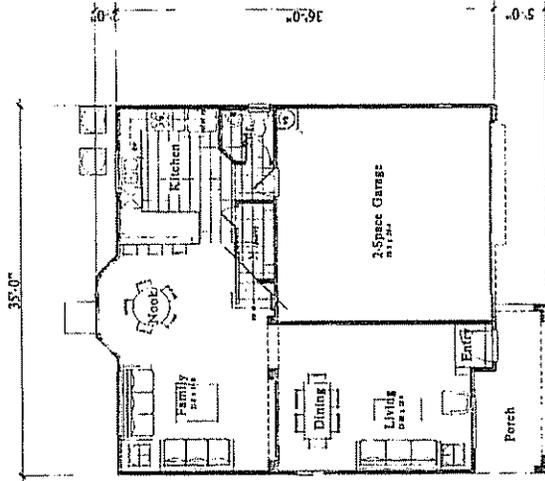
Griffin Industries
 KTGY NO. 2004675



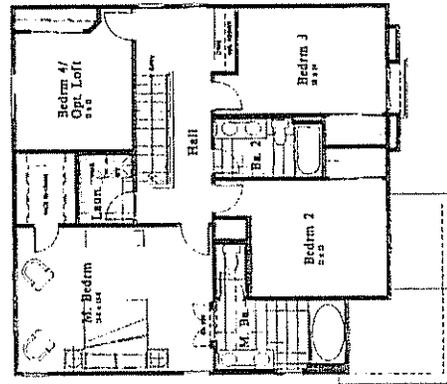
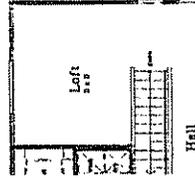
10/21/02

P04-212
 REC'D 11-10-2004

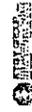
Attachment 5.1 – Village 3 Plan 1 Floor Plan



First Floor Plan I
Per Floor 1011, Text 1011 et



Second Floor Plan I
Per Floor 1011, Text 1011 et



Nov. 1, 2004

Conceptual Floorplan Plan I

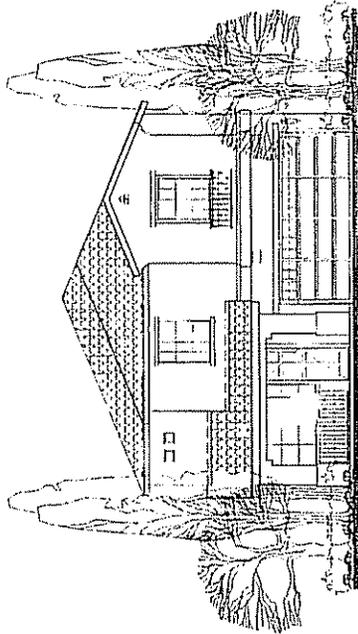
VILLAGE III
PARKEBRIDGE
Sacramento, California

Griffin Industries

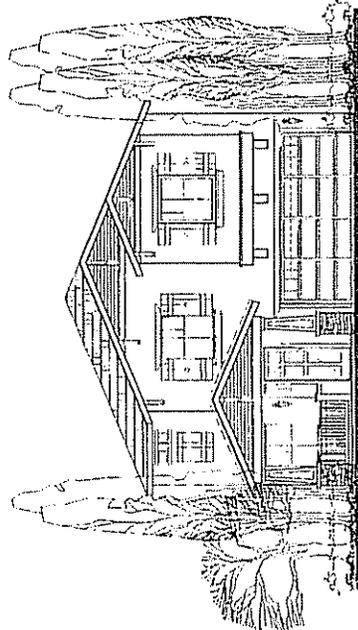
KEY NO. 2004-075

P04-212
REC'D 11-10-2004

Attachment 5.2 – Village 3 Plan 1 Elevations



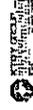
IC
Spanish Colonial



IA
Craftsman

Conceptual Elevations, Plan 1

VILLAGE III
PARKEBRIDGE
Sacramento, California



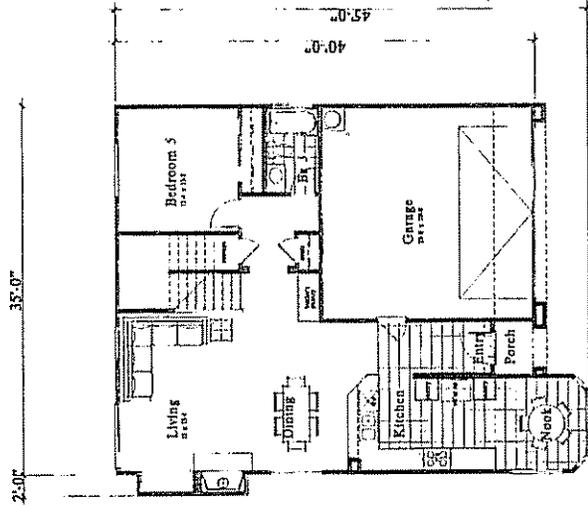
Ver. 1, 2004

Griffin Industries

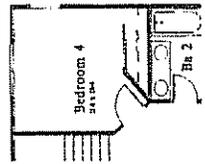
KT01 NO. 2004-073

P04-212
REC'D 11-10-2004

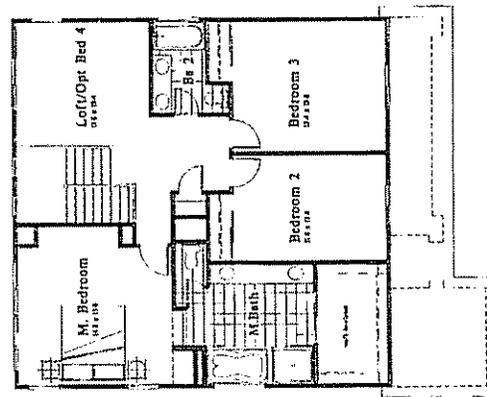
Attachment 5.3 – Village 3 Plan 2 Floor Plan



First Floor Plan 2
Sheet No. 101 of 101
Total Area: 2,190 sq. ft.



Bed 4 Option



Second Floor Plan 2
Sheet No. 102 of 101
Total Area: 1,570 sq. ft.

Conceptual Floorplan Plan 2

VILLAGE III
PARKEBRIDGE
Sacramento, California

Griffin Industries

KTBY NO. 2004-075

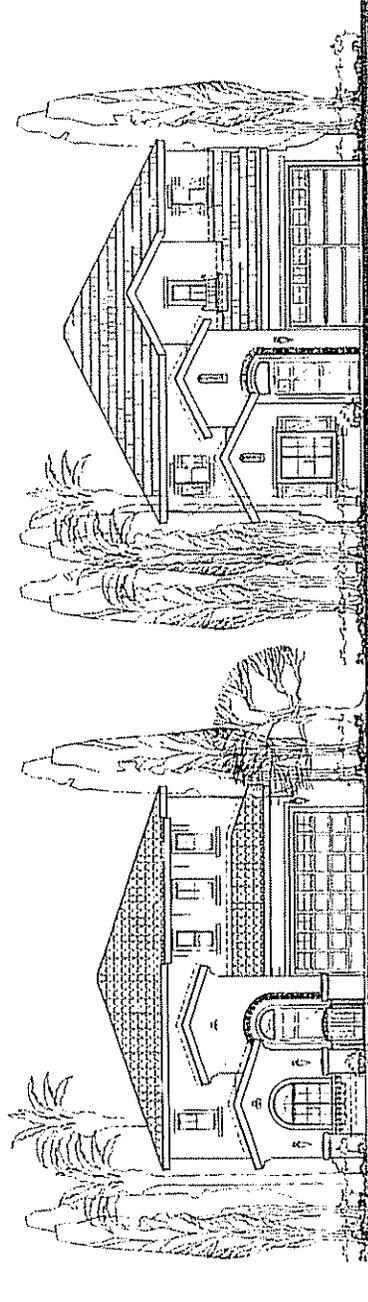


Nov. 1, 2004

P04-212

REC'D 11-10-2004

Attachment 5.4 – Village 3 Plan 2 Elevations



2D
French Country

2C
Spanish Colonial

Conceptual Elevations - Plan 2

V I L L A G E I I I

P A R K E B R I D G E

Sacramento, California



Nov. 1, 2004

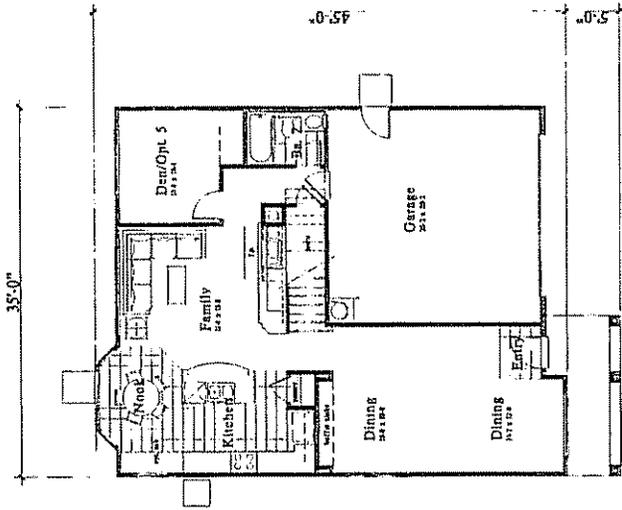
Griffin Industries

KEY NO. 2004-075

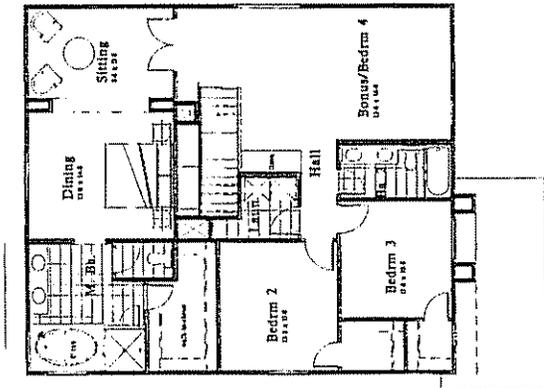
P04-212

REC'D 11-10-2004

Attachment 5.5 – Village 3 Plan 3 Floor Plan



First Floor Plan 3
Plan No. 2004-075



Second Floor Plan 3
Plan No. 2004-075

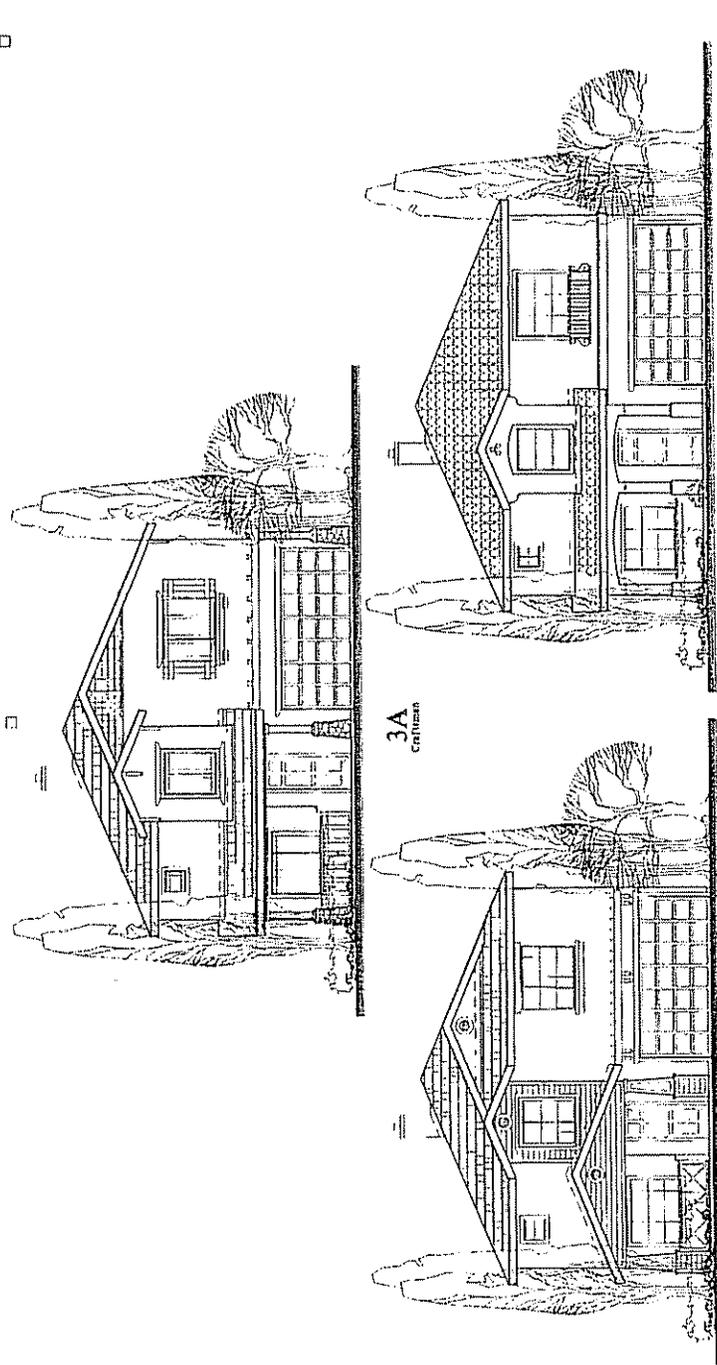
Conceptual Floorplan Plan 3

VILLAGE III
PARKEBRIDGE
Sacramento, California

Griffin Industries
KTY NO. 2004-075

P04-212
REC'D 11-10-2004

Attachment 5.6 – Village 3 Plan 3 Elevations



3A
Griffin

3C
Griffin Colleen

3B
California Carina

Conceptual Elevations - Plan 3
VILLAGE III
PARKEBRIDGE
 Sacramento, California



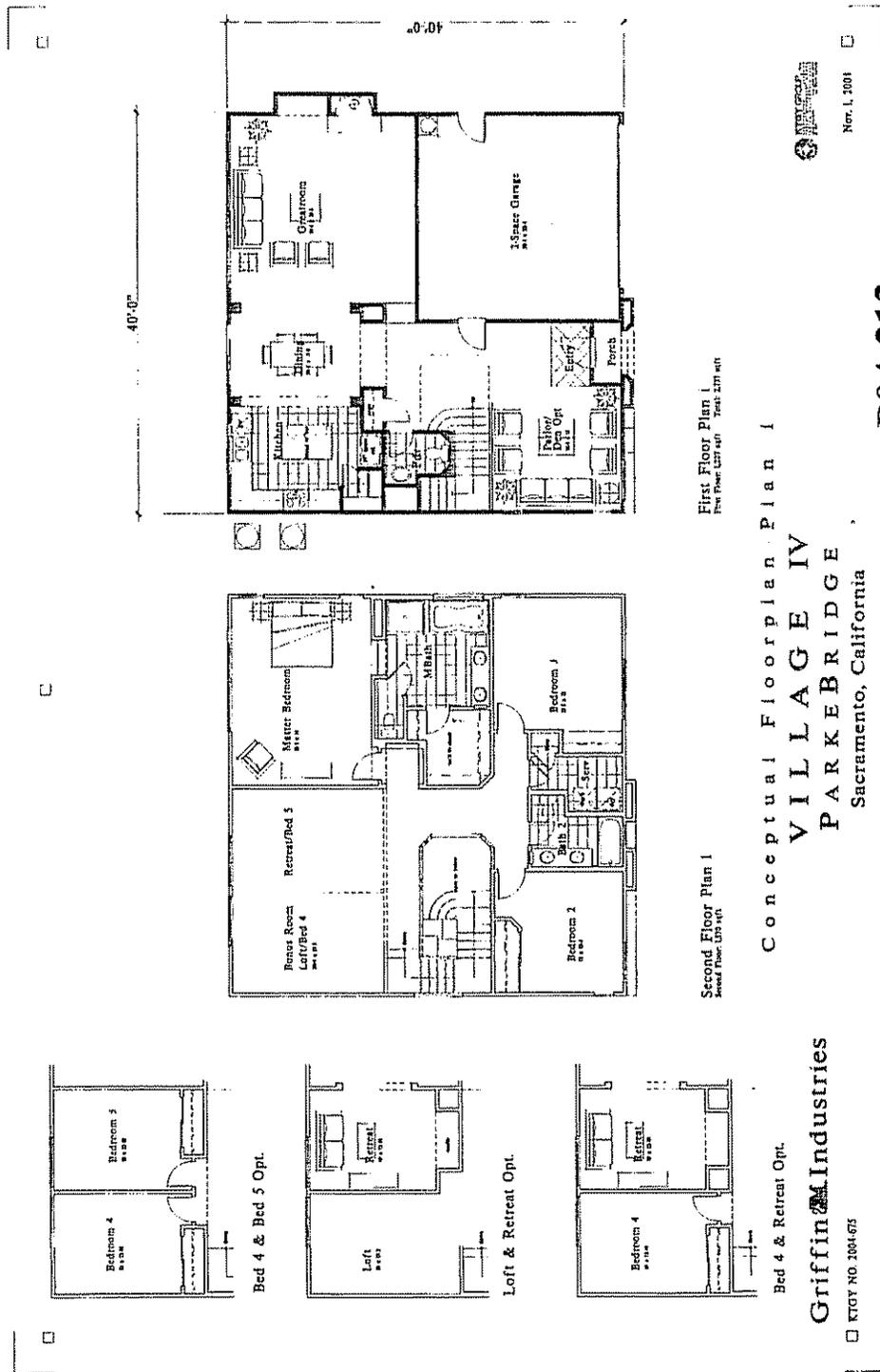
Nov. 1, 2004

Griffin Industries

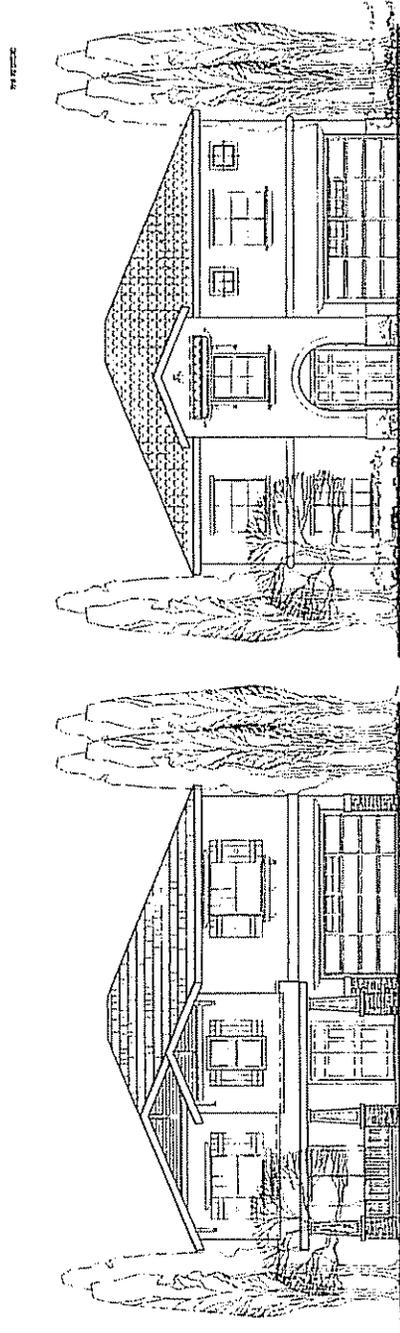
STUDY NO. 2004-573

P04-212
 REC'D 11-10-2004

Attachment 6.1 – Village 4 Plan 1 Floor Plan



Attachment 6.2 – Village 4 Plan 1 Elevations



2A
Craftsman

2C
Spanish Colonial

Conceptual Elevations - Plan 1

VILLAGE IV
PARKEBRIDGE
Sacramento, California

Griffin Industries

KT01 NO. 2004-675

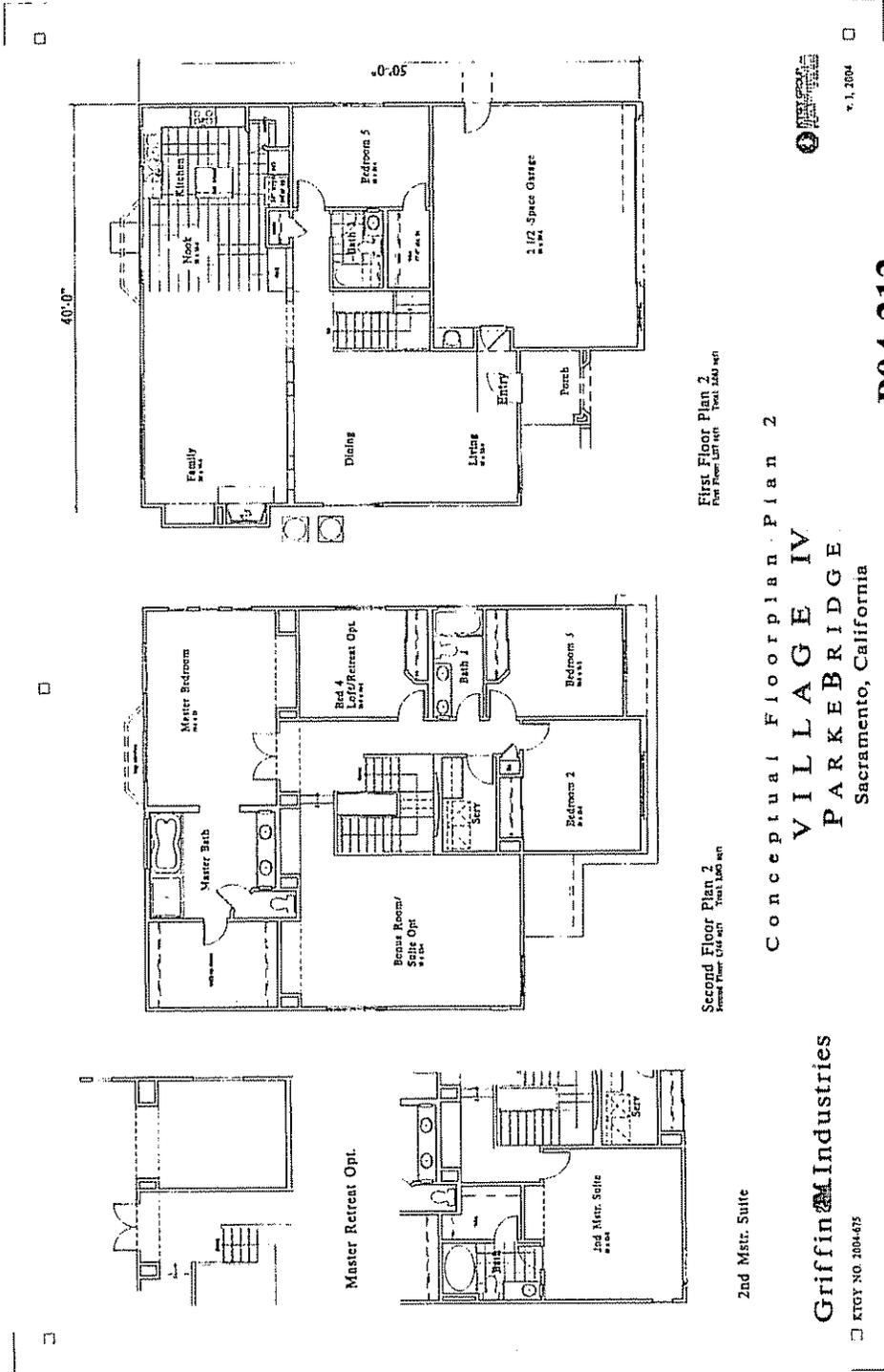


Nov. 1, 2004

P04-212

REC'D 11-10-2004

Attachment 6.3 – Village 4 Plan 2 Floor Plan



First Floor Plan 2
 Part From Lot 1411 Tract 2004 1st

Second Floor Plan 2
 From From Lot 1411 Tract 2004 1st

2nd Mstr. Suite

Conceptual Floorplan Plan 2

VILLAGE IV
 PARKEBRIDGE
 Sacramento, California

Griffin Industries

KTGY NO. 2004-675

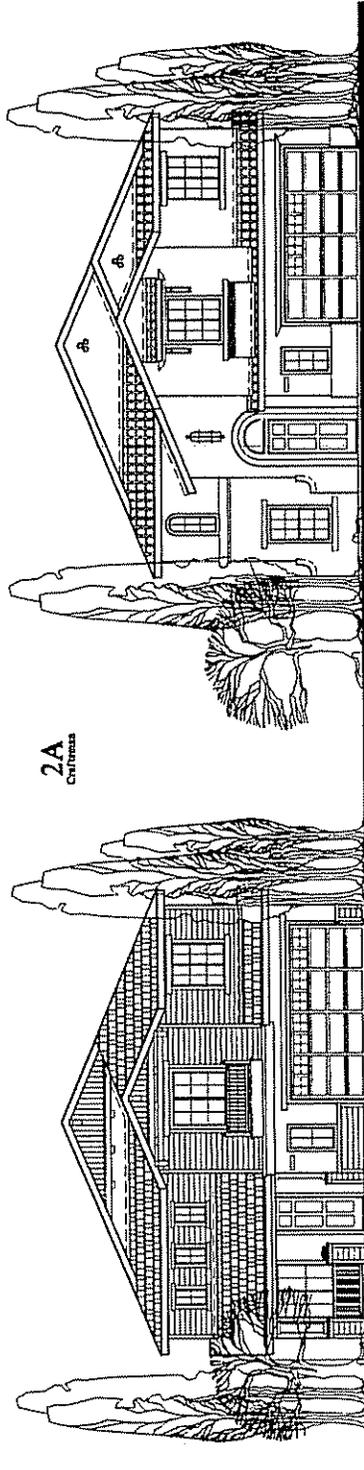
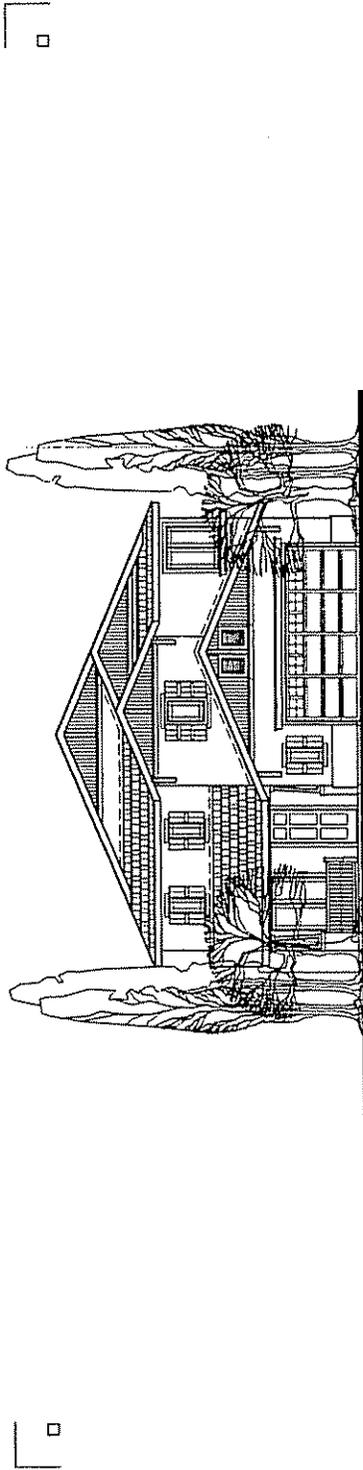


1.1.2004

P04-212

REC'D 11-10-2004

Attachment 6.4 – Village 4 Plan 2 Elevations



2C
FRONT

Conceptual Elevations - Plan 2

VILLAGE IV

PARKEBRIDGE

Sacramento, California

2B
CALIFORNIA COUNCIL

Griffin Industries

KTDF NO. 2004-075

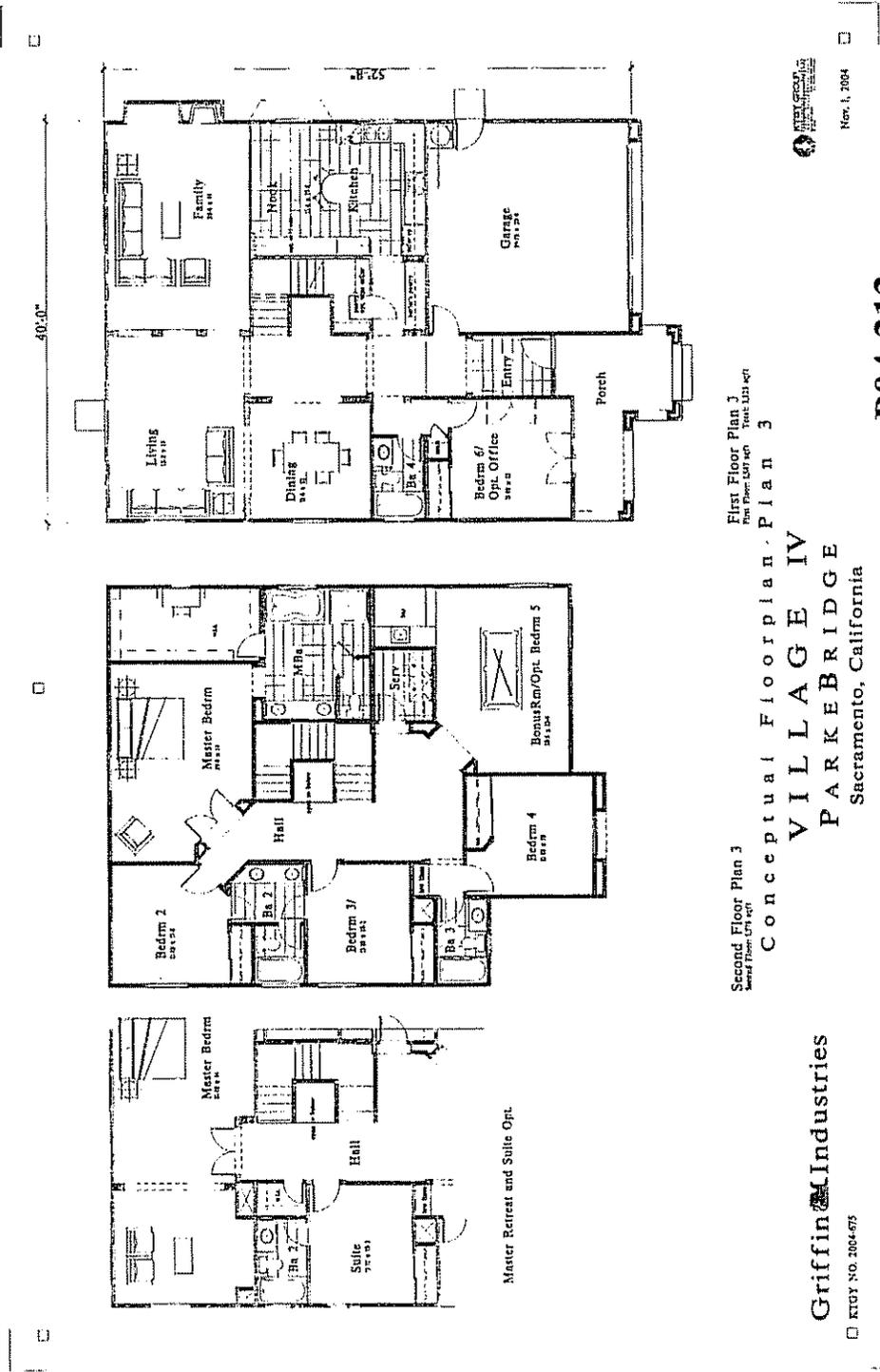


Nov. 9, 2004

P04-212

REC'D 11-10-2004

Attachment 6.5 – Village 4 Plan 3 Floor Plan



First Floor Plan 3
Nov. 1, 2004

Second Floor Plan 3
Nov. 1, 2004

Master Retreat and Suite Opt.
Nov. 1, 2004

Conceptual Floorplan - Plan 3

VILLAGE IV
PARKEBRIDGE
Sacramento, California

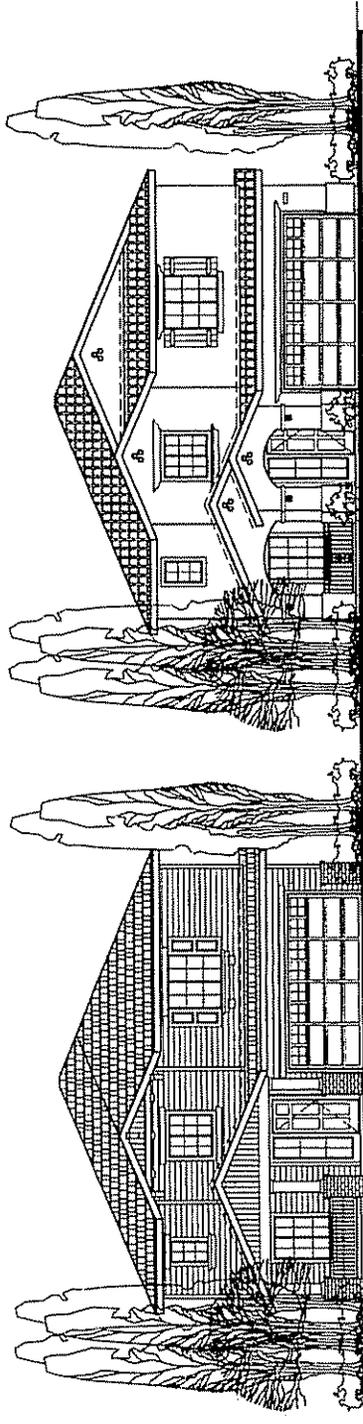
Griffin Industries
KEY NO. 2004-075



Nov. 1, 2004

P04-212
REC'D 11-10-2004

Attachment 6.6 – Village 4 Plan 3 Elevations



3B
California Coastal

3C
French

P04-212

REC'D 11-10-2004

Conceptual Elevations - Plan 3

VILLAGE IV

PARKEBRIDGE

Sacramento, California

Griffin Industries

KTBY NO. 1004-075



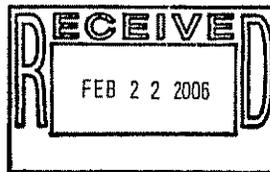
Nov. 9, 2004



Attachment 7 – Health Risk Assessment

Griffin Industries

February 17, 2006



Tom Buford
Associate Planner
City of Sacramento, Development Services Department
Environmental Planning Services
North Permit Center
2101 Arena Boulevard, Second Floor
Sacramento, CA 95834

Re: ParkeBridge Development EIR

Dear Tom,

Attached is a copy of an air quality study that Griffin Industries had prepared by EIP. This study analyzes the potential health risks to the residents of our proposed residential development located on the south side of I-80 between Truxel and Northgate Avenues in the City of Sacramento. This project is known as the ParkeBridge development and is currently pending tentative map approval and environmental impact report approval before the City.

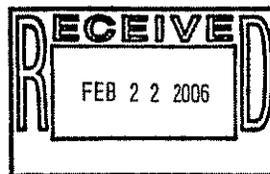
It should be understood that the study was prepared at the suggestion of the Sacramento Metropolitan Air Quality Management District. However, the methodology and tools used to prepare the study were at the sole discretion of EIP with no direction from the SMAQMD. While a copy of the results have been provided to SMAQMD for their review, they do not at this time have an established method for studying this type of project and can therefore neither support nor oppose the conclusions of the study.

Griffin offers this report to the City as additional information concerning the environmental impacts of the proposed project. It is our hope that this information will aid in the City's decision-making process concerning this project.

Respectfully,

John Griffin
Division President
Griffin Industries

24005 Ventura Boulevard • Calabasas, CA 91302 • 818/591-2500 • Fax 818/591-0087
Northern California Division: 4200 Duckhorn Drive • Sacramento, CA 95834 • 916/515-0171 • Fax 916/515-0175



January 30, 2006

Mr. Richard K. Deason
Counselor at Law
200 N. Westlake Blvd., Suite 105
Westlake Village, CA 91362

Technical Memorandum: Calculated Health Risk from Diesel Particulate Matter Generated by Truck Traffic on Interstate 80: the area Southeast of the Intersection of Truxel Road and Interstate 80 in Sacramento, California.

The following memorandum has been revised to clarify the methodology used in the preparation of this risk assessment, at your request. The conclusions have not changed from those in the original memorandum. This memorandum supersedes the memorandum dated December 8, 2005.

1. Background

The California Air Resources Board (CARB) was established to attain and maintain healthy air quality and conduct research into the causes of and solutions to air pollution. Among the pollutants that CARB monitors are toxic air contaminants (TACs). TACs are of concern because long-term exposure to them is associated with a significant increase in cancer risk in the exposed population. The estimated average carcinogenic risk from all TAC exposures in California (based on a 70-year cumulative exposure to all the average annual TAC concentrations) is about 750 chances in a million of developing some form of cancer. However, this risk can vary considerably from area to area within the state. For example, the average carcinogenic risk from TACs in some parts of Los Angeles is well over 1,000 chances in a million, while in less industrialized areas, like Roseville, it is closer to 500 chances in a million.¹

CARB has identified many different chemical compounds as TACs, but most researchers believe that diesel particulate matter (DPM), a residual product of the burning of diesel fuel, accounts for the majority of cancer risk from airborne TACs in California.² This is due not only to the particular toxicological properties of DPM, but because diesel is widely used by a great many stationary and mobile sources throughout the State.

To help local governments make informed land use decisions that take into account the proximity of common TAC sources and the likely carcinogenic risks associated with resultant TAC exposures,³

¹ *Roseville Rail Yard Study*; California Air Resources Board, October 14, 2004; page 8.
² *California Almanac of Emissions and Air Quality - 2005 Edition (Chapter 5)*; California Air Resources Board.
³ *Air Quality and Land Use Handbook: A Community Health Perspective*; California Air Resources Board, April 2005; Introduction.

EIP ASSOCIATES 1200 SECOND STREET, SUITE 200 SACRAMENTO, CALIFORNIA 95814

Telephone 916.325.4800 Facsimile 916.325.4810 E-mail plandmrsh@eipassociates.com

www.eipassociates.com

Mr Richard K. Deason
December 8, 2005
Page 4

other TACs would be additive. However, as stated above, according to CARB, mobile sources generate approximately 91 percent of the TAC emissions in the air basin. Consequently, while there would be other mobile TAC sources in the vicinity of the subject site, the 16,341 daily truck trips along I-80 would represent the majority of mobile TAC risk in the area, because highways carry substantially more truck traffic than local streets. Therefore, it is likely that even with the additive effect of other TAC sources, the TAC risk at the subject site would be within the average for the SVAB.

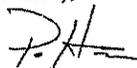
ISCST3 modeling also indicates that increasing the distance between receptors and the freeway at this site would reduce the risk from TACs, although not by a substantial amount.

5. Conclusion

The calculated risk for the project site from DPM emissions from trucks on I-80, and thus for mobile source TACs at the project site, is less than the estimated risk for the SVAB as a whole.

If you have any questions or concerns regarding this technical memorandum, please feel free to call me at (916) 325-4800.

Sincerely,



Patrick Hindmarsh
Senior Project Manager