# Commerce Station

## Planned Unit Development (PUD) Guidelines

City of Sacramento, California

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# COMMERCE STATION PLANNED UNIT DEVELOPMENT GUIDELINES









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## 1. Introduction

### 1.1 Location and Context

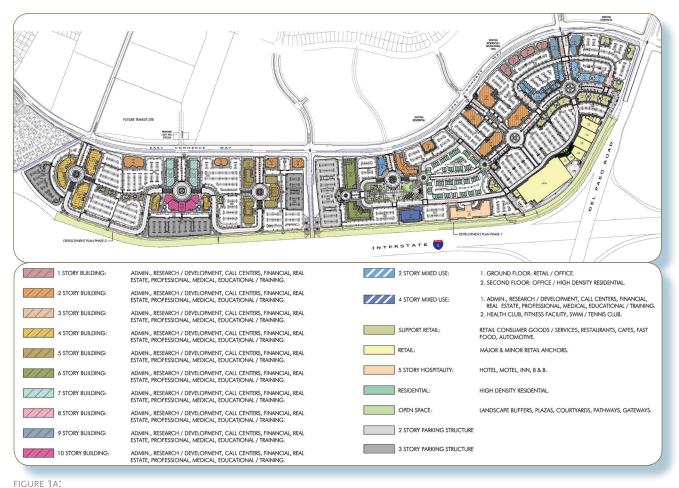
The Commerce Station Planned Unit Development (PUD) is located in the northwestern portion of the North Natomas Community Plan area. It is bordered on the west by Highway 99 and Interstate 5, to the south by Del Paso Road, to the east by East Commerce Way, and to the north by residential uses within the adjacent Natomas Creek PUD (see Figure 1A).

The Commerce Station PUD comprises approximately 202-acres emphasizing employment generating land uses, specifically EC-50, EC-65 and EC-80. In addition, regional commercial and open space uses will be accommodated in the SC and A-OS Zones.

The vision for Commerce Station focuses on innovative planning and quality architecture that is responsive to the unique natural setting of the site, a strong employment base, and the creation of walkable neighborhoods that are well-integrated internally while maintaining an effective connection to the surrounding community.

## 1.2 Goals and Objectives

The Commerce Station PUD strives to achieve four primary goals. Each of these goals will be pursued using specific design objectives.



COMMERCE STATION CONCEPTUAL LAND USE PLAN

The goals and objectives for the project are as follows:

- Implement the goals and objectives of the North Natomas Community Plan.
- 2. Create visually interesting, integrated, pedestrianfriendly mixed-use neighborhoods that promote smart growth principles.
  - Maintain a high quality of life and create charm and character for the emerging neighborhoods.
  - Emphasize the creation of spaces and places that encourage social interaction and foster community pride and support.
  - Utilize a consistent set of design elements throughout the PUD to unify the area visually and enhance property values.
- 3. Provide for a variety of employment generating uses in an attractive and functional setting.
  - Provide an integrated development theme while still permitting flexibility in the location and development of businesses to respond to changing market conditions and realize the City's goals for job creation and a healthy economic climate.
  - Implement design standards that encourage design innovation and flexibility.
- 4. Capitalize on the strategic location of the PUD by maximizing the opportunities created by the roadways and public transportation corridor serving the site.

- Create an image that is appropriate for the northern gateway to the City of Sacramento from Highway
   99 and Interstate 5.
- Locate commercial uses to maximize visibility, and provide strategically located employment generating uses to complement major circulation elements and the future Downtown-Natomas-Airport light rail extension.
- Encourage the use of current and future public transportation through site design that emphasizes convenient transit access and use.
- Develop appropriate linkages to surrounding neighborhoods.

To achieve these goals, this comprehensive set of PUD Design Guidelines has been created for the project. They are formulated in a flexible manner to provide creative solutions to a variety of design opportunities and challenges.

## 1.3 Purpose and Intent

The PUD Design Guidelines define the necessary criteria to create a quality, vibrant and cohesive design for Commerce Station. Each development/project will be required to demonstrate how it meets the intent of these Design Guidelines. This approach to design values creativity and allows for multiple solutions to each design challenge. Flexibility and innovation are strongly encouraged.

The PUD Design Guidelines include both mandatory standards and recommendations providing a framework for the systematic development of Commerce Station.

These Design Guidelines will ensure that development within the PUD will implement the PUD's goals, objectives, and policies. The Design Guidelines influence the community's visual character and integrity by establishing high standards for planning, design, landscaping and signage throughout the PUD.

These Guidelines are intended as a supplement to existing City Ordinances and shall prevail when different from other applicable City Ordinances.

## 1.4 Relationship to Approved Documents

Development within the Commerce Station PUD and the authority of these PUD Guidelines as applicable land use and development regulations, is strictly subject to, and limited by, the Schumacher Development Agreement (City Agreement #99-162). A copy of the Schumacher Development Agreement is attached hereto in the Appendix as Exhibit A.

The Schumacher Development Agreement vests the land use and development regulations applicable to development of Commerce Station to those land use and development regulations in place at the time the Schumacher Development Agreement was executed on September 28, 1999.

The land use and development regulations subject to these vested rights include, but are not limited to, the following:

- The City of Sacramento General Plan
- The North Natomas Community Plan
- The City of Sacramento Subdivision Ordinance
- The City of Sacramento Zoning Code
- All other Ordinances, Resolutions, Rules, Regulations and Policies in place at the time the Agreement was executed, which govern or regulate land use and/or development in the North Natomas Community Plan area.

All references to specific land use and development regulations within the this document are intended to reflect those land use and development regulations as they existed at the date the Schumacher Development Agreement was executed in 1999.

Therefore, except as otherwise provided in the Schumacher Development Agreement, to the extent any future changes in the land use and development regulations adopted by the City purport to be applicable to development within Commerce Station, but are inconsistent with the terms and conditions of the Schumacher Development Agreement, the terms and conditions of the Schumacher Development Agreement shall prevail.

Unless the parties to the Agreement (or their successors in interest) mutually agree to amend or modify the Schumacher Development Agreement, nothing in these PUD Guidelines is meant to abrogate that Agreement, or the 1999 land use and development regulations vested by that Agreement.

# 2. Land Use Development Standards

## 2.1 Concept and Land Uses

This section provides the development standards for the project's office, retail, residential, park and open space land uses.

A level of flexibility and creativity is envisioned for the implementation of the development standards described in this section. Given the dynamic nature of potential uses and the evolution of building types and configurations, a homogeneous design approach is not desirable or practical for this project. Such an approach would limit the ability to accommodate variety in overall design and might inhibit creativity in developing a project with a strong sense of place.

As such, these development standards are intended to be read in concert with the Land Use Design Guidelines outlined in Section 3 of this PUD. Where development standards are intended to provide minimum criteria for project development (i.e. building setbacks. building heights, lot coverage, etc.), design guidelines are intended to allow for flexibility and creative implementation of these standards. Therefore, it is critical to the implementation of this PUD that these standards and design guidelines be used in conjunction with each other to ensure compliance with the intent of the Commerce Station PUD.

The overall design concept for the Commerce Station PUD is the development of three distinct neighborhoods identified as "The Village," "Park Place," and "The Exchange" as depicted in Figure 2A. The intent of this design concept is to establish consistency within each neighborhood while enabling and achieving design diversity. Although thematically distinguishable and of varying land use intensities, these neighborhoods are intended to function as an integrated whole with generally consistent land uses and development patterns.

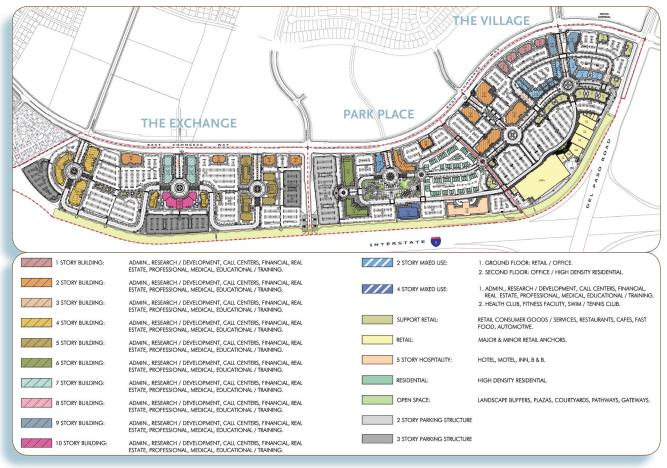


FIGURE 2A:
COMMERCE STATION NEIGHBORHOOD PLAN

The Land Use Plan illustrates the general intent of Commerce Station to create an integrated mixture of land uses based upon compatibility, accessibility, and economic trends. The intent of the Land Use Plan is to regulate the overall intensity of development throughout the PUD. The distribution of land uses within the Commerce Station PUD is illustrated in Figure 2B.

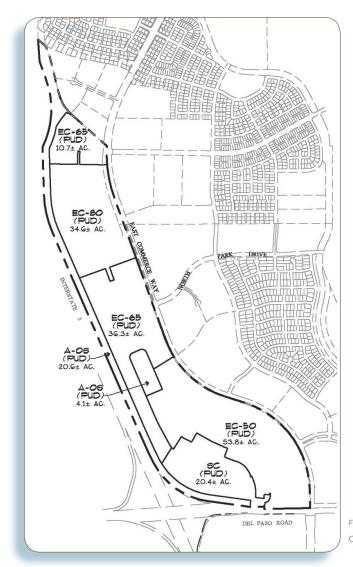


FIGURE 2B:
COMMERCE STATION LAND USE PLAN

# 2.2 Employment Center (EC-50, EC-65, EC-80)

Employment Center land uses are provided for throughout the Commerce Station PUD. Development intensitites and uses shall be consistent with the EC-50, EC-65 and EC-80 land use designations outlined by these development standards.

#### **PERMITTED USES**

Permitted uses within the EC-50, EC-65 and EC-80 land use designations shall be consistent with the uses identified in Section 17.56.030 of the Sacramento Municipal Code to the extent this section is consistent with the Schumacher Development Agreement (City Agreement #99-162).

#### **DEVELOPMENT STANDARDS**

A range of employment center building types are envisioned for the Commerce Station PUD. With the exception of the height regulations outlined in Table 2.1, the Sacramento City Zoning Code Development Standards applicable to employment center development shall apply.

TABLE 2.1: BUILDING HEIGHT REGULATIONS

Land Use	BUILDING USE TYPE	Махімим	
Designation		BUILDING HEIGHT	
EC-50			
Primary	Office	2-Stories	
	Office/Support Retail	2-Stories	
Non-Primary	Support Retail	1-Story	
	Residential/Support Retail	2-Stories	
EC-65			
Primary	Office	6-Stories	
	Office/Support Retail	4-Stories	
Non-Primary	Structured Parking	3-Stories	
	Support Retail (Hotel)	5-Stories	
EC-8o			
Primary	Office	10-Stories	
	Structured Pkg.	3-Stories	
Non-Primary	Support Retail	1-Story	

# 2.3 Regional Retail / Shopping Center (SC)

Regional retail/shopping center uses comprise a key component of the overall development of the Commerce Station PUD. These uses are focused on the southern end of the project site and are intended to maximize the benefits of the project's adjacency to the existing Interstate 5/Del Paso Road Interchange.

#### **PERMITTED USES**

Permitted uses within the SC land use designations shall be consistent with the uses identified in Section 17.24 of the Sacramento Municipal Code to the extent this section is consistent with the Schumacher Development Agreement (City Agreement #99-162).

#### **DEVELOPMENT STANDARDS**

A range of retail building types are also envisioned for the Commerce Station PUD. With the exception of the height regulations outlined in Table 2.2, the Sacramento City Zoning Code development standards applicable to regional retail and shopping center development shall apply.

TABLE 2.2: BUILDING HEIGHT REGULATIONS

Land Use	Building Use Type	Махімим
Designation		BUILDING HEIGHT
SC		
Primary	Retail	1-Story

## 2.4 Residential

Residential uses are permitted as primary uses within up to twenty-five (25) percent of the Commerce Station PUD.

Development standards for residential uses within Commerce Station shall be consistent with the development standards outlined in the Shea Homes Commerce Station PUD Residential Development Standards and Design Guidelines (attached hereto in the Appendix, identified as Exhibit B), and incorporated herein by reference.

To the extent the Shea Homes Commerce Station PUD Residential Development Standards and Design Guidelines provides standards for other uses, they shall only be applicable to the geographic area identified in Figure 2C.

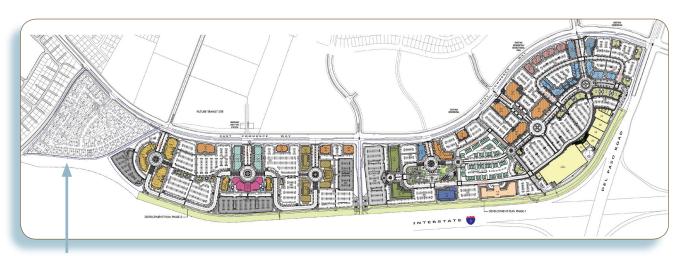


FIGURE 2C: SHEA HOMES DEVELOPMENT GEOGRAPHIC AREA

## 2.5 Park / Open Space (A-OS)

The Commerce Station PUD is designed to include Park and Open Spaces (A-OS) uses to provide an aesthetically enhanced separation from the Interstate 5/Highway 99 transportation corridor, pedestrian and bicycle connectivity, as well as more traditional neighborhood park amenities to serve the residents and employees within and adjacent to the project's boundaries. As such, Parks and Open Spaces within the Commerce Station PUD consist mainly of the Neighborhood Plaza Park and the Freeway Buffer along Interstate 5/99.

In addition, although not separately designated by a distinct land use designation, development within the Commerce Station PUD is intended to include small public spaces within the individual neighborhoods and are generally addressed in this section because of their similarity in purpose for the development.

### **PERMITTED USES**

Permitted uses within the A-OS land use designations shall be consistent with the uses identified in Section 17.24 of the Sacramento Municipal Code to the extent this section is consistent with the Schumacher Development Agreement (City Agreement #99-162).

#### **DEVELOPMENT STANDARDS**

#### 1. FREEWAY BUFFER

- along the western border of the Commerce Station PUD along Interstate 5/99. This buffer will provide a physical and visual separation between the freeway and adjacent employment center and shopping center land uses. The buffer is intended to provide a parkway-style entry for Interstate 5/99 travelers approaching the City of Sacramento. For the business and retail establishments within the PUD, the buffer will provide some visual screening and detachment from the freeway. The buffer is not intended to obscure or eliminate views of the land uses within the PUD from Interstate 5/99 motorists.
- The freeway buffer shall be located adjacent to the Interstate 5/99 right-of-way. It shall be a minimum of one hundred (100) feet wide.
- The primary use of the freeway buffer shall be to provide an attractively landscaped corridor to serve as a backdrop for Commerce Station and to enhance views into the area from the freeway.



MULTI-USE TRAIL



LANDSCAPE CORRIDOR



ENHANCED FREEWAY BUFFER



URBAN PARK

- Permitted uses within the freeway buffer are: landscaping, recreational trails and equipment, and public infrastructure facilities, rights-of-way and easements.
- The freeway buffer shall be funded, owned and maintained according to the provisions of the North Natomas Financing Plan.

#### 2. NEIGHBORHOOD PLAZA PARK

The Commerce Station Neighborhood Plaza Park is an essential element of the Commerce Station PUD. Located amongst mixed-use and commercial centers, and in the heart of the community, this passive park creates a place for excellent connectivity within the community. It is a perfect spot for residents to socialize, congregate and recreate. The Park Plaza is designed to create a sense of place by expressing unique characteristics of the development's multifaceted neighborhoods for a variety of uses and experiences. Accommodating these user groups, promoting interaction within local and community wide districts as well as enhancing the recreational, educational and cultural life of the PUD community are all assigned roles of the Plaza Park.

The Commerce Station Park shall include large urban spaces to be used to display public art or a farmer's market. In addition, the park shall provide multiple secluded areas for office park users and the like to read a book, bring a lunch or otherwise enjoy a more tranquil space. Specific program elements designed for this park shall include the following: a main entrance plaza located adjacent to the parking structure; a large festival plaza with ample seating for large farmer's market type events in the center of the park; a hardscape picnic area adjacent to the residential district that includes an interactive water feature, a rose garden and openair shade structures; a large promenade walk that travels through the middle of the park connecting the main entrance plaza, the amphitheatre and the picnic area; a large grove of evergreen conifer trees to help give vertical identity to the park amidst the many multi-story buildings.



COMMERCE STATION PARK
CONCEPTUAL PERSPECTIVE

• The main entrance plaza is characterized by a welcoming information kiosk in the center of a large open walkway ideal for congregating. The kiosk shall complement the architectural materials and style of the surrounding buildings. The other elements of the entrance plaza will include hard surfaces of concrete paving and interlocking pavers; site furniture; and raised and ground level planters. Key features shall be up-lighted with ground mounted landscape fixtures.



ENTRY PLAZA AND INFORMATION KIOSK



TRELLIS ELEMENT



PLAZA SPACE



TERRACED SITTING STEPS



OPEN AIR SHADE ELEMENT

- The festival plaza located in the center of the park shall have open trellis elements incorporated throughout to help define edges and offer transitions into other park areas. Size of the festival plaza shall be determined on the ability to comfortably accommodate large groups, temporary booths and festival tents. Adjacent to the festival plaza near the main entry shall be two additional gathering spaces that offer opportunities for meeting, gathering, sitting, observing or being observed. The larger of the two spaces shall be stepped down about three (3) feet with terracing steps, seat walls and planter walls. This space is meant to offer some elevation separation within the park at the same time providing an additional semiprivate space for small groups. In contrast, the smaller of the two spaces shall use similar steps, seat walls and planter walls that terrace up to a maximum height of three (3) feet, offering a vertically distinct space for users to gather or sit and people watch.
- The promenade walk shall be a minimum of ten (10) feet wide and be constructed of an attractive yet contrasting hardscape material of either colored and stamped concrete or interlocking pavers. The promenade walk shall act as the central artery of traffic through the park starting from the entry plaza and ending at the picnic area at the opposite end of the park.

At the terminus of the promenade walk shall be an interactive water feature that is back dropped by the rose garden adjacent from the residential district. This feature will offer sculptural qualities for passive appreciation as well as active recreation for all ages. The tranquil splashing noises of the water feature are meant to filter noise from the possible active events occurring within the park and soften the impact of nuisances upon the residential units nearby. Next to the water feature shall be paved picnic areas with three open-air shade elements fit more for an urban style setting such as tension-fabric or canopy structures. Picnic tables, benches and drinking fountains of complementary style and character are to be located under and around these shade structures.



INTERACTIVE WATER FEATURE



SHADE STRUCTURE



PROMENADE WALK



OPEN TURF AREA

• A large turf area placed next to the picnic nodes will provide a manicured park-like feel to be used for more informal and leisurely intended outings. Opposing the turf area, a large grouping of evergreen conifer trees with an under-story of decomposed granite shall help provide shade and provide a hint of a more natural landscape within this urban park setting. Landscape plantings within the park will be layered with uniform ground covers of flowering and evergreen plant material, massings of flowering shrub material in two or more layers, accent tree plantings of flowering species strategically placed in key areas, and a row of shade trees to line the outer perimeter of the park. (see Figure 2D).



FIGURE 2D:
COMMERCE STATION NEIGHBORHOOD PLAZA PARK CONCEPTUAL LANDSCAPE PLAN

## 3. PLAZAS/SMALL PUBLIC SPACES

The Commerce Station PUD will feature a number of outdoor plazas and adjoining spaces throughout the different neighborhoods. Although these spaces are not specifically designated as 'open space' it is anticipated that they will be utilized by visitors and users in similar ways that designated parks or open space areas are. Connectivity and social interaction of mixed-use sites and surrounding districts is a key objective for the design of these spaces. For specific guidelines of how these public spaces are to be designed refer to the corresponding sub-sections in Section 7 "Landscape and Streetscape" of this document.



COMPLEMENTARY MATERIALS,
FORMS AND COLORS



# 3. Land Use Design Guidelines

This section provides the design guidelines for the projects employment center and retail components and is intended to address architectural, massing and site design issues associated with development within the PUD. Design guidelines for the project's circulation and parking (Section 4), lighting (Section 5), landscape and streetscape (Section 6), and signage and graphic (Section 7) components are provided in those referenced sections.

As noted at the outset, the design guidelines in this and subsequent sections of the Commerce Station PUD are intended to be used in conjunction with the development standards outlined in Section 2. When taken together, these design guidelines are intended to encapsulate the "vision" that establishes the broad character of the Commerce Station PUD and provide for the flexible and creative implementation of the minimum development standards identified in Section 2.

## 3.1 Purpose and Intent

The purpose of these design guidelines is to foster an orderly and aesthetically pleasing development of high quality architecture that provides diversity utilizing a consistent architectural vocabulary.

The Commerce Station PUD consists of three distinct neighborhoods identified as "The Village", "Park Place" and "The Exchange". The intent of this design theme

is to establish consistency within each neighborhood while enabling and achieving design diversity. Consistent themes, materials, colors, and building orientations shall apply to the design of building sites, and supporting circulation systems within each neighborhood. The design of the PUD is intended to be visually interesting and compatible with adjacent and nearby land uses.

The Commerce Station PUD is intended to cultivate a culture of commerce, entertainment, housing, recreation, and open space that together create a community-centric development that is less about a single purpose, and more about human interaction, human scale, and complete and balanced neighborhoods.

To give the development urban character, Commerce Station incorporates horizontally and vertically stacked buildings that accommodate support retail, office, restaurant and entertainment uses at the ground level, and office and/or residential uses on the floors above. The integration of multi-level complexes with street/pedestrian-oriented uses creates a vibrant interaction that mimics the warmth and feel of a traditional downtown.

Landscaped exterior gathering spaces, sidewalks and pedestrian plazas add to the vibrant, walkable, interactive community. Giving equal weight to pedestrians and automobiles, parking nodes and decks should be strategically located to be less obtrusive, yet integrated, to provide the convenience and linkages to The Village, Park Place and The Exchange neighborhoods.

## 3.2 Neighborhood Zones

#### **NEIGHBORHOOD 1: THE VILLAGE**

Located at the southern one-third of the PUD, The Village generally includes EC-50, SC and A-OS land use designations. Its location, at the intersection of Del Paso Road and East Commerce Way, and generally adjacent to the Del Paso Road Interchange, provides a key opportunity to showcase the high quality image found throughout the entire development. This neighborhood is intended to integrate the traditional lines of identity and establish a sense of place that is about quality, interaction and timelessness.



The low-rise, low-density concept integrates retail, support retail, restaurant, office, loft residential and entertainment uses into a cohesive neighborhood that offers consumers and users an upscale experience and sense of character. The mixed-uses offer an opportunity for uniqueness utilizing contemporary planning strategies and design techniques. The heart of this neighborhood is a traditional Main Street, which should be scaled and designed around pedestrians, not cars. In addition, development within The Village neighborhood (and throughout the PUD) is intended to incorporate parking nodes that are integrated and complementary to the buildings fronting on the streets, while placing a strong value on the creation of people spaces and intimate environments. The palette of exterior building materials should include metal, glass, masonry, concrete, stucco, stone and wood.

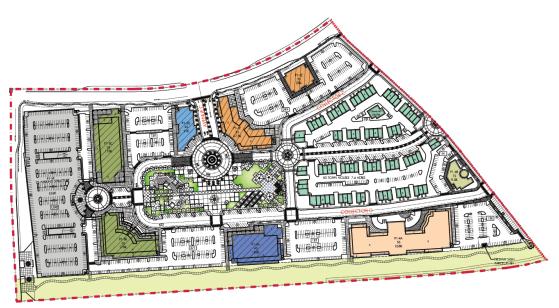


FIGURE 3B: NEIGHBORHOOD 2
"PARK PLACE" SCHEMATIC PLAN

#### **NEIGHBORHOOD 2: PARK PLACE**

Located at the center of the PUD, Park Place generally includes EC-50, EC-65 and A-OS land use designations. Its geography extends to the EC-50 and SC Zones to the south, freeway buffer adjacent to I-5 (A-OS Zone) to the west, EC-65 and EC-80 areas to the north, and East Commerce Way to the east.

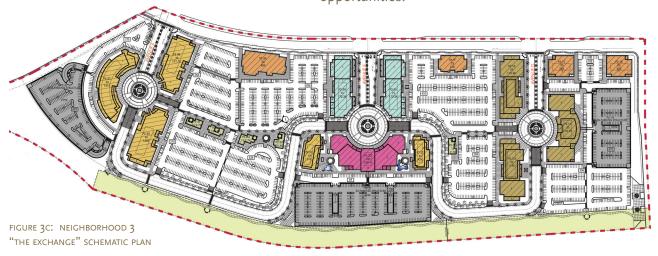
The goal of this medium-density neighborhood is to create a sophisticated, transitional environment of multi-story buildings of varying mass and heights accommodating uses such as hospitality, restaurants, recreation, support retail, office and medium- to high-density residential. The buildings within Park Place are intended to surround the neighborhood's unique feature, Plaza Park.

Class A, mid-rise office, loft and garden style spaces should dominate development within the Park Place neighborhood. The design of the primary buildings, those in excess of 15,000 square feet, should consist of a pedestrian friendly base, a well-articulated middle and a top, complemented by a distinctive entrance. The palette of exterior building materials should include metal, glass, masonry, concrete, stucco, stone and wood.

### NEIGHBORHOOD 3: THE EXCHANGE

Located at the northern one-third of the PUD, The Exchange generally includes EC-65, EC-80, and A-OS land use designations. The area begins at the proposed El Centro Road vehicular bridge, and extends in a northerly direction to the light rail right-of-way, East Commerce Way to the east, and freeway buffer adjacent to I-5 to the west.

This neighborhood has uses and characteristics in common with the other neighborhoods, but reflects a greater density and intensity of office uses, integrated with retail, support retail and restaurants at street level, and office and residential uses occupying the higher floors. The Exchange comprises two(2) to ten (10) story buildings and provides significant employment opportunities within proximity of the proposed Downtown-Natomas-Airport light rail line. In addition, single-story buildings link the clusters of work centers providing retail, restaurant and gathering opportunities.



The three neighborhoods differ in scale, function and design reflecting the sense and character of each neighborhood. Differing architectural styles are encouraged throughout the Commerce Station PUD by utilizing a defined palette of materials including precast concrete, masonry, stone, glass, metal, stucco and a variety of ornamentation.

## 3.3 General Design Guidelines

Each of the neighborhoods shall utilize the following general design guidelines to provide diversity while maintaining a consistent architectural vocabulary.

## BUILDING FORM, MASSING, SCALE AND PROPORTION

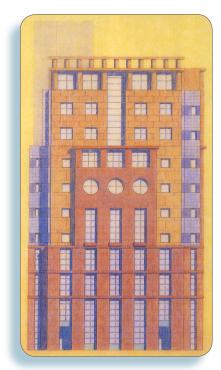
- Buildings in each of the neighborhoods shall incorporate typical architectural elements such as window openings, entries, cornices, banding, trellises, awnings and architectural ornamentation to provide visual interest, minimize mass and complement the character and sense of place.
- Buildings fronting onto streets are to be pedestrian-friendly and similar in scale and mass to buildings typically found on downtown streets.
   Building facades provide the interface between the built environment and the public realm.
   Architectural elements shall be used to create interest, substance, and a sense of permanence, and should be complementary to the human-scale.



ARCHITECTURAL ELEMENTS CREATE
VISUAL INTEREST



STACKING, BANDING, AND ERODING OF BUILDING ELEMENTS



WELL-ARTICULATED FACADES RESULT IN HARMONIUS AND INTERESTING SCALED BUILDINGS.

- Building forms should be eroded to vary the building mass.
- Architectural elevations should employ the
   "Golden Proportion" (1:1.618) in the design of
   major building elements, window and door frames,
   columns or other vertical elements. Multiple uses
   of the Golden Proportion in the design of buildings
   will create a subtle sense of continuity despite
   different building materials and styles.
- Large dominating structures shall be broken up by creating horizontal emphasis through the use of trim, awnings, eaves, windows, architectural ornamentation, a combination of complementary colors, and landscape elements.
- Large expanses of walls shall be articulated with a combination of small and well-defined sections, architectural detailing, color and/or composition of façade elements.
- Multi-story buildings shall have a window line on the upper floors.
- Wall surfaces in buildings less than fifty(50) feet in height shall avoid running in one continuous direction greater than one hundred (100) feet without an articulation feature such as a pilaster, offset, or change of color or material.

#### **EXTERIOR BUILDING FACADES**

- All exterior façade elements shall reflect a coordinated design concept, including expression of building function, structure and scale.
- The base of the building shall be anchored by the use of materials and color. Complementary materials and colors shall be used above the base.
- Walls adjacent to a walkway shall include glass, trellises, wall articulation, wainscot, arcades, and changes in materials or other features to ensure visual diversity and proper scale. Architectural detailing of each wall at ground level shall integrate with the landscaping to ensure an appropriate transition between the building and the ground.
- Buildings shall incorporate detailing where it is discernible by pedestrians and motorists viewing the building from typical locations. Pedestrian scale features such as porticoes, arbors and promenades are particularly important.
- to building character, facilitate climate control, and enhance pedestrian scale is encouraged. Examples include: canopies, roof overhangs, projections or recessions of stories, balconies, reveals and awnings.



BOLD SCULPTING OF THE FACADES

CONTRIBUTE TO ITS RICHNESS



HORIZONTAL ELEMENTS THAT PUNCTUATE

THE UPWARD RISE ESTABLISHES

PROPORTIONS OF HUMAN SCALE



ESTABLISHED AND DEFINED ENTRIES RESULT IN FRIENDLY FACADES



VISION GLASS RESULTS IN TRANSPARANCY, A FRIENDLY GESTURE

- Building entries shall be clearly defined and integrated with building façade and landscape design. The use of distinctive architectural elements and materials to denote entrances is required. Entries shall open directly onto publicly accessible walkways.
- Doors and windows shall be consistent with the design and located to present a unified appearance to the elevation except where the variations are an integral and necessary part of the exterior design.
- Transparent glazing shall be used where possible.
   Tinted glazing is acceptable only when required.

   Simulated or blacked-out windows are strongly discouraged. Spandrel glass, where used, shall match vision glass.
- Columns, trellises, pilasters or other unifying elements shall be used at wall transitions.
- Cornices and parapets shall be incorporated at roof lines. The roof line at the top of a structure shall incorporate off-sets and jogs to reduce the monotony of an uninterrupted roof plane.
- Finished building materials shall be applied to all sides of the building, including trash enclosures and mechanical and communications equipment screens.

- Consistent architectural style, building materials, textures, colors, roof treatment and landscaping shall be utilized on all sides of buildings visible from roadways, adjacent properties or the general public.
- All screening materials for HVAC, SMUD boxes, and other mechanical and/or communications equipment shall be integrated and compatible with the exterior building materials.
- Parapets shall be of sufficient height to screen roof-mounted equipment from the finish grade of roadways immediately adjacent to the site.
   Changes in parapet height shall be used to enhance entries and provide variety.
- Entry facades are to be designed to incorporate the primary user identification signs. The length, width, and height of the facade should accommodate a hierarchy of retailers to reflect the promotional value of each user (see Signage and Graphics, Section 7).
- Towers may be developed either in conjunction with the building entries or as freestanding thematic elements. Any tower should be accented with lighting.



STRONG, ARTICULATED FACADES ACCENTED
BY VERTICAL ELEMENTS REINFORCES THE
BUILDING'S ARCHITECTURE



WELL-DESIGNED ENTRIES ESTABLISH IDENTITY



EXTERIOR MATERIALS AND COLOR SHOULD RESULT IN FACADE CONTINUITY



SCALING OF A FACADE IS FACILITATED THROUGH MATERIALS AND COLOR

### **EXTERIOR BUILDING MATERIALS**

- Materials, color and lighting should be compatible throughout each of the neighborhoods within the PUD, however, the requirement should be interpreted to accommodate tenant image programs.
- The use of materials, color, lighting and finishes shall be coordinated to achieve a sense of continuity and quality of design.
- Building materials may consist of precast concrete, tilt-up concrete, masonry, stone, cement, plaster, or metal panels. Wood may be used in limited areas.
- Metal, stone, brick, concrete, or masonry columns should be used to support covered promenades, trellises and tenant entries.
- Roof canopies and exposed roofing may be tile, metal, glass, or translucent glazing. Roofing material should be compatible throughout each of the neighborhoods.
- Awnings may be either translucent glazing, metal, glass, or canvas. Glass shall be clear, tinted, translucent or spandrel. The use of reflective glass is not allowed.

- Exposed, exterior surfaces of unpainted concrete
  or concrete block are not acceptable other than
  in concealed service areas. However, the intent
  is not to preclude concrete block construction of
  split face block, combed face block, texture block,
  slump stone, or other similar materials.
- Brick and concrete block used in traditional styles are inconsistent with the vision of a contemporary design district. Plastic materials meant to represent a natural material, such as stone or wood, are not permitted.

#### **BUILDING COLOR**

- Wall colors, textures, and/or materials shall be coordinated from a recommended family of colors and materials.
- All colors shall be harmonious and compatible with the colors of other buildings in the PUD.
- Variations in color or multiple colors shall be appropriate within an overall, planned, and attractive palette of colors.
- Building colors shall be diverse with contrast of color value, tone and hue.
- Contrasting materials, patterns, textures, and color are encouraged to create interest, focus, unity, and compatibility for building face accent areas or features.



VARIATION IN COLOR CREATES INTEREST



PROPER USE OF LIGHTING CREATES A SAFE AND WELCOME FEELING



EXTERIOR FACADES SHALL BE ILLUMINATED FOR PUBLIC SAFETY, AND ENHANCEMENT OF THE BUILDING'S FEATURES

### **BUILDING LIGHTING**

- Consideration of both interior and exterior lighting shall be evident in the design of buildings fronting on the streets.
- External night lighting shall be used to enhance and articulate the buildings without glare.
- Ground based up-lighting that washes the primary walls or highlights architectural features or detailing shall be used on building façades fronting on streets and parking nodes.
- Lighting fixtures shall not project above the fascia or roof line of the buildings and are to be shielded. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures are not to be substituted for parking lot, drive aisle, or walkway lighting fixtures, and are not restricted to lighting only loading and storage locations or other similar service areas.
- Wallpack lighting is not permitted on all facades facing streets, parking or publicly accessible areas.
- Exterior building facades fronting onto streets, pathways and parking nodes shall be illuminated with a minimum of three (3) foot candles. In addition, accent lighting is encouraged to highlight building features.

## 3.4 Other Structures and Support Areas

#### PAD RETAIL BUILDINGS

Pad retail buildings shall contain elements that are complementary with the neighborhood where it is located.

### PROTOTYPE RETAIL BUILDINGS

Prototypical retail building characteristics should be avoided such that they are translated and adapted to complement the specific neighborhood within which it is located, and its characteristics.



FACADE WALLS REQUIRE VERTICAL AND HORIZONTAL VARIATION AND ARTICULATION

## **GARDEN CENTER**

Garden Center enclosures shall be integrated into the building architecture. Screening, fencing and/or greenhouses should be provided with a colonnade to match the building. Fencing may be a combination of solid wall and ornamental metal. Indoor plant enclosures or covered canopies shall be compatible with the rest of the center.

## **CANOPY STRUCTURES**

Separate canopy or shade-type parking structures may be installed provided they are generally screened from public street view, and they are not used in lieu of service facilities. Structural elements, beams, and columns, shall be tubular or boxed forms. Edges of the structures shall be finished fascias with colors that match or complement building colors.

### LOADING AND DELIVERY AREAS

- Truck loading docks(s) shall be an integral part of the structure. Loading areas oriented to any public right-of-way, residential uses, or if visible from the street shall be screened. The facilities shall not create a nuisance and shall be located in the most inconspicuous manner possible.
- Adequate on-site space for service and delivery vehicles, shall be provided, which shall not impede traffic flow.
- Landscaped islands, curbs, and signs shall be used to clearly distinguish parking from loading and delivery areas, and driving lanes.

# TRASH ENCLOSURES/RECYCLING FACILITIES/ TRASH RECEPTACLES

- Construction and design of garbage/recycling facilities shall meet all City standards.
- Trash enclosures and recycling facilities should be located within a building whenever possible.
- Trash enclosures shall be designed to allow walkin access by tenants without the need to open the main enclosure gates.
- If trash enclosures and/or recycling facilities cannot be located within the building, then the facilities

shall be located away from adjacent residential areas and in the most inconspicuous manner possible so as not to create a nuisance.

- Outside garbage and recycling facilities shall not be located within any required landscaped setback area.
- Outside garbage and recycling facilities shall
  be concealed by a minimum six (6) foot high
  screening wall constructed of materials similar
  to and compatible with the building(s) it serves.
  Landscaping (shrubs and/or vines) shall be placed
  along the screening walls to soften the presence
  of the facilities. Trees shall be provided to screen
  the overview of trash and garbage from the upper
  floors of adjacent or nearby buildings.
- Outside garbage and recycling facilities shall have decorative, solid heavy gauge metal gates and cane bolts to secure the gates when in the open or closed positions, with concrete drop slabs in front.

#### **TEMPORARY STRUCTURES**

- Temporary structures related to the construction of a permanent building shall be permitted as follows:
  - Such structures may be placed on-site at the start of project construction but shall be removed at completion of construction of the permanent structures.

- Examples of such structures are trailers, mobile homes and other structures not affixed to the ground.
- Such structures shall be inconspicuous as possible and shall cause no inconvenience to the general public.
- Temporary structures permitted within the Commerce Station PUD shall be required to comply with the following requirements:
  - A site plan showing the temporary structure shall be provided to Development Services staff for review, and shall depict ADA ramp locations, striped and paved parking areas, and any propsed landscaping.
  - No parking shall be allowed on unimproved surfaces and unimproved surfaces shall not be accessible to vehicle parking.
  - Any proposed signage for the temporary structure shall require approval consistent with the sign provisions contained withing these PUD Guidelines.
- Temporary structures associated with promotional sales such as Christmas trees or fireworks shall be permitted on a limited basis.
- Concurrent temporary structures for construction related activities and promotional sales are permitted during the construction period of permanent facilities.

# 3.5 Site Design and Building Orientation

- Buildings shall be sited in a manner that will complement the adjacent structures. Sites shall be developed in a coordinated manner to provide order and diversity to avoid a jumbled, confused development.
- Structures and on-site circulation systems shall be located to minimize pedestrian/vehicle conflicts.
   Sidewalks should be enhanced with textured paving, landscaping and trellises where feasible.
- Whenever possible, new buildings shall be clustered to create plazas or pedestrian malls to prevent long "barrack-like" rows of structures. A visual link between separate buildings should be established through the use of an arcade system, trellis or other open structure.
- Clustered buildings shall include a well-defined public space, such as a plaza or pedestrian mall.
   The common public area shall provide an area not less than two (2) percent of the total floor area of the site and shall be designed to accommodate tables and benches for outdoor dining and casual seating, as well as carts for outdoor vending. Such areas may be allocated to a specific use, such as a restaurant.



VARIED BUILDING ORIENTATION ESTABLISHES

A SENSE OF IDENTITY AND UNITY



CLUSTERED BUILDINGS WITH WELL-DEFINED PUBLIC SPACES





STREET AND PEDESTRIAN LINKAGES CREATE RICH AND VIBRANT SPACES

- Each retail center shall provide a primary walkway linking all stores and shops. The primary walkway shall have a minimum width of eight (8) feet adjacent to retail and five (5) feet in parking areas, and shall include pedestrian scale lighting to promote evening use.
- A tree canopy shall be provided over parking areas that allows the primary entry to be seen from the street. The City's Shade Tree Ordinance is applicable to the extent it is consistent with the Schumacher Development Agreement (City Agreement #99-162).
- Water quality features that settle and filter runoff from streets and parking lots should be incorporated into project site design, where feasible.

# 3.6 Security

- Dense landscaping near structures and on the periphery of parking areas shall be limited in order to maintain view corridors.
- Potential crime risk uses, such as automatic teller machines, shall be located in highly visible and well-lighted areas.
- Visibility of parking area entrances shall be maximized from adjacent uses and public streets.

# 3.7 Utility Connections and Equipment

- Placement of mechanical and communications equipment, utility meters, and storage tanks shall be located within the building whenever possible. If such equipment cannot be located within a building, visual barriers such as walls or landscaping shall be used.
- All roof top equipment must be screened from public view using materials of the same nature as the main structure, and, where feasible and appropriate, mechanical equipment should be located below the highest vertical element of the building.
- Equipment shall not be located adjacent to residential areas or within any required landscaped setback area.
- Equipment shall be located to not cause nuisance or discomfort from noise, fumes, odors, etc., unless prohibited by utility companies.
- Penthouse and equipment screening shall be of a design and material harmonious with the related buildings.
- All new utility lines shall be underground.
- The design of visual barriers shall be subject to review and approval by the City Police Department prior to construction.

# 3.8 Energy Conservation Standards

The following energy conservation standards are intended to set forth cost-effective energy saving measures that should be incorporated into building design.

- Buildings shall be designed to meet current State and Federal energy conservation requirements at the time of construction.
- Landscaping should be designed to shade structures, walks, streets, drives, and parking areas so as to minimize surface heat gain.
- Site design should consider thermal and glare impacts of construction materials on adjacent structures, walkways, streets, drives, parking areas, and vegetation.
- Outdoor lighting should provide the minimum level of site lighting commensurate with site security. A minimum of 1.5-foot candles as measured at the parking lot surface shall be maintained from one hour before dark until one hour after sunrise. A minimum of 0.50 foot candles shall be maintained along all alcoves and walkways.
- The use of alternative energy sources such as solar, wind, and geothermal energy are encouraged.

- Passive solar design is encouraged whenever possible. Design of buildings should demonstrate consideration of energy-efficient concepts, such as natural heating and/or cooling, sun and wind exposure and orientation, and other solar energy opportunities.
- · Natural lighting is encouraged.
- Life-cycle costs of buildings should be considered in all buildings.
- Use of thermal mass to moderate the heating and cooling of structures and public spaces should be considered in the design of all buildings.
- Application of the Leadership in Energy and Environmental Design (LEED) Green Building Rating System is encouraged.
- Solar collectors, if used, shall be oriented away from public view or designed as an integral element of the roof structure.
- Sun shade structures, such as building overhangs, verandas, trellises and porticoes should be incorporated in the design of all buildings at the primary entry and pedestrian approaches to all buildings.

# 4. Circulation and Parking

The circulation design of the Commerce Station PUD is intended to provide a network of travel ways to allow drivers, bicyclists, pedestrians, and mass transit users to easily navigate the development and access major travel ways adjacent to the development. The focus is on the creation of an effective, efficient, and safe network for all types of users.

The Commerce Station PUD circulation framework consists of freeways, major arterial roadways, arterial roadways, local collector roadways, smaller local roadways and pedestrian and bicycle pathways. The layout and combination of these roadways will allow users to efficiently move about the development as well as connect to locations off-site.

## 4.1 Freeways

### **INTERSTATE 5**

I-5, a major freeway, runs along the western boundary of the development. Users can quickly access I-5 at the Del Paso Road interchange, located just south of the development, or via the Elkhorn Boulevard / Highway 99 interchange located north of the project site. The freeway will provide a major north-south transportation link to outlying areas. The development will be responsible for maintaining a one hundred (100) foot freeway buffer zone adjacent to I-5. The area will be classified as open space and developed accordingly.

## 4.2 Arterial Roadways

#### **DEL PASO ROAD**

Del Paso Road, a major arterial, runs along the south boundary of the development. The roadway runs east to west and is ultimately six lanes with a median. Del Paso Road provides access to I-5 just west of the development and also an overpass to provide access to the west side of I-5.

#### **EAST COMMERCE WAY**

East Commerce Way, a major arterial, runs along the east boundary of the development. The roadway runs north to south and is ultimately six lanes with a median. The parkway provides access to public transportation, Del Paso Road and I-5 to the south, and Elkhorn Boulevard and Highway 99 to the north.

## 4.3 Local Roadways

### **CONNECTIONS TO PUBLIC TRANSPORTATION**

East Commerce Way will provide the major connection to public transportation. A transit/train center is currently planned on the east side of the East Commerce Parkway in the adjacent Towne Center PUD. The center will provide a hub for public transportation in the area. Also, bus stops will be provided along East Commerce Way for Regional Transit. The bus stops will be located at major entrances and regularly spaced according to the City of Sacramento and Regional Transit requirements.

## SITE ACCESS / INTERSECTIONS

Entrance streets with traffic signals are spaced along the East Commerce Parkway frontage. Six total site entrances are provided (three for the north section and three for the south section). Each site access has a particular entrance street section and is signalized to control the flow of traffic into and out of the site. Each entrance street will have two-way movement, bike lanes, and a median. The width of the entrance streets vary depending on the planned traffic volumes.

# NEIGHBORHOOD CONNECTIONS ON THE EAST SIDE OF I-5

The Commerce Station PUD will provide connectivity to the east at three of the six project intersections, as well as at North Park Drive. In addition, a Class I bikeway will connect from the east to East Commerce way at one of the intersection locations.

# 4.4 Internal Streets

The internal streets will be a combination of privately and publicly owned/maintained roadways. All main streets will provide two-way movement and on-street bike lanes. The internal street widths vary from forty (40) feet to forty-nine (49) feet right-of-way, some containing on-street angled parking outside of the right-of-way.

### TRAFFIC CIRCLES

Traffic circles are utilized on-site at major internal roadway intersections. They allow for unsignalized intersections, which will keep traffic moving and prevent heavy traffic buildup. They also provide an aesthetic and a unity within the development. The traffic circles are generally two lanes wide and provide for bicycle traffic either through or outside of the traffic circle.

#### STREET STANDARDS AND GUIDELINES

The Commerce Station roadways are a combination of public and private roadways. Public roadways will be maintained by the City of Sacramento. On publicly maintained roadways with on-street angled parking, the public right-of-way will end at the edge of the curb or valley gutter, and the on-street angled parking will be privately maintained. Privately maintained roadways will be generally based on the City of Sacramento improvement standards. The roadways will be striped and signed in accordance with the City of Sacramento standards.

The development utilizes eight different public street sections. A brief description of each section is listed in the following table (see Table 4.1), and the locations of each section are shown on the following map (see Figure 4A).

TABLE 4.1: PUBLIC STREET SECTIONS

No. of Lanes	MINIMUM DRIVEWAY SPACING	LEFT TURN FROM STREET	LEFT TURN TO STREET
2	Per City Code	Allowed	Allowed
2+	Per City Code	Turn lane required.	Two-way turn lane required.
4	250 Feet	Turn lane required.	Two-way turn lane required.
6	500 Feet *	Turn pocket required.	Prohibited

<sup>\*</sup> One right-in/right-out proposed two hundred thirty (230) feet from signalized intersection.

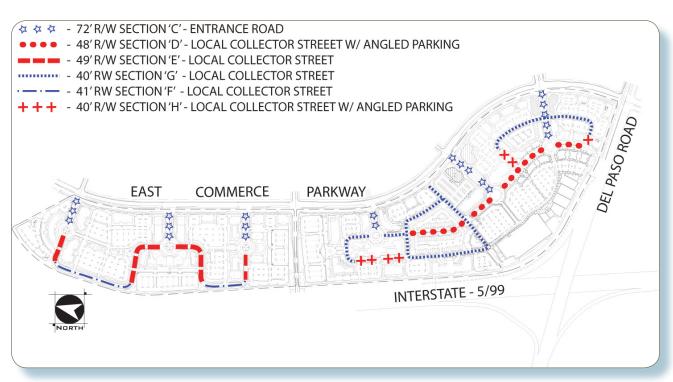


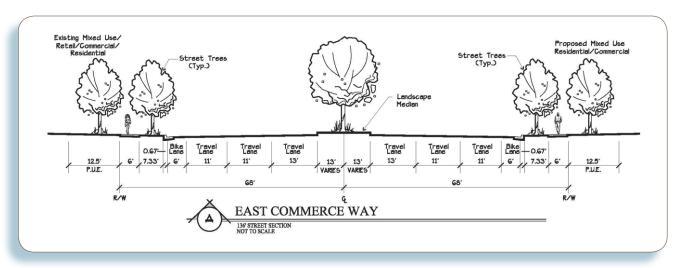
FIGURE 4A: STREET TYPE LOCATION MAP

## EAST COMMERCE WAY

Traffic Movement: Two-way

Traffic Lanes: 6

Right-of-Way Width: 136 Feet
Sidewalk: 6 Feet
Bicycle Lane: 6 Feet
Median: 26 Feet
Planting Strip: 8 Feet



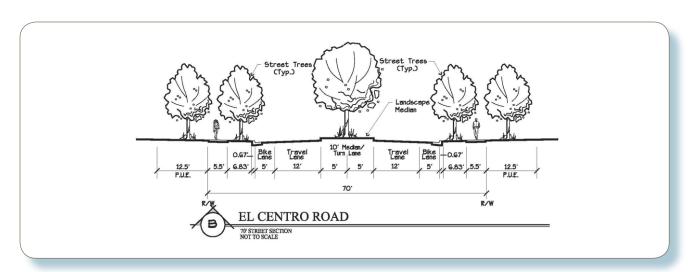
SECTION A: EAST COMMERCE WAY

## EL CENTRO ROAD

Traffic Movement: Two-way

Traffic Lanes: 2

Right-of-Way Width: 70 Feet
Sidewalk: 5.5 Feet
Bicycle Lane: 5 Feet
Median: 10 Feet
Planting Strip: 7 Feet



SECTION B: EL CENTRO ROAD

## **ENTRANCE ROAD**

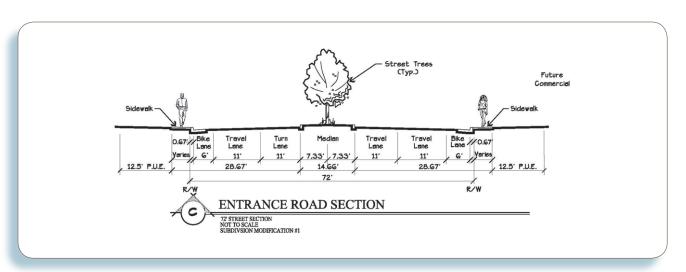
Traffic Movement: Two-way

Traffic Lanes: 4

Right-of-Way Width: 72 Feet

Sidewalk: Varies, 6 Feet Minimum

Bicycle Lane: 6 Feet Median: 15 Feet



SECTION C: ENTRANCE ROAD

## LOCAL COLLECTOR STREET - ANGLED PARKING AND MEDIAN

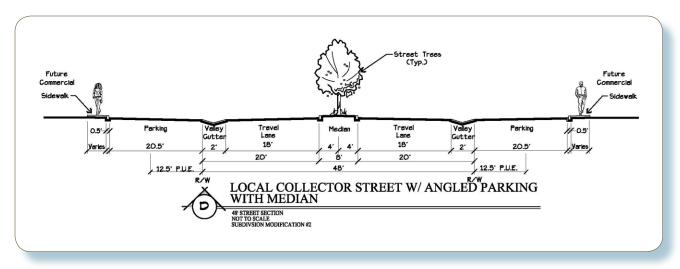
Traffic Movement: Two-way

Traffic Lanes: 2

Right-of-Way Width: 48 Feet

Sidewalk: Varies, 6 Feet Minimum

Bicycle Lane: No Median: 8 Feet



SECTION D:

LOCAL COLLECTOR STREET WITH ANGLED PARKING AND MEDIAN

## LOCAL COLLECTOR STREET - PARALLEL PARKING

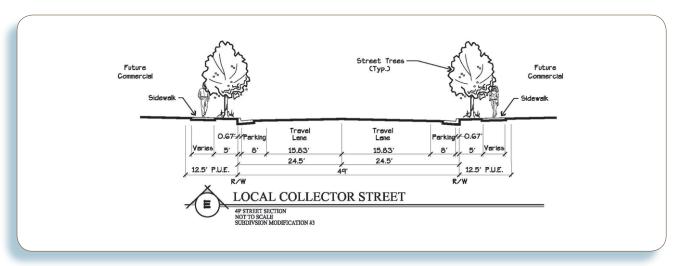
Traffic Movement: Two-way

Traffic Lanes: 2

Right-of-Way Width: 49 Feet

Sidewalk: Varies, 6 Feet Minimum

Bicycle Lane: No Planter Strip: 5 Feet



SECTION E: LOCAL COLLECTOR STREET WITH PARALLEL PARKING

## LOCAL COLLECTOR STREET

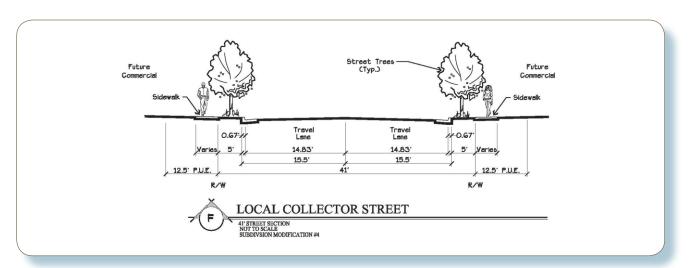
Traffic Movement: Two-way

Traffic Lanes: 2

Right-of-Way Width: 41 Feet

Sidewalk: Varies, 6 Feet Minimum

Bicycle Lane: No
Planter Strip: 5 Feet



SECTION F:

LOCAL COLLECTOR STREET

## LOCAL COLLECTOR STREET

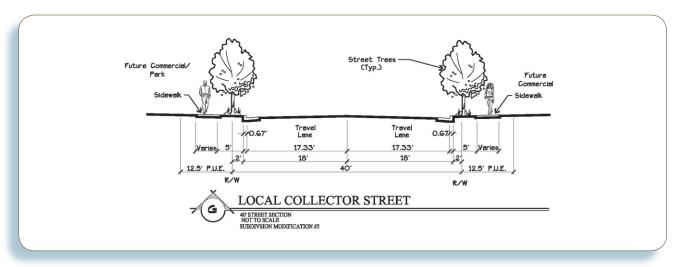
Traffic Movement: Two-way

Traffic Lanes: 2

Right-of-Way Width: 40 Feet

Sidewalk: Varies, 6 Feet Minimum

Bicycle Lane: No Planter Strip: 5 Feet



SECTION G: LOCAL COLLECTOR STREET

## LOCAL COLLECTOR STREET - ANGLED PARKING WITHOUT MEDIAN

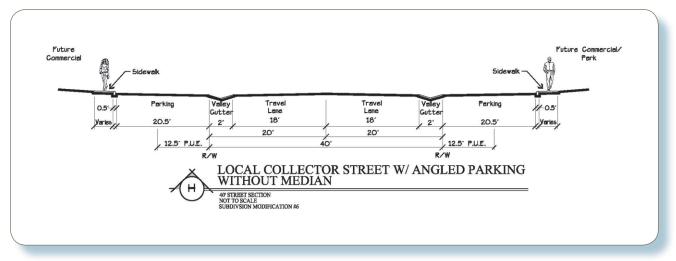
Traffic Movement: Two-way

Traffic Lanes: 2

Right-of-Way Width: 40 Feet

Sidewalk: Varies, 6 Feet Minimum

Bicycle Lane: No Planter Strip: No



SECTION H:

LOCAL COLLECTOR WITH ANGLED PARKING, WITHOUT MEDIAN

## ENTRANCE ROAD

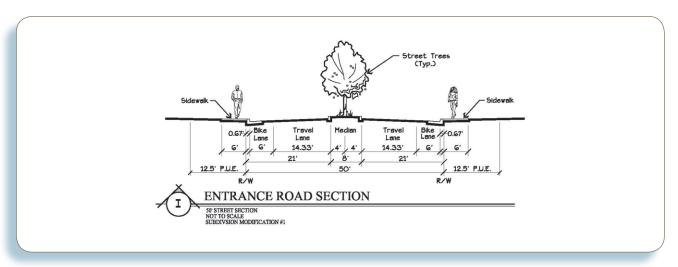
Traffic Movement: Two-way

Traffic Lanes: 2

Right-of-Way Width: 50 Feet

Sidewalk: Varies, 6 Feet Minimum

Bicycle Lane: 6 Feet Median: 8 Feet



SECTION I: ENTRANCE ROAD

#### INTERNAL DRIVEWAY CIRCULATION

- With the exception of retail, support retail, restaurant and hospitality uses, all main building entries should provide short-term parking for delivery and service vehicles such that it will not block pedestrian and vehicle circulation routes.
- Parking areas shall be designed to provide space for unloading delivery trucks and to allow delivery trucks to head rather than back on to the street.
- Loading and unloading delivery vehicles in the street or in the median shall not be permitted.
- Internal driveways that connect between parcels, particularly of deep and narrow shaped parcels, are encouraged to minimize the number of driveways and provide improved access to the rear of these parcels.
- Where parking areas are connected, direction of travel and parking bays should be similar to reduce conflicts at points of connection.
- On-site circulation shall be designed to discourage speeding by avoiding long straight drives where conflicts with pedestrians and parked cars can occur. Speed bumps are strongly discouraged.

- Side or rear loaded delivery bays (and associated service/refuse areas) are preferred to front loaded delivery bays and should be screened from the pedestrian ways by a wall and/or landscaped berm.
- Shared access drives between adjacent parcels are encouraged to minimize curb cuts.
- Shared parking facilities between compatible adjacent uses are strongly encouraged.
- Common driveways which provide vehicular access to more than one site are encouraged. The number of access driveways should be limited to the minimum amount necessary to provide adequate circulation.
- Shared parking between adjacent businesses and/ or developments is encouraged whenever practical.
- Driveway aprons at the streets shall be identified with contrasting materials.

# 4.5 Bike and Pedestrian Circulation Design Framework

The Commerce Station bicycle and pedestrian circulation system is designed as a framework of connections to parks, neighborhoods, commercial centers and transit plazas. Commerce Station is planned with a thorough network of bike paths, lanes and pedestrian routes connecting throughout the development and to adjacent neighborhoods and districts at key location points.

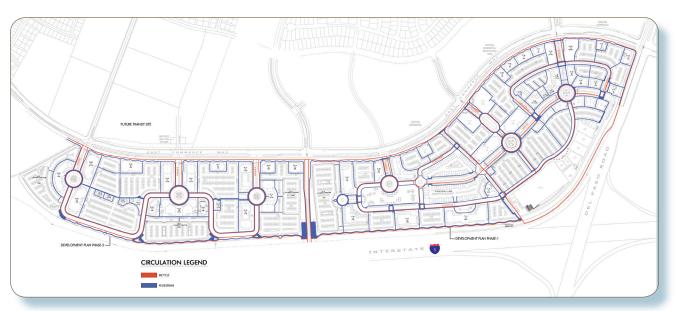


FIGURE 4B: BICYCLE / PEDESTRIAN CIRCULATION SYSTEM



CLASS I OFF-STREET MULTI-USE TRAIL



ON-STREET BICYCLE LANE

### **BIKE AND PEDESTRIAN CLASSIFICATION SYSTEM**

All public streets will have sidewalks on both sides of the street. Any private streets constructed within the PUD will have a sidewalk on at least one side. As build out of the area proceeds additional facilities may be added. The core of the bicycle / pedestrian circulation system is shown on the above map (see Figure 4B). The pedestrian / transit linkages are intended to facilitate direct access to transit stations. These linkages shall be designed to minimize walking distance between building entries and transit stops. Site planning should adhere to the site design guidelines detailed in these PUD Guidelines to further encourage transit use.

## CLASS I OFF-STREET MULTI-USE TRAIL

Off street multi-use bicycle and pedestrian paths located on the west side of the development along the freeway buffer offer direct connections to the northern and southern portions of Commerce Station.

## CLASS II ON-STREET BICYCLE LANES

Signed bicycle lanes are located along East Commerce Way, Del Paso Road, and along the project entrance streets.

## CLASS III ON-STREET BICYCLE ROUTES

Bicycle routes are selected streets designated with bicycle signs completing the framework of the Commerce Station bicycle network. Bicycles share the right-of-way with autos within these selected streets.

#### PEDESTRIAN PATHS AND WALKWAYS

- Building entry zones shall be clearly defined through the use or combined use of elements such as accent paving, planting, color pots and bollards.
- Residential uses in a mixed-use project shall have a building entry separate from the non-residential uses.
- Enhanced paving, striping or other distinguishing design features shall be used selectively on the primary walkway and the common areas to emphasize special areas and to guide pedestrians.
- Separate vehicular and pedestrian circulation systems shall be provided. A clearly defined five (5) foot minimum pedestrian way separated from vehicle traffic shall be provided through the parking area to a primary building from the sidewalks along the adjacent streets.
- Within parking areas the pedestrian path shall be parallel to moving cars where possible. Paving and landscaping shall be provided where pedestrians cross parking aisles.
- Walkways shall be located throughout the PUD to provide convenient access between uses and neighborhoods.



PEDESTRIAN CIRCULATION AND LINKAGES

## 4.6 Parking

#### **OFF-SITE PARKING**

Reciprocal Parking: To eliminate the need for entitlement(s) to allow reciprocal parking, reciprocal parking between adjacent parcels within the PUD shall be allowed, provided that appropriate access agreements are recorded and that minimum parking is provided for all uses.

#### **PARKING RATIOS**

The Commerce Station PUD proposes the development of a unique, mixed-use project that integrates a variety of retail, support retail, residential, restaurant, hospitality, recreational and office uses. To accommodate the flexibility of design and ingenuity necessary to implement this type of development, the Commerce Station PUD provides for a range of parking ratios for each use as follows:

Office (Incl. Medical Office): 1 Stall/200 GSF -

1 Stall/400 GSF

Retail (Primary and Support): 1 Stall/200 GSF -

1 Stall/250 GSF

Restaurant: 1 Stall/2.5 Seats -

1 Stall/4 Seats \*

Recreation: 1 Stall/100 GSF -

1 Stall/200 GSF

Hospitality: 1 Stall/1.75 Guest Rooms -

1 Stall/2.25 Guest Rooms

Residential: 1 Stall/Unit

\* Restaurants occupying 10% or less of the total building area in a shopping center or 10% or less of the total leasable square footage of an individual building shall be subject to the parking ratio applicable to the primary building or shopping center use.

## AT-GRADE PARKING AREAS

- On-street parking will be provided with angled parking stalls or parallel parking.
- Parking lots will provide additional parking off street.
- The parking stalls will be sized, striped, and signed in accordance with the City of Sacramento requirements.
- The number, location, size, striping, and signage of accessible parking stalls will be provided in accordance with ADA requirements.
- All visible parking areas shall be visually obscured utilizing trellising and landscape elements.



ON-STREET PARKING



STRUCTURED PARKING

#### STRUCTURED PARKING

- Perpendicular parking will be provided in two- and three-story structures.
- The parking stalls will be sized, striped, and signed in accordance with the City of Sacramento requirements.
- The number, location, size, striping, and signage of accessible parking stalls will be provided in accordance with ADA requirements.

#### **RESIDENTIAL PARKING**

- Limited visitor parking should be provided utilizing on-street perpendicular parking stalls located on the internal roadways. Private garage or carport parking should be provided for any residential development within the PUD.
- The visitor parking stalls will be sized, striped, and signed in accordance with the City of Sacramento requirements.
- The number, location, size, striping, and signage of accessible parking stalls will be provided in accordance with ADA requirements.

#### **BICYCLE PARKING**

 Bicycle parking structures or facilities will be easily visible and provided at locations for bicyclists to conveniently and effectively access the area.

# 5. Lighting

A combination of lighting methods and fixtures shall be used to provide a visible and safe environment for pedestrians, bicyclists, and automobiles. Lighting the site will be accomplished with a combination of building fixtures to brighten building envelopes, human scale local lighting along pedestrian routes, and larger street light poles along roadways and parking lots. Only constant, even illumination will be permitted.

# 5.1 Building Lighting

- Lighting design/style shall be consistent with area design themes.
- Architectural lighting shall be used to provide functional lighting for the safety of pedestrian movement.
- The design of light fixtures and their structural support shall be architecturally enhanced and compatible with the building design. Light fixtures should integrate with the building architecture.
- All building entrances are to be well-lighted.
- Methods should be used to prevent light pollution and to direct the light to the appropriate, designated areas.

# 5.2 Parking Structure Lighting

Lighting fixtures shall be used to brighten the two- and three-story parking structures to provide a visible and safe environment for pedestrians and automobiles. A combination of wall and ceiling lighting on the lower levels and street light poles on the upper level shall be used to accomplish the lighting objectives. Only constant, even illumination will be permitted.

- The size, number, and spacing of lighting shall be designed to achieve at least the minimum illumination standards of the City of Sacramento.
- Light intensity shall not exceed three times the City minimum illumination requirements.
- Human scale lighting shall be used to illuminate pedestrian walkways within the parking structure.
- Lighting design/style shall be consistent with area design themes.
- Methods should be used to prevent light pollution and to direct the light to the appropriate, designated areas.

# 5.3 Parking Lot Lighting

- Light standards for parking areas shall not exceed twenty (20) feet in height.
- Lights in parking lots shall not be co-located with trees in planters. The lighting and landscape plan must be fully integrated and coordinated.
- The size, number, and spacing of street light poles shall be designed to achieve at least the minimum illumination standards of the City of Sacramento.
- Light intensity shall not exceed three times the City minimum illumination requirements.
- Human scale lighting shall be used to illuminate pedestrian walkways within the parking lots.
- Lighting design/style shall be consistent with area design themes.
- Methods should be used to prevent light pollution and to direct the light to the appropriate, designated areas.

# 5.4 Pedestrian Lighting

- Lighting in pedestrian areas shall use a common light fixture compatible with the buildings and shall not exceed twelve (12) feet in height.
- Human scale lighting shall be used to illuminate pedestrian walkways.
- Lighting design/style shall be consistent with area design themes.
- Methods should be used to prevent light pollution and to direct the light to the appropriate, designated areas.

# 5.5 Street Lighting

- The size, number, and spacing of street light poles shall be designed to achieve at least the minimum illumination standards of the City of Sacramento.
- Street light poles on public roadways shall be in accordance with the City of Sacramento Improvement Standards.
- Street light poles and facilities on public roadways shall be maintained by the City of Sacramento.
- Lighting design/style shall be consistent with area design themes.
- Methods should be used to prevent light pollution and to direct the light to the appropriate, designated areas.

# 6. Landscape & Streetscape

The landscape design guidelines are to be used as a framework for the creation of a cohesive outdoor environment that complements the surrounding built forms of the Commerce Station PUD. Commerce Station will contain a mixture of land uses and outdoor spaces. To help ensure continuity within this diverse community it will be crucial to create a strong landscape theme carried out through monument features, planting, hardscape material, and site furnishings, among other elements. The principles and guidelines that are included in this section are meant to ensure that these landscape elements create connectivity between the neighborhoods, commercial/office centers, main street shops, residential dwellings and the Plaza Park.

The land area available for landscaping along streets shall include any unpaved portion of the street right-of-way. All landscaping within public street right-of-ways will be owned by the City of Sacramento. Maintenance will be provided by a landscape maintenance district or by a similar entity. Landscaping plans for all areas within Commerce Station shall be prepared by licensed Landscape Architects knowledgeable about site conditions inherent to the projects they are designing.



OUTDOOR ENVIRONMENT



USABLE SPACES



COMPLEMENTARY LANDSCAPE MATERIALS

#### **6.1** Monument Features

Themed monument features strategically placed can provide unity throughout the entire development. Commerce Station shall have a hierarchy of monument features that announce sense of arrival and create a sense of place upon entry. The scale of monumentation shall be dependent upon the use of the space. Each monument will highlight and strengthen the project's design theme with consistent materials and landscape palette. A strong relationship between architecture and landscape is critical to ensure the goals and objectives of the PUD.

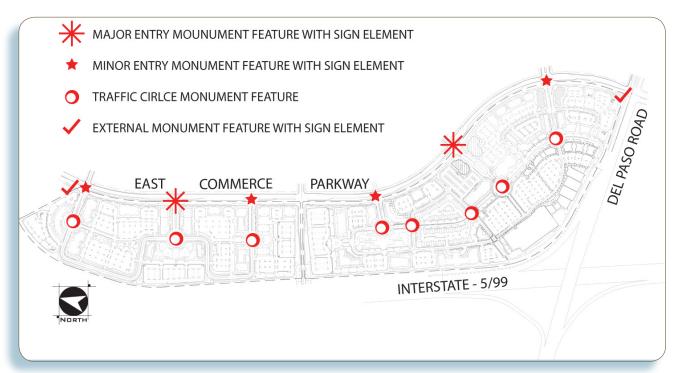


FIGURE 6A:
MONUMENT FEATURES SITE PLAN

Monument design should relate directly with the overall architectural design tone and incorporate aspects of the core style materials of stucco; steel trellises; pre-cast colored concrete; polished and rough-hewn granite block; and steel elements. Monument design is conceptual and is subject to change. All landscape plantings and trees used in relation to monument features will adhere to the Plant Material List provided in this Section, and shall not block visual access to signage recognition.

Commerce Station monument features will occur on four levels of design hierarchy: Major Entry Monuments, Minor Entry Monuments, Traffic Circle Monuments and Project Monuments (see Figure 6A). All monument features shall be designed in accordance with the Lighting (Section 5) and Signage and Graphics (Section 7) Sections of these design guidelines.



CONCEPTUAL MONUMENT FEATURE

#### MAJOR ENTRY MONUMENT FEATURES

- Commerce Station major entry monuments will constitute the primary signature monumentation for the development and exemplify the overriding design theme.
- Major Entry Monument Features shall be located at the development's two Major Entries as depicted in Figure 6A.



THEMED VERTICAL ELEMENTS

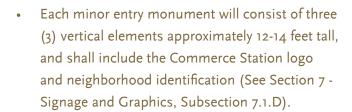
- Each major entry monument will consist of five (5) vertical elements approximately 12-14 feet tall to announce a sense of arrival, and shall include the Commerce Station logo and neighborhood identification (see Figure 6B and Section 7 Signage and Graphics, Subsection 7.1.C).
- Each major entry shall have a low poured-in-place concrete sign wall that provides project and tenant identity (see Section 7 - Signage and Graphics, Subsection 7.1.C).
- Major monument elements may consist of the following materials: stucco; pre-cast colored concrete; polished and rough-hewn granite block; and steel and aluminum elements.
- The vertical elements and sign wall shall be uplighted with ground-mounted fixtures.

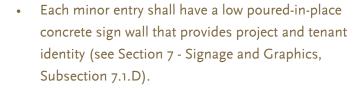


FIGURE 6B:
MAJOR ENTRY MONUMENT FEATURES CONCEPTUAL PERSPECTIVE

#### MINOR ENTRY MONUMENT FEATURES

- Commerce Station minor entry monuments
  will constitute the secondary level of signature
  monumentation for the development and continue
  the overriding design theme.
- Minor Entry Monument Features will be smaller in scale than the major entry monuments, and shall be located at the development's four minor entries as depicted in Figure 6A.





- Minor monument elements may consist of the following materials: stucco; pre-cast colored concrete; polished and rough-hewn granite block; and steel and aluminum elements.
- The vertical elements and sign wall shall be uplighted with ground-mounted fixtures.



ENTRY MONUMENT



TRAFFIC CIRCLE RAISED PLANTER



STATUARY ART ELEMENTS

#### TRAFFIC CIRCLE MONUMENT FEATURES

- Traffic Circle Monument Features will constitute an internal level of signature monumentation for the Commerce Station PUD, and shall establish each traffic circle as a major circulation node.
- Traffic Circle Monument Features shall be located at the development's six major circulation nodes as depicted in Figure 6A.
- Vertical elements such as statuary art work, raised planters or flag/banner poles at the center of traffic circles shall be used to identify traffic circles as major circulation nodes.

#### **EXTERNAL MONUMENT FEATURES**

- External Monument Features will constitute project identity at the outer limits of Commerce Station, and shall continue the overriding design theme.
- External Monument Features shall be located at the development's north and south boundaries as depicted in Figure 6A.
- Each external monument feature will consist of vertical elements approximately 12-14 feet tall, and shall include the Commerce Station logo (see Section 7 - Signage and Graphics, Subsection 7.1.B).

- Each external monument feature shall have a low poured-in-place concrete sign wall that provides project identity (see Section 7 - Signage and Graphics, Subsection 7.1.B).
- External monument elements may consist of the following materials: stucco; pre-cast colored concrete; polished and rough-hewn granite block; and steel and aluminum elements.
- The vertical elements and sign wall shall be uplighted with ground-mounted fixtures.



Site furniture is encouraged in outdoor use areas. The goal for the use of landscape elements is to create enjoyable outdoor spaces and provide comfortable amenities for relaxation and leisure. Where provided, all fixtures within Commerce Station should be coordinated in terms of their style, color, and materials. All site furniture visible from public streets, transit plazas and pedestrian/transit linkages should be of the same style and design. Fixtures and furniture may vary in style, color and materials from this standard design if they are used in enclosed courtyards or other locations that are not visible from public areas. Designers shall give emphasis to vandalism resistant criteria when selecting all site fixtures and furniture.



PROJECT SIGNAGE



SITE FURNITURE



PLANTER POTS



DECORATIVE IRON TREE GRATE AND BIKE RACK



STATUARY ART SCULPTURE

#### **OUTDOOR SPACES/ LINKAGES**

- A variety of seating alternatives such as raised planters, seat walls, and benches shall be made available throughout the development's outdoor spaces, linkages and walkways.
- Use overhead structure elements such as trellis, canopies and overhangs to supply a gateway entry while at the same time ensuring an inviting space protected from climatic conditions.
- Statuary art and sculptures shall be used to add focal points to linkage nodes or to provide interest points within outdoor spaces.
- Decorative iron tree grates with an urban flare shall be used whenever possible within outdoor space and pedestrian circulation linkages.
- Bike racks shall be placed at appropriate intervals throughout all neighborhoods of the Commerce Station development.

#### STREETSCAPES AND PARKING LOTS

- Median strips and planters shall be utilized along the street as places for project theme signs and monumentation (i.e. light pole banners and decorative street signs.)
- Vertical architectural elements such as trellises and arbors shall be used along streetscape edges to help define different districts and guide circulation paths.
- Landscape elements shall not block sight lines for vehicular, pedestrian or bike lane traffic.
- Whenever possible decorative iron tree grates shall be used for trees planted adjacent to streetscape sidewalks.



DECORATIVE SITE FIXTURES

# 6.3 Hardscape Materials and Treatments

A hierarchy of hardscape materials, textures and treatments shall be employed throughout appropriate locations to help distinguish vehicle, bicycle and pedestrian pathways and linkages. Consistent enhanced paving techniques with high quality aesthetic characteristics shall be utilized throughout the development to create continuity and cohesiveness. All hardscape materials and treatments shall be designed in accordance with the Circulation Section of these design guidelines (see Section 4).



COMPLEMENTARY HARDSCAPE MATERIALS



COBBLE PAVERS



COLORED AND STAMPED CONCRETE

#### **ENTRIES**

- Enhanced paving is to be used along crosswalks to define pedestrian pathways from vehicular lanes.
- Narrow median noses are to be filled with enhanced paving to ease maintenance and add aesthetic value.
- To help add greater interest and increase the aesthetics of the entry, the addition of hardscape treatments (such as rock/cobble beds or decomposed granite) in the planter areas is highly promoted. All trees within the City right-of-way or parking lots are to be mulched with wood chips to a depth of approximately three (3) inches for a minimum of a three and one-half (3.5) foot to four (4) foot radius from the trunk.

#### TRAFFIC CIRCLES

- Use enhanced paving along crosswalks to define pedestrian pathways from vehicular lanes.
- Making use of a combination of different hardscape materials and textures in the right manner will improve pedestrian safety and overall circulation at these nodes by slowing traffic and guiding direction.

To help add greater interest and increase the aesthetics of each traffic circle, the addition of hardscape treatments (such as rock/cobble beds or decomposed granite) in the planter areas is highly promoted. All trees within the City right-ofway or parking lots are to be mulched with wood chips to a depth of approximately three (3) inches for a minimum of a three and one-half (3.5) foot to four (4) foot radius from the trunk.



TRAFFIC CALMING SPEED TABLE

#### **OUTDOOR SPACES/ LINKAGES**

- Attractive ground plane treatments shall be implemented to draw people into outdoor spaces.
   Enhanced paving techniques such as colored and stamped concrete or interlocking pavers shall be used to create pleasant spaces for informal gathering.
- Attractive paving techniques shall be implemented to draw people into these outdoor spaces.
- Distinct paving techniques in circulation linkage areas can help give direction and guidance to other circulation paths.



COMBINATION OF PAVING TECHNIQUES



ENHANCED PAVING USED TO DEFINE SPACES



ENHANCED PAVING AT CROSSWALKS



INTERLOCKING PAVERS

#### STREETSCAPES AND PARKING LOTS

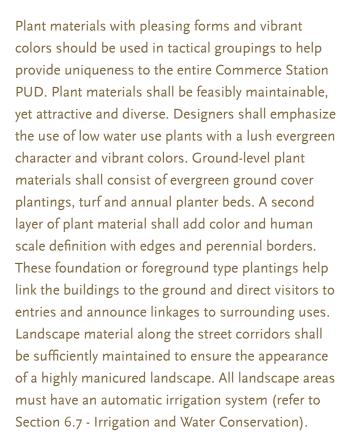
- The use of enhanced paving along crosswalks, and in strategic areas in parking lots to define pedestrian pathways from vehicular lanes is encouraged.
- Using a combination of different hardscape materials and textures in the right manner will improve pedestrian safety and overall circulation at these areas by slowing traffic and guiding direction.
- All median noses shall be hardscaped with textured or scored concrete in an earthtone color where it is too narrow to support plant life or to be efficiently irrigated.

#### PEDESTRIAN WALKWAYS

- Walkway materials shall be compatible with the buildings and other walkways in the PUD. Surfaces shall have a non-skid finish. Layout and design shall provide maximum comfort and safety to pedestrians. A variety of materials and colors are encouraged. Consistency and compatibility are required.
- Walkway patterns shall have an obvious relationship to the buildings. Frequent, convenient, and covered walkway connections may be provided along building frontages and, when feasible, between adjacent buildings, public sidewalks and bus turnouts.

## 6.4 Planting Design

Commerce Station plantings should be selected and placed in such a manner that upon maturity, open spaces can take on a more intimate human experience that reinforces entries, creates outdoor rooms, complements architecture, and visually enhances the project as a whole. Proper plant design can ensure that the public realm between the fronts of the buildings along the street express the driving identity of the Commerce Station PUD, and can contribute to the physical quality and comfort of the entire community.





WELL ORGANIZED PLANTING DESIGN



LUSH PLANT MATERIAL WITH VIBRANT COLOR



WELL MAINTAINED LANDSCAPE AREAS



CORNER ENTRY PALMS



PALMS AT TRAFFIC CIRCLES

To promote unity in the area, designers are encouraged to select plants from the recommended plant materials lists which follow in this Section. Additional plants may be specified at the discretion of the project designer subject to review and approval by the City of Sacramento. All landscape areas shall be consistent with Sacramento Municipal Code Section 17.68, "Landscaping and Paving Requirements."

#### **ENTRIES**

- Use tall narrow attractive Palms and a mix of shade canopy and accent flowering trees at each entry to reinforce sense of arrival.
- Use a mix of dark and bright green foliage with vibrant colored flowers to increase the attractiveness of these gateway entries.

#### TRAFFIC CIRCLES

- Use tall narrow attractive Palms and accent trees at each traffic circle to help identify each of these key circulation nodes.
- Use low groundcovers or turf around the outer edges of the traffic circle so as not to infringe on visual sight lines of vehicular circulation.

#### **OUTDOOR SPACES/LINKAGES**

- Use medium and large size shrubs as screens to help create a sense of place.
- Use medium and large size shrubs as hedges to help give direction or guidance to other circulation linkages.
- Vine plantings at ten (10) foot (on center) spacing are strongly encouraged on all screen walls and fences.
- Shade trees shall be provided in pedestrian areas. Selected trees shall offer sufficient canopy size and density to offer meaningful shade to users, while not impairing visibility of adjacent tenant storefronts and signage.
   Placement of shade trees shall be coordinated with pedestrian seating areas.

#### STREETSCAPES AND PARKING LOTS

- Surface Parking lot areas shall be planted with simple attractive plant species that are hardy and easily maintained.
- Trees and low shrubs shall be planted in medians throughout the project to help split up large spans of asphalt roadway.



SHADE TREES PROVIDE COMFORTABLE SPACES



PLANTING USED TO DEFINE PEDESTRIAN PATHS



SIMPLE YET ATTRACTIVE PARKING LOT PLANTING



LANDSCAPE CORRIDOR CHARACTER



ACCENT PLANTING

 Broad shade trees shall be used in the parking lot areas to minimize heat reflection absorption of the asphalt. Parking lot shade tree planting shall be designed in accordance with the City of Sacramento Shade Tree Ordinance.

#### **COMMERCE PARKWAY STANDARDS**

- Low shrub plantings and groundcovers shall form the under-story for the trees.
- The use of turf in the parkway strip should be limited to those areas where it is critical to provide a transition to the landscape scheme on the adjoining private property. Otherwise, the understory plantings for the parkway strip should be low shrubs and groundcovers to match the planting scheme used in the median.
- The design of the landscape plantings along Commerce Parkway within Commerce Station shall be related to adjacent, off-site segments of this street. Adjustments to the landscape concept plan described herein are desirable to provide appropriate transitions.

#### **LOCAL STREET REQUIREMENTS**

- A common landscape scheme shall be utilized on all public streets within Commerce Station. The design should emphasize the high quality standard of the development.
- To the extent possible, low water plant materials and groundcovers should be used.
- Low berms along the street frontages are encouraged where they will help screen parking areas from the public roadways. However, berms should not be designed so as to be an impediment to pedestrians.



TREE WELLS

### **6.5 Street Trees**

The type and character of Street Trees selected shall be based upon the location within Commerce Station, such as in parks, residential, mixed-use or commercial areas and the hierarchy of the streets. Along with providing shade during high temperature summer months, street trees can offer filtration of the air, supply oxygen to the environment and offer habitat for local birds and other species. Historically, the Sacramento area has been positively regarded as a green urban forest due to its large-canopy of street trees. The proper selection and placement of street trees within the Commerce Station PUD will establish character and quality to the community as well as help to reinforce that regional identity.



MEDIAN PLANTING



SHADE CANOPY TREE

#### **COMMERCE PARKWAY STANDARDS**

- The center median plantings include a continuous, rhythmic row of street trees. Acer rubrum 'October Glory', October Glory Red Maple, shall be the dominant street tree on Commerce Parkway.
- At least 80% of the deciduous trees will be the October Glory Red Maple. The remaining deciduous trees could be Celtis occidentalis, Common Hackberry, Quercus rubra, Red Oak, or Pistacia chinensis 'Keith Davey', Keith Davey, Chinese Pistache. Evergreen trees, such as Sequoia sempervirens, Coast Redwood, will be interspersed with the deciduous trees as shown.
- At intersections where the median is interrupted, accent style plantings shall be provided. The accent plantings at the intersections of Commerce Parkway and the five entryways into Commerce Station shall utilize Lagerstroemia indica 'Watermelon Red', Crape Myrtle flowering trees.
- The median nose will be hardscaped with colored and textured concrete consistent with Section 6.3, Hardscape Materials and Treatments.
- At the intersection of Commerce Parkway with Main Avenue and Club Center Drive, the accent plantings shall feature Pyrus kawakamii, Evergreen Pear, trees.

• The parkway strips within the Commerce Parkway right-of-way that lie between the back of the curb and the sidewalk will emphasize deciduous tree plantings. These trees will provide shade during the warm weather and allow available sunshine to penetrate in the winter.

#### **LOCAL STREET STANDARDS**

- "The Village" street corridor shall have a mix
   of shade trees and tall narrow palms within the
   median planters to announce a distinct vertical
   identity to "The Village" district streetscape. Accent
   tree plantings shall be used at ends of medians for
   visual appeal.
- Street tree plantings should be consistent along the street frontage.
- At least one street tree should be planted for each forty (40) feet of frontage.
- At least 70% of the street trees along any given public street within Commerce Station shall be of the same species.
- All trees within the City right-of-way or parking lots are to be mulched with wood chips to a depth of approximately three (3) inches for a minimum of a three and one-half (3.5) foot to four (4) foot radius from the trunk.



FORMAL STREET TREE ROWS

# TALL PALMS

#### 6.6 Plant Materials List

#### PRELIMINARY TREE LIST

Acer buergeranum / Trident Maple
Acer campestre / Hedge Maple

Acer x freemanii / Red x Silver Maple

Acer ginnala / Amur Maple

Acer henryi / Asian Maple

Acer nigrum 'Greencolumn' / Green Column Black Maple

Acer palmatum / Japanese Maple

Acer platinoides / Norway Maple

Acer rubrum 'October Glory' / October Glory Red Maple

Acer truncatum / Purpleblow Maple

Aesculus carnea / Red Horsechestnut

Arbutus unedo / Strawberry Tree

Carpinus betulus / European Hornbeam

Carpinus caroliniana / American Hornbeam

Carpinus japonicus / Japanese Hornbeam

Cedrus deodara / Deodar Cedar

Celtis occidentalis / Comon Hackberry

Celtis magnifica / Magnifica Hackberry

Cercis canadensis / Eastern Redbud

Chamaerops humilis / Mediterranean Fan Palm

Chionanthus retusus / Chinese Fringetree

Cinnamomum camphora / Camphor Tree

Fagus sylvatica / European Beech

Fraxinus ornus / Flowering Ash

Fraxinus pennsylvanica 'Oconee' or 'Urbanite' / Green Ash

Ginkgo biloba / Maidenhair Tree

Gymnocladus dioicus / Kentucky Coffee Tree

Lagerstroemia indica / Crape Myrtle

Magnolia grandiflora 'Green Giant' / Green Giant

Southern Magnolia

Nyssa sylvatica / Blackgum

Ostrya virginiana / Ironwood

Phoenix canariensis / Canary Island Date Palm

Pistacia chinensis 'Keith Davey' / Keith Davey Chinese

Pistache

Pinus canariensis / Canary Island Pine

Podocarpu macrophyllus maki / Yew Pine

Quercus agrifolia / Coast Live Oak

Quercus buckleyii / Texas Red Oak

Quercus castaneifolia / Chestnut Leaved Oak

Quercus cerris / Turkey Oak

Quercus coccinea / Scarlet Oak

Quercus comptoniae / Compton's Oak

Quercus douglasii / Blue Oak

Quercus falcata / Southern Red Oak

Quercus frainetto / Italian Oak

Quercus ilex / Holly Oak

Quercus lobata / Valley Oak

Quercus phellos / Willow Oak

Quercus rubra / Red Oak

Sequoia sempervirens 'Soquel' / Coast Redwood

Syringa pekinensis / Peking Lilac

Tilia Americana / American Linden

Tilia cordata / Little Leaf Linden

Tilia tomentosa / Silver Linden

Ulmus parvifolia / Chinese Elm

Washingtonia robusta / Mexican Fan Palm

Zelkova serrata / Japanese Zelkova



TOPIARY AND STANDARD PLANT MATERIALS



LONG LASTING FLOWER BLOOMS



VIBRANT FLOWER COLOR



LUSH FOLIAGE

#### PRELIMINARY SHRUB LIST

Abelia grandiflora 'Edward Goucher' / Glossy Abelia Artemisia stelleyana / Beach Wormwood Berberis thunbergi 'Atropurpurea' / Japanese Barberry Buxus microphylla japonica / Japanese Boxwood Coprosma kirkii / Coprosma Dietes vegata / Fortnight Lily Escallonia fradesii / Escallonia Euryops pectinatus / Euryops Hemerocallis hybrids / Daylilies Juniperus sabina / Juniper Juniperus sabina 'Tamariscifolia' / Tam Juniper Lavandula angustifolia / English Lavander Ligustrum texanum / Texas Privet Myrtus communis / Myrtle Nandina domestica 'Purpurea' / Dwarf Heavenly Bamboo

Osmanthus fragrans / Sweet Olive
Pennisetum setaceum / Fountain Grass
Phormium tenez 'Atropurpurea' / New Zealand Flax
Photonia fraseri / Photinia
Pittosporum tobira / Pittosporum
Pittosporum tobira 'Wheelers Dwarf' / Dwarf
Pittosporum
Prunus caroliniana 'compacta' / Laurel Cherry

Raphiolepis indica 'Ballerina' / Indian Hawthorn
Raphiolepis indica 'Clara' / Indian Hawthorn
Raphiolepis indica 'Pink Lady' / Indian Hawthorn
Rosa species / Rose
Strelitzia reginea / Bird-of-Paradise
Strelitzia nicolai / Giant Bird-of-Paradise
Viburnum davidii / Viburnum
Xylosma congestum / Shiny Xylosma

#### PRELIMINARY GROUND COVER LIST

Agapanthus orientalis / Lily of the Nile
Coprosma kirkii / Creeping Coprosma
Liriope muscari / Big Blue Lily Turf
Rosa meideland / Ground Cover Rose
Trachelospermum jasminoides / Star Jasmine
Vinca minor / Dwarf Periwinkle
Myoporum parvifolium / Prostrate Myoporum



LOW GROUND COVER PLANTING

#### PRELIMINARY VINE LIST

Bouganvillea sp. / Bouganvillea
Campsis redicans / Common Trumpet Vine
Clematis sp. / Clematis
Clytostoma callistegioides / Violet Trumpet Vine
Ficus repens / Creeping Fig
Lonicera japonica / Honeysuckle
Parthenocissus quinquefolia / Virginia Creeper
Parthenocissus tricuspidata / Boston Ivy
Pasiflora alato caerulea / Passion Vine
Rosa 'Cecile Brunner' / Climbing Rose
Wisteria sinensis / Chinese Wisteria



GREEN SCREEN CLIMBERS

# 6.7 Irrigation and Water Conservation

- Irrigation systems should be designed to ensure the efficient use of water and discourage vandalism.
- To help ensure an efficient irrigation system, plants should be grouped in hydrozones, which are combinations of plants with similar water needs.
   To avoid under- and over-watering the irrigation system will need to be regulated to the needs of each hydrozone.
- The use of low-water native plants and ornamentals is highly encouraged.
- All landscape areas must be irrigated with an automatic irrigation system controlled by a timer.
- Rain shut-off valves and moisture sensors shall be used as necessary to minimize over watering in commercial and mixed-use areas and along streetscapes.
- Irrigation controls and pedestals shall be screened from view by plant material or other attractive site elements.
- Drip and/or bubbler type irrigation shall be used for shrubs and trees for deeper root watering and to promote water conservation.

- Conventional spray irrigation systems with headto-head coverage shall be used for turf areas.
   Avoid using misting spray heads as they can lose significant amounts of moisture to evaporation and wind drift.
- Organic material such as bark mulch to an approximate depth of three (3) inches shall be used on all exposed soil within planter areas to reduce moisture evaporation and help control weeds.
- All landscaping areas must comply with the local water-use standards.

# 6.8 Fencing and Walls

Fences and walls provide security, privacy, sound attenuation as well as create separation between uses of differing intensities. However, when they are used in excess, walls and fences can discourage pedestrian movement between residential, commercial and public use areas. The main principal for using walls and fences within Commerce Station is to provide them when they are necessary but to minimize their use through implementation of proper site planning and appropriate building orientation.

 Walls and fences shall not be used in a way that may reduce connectivity between the different land uses within the PUD.



LOW LANDSCAPE WALLS



SEAT WALL



RAISED PLANTER BED



OPEN STEEL / IRON FENCING

- High-quality fencing and wall materials that are aesthetically pleasing shall be used in order to complement the character of the unique areas within the Commerce Station community.
- Permeable fencing shall be used to allow visual access to view corridors, parks and public spaces.
- High masonry walls shall be avoided except to screen or prevent private access.
- All walls should coordinate with the architecture of the building with which they are associated.
- Solid screen walls are not permitted within the building setback area of the front yard of the building.
- Vine plantings are strongly encouraged at ten (10) foot (on center) spacing on all solid walls and screen fences.
- The selection of wall materials shall consider graffiti control. Materials that discourage graffiti are strongly preferred. The use of materials that facilitate graffiti removal without marring the original appearance of the wall is strongly encouraged.
- Graffiti must be adequately controlled by the owner.
- No chain link fencing is allowed within Commerce Station.

# 7. Signage and Graphics

The Commerce Station PUD comprises a variety of land uses and internal destinations. Land uses are grouped together into unique, but related neighborhoods. Architectural design, landscape elements and project signage all work together to identify and highlight the unique character of each neighborhood while also reinforcing the perception of Commerce Station as a singular place. Signage detailed in this section establishes a common vocabulary of sign design, quality level, materials, colors and techniques that is to be implemented throughout the project site.



MONUMENTS

Project signage is intended to serve the following purposes:

- Present the overall project identity (name).
- Present neighborhood identity at arrival points.
- Enhance the visibility of businesses.
- Provide retail tenant identity to freeway travelers.
- Define the gateways and boundaries of the project.
- · Promote wayfinding.
- Identify roads and destinations within the project.



STOREFRONTS

## 7.1 Purpose and Hierarchy

Signage hierarchy for the project is as follows:

#### **Freestanding Signage:**

- A. Freeway Pylon Sign
- B. External Monument Signs
- C. Major Entry Gateway Signs
- D. Minor Entry Gateway Signs
- E. Directional Signs Vehicular Wayfinding
- F. Directional Signs Pedestrian Wayfinding



WAYFINDING

- G. Street Name Signs
- H. Regulatory Signs

#### Office and Retail Tenant Identity Signage:

- A. Wall Signs
- B. Primary Projecting Signs
- C. Secondary Projecting / Suspended Signs
- D. Building Directory
- E. Awning / Canopy Signage
- F. Window Graphics
- G. Menu Displays
- H. Detached Signs
- I. Special Signage

This section supersedes the provisions of the City of Sacramento Sign Ordinance and establishes locations, quantities, content and maximum sign sizes allowed for these graphic elements. In addition, this section describes the individual sign types that comprise the Project Signage program. Included in the description of each sign type is a character sketch of each that shall be used to guide design development of the program. Signs must be designed as integral parts of landscaped areas to become part of the fabric that ties Commerce Station together as one place (see Section 6 - Landscape and Streetscape).

# **7.2 Freestanding Signage**

Freestanding signage shall include a Freeway Pylon Sign, Entry Monument Signs, Multi-Tenant Monument Signs, Directory Signs and Ornamental Banners. The locations of each sign type is depicted in Figure 7A, followed by specific signage criteria for each freestanding signage type.

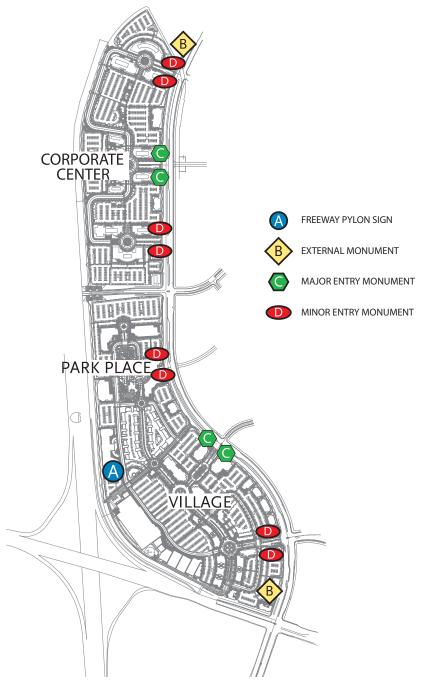


FIGURE **7**A: FREESTANDING SIGNAGE PLAN

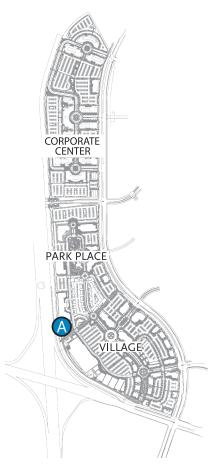


FIGURE 7B:
FREEWAY PYLON SIGN LOCATION

#### A. FREEWAY PYLON SIGN

#### **Description and Purpose:**

A freestanding pylon sign oriented to freeway traffic announces the project identity and displays retail and office tenant names. Sign is double-sided and oriented perpendicular to the freeway (see Figure 7C). Sign may have one (1) Anchor Tenant panel, a maximum of four (4) Major Tenant panels, and a maximum of one (1) Pad Tenant panel. The Pad Tenant panel may be subdivided into a maximum of four (4) equal spaces for tenant logos.

#### **Quantity and Location:**

One (1) sign fronting I-5 at the location indicated (see Figure 7B).

#### Materials:

Stone, stucco, natural and painted metals and/or other materials related to building architecture of Commerce Station. Acrylic may be used for illuminated portions of the sign only.

#### Lighting:

Halo, indirect and/or internal illumination.

#### **Overall Sign Size:**

72'-0" H x 31'-0" W Maximum

#### Letter/Logo Heights:

Project Identification: 2'-6" Letter; 6'-0" Logo Maximum

Anchor Tenant: 4'-0" Letter; 10'-0" Logo Maximum

Major Tenant: 3'-0" Letter/Logo Maximum

Pad Tenant: 3'-6" H x 3'-6" W Logo Maximum

#### Sign Areas:

Project Identification: 60 SF Maximum per side
Anchor Tenant: 200 SF Maximum per side
Major Tenant: 75 SF Maximum per side
Pad Tenant: 15 SF Maximum per side

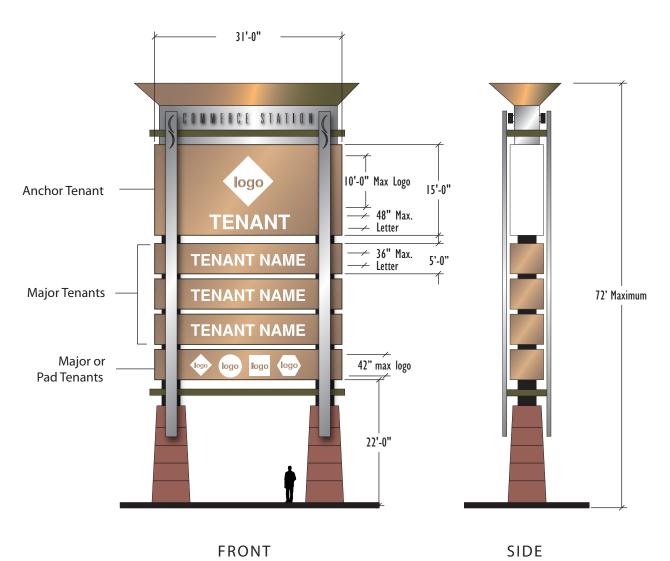


FIGURE **7**C: FREEWAY PYLON SIGN ILLUSTRATION



FIGURE 7D: EXTERNAL MONUMENT LOCATIONS

#### **B. EXTERNAL MONUMENT SIGNS**

#### **Description and Purpose:**

A freestanding monument sign designed as an integral part of a landscape external monument feature (see Section 6.1 - Monument Features). Sign is single-sided, oriented toward arriving traffic, and establishes project identity at the outer limits of Commerce Station (see Figure 7E).

#### **Quantity and Location:**

Two (2) signs total, one located at each end of the project's North/South boundaries as indicated (see Figure 7D).

#### Materials:

Stone, stucco, natural and painted metals and/or other materials related to the building architecture of Commerce Station.

#### Lighting:

Sign shall be halo and/or indirectly lit from the surrounding landscaped areas.

#### **Overall Sign Size:**

5'-6" H x 24'-0" W Maximum

#### Letter/Logo Heights:

Project Identification: 2'-0" Letter; 5'-0" Logo Maximum



DASHED LINES INDICATE LANDSCAPE FEATURE (SEE SECTION 6.1)

FIGURE 7E: EXTERNAL MONUMENT SIGN ILLUSTRATION



FIGURE **7**F:
MAJOR ENTRY GATEWAY SIGN LOCATIONS

# C. MAJOR ENTRY GATEWAY SIGNS

# **Description and Purpose:**

A freestanding monument sign designed as an integral part of a landscape major entry monument feature (see Section 6.1 - Monument Features). Sign is single-sided, oriented toward arriving traffic, and provides project and tenant identity (see Figure 7G).

# **Quantity and Location:**

Four (4) signs total, two located at each of the project's major entries as indicated (see Figure 7F).

#### Materials:

Stone, stucco natural and painted metals and/or other materials related to the building architecture of Commerce Station. Retail tenants may use corporate colors and logos.

# Lighting:

Project Identification: Halo and/or indirectly lit from the

surrounding landscaped areas.

Retail Tenant ID: Internally lit, halo lit or lit from

landscaped areas.

Office Tenant ID: Lit from landscaped areas.

Neighborhood ID: Lit from landscaped areas.

# **Overall Sign Size:**

5'-6" H x 28'-0" W Maximum

# Letter/Logo Heights:

Project Identification: 0'-16" Letter; 3'-6" Logo Maximum
Retail Tenant ID: 0'-12" Letter; 0'-16" Logo Maximum

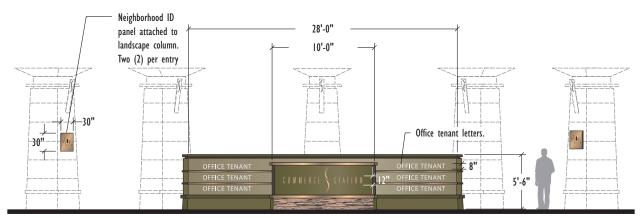
4 Tenants Maximum

Office Tenant ID: o'-8" Letter/Logo Maximum

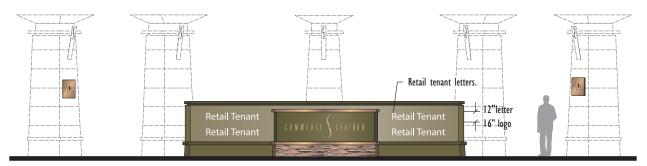
6 Tenants Maximum

Neighborhood ID: 2'-6" H x 2'-6" W Panel Maximum

2 Panels per Landscape Feature



TYPICAL CORPORATE CENTER ENTRY FEATURE WITH OFFICE TENANT LETTERS DASHED LINES INDICATE LANDSCAPE FEATURE (SEE SECTION 6.1)



Typical park place entry feature with retail tenant letters dashed lines indicate landscape feature (see section 6.1)

FIGURE 7G:
MAJOR ENTRY GATEWAY SIGN ILLUSTRATIONS

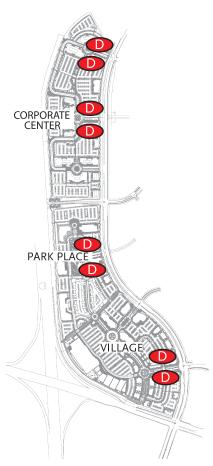


FIGURE **7**HMINOR ENTRY GATEWAY SIGN LOCATIONS

#### D. MINOR ENTRY GATEWAY SIGNS

# **Description and Purpose:**

A freestanding monument sign designed as an integral part of a landscape minor entry monument feature (see Section 6.1 - Monument Features). Sign is single-sided, oriented toward arriving traffic, and provides project, neighborhood and tenant identity (see Figure 7I).

# **Quantity and Location:**

Eight (8) signs total, two located at each of the project's minor entries as indicated (see Figure 7H). Signage elements shall be installed on both sides of the entry intersection.

# Materials:

Stone, stucco, natural and painted metals and/or other materials related to the building architecture of Commerce Station. Retail tenants may use corporate colors and logos.

# Lighting:

Project Identification: Halo and/or indirectly lit from the

surrounding landscaped areas.

Retail Tenant ID: Internally lit, halo lit or lit from

landscaped areas.

Office Tenant ID: Lit from landscaped areas.

Neighborhood ID: Lit from landscaped areas.

# **Overall Sign Size:**

5'-6" H x 20'-0" W Maximum

# Letter/Logo Heights:

Project ID: 0'-16" Letter; 3'-6" Logo Maximum

Retail Tenant ID: Must fit into 3'-6" H x 2'-6" area as shown in Figure 71.

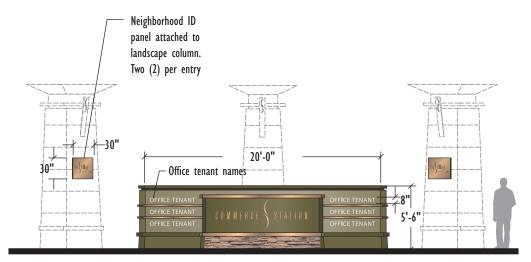
4 Tenants Maximum, 2 per side

Office Tenant ID: o'-8" Letter/Logo Maximum

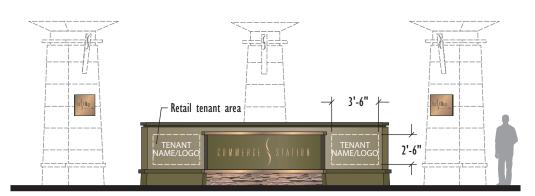
6 Tenants Maximum, 3 per side

Neighborhood ID: 2'-6" H x 2'-6" W Panel Maximum

2 Panels per Landscape Feature

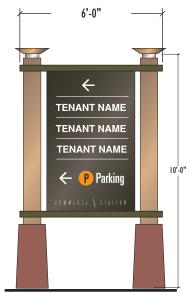


TYPICAL CORPORATE CENTER ENTRY FEATURE WITH OFFICE TENANT LETTERS DASHED LINES INDICATE LANDSCAPE FEATURE (SEE SECTION 6.1)

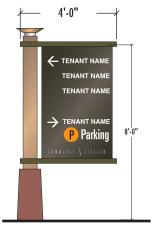


TYPICAL PARK PLACE ENTRY FEATURE WITH RETAIL TENANT LETTERS DASHED LINES INDICATE LANDSCAPE FEATURE (SEE SECTION 6.1)

FIGURE 71 - MINOR ENTRY GATEWAY FEATURE ILLUSTRATION



PRIMARY DIRECTIONAL



SECONDARY DIRECTIONAL

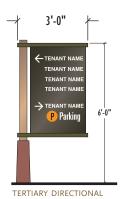


FIGURE **7J**: VEHICULAR DIRECTIONAL SIGNS

#### E. DIRECTIONAL SIGNS - VEHICULAR WAYFINDING

# **Description and Purpose:**

Freestanding signage to facilitate vehicular navigation of the project (see Figure 7J).

# **Quantity and Location:**

As required to facilitate vehicular flow. Maximum number of wayfinding signs is not regulated. Signs may be located in advance of intersections and vehicular decision points throughout the project.

#### Materials:

Painted and natural metals with stone, stucco or other base materials related to building architecture of Commerce Station.

# Lighting:

Signs may be internally lit, unlit, or lit from landscaped areas. If unlit, directional information shall be reflective.

# **Overall Sign Size:**

Sign sizes shall vary according to the amount of information needing to be conveyed at each location.

Maximum size shall be as follows:

Overall Height: 10'-0" Maximum

Overall Width: 6'-0" Maximum

Sign Area: 40 SF Maximum per side

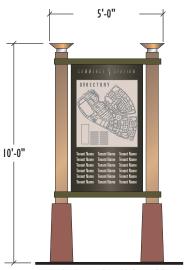
#### F. DIRECTIONAL SIGNS - PEDESTRIAN WAYFINDING

# **Description and Purpose:**

Freestanding signage to facilitate pedestrian navigation and encourage on-foot exploration of the PUD. Signs may have site directory maps and areas for promotional displays (see Figure 7K).

# **Quantity and Location:**

As required to facilitate pedestrian flow. Maximum number of wayfinding signs is not regulated. Signs may be located at pedestrian decision points throughout the project.



#### MULTI-SIDED INFORMATION KIOSK

#### Materials:

Painted and natural metals with stone, stucco or other base materials related to building architecture of Commerce Station.

# Lighting:

Signs may be internally lit, unlit, or lit from landscaped areas.

# Sign Size:

Sign sizes shall vary according to the amount of information needing to be conveyed at each location.

Maximum size shall be as follows:

Overall Height: 10'-0" Maximum

Overall Width: 5'-0" Maximum

Sign Area: 30 SF Maximum per side

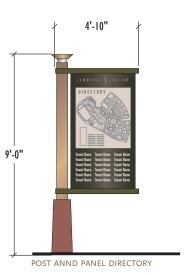
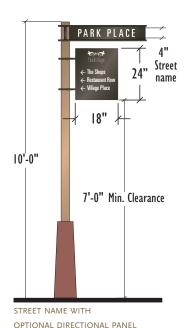


FIGURE **7**K: PEDESTRIAN DIRECTIONAL SIGNS



# PARK PLACE 4" Street name

FIGURE **7**L: STREET NAME SIGNS

#### G. STREET NAME SIGNS

# **Description and Purpose:**

Freestanding signage to identify streets within Commerce Station. Signs may have an optional directional panel as shown (see Figure 7L).

# **Quantity and Location:**

Two (2) signs per intersection minimum. Signs shall be located at all street intersections within the project.

#### Materials:

Natural and painted metals with optional stone, stucco or other base materials related to building architecture of Commerce Station. Street name shall be reflective vinyl.

# Lighting:

Signs are unlit.

# Sign Size:

Overall Height: 10'-0" Maximum
Street Name Height: 0'-4" Letter Minimum

All Capital Letters

Directional Panel: 2'-0" H x 1'-6" W Maximum

(Optional)

Sign Clearance: 7'-0" Minimum

# H. REGULATORY SIGNS

# **Description and Purpose:**

Freestanding (as shown in Figure 7M) or wall mounted signage for the purpose of on-site regulatory enforcement.

# **Quantity and Location:**

One (1) sign at each vehicular and parking structure entry. Signs may also be located at entries to parking areas and around outdoor congregation spaces.

# Materials:

Signs shall be designed to complement other signage and design elements of Commerce Station. Regulatory information shall be reflective vinyl.

# Lighting:

Signs are unlit.

# Sign Size:

Overall Height: 5'-0" Maximum

Panel Area: 8 SF Maximum per side

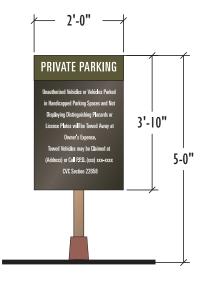


FIGURE 7M: REGULATORY SIGNS

# 7.3 Tenant Signage

# **SIGN TYPES**

Tenant signage includes all signs for the purpose of identifying and promoting businesses within Commerce Station. All tenant signage shall be designed to complement the architecture of the surrounding buildings and enhance the character of the development. Creative signage design, expert craftsmanship and high quality sign materials shall be the hallmark of Commerce Station.

Tenants are permitted the use of a combination of sign types, depending on the sign zone they occupy (see Figure 7Y - Sign Zone Diagram, on Page 124). The general criteria for all tenant sign types is described in this section. Sign types are as follows:

- A. Wall Signs
- B. Primary Projecting Signs
- C. Secondary Projecting / Suspended Signs
- D. Building Directory
- E. Awning / Canopy Signage
- F. Window Graphics
- G. Menu Displays
- H. Detached Signs
- I. Special Signage

# Specific signage criteria for each zone is as follows.

1.	Mixed-Use Zone	Page 125
2.	Business Center Zone	Page 128
3.	Corporate Center Zone	Page 131
4.	Commercial Center Zone	Page 134



FIGURE 7N:
LINE LENGTH EQUALS 70% OF TENANT FRONTAGE

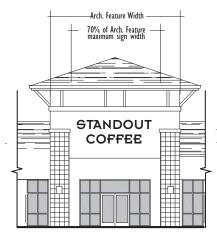


FIGURE 70:
LINE LENGTH EQUALS 70% OF ARCHITECTURAL
FEATURE

#### A. WALL SIGNS

# **Description and Purpose:**

Signs mounted to exterior building walls for the purpose of primary tenant identity and promotion. Signs may be fabricated or flat cutout individual letters and logos. Sign cabinets and sign frames are allowed only with landlord approval and when designed as an integral part of the building or storefront. Exposed raceway signs are not permitted. Primary wall signs shall display tenant name and/or logo only. Secondary wall signs may display department or service names, such as "Pharmacy", "Garden Center", etc.

#### Location:

Except for upper floor wall signs in the Business Center and Corporate Center zones, all signs must be located on exterior walls of tenant's space.

# Line Length:

The overall length of the sign shall not exceed 70% of the width of the occupant's building frontage or architectural feature that it is attached to (see Figures 7N and 7O).

See specific Sign Zone regulations for the following:

- Quantity
- · Sign Area
- Letter/Logo Height
- · Location Height
- Lighting
- Color

# **B. PRIMARY PROJECTING SIGNS**

# **Description and Purpose:**

Projecting signs may be used for the purpose of primary tenant identity by first floor businesses (see Figure 7P).

# **Quantity and Location:**

Projecting signs may be used in lieu of the same number of Wall Signs. See Sign Zone for permitted number of signs. Total number of primary projecting and wall signs may not exceed the maximum quantity specified in the Sign Zone regulations. Projecting signs are attached perpendicular to the building surface

#### Materials:

Sign construction may consist of cut or fabricated and painted metals, exterior plastics and various sculpted materials. Signs shall be artistically designed to complement the building architecture and/or storefront.

# **Clearance Height:**

Minimum of 8'-0" from sidewalk to bottom of sign (see Figure 7p).

# **Projection Distance:**

Maximum of 3'-0" from building face (see Figure 7p), except in the Commercial Zone, where the maximum projection is 6'-0" from the building face.

# Lighting:

Signs may be internally lit, exposed neon channel letters, halo lit, unlit or indirectly lit.

#### Color:

Custom colors are permitted.

See specific Sign Zone regulations for the following:

- Sign Area
- Location Height

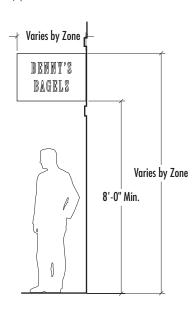


FIGURE **7**P: PRIMARY PROJECTING SIGN

# Supports Sign panel 1'-6" Max. 8'-0" Min. to grade 48" Max.

FIGURE **7Q**:
SECONDARY PROJECTING SIGN

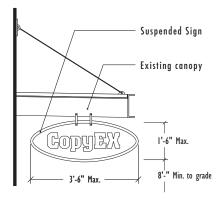


FIGURE 7R:
SECONDARY SUSPENDED SIGN

# C. SECONDARY PROJECTING / SUSPENDED SIGNS

# **Description and Purpose:**

Secondary projecting signs and signs suspended from canopies and awnings are permitted to identify the tenant's public entry (see Figures 7Q and 7R).

# **Quantity and Location:**

Maximum of one (1) sign per tenant entry. Signs may be suspended from existing canopies and awnings or attached to the building.

#### Materials:

Signs shall be dimensional and make creative use of layering and materials. Flat sign panels with painted or adhesive lettering are not permitted. Sign construction shall consist of cut or fabricated and painted metals, cut and painted acrylic and other exterior plastics and various exterior grade sculpted materials.

# Sign Area:

Maximum of 4 SF per side.

# **Location Heights:**

Maximum of 12'-0" from sidewalk to top of sign. Minimum of 8'-0" from sidewalk to bottom of sign.

# **Projection Distance:**

Maximum of 3'-0" from building face (see Figure 7p),

# Lighting:

Signs may be unlit or indirectly lit.

#### Color:

# D. BUILDING DIRECTORY

# **Description and Purpose:**

Freestanding or wall mounted signs to identify upper floor tenants (see Figures 7S and 7T).

# **Quantity and Location:**

Maximum of one (1) sign per building entry located near the building lobby entrance.

# Materials:

Signs shall be constructed of high quality materials relating to the building architecture.



6'-0" Max.

TENANT ONE

TENANT THREE

TENANT FOUR

# Sign Area:

Maximum of 20 SF.

# **Location Height:**

Maximum of 6'-o" from sidewalk to top of sign.

# Lighting:

Signs may be unlit or indirectly lit.

#### Color:

Sign face or cabinet shall relate to the building colors. Tenant names shall all appear in one standard color.

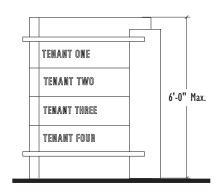


FIGURE 7T: FREESTANDING DIRECTORY

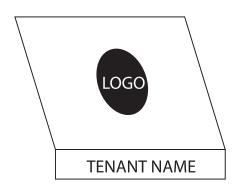


FIGURE **7**U:
AWNING GRAPHICS

# E. AWNING / CANOPY SIGNAGE

# **Description and Purpose:**

An identification emblem, insignia, logo, graphic or other similar feature painted, placed, or installed on an awning or canopy (see Figure 7U).

# Materials:

Graphics shall be adhesive vinyl, painted or screenprinted on canvas or awning material.

# Sign Area:

Name and graphic shall not exceed 25% of the awning surface area.

# Lighting:

Signs may be unlit or indirectly lit.

#### Color:

# F. WINDOW GRAPHICS

# **Description and Purpose:**

Graphics for the purpose of tenant identification and display of courtesy information (hours, credit cards etc.) only (see Figure 7V).

# quantity and location:

One (1) sign per tenant entry. Tenant may install graphics on entry door glass, sidelights and/or windows.



FIGURE **7**V: WINDOW GRAPHICS

# Materials:

Adhesive vinyl applied to glass.

# Sign Area:

Maximum of 5 SF.

#### Color:



FIGURE **7**W:
MENU DISPLAY

# G. MENU DISPLAYS

# **Description and Purpose:**

Restaurant tenants may display menus in wall mounted display cabinets. Cabinets shall be artistically designed to complement the building or storefront architecture (see Figure 7W).

# **Quantity and Location:**

One (1) sign per occupant entry located near tenant's main entry door.

#### Materials:

Signs shall be constructed of high quality metals with painted or natural finishes designed for outdoor applications.

# Sign Area:

Maximum of 6 SF.

# Lighting:

Cabinets may be externally or internally lit.

# Color:

#### H. DETACHED SIGNS

# **Description and Purpose:**

Freestanding signs to be used by Hotel/Recreation Use tenants for identification and building addressing (see Figure 7X).

# **Quantity and Location:**

Maximum of one (1) per street frontage. Sign shall be located at or near occupant driveway entries. All detached signs shall be located ten (10) feet from any property line and five feet from any driveway in order to provide a clear vision area.

# Sign Area:

Maximum of 50 SF.

# **Location Height:**

Maximum of 6'-0" from grade to top of sign.

# Materials:

Signs shall be constructed of high quality materials relating to the building architecture.

# Lighting:

Signs may be internally lit, halo lit, unlit or indirectly lit.

# Color:

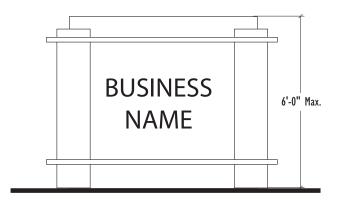


FIGURE **7**X: DETACHED SIGN

#### I. SPECIAL SIGNAGE

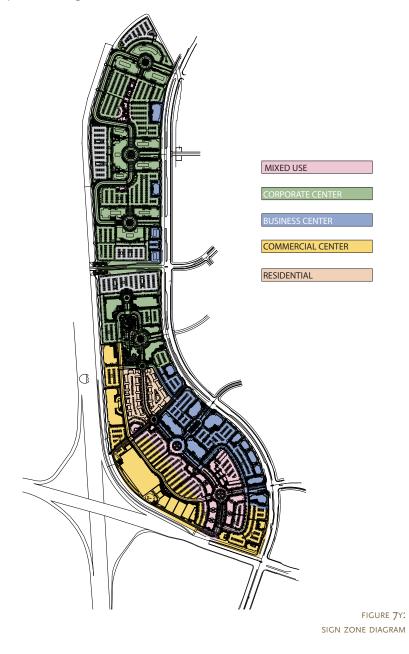
Subject to the review and approval, retail businesses and facilities that are entertainment or culturally oriented and contribute to the active night-life of Commerce Station may be permitted creative signage which does not conform to the requirements of this document.

Examples of special signs include, but are not limited to the following: exposed neon tubing, flashing, or traveling lights, etc.

To be considered for approval, tenant must demonstrate that the proposed signage is appropriate to the tenant's business and compatible with and beneficial to the character of Commerce Station.

# **SIGN ZONES**

In addition to the general signage criteria provided by Sign Type, the following is signage criteria specific to the Sign Zones as depicted in Figure 7Y.



#### 1. MIXED-USE ZONE

The Mixed-Use zone consists of first floor retail spaces with offices or residential uses on the upper floors. All signage in the Mixed-Use zone shall be designed to enhance the village character of the surrounding buildings, streetscape and landscaped areas. Creative and well-constructed signage is essential to the success of businesses at Commerce Station. Sign materials shall be of the highest quality with weatherproof finishes.

First floor retail and office occupants and upper floor office and residential occupants are allowed a combination of signage elements as established in the following section.

# A. WALL SIGNS

# FIRST FLOOR TENANT WALL SIGNS

# Quantity:

One (1) wall sign may be located on each tenant building frontage with a maximum of three (3) signs.

# Sign Area:

Maximum of 2 SF per lineal frontage of the facade upon which the sign is located, not to exceed 45 SF.

# Letter/Logo Height:

Maximum of 2'-0".

# **Location Height:**

Signs shall be located below the second floor window sill line.

# Lighting:

Signs shall be internally lit, exposed neon channel letters, halo lit, unlit or indirectly lit.

#### Color:

Custom colors are permitted.

# UPPER FLOOR TENANT WALL SIGNS

# Quantity:

Maximum of two (2) signs per building frontage.

# Sign Area:

Maximum of 50 SF.

# Letter/Logo Height:

Maximum of 2'-0".

# **Location Height:**

Signs shall be located above the second floor level but below the top of the parapet or building wall.

# Lighting:

Non illuminated or halo illuminated.

# Color:

Custom colors are permitted with landlord approval.

# **B. PRIMARY PROJECTING SIGNS**

# Sign Area:

Maximum of 30 SF per side.

# **Location Height:**

Maximum of 20'-0" from sidewalk to top of sign. Top of sign may not project above the building roof or parapet nor encroach on upper floor windows in areas with residential occupants on upper floors.

# C. SECONDARY PROJECTING / SUSPENDED SIGNS

See corresponding Sign Types category for signage criteria.

# D. BUILDING DIRECTORIES

See corresponding Sign Types category for signage criteria.

# E. AWNING / CANOPY SIGNAGE

See corresponding Sign Types category for signage criteria.

#### F. WINDOW GRAPHICS

See corresponding Sign Types category for signage criteria.

# G. MENU DISPLAYS

See corresponding Sign Types category for signage criteria.

# H. DETACHED SIGNS

Not permitted.

# I. SPECIAL SIGNAGE

See corresponding Sign Types category for signage criteria.

#### 2. BUSINESS CENTER ZONE

The Business Center Zone consists of first floor retail or office spaces with office uses on the upper floors. All signage in the Business Center Zone shall be designed to enhance the business character of the surrounding buildings, streetscape and landscaped areas.

#### A. WALL SIGNS

# FIRST FLOOR TENANT WALL SIGNS

# Quantity:

One (1) wall sign per occupant building frontage with a maximum of three (3) signs.

# Sign Area:

Maximum of 2 SF per lineal frontage of the facade upon which the sign located, not to exceed 45 SF.

# Letter/Logo Height:

Maximum of 2'-0".

# **Location Height:**

Signs shall be located below the second floor window sill line.

# Lighting:

Signs shall be internally lit, exposed neon channel letters, halo lit, unlit or indirectly lit.

#### Color:

# UPPER FLOOR TENANT WALL SIGNS

# **Quantity:**

Maximum of three (3) signs of different logo/name may appear on a single building face provided there are architectural building features which separate the signs. A minimum of 50 feet clear space must be maintained between any two different logo/name signs.

# Sign Area:

Maximum of 120 SF. The length of the sign shall not exceed 25% percent of the length of linear building face on which the sign is affixed.

# Letter/Logo Height:

Maximum of 3'-o".

# **Location Height:**

Signs shall be located above the second floor level but below the top of the parapet or building wall.

# Lighting:

Non illuminated or halo illuminated.

# Color:

Custom colors are permitted with landlord approval.

# **B. PRIMARY PROJECTING SIGNS**

# Sign Area:

Maximum of 16 SF per side.

# **Location Height:**

Maximum of 15'-0" from sidewalk to top of sign. Top of sign may not project above the building roof or parapet nor encroach on upper floor windows.

# C. SECONDARY PROJECTING / SUSPENDED SIGNS

See corresponding Sign Types category for signage criteria.

# D. BUILDING DIRECTORIES

See corresponding Sign Types category for signage criteria.

# E. AWNING / CANOPY SIGNAGE

See corresponding Sign Types category for signage criteria.

# F. WINDOW GRAPHICS

See corresponding Sign Types category for signage criteria.

# G. MENU DISPLAYS

See corresponding Sign Types category for signage criteria.

# H. DETACHED SIGNS

Not permitted.

# I. SPECIAL SIGNAGE

Not permitted.

# 3. CORPORATE CENTER ZONE

The Corporate Center Zone consists of first floor retail or office spaces with office uses on the upper floors. All signage in the Corporate Center Zone shall be designed to enhance the corporate center character of the surrounding buildings, streetscape and landscaped areas.

#### A. WALL SIGNS

# FIRST FLOOR TENANT WALL SIGNS

#### Quantity:

One (1) wall sign per occupant building frontage with a maximum of three (3) signs.

# Sign Area:

Maximum of 2 SF per lineal frontage of the facade upon which the sign located, not to exceed 45 SF.

# Letter/Logo Height:

Maximum of 2'-0".

# **Location Height:**

Signs shall be located below the second floor window sill line.

# Lighting:

Signs shall be internally lit, exposed neon channel letters, halo lit, unlit or indirectly lit.

#### Color:

Custom colors are permitted with landlord approval.

# UPPER FLOOR TENANT WALL SIGNS

# Quantity:

Maximum of three (3) signs of different logo/names may appear on a single building face provided there are architectural building features which separate the signs. A minimum of 50 feet clear space must be maintained between any two different logo/name signs.

# Sign Area:

Maximum of 150 SF.

# Letter/Logo Height:

Maximum of 5'-0".

# **Location Height:**

Signs shall be located above the second floor level but below the top of the parapet or building wall.

# Lighting:

Non illuminated or halo illuminated.

# **Color:**

Custom colors are permitted with landlord approval.

# **B. PRIMARY PROJECTING SIGNS**

# Sign Area:

Maximum of 16 SF per side.

# **Location Height:**

Maximum of 15'-0" from sidewalk to top of sign. Top of sign may not project above the building roof or parapet nor encroach on upper floor windows.

# C. SECONDARY PROJECTING / SUSPENDED SIGNS

See corresponding Sign Types category for signage criteria.

# D. BUILDING DIRECTORIES

See corresponding Sign Types category for signage criteria.

# E. AWNING / CANOPY SIGNAGE

See corresponding Sign Types category for signage criteria.

# F. WINDOW GRAPHICS

See corresponding Sign Types category for signage criteria.

# G. MENU DISPLAYS

See corresponding Sign Types category for signage criteria.

# H. DETACHED SIGNS

Not permitted.

# I. SPECIAL SIGNAGE

Not permitted.

# 4. COMMERCIAL CENTER ZONE

This section provides for signage and graphics for retail merchants, hospitality and recreation uses. Creative and well-constructed signage is essential to the success of businesses at Commerce Station. Signage must be in scale with the individual buildings, allowing for adequate amounts of visual open space on the building facades.

# A. WALL SIGNS

# **ALL TENANTS**

# Lighting:

Signs may be internally lit, exposed neon channel letters, halo lit, unlit or indirectly lit.

# Color:

# ANCHOR RETAIL TENANTS

(75,000 SF OR MORE OF LEASE SPACE)

# Quantity:

Primary Signs: One (1) per tenant building frontage with a maximum of two (2) signs permitted for tenants with freeway frontage.

Secondary Signs: Two (2) per tenant building frontage with a maximum of four (4) signs permitted for tenants with freeway frontage.

# Sign Area (aggregate):

Maximum of 3 SF per linear foot of tenant building frontage, not to exceed 350 SF per frontage. Primary and secondary signs shall be included in the total aggregate sign area for that individual frontage.

# Letter/Logo Height:

Primary Sign: 6'-o" maximum letter height. Logo mark to be appropriately scaled for building frontage.

Secondary Sign: 3'-0" maximum letter height.

# **MAJOR TENANTS**

(10,000 - 74,999 SF OF LEASE SPACE)

# Quantity:

Primary Signs: One (1) per tenant building frontage with a maximum of two (2) signs permitted for tenants with freeway frontage.

Secondary Signs: Two (2) per tenant building frontage with a maximum of four (4) signs permitted for tenants with freeway frontage.

# Sign Area (aggregate):

Maximum of 3 SF per linear foot of tenant building frontage, not to exceed 200 SF per tenant frontage. Primary and secondary signs shall be included in the total aggregate sign area for that individual frontage.

# Letter/Logo Height:

Primary Sign: 4'-0" maximum letter height. Logo mark to be appropriately scaled for building frontage.

Secondary Sign: 2'-0" maximum letter height.

# MINOR TENANTS

(UP TO 9,999 SF OF LEASE SPACE)

# Quantity:

Primary Signs: One (1) per tenant building frontage with a maximum of two (2) signs permitted for occupants located on corners.

Secondary Signs: One (1) sign on entry side of building.

# Sign Area (aggregate):

Maximum of 1.5 SF per front foot of building occupancy. Primary and secondary signs shall be included in the total aggregate sign area for that individual frontage.

# Letter/Logo Height:

Primary Sign: 2'-6" maximum letter height.. Logo mark to be appropriately scaled for building frontage.

Secondary Sign: 1'-0" maximum letter height.

# PAD BUILDING - SINGLE TENANT

(2,500 SF OR MORE OF LEASE SPACE)

# Quantity:

Maximum of three (3) primary wall signs, one per building frontage. Secondary signs are not permitted.

# Sign Area (aggregate):

Maximum of 2 SF per front foot of building occupancy, not to exceed 250 SF per tenant frontage.

# Letter/Logo Height:

Primary Sign: 3'-o" maximum letter height. Logo mark to be appropriately scaled for building frontage.

# PAD BUILDING - MULTIPLE TENANTS

(2,500 SF OR MORE OF LEASE SPACE)

# Quantity:

Maximum of two (2) primary wall signs per tenant, one (1) per building elevation. Secondary signs are not permitted.

# Sign Area (aggregate):

Maximum of 1.25 SF per front foot of building occupancy.

# Letter/Logo Height:

Primary Sign: 2'-9" maximum letter height. Logo mark to be appropriately scaled for building frontage.

# **HOSPITALITY / RECREATION TENANTS**

# Quantity:

Maximum of one (1) primary wall sign per building frontage with a maximum of three (3) primary signs.

Secondary signs are not permitted. Lit signs shall not face residential uses.

# Sign Area (aggregate):

Maximum of 3 SF per front foot of building occupancy, not to exceed 200 SF per occupant frontage.

# Letter/Logo Height:

Primary Sign: 5'-0" maximum letter height.

Logo mark to be appropriately scaled for building frontage.

# **B. PRIMARY PROJECTING SIGNS**

# Sign Area:

Maximum of 150 SF per side.

# **Location Height:**

Top of sign may not project above the building roof or parapet nor encroach on upper floor windows.

# C. SECONDARY PROJECTING / SUSPENDED SIGNS

See corresponding Sign Types category for signage criteria.

# D. BUILDING DIRECTORIES

See corresponding Sign Types category for signage criteria.

# E. AWNING / CANOPY SIGNAGE

See corresponding Sign Types category for signage criteria.

# F. WINDOW GRAPHICS

See corresponding Sign Types category for signage criteria.

# G. MENU DISPLAYS

See corresponding Sign Types category for signage criteria.

# H. DETACHED SIGNS

Not permitted.

# I. SPECIAL SIGNAGE

Not permitted.

# 7.4 General Design Requirements

- All signage, permanent or temporary, must comply with applicable building codes and have the required City of Sacramento building permits prior to installation.
- The content of exterior signage shall be limited to tenant's trade name and/or logo. In no case shall the wording of sign describe the products sold, prices, advertising slogans, except as part of the occupant's trade name or logo.
- All electrical signs shall bear the UL label and their installation must comply with all local building and electrical codes.
- No exposed conduit or raceways will be permitted.
- All conductors, transformers, and other related equipment shall be concealed.
- All sign fastenings, bolts, and clips shall be non-corrosive; galvanized iron, stainless steel, aluminum, brass, or bronze.
- Location of all openings for conduit and sleeves in sign panels of building shall be indicated on drawings.
- No sign maker's labels or other identification will be permitted on the exposed surface of signs, except those required by ordinance, which shall be located in an inconspicuous location.

# 7.5 Definition of Terms

The following words and phrases when used in these guidelines shall be construed as defined in this section:

#### **Animated Sign:**

Any sign which is designed and constructed to give a message through a sequence of progressive changes of parts or lights or degree of lighting.

#### **Architectural Feature:**

Any part of a building elevation that is visually defined from the rest of the building by a change in vertical plane, color or material.

#### **Architectural Projection:**

A marquee, porch, canopy or other similar architectural projection.

#### **Attached Sign:**

Any sign which is fastened, attached, connected or supported in whole or in part by a building, or structure other than a sign structure which is supported wholly by the ground.

#### Banner:

Any fabric decorative or signage element projecting from a pole or wall by means of supporting arms.

#### **Detached Sign:**

Any sign not supported in whole or in part by a building, or structure other than by a sign structure which is supported wholly by the ground.

#### **Directional Sign:**

Any sign which serves solely to designate the location or direction of any place or area.

#### **Directly Illuminated Sign:**

Any sign designed to provide artificial light directly or through transparent or translucent material from a source of light within or on such sign, including, but not limited to, neon and incandescent lamp signs.

#### Flashing Sign:

An illuminated sign which exhibits changing light or color effect by blinking or any other such means so as to provide a non constant illumination.

#### Freeway:

The section of Interstate 5 that abuts the project. The term includes the main traveled portion of the traffic way, all land situated within the right-of-way, and all ramps and appurtenant land and structures.

#### Front Footage of Building Occupancy:

A single lineal dimension measured horizontally along an exterior wall of a building which defines the limits of a particular occupancy at that location.

#### **Halo Lighting:**

Method of illuminating letters, numbers or shapes where the face and sides of the shape is opaque and the back is clear or open, The shape is spaced off the wall or sign face so that light emits from the back of the shape and illuminates the wall or sign face creating a halo effect.

#### **Identification Sign:**

A sign which serves to tell only the name, address, and lawful use of the premises upon which it is located.

#### **Indirectly Illuminated Sign:**

A sign whose illumination is derived entirely from an external artificial source which is arranged so that no direct rays of light are projected from such artificial source into residences or streets.

#### Letter/Logo Height:

The vertical distance measured from the bottom most point of an individual letter or logo that is mounted directly to a wall or other building surface, to the highest point of the letter of logo. The letter with the greatest height in a name or group of words shall be used for measuring purposes.

#### **Location Height:**

The vertical distance measured from the adjacent street grade or upper surface of the nearest curb of a street other than an elevated roadway, whichever permits the greatest height, to the highest point of such sign.

#### **Monument Sign:**

A sign which is erected with its base on the ground or on a support substantially equivalent in width and depth to the base of the sign; which incorporates into its design the design and building materials of the building and structures on the same premises that the sign serves, and which does not exceed twelve feet in height.

#### **Moving Sign:**

Any sign or device which has any visible moving part, visible revolving part, or visible mechanical movement of any description, or other apparent visible movement achieved by electrical, electronic, or kinetic means, including intermittent electrical pulsations, or by actions of wind currents.

#### **Multiple Family Structure:**

Any residential structure containing three or more living units.

#### Name Plate:

A sign which designates the name and address of a person or persons occupying the premises upon which it is located.

#### **Occupant Building Frontage:**

Any exterior wall of a tenant or building occupant's space beginning at a building corner or demising wall, and continuing to the next corner or demising wall.

#### Occupancy:

A separate use of property carried on at all or a portion of a building parcel.

#### Offsite Sign:

Any sign not located on the premises of the business or entity indicated or advertised by such sign. This definition shall include billboards, poster panels, painted bulletins and other similar advertising displays.

#### **Onsite Sign:**

A sign directing attention to a business, commodity, service, or entertainment conducted, sold, or offered upon the same premises as those upon which the sign is maintained.

#### Panel Height:

The vertical distance measured from the bottom most point of a sign panel, not including bracket or support members, to the highest point of the sign panel.

#### Parcel:

A parcel of land shown on a subdivision map, record of survey map, parcel map, or a parcel described by metes and bounds which constitutes one development site whether composed of a single unit of land or contiguous units under common ownership.

#### Portable Sign:

Any sign not permanently affixed to the ground or a structure on the premises it is intended to occupy.

#### **Projecting Sign:**

Any sign which is located, in whole or in part, in or over the right-of-way of any street, sidewalk, or alley, or other public thoroughfare. A projecting sign shall also include any sign affixed to or part of a marquee, canopy, or vestibule where such sign is located in or over the street right-of-way.

#### **Roof Sign:**

Any sign or portion thereof located on, or extending over the roof of a building and either supported by the roof or by and independent structural frame. A sign which is attached flat against the wall of a penthouse or other similar roof structure which is part of the enclosed floor area of the building shall not be considered a roof sign.

#### **Rotating Sign:**

Any sign or portion thereof which physically revolves about an axis.

#### Setback Area:

The open space area defined in the City of Sacramento's zoning ordinance, to the extent this ordinance is consistent with the Schumacher Development Agreement (City Agreement #99-162).

#### Sign:

Includes every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface or space erected or maintained in view of the observer thereof for identification, advertisement or promotion of the interests of any person, entity, product, or service.

#### Sign Area:

The entire area within a single continuous perimeter composed of a rectangular shape which enclose the extreme limits of the advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface or space of a similar nature, together with any frame or other material, color, or condition which forms an integral part of the display and is used to differentiate such sign from the wall or background against which it is placed; excluding the necessary supports or uprights on which such sign is placed. Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign, except that only one face of a double-faced sign shall be considered in determining the sign area, provided both faces are parallel and the distance between faces does not exceed two feet.

Further, where a sign consists only of individual letters, numerals, symbols, or other similar components and is painted on or attached flat against the wall of a building, and where such individual components are without integrated background definition and are not within a circumscribed frame area, the total area of the sign shall be the area enclosed by a polygon of no more than eight (8) sides created by square or rectangle shapes surrounding the lettering or symbols.

#### **Street Frontage:**

The length of a lot or parcel of land along or fronting on a street or other principal thoroughfare but not including such length along an alley, watercourse, railroad right-of-way or limited access roadway or freeway.

#### Non-illuminated Sign:

A sign not illuminated either directly or indirectly.

#### Wind Sign:

Any sign or portion thereof or series of signs, banners, flags or other objects designed and fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

# Appendix - Exhibit A

Schumacher Development Agreement (City Agreement #99-162)

# ORDINANCE NO. 99-050

## ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OFSEP 2 8 1999
AN ORDINANCE RELATING TO THE APPROVAL OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND KERN W. SCHUMACHER, ET AL., FOR PROPERTIES LOCATED IN NORTH NATOMAS, EAST OF I-5/HWY 99, BETWEEN DEL PASO ROAD AND ELKHORN BOULEVARD; SACRAMENTO, CA (P98-041) (APNs: 201-0300-016 to 018, 026 to 029, 061; 225-0030-026 to 031; 225-0040-017, 029 to 032, and portions of 014, 034, 035)
BE IT ENACTED BY THE CITY 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 Kern W. Schumacher, et al., a copy of which is attached hereto.
SECTION 2.
The Development Agreement attached hereto is hereby approved, and the Mayor is authorized to execute said Development Agreement on behalf of the City of Sacramento after the effective date of this Ordinance. This approval and authorization is based upon the Negative Declarations and Mitigation Monitoring Plans which are the subjects of separate resolutions adopted by the City Council prior to or concurrent with the adoption of this Ordinance.
PASSED FOR PUBLICATION: September 21, 1999
PASSED: September 28, 1999
EFFECTIVE: October 28, 1999  Gramme R III
ATTEST: MAYOR  MAYOR
CITY CLERK P98-041
FOR CITY CLERK USE ONLY
$99$ $\sim$

ORDINANCE NO.:\_

DATE ADOPTED:\_

Recording Benefits the City of Sacramento, a Government Entity - <u>No Fee Required</u>.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

# NORTH NATOMAS DEVELOPMENT AGREEMENT

North Natomas Development Agreement nnda\_13.rev (rev. 15 Sep 99)

FOR CITY CLERK USE ONLY

99-050

99-162

DATE ADOPTED:\_

ORDINANCE NO.

SEP 2 8 1999

CITY AGREEMENT NO.

# **NORTH NATOMAS DEVELOPMENT AGREEMENT**

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Exhibit "C"	Special Conditions
Exhibit "D"	Assignment and Assumption Agreement
Exhibit "E"	North Natomas Land Acquisition Program
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Exhibit "G"	Irrevocable Offer of Dedication Form
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North Natomas Development Agreement nnda\_13.rev (rev. 15 Sep 99)

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ORDINANCE NO.\_\_

99-050

99-162

DATE ADOPTED:\_

CITY AGREEMENT NO.\_

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## DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SACRAMENTO AND

### KERN W. SCHUMACHER, ET AL.

This Development Agreement (hereinafter "Agreement") is made and entered into this 28 day of \_\_\_\_\_\_\_, 1999, by and between the CITY OF SACRAMENTO, a municipal corporation (hereinafter the "CITY"), and KERN W. SCHUMACHER (as to Parcel 1 of the Property); and KERN W. SCHUMACHER; MORRIS H. KULMER and CLAIRE NIELSEN, as trustees of the Kern W. Schumacher Trust for Brooke A. Schumacher dated July 2, 1979; MORRIS H. KULMER and CLAIRE NIELSEN, as trustees of the Kern W. Schumacher Trust for Hollye F. Schumacher dated July 2, 1979; MORRIS H. KULMER and CLAIRE NIELSEN, as trustees of the Kern W. Schumacher Trust for Troy W. Schumacher dated July 2, 1979; MORRIS H. KULMER and CLAIRE NIELSEN, as trustees of the Kern W. Schumacher Trust for Todd M. Schumacher dated July 2, 1979; TROY W. SCHUMACHER; CLAIRE NIELSEN, as custodian for Brooke A. Schumacher under the California Uniform Transfers to Minors Act; and CLAIRE NIELSEN, as custodian for Hollye F. Schumacher under the California Uniform Transfers to Minors Act (as to Parcel 2 of the Property) (collectively hereinafter the "LANDOWNER").

North Natomas Development Agreement nnda\_13.rev (rev. 15 Sep 99)

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SEP 2 8 1999

CITY AGREEMENT NO.

DATE ADOPTED:

#### 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 Sections 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 Property.
- B. 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. The Property consists of lands designated as the Assessor Parcels Nos. 201-0300-016, 201-0300-017, 201-0300-018, 201-0300-026, 201-0300-027, 201-0300-028, 201-0300-029, 201-0300-061, 225-0030-026, 225-0030-027, 225-0030-028, 225-0030-029, 225-0030-030, 225-0030-031, 225-0040-017, 225-0040-029, 225-0040-030, 225-0040-032, 225-0040-014, 225-0040-034, and 2251-0040-035. LANDOWNER seeks to develop the Property consistent with CITY's General Plan, the 1994 North Natomas Community Plan and the Zoning Ordinance as they exist on the Effective Date.
- C. The City Council has held duly noticed public hearings on the CITY's General Plan, the 1994 North Natomas Community Plan and the Environmental Impact Reports prepared therefor. At the conclusion of these hearings, the City Council, on January 19 1988, certified the Environmental Impact Report on the City General Plan Update as adequate and complete, and on May 3, 1994, certified the Environmental Impact Report on the 1994 North Natomas Community Plan Update as being adequate and complete.

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The City Council on January 19, 1988, after making specific findings and adopting a Statement of Overriding Considerations, approved a revised General Plan by Resolution No. 88-058 (hereinafter the "General Plan"). The City Council on May 3, 1994, after making specific findings and adopting a Statement of Overriding Considerations, approved the 1994 North Natomas Community Plan by Resolution No. 94-259. (hereinafter the "NNCP"). The uses allowed under the General Plan, NNCP, and the applicable zoning ordinances provide for a balanced mix of residential housing and employment opportunities as well as provide for the protection of major open space and recreational resources.

The City Council on August 9, 1994, after a duly noticed public hearing, approved the North Natomas Finance Plan to provide a plan for the financing of the Infrastructure and public improvements needed to successfully implement the NNCP over time.

- D. CITY and LANDOWNER desire to enter into a development agreement pursuant to the provisions of Government Code Sections 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 NNCP.
- E. The coordinated and orderly development of the Property, and LANDOWNER's commitment to the implementation of the North Natomas Finance Plan in order to assure the timely and properly-phased construction of all required Infrastructure and facilities, are essential to the proper implementation of the General Plan and the NNCP.
- F. LANDOWNER desires to facilitate implementation of the General Plan, the NNCP and the North Natomas Finance Plan, and LANDOWNER therefore agrees to develop the Property in a manner consistent with the policies of the General Plan, the NNCP, the North Natomas Finance Plan

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and the Special Conditions, provided that LANDOWNER is assured that no subsequent changes in the General Plan, the NNCP, the North Natomas Finance Plan, the Zoning Ordinance or the Special Conditions shall apply to the Property during the term of this Agreement.

- G. The City Council, on March 7, 1995, adopted the Procedural Ordinance, by which CITY will, inter alia, consider, adopt, amend and subsequently review the development agreements by and between CITY and a given landowner.
- H. 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 NNCP. At the same time, it will assure that LANDOWNER is committed to funding its appropriate share of the cost of Infrastructure and other facilities which are the subject of the North Natomas Finance Plan, and that the funding for acquisition and construction of those facilities will be available to CITY as and when required under the Infrastructure phasing program.
- I. An integral part of the North Natomas Finance Plan is the North Natomas Land Acquisition Program ("NNLAP"), with the associated Land Acquisition Fee ("LAF"). The NNLAP is designed to provide a means for transfer to or acquisition by CITY, or such other public agency as is appropriate, of certain lands within the NNCP area (as those lands are specified in the NNLAP) which are designated to be held publicly. Such lands are identified under the North Natomas Finance Plan. The purpose of the NNLAP is to provide a method whereby all of such lands will be transferred or acquired with funds from the private development community without cost to the CITY general fund, or any of its other funds, and at the time when needed. The purpose of the LAF is to provide a means,

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through the fee program, of equalizing the cost of the NNLAP among the various landowners within the NNCP area, inasmuch as certain landowners will be required to relinquish land to public ownership in amounts in excess of their fair share as defined by the North Natomas Financing Plan. The LAF also provides a means for reimbursing landowners who have advanced funds to CITY for the purpose of acquiring land required for Infrastructure, where eminent domain or other procedures are needed, or where it is otherwise required to enable a particular landowner to develop its property. One of the purposes of this Agreement is to provide LANDOWNER's commitment to the provisions of the NNLAP and the LAF.

- J. This Agreement is voluntarily entered into by LANDOWNER in order to assure the implementation of the General Plan, the NNCP and the North Natomas Finance Plan, 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, the NNCP, and the North Natomas Finance Plan 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 NNCP area, and to the implementation of the North Natomas Financing Plan, the CITY would not approve development of the Property.
- K. The authority for this Agreement is contained in the City Charter of CITY, the Procedural Ordinance, other applicable CITY ordinances, resolutions and procedures and Government Code Sections 65864, et seq.

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L. CITY and LANDOWNER have taken all actions mandated by and have fulfilled all requirements set forth in the Procedural Ordinance for the adoption of this Agreement by the City Council.

M. The City Council has reviewed and approved this Agreement. It finds that this Agreement is consistent with the General Plan, the NNCP, the North Natomas Finance Plan, and all other 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.

#### **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.

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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 the Procedural Ordinance, and in section 17 of this Agreement.

Assessment: a special assessment levied on real property within the North 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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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 Sections 21000, et seq., as amended from time to time.

**CITY**: the City of Sacramento.

<u>City Agency</u>: 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 Drainage Plan: the Drainage System for North Natomas, prepared by the City of Sacramento, Borcalli & Associates, Ensign & Buckley, or other consulting firm, and adopted by the City Council, as it may be amended from time to time.

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

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to by CITY or such other public agency, and at no cost to CITY or such other public agency, as specifically set forth in the NNLAP, within the North Natomas Finance Plan, as it may exist from time to time.

**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 North Natomas Finance Plan and/or failure to pay any fee, tax or assessment enacted pursuant to that Plan.

**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.

**Drainage Phasing Plan**: that portion of the Comprehensive Drainage Plan which identifies the sequence of construction of the Drainage System.

**Drainage System**: that drainage system set forth in the Comprehensive Drainage Plan, as that plan may exist from time to time.

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**Drainage Sub-basin**: the individual drainage sub-areas identified in the Comprehensive Drainage Plan.

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 the City of Sacramento, to Landowner, or to others under said Acts.

Infrastructure: all public facilities and improvements needed to serve urban development, as identified in the NNCP and the North Natomas Finance Plan, or in subdivision maps, parcel maps, or as may otherwise be constructed and conveyed to CITY or another public agency, including but not limited to street and freeway improvements, drainage improvements, sanitary sewer improvements and water storage and transmission facilities.

Interim Drainage: temporary surface water drainage to be provided to the North Natomas area by RD-1000, and/or any phase of the Drainage System, and/or any drainage project resulting in the removal of land within the North Natomas Finance Plan Area from a 100-year floodplain, pursuant to a plan approved by that agency and the City Council for the initial phase of development within North Natomas, until such time as the Drainage System is constructed and operational, all pursuant to the RD-1000 Agreement.

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Irrevocable Offer of Dedication: an unconditional and irrevocable offer by LANDOWNER to transfer real property to CITY in accordance with the provisions of the NNLAP and/or any condition of any land use entitlement applicable to the Property, in the form specified in Exhibit G.

Land Acquisition Program (NNLAP): the plan, also called the North Natomas Land Acquisition Program, which as an integral part of the North Natomas Finance Plan, is designed to provide a means for transfer to or acquisition by CITY, or such other public agency as is appropriate, of all lands within the North Natomas Community Plan area which are designated to be held publicly, at no cost to CITY. A copy of the plan is attached hereto as Exhibit E and incorporated herein by this reference.

Land Acquisition Fee (LAF): the fee/reimbursement program, which is an integral part of the North Natomas Finance Plan, and which is designed to equalize the cost of the NNLAP among the various landowners within the North Natomas Finance Plan area.

Land Use and Development Regulations: the General Plan, the North 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 North Natomas Community Plan area.

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.

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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.

North Natomas Community Plan (NNCP): the Community Plan for development of the North Natomas area, as adopted by the City Council on May 3, 1994, as said plan exists on the Effective Date. The NNCP includes, without limitation, a Land Use Diagram and Policy Statements.

North Natomas Finance Plan: the plan, as it may be amended from time to time, which establishes methods for financing required Infrastructure and public facilities through a combination of land transfers, dedications, contributions, fees, assessment districts, community facilities districts, and other measures.

North Natomas Finance Plan Area: the lands within the area covered by the North Natomas Finance Plan, and which are obligated thereby, as that area may exist from time to time.

**Parties**: the City of Sacramento and LANDOWNER.

**Person**: any person, firm, association, organization, partnership, business trust, corporation or company.

**Procedural Ordinance**: Ordinance No. 95-012, adopted by the City Council on March 7, 1995, and which sets forth procedures for execution, approval, implementation, amendment, and related matters, with respect to development agreements for lands within the NNCP area.

**Project**: part or all of the elements set forth in LANDOWNER's Development Plan.

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**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 F, 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.

RD-1000 Agreement: any agreement which governs the terms and conditions under which Interim Drainage, if applicable, will be provided to the Property.

Reimbursement: the reimbursement of monies to a Person who has advanced funds for Infrastructure required for development of the Property, or who has advanced funding for Infrastructure or other improvements which are required by the NNCP, the North Natomas Finance Plan, or other document, and which have benefit to land beyond the Property, in accordance with a reimbursement agreement approved by CITY. Any such agreement will be limited to the portion of the funding advanced which is in excess of the allocable share of the cost of the Infrastructure or improvement attributable to the Property.

Reimbursable Infrastructure Costs: those costs paid by LANDOWNER, and which are identified as reimbursable pursuant to CITY's Assessment District Policy Manual (as defined in section 8.D.(1) of this Agreement).

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**Special Conditions**: those conditions, terms and requirements specified in Exhibit C.

**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 Ordinance 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". The burdens of this Agreement shall

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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 [n/a] (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 fifteen (15) years thereafter, unless it is sooner terminated or modified by the mutual consent of the parties.

b. Renewal Options. Subject to the provisions of this subparagraph, 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

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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 three (3) renewal periods of five (5) years each; the parties specifically intend that under no circumstances shall the term of this Agreement extend beyond thirty (30) years, unless this Agreement is amended in accordance with the procedures set forth herein for Agreement amendments.
- Assignment. LANDOWNER shall have the right to sell, assign, or transfer its interests under this Agreement as part of a contemporaneous and related sale, assignment or transfer of its interests in the Property, or any portion thereof, without the consent of CITY; provided, however, that LANDOWNER shall notify CITY of such sale, assignment or transfer by providing written notice thereof to CITY in the manner provided in this Agreement. LANDOWNER shall remain obligated to perform all terms and conditions of this Agreement, unless such purchaser, assignee or transferee, to the satisfaction of and in a form acceptable to the City Attorney, executes and delivers to CITY an express agreement to assume all of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred. The execution of such an assumption agreement shall relieve LANDOWNER of the obligations expressly assumed only if: (a) LANDOWNER is not in default under this Agreement at the time of the assignment or transfer; and (b) LANDOWNER has provided CITY with notice of said assignment or transfer in the manner provided hereunder. Any such assumption agreement with respect to LANDOWNER's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the Assignment and Assumption Agreement attached hereto as Exhibit "D" and incorporated

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herein by this reference, or such other form as shall be proposed by LANDOWNER and approved by the City Attorney prior to the effective date of the assignment.

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

#### 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 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

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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, the NNCP and the North Natomas Finance Plan, and as may be necessary to comply with all applicable legal requirements and policies of CITY pertaining to such reserved discretionary approvals.

- (2) **Rezoning of the Property**. Upon proper and complete application by LANDOWNER, CITY agrees to rezone the Property in accordance with the provisions of the NNCP in effect on the Effective Date.
- C. **Development Timing**. This Agreement contains no requirement that LANDOWNER must initiate or complete development of any phase of the development of the Property or any portion thereof within any period of time set by CITY. It is the intention of this provision that 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 NNCP, or by the Special Conditions, such provisions shall govern. 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 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.

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# 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 E.(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

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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.

- 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 impacts upon CITY by state or federal actions) have the effect of preventing, delaying or modifying development of the NNCP 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 NNCP, 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

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or to govern the sequence of development of land within the NNCP area, shall apply to the Property. The provisions of this subparagraph apply to modifications adopted or imposed by the City Council, or through the initiative or referendum process; provided, however, nothing in this subparagraph shall limit the ability of CITY to act in accordance with the provisions of subparagraphs 5.E.(4), (5) and (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 previously, contemporaneously or subsequently approved for the Property subject to this Development Agreement, shall be valid for a minimum term equal to the full term of this Agreement (including the initial term, and any renewal period resulting from exercise by LANDOWNER of the options provided for in Section 3 hereof), or for a period of thirty-six (36) months, whichever is longer, but in no event for a shorter period than the maximum period of time permitted by the Subdivision Map Act or Government Code for such land use entitlements. 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

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subparagraph. 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.
- 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: (i) 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 NNCP area; (ii) 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; (iii) 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; (iv) any fees or other charges required by RD-1000 to be paid to it in

implementation of the RD-1000 Agreement; and (v) 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: (i) the formation of any district included within the

provisions of this subparagraph or to protest the amount of any assessment levied by or on behalf of

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such district on the Property or any portion thereof; or (ii) to protest the nature and amount of any tax, fee, assessment or charge imposed pursuant to this subparagraph.

C. Implementation of the North Natomas Finance Plan. The North Natomas Finance Plan establishes a method for financing of required Infrastructure and public facilities through a combination of land transfers, dedications and contributions, fees, assessment districts, community facilities districts and other sources, so that the land within the North Natomas Finance Plan Area pays for its share of the cost of such Infrastructure and facilities. The plan also recognizes that there is a regional cost associated with certain portions of Infrastructure and facilities, and that that share will ultimately have to be paid from other sources, even though developers within the area, including LANDOWNER, acknowledge that they may have to participate in funding regional costs on a fair share basis. LANDOWNER shall participate in the North Natomas Finance Plan, as made applicable to the development of the Property, and shall faithfully and timely comply with each and every provision thereof, including but not limited to the NNLAP, the Land Acquisition Fee, assessments, special taxes, and other development fees and exactions set forth therein. Without limiting the foregoing, applications for special permits, subdivision maps or other land use entitlements and building permits may be made subject to LANDOWNER's participation in and compliance with the plan. Failure to so participate shall be an event of default to which the default provisions of this Agreement and the Procedural Ordinance shall apply. For purposes of this Agreement "participate" and "participation" shall mean payment of all monies required by virtue of the North Natomas Finance Plan, and performance of all obligations imposed thereby.

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- D. LANDOWNER's Waivers. LANDOWNER hereby agrees to the provisions of Exhibit F, which (without limitation) contains a comprehensive waiver of protest rights with respect to CITY's establishment and implementation of development and impact fees; CITY's actions in forming assessment districts and community facilities districts, and in levying assessments and taxes pursuant thereto; and CITY's actions in implementing any provision of the North Natomas Finance Plan. As set forth in Exhibit F, 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 pursuant to the Finance Plan.
- 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 CITY. To the extent that funds are available to CITY pursuant to the North Natomas Finance Plan, and to the extent that any required real property has been transferred to CITY pursuant to the NNLAP, or has been obtained by CITY through its power of eminent domain, which CITY agrees to utilize, where required, and subject to LANDOWNER's compliance with the terms of this Agreement and all of the terms and conditions of any entitlement

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applicable to the Property, CITY agrees to use its best efforts to bring about the construction of the Infrastructure required to implement the Development Plan (Exhibit B). Provided, however, that CITY's obligations hereunder shall be limited to those items of Infrastructure which, under the North Natomas Finance Plan, are to be constructed by CITY or under CITY's direction and control; where Infrastructure is to be constructed by LANDOWNER, either pursuant to conditions of approval or otherwise, the provisions of this subparagraph shall not apply.

- B. 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). LANDOWNER shall further comply with all required funding requirements specified in the North Natomas Finance Plan, and the real property transfer provisions of the NNLAP.
- C. **Drainage Infrastructure**. As of the Effective Date, it is contemplated that permanent drainage for the Property, and the entire North Natomas Finance Plan Area, will be provided by the Drainage System. It is further contemplated that Interim Drainage for the Property and the NNCP area will be provided pursuant to the RD-1000 Agreement or some other arrangement which has been implemented by CITY. Construction of the Drainage System will require land transfers to CITY pursuant to the NNLAP, or acquisition of required land by CITY through the use of eminent domain procedures, and funding for the required improvements, all on a timely basis and in accordance with the North Natomas Finance Plan, and subject to the provisions of the RD-1000 Agreement (or such other arrangement which has been implemented by CITY), together with the Drainage Sub-basin

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agreement, or substitute therefore, as specified in the Special Conditions. In recognition of the need for retention of flexibility and CITY discretion with respect to decisions relating to the ultimate solution to drainage for the NNCP area, and the need for unconditional provision of financing by LANDOWNER and other owners of land in the North Natomas Finance Plan Area through the mechanisms specified in the North Natomas Finance Plan, the parties agree as follows:

- (1) Establishment of Financing Mechanisms. CITY shall, as soon as feasible following the adoption of the North Natomas Finance Plan by the City Council, establish public financing mechanisms as identified in the North Natomas Finance Plan, applicable to lands within the NNCP area which will benefit from the Drainage System.
- (2)**Issuance of Bonds**. Decisions as to whether to issue bonds pursuant to such financing mechanisms, and the timing and manner of issuance thereof, shall be within the sole and exclusive discretion of CITY; provided, however, that CITY shall exercise its discretion in a good faith manner, so as to provide for timely construction of Infrastructure in order not to stop or slow development.
- (3)Linkage of Development to Completion of Drainage System. CITY has established a performance standard that requires (inter alia) that the Drainage System be completed and in operation no later than the point in time when building permits have been issued for fifty percent (50%) buildout of the North Natomas Finance Plan Area, as measured by developable acreage as defined in the North Natomas Finance Plan. In the event that a different phasing plan is adopted and implemented by CITY, LANDOWNER shall comply with all provisions of such a plan, and shall

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execute any agreement or other document, or participate in any mechanism as is required by CITY to implement such a plan.

# D. Infrastructure Financing Proceedings.

(1) LANDOWNER-Initiated Proceedings. Ĭn the 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: (i) is complete and is accompanied by payment of CITY fees applicable on the date of filing of the application; (ii) 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; (iii) is consistent with CITY's policies and procedures; (iv) provides for a value to lien ratio and other financial terms that are reasonably acceptable to CITY; (v) 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 (vi) 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,

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to allow for alternative methods of financing in-tract improvements, including but not limited to formation of assessment districts or similar financing mechanisms, where such alternatives are contemplated by the North Natomas Finance Plan, including any amendments thereto. 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, together with the manner in which such alternatives further the overall implementation of the North Natomas Finance Plan. Further, CITY may in its reasonable discretion deny any such request upon grounds, including but not limited to consistency of application of its policies and the potential for establishing negative precedent.

- Natomas Finance Plan, CITY in its discretion determines that a particular financing mechanism, including but not limited to an assessment district, a community facilities district, a fee district, a development fees procedure, or any similar mechanism, is required in order to implement the North Natomas Finance Plan, LANDOWNER's participation obligations set forth hereunder (including but not limited to Exhibit C), in the North Natomas Finance Plan, or in any condition of approval, shall apply.
- (3) Maintenance Districts. LANDOWNER may, following the procedures specified in subparagraph (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.

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## E. Reimbursement to LANDOWNER.

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

requires or permits LANDOWNER to plan, design, construct, or fund the planning, design or construction of improvements required for development by the North Natomas Finance Plan, in excess of or beyond those required for development of the Property, or, where required by the North Natomas Finance Plan, to make dedications, provide mitigation or incur costs in connection with public

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improvements or the planning of the North Natomas area in excess of or beyond those required for development of the Property, and the provisions of the preceding subparagraph do not apply, CITY shall utilize its best efforts to require that all other Persons benefitted by the improvements shall reimburse (through fee districts, agreements, conditions of approval, or otherwise) LANDOWNER for such Person's proportionate share of such costs as determined in accordance with the North Natomas Finance Plan, or by CITY. For purposes of this Agreement, the term "in excess of or beyond those required for development of the Property" shall mean requirements which exceed LANDOWNER's fair proportionate share, as determined in accordance with the provisions of the North Natomas Finance Plan and any associated documents or studies.

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

Reimbursement of Planning, Engineering and Staff Costs. In (3) accordance with the provisions of the North Natomas Finance Plan, and as soon as feasible following City Council adoption of the said Plan, CITY shall enact a fee ordinance which imposes a fee upon NNCP area landowners, including LANDOWNER, to pay the planning, engineering, staff and related costs (including but not limited to CITY staff and related costs), as specified in the North Natomas Finance Plan, and which relate to development of the NNCP, the Finance Plan, the general form of the Development Agreement, the Comprehensive Drainage Plan, and all related documents. The fee shall

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be spread across lands within the NNCP area in the same fashion as the public facilities fees. Credits shall be given to those landowners who have paid some or all of their share of the said costs, for the amounts so paid. The fee shall be payable prior to issuance of the first discretionary entitlement for the land as to which an application has been filed with CITY.

# 9. **LANDOWNER Obligations**.

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

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

In the event that, at the time of the required transfer to CITY, the location of, or the quantity of land required for the Infrastructure or public facilities has changed from that depicted on

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

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

# 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:

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

In the event that CITY determines to tender the defense of the (c) 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.

If, in such litigation, a final judgment or other final order is issued by the (2)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:

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 NNCP in general, or to the North Natomas Finance Plan in general, separate and apart

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from this Agreement or any entitlement relating to the Property, and if LANDOWNER is named or becomes a party in such litigation, LANDOWNER and CITY shall bear the cost of the successful party's attorney fees and/or costs in the manner specified in the court's judgment.

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

(c) In the event that amendment is not required, and the court's judgment or order requires CITY to engage in other or further proceedings, CITY agrees to comply with the terms of the judgment or order expeditiously.

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

# 11. Effect of Subsequent Laws.

#### A. Laws of Other Agencies.

(1) If any public agency, other than CITY, adopts any new law, regulation, ordinance or imposes any new condition (herein referred to collectively as "the New Law") after the

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date of this Agreement, which prevents or precludes either the CITY or LANDOWNER, or both, from complying with one or more provisions of this Agreement, then immediately following the enactment of the New Law the parties shall meet and confer in good faith to determine whether the New Law applies to the Property, and whether suitable amendments to this Agreement can be made, in order to maintain LANDOWNER's right to develop the Property in a reasonable manner pursuant to Exhibit B.

- (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

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 that such judgment determines that the validity of this Agreement is, directly or indirectly affected by the New Law, the provisions of subparagraphs (1) and (2) above shall apply.

- B. Laws Passed by CITY. Subject to the provisions of section 5 of this Agreement, neither the CITY nor any CITY Agency shall enact any initiative, ordinance, policy, resolution, general plan amendment or other measure that relates to the density or intensity of development on the Property, or the rate, timing or sequencing of the development or the construction on the Property on all or any part thereof, or that is otherwise in conflict, either directly or indirectly, with this Agreement.
- 12. **Enforced Delay; Extension of Times of Performance**. In addition to other specific provisions of this Agreement, performance by either party hereunder shall not be deemed in default where delay or inability to perform is due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, enactment of conflicting state or federal laws or regulations, new or supplementary environmental laws or regulations, litigation instituted by third parties challenging the validity of this Agreement or any of the vested entitlements described in Section 5 of this Agreement. Upon request of either party to the other, a written extension of time for such cause shall be granted for the period of the enforced delay, or longer as may be mutually agreed upon.

## 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

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this Agreement, it being specifically understood and agreed that the parties' sole legal remedy for a breach, default or violation of this Agreement shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

- B. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. LANDOWNER agrees and acknowledges that CITY has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of CITY.
- C. Attorney Fees. In any arbitration, quasi-judicial, administrative or judicial proceeding (including appeals), brought by either party hereto to enforce or interpret any covenant or any of such party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing party shall be entitled to reasonable attorneys' fees and all costs, expenses and disbursements in connection with such action, including the costs of reasonable investigation, preparation and professional or expert consultation, which sums may be included in any judgment or decree entered in such action in favor of the prevailing party. For purposes of this section, and any other portion of this agreement relating to attorney fees, reasonable attorneys fees of the City Attorney's Office shall be based on comparable fees of private attorneys practicing in Sacramento County.
- 14. Amendment of Agreement. This Agreement may be amended from time to time only by the mutual written consent of the parties, in accordance with the provisions of Government Code Sections 65867 and 65868. In addition, all of the provisions of the Procedural Ordinance relating to the need for amendment, and the manner thereof, shall apply. Upon request of a party, this Agreement

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shall be amended to include the terms and conditions of any discretionary entitlement granted with respect to the Property after the Effective Date.

15. **CITY's Good Faith in Processing**. Subject to the provisions of section 5.B. 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 NNCP and this Agreement.

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

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

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

(1) **LANDOWNER Default**. In addition to any other remedy specified herein, in the event that notice of default has been given in accordance with this section, wherein a default by LANDOWNER is alleged, CITY shall not be obligated to issue any building permit, or grant any entitlement as to which an application has been filed.

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(2) **CITY Default**. In addition to any other remedy specified herein, in the

event that notice of default has been given in accordance with this section, wherein a default by CITY

is alleged, any resulting delays in LANDOWNER's performance caused by CITY's default shall not

constitute a LANDOWNER default, or be grounds for termination or cancellation of this Agreement.

(3) Successors in Interest. Where the Property, following the Effective

Date, has been lawfully conveyed in whole or in part to one or more successors in interest, in such a

manner as to invoke the provisions of section 4 of this Agreement, and one or more of such successors

in interest is in default with respect to the portion of the Property owned by it, neither LANDOWNER

nor any other non-defaulting successor in interest shall be liable for the default, if the provisions of

section 4 have been complied with, and in accordance with the terms and conditions of that section.

B. <u>Cure of Default</u>. 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:

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- (1) institute legal proceedings to obtain appropriate judicial relief, including but not limited to mandamus, specific performance, injunctive relief, or termination of this Agreement; or
- (2) give the other party notice of intent to terminate this Agreement pursuant to Government Code Section 65868 and the Procedural Ordinance. In the event that such notice is given, CITY shall schedule the matter for public hearing before the City Council to review the matter and make specific written findings regarding the alleged default. Where LANDOWNER is the party alleged to be in default, LANDOWNER shall be afforded a reasonable opportunity to respond to all allegations of default at such public hearing. CITY shall provide LANDOWNER at least thirty (30) days prior written notice of such public hearing, as well as provide LANDOWNER copies of all CITY staff reports prepared in connection therewith at least five (5) days prior to the hearing.

### 17. Annual Review.

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

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- B. **Scope of Review**. The annual review shall be limited in scope to compliance with the terms and conditions of this Agreement.
- C. Proceedings. The procedures specified in the Procedural Ordinance for conduct of the annual review by the City Manager, and by the City Council, shall apply to each annual review of this Agreement. At least ten (10) days prior to the commencement 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

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of LANDOWNER'S obligations in connection therewith are satisfied, as reasonably determined by CITY. CITY shall, upon written request made by LANDOWNER to CITY's Department of Planning and Development, determine if the Agreement has terminated, with respect to any parcel, and shall not unreasonably withhold termination as to that parcel if LANDOWNER'S obligations therewith are satisfied. CITY shall be entitled to receive payment of a fee commensurate with the cost of processing the request and making such a determination, including but not limited to CITY's administrative and legal expenses. Upon termination of this Agreement, CITY shall upon LANDOWNER's request record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. The aforesaid notice may specify, and LANDOWNER agrees, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement, by the North Natomas Financing Plan or any of the measures implementing said plan, and shall have the effect as set forth in section 18.C.

- B. Multi-family and Single Family Residential Projects. This Agreement shall automatically terminate and be of no further force and effect as to any single family residence or multi-family building, and the lot or parcel upon which said residence or building is located, when it has been approved by CITY for occupancy.
- C. Effect Of Termination On Landowner Obligations. Termination of this Agreement as to the Property or any portion thereof shall not affect any of the LANDOWNER's obligations to comply with CITY's General Plan, the NNCP, and all entitlements issued for the Property, nor shall it affect any other covenants of this Agreement specified in this Agreement to

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

- 19. **No Joint Venture, Partnership, or Other Relationship**. Nothing contained in this Agreement or in any other document executed in connection with this Agreement shall be construed as creating a joint venture or partnership between CITY and LANDOWNER. No relationship exists as between LANDOWNER and CITY other than that of a governmental entity regulating the development of private property, and the owners of such private property.
- 20. **Notices**. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the CITY and LANDOWNER or LANDOWNER's assigns and successors, and to Lender, if applicable. Notice shall be effective on the date delivered in person, or the date when received if such notice was mailed to the address of the other party as indicated below:

Notice to the CITY:

City of Sacramento

915 I Street

Sacramento, California, 95814

ATTN: City Manager

Notice to the LANDOWNER:

Kern W. Schumacher

2200 E. Camelback, Suite 101

Phoenix, AZ 85018

with copies to:

Gregory D. Thatch, Esq.

LAW OFFICES OF GREGORY D. THATCH

1730 I Street, Suite 220

Sacramento, CA 95814-3017

Notice to Lender:

[n/a]

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

- 21. Severability. If any provision of this Agreement is held invalid, void or unenforceable but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties, utilizing the procedures specified herein and the Procedural Ordinance. Provided, however, that if such holding affects a material provision of this Agreement, LANDOWNER shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to CITY; provided further, however, that in the event LANDOWNER so elects to terminate, such election shall not affect in any manner the terms and conditions of any entitlement theretofore granted by CITY with respect to the Property, or any portion thereof.
- 22. **Recording**. The City Clerk shall cause a copy of this Agreement to be recorded with the Sacramento County Recorder no later than ten (10) days following execution of this Agreement by CITY, which execution will take place no sooner than the effective date of the ordinance approving this Agreement.
- 23. Reimbursement to CITY. LANDOWNER agrees to reimburse the CITY for reasonable and actual expenses incurred by CITY that relate directly to CITY'S review, consideration and execution of this Agreement. Such expenses include but are not limited to recording fees, publishing fees and any special meeting costs, staff time (including review by the City Attorney), and

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CITY AGREEMENT NO.

notice costs. Such expenses shall be paid by LANDOWNER within thirty (30) days of receipt of a detailed written statement of such expenses.

### 24. Provisions Relating to Lenders.

## A. Lender Rights and Obligations.

- 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,

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including payment of all fees (delinquent, current and accruing in the future) and charges, and assumption of all obligations of LANDOWNER hereunder; provided, further, that no Lender, or successor thereof, shall be entitled to the rights and benefits of the LANDOWNER hereunder or entitled to enforce the provisions of this Agreement against CITY unless and until such Lender or successor thereof qualifies as a recognized assignee under the provisions of section 4 of this Agreement.

- B. Notice of LANDOWNER's Default Hereunder. If CITY receives notice from a Lender requesting a copy of any notice of default given LANDOWNER hereunder and specifying the address for service thereof, then CITY shall deliver to such Lender, concurrently with service thereon to LANDOWNER, any notice given to LANDOWNER with respect to any claim by CITY that LANDOWNER has committed a default, and if CITY makes a determination of non-compliance, CITY shall likewise serve notice of such non-compliance on such Lender concurrently with service thereof on LANDOWNER.
- C. Lender's Right to Cure. Each Lender shall have the right (but not the obligation) during the same period of time available to LANDOWNER to cure or remedy, on behalf of LANDOWNER, the default claimed or the areas of non-compliance set forth in CITY's notice. Such action shall not entitle a Lender to develop the property or otherwise partake of any benefits of this Agreement unless such Lender shall assume and perform all obligations of LANDOWNER hereunder.
- 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

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CITY AGREEMENT NO.
DATE ADOPTED:

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.

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ORDINANCE NO.

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99-162

CITY AGREEMENT NO.

DATE ADOPTED:

SEP 2 8 1999

- 29. **Limitation of Actions**. No court action shall be filed by a party to this Agreement on the ground of default or breach of its terms unless such action is filed within one hundred eighty (180) days from the date of discovery by the aggrieved party of the facts underlying the claim of breach or default.
- 30. No Third Parties Benefitted. No Person who is not a qualified successor or assign of a party hereto pursuant to section 4 of this Agreement, or who has not become a party by duly adopted amendment hereof may claim the benefit of any provision of this Agreement.
- 31. Effect of Agreement Upon Title to Property. In accordance with the provisions of Government Code Section 65868.5, from and after the time of recordation of this 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 North Natomas Land Acquisition Program
    - F Protest Waiver Form

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DATE ADOPTED: SEP 2 8 1999

39-162 CITY AGREEMENT NO.

- G Irrevocable Offer of Dedication Form
- H Map and Categorical Listing of Land and Infrastructure
- 34. Entire Agreement. This Agreement, together with its Exhibits A to H, 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 section 10.B. 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.
- 35. City Attorney Costs. Landowner shall pay to the City of Sacramento the sum of \$1,500.00 as and for reimbursement of the costs of the City Attorney in preparation and processing of this Agreement.

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

CITY:

CITY OF SACRAMENTO, a Municipal Corporation

ATTEST:

APPROVED AS TO FORM:

City Attorney

North Natomas Development Agreement nnda\_13.rev (rev. 15 Sep 99)

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99-162

CITY AGREEMENT NO

LANDOWNER:	
(As to Parcel 1)	
By: KERN W. SCHUMACHER	
(As to Parcel 2)	KERN W. SCHUMACHER TRUST FOR TROY W. SCHUMACHER, dated July 2 1979
By: KERN W. SCHUMACHER	By: MORRIS H. KULMER, Trustee
KERN W. SCHUMACHER TRUST FOR BROOKE A. SCHUMACHER, dated July 2, 1979	By: CLAIRE NIELSEN, Trustee
By: MORRIS H. KULMER, Trustee	KERN W. SCHUMACHER TRUST FOR TODD M. SCHUMACHER, dated July 2, 1979
By:CLAIRE NIELSEN, Trustee	By: MORRIS H. KULMER, Trustee
KERN W. SCHUMACHER TRUST FOR HOLLYE F. SCHUMACHER, dated July 2, 1979	By:CLAIRE NIELSEN, Trustee
By: MORRIS H. KULMER, Trustee	By:TROY W. SCHUMACHER
By:CLAIRE NIELSEN, Trustee	By:TODD M. SCHUMACHER
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FOR CITY CLERI	K USE ONLY 99-050
CITY AGREEMENT NO	ORDINANCE NOSEP 2 8 1999

LANDOWNER:	
(As to Parcel 1)	
By:KERN W. SCHUMACHER	
(As to Parcel 2)	KERN W. SCHUMACHER TRUST FOR TROY W. SCHUMACHER, dated July 2 1979
By:KERN W. SCHUMACHER	By: MORRIS H. KULMER, Trustee
KERN W. SCHUMACHER TRUST FOR BROOKE A. SCHUMACHER, dated July 2, 1979	By: Claire (C) celea. CLAIRE NIELSEN, Trustee
By: MORRIS H. KULMER, Trustee	KERN W. SCHUMACHER TRUST FOR TODD M. SCHUMACHER, dated July 2, 1979
By: CLAIRE NIELSEN, Trustee	By: MORRIS H. KULMER, Trustee
KERN W. SCHUMACHER TRUST FOR HOLLYE F. SCHUMACHER, dated July 2, 1979	By: CLAIRE NIELSEN, Trustee
By: MORRIS H. KULMER, Trustee	By: TROY W. SCHUMACHER
By: CLAIRE NIELSEN, Trustee	€-
North Natomas Development Agreement nnda_13.rev (rev. 15 Sep 99)	51 -
FOR CITY CL	ERK USE ONLY ORDINANCE NO. 99-050
99 <b>-1</b> 62	DATE ADOPTED: SEP 2 8 1999

CITY AGREEMENT NO.\_

DATE ADOPTED:\_

LANDOWNER (continued):

By: Olave Cl. Claim for CLAIRE NIELSEN, as sustodian for

Brooke A. Schumacher under the California Uniform Transfers to Minors Act

CLAIRE NIELSEN, as custodian for

Hollye F. Schumacher under the

California Uniform Transfers to Minors Act

(ATTACH APPROPRIATE ACKNOWLEDGMENTS)

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CITY AGREEMENT NO.

DATE ADOPTED:

State of Nevada ) ss. County of Washot )	
On this 22 day of September a notary public, personally appeared Kern the person whose name is subscribed to o executed the same.	, 1999, before me Martin Livermore, W. Schumacher, as personally known to me to be n this instrument, and acknowledged that he
NOTARY PUBLIC STATE OF NEVADA County Of Washoe MARTIN LIVERMORE Appt. No. 98-49359-2 My Appt. Expires July 7, 2002	Notary Public  My commission expires
State of Nevada ) ) ss. County of Warket	
On this 22 day of September a notary public, personally appeared Kern the person whose name is subscribed to o executed the same.	w. Schumacher, as personally known to me to be n this instrument, and acknowledged that he
NOTARY PUBLIC STATE OF NEVADA County Of Washoe MARTIN LIVERMORE Appt. No. 98-49359-2 My Appt. Expires July 7, 2002	Notary Public  My commission expires

ORDINANCE NO. 99-050

SEP 2 8 1999

State of Utah )				
) ss. County of Salt Lake )				
Schumacher Trust for Brooke A. Schur	on this instrument, and acknowledged that he			
	Charan Maan			
NOTARY PUBLIC	Notary Public			
TERIANNE MORGAN 1505 South Redwood Road Salt Lake City, Utah 84104	My commission expires			
My Commission Expires February 2, 2002	2-2-2002			
STATE OF UTAH				
State of Utah ) ) ss. County of Salt Lake )				
On this <u>20</u> day of September, 1999, before me <u>Jerraine Morgan</u> , a notary public, personally appeared Morris H. Kulmer, Trustee for the Kern W. Schumacher Trust for Hollye F. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.				
	Cheraine Magin			
NOTARY PUBLIC TERIANNE MORGAN	Notary Public			
1505 South Redwood Road Salt Lake City, Utah 84104 My Commission Expires	My commission expires			
February 2, 2002	1-1-2M2			

ORDINANCE NO. 99 - 050

State of Utah ) ss.	
County of Salt Lake)	
the same.	4
	Chuanne Masan
NOTARY PUBLIC TERIANNE MORGAN	Notary Public
1505 South Redwood Road Salt Lake City, Utah 84104 My Commission Expires	My commission expires
February 2, 2002 STATE OF UTAH	2-2-2002.
State of Utah )	
) ss. County of Salt Lake )	
ounty of our band )	·
On this <u>20</u> day of September, 1999, be a notary public, personally appeared Morri	
Schumacher Trust for Todd M. Schumach	er, as personally known to me to be the
person whose name is subscribed to on th executed the same.	is instrument, and acknowledged that he
NOTARY PUBLIC	Terrano Margor
TERIANNE MORGAN 1505 South Redwood Road	Notary Public
Salt Lake City, Utah 84104 My Commission Expires February 2, 2002	My commission expires
STATE OF UTAH	9 2-2002

ORDINANCE NO. 99-050 SEP 2 8 1999 State of Utah ) ss.
County of Weber )

On this <u>20th</u> day of September, 1999, before me <u>Pat L. Stromberg</u>, a notary public, personally appeared Claire Nielsen, Trustee for the Kem W. Schumacher Trust for Brooke A. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.

Ţ	Company of the last of the las
100 F	NOTARY PUBLIC
(8)	PAT L. STROMBERG
BY ASSESSIVE	3515 Grant Ave
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Ogden, Utah 84401
13/	My Commission Expires
	Feb. 23, 2001
1990	STATE OF UTAH
The state of the s	SING OF STREET

Pat IS	rombera
Notary Public	0

My commission expires

State of Utah ) ) ss County of Weber )

On this <u>20th</u> day of September, 1999, before me <u>Pat L. Stromberg</u>, a notary public, personally appeared Claire Nielsen, Trustee for the Kem W. Schumacher Trust for Hollye F. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.

My Correst Dies Expires
Feb. 23, 2001
STATE OF UTAH

Notary Public Stronberg

My commission expires

a/23/01

ORDINANCE NO 99-050

State of Utah	)
	) ss
County of Weber	)

On this <u>20th</u> day of September, 1999, before me <u>Pat L. Stromberg</u>, a notary public, personally appeared Claire Nielsen, Trustee for the Kem W. Schumacher Trust for Troy W. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.

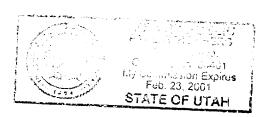
Ogdon, Utan 64401 My Commission Expires Feb. 23, 2001 STATE OF UTAH
------------------------------------------------------------------------------

Out A Stron	nheis
Notary Public	0

My commission expires

State of Utah	)
County of Weber	) ss )

On this <u>20th</u> day of September, 1999, before me <u>Pat L. Stromberg</u>, a notary public, personally appeared Claire Nielsen, Trustee for the Kem W. Schumacher Trust for Todd M. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.



Notary Public Stranker

My commission expires

2/23/01

ORDINANCE NO. 99-050

SEP 2 8 1999

State of Utah	)
	) ss.
County of Weber	)

On this <u>20th</u> day of September, 1999, before me <u>Pat L. Stromberg</u>, a notary public, personally appeared Claire Nielsen, as custodian for Brooke A. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.

	MOTARY PUBLIC PATE STROYBERG
WEST TO THE	3515 Grant Ava
10000000000000000000000000000000000000	Oggan, orah 20401 My Commission Expires
	Feb. 23, 2001
The state of the s	STATE OF UTAH

Vat I Stromberg Notary Public

My commission expires

State of Utah ) ) ss.
County of Weber )

On this <u>20th</u> day of September, 1999, before me <u>Pat L. Stromberg</u>, a notary public, personally appeared Claire Nielsen, as custodian for Hollye F. Schumacher, as personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that he executed the same.

Feb. 20, 2001 Feb. 20, 2001 STATE OF UTAH

Notary Public

My commission expires

ORDINANCE NO. <u>99</u>-050

SEP 2 8 1999

STATE OF ARIZONA ) ss. COUNTY OF MARICOPA )

On this <u>22nd</u> day of <u>September</u>, 1999, before me personally appeared <u>Troy W. Schumacher</u>, whom I know personally, and acknowledged that he executed the same.

Notary Public

Residing at Phoenix, Arizona

My commission expires: October 19, 2002

#### **EXECUTION PAGE FOR LENDER**

[n/a/]	, a	(herein "LEND	DER") owns an equitable	
interest in the Property descri				
deed of trust and assignment of	frents dated	and recorded on,	as Instrument, in	
Book, Page, Official I	Records, Sacrament	o County, California.		
LENDER hereby execu	ites this Agreemen	t and agrees to be bound by	the terms and condition	
hereof, subject to the limitatio	ns set forth in Secti	ion 24 hereof.		
LENDER requests that	it it be provided w	ith copies of all notices ma	ailed to LANDOWNER	
pursuant to the terms of this A	greement and that	said copies be addressed as	follows:	
	Attn:			
Dated:				
LENDER:				
	By:			
·				
(ATTACH APPROPRIATE ACKNOWLEDGMENT)				
North Natomas Development Agreement nnda_13.rev (rev. 15 Sep 99)	- ;	53 -		
	FOR CITY CL	ERK USE ONLY ORDINANCE NO.	99-050	
CITY AGREEMENT NO 99	-162	DATE ADOPTED:	SEP 2 8 1999	

#### **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.

> ORDINANCE NO. 99-050 SEP 2 8 1999

#### DESCRIPTION

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO, DESCRIBED AS FOLLOWS:

#### PARCEL 1:

LOTS 86, 100, 101, 102, 120, 121 AND THAT PORTICNOF LOTS 62, 72, 73, 87, 99, 122 AND 123, AS SAID LOTS ARE SHOWN ON THE MAP OF "NATOMAS CENTRAL SUBDIVISION," FILED SEPTEMBER 18, 1920, IN BOOK 16 OF MAPS, PAGE 3, RECORDS OF SACRAMENTO COUNTY, AND ALSO THAT PORTION OF LOT 61 ACQUIRED AS PARCEL 1 IN DEED TO STATE OF CALIFORNIA RECORDED JULY 8, 1966, IN BOOK 6607-08 AT PAGE 184, OFFICIAL RECORDS OF SACRAMENTO COUNTY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE EASTERLY TERMINUS OF COURSE NO. 12 AS SAID COURSE IS NUMBERED AND DESCRIBED IN SAID DEED TO THE STATE OF CALIFORNIA. RECORDED JULY 8, 1966; THENCE FROM SAID POINT OF BEGINNING NORTH 82 DEG. 18'44" WEST 636.47 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1095.00 FEET, THROUGH AN ANGLE OF 54 DEG. 34'30" AN ARC LENGTH OF 1043.00 FEET; THENCE NORTH 27 DEG. 44'14" WEST 21.28 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2945.00 FEET, THROUGH AN ANGLE OF 03 DEG. 11'29", AN ARC LENGTH OF 164.04 FEET; THENCE NORTH 24 DEG. 32'45" WEST 349.49 FEET: THENCE NORTH 23 DEG. 24'00" WEST 2190.66 FEET; THENCE NORTH 23 DEG. 27'18" WEST 1057.42 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1500.00 FEET: THROUGH AN ANGLE OF 21 DEG. 37'38", AN ARC LENGTH OF 566.20 FEET; THENCE NORTH 01 DEG. 49'40" WEST 720.00 FEET; THENCE FROM A TANGENT THAT BEARS NORTH 26 DEG. 00'49" EAST ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1300.00 FEET. THROUGH AN ANGLE OF 45 DEG. 33'20", AN ARC LENGTH OF 1033.62 FEET; THENCE NORTH 19 DEG. 32'31" WEST 302.33 FEET; THENCE NORTH 03 DEG. 56'39" WEST 686.21 FEET; THENCE NORTH 00 DEG. 55'23" WEST 720.02 FEET; THENCE NORTH 00 DEG. 31'31" WEST 1175.86 FEET; THENCE NORTH 04 DEG. 20'37" EST 162.94 FEET: THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 920.00 FEET, THROUGH AN ANGLE OF 25 DEG. 17'42", AN ARC LENGTH OF 406.16 FEET; THENCE NORTH 29 DEG. 38'19" EAST 923.54 FEET; THENCE NORTH 74 DEG. 22'15" EAST 208.01 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ELKHORN BOULEVARD.

#### PARCEL 2:

LOT 61 OF NATOMAS CENTRAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 18, 1920, IN BOOK 16 OF MAPS, MAP NO. 3.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 61, DISTANT 313.80 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE BASE LINE AT ENGINEER'S STATION "C1"237+10.25 OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY ON ROAD 03-SAC-5 FROM POST MILE 22.0 TO POST MILE 34.75 (1) ORDINANCE NO. 10 POST MILE 34.75 (1)

ORDER NO.: 520406

#### LEGAL DESCRIPTION CONTINUED:

FROM SAID POINT OF BEGINNING ALONG THE WEST LINE OF SAID LOT, NORTH 00 DEG. 32'57" WEST 235.04 FEET; THENCE (2) LEAVING SAID WEST LINE FROM A TANGENT THAT BEARS SOUTH 64 DEG. 39'09" EAST ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1095.00 FEET, THROUGH AN ANGLE OF 17 DEG. 39'35". AN ARC LENGTH OF 337.50 FEET; THENCE (3) SOUTH 82 DEG. 18'44" EAST 438.83 FEET; THENCE (4) NORTH 01 DEG. 08'45" WEST 25.30 FEET; THENCE (5) NORTH 82 DEG. 18'44" WEST 434.95 FEET; THENCE (6) ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1070.00 FEET, THROUGH AN ANGLE OF 18 DEG. 18'41", AN ARC LENGTH OF 341.97 FEET TO A POINT IN THE WEST LINE OF SAID LOT; THENCE (7) ALONG SAID WEST LINE NORTH 00 DEG. 32'57" WEST 60.77 FEET; THENCE (8) LEAVING SAID WEST LINE FROM A TANGENT THAT BEARS SOUTH 62 DEG. 28'09" EAST ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1016.00 FEET, THROUGH AN ANGLE OF 19 DEG. 50'35", AN ARC LENGTH OF 351.87 FEET; THENCE (9) SOUTH 82 DEG. 18'44" EAST 341.94 FEET; THENCE (10) NORTH 88 DEG. 51'15" EAST 182.43 FEET; THENCE (11) SOUTH 01 DEG. 08'45" WEST 108.30 FEET: THENCE (12) SOUTH 82 DEG. 18'44" EAST 97.64 FEET TO A POINT IN THE NORTH LINE OF THE PRIVATE ROAD AND CANAL RESERVATION LYING ALONG THE SOUTH LINE OF SAID LOT; THENCE (13) ALONG SAID NORTH LINE NORTH 88 DEG. 50'13" EAST 203.52 FEET; THENCE (14) LEAVING SAID NORTH LINE SOUTH 01 DEG. 08'45" EAST 35.00 FEET TO THE SOUTH LINE OF SAID LOT; THENCE (15) ALONG LAST SAID LINE SOUTH 88 DEG. 50'13" WEST 1155.21 FEET TO THE POINT OF BEGINNING.

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#### Legal Description Continued:

#### Portion of Lots 59, 60 and 74

That portion of Lots 59, 60 and 74, as said lots are shown on that certain "Map of Natomas Central Subdivision" filed in the office of the Recorder, County of Sacramento, State of California in Book 16 of Maps, Map No.3, more particularly described as follows:

Beginning at the most northerly corner of Lot 61, as said lot is shown on that certain "Map of Natomas Central Subdivision" filed in the office of the Recorder, County of Sacramento, State of California in Book 16 of Maps, Map No.3;

thence from said point of beginning South 47°16'21" East, a distance of 2,472.96 feet to the south line of said lot 59;

thence along said south line North 88° 49'25" East, a distance of 40.99 feet; thence leaving said south line North 01° 10'58" West, a distance of 274.33 feet; thence along the arc of a tangent curve to the left, with a radius of 1,400 feet through a central angle of 71° 19' 04", a distance of 1,742.62 feet;

thence North 72° 30'02" West, a distance of 299.34 feet;

thence along the arc of a tangent curve to the right, with a radius of 1,400 feet through a central angle of 52° 38' 47", a distance of 1,286.39 feet to a point on the west line of said lot 74;

thence along said west line and the west line of said lot 60, South 19° 51'15" East, a distance of 907.16 feet to the point of beginning.

Containing 28.78 acres more or less.

Note: The bearing and distances used for this legal description were calculated from the Record of Survey recorded in Book 42 of Surveys at page 14, Sacramento County

Records.

David R. Driscoll, LS 3723 License expires 6-30-00 Dated August 3, 1999

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#### Legal Description Continued:

#### EXCEPTING FROM THE ABOVE LANDS THE FOLLOWING:

#### Portion of Lot 72

That portion of Lot 72, as said lot is shown on that certain "Map of Natomas Central Subdivision" filed in the office of the Recorder, County of Sacramento, State of California in Book 16 of Maps, Map No.3, more particularly described as follows:

Beginning at the northwest corner of Lot 76, as said lot is shown on that certain "Map of Natomas Central Subdivision" filed in the office of the Recorder, County of Sacramento, State of California in Book 16 of Maps, Map No.3;

thence from said point of beginning, South 89° 44' 18" West, a distance of 304.88 feet; thence South 19°51'15" East, a distance of 922.95 feet to the southwest corner of said lot 76;

thence, North 00° 33' 55" West, a distance of 869.52 feet to the point of beginning.

Containing 3.04 acres more or less.

Note: The bearing and distances used for this legal description were calculated from the Record of Survey recorded in Book 42 of Surveys at page 14, Sacramento County Records.

David R. Driscoll, LS 3723 License expires 6-30-00 Dated August 3, 1999

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# EXHIBIT B LANDOWNER'S DEVELOPMENT PLAN

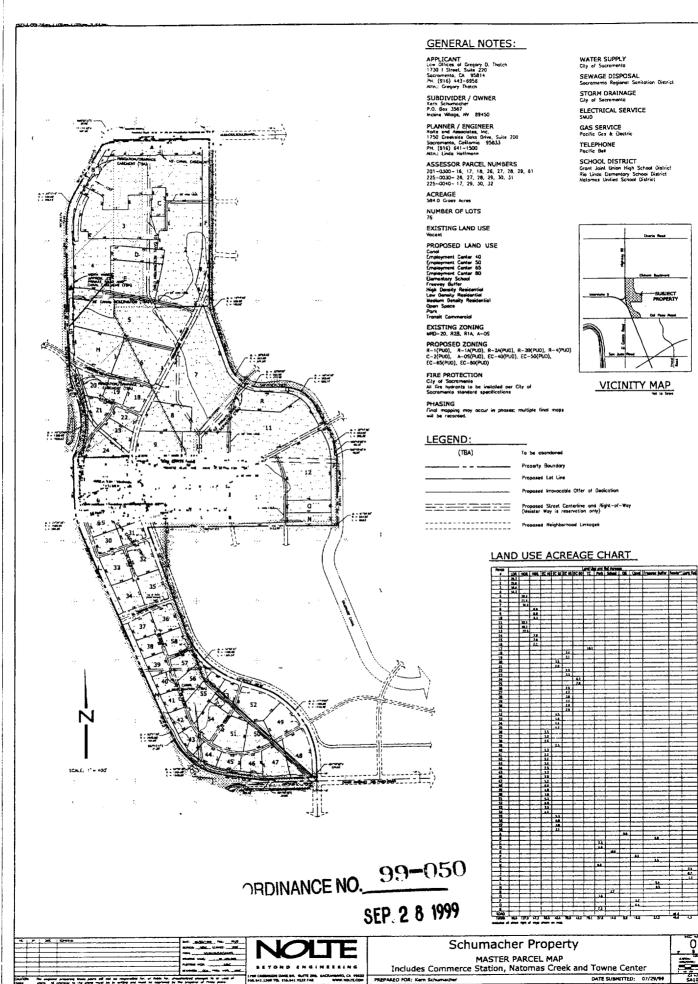
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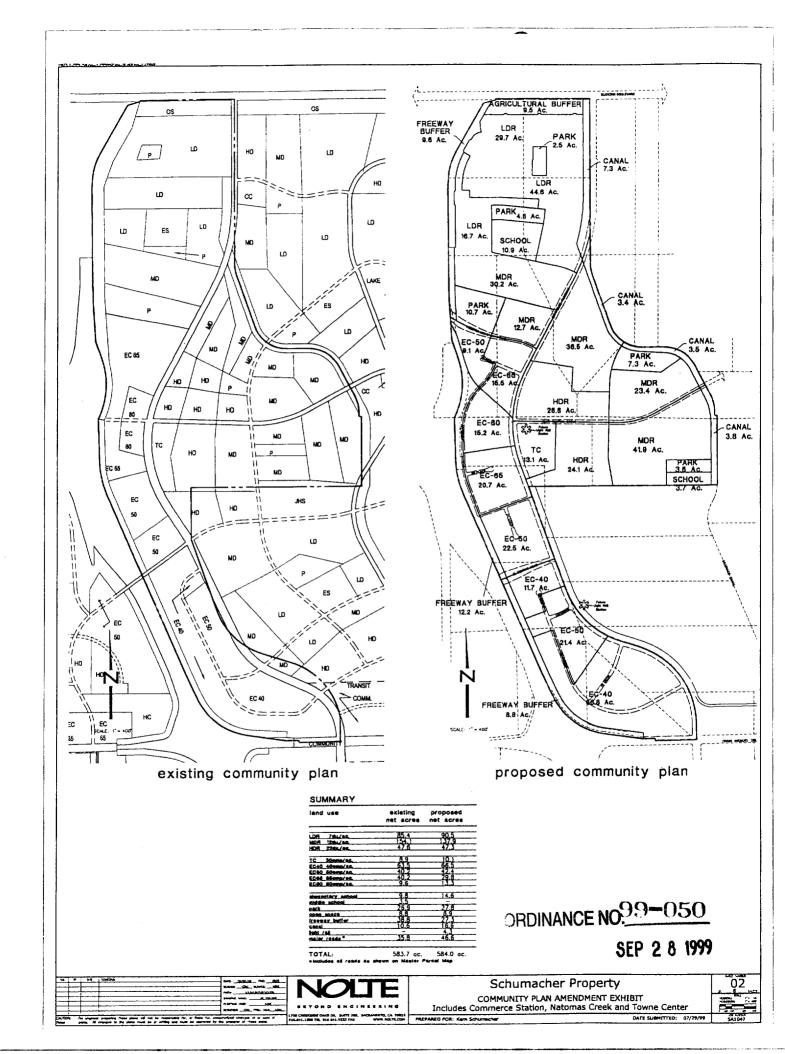
ORDINANCE NO. 99-050

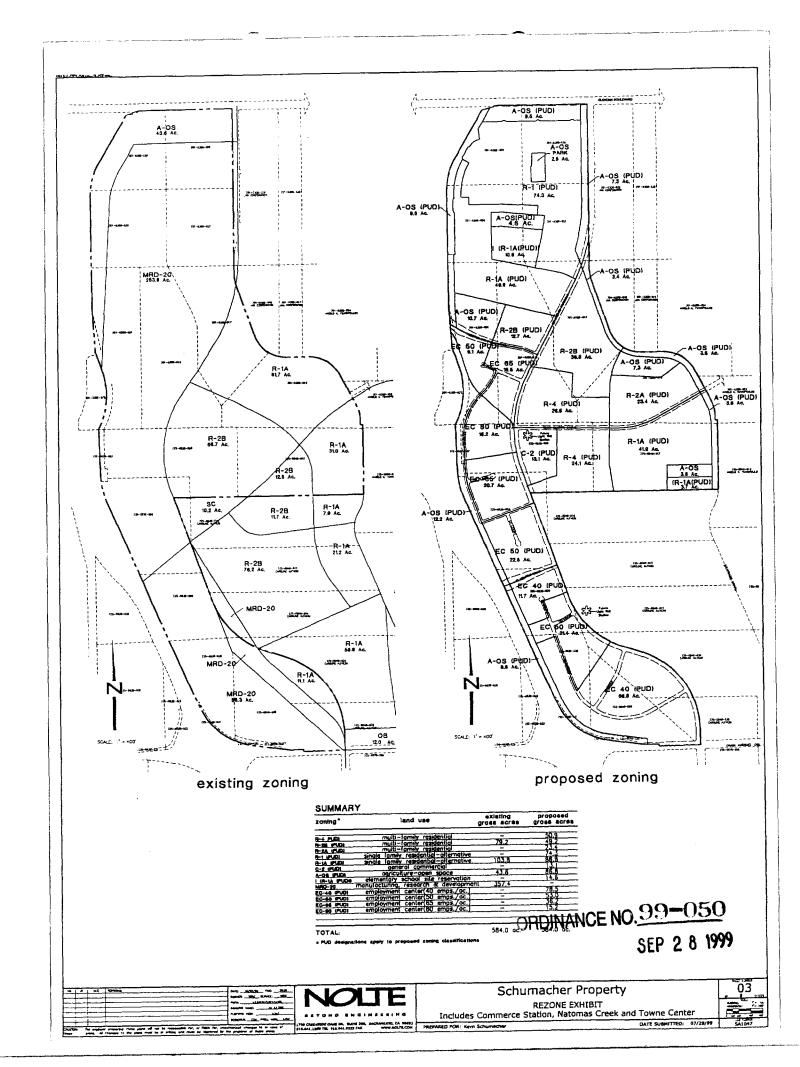
SEP 2 8 1999

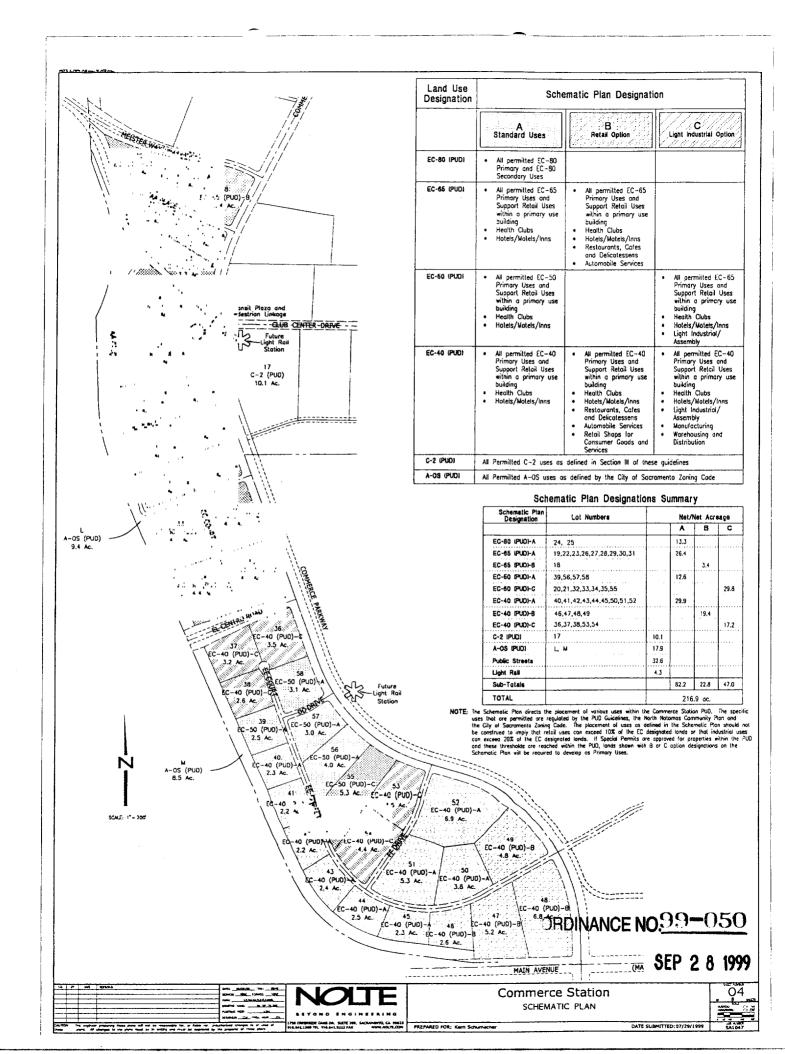
North Natomas Development Agreement nnda\_13.rev (rev. 15 Sep 99)

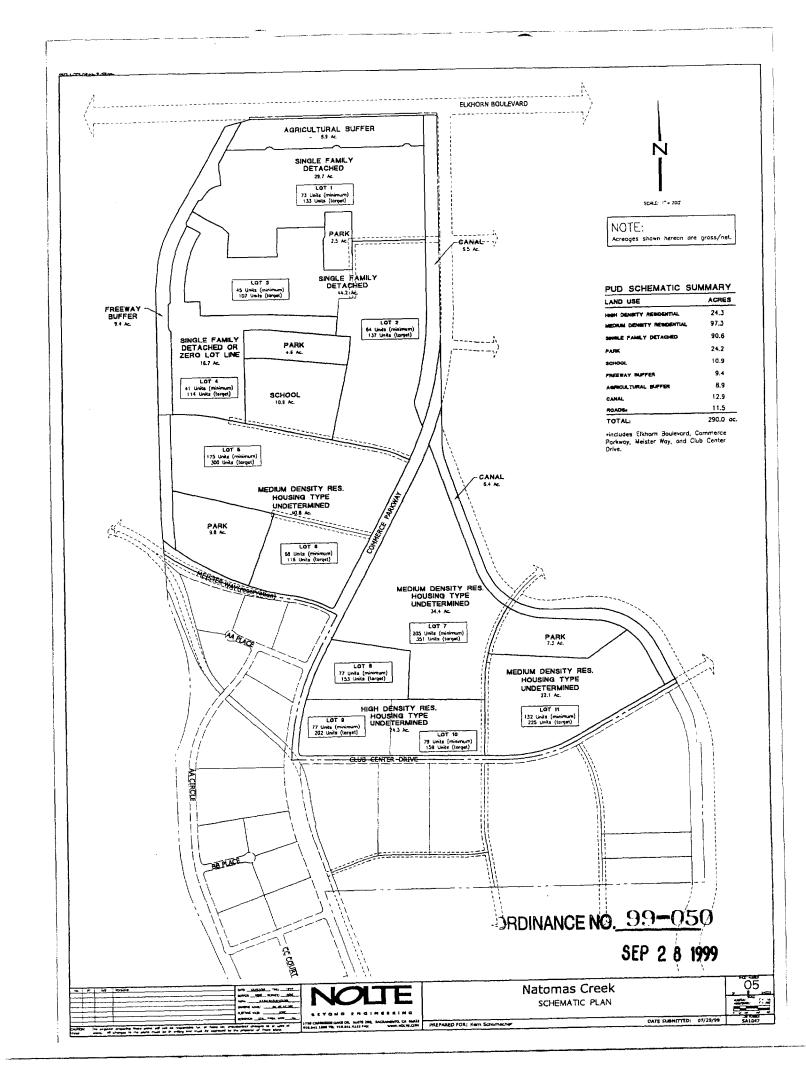
Exhibits

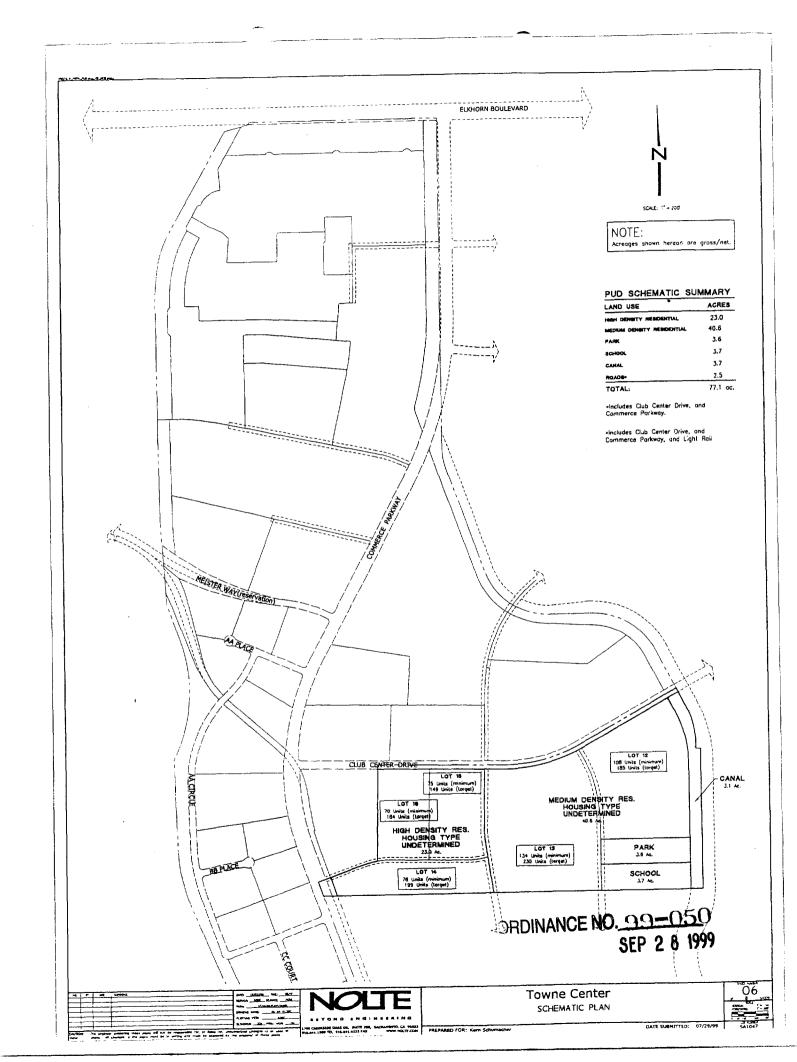


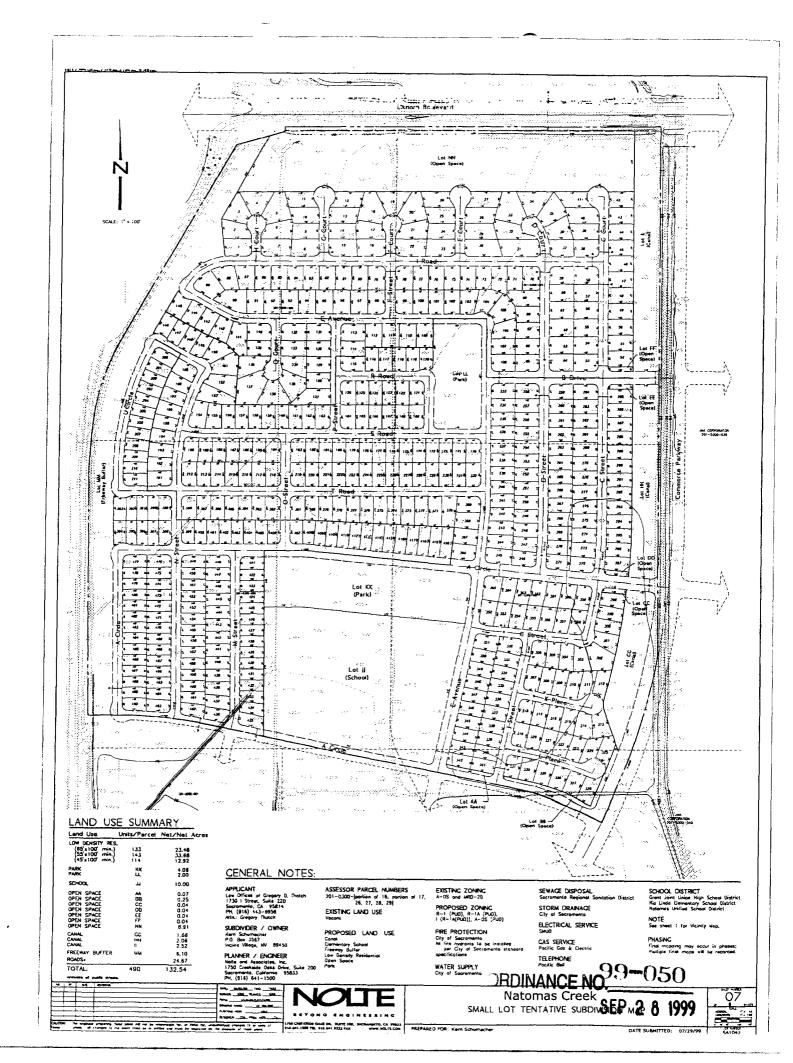


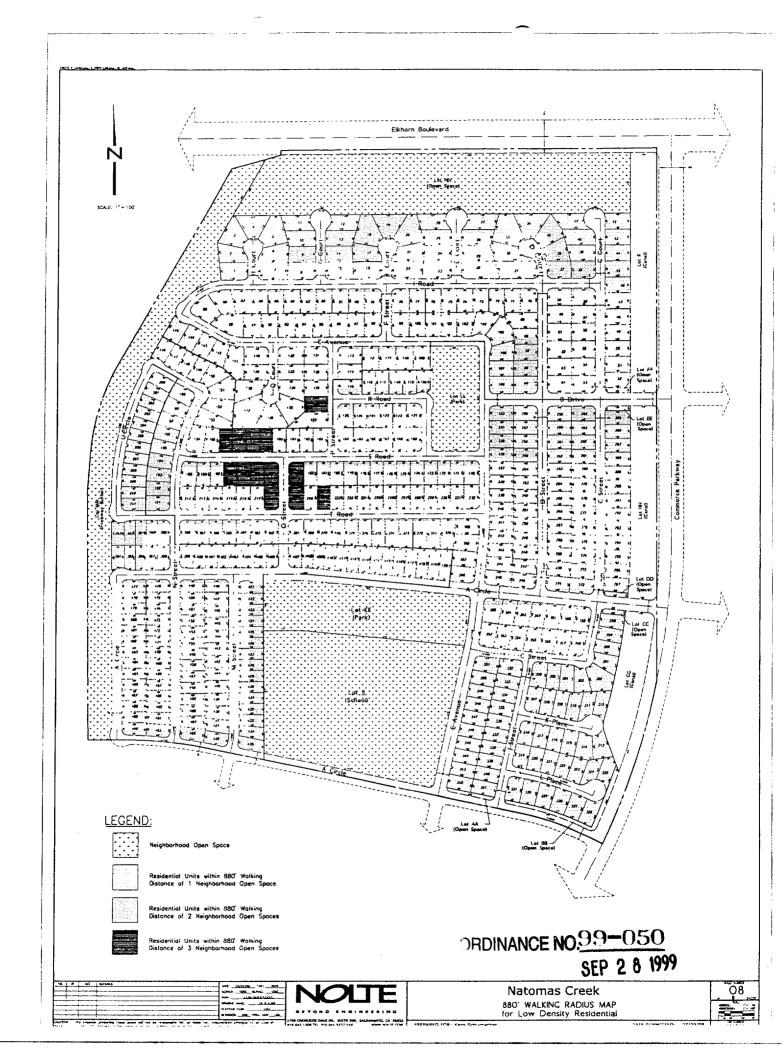












#### **EXHIBIT C**

#### SPECIAL CONDITIONS

#### I. PURPOSE AND INTENT

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

In order to achieve its objectives, and in order to obtain from each LANDOWNER and developer, all required contributions, fees, land transfers, agreements, and other mechanisms required to implement its terms, the NNCP provides that all rezoning and development shall occur through the planned unit development process. Development agreements should be entered into with LANDOWNERS whenever feasible under the circumstances.

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

#### II. LANDOWNERS' OBLIGATIONS

#### A. Mitigation Monitoring; Habitat Conservation Plan.

1. **Mitigation Monitoring**. When required in order to obtain entitlements, LANDOWNER shall execute a mitigation monitoring agreement, and such other agreements as may be necessary in CITY's judgment in order to implement any mitigation measure relating to the NNCP and any mitigation monitoring plans applicable to the Property, and shall fully cooperate with CITY in implementing any mitigation monitoring plan adopted as part of the approval process for development of the Property.

#### 2. Habitat Conservation Plan.

a. In the event that a Habitat Conservation Plan has been adopted by CITY, LANDOWNER shall be obligated to undertake and exercise one of the following options:

(i) participate in that Plan by payment of the fees applicable to LANDOWNER and/or the Property or provide required proportionate land dedications, at the time specified in the Plan for payment of fees or dedication of required proportionate lands; or

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- (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. In the event that at the time of issuance of a building permit for the Property, CITY has not adopted a Habitat Conservation Plan, and subject to the provisions of subsection "a" above, LANDOWNER shall as a condition to issuance of such building permit pay the sum of \$2,240.00\* per acre of the Property subject to the building permit; the requirement specified in this subsection b. shall be included in each entitlement issued with respect to the Property where, at the time of issuance, CITY has not adopted a Habitat Conservation Plan. In the event that CITY determines, in its sole and exclusive discretion, that such a Plan is not required and the fees required by this subsection b. have been paid, CITY shall within a reasonable time of making such determination refund any fees paid by LANDOWNER pursuant to this subsection b. The provisions of Government Code Section 66000 through 66025, as those sections are amended, renumbered or reconstituted, shall not apply to the fees covered by this subsection b.
- B. **Agreements With Other Agencies**. As required by CITY, LANDOWNER shall enter into agreements with other affected agencies, including but not limited to:
- 1. Appropriate sanitation districts, including but not limited to Sacramento County Regional Sanitation District, for provision of facilities, payment of fees and charges, and payment (if applicable) of any proportionate share of penalties imposed by the Environmental Protection Agency; and
- \* To be determined by the City Council. No building permit shall issue until such amount is determined and the City Council has implemented the fees required by this subsection b., and such fees have been paid.

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- 2. Reclamation District 1000, if in CITY's sole and exclusive discretion and judgment such an agreement is in fact required, or any other agreement which is required in CITY's sole and exclusive discretion and judgment for the implementation of Interim Drainage or the Drainage Plan.
- C. **Drainage Sub-basin Agreement.** LANDOWNER shall enter into an agreement with each of the other landowners within the Drainage Sub-basin within which the Property lies, which provides the manner in which the Infrastructure required for development of all of the lands within said Drainage Sub-basin shall be constructed and financed. As an alternative form of compliance with this provision, LANDOWNER may enter into an agreement with CITY, satisfactory to the City Attorney, which provides that LANDOWNER shall finance all costs associated with the Infrastructure required for development of all of the undeveloped lands within said Drainage Sub-basin. Any such agreement shall additionally provide for reimbursement in accordance with the terms of this Agreement, and the North Natomas Finance Plan, for LANDOWNER's payment of Infrastructure costs in excess of or beyond those required for development of the Property, as that term is defined in Section 8 of this Agreement. As a further alternative, CITY may impose a Drainage Sub-basin assessment district for purposes of financing the required Infrastructure. The provisions of section 6.D. of this Agreement shall apply in such a case.

#### III. CONDITIONS OF DEVELOPMENT; SPECIAL FINDINGS REQUIRED

- A. In addition to other findings and conditions as may be deemed applicable, no special permit, subdivision map or other land use entitlement for the Property shall be approved unless the approving body either: (1) makes the following findings; or (2) expressly waives such findings, in whole or in part, as not applicable to the Property and stating the reasons therefor with such waiver and the reasons therefor appear in the record or document of approval. These findings are:
- 1. The approval of the proposed project is consistent with the policies, goals, standards and objectives of the NNCP and other relevant factors and circumstances, including but not limited to:
- a. The adequacy of the required interim and permanent Infrastructure needed to support the project planned for the Property;
- b. The extent of participation required of LANDOWNER under the North Natomas Finance Plan has been secured;
- c. The extent to which LANDOWNER has complied with the provisions of the NNLAP.
  - 2. The North Natomas Finance Plan has been adopted by the City Council.

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- 3. All transfers of land, owned by or under the control of LANDOWNER, which are specified in the NNLAP as being necessary for public purposes, have been transferred to CITY or to the appropriate public agency. For this purpose, a transfer will be deemed to occur upon delivery to CITY of an Irrevocable Offer of Dedication in form and manner approved by the City Department of Public Works and the City Attorney. These dedications include, but are not limited to streets, utilities, drainage facilities and public transit.
- 4. LANDOWNER has, where applicable, demonstrated that the proposed project as designed meets or exceeds the jobs to housing ratio of the NNCP, either actually or through the medium of the Housing Trust Fund, or through assisting housing starts in North Sacramento, or a combination thereof.
- 5. LANDOWNER has entered into all agreements required pursuant to sections II.A., II.B. and II.C. above.
- 6. Appropriate environmental review of the proposed project has been completed, and any suggested mitigation measures resulting therefrom have been included in the approval of the project to the extent feasible.
- B. In the event that any of the special findings required herein cannot be made and are not waived, approval may nevertheless be given to the proposed project if all of the following conditions can be satisfied with respect to each such special finding not made:
- 1. Practicable and feasible requirements or mitigation measures can be imposed upon the project, the implementation of which would allow such special finding to be made;
- 2. The applicant has agreed to be bound (through written agreement satisfactory to the City Attorney) by and to implement such requirements or mitigation measures, and has posted such security for compliance therewith as may be required by the City Manager; and
- 3. It is in the public interest and consistent with the policies, goals, standards and objectives of the Community Plan for the project to be approved with such requirements and mitigation measures.

#### EXHIBIT D

#### ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS	ASSIGNMENT AND ASSUM	<b>IPTION</b>	AGREEMENT (	(herein "this Agreement") is
entered into th	nis day of	, 19	, by and between	(herein
"LANDOWN	ER") and(heat	erein "AS	SSIGNEE").	
	R	ECITAI	LS	
A.	LANDOWNER has entered int	o a Deve	lopment Agreeme	ent (herein "the Development
Agreement")	dated,	with th	e City of Sacra	amento, pursuant to which
LANDOWNI	ER agreed to develop certain pro	operty m	ore particularly d	escribed in the Development
Agreement (h	erein "the Property") in the No	rth Nato	mas Community	Plan Area subject to certain
conditions and	d obligations set forth in the Dev	velopmer	it Agreement.	
B.	LANDOWNER has assigned	d its inte	erests under the	Development Agreement to
ASSIGNEE u	nder a written agreement dated _		, as t	o that portion of the Property
identified and	incorporated herein by this refe	erence (he	erein the "Assigne	ed Parcel(s)").
C.	ASSIGNEE desires to assume a	all of LA	NDOWNER's rig	thts and obligations and other
terms and con	ditions under the Development	Agreeme	nt with respect to	the Assigned Parcel(s).
	AG	REEME	NTS	
NOW,	THEREFORE, LANDOWNER	AND A	SSIGNEE HERE	BY AGREE AS FOLLOWS:
1.	ASSIGNEE hereby assumes all	of the bu	rdens and obligat	ions of LANDOWNER under
the Developm	ent Agreement, and agrees to ob-	serve and	fully perform all	of the duties and obligations
of LANDOW	NER under the Development Ag	greement	, and to be subject	et to all of the
terms and con	ditions thereof, with respect to	the Assig	ned Parcel(s), it b	peing the express intention of
both LANDO	WNER and ASSIGNEE that, up	pon the e	xecution of this A	Agreement, ASSIGNEE shall
become subst	ituted for LANDOWNER as the	"LAND	OWNER" under	the Development Agreement
with respect to	o the Assigned Parcel(s).			
2.	ASSIGNEE understands and a	grees tha	t this Agreement	is subject to Section 4 of the
Development	Agreement. Section 4 reads as	follows:		
	velopment Agreement			NCE NO. 99-050 Exhibits
nnda_13.rev (rev.	10 9eb 9a)			NCE NO. 99-050 Exhibits SEP 2 8 1999
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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, without the consent of CITY; provided, however, that LANDOWNER shall notify CITY of such sale, assignment or transfer by providing written notice thereof to CITY in the manner provided in this Agreement. LANDOWNER shall remain obligated to perform all terms and conditions of this Agreement, unless such purchaser, assignee or transferee, to the satisfaction of and in a form acceptable to the City Attorney, executes and delivers to CITY an express agreement to assume all of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred. The execution of such an assumption agreement shall relieve LANDOWNER of the obligations expressly assumed only if: (a) LANDOWNER is not in default under this Agreement at the time of the assignment or transfer; and (b) LANDOWNER has provided CITY with notice of said assignment or transfer in the manner provided hereunder. Any such assumption agreement with respect to LANDOWNER's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the Assignment and Assumption Agreement attached hereto as Exhibit "D" and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNER and approved by the City Attorney prior to the effective date of the assignment.

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

- 3. At the request of the City, ASSIGNEE agrees to enter into a separate development agreement with respect to the Assigned Parcel(s).
- 4. 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.
- 5. ASSIGNEE agrees that it has read, and has sought and received all required legal and other expert consultation with regard to the Development Agreement, and fully understands all of its terms and conditions. ASSIGNEE further agrees that: (i) LANDOWNER has furnished ASSIGNEE with a copy of the North Natomas Community Plan, the Comprehensive Drainage Plan, the North Natomas Finance Plan, the RD-1000 Agreement (where applicable), the Habitat Conservation Plan, and all other documents and materials containing or relating to terms and conditions of development in the NNCP area; (ii) ASSIGNEE has read and understands all of the

Exhibits

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"

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# EXHIBIT E NORTH NATOMAS LAND ACQUISITION PROGRAM (NNLAP)

SEE ATTACHED

#### V. LAND ACQUISITION PROGRAM

#### THIS CHAPTER REPLACES CHAPTER V IN THE 1994 NORTH NATOMAS FINANCING PLAN

#### INTRODUCTION

Development of the North Natomas area will require a significant amount of land for public uses including: open space, drainage system, roadways, interchanges, transit, parks, civic facilities, schools and buffers to other uses. Much of the this land is provided through normal land dedication in the land development process. However, the quantity of land in North Natomas for public use is unusual due to the large area being planned for development and the amount of land required for mitigation of various development impacts.

The purpose of the Land Acquisition Program discussed in this section is twofold: 1) to insure that public use lands are available to the City to construct infrastructure and facilities on a timely basis as established by the City and 2) to maintain equity among landowners for land provided above and beyond standard dedications. The discussion that follows recognizes the difference between each purpose and describes how each purpose is satisfied by the North Natomas Land Acquisition Program (NNLAP).

The City requires that land for all critical facilities be dedicated or acquired as early in the process as possible to avoid land assembly problems at the time of construction and increased costs due to condemnation proceedings. The types of land included are described in a subsequent section.

Property owners are concerned that they might be required to provide more than their fair share of land for public use. If they are required to provide extra land, they should receive reasonable payment for the value of land provided in excess of their fair share. The fair-share is defined as the average amount of public land required per acre of developable land for the entire North Natomas area. Property owners providing land in excess of this average would be exceeding their fair share. Those property owners without any developable land may receive special consideration in return for dedication.

To insure that all participating landowners are treated equitably in the amount of land that is provided for public use, the City will acquire land above the average amount of public land using revenue from the Land Acquisition Fee included in the NNLAP. A landowner providing more land than the average allocation of public land would be reimbursed from fee revenue when available. Landowners providing less than the average amount of land will pay a net fee at building permit. The net fee per unit or acre for each development project will be based on the amount of acreage provided below the average ORDINANCE NO.

The per unit or per acre fee will be self adjusting over time based on the increase in the 2 8 1999 average values of acquired land. In addition, the fee will contain an administration factor

of approximately 2.5% (or actual cost when known) to pay for the City's time and expense in acquiring the land and monitoring the program plus a 5% contingency for the cost of acquiring land through condemnation proceedings and to assure the program is covering the acquisition costs.

#### PARTICIPANTS VERSUS NON-PARTICIPANTS

Property owners will participate in the program through the development agreement, tentative map and master parcelization map process. Participation would be a condition of every development agreement or as a condition on a tentative map, if a development agreement is not utilized. Property owners not developing their property would not be required to participate.

Those electing not to participate in the NNLAP would have land acquired by standard City procedures. Land would be acquired from non-participants through condemnation proceedings or purchase agreements whereby the non-participant would receive payment for the acquired land. To the extent that this value is above the estimated land value per acre, the Land Acquisition Fee contains a contingency to cover this potential expense. If sufficient fee revenues are not available, the property owner whose development triggers the acquisition would advance the funds and be reimbursed from future fee revenues.

Special consideration is necessary for property owners submitting development applications who previously had property included in the NNLAP acquired through condemnation or purchase agreements. The difference between the purchase price and the Public Land Acquisition Value (defined in the Land Acquisition Fee section) established for the current year would be determined. If the property owner was to receive a reimbursement from the Land Acquisition Program, the reimbursement would be reduced by the excess amount. If the property owner owed a Land Acquisition Fee, the fee would be increased by the excess amount. In addition, all City costs required to handle the initial purchase would be charged to the property owner. Issues regarding land acquisition and participation in the Land Acquisition Program would be resolved as part of the development approval process.

#### PUBLIC LAND ACQUIRED THROUGH THE NNLAP

Lands included in the NNLAP are considered to be of general benefit to all developable land uses within North Natomas. As such, the cost of acquiring these lands is allocated to all private developable land uses. Figure 22 shows the land uses, acres, and values for each of the land uses discussed below. The types of land acquired by the program are described as either Public Land or Regional Park Land as defined below. As such, the Land Acquisition Fee consists of both the Public Land Acquisition Fee and the Regional Park Land Acquisition Fee. The City will maintain a map showing all land subject to the NNLAP.

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This program excludes "normal" dedications such as neighborhood/community parks dedicated under the City's Quimby Act Ordinance or schools, local road right-of-way and landscaping easements dedicated under the Subdivision Map Act. These dedications are handled through standard City processing of development applications.

The NNLAP also excludes public land of benefit to specific projects or areas such as the detention basins, pump stations and trunk lines within a sub basin. This land will be purchased from the drainage fees or other mechanisms applicable to each sub basin.

#### PUBLIC LAND ACQUIRED THROUGH THE NNLAP

"Public land" means the property acquired through this program for public purposes for the North Natomas Finance Plan Area, excluding the Regional Park Land, under the North Natomas Land Acquisition Program. All Public Land is required as a condition of allowing development to proceed in the area in order to facilitate the installation of infrastructure and other public facilities required to meet the needs and address the impacts caused by such development. All Public Land is to be dedicated, transferred to or acquired by the City without cost to the City.

#### Open Space and Buffers

Open space and land buffers are required throughout the area along the I-5 and I-80 freeways, as habitat buffers along Fisherman's Lake, as a buffer to agricultural land along the south side of Elkhorn Boulevard and open space along the western City limits. The nature of these buffers and open space are considered beyond "normal" dedications of development setbacks.

#### Drainage Canal Right-of-Way

Development of new drainage canals may require major acquisitions of land. This land acquisition will serve the entire North Natomas area and is therefore included in this program. No acreage for existing drainage canals owned by RD 1000 is included.

#### Street Oversizing Right-of-Way

The portion of streets oversized for regional traffic is included in the NNLAP as a community-wide expense. To the extent that water and sewer trunk lines cannot be located under roadways, additional right-of-way for utility easements will be required. No estimate has been made for this acreage although it is anticipated to be insignificant.

The standard street dedication is 25 feet from the back of curb. Excess dedication is counted from the 25 foot point to the center of the road. If a property owner is required to provide the land for the roadway beyond the centerline, that land would be considered excess dedication and would be subject to acquisition through the NNLAP such as the half section of Truxel north of Del Paso alongside the drainage canal.

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#### Light Rail Right-of-Way

Approximately 20.4 acres of right-of-way are required for the light rail alignment that is not included as part of the road right-of-way. An additional 20.6 acres is required for LRT stations and park and ride lots under the civic transit land use designation.

#### Civic Lands

Civic lands include two fire stations, a library, a police substation, four community centers, and other cultural and entertainment uses. Civic lands also include civic utilities such as pump station sites, but do not include private utilities such as SMUD, PG&E, or Sacramento Cable which will be purchased by the private user via a negotiated purchase price.

#### REGIONAL PARK

North Natomas includes approximately 181 acres of dedicated regional park and conjunctive civic uses. Approximately 10 acres of the 200 acre park is defined as joint use with the high school and will be acquired by the School District through the school fee and 7.1 acres of detention basin will be acquired with proceeds from the drainage fees. Acquisition costs of the regional park land will be spread to all of the developable property in North Natomas. The share of the land acquisition fee necessary to acquire the regional park will not be subject to the reimbursement calculation described below, but will be collected in full from every project.

#### A.D. 88-03 LAND

Most property owners in Quadrant 1 are included in Assessment District 88-03 (A.D. 88-03) which primarily funded roadway improvements plus some freeway, landscaping and drainage improvements. In addition, right-of-way and road overwidth right-of-way was acquired by the District for construction of roadway and freeway improvements. Although these lands have already been acquired, the NNLAP will include this acreage to treat A.D. 88-03 lands the same as other Public Lands. Reimbursement to the A.D. 88-03 participants for this land will be valued at the current Public Land Acquisition Value when an eligible property owner's tentative map is processed. The following summarizes the acreage acquired under A.D. 88-03 which is included in the NNLAP.

Oversized street width right-of-way	39.05 acres
Light Rail right-of-way	3.71 acres
Freeway off-ramp right-of-way	0.83 acres

Total 43.59 acres ORDINANCE NOS9-050 SEP 2 8 1999

The City is currently in the process of verifying this acreage and developing a list and map of the lands acquired by A.D. 88-03. The fees would then be adjusted accordingly.

#### PRIVATE DEVELOPABLE LANDS SUBJECT TO THE NNLAP

The North Natomas Land Acquisition Program is based on the participation of private developable lands towards the acquisition of the necessary public lands identified in the North Natomas Community Plan. For the NNLAP, private developable lands consist of residential, employment center, commercial, light industrial and sports complex land use categories defined in the Community Plan and identified as land use cells on the Composite Plan Map.

For purposes of the calculating the "fair share" acreage contribution and the calculation of fees and reimbursements for a project, acreage for these private developable land use designations subject to the program are defined as the Gross Acres. Gross Acres refer to the area of the private developable land use designation excluding major roads and other public/civic and open space land uses. Gross Acres include the minor roads interior to a subdivision. For purposes of calculating the Gross Land Acquisition Fee and Estimate of Land Value, Total Gross Acres refer to the summation of all of the Gross Acres in the Finance Plan Area.

#### ESTABLISHMENT OF THE PUBLIC LAND ACQUISITION VALUE

Each year, the Public Land Acquisition Value will establish the value of Public Land to be acquired through the North Natomas Land Acquisition Program. It will be established through the following steps.

#### Step 1 - Estimate of Land Value

At the beginning of each year an appraiser will provide the City of Sacramento an "estimate of land value" (not a complete narrative appraisal) as of November 1 of the preceding year for each North Natomas Community Plan land use designation. The "estimate of land value" will assume that the land is readily developable with an approved tentative map. The value of land to be acquired would be based on the value per Gross Acre and defined as the fee simple value less estimated Mello-Roos bond debt, assessments fees, and development costs associated with land development. The land value established by the City for a calendar year would be based on an adjusted three-year average of the "estimate of land value."

The initial "estimate of land value" would be based upon an appraiser's estimate of value for each land use designation for the North Natomas Community Plan in 1995 excluding the value of improvements assuming North Natomas property is ready for development and all entitlement restrictions have been removed. The value established would be based on each individual parcel likely to develop in the next several years, not a discounted cash flow of all developable property in North Natomas.

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#### Step 2 - Public Land Acquisition Value - Three-Year Weighted Average

Based on the estimate of land value for each land use designation and the amount of acreage in each developable land use designation, a weighted average of estimated land value for the current year would be calculated. This value would be averaged with the two prior year's average of estimated land values to arrive at the three-year weighted average land value. This amount shall be named the Public Land Acquisition Value (PLAV).

Figure 22A shows the assumptions from the 1995 Estimate of Value from the 1995 North Natomas Valuation Study prepared by Clark-Wolcott Company. Figure 22B shows the calculation of the Public Land Acquisition Value for 1995.

#### Step 3 - Adjusted PLAV to Establish Fee

The PLAV would be adjusted for contingencies and administration to establish the land value of acquisitions for a calendar year for purposes of calculating the fee. Adjustment factors are:

- 5% contingency for land acquired through condemnation and other contingencies,
- 2.5% allowance for administration and the cost of the annual land value estimate update.

#### CALCULATION OF GROSS PUBLIC LAND ACQUISITION FEE

The Gross Public Land Acquisition Fee is a function of the Public Lands included in the NNLAP, the value assigned to each type of land, and the amount of developable land uses. The types of land included in the Public Land Acquisition Program were discussed above.

The Gross Public Land Acquisition Fee charged to development projects would be based on the adjusted Public Land Acquisition Value established for the calendar year multiplied by all of the public land subject to acquisition by the NNLAP (excluding the regional park) divided by the Total Gross Acres within the North Natomas Finance Plan Area. The fee would be adjusted annually using the updated Public Land Acquisition Value. The acres of land acquired by the NNLAP and Total Gross Acres used to calculate the fee would not change from year to year unless new public land became subject to acquisition and/or the Community Plan was amended with a change to the amount of Total Gross Acres or Public Land. To the Gross Public Land Acquisition fee, add the Regional Park fee to calculate the Total Land Acquisition Fee applicable to a project.

Figure 23 shows the calculations used to arrive at the estimated Gross Land Acquisition Fee based on an initial weighted average land value of \$72,900 per gross acre. The cost of Public Lands was divided by the Total Gross Acres in the Finance Plan Area. This resulted in a Public Land Fee of approximately \$9,291 per Gross Acre. The maximum Regional Park Fee was estimated at \$2,722 per Gross Acre based on the 1995 Estimate of Value until the acquisition agreement(s) covering entire regional park are approved by the City. As \$9.900.

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Below shows an example of how the fee will be updated by the three-year weighted average estimate of land value.

Example of 3 Year Weighted Average PLAV Adjusted for Admin & Contingency

 $[$72,900 + $75,000 + $80,000] / 3 \times 1.075 = $81,664$ (7.5% for admin. & contingencies)

Gross Public Land Acquisition Fee Excluding Regional Park

Gross Fee = \$81,664 X 574.7 acres / 4,847.1 Total Gross Acres = \$9,683 per gross acre.

Per Acre (acquired) (developable)

Total Land Acquisition Fee Including Regional Park

Total Fee Per Gross Acre = \$9,683 Public Land Fee + \$3,049 Reg. Park Fee = \$12,732

Regional Park Fee based on the 3 Year Weighted Average PLAV until the acquisition agreement(s) covering entire regional park are approved by the City.

### CALCULATION OF NET PUBLIC LAND ACQUISITION FEE OR REIMBURSEMENT FOR A PROJECT

To insure that all participating landowners are treated equitably in the amount of land that is provided by them for public use, the NNLAP will acquire land above the average amount of Public Land using revenue from the Land Acquisition Fee. The types of land included were previously discussed. A landowner providing more land than the average allocation of Public Land would be reimbursed from fee revenue when available. Landowners providing less than the average amount of Public Land will pay a net fee at building permit. At the time a Tentative Master Parcel Map or Tentative Subdivision Map is approved, the procedures for calculation of the net fee or reimbursement are as follows:

- 1. Determine the Gross Public Land Acquisition Fees applicable to the proposed development project by multiplying the Gross Acreage by the Gross Public Land Acquisition Fee.
- 2. Determine if the land owner's property, or portion thereof, is entitled to an A.D. 88-03 reimbursement from the schedule of reimbursements shown in Figure 24 by APN. This value will be credited against the Gross Fee.

Since the A.D. participants as a whole, not an individual property owner, funded the Public Land, each parcel in A.D. 88-03 will be reimbursed for this cost. No credit will be given to the landowner who provided the right-of-way since the participants of the A.D. acquired it.

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- 3. Determine amount of Public Land being acquired from the land owner, excluding lands previously acquired by A.D. 88-03. The value of the NNLAP acquisitions is then obtained by multiplying the total acquired acreage by the current Public Land Acquisition Value. This value will be credited against the Gross Fee.
- 4. Calculate the Net Fee or reimbursement for the project. The Net Fee or reimbursement is based on the difference between the Gross Public Land Acquisition Fee of the project as calculated in Step 1 and the A.D. 88-03 reimbursement from Step 2 plus the total value of the Public Land acquisitions from Step 3.
- 5. If a Net Fee results, this net amount would be allocated to the net acreage and paid at the issuance of a building permit. This Net Fee amount would be proportionately assigned to each private developable parcel based on its percentage share of the net acreage of all private developable parcels. Residential land may have the net fee apportioned to the residential units on a per unit basis. The Net Fee is assigned to parcels on the tentative map even though changes in net acreage may occur in the process of implementing final maps. The City may allow a property owner to transfer the net fee between parcels on the same map. The net fee per parcel or unit will be adjusted annually by the increase in the Public Land Acquisition Value until the fee is paid at building permit.
- 6. If a reimbursement results (the acquired land has a higher cost than the applicable gross fees based on the established Public Land Acquisition Value), then the original property owner would be reimbursed the difference in value although the property owner may transfer the reimbursement to a subsequent owner. Acceptance of the transfer will be at the discretion of the City and is not intended to apply to the end user of single family lots. The property owner is not eligible to receive a reimbursement until all dedications on the map have occurred. The reimbursement will be adjusted annually for changes in the Public Land Acquisition Value. The City will determine when a reimbursement can be paid based on the availability of fee funds and future land acquisition needs. Reimbursements would be on a first-come, first-served basis.
- Add the Regional Park fee component to the Net Fee. The regional park component will always be paid in full regardless of balance of Public Land dedications and fees.

The example below shows how the Net Land Acquisition Fee would be calculated.

Assumptions: 10 Gross Acres (7.5 net) in the project

4 gross acres (3 net acre) of retail

and 6 gross acres (4.5 net acres) of low density residential (7 du/net acre)

with 1.0 acre of Public Land acquisitions

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1995 land value equal \$72,900 Gross Public Land Acquisition Fee equals \$9,291 per gross acre

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Regional Park Acquisition Fee equals \$1,120 per gross acre

#### A.D. 88-03 NNLAP Reimbursement equals \$5,000

Gross Public Land Acquisition Fee Revenue	\$92,910	(10 acres x \$9,291)
Less A.D. 88-03 NNLAP Reimbursement Less Total Value of All Acquired Public Lands	\$5,000 \$72,900	( 1.0 acre x \$72,900)
Net Fee Amount Excluding Regional Park Fee Regional Park Fee Total Land Acquisition Fee Revenue	\$15,010 \$27,220 \$42,230	(10 acres x \$2,722)
Net Fee per Net Developable Acre Net Fee per Residential Unit	\$5,631 \$804	(\$42,230 / 7.5 net acres) (\$5,631 / 7 du/acre)

For non-residential parcels, the fee would be assigned based on the percentage share of the parcels net acreage to the total net acreage of project. For residential parcels, the fee would be assigned to each unit based on the percentage share for each unit to the total number of units in the residential area.

The example below shows how the Reimbursement would be calculated.

Assumptions: 10 Gross Acres (7.5 net) in the project

4 gross acres (3 net acre) of retail

and 6 gross acres (4.5 net acres) of low density residential (7 du/net acre)

with 2.0 acres of Public Land acquisitions

1995 land value equal \$72,900

Gross Public Land Acquisition Fee equals \$9,291 per gross acre and

Regional Park Acquisition Fee equals \$1,120 per gross acre.

Gross Public Land Acquisition Fee Revenue \$92,910 (10 acres x \$9,291)

Less Total Value of All Acquired Public Lands \$145,800 (20 acres x \$72,900)

Reimbursement Amount (\$52,890)

Regional Park Fee \$27,220 (10 acres x \$2,722)

Regional Park Fee per Net Developable Acre \$3,629 (\$27,220 / 7.5 net acres)

Regional Park Fee per Residential Unit \$518 (\$3,629 / 7 du/acre)

The reimbursement would be paid on a first come first served basis from revenues available in the NNLAP fund. The Regional Park Fee is paid regardless of the Net Fee or Reimbursement resulting from the acquisition of Public Lands.

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#### DEFERRED PAYMENT FOR INITIAL PARTICIPANTS

Determining the estimate of land value in the earlier years of the program is difficult because there is little or no relevant sales information within the North Natomas Area. Using the initial "estimate of the land value" could unfairly penalize early participants if the land value estimates are overestimated. This is particularly true for the share of the land acquisition fee calculated for the regional park. Acquisition of the regional park will involve negotiations between the City and the property owners. The cost funded through the NNLAP will be the actual cost to the City of acquiring the regional park land.

As a result of the uncertainty of the initial "estimate of land value" and the resulting fee, the NNLAP will include a deferred payment plan. At the end of the deferred payment plan, the actual costs of land acquisition and therefore any resulting fees or reimbursements will be known with much more certainty than the initial estimates.

The deferred payment program includes the following features:

Fee Payment for All NNLAP Lands Except Regional Park

#### Residential Land Uses

1. Participate in residential fee deferral program in which entire fee obligation is collected at close of escrow.

#### Non-Residential Land Uses

- 1. Initial payment equals 50% of Gross Fee paid at building permit
- 2. Remaining 50% paid in three annual installments secured by enforceable lien.
- 3. Total obligation will be determined at the end of the fourth year based on the threeyear weighted average fee established in the fourth year. The Net fee or reimbursement will be adjusted accordingly.
- 4. The 1995 Estimate of Value prepared by Clark Wolcott will not be included in the three year average. If there have not been adequate sales within North Natomas to fairly establish the estimate of land value within the three year period, the payment period may be extended to five years by resolution of the City Council.
- 5. Credits against the Gross Fee will be applied to first installments.
- 6. A landowner electing to defer payments as set forth above shall enter into a payment agreement in a form acceptable to the City Attorney.

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#### Regional Park Fee

 The maximum Regional Park Fee assigned to any initial participant will not exceed the amount that the fee would be if the current Public Land Acquisition Value (PLAV) was used as the price to acquire the regional park land in establishing the regional park fee.

Example of Maximum Regional Park Fee for Initial Participants

Regional Park Acquistion . 181 Acres

Current PLAV \$72,900 Per Acre

Maximum Acquisition Value \$13,194,900

Total Gross Acres 4,847

Maximum Fee Per Gross Acre \$2,722

- 2. The actual Regional Park Fee will be recalculated once the acquisition agreement(s) covering entire regional park are approved by the City. The land acquisition cost will include the price of the land and any City acquisition expenses. The remainder of the Regional Park Fee will be due at this time.
- 3. Landowners may defer payment of the Regional Park Fee by entering into a payment agreement in a form acceptable to the City Attorney, which agreement shall contain, among other things, the amounts of the initial installment payments negotiated between the parties, provided, however, that the amount of the initial payment shall not be less than 25% of the maximum fee. The obligation to pay the fee on a deferred basis shall be secured in a manner acceptable to the City. Security for such payment provided by a suitable letter of credit will be acceptable to the City.
- 4. Once the acquisition agreement(s) are approved by the City, the installment payment program will cease. The regional park fee may be deferred through other programs approved by the City.

#### Reimbursement

 If initial and installment payments are in excess of the total fee obligation, the nonresidential property owner or residential builder will be reimbursed the difference within 90 days.

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#### Figure 22A

## North Natomas Financing Plan Land Acquisition Program Estimated Land Acquisition Cost - Updated October 9, 1995

		Acquisition	Total
Land Acquisition Category	Acreage	Cost / Acre	Acquisition Cost
		(1)	·
Public Lands		\$72,900	•
Open Space/Buffer	· 225.1	\$72,900	\$16,409,790
Canal Right-of-Way (2)	128.7	\$72,900	
RT Right-of-Way (3)	41.0	\$72,900	\$2,988,900
Overcrossings & Street Oversizing Right-of-Way	110.3	\$72,900	\$8,037,225
Civic Lands (4)	39.6	\$72,900	\$2,886,840
Detention Basins (5)	0.0	\$72,900	\$0
Interchanges (6)	30.0	\$72,900	\$2,187,000
Subtotal Public Lands	574.7		\$41,891,985
Regional Park (7) 200-Acre Conjunctive Use Site	181.0	То Ве С	l Petermined 
•			
TOTAL (EXCLUDING REGIONAL PARK)	574.7		\$41,891,985
TOTAL GROSS DEVELOPABLE ACRES	4,847.1		
Average % of Acres Acquired per Gross Acre (Excluding Regional Park)	12%		

"and\_value"

- (1) Reflects uniform cost basis for all acquisitions regardless of the use of the sits. The estimated per acre cost reflects an agreed to amount across all land uses which does not necessarily reflect each individual percel's fair market value.
- (2) Includes acreage for new drainage canals, pump stations and the swale on-site and off-site. Acreage provided by Borcall & Associates in a memo, from the City dated November 19, 1993.
- (3) LRT right-of-way includes rail line right-of-way plus transit stations and park and rides.
- (4) Civic uses include fire stations, 3 community centers, library, public utilities and other cultural and entertainment uses. The acreage excludes ten acres for the community center and police substation included in the regional park site.
- (5) All of the detention besins are included in the sub basin drainage cost and will be paid with revenues from the storm drainage lea.
- (6) Cost based on estimate provided by Doldon Engineering. Uttimately, all land within the Project Area will be acquired at the Public Land Acquisition Value. Land outside of the Project will be acquired at fair market value.
- (7) The regional park site contains approximately 200 acres with conjunctive uses. The total land dedication acreage includes the regional park, a community center, and a police substation. The 200-acre site also includes 10.0 acres of conjunctive use with the high school, but this acreage will be owned by and dedicated to the School District. Also, 7.1 acres of a detention basin are included within the regional park site, but will be acquired from funds collected from the storm drainage fee.

  The acquisition cost per acre will be determined by formal appraisal or actual acquisition price.

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Figure 22B Valuation Assumptions

•		Value Per	Units or	Base	Adjusted	Gross to Net
Land		Unit or	Square Feet	Value Per	Value Per	Acreage
Use	Measure	Square Foot	Per Acre	Gross-Acre	Gross Acre	Factor .
				Note 1	Note 2	
				• .		
LDR	units ·	\$20,900	. 7	\$146,300	· <b>\$</b> 146,300	· 0.82
MDR '	units	\$11,167	12	\$134,000	\$134,000	0.85
HD	units	\$5,800	22	\$127,600	\$127,600	0.87
EC 30	land sq. ft.	\$3.77	43,560	\$164,221	\$153,157	0.88
EC 40	land sq. ft.	\$5.02	43,560	\$218,671	\$196,717	0.88
EC 45	land sq. ft.	\$4.87	43,560	\$212,137	\$191,490	0.88
EC50	land sq. ft.	<b>\$</b> 5.34	43,560	\$232,610	\$207,868	88.0
EC 65	land sq. ft.	<b>\$5.8</b> 1	43,560	\$253,084	\$224,247	88.0
EC 80	land sq. ft.	\$7.22	43,560	\$314,503	\$273,382	0.88
ш	land sq. ft.	\$2.50	43,560	\$108,900	\$108,900	0.85
CC	land sq. ft.	\$7.00	43,560	\$304,920	\$304,920	88.0
Com C	land sq. ft.	<b>\$</b> 5.50	43,560	\$239,580	\$239,580	0.88
TC	land sq. ft.	<b>\$</b> 5.50	43,560	\$239,580	\$239,580	88.0
VC	land sq. ft.	<b>\$</b> 5.50	43,560	\$239,580	\$239,580	88.0
AHC :	land sq. ft.	\$7.00	43,560	\$304,920	\$304,920	0.85
>HC	land sq. ft.	\$7.00	43,560	\$304,920	\$304,920	0.85
	•		· · · · · · · · · · · · · · · · · · ·			

Notes:

2) EC land uses are adjusted for the following mix of office and industrial use as permitted in the Community Plan

EC Factor

80% Office/Commercial 20% Industrial

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<sup>1)</sup> Gross Acres means the acreage of a tentative or final map excluding all major roads, drainage canals, parks, schools or other public lands, but including the minor roads within a Community Plan land use parcel.

Figure 22C Valuation Summary Chart

		Fee Value Per Gross	Special North Natomas Fees &	Net Value Per	Total Net	Gross to	Total	₩
tuadrant	Land Use	Acre	Bonds Per Acre	Gross Acre	Acres	Het Acresge Factor	Gross	Total
					7443	FECOT	Acres	Value
1	Low Density Res.	\$145,300	\$81,171	\$65,129	117.80	0.82	143.66	\$9,356,33
1	Medium Density Res.	\$134,000	\$104,196	\$29,804	154.50	0.85		25,250,25
1	High Density Res.	\$127,500	\$122,198	\$5,402	62.50		181.76	\$5,417,31
•		0.2.,000	4100,100	40,700	محاد	0.87	71.84	\$388,07
	Emp. Center - 30	\$157.167	£02 020	***				
1		\$153,157	\$93,839	\$59,318	64.20	0.88	72.95	\$4,327,50
1	Emp. Center - 40	\$196,717	\$109,904	\$86,813	227.10	0.88	258.07	\$22,403,63
1	Emp. Center - 45	\$191,490	\$98,184	\$93,306	25.10	0.88	28.52	\$2,661,3
1	Emp. Center - 50	\$207,868	\$114,134	\$93,734	143.70	0.88	163.30	\$15,306,33
1	Emp. Center - 65	\$224,247	\$128,903	\$95,344	44.40	0.88	50.45	\$4,810,54
1	Emp. Center - 80.	\$273,382	\$135,649	\$137,733	25.00	0.88	28.41	\$3,912,88
							40.41	40,312,00
1	Light Industrial	\$108,900	\$74,681	\$34,219	108,30	0.85	127.41	\$4,359,90
1	Convenience Comm.	\$304,920	\$231,302	e77 c10	# co.			
•			-	\$73,618	8.60		9.77	\$719,4
1	Community Comm.	\$239,580	\$164,431	\$75,149	0.00	0.88	0.00	
1	Village Comm.	\$239,580	\$201,089	\$38,491	12.70	0.88	14.43	\$555,49
1	Transit Comm.	\$239,580	\$207,508	\$32,072	0.00	. 0.88	0.00	
1	Hwy Comm. <10	\$304,920	\$174,748	\$130,172	8,40	0.85	9.88	\$1,286,40
1	Hwy Comm, >10	\$304,920	\$156,508	\$148,412	17.20	0.85	20.24	\$3,003,10
	•		- · <del>-</del> - · <del>-</del>					A-10-41 1/
2	Low Density Res.	\$146,300	\$63,542	\$82,758	929.00	0.82	1,132,93	\$93,758,75
	Medium Density Res.	\$134,000	\$86,067	\$47,913	323.30	0.85	380.35	
	High Density Res.							\$18,223,8
4	ingli betally nes.	\$127,500	\$104,569	\$23,031	228.80	0.87	262,99	\$6,056,8
-	Emp Contra do	****						
2	Emp. Center - 30	\$153,157	\$76,210	\$76,947	11.40	0.88	12.95	\$996,8
_	Emp. Center - 40	\$196,717	\$92,275	\$104,442	56.10	0.88	63.75	\$6,658,10
2	Emp. Center - 45	\$191,490	\$80,555 ·	\$110,935	0.00	0.88	0.00	:
2	Emp. Center - 50	\$207,868	\$96,505	\$111,363	35.40	0,88	40.23	\$4,479,8
2	Emp. Center - 65	\$224,247	\$112,274	\$111,973	35.20	0.88	40.00	\$4,478,9
2	Emp. Center 80	\$273,382	\$118,020	\$155,362	8.40	88.0	9.55	\$1,483,0
2	Light Industrial	\$108,900	\$57,052	\$51,848	0.00	• 0.85	0.00	
	•							
2	Convenience Comm.	\$304,920	\$213,673	\$91,247	13.60	B8.D	15.45	\$1,410,18
	Community Comm.	\$239,580	\$146,802	<b>\$92,778</b>	37.60	0.88	42.73	\$3,964,1
2	Village Comm.	\$239,580	\$183,460	\$56,120	20.20	0.88	22.95	\$1,288,2
	Transit Comm.	\$239,580	\$189,879	\$49,701	31.10	88.0	35.34	\$1,756,4
	Hwy Comm. <10	\$304,920	\$256,119	\$48,801	0.00	0.85	0.00	3.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Hwy Comm. >10	\$304,920	\$123,879	\$181,041	0.00	0.85	0.00	
3,4	Low Density Res.	\$146,300	\$60,112	\$86,188	388,30	0.82	473.54	\$40,813,1
3,4	Medium Density Res.		\$82,155	•			325.18	
		\$134,000		\$\$1,845	276.40	0.85		\$16,858,7
3.4	High Density Res.	\$127,600	\$100,741	\$26,859	123.50	0.87	141.95	\$3,812,7
3.4	Emp. Center - 30	\$153,157	\$71,470	\$81,687	0.00	0.88	0.00	
3,4	Emp. Center - 40	\$196,717		\$146,182	113.00		128.41	\$18,771,0
3.4	Emp. Center - 45	\$191,490	\$75,815	\$115,675	0.00		0.00	4.0,17.10
3,4	Emp. Center - 50		\$91.765					\$23,669,1
		\$207,868		\$116,103	179.40		203.86	
3,4	Emp. Center - 65	\$224,247		\$117,713	18,40		20.91	\$2,461,2
3,4	Emp. Center - 80	\$273,382	\$113,280	\$160,102	0.00	0.88	0.00	
3,4	Light Industrial	\$108,900	\$58,006	\$50,894	43.60	0.85	51 <i>2</i> 9	\$2,610,5
3,4	Convenience Comm.	\$304,920	\$208,616	\$96,304	4.50	0.88	5.11	\$492,4
3.4	Community Comm.	\$239,580	•	•			26.70	\$2,612,6
-	_ · ·			\$97,835	23.50			
3,4	Village Comm.	\$239,580		\$61,177	16.20		18.41	\$1,126,2
3,4	Transit Comm.	\$239,580		\$\$4,758	0.00	_	0.00	
3,4	Hwy Comm. <10	\$304,920		\$54,174	0.00		0.00	
. 3,4	Hwy Comm. >10	\$304,920	\$133,506	\$171,414	12.90	0.85	15.18	\$2,801,4
1	Sports Complex	not inc	tuded in averaging		196.50	1,00	196,60	
ubtotel					4,145.90	ì	4,847.07	
OTAL (E	XCLUDING SPORTS	COMPLEX)			3,949.30	)	4,650.47	\$338,893,
IBLIC LA	ND ACQUISITION VALU	e				_	39-05	S72

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Estimated Gross Land Acquisition Fee - Updated October 9, 1995 North Natomas Financing Plan Flgure 22D

985 \$1 ned of this land			Estimated	Plus	Plus Land	Total Cost		Gross Lar	Gross Land Acquistion Fee (1	66 (1)	
and Acquisition \$41,891,885 \$1,047,300 \$2,094,599 \$45,033,884 \$9,291 \$1,047,300 \$2,094,599 \$45,033,884 \$9,291 \$1,047,300 \$2,094,599 \$45,033,884 \$1,047,300 \$2,094,599 \$45,033,884 \$1,047,300 \$2,094,599 \$45,033,884 \$1,047,300 \$2,094,599 \$45,033,884 \$1,047,891,985 \$1,047,300 \$2,094,599 \$45,033,884 \$1,047,891 \$1,663 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047,990 \$1,047		Activation Activation	Acd. Cost	Admln.	Value Cont'gy	Basis for Fee	Non-Res.		Residen	ıtlai	
and Acquisition         \$41,891,885         \$1,047,300         \$2,094,599         \$45,033,884         \$9,291         \$1,663         \$10,000         \$10,000         \$10,000         \$10,000         \$20,094,599         \$45,033,884         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000		Lalla Acquisition		2.5%	5.0%				d7	MD	Q.H
al Park Acquishton         To Be Determined         \$0         \$0         \$0         \$0         \$0         \$0           developable land uses will be subject to this land acquishton fee. Fee for ital is estimated at average per unit, but will be paid per acre.         \$45,033,884         \$9,281         \$1,663         \$674		Public Land Acquisition	\$41,891,985	\$1,047,300	\$2,094,599	\$45,033,884	per gross acre \$9,291	per gross acre \$9,291	\$1,663	per unit \$874	\$392
ai Park Acquishlon         To Be Determined         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0				•							
\$41,891,985 \$1,047,300 \$2,094,589 \$45,033,884 \$9,291 \$9,291 \$1,663 \$874  developable land uses will be subject to this land acquisition fee. Fee for its is estimated at average per unit, but will be paid per acre.	OF	Regional Park Acquistion	To Be Determined	0\$	0\$	\$	0\$	0\$	0\$	0\$	0\$
41,891,985 \$1,047,300 \$2,094,599 \$45,033,884 \$9,291 \$9,291 \$1,663 \$6/4.  developable land uses will be subject to this land acquisition fee. Fee for its is estimated at average per unit, but will be paid per acre.	RDII			1							
developable land uses will be subject to this land acquisition fee. Fee for its its estimated at average per unit, but will be paid per acre.	NAN	Totals	\$41,891,985		\$2,094,699	\$45,033,884	\$9,291	\$9,291	\$1,663	\$874	. \$382
	ICE NO.	(1) All developable land uses residential is estimated at ave	will be subject to this rage per unit, but will	land acquisition be paid per acc	on fee. Fee for						"land_value"

Shaumptlons:	Gross	Net
Datal Developable Agree	1.750.1	1,435.1
Single Falling Acres (Lott Dallan)	887.3	754.2
Migle Calling Acres (High Density)	476.8	414.B
	3,114.2	2,604.1
Non-Belidential	1,732.9	1,541.8
(commercial, office, & it. industrial) Total Developable Acres	4,847.1	4,145.9
Total Developable Units	9,775.	. 9,775
Short Family China (Madhum Density)	9,438	9,438
Maria Comity John (Mich Density)	11,307	11,307
Total Residential	30,618	30,618
	5.59	6.81
	10.03	12.61
Average MD Units / Acre	23.71	27.28

Prepared by Economic and Planning Systems, Inc.

Figure 23 North Natomas Financing Plan Distribution of A.D., \$1-03 NMLAP Retinbursensents

	Odobal Backed		Charles Diege	Tale	j				
1000   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100		Į.	Rahmb Control		AL Remaining Principal 5's	Credits	TOTAL		Assasami
100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100	9900		-4				CREDIT	APN	Number
1	900	\$147.1	9	\$147,118		•			
100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.000   100.	900	_	3	\$105.659				.000	_
10   10   10   10   10   10   10   10	986	·	•	\$ 105,894			_	900	_
1 - 1000 - 100	900		9	\$ 108,231				900	
1	USED		2	<b>%</b>				900	
1 - 100   10   10   10   10   10   10	•		<b>\$</b>	<b>-</b>					
10   10   10   10   10   10   10   10	USED	\$	<del>2</del>	o <del>≱</del>					-
10		<u>•</u>	<del>2</del>	\$					
10	TUBED	2	<b>9</b>	0#					·
10	USED	<u>.</u>	2	0					
10	•	100.070	3	\$88.979				,	_
10 - 046   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200   \$100,200	Tusep	2	•	0\$			_	. 007	
10   10   10   10   10   10   10   10	TUSED	- -	0	\$0					
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1,007.0   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.104   1,005.	200	\$68.447	2						_
1,054,264.2   1,054,264.2   1,054,264.2   1,054,264.2   1,054,10.4   1,054,264.2   1,054,10.4   1,054,264.2   1,054,10.4   1,054,264.2   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.4   1,054,10.	989	\$65.1PL	<u>.</u>	_	9,051,974.04 (c)		_	900.	
1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,266.7.2   1,056,256.8.2   1,056,266.7.2   1,056,256.8.2   1,056,266.7.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,256.8.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.2   1,056,056.9.				_	943,700,69	77 045 B1	_		
11/20   12   12   12   12   12   12   12			-		1.056.256.82	77.702.40		.89	0001
1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,000   1,00			-			77.000.00		.00	0000 1:
131,030.043   131,030.043   140,031.044   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   141,040   14				-	30 90 90 90		_	. 0310	2000
1997   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998   1998					CV:010'70r's	300,615.04		. 0160	00001:1
1,220,003								. 0150	0000
1.05ED					733,030.63	66,974,40	_	3	
1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0   1.0			•				_	3 5	
1.05ED					168,687.09	42,039.54	_		o constant
14   15   15   15   15   15   15   15				-	608,418.27	65,569.02	_		-800.90
1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00   1.202.00				_	96,836,23	B 647 68	_	200	00/021
1,722   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,025   1,02	•				141,229.00	45 000 61		2	1-0000
11   12   12   12   12   12   12   12								0 0 0 0	1-00/00
1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21   1,674.21								. 0150	00/013:(
1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2    1,674.2					A1 6 224 4A	***	_	0160	900
11,074.21   15,043   127,773.62   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074.21   11,074						50,210.s/	_	010	10/00
1,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,674.2    11,67					60 ctt bc.		_	20 20 20 20	00/044-1
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#### Exhibit F

#### **Protest Waiver Provisions Agreed to by LANDOWNER**

LANDOWNER understands and agrees that financing of the Infrastructure, public improvements and facilities (including the land covered by the NNLAP) and other programs required under the NNCP will be accomplished through a variety of financing mechanisms, including but not limited to a combination of special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts) and developer fees, all of which mechanisms are designed to spread the cost of those items in accordance with benefit and other methodologies. LANDOWNER further understands and agrees that an important component of this Agreement is LANDOWNER's advance consent to the formation of, 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 pursuant to the North Natomas Finance Plan. Nothing in this Agreement, however, shall prevent LANDOWNER from presenting CITY any information or opinions regarding any financing mechanism CITY may from time to time consider establishing or imposing, which information or opinions relate to the dollar amount of any fees, assessments, taxes or other charges imposed by CITY pursuant to the North Natomas Finance Plan, or which information or opinions relate to the question of consistency of the financing mechanism with the North Natomas Finance Plan. If a financing mechanism is proposed for adoption by CITY, which mechanism both: (i) directly and significantly conflicts with the language and the intent of the North Natomas Finance Plan, as amended; and (ii) directly and significantly conflicts with the North Natomas Nexus Study adopted by the City Council in connection with establishment of development fees for the North Natomas Finance Plan Area, LANDOWNER shall have the right to protest only the actual amount of the directly and significantly conflicting proposed fee, charge, special tax, or assessment proposed to be levied, charged, assessed or taxed against the Property by virtue of the proposed financing mechanism. Provided, however, that LANDOWNER's said right to protest, together with any right to object, shall be waived unless LANDOWNER's protest 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,

> ORDINANCE NO. 99-050 SEP 2 8 1999

**Exhibits** 

and waives any statutory or common law right to pay such fees, charges, assessment or special taxes under protest. For purposes of this Agreement, "fees, charges, assessments or special taxes" shall include any monetary exaction or payment required to be paid by LANDOWNER by virtue of or relating to development of the Property.

Without limiting the generality of the foregoing, LANDOWNER for itself, its constituents, successors and assignees specifically, as to the Property, agrees to the following which are adopted by the City Council pursuant to the North Natomas Finance Plan:

(1) Waives, and hereby grants advance consent to the formation and implementation of any and all special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts), fee districts or other financing mechanisms of a similar nature recommended or established by CITY for the purpose of financing Infrastructure, public improvements and facilities (including land transfers as set forth in the NNLAP).

Without limiting the generality of the foregoing, LANDOWNER specifically waives: (i) the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 of the Streets and Highways Code, beginning at Section 2800), together with associated provisions of the California Constitution; (ii) the provisions of any other statute designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism; and (iii) the provisions of any procedure embodied in the Sacramento City Code designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism.

- (2) Waives, and hereby grants advance consent to the formation and implementation of any and all special fees, exactions, development fees, assessments, taxes or other charges established by CITY for the purpose of financing Infrastructure, public improvements and facilities (including land transfers as set forth in the NNLAP). Without limiting the generality of the foregoing, LANDOWNER specifically waives: (i) to the extent applicable, those statutory and constitutional provisions specified in paragraph (1) above; and (ii) the provisions of Government Code Sections 66000, et seq., or any other provision of law providing a procedure for contest or protest of establishment or imposition of special fees, exactions, development fees, assessments, taxes or other charges of a similar nature.
- (3) Agrees to: (i) affirmatively petition CITY, where applicable, for the formation of all special districts and other financing mechanisms that have been or will be in the future selected or recommended by CITY in order to implement the North Natomas Finance Plan; (ii) execute an irrevocable proxy or proxies when necessary (such as in the formation of, or imposition of taxes relative to, a Mello-Roos Community Facilities District) authorizing a representative designated by CITY, who will vote in favor of establishing the specific financing mechanism in question; and (iii) execute immediately upon presentation

ORDINANCE NO. 99-050 SEP 2 8 1999

Exhibits

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 the Agreement, of which this Exhibit is a material part. LANDOWNER is aware that CITY is relying on the representations contained in this Exhibit in entering into the Agreement.

ORDINANCE NO. <u>99-05</u>0

# EXHIBIT G IRREVOCABLE OFFER OF DEDICATION FORM

**SEE ATTACHED** 

ORDINANCE NO. 99-050 SEP 2 8 1999 RECORDED FOR THE BENEFA OF THE CITY OF SACRAMENTO

WHEN RECORDED RETURN TO:

DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES 1231 "I" STREET, SUITE 200 SACRAMENTO, CA 95814

SAMPLE
ACCEPTANCE OF OFFER OF DEDICATION
IRREVOCABLE OFFER OF DEDICATION OF, INTERESTS IN REAL PROPERTY HAVING BEEN MADE BY, TO CITY OF SACRAMENTO AND RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, IN BOOK OF MAPS, AT PAGE (subdivision name)
THE UNDERSIGNED OFFICER HAVING BEEN AUTHORIZED TO ACCEPT DEDICATION PURSUANT TO THE AUTHORITY CONFERRED BY RESOLUTION NO. 84-537, ADOPTED ON JUNE 26, 1984 BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO:
NOW, THEREFORE, THE UNDERSIGNED OFFICER HEREBY ACCEPTS SAID OFFER OF DEDICATION IN FEE TITLE, REFERENCE TO SAID OFFER AND THE RECORD THEREOF BEING MADE FOR A DESCRIPTION OF THE PROPERTY.
DATED:
MICHAEL KASHIWAGI DIRECTOR OF PUBLIC WORKS, TECHNICAL SERVICES, CITY OF SACRAMENTO
STATE OF CALIFORNIA) SS
COUNTY OF)
ON THIS
WITNESS MY HAND AND OFFICIAL SEAL,
SIGNATURE: ORDINANCE NO. 99-050
SEP 2 8 1999

#### **EXHIBIT H**

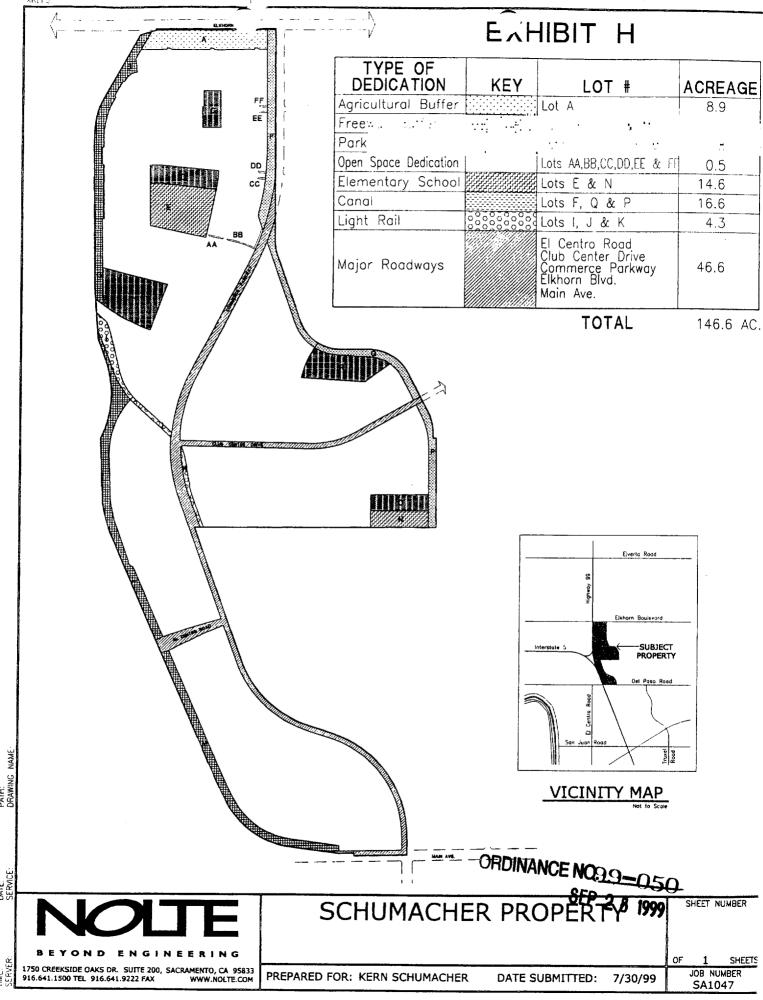
# MAP AND CATEGORICAL LISTING OF LAND AND INFRASTRUCTURE

**SEE ATTACHED** 

ORDINANCE NO. 99-050 SEP 2 8 1999

North Natomas Development Agreement nnda\_13.rev (rev. 15 Sep 99)

Exhibits



TIME

### Appendix - Exhibit B

**Shea Homes Commerce Station PUD Residential Development Standards and Design Guidelines** 

#### Exhibit 1C - Proposed PUD Schematic Plan Amendment

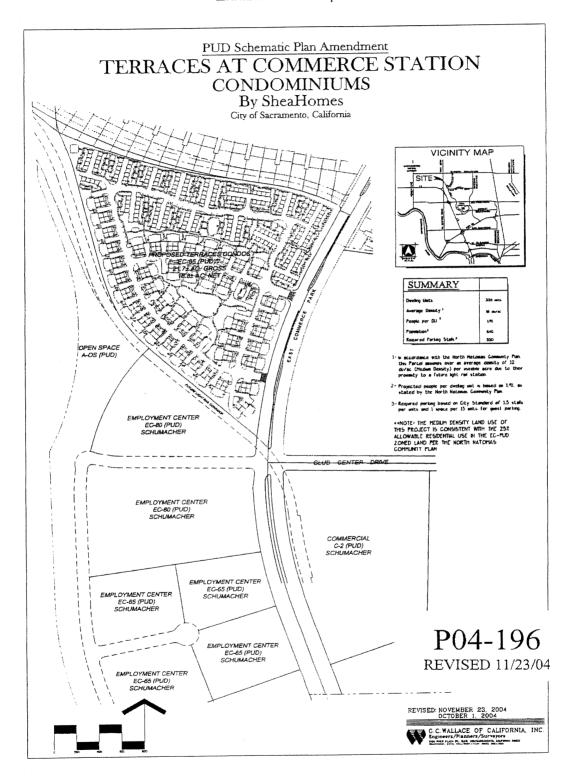


Exhibit 1D - Draft PUD Guidelines Amendment

#### DRAFT

P04-196 REVISED 11/23/04



### SECTION II. RESIDENTIAL USES (MEDIUM AND HIGH DENSITY)

#### A. Permitted Uses

The Employment Center designation allows up to 25% of the employment center acreage to be developed as multi-family product.

Multi-family permitted uses within the overall PUD may include townhouses, condominiums, garden apartments, conventional apartments, senior citizen housing, and all other uses permitted by City ordinances, resolutions and other documents. In addition, small retail commercial uses such as a coffee shops, newsstands and other local serving businesses are permitted on the ground floor of the multi-family uses as a convenience to the local residents.

#### **B.** Density

The mix of residential opportunities within the Commerce Station PUD area will meet the needs of a broad range of people on the socio-economic scale. Residential neighborhoods will be safe for residents, particularly for children; quiet and buffered from noise and other nuisance factors; convenient in terms of access to services, schools and shopping; pedestrian-friendly; protected from through vehicular traffic; and clearly defined with a central focus on neighborhood activity.

A specific number of units are assigned to each parcel. Medium density parcels range from 7-21 units per net acre, with a target density of 12 dwelling units per net acre. High-density parcels range from 11-29 units per net acre, with a target density of 22 dwelling units per net acre, and may exceed more than 29 units per acre near public transit. Projects of relatively small scale, up to 12 units, shall generally conform to the Single-Family Building Standards.

Multi-family parcels may be a maximum of 200 units and eight acres. If larger, the parcel must be divided by a public street or pedestrian access. Larger multi-family parcels shall avoid massive structures, using a scale compatible with neighboring parcels.

As detailed plans are prepared and PUD schematic plans are submitted, the actual number of units may vary from what is proposed by the Land Use Plan.

P04-196

**REVISED 11/23/04** 

#### C. Setbacks and Building Orientation

Medium and high-density buildings are encouraged to be oriented to the public street by providing windows, front doors and other entry features along the street. For security, landscaping or other suitable barriers shall be provided between sidewalk and entrances or windows

Units will have a minimum setback of 12'-6" from the street (from back of walk where there are no split sidewalks). In the case of split sidewalk, the minimum setback shall be 7'-6" from back of walk, to the extent consistent with the public utility easement.

Site design is expected to encourage orientation to the street and ease of access. Unobstructed walkways are encouraged to allow for ease of pedestrian movement between uses such as multi-family, neighborhood commercial and employment center. Side yard setbacks shall be 5'-0" for up to three stories in height. Rear yard setbacks shall be 15'-0".

#### D. Landscaping

#### 1) Street Trees

The Commerce Station area shall be defined by its comfortable, tree-lined streets. All streets bounded by multi-family housing within Commerce Station shall be lined with shade trees, planted in a linear pattern along the sidewalk, to provide a cool and comfortable environment for residents. Particularly in the current era of mass construction, the consistent use of shade trees, with species preselected for each street, will provide a cohesive appearance to the community while improving the aesthetic environment and air quality. The multi-family buildings will serve as a "backdrop" to the tree-lined streets.

With the intent to create this shade tree canopy over the sidewalk, the parcel builder shall provide and install, at minimum, 5-gallon size trees at an average spacing of 30' on center, as measured along the entire length of the street, according to the Street Tree List in Table VIII.3. Street trees shall be located 4'-0" in distance behind the back of the sidewalk.

Where there are split sidewalks (sidewalks not abutting the back of the curb), there shall be a continuous planter, 5'-0" in width, inside

dimension, on designated streets between the sidewalk and the curb, within which the street trees shall be planted.

If spacing is interrupted by street lights or driveways, trees shall be respaced to accommodate required clearances while keeping required quantity of trees on average. Under trees along split sidewalk and non-split sidewalk streets, install turf or low-growing groundcover. All planting shall conform to City standards for sight line requirements at intersections and driveways.

#### 2) On-Site Open Space Landscaping

The site plan for each multi-family parcel shall address landscaping for both active and passive open space uses. Open spaces possibly consisting of playgrounds, picnic areas, tot lots, pools, and/or recreation rooms are strongly encouraged.

#### 3) Other Multi-Family Parcel Landscaping

Landscaping is required in front and street side yard setback areas.

Planting next to the foundations of the buildings are encouraged, with plants selected with consideration for their mature size and height. Planting location, size and shape should be considered so as not to hide the front of the building and thereby decrease security.

Plants should be selected which are tolerant of Sacramento's climate. Low-maintenance plant materials are encouraged to reduce pruning, spraying and litter clean-up. Plants chosen should be pest and disease resistant.

#### 4) Landscaping as a Visual Screen

All open areas visible from a public area shall have ground cover and vertical landscape elements to screen yards, patios and decks. All privacy fences shall have a minimum 2'-0" deep consistent landscape strip in front to soften the fencing.

#### 5) Irrigation and Drainage

Sprinkler/irrigation systems are required. Systems should be automatic, controlled by a timer, and not subject to easy vandalism. Pop-up heads recessed into the round or drip systems are strongly

encouraged. Sprinkler systems should be designed so that they do not spray onto sidewalks (which interferes with pedestrians) or walls of buildings (which leads to staining). Sprinkler controls shall be screened from street view.

Grading of multi-family sites shall provide for storm drainage to either on-site systems, or to the street, if appropriate. Grading shall always be away from buildings. Downspouts should terminate in underground piping to the storm system or to splash blocks or swales. All roof drainage should terminate in established storm drainage systems.

#### E. Building Height

Multi-family buildings shall be limited to three (3) stories in height, with design elements such as chimneys, roof peaks and cupolas projecting up to ten (10) feet higher.

#### F. Building Design

Within the Commerce Station area overall, architectural diversity is important and is strongly encouraged. The use of different "styles" and materials is intended to add variety to the buildings. Streetfront elevations shall be varied in mass, depth, wall elements, entrance doors, window treatment and roof forms. To balance this diversity, the public design features (street landscaping, visible fencing, arcades, entries, esplanades, and public buildings) will be treated with an eye to unity and consistency.

It is anticipated that in general, each multi-family development within the Commerce Station area will have its own consistent architectural style, with some variation.

Large structures are to be avoided. Long, uninterrupted wall surfaces are strongly discouraged. Individual units should be suitably identified by staggered exterior walls, details or other mains.

Street elevations should be broken with reveals, recesses, trim elements and other architectural features to provide visual interest. Details that can add interest and texture include posts or columns, shutters, windows boxes, etc.

#### 1) Porches and Entries

Front porches and patios are encouraged on street front units to create a human-scale buffer between the sidewalk and the dwelling unit, and an area in which people can "see and be seen." The porch can be integrated with second floor elements to provide balconies and decks. Addresses should be aligned with entry doors and located for visibility from the street.

#### 2) Roofs

The pitch of a roof shall be at least five feet in twelve feet. Roofs with a pitch of less than five in twelve may be permitted if the roof is harmonious with the overall design of the proposed improvement and is aesthetically pleasing. Porches should be the same roof pitch as the rest of the unit; flat roofs are to be avoided.

#### 3) Projections and Bays

In order to encourage variety and scale, bays and projections will be permitted to project up to 3'-0" on the front of the building, and up to 2'-0" on the side and rear of the building.

#### 4) Gutters and Downspouts

Fascia gutters are appropriate for new construction. Downspouts should be located away from the building for the best drainage, in the least noticeable areas. They should be avoided on street fronts, if possible.

#### 5) Mechanical

All electric, gas, television, radio and telephone lines shall be placed underground. Large visible satellite dishes and telephone receiving equipment are not permitted or, if visible from streets or public areas, must be screened from view. Mechanical equipment will be installed consistent with the Comprehensive Flood Management Plan.

Utility meters must be visible for meter reading, but be either integrated into the design or be surrounded by suitable landscaping. Antennas for satellite TV should be located in areas not visible from adjoining properties, streets or public areas. Antennas mounted on towers must have City approval.

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#### 6) Recycling

Floor plans and internal and external features shall be designed to facilitate recycling, including provisions for recycling enclosures. Recycling and trash enclosures shall comply with the City Zoning Ordinance.

#### G. Building Materials and Colors

#### 1) Materials

Within each multi-family project, building materials can be consistent, with different colors and accents. Materials can include, but are not limited to, stucco, wood siding, stone, brick, cedar shingles or other natural materials. Horizontal siding is preferred over vertical siding. In general, high quality materials are encouraged, and pre-fabricated inexpensive materials are discouraged; exterior plywood, such as T-111, is prohibited.

Shutters, trim, canvas awnings and moldings on windows are encouraged. Larger trim, such as 1x4's and 1x6's, are preferable to thin 1x2's. Aluminum windows in stucco walls without trim or stucco molding are not permitted. Raw or clear anodized aluminum window frames are strongly discouraged. Operable windows shall have screens so that they can be used for ventilation. Entry doors must meet the City Security Code, requiring viewers for safety.

"Permanent" roof materials such as concrete and clay tile are encouraged because of their low maintenance and consistent appearance over time. Wood shake or shingle roofing is also acceptable. When composition shingles are used, they should be the heavy laminated dimensional type, and be of at least 25-year quality.

#### 2) Colors

There shall be color variation within each multi-family project, with a minimum of two colors plus a third color for accent or trim. For townhouses or detached units, color should vary for each side-by-side unit. For multi-family and stacked units, colors should vary within the building using bays, offsets and returns as break lines. A variety of wall textures are encouraged. Monotone wall surfaces without texture or color differentiation are discouraged.

#### 3) Building Corners

In order to avoid the appearance of a false appliqué, no material change is allowed at corners. Material changes must occur at reverse corners or must return on the sidewall to the privacy fence. In no case shall this return be less then 4'-0".

#### 4) Fencing

Fencing shall be constructed of wrought iron, concrete block or wood. Wrought iron, when used, shall be painted black or a compatible color with the building(s). Concrete block, when used, shall be split-faced and of a similar and compatible design to the conceptual community-wide walls or consistent with the building materials. Wood fencing shall be constructed of a minimum of 75 percent Western Red Cedar or Redwood. In general, chain link fencing is not permitted. All wooden fencing visible form public areas shall have a double rail and may be stained with a neutral semi-transparent stain compatible with the development.

#### 5) Gates

Wrought iron or quality wood gates may be provided to allow access from yards to public ways. Although the City recognized the need for security measures, it is not recommended that multi-family projects become walled-in enclaves with few connections to the surrounding neighborhood or streets. Security gating is not encouraged, although special considerations will be made dependent upon final design of the site.

#### 6) Accessories

Special attention should be paid to accessories on street frontages such as fencing, signage, mail slots, light fixtures, address numbers, hose bibs, railings, etc. Design of railings and steps should be compatible from unit to unit, with an overall consistency of theme and/or materials.

#### H. Parking, Storage and Trash Enclosures

In terms of design, to the greatest extent possible, buildings shall address the street frontage and parking shall be internalized within the site plan. Parking

directly against buildings is strongly discouraged. Landscaping or walkways should be provided between buildings and paved parking areas.

A minimum of 1.5 parking spaces is required for each dwelling unit, provided at curbside or in gathered parking areas within approximately 200 yards of the unit. Guest parking areas must also be provided at the rate of 1 space per 15 units, clearly marked.

Surface parking areas shall have landscaped islands and shade trees, in compliance with City of Sacramento standards, with a minimum of one tree per five parking stalls. Stalls shall be sized in accordance with City standards. Long runs of parking places should be discouraged, regardless of how they are covered; and flat aluminum carport structures are strongly discouraged. Carport roofs should reflect the design of the buildings, and materials and colors should be compatible.

Parking areas visible from the right-of-way shall be landscaped for visual screening. When visible from the right-of-way, parks and other public areas, storage for boats, recreational vehicles, and trailers, as well as storage sheds, shall be fully enclosed.

Resident storage areas should be integrated into the building design to avoid cluttered patios and porches. Storage facilities integral with carports require architectural treatment consistent with the buildings, using similar design elements.

Trash storage areas should not be visible from public streets or other public areas. Trash enclosures should be constructed of concrete block or other durable material; wood is prohibited. Trash enclosures shall meet City standards for design and compliance with the City's recycling ordinance.

#### I. Air Quality Mitigation and Transportation Systems Management Strategies

Please see Section IX.

At full build-out, the highest concentration of people in the Commerce Station area will be located in the multi-family areas. Residents of this areas will have easy and convenient access to transit, as well as shopping at future neighborhood and convenience commercial developments without needing to get in their cars for each trip.

Builders are encouraged to design multi-family parcels and units to provide for innovations of the future. With the increasing use of electric cars, builders are encouraged to make their parcels flexible to accommodate on-site recharging stations.

#### J. Toxic and Hazardous Material Handling

Multi-family projects applicants are encouraged to design facilities that maximize recycling opportunities.

#### K. Signage

Multi-family housing projects may have entry directories, directional signs, street identification, regulatory signs and building addressing. The design and color of the signage package shall be coordinated and subject to approval.

#### 1) Detached Monument Signs

- a) Function: to identify multi-family projects by name.
- b) Location: ground-mounted in appropriate landscape area. If sign is located in grass area, the base must have a concrete mowstrip, flush with grade. Large landscape elements such as trees should serve as backdrop to the sign and should not obstruct the view of the sign face. Signs shall satisfy City requirements for visibility.
- c) Quantity: two (2) sign per street frontage per parcel.
- d) Size: no larger than 32 square feet, with a maximum height of 8'-0", including base.
- e) Material: may be constructed of painted metal, porcelain enamel, Lexan or similar high density plastic, or other high quality material. Sign base shall be constructed of masonry, including brick or the split-face block found throughout the community.
- f) Copy: shall include only the project name, address and/or logo. Signs perpendicular to the street shall be doublefaced and have the same copy on both sides.
- g) Illumination: signs may be ground-lit or may have illuminated characters/designs.

#### 2) Attached Identifications Signs

a) Function: to identify building address(s).

- b) Location: bottom of sign may be no closer than 3'-0" from the ground. Sign may not be located closer than 1'-0" from the sides of the walls or roofline. No sign shall be higher than the roofline.
- c) Quantity: one (1) sign per street frontage per building.
- d) Size: Sign materials shall not exceed 5 square feet.
- e) Materials: signs shall be comprised of individual letters or logo sections, with no exposed mounting hardware. All type of graphics shall have a minimum thickness of 2" and be of a color that contrasts with the background. Suitable materials include acrylic, aluminum, brass and painted steel, painted metal, porcelain enamel, or a high-quality plastic. Wood and painted backgrounds are prohibited. Sign background must be the building surface finish.
- f) Copy: address only.
- g) Illumination: address numbers should be lighted and readable from the street.

#### L. Lighting

Every multi-family parcel shall have adequate lighting to provide for security and visibility. Site lighting should not be pervasive, or impact surrounding or neighboring properties. Decorative lighting along walkways and driveways is strongly encouraged.

#### Exhibit 1E - Tentative Subdivision Map

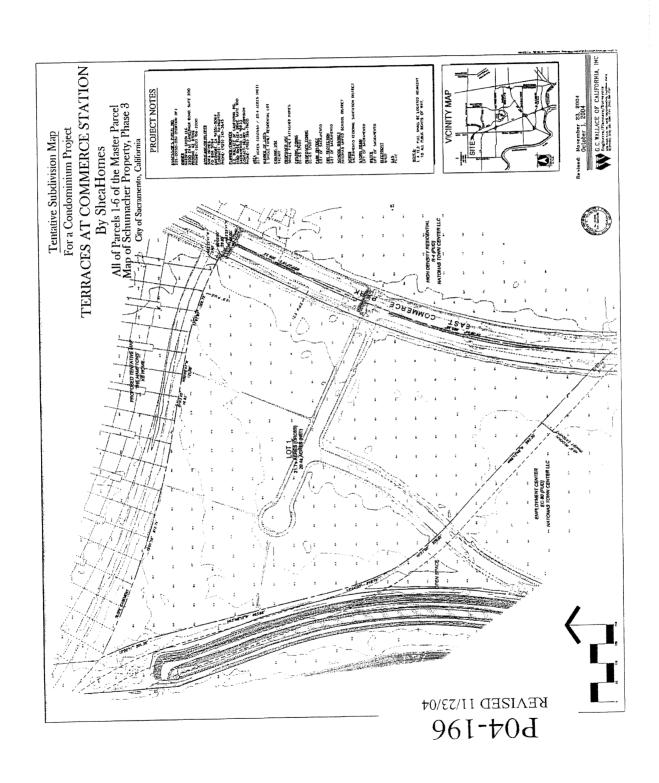


Exhibit 1F - Special Permit Site Plan

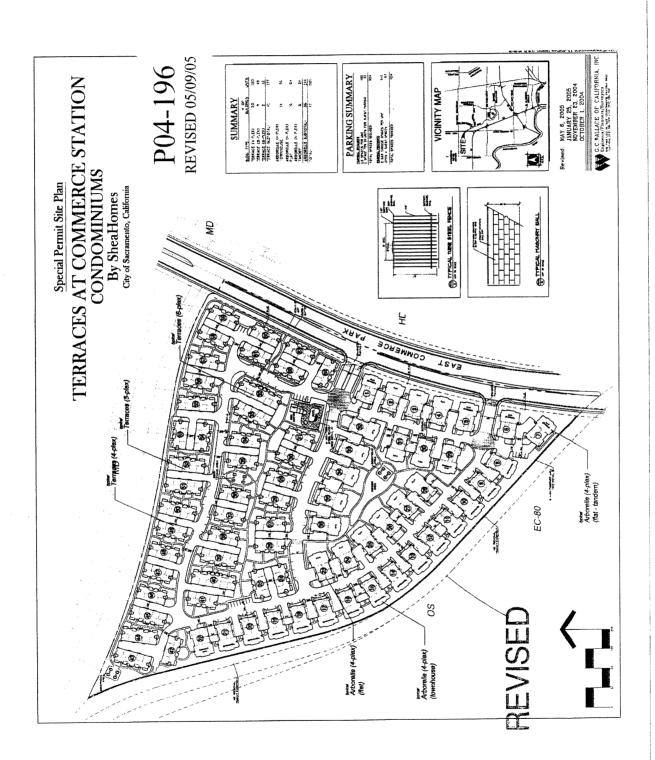


Exhibit 1G - Preliminary Landscape Plan

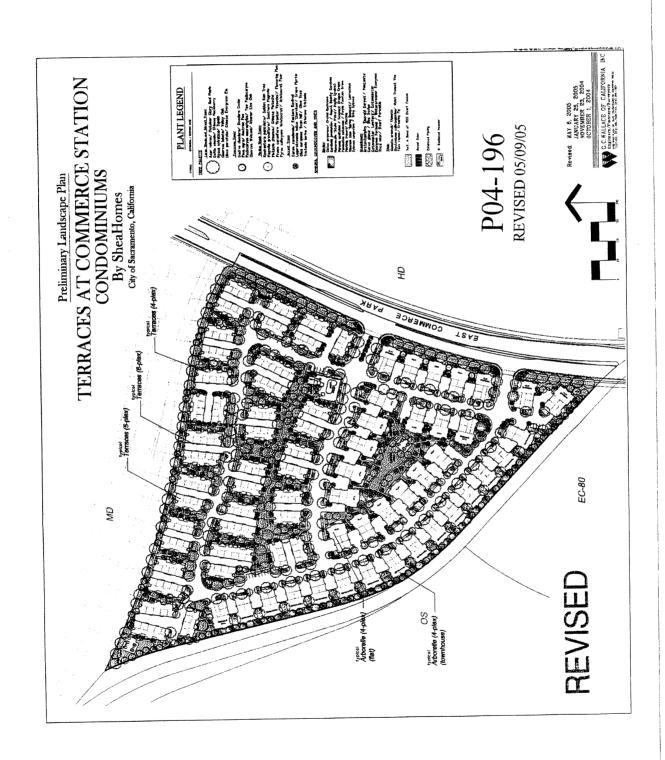
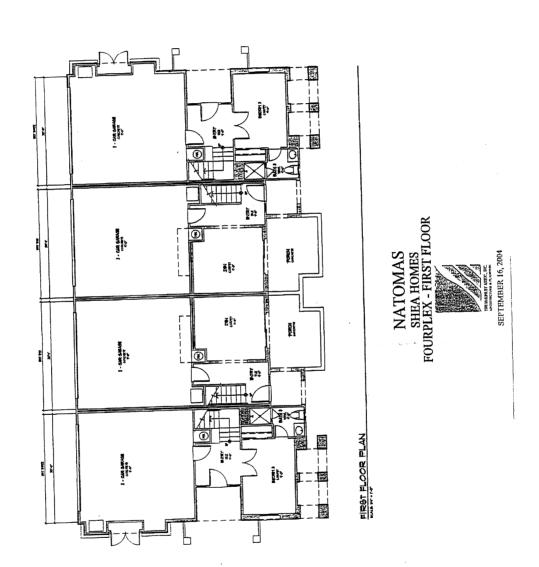
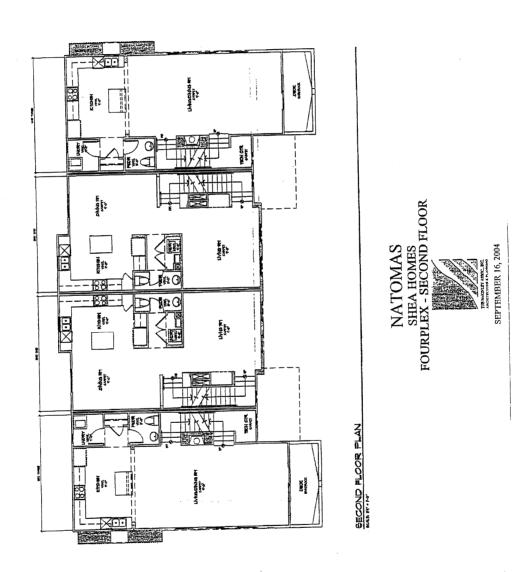


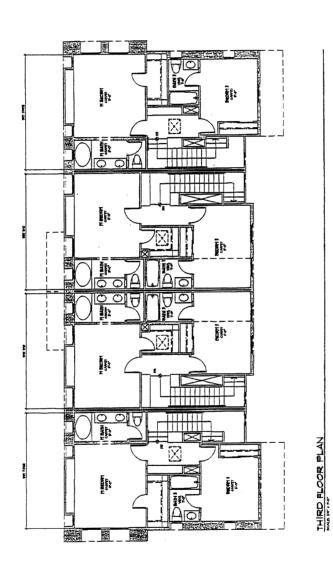
Exhibit 1H - Terraces - Fourplex - Floor Plans, Roof Plans, and Elevations



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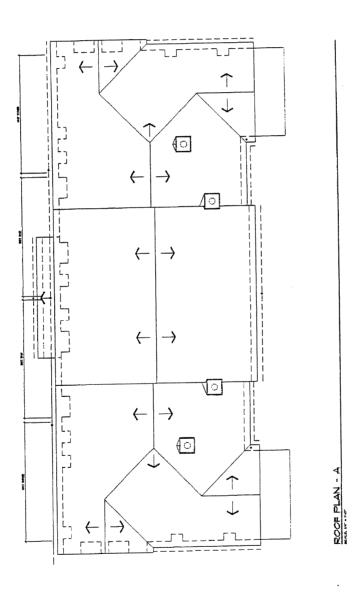


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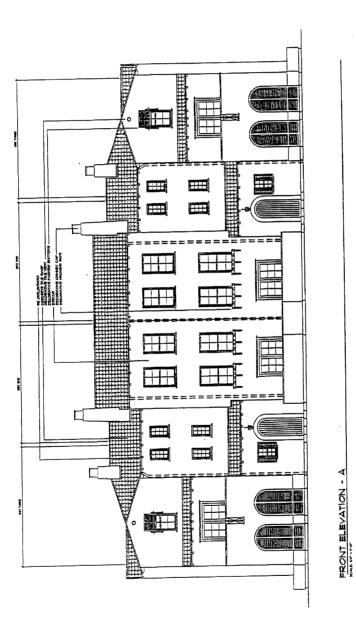
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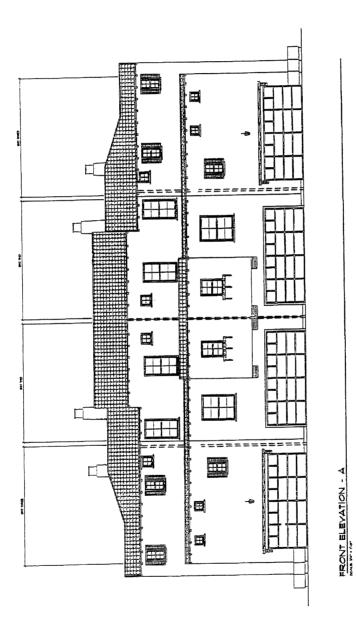


SEPTEMBER 16, 2004



TERRACES AT COMMERCE STATION SHEA HOMES FOURPLEX - SIDE ELEVATIONS A

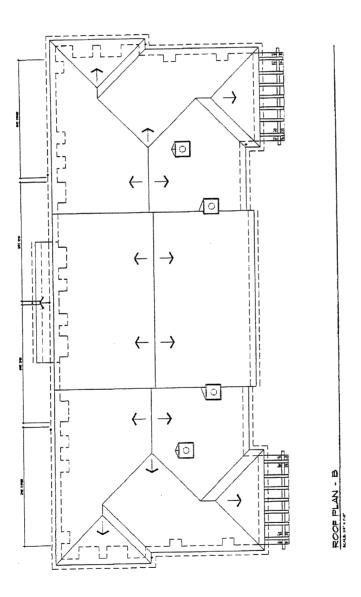
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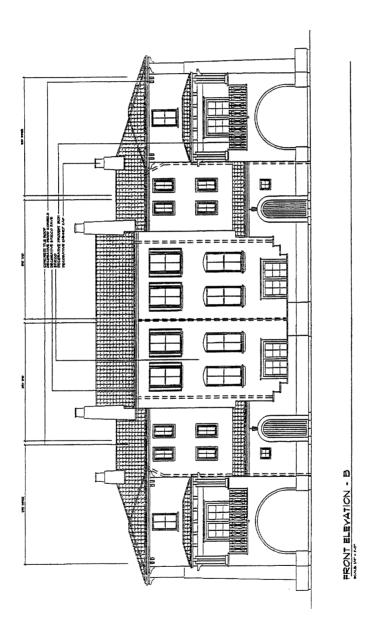


THE MAKENET AND STOCK, INC.
ACCOUNTESTING A PLANSOR SEPTEMBER 16, 2004

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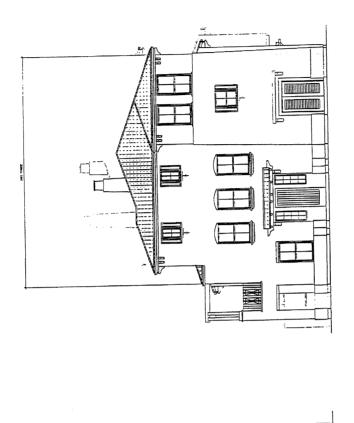






SEPTEMBER 16, 2004

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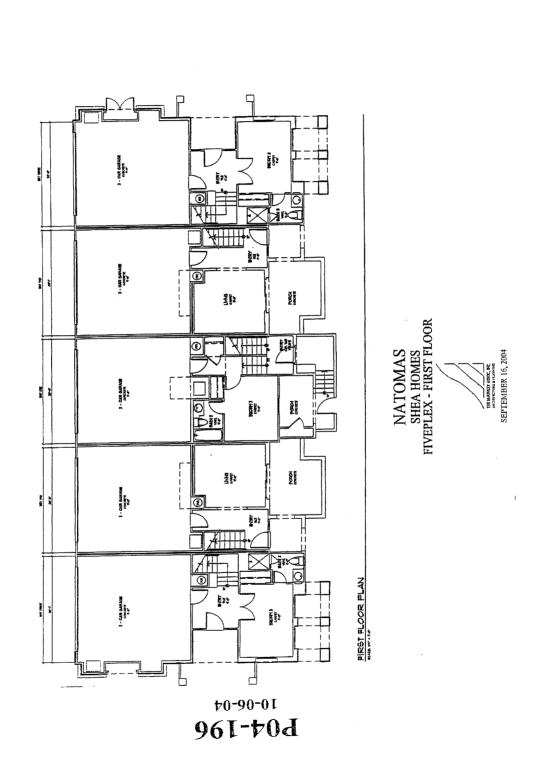


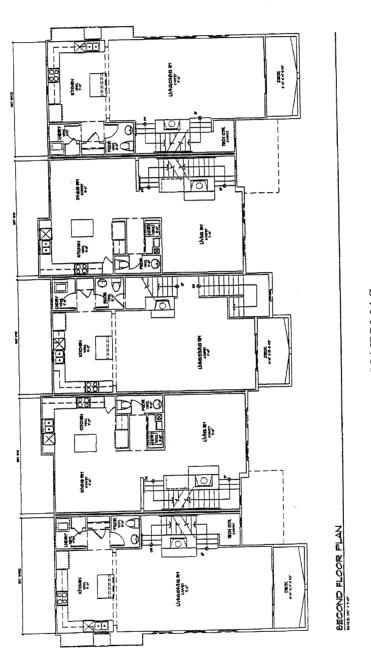
TERRACES AT COMMERCE STATION SHEA HOMES FOURPLEX - SIDE ELEVATIONS B

P04-196
REVISED 11/23/04

LEFT & RIGHT SIDE ELEVATION B

Exhibit 1I - Terraces - Fiveplex - Floor Plans, Roof Plans, and Elevations

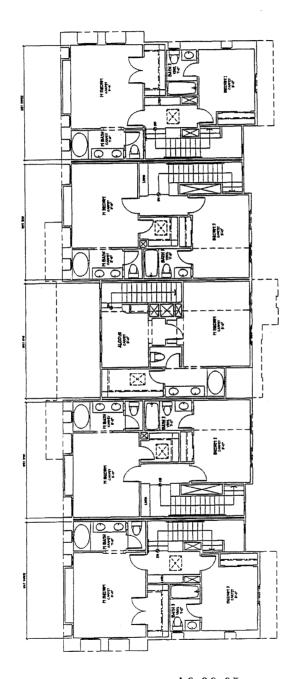




NATOMAS SHEA HOMES FIVE - SECOND FLOOR

MINISTAN ASSOC, NC. ANOUNTERING A PLANSON SEPTEMBER 16, 2004

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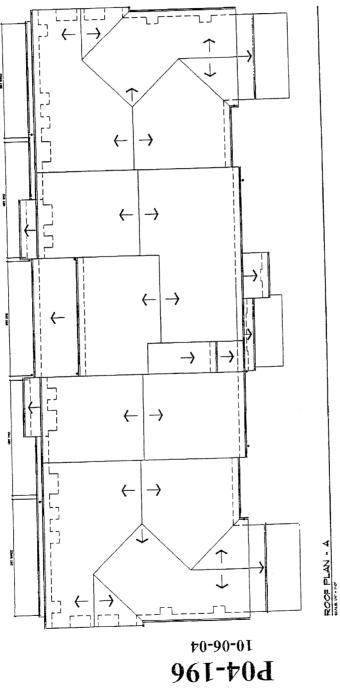




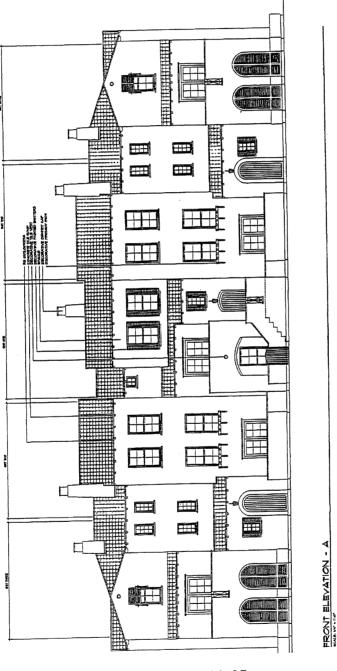
THIRD FLOOR PLAN

TREMEMENT ASSOCIATE
ANGULTETURE A EXPOSTE
SEPTEMBER 16, 2004

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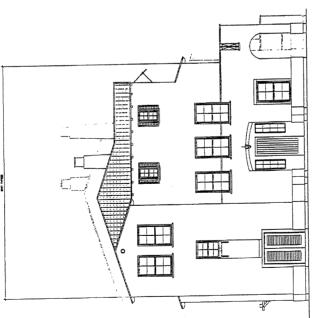




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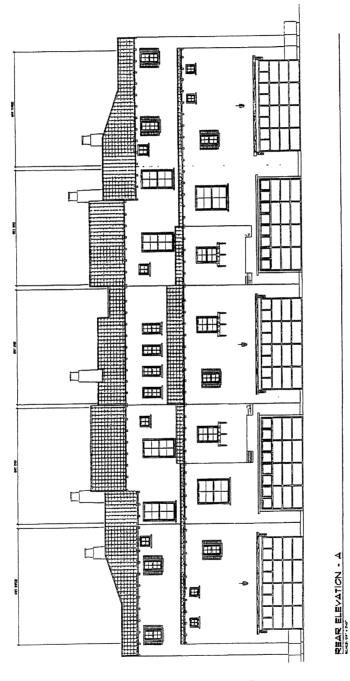


TERRACES AT COMMERCE STATION SHEA HOMES FIVEPLEX - SIDE ELEVATIONS A

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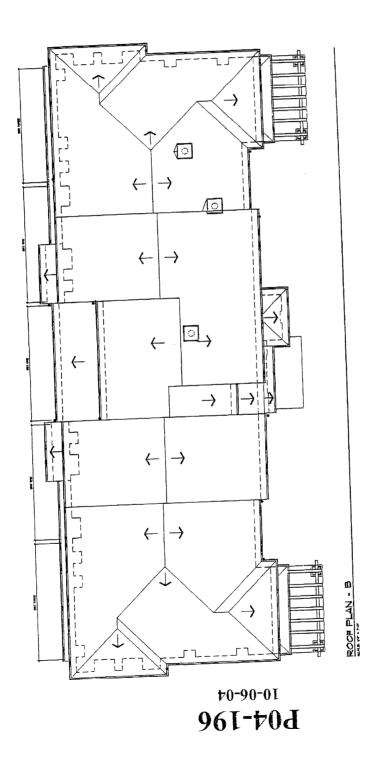
LEFT & RIGHT SIDE ELEVATION A



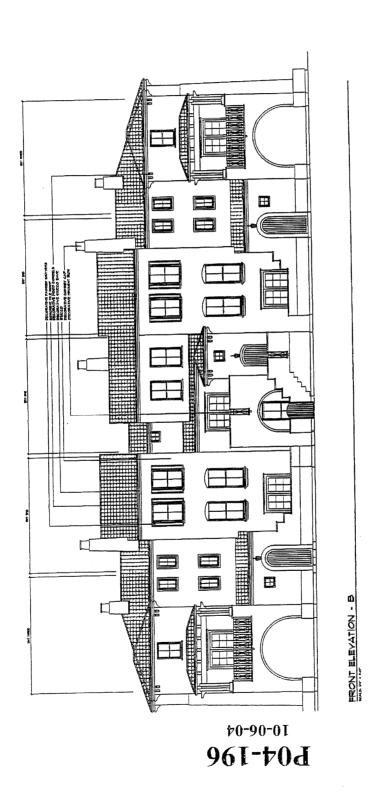


THE MEMBER ASSOC, PMC, ARCHITECTURE & PLANSMING. SEPTEMBER 16, 2004

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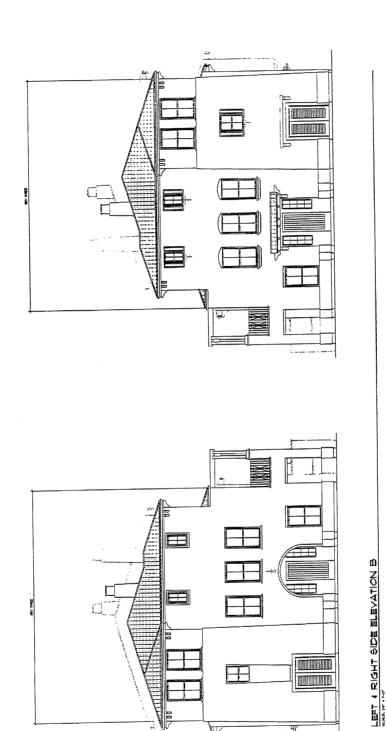






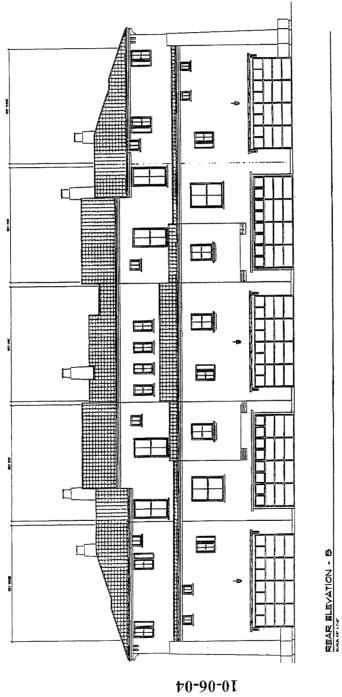
NATOMAS SHEA HOMES FIVEPLEX - FRONT ELEVATION B





TERRACES AT COMMERCE STATION SHEA HOMES FIVEPLEX - SIDE ELEVATIONS B

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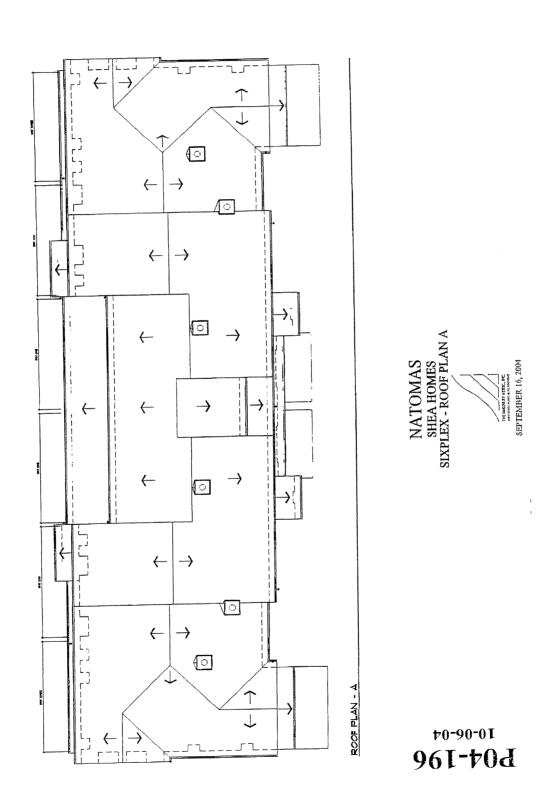


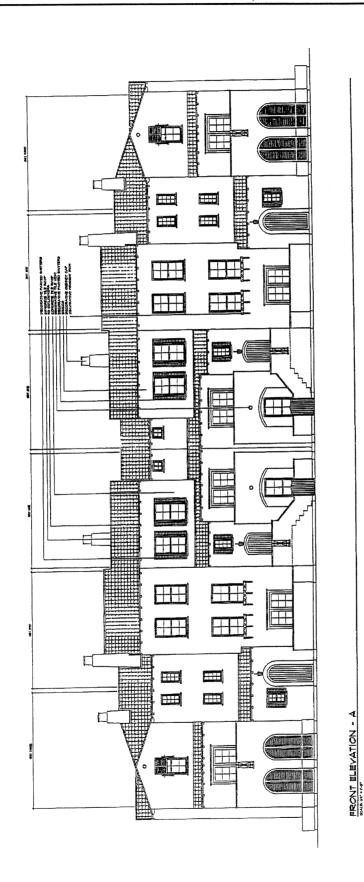


THE MARKET STOCK, PIC.
ARCHITECTURE & PLANMOND
SEPTEMBER 16, 2004

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Exhibit 1J - Terraces - Sixplex - Roof Plan and Elevations



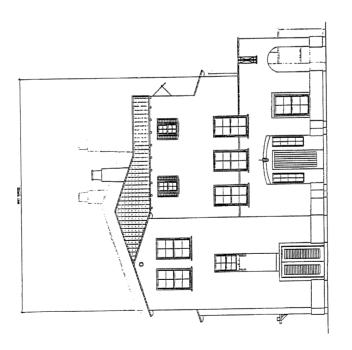




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TERRACES AT COMMERCE STATION SHEA HOMES SIXPLEX - SIDE ELEVATIONS A

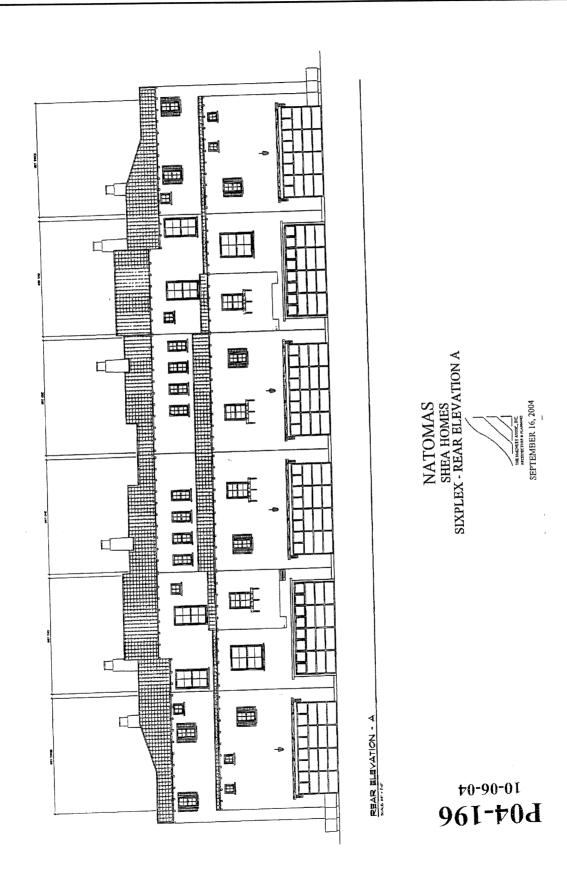
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LEFT 4 RIGHT SIDE ELEVATION A



TERRACES AT COMMERCE STATION SHEA HOMES SIXPLEX - SIDE ELEVATIONS B

P04-196
REVISED 11/23/04



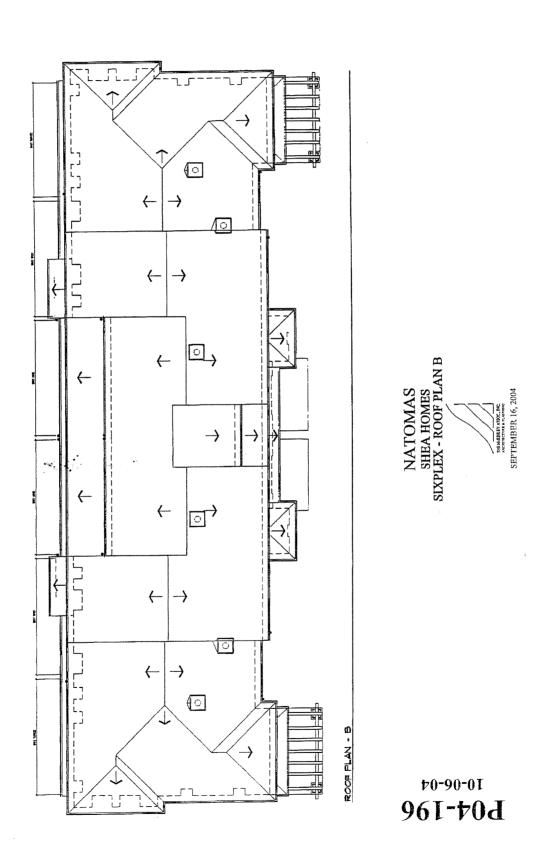
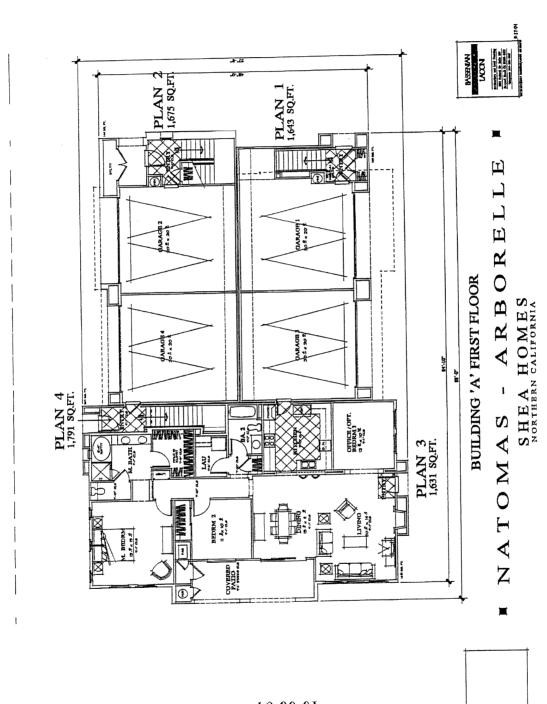
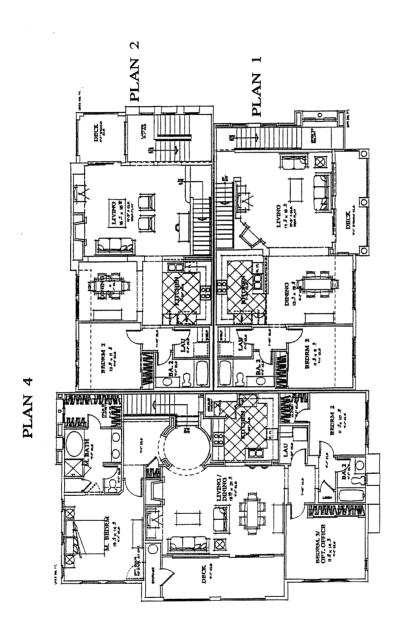
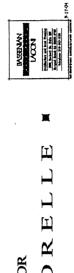


Exhibit 1K - Arborelle - Building A - Floor Plans and Elevations



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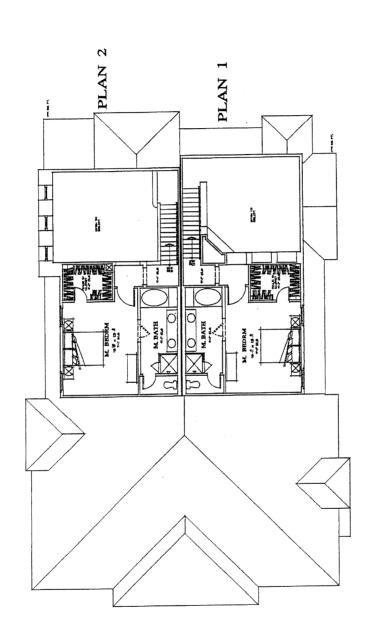


BUILDING'A' SECOND FLOOR

NATOMAS - ARBORELLE

SHEA HOMES

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BUILDING 'A' THIRD FLOOR

NATOMAS - ARBORELLE

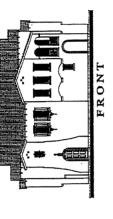
SHEA HOMES

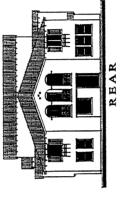
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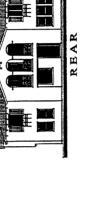
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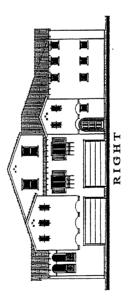






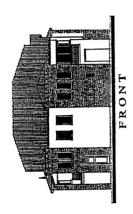




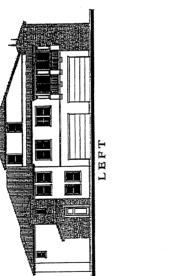


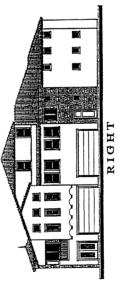
ARBORE BUILDING 'A' SPANISH ELEVATIONS NATOMAS

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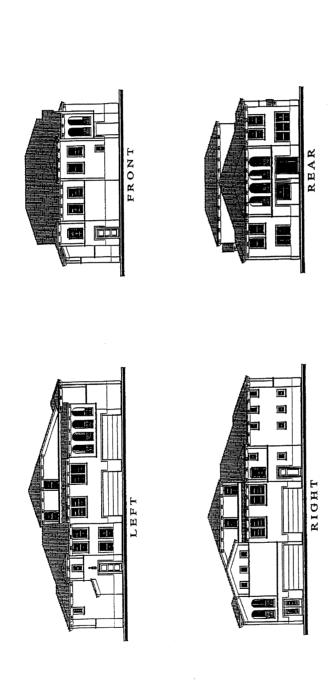


BUILDING 'A' TUSCAN ELEVATIONS

NATOMAS - ARBORELLE

SHEAHOMES

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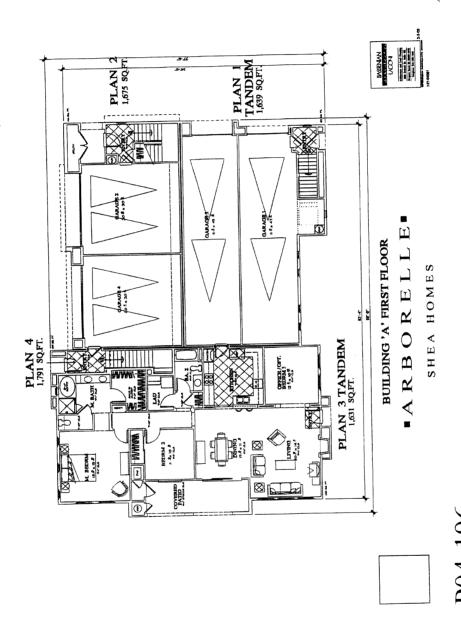


## BUILDING 'A' ITALIAN ELEVATIONS A R B O R E L L E

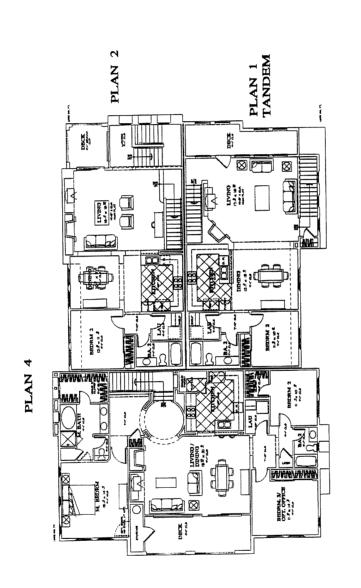
SHEA HOMES

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REVISED 11/23/04

Exhibit 1L – Arborelle – Building A - Floor Plans and Elevations (w/ Tandem Garage)



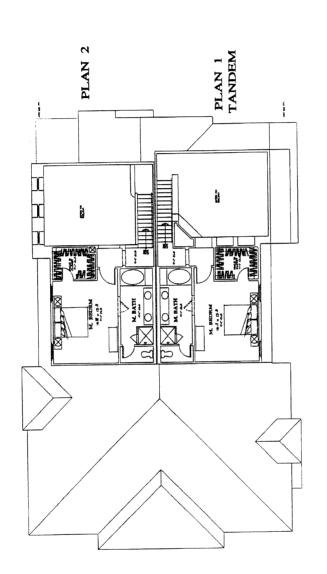
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SHEA HOMES

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BUILDING 'A' THIRD FLOOR

A R B O R E L L E

SHEA HOMES

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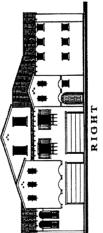




BUILDING 'A' SPANISH ELEVATIONS W/ TANDEM GARAGES

ARBORELL

SHEA HOMES



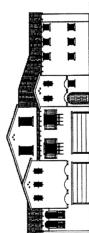
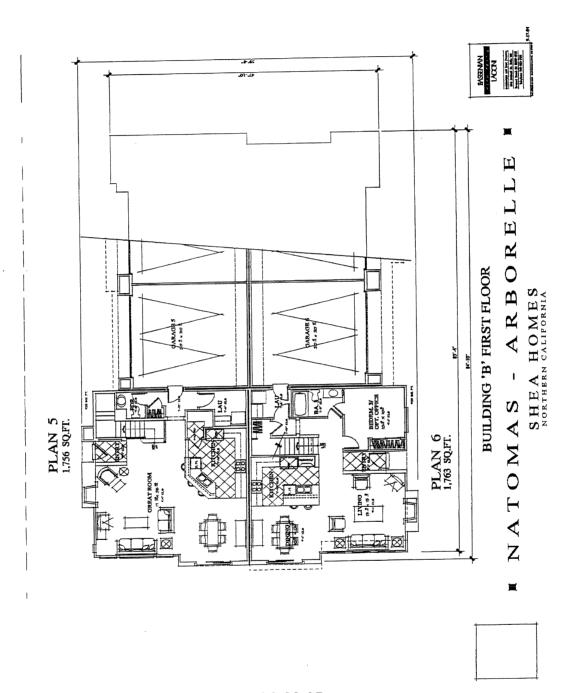
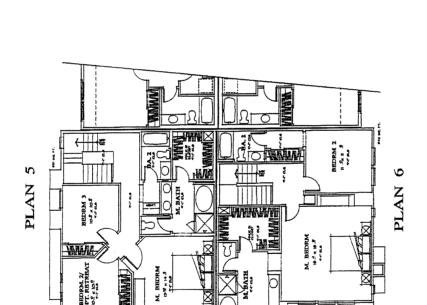




Exhibit 1M - Arborelle - Building B - Floor Plans and Elevations



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BUILDING 'B' SECOND FLOOR ARBO SHEA HOMES OMAS ₹ Z

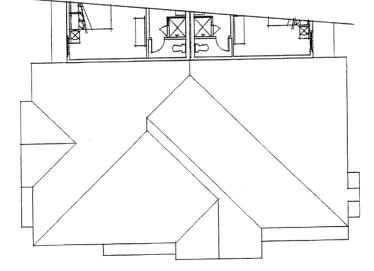
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# ARBOREL

BUILDING 'B' THIRD FLOOR SHEA HOMES NATOMAS





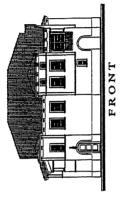
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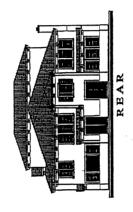


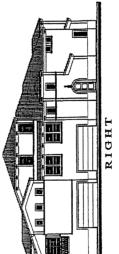


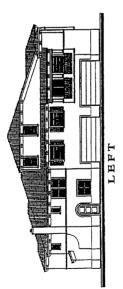
BUILDING 'B' ITALIAN ELEVATIONS \*ARBORELLE

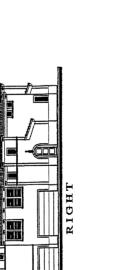
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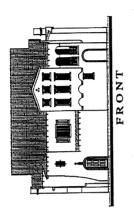




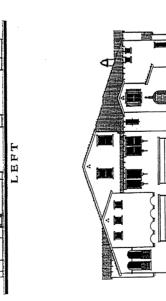




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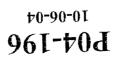


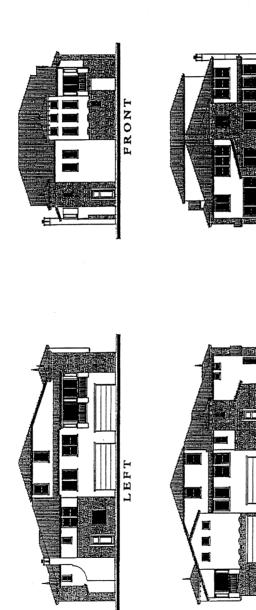


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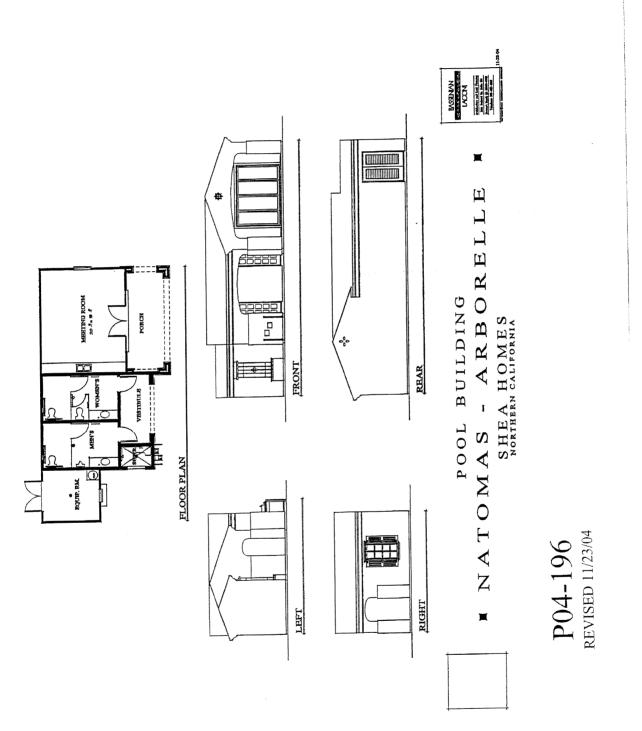
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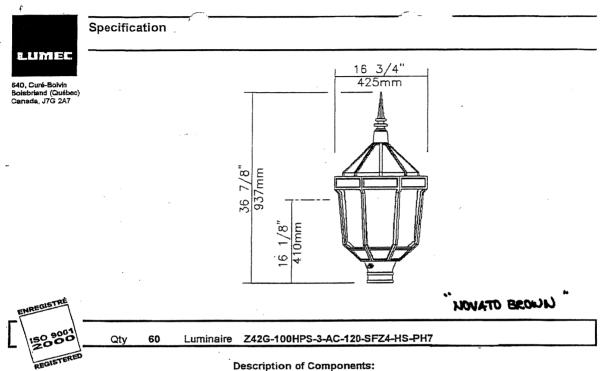
ARBORELLE BUILDING 'B' TUSCAN ELEVATIONS NATOMAS

SHEA HOMES

t0-90-01 961-t0d Exhibit 1N - Pool Building - Floor Plans and Elevations



# Exhibit 10 - Lighting Examples



Finial: Decorative cast 356 aluminum, mechanically assembled.

Hood: In an octogonal tapered shape, this hood is made of an one-piece cast 356 aluminum mechanically assembled to the

Guard: In a octogonal tapered shape, this guard is a two-pieces cast 356 aluminum mechanically assembled to the fitter.

Globe: (AC), Made of one-piece seamless injected-molded clear acrylic having a prismatic exterior surface. The globe is mechanically assembled on the access-mechanism.

Lamp: 100 watts high pressure sodium (not included), ED 23 1/2 bulb, mogul base.

Optical System: I.E.S type III (asymetrical). Optical system using the luminaire globe as refractor, complete with an (HS) house side shield.

Ballast: High power factor of 90%. Primary voltage 120 volts. Lamp starting capacity -40F(-40C) degrees. Assembled on a unitized removable tray with quick disconnect plug.

Access-Mechanism: Rotomatic, die-cast A380 aluminum quarter-turn mechanism with constant-pressure spring-loaded points. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing. A red key on the unit shall indicate point of engagement.

Fitter: (SFZ4), Cast 356 aluminum c/w 4 set screws 3/8-16 UNC. Slip-fits on a 4" (102mm) outside diameter x 4" (102mm) long tenon.

Luminaire Options: (PH7), Button-type photocell.

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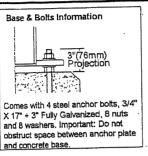
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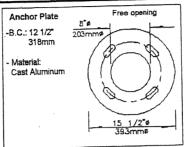
07-14-2004 Page 1/3



# Specification

640, Curé-Boivin Boisbriand (Québec) Canada, J7G 2A7







Qty 60 Pole R80A-15-TBC1

# Description of Components:

Pole Shaft: Shall be made from a 4" (102mm) 8 fluted round extruded 6061-T6 aiuminum tubing, having a 0.167" (4.2mm) wall thickness, welded to the pole base.

Joint Cover: One-piece round joint cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

Pole Base: Shall be made from a round fluted cast 356 aluminum base having a 0.375" (9.5mm) wall thickness, complete with a cast-in anchor plate.

Maintenance Opening: The pole shall have a 4" x 9" (102mm x 229mm) maintenance opening centered 21" (533mm) from the bottom of the anchor plate, complete with a weatherproof cast 356 aluminum cover and a factory assembled copper ground lug.

Base Cover: Two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

15'-0" (4,57m)

" NOVATO BROWN"

	Specification	
640, Curé-Bolvin Boisbriand (Québec) Canada, J7G 2A7		
	Miscellaneous	

# **Description of Components:**

Wiring: Gauge (#14) TEW wires, 6" (152mm) minimum exceeding from luminaire.

Hardware: All exposed screws will be in stainless steel. All seals and sealing devices are made and/or lined with EPDM and/or silicone.

Finish: Color to be "LONATO BROOD" \_\_\_\_\_, Application of a polyester powder coat paint. (4 mils/100 microns). The chemical composition provide a highly durable UV and salt spray resistant finish in accordance to the ASTM-B117-73 standard and humidity proof in accordance to the ASTM-D2247-68 standard.

"HONEYD" BROWN

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XTURE TYPE:\_\_\_

# HADCO TB361 BOLLARD SPECIFICATION SHEET



For a classic design with modern illumination, the TB361 Bollard provides a certain charm that is unmatched by more contemporary styles. The TB361 offers a wide selection of optic and lamping options available in durable black, white, green, verde or bronze finishes.

# SPECIFICATIONS

HOUSING: Housing constructed of cast aluminum with removable cast top for easy relamping.

## OPTICAL ASSEMBLY:

Acrylic opal, clear and refractive lenses are available as well as louvers.

# ELECTRICAL ASSEMBLY:

All electrical components are mounted on a modular ballast assembly which is installed into the bollard head using a keyslotted ballast bracket and quick disconnect wire connectors. All HID ballasts are regulated with power factors better than 90% (HPF). Ballasts shall provide ± 5% lamp power regulation with ±10% input voltage regulation. Medium base porcelain socket will include nickelplated screw shell center contact, 4kv pulse rated. HID ballast is core and coil HPF available in 120/208/240/277/347 volt. A 28 watt fluorescent ballast is core and coil 120 volt and socket is GX32d-3. A 32 watt and 42 watt fluorescent ballast

is electronic HPF in 120/208/240/ 277 volt and sockets are GX24q-3 and GX24q-4.

### WARNING:

Some local interpretations of the National Electrical Code, Section 210-6, only permit the use of 120 volt fixtures when they are mounted below 8 feet. Check with local authorities before specifying alternate voltages.

# MOUNTING ASSEMBLY:

Mounting plate is attached directly to four 1/2" dia. galvanized steel anchor rods. Bollard housing is mounted directly to the plate with (4) external screws. Contact factory for latest mounting template. Modular ballast assembly is installed into bollard head using a keyslotted ballast bracket and quick disconnect wire connectors.

FINISH: Thermoset polyester powdercoat, laboratory tested for superior weatherability and fade resistance in accordance with ASTM B-117-64 and ANSI/ASTM G53-77 specifications.

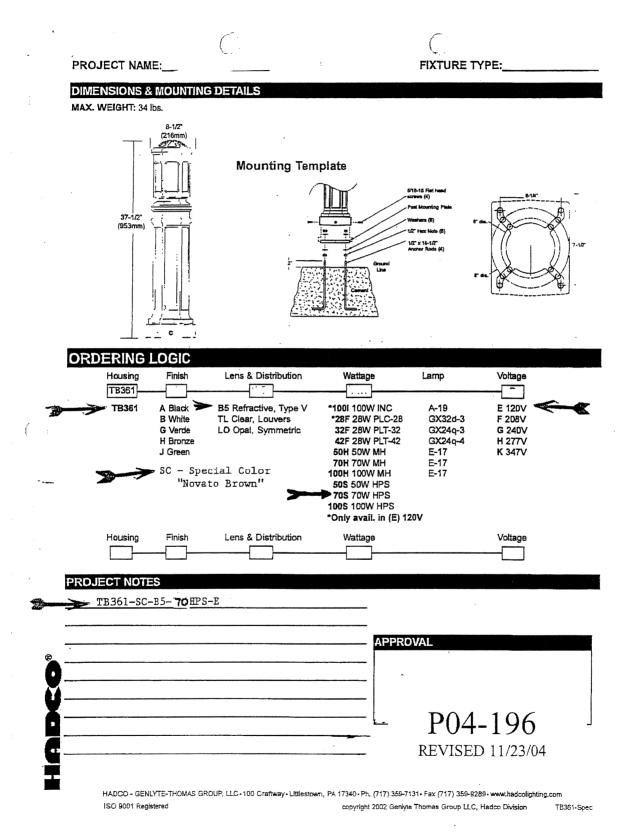
# WARRANTY:

Three year limited warranty.

CERTIFICATIONS: UL Listed for wet locations (120, 208, 240, 277). cUL Listed for wet locations (120, 277, and 347V only).

WEIGHT: 34 lbs.

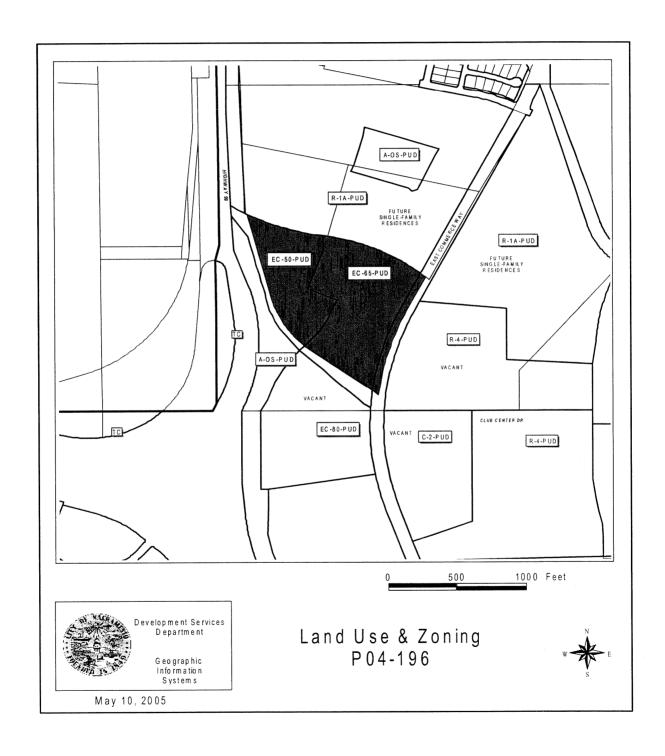
P04-196 REVISED 11/23/04



Attachment 3 - Vicinity Map



Attachment 4 - Land Use & Zoning Map



# Appendix - Exhibit C

Sacramento City Code Title 17 ZONING, Division V, Special Districts

Chapter 17.180
Planned Unit Developments (PUDS)
Regulations and Maps

# Chapter 17.180 PLANNED UNIT DEVELOPMENTS (PUDS) REGULATIONS AND MAPS

# 17.180.010 Purpose.

The purpose of this chapter is to provide for greater flexibility in the design of integrated developments than otherwise possible through strict application of zoning regulations. It is the intent of this chapter to encourage the design of well-planned facilities which offer a variety of housing or other land uses through creative and imaginative planning, among them the following types of developments:

- A. Residential. Residential subdivision developments which may include a variety of housing types and site plans, accessible open "green spaces," or common recreational areas, an attractive and well-oriented community meeting place or recreational facility, and other features of substantial benefit to a viable and balanced community.
- B. Residential-Business Development. Mixed residential-business developments combining among other things, apartments, convenience shopping facilities, motel-hotel combinations, offices, commercial recreation facilities, or other compatible uses grouped in a well-designed and coordinated site development.
- C. Industrial Development. Well-designed and controlled groupings of research, service, or light industrial uses within an area containing visual and operational amenities and features, such as selective occupancies, setbacks, landscaping, and bulk and building material controls. (Ord. 99-015 § 5-4-A)

# 17.180.020 General provisions.

- A. General Criteria. In administering the provisions of this chapter, the extent to which the proposed planned unit development (PUD) generally promotes the purpose of this chapter shall be taken into consideration. It is intended that this chapter be utilized for large acreage developments capable of achieving the distinct environmental characteristics intended by the PUD criteria set forth in this chapter.
  - 1. It is not intended to encourage or permit a property owner to increase the development potential of his or her property merely by increasing the density of his or her project, contrary to the regulations imposed by the zoning applicable to the property.
  - 2. It is not intended that this chapter shall be used solely to create a development potential for small or difficult parcels of property created or remaining as a result of subdividing, freeway construction, or other contributing factors.
  - 3. It is not intended to allow the provisions of this chapter to be used to create incompatible uses within a general neighborhood, notwithstanding the quality of the particular planned unit development proposed.

- B. Issuance of Building Permits. No building permit shall be issued for any building or structure within the boundaries of a PUD until the plans submitted for the building permit have been reviewed by the planning director to determine that the plans conform to the schematic plan and development guidelines adopted for the PUD and the planning director plan review approved for the project. No building or structure within a PUD may be occupied until an inspection of the project has been made by the planning director to see that all conditions of the plan review have been complied with.
- C. Authority to Adopt Rules. Without limiting in any way the general and implied authority of the planning commission to adopt rules and statements of policy and guidance for the administration of other provisions of this title, the planning commission may by resolution adopt such rules and regulations not inconsistent with the provisions of this section as it deems necessary or desirable to carry out the intent of this chapter. (Ord. 2005-051 § 3: Ord. 99-015 § 5-4-B)

# 17.180.030 Planning director plan review required for development within a PUD.

To ensure consistency with the adopted schematic plan and development guidelines for a PUD, a development project within a PUD shall be subject to a planning director's plan review under Chapter 17.220, unless the proposed project otherwise requires a special permit. (Ord. 2005-051 § 4: Ord. 99-015 § 5-4-C)

# 17.180.040 PUD designation.

The PUD designation appearing on the official zoning map indicates that the property so classified is subject to the requirements and restrictions set forth in this chapter in addition to the indicated land use zone (underlying zone).

- A. Criteria. The PUD designation may be applied to all areas of the city for which the council determines that the purpose and general criteria of this chapter are met or that, due to the mixture of conditions or the relation of the property to adjacent land uses and its community, development in accordance with the requirements and restrictions of this chapter is necessary in order to properly evaluate the interrelationships of land uses, buildings, structures, and other features of the area and to provide design and other controls as may be necessary to insure that the development of the area will be consistent with the general plan and all applicable specific plans, will not be injurious to the public welfare, nor to other property in the vicinity of the development and will be in harmony with the general purposes and intent of this title.
- B. Application—Procedure—Notice—Fees. Planned unit development (PUD) designation shall be adopted or removed in accordance with the provisions pertaining to rezoning set forth in Chapter 17.208 of this title. An application for a PUD designation shall be subject to a filing and investigation fee as established in the fee and charge report.
- C. Areas in Single Ownership. The planning commission, the city council, or the property owners may initiate the PUD designation of any single parcel of property or to any contiguous parcels of property which are owned by the same person or persons.
- D. Property in Multiple Ownership. The PUD designation of property that is not all in the same ownership may only be initiated by a petition submitted on behalf of the owners of all of the property within the area.

E. Effect of PUD Designation. A PUD designation constitutes an overlay zone. However, approval of a PUD designation does not establish an underlying zone or enlarge the uses provided by a zoning classification. (Ord. 2005-051 § 5: Ord. 99-015 § 5-4-D)

# 17.180.050 PUD schematic plan and development guidelines.

No development within a PUD shall be approved until the city council has approved, by resolution, a schematic plan and development guidelines for the entire area.

- A. Contents of the Schematic Plan and Development Guidelines.
  - 1. The schematic plan and development guidelines shall contain the development standards applicable to development within the PUD and shall include specific details, elements, conditions and restrictions as the council may deem warranted to carry out the purpose of this chapter, including conditions and restrictions related to size, timing and sequence of development.
  - 2. In approving a schematic plan and development guidelines for a PUD, the city council may modify zoning regulations relating to height, setback and area requirements, and other provisions of this title otherwise applicable to the property; provided that the following standards shall be applied:
    - a. Design Standards. The schematic plan and development guidelines provide overall standards of open space, circulation, off-street parking and other conditions in such a way as to form a harmonious, integrated project of such quality to justify exceptions to the normal regulations of this title.
    - b. Sign Program. In order to preserve the design and character of the PUD, the schematic plan and development guidelines adopted for the PUD may specify a sign program that allows for signage that otherwise would be prohibited under Chapter 15.148 of this code (Signs) or that prohibits signage that otherwise would be allowed under this title.
    - c. Density Standards. The density standards of the zone in which the property is located shall apply to residential uses except that the schematic plan and development guidelines may authorize a greater density if the proposed design will result in a development project that provides greater open spaces and other desirable features not a regular requirement of the zone.
    - d. Uses. Except as provided in this subsection, property within a PUD may be used only for the uses that are permitted in the underlying zone in which it is located and that are authorized by the schematic plan and development guidelines adopted for the property.
      - i. Accessory Uses. Accessory uses as defined in this paragraph that are primarily for the convenience of the occupants of the development and that either have their principal access located within the building or which are oriented internal to the overall development, may be allowed as part of a planned unit development, provided that such uses are authorized by the development guidelines adopted for the property; and provided further that the square footage devoted to such accessory uses may not exceed ten (10) percent of the total square footage of the planned unit development. For purposes of this provision, accessory uses are the uses allowed in the limited commercial (C-1) zone under this title.

- ii. Child Care Centers. Child care centers to serve primarily the occupants of a planned unit development are a permitted accessory use, subject to a special permit, provided that such use is authorized by the development guidelines adopted for the property. In office or business park PUDs for which maximum building square footage limits have been established, the square footage of the building devoted to a child care center shall not be included when calculating the building square footage for the PUD.
- iii. OB-PUD Support Commercial Uses. Support commercial uses as defined in this paragraph may be allowed, subject to a special permit, as part of an office building (OB) planned unit development, provided that such uses are authorized by the development guidelines adopted for the property; and provided further that not more than twenty (20) percent of the total square footage of the planned unit development may be devoted to such uses. For purposes of this provision, support commercial uses are the following: hotels, motels, print shops, and the uses allowed in the limited commercial (C-1) zone under this title, provided that drive-through or drive-up windows or facilities shall not be allowed.
- B. Notice and Hearing for Adoption of Schematic Plan and/or Development Guidelines. The planning commission and city council shall each hold a hearing on the adoption of a schematic plan and/or guidelines. The procedural requirements for a schematic plan and/or guidelines adoption hearing shall be governed by the provisions of Chapter 17.200 of this title to the extent that the provisions of Chapter 17.200 of this title do not conflict with this section, and notice of the hearing shall be provided in the same manner and to the same extent as required for rezoning of property pursuant to Chapter 17.208 of this title.
- C. Fees for Adoption of Schematic Plan. A schematic plan and/or guidelines for a PUD shall be filed with the planning commission and shall be subject to a filing and investigation fee as established in the fee and charge report.
- D. Amendment of a PUD Schematic Plan and/or Guidelines. An amendment to the PUD schematic plan and/or guidelines may be initiated by the city council, the planning commission, or by the owner of any parcel of property within the planned unit development. An application for such amendment to the PUD schematic plan and/or guidelines shall be filed with the planning commission and shall be subject to a filing and investigation fee as established in the fee and charge report.
  - 1. Determination by Planning Commission.
    - a. The planning commission may grant the amendment of a PUD schematic plan and/or guidelines provided that the proposed amendments to the PUD schematic plan and/or guidelines do not change the intensity of land uses by more than ten (10) percent.
    - b. The procedural requirements for the hearing and appeal of a PUD schematic plan amendment and/or development guidelines amendment under this subsection 17.180.050(D)(1) shall be governed by the provisions of Chapter 17.200 of this title as they apply to the city planning commission to the extent that Chapter 17.200 provisions do not conflict with this chapter, and notice of the hearing shall be provided in the same manner and to the same extent as required for rezoning of property pursuant to Chapter 17.208 of this title. An amendment to a schematic plan and/or guidelines under this subsection (D)(1) of this section shall be subject to city council call-up review under Section 17.200.040.

# Sacramento City Code, Title 17 ZONING, Division V, Special Districts

2. Determination by the City Council. If the conditions in subsection (D)(1)(a) of this section are not met, the planning commission and the city council shall hold a hearing on the amendment to the PUD schematic plan and/or guidelines. The procedural requirements for a schematic plan amendment or PUD guidelines amendment hearing shall be governed by the provisions of Chapter 17.200 of this title to the extent that Chapter 17.200 provisions do not conflict with this chapter, and notice of the hearing shall be provided in the same manner and to the same extent as required for rezoning of property pursuant to Chapter 17.208 of this title. If the PUD schematic plan or PUD guidelines amendment is approved or conditionally approved by the planning commission, the planning director shall immediately make a written report of such approval to the city council. (Ord. 2005-051 § 6: Ord. 99-015 § 5-4-E)

# 17.180.060 Preliminary review.

Prior to submission of an application for a PUD designation, adoption of a schematic plan and/or guidelines, or other entitlement for development within a PUD, preliminary plans shall be submitted to the planning director for preliminary review. The required preliminary review may be waived by the planning director at his or her discretion. The contents and process for preliminary review are set forth in Section 17.196.050 of this title. (Ord. 2005-051 § 7; Ord. 2003-018 § 3; Ord. 99-015 § 5-4-F)

# 17.180.070 Map of designated PUD's.

The maps attached to the ordinance codified in this chapter are on file in the planning division and delineate the designated PUD's in the city. (Ord. 99-015 § 5-4-G)