AGENDA

CITY OF RANCHO CORDOVA
CITY COUNCIL

Monday, April 4, 2005

5:30 p.m. – Regular Meeting

Council Chambers
3121 Gold Canal Drive, Rancho Cordova, California

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

Ken Cooley, Mayor

Robert J. McGarvey, Vice Mayor

Linda Budge, Council Member

David M. Sander, Council Member

Dan Skoglund, Council Member

MAKING YOUR POINT – MAKING IT COUNT

Government decision-making takes time—time for public input, time for analysis, and time for weighing both sides of the issue before making an informed decision.

People sometimes complain that the process takes too long, delay progress, costs extra money and is frustrating for discussion participants. Others say that the process doesn't give people enough time to comment and that decisions are made too quickly without enough consideration for all sides of the issue.

The foundation for democracy in America is our constitutional right to tell our elected leaders what we think about issues that affect us. This right is enjoyed by all citizens, regardless of education, background, or experience. Rancho Cordova leaders welcome you to public meetings and encourage you to participate in discussions that affect you.

The way you present your message at the podium can help or hurt your ability to persuade your audience. It can either facilitate or obstruct the public participation process. Whether you are an experienced public speaker or speaking at the podium for the first time, it may be helpful to remember these public meeting tips:

- Identify your main points. Writing them down will help you organize your thoughts and remember them when you're at the podium.
- Check your facts. Accuracy improves your credibility and helps you make a positive impression.
- Handouts summarizing your position may be distributed to policy makers and staff before or after your presentation. Busy leaders appreciate clear, concise information (one or two pages) that helps them identify your key points and remember your presentation.
- Don't be nervous. If you are, don't apologize for it. Public Officials see many citizens who are nervous when speaking in front of an audience. It may help to take a deep breath and exhale slowly just before you approach the podium.
- As you begin to speak, state your name and address clearly for the record. If you represent a group or organization, please state that information as well.
- Make your position known at the beginning, then present supporting information. You will sound organized, which helps people to understand your position.
- Keep your presentation short and simple. Attention spans are brief and people will remember a short presentation better than they will one that rambles and includes too much information.
- Don't repeat yourself. It uses valuable time and people tune out when they hear the same thing over and over. If a previous speaker has already made the point you planned to make, simply refer to that speaker and emphasize your support for that position.
- Be cautious about using humor which is very subjective. While some may laugh, others may be offended.
- Persuade, don't badger your audience. Compelling presentations can be very persuasive to both policy makers and public meeting audiences; however, insulting or degrading language can make you appear belligerent, reducing your credibility as well as the power of your message.
- Close your comments with an action statement such as, "Adopt this resolution" or "I urge you to vote 'no' on this ordinance."

Rancho Cordova City leaders appreciate your interest in issues that affect the community. We hope these tips will help you prepare and present your remarks so they will be clear, concise, accurate and credible. If you follow these guidelines, your audience is likely to listen, pay attention, and maybe even agree with you!

Rancho Cordova City government is not the City Council, City staff or Rancho Cordova citizens – it's all of us working together to understand each others' opinions so we can make the best decisions for our community.

THANK YOU FOR PARTICIPATING!

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

AMENDED AGENDA

CITY COUNCIL AGENDA
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova

Monday, April 4, 2005
5:30 P.M. – Regular City Council Meeting

Call to Order

Roll Call: Council Members: Budge, McGarvey, Sander, Skoglund & Mayor Cooley

Metro Cable TV Telecast Announcement

Pledge of Allegiance

Invocation

1. Marina Silver of the Spiritual Assembly of the Baha'is of Rancho Cordova

Presentation

2. Proclamation for Rancho Cordova Extreme State Soccer Championship
3. Proclamation for Sacramento Urban Creeks Council's 15th Annual Creek Week (April 1-8th)

Consent Calendar

4. **Subject:** Minutes of City Council Meetings:
   a. Special Meeting of March 1, 2005
   b. Regular Meeting of March 7, 2005
   c. Special Meeting of March 16, 2005
   d. Special Meeting of March 21, 2005
   Recommendation: Adopt Minutes.

5. **Subject:** Second Reading of Ordinance 06-2005 Amending Zoning Code to Establish the Capital Village Special Planning Area and Rezoning Property from MP-Industrial/Office Park to a Combination of Commercial Mixed Use and Residential Districts on APN's 072-0680-010 thru 021, and 072-0680-034 thru 038 for the Project Known as Capital Village, Project No. RC-04-123.
   Recommendation: Waive second reading and adopt Ordinance No. 06-2005. **(Roll Call Vote)**

6. **Subject:** Second Reading of Ordinance 07-2005 Approving the Development Agreement for the Capital Village Project and Amending the Zoning Code - Project No. RC-04-123.
Recommendation: Waive second reading and adopt Ordinance No. 07-2005. **(Roll Call Vote)**

7. **Subject:** Resolution to Support Continued Funding for Amtrak in Federal Fiscal Year 2006.
Recommendation: Adopt Resolution No. 46-2005.

Consent Public Hearings

None

Oral Communications

8. **Public Comment**

Citizens wishing to address the Council for any matter not on the agenda may do so at this time. If you wish to be heard on a listed agenda item other than a Consent Calendar item, please wait until that point on the agenda. Comments on Consent Calendar items will be heard prior to action on the Consent Calendar by providing a Speaker Card to the City Clerk before the Consent Calendar is discussed. **Please keep your comments to three minutes or less and provide a Speaker Cards to the City Clerk.** Please state your name and community of residence. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

Public Hearing

9. **Subject:** Walgreen's Store, RC-04-139 – Use Permit for the Drive-up Pharmacy Window and Design Review for the New Building.
Recommendation: Adopt Resolution 43-2005 approving the Use Permit for the Drive-Up pharmacy window and the Design Review for Walgreen's, subject to the findings, evidence and Conditions of Approval.

***7:00 pm Break**

Regular Calendar Items

10. **Subject:** Resolution Supporting SB 547 Regarding DUI Driver Vehicle Impound Pilot Program
Recommendation: Adopt Resolution No. 45-2005.

11. **Subject:** Presentation of Design Concept for Mather Field Road/Highway 50 Inter-Change Landscape Project
Recommendation: Direction from Council to proceed with the final conceptual plan design and preparation of the construction documents.

12. **Subject:** Resolution Approving Form of Purchase and Sale Contract Between the Kilgore Business Park, et. al, and the City of Rancho Cordova for the Purchase of Kilgore Property

(2897 Kilgore Road) APN 72-0260-33, 72-0260-36, 72-0260-37, 72-0260-38, 72-0260-39, 72-0260-40, 72-0260-41, 72-0260-42
Recommendation: Adopt Resolution No. 47-2005.

Correspondence

Council Reports

Council Requests for Future Agenda Items

City Manager's Report

Adjournment

Upcoming Meeting Dates:

Monday, April 18, 2005	***Regular City Council Meeting***
Tuesday, April 26, 2005	***Special Study Session – Economic Development Plan as a General Plan Element and 2005-07 Strategic Planning Outcomes, Goals & Focus***
Monday, May 2, 2005	***Regular City Council Meeting***
Tuesday, May 10, 2005	***Special Study Session – Community Improvement Tool Box and Road Maintenance Strategy; Assessment for Maintenance of Roads***
Monday, May 16, 2005	***Special Study Session – Nexus Study and Road Impact Fees***
	Regular City Council Meeting
Tuesday, May 24, 2005	***Special Study Session – General Plan; Fire District Presentation for Serving Developing Areas; Water Update***

Tonight's meeting of the Rancho Cordova City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems, and will be shown in its entirety. Tune to Metro Cable Channel 14, for playback times. It will be webcast at www.sacmetrocable.tv. The city does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 942-0255 or lhare@cityofranchocordova.org at least 48 hours prior to the meeting.

City Clerk's Certificate of Posting of Agenda
I, Carolyn Butler, Deputy City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the April 4, 2005 Regular Meeting of the Rancho Cordova City Council was posted on March 31, 2005 at the office of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 31st day of March 2005 at Rancho Cordova, California.

Carolyn Butler

Carolyn Butler, Deputy City Clerk

***Time listed on the agenda is approximate and noted for convenience only**

City of Rancho Cordova
Special Meeting of the City Council
Tuesday, March 1, 2005

MINUTES

CALL TO ORDER

The meeting was called to order at 5:43 p.m. by Vice Mayor McGarvey

ROLL CALL

Present: Council Members: Budge, Sander, Skoglund and Vice Mayor McGarvey

Planning Commissioners: Burke, Konarski, Moe, Savorn, Vance, Wentz, and Chair Smith

Staff Present: Gaebler, Haven, Hare, Junker, Johns, Abhar.

ORAL COMMUNICATIONS

1. Public Comment

None.

Planning Commission Chair Smith noted that he felt that the Planning Commission had several disconnects with the Council over a few of the projects that the Planning Commission approved and then the Council had different ideas about the project. He said that the Commission is concerned about understanding the vision for the City held by the City Council.

Council Member Skoglund thanked the Commission for their efforts and said that Planning staff needed to provide the range of choices available, to the Planning Commission. Council Member Budge concurred.

Council Member Sander said that during his CorPac services he developed a list of the things that ought to be considered about a project. He volunteered to share the list. He also commented that it is important to consider that if we are going to build dense, we must build better or we will have created a future slum.

Commissioner Savorn suggested using a Standing Ad Hoc Committee, at least until Design Guidelines are implemented.

STUDY SESSION

2. **Subject:** Draft Design Guidelines. City staff will present the Rancho Cordova Draft Design Guidelines to the City Council and Planning Commission. The Draft Design Guidelines define the City's expectations on the form of all development types (residential and non-residential) within the City.
Recommendation: No formal action on the Draft Design Guidelines is requested at this time. Rather, staff is asking for initial comments, feedback, and direction so that we can proceed with public workshop(s) and stakeholder meeting(s) on these draft provisions.

AGENDA ITEM # 4a

The Design Guidelines were presented by staff. Council Members, Planning Commissioners and General Plan Advisory Committee Members made suggestions regarding the Guidelines that included the following:

- That the usability of the document is as important as the content; Consolidation of information into logical sequence is necessary.
- Look at ratio for landscaping and parking
- Check sidewalk sections
- Call negative examples "things to change" instead
- Use a profile layout and reduce size of the document
- What about a set aside for possible design of cemetery?
- Pictures of do this, don't do this and then do this was confusing; be consistent throughout

Pulte Homes representative, Dave Kalemba, said that community design features that focus on what is pedestrian friendly is somewhat difficult for developers.

OUTCOME: Staff to take Council input and revise the document.

ADJOURNMENT

The meeting adjourned at 9:10 p.m. in memory of Congressman Robert Matsui.

Respectfully submitted,

Lillian E. Hare, City Clerk

City of Rancho Cordova
Regular City Council Meeting

Monday, March 7, 2005

MINUTES

CALL TO ORDER

Vice Mayor McGarvey called the meeting to order at 5:37 p.m. and announced the cablecast playback schedule for the meeting.

ROLL CALL

Present: Council Members: Budge, Skoglund and Vice Mayor McGarvey
Absent: Mayor Cooley and Council Member Sander

Staff Present: Abhar, Butler, Campbell, Franklin, Gaebler, Hare, Haven, Howard, Junker, Meyer, Resha

Vice Mayor McGarvey announced that Mayor Cooley was ill and Council Member Sander's son was born earlier in the day.

PLEDGE OF ALLEGIANCE

The Pledge was led by Council Member Budge.

INVOCATION

1. Reverend Bruce Kellogg, Pastoral Care Minister, Christ Unity Church, 9249 Folsom Blvd. gave the invocation.

PRESENTATION

None.

CONSENT CALENDAR

ACTION: On a motion by Budge seconded by McGarvey and approved by 3-0 vote (Mayor Cooley and Council Member Sander absent), the Consent Calendar with the exception of Item #4.

2. **Subject:** Minutes of City Council Meetings
   a. Special Meeting of February 16, 2005
   b. Regular Meeting of February 22, 2005
   Recommendation: Adopt Minutes.

3. **Subject:** Resolution Authorizing the Public Works Director to Implement Traffic Control Measures

AGENDA ITEM # 4b

Recommendation: Adopt Resolution No. 38-2005 delegating the Public Works Director authority to place traffic control devices, including restriction or prohibitions, to parking on city streets and rights-of-way.

The following item was pulled from the Consent Calendar for individual consideration:

4. **Subject:** EDAW/Rio del Oro Contract Amendment – 03-014. Adoption of Resolution No. 37-2005, authorizing City Manager to execute an Amendment to the Consulting Services Agreement between the City and EDAW, Inc., for expanded services for the preparation of an Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) for the Rio del Oro development project.
Recommendation: Adopt Resolution 37-2005, thereby approving the proposed contract amendment between the City and EDAW, Inc. for the Rio del Oro EIR/EIS.

ACTION: On a motion by Budge seconded by McGarvey and approved by 3-0 vote (Mayor Cooley and Council Member Sander absent), was approved with amendment to reflect the contract amount as $1,299,022.

CONSENT PUBLIC HEARINGS

None.

ORAL COMMUNICATIONS

5. **Public Comment**

Mr. Eric Lund, of Rancho Cordova, said that traffic calming is needed on Rockingham, (near the Police substation) where he lives. He said that within the last 6 months vehicular incidents have resulted in a damaged home and damaged property.

PUBLIC HEARINGS

6. **Subject:** Der Wienerschnitzel – RC-03-007 – Design Review. Applicant is requesting a Conditional Use Permit to allow a drive up window on a fast food restaurant within 300 feet of residential use and Design Review for a new Der Wienerschnitzel Restaurant on a vacant lot corner of Vehicle Drive and Coloma Road. **(continued from February 22, 2005)**
Recommendation: Adopt Resolution No. 25-2005 approving the Conditional Use Permit for the Der Wienerschnitzel restaurant subject to the Findings and Conditions of Approval.

Vice Mayor McGarvey opened the public hearing and as there were no speakers, the public hearing was closed.

ACTION: On a motion by Skoglund second by Budge and passed by 3-0 vote (Mayor Cooley and Council Member Sander absent), Resolution 25-2005 was adopted with the following amended conditions of approval:

- The drive-through to be 12 feet wide and the balance of the reclaimed property to be landscaped using 5 gallon shrubs and 24" box trees
- The parking lights to be 14 to 15 feet in heights and placed to ensure proper lighting of area.

7. **Subject:** R.E. Marketing – RC-04-138 – The applicant is requesting Design Review for the construction of an office/warehouse building with a total area of approximately 19,580 square feet in the MP (Industrial Office Park) zone. APN: 072-0490-007. Location: Gold Tailing Court, north of Sun Center Drive.
Recommendation: Adopt Resolution No. 27-2005 approving the Design Review for R.E. Marketing, Project No. RC-04-138, subject to the findings, Design Package and Conditions of Approval.

   Vice Mayor McGarvey opened the public hearing. The applicant agreed to the changed landscaping condition. Vice Mayor McGarvey closed the public hearing.

ACTION: On a motion by Budge second by Skoglund and passed by 3-0 vote (Mayor Cooley and Council Member Sander absent) Resolution 27-2005 was adopted with the conditions of approval modified regarding the landscaping, which was amended to require that two small tree wells be joined together to create a larger tree well in the parking lot.

AT THIS POINT, the Council adjourned for a recess. The time was 6:49 p.m. The Council reconvened at 7:02 p.m.

8. **Subject:** Capital Village – RC-04-123 – The applicant proposes to construct a 117 acre mixed-use development with 827 residential units and a Local Town Center. The project includes approximately 250,000 square feet of commercial and mixed-use on 27.6 acres; 562 single family homes on 56 acres; 222 town homes on 15.6 acres; 43 live-work units on 4.2 acres; 6.8 (net) acres of parks; 1.9 acres of open space; 4.9 acres of landscape corridors. The project is located at the intersection of Zinfandel Drive and International Drive in Rancho Cordova.
Recommendation: Hold Public Hearing, review Planning Commission recommendation and staff presentation, and provide direction regarding the following entitlements for the Capital Village project: General Plan Amendment, Rezone, Special Planning Area, Tentative Subdivision Map (TSM), and Development Agreement. Continue this item to the March 21, 2005 regular meeting of the City Council.

   Vice Mayor McGarvey opened the public hearing.

   Jim Van Maren, representing Beazer Homes, said the project is consistent with the City's vision and the project has no soundwall.

   Brian Cooley, representing the applicant, addressed the Council and he said trees will be planted on 117 acres to contribute to air quality.

   Jeffrey Demure indicated he was present to answer any questions.

   Following is the summarized discussion:

   - Commercial Portion of Site. Staff questioned the Council as to whether adequate assurances are provided through the project SPA to ensure the proper form of the project's commercial town center. The City Council determined that the SPA, pending a more detailed review and possible revisions to the document, and other project submittals would be sufficient to guarantee a quality Town Center.

- Public or Private Alleys. The Planning Commission discussed the desire to encourage alley-loaded homes to provide a more attractive street frontages (without visually dominate garage doors) and improved pedestrian environments. The Commission forwarded this issue to the City Council to discuss the merits of public versus private alleys. The City Council discussed this issue and determined that public alleys would best serve the community.

- Traffic Mitigation Fee. Staff recommended the applicant pay the traffic impact fee in place at time building permits are issued. The applicant requested that a fixed fee be established. The City Council directed staff to continue to work with the applicant towards a solution.

- Timing of Off-site Improvements. Staff requested direction regarding the timing of construction for several key off-site road intersection improvements. The Council directed staff to continue working with the applicant on this issue.

- Park Mitigation Fee and Dedication Requirements. Staff recommended that park mitigation fees be locked by the DA at $7,179 per dwelling unit and the park dedication requirement would be locked at 6 acres per 1,000 population. The City Council agreed with the park provisions established by the DA.

Matt Cummings said that Lincoln Village generally supports the project.

CONSENSUS: To continue this item to March 21, 2005.

AT THIS POINT, the Council adjourned for a recess. The time was 8:52 p.m. The Council reconvened at 9:02 p.m.

9. **Subject:** McDonald's – RC-03-006 – Conditional Use Permit Amendment - The applicant is requesting an amendment to the previously issued Conditional Use Permit to allow drive-thru lanes within 300 feet of residential use at a McDonald's Restaurant. The applicant is requesting the removal the condition requiring a pedestrian walkway from the adjacent parking area across the drive thru lanes due to construction cost, design feasibility and pedestrian safety.
Recommendation: Adopt Resolution 33-2005 approving the removal of Condition of Approval No. 11, requiring a pedestrian access for the adjacent parking area to the McDonald's Restaurant from the approved Conditional Use Permit.

   Richard Dichoco, applicant for the project, said he was concerned with the safety of the pedestrian access and walkway.

ACTION: On a motion by Budge second by Skoglund and passed by 3-0 vote (Mayor Cooley and Council Member Sander absent) Council continued this item to March 21, 2005 for resolution of pedestrian access and walkway issues.

REGULAR CALENDAR ITEMS

10. **Subject:** Park Impact Fees - Resolution Establishing the City of Rancho Cordova's Intent to Adopt a Modified Park Improvement Impact Fee. The proposed resolution will establish

that a new park improvement impact fee is under preparation and that future development projects should anticipate compliance with the updated park fee.
Recommendation: Adopt Resolution No. 36-2005, thereby establishing the intent of the City of Rancho Cordova to modify its park improvement impact fee.

ACTION: On a motion by Budge second by Skoglund and passed by 3-0 vote (Mayor Cooley and Council Member Sander absent) Resolution 36-2005 was adopted.

AT THIS POINT, the following item was reordered to be taken prior to Item 11:

12. **Subject:** Discussion of the Need for a Historical Society for Rancho Cordova; What's the Best Format, a Commission or a Society, and Should it be a City Commission or Separate Volunteer Organization.
Recommendation: Discuss and direct staff as deemed appropriate.

Brandon Hartle, student of Cordova High School, addressed the City Council regarding his support for a historical society and a listing of historical sites. He said there are teachers at Cordova High School who are interesting in helping. He said a Historical Club was started this year at Cordova High School and that Cameron Billici is the advisor.

Olivia Anders of Rancho Cordova said she supports a historical society.

CONSENSUS: To go forward to create an Historical Society for Rancho Cordova.

11. **Subject:** Study Session Dates for 2005
Recommendation: Finalize Dates

ACTION: The Council selected the following study session dates that had not previously been determined:

April 26, 2005
May 24, 2205
July 12, 2005
October 25, 2005
November 15 and 16, 2005 (This is the Annual Council Retreat.)
December 13, 2005

CORRESPONDENCE

None.

COUNCIL REPORTS

The Council reported on various meetings, invitations, and events since the last Council meeting.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

CITY MANAGER'S REPORT

City Manager Gaebler reported that the change from County waste services to BFI is about 85% completed. He complimented Mr. Abhar and his staff on the advance planning and preparation that resulted in the smooth transition.

ADJOURNMENT

The meeting adjourned at 10:15 p.m.

Respectfully submitted,

_____
Carolyn Butler, Deputy City Clerk

City of Rancho Cordova
Special Meeting of the City Council
Wednesday, March 16, 2005

MINUTES

CALL TO ORDER

The meeting was called to order at 5:40 p.m. by Mayor Cooley.

ROLL CALL

Present: Council Members: Budge, Skoglund and Vice Mayor McGarvey
Absent: David Sander

Planning Commissioners: Burke, Savorn, Vance, Wentz, and Chair Smith

General Plan Advisory Committee (GPAC): Cummings

Staff Present: Abhar, Butler, Carney, Gaebler, Haven, Hare, Howard, Junker, Johns, McMahon

Council Member Sander joined the meeting at 5:46 p.m.

ORAL COMMUNICATIONS

1. Public Comment

None.

STUDY SESSION

2. **Subject:** General Plan – Housing Element Policy Development, Options, and Discussion. City staff will present information about the development of the housing element; preliminary housing needs data, and options for future housing policies. The Housing Element will incorporate the City's desires for a range of housing choices. **Recommendation**: No formal action on the Housing Element is requested at this time. Rather, staff is asking for initial comments, feedback, and input so that we can proceed with drafting the Housing Element policies.

The following individuals made presentations to the Council (presentations attached):

Jennifer Gastelum of Pacific Municipal Consultants
Beth Thompson of Pacific Municipal Consultants
Libby Seifel, Principal of Seifel Consulting
Rex Albright, representing the Housing Task Force of the Chamber of Commerce

AGENDA ITEM # 4c

OUTCOME: Discussion item only; no action was taken.

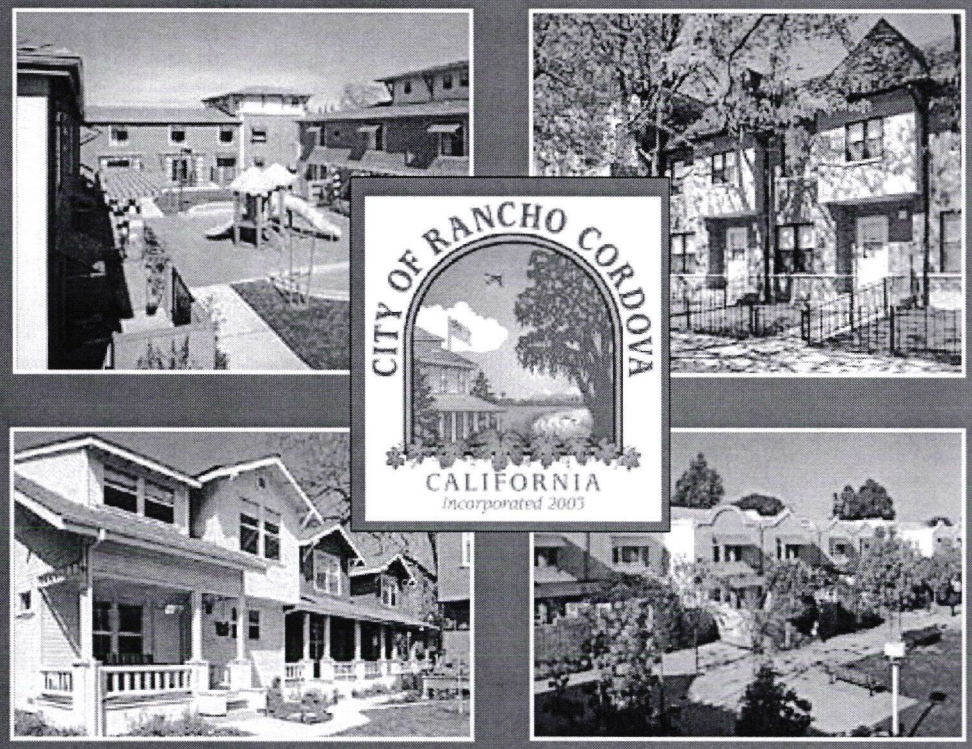
ADJOURNMENT

The meeting adjourned at 9:23 p.m.

Respectfully submitted,

_____
Carolyn Butler, Deputy City Clerk

Joint City Council-GPAC Housing Workshop



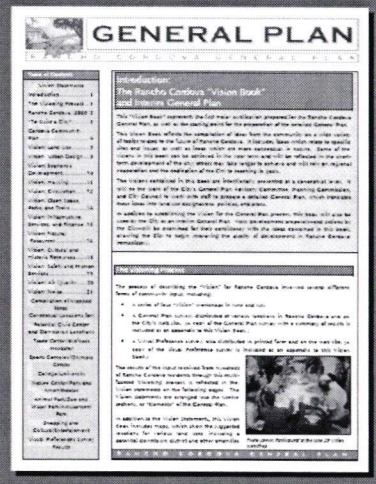
March 16, 2005

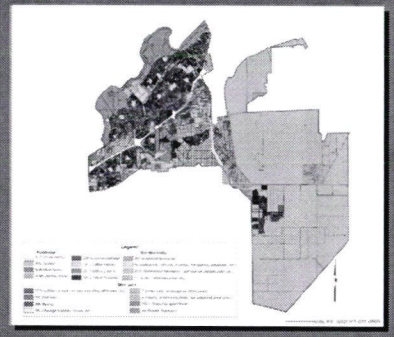
Overview

- State Housing Element Requirements
  - Process
  - Consequences
  - RHNA
- City Demographics
- Issues Identified by GPAC
- Housing Goals and Policies

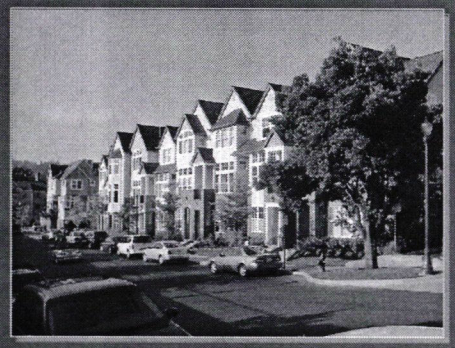
Background

- One of seven required elements of the City General Plan
- Only element that requires review by State agency (Housing and Community Development)
- Housing Element includes only City limits
- Purpose – to encourage attainment of decent housing and suitable living environment for all.



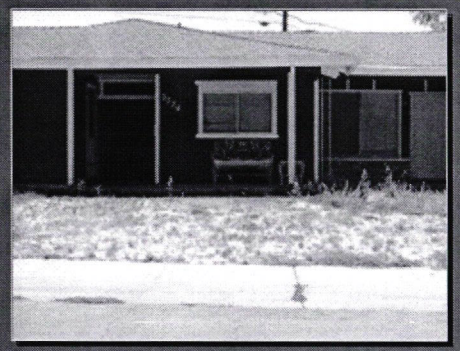


Housing Element Process



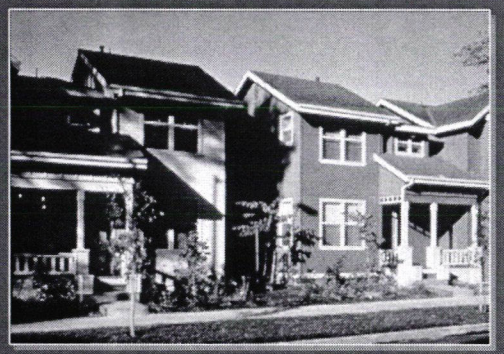
- Prepare Housing Element (public involvement)
- Submit Draft Housing Element to HCD
- HCD Review period (60 days)
- Revise/Adopt Final Housing Element
- Submit to HCD for Certification (90 days)

Housing Element Contents



- Government Code §§65580 – 65589 mandate that a Housing Element include:
  - Housing Needs Assessment
  - Inventory of Resources and Constraints to Meeting Needs
  - Statement of Goals, Polices, and Program
  - 5-Year Housing Program

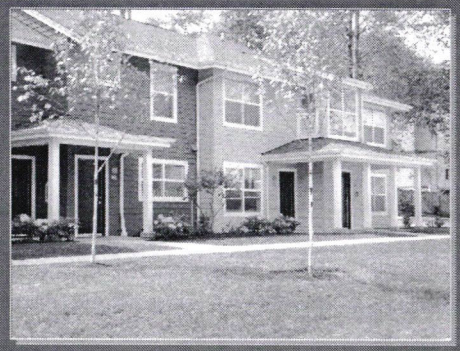
City Responsibilities

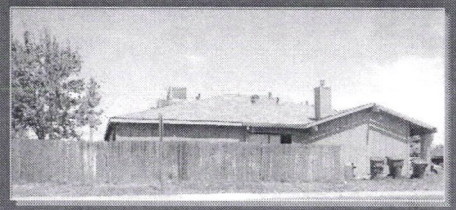


- Identify Adequate Sites
- Assist in the Development of Affordable Housing
- Address and Remove Governmental Constraints
- Conserve and Improve the Condition of Affordable Housing Stock
- Promote Fair Housing
- Preserve Assisted Housing

Consequences of Non-Certification

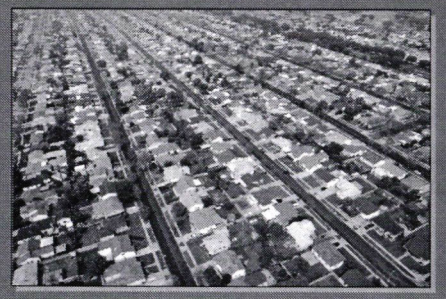
- Legally inadequate General Plan, if challenged in court
- Freeze on building permit issuance
- Ineligible for many State housing funds
- Potential financial penalties from future Housing Element legislation



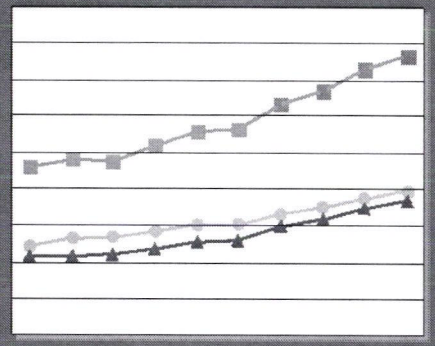


What is the Regional Housing Needs Plan?

- State law (GC§65583(a)(1)) requires every city to plan for its fair share of the region's housing need



- Assigned by SACOG to each jurisdiction
  - Broken down by income level
  - Addresses over and under concentration of low-income housing throughout the region
  - Plans for future residential development by affordability of units



- Allocation targets are NOT building requirements, but goals for each community

SACOG's Allocation 2000-2007

Area	Total	Very Low	Low	Moderate	Above Mod.
Rancho Cordova	**2,811**	20%	14%	18%	48%
Citrus Heights	**973**	30%	17%	7%	46%
Folsom	**6,315**	27%	19%	22%	32%
Sacramento	**19,313**	5%	14%	24%	57%
Unincorporated Co.	**19,465**	26%	18%	18%	38%
Sacramento County	**64,128**	19%	17%	22%	42%

2004 Rancho Cordova Income Categories

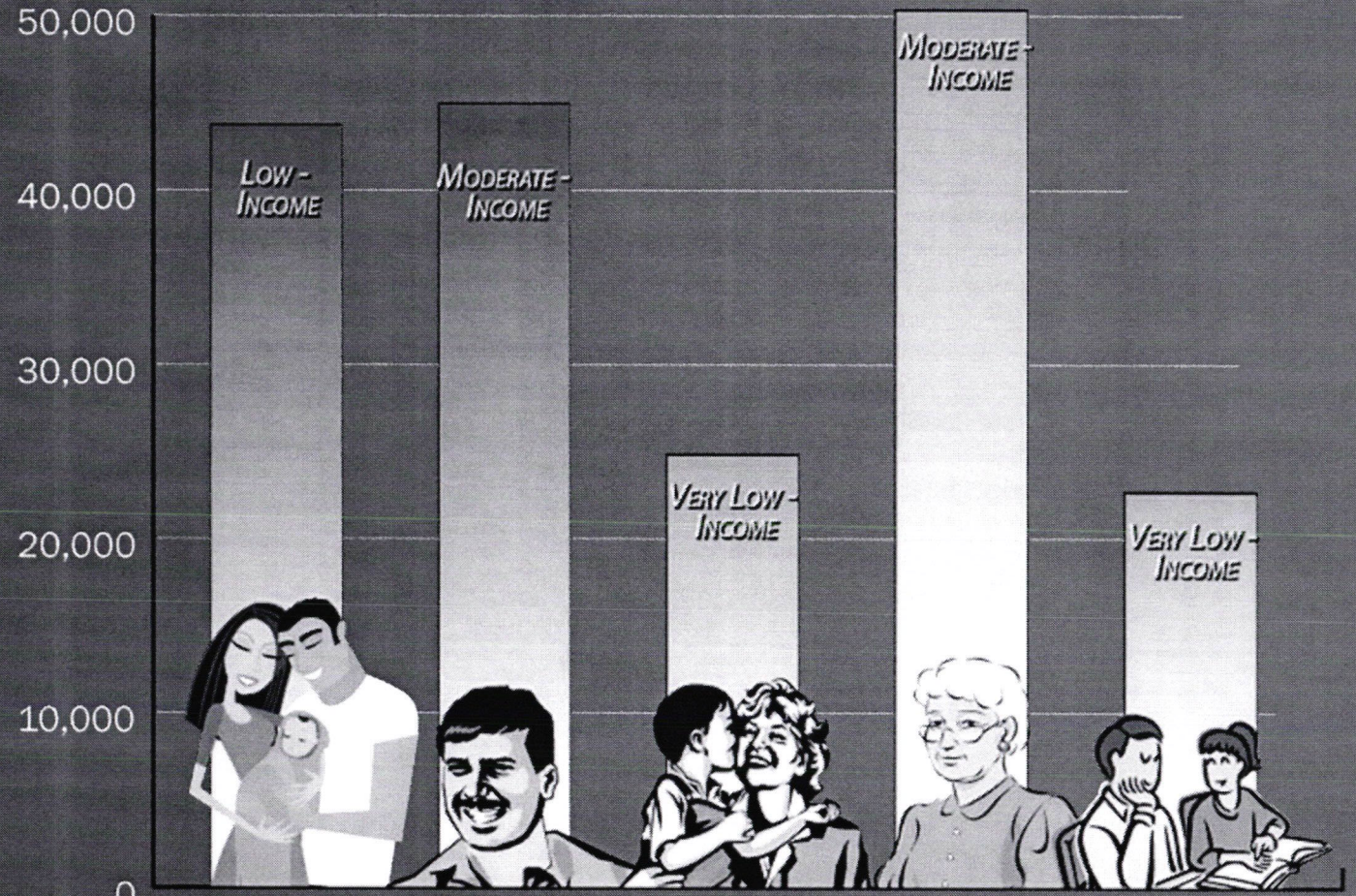
	Income	RHNA Allocation # of units	Existing Sacramento County	Existing Rancho Cordova
Very Low 0-50% AMI	**$0 - 32,050**	559-20%	32%	36%
Low 51-80% AMI	**$32,051 - 51,280**	407-14%	24%	26%
Moderate 81-120% AMI	**$51,281 - 76,920**	506-18%	20%	21%
Above Moderate >121% AMI	**$76,921 +**	1,339-48%	24%	17%

Sacramento County 2004 Median Income: $64,100

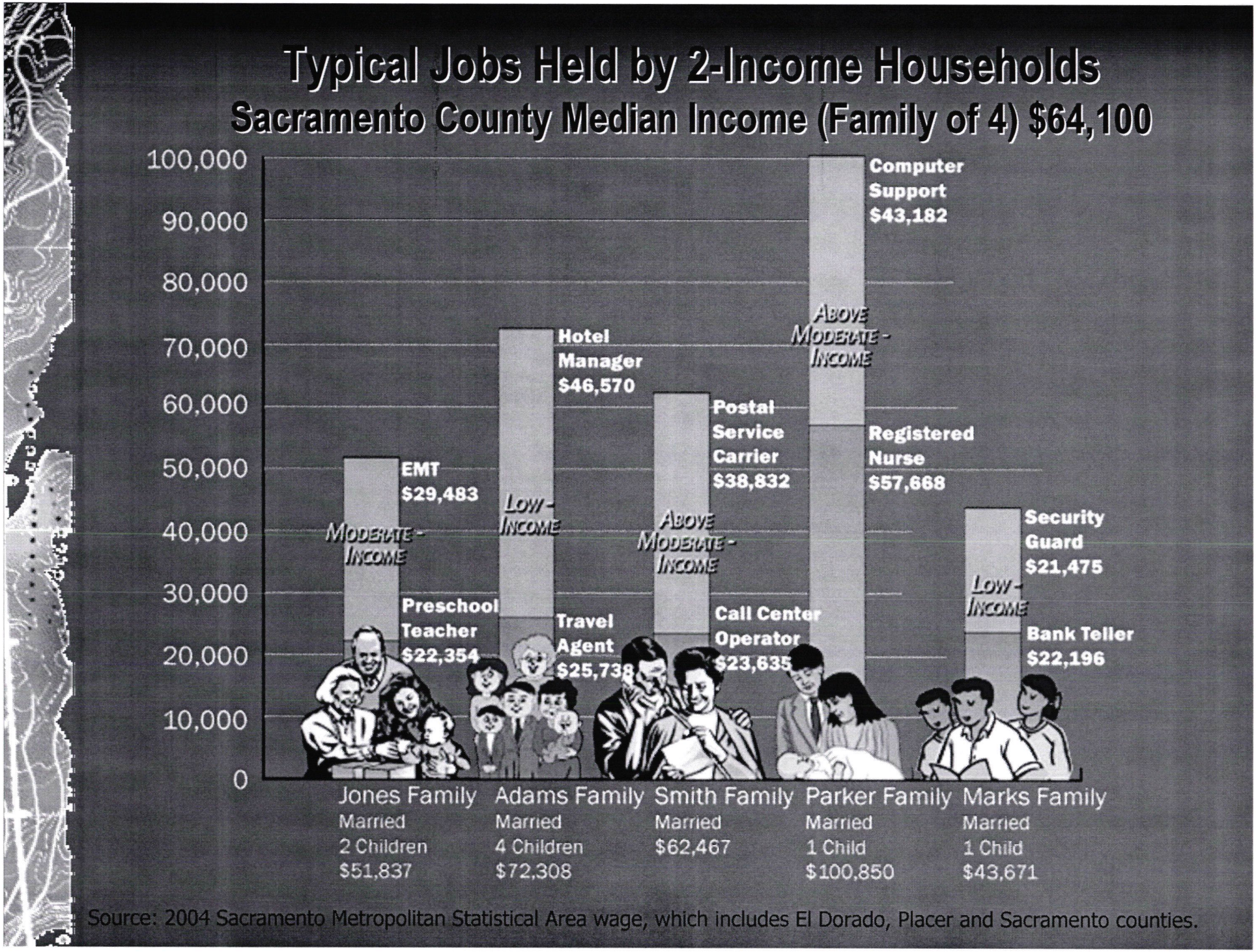
Rancho Cordova 2000 Median Income: $49,890

Typical Jobs Held by 1-Income Households

Sacramento County Median Income (Family of 4) $64,100



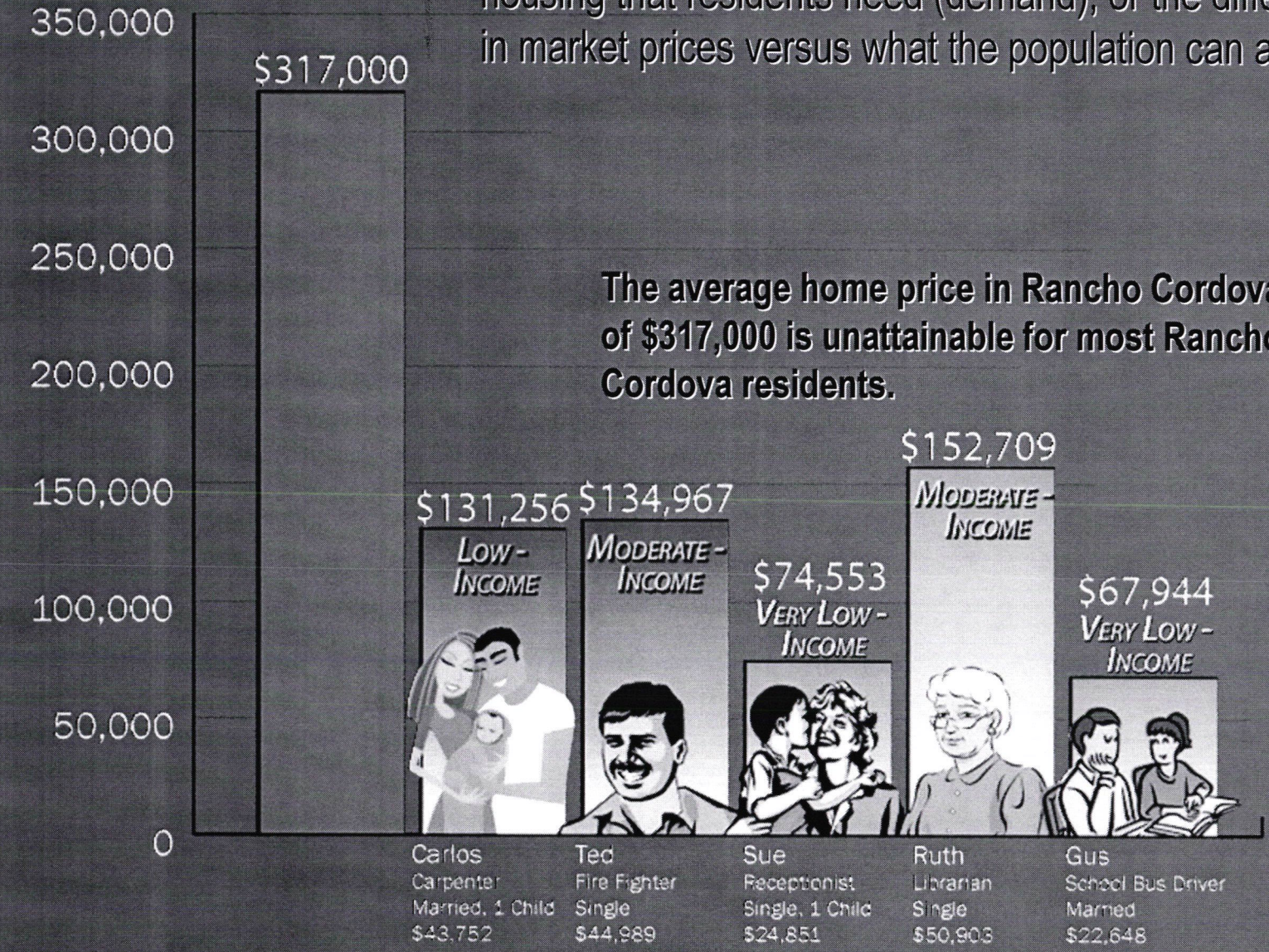
Source: 2004 Sacramento Metropolitan Statistical Area wage, which includes El Dorado, Placer and Sacramento counties.



Source: 2004 Sacramento Metropolitan Statistical Area wage, which includes El Dorado, Placer and Sacramento counties.

Housing Gap

A housing gap is the difference between the housing that is available (supply) and the housing that residents need (demand), or the difference in market prices versus what the population can afford.

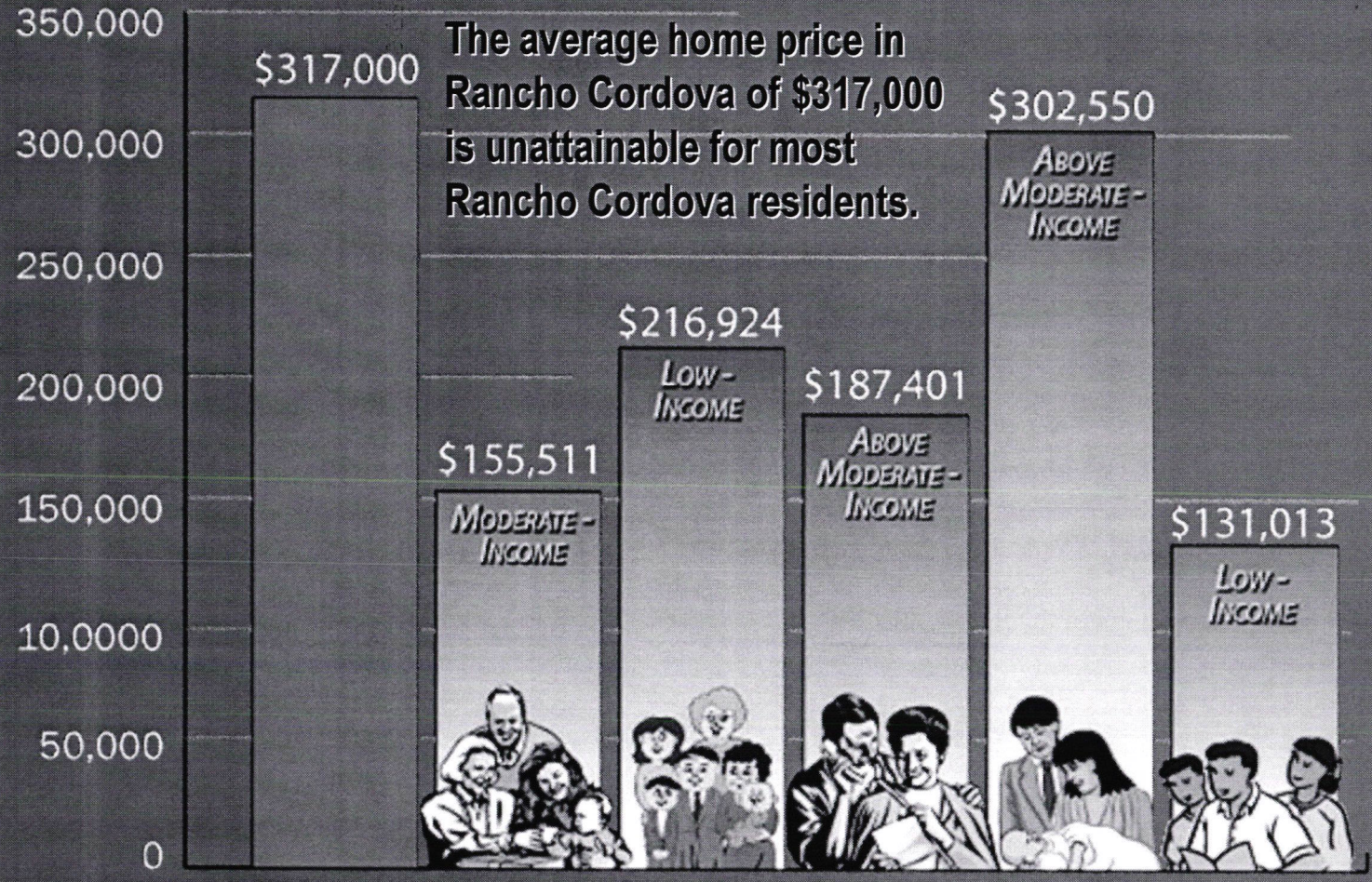


The average home price in Rancho Cordova of $317,000 is unattainable for most Rancho Cordova residents.

Source: Sacramento Metropolitan Statistical Area wage, which includes El Dorado, Placer and Sacramento counties and CA Association of Realtors, Median Home price for Rancho Cordova January 2005.

Housing Gap

A housing gap is the difference between the housing that is available (supply) and the housing that residents need (demand), or the difference in market prices versus what the population can afford.



Source: Sacramento Metropolitan Statistical Area wage, which includes El Dorado, Placer and Sacramento counties and CA Association of Realtors, Median Home price for Rancho Cordova January 2005.

Rental Affordability for a Family of Four in Rancho Cordova

	Income	Max Rent
Very Low-Income Family	$32,050	$890
Low-Income Family	$51,280	$1,424
Moderate-Income Family	$76,920	$2,136

Market Rents	
Studio	$540
1-bedroom	$646
2-bedroom	$772
3-bedroom	$878

702 units are deed restricted within the City limits as of 12/04/05

Source: HUD 2004 Area Median Income for a family of four in Sacramento County and 2004 Rancho Cordova Code Enforcement Survey, 1,775 multi-family units surveyed.

Demographics

	Rancho Cordova	Sacramento County
Population	53,718	453,602
Median Age	31.9	33.8
Households	19,918	453,602
Average Household Size	2.73	2.64
Overcrowded Households	11%	9%

Demographics

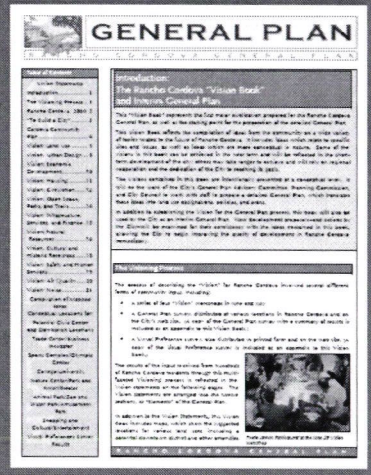
	Rancho Cordova	Sacramento County
Total Housing Units	20,926	474,814
Owner	49%	58%
Renter	51%	42%
Median Year Structure Built	1973	1974
% of Population Below Poverty	16%	14%

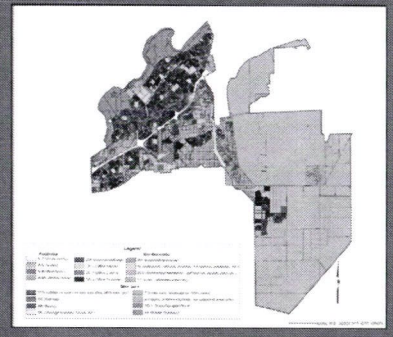
Demographics

	Rancho Cordova	Sacramento County
Total Housing Units	20,926	474,814
1-unit	59%	69%
2-units	3%	2%
3 or 4 units	7%	5%
5 to 9 units	6%	5%
10 to 19 units	5%	4%
20 or more units	14%	11%
Mobile homes	6%	4%

Results for the GPAC Visioning

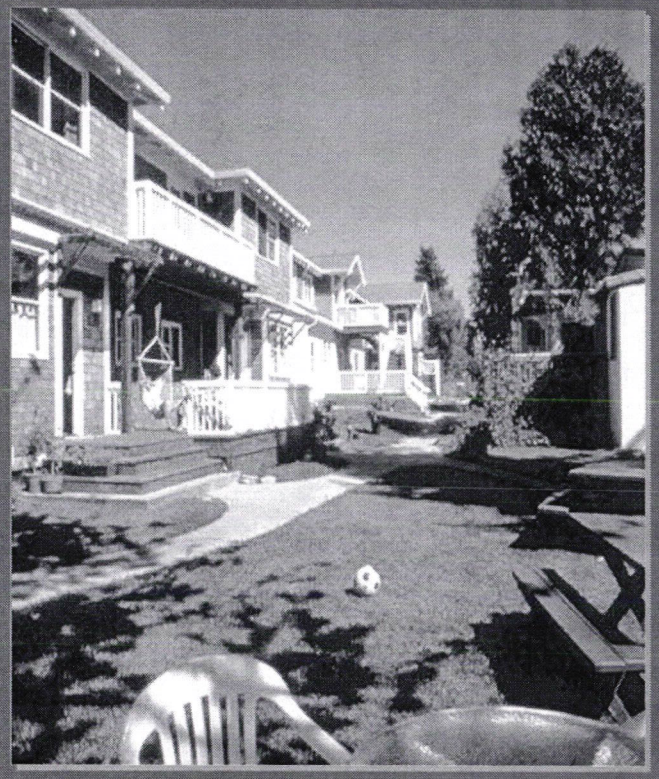
- Mix of housing choices (type of housing and affordability)
  - Senior Housing
  - Live-Work housing
  - Work-force housing
- Jobs-housing balance
- Rehabilitation or conversion of existing housing stock
- Increased homeownership
- Higher end homes/communities
- Overcrowded households





Cont. Results for the GPAC Visioning

- Provide transit in close proximity to affordable units
- Match housing to "household" needs
- Improve air quality by locating housing near jobs
- Condominium Conversion
- Encourage lease-to-own programs
- Maintain long-term affordability (balance this with desire to gain equity)



Housing Element
Five-Year Housing Program

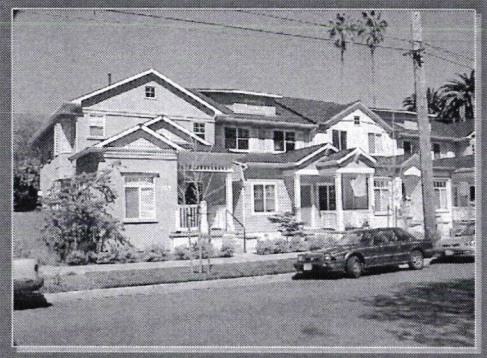
- Housing Production and Diversity – Assist in the development and provision of adequate housing stock to meet the needs of all households and special needs groups.
- Neighborhood Preservation and Rehabilitation – Encourage the improvement, rehabilitation, and reuse of the City's existing housing stock and residential neighborhoods.
- Balance Employment and Housing – Seek a balance of housing opportunities appropriate for the range of jobs available and planned in the City.
- Housing Assistance – Assist in the provision of housing opportunities for all segments of the population, with an emphasis on increased homeownership.

Housing Element Programs

- **Goal: Housing Production and Diversity**
  - Policy: Provide a Range of Housing Types Appropriate for a Variety of Households.
    - Mixed-Use/Mixed Income
    - Inclusionary Housing
    - Senior Housing
    - Executive Housing
    - Work-Force Housing
    - Live-Work Housing
    - Shared Housing (seniors)
    - Second Units

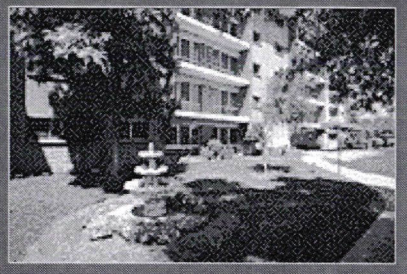
Housing Element Programs

- **Goal: Housing Production and Diversity**
  - Policy: Identify and Maintain Adequate Sites for City's Projected Housing Needs.
    - Higher density to accommodate RHNA
    - Medium density to accommodate RHNA
    - Lower density for executive housing
  - Policy: Eligible Projects shall receive Density Bonuses.

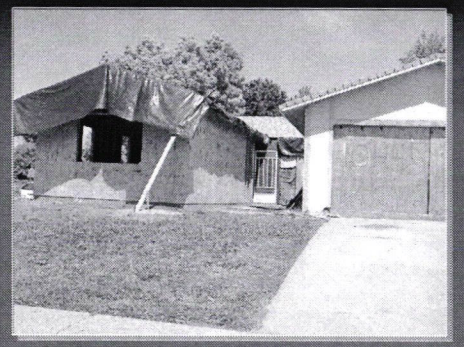


Housing Element Programs

- **Goal: Housing Production and Diversity**
  - Policy: Provide Housing for the Special Needs Populations.
    - Senior Housing
      - Shared Housing
      - Independent living
      - Assisted Living
        - Convert Existing Apartment Complexes
      - Skilled Nursing
    - Housing accessible for person with disabilities
    - Large Households
    - Homeless
    - Single-parent Households



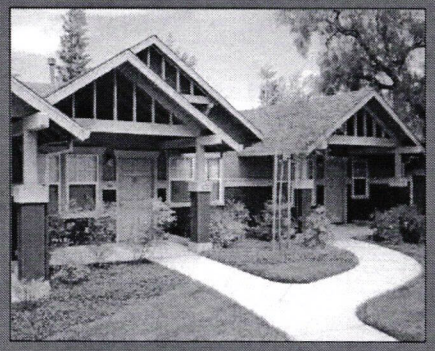
Housing Element Programs



- **Goal: Rehabilitation and Neighborhood Preservation**
  - Policy: Provide Neighborhood Revitalization in Existing Areas.
    - Housing Rehabilitation – owner and renter units
    - Infill
    - Reuse/Conversion
    - Redevelopment
    - Code Enforcement
    - Condominium Conversion
  - Policy: Preserve Units at risk of Losing Affordability.

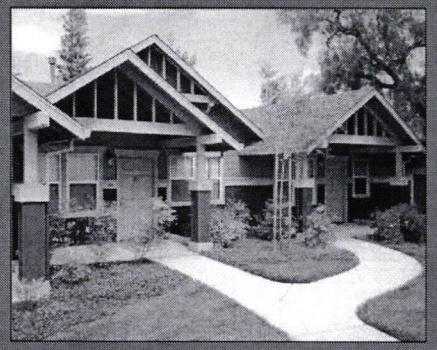
Housing Element Programs

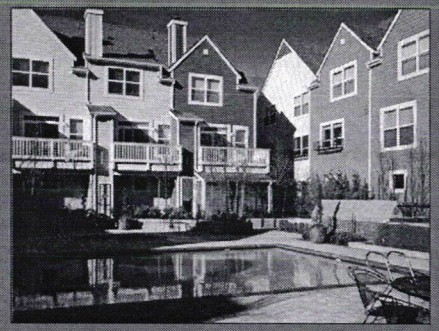
- **Goal: Balance of Employment and Housing**
  - Policy: Improve the City's Jobs-Housing Balance.
    - Mixed Use Developments
    - Track Housing versus Job Creation
  - Policy: Promote affordable housing in close proximity to transit and appropriate services.
    - Transit Oriented Development
    - Locate Housing Near Employment Centers.



Housing Element Programs

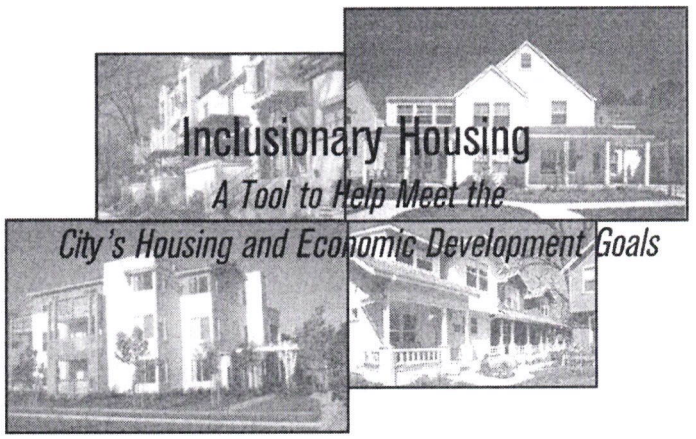
- **Goal: Housing Assistance**
  - Policy: Develop Homeownership Programs.
    - First-time Homebuyer Program
    - Downpayment Assistance
    - Lease-to-Own
    - Mortgage Credit Certificates
    - Police-Fire-Teacher Program
    - Condominium Conversion





Housing Element Programs

- **Goal: Housing Assistance**
  - Policy: Assist with Development of Affordable Housing.
    - Housing Trust Fund
    - Redevelopment Set-Aside
    - Seek State and Federal Funding



Inclusionary Housing

A Tool to Help Meet the City's Housing and Economic Development Goals

Rancho Cordova City Council and General Plan Advisory Committee (GPAC) Study Session

Elizabeth (Libby) Seifel

Seifel Consulting Inc.

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Overview of Presentation

- ❑ Presentation Overview
- ❑ What is an Inclusionary Housing (IH) Program?
- ❑ How Could an IH Program Work Effectively with the City's Redevelopment Program?
- ❑ Why Consider Adopting an IH Program?
- ❑ California's Experience with IH Programs
- ❑ Inclusionary Housing Policy Considerations
- ❑ Additional Discussion

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A. What is an Inclusionary Housing Program?

A housing program, typically adopted as part of the zoning ordinance, that requires developers to dedicate a certain percentage of new homes to qualifying households at affordable housing cost for a specified duration of time.

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B. How Could an IH Program Work Effectively with the City's Redevelopment Program?

- Redevelopment is a powerful tool to achieve the City's economic development and housing goals.
- Redevelopment has specific requirements with respect to housing, including an IH requirement.
- Redevelopment will help produce affordable housing, but it works best when leveraged with other City programs.

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Summary of Redevelopment Housing Requirements

- 20% of tax increment dedicated to affordable housing preservation, development and rehabilitation (Housing Set-Aside)
- Replacement of housing at affordable cost to occupants affected by redevelopment actions
- At least 15% of all new or substantial rehabilitated housing affordable to households at or below moderate income (Inclusionary Housing)

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Redevelopment IH Requirement

Specified percentages of all new or substantially rehabilitated housing in a Project Area must be affordable to persons at targeted income levels depending upon who develops housing

- Non-Agency Developed Housing
- Agency Developed Housing

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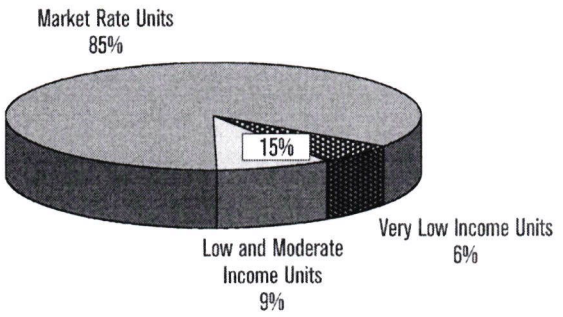
Housing Production Requirement (Non-Agency Developed)



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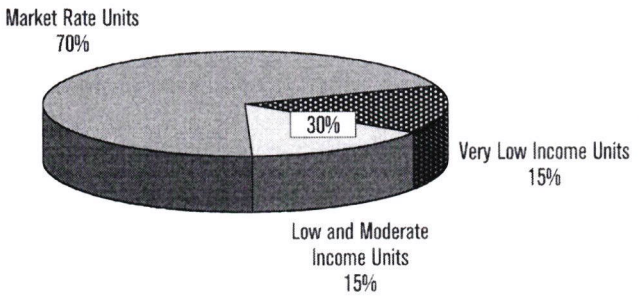
Housing Production Requirement (Agency Developed)



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C. Why Consider Adopting an Inclusionary Housing Program?

To help meet the City's Housing Goals, specifically:

- Satisfy City's need for housing
- Offer full range of housing choices (throughout the City)
- Increase homeownership
- Promote neighborhood revitalization and housing rehabilitation
- Improve air quality by locating housing near jobs

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An IH Program Can Help Create a Wide Variety of Housing Options to Help Meet the City's Needs

- 55,000 new jobs in the next 10 years
- Over 37,000 new homes in Stone Creek and Sun Ridge/Sunrise Douglas areas
- Need for housing affordable to persons working and living in the City of Rancho Cordova
- Most of this need is for households earning at or below moderate income

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Greatest Job Growth and Current Mean Wages (Sacramento County)

Job Classification	Mean Annual Wage 2004	Job Growth 2001-2008	Total Jobs 2008	Income Level
Cashiers	$21,954	3,210	17,020	Very Low
Retail Salespersons	$24,343	3,060	19,470	Very Low
Customer Service Representatives	$31,849	2,790	13,450	Very Low
Combined Food Preparation and Serving Workers, Including Fast Food	$17,381	2,650	11,630	Very Low
Office Clerks, General	$26,368	2,620	25,210	Very Low
Security Guards	$21,475	2,390	10,160	Very Low
Laborers and Freight, Stock, and Material Movers, Hand	$22,297	1,920	9,880	Very Low
Registered Nurses	$57,668	1,800	10,480	Moderate
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	$22,031	1,790	9,080	Very Low
Waiters and Waitresses	$17,656	1,720	8,640	Very Low

Sources: State of California Employment Development Department, Occupational Employment Statistics Survey, released December 2003, and Occupation Employment (2003) & Wage (2004) Data, released June 2004.

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Rancho Cordova 2004-2007 Housing Need

Income Level	Income	Units	Percent
Very Low 0-50% AMI	$0 - 32,050	559	20%
Low 51-80% AMI	$32,051 - 51,280	407	14%
Moderate 81-120% AMI	$51,281 - 76,920	506	18%
Above Moderate >121% AMI	$76,921 +	1,339	48%

Sacramento County 2004 Median Income: $64,100
Rancho Cordova 2000 Median Income: $49,890

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D. California's Experience with IH Programs

- Inclusionary housing (IH) programs have been adopted in about 20 percent of California's communities. (Over 110 cities and counties have IH programs.)
- Some cities have 25+ years experience.
- Mandatory programs are most effective.

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Typical IH Requirements in California

Requirement	Range
Percent of Units	10%-30%
Typical Target Income Levels	
Renter	50% to 80% of median income
Owner	50% to 120% of median income
Unit Threshold	3-15 Units
Covenant	20 Years to Permanent
In-Lieu Fees	No Fee to 5% of Sale Price

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Inclusionary Housing Has a Successful Track Record

- Inclusionary housing programs have been successfully implemented in California's communities without rendering development economically infeasible.

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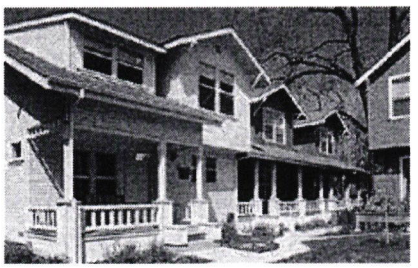
Southside Housing Park, Co-Housing, Sacramento, CA



- 25 total units
- Ranging from 1 to 4 bedrooms, 640 SF to 1,423 SF
- For sale flats and townhomes for low, moderate and market rate incomes
- Prices ranged from $88,000 to $151,000

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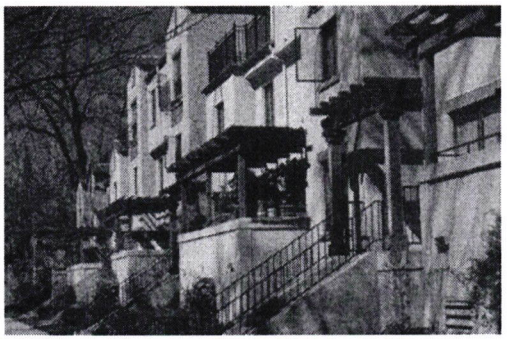
St. Francis, Sacramento, CA



- Rental Apartments, 36 units per acre
- 100% Affordable

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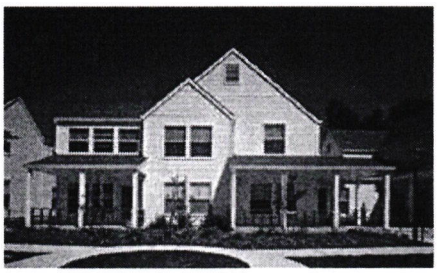
The Farm, Santa Cruz, CA



- 11.5 acre site
- First major new rental housing built for low income families since 1989
- 45 units in total, 39 affordable rental units
- Primarily 2 and 3 bedroom townhomes
- Developed by Mid-Peninsula Housing Coalition in partnership with Green Farm Limited Partners

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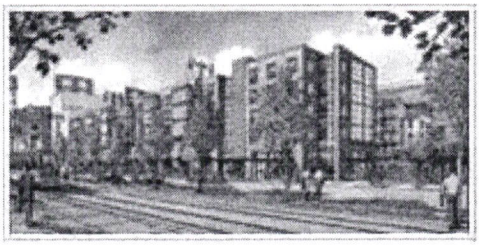
Rich Sorro Commons, Mission Bay, San Francisco, CA



- 100 Affordable Rental Apartments - Fully Leased
- Developed by Mission Bay Housing Corporation

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Signature Homes, East Palo Alto, CA

- 221 Single Family Homes, Including 22 Affordable
- Developed by Signature Homes

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City Walk, Brea, CA

- 24 units per acre
- For Sale Row Housing
- 50% Affordable

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E. Key Policy Considerations for Rancho Cordova

- What would be the primary goals of an IH program?
- How will it address your City's housing needs and redevelopment obligations?
- How will the IH program work in relationship to other City requirements and programs?
- Will the IH program be mandatory or voluntary?
- Will all new developments need to include affordable units on-site, or will the program allow alternative means of compliance?

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Economic Principles for IH Programs

1. Target IH units to those most in need while assuring that new development is still financially feasible.
2. Consider depth of income targeting and percentage of IH units together, because there is an inherent financial trade-off between them.
3. Consider allowing a phase-in period for the IH requirement.

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Principles (Cont.)

4. Incorporate affordability standards that are consistent with redevelopment standards.
5. Record long term affordability covenants on IH units in order to benefit future households (e.g. 45 years for sale; 55 years for rental per redevelopment law).
6. Confirm that the restricted sales prices and rents of IH units are sufficiently below those of market rate units to generate demand.

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Principles (Cont.)

7. Consider allowing alternative ways for the development community to meet the IH requirement if these alternatives are economically equivalent to the on-site requirement.
8. Consider exempting small developments from the on-site requirement or allow them to pay a fee in-lieu of providing the units on-site.
9. Provide incentives to developers to enhance the overall financial feasibility of future development.

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Economic Impacts of IH Program

- An IH program is a land use regulation that affects how land can be developed in a community.
- Depending upon how it is designed and how other development regulations are imposed in a community, it can have a variable effect on real estate pricing, development potential, and land prices.

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IH Program May Be Readily Absorbed

- The costs of the IH program may be readily absorbed in the overall pricing of the development.

  As home prices and apartment rents are established based on a regional marketplace, there may be no direct effect on the economics of future development if the developer can continue to sell or rent housing and make a profit (return) while providing the required IH units.

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Pricing of Land Eventually Incorporates IH Program

- Over time, as the IH program is implemented, land will be priced to account for the requirements imposed by the IH program.

  Developers pay for land based on a residual land value given a set of assumed entitlements, market pricing, and development costs. An IH program, like any other land use or development regulation, will be factored into the developer's financial feasibility and land residual analysis.

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Techniques to Offset Economic Impacts

- Developers may receive a lower return once an IH program is adopted, particularly if it is imposed after development entitlements have been received, and the developer has already purchased the land.
- As long as the IH program allows a developer to receive a sufficient return (profit) in relationship to risk then development will occur.
- A jurisdiction can help offset lowered returns by providing expedited processing, increased density, and/or the provision of BMR units that are comparable, but smaller in size, than market-rate units.

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Developer Incentives Used in CA

- Density Bonus
- Fast Track Processing
- Design standards reduction
- Fee Reduction or Deferral
- Fee Waiver
- Growth control exemption
- Tax abatement

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Alternative Ways to Meet Requirement

- Many communities allow alternative ways for developers to meet their IH requirement under certain conditions.
- Alternatives can produce a greater number of units at deeper income targeting due to leverage of public funding.
- Alternatives should be designed to create an equal or greater affordable housing benefit.

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Alternative Ways to Meet Inclusionary Requirements

1. On-site Inclusionary Requirement
2. Land Dedication Option
3. In-Lieu Fee Option
4. Substantial Rehabilitation Option
5. Nonprofit Development of Offsite BMR Units for BMR Credit

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F. Additional Discussion

- What would be the primary goals of an IH program in Rancho Cordova?
- How could it address your City's housing needs and redevelopment obligations?
- How could an IH program help meet the City's objectives regarding the integration of affordable housing within all areas of the community?
- Would all new developments need to include affordable units on-site, or would the program allow alternative means of compliance?

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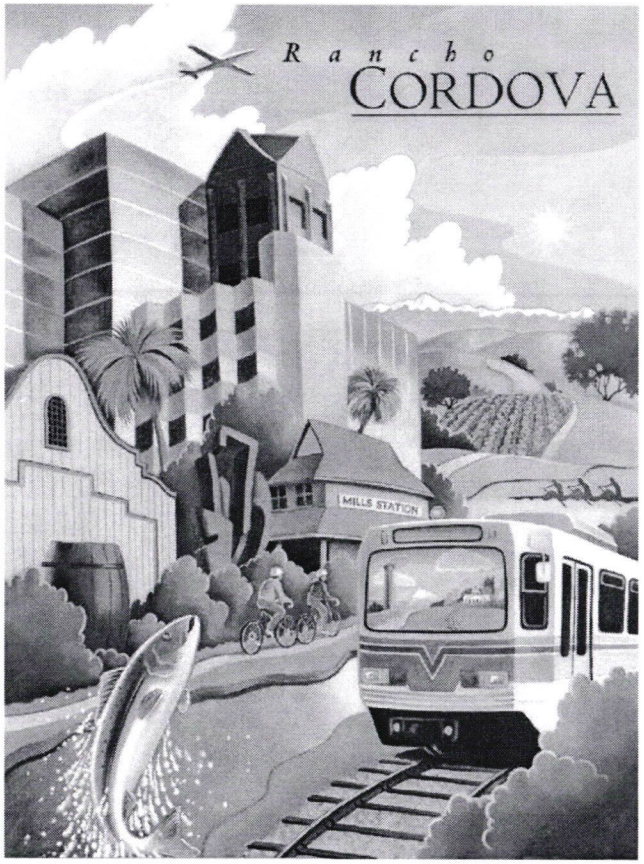
Additional Discussion re: Alternatives

- Will the alternative yield equivalent "value" in affordable housing?
- Does Rancho Cordova have the capacity to assure that an off-site alternative is carried out?
- How long will it take for the alternative units to be available?
- If land is dedicated, will other necessary resources be available to complete the units?

Seifel
CONSULTING INC.


Rancho
CORDOVA
MILLS STATION

Report and Recommendations of the Rancho Cordova Chamber of Commerce's Ad Hoc Housing Task Force

August 2004

Participants

Rex Albright-Rancho Chamber
Gail Allen-VSP
Eric Almquist-R.C. Econ Dev Corp
Leeana Anderson-Black and Veatch
Lise Bingham-Caldwell Banker
Todd Chambers-Richland Communities
Ross Cheairs-Morrison Homes
Brian Cooley-BIA
Brian Cunha-Rancho Chamber
Michael Curtin-Summit
Russ Davis-Elliott Homes
Joe Debbs-J. Taylor and Associates
Alan Driscoll-Forsgren Association
Greg Foell-Cordova RPD
Holger Fuerst-MacKay and Somps
Jim Galovan-Woodside Homes
Brian Gavin-SureWest Communications
Adam Gryzbicki-SBC
Steve Hibbs-VSP
Carol Hill-Beazer Homes
Brian Holloway-HRM
Bruce Houdesheldt-Alliance Title
Bob House-Forecast Homes
Paul Junker-City of R.C.
Bron Leatham-Woodside Homes
Dorian McCoy-First American Title
Tony Meyers-Morton and Pitalo
Steve Miller-Dunsmore Homes
Cindy Mills-Old Republic Title
Jack Nealon-Avant Garde
Jay Pawlik-Pulte Homes
Dennis Rogers-BIA
Mike Sargent-Laborers Local 185
Jack Sevey-Lennar Communities
Bob Shattuck-Lennar Communities
Rebecca Sloan-FCUSD
Gary Stalick-R.C./Gold River Community News
Mike Steiner-Centrex Homes
Jerry Steinke-Cordova RPD
Thom Urie-D.R. Horton
Ardie Zahedani-BIA

Executive Summary

- Duration: September 2003-August 2004
- Purpose: Examine Key Elements of Housing Development
- Subjects:
  - Regional and Local Planning Efforts
  - Infrastructure Needs
  - Funding Mechanisms

Ratio of Jobs to Households

Currently out of balance at 3:1. Ideal 1.5:1.

Recommendations:

- ✓ *Increased production*
- ✓ *Enact policies to encourage diversity of housing types and densities*
- ✓ *Provide incentives for infill development*
- ✓ *Reject inclusionary zoning*
- ✓ *Adopt policies and set goals for all levels of market rate housing*
  - ✓ *Executive; Workforce; Entry Level*

Infrastructure and Funding Mechansims

- ✓ Build backbone in timely manner
- ✓ Encourage regional approach
- ✓ Include all Major Stakeholders within the Eastern portion of Highway 50 Corridor
- ✓ Capital Improvement & funding program to keep transportation projects at pace with growth

City Identity

City Council is encouraged to continue efforts to provide identity via:

- Urban design guidelines at macro level
- Micro guidelines flexible allowing private sector to respond to changing market

Background

- Sept 2003 Housing Task Force established
- Diversity in Membership, nondevelopment Chamber Members encouraged to participate
- First meeting Oct 14, 2003, 12+ since
- Participation has steadily increased
- BIA participation

PURPOSE

- Provide educational forum for non-development members
- Prepare a set of recommended housing policies
- Identify key housing issues

Issues Discussion

- **Experts invited to explore various housing issues**
- **Contributors included:**

  City and County Staff Members

  Private Sector Practictioners

  Elected Officials

Topics

- ✓ **Blueprint Project**-SACOG; Project to project housing and transportation needs through 2050, make recommendations:housing, infill development, mixed use development, etc. Project is being considered in development of City's General Plan
- ✓ **General Plan**-"Vision Book" as interim General Plan incorporaties preferred land use concept of Blueprint Project; required by law to guide city development for the next 10 years;**Aerojet/McDonnell-Douglas agreement**
- ✓ **Infrastructure Needs**
  - ✓ **Transportation/Circulation**-"Mobility Study"; Highway 50 Corridor; Alta-Sunrise Corridor (construction 2008-12); improved east-west circulation within city
  - ✓ **Utilities**-3 Purveyors; County & East Bay Municipal Utility District jointly funding new surface treatment plant providing 85,000 acre feet per year, online by 2010
  - ✓ **Sewer**-Two rate structures: infill development & new development; build-out of USB; SRCSD Interceptor System Master Plan 2000" includes interceptor through Mather Field northerly paralleling Sunrise Blvd connecting to Folsom Blvd (completed 2005-06); funding via user and development fees

Topics (Continued)

- ✓ Community Services
  - ✓ Schools- Projected $77 million in new local bonds needed to match State funds and developer fees (possible annexation of Sunrise-Douglas project not included in estimate)
  - ✓ Parks- Under jurisdiction of Cordova Parks and Rec Dept, independent from City and City Council; parks funded by fees from new developments, maintained by assessment district; District currently preparing new Master Plan for City
  - ✓ Public Safety- Fire Service: Sac Metro Fire Dist; Police services contracted with Sac Co Sheriff's Dep; City Council imposing "police tax" on new development (over & above traditional funding sources); both Fire and Police designing new projects to increase public safety

Infrastructure Funding

After Proposition 13 was passed, public infrastructure was funded by new development rather that local benefit assessment districts.

Impact fees and assessment districts (such as Mello-Roos) are commonly used, sales tax & State funds are rarely used due to other budget priorities.

Workforce Housing/ Inclusionary Zoning

The Rancho Cordova imbalance of jobs to housing (3:1) is even more out of balance than that of the entire State, which is experiencing a severe imbalance.

- Blueprint Project suggests 54,000 units necessary to accommodate City's projected needs

Affordability of Housing

- Lack of supply/shortage of entitled land increases economic pressure on housing prices
- State law requires City General Plan to include Housing Element that provides housing for all income levels

INCLUSIONARY ZONING

- Mandate by local jurisdiction requiring a percentage of housing be priced for certain income levels
- Mandate doesn't provide any subsidies; market rate buyers pay higher price to subsidize mandate
- Inclusionary zoning result is to drive housing prices higher, making housing less affordable for all (April 2004 study released by the Reason Public Policy Institute)

FINDINGS AND RECOMMENDATIONS

- Finding: Ratio of jobs and household units severely imbalanced
- Recommendation: Urge City Council to aggressively facilitate development and production of increased supply via the Housing Element
- Finding: Need for a more diverse supply of housing, particularly workforce and executive
- Recommendation: Encourage City Council to adopt policies/guidelines that support diversity of housing types and densities to enable the market place to respond to the largest segment; consider providing incentives for infill development
- Finding: Inclusionary zoning has demonstrated to be a failed public policy and counter productive to producing affordable housing
- Recommendation: Advocate that City Council facilitate policies encouraging all levels of market-rate housing, establish goals for the various levels, utilize planning and entitlement tools to facilitate actual production. Focus on cooperative partnerships between City and developers versus mandated regulatory policies
- Finding : Backbone infrastructure that keeps pace with new development critical to orderly development that minimizes negative impact of growth
- Recommendation: Urge City Council to provide for timely construction, particularly roads, sewer, water, parks and schools via:
    1. Collaborative Regional Approach
    2. Capital Improvement Program
    3. Develop funding program that identifies all sources of funds on regional basis (public and private) for timely construction of roadway network
- Finding: Rancho Cordova should be more cognizant of urban design issues
- Recommendation: Encourage City Council to continue to pursue definition of identity begun via "Visioning" meetings via macro urban design, while allowing micro urban design to retain flexibility necessary for private sector to respond to changing marketing conditions.

City of Rancho Cordova
Special Meeting of the City Council
Wednesday, March 21, 2005

MINUTES

CALL TO ORDER

The meeting was called to order at 4:30 p.m. by Mayor Cooley and announced the cablecast playback schedule for the meeting.

ROLL CALL

Present: Council Members: Budge, Skoglund and Vice Mayor McGarvey
Absent: David Sander

Staff Present: Abhar, Butler, Carney, Gaebler, Haven, Hare, Howard, Junker, Johns, McMahon

Council Member Sander joined the meeting at 4:46 p.m.

ORAL COMMUNICATIONS

1. Public Comment

   None.

STUDY SESSION

2. **Subject:** Economic Development Vision Plan
   Recommendation: Review, discuss and choose overall emphasis for the City's economic development priorities.

   Economic Development Director Curt Haven gave a presentation of the Economic Development Vision Plan.

OUTCOME: Discussion item only; no action was taken.

ADJOURNMENT

The meeting adjourned at 5:56 p.m.

Respectfully submitted,

Carolyn Butler, Deputy City Clerk

AGENDA ITEM # 4d

CITY OF RANCHO CORDOVA

ORDINANCE NO. 06-2005

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING THE ZONING CODE TO ESTABLISH THE CAPITAL VILLAGE SPECIAL PLANNING AREA AND REZONING PROPERTY FROM MP – INDUSTRIAL/OFFICE PARK TO A COMBINATION OF COMMERCIAL, MIXED-USE AND RESIDENTIAL DISTRICTS ON ASSESSOR PARCEL NUMBERS 072-0680-010 THRU 021, AND 072-0680-034 THRU 038 FOR THE PROJECT KNOWN AS CAPITAL VILLAGE, PROJECT NO. RC-04-123

The City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Purpose and Authority

The purpose of this Ordinance is to amend Title II of the City of Rancho Cordova Zoning Code to establish the Capital Village Special Planning Area ("SPA"), as shown on Exhibit B attached hereto, and rezone the parcels as specified by Exhibit A attached hereto. Section 235-93 of the Zoning Code requires the City to make certain findings in an ordinance establishing a special planning land use area. Some of these findings are included in Section 2 of this Ordinance. Others are included by reference to Exhibit B attached hereto, including: a list of permitted uses in the SPA; performance and development requirements relating to yards, lot area, intensity of development on each lot, parking, landscaping and signs; other design standards appropriate for the proposed project site and development; and a legal description of the property covered by the Ordinance.

Section 2: Findings

1. Finding: The proposal will not have a significant adverse impact on the environment and a Mitigated Negative Declaration has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

   Evidence: On the basis of the Mitigated Negative Declaration, public comments received, and the whole record, there is no substantial evidence that the project will have a significant adverse impact on the environment.

2. Finding: The proposed SPA and rezone will implement and be consistent with goals and policies of the General Plan of the City of Rancho Cordova and the interim General Plan documents that have been adopted by the City Council.

   Evidence: The City's General Plan and adopted interim General Plan documents call for a Local Town Center at the proposed Capital Village site. The SPA and rezone request provides a way to develop a unique mixed-use neighborhood in a critical Rancho Cordova location, consistent with these City plans. The mixed-use neighborhood and Local Town Center proposed by the applicant cannot be accomplished by adoption of any other land use zone.

3. Findings: a. The area included within the SPA Zone has one or more unusual environmental, historical, architectural, or other significant features that justify the adoption of the SPA Zone.

AGENDA ITEM # 5

b. The said unusual features cannot adequately be protected by the adoption of any other use zone.

Evidence: City plans call for a Local Town Center at the proposed Capital Village site. The Town Center concept is unique within the City, both in terms of character and location. The Town Center concept possesses significant features in that it is the only such project proposed in the City. In addition, the project proposed by the applicant, a mixed-use neighborhood and Local Town Center, features very substantial integration among uses, as described in Exhibit B hereto, which is another of its significant features. The uniqueness of the Town Center concept, as well as the unusual design features of applicant's proposed project cannot be accomplished by adoption of any other land use zone. The SPA provides a way to develop a unique mixed-use neighborhood in a critical Rancho Cordova location.

Section 3: Action

The City Council hereby:

1. Amends the Zoning Map of the City of Rancho Cordova for Assessor's Parcel Numbers 072-0680-010 thru 021, and 072-0680-034 thru 038, as shown on Exhibit A attached hereto.

2. Amends Title II of the City of Rancho Cordova Zoning Code to establish the Capital Village Special Planning Area. The amendment will add a Chapter 40 and the following language:

   "Chapter 40: Special Planning Areas

   Article 1: Capital Village Special Planning Area

   The Capital Village Special Planning Area is incorporated by reference into this Zoning Code and kept on file with the City of Rancho Cordova."

3. Adopts the Capital Village Special Planning Area document, attached hereto as Exhibit B, as a regulatory document applicable to Assessor's Parcel Numbers 072-0680-010 thru 021, and 072-0680-034 thru 038.

Section 4: No Mandatory Duty of Care.

This Ordinance is not intended to impose, and shall not be construed or given effect in a manner that imposes, upon the City or any officer or employee thereof a mandatory duty of care towards persons or property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5: Severability.

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or

applications of the Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within 15 days after its passage, a summary of the Ordinance may be published at least five days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to Government Code Section 36933(c)(1).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 4th day of April, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

EXHIBIT A

REZONE

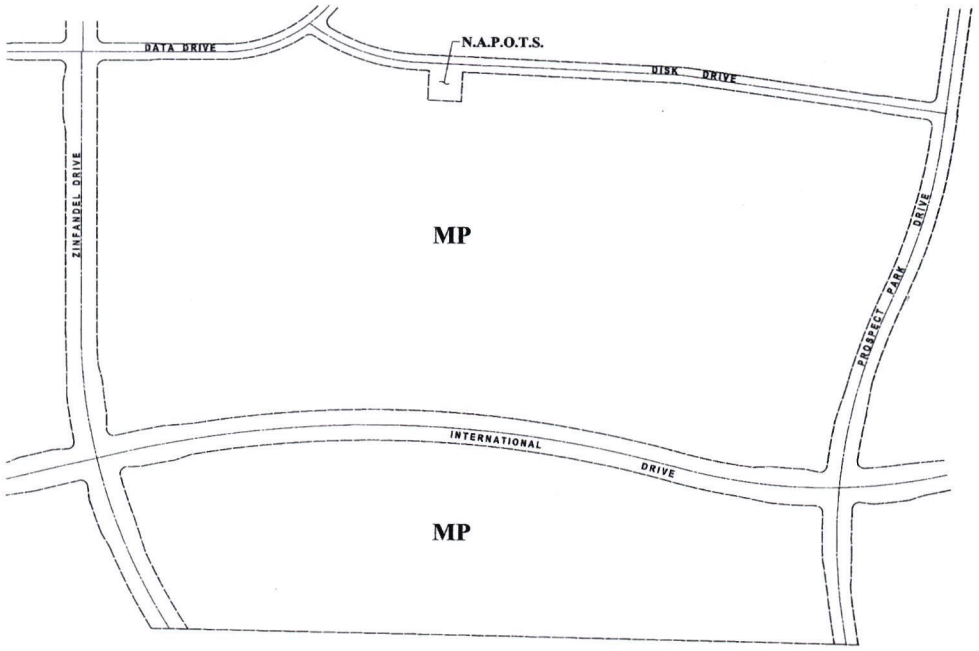
N:\2004\20437 CAPITAL VILLAGE - BEAZER\WORKING\CADD\PLAN\EXHIBITS\20437 EX02 - REZONE EXHIBIT.DWG Feb 17, 2005-02:16 pm RDAVIS

Beazer - CAPITAL VILLAGE

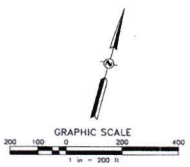
CITY OF RANCHO CORDOVA, CALIFORNIA

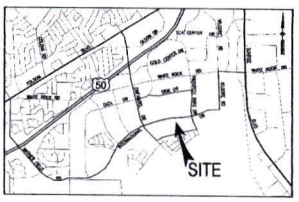
REZONE EXHIBIT

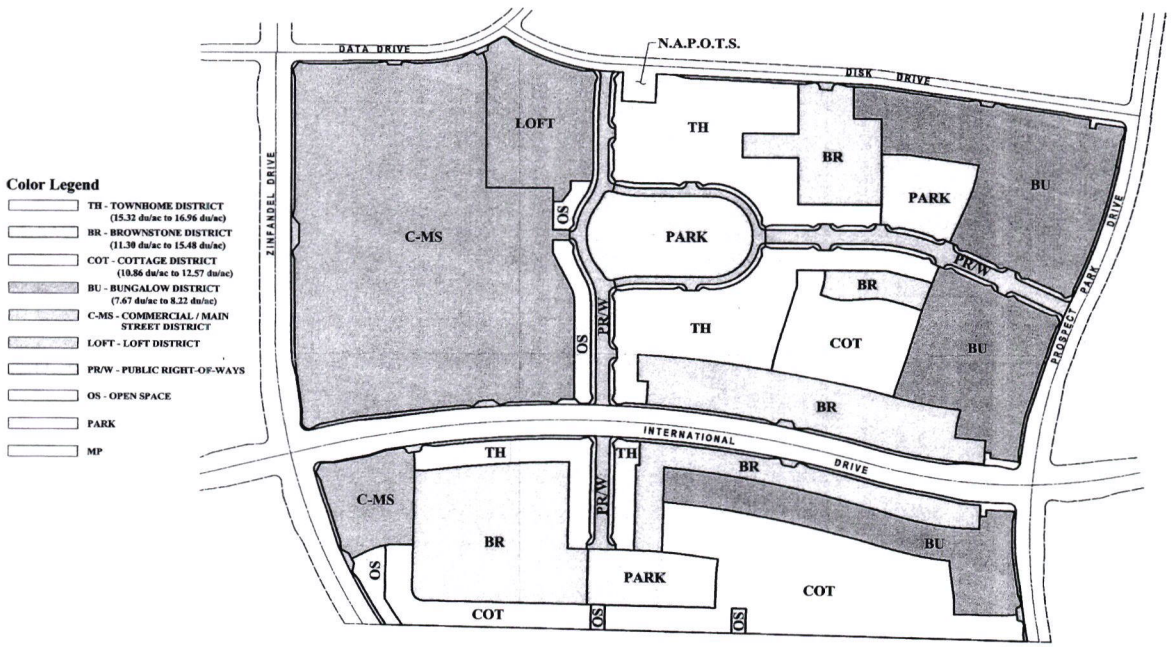
FEBRUARY, 2005



EXISTING ZONING







Color Legend

- TH - TOWNHOME DISTRICT (15.32 du/ac to 16.96 du/ac)
- BR - BROWNSTONE DISTRICT (11.30 du/ac to 15.48 du/ac)
- COT - COTTAGE DISTRICT (10.86 du/ac to 12.57 du/ac)
- BU - BUNGALOW DISTRICT (7.67 du/ac to 8.22 du/ac)
- C-MS - COMMERCIAL / MAIN STREET DISTRICT
- LOFT - LOFT DISTRICT
- PR/W - PUBLIC RIGHT-OF-WAYS
- OS - OPEN SPACE
- PARK
- MP

PROPOSED SPA ZONING

REGISTERED PROFESSIONAL ENGINEER — GARY S. REYNOLDS — No. 42589 — March 31, 2006 — CIVIL — STATE OF CALIFORNIA

MRO ENGINEERS, INC.
2002 Plaza Drive
Rocklin, CA 95765
Phone (916) 783-3838
Fax (916) 783-5003
www.mroengineers.com
ENGINEERING - PLANNING - SURVEYING

EXHIBIT A

EXHIBIT B

CAPITAL VILLAGE SPECIAL PLANNING AREA DOCUMENT

Capital Village Special Planning Area Handbook

Draft 02.22.05

J | D|A

Exhibit B

Project Team

Beazer Homes - Developer
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Suite 100
Roseville, California 95661
Phone: 916. 773.3888

Jeffrey DeMure + Associates – Architects/Planners
Jeffrey DeMure, AIA
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Phone: 916.941.3700

MRO Engineers – Planners/Civil Engineers
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Rocklin, CA 95765-4404
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The HLA Group - Landscape Architects
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City of Rancho Cordova
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Jeff Beiswenger, AICP
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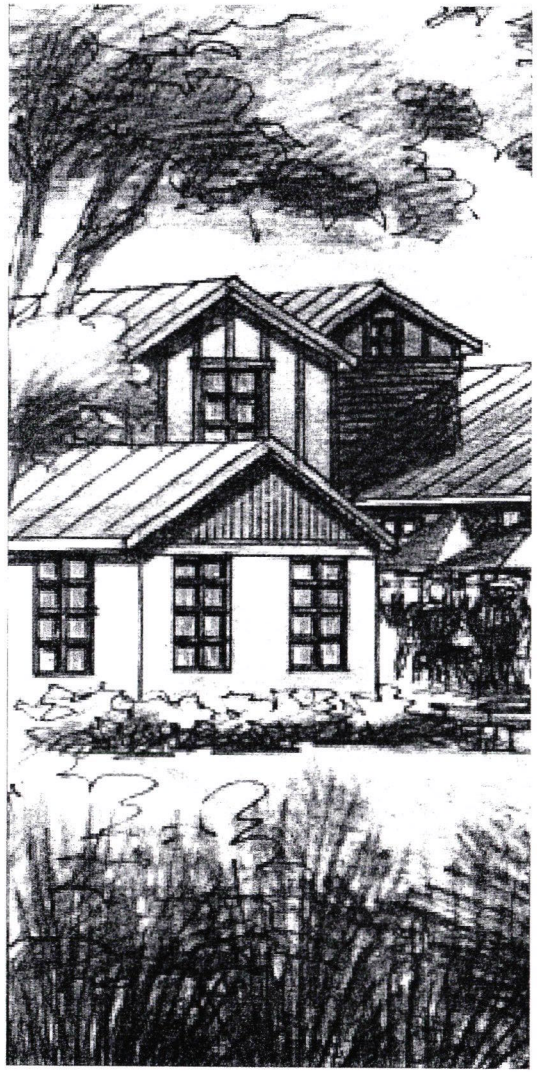
Phone: 941.942.0222



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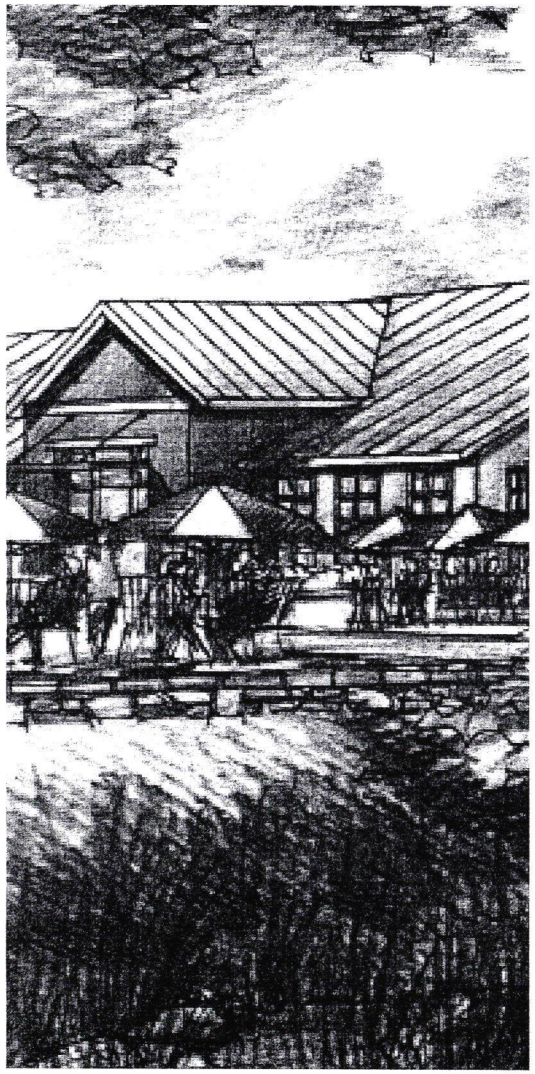

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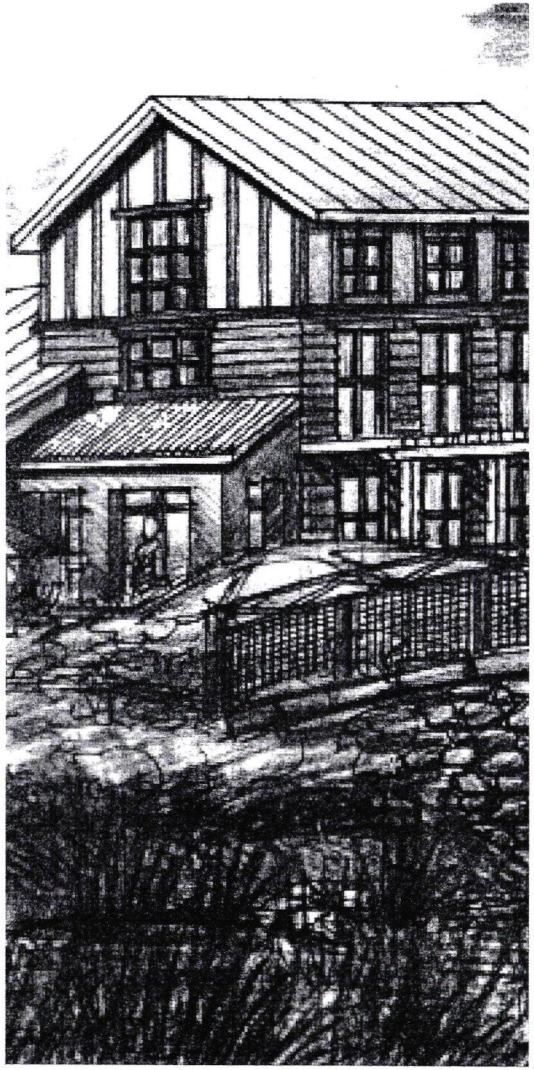

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1. Executive Summary

This Special Planning Area handbook outlines the establishment of the Capital Village Special Planning Area (CVSPA) and provides development guidelines for the design and construction of this new mixed use, town center community in the heart of Rancho Cordova. CVSPA provides a unique opportunity to develop a mixed use Town Center, surrounded by compact, high quality, single-family and multi-family housing. Located at the crossroads of Zinfandel Drive to the west and International Drive to the south, the site offers a unique opportunity to mix commercial and retail uses seamlessly into a high density community made up of individual and distinct 'districts'. Each district draws from innovative site planning and architecture to form a cohesive fabric that fosters connectivity and encourages activity.

The Town Center Main Street includes mixed use buildings with retail on the first floor and executive office space on the second floor. The wide store front walkways will be filled with pedestrian amenities, such as benches, low planter walls, shaded or trellised areas, public art, and outdoor dining to create an exciting pedestrian experiance. Adjacent Loft units with the opportunity for retail activity on the ground floor allow for the Town Center to mature over time and take advantage of flexible solutions with future retail growth. Commercial development to the north and south of Main Street provide a shopping experience that will not only support Capital Village, but the surrounding community as well.

With CVSPA's proximity to the existing Rancho Cordova job base, the Folsom Boulevard Transit Corridor and Highway 50, CVSPA is strongly positioned to be a focal community within Rancho Cordova. In order to accomplish this type of new development, many development standards must be individually crafted to allow for compact design, unique street scenes and cohesiveness amongst diverse housing types. It is for these reasons that the CVSPA has been created and why this community will be unique within Rancho Cordova and the Sacramento Region. CVSPA will draw attention to Rancho Cordova as a leader in the creation of well planned, unique new mixed-use communities.

Capital Village Special Planning Area accomplishes the following City of Rancho Cordova Planning goals:

Capital Village provides a positive image for Rancho Cordova
By accomplishing high profile new development that is consistent with the goals of both the City and of the Developer, a clear message is sent to the development community that Rachno Cordova is ready to support high quality projects..

Capital Village provides a better balance of jobs and housing
Capital Village moves housing into the heart of one of Rancho Cordova's largest job bases. Not only does Capital Village provide housing within bicycle and walking distance of employment, but it also provides retail and dining opportunities for local area employees.

Capital Village enriches the creation of Rancho Cordova as a desirable place to live, work, learn, and play
By combining a variety of housing types with mixed use, retail development and signature parks in a job intense area of Rancho Cordova, Capital Village intensifies the vision of Rancho Cordova as a place not just to work, but to reside and recreate as well.

Capital Village is an improved quality of development which seeks to "create places" which are memorable and vibrant
The Stakeholders for Capital Village have never taken the position of "business as usual". Starting with the early involvement of City leaders and planning, through an intense charrette and with careful and thoughtful consideration of the entire development, Capital Village will be a lasting testament as to how "place making" is accomplished.

Capital Village brings compact, mixed-use development (higher intensity and residential densities) to the Heart of Rancho Cordova
With density ranges of 9-15 units to the acre and housing that ranges from single-family detached to multi-family and live/work, as well as retail and office, Capital Village truly brings high intensity uses in a variety of forms to Rancho Cordova.

Capital Village develops walkable neighborhoods and a pedestrian orientation to parks with public access, trails in open space areas, and trails that link to parks
Capital Village is designed around a series of parks and trails that link, not only internally, but reach out to the rest of Rancho Cordova. Parks are designed to match the urban nature of the development, and each has been conceived to provide a different experience and use.

CVSPA also blends into the General Plan fabric of Rancho Cordova. CVSPA is, by design, a Local Town Center and has been placed where a local town center is designated in the General Plan Land Use Map. Although CVSPA is not by intent a transit-oriented development, it does provide opportunities for transit in the form of bus and transit stops at the perimeter and the core of Main Street. In addition to being a Town Center, the project is likely to be included in the eventual "Downtown District" of Rancho Cordova. This district designation extends north of Highway 50 to include both sides of Folsom Boulevard and south of Highway 50 to include International Drive and Zinfandel Drive and will accommodate a wide range of retail, service, entertainment and significant employment uses, in addition to a new civic center. CVSPA is in very close proximity to Highway 50, which gives it easy accessibility to residents, employees and visitors alike. The proximity to this major travel route, as well as the likely signage that could encourage more visitors, places Capital Village in the position to improve the image of Rancho Cordova.

Currently zoned MP, which allows controlled groupings of research, service, and light industrial uses within an area containing visual and operational amenities, it is through the adoption of the CVSPA and the re-zoning of the site that several unique districts will be created. The re-zoning will allow the development of the wide variety of residential, retail, office and mixed uses that combine to become Capital Village.

1.1 Capital Village Key Design Principles

1. Capital Village provides a balanced mix of land uses, including a variety of housing types, commercial, mixed use and parks and open space, to meet the needs of, not only its residents, but the larger community as well.

2. Capital Village provides Pedestrian-Friendly villages, which are walkable in size with a Town Center at the heart of the community. The Town Center provides a destination for social interaction among local residents and the community at large.

3. The focus of the Town Center is "Main Street," which will feature shops, restaurants and other active uses intended to create visual interest, pedestrian activity and a focal point for the Town Center.

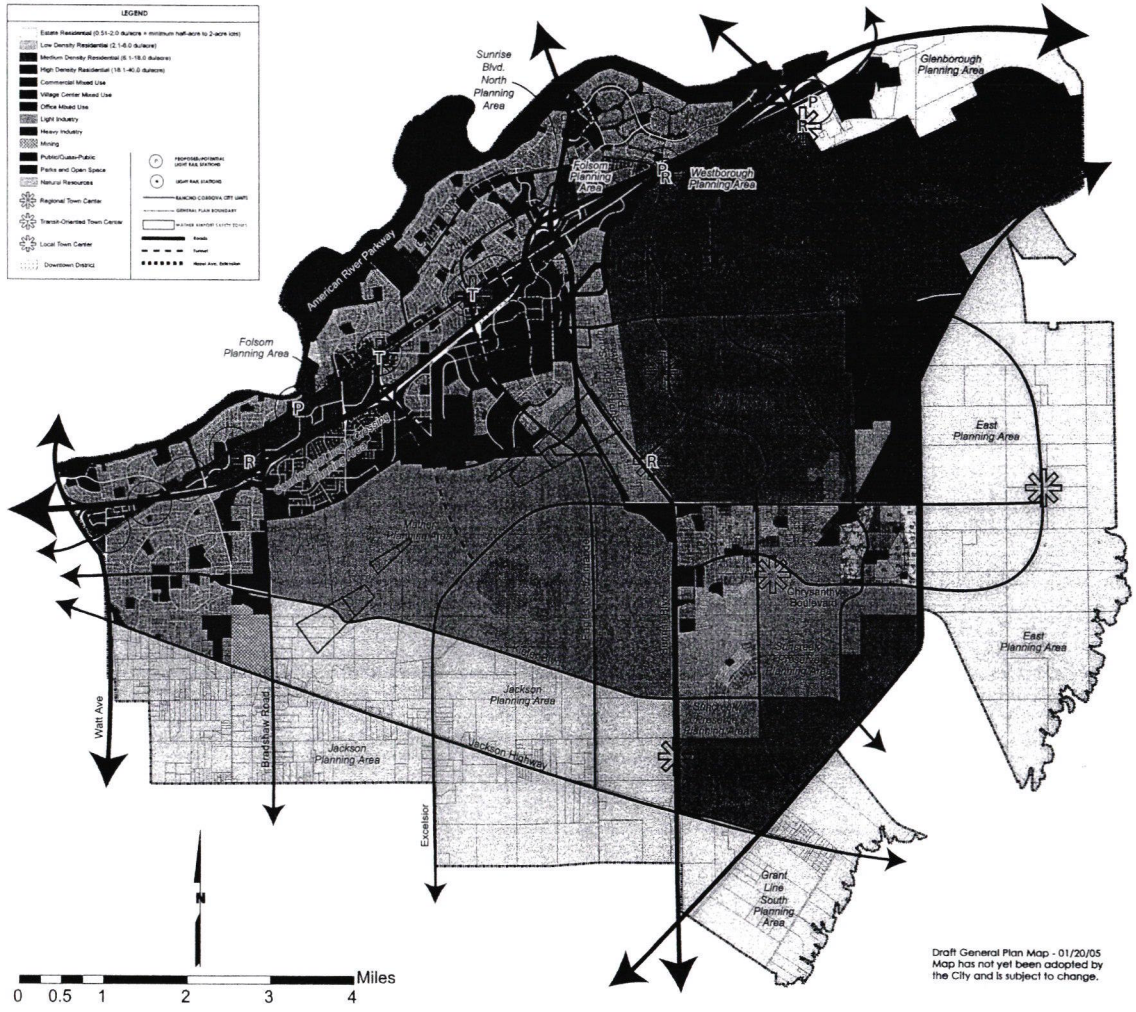
4. Capital Village's residential housing is organized into distinct districts. These districts provide a diversity of housing types that include attached town homes, live/work town homes, lane-loaded narrow lot homes and small lot homes. Each housing type minimizes the dominance of the garage by utilizing architectural and planning principles that add to the unique character of the community.

5. Vehicle, bicycle, pedestrian, and transit connectivity are key planning principles used to form Capital Village. Separated sidewalks have been used wherever possible to enhance safety for pedestrians. Street sections have been designed to reduce traffic speeds. Pedestrian connections have been made to the existing community to the south which effectively extends access to the Town Center for adjacent residents. A system of walkways, paseos and sidewalks have been carefully designed to provide ease of access to all of the community.

6. Great importance has been placed on designing a community free of sound walls and self-imposed development barriers. Wherever possible, houses have 'architecture to the street' with garages placed at the rear and accessed from lanes or alleys. Three-story town homes surround the central green to create a backdrop that gives a sense of definition without separating the community.

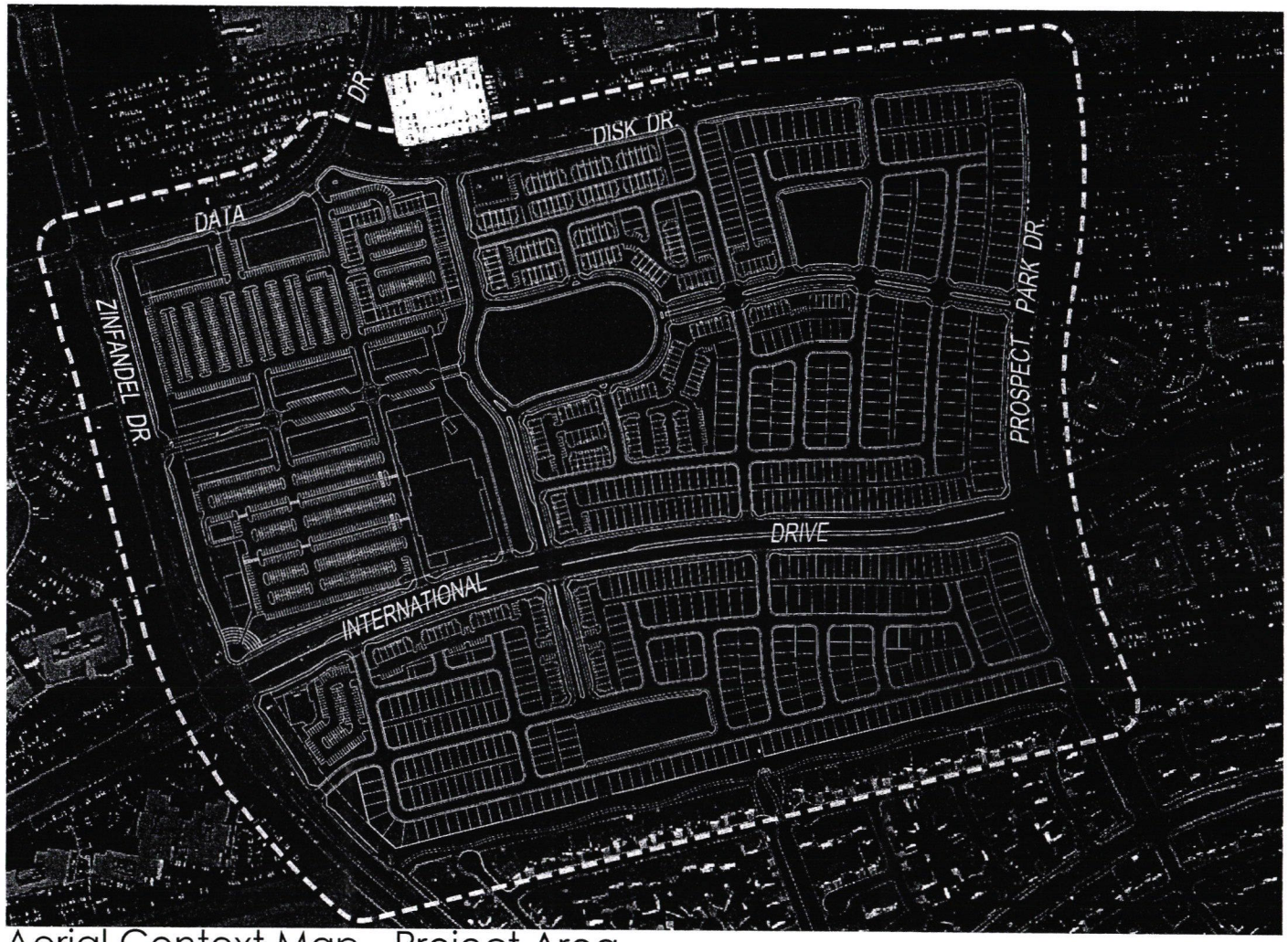
1.2 Project Context

CVSPA is surrounded on the north, east and west by the Capital Center Business Park. To the south is the existing Villages of Zinfandel residential neighborhood. Primary Access to the project is provided via Zinfandel Drive which connects to Highway 50 and Folsom Boulevard and Douglas Road to the south, eventually leading to the Jackson Highway. Secondary access is provided by International Drive, which bisects the Site into North and South sections. International Drive leads west to Mather Field Road as well as Highway 50, and is proposed to lead east to Sunrise Boulevard. Other tertiary connections are Prospect Park Drive to the East and Data and Disk Drives to the North.



Relationship to Draft General Plan Map

Aerial Context Map



Aerial Context Map - Project Area

2. Land Use

2.1 Residential Uses

2.1.1 The Bungalow District
This district includes single-family detached homes on lots of 3600 square feet (40'x90'). The average density for the Bungalow District is 8-9 DU/Acre. The Bungalow District is comprised of 151 units and accounts for 18 percent of the total housing units for Capital Village.

2.1.2 The Cottage District
This district includes single family detached homes on lots of 2450 square feet (35'x70'). The average density for the Cottage District is 11-12 DU/Acre. The Cottage District is comprised of 163 units and accounts for 19.5 percent of the total housing units for Capital Village.

2.1.3 The Brownstone District
This district includes single family detached homes on lots of 1904 square feet (28'x68'). The average density for the Cottage District is 13-14 DU/Acre. The Brownstone District is comprised of 257 units and accounts for 31 percent of the total housing units for Capital Village.

2.1.4 The Town Home District
This district includes single family attached homes in six-plex building configurations. Some building configurations allows for the inclusion of "Live-Work " units that allow for the ground floor of the three story Town Homes to be used for professional home based businesses. The average density for the Town Home District is 15-16 DU/Acre. The Town Home District is comprised of 222 units and accounts for 26.5 percent of the total housing units for Capital Village.

2.2 Mixed Uses

2.2.1 The Loft District
This district includes single family attached homes in courtyard building configurations. This district is made up of buildings that are designed to accommodate a retail use on the first of three floors while allowing a residential use on the upper two floors. Initially the units will be offered as completely residential in nature and as Capital Village matures the possibility for growing retail uses can be accommodated. The average density for the Loft District is 10 DU/Acre. The Loft District is comprised of 43 units and accounts for 5 percent of the total housing units for Capital Village.

2.3 Non-Residential Uses

2.3.1 Commercial and Main Street District
This district allows for a wide variety of commercial retail and service uses serving the needs of the local Rancho Cordova community as well as Capital Village. Uses may include shopping centers, including grocery stores, restaurants, home improvement stores, and department stores. Other uses include boutique uses such as executive offices, bookstores, cafes, salons, and specialty shops.

2.3.2 Neighborhood Parks
Parks provide active and passive recreational and contemplative spaces within the Capital Village special planning area.

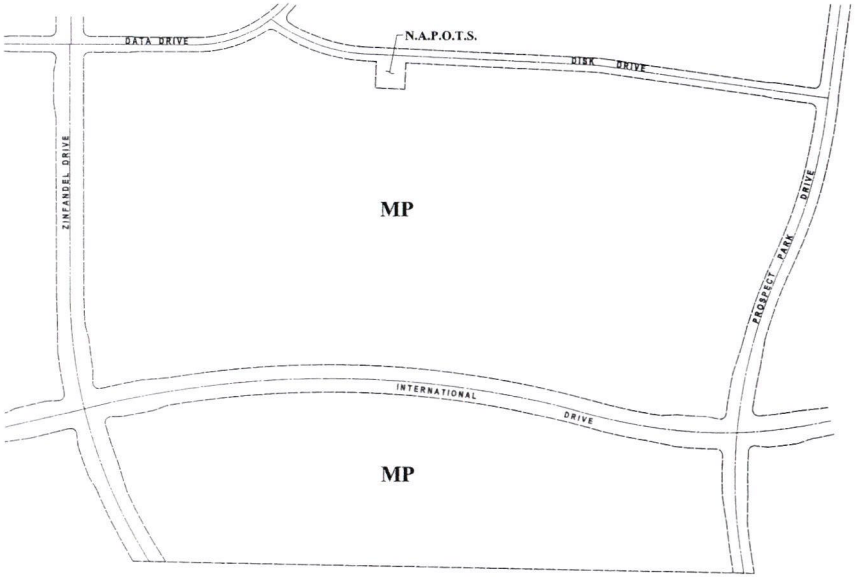
2.3.3 Open Space
Open space provides passive landscape opportunities and view corridors for areas not usually suitable for active or passive recreation, such as water quality basins and landscape easements.

Beazer - CAPITAL VILLAGE

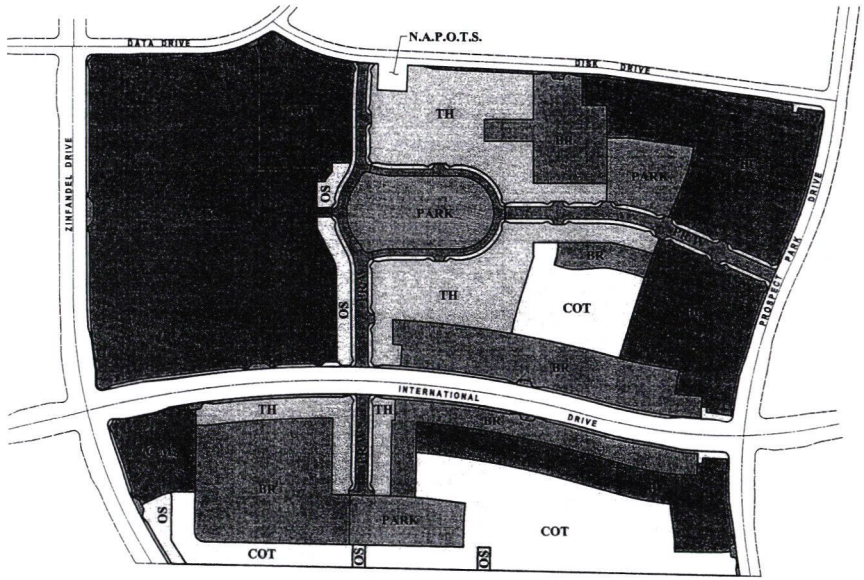
CITY OF RANCHO CORDOVA, CALIFORNIA

REZONE EXHIBIT

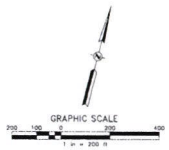
FEBRUARY, 2005



EXISTING ZONING



PROPOSED SPA ZONING



Color Legend

- TH - TOWNHOME DISTRICT (15.32 du/ac to 16.96 du/ac)
- BR - BROWNSTONE DISTRICT (11.30 du/ac to 15.48 du/ac)
- COT - COTTAGE DISTRICT (10.86 du/ac to 12.57 du/ac)
- BU - BUNGALOW DISTRICT (7.67 du/ac to 8.22 du/ac)
- C-MS - COMMERCIAL / MAIN STREET DISTRICT
- LOFT - LOFT DISTRICT
- PR/W - PUBLIC RIGHT-OF-WAYS
- OS - OPEN SPACE
- PARK
- MP

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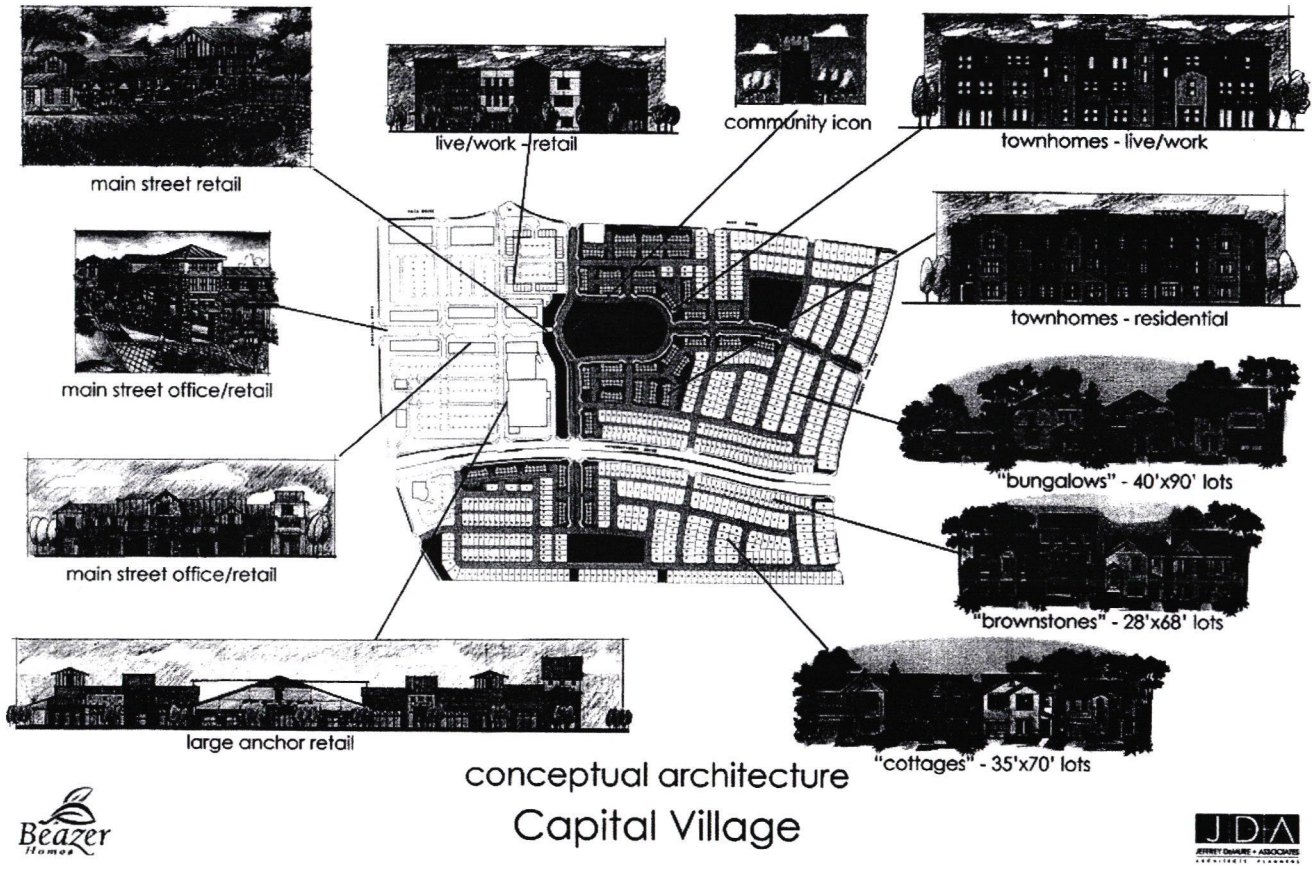
3. Development Standards

3.1 Land Use Standards

Land Use Standards are provided to establish the requirements for setbacks, building heights, lot coverage and maximum allowable densities within each district.



3.2 The Bungalow District

3.2.1 Description

The Bungalow district offers the largest lot size within Capital Village. Lots are lane loaded from the rear of the house, providing a street scene free of garage doors. The Bungalow District is comprised of 3 villages; one at the corner of Disk Drive and Prospect Park Drive, one at the corner of Prospect Park Drive and International Drive, and one at south International Drive along Prospect Park Drive. Within the Bungalow district, there will be 12 house variations -- 4 floor plans with 3 elevation styles.

cal bungalow craftsman early california craftsman

Typical Streetscape

3.2.2 *Architectural Styles*

The Bungalow District is comprised of three architectural styles: Early California, Craftsman and California Bungalow

Early California

The Early California style is derived from Spanish colonial and Monterey styles unique to California's early history. Simple forms and gable roofs are combined to create the "massing," while porches, window trims and gable details complete the style.

Craftsman

The Craftsman style is largely inspired by the work of Charles and Henry Greene who developed the style in the early 1900's with influences from the English arts and crafts movement, as well as their interest in oriental wooden architecture. The style combines front or cross-gabled roofs with long overhangs, decorative barge rafters, and substantial porch columns. Also widely used in the style, are "knee-braces" and exposed beams at the gable ends. Shingle siding is used to accent prominent features of the elevations and gives added opportunity for color enhancement.

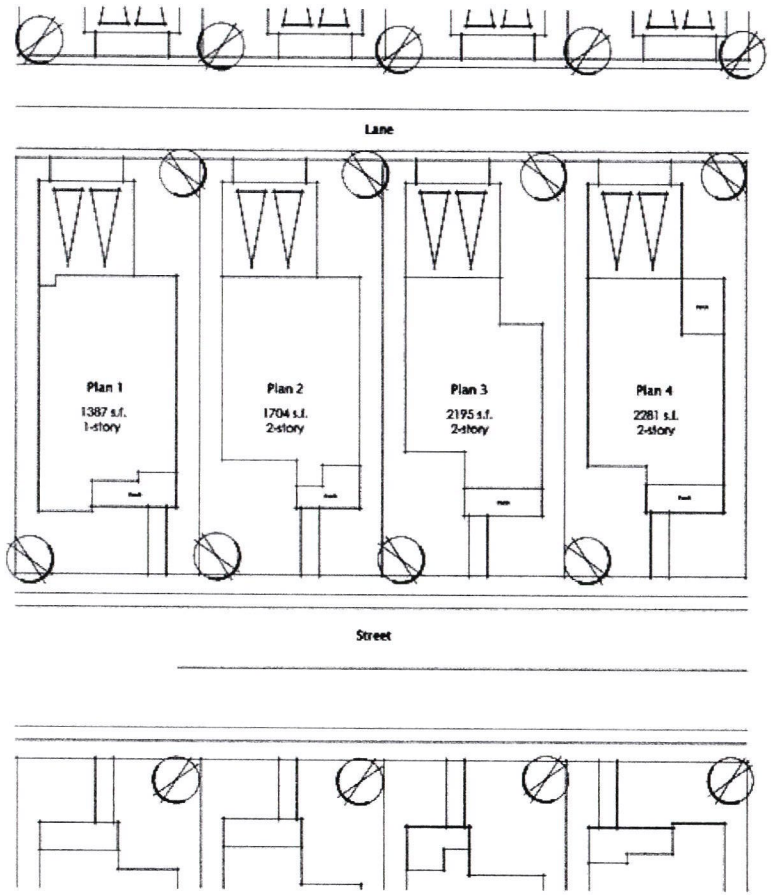
California Bungalow

The California Bungalow is a derivative of the Craftsman style, sharing many of the same major details but in a more refined, simplified application. Horizontal siding replaces the heavier shake siding.

3.2.3 Permitted Uses

Permitted uses include:

1. Permanent Single Family dwellings.
2. Temporary Sales offices and Model Homes.
3. Home occupations as allowed in the City of Rancho Cordova Zoning Code Title II, Article I, Chapter 1, Article 1.



3.2.4 Standards Table

Density	8-9 DU/Acre

Lot Requirements

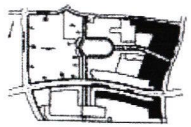
Minimum Lot Size	3600 square feet
Minimum Lot Width	40'
Minimum Corner Lot Width	47.5'
Minimum Lot Depth	90'
[1]Maximum Lot Coverage	61%

Setback Requirements

Front Yard	12.5'
Side Yard	5'
Corner Side Yard	12.5'
Alley/Rear Yard	5'/10'
Maximum Building Height	37' (3 stories)

1 Coverage includes garage, living and covered porch areas.

Parking provided at 2 covered spaces per unit



site key

3.2.5 Design Review

This project is subject to the City of Rancho Cordova Design Review process. In addition to other City design requirements, all residential units within the Bungalow District shall meet the following general design guidelines:

- Each unit shall provide direct access to the public sidewalk system (e.g. a paved sidewalk connecting the porch/front entry to the public sidewalk.)
- To encourage safe neighborhood design, each unit shall be designed to allow adjacent open space, sidewalks and parking areas to be monitored from within residential units.
- Landscaping shall be approved through the design review process and shall be compatible with architecture.
- Repetition between adjacent lots and along streetscapes shall be avoided by varying the placement of the four styles, each with three facade variations throughout the Bungalow District (see page 15).
- The design of each residential unit shall incorporate the architectural details specified under Architectural Styles (see page 15).
- Roof forms and variation in structural massing shall be used to reduce the bulk of residential units.
- All facades, particiuarly the front facade, shall include architectural details which provide depth, interest and variation to avoid a "flat" appearance.
- Window design shall provide visual interest with insets, trim details, shutters (mounted adjacent and to scale with the windows) and other details. Windows flush with the facade with no trim detail are prohibited on all facades. Dwellings adjacent to International Drive shall use windows which reduce sound transmission.
- Encouraged materials include:
  - Smooth stucco finishes
  - "Style-appropriate" stone
  - Tile roof elements
  - Wood columns and beams
  - Wood shutter elements

3.3 The Cottage District

3.3.1 Description

The Cottage District offers the second largest lot size within Capital Village. Lots are traditional in nature with a zero lot line configuation and a tandem 2-car garage. The Tandem Garage utilizes a single 8' wide garage door which mitigates the dominance of the garage to the street. The Cottage District is comprised of 2 villages: one at the center of the northern half of Capital Village, and one at the southern-most half of Capital Village adjacent to the existing walking trail and the Villages at Zinfandel. Within the Cottage District, there will be 12 house variations -- 4 floor plans with 3 elevation styles.

cottage normandy cottage spanish

Typical Streetscape

3.3.2 *Architectural Styles*

The Cottage District is comprised of three architectural styles: Cottage, Spanish and Normandy.

Cottage

The Cottage style is based upon English architecture originally brought to the colonies. Cross gabled roof forms coupled with steeply pitched forward roof elements and porches are the major components of the style. Wide horizontal siding and plank shutters add texture and detail while simple trims punctuate the windows.

Spanish

The Spanish style is derived from Spanish eclectic homes popular in the 1930's and 1940's. Gable roof forms, 's' tile roofs and canales (clay tiles at the gable ends) complete the basic form. Shaped gable corbels, arches and plank shutters add detail and complete the style.

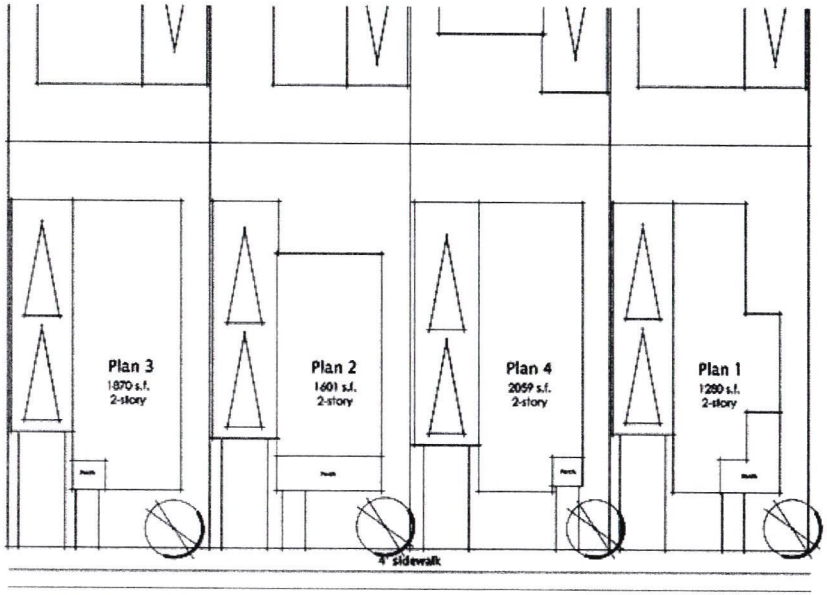
Normandy

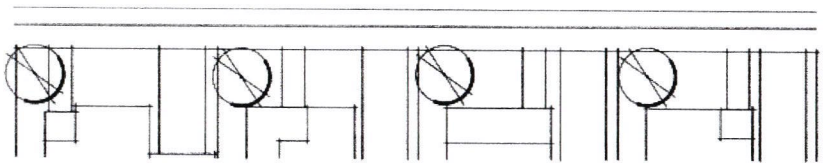
Inspired by French domestic architecture, the Normandy style shares many of its basic components with the Cottage style. The Normandy style, however is more refined, and has a much more vertical emphasis in the basic massing. Gently sloping gable corbels, curved porch brackets and 'z' brace shutters complete the style.

3.3.3 Permitted Uses

Permitted uses include:

1. Permanent Single Family dwellings.
2. Temporary Sales Offices and Model Homes.
3. Home occupations as allowed in the City of Rancho Cordova Zoning Code Title II, Article I, Chapter 1, Article 1.





3.3.4 Standards Table

Density	11-12 DU/Acre

Lot Requirements

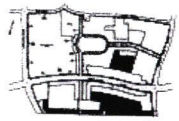
Minimum Lot Size	2450 square feet
Minimum Lot Width	35'
Minimum Corner Lot Width	42.5'/47.5'[1]
Minimum Lot Depth	70'
[3]Maximum Lot Coverage	61%

Setback Requirements

Front Yard	10'/18'[2]
Side Yard	0'/5'
Corner Side Yard	12.5'
Rear Yard	10'
Maximum Building Height	37' (3 stories)

1 End units at opposite ends of blocks containing zero lot line units must compensate for teh additional 5' setback at one bloack end unit.
2 10' setback to porch or living areas, 18' to garage.
3 Coverage includes garage, living and covered porch areas.

Parking provided at 2 covered spaces per unit



site key

3.3.5 Design Review

This project is subject to the City of Rancho Cordova Design Review process. In addition to other City design requirements, all residential units within the Cottage District shall meet the following general design guidelines:

- Each unit shall provide direct access to the public sidewalk system (e.g. a paved sidewalk connecting the porch/front entry to the public sidewalk.)
- To encourage safe neighborhood design, each unit shall be designed to allow adjacent open space, sidewalks and parking areas to be monitored from within residential units.
- Landscaping shall be approved through the design review process and shall be compatible with architecture.
- Repetition between adjacent lots and along streetscapes shall be avoided by varying the placement of the four styles, each with three facade variations throughout the Cottage District (see page 18).
- The design of each residential unit shall incorporate the architectural details specified under Architectural Styles (see page 18).
- Roof forms and variation in structural massing shall be used to reduce the bulk of residential units.
- All facades, particiuarly the front facade, shall include architectural details which provide depth, interest and variation to avoid a "flat" appearance.
- Window design shall provide visual interest with insets, trim details, shutters (mounted adjacent and to scale with the windows) and other details. Windows flush with the facade with no trim detail are prohibited on all facades. Dwellings adjacent to International Drive shall use windows which reduce sound transmission.
- Driveway widths shall be limited to a maximum of 10 feet to allow adequate space for on-street parking between driveways.
- All street-facing garage doors shall incorporate details to provide visual interest, such as windows, paneling, depth and trim.
- Encouraged materials include:
  - Smooth stucco finishes
  - "Style-appropriate" stone
  - Tile roof elements
  - Wood columns and beams
  - Wood shutter elements

3.4 The Brownstone District

3.4.1 Description

The Brownstone District offers the third largest lot size within Capital Village. Lots are lane loaded from the rear of the house, providing a street scene free of garage doors. The lots also utilize a zero lot line configuration which creates a more urban street scene. The Brownstone District is comprised of several villages. Two villages follow International Drive at the east end of Capital Village. One is located in the southern half of Capital Village at the west end, and two are located in the northern half flanking the internal east west road. Within the Brownstone District, there will be 16 house variations -- 4 floor plans with 4 elevation styles.

italianate shingle national americana

Typical Streetscape

3.4.2 *Architectural Styles*

The Brownstone District is comprised of four architectural styles: National, Americana, Shingle and Italianate.

National

The National style takes its design cues from late 1800's homes that were built throughout the United States. Gable roof forms utilizing a moderate pitch, coupled with simple massing, form the basis of the style. Horizontal siding in key areas, panel shutters and full window surrounds complete the style.

Americana

Americana finds its roots in American farmhouses. This style offers a more refined interpretation with full window surrounds simple porch brackets and steeply pitched roofs.

Shingle

As the name implies, shingles are used as one of the materials for this style. Full window surrounds, gable brackets and radii at the porch soffits are other tell-tale signs.

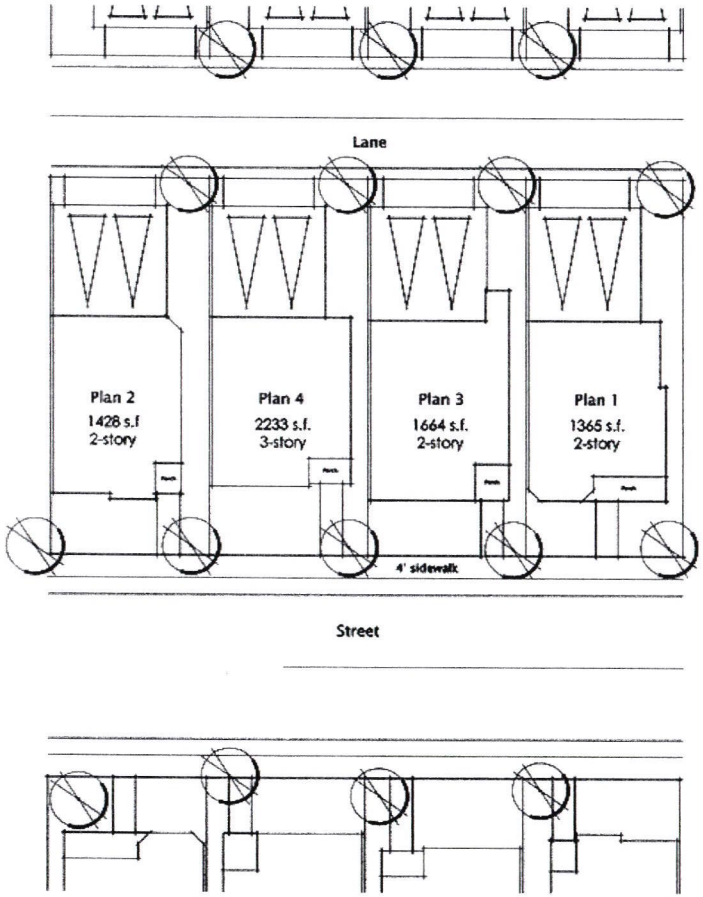
Italianate

Based on the popular homes of the late 1800's, the Italianate style is derived from this picturesque architectural movement. Featuring simple gable roof forms, enhanced by repetitive brackets and sub rakes, this style is the most formal of the group.

3.4.3 *Permitted Uses*

Permitted uses include:

1. Permanent Single Family dwellings.
2. Temporary Sales offices and Model Homes.
3. Home occupations as allowed in the City of Rancho Cordova Zoning Code Title II, Article I, Chapter 1, Article 1.



3.4.4 *Standards Table*

Density	13-14 DU/Acre

Lot Requirements

Minimum Lot Size	1904 square feet
Minimum Lot Width	28'
Minimum Corner Lot Width	33'/38' [1]
Minimum Lot Depth	68'
[3]Maximum Lot Coverage	70%

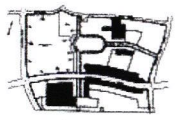
Setback Requirements

Front Yard	10'
Side Yard	0'/5'
Corner Side Yard	10'
Rear Yard	5/10'[3]

Maximum Building Height	37' (3 stories)

1 End units at opposite ends of blocks containing zero lot line units must compensate for the additional 5' setback at one block end unit.
2 Coverage includes garage, living and covered porch areas.
3 5' to garage, 10' to living on first floor/5' to living on second floor.

Parking provided at 2 covered spaces per unit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3.4.5 *Design Review*

This project is subject to the City of Rancho Cordova Design Review process. In addition to other City design requirements, all residential units within the Brownstone District shall meet the following general design guidelines:

- Each unit shall provide direct access to the public sidewalk system (e.g. a paved sidewalk connecting the porch/front entry to the public sidewalk.)
- To encourage safe neighborhood design, each unit shall be designed to allow adjacent open space, sidewalks and parking areas to be monitored from within residential units.
- Landscaping shall be approved through the design review process and shall be compatible with architecture.
- Repetition between adjacent lots and along streetscapes shall be avoided by varying the placement of the four styles, each with four facade variations throughout the Brownstone District (see page 21).
- The design of each residential unit shall incorporate the architectural details specified under Architectural Styles (see page 21).
- Roof forms and variation in structural massing shall be used to reduce the bulk of residential units.
- All facades, particiuarly the front facade, shall include architectural details which provide depth, interest and variation to avoid a "flat" appearance.
- Window design shall provide visual interest with insets, trim details, shutters (mounted adjacent and to scale with the windows) and other details. Windows flush with the facade with no trim detail are prohibited on all facades. Dwellings adjacent to International Drive shall use windows which reduce sound transmission.
- Encouraged materials include:
  - Smooth stucco finishes
  - "Style-appropriate" stone
  - Tile roof elements
  - Wood columns and beams
  - Wood shutter elements

3.5 The Town Home District

3.5.1 Description

The Town Home District offers attached, for-sale homes in Capital Village. The Town Home District is comprised of three villages. Two villages surround the town green in the northern half of Capital Village, and one village flanks the major entrance to the southern half on axis with the southern park.

3.5.2 Architectural Styles

The Town Home District is comprised of five architectural stypes: Eclectic, Normandy, National, Italianate and Shingle. These styles are combined within each building to create distinctions between each home for individuality and character.

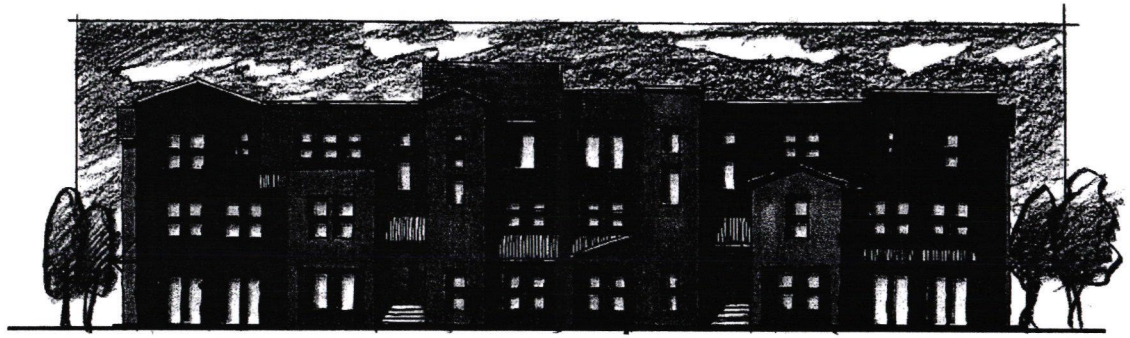
The Town Home District combines the architectural styles of the Bunglaow, Cottage and Brownstone districts to create composite buildings that make the transition between single family detached homes and the multi-family, for sale, town homes. Additionally, an eclectic architectural style is introduced which serves to make the transition from the multi-family, Town Home district to the Town Center district. Two building types are used as the basis for the architectural styles. The first building type has a more traditional residential character and is the transition from single-family detached homes. The second building type includes "live/work" units and takes on a more eclectic character to become the transition from residential to Town Center.

Village - Residential

Using styles found in the Bungalow, Cottage and Brownstone districts, the Residential Town Homes are designed to give an impression of being built over time. Each individual unit has its own unique architectural identity, enhanced by separate but compatible color schemes.

Urban - Live/Work

Designed to give an urban backdrop to the Town Green, these "Live/Work" Town Homes feature an eclectic architectural style. Each unit has its own unique character, while remaining compatible with each of the other residences within the building. The end units of each building feature "live/work" units, punctuated with more storefront like glass and suspended awnings or metal roof elements.



3.5.3 *Permitted Uses*

Permitted uses include:

1. Permanent Single Family dwellings.
2. Temporary Sales offices and Model Homes.
3. Home occupations including professional service occupations (i.e., CPA, Attorney, and Architect) and as allowed in the City of Rancho Cordova Zoning Code Title II, Article I, Chapter 1, Article 1.

3.5.4 *Standards Table*

Density	15-16 DU/Acre

Lot Requirements

Minimum Lot Size	as depicted
Minimum Lot Width	as depicted
Minimum Corner Lot Width	as depicted
Minimum Lot Depth	as depicted
[1]Maximum Lot Coverage	80%

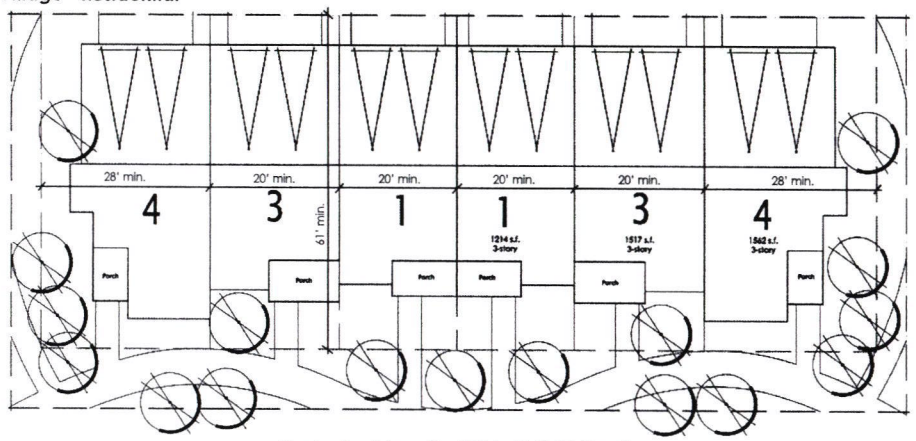
Setback Requirements

Front Yard	10' min.
Side Yard	5' min. at ends
Corner Side Yard	per site plan
Alley/Rear Yard	5'
Maximum Building Height	37' (3 stories)

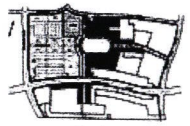
1 Coverage includes garage, living and covered porch areas.

Parking provided at 2 covered spaces per unit + .6 guest spaces per unit

Village - Residential



5' min. to sidewalk - 23' to R.O.W (front)
20' min. between buildings (side to side)
25' min between buildings (front to back)



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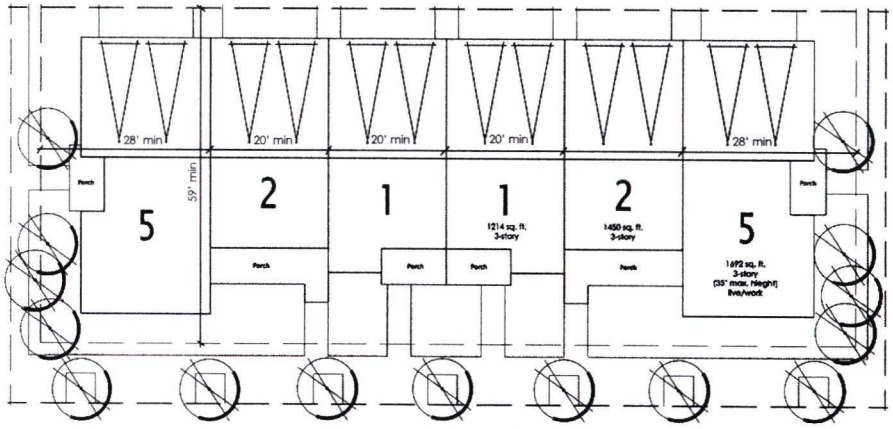
Urban - Live/Work



5' min. to sidewalk - 23' to R.O.W (front)
20' min. between buildings (side to side)
25' min between buildings (front to back)

3.5.5 Design Review

This project is subject to the City of Rancho Cordova Design Review process. In addition to other City design requirements, all residential units within the Town Home District shall meet the following general design guidelines:

- Each unit shall provide direct access to the public sidewalk system (e.g. a paved sidewalk connecting the porch/front entry to the public sidewalk.)
- To encourage safe neighborhood design, each unit shall be designed to allow adjacent open space, sidewalks and parking areas to be monitored from within residential units.
- Landscaping shall be approved through the design review process and shall be compatible with architecture.
- Repetition between adjacent lots and along streetscapes shall be avoided by varying the placement of the four styles, each with four facade variations throughout the Town Home District (see page 23).
- The design of each residential unit shall incorporate the architectural details specified under Architectural Styles (see page 23).
- Roof forms and variation in structural massing shall be used to reduce the bulk of residential units.
- All facades, particiuarly the front facade, shall include architectural details which provide depth, interest and variation to avoid a "flat" appearance.
- Window design shall provide visual interest with insets, trim details, shutters (mounted adjacent and to scale with the windows) and other details. Windows flush with the facade with no trim detail are prohibited on all facades. Dwellings adjacent to International Drive shall use windows which reduce sound transmission.
- Encouraged materials include:
  - Smooth stucco finishes
  - "Style-appropriate" stone
  - Tile roof elements
  - Wood columns and beams
  - Wood shutter elements

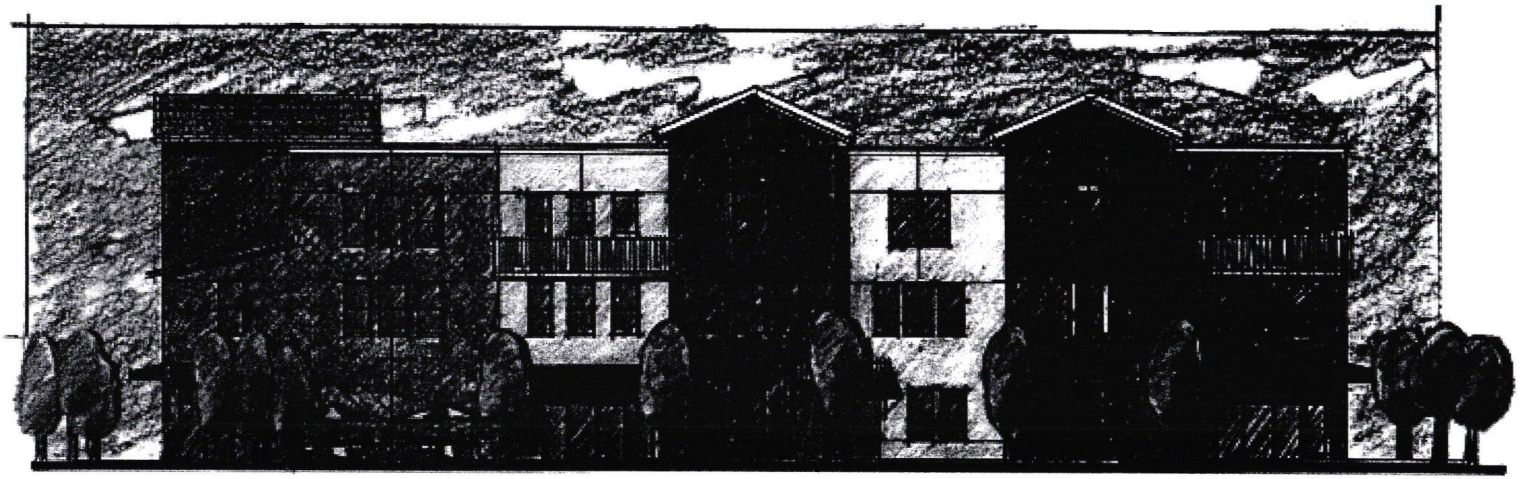
3.6 The Loft District

3.6.1 Description

The Loft District allows for mixed-use, residential over retail, for-sale units near the Commercial and Main Street districts. The units are three stories, with the 1st floor available for use as retail, and the upper two floors acting as a loft type home. Initially the units will all be sold as residences. As Capital Village matures and its demand for retail becomes more sophisticated, the units will be available for conversion to a retail use.

3.6.2 Architectural Styles

The Loft District is comprised of an Eclectic, Urban architectural style combined within each building to create distinctions between each mixed use unit for individuality and character.

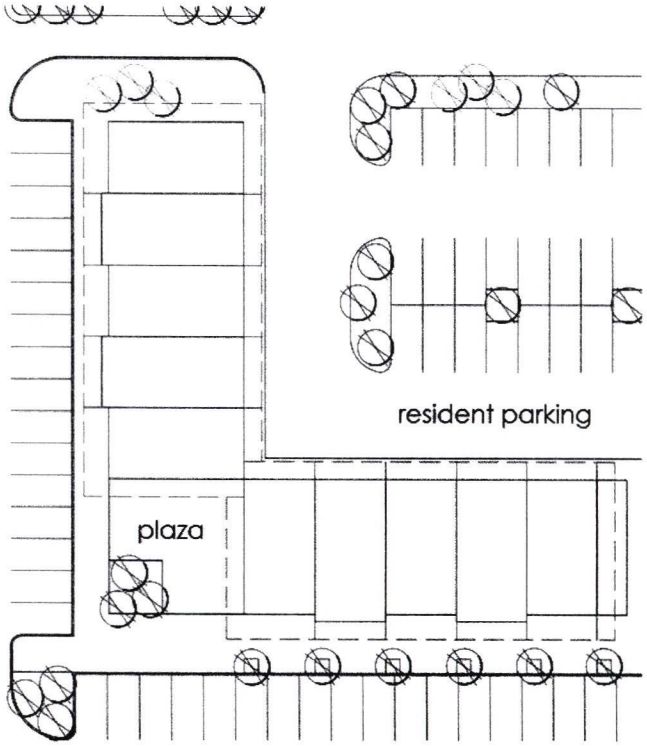


Retail Live/Work

3.6.3 *Permitted Uses*

Permitted uses include:

1. Permanent Single Family dwellings.
2. Temporary Sales offices and Model Homes.
3. Home occupations as allowed in the City of Rancho Cordova Zoning Code Title II, Chapter 1.
4. Commercial Retail uses as allowed in the City of Rancho Cordova Zoning Code Title II, Chapter 25 with the following listed exceptions.



3.6.4 *Prohibited Uses*

1. Gun Shops
2. Funeral Home
3. Auto Rental
4. Auto Sales
5. Auto Repair
6. Tattoo Shop
7. Pawn Shop
8. Adult Entertainment
9. Rest Home, Group Care Facility
10. Additional Items to be added.

3.6.5 *Standards Table*

Density	10 DU/Acre

Lot Requirements

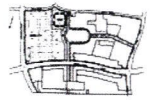
Minimum Lot Size	as depicted
Minimum Lot Width	as depicted
Minimum Corner Lot Width	as depicted
Minimum Lot Depth	as depicted
Maximum Lot Coverage	80%

Setback Requirements

Front Yard	5' min.
Side Yard	5' min. at ends
Corner Side Yard	varies
Alley/Rear Yard	5' min.

Maximum Building Height	38' (3 stories)

Parking provided at 2 covered spaces per unit + .6 guest spaces per unit



site key

3.6.5 Design Review

This project is subject to the City of Rancho Cordova Design Review process. In addition to other City design requirements, all residential units within the Loft District shall meet the following general design guidelines:

- Each unit shall provide direct access to the public sidewalk system (e.g. a paved sidewalk connecting the porch/front entry to the public sidewalk.)
- To encourage safe neighborhood design, each unit shall be designed to allow adjacent open space, sidewalks and parking areas to be monitored from within residential units.
- Landscaping shall be approved through the design review process and shall be compatible with architecture.
- Repetition between adjacent lots and along streetscapes shall be avoided by varying the placement of the four styles, each with four facade variations throughout the Loft District (see page 25).
- The design of each residential unit shall incorporate the architectural details specified under Architectural Styles (see page 25).
- Roof forms and variation in structural massing shall be used to reduce the bulk of residential units.
- All facades, particiuarly the front facade, shall include architectural details which provide depth, interest and variation to avoid a "flat" appearance.
- Window design shall provide visual interest with insets, trim details, shutters (mounted adjacent and to scale with the windows) and other details. Windows flush with the facade with no trim detail are prohibited on all facades. Dwellings adjacent to International Drive shall use windows which reduce sound transmission.
- Encouraged materials include:
  - Smooth stucco finishes
  - "Style-appropriate" stone
  - Tile roof elements
  - Wood columns and beams
  - Wood shutter elements
  - Metal and/or canvas awning elements

3.7 Town Center District (Commercial and Main Street)

3.7.1 Description

Commercial

The Commercial portion of the Town Center district allows for a more traditional approach to Anchor and Sub-Anchor retail buildings and the related parking fields. That is not to say, however, that the architecture should remain completely corporate in nature. Anchor and sub-anchor buildings should be designed to be compatible with the entire Capital Village project and reflect the character and richness of the homes, parks, landscape, monumentation and Main Street. Although it is recognized that there are certain elements of signage and corporate identity that are inherent to most Anchor Tenants, building design should incorporate a variety of scale, massing, materials and colors to minimize the undesirable effects of the typical "Big Box." The Retail Anchor building will be the single largest retail building within the project. It is important to divide the building into separate and distinct elements. These individual elements should play to the "built-over-time" concept. Areas of the building should be divided into forms using basic architectural techniques: varying color, scale, and material to avoid the "mega-store" appearance that is predominately found in these types of buildings.

Main Street

Main Street allows for the development of a New Town Center. Uses will include smaller boutique shops, cafes, restaurants and other similar uses. Executive office spaces on the second floors will expand the variety and vibrancy of the Main Street area.

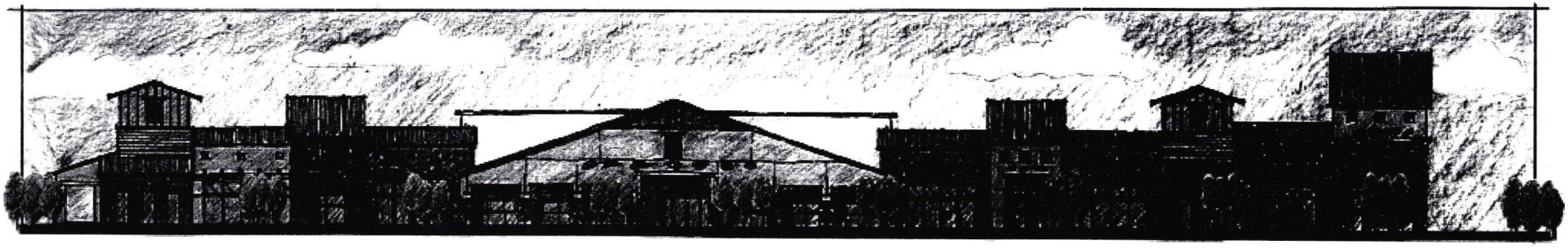
The High-End Retail buildings included in this project have the most potential for individuality and variation. Individual tenant spaces should vary in scale and height as well as style and color. Intermediate open spaces should be included and should relate to the pedestrian walkways and open space view corridors each site may afford.

The building massing should relate to the street and pedestrian walkways so as to invite visitors to the shops and spaces within.

Planning Elements

Main Street should include a variety of significant planning elements to create a vibrant, interactive area that draws not only the residents of Capital Village, but provides a destination for residents of Rancho Cordova as well. Elements of Main Street should include:

- Plazas integrated into building design and placement that allow for outdoor seating adjacent to cafes and restaurants.
- Wide sidewalks that allow for outdoor seating and outdoor sales associated with retail activities.
- Street trees that provide a buffer between pedestrians and traffic without obscuring or separating the Main Street connectivity.
- Diagonal parking that encourages use of Main Street as a shopping destination, without the use of a typical parking field.
- Careful thought should be given to the treatment of pedestrian crosswalks at the intersections along Main Street to provide easy access and traffic calming.
- Main Street should be multi-functional. Not only is Main Street the center of activity on a daily or weekly basis, but special events such as Farmer's Markets or other community functions should be easily integrated into the Main Street fabric.



Typical Commercial Elevation

3.7.2 *Design Guidelines*

Design Guidelines are included for the development of the Town Center area so that this area of the CVSPA has the framework by which to be measured as future submittals are brought forth. As of publication of this document, the Town Center location and character have been clearly defined, leaving the ultimate final planning and design subject to a firm commitment from a developer group appropriate for this unique area. The Residential Developer (Beazer Homes of Northern California) has already completed the design of the residential architecture, which is currently in the City of Rancho Cordova Design Review Process. Refer to pages 31-34 for Main Street character studies.

Style
The overall style of the Town Center District reflects an eclectic use of traditional materials and forms to create an architectural flavor that is unique to Capital Village. The forms, proportions and materials used should be applied to create visually pleasing buildings that are able to span the gap between the residential housing included in the project and the modernistic buildings that surround the site. The buildings should evoke an overall impression that the project was built over time. Varying materials and styles within buildings is encouraged in order to accomplish this. Also important to the style are focal points and view corridors throughout the project that will invite visitors from one point to another within the project

Roofs
Roofs and roof forms should be consistent with the overall theme of the project. Individual roof elements placed in key locations along buildings should convey the "built-over-time" concept in conjunction with building forms. Pedestrian areas should be enhanced by shed and gable roof elements that extend into pedestrian areas to provide cover and shade. Dormer elements are also encouraged to provide an added layer of detail and shadow.

Cornices
Cornice elements may be sparingly and appropriately applied to articulate basic building forms and provide differential between individual tenants. Varied cornice elements tend to reinforce the "built-over-time" concept. When used, cornices should provide contrast of color and material to wall areas beneath. Cornice elements should not be of such size or quantity that they become a dominant or overwhelming feature.

Wall Transitions
A variety of elements should be used to create wall transitions between buildings and tenant spaces. Careful consideration should be paid to walls adjacent to and oriented toward open spaces. Color and texture are the basic elements, while towers and other details may be used in some cases to frame these transition areas. Simple, intermediate elements that "book-end" areas of wall are encouraged. Whenever possible, color and simple traditional material changes are encouraged to break wall areas into visually pleasing proportions.

Building Corners
Building Corners present an opportunity to simply enhance the visual anchoring of individual structures. It is encouraged to present building corners as focal points to surrounding areas within the project. Thoughtful treatment of building corners provides a change in scale, color and material, as well as an opportunity to introduce windows as a simple focal detail.

Canopies and Awnings
Judicious use of canopies and awnings is encouraged. These classic details add an additional layer of interest to building facades. A variety of materials may be used including canvas, corrugated metal, wood trellises, and shed or gable roof forms. Canopy and awning elements should also provide cover at pedestrian walkways wherever possible. These covered elements should also be placed in such a way as to encourage the play of shadows against buildings.

Towers
Tower elements may be considered as appropriate to the style of these buildings. When situated and massed properly, towers can enhance the project. These elements can serve as a connection between individual buildings as focal points and as transition spaces. Towers should provide a change in scale, color and material, and should utilize windows as well. Vertical elements should not be limited to towers. The appropriate and tasteful use of chimney elements and finials is also encouraged.

Windows
Shape, size and placement of windows are important elements that lend positive, yet simple character to the overall theme of the project. Window size and proportion should be appropriate to the individual building style. The window forms used may vary between individual tenant spaces and buildings, to subtly reflect to the "built-over-time" concept. Windows, especially at a pedestrian level, are encouraged in the overall building design. Consideration of design elements like shutters, canopies, recesses, iron and other elements should be used to enhance windows and add variety.

Kiosks
Kiosks in the project can provide visitors with a variety of services and information. Maps, ATM's and vendors are among the many uses for Kiosks. Kiosk elements should be complimentary to the architecture of the project, and should borrow forms, colors and materials from the main buildings. The basic design should provide shade and protection from the elements to encourage their use year round. Kiosk designs should vary slightly to reinforce the "built-over-time" theme. Each Kiosk should have its own unique characteristics to delineate it from others and allow their use as "landmarks" in assisting pedestrian travel throughout the project. Special consideratаion should be given to allow the introduction of Temporary Kiosks and stands (i.e. coffee cart, hot dog stand) within the zoning of CVSPA. Vendors should have the flexibility to set up for special events or to serve a need that is mobile in nature.

Signage
Signage for the project should reflect the overall theme and preserve the integrity of the architecture. Signage should provide information and promotion of the shops and tenants within, without distracting from the architecture of the buildings themselves. While neon signage is discouraged, the use of lighting to accent signage is acceptable. The form, size and fonts used should vary slightly to maintain the "built-over-time" theme. Pedestrian scale monument signage is also encouraged to guide visitors from one point to another throughout the project.

Materials
Materials reflect the style and overall impression of any building. The materials used for this project should reflect quality and lend to the impression of the overall theme. Listed below are both the encouraged and discouraged materials for this project.

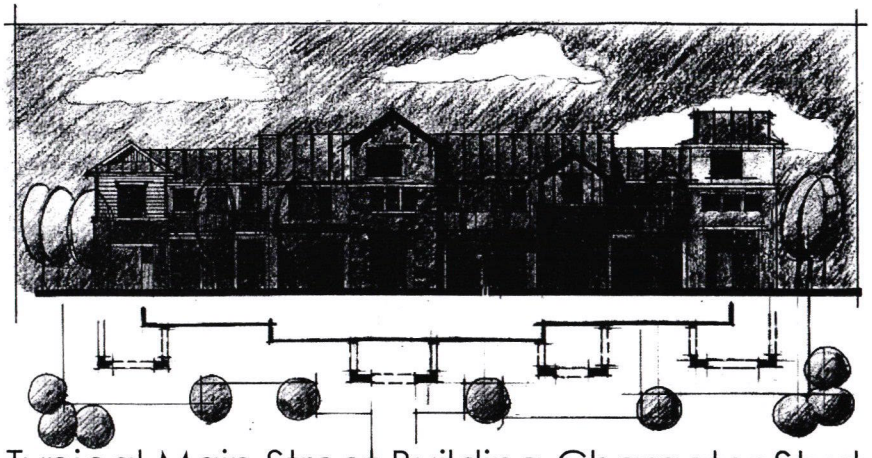
Encouraged Materials
- Smooth stucco finishes
- "Style-appropriate" stone
- Wrought iron
- Canvas awnings
- Wood trellises
- Tile roof elements
- Wood columns and beams in key location
- Pre-cast stone trims, heads and sills
- Metal roof elements
- Decorative sheet metal gutters and downspouts, collectors if and where appropriate
- Wood shutter elements
- Individually articulated window elements
- Tilt-up construction that utilizes imaginative forming techniques to add texture and shadow to otherwise unarticulated walls

Discouraged Materials:
- Heavy "knock-down" or "Spanish Lace" stucco finishes
- Contrived stone veneers
- Unfinished tilt-up wall panels
- Large unbroken window walls
- Exposed concrete block walls
- Exposed aggregate walls

Colors
Colors should be consistant within the Town Center District, while giving distinction and individuality to different buildings and to different tenants within larger buildings. Bold colors are encouraged, without being garish or obtrusive. Colors should be used to bring together the materials used throughout the project. The colors should be used as a complement to stone, concrete, wood, fabrics and other materials.

3.7.2 Permitted Uses
- Anchor Retail
  - Chain retail/grocery stores
  - Chain hardware stores
- Main Street Retail Sales and Services
  - Specialty food retail (i.e. grocery/drug stores, coffee shops, chocolate/candy shops, pastry/desserts, bagel shops, wine shops)
  - Specialty goods retail (i.e. cooking supplies/culinary, general housewares, specialty hardware, books/ magazines, bicycle shops)
  - Personal services (i.e. hair and nail salons, shoe repair)
  - Business services (i.e. computer/office supplies, print shops)
  - Banks and financial institutions (excluding check cashing stores)
  - Neighborhood serving commercial (i.e. small pharmacies, video rental & sales, dry cleaners)
- Main Street Eating and Drinking Establishments
  - Restaurants serving alcoholic beverages or providing entertainment, provided this activity is clearly ancillary to food service
  - Chairs and tables for outdoor dining

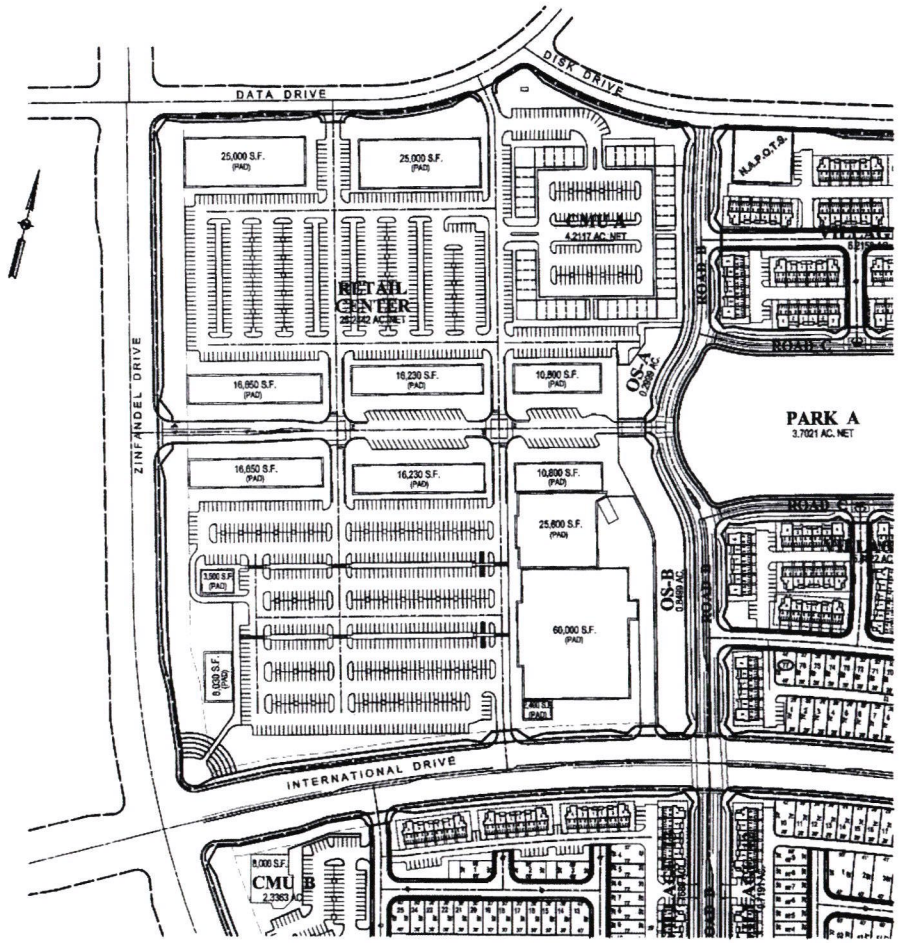
3.7.3 Prohibited Uses
- Gun Shops
- Funeral Home
- Motor Vehicle Rental
- Motor Vehicle Sales
- Motor Vehicle Repair
- Tattoo Shop
- Pawn Shop
- Adult Entertainment
- Rest Home, Group Care Facility



Typical Main Street Building Character Study

Main Street Concept - West End

Main Street Concept - East End

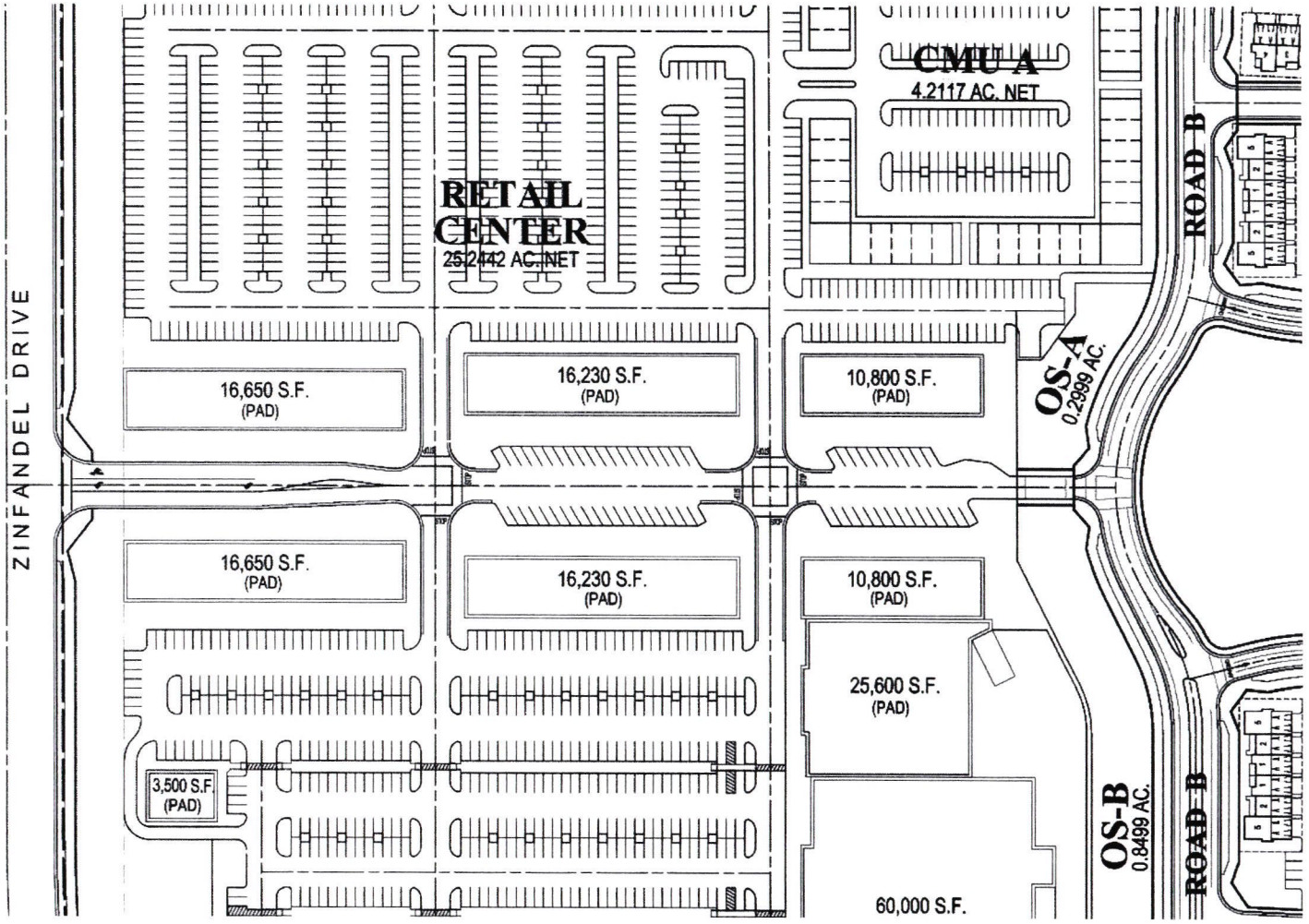


Town Center Concept Site Plan (Commercial and Main Street)

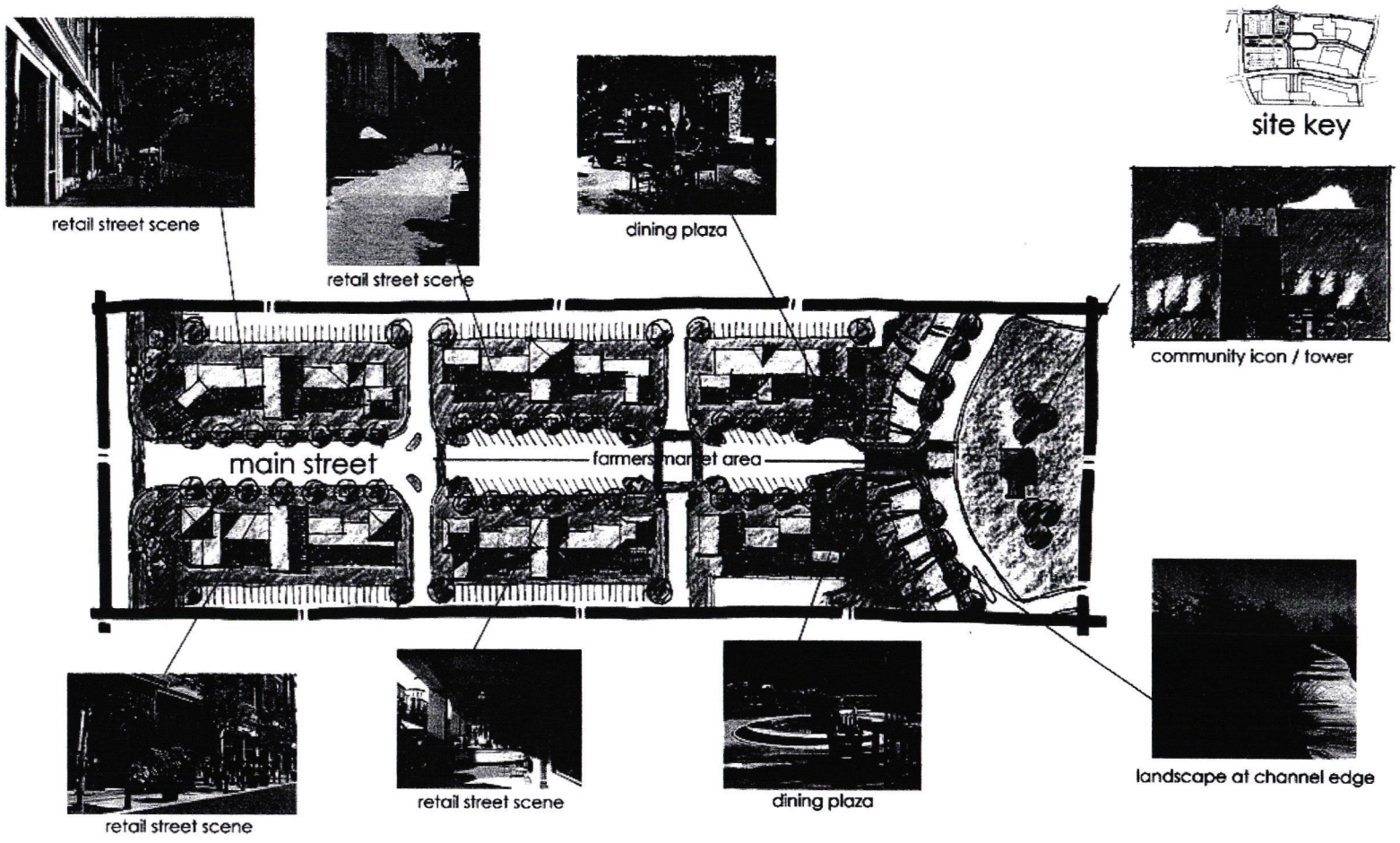
Commercial Summary

	LAND (AC)	BUILDING (SF)	LAND/BUILDING RATIO	PARKING REQD (STALLS)	PARKING PROVIDED (STALLS)
PHASE I	18.2779	184,890	4.13	894 [1]	828
PHASE II	6.9662	50,000	6.03	225 [1]	511
CMU A [2]	1.8371	24,800	3.21	111 [1]	203
CMU B	2.3363	8,000	13.04	80 [3]	105
TOTAL	29.4175	266,000	26.41	1310	1647 [4]

1. Required parking based on 4.5 Spaces for every 1000 sf of gross floor area.
2. Includes 31 Retail Units of the 43 Live/Retail Product.
3. Estimated at 1 stall required for every 100 sf of gross floor area.
4. ___ spaces provided per 1000 sf of gross floor area.



Main Street Concept Site Plan



Main Street Concept Plan and Uses

4. Circulation Plan

The design of the Capital Village SPA circulation system incorporates a balanced network of structured streets and pathways to serve the Plan Area. The internal project streets are designed such that they create a block or grid pattern. The pathways are designed to provide non-vehicular transportation opportunities through the site in both the north-south and east-west directions. This creation of a well-connected hierarchy of roadways allows for the efficient flow of vehicular traffic and also encourages walking, biking, skating, and other alternatives to the automobile.

Thoroughfare and arterial streets (typically six-lane and four-lane roads), the principal streets providing access to the SPA, currently exist and have been constructed to their respective ultimate right-of-way. These streets are Zinfandel Drive, International Drive, Data Drive, Disc Drive, and Prospect Park Drive. The sidewalks adjacent to these roadways are proposed to be reconstructed such that they are detached, providing a landscape strip adjacent to the roadway, and widened.

The construction of the internal roadways and streets will occur in a coordinated and timely manner. They will be phased consistent with the project-phasing plan as illustrated on page 72. This chapter and the documents presented therein were prepared to define the implementation of the project's phased circulation system and to ensure they are installed concurrent with development.

The internal residential streets provide connections into and through the SPA, connecting the neighborhoods with the park facilities and the commercial-retail center, allowing the SPA residents the ability to travel within and through the plan without traveling on the arterial streets. The collector roadway and arterial street intersections are designed to be controlled, either by a traffic signal or by restricted movements.

Regional Transit (RT) service does exist within the Capital Center Business Park and will be extended to this SPA. The design of the SPA Land Use Plan and the policies contained within this document encourage the use of public transit. Over 80% of the residences within the Plan Area are within a one-quarter mile walking distance of the proposed project bus stop, located at the eastern edge of the commercial-retail center, along the north side of Main Street. In addition, there are existing bus turnouts constructed at the intersections of Zinfandel Drive and International Drive and at International Drive and Prospect Park Drive, providing bus turnouts within one-quarter mile of 100% of the Plan Area residences. These existing bus stops are not currently in use, but with the development of the Capital Village SPA, RT will place them in active service based on their need.

The SPA Land Use Plan also provides a network of pedestrian pathways and bikeways, allowing for non-vehicular travel throughout the plan in both the north-south and east-west directions. All arterial roadways will have a Class II bike lane striped on the street. The sidewalks adjacent to the arterial and collector roadways will be separated by a landscape strip, eight-feet in width, and will be constructed to either an eight-foot or ten-foot width. In addition, there are several parkway paseos that provide north-south and east-west pedestrian connections between the neighborhoods, between the neighborhoods and the arterial streets, and between the neighborhoods and the commercial-retail center.

4.1 Circulation System

The plan identifies a basic street framework and hierarchy that establishes the primary elements of neighborhoods and community character. The basic street hierarchy is first established by the alignment of the existing thoroughfares adjacent to and through the Plan Area: Zinfandel Drive and International Drive. Also significant are the other existing arterial streets adjacent to the site: Prospect Park Drive, Data Drive, and Disc Drive. Streets within the SPA are classified based on their functional requirements and their relative importance in establishing the character of the project and defining its neighborhoods, key land uses, and allowing for opportunities for alternative modes of travel. All streets proposed as a part of this SPA are discussed and detailed herein.

4.2 Street Pattern

The street pattern designed for this Plan Area incorporates fairly uniform blocks, with streets interconnected at numerous points, thereby allowing internal vehicular and pedestrian trips to avoid the external arterial streets, providing numerous routes through the site. Long unbroken blocks that create a repetitious appearance and discourage internal pedestrian circulation have been avoided.

4.3 Existing Streets

4.3.1 Thoroughfares

Zinfandel Drive and International Drive are the only thoroughfares within the Plan Area. Both roadways exist and have been constructed to their ultimate rights-of-way. They both serve as primary access facilities to the Plan Area. No roadway improvements are proposed, except to detach and reconstruct the sidewalk along the plan area frontage, creating an eight-foot landscape strip and a new sidewalk width of ten feet. See Page 38 for a detailed cross section of this roadway. On-street parking along International Drive for the fronting residential lots is allowed.

4.3.2 Arterial Streets

Arterial streets are similar in character to a thoroughfare but carry less traffic. Prospect Park Drive, Data Drive and Disc Drive are the only arterial streets with the Plan Area. These three streets exist and have been constructed to their ultimate rights-of-way. They serve the adjacent land uses as well as the Plan Area traffic needs. No roadway improvements are proposed, except to detach and reconstruct the sidewalk along the plan area frontage, creating an eight-foot landscape strip and a new sidewalk width of eight feet. See Page 38 for a detailed cross section of this roadway. On-street parking for the fronting residential lots is allowed.

4.4 Project Streets

4.4.1 Primary Residential Streets

Collector streets carry moderate traffic volumes serving residential neighborhoods. They are also the prominent new streets, streets "A", "B" and "C" within the Plan Area. The location of these project collector streets are illustrated on Pages 39-41. These streets will be constructed in accordance with the street sections identified on Pages 39-41

4.4.2. Main Street

The Main Street of the Plan Area is located within the Village Core Commercial Retail area and is a central focal point of the Plan Area as well as a principal connection to Zinfandel Drive. This street is essential in establishing the overall character of the Village Core and takes on the appearance of a "Main Street" with wide sidewalks adjacent to commercial and retail buildings. Shade trees will be planted in tree wells and will shade on-street diagonal parking and the sidewalk areas. Individual project designs for the "Main Street" commercial/retail buildings may include the adjacent on-street parking in their total required parking calculations.

Main Street is located as illustrated on pages 32-33 and will incorporate one lane in each direction, on-street diagonal parking on both sides (where designed) and adjacent sidewalks. The street will be constructed as a public right-of-way and will incorporate decorative paving at intersection. The City will allow from time to time the closing of a portion of the Main Street to accommodate farmers markets, antique car shows, and another functions of a similar nature.

4.4.3 Minor Residential Streets

Minor residential streets are designed to serve local traffic, provide direct access to residences, and carry low traffic volumes. The location of these streets are as illustrated on page 37. Local streets that provide access and connections to and from individual residences and between neighborhoods are essential components in the development of Capital Village's traditional character. The relationship between the street frontage, sidewalks, trees, front yards and house design is critical in the creation of a pedestrian-friendly, pleasant neighborhood that accommodates the automobile without sacrificing pedestrian ease, comfort, and safety. These are the predominant streets within the residential areas of the Plan. The will be constructed in accordance with the Sacramento County Public Works Standard Drawing H-16, Minor Residential Street (40-ft R.O.W.). See Page 38.

4.4.4 Drive Aisles

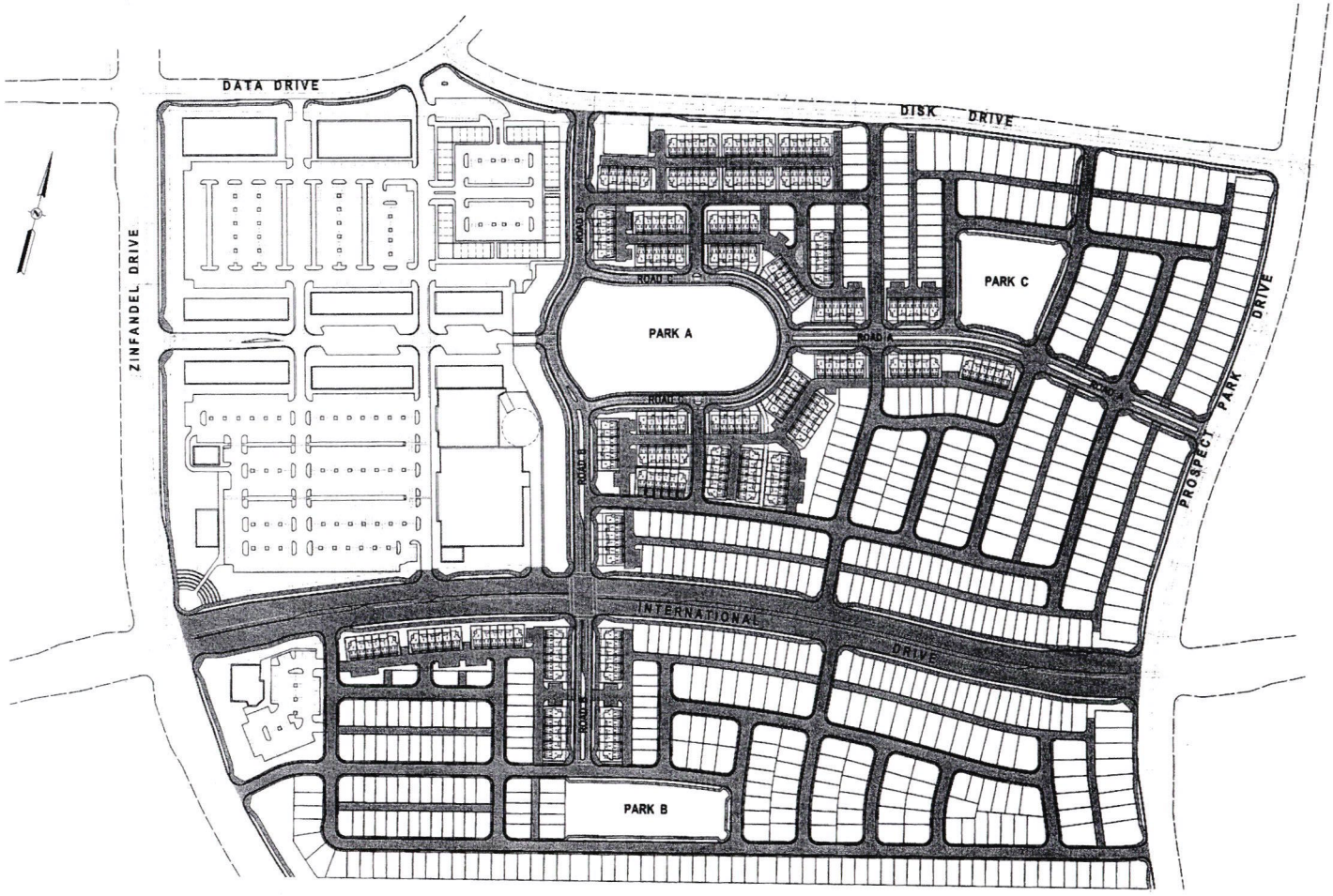
Drive aisles provide direct access to the Town Home and Brownstone housing products. Access is provided in a controlled fashion, as it precludes direct driveway access to a fronting street by individual lots. They provide rear garage access in an alley configuration, eliminating garages and driveways from the fronts of these housing product types. They carry only the traffic from the lots they serve. Drive aisles are constructed within a public right-of-way but are privately maintained by the Plan Area HOA. The Plan Area drive aisles are illustrated on page 37.

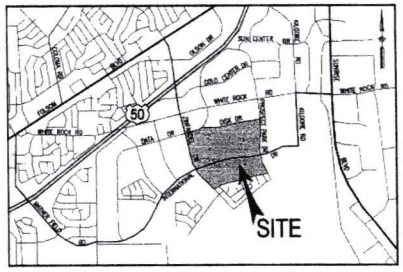
4.4.5 Alleys

Alleys provide direct access to the Brownstone and Cottage housing products. Access is provided in a controlled fashion, as it precludes direct driveway access to a fronting street by individual lots. They provide rear garage access, eliminating garages and driveways from the fronts of these housing product types. They carry only the traffic from the lots they serve. Alleys are constructed within a public right-of-way but are privately maintained by the Plan Area HOA. The Plan Area alleys are illustrated on page 37.

4.4.6 Off-Street Parking Drives, Bays and Courts

Off-street parking drives, bays and courts will be implemented to provide additional parking as is needed to serve the commercial-retail center and additional parking needs of the Townhomes, within the drive aisles. The design of all parking drives and stalls shall be as required in the Sacramento County Zoning Ordinance.





Land Use Summary

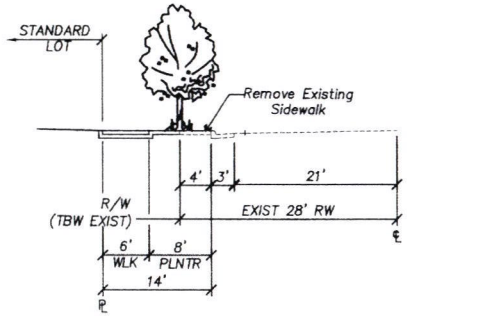
Village/Lot(s)	Use	Acreage	Town Homes	28x68	35x70	40x90	Total Units
Village 1	Town Homes	6.2158	56				56
Village 2	28' x 68' Row Lot Typ.	3.0610		38			38
Village 3	40' x 90' Alley Lot Typ.	8.4460				69	69
Village 4	40' x 90' Alley Lot Typ.	5.6937				46	46
Village 5	28' x 68' Row Lot Typ.	5.9465		77			77
Village 6	35' x 70' Std. Lot Typ.	3.4986			38		38
Village 7	28' x 68' Row Lot Typ.	0.8770		10			10
Village 8	Town Homes	5.4825	84				84
Village 9	28' x 68' Row Lot Typ.	3.1653		49			49
Village 10	40' x 90' Alley Lot Typ.	4.0830				34	34
Village 11	35' x 70' Std. Lot Typ.	9.1145			101		101
Village 12	Town Homes	0.7191	12				12
Village 13	Town Homes	1.7688	30				30
Village 14	28' x 68' Row Lot Typ.	6.5460		74			74
Village 15	35' x 70' Std. Lot Typ.	1.9093			24		24
CMU A	Live / Retail	4.2117					43
CMU B		2.3363					
Retail Center		25.3445					
Park A		3.7021					
Park B		2.0524					
Park C		1.9386					
OS-A	Open Space	0.2999					
OS-B	Open Space	0.8499					
OS-C	Open Space	0.5139					
OS-D	Open Space	0.1033					
OS-E	Open Space	0.1033					
Roads	A, B & C and Entries	4.3473					
LS Corridors		4.9181					
Total		116.9604	222	248	163	151	827 du

Color Legend

Roads, Alleys & Pavements

Sidewalks

Streets and Sidewalks Circulation Plan



DATA DRIVE & DISK DRIVE - 1/2 SECTION

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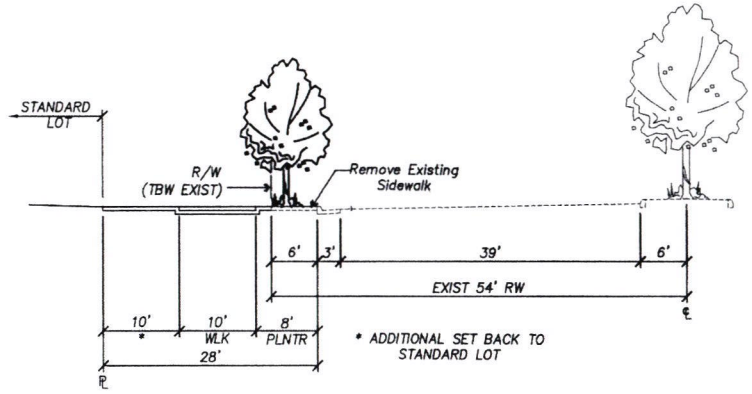
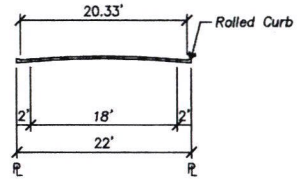


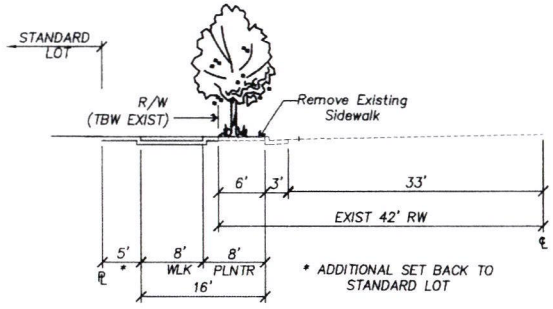
INTERNATIONAL DRIVE - 1/2 SECTION

NOT TO SCALE



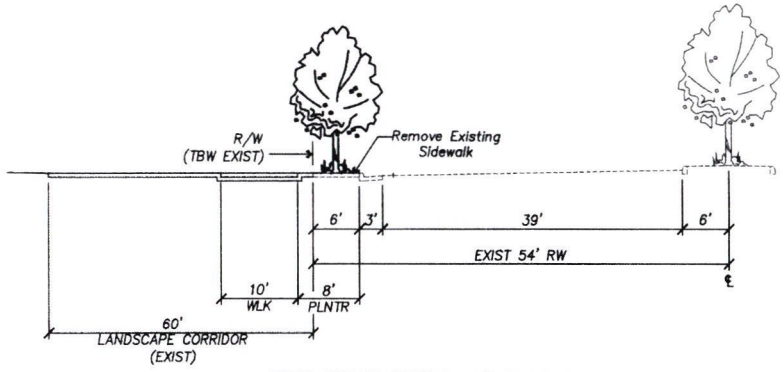
22' ALLEY

NOT TO SCALE



PROSPECT PARK DRIVE - 1/2 SECTION

NOT TO SCALE



ZINFANDEL DRIVE - 1/2 SECTION

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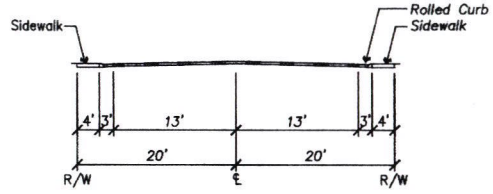
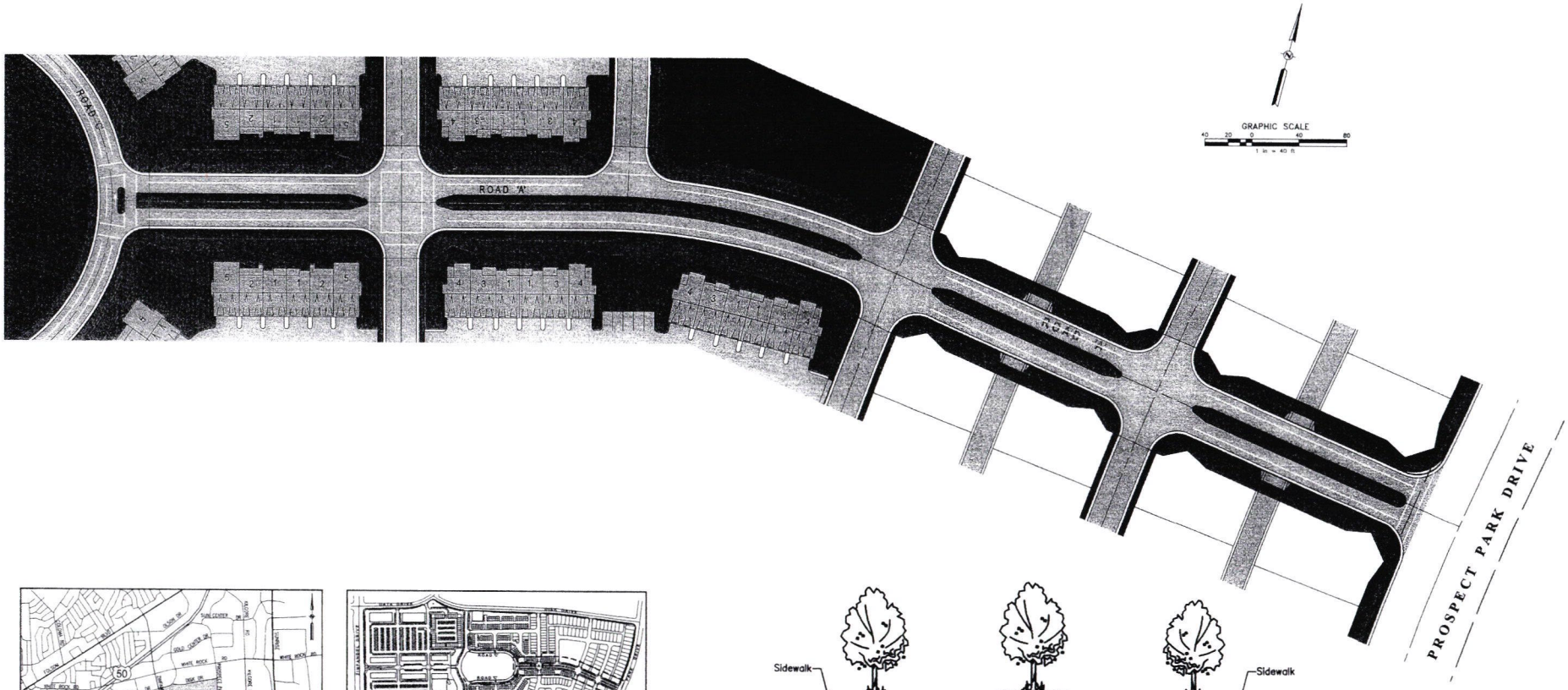


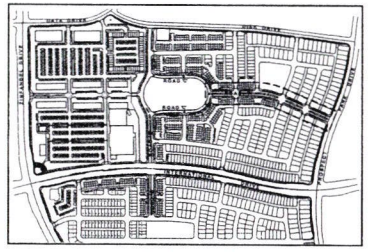
40' R.O.W. TYP.

NOT TO SCALE

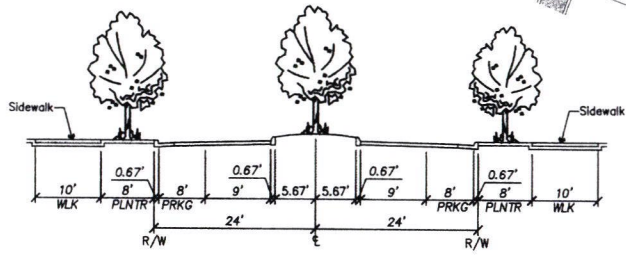
Road Sections



VICINITY MAP



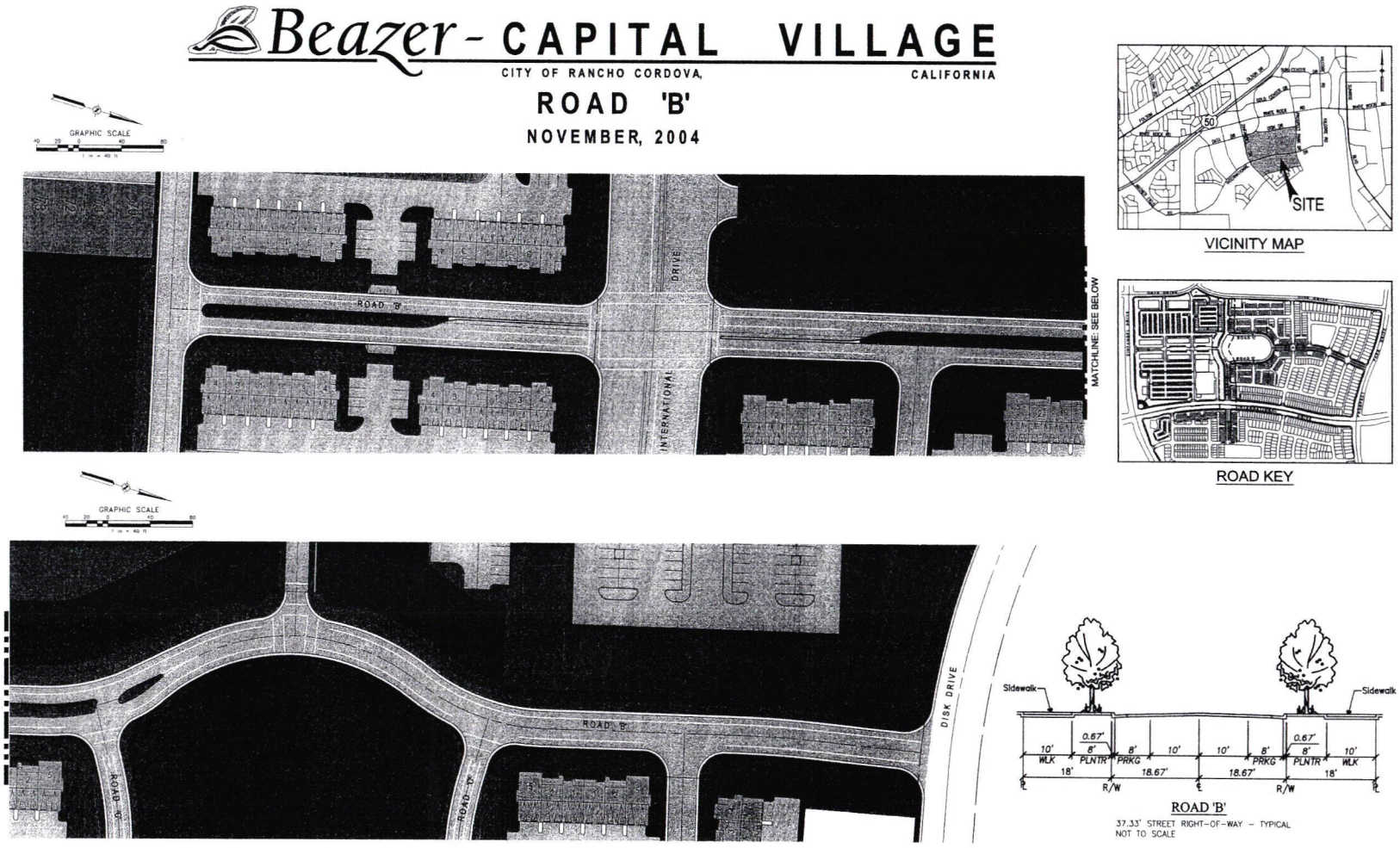
ROAD KEY



ROAD 'A'

48' STREET RIGHT-OF-WAY - TYPICAL
NOT TO SCALE

Road 'A' Detail



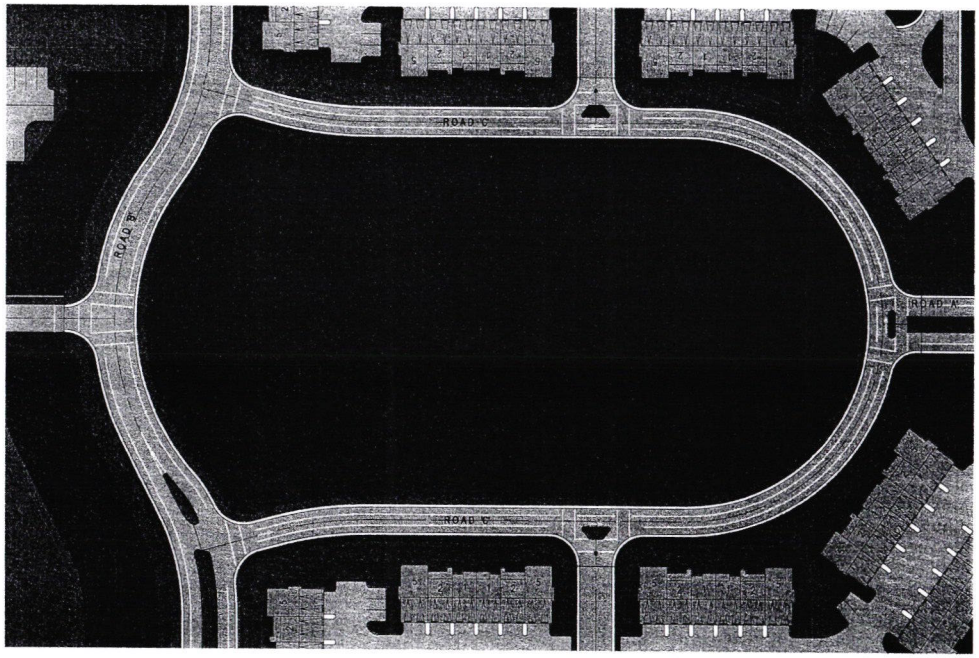
Road 'B' Detail

Beazer - CAPITAL VILLAGE

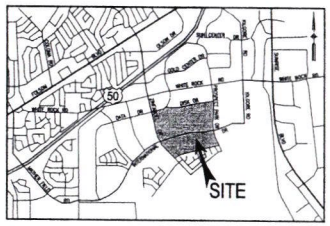
CITY OF RANCHO CORDOVA, CALIFORNIA

ROAD 'C'

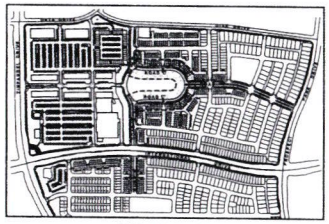
NOVEMBER, 2004



Road 'C' Detail



VICINITY MAP



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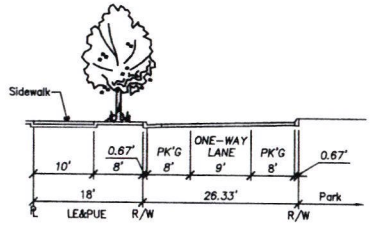
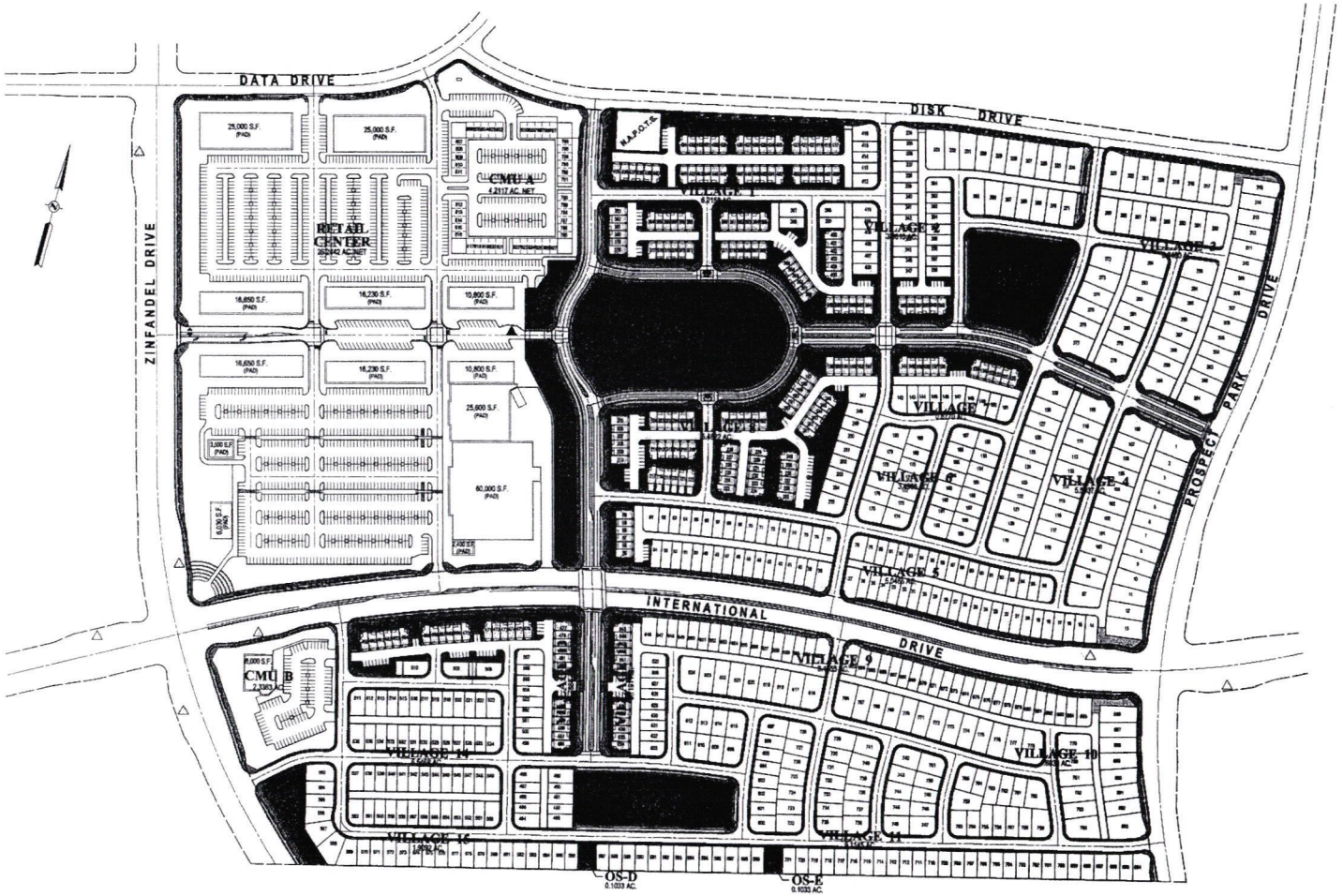
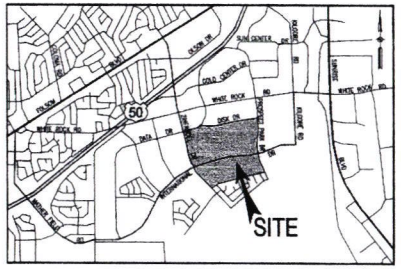


ROAD 'C'

26.33' STREET RIGHT-OF-WAY - TYPICAL
NOT TO SCALE

4.4 Transit





Land Use Summary

Village/Lot(s)	Use	Acreage	Town Homes	28x68	35x70	40x90	Total Units
Village 1	Town Homes	6.2158	96				96
Village 2	28' x 68' Rear Lot Typ.	3.8618		38			38
Village 3	40' x 90' Alley Lot Typ.	8.6460				69	69
Village 4	46' x 90' Alley Lot Typ.	5.5837				46	46
Village 5	28' x 68' Rear Lot Typ.	5.0465		77			77
Village 6	35' x 70' Std. Lot Typ.	3.4986			38		38
Village 7	28' x 68' Rear Lot Typ.	0.6778		10			10
Village 8	Town Homes	5.4823	84				84
Village 9	28' x 68' Rear Lot Typ.	3.1653		49			49
Village 10	46' x 90' Alley Lot Typ.	4.6930				36	36
Village 11	35' x 70' Std. Lot Typ.	9.1145			101		101
Village 12	Town Homes	0.7191	12				12
Village 13	Town Homes	1.7688	30				30
Village 14	28' x 68' Rear Lot Typ.	6.5468		74			74
Village 15	35' x 70' Std. Lot Typ.	1.9995			24		24
CMU A	Live / Retail	4.2217					43
CMU B		2.3365					
Retail Center		28.2443					
Park A		3.7021					
Park B		2.8544					
Park C		1.9386					
OS-A	Open Space	0.3999					
OS-B	Open Space	0.8499					
OS-C	Open Space	0.5139					
OS-D	Open Space	0.1033					
OS-E	Open Space	0.1033					
Roads	A, B & C and Entries	4.3472					
LS Corridors		4.9181					
Total		116.9684	222	248	163	151	827 du

Legend

- Sidewalks
- Parks & Open Spaces
- LS Corridors
- Proposed Road Striping
- Proposed Bus Stop Location
- Existing Bus Stop Location

Transit and Open Space Plan

MRO ENGINEERS, INC.
2002 Plaza Drive
Rocklin, CA 95765
Phone (916) 780-0606
Fax (916) 780-8003
www.mroengineers.com
ENGINEERING - PLANNING - SURVEYING

5. Landscape Standards

5.1 Capital Village Community Landscape Theme

Lying in the heart of Rancho Cordova, Capital Village will capture the sense of an eclectic, urban setting using a mixture of land uses, housing types and landscapes to encourage diversity; express variety in form, color, scale, and material; and promote placemaking with sensitive transitions of public and private spaces. Connectivity will be a dominant theme in Capital Village, incorporating the commercial/retail/loft district, residential districts, community parks and open space into a cohesive, walkable community with pedestrian amenities and unique street scenes without the self-imposed barriers of soundwalls. This concept of expressive connectivity in design materials, the emphasis of social interaction, and a relationship to human scale will provide a basis for the community landscape theme.

The community landscape theme will also consider connectivity in circulation, taking into account the importance of pedestrian, bicycle, vehicular, and transit opportunities and experiences. Separated sidewalks will enhance pedestrian safety; street sections will reduce traffic speeds; accesses will provide linkages to existing and planned bikeways, trails, and open space networks; and a system of walkways, paseos (car-free pedestrian walkways) and sidewalks will promote walkable destinations for residents and visitors. A mixture of evergreen, deciduous, accent and signature trees, entry monumentation, and landscape design throughout the community's streetscapes, open space, and parks will promote a level of design, a quality of place, and a relationship with architectural elements.

5.2 Parks

The three neighborhood parks in Capital Village provide a foundation for a vibrant community and create a sense of place by expressing unique characteristics of the community's multi-faceted districts for a variety of experiences and uses. They enhance the recreational, educational, and cultural life of the community, accommodate a variety of user groups, and promote interaction within the local districts and the community at large.

5.2.1 Park "A"

Park "A", which is the largest of the three neighborhood parks in Capital Village, is a central green space dedicated to the social interaction of local residents and the greater community. Located in the center of the development, it is a walkable destination from the residential and commercial districts offering a variety of spaces, assorted uses, and venue opportunities. The main spaces within the park include the Main Entrance plaza with the Community Tower, an iconic keystone visible throughout the community and beyond.

The Main Entrance Plaza is characterized by a large open walkway ideal for meeting, gathering, sitting, observing, and being observed. The elements of the plaza will include the approximately sixty-feet tall Community Tower with a smooth, stucco finish and metal roof, steel trellises and steel fencing, stone veneer pilasters; hard surfaces of concrete paving and interlocking pavers; seating; and raised and ground plane planters. Features will be up-lighted with ground-mounted fixtures (See Park "A" Concept Landscape Plan, Community Tower Conceptual Plan and Community Tower Conceptual Elevation on page 45).

The landscape plantings of the Main Entrance Plaza area will be layered with uniform ground plane plantings of evergreen and flowering plant material, massings of flowering shrub material in two or more layers, and accent tree plantings of flowering species. Italian Cypress Trees will provide a visual and textural counterbalance for the Community Tower and constitute a unifying theme throughout the community with plantings incorporated into all Community Entry Monument sites (See Entry Monumentation section, pages 50-57).

An Interactive Water Feature lies beyond the Tower and is integrated within the main walkway of the park, affording active recreation for all ages and sculptural qualities for passive appreciation. The main walkway terminates at the Civic Amphitheater, the community's main gathering space, which is surrounded by a tree-lined, oval promenade. The Amphitheater, complete with a performance stage, is a smooth oval form with mounded, elevated edges flowing down into a Village Green. The smoothness of the promenade is pierced in one area by a grid, or Bosque, of trees. The Bosque offers a more secluded counterpoint to the public forum of the amphitheater, to be used for informal picnicking, gathering, and chess playing (See Park "A" Concept Landscape Plan on page 45 and Community Tower Conceptual Plan on page 47).

5.2.2 Park "B"

Park "B" is a space of connectivity and transition with active and passive elements. A ten (10) foot sidewalk running north to south in the western portion of the park provides a connection between residential and commercial districts, parks, open spaces, and bike paths of Capital Village. This connection extends out into adjacent communities and open spaces to the south of Capital Village through two pathways at the southwestern and southwestern corners of Park "B" (See Park "B" Concept Landscape Plan, Item N, on page 48).

The transitional space in the park's western side is further enhanced by plantings of trees and shrubs that provide a privacy buffer for adjoining residences while adding diversity, texture, form, and seasonal color for all park users. The centermost aspect of the park is a grassy, tree-lined, multi-use Open Space for active, group-oriented recreation, picnicking, and events. The final element, a structured play and picnic area, completes the varied uses of Park "B".

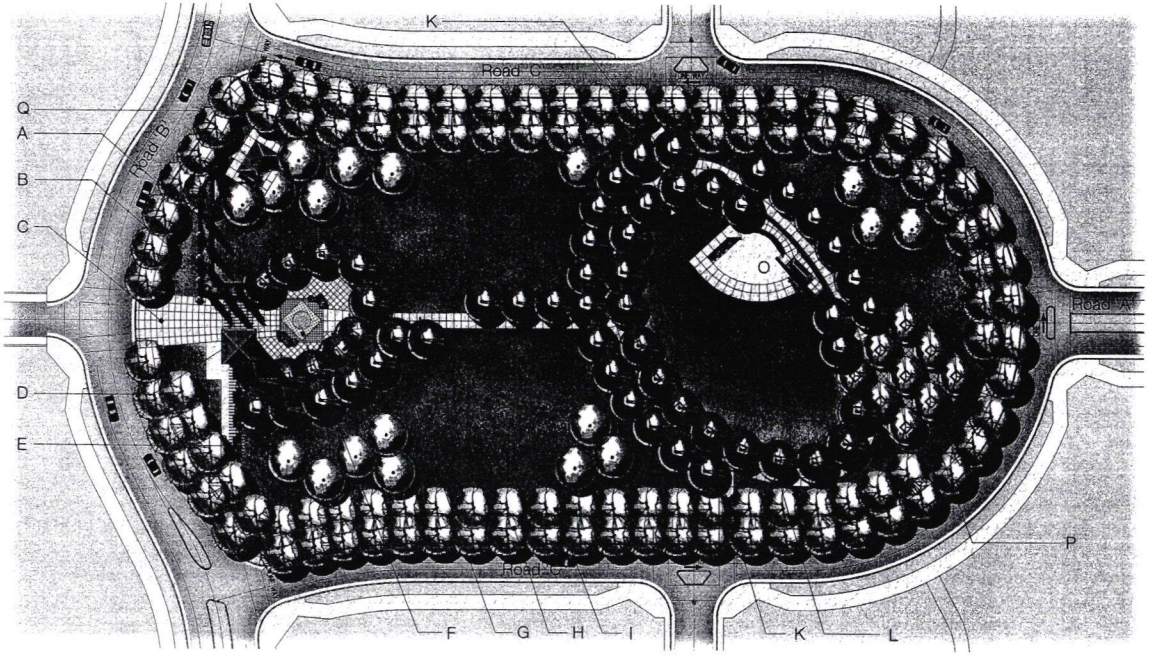
The playground site is designed for safety, with age appropriate equipment, circulation patterns that will prevent conflicts, and fully surfaced with a colorfully themed, poured-in-place resilient surfacing. A shade structure with picnic tables is adjacent to the circular playground area with unobstructed views. The playground area has a "Spacenet" climbing structure, a mixed-age assessable/ADA compliant play structure with two slides and various climbing apparatuses, and a double-bay swing set with full and toddler seats. The "Spacenet", a three-dimensional web structure, the signature element of Park "B", will encourage interactive play with challenges to motor and logic skills for children in all age groups.

5.2.3 Park "C"

Park "C" is the third and final park in the framework of community green spaces in Capital Village. Located within residential districts in the northeastern portion of the community, the park is within walking distance of the Main Street commercial district and Town Center, the community gathering spaces of Park "A", and the districts, exterior open spaces, and green space of Park "B". Sharing common elements with Park "B", such as a central, grassy, tree-lined open space, a shaded picnic area, and a structured play area, it offers different combinations of each element.

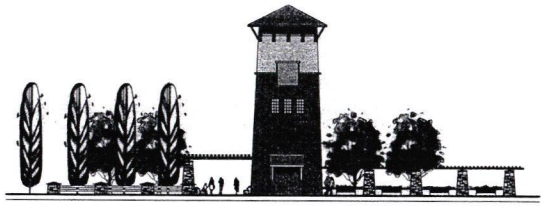
The play area at Park "C" is divided into two activity levels, with a half-court basketball court adjacent to, but separate from, a combination play and picnic area. The play area has a number of climbing structures, "The Rock" and two "Ridges", which connect with a mixed-age assessable /ADA compliant, play structure with two (2) slides and various climbing apparatuses. These elements provide both self-directed and group play activities and accommodate a wide range of climbing opportunities. As with Park "B", the playground is designed for safety, with age appropriate equipment, circulation patterns that will prevent conflicts, and fully surfaced with a colorfully themed, poured-in-place resilient surfacing.

The play area also has low rock retaining walls and a planting area with shrubs and small boulders that reinforce the rock theme of the climbing structures at the perimeter of the space, at a distance that fully accommodates the safety fall zones for each element. A shade structure with picnic tables and bench seating on the perimeter of the playground have unobstructed views of the playground, while planting areas bring color, texture, and shade to the area. Further planting areas provide a soft barrier, or transition, between the playground and picnic area and the half-court basketball court. The court is positioned to relate to the playground and have access from it, while additionally having a second, and more direct, entry from the northwestern corner of the park.

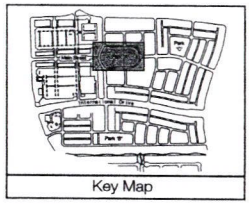


Plan Legend

- A Planting Area with Italian Cypress Backdrop and Ornamental Plantings
- B Steel Rail Fencing with Stone Veneer Pilasters
- C Main Entry Walkway
- D Community Tower (65' +/- tall) with Steel Trellis (12' +/- tall) Over Main Entry Walkway
- E Entry Seating Area with Integrated Planters, Stone Veneer Pilasters, and Steel Trellis
- F Interactive Water Feature with Boulder Fountains
- G Tree Lined Colonnade with Benches and Interlocking Pavers
- H 8' Perimeter Walk
- I Double Row of Street Trees, typ.
- J Multi-Use Open Space
- K Maintenance Vehicle Access
- L Civic Amphitheater with Oval Promenade, Seating, and Evergreen Shade Trees
- M Stage Access Ramp
- N Village Green
- O Raised Stage with Overhead Covering, Backdrop Walls, and Storage Structure (8'-0" x 18'-0")
- P Bosque of Trees for Informal Picnicking and Gathering
- Q Restroom Building: 4 Unisex / Handicap Accessible Stalls, and Storage Room (10'-6" x 18' - 0", appx. 192 S.F.)



Main Entry Walkway with Community Tower, Seating Area, and Steel Rail Fencing



Key Map

The HLA Group Landscape Architects & Planners, Inc.
1990 Third Street, Suite 500 / Sacramento, California 95814
916.447.7400 / 916.447.8270 fax / www.hlagroup.com

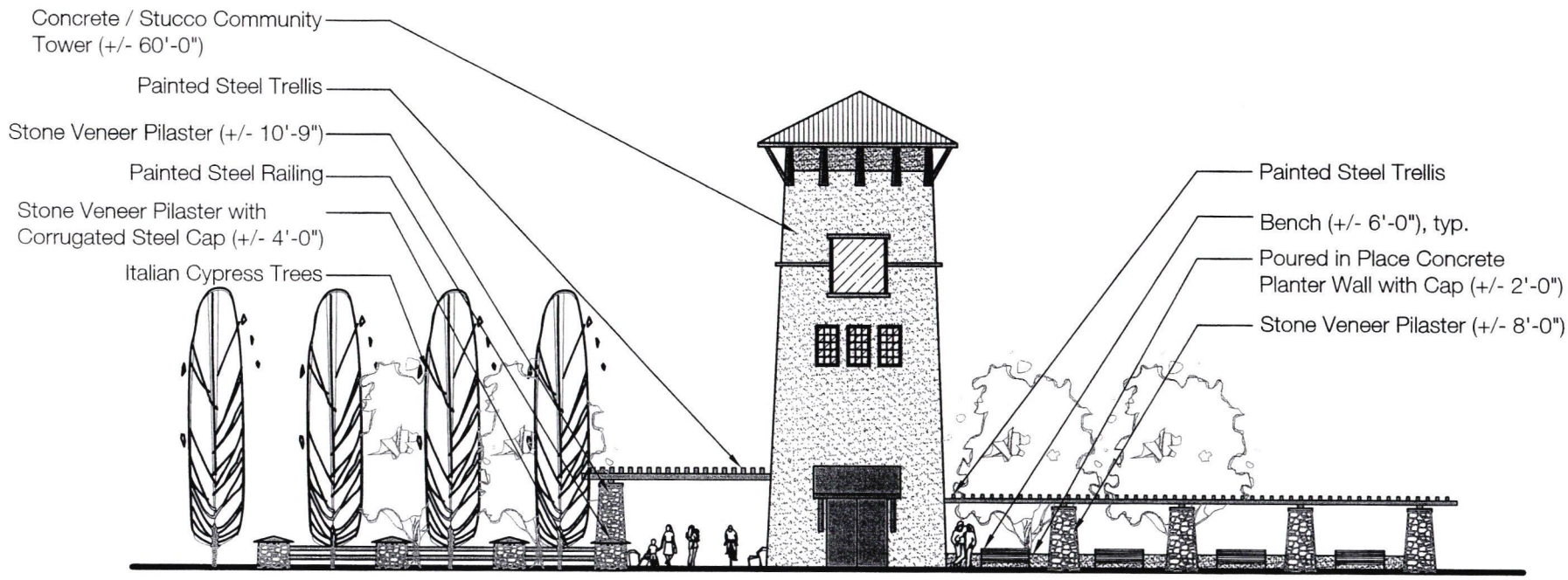
Capital Village

Park "A" Concept Landscape Plan

Rancho Cordova, California

January 25, 2005

Scale 1"=30'-0"



0' 20'

Scale 1"=20'-0"

Community Tower Conceptual Elevation

The HLA Group Landscape Architects & Planners, Inc.
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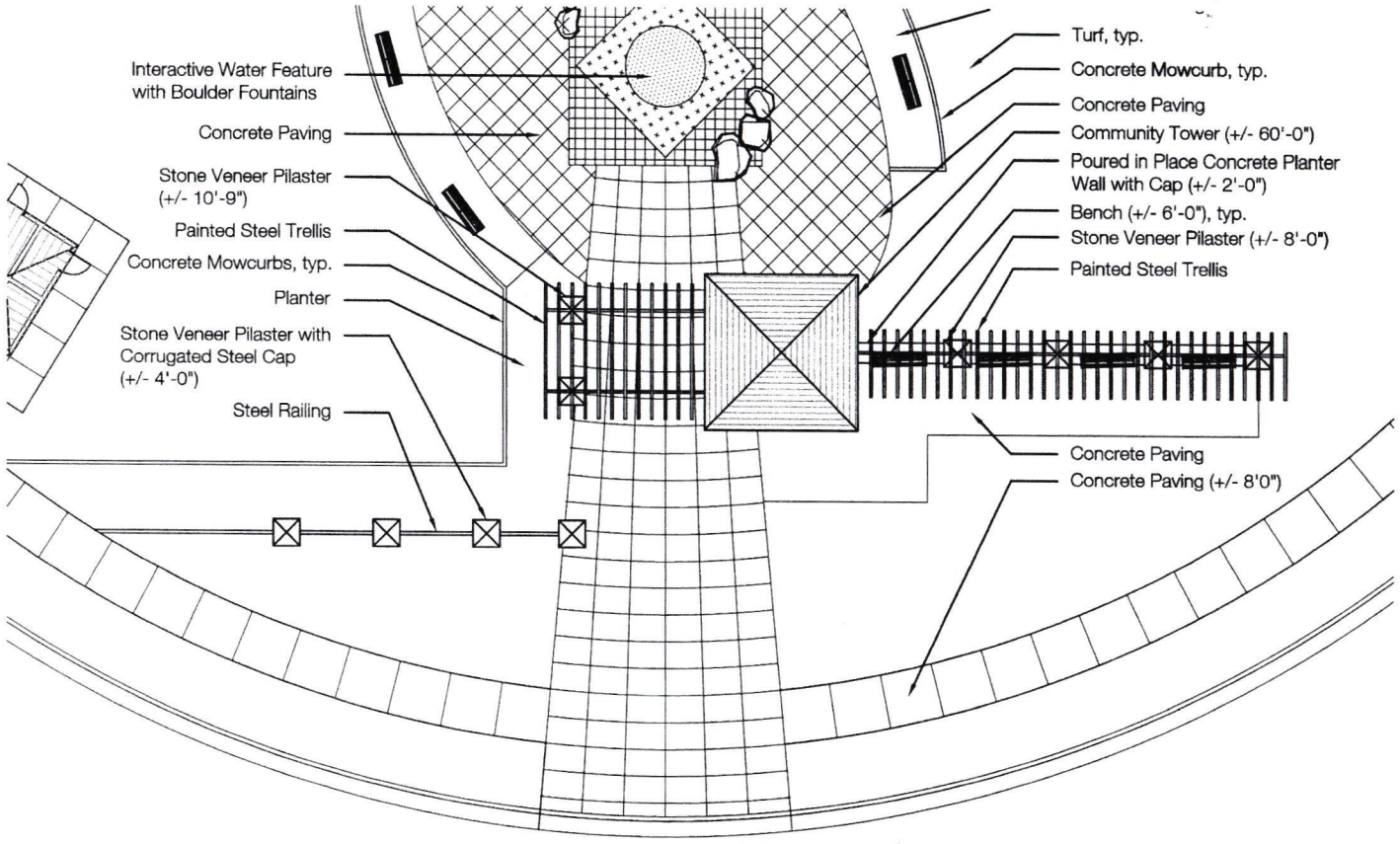
916.447.7400 / 916.447.8270 fax / www.hlagroup.com

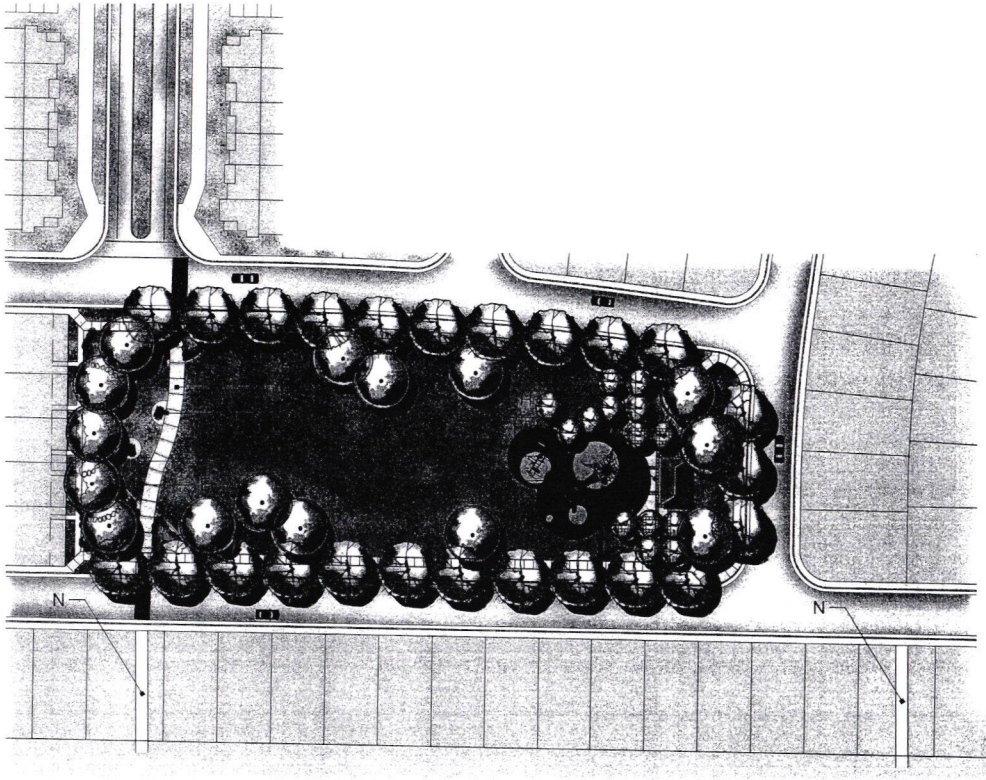
Capital Village
Rancho Cordova, California

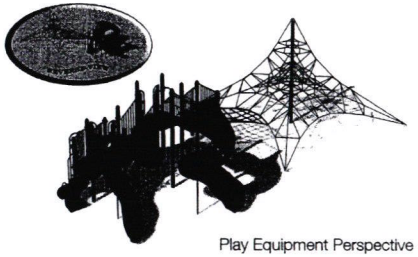


Community Tower Conceptual Plan

The HLA Group Landscape Architects & Planners, Inc.
1990 Third Street, Suite 500 / Sacramento, California 95814
916.447.7400 / 916.447.8270 fax / www.hlagroup.com

Capital Village
Rancho Cordova, California

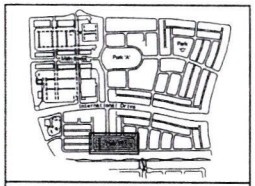




Play Equipment Perspective

Plan Legend

A	Street Trees Around Perimeter (Typical)
B	10' Wide Sidewalk
C	Picnic Table
D	Stepping Stone Path
E	Buffer Planting
F	Multi-Use Open Space
G	Accent Tree in Plaza
H	Shade Structure and Picnic Tables (Space for +/- 20 People)
I	Interlocking Pavers
J	Double Bay Swing set to Allow Both Full Seat and Toddler Swings
K	"Spacenet" Climbing Structure with Poured in Place Resilient Surfacing
L	Mixed Age Play Structure
M	Safety Fall Zone
N	Bike Path Connection to Zinfandel Villages at Stone Creek



Key Map

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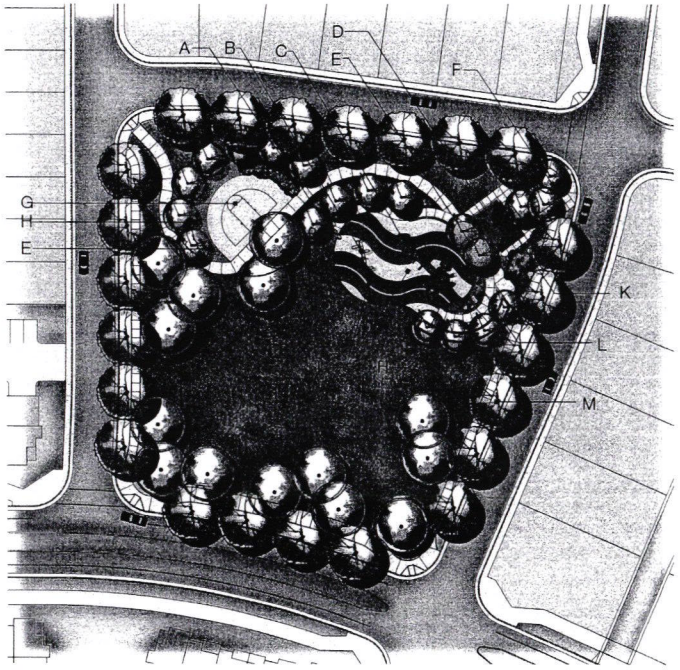
Capital Village

Park "B" Concept Landscape Plan

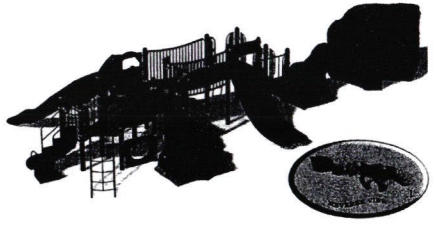
Rancho Cordova, California

January 25, 2005

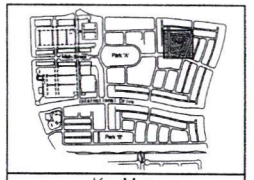


Plan Legend

A Boulders (Typical)
B Double Bay Swing Set to Allow Full Seat and Toddler Swings
C Play Structure with Integral "Rock" and "Ridge" Climbing Structures, and Poured In Place Resilient Surfacing
D Shade Structure and Picnic Tables (Space for +/- 20 People)
E Interlocking Pavers
F Park Entry Planter Area
G Half Court Basketball Court
H Benches (Typical)
I Safety Fall Zone
J Raised Stone Planter
K Low Rock Wall to Provide Sense of Enclosure
L Planting Area with Small Boulders
M Street Tree Around Perimeter (Typical)



Play Equipment Perspective



Key Map

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Capital Village
Park "C" Concept Landscape Plan
Rancho Cordova, California

January 25, 2005

5.3 Entry Monumentation

Relationships between architecture and landscape are essential to ensure the goals and objectives of the SPA Handbook are carried throughout the Capital Village community. Equitable standards that reflect connectivity and cultural interaction support an overall design philosophy that strives to provide a cohesive fabric for a mixed-use, town center community.

- Each entry monument will highlight and strengthen the community design theme with consistent materials and landscape palette.
- Community entry monuments to Capital Village will occur on four levels of design hierarchy (See Monumentation Site Plan):
    - Major
    - Minor
    - Village
    - Commercial
- Entry monument designs will correspond to the overall architectural design tone and incorporate aspects of the core style materials of smooth, stucco finishes; stone veneers; steel trellises; pre-cast concrete caps; poured-in-place concrete walls with visible formwork, and steel elements.
- Signage may be atypical yet will be thematic in style and font and responsive to each use, using a combination of materials including rough concrete with pre-cast steel lettering for major and minor community entries and steel signage with a welded steel frame and computer-cut lettering for village entries.
- Steel plaques with computer-cut logo designs will be set in tower pilaster elements, where appropriate and as determined by the Master Developer. Any additional signage will be of similar design as approved by the Master Developer prior to fabrication or installation.
- Community Monument design is conceptual and is subject to change. All landscape plantings and trees used in relation to all entry monumentation will adhere to the Master Plant List and will not block visual access to signage recognition.

5.3.1 Major Community Entry Monuments

Major community entry monuments will constitute the primary signature monumentation for Capital Village and exemplify the overriding design theme.

- The monuments will consist of poured-in-place concrete sign walls with visible formwork; stone veneer planter walls with pre-cast concrete caps; concrete planter walls with pre-cast concrete caps; stone veneer columns; painted steel trellises; and row of Italian Cypress Trees (See Major Entry Monument Conceptual Plan and Major Entry Monument Conceptual Elevation).
- The landscape plantings will be layered with uniform ground plane plantings of a single species of evergreen and flowering plant material, massings of flowering shrub material in two or more layers, and accent tree plantings of flowering species.
- Sign wall lettering will be up-lighted with ground-mounted fixtures. Lettering will not be box or backlit.

Zinfandel Drive, a main thoroughfare in Rancho Cordova, has major community entries for Capital Village at the Data Drive and International Drive intersections. Major entries are also located on Prospect Park Drive at Disk Drive and International Drive. The intersections of Zinfandel Drive and Data Drive, and Prospect Park Drive and Disk Drive each have a major community entry monument exclusively on the southernmost corners only. The intersection of Prospect Park Drive and International Drive has major community entry monuments flanking both sides of International Drive, as does the intersection of International Drive and Zinfandel Drive, with the incorporation of a community plaza area associated with the northernmost corner of International Drive (See Monumentation Site Plan).

5.3.2 Minor Community Entry Monuments

Minor community entry monuments will constitute the secondary level of signature monumentation for Capital Village and continue the overriding design theme.

- They will be smaller in scale than the primary, or major, entry monumentation and will employ the same core design elements and primary materials.
- The monuments will consist of poured-in-place concrete sign walls with visible formwork; stone veneer planter walls with pre-cast concrete caps; concrete planter walls with pre-cast concrete caps; stone veneer columns; and painted steel trellises (See Minor Entry Monument Conceptual Plan and Minor Entry Monument Conceptual Elevation).
- The landscape plantings will be layered with uniform ground plane plantings of species of evergreen and flowering plant material, massings of flowering shrub material in two or more layers, a single Italian Cypress Tree, and accent tree plantings of flowering species.
- Sign wall lettering will be up-lighted with ground-mounted fixtures. Lettering will not be box or backlit.

Minor community entry monuments will be located at the main intersections leading into the commercial/retail space and the cultural heart of the community and will occur at the following intersections (See Monumentation Site Plan):

- Zinfandel Drive and Main Street, flanking both sides of Main Street;
- Disk Drive and Road "B", on the southeastern corner of Road "B";
- Prospect Park Drive and Road "A", flanking both sides of Road "A";
- International Drive and Road "B", flanking both sides of Road "B".

5.3.3 Village Entry Monuments

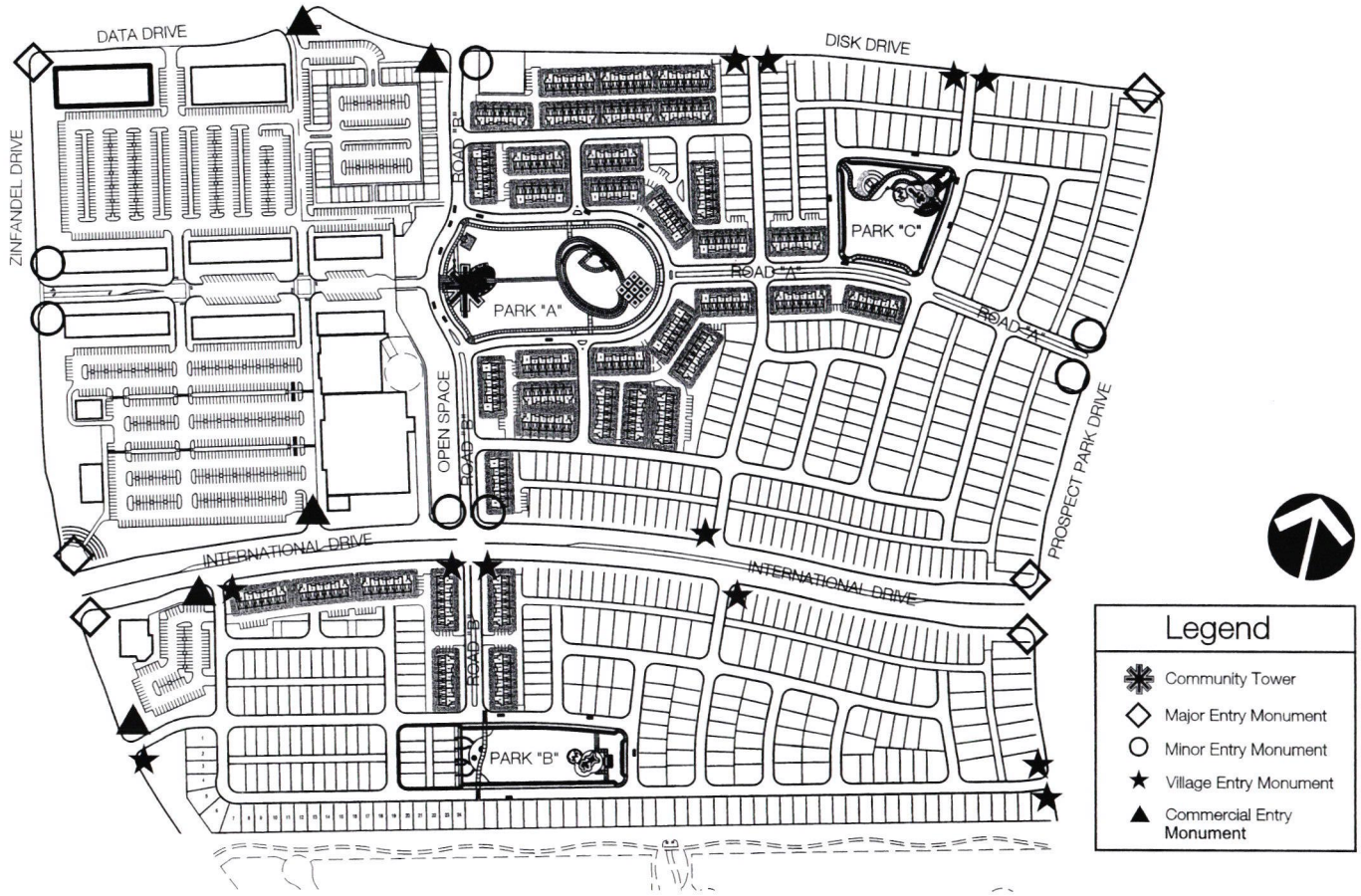
Village entry monuments will identify residential districts while reinforcing the overall Capital Village design theme. Responsive to the villages or districts they represent, the monuments will be human scale, with a vertical tower icon set at approximately six feet tall. This element will tie the iconography of the Community Tower to the residential districts – essentially, the people who compose the community; will respond to the verticality of the architecture; and will reflect the core style materials. (See Monumentation Site Plan for monument locations).

- In addition to the tower element, which has a smooth, stucco finish, a corrugated metal cap and steel plaque with a computer-cut image, village entries will have a poured-in-place concrete planter wall with a pre-cast concrete cap and a steel sign with a welded steel frame and computer-cut lettering.
- The planter will have a variety of low-growing shrubs, groundcovers, and enhanced ground plane planting to soften the angular lines of hard surface materials and provide a complement of color and texture.
- The landscape plantings will be layered with uniform ground plane plantings of species of evergreen and flowering plant material, massings of flowering shrub material in two or more layers, a single Italian Cypress Tree, and accent tree plantings of flowering species. The Italian Cypress tree will provide a unifying theme, and will represent a vertical element to balance the transitional space between pedestrian, or human scale, and multiple-level housing, or architectural scale (See Village Entry Monument Conceptual Plan and Village Entry Monument Conceptual Elevation).
- Sign wall lettering will be up-lighted with ground-mounted fixtures. Lettering will not be box or backlit.
- The Master Developer will determine the final location of the Village Entry Monumentation on plot plans of corner lots.

5.3.4 Commercial Center Entry Monuments

Commercial center entry monuments will identify commercial and retail outlets with signage and monumentation scaled primarily for pedestrians and motorists.

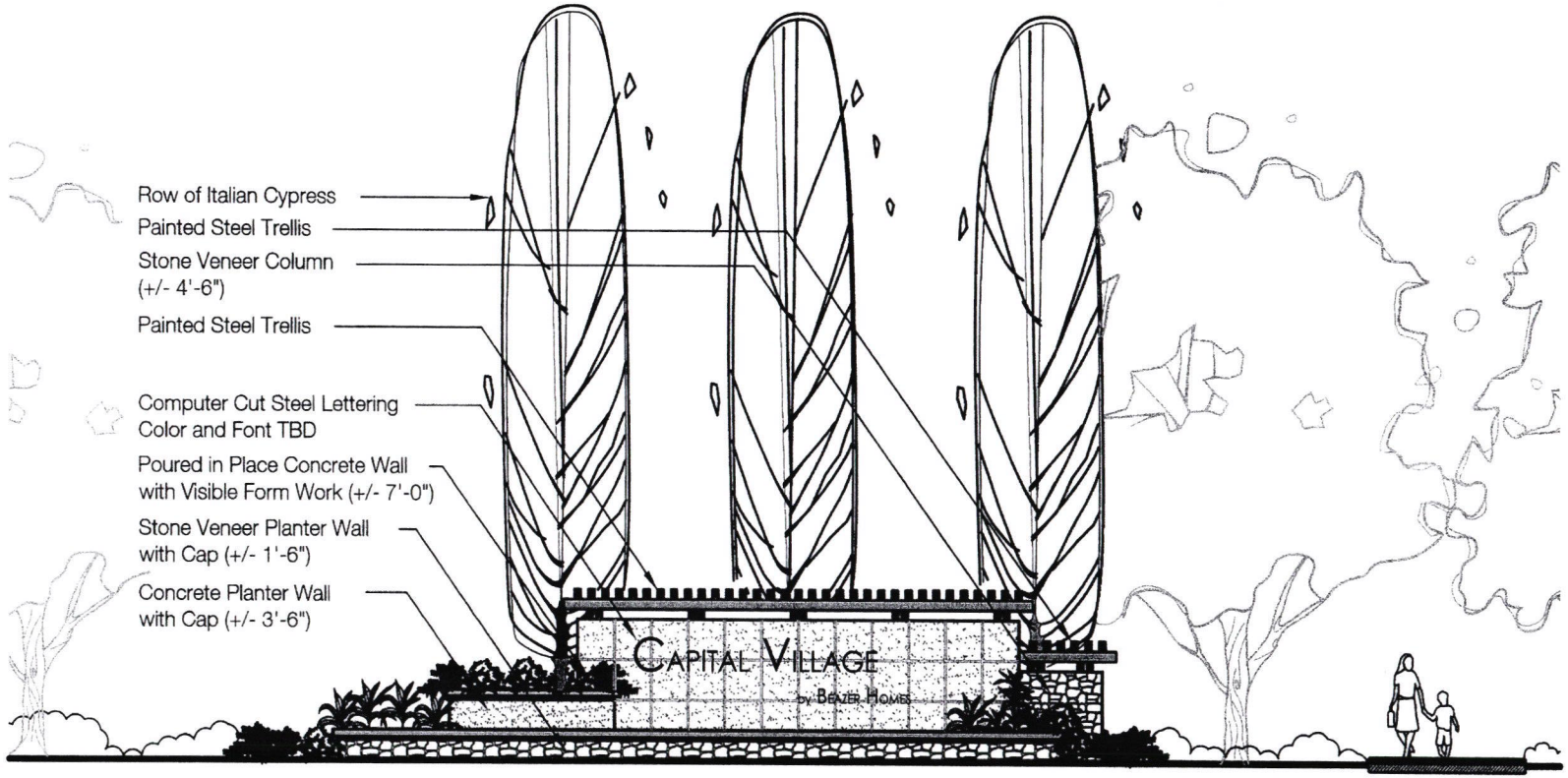
- The monuments will reinforce the community theme, with merchant signage made of the same materials as community and village signage.



Monumentation Site Plan

The HLA Group Landscape Architects & Planners, Inc.
1990 Third Street, Suite 500 / Sacramento, California 95814
916.447.7400 / 916.447.8270 fax / www.hlagroup.com

Capital Village
Rancho Cordova, California



Major Entry Monument Conceptual Elevation

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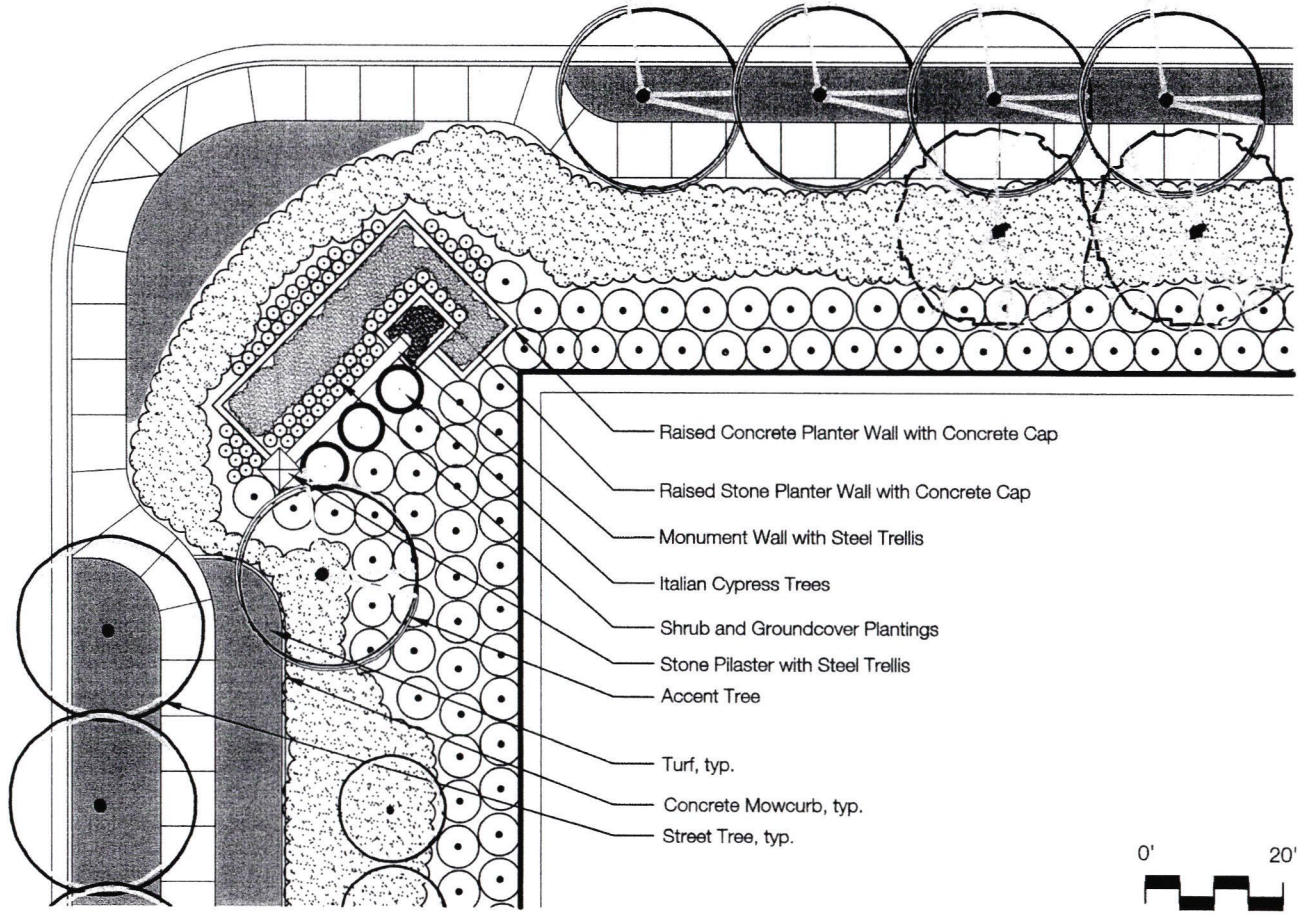

Major Entry Monument Conceptual Plan

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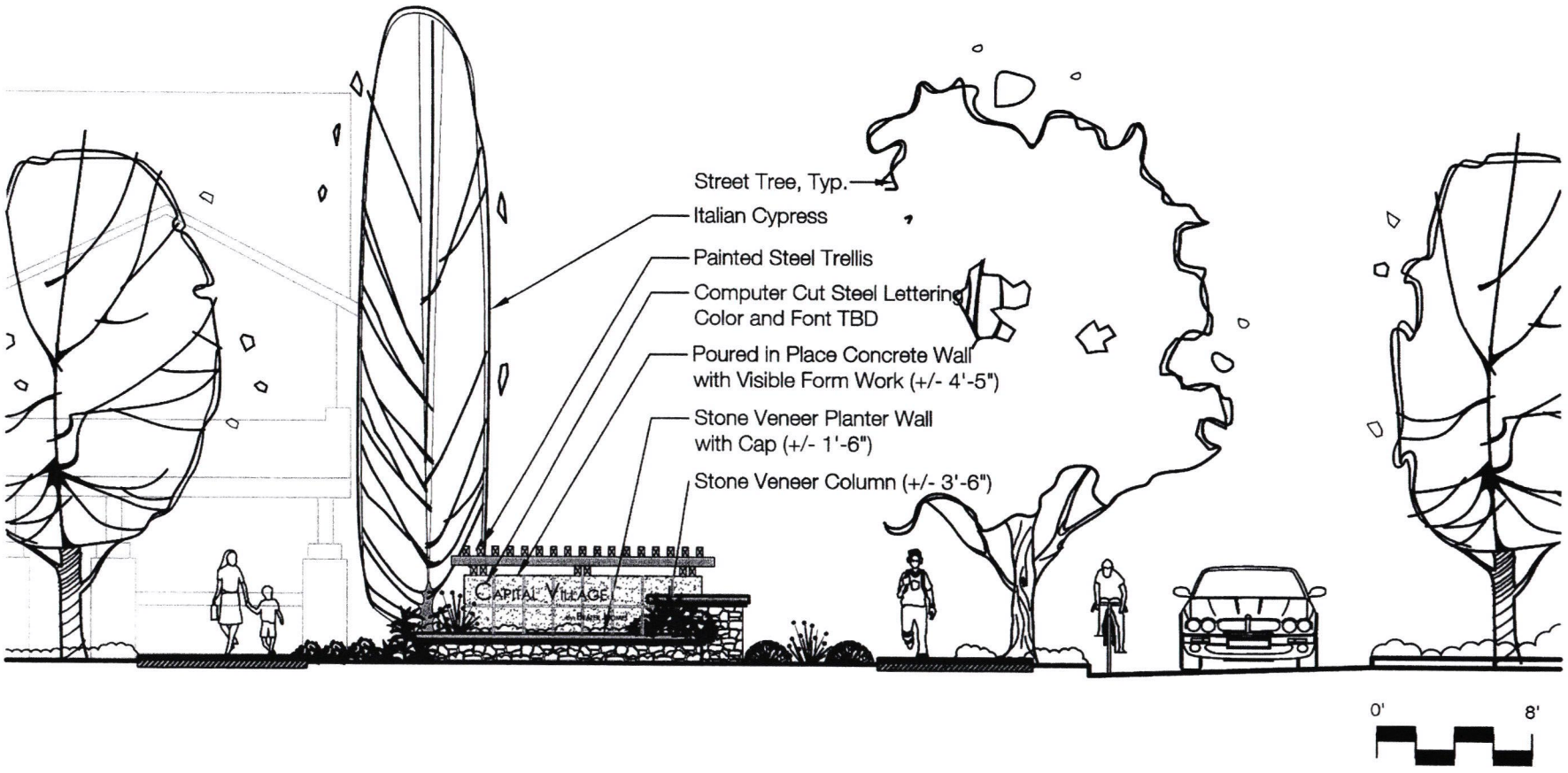

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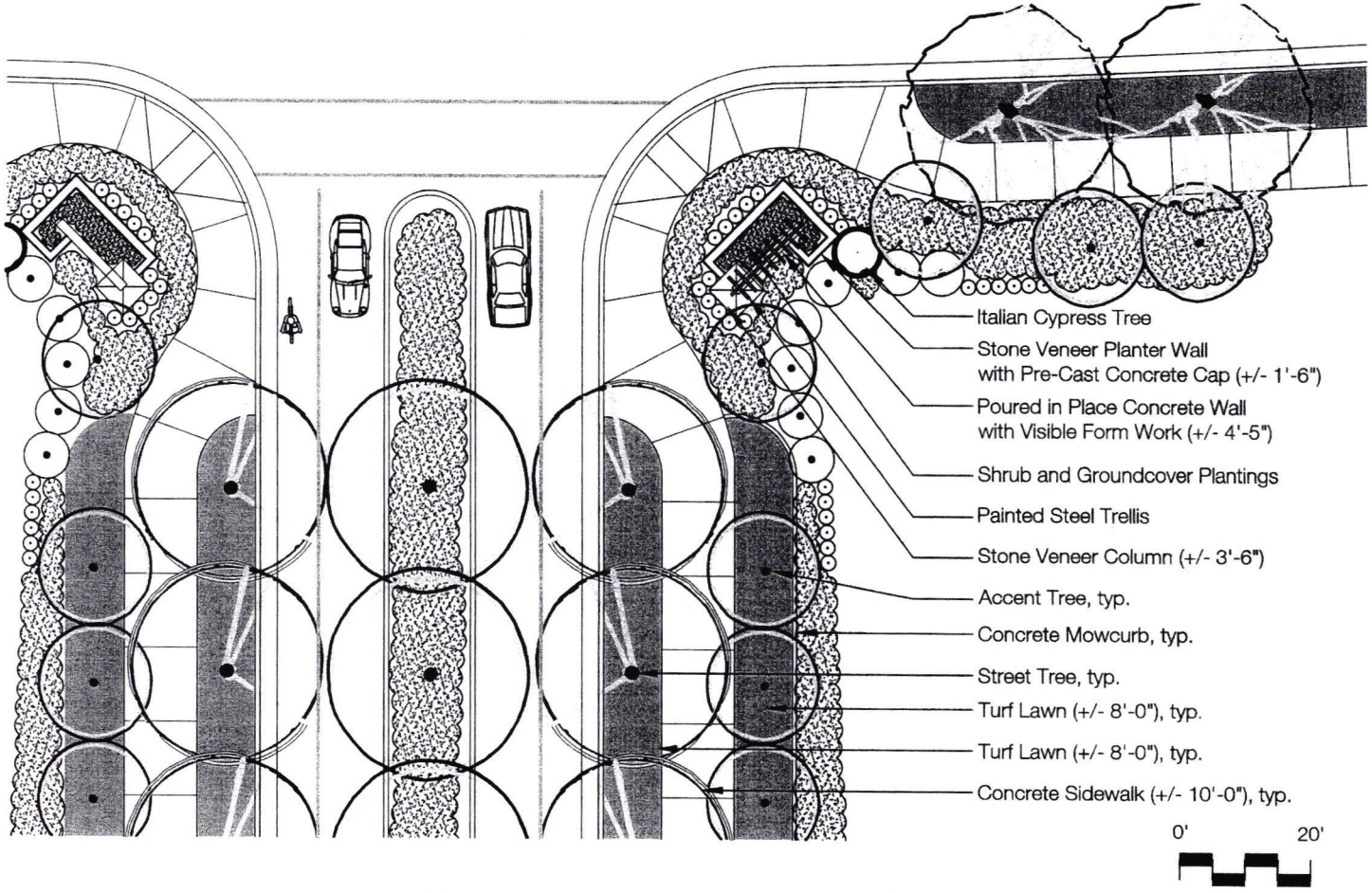

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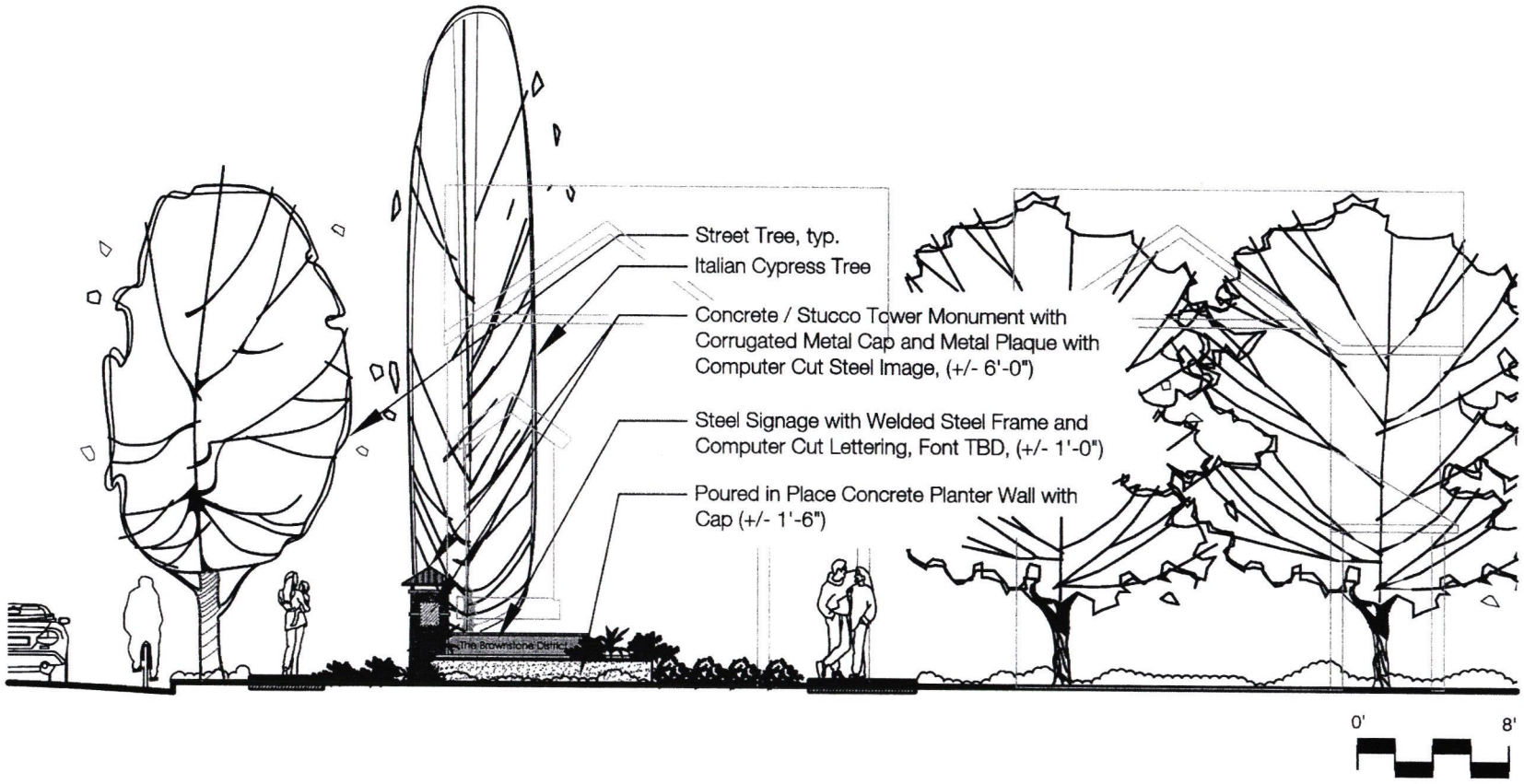
Rancho Cordova, California



Village Entry Monument Conceptual Elevation

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Capital Village
Rancho Cordova, California

5.4 Open Space and Drainage Ways

5.4.1 Open Space Corridor

The banks of the open space channel are formed with irregular edges and varying slopes to produce a natural looking edge. This treatment avoids the appearance of an engineered drainage channel in the center of Capital Village and provides the amenity of an attractive greenway in its place. The open space plantings are grouped together in an organic structure to foster a native character. Buffer plantings adjacent to the corridor further refine the corridor's appearance, and ease the transition back to the more formalized streetscapes and commercial landscaping.

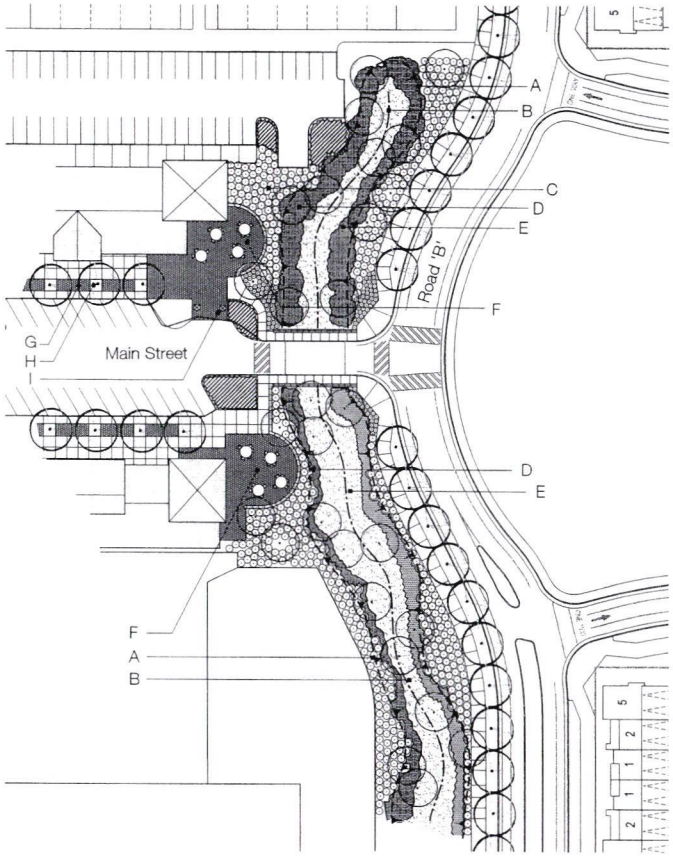
5.4.2 Landscape Easements and Open Space

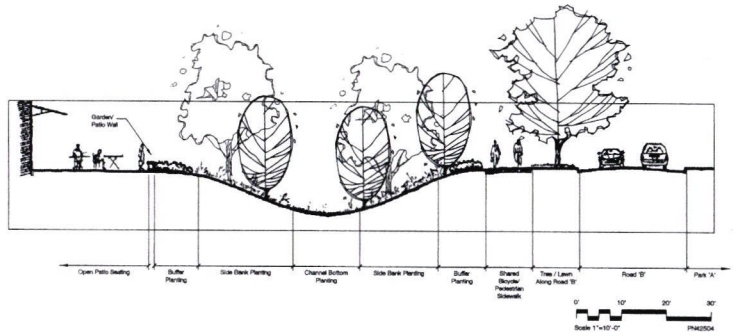
An overall landscape easement and open space design concept will ensure the connectivity, quality, and character of the community. The easements will be part of the overall circulation and community site design, serving to balance elements associated with commercial/retail aspects of the mixed-use community, such as loading and staging areas, and parking facilities. Each individual easement will serve in the overall picture of the site development, from framing the external expression of the community, to identifying key entry points and areas of transition of travel within the limits of Capital Village.

Landscape easements and open space areas will be divided into various areas, including streetscapes and common areas adjacent to townhouse districts; intersections and entry monument areas; the central open space corridor adjacent to the Town Center and Park "A"; and the smaller neighborhood parks. The palette of plant materials will consist of the plants that form the landscape concept of the community and are taken from the Master Plant List.

The main community open space parallels Road B, running from Main Street to International Drive. Designated as joint-use open space, it is a drainage facility, environmental habitat, and community amenity. It additionally forms a transition between the commercial, retail, and outdoor dining aspects of the community, the community gathering venue and green space of Park "A", and the various densities of residential development.

- The banks of the open space corridor will have irregular edges and varying slopes to produce a natural looking edge, encourage habitat and cover, and moderate stream flow.
- This aesthetic and functional treatment avoids the appearance of an engineered drainage channel in the center of Capital Village and provides the amenity of an attractive greenway in its place.
- The groupings of the open space plantings will form an organic structure, foster native character, enhance survival rates, and provide shade.
- Buffer plantings adjacent to the corridor will further refine the corridor's appearance, and form a transition between formalized streetscapes and landscape design.





Plan Legend

A	Top of Channel Bank
B	Center Line - Bottom of Channel
C	Buffer Planting (Typical)
D	Side Bank Planting (Typical)
E	Bottom of Bank Planting (Typical)
F	Outside Dining Terraces with Interlocking Pavers
G	Accent Paving Along Main Street, Interlocking Pavers
H	Street Tree Along Main Street
I	Stone Columns

Plant Palette

OPEN SPACE PLANTING

Tree and Shrub Massings

Acer negundo — Box Elder
Aesculus californica — California Buckeye
Baccharis pilularis — Coyote Bush
Cercis occidentalis — Western Redbud
Fraxinus latifolia — Oregon Ash
Juglands hindsii — Black Walnut
Quercus lobata — Valley Oak
Quercus wislizenii — Interior Live Oak
Rhamnus californica tomentella — Coffeeberry
Rubus vitifolius — California Blackberry
Salix goodingii — Black Willow
Salix hindsiana — Sandbar Willow
Salix laevigata — Red Willow
Salix lasiolepis — Arroyo Willow
Sambucus mexicana — Blue Elderberry

Hydroseed Mix

Elymnus triachycaulus — Slender Wheatgrass
Hordeum brachyantherum — Meadow Barley
Hordeum californicum — California Barley
Leymus triticoides — Creeping Wildrye
Trifolium tridentatum — Tomcat Clover

BUFFER PLANTING

Trees

Aesculus californica — California Buckeye
Platanus racemosa — California Sycamore
Quercus rubra — Red Oak
Tilia cordata — Little Leaf Linden
Zelkova serrata — Zelkova

Shrubs

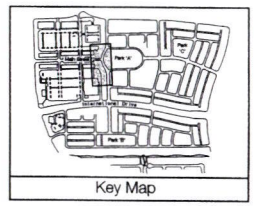
Arctostaphylus densiflora 'Howard McMinn' — Manzanita
Cercis occidentalis — Western Redbud
Cistus purpureus — Orchid Rockrose
Heteromeles arbutifolia — Toyon
Rhamnus californica 'Eve Case' — California Coffeeberry
Rosa California — California wildrose

Perennial Accent Shrubs

Convolvulus cneorum — Bush Morning Glory
Helictotrichon sempervirens — Blue Oat Grass
Muhlenbergia rigens — Deer Grass
Zauschneria californica — California Fuchsia

Ground Covers

Baccharis pilularis 'Pigeon Point' — Coyote Bush
Arctostaphylos 'Emerald Carpet' — Emerald Carpet Manzanita



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Capital Village
Open Space Concept Landscape Plan
Rancho Cordova, California

January 25, 2005

0' 30' 60' 90'
Scale 1"=30'-0"

5.5 Streetscapes

Though each streetscape is unique within the Capital Village community, each will be consistent in the use of landscape plantings and other streetscape elements, which will clearly define the overall design intent of the community, reflect the hierarchy of pedestrian, bicycle, and vehicular circulation, and promote the unique character of the various land uses and community districts. Diversity will be created in the streetscape design by the use of deciduous and evergreen plant material in a balanced, layered and clustering combination.

5.5.1 Zinfandel Drive

Zinfandel Drive is a significant landscape space for the City of Rancho Cordova and Capital Village. The Zinfandel Drive streetscape design will provide an entrance experience to the eclectic, urban-based architectural design of the Town Center, Main Street and all community districts and open spaces; retain a sense of maturity with existing trees while adding additional texture, color, and scale with new plantings and entry monumentation at key intersections; and preserve consistency with adjoining developments.

Landscape improvements, which are conceptual and subject to change, will have elements consistent with the City of Rancho Cordova's general guidelines for arterial streets, and are listed below:

- A separated sidewalk approximately eight (8) feet wide shall extend the length of the development along Zinfandel Drive, with the exception of the intersections at Data Drive, Main Street, International Drive, and the southern most community entrance, which will have the required ADA ramping and adjacent sidewalks next to curb;
- The above referenced intersections will receive a variety of entry monument treatments (See Monumentation Site Plan);
- A turf lawn will extend approximately twelve (12) feet from back of curb to front of separated sidewalk, and from the back of separated sidewalk approximately ten (10) feet to edge of mowcurb. The width of mowcurb will be approximately six (6) inches;
- A single row of street trees, in a single species, shall be planted in a straight line at a minimum of 25-foot on center spacing down the middle of the turf lawn that occurs from the back of curb to front of separated sidewalk;
- The ground plane material within the easement width from back of mowcurb to commercial/retail property lines will be a mix of shrubs and drought tolerant groundcover;
- Existing trees shall be preserved where appropriate to retain tree canopy and massing qualities, provide screening to commercial/retail parking areas, and promote a mature character to the development.
- Views into the Commercial/Retail Sites shall be created to provide visual access to retail and buildings;
- Additional street and accent trees shall occur in informal groupings in the landscape area between back of mowcurb and commercial/retail area property lines and shall match and/or compliment existing tree species.

5.5.2 International Drive

International Drive is an important landscape space for the City of Rancho Cordova and Capital Village. It will receive a much different treatment than Zinfandel Drive that is appropriate to the more intimate community and district character of its space and the relationships to its residential context. The International Drive streetscape design will use street and median trees to soften the thoroughfare aspect of the road and slow traffic while taking its lead from the concept of "architecture to the street". The street will not be hidden or camouflaged, but rather will be viewed as a unifying and aesthetic element to capture the character of the neighborhood districts through the use of consistent landscape plantings, entry monumentation, and relationships with residential accent trees and landscape. The retention of existing median street trees will ensure a sense of maturity as the community grows over time and preserve consistency with adjoining developments.

Landscape improvements, which are conceptual and subject to change, will have elements consistent with the City of Rancho Cordova's general guidelines for arterial streets, and are listed below:

- A separated sidewalk approximately eight (8) feet wide shall extend the length of the development along International Drive, with the exception of the intersections at Zinfandel Drive, Road "B", Prospect Park Drive, and additional community and commercial/retail entrances, which will have the required ADA ramping and adjacent sidewalks next to curb;
- The above referenced intersections will receive a variety of entry monument treatments (See Monumentation Site Plan and Section C above);
- A turf lawn will extend approximately eight (8) feet from back of curb to front of separated sidewalk along both frontages of International Drive;
- A single row of street trees, in a single species to match and/or compliment existing median trees, shall be planted in a straight line at a minimum of 25-foot on center spacing down the middle of the turf lawn that occurs from the back of curb to front of separated sidewalk;
- The ground plane material within the easement width from back of separated sidewalk to property lines will be a mix of shrubs and drought tolerant groundcover;
- Existing trees shall be preserved where appropriate to retain tree canopy and massing qualities, provide screening to commercial/retail parking areas where appropriate, and promote a mature character to the development;
- Views into the Commercial/Retail Sites shall be created to provide visual access to retail and buildings;
- Additional secondary street and accent trees shall occur in informal groupings in the landscape area between back of sidewalk and commercial/retail area property lines, and as required in residential landscape guidelines, and shall match and/or compliment existing tree species;
- Groundcover plantings in the median of International Drive of evergreen shrubs shall be massed. Nosings less than 3-foot in width shall receive enhanced paving of unit-pavers, or colored stamped concreted. Grouted river rock is prohibited.

5.5.3 Roads "A" and "B"

Roads "A" and "B" are pivotal spaces in the heart and character of Capital Village. Landscape improvements along the roads will act to unify the various districts and provide continuity as a single species of street trees follow each road, encircle the park, and continue along Main Street to its junction at Zinfandel Drive.

The elements of the roads will have elements consistent with the City of Rancho Cordova's general guidelines for residential collector streets listed below:

- Residential collector streets will vary from arterial streets and residential local streets in travel lane configurations, and may contain landscaped medians;

- A single row of street trees, in a single species for each arterial road, shall be planted in a straight line at a minimum of 25-foot on center spacing in the middle of the turf strips of the separated sidewalks along both frontages;
- Accent trees shall occur in informal groupings planted between the sidewalk and the property lines to provide massing and establish a relationship with the architecture of the housing type. Mixed massings of flowering trees and evergreen species are encouraged.

5.5.4 Residential Streets

The residential landscapes of Capital Village vary in their diversity of housing types. As such, for the purposes of this section, residential streets will be defined as single-family and multi-family and will have elements consistent with the City of Rancho Cordova's general guidelines for residential streets.

5.5.4.1 Single-Family

Landscape improvements along single-family residential streets will have elements consistent with the general guidelines listed below:

- Residential streets will vary from arterial and collector streets in travel lane configurations, and overall right-of-way widths;
- Residential neighborhood streets will be characterized by consistent street trees, which will provide a unity of landscape character. Trees will be consistent on each street, will vary from street to street according to the Master Street Tree Site Plan, and will be planted at a minimum of 25-foot on center spacing on a straight line.

5.5.4.2 Multi-Family

Landscape improvements to multi-family, multi-function townhouse districts will relate directly to the transitional, community open spaces surrounding the structures and their uses, and will be consistent with the general guidelines listed below:

- Street trees in townhouse districts that occur along International Drive, Roads "A" and "B", and single-family residential streets shall correspond to tree placement and species type standards consistent with guidelines for each referenced category;
- Open spaces occurring between the community's central green space of Park "A" and the lesser green space of Park "B" and adjacent townhouse villages shall use groupings of small canopy accent trees to ensure massing and definition for transitions of public and private space, form a relationship with architectural character, and provide connectivity with the corresponding street tree palettes.

5.5.5 Commercial/Retail Parking Lots

- Parking lot shade trees shall conform to the City of Rancho Cordova 50% shade in 15 years requirement;
- Aisle delineator accent trees shall be used at parking lot entries and along drive aisles to differentiate access point and through ways;
- Parking lot trees shall be taken from the Master Plant List and will be a mixture of deciduous and evergreen tree species.

5.6 Landscape Palette

5.6.1 Landscape Palette

The landscape palette developed for Capital Village will insure a cohesive element of design throughout the community. The proposed plant palette will achieve a strong delineation of street rights-of-way, corresponding landscape easements, open space corridor, parks, and community focal points. Basic criteria for the selection and use of specific plant material are as follows:

- All proposed plant material will be selected for its compatibility with the environmental conditions of Rancho Cordova;
- Plant material selection and planting locations will consider the site, relationships to building structures, and solar/climatic orientation as well as utilizing water-wise materials;
- Plant material selections for project perimeters, streetscapes, intersections, parks, open spaces will be achieved with those plants listed in the corresponding plant palette;
- All installed plant materials will be located to provide clear views for traffic, public safety, signage, lighting, and community entry monumentation;
- All installed landscapes will utilize an automatic irrigation system utilizing water-conserving design;
- All trees will be a minimum fifteen-gallon (15 gal.) container size, unless specified otherwise. All shrub plantings will contain a fifty (75) percent minimum of five (5) gallon container size plant material, and the balance one (1) gallon container size plant material;
- Special attention shall be required in the design of the planting plan to:
  - Preserve or frame desirable vistas or views of site features, i.e. to parks, open spaces/multi-purpose drainage channel and the Town Center;
  - Screen or soften undesirable views of exposed residential alleyways, utility equipment, extensive areas of parking lots, and staging areas for commercial and/or retail uses. A mixture of evergreen and deciduous species is required in these locations.

5.6.2 Canopy Street Trees

The design goal of the Street Tree Master Plan is to establish Capital Village as a desirable place to live, work, entertain, and recreate, as well as help create an ambience of permanence, value, and quality. To do so, the Street Tree Master Plan, and to a significant extent these guidelines, strives to emulate the patterns and order of exemplary mixed-use, town center-based, and pedestrian-oriented landscapes. Street trees will vary from street to street to establish individual identity and character while melding the diversity of land uses in the community together as a whole.

- In keeping with the goals of the street tree master plan concept, dominant street trees throughout the community will be designated by street, and will be taken from the Master Plant List. The use of large canopy trees will ensure shaded, walkable streets, mitigating the heat of summer while enhancing neighborhoods with a strong canopy;
- All street trees shall be a minimum of fifteen-gallon (15 gal.) box size;
- All street trees shall be planted a minimum of four feet (4') from the back of walk in the center of the space formed by the separated sidewalk;
- There shall be a minimum of one street tree for every 30' of street frontage;
- If the designated street tree is an evergreen species, accent trees shall be a mixture of 33% evergreen and 66% deciduous species. Conversely, if the designated street tree is deciduous, then accent trees shall be 66% evergreen and 33% deciduous species;
- To achieve a natural front yard look, the secondary and accent trees shall be placed in an informal massings or clusters to the rear of the front yard, particularly near front doors, with the exception of townhouse districts;
- The planting of street trees in a straight line along street frontages shall be achieved;
- The clustering of trees near property lines is preferred. However, no trees shall be planted directly on property lines;
- Continuity of design through the use of repetition of similar trees and consistent planting arrangements, i.e. massing

and/or clustering, is preferred, i.e. the same accent tree at front doors, or the same species and planting arrangements of trees in sideyards;
- Street and secondary accent trees are encouraged to be located to create cooling summer time shading for adjacent homes and to maximize warming wintertime solar exposure.

5.6.3 Accent Trees

Deciduous and evergreen accent trees are placed at all community entry features, with Italian Cypress as an iconographic and unifying element. These trees, with the addition of the community street trees, establish strong relationships and contrast to the form, color, scale and material of the overriding architectural style of each district theme in the community while providing shade and seasonal interest.

5.6.4 Secondary and Tertiary Front Yard Trees & Shrubs

The selection and use of additional front yard trees for shade, accent and streetscape interest will further add to the strength and enduring value of Capital Village. Secondary and tertiary layers of subordinate tree species will be used in front yards to provide additional structural and spatial form, lend variety and seasonal interest for homeowners and community residents, and blend or soften transitional spaces between land uses. These trees will be called out on production front yard landscape plans.

Flowering trees, evergreens, and trees of botanical interest and value have been included in master plant list and will be required in all front, side yards, and common open spaces adjacent to townhouse districts. Secondary and tertiary front yard trees shall be a minimum 15-gallon size.

5.6.5 Turf Areas

- All turf areas shall be sodded or seeded. Turf blend shall be a drought tolerant, 95% Dwarf Fescue and 5% Bluegrass blend as specified in the plant list provided herein;
- The turf area shall be properly soil amended, compacted, finish graded and rolled prior to the laying of the sod or seed;
- Slopes within turf areas shall not exceed a slope of 25% (4:1) and shall have a minimum slope of 2% (50:1);
- Where trees are planted in turf areas, remove turf from around trunk to create a 2'-0" diameter basin;
- Concrete mowcurbs shall be installed to separate lawn areas from shrub planting areas.

5.7 Master Plant List

The following composite Master Plant List for Capital Village itemizes the intended plant palette. This list is conceptual and is subject to change. Market conditions may affect availability. It will be at the discretion of the landscape architect to evaluate, approve, or reject any changes or substitutions in this list. Characteristics that are most similar to those materials indicated on the master Plant List will constitute the basis of evaluation.

5.7.1 Street Trees

Botanical Name	***Common Name***
Acer rubrum 'Red Maple'	Red Sunset Maple
Celtis sinensis	Chinese Hackberry
Platanus acerifolia 'Bloodgood'	London Plane Tree
Quercus ilex	Holly Oak
Quercus suber	Cork Oak
Zelkova serrata "Village Green"	Village Green Zelkova

5.7.2 Secondary Street Trees

Botanical Name	***Common Name***
Betula pendula	Weeping European Birch
Cedrus deodara	Deodar Cedar
Fagus sylvatica	European Beech
Pistacia chinensis	Chinese Pistache

5.7.3 Accent Trees

Botanical Name	***Common Name***
Crataegus phaenopyrum	Washington Hawthorn*
Cupressus sempervirens	Italian Cypress
Lagerstroemia indica 'Comanche'	Crape Myrtle*
Pyrus calleryana 'Redspire'	Redspire Pear
Sequoia sempervirens	Coastal Redwood

*Multi-stemmed

5.7.4 Parking Lot Trees

Botanical Name	***Common Name***
Cedrus deodara	Deodar Cedar
Fraxinus oxycarpa 'Raywood'	Raywood Ash
Ulmus parvifolia 'True Green'	Chinese Elm

5.8 Open Space Plant Palette

5.8.1 Open Space Planting

Tree and Shrub Massings

Botanical Name	***Common Name***
Acer negundo	Box Elder
Aesculus californica	California Buckeye
Baccharis viminea	Mulefat Baccharis
Cercis occidentalis	Western Redbud
Fraxinus latifolia	Oregon Ash
Jungland hindsii	Black Walnut
Quercus lobata	Valley Oak
Quercus wislizenii	Interior Live Oak
Rhamnus californica tomentella	Coffeeberry
Rubus vitifolius	California Blackberry
Salix gooddingii	Black Willow
Salix hindsiana	Sandbar Willow
Salix lasiolepis	Red Willow
Salix laevigata	Arroyo Willow
Sambucus mexicanus	Blue Elderberry

Hydroseed Mix

Botanical Name	***Common Name***
Elymnus trachycaulus	Slender Wheatgrass
Hordeum brachyantherum	Meadow Barley
Hordeum californicum	California Barley
Leymus triticoides	Creeping Wildrye
Trifolium tridentatum	Tomcat Clover

5.8.2 Buffer Planting

Trees

Botanical Name	***Common Name***
Aesculus californica	California Buckeye
Platanus racemosa	California Sycamore
Quercus rubra	Red Oak
Tilia cordata	Little Leaf Linden
Zelkova serrata	Zelkova

Shrubs

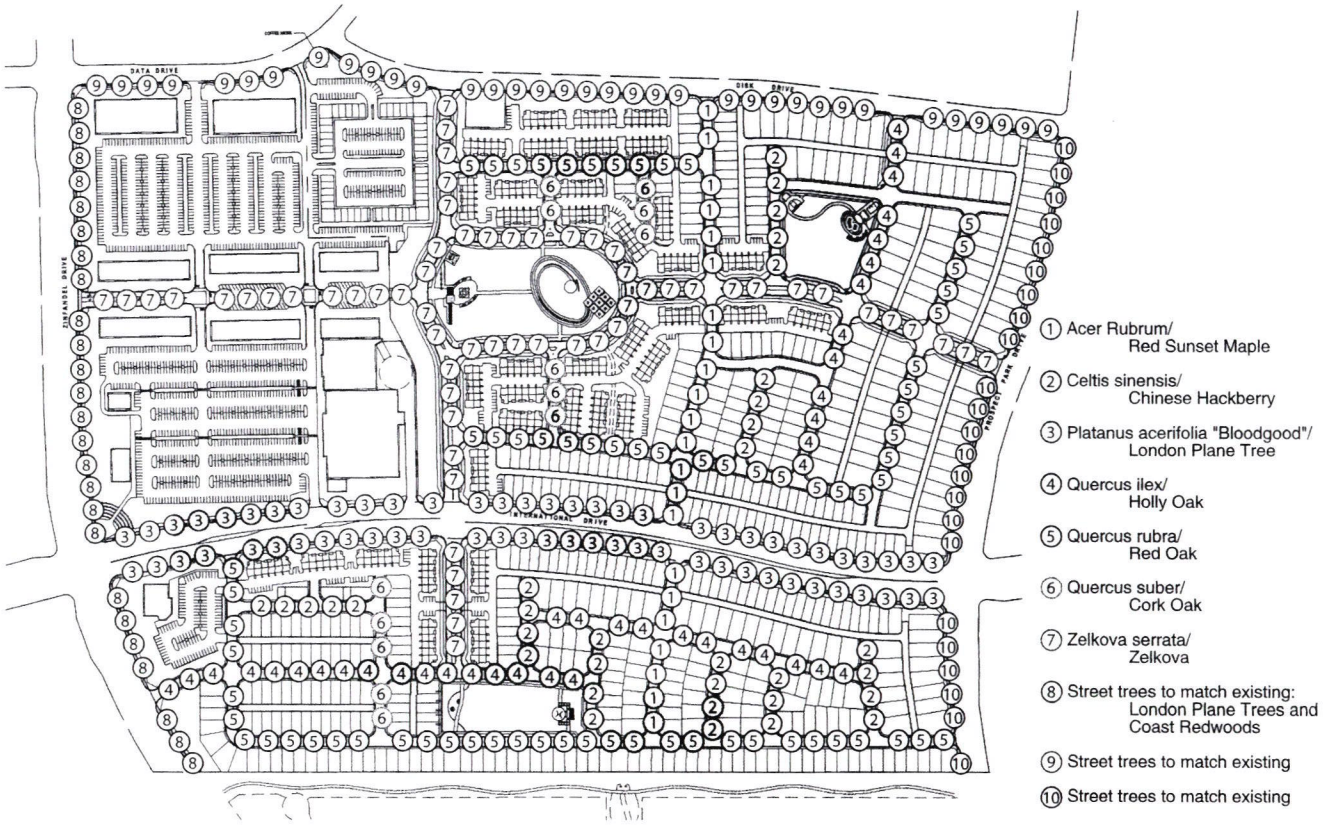
Botanical Name	***Common Name***
Arctostaphylus densiflora - 'Howard McMinn'	Manzanita
Cercis occidentals	Western Redbud
Cistus purpureus	Orchid Rockrose
Heteromeles arbutifolia	Toyon
Rhamnus californica 'Eve Case'	California Coffeeberry
Rosa Californica	California Wildrose

Perennial Accent Shrubs

Botanical Name	***Common Name***
Convolvulus cneorum	Bush Morning Glory
Helictotrichon sempervirens	Blue Oat Grass
Muhlenbergia rigens	Deer Grass
Zauschneria californica	California Fuchsia

Ground Covers

Botanical Name	***Common Name***
Baccharis pilularis 'Pigeon Point'	Coyote Bush
Arctostaphylos 'Emerald Carpet'	Emerald Carpet Manzanita



Street Tree Key and Site Plan

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Capital Village
Rancho Cordova, California

6. Utilities and Infrastructure

6.1 Sanitary Sewer

The Capital Village SPA is located within the boundaries of the Sacramento County Sanitation District No. 1 (CSD-1) and the Sacramento Regional County Sanitation District (SRCSD). At build-out, the southern two thirds of the Plan Area will gravity sewer through the existing sewer collection facilities southwest of the Plan Area, connecting to the Capital Center Sewer Lift Station. CSD-1 is currently working to replace this sewer lift station with a gravity pipe outfall that will connect to the extension of the new SRCSD Bradshaw Interceptor within the next two years. The northern third of the Plan Area will connect into the existing gravity sewer collection system, which flows to the Zinfandel Pump Station. The existing CSD-1 trunk sewer facilities were sized and constructed to provide service to the Plan Area in the early 1980's when the Cook Capital Center was constructed.

The following Sewer Service Standards and Guidelines are identified to ensure necessary infrastructure is provided in a timely manner, consistent with the project-phasing plan:

- The City of Rancho Cordova General Plan citywide policy mandates public sewer service for new residential developments of densities greater than one unit per two acres. Consistent with this policy, the SPA will be served by a public sewer collection system.
- Design and construction of phased sewer infrastructure into and through the Plan Area will be done with the approval and to the satisfaction of the City of Rancho Cordova and CSD-1 staff.
- Building permits for proposed projects shall not be approved until an approved Sewer Study for the Plan Area is approved by CSD-1.
- Interim sewer facilities, if required for phased development of the Plan Area, shall be designed in consultation with CSD-1 and SRCSD.
- The proposed on-site sewer collection system is illustrated by phase page 68.

6.2 Water Service

The Plan Area is within the service area of the Southern California Water Company (SCWC). SCWC will provide water service to the Plan Area. The SCWC has an adequate source of water to meet the needs of the Plan Area as outlined in their 610 letter provided to the City. A water distribution system, constructed in phases, in and through the Plan Area will consist of 12-inch and 8-inch diameter pipes, providing water to each of the proposed land uses in the quantity and pressure necessary for the intended development. Development of the project's water system will be consistent with the Regional Water Forum Agreement. Each project development phase will convey water in the appropriate quantity and pressure to support the proposed level of development without impacting the surrounding area.

Water demands were projected for the Plan Area based on the land uses identified and the standard methodology implemented by the SCWC. The projected demands are similar to the existing water uses within the SCWC service area. The proposed water distribution system has been designed and sized to service this demand.

The following Water Service Standards and Guidelines are identified to ensure necessary infrastructure is provided in a timely manner, consistent with the project-phasing plan:

- The City of Rancho Cordova General Plan Citywide policy mandates public water service for new residential developments of densities greater than one unit per two acres. Consistent with this policy, the SPA will be served by a public water distribution system.
- Design and construction of phased water infrastructure into and through the Plan Area will be done with the approval and to the satisfaction of the City of Rancho Cordova and SCWC staff.
- Building permits for proposed projects shall not be approved until SCWC staff approves a Water Distribution Plan for the Plan Area.
- Interim water facilities, if required for phased development of the Plan Area, shall be designed in consultation with City and SCWC staff.

6.3 Drainage

The Plan Area is essentially flat, with an average slope across it of approximately 0.10 percent. Stormwater run-off generally flows from the northeast to the southwest. Existing trunk drainage facilities are located in the surrounding roadways and were sized and constructed to provide drainage service to the Plan Area in the early 1980's when the Cook Capital Center was constructed.

There are three distinct and separate drainage sheds within the Plan Area. One is the commercial-retail site, the second is the residential area north of International Drive, and the third is the area south of International Drive. The commercial-retail drainage shed will discharge runoff to the west toward Zinfandel Drive, developing its own underground collection system, outfalls and water quality/detention features. Drainage sheds two and three will construct separate phased underground storm drain collection system, conveying urban stormwater run-off to the two water quality/detention basins, respectively. The on-site drainage collection system is illustrated by phase on page 68. Attenuation of post project flows is not warranted because the stormwater runoff anticipated from the Plan Area under its existing zoning is more than the proposed runoff. Adequate overland release paths to convey runoff in excess of the pipe capacities shall be provided.

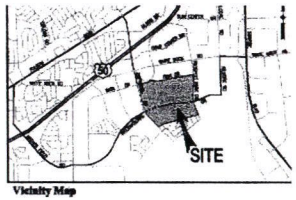
Each of the two residential water quality/detention basins will act as a filtration system that will allow sediment and suspended oils the opportunity to be filtered from the runoff before it is discharged into the public drainage system. Additionally, stormwater quality throughout the Plan Area will be protected by the incorporation of the National Pollutant and Discharge Elimination System (NPDES) and the application of Best Management Practices (BMP's). These measures will be an integral part of the project improvement plans and are required during construction. The two water quality/detention basins are illustrated on pages 69 and 70.

Beazer - CAPITAL VILLAGE

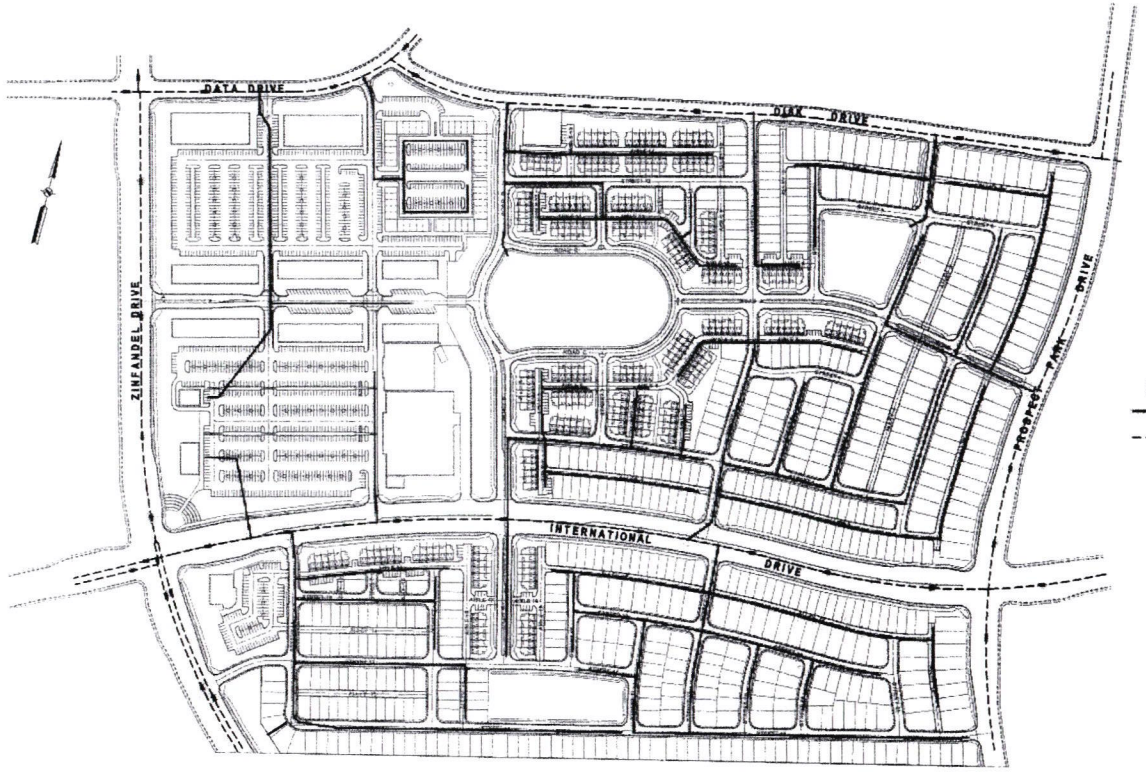
CITY OF RANCHO CORDOVA, CALIFORNIA

PROPOSED ONSITE SEWER COLLECTION SYSTEM

FEBRUARY, 2005



Vicinity Map

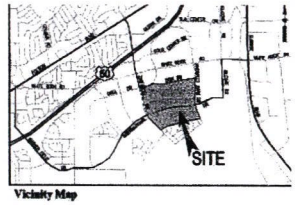


Beazer - CAPITAL VILLAGE

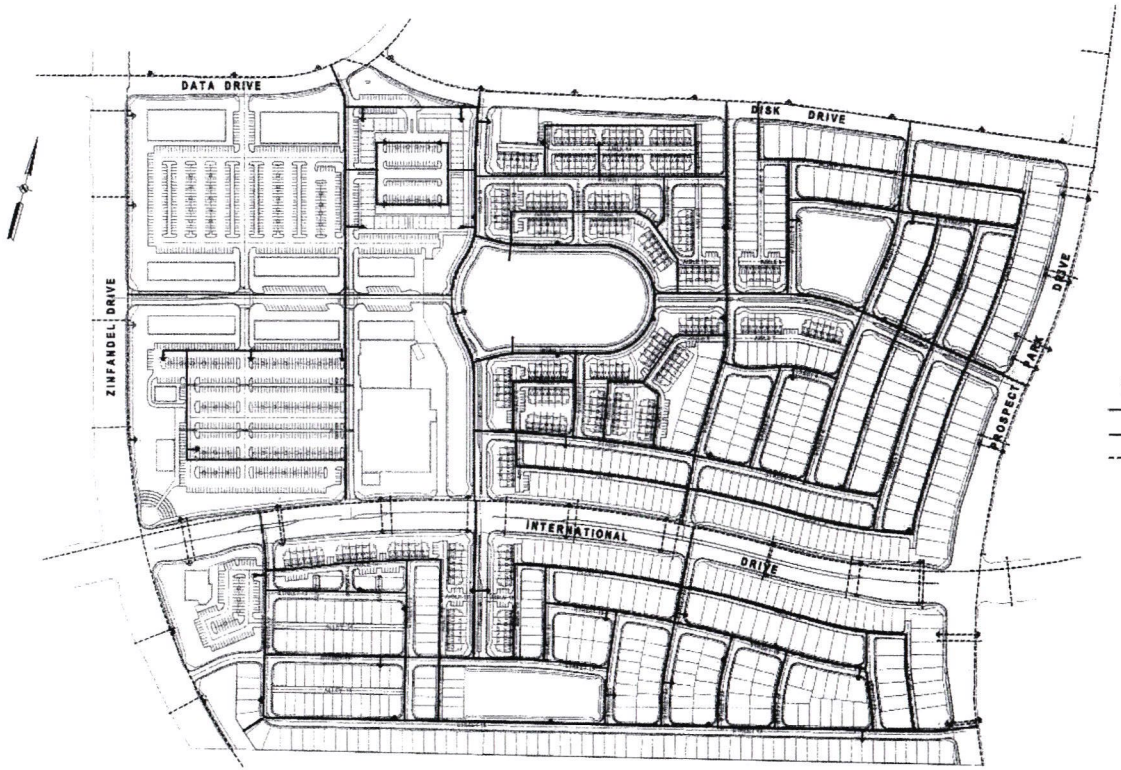
CITY OF RANCHO CORDOVA, CALIFORNIA

PROPOSED ONSITE WATER DISTRIBUTION SYSTEM

FEBRUARY, 2005



Vicinity Map



Legend

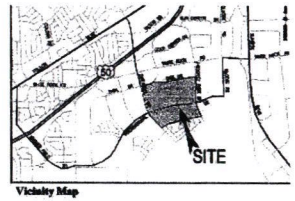
- Proposed 12" Water
- Proposed 8" Water
- Existing Water
- Proposed Fire Hydrant
- Existing Fire Hydrant

Beazer - CAPITAL VILLAGE

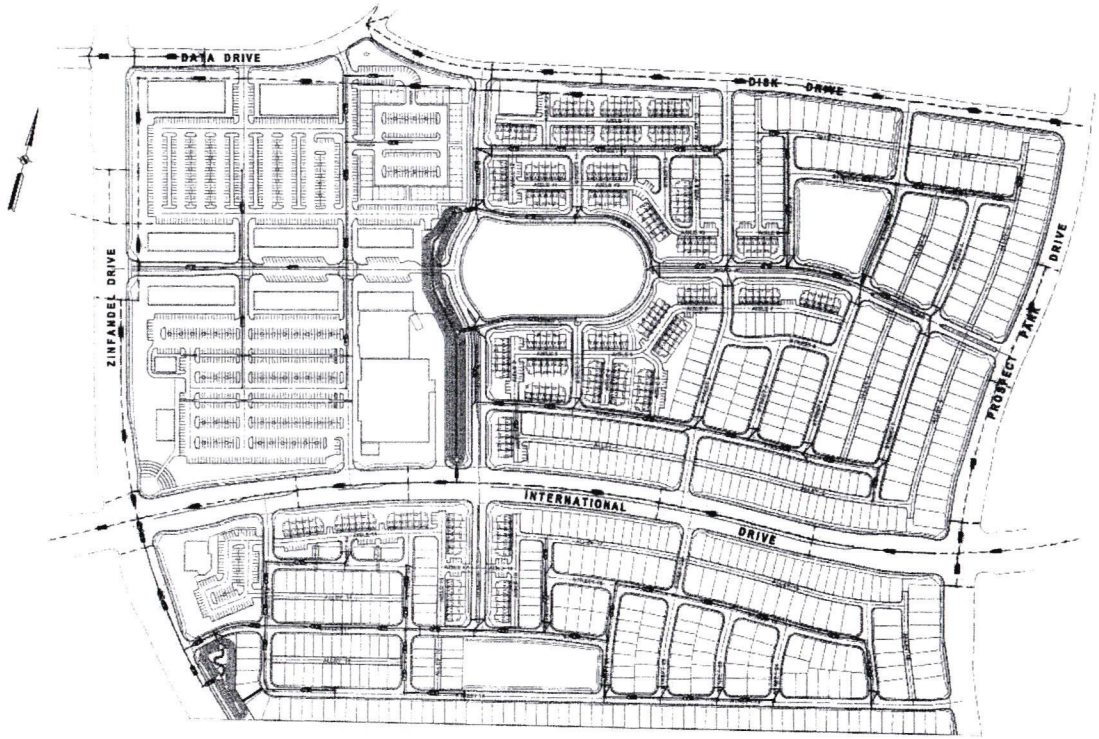
CITY OF RANCHO CORDOVA, CALIFORNIA

PROPOSED ONSITE DRAINAGE COLLECTION SYSTEM

FEBRUARY, 2005



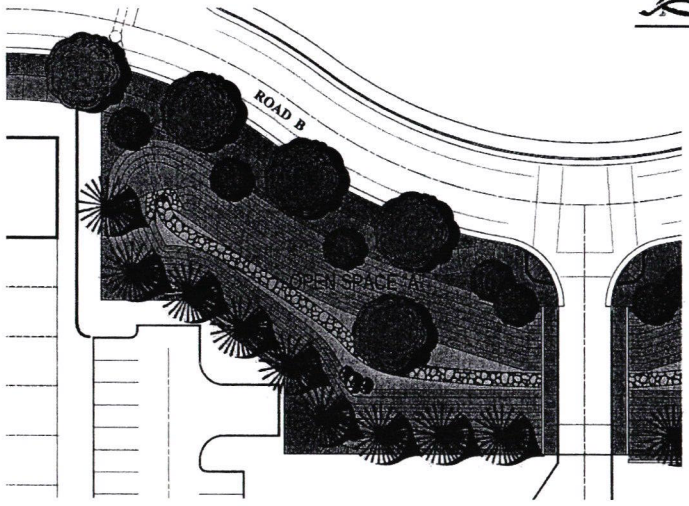
Vicinity Map

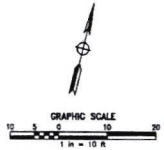


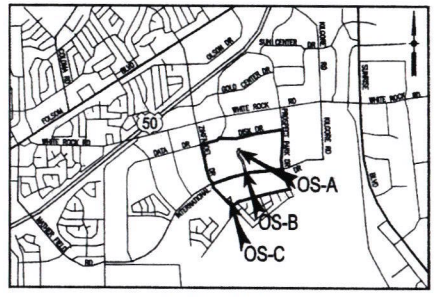
Beazer - CAPITAL VILLAGE

ILLUSTRATIVE WATER QUALITY BASIN OS-A&B

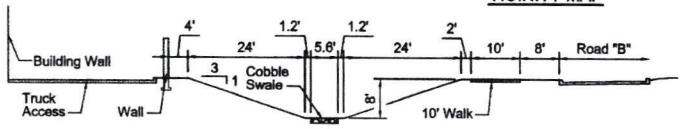
CITY OF RANCHO CORDOVA, CALIFORNIA





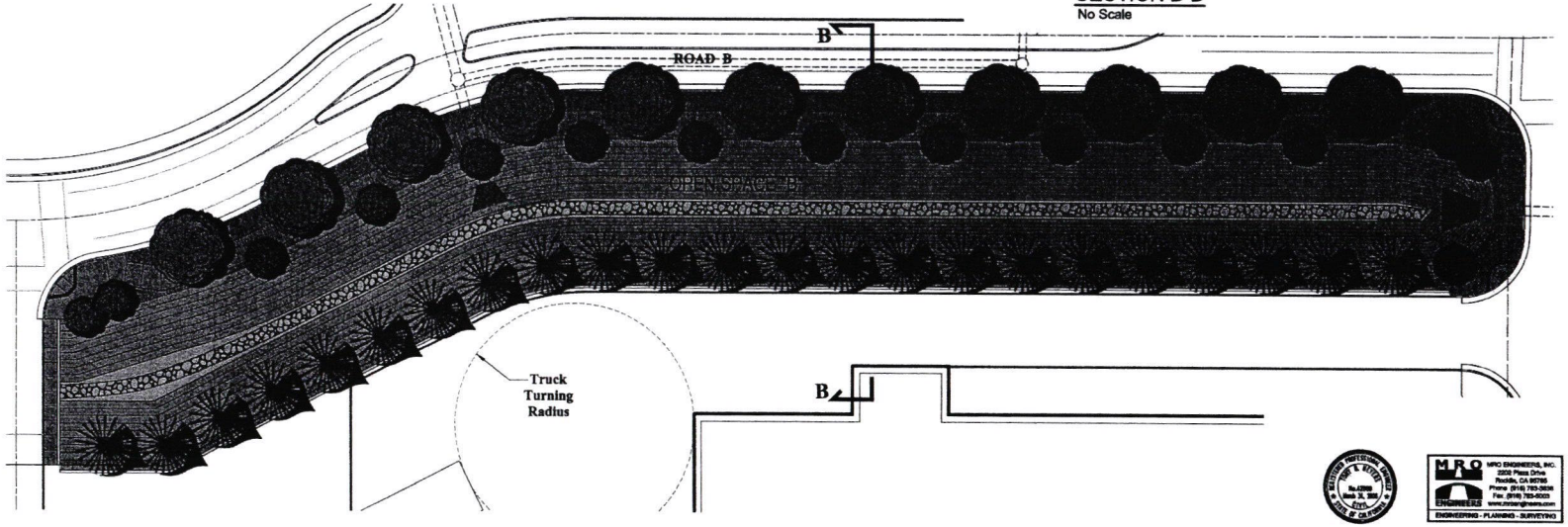


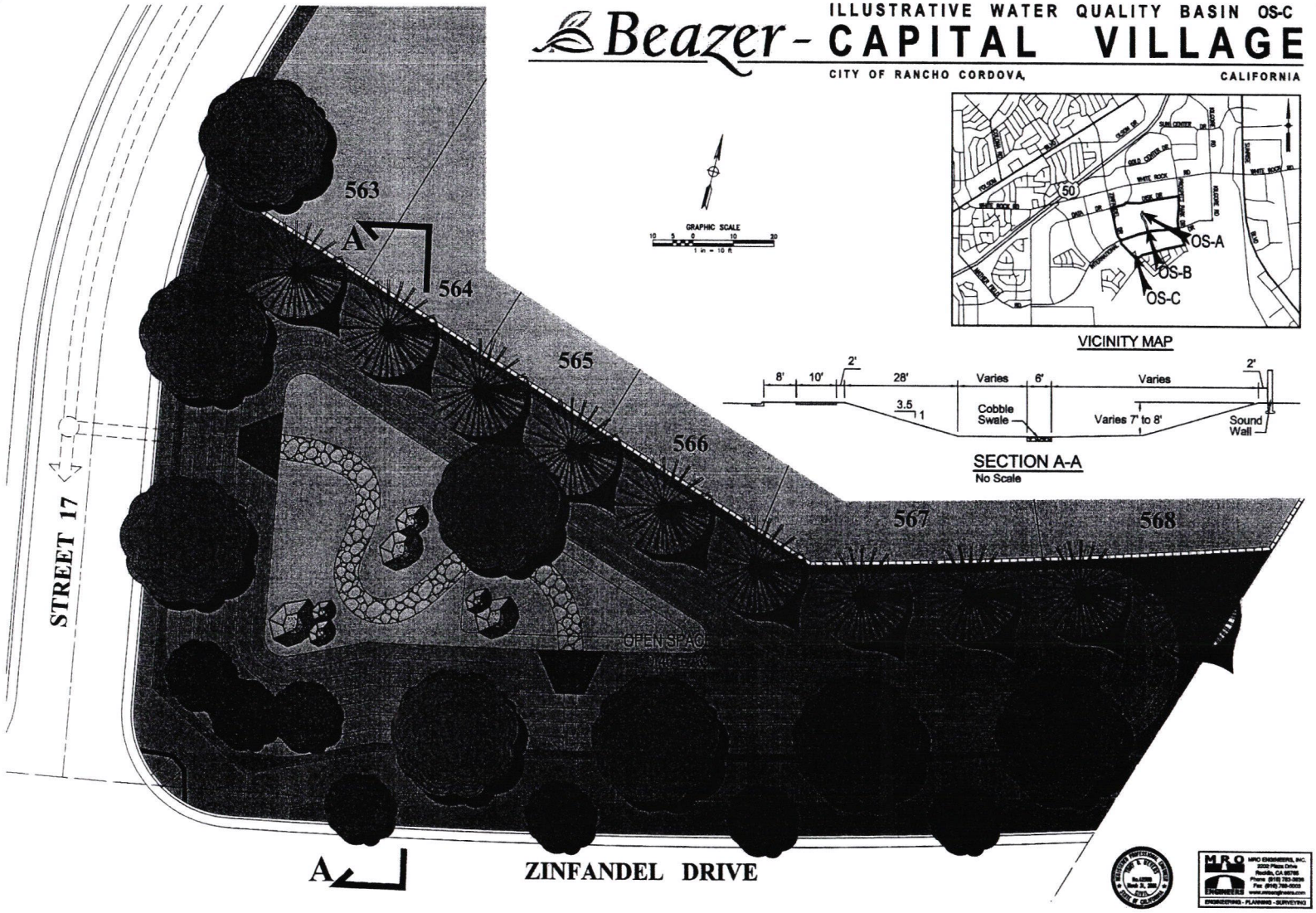
VICINITY MAP



SECTION B-B

No Scale




Beazer - CAPITAL VILLAGE
ILLUSTRATIVE WATER QUALITY BASIN OS-C
CITY OF RANCHO CORDOVA, CALIFORNIA
563
564
565
566
567
568
A
A
STREET 17
OPEN SPACE
ZINFANDEL DRIVE
GRAPHIC SCALE
OS-A
OS-B
OS-C
VICINITY MAP
8'
10'
2'
28'
Varies
6'
Varies
2'
3.5
1
Cobble Swale
Varies 7' to 8'
Sound Wall
SECTION A-A
No Scale

The following Drainage Service Standards and Guidelines are identified to ensure necessary infrastructure is provided in a timely manner, consistent with the project-phasing plan:

Design and construction of phased drainage infrastructure into and through the Plan Area will be done with the approval and to the satisfaction of the City of Rancho Cordova and Sacramento County Water Resources staff.

Building permits for proposed projects shall not be approved until the City of Rancho Cordova and Sacramento County Water Resources staff approves a Drainage Study of the Plan Area.

Interim drainage facilities, if required for phased development of the Plan Area, shall be designed in consultation with City and County Water Resources staff.

The water quality/detention basins shall be landscaped to provide passive recreation areas where residences can gather adjacent to or walk by an open space amenity.

Drainage shed No. 1 shall utilize on-site BMP's, grassy swales, a stormwater vault, etc. to meet its NPDES requirements.

6.4 Dry Utilities

The following section describes the existing "dry" utilities (i.e. electric, gas and telephone) in the vicinity of the Plan Area and the requirements to extend these facilities. Each of the utility service providers listed has indicated that adequate infrastructure exists or can be readily extended to meet the needs of the Plan Area.

6.4.1 Electrical Power

The Sacramento Municipal Utilities District (SMUD) currently operates a small substation near the intersection of Disc and Data Drive and a 69 kVa transmission line, which runs through the site in a north-south direction and feeds this substation. Around the site in each of the existing roads is 12 kVa distribution power available for use by the Plan Area. The project proposes to underground the 69 kVa transmission line within the right-of-way of Road "B", through the western edge of Park Site ___, and in the open space lot stubbing to the south. Extension of electrical power into the site may be initiated upon completion and execution of line extension agreements with SMUD.

6.4.2 Natural Gas

Natural gas service is available from PG&E in the Plan Area and is located underground in each of the existing roads surrounding the site. Extension of natural gas into the site may be initiated upon completion and execution of line extension agreements with PG&E.

6.4.3 Telephone

Telephone service is available from SBC in the Plan Area and is located underground in each of the existing roads surrounding the site. Extension of telephone service into the site may be initiated upon completion and execution of line extension agreements with SBC.

The following Dry Utility Service Standards and Guidelines are identified to ensure necessary infrastructure is provided in a timely manner, consistent with the project-phasing plan:

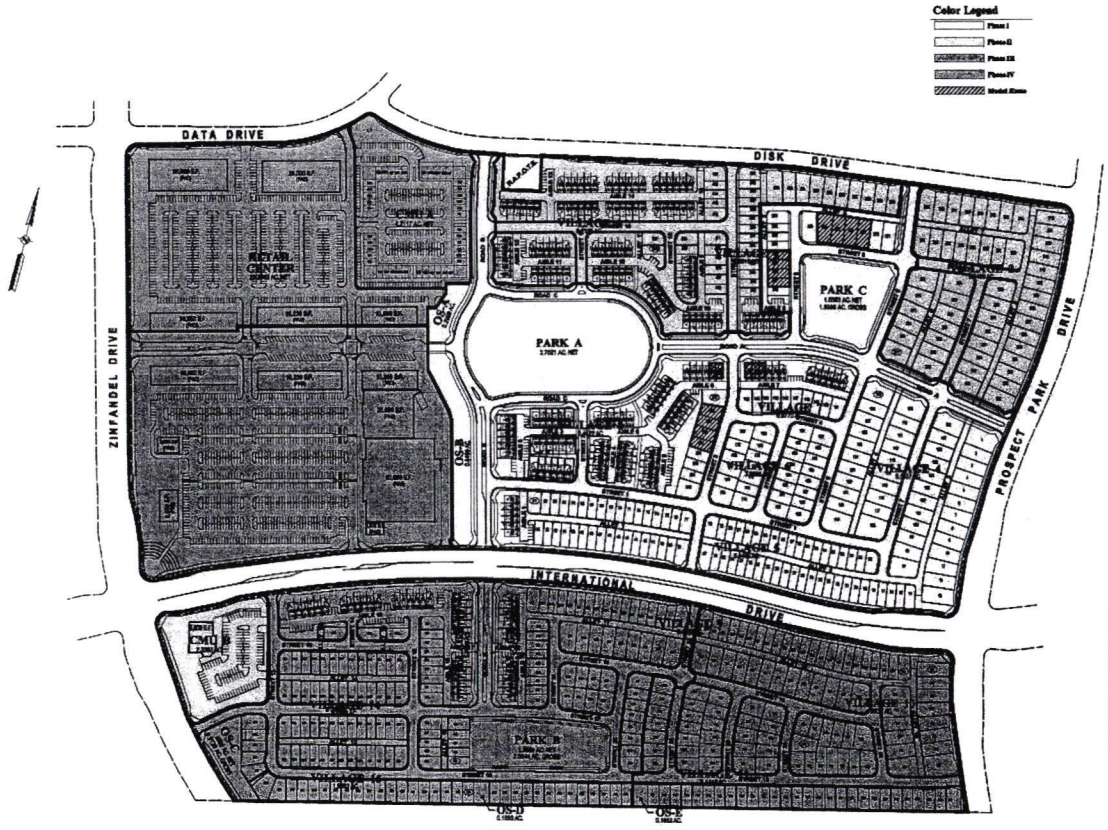
- Coordination with the Dry Utility providers shall be the responsibility of the developer and initial contact shall occur prior to tentative map approval.
- Telecommunication services shall be provided to every home within the Plan Area, enhancing the opportunity for tele-commuting and home occupation, thereby reducing the impacts on the transportation system and air quality.
- Extensions of all new dry utility services, excluding primary service, shall be installed underground.
- Undergrounding of existing overhead facilities is required to the extent practical.

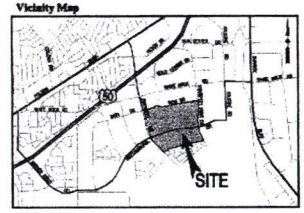
6.5 Phasing

A phasing plan has been prepared and included to demonstrate the logical, timely and appropriate completion of the infrastructure and roadway facilities, required to serve the phased build-out of the Plan Area. The Phasing Plan is presented on page 72 and summarizes the details of the major infrastructure facilities by construction phase.

Beazer - PHASING PLAN for CAPITAL VILLAGE

CITY OF RANCHO CORDOVA, CALIFORNIA





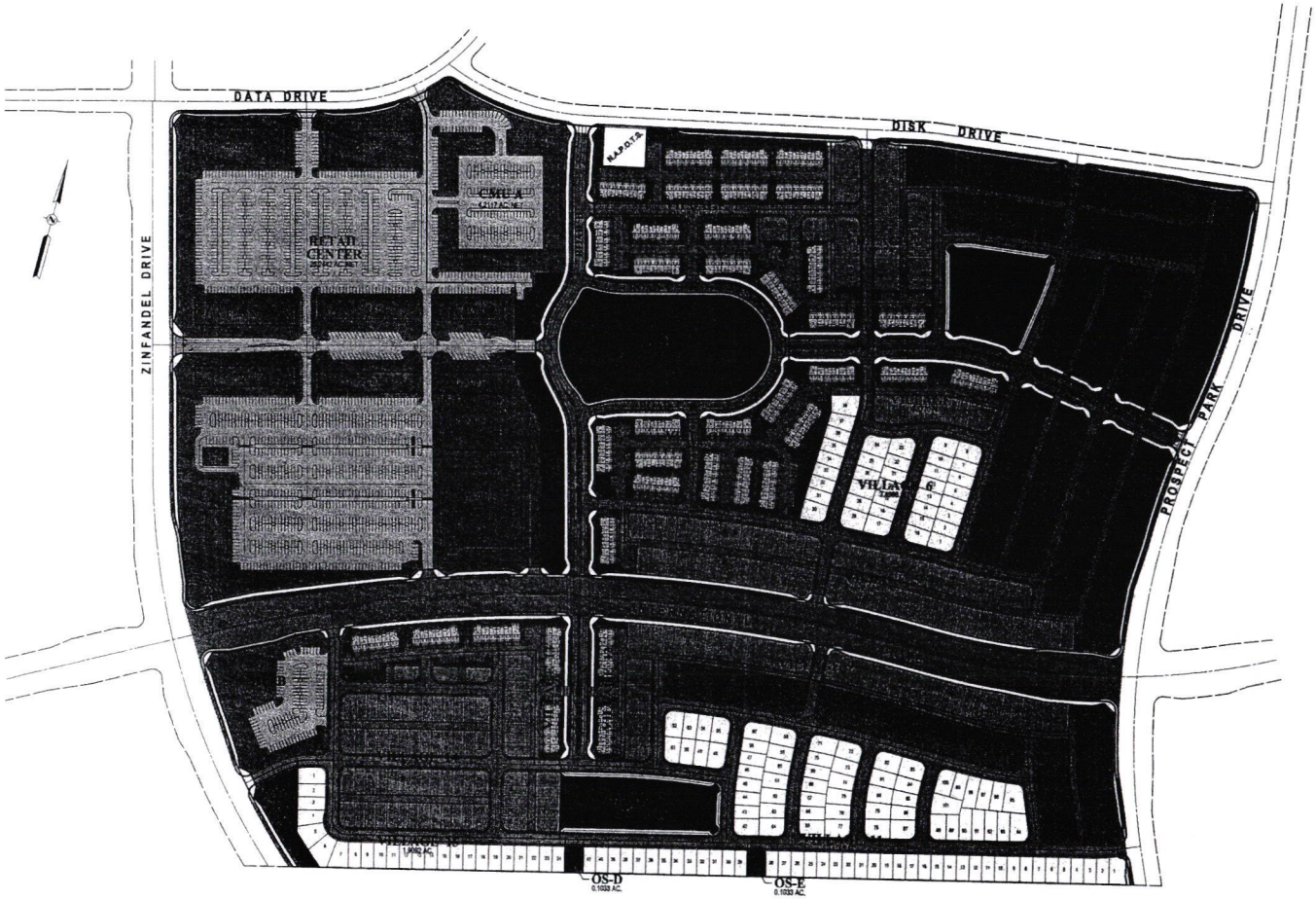
Land Use Summary

Village/Lot#	Use	Acreage	Town Homes	35'x70'	40'x90'	Total Units
Village 1	Town Homes	6.2200	76			76
Village 1	40' x 90' Res Lot Typ.	2.0000		38		38
Village 1	40' x 90' Res Lot Typ.	2.0000			29	29
Village 1	40' x 90' Res Lot Typ.	2.0000			44	44
Village 1	40' x 90' Res Lot Typ.	2.0000		77		77
Village 1	40' x 90' Res Lot Typ.	2.0000			38	38
Village 1	40' x 90' Res Lot Typ.	2.0000		38		38
Village 1	40' x 90' Res Lot Typ.	2.0000			58	58
Village 1	Town Homes	4.0000	84			84
Village 1	35' x 70' Res Lot Typ.	4.0000		68		68
Village 1	40' x 90' Res Lot Typ.	4.0000			86	86
Village 1	40' x 90' Res Lot Typ.	4.0000				0
Village 1	Town Homes	3.7000		106		106
Village 1	Town Homes	3.7000	84			84
Village 1	Town Homes	3.7000	30			30
Village 1	35' x 70' Res Lot Typ.	3.0000		75		75
Village 1	35' x 70' Res Lot Typ.	3.0000			34	34
Village 1	Linear Park	1.4277				0
Village A		2.3000				0
Village A	Center	2.3000				0
Village B		2.7000				0
Village C		2.2000				0
Village	Open Space	0.2000				0
Village	Open Space	0.2000				0
Village	Open Space	0.2000				0
Village	Open Space	0.2000				0
Village	Open Space	0.2000				0
Village	A, B & C mf Banks	4.5000				0
LS Corridors		4.0000				0
Total		134.5484	232	360	143	161	827 du

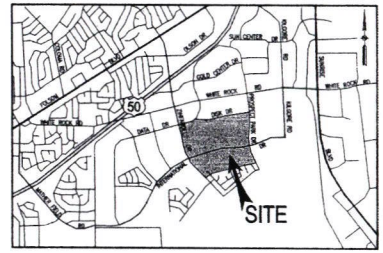
Lots By Phasing

Phase #	Bungalows (40'x90')	Cottages (35'x70')	Brownstones (28'x68')	Town Homes	Total
Phase I	53	38	96	84	271 Lots
Phase II	62	-	29	96	187 Lots
Phase III	27	63	123	85	298 Lots
Phase IV	9	62	-	-	71 Lots
Total	151	163	248	265	827 Lots

FEBRUARY, 2005



Development Plan



Land Use Summary

Village/Lot(s)	Use	Acreage	Town Homes	28x68	35x70	40x90	Total Units
Village 1	Town Homes	6.2158	96				96
Village 2	28' x 68' Rear Lot Typ.	3.0610		38			38
Village 3	40' x 90' Alley Lot Typ.	8.6460				69	69
Village 4	40' x 90' Alley Lot Typ.	5.9357				46	46
Village 5	28' x 68' Rear Lot Typ.	5.0465		77			77
Village 6	35' x 70' Std. Lot Typ.	3.4986			38		38
Village 7	28' x 68' Rear Lot Typ.	0.8770		10			10
Village 8	Town Homes	5.4821	84				84
Village 9	28' x 68' Rear Lot Typ.	3.1653		49			49
Village 10	40' x 90' Alley Lot Typ.	4.6936				36	36
Village 11	35' x 70' Std. Lot Typ.	9.1145			101		101
Village 12	Town Homes	0.7191	12				12
Village 13	Town Homes	1.7688	30				30
Village 14	28' x 68' Rear Lot Typ.	6.5468		74			74
Village 15	35' x 70' Std. Lot Typ.	1.9092			24		24
CMU A	Live / Retail	4.2117					43
CMU B		2.3363					
Retail Center		25.5442					
Park A		3.7021					
Park B		2.6644					
Park C		1.5586					
OS-A	Open Space	0.2999					
OS-B	Open Space	0.8499					
OS-C	Open Space	0.5139					
OS-D	Open Space	0.1033					
OS-E	Open Space	0.1033					
Roads	A, B & C and Entries	4.3472					
LS Corridors		4.9181					
Total		116.5604	222	248	163	151	827 du

Color Legend

- Town Homes
- 28' x 68' Lots
- 35' x 70' Lots
- 40' x 90' Lots
- Open Space
- Parks
- LS Corridors
- Retail Center
- CMU's
- Roads

CITY OF RANCHO CORDOVA

ORDINANCE NO. 07-2005

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA APPROVING THE DEVELOPMENT AGREEMENT FOR THE CAPITAL VILLAGE PROJECT AND AMENDING THE ZONING CODE PROJECT NO. RC-04-123

The City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Recitals

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the California Government Code (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Property. Landowner holds a legal or equitable interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A attached hereto (the "Property"). Developer is under contract to acquire all of the Property. Landowner and Developer represent that all persons holding legal or equitable interests in the Property shall be bound by this Agreement. All references hereafter to "Landowner" shall also bind Developer as Landowner's successor in interest.

C. Project. Landowner has obtained approval from the City for a tentative subdivision map for a mixed use project known as Capital Village (the "Project") to be located on the Property.

D. Public Hearing. On February 24, 2005, the Planning Commission of the City of Rancho Cordova, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

E. Environmental Review. On March 21, 2005, the City Council certified as adequate and complete the Mitigated Negative Declaration ("MND") for the Project. Mitigation measures were required in the MND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

F. Project Approvals. The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement.

1. The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003, as amended on March 21, 2005, by City Resolution No. 35-2005 (the "General Plan");

2. The rezoning of the Property, approved by the City on March 21, 2005, by City Ordinance No. 06-2005;

AGENDA ITEM # 6

3. The Tentative Subdivision Map for the Project, approved by the City on March 21, 2005, by City Resolution No. 35-2005;

4. The approval of the Capital Village Special Planning Area ("SPA"), which contains design guidelines and specifications pertaining to the Project adopted by City Ordinance No. 06-2005; and

5. The MND. The Mitigation Measures in the MND are incorporated into the Project and into the terms and conditions of this Agreement.

G. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7.

H. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

I. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Ordinance of the City of Rancho Cordova, as set forth in the City Municipal Code.

J. Consistency with General Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan.

Section 2: Findings and Determinations

Therefore, on the basis of the foregoing Recitals, which are incorporated herein, the City of Rancho Cordova's General Plan, and the Capital Village Special Planning Area, the City's Mitigated Negative Declaration and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Capital Village Special Planning Area in that: the land use designations for the Project site support the development of a Local Town Center and mixed use neighborhood; the development is consistent with fiscal policies of the General Plan relating to provision of infrastructure and public services; and the Development Agreement includes provisions related to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth by the Capital Village Special Planning Area.

B. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the property is located in that the Project Approvals include the rezoning of the Property, as adopted by the City on March 21, 2005 by City Ordinance 06-2005.

C. The Development Agreement is in conformity with public convenience, general welfare and good land use policies and will implement provisions of the Capital Village SPA and the General Plan, which have designated a Local Town Center and mixed use neighborhood for this location.

D. The Development Agreement will not be detrimental to the health, safety and general welfare in that the project will proceed in accordance with all the programs and policies of the General Plan. The impacts of the Project on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

E. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan.

F. The Development Agreement is consistent with the provisions of Government Code Sections 65869.5 in that it includes all the substantive elements and has been processed consistent with all the procedural requirements of Government Code Sections 65864 through 65869.5.

Section 3: Approval

The City Council hereby approves the Development Agreement in the form attached as Exhibit B hereto, and authorizes the City Manager to sign it on the effective date of this Ordinance.

Section 4: Amendment of the Zoning Code

Title 1, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, "Comprehensive Zoning Plans, " is hereby amended by adding the following section:

"101-812. Development Agreement for Capital Village"

Section 5: Recordation

Within ten (10) days after the Development Agreement is executed by the City Manager, the City Clerk shall submit to the County Recorder for recordation.

Section 6: Effective Date and Publication of Ordinance Summary

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code.

PASSED, APPROVED AND ADOPTED this 4th day of April, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

EXHIBIT A

DESCRIPTION OF PROPERTY

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

Parcels 47 through 58 and 70 through 74 inclusive as shown on that certain Parcel Map entitled "Capital Center II" filed April 10, 1986, in Book 93 of Parcel Maps, Page 7, Sacramento County Records.

APN's: 072-0680-010 through 072-0680-021
072-0680-034 through 072-0680-038

EXHIBIT B

FORM OF DEVELOPMENT AGREEMENT

Contract No. CON 04-2005

Exhibit B

OFFICIAL BUSINESS
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City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: City Clerk

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DEVELOPMENT AGREEMENT

by and between

THE CITY OF RANCHO CORDOVA

and

BEAZER HOMES HOLDINGS CORP., AS DEVELOPER

and

RICHARD T. PEERY, TRUSTEE, OR HIS SUCCESSOR TRUSTEE, UTA DTD JULY 20, 1977 (RICHARD T. PEERY SEPARATE PROPERTY TRUST) AND JOHN ARRILLAGA, TRUSTEE OR SUCCESSOR TRUSTEE, UNDER TRUST AGREEMENT DATED JULY 20, 1977 (THE ARRILLAGE FAMILY TRUST), AS LANDOWNERS

RELATIVE TO CAPITAL VILLAGE

DEVELOPMENT AGREEMENT
RELATIVE TO CAPITAL VILLAGE

This Development Agreement is entered into this _____ day of _____, 2005, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), BEAZER HOMES HOLDINGS CORP., a Delaware Corporation ("Developer"), and RICHARD T. PEERY, TRUSTEE, OR HIS SUCCESSOR TRUSTEE, UTA DTD JULY 20, 1977 (RICHARD T. PEERY SEPARATE PROPERTY TRUST), AS TO AN UNDIVIDED 50% INTEREST, AND JOHN ARRILLAGA, TRUSTEE OR SUCCESSOR TRUSTEE, UNDER TRUST AGREEMENT DATED JULY 20, 1977 (THE ARRILLAGA FAMILY TRUST), AS AMENDED, AS TO AN UNDIVIDED 50% INTEREST (the Richard T. Peery Separate Property Trust and Arrillaga Family Trust are collectively referred to herein as "Landowner"). City, Landowner and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

1. **Authorization**. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. **Property**. Landowner holds a legal or equitable interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit 1 and Exhibit 2 attached hereto (the "Property"). Developer is under contract to acquire all of the Property. Landowner and Developer represent that all persons holding legal or equitable interests in the Property shall be bound by this Agreement. All references hereafter to "Landowner" shall also bind Developer as Landowner's successor in interest.

3. **Project.** Landowner has obtained various approvals from the City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a mixed use project known as Capital Village (the "Project") to be located on the Property.

4. **Public Hearing**. On February 24, 2005, the Planning Commission of the City of Rancho Cordova, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

5. **Environmental Review**. On March 21, 2005, the City Council certified as adequate and complete the Mitigated Negative Declaration ("MND") for the Project. Mitigation measures were required in the MND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

6. Project Approvals. The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are subject to this Agreement.

6.1. The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003, as amended on March 21, 2005, by City Resolution No. 35-2005 (the "General Plan");

6.2. The Rezoning of the Property, approved by the City on March 21, 2005, by City Ordinance No. 06-2005;

6.3. The Tentative Subdivision Map for the Project (attached hereto as Exhibit 3), approved by the City on March 21, 2005, by City Resolution No. 35-2005;

6.4. This Development Agreement, as adopted by City Ordinance No. 07-05 (the "Adopting Ordinance");

6.5. The approval of the Capital Village Special Planning Area ("SPA"), which contains design guidelines and specifications pertaining to the Project (attached hereto as Exhibit 4), as adopted by City Ordinance No. 06-2005; and

6.6. The MND. The Mitigation Measures in the MND are incorporated into the Project and into the terms and conditions of this Agreement.

7. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7.

8. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

9. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Ordinance of the City of Rancho Cordova, as set forth in the City Municipal Code.

10. Consistency with General Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. Description of Property. The property, which is the subject of this Development Agreement, is described in Exhibit 1 attached hereto ("Property").

3. Interest of Landowner. The Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

4. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that the Landowner is not an agent of City. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

5. Effective Date and Term.

5.1. Effective Date. The effective date of this Agreement ("Effective Date") is May 4, 2005, which is the effective date of City Ordinance No. 07-2005, adopting this Agreement.

5.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of ten (10) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

5.3. Automatic Termination Upon Completion and Sale of Residential Lot. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by the City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements required to serve the lot as determined by City have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section 5.3 shall not in any way be construed to terminate or modify any

assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

6. Use of Property.

6.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

6.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the following land uses and approximate acreages for the Property:

827 single family residential units on 70.5592± acres;
27.5805± acres of retail/ commercial mixed use;
6.8030± acres of parks;
1.8703± acres of open space;
5.2393± acres of right of way for roads; and
4.9181± acres of landscape corridors;

all as set forth in Exhibit 3. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Project Approvals. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis, and directly concerns a public "safety, health or welfare" (as that phrase is used in California Government Code Section 65858) issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public, safety, health or welfare issue.

6.4. Additional Conditions.

6.4.1. New Park Development Obligation. The Parties acknowledge that the City, on February 22, 2005, adopted Resolution No. 28-2005, which establishes revised standards for Park and Open Space in the City. The Parties further acknowledge that the City, on March 7, 2005, adopted Ordinance 36-2005, establishing the City's intent to modify its park improvement impact fee. In recognition of unique characteristics of Landowner's Project (e.g., design features of the Project and other contributions made by Landowner pursuant to this DA), and the timing of City's processing of the Project, the Parties hereby agree that the provisions of this subsection 6.4.1 shall control Landowner's obligations with respect to Landowner's new park development obligation. To fulfill its parkland dedication obligation, Landowner shall:

(i) Provide to the City improved park land and park land in-lieu payment to satisfy a total park land obligation of 14.638 acres (calculated as 6.0 acres of park land per 1,000 residents);

(ii) Provide a combination of park improvements and park impact fees equal in value to $5,937,033 (calculated as $7,179 per dwelling unit). Parks constructed within the Project shall be generally consistent with facilities identified in the Capital Village SPA. Prior to recordation of any final map for the Property, Landowner shall enter into a Parks Development Agreement ("Parks DA") with the Cordova Recreation and Park District (the "Park District"), to which the City shall be named as third party beneficiary, that specifies how the parks on the Property shall be designed and improved. Landowner shall pay the costs of preparing the Parks DA. Landowner shall receive credit, as determined appropriate by the Park District, against park impact fees, for park improvements constructed upon the Property.

6.4.2. Timing of Dedications and Improvements of Parks. Prior to recordation of any final map for the Property, Landowner shall fulfill the obligations described in subsection 6.4.1. Landowner agrees to commence construction of the improvements described in subsection 6.4.1 prior to the issuance of the first building permit for the Project and to complete construction of all the improvements described in subsection 6.4.1 prior to issuance of the 450th building permit. Landowner shall pay to the City any in-lieu fee required under subsection 6.4.1 no later than prior to issuance of the building permit for each residential parcel for the Property. After fulfilling the requirements described in subsections 6.4.1 and 6.4.2, and the Parks DA, Landowner will be deemed to have satisfied in full its new park development obligation.

6.4.3. Existing Park Renovation Fees. The Landowner agrees that it shall pay the City the total sum of seven hundred forty two dollars ($742.00) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2006, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Notwithstanding the previous sentence, the Parties agree that subsequent requirements that result from the City's current effort to modify its park improvement impact fee, consistent with, and as reflected in, Resolution 36-2005, adopted by the City on March 7, 2004, shall not apply

to the Property. Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the existing park renovation fees required under this Section.

6.4.4. Police Tax. Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of $251 annually per single-family residential parcel or residential parcel equivalent, and $0.15 for each square foot of gross parcel area of non-residential use (excluding recreational and agricultural uses). Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax). The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of a building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this subsection for the Project. City agrees that compliance with the terms of this subsection will satisfy the Landowner's obligation under Condition of Approval Number 50 to pay a special tax for police services in the amount of $251 per year per residential parcel.

6.4.5. Traffic Impact Fee. The Parties acknowledge that the City is currently in the process of studying and adopting a permanent traffic impact mitigation fee, which will go into effect after the City completes a traffic analysis and nexus study consistent with Government Code Section 66000, et seq. In recognition of unique characteristics of Landowner's Project (e.g., design features of the Project and other contributions made by Landowner pursuant to this DA), and the timing of City's processing of the Project, the Parties hereby agree that the provisions of this subsection shall control Landowner's obligations with respect to Landowner's traffic impact fee. To fulfill its traffic impact fee obligation, Landowner shall pay impact fees in the amount of $6,946,800 (calculated as $8,400 per dwelling unit). Landowner shall pay to the City the traffic mitigation fee of $8,400 per dwelling unit prior to issuance of building permit for each residential parcel. All of the traffic impact fees collected pursuant to this subsection (i.e., the entire $6,946,800), shall be placed in a separate City fund, the Capital Village Road Improvement Fund ("CVRIF").

In addition to the fees collected for dwelling units, there will be an additional traffic impact fee for non-Residential uses on the Property that will be either the amount in effect at the time of issuance of a building permit of each non-Residential building permit on the Property, or the amount in reflected in a subsequent amendment to this Agreement.

6.4.6. Improvements Required; Reimbursement. In addition to payment of other fees and taxes, including without limitation the traffic impact fee described in Section 6.4.5, Landowner shall be required to design, obtain necessary approvals for, construct,

and dedicate to the City the following improvements, in addition to any and all other improvements required by the Project Approvals (collectively with the improvements in this subsection, the "Improvements"):

i. **Signalization of International and Prospect**. Landowner shall design, obtain necessary approvals for, construct, install, and dedicate to the City a traffic signal and related improvements at the intersection of International Drive and Prospect Park Drive, to the satisfaction of the City Public Works Department and consistent with the Project Approvals. Funds previously collected for this improvement shall be provided to the Landowner as reimbursement once the improvement is complete. Landowner may be reimbursed from the CVRIF and from the funds previously collected for this specific improvement (i.e., approximately $200,000) for the cost of improvements designed, constructed, installed, and dedicated as provided in this subsection 6.4.6(i), provided, however, that in no event shall any moneys be paid by the City, from funds other than the CVRIF and the $200,000 in funds already collected, to reimburse the Landowner for the road improvements designed, constructed, installed, or dedicated as provided in this subsection. Any reimbursement for designing, constructing, installing, and dedicating the road improvements subject to this subsection (i) shall be limited to the amount of money available in the CVRIF plus $200,000. Therefore, if the total costs of designing, constructing, installing, or dedicating the road improvements in this subsection (i) exceed the total sum of money paid by the Landowner into the CVRIF, plus $200,000, the City shall have no further reimbursement obligation for such road improvements.

ii. **Zinfandel and Data**. Landowner shall design, obtain necessary approvals for, construct, install, and dedicate to the City a traffic signal and related improvements at the intersection of Zinfandel Drive and Data Drive, to the satisfaction of the City Public Works Department and consistent with the Project Approvals. The improvement shall include: modified east and west approaches to provide a dedicated left-turn lane and shared through/right-turn lane. The traffic signal timing shall be modified to operate the east and west approaches with "split" phasing. The parties acknowledge that, as of the Effective Date, the Landowner's eligibility for reimbursement for this improvement has not yet been determined. Landowner may be reimbursed from the CVRIF for the cost of improvements designed, constructed, installed, and dedicated as provided in this subsection 6.4.6(ii), provided, however, that in no event shall any moneys be paid by the City, from funds other than the CVRIF, to reimburse the Landowner for the road improvements designed, constructed, installed, and dedicated as provided in this subsection. Any reimbursement for designing, constructing, installing, or dedicating the road improvements subject to this subsection (ii) shall be limited to the amount of money available in the CVRIF. The City shall have no reimbursement obligation beyond the CVRIF. Therefore, if the total costs of designing, constructing, installing, or dedicating the road improvements in this subsection (ii) exceed the total sum of money paid by the Landowner into the CVRIF, the City shall have no further reimbursement obligation for such road improvements.

iii. **Data and Disk**. Landowner shall design, obtain necessary approvals for, construct, install, and dedicate to the City a traffic signal and related improvements at the intersection of Data Drive and Disk Drive, to the satisfaction of the City Public Works Department and consistent with the Project Approvals. The improvement shall include, at a minimum, the following improvements to the intersection:

1. One through land and one right-turn lane on northbound Data Drive.
2. One left-turn lane and one through lane on southbound Data Drive.
3. One left-turn lane and one right-turn lane on westbound Disk Drive.
4. Interconnect and coordinate signal with the adjacent signals of Zinfandel Drive / Data Drive and Prospect Park Drive (West) / Data Drive / White Rock Road.

Landowner is not eligible to be reimbursed from the CVRIF or other City moneys for the cost of improvements designed, constructed, installed, and dedicated as provided in this subsection 6.4.6(iii).

iv. **Zinfandel and "Main Street"**. Landowner shall design, obtain necessary approvals for, construct, install, and dedicate to the City a traffic signal and related improvements at the intersection of Zinfandel Drive and the street referred to as "Main Street" in the Project Approvals, to the satisfaction of Public Works and consistent with the Project Approvals. Landowner is not eligible to be reimbursed from the CVRIF or other City moneys for the cost of improvements designed, constructed, installed, and dedicated as provided in this subsection 6.4.6(iv).

v. **International and "B" Street**. Landowner shall design, obtain necessary approvals for, construct, install, and dedicate to the City a traffic signal and related improvements at the intersection of International Drive and the street referred to as "B" Street in the Project Approvals, to the satisfaction of Public Works and consistent with the Project Approvals. Landowner is not eligible to be reimbursed from the CVRIF or other City moneys for the cost of improvements designed, constructed, installed, and dedicated as provided in this subsection 6.4.6(v).

6.4.6 Right-of-Way Acquisition. For any of the above improvements requiring additional right-of-way, City will assist with the acquisition of right-of-way, if required, and the Landowner shall pay for acquisition, including without limitation administrative and technical assistance costs.

6.4.7. Timing of Improvements. Except where otherwise provided in subsection 6.4.2, Landowner shall be required to complete the process of designing, obtaining necessary approvals for, and initiating construction of, improvements listed in subsection 6.4.6 prior to the 501st home occupancy (final inspection) for the Project. An improvement will be deemed "initiated" after the award of any and all construction contracts, and upon the commencement of actual physical construction.

6.4.8 Waiver Related to Conveyances. In consideration of the benefits received pursuant to this Agreement, Landowner waives any and all causes of action that it might have under the ordinances of the City, or the laws of the State of California or the United States, with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements or construction of improvements specified in this Agreement.

7. Applicable Rules, Regulations and Official Policies.

7.1 Rules Regarding Permitted Uses. Except as otherwise provided by subsection 6.4.1 pertaining to new park development, for the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force and effect on the Effective Date of this Agreement.

7.2 Rules Regarding Design and Construction. All development within the project shall be subject to the applicable provisions of the City's Design Review regulations (Ordinance 14-2003), the provisions of the Capital Village SPA, and any applicable provisions, as determined appropriate by the City, of the subsequently adopted City of Rancho Cordova Design Guidelines. Unless otherwise expressly provided in this Agreement, all the other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time the applicable permit approval is granted. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

7.3 Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

7.4 Uniform Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

8. Subsequently Enacted Fees, Dedications, Assessments and Taxes.

8.1. Processing Fees and Charges. Landowner shall pay those processing, inspection and plan checking fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

8.2. Development Impact Fees, Exactions and Dedications. Except as otherwise provided herein including Sections 6.3 and 6.4, any and all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to be paid by Landowner to support the construction of any public facilities and improvements or the provision

of public services in relation to development of the Property (together "Exactions") shall be the Exactions authorized as of the Effective Date; provided, however, Landowner shall pay any Exactions authorized by City after the Effective Date provided that said Exactions otherwise comply with applicable law, and are either (i) required on a City-wide basis, or (ii) apply uniformly to all properties within the City that are zoned consistent with the Project Approvals, or (iii) apply uniformly to all properties that are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District or other such financing mechanism, subject to and in accordance with the provisions thereof.

8.3. CEQA Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the MND and Conditions of Approval/MMRP related to such development, which are adopted by the City, and are identified in the mitigation monitoring plan, the MND or Conditions of Approval/MMRP as being a responsibility of Landowner.

9. Community Facilities District.

9.1. Community Facilities District Formation - Financing. City acknowledges that Landowner may cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the Improvements described in subsection 6.4.6. The provisions of Sections 9.2-9.5 shall apply to any such CFD formed, as well as to the CFD formed for maintenance, as described in Section 9.6.

9.2. Issuance of Bonds. City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section. As of the Effective Date, one series of such bonds has been issued. At least one additional series of bonds is expected to be issued.

9.3. Payment Prior to Issuance of Bonds. Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD of a cash amount equivalent to its proportionate share of costs for the Improvements, or any portion thereof, prior to the issuance of bonds.

9.4. Private Financing. Nothing in this Agreement shall be construed to limit Landowners option to install the Improvements through the use of private financing.

9.5. Acquisition and Payment. City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed Improvements or completed portions thereof, and monthly payment of appropriate amounts for such Improvements to the person or entity constructing Improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

9.6. Service District for Maintenance

9.9.1 Formation, Consent, Waiver and Special Benefit. Landowner must form and/or cooperate in annexation to, one or more Community Facilities Services District or other such financing mechanism or assessment district for maintenance purposes, as chosen by the City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Services District shall:

i. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages along Prospect Park Drive, International Drive, and Zinfandel Drive; and statuary, fountains or ornamental structures.

ii. Cause to be established appropriate funding mechanisms, to the satisfaction of the Park District, to fund the ongoing maintenance of park facilities and improvements, including Park A, Park B, and Park C within the Project, and any other park improvements pursuant to the Project Approvals.

iii. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, in consultation with the Sacramento County Department of Water Resources, to fund the ongoing maintenance of drainage facilities within the Project consistent with the Project Approvals.

iv. Cause to be established appropriate funding mechanisms, as determined appropriate by the City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the Sacramento Metropolitan Fire District within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the Fire District.

v. Conduct, manage and finance any environmental mitigation monitoring required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Section 9.6 is not known as of the Effective Date, and will be determined in the future. The assessments listed herein shall be adjusted annually on each January 1, beginning on January

1, 2006, based upon the Consumer Price Index, consistent with subsections 6.4.3 and 6.4.4 of this Agreement.

9.9.1.2. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City or Park District shall be excluded from any assessment to be imposed by the Services District.

10. Amendment or Cancellation.

10.1. Modification Because of Conflict with State or Federal Laws. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

10.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

10.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 10.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Section 6.2; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant".

10.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements, or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 10.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

10.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Municipal Code. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

11. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

12. Annual Review.

12.1. Review Date. The annual review date for this Agreement shall be approximately 12 months from the date the Agreement is entered into.

12.2. Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice that the City intends to undertake such review. Within 30 days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

12.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related exhibits, concerning contract performance at least three (3) days prior to any annual review.

12.4. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Landowner in accordance with the City's schedule of fees and billing rates in effect at the time of review.

12.5. Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and Municipal Code section 110-05. As part of that final determination, the City Council may impose conditions that it considers necessary and appropriate to protect the interest of the City.

12.6. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final, and any court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days, as set forth in the Municipal Code (section 115-39).

13. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in subsection 13.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1. Procedure Regarding Defaults.

13.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

13.1.2. Cure. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

13.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

13.1.4. Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such 30 day period, the cure shall be deemed to have occurred within such 30 day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such 30 day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the first notice of default is given.

13.1.5. Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

13.1.6. Effect of Termination. If this Agreement is terminated following any Event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the

time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

14. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

15. Mortgagee Protection; Certain Rights of Cure.

15.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 15.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

15.3. Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in the City's notice. City, through its City Manager, may extend the cure period provided in Section 13.1 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

16. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term,

covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

17. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

18. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees; court costs and such other costs as may be fixed by the Court.

19. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.

20. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit 5 and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

21. Agreement Runs with the Land. Except as otherwise provided for in this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such

properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

22. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

23. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond).

24. Insurance.

24.1. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million dollars ($1,000,000) and a deductible of not more than ten thousand dollars ($10,000.00) per claim. The policy so maintained by Landowner shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

24.2. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

24.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 24.1 and 24.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

25. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob

violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

26. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and, the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

27. Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

Planning Director
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Notice required to be given to the Landowner shall be addressed as follows:

Peery-Arrillaga
2560 Mission College Boulevard
Suite 101
Santa Clara, CA 95054
Attention: Jeanette Schirtzinger

With a copy to:

Beazer Homes Holdings Corp.
3721 Douglas Boulevard, Suite 100
Roseville, California 95661
Attention: James G. Van Maren, Jr.

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

28. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate

originals, each of which is deemed to be an original. This Agreement consists of nineteen (19) pages and five (5) exhibits, which constitute the entire understanding and agreement of the parties.

29. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

30. City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event state or federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such state and federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agrement or approved plans.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 07-2005, adopted by the Council of the City on the twenty-first day of March, 2005, and Landowner has caused this Agreement to be executed.

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

_____,
a _____ _____

By: _____
Name: _____
Its: _____

BEAZER HOMES HOLDINGS CORP.,
a Delaware corporation

By: _____
Name: James G. Van Maren, Jr.
Its: Vice President- Land Acquisition

EXHIBIT LIST

Exhibit 1 -- Legal Description of the Property
Exhibit 2 – Location Map
Exhibit 3 – Tentative Subdivision Map and Table of Land Uses
Exhibit 4 – SPA Handbook
Exhibit 5 -- Form of Assignment

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

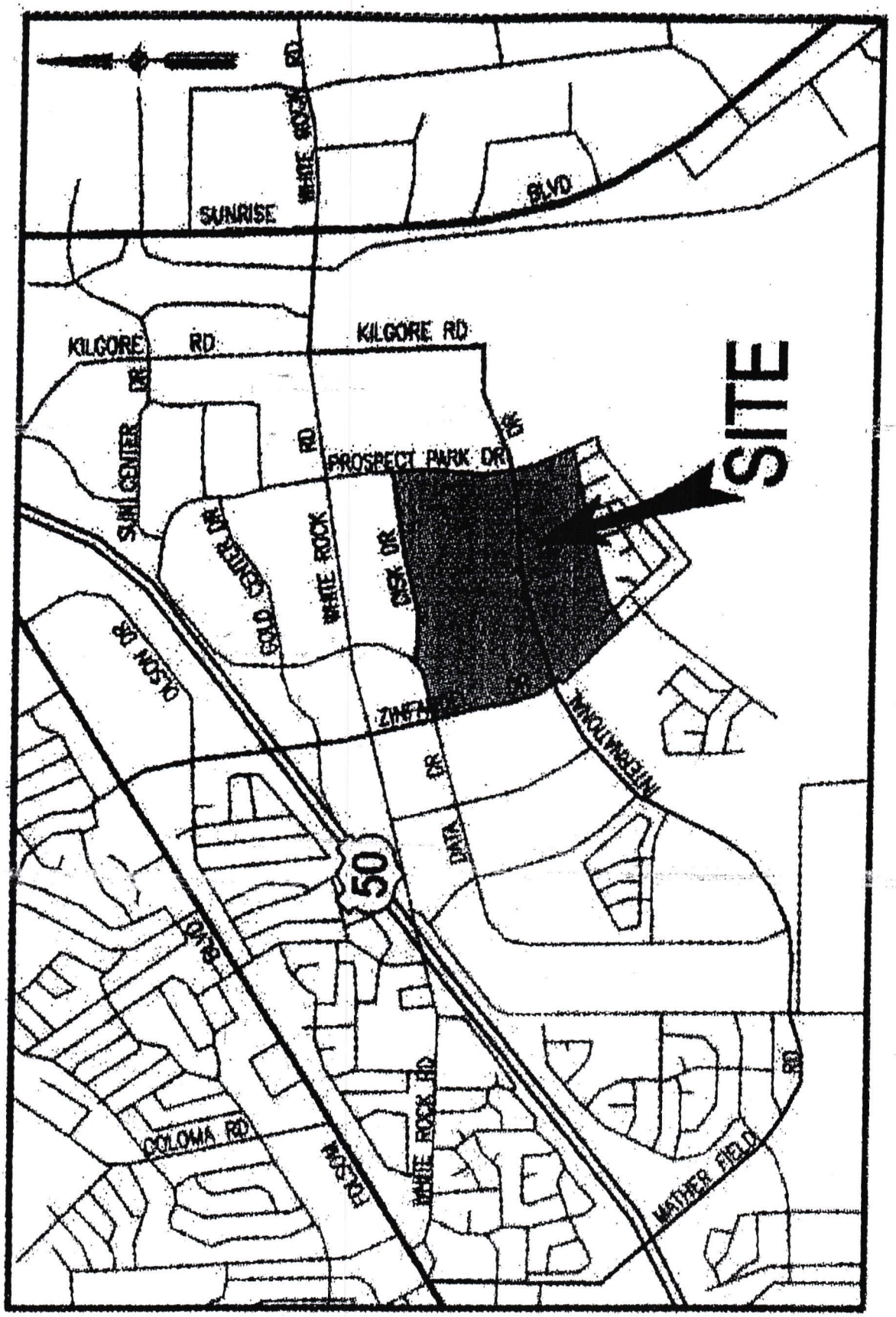
The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

Parcels 47 through 58 and 70 through 74 inclusive as shown on that certain Parcel Map entitled "Capital Center II" filed April 10, 1986, in Book 93 of Parcel Maps, Page 7, Sacramento County Records.

APN's: 072-0680-010 through 072-0680-021
072-0680-034 through 072-0680-038

LOCATION MAP

Exhibit 2



Contract No.: CON 04-2005

EXHIBIT 4

SPA HANDBOOK

THIS DOCUMENT WAS PREVIOUSLY PROVIDED TO YOU IN THE AGENDA PACKET AT THE MARCH 21, 2005 CITY COUNCIL MEETING.

Contract No. CON 04-2005

EXHIBIT 5

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO CAPITAL VILLAGE

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200____, by and between _____, a _____ _____(hereinafter "Developer"), and _____, a _____ _____ (hereinafter "Assignee").

RECITALS

1. On _____, 2004, the City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Rancho Cordova and Relative to the Development known as _____ (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 200_, as Instrument No. 2004-_____.

2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

3. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. 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 their respective heirs, successors and assigns.

4. The Notice Address described in Section 27 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

_____
_____
_____
Attn: _____

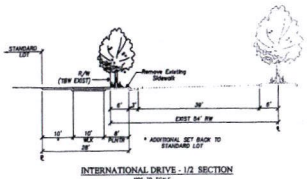
IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:	ASSIGNEE:
_____	_____,
a _____ _____	a _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

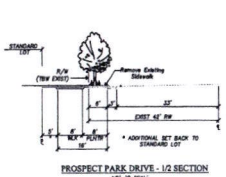
EXHIBIT 6

TENTATIVE SUBDIVISION MAP for Beazer - CAPITAL VILLAGE

CITY OF RANCHO CORDOVA, CALIFORNIA



INTERNATIONAL DRIVE - 1/2 SECTION
NOT TO SCALE



PROSPECT PARK DRIVE - 1/2 SECTION
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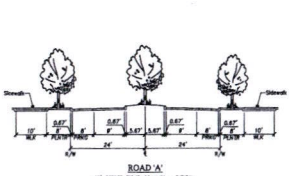
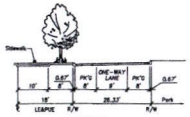
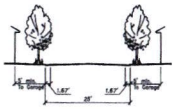


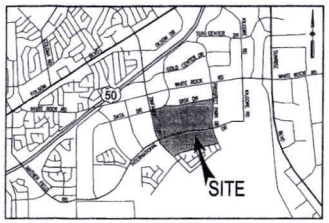
ROAD 'A'
45' STREET RIGHT-OF-WAY - TYPICAL
NOT TO SCALE



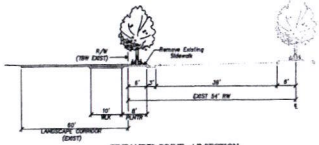
ROAD 'C'
26.33' STREET RIGHT-OF-WAY - TYPICAL
NOT TO SCALE



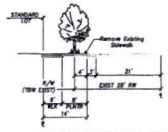
25' Private Drive Aisle
NOT TO SCALE
NO SIDEWALKS



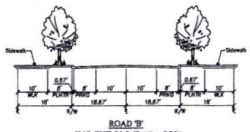
VICINITY MAP



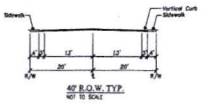
ZINFANDEL DRIVE - 1/2 SECTION
NOT TO SCALE



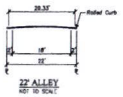
DATA DRIVE & DISK DRIVE - 1/2 SECTION
NOT TO SCALE



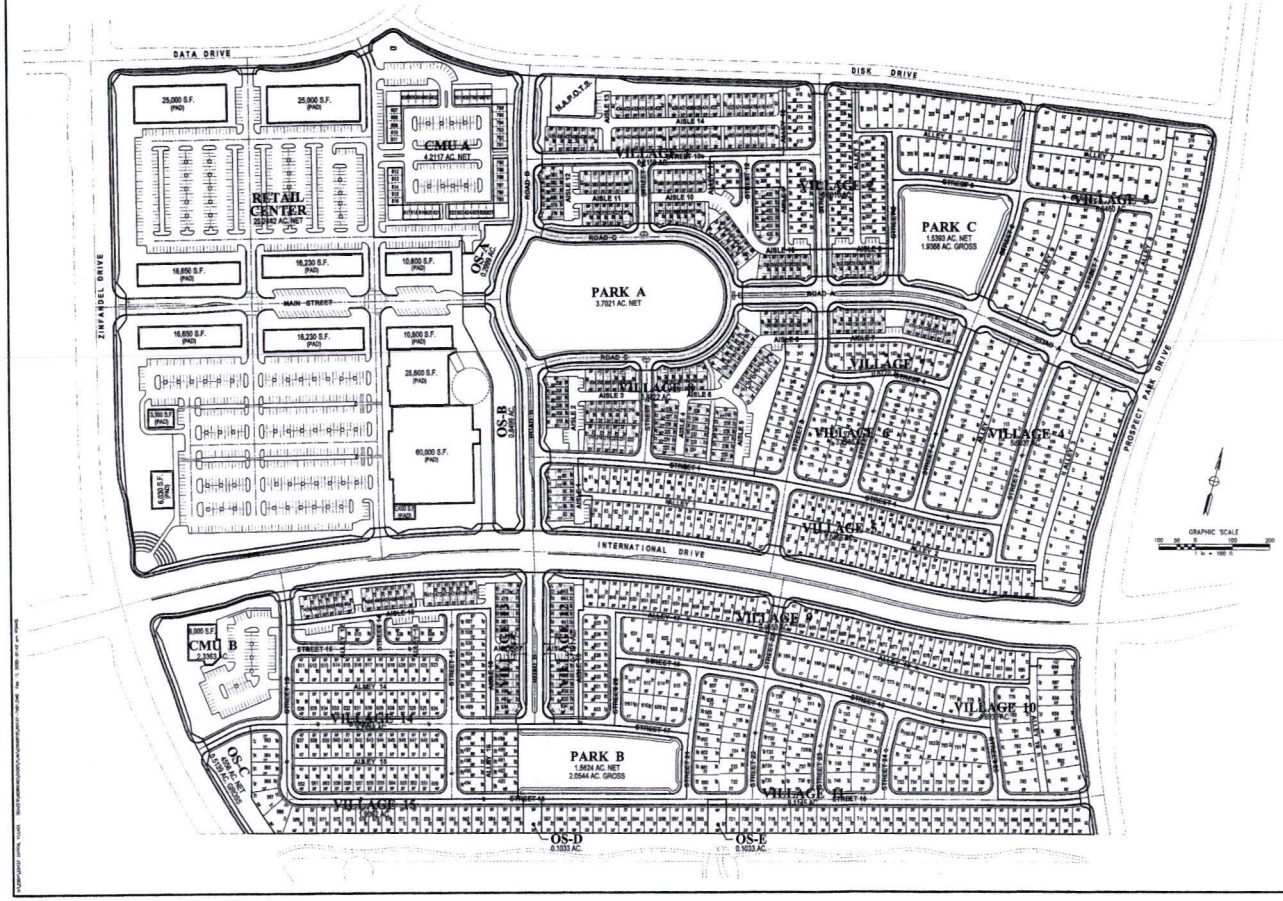
ROAD 'B'
37.33' STREET RIGHT-OF-WAY - TYPICAL
NOT TO SCALE



40' R.O.W. TYP.
NOT TO SCALE



22' ALLEY
NOT TO SCALE



TENTATIVE MAP INFORMATION

OWNER

ARBELLASA FAMILY TRUST
2560 MISSION COLLEGE BLVD # 101
SANTA CLARA, CA 95054

DEVELOPER

BEAZER HOMES
NORTHERN CALIFORNIA
ATTN: CAROL HILL
3721 DOUGLAS BLVD., SUITE 100
ROSEVILLE, CA 95661
(916)773-3668 OFFICE
(916)773-4254 FAX

APPLICANT

MRO ENGINEERS, INC.
ATTN: TONY MEDORO
2022 PLAZA DRIVE
ROCKLIN, CA. 95765-4404
(916) 783-3838 OFFICE
(916) 783-3903 FAX

ASSESSOR'S PARCEL NOS.

072-040-0010 TO 0021
072-060-0010 TO 0036

AREA

116.99 AC. (GROSS)

SCHOOL DISTRICT

FOLSOM - CORDOVA UNIFIED SCHOOL DISTRICT

EXISTING ZONING

MP

PROPOSED ZONING

SHOPPING CENTER (SC)
COMMERCIAL (C)
COMMERCIAL MIXED USE (CMU)
PARK, OPEN SPACE (OS),
RD-10, RD-15

EXISTING GENERAL PLAN

I-OP

PROPOSED GENERAL PLAN

LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, COMMERCIAL, MIXED USE, PARKS, OPEN SPACE

SERVICES

SEWER - COUNTY SANITATION DISTRICT NO. 1
DRAINAGE - COUNTY OF SACRAMENTO
FIRE - SACRAMENTO METROPOLITAN FIRE DISTRICT
POLICE - CITY OF RANCHO CORDOVA
PARK - CORDOVA RECREATION AND PARK DISTRICT
ELECTRICITY - SMUD
GAS - P.G. & E.
WATER - SOUTHERN CALIFORNIA WATER COMPANY
TELEPHONE - SBC

Commercial Summary

	LAND (AC)	BUILDING (SF)	LAND/BUILDING RATIO	PARKING REQD (STALLS)	PARKING PROVIDED (STALLS)
PHASE I	18.2779	194,850	4.13	850 *	838
PHASE II	6.5981	50,000	5.83	225 *	221
CMU A	1.8371	24,800	3.11	111 *	103
CMU B	2.3763	8,000	13.64	85 *	109
TOTAL	29.4170	304,650	34.41	1311	1641 *

1. Required parking based on 4.5 Spaces for every 1000 sf of gross floor area.
2. Includes 31 Retail Units of the 43 Live/Retail Product.
3. Estimated at 1 stall required for every 100 sf of gross floor area.
4. ____ spaces provided per 1000 sf of gross floor area.

Land Use Summary

Village/Lot(s)	Use	Acreage	Town Homes	28x68	35x70	40x90	Total Units
Village 1	Town Homes	6.2338	59				59
Village 2	28' x 68' Row Lot Typ.	3.0610		38			38
Village 3	40' x 90' Alley Lot Typ.	5.6468				69	69
Village 4	40' x 90' Alley Lot Typ.	6.5937				46	46
Village 5	28' x 68' Row Lot Typ.	5.8405		77			77
Village 6	35' x 70' Std. Lot Typ.	3.4986			38		38
Village 7	28' x 68' Row Lot Typ.	0.8775		10			10
Village 8	Town Homes	5.4631	84				84
Village 9	28' x 68' Row Lot Typ.	3.1953		49			49
Village 10	40' x 90' Alley Lot Typ.	4.4939				36	36
Village 11	35' x 70' Std. Lot Typ.	9.1145			101		101
Village 12	Town Homes	0.7181	12				12
Village 13	Town Homes	1.7469	30				30
Village 14	28' x 68' Row Lot Typ.	0.5468		74			74
Village 15	35' x 70' Std. Lot Typ.	1.9092			24		24
CMU A	Live / Retail	4.2117					43
CMU B		2.3763					
Retail Center		25.2342					
Park A		3.7021					
Park B		2.0544					
Park C		1.9366					
OS-A	Open Space	0.2099					
OS-B	Open Space	0.8499					
OS-C	Open Space	0.6139					
OS-D	Open Space	0.1033					
OS-E	Open Space	0.1033					
Roads	A, B & C and Entries	4.5473					
Lot Corridors		4.9181					
Total		116.9404	222	248	163	151	827 du

MRO ENGINEERS, INC.
2022 Plaza Drive
Rocklin, CA 95765
Phone (916) 783-3838
Fax (916) 783-3903
www.mroengineers.com
ENGINEERING · PLANNING · SURVEYING

MEMORANDUM

DATE: April 4, 2005

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION TO SUPPORT CONTINUED FUNDING FOR AMTRAK IN FEDERAL FISCAL YEAR 2006**

BACKGROUND:

The recent proposed Federal budget does not include any funding for the continuation of Amtrak and its services. While this is a national issue, it has serious and direct repercussions on the Sacramento area. Amtrak is the operator of the highly successful Capitol Corridor, providing frequent, convenient and heavily utilized passenger train service between Sacramento and the San Francisco Bay Area. The Capitol Corridor now operates 24 daily trips between here and the Bay area, carrying well over a million passengers per year.

If Amtrak is not funded, the Capitol Corridor service would be in serious jeopardy of being reduced or abandoned. Amtrak is the only organization with the legislatively created right to operate passenger trains over the Union Pacific (UPRR) tracks. Any other agency would have to negotiate a per-train-mile cost that would be substantially higher than the rate enjoyed by Amtrak. This is currently the case with the Altamont Commuter Express (ACE), which operates trains between Stockton and San Jose. Because they are not part of the Amtrak network, they pay the UPRR a much higher train-mile rate than the one enjoyed by the Capitol Corridor.

Some interesting statistics provided by Council Member Budge's SACOG involvement include:

- Without Amtrak, Capital Corridor riders would pay $10/mile to run on UP track. Passengers currently pay $2/mile.
- Three of the top five Amtrak routes are in our state: the Pacific Surfliner (2nd), the Capitol Corridor (3rd), and the San Joaquin (5th).
- 9.3 million ride Amtrak in California. New York has only 10 million riders.
- Amtrak assumes the risk, insurance and liability associates with operation of trains through its national insurance policies and agreements.
- Highway 80 is at capacity. The Capitol Corridor route provides a viable alternative to people driving as well as meets the Federal mandate to clean up our air quality.

It is critically important that Amtrak receive adequate funding in the next Federal Budget year to not interrupt this highly successful rail service.

RECOMMENDATION:

Adopt Resolution No. 46-2005 to support continued funding for AMTRAK in federal Fiscal Year 2006.

Attachments: **Resolution No. 46-2005**
SACOG Amtrak Support Information

AGENDA ITEM # 7

CITY OF RANCHO CORDOVA

RESOLUTION NO. 46-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA SUPPORTING CONTINUED FUNDING FOR AMTRAK IN FEDERAL FISCAL YEAR 2006

WHEREAS, the voters of the State of California adopted certain bond measures to implement passenger rail service across the state; and

WHEREAS, those passenger rail systems have now largely been constructed and services are operating as defined in the voter-approved ballot measures; and

WHEREAS, due to the successful partnership with the National Railroad Passenger Corporation (AMTRAK), the three intercity passenger rail corridor services (the Pacific Surfliner, the Capitol Corridor and the San Joaquin routes) now transport some 4.5 million passengers annually within California; and

WHEREAS, the partnership with Amtrak brings certain significant operating, financial and liability benefits to the State of California; and

WHEREAS, the federal budget recently proposed by the President includes 'zero funding' for the continuation of Amtrak and its services; and

WHEREAS, the State of California's capital investments to date for intercity passenger rail services, based upon the vot4er approved bonds, are approximately $1.7 billion, with most of these funds providing new rolling stock and track capacity improvements in the the private freight railroads; and

WHEREAS, IT IS THE DESIRE OF THE City of Rancho Cordova to protect these public investments for their intended purpose as expressed by the voters who approved the bond measures which provided the initial funding for these investments.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council calls upon Congress to provide adequate operating and capital funding for Amtrak in the FFY 2006 federal budget to allow uninterrupted continuation of California's Amtrak operated services at the levels proposed to Congress in the federal budget proposal for FFY 2005 ($1.4 billion annually).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of April, 2005.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Sacramento Area Council of Governments

1415 L Street,
Suite 300
Sacramento, CA
95814

tel: 916.321.9000
fax: 916.321.9551
tdd: 916.321.9550
www.sacog.org

March 22, 2005

TO: SACOG Board of Directors

FROM: Mike McKeever, Executive Director

SUBJECT: Amtrak Support

At the March 17th SACOG Board Meeting, Director Dowdin and others asked Capitol Corridor Managing Director Gene Skoroposki to send the Board information on the funding of Amtrak. Attached is a packet of information provided by Gene, including sample letters and other testimony and information urging the United States Congress to extend funding for Amtrak trains. If you have any questions, please call me or Olin Woods at (916) 321-9000.

MM:OW:ts

Attachment

cc: Eugene Skoropowski, Capitol Corridor JPA

S:\Projects 04-05\0202-Fed Prog\Amtraksupportmemo032205.wpd

Auburn
Citrus Heights
Colfax
Davis
El Dorado County
Elk Grove
Folsom
Galt
Isleton
Lincoln
Live Oak
Loomis
Marysville
Placer County
Placerville
Rancho Cordova
Rocklin
Roseville
Sacramento
Sacramento County
Sutter County
West Sacramento
Wheatland
Winters
Woodland
Yolo County
Yuba City
Yuba County

AMTRAK LETTER

CAPITOL CORRIDOR

SENT BY CCJPA CHAIR

February 16, 2005

The Honorable Judd Gregg
Chairman
Senate Budget Committee
United States Senate
Washington DC 20510

The Honorable Kent Conrad
Ranking Member
Senate Budget Committee
United States Senate
Washington DC 20510

Dear Chairman Gregg and Senator Conrad:

As the managing agency for the Capitol Corridor intercity passenger rail service in Northern California, linking three metropolitan areas (San Jose, San Francisco/Oakland, and Sacramento), the Capitol Corridor Joint Powers Authority (CCJPA) Board of Directors is disappointed regarding the President's proposed elimination of funding Amtrak in his 2006 Budget proposal. At a time when the Capitol Corridor and Amtrak trains are setting ridership records we believe it is an unwise decision to eliminate federal funds that would keep Amtrak in operation.

The subsequent elimination of Amtrak would be detrimental to the Capitol Corridor trains. As our contract operator for the Capitol Corridor trains, the CCJPA relies on Amtrak's institutional authority in the delivery of their services, including access to operate on railroad right-of-way and provision of train engineers and conductors, café car attendants, station agents, telephone information/reservation services, and maintenance of the state-owned locomotives and passenger cars.

Therefore, the CCJPA respectfully request that you provide sufficient funding in the Fiscal year 2006 Budget Resolution to sustain Amtrak's national network of passenger rail service. Amtrak's 5-year Strategic Plan, which was approved by Amtrak's Board of Directors on June 10, 2004, specifies that approximately $1.8 billion will be required for fiscal year 2006 to provide safe and efficient operation of the railroad.

We, at the CCJPA, realize that a reliable, frequent train service can be a cost-effective, viable transport alternative. The key to the future success of Amtrak is to afford Amtrak the same opportunity to receive Federal infrastructure investments as highway and aviation interests. A federal matching program similar to those available in other modes of transportation will provide the impetus for many more communities to invest local financial resources in passenger rail service.

We have witnessed significant improvements at Amtrak over the last few years. Over the last 30 months, Amtrak CEO and President David Gunn has cut operating costs, allowing the CCJPA to reinvest these savings into more Capitol Corridor trains.

There is still an enormous amount of work that needs to be done. Amtrak cannot continue to be under funded and defer important projects that will enhance passenger safety and improve the reliability of its operation.

We respectfully submit our request for adequate funding for Amtrak in preparing the FY 2006 Budget Resolution.

Sincerely,

Roger Dickinson
Chair

cc: Capitol Corridor Delegation, U.S. Senate, and House of Representatives
CCJPA Board of Directors
David Gunn, Amtrak CEO & President
Thomas E. Margro, CCJPA Executive Director

CAPITOL CORRIDOR JOINT POWERS AUTHORITY
800 MADISON STREET, P.O. BOX 12688, LMA-4, OAKLAND CA 94604-2688
510.464.6995 (V) 510.464.6901 (F)
WWW.CAPITOLCORRIDOR.ORG

TED STEVENS, ALASKA
ARLEN SPECTER, PENNSYLVANIA
PETE V. DOMENICI, NEW MEXICO
CHRISTOPHER S. BOND, MISSOURI
MITCH MCCONNELL, KENTUCKY
CONRAD BURNS, MONTANA
RICHARD C. SHELBY, ALABAMA
JUDD GREGG, NEW HAMPSHIRE
ROBERT F. BENNETT, UTAH
LARRY CRAIG, IDAHO
KAY BAILEY HUTCHISON, TEXAS
MIKE DEWINE, OHIO
SAM BROWNBACK, KANSAS
WAYNE ALLARD, COLORADO

ROBERT C. BYRD, WEST VIRGINIA
DANIEL K. INOUYE, HAWAII
PATRICK J. LEAHY, VERMONT
TOM HARKIN, IOWA
BARBARA A. MIKULSKI, MARYLAND
HARRY REID, NEVADA
HERB KOHL, WISCONSIN
PATTY MURRAY, WASHINGTON
BYRON L. DORGAN, NORTH DAKOTA
DIANNE FEINSTEIN, CALIFORNIA
RICHARD J. DURBIN, ILLINOIS
TIM JOHNSON, SOUTH DAKOTA
MARY L. LANDRIEU, LOUISIANA

J. KEITH KENNEDY, STAFF DIRECTOR
TERRENCE E. SAUVAIN, MINORITY STAFF DIRECTOR

United States Senate

COMMITTEE ON APPROPRIATIONS
WASHINGTON, DC 20510-6025
http://appropriations.senate.gov

AMTRAK LETTER

SENT BY SEN. MURRAY

NO KNOWN RESPONSE

February 16, 2005

The Honorable Norman Y. Mineta
Secretary
U. S. Department of Transportation
400 Seventh St., SW
Washington, DC 20590

Mr. Secretary:

I write to you in your capacity both as Secretary of Transportation and a Member of the Amtrak Board of Directors. I recently read with interest and concern page 243 of the President's Budget for the coming fiscal year in which the Administration states its intent to put Amtrak into bankruptcy for the purpose of reforming it. Specifically, the President's Budget states:

> "With no subsidies, Amtrak would quickly enter bankruptcy, which would likely lead to the elimination of inefficient operations and the reorganization of the railroad through bankruptcy procedures. Ultimately, a more rational passenger rail system would emerge, with service on routes where there is real ridership demand and support from local governments-such as the Northeast Corridor."

The President's "Major Savings and Reforms" document that was delivered to our Subcommittee just last Friday, echoes these intentions. Speaking of a potential Amtrak bankruptcy, the document states that:

> "such a scenario would likely yield restructuring and efficiencies through the auspices of a bankruptcy court."

This dramatic policy change on the part of the Administration is certainly borne out by President Bush's formal budget request. Last year, your budget request sought $900 million for Amtrak for fiscal year 2005 and budgeted $1.4 billion for each year thereafter. Your new budget request seeks no funds for direct Amtrak expenses in fiscal year 2006 and no funds in any year thereafter.

This is an extraordinary and, in my view, dangerous turnaround in the Administration's position regarding Amtrak. Ceding control of the national railroad to a bankruptcy

trustee is both reckless and irresponsible. This plan will put at grave risk the travel options of every Amtrak rider, not just those riding the worst performing lines.

We will undoubtedly have the opportunity to pursue it in greater detail during the Subcommittee's upcoming hearings. But, in the interest of having a fruitful and informative dialogue, I would appreciate it if you would answer several questions regarding the Administration's new policy at your earliest possible convenience:

1. Do you anticipate that Amtrak will be in a position to continue operating once it enters bankruptcy? Your budget seeks $360 million so that the Surface Transportation Board can direct the continuation of operations of those commuter agencies that require the use of Amtrak property or personnel. However, the 2004 law authorizing these STB payments only allows these dollars to be provided once Amtrak has ceased operations. Is it fair to assume, therefore, that you anticipate a period during which all Amtrak services, including those on the Northeast Corridor, will cease during fiscal year 2006? What planning is your department engaged in with the nation's governors, state transportation departments, airlines and airports to mitigate the impact of the disruption and congestion that will be triggered by this termination of Amtrak service?

2. As you know, in recent years, a number of airlines have entered bankruptcy while continuing to operate with the benefit of protection from their creditors. However, each of these carriers entered bankruptcy with vast cash reserves so that they could continue to meet payroll and other operating costs while they reorganized. If you do anticipate that Amtrak will be able to follow this model and operate while in bankruptcy, please provide me with an estimate as to how much cash you expect Amtrak to have on hand at the beginning of fiscal year 2006 if we accept the President's Budget request and provide no subsidies to the railroad for that year? How long do you anticipate that Amtrak will be able to operate before depleting that cash balance?

3. As you know, Amtrak currently carries long-term debt totaling more than $3.8 billion requiring annual debt service payments of more than $275 million. More than $1.5 billion of this total is associated with debt attributable to procurements over the Northeast Corridor. What do you anticipate will be the fate of these debts once Amtrak enters bankruptcy? More than $1.3 billion of Amtrak's total debt is held by the export-import banks of the nations of Canada, Germany and Japan. In addition, a considerable amount of the debt is held by financial institutions based in France. Have you alerted these entities, or their parent governments, of the Bush Administration's intention to put Amtrak into bankruptcy and put the full or partial repayment of these debts under the control of a bankruptcy trustee? Are you at all concerned with the

potential impact of a full or partial default of these debts on the ability of other U.S. transportation enterprises – especially transit agencies -- to gain access to affordable capital?

4. Since your Amtrak reform plan anticipates the creation of a multi-state compact of Northeastern States to address the operations and maintenance of the Northeast Corridor, do you anticipate that the Northeastern States will take on the exposure to the $1.5 billion in outstanding debt attributable to the Northeast Corridor? Similarly, your proposal to reform Amtrak would divide the railroad into three separate entities. Please identify with precision which entity would take over which portion of Amtrak's $3.8 billion long term debt.

5. All of Amtrak's debt is collateralized with the lenders having the ability to repossess Amtrak's rolling stock or take possession of other Amtrak assets in the event of default. Under your vision for an Amtrak that is placed into bankruptcy and then reformed, how will the new railroad operate if major rolling or static assets have been repossessed?

6. You will undoubtedly recall the credit instrument that Amtrak entered into with a consortium of lenders in June of 2001. You were required to subordinate that debt early in your tenure as Transportation Secretary. Under the provisions of that instrument, the consortium of lenders led by Credit Lyonnais, their agent, took as collateral the access rights for Amtrak passengers to the platforms at Penn Station -- the nation's busiest rail station. If you are successful in putting Amtrak into bankruptcy, how will you be able to restore Northeast Corridor service at some future point if Amtrak passengers are legally barred by a creditor from the platforms?

7. In addition to Penn Station, New York, Amtrak owns several other major downtown rail stations including Union Station in Chicago, 30th Street Station in Philadelphia, Penn Station in Baltimore as well as sizeable stations in Oakland, and Wilmington. Many commuter agencies lease space from Amtrak to operate out of these stations including METRA, SEPTA, the Long Island Railroad, New Jersey Transit and others. Once Amtrak is put into bankruptcy, what confidence do you have that the bankruptcy trustee will decide that it is in the interest of the creditors to maintain these downtown properties as rail stations? Is it not possible, if not likely, that these downtown properties would instead be put up for sale by the trustee as potential commercial property to obtain the highest price for the creditors? What impact might this have on transit service in these cities and what planning has your department engaged in to address the long term continuity of transit service in these facilities?

8. In regard to Amtrak's employee contracts, what is the Administration's position regarding the ability of Amtrak to demand reduced pay and benefit levels of its employees once it enters bankruptcy? Is it your view that Amtrak will continue to have exposure to so-called C-2 payments to dismissed employees when Amtrak is placed into bankruptcy?

Many thanks for your prompt reply to these questions. While I believe the Administration's chosen plan for Amtrak is reckless and irresponsible, I remain hopeful, that, working together, we might develop a more logical and reasonable process for ensuring rail service as an affordable and available option for the American public.

Sincerely,

Patty Murray
Ranking Member
Subcommittee on Transportation, Treasury
and General Government

cc: The Honorable Kenneth Mead
The Honorable David Laney
The Honorable Wolfgang Ischinger
The Honorable Ryozo Kato
The Honorable Jean-David Levitte
The Honorable Michael F. Kergin

AMTRAK LETTER
DEMOCRATIC
CONGRESS MEMB
(HOUSE)

UNITED STATES HOUSE OF REPRESENTATIVES
COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE
ROOM 2163 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515

March 2, 2005

STARVING AMTRAK WILL DESTROY IT

Dear Colleague:

Last week, The New York Times published an article, entitled Starving Amtrak To Save It, by Transportation Secretary Norman Mineta, which proclaimed that the Bush Administration's proposal to eliminate Amtrak subsidies starting October 1 would bring about change for the better.

How does the Administration plan to "change" Amtrak? In their own words, the intent of the President's budget proposal is that, "with no subsidies, Amtrak would quickly enter bankruptcy, which would likely lead to the elimination of operations and the reorganization of the railroad through bankruptcy procedures."

In the years we have served on Capitol Hill, we cannot recall another instance where the government has intentionally forced a major industry into bankruptcy. It is far from clear that the outcome of bankruptcy would be a more efficient Amtrak. The Administration is convinced that bankruptcy will bring about change for the better, so let's take a look at what they consider to be "better."

- The shutdown of Amtrak would cause widespread disruption and hardship. Millions of passengers – many of which can't afford a car or a plane ticket – would be stranded. Millions of travelers would be added to already congested roads and airports.

- Residents of 106 U.S. cities, which have no air service, would have to find new transportation alternatives. This is becoming increasingly difficult. On February 28, 2005, Greyhound Lines announced plans to eliminate certain routes and locations in the South and on the West Coast. Without passenger rail, bus service, or air service, there are few options for these residents.

- The Railroad Retirement and Unemployment programs, which cover employees of all railroads, freight and passenger, would be depleted. According to the Railroad Retirement Board, without the participation of Amtrak, employer and employee payroll taxes would need to be increased from the current 16 percent to 27 percent in 2027. Those tax increases, however, would ultimately be insufficient and serious cash flow problems for Railroad Retirement would begin in 2031.

- Cash reserves for the Railroad Unemployment Insurance Account would be exhausted by 2006, and nearly $297 million would have to be borrowed from the Railroad Retirement account to make up for losses. Ultimately, Amtrak's unemployment benefit costs would be borne by other railroads.

- Commuter operations serving millions of passengers along the Northeast Corridor, Chicago, and the West Coast would shutdown. These operations, which include SEPTA in Philadelphia and New Jersey Transit, require the use of Amtrak infrastructure, such as catenaries. They also require the continuation of Amtrak's dispatching system.

- States like California, where Amtrak is the contract operator for the Coaster in San Diego, Metrolink in Los Angeles, and Caltrain in San Francisco, serving a total of 37,000 commuters daily, would be forced to figure out how to pay for new service, under already tight budget constraints.

The Administration says that the Surface Transportation Board (STB) -- an agency that has no experience managing passenger rail operations -- would continue Amtrak's commuter services. It's not clear how the Board's power would interact with the obligation of the bankruptcy court to preserve assets, such as Amtrak's rolling stock, for creditors. The bankruptcy court may be unwilling to have Amtrak's assets continue to be used for commuter operations. Moreover, by the Board's own admission, a directed service order involving Amtrak would be "more complex than any directed service order the STB has ever issued" for freight railroads. In fact, the Board has informed Congress in a letter to the Appropriations Committee that the STB and the Federal Railroad Administration cannot "envision any realistic scenario that would allow them to direct commuter service for more than 60 days."

Bankruptcy is not "better" for Amtrak. It's bad for America. The Amtrak Reform Board, in its annual report to Congress, dated February 17, 2005, states: "The threat of insolvency or bankruptcy can undermine the stability of any business; in Amtrak's case, the disruption of the financial and operating stability Amtrak has achieved over the last two years could stop our reform effort in its tracks." The Board goes on to say that at this point in the reform process forced bankruptcy "is precipitous and counterproductive."

Amtrak's problem has one root cause: money. From its creation in the 1970s, the Corporation has been on a starvation diet. Lack of adequate funding and the annual threat of elimination have conditioned Amtrak to focus on survival. Yet despite chronic underfunding Amtrak has had its successes.

According to the Reform Board, since 2002, Amtrak President David Gunn has implemented new accounting and financial reporting systems; reduced personnel by almost 5,000; developed a detailed and prioritized five-year capital plan focused on restoring the Northeast Corridor to necessary levels of reliability and safety, and on restoration of an aging fleet of rolling stock used throughout the system; terminated the mail and express operation; eliminated or truncated three long-distance routes; increased ridership from 22.5 million in 2000 to 25.1 million in 2004; and contained Amtrak's cash-operating requirement at or below $570 million.

Capital investment is up substantially. In the past two years, there have been 256,000 concrete ties installed; 104,000 wood ties replaced; 266 miles of rail infrastructure restored; 50 undergrade bridges improved; 43 miles of signal and communications cable replaced; 116 miles of catenary hardware installed; and 19 stations and 37 substations improved.

Amtrak's mechanical department plowed full steam ahead. Since 2002, it completed 180 remanufactures/heavy overhauls, 111 diesel locomotive overhauls, 14 electric locomotive overhauls, 31 equipment overhauls, 51 wreck repairs, and 32 baggage car modifications.

Excess equipment was sold, unprofitable services were eliminated, fares were lowered on long-distance routes to increase ridership, and a $71 million maintenance facility was opened in a joint partnership between Amtrak and the State of California.

In short, Amtrak is making great progress, even under a starvation budget. All of this progress will halt under the Administration's "better" plan. It's not better. It's short-sighted and ill-conceived. We oppose it, and we hope you'll join us in supporting legislation this year that keeps Amtrak's successes on-track and moving forward.

Sincerely,

Corrine Brown
Ranking Democratic Member
Subcommittee on Railroads

James L. Oberstar
Ranking Democratic Member
Committee on Transportation
and Infrastructure

AMTRAK LETTER
REPUBLICAN HOUSE
MEMBERS

Congress of the United States

Washington, DC 20515
March 3, 2005

The Honorable Jim Nussle
Chairman
Committee on the Budget
309 CHOB
Washington, D.C. 20515

Dear Chairman Nussle:

We are writing to express our opposition to language in the fiscal year 2006 budget resolution that would cut Amtrak's annual funding. While we share your desire to develop a fiscally responsible budget blueprint, we believe the President's proposed zeroing-out of funding for Amtrak would be a dangerous step backwards in our efforts to improve the efficiency of passenger rail.

Amtrak's 5-year Strategic Plan, which was approved by its Board of Directors on June 10, 2004, specifies that approximately $1.8 billion will be required for fiscal year 2006. Last year, the President sought $900 million for Amtrak in fiscal year 2005 and budgeted $1.4 billion for each year thereafter. According to a recent report by the Congressional Research Service, both the now defunct Amtrak Reform Council and the DOT-IG acknowledge the need for at least $1.5 billion in capital and operating support. Seeking no funds for direct Amtrak expenses and ceding control of the railroad to a bankruptcy trustee, whose legal responsibility is to Amtrak's creditors, represents a drastic and unrealistic turnaround in the Administration's policy.

The government directly or indirectly subsidizes all transportation in the United States, and rail gets the least support. Unlike aviation, highways, and transit, there is no dedicated fund for investing in passenger rail development. These other modes all operate on predominantly federally owned or federally assisted infrastructure, and rely on government-supported security, research, and traffic controllers. While we are willing to listen to new proposals for reforming passenger rail, we are concerned over the implications of a budget resolution that would cut Amtrak's operating subsidies and effectively strand millions of passengers.

For this reason, we ask that you provide sufficient funding in the fiscal year 2006 Budget Resolution to sustain Amtrak's national network of passenger rail service. The company is headed in the right direction and it is our duty to continue to provide Americans with effective and environmentally friendly transportation options.

Please consider our request for adequate funding for Amtrak in preparing the Budget Resolution. Feel free to contact us if you have any questions.

Sincerely,

Rep. Steve LaTourette (OH-14)
Chairman Subcommittee on Railroads

Rep. Mike Castle (DE-A/L)

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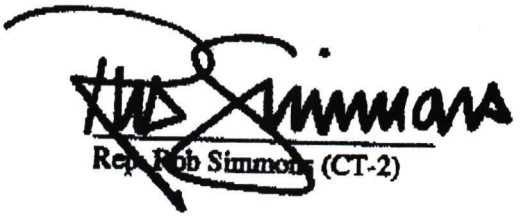
Rep. Sherwood Boehlert (NY-24)



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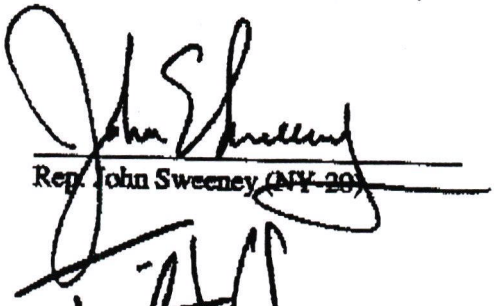

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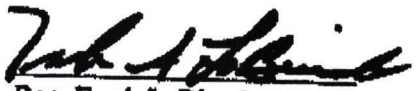
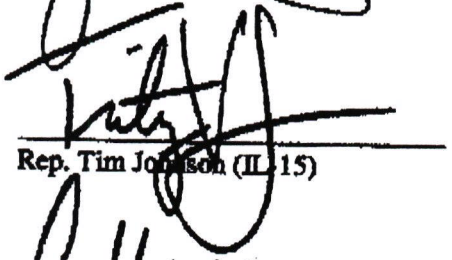


Rep. Frank LoBiondo (NJ-2)



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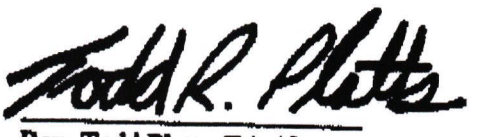
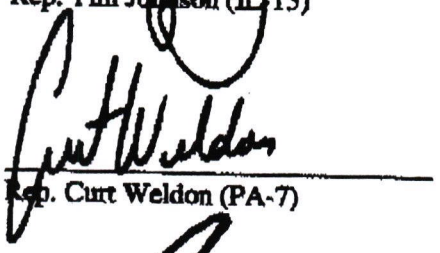


Rep. Todd Platts (PA-19)



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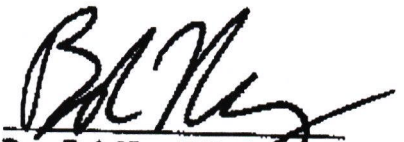
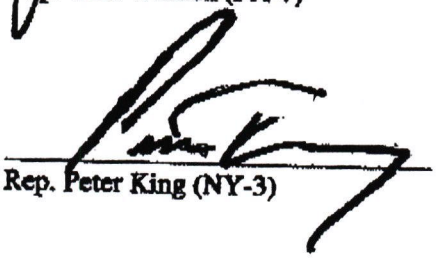
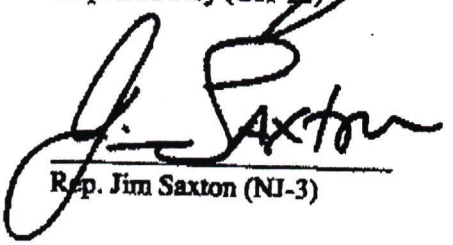


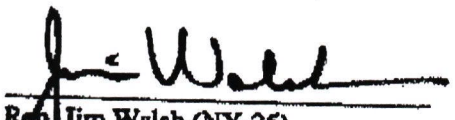
Rep. Bob Ney (OH-18)



Rep. Peter King (NY-3)



Rep. Jim Saxton (NJ-3)



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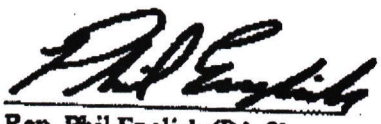
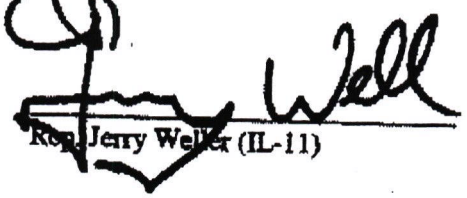


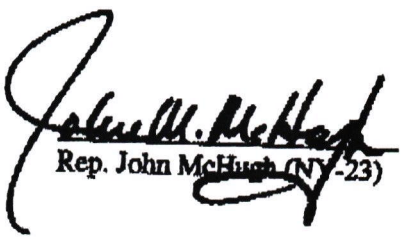
Rep. Phil English (PA-3)



Rep. Jerry Weller (IL-11)

Rep. Jim Gerlach (PA-6)

Rep. Michael Fitzpatrick (PA-8)



Rep. John McHugh (NY-23)

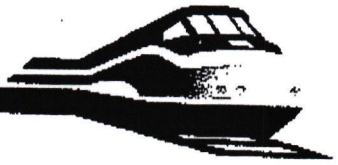
Rep. Denny Rehberg (MT)

Rep. Sue Kelly (NY-19)

Rep. Chris Smith (NJ-04)

AMTRAK

CAPITOL CORRIDOR



BART "LEAVE BEHIND" AND DRAFT OF JOINT RESOLUTION BY CALIF ASSEMB & SENATE

BART is the managing agency for the Amtrak-operated Capitol Corridor trains that offer 24 daily trips between Sacramento and the Bay Area. The Capitol Corridor is enjoying record ridership and revenue, vastly improved on-time performance (95%), and is now the third busiest and the only locally managed Amtrak route in the nation. Convenient transfers to and from BART can be made at the Richmond BART station with additional intermodal connections planned at the Coliseum and Union City stations.

As such, Amtrak's federal funding status impacts BART and its commitment to regional rail service, the growing number of Californians relying on interregional rail service, and the eight counties with service along the 170-mile rail corridor: Alameda, Contra Costa, Placer, Sacramento, San Francisco, Santa Clara, Solano and Yolo.

Issues for the Capitol Corridor and for California Intercity Passenger Rail Services

1. California voters approved the capital funds to build the state's three Intercity Rail Services, which are all operated by Amtrak under contract.
2. These three services, the Pacific Surfliners, the Capitol Corridor and the San Joaquins, are now the second, third and fifth busiest routes in the Amtrak system, respectively.
3. Ridership on these three routes was more than 4.5 million passengers in 2004, and is continuing to grow. The Capitol Corridor served 1.2 million passengers alone.
4. Amtrak has been an active and aggressive partner with the State of California in implementing and sustaining these services.
5. The partnership with Amtrak brings California substantial financial benefits in 'access costs' to the private railroads, provides an acceptable operator of our trains on the private freight railroads, and assumes the risk, insurance and liability associated with operation of our trains through its national insurance policies and agreements.
6. Continuation and improvement in Amtrak's system of National Network trains allows passengers on California's intercity trains to connect to the longer distance trains that tie the nation together
7. The demise of Amtrak would cost the State of California substantially more to operate the existing trains services, due to higher costs to access the freight railroads, and insurance and liability costs, most costs and all risks now borne by Amtrak
8. When Amtrak was created in May 1971, the private freight railroads were relieved of their entire money-losing national system of passenger trains, and those costs were passed on to the public; the freight railroads, in return for this multi-billion dollar relief, agreed to provide Amtrak trains access to the freight railroads at reduced rates
9. Amtrak's stated mission in its enabling legislation was to preserve, improve and expand the national passenger rail system, yet only the Northeast Corridor has ever been provided with the oft-promised federal capital funding program. Intercity passenger rail service today remains the only means of transportation lacking any sort of federal matching capital funds for states to implement passenger services. As such California has spent $1.7 billion to date raised by bonds approved by California voters.
10. We embrace the element of the administration's Amtrak funding proposal, recently proposed by Secretary Mineta, to establish a 50-50 federal-state matching program for states, similar to the FTA program for transit.

CAPITOL CORRIDOR JOINT POWERS AUTHORITY
P.O. BOX 12688, LMA 4, OAKLAND CA 94604-2688
510.464.6995 (V) 510.464.6901 (F)

WWW.CAPITOLCORRIDOR.ORG

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9. Amtrak's stated mission in its enabling legislation was to preserve, improve and expand the national passenger rail system, yet only the Northeast Corridor has ever been provided with the oft-promised federal capital funding program. Intercity passenger rail service today remains the only means of transportation lacking any sort of federal matching capital funds for states to implement passenger services, such as California has done on its own, with 100% state dollars ($1.7 billion to date) in bonds approved by California voters.
10. US DOT Sec. Norm Mineta recently proposed a 50-50 federal state matching program for states, similar to the FTA program for transit. States are pushing for 80% federal, 20% state, as for highways, but in California's case, even 50-50 will allow us to double our money. This is the one element of the administration's Amtrak funding proposal that we can embrace.

Regarding Amtrak nationally:

1. Amtrak's entire budget in 1972 was $900 million, virtually all of it for operations
2. Amtrak's current budget is $1.2 billion, with only about $530 million for operations, and the remainder for capital programs, debt service and federally mandated payments.
3. The operating subsidy for the entire Amtrak system outside of the Northeast Corridor is $300 million of the $1.2 billion current funding. Almost all of the remainder is for the Northeast Corridor infrastructure. So the costs of the long-distance trains are a small part of the Amtrak funding needs, not what some would have you believe.
4. Amtrak's $1.2 billion budget includes some $300 million for debt service, primarily for rolling stock bought on credit, because the federal government never made good on its promises to provide adequate capital funding for Amtrak. The annual need in Amtrak's budget for these funds for debt service would disappear if Congress funded a one-time appropriation to pay off this rolling stock debt.
5. Amtrak's current president, David Gunn has accomplished more reform within Amtrak during the past 34 months than in all of Amtrak's past 34 year history.
6. The states need Amtrak as a partner for passenger service operations. The American Association of Railroads (AAR) has let it be known that their member railroads will NOT allow just anyone to operate passenger trains on their privately owned railroads. The AAR has said that they will allow only one operator of intercity passenger service, and that is Amtrak, so the concept of 'contracting out' these services to someone else is pure fantasy. The rights-of-access provided to Amtrak in 1971 is an asset owned-and-paid for by the American public.
7. There is substantial evidence that Amtrak's previously stated need for funding at $1.8 billion for FFY 2006 is the least level that will operation of the national system of trains, allow Amtrak's partners like

California, Washington State, Oregon, and many others, to continue to operate our state-supported services at affordable rates, and make a portion of the needed capital investments in the Northeast Corridor and conduct required rolling stock overhauls. Virtually all of Amtrak's proposed $1.8 billion budget, except for the $300 million to support operations of the long-distance national network trains is for the Northeast Corridor.

I hope all this stuff helps.

Gene

Proposed Joint Resolution of the State of California Assembly and Senate regarding Amtrak

Whereas, the voters of the State of California adopted certain bond measures to implement passenger rail service across our state, and

Whereas, those passenger rail systems have now largely been constructed and services operating as defined in the voter-approved ballot measures, and

Whereas, key elements of the State's transportation system are the three intercity passenger rail corridor services (the Pacific Surfliner, the Capitol Corridor and the San Joaquin routes), and

Whereas, these three intercity rail services now transport some 4.5 million passengers annually within California in large part due to the successful partnership with the National Railroad Passenger Corporation (Amtrak), and

Whereas, the partnership with Amtrak brings certain significant operating, financial and liability benefits to the State of California, and

Whereas, the federal budget recently proposed by the President includes 'zero funding' for the continuation of Amtrak and its services, and

Whereas, Amtrak has undergone a major reform of its business during the last two-and-one-half years, resulting in substantial progress in renewing its assets and stabilizing its costs, and

Whereas, Amtrak is the only entity in the nation with a statutory right-of-access to the private freight railroads for the purpose of providing passenger rail services, and

Whereas, Amtrak-operated passenger services within California in 2004 (intercity and commuter) transported 9.3 million passengers, making California second only to New York State in the number of passengers transported on Amtrak operated trains, and

Whereas, the State of California's capital investments to date for intercity passenger rail services, based upon the voter approved bonds, are approximately $1.7 billion, with most of these funds providing new rolling stock and track capacity improvements in the private freight railroads, and

Whereas, it is the desire of the State of California to protect these public investments for their intended purpose as expressed by the voters who approved the bond measures which provided the initial funding for these investments, and

Whereas, it is the expressed will of the California Legislature to continue to provide, improve and expand our intercity passenger rail program, therefore,

BE IT RESOLVED that the Assembly and the Senate of the State of California to hereby call upon Congress to provide adequate operating and capital funding for Amtrak in the FFY 2006 federal budget to allow uninterrupted continuation of California's Amtrak operated services at the levels proposed to Congress in the federal budget proposal for FFY 2005 (which specified that an annual request would be made of Congress for $1.4 billion annually for Amtrak), and furthermore,

BE IT RESOLVED, that the Assembly and the Senate of the State of California call upon Congress to preserve and improve the four National Network Amtrak trains currently serving California (California Zephyr, Coast Starlight, Southwest Chief, and Sunset Limited) as these trains stretch across America, uniting California and our state-supported trains with the rest of the nation, and, furthermore,

BE IT RESOLVED, that the Assembly and the Senate of the State of California call upon Congress to establish a multi-year capital funding program available to the states on a matching basis to initiate, improve or expand passenger rail services and to provide an adequate level of capital funding for Amtrak to sustain the mandated rail passenger services, and furthermore,

BE IT RESOLVED that a copy of this resolution be provided to the President of the United States, the US Department of Transportation Secretary, the Governor, all members of the California Congressional delegation, and Chairs of all Congressional Committees having jurisdiction over Amtrak and the national passenger rail system.

Eugene K. Skoropowski
Managing Director
Capitol Corridor Joint Powers Authority
800 Madison Street, 4th Floor
P.O. Box 12688
Oakland, California 94604-2688

e-mail: eskorop@bart.gov
Telephone: 510.464.6990
Fax: 510.464.6901

DRAFT AMTRAK LETTER

DRAFT LETTER to US DOT Sec. Norman Mineta

From Roger Dickinson, Chair

Re: Amtrak and its importance to California

Dear Secretary Mineta,

In my role as Chair of the Capitol Corridor Joint Powers Authority (CCJPA, it is my responsibility to shepherd policy for the 170 mile Capitol Corridor service operated for our agency by Amtrak. For the more than six years of the existence of the CCJPA, we have forged a constructive partnership, not only with Amtrak, but also with the Union Pacific Railroad, and the California Department of Transportation.

The success of those relationships are demonstrated by the phenomenal growth and performance of the Capitol Corridor service, a service we are very proud of, and a service that is now the third most-traveled route in the Amtrak system.

My purpose in writing to you is to try to gain an understanding of the position of the administration regarding Amtrak, so that I may, in turn, explain it to my board, and to the member agencies that comprise the Capitol Corridor service territory.

May of the questions we have were articulated in Senator Patty Murray's letter to you dated February 16, 2005. Again, it would be helpful to me in both understanding the administration's position and being able to explain to others the administration's position if I could perhaps receive a copy of your response to Senator Murray's issues. Obviously, any additional comments you might offer to increase my understanding of the situation would be most welcomed.

Thank you for your consideration of my request, and I look forward to your response.

Sincerely,

Roger Dickinson, Chair
Capitol Corridor Joint Powers Authority, and
Chair, Sacramento County Board of Supervisors

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JOINT RESOLUTION LANGUAGE AS APPROVED BY LEGISLATIVE COUNSEL

FYI.

AUTHOR'S COPY

Assembly Joint Resolution No. ___

Relative to passenger rail service.

WHEREAS, The voters of the State of California have adopted certain bond measures to implement passenger rail service across the state; and

WHEREAS, Those passenger rail systems have now largely been constructed and services are operating as defined in the voter-approved ballot measures; and

WHEREAS, Key elements of California's transportation system are the three intercity passenger rail corridor services (the Pacific Surfliner, the Capitol Corridor, and the San Joaquin routes); and

WHEREAS, These three intercity passenger rail corridor services now transport some 4.5 million passengers annually within California, in large part due to the successful partnership with the National Railroad Passenger Corporation (Amtrak); and

WHEREAS, The partnership with Amtrak brings certain significant operating, financial, and liability benefits to the State of California; and

WHEREAS, The federal budget recently proposed by the President includes "zero funding" for the continuation of Amtrak and its services; and

WHEREAS, Amtrak has undergone a major reform of its business during the last two and one-half years, resulting in substantial progress in renewing its assets and stabilizing its costs; and

WHEREAS, Amtrak is the only entity in the nation with a statutory right-of-access to the private freight railroads for the purpose of providing passenger rail services; and

WHEREAS, Amtrak-operated intercity and commuter passenger services within California in 2004 transported 9.3 million passengers, making California

second only to the State of New York in the number of passengers transported on Amtrak operated trains; and

WHEREAS, The State of California's capital investments to date for intercity passenger rail services, based upon the voter approved bonds, are approximately $1.7 billion, with most of these funds providing new rolling stock and track capacity improvements in the private freight railroads; and

WHEREAS, The current freight rail network is failing to keep pace with goods movement demand in the ports throughout the state and any improvements in the passenger rail network benefit freight rail mobility; and

WHEREAS, It is the desire of the State of California to protect these public investments for their intended purpose as expressed by the voters who approved the bond measures that provided the initial funding for these investments; and

WHEREAS, It is the expressed will of the Legislature to continue to provide, improve, and expand California's intercity passenger rail program; now, therefore, be it

Resolved by the Assembly and the Senate of the State of California, jointly, That the Legislature of the State of California memorializes the Congress of the United States to do all of the following:

(a) To provide adequate operating and capital funding for Amtrak in the federal fiscal year 2006 budget to allow uninterrupted continuation of California's Amtrak operated services at the levels proposed to Congress in the federal budget proposal for federal fiscal year 2005, which specified that an annual request would be made of Congress for $1.4 billion annually for Amtrak.

(b) To preserve and improve the four national network Amtrak trains currently serving California (California Zephyr, Coast Starlight, Southwest Chief, and Sunset Limited) as these trains stretch across the United States, uniting California and our state-supported trains with the rest of the nation.

(c) To establish a multiyear capital funding program available to the states on a matching basis to initiate, improve, or expand passenger rail services and to provide an adequate level of capital funding for Amtrak to sustain the mandated rail passenger services; and be it further

Resolved, That the Chief Clerk of the Assembly transmit copies of this resolution to the President and Vice President of the United States, to the Speaker of the United States House of Representatives, to the Majority Leader in the United States Senate, to each Senator and Representative from California in the Congress of the United States, to the Chairperson of each congressional committee that has jurisdiction over Amtrak and the national passenger rail system, to the United States Transportation Secretary, to the Governor, and to the author for appropriate distribution.

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AGENDA ITEM # 8

MEMORANDUM

DATE: **April 4, 2005**

TO: **Mayor and Council Members**

FROM: **William Campbell, Principal Planner**

SUBJECT: **WALGREEN'S CONDITIONAL USE PERMIT AND DESIGN REVIEW**

OWNER:	**APPLICANT:**
BD Properties Orin Bennett 735 Sunrise Blvd., Suite 220 Roseville, CA 95661	Taylor Village Sacramento Investments Cleon Pantell 1792 Tribute Road, Suite 270 Sacramento, CA 95815

PROJECT:	Walgreen's Conditional Use Permit and Design Review
FILE:	RC-04-139
LOCATION:	West side of Sunrise Blvd, south of Douglas Road in the Mather East Project Area of the SunRidge Specific Plan.
APN:	067-0030-027
PLANNER:	William Campbell

REQUEST

- Conditional Use Permit for the drive-up pharmacy window and Design Review for a new commercial building.

RECOMMENDATION

The Planning Commission recommends the City Council find the project has been previously assessed in the SunRidge Specific Plan (SRSP) EIR and the Mitigated Negative Declaration (MND) for the Mather East Parcel Map, according to the California Environmental Quality Act (CEQA) Guidelines and recommends the adoption of Resolution 43-2005 approving the Conditional Use Permit for the drive-up pharmacy window and the Design Review for Walgreen's, Project No. RC-04-139, subject to the findings and evidence within the resolution and the attached Design Package (Exhibit A) and Conditions of Approval (Exhibit B).

ANALYSIS

This project is located on parcel 2 of the Mather East Parcel Map, within the SunRidge Specific Plan. The southwest corner of Douglas Road and Sunrise Blvd was designated Commercial Mixed Use that would accommodate retail and service commercial uses, along with a blend of residential with strong pedestrian ties. The City has reviewed and approved the Sunrise Plaza

AGENDA ITEM # 9

Center, as the first component of the mixed use. The residential portion has been recently approved by the Planning Commission and the current project would complete the development on the east side of Morrison Creek to Sunrise Blvd.

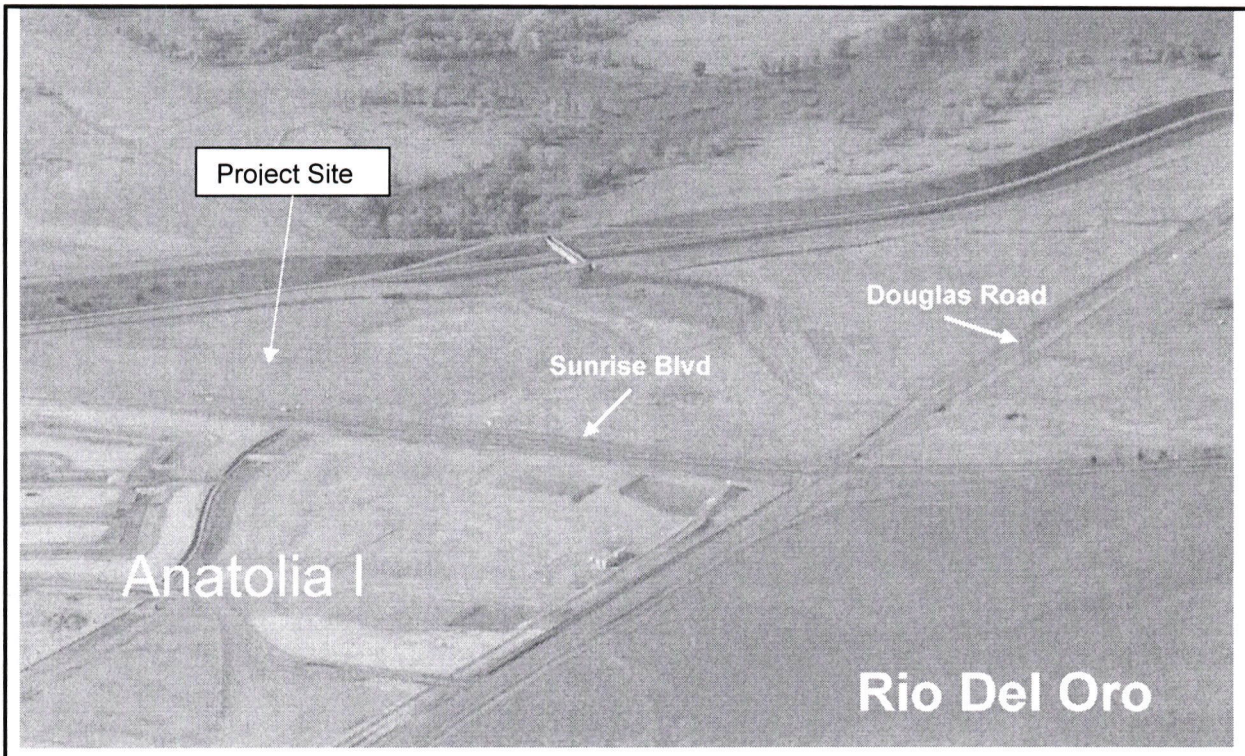

FIGURE 1 – SITE LOCATION

The following table provides additional background information regarding the site:

	General Plan Designation	Zoning	Existing Land Use
Subject Property	Commercial Mixed Use	LC	Vacant
North	Commercial Mixed Use	LC	Proposed Sunrise Plaza
East	Commercial and Residential	SC and RD-5	Vacant and under construction
South	Commercial Mixed Use	LC	129 unit single family detached and attached project
West	Recreational	Open Space	Mather Regional Park

Conditional Use Permit

The applicant is required to obtain a Conditional Use Permit per the Zoning Code (§110-30) for the drive–up pharmacy window located on the west side of the building. The Planning Commission will be required to review the project in relationship to the findings and make a determination, if there is supporting evidence to support the approval.

Finding: The establishment, maintenance and operation of the use, building, or structure applied for will not under the circumstances of the particular case be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Evidence: The drive up window to the pharmacy would not be detrimental to the health, safety and welfare of persons in close proximity. The service window would allow customers to safely remain in their vehicles during and after hours of Walgreen's, it would permit a parent of an ill child or a sick adult to conveniently remain in their vehicle and not have enter the store and possibly expose others to their illness. The intercom system is oriented towards the store and away from the adjoining residential development and would not be a nuisance. The historic use pattern for these types of drive up facilities has been very low and is solely intended for a limited customer base. The drive-up pharmacy window is not intended to handle a large volume of vehicles, such as a fast food restaurant, and therefore does not impact the immediate area with excessive vehicle traffic or noise. The proposed conditions offered will ensure customer safety and reduce the nuisance of traffic noise to a less than significant level.

Design Review

The basis for the review of this project provided in the City's Design Review Ordinance and staff's reasons for recommending approval are described as follows:

The City Design Concepts encourage:

a) High quality building designs that consist of durable and maintainable materials and that provide diversity to the community.
b) Building designs that maintain human scale and interest.
c) Use of an architectural style and or/theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.
d) Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.
e) Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.
f) Incorporate quality site design, including landscaping, signage and other elements of site design.

Evidence to Support the Design Concepts:

a) The architect for the project has designed an interesting and attractive rendition to a stock plan proposed by Walgreen's. The architectural detailing of the buildings and site amenities is enriched with heavy timber trellis members and exposed rafters in the roof structure in the "Craftsman Style". The design features of the proposed building are consistent with the building designs of the shopping center to the north.

b and c) The main building mass is well articulated and the wall panels vary in height, with tower features emphasizing corners of the main building and a dominant tower feature accentuating the entries of the store. Considerable detail has been exercised in the design of the buildings, pedestrian amenities, trellis features and connection with the open common areas of the shopping center. One of the unique features of this site is the transit stop, along the southern

boundary of the shopping center. Pedestrian walks link the transit stop to the remainder of the center and the adjoining buildings have been oriented to support the transit stop plaza.

d) The proposed project is oriented to the plaza with the store front facing Sunrise Blvd, but a major pedestrian connection from the transit node and the shopping center has been provided, along with the ADA required access. The project shares its main entry with the shopping center and the residential village to the west. Secondary access to Sunrise Blvd is available for right turn in and out movement only along the southern edge of the property. This driveway would serve mainly the service vehicles to serve and customers of the drive thru pharmacy window.

e) The building has been oriented to have frontage appearance along Sunrise Blvd, with a functional entry from the shopping center. The building walls are composed of various materials and the parapets are staggered in height to give the building mass greater articulation. The new building will additionally provide the adjoining residential with a more architecturally aesthetic sound wall than the usual free standing wall at the property line.

f) The landscaping and perimeter fence details have been designed to provide sufficient depth and height to protect the adjoining residential from noise and light/glare of the building. The Zoning Code permits the Planning Commission to approve alternative designs to perimeter walls when grades between parcels warrant different screening requirements (315-45 b). The use of a solid barrier has been redesigned to preclude the "walled off" appearance between the store and the residential that would have exceeded 10 feet. Due to the grade difference between the Walgreen's and the adjoining residential project, the applicant and staff have developed a wider landscape transition between the parking/drive lane of Walgreen's and the residential with a decorative fence detail and more landscaping to create a more efficient screen between the two uses. Additionally, the orientation of the residential units, driveways and other activity areas will help transition impacts between the two uses. Strict adherence to the Zoning Code appears to be counter productive to the goals and objectives of the Specific Plan.

Other Planning Issues

The Planning Department has provided conditions to regulate the hours of trash and recycle pick up and delivery of product to the store. Staff is suggesting the limitation of hours for these activities to be limited between 7AM and 7PM daily. With the modified fence detail along the southern and western boundary of the site, it would be appropriate to limit the deliveries and pick up traffic to these hours. The Police Department is supportive of the open fence detail that increases the visibility of the rear portion of the Walgreen's store.

Staff will be monitoring the development of the two projects (Walgreen's and Sundance) to ensure that the boundary between the two projects is developed according to their respective plans. Our efforts will be centered on ensuring the landscaping and fence and wall construction, which both applicants have agreed to coordinate, provides the best visual barrier in an effort to reduce the "walled appearance" of the residential /commercial interface and facilitate the mixed use notion expressed in the Specific Plan.

Planning Commission

On February 18, 2005, a public hearing notice was published in the Grapevine Newspaper and notices were mailed to all property owners within 500' of the project site. The Planning Commission heard the matter at their regularly scheduled meeting of March 8, 2005. Staff and the applicant addressed concerns raised by the Planning Commission.

The applicant and the project architect spoke in favor of the project and addressed two comments regarding the draft conditions of approval. They commented on the hours of trash pick-up and some of the recommended security measures provided by the Police Department. The applicant will need to make arrangements with Waste Management to ensure that trash pick-up is preformed between the stated hours.

The applicant met with the Sheriff's Department to discuss their recommendations regarding site security and crime prevention. The applicant and the Department have agreed to modifications regarding security during construction and security measures for the drive up window, and those changes are reflected in the attached Conditions of Approval. Walgreen's and the Sheriff's Department have indicated they will cooperatively work together in the future, should repeated call for service warrant increased security or installation of other measures to reduce incidents.

CONCLUSION:

The Specific Plan had intended for the development in the Mather East area to be mixed and well coordinated, and break the old pattern of segregating commercial, office and residential with walls and other hard edge treatments. The enhanced pedestrian and vehicular access to the project site will offer the future residents and patrons of the shopping center a desirable urban feature. The Mather East project area will be one of the local neighborhood centers that is consistent with the land use direction described in the General Plan

ENVIRONMENTAL ANALYSIS:

The County of Sacramento adopted the SunRidge Specific Plan (SRSP) in July of 2002. The parcel known as Mather East was included in the Plan and designated for Commercial Mixed Use (CMU) (see Figure 1). The owner of Mather East originally filed the Tentative Parcel Map application with the County in November of 2002. The project has been reviewed by the County Department of Environmental Review and Assessment (DERA) and a Negative Declaration has been prepared for the Tentative Parcel Map. The cumulative development impacts of the SRSP were addressed in the EIR for the Specific Plan and the adopted Mitigation Monitoring Reporting Program will be implemented for this project. The applicants' proposal to place a drive thru pharmacy did not raise any new environmental issues; therefore, this project has been determined to be consistent with the previous environmental assessments.

FINANCIAL IMPLICATIONS TO CITY:

There is no fiscal impact to the City associated with this project. The project does have the potential to generate modest retail sales tax from the goods and services provided by Walgreen's.

RECOMMENDED MOTIONS:

- "I move the City Council determine the project has been previously assessed in the SRSP EIR and the MND for the Mather East Parcel Map, according to the California Environmental Quality Act (CEQA) Guidelines and adopt Resolution 43-2005 approving the Conditional Use Permit for the drive-up pharmacy and the Design Review, Walgreen's, Project No. RC-04-139, at the west side of Sunrise Blvd, south of Douglas Road, subject to the attached Design Package (Exhibit A) and Conditions of Approval (Exhibit B)."

ATTACHMENTS:

1. Resolution 43-2005 with Design Package (Exhibit A) and Conditions of Approval (Exhibit B)
2. Design Package including color palette, elevations, site plan, landscape plans, and site engineering and photometric plans.
3. Planning Commission Minutes of March 8, 2005
4. 500' Radius Map and Notice List

RESOLUTION No. 43-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A CONDITIONAL USE PERMIT AND DESIGN REVIEW FOR A WALGREEN'S STORE WITH A DRIVE UP PHARMACY, PROJECT # RC-04-139

WHEREAS, Taylor Village Sacramento Investments (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Conditional Use Permit for a drive thru pharmacy and Design Review for a new Walgreen's Store building, located on the Mather East parcel of the Sunridge Specific Plan (APN 067-0030-027); and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the project is has been previously assessed in the SunRidge Specific Plan (SRSP) EIR and the Mitigated Negative Declaration (MND) for the Mather East Parcel Map, according to the California Environmental Quality Act (CEQA) Guidelines and

WHEREAS, the proposed project is located on real property in the incorporated portions of the City of Rancho Cordova more particularly described as APN 067-0030-027; and

WHEREAS, on March 8, 2005, the Planning Department considered the project request pursuant to Title I, II and III of the City of Rancho Cordova Zoning Code, and all other applicable state and local regulations; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a property noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

Approve the Conditional Use Permit and Design Review, based on the following findings:

1. CEQA

   Finding: The project has been reviewed and is in accordance with the Guidelines of the California Environmental Quality Act.

   Evidence: The County of Sacramento adopted the SunRidge Specific Plan (SRSP) in July of 2002. The parcel known as Mather East was included in the Plan and designated for Commercial Mixed Use CMU. The owner of Mather East originally filed the Tentative Parcel Map application with the County in November of 2002. The project has been reviewed by the County Department of Environmental Review and Assessment (DERA) and a Negative Declaration has been prepared for the Tentative Parcel Map. The cumulative development impacts of the SRSP were addressed in the EIR for the Specific Plan and the adopted Mitigation Monitoring Reporting Program will be implemented for this project. The applicants' proposal to place a drive thru pharmacy did not raise any new environmental issues; therefore, this project has been determined to be consistent with the previous environmental assessments.

2. CONDITIONAL USE PERMIT

Finding: *The establishment, maintenance and operation of the use, building, or structure applied for will not under the circumstances of the particular case be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.*

Evidence: The drive up window to the pharmacy would not be detrimental to the health, safety and welfare of persons in close proximity. The service window would allow customers to safely remain in their vehicles during and after hours of Walgreen's, it would permit a parent of an ill child or a sick adult to conveniently remain in their vehicle and not have enter the store and possibly expose others to their illness. The intercom system is oriented towards the store and away from the adjoining residential development and would not be a nuisance. The historic use pattern for these types of drive up facilities has been very low and is solely intended for a limited customer base. The drive-up pharmacy window is not intended to handle a large volume of vehicles, such as a fast food restaurant, and therefore does not impact the immediate area with excessive vehicle traffic or noise. The proposed conditions offered will ensure customer safety and reduce the nuisance of traffic noise to a less than significant level.

3. DESIGN REVIEW

Approve the Design Review subject to the Design Package (Exhibit A) and the Conditions of Approval (Exhibit B), based on the following findings:

The City Design Concepts encourage:

a) High quality building designs that consist of durable and maintainable materials and that provide diversity to the community.
b) Building designs that maintain human scale and interest.
c) Use of an architectural style and or/theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.
d) Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.
e) Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.
f) Incorporate quality site design, including landscaping, signage and other elements of site design.

Evidence to Support the Design Concepts:

a) The architect for the project has designed an interesting and attractive rendition to a stock plan proposed by Walgreen's. The architectural detailing of the buildings and site amenities is enriched with heavy timber trellis members and exposed rafters in the roof structure in the "Craftsman Style". The design features of the proposed building are consistent with the building designs of the shopping center to the north.

b and c) The main building mass is well articulated and the wall panels vary in height, with tower features emphasizing corners of the main building and a dominant tower feature accentuating the entries of the store. Considerable detail has been exercised in the design of the buildings, pedestrian amenities, trellis features and connection with the

open common areas of the shopping center. One of the unique features of this site is the transit stop, along the southern boundary of the shopping center. Pedestrian walks link the transit stop to the remainder of the center and the adjoining buildings have been oriented to support the transit stop plaza.

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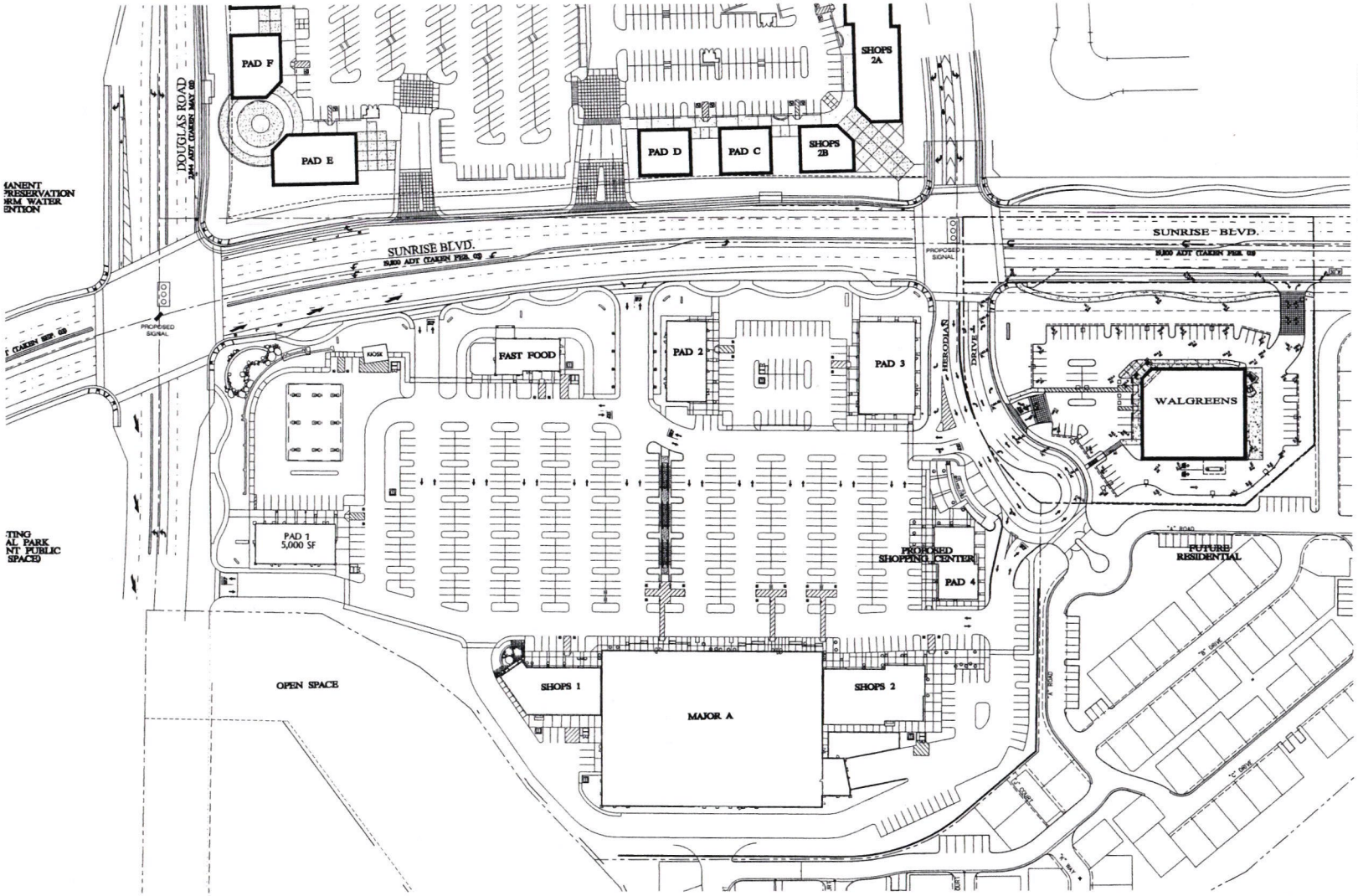
PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of April, 2005.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
KEN COOLEY, MAYOR of the
CITY OF RANCHO CORDOVA

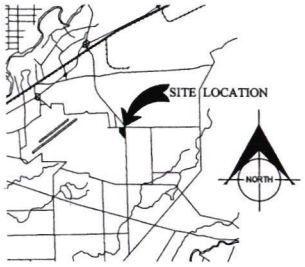
ATTEST:

_____
LILLIAN HARE
CITY CLERK



WALGREEN'S
SUNRISE AND DOUGLAS
RANCHO CORDOVA, CA

VICINITY MAP
NO SCALE



REFERENCE OVERALL SITE PLAN
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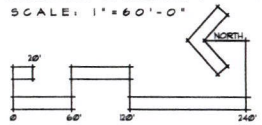
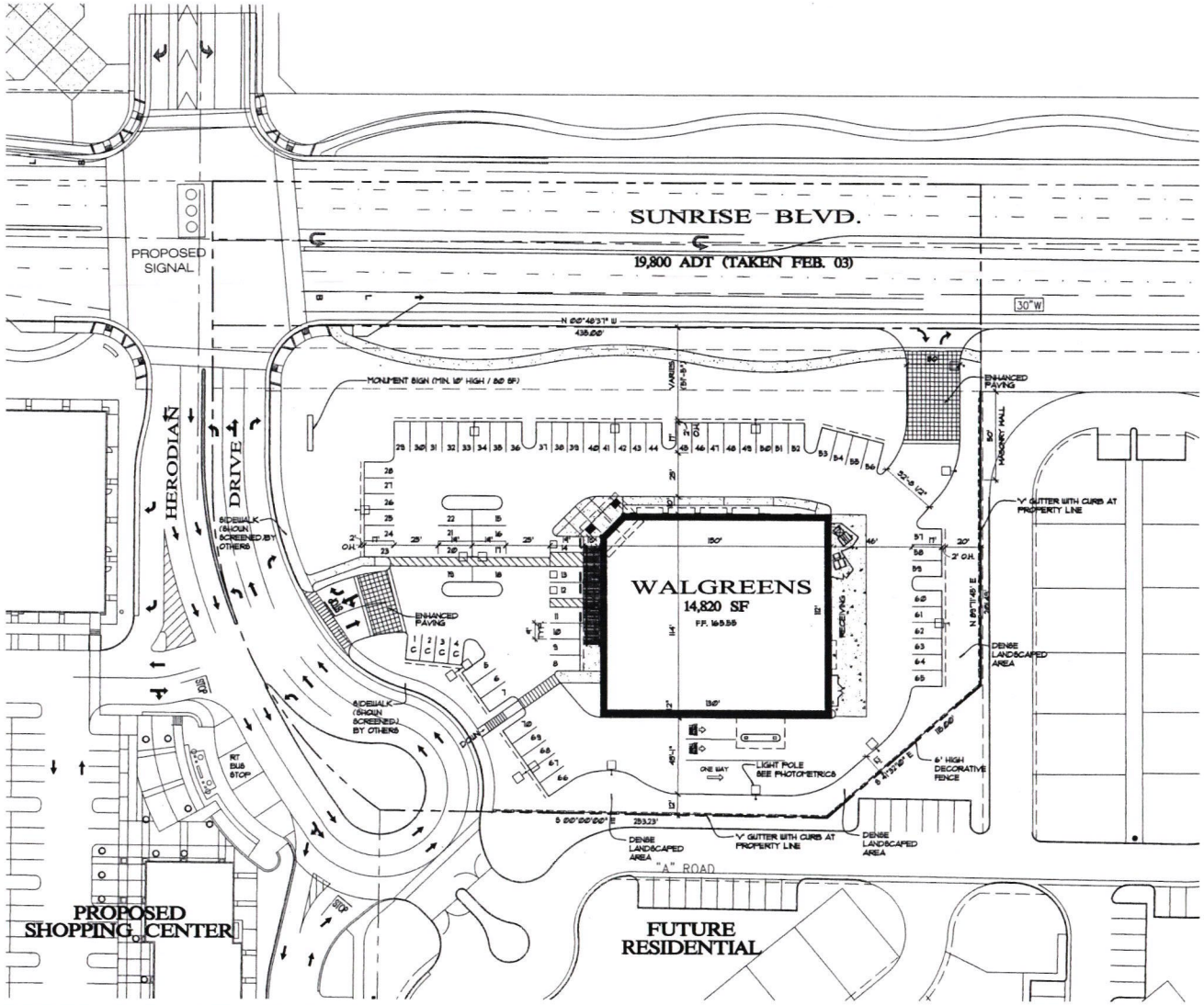


Job Number	A05-108	Sheet	1
Date	10.12.04		
Drawn	L.S.		
Revised	RAS 01.25.05	of	

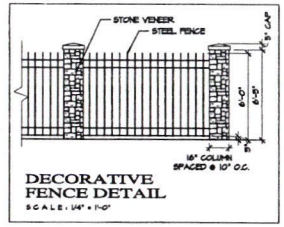
Rauschenbach
Marvelli
Becker
architects

2277 Watt Ave.•Second Floor•Sacramento, CA 95825
(916)488-8500 FAX(916)488-8566

Exhibit A



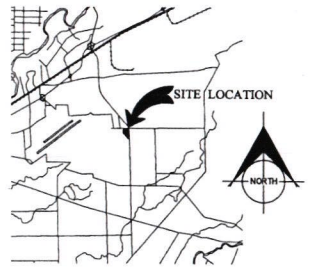
NOTE: ALL SCREENED LINES TO BE CONSTRUCTED BY OTHERS



DECORATIVE FENCE DETAIL
SCALE: 1/4" = 1'-0"

WALGREEN'S
SUNRISE AND DOUGLAS
RANCHO CORDOVA, CA

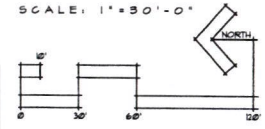
VICINITY MAP
NO SCALE



STATISTICS

DEVELOPER:	TAYLOR PROPERTIES 1742 TRIBUTE ROAD, SUITE 210 SACRAMENTO, CA 95815
PORTION APN:	067-0050-027
ZONING:	LC
PARCEL SIZE:	2.49 AC.
BUILDING SIZE:	14,820 S.F.
PARKING REQUIRED:	67 STALLS (4.5 / 1,000 S.F.)
PARKING PROPOSED:	70 STALLS

SITE PLAN
SCALE: 1"=30'-0"



Job Number	A03-108	Sheet	2
Date	10.12.04		
Drawn	L.S.		
Revised	01.28.05 RAS	of	

Rauschenbach Marvelli Becker architects
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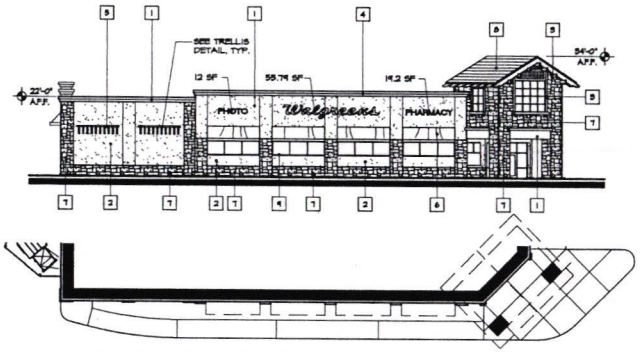
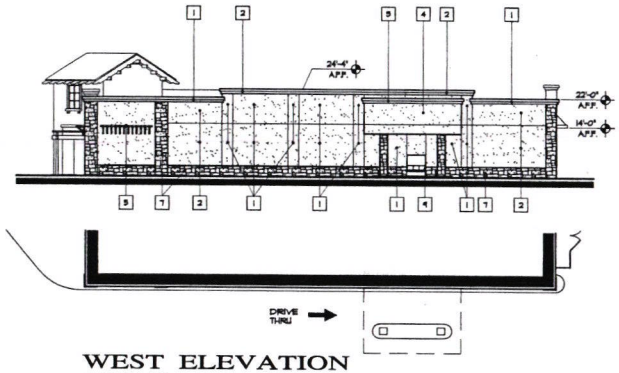


EAST ELEVATION

SCALE 1/16" = 1'-0"

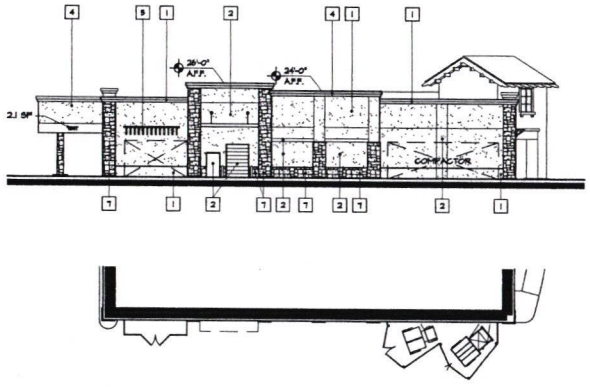


WEST ELEVATION

SCALE 1/16" = 1'-0"

MATERIAL SCHEDULE

1	CEMENT PLASTER	"DUNN-EDWARDS" DP 5 WEATHERED CORAL
2	CEMENT PLASTER	"DUNN-EDWARDS" DE 118 NATURAL CREAM
3	EXPOSED RAFTERS & ACCENT	"DUNN-EDWARDS" DP 129 MEADOWOOD
4	CEMENT PLASTER	"DUNN-EDWARDS" 114 SEDONA
5	TRELLISES, ARBORS, METAL REVEAL & FASCIA	"DUNN-EDWARDS" DE 3209 GOLD COAST
6	FABRIC AWNINGS	"SUNBRELLA FIRENIST" #6631 FOREST GREEN
7	STONE VENEER	"ELDORADO STONE" TULAROSA COUNTRY RUBBLE
8	ROOF TILE	"HANSON" 1185-857 BROOKWOOD
9	STOREFRONT	BRONZE ANODIZED



SOUTH ELEVATION

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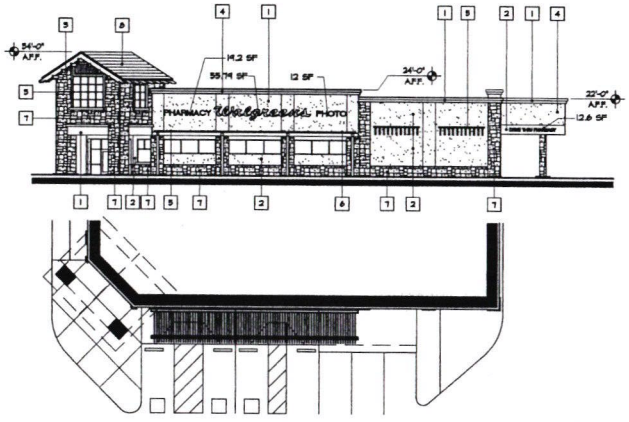

NORTH ELEVATION

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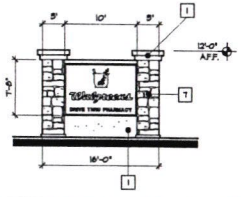

MONUMENT SIGN

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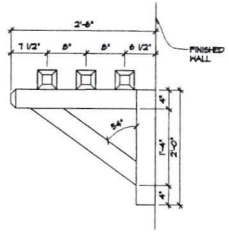


TRELLIS DETAIL

SCALE 1" = 1'-0"

EXTERIOR ELEVATIONS

SCALE: 1/16" = 1'-0"

Job Number	A05-105	Sheet	3
Date	07.07.04		
Drawn	LJB		
Revised	RAS 01.25.05	of	

WALGREEN'S
SUNRISE AND DOUGLAS
RANCHO CORDOVA, CA

Rauschenbach Marvelli Becker architects

2277 Watt Ave.•Second Floor•Sacramento, CA 95825

(916)488-8500 FAX(916)488-8566

PLANT LIST

SYM	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS	MATURE HT. & SPREAD
TREES					
T-1	15 GALLON	MAGNOLIA GRANDIFLORA 'ST. MARY'	SOUTHERN MAGNOLIA		25' HT. / 20' SPR.
T-2	15 GALLON	PISTACIA CHINENSIS	CHINESE PISTACHE		45' HT. / 40' SPR.
T-3	15 GALLON	PLATANUS ACERIFOLIA 'BLOODGOOD'	LONDON PLANE TREE		60' HT. / 50' SPR.
T-4	15 GALLON	QUERCUS ILEX	HOLLY OAK		45' HT. / 40' SPR.
T-5	15 GALLON	QUERCUS RUBRA	RED OAK		50' HT. / 45' SPR.
T-6	15 GALLON	RHUS LANCEA	AFRICAN SUMAC		25' HT. / 25' SPR.
SHRUBS					
S1	1 GALLON	AGAPANTHUS AFRICANUS 'PETER PAN'	DWARF LILY OF THE NILE		
S2	5 GALLON	CISTUS 'SUNSET'	SUNSET ROCKROSE		
S3	5 GALLON	DIETES BICOLOR	FORTNIGHT LILY		
S4	5 GALLON	HEMEROCALLIS 'EVERGREEN YELLOW'	DAYLILY		
S5	5 GALLON	PHOTINIA FRASERI	FRASER PHOTINIA		
S6	5 GALLON	PHORMIUM 'ATROPURPUREA'	NEW ZEALAND FLAX HYBRID		
S7	5 GALLON	RHAPIOLEPIS INDICA 'JACK EVANS'	JACK EVANS INDIA HAWTHORN		
S8	5 GALLON	RHAPIOLEPIS INDICA 'SPRINGTIME'	SPRINGTIME INDIA HAWTHORN		
S9	5 GALLON	VIBURNUM TINUS	LAURUSTINUS		
S10	5 GALLON	XYLOSMA CONGESTUM	SHINY XYLOSMA		
GROUND COVERS & VINES					
	1 GALLON	MYOPORUM PARVIFOLIUM	MYOPORUM	TRIANGULAR SPACING AT 36" O.C.	
	1 GALLON	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	TRIANGULAR SPACING AT 36" O.C.	
	SOD	50/10 BLEND TURF TYPE HYBRID DWARF TALL FESCUE/ BLUEGRASS			

NOTES:

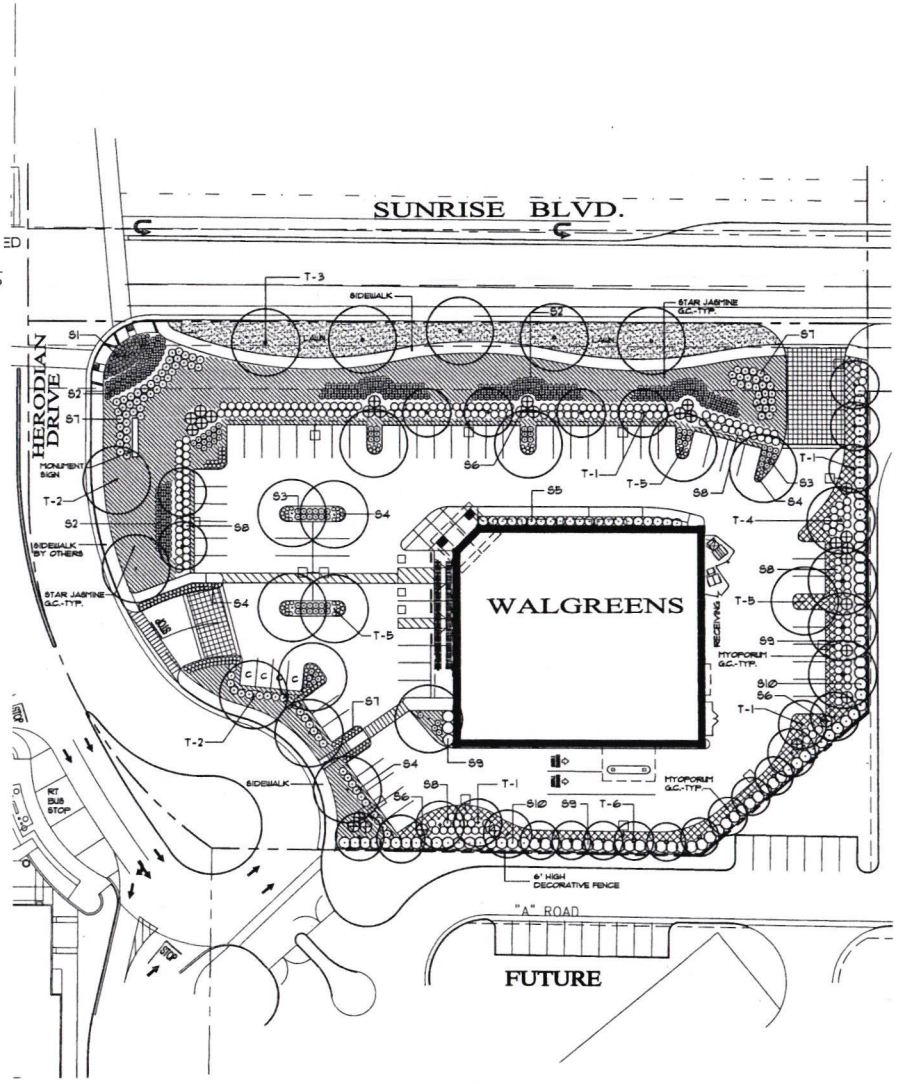
1. ALL PLANTS SHALL BE WATERED WITH AN AUTOMATIC IRRIGATION SYSTEM.
2. LANDSCAPE SHALL BE DESIGNED PER CITY OF RANCHO CORDOVA LANDSCAPE ORDINANCES.

PARKING LOT SHADE CALCULATIONS

TOTAL PARKING AREA PAVING: 25,460 SF
TOTAL PARKING AREA SHADE REQUIRED: 12,730 SF (50%)
TOTAL PARKING AREA SHADE PROVIDED: 12,993SF (50%)

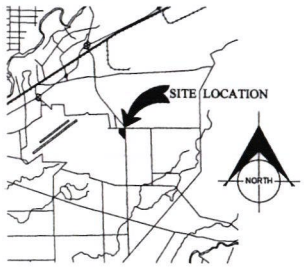
(7) FULL QUERCUS RUBRA AT 962 SF EA = 6734 SF
(2) HALF QUERCUS RUBRA AT 481 SF EA = 962 SF
(1) HALF QUERCUS ILEX AT 481 SF EA = 481 SF
(2) QTR QUERCUS ILEX AT 240 SF EA = 480 SF
(3) HALF PISTACIA AT 481 SF EA = 1443 SF
(1) QTR PISTACIA AT 240 SF EA = 240 SF
(1) HALF MAGNOLIA AT 354 SF EA = 2478 SF
(1) QTR MAGNOLIA AT 171 SF EA = 171 SF

TOTAL TREE SHADE: 12,993 SF



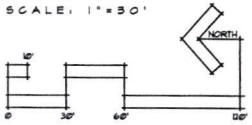
VICINITY MAP

NO SCALE



PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 30'



WALGREEN'S
SUNRISE AND DOUGLAS
RANCHO CORDOVA, CA

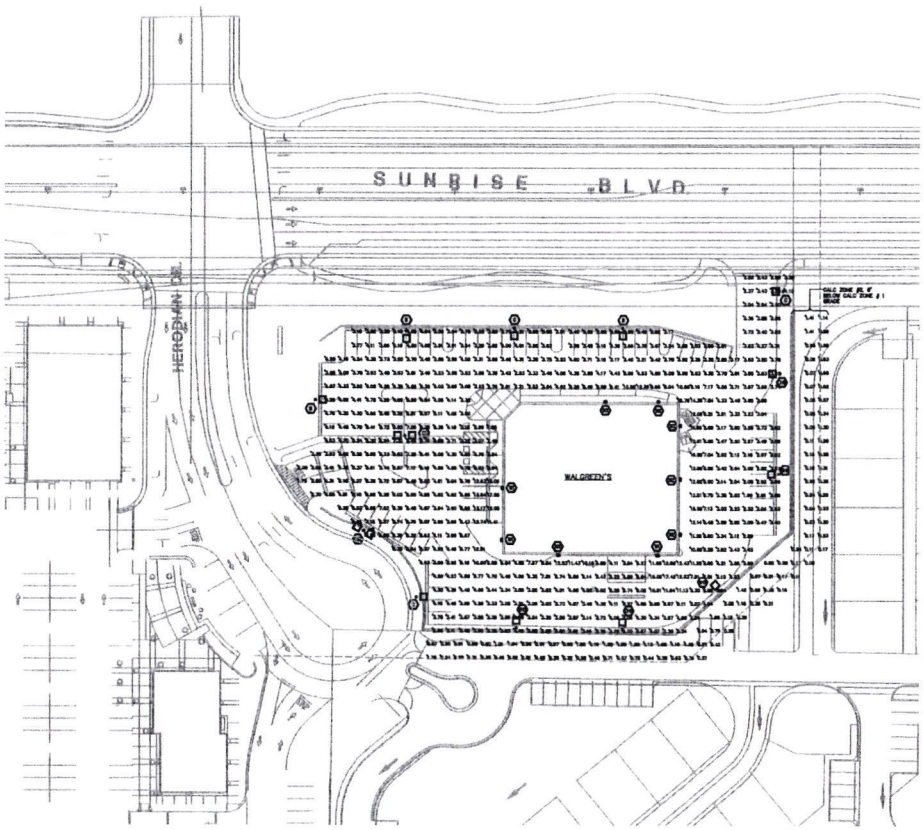
Job Number	A05-108	Sheet
Date	10.12.04	
Drawn	DAS	4
Revised	01.25.05 RAS	of

STRAYER ASSOCIATES
LANDSCAPE ARCHITECTURE
564 MOCKINGBIRD PLACE
DAVIS, CA 95616
PHONE: (530) 758-3820
FAX: (530) 758-1955

Rauschenbach Marvelli Becker architects
2277 Watt Ave. • Second Floor • Sacramento, CA 95825
(916)488-8500 FAX(916)488-8566

04040

...\Walgreens\Sunrise&Douglas\Drawings\Revised Drawings\Exhibit 1.dwg, 01/25/2005 07:53:48 AM, RAS, ALL MATERIAL APPEARING HEREIN CONSTITUTES THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 PT1 **SITE PHOTOMETRICS PLAN**
SCALE: 1" = 40'-0"
NORTH

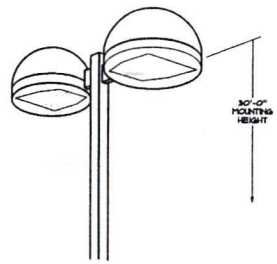
LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
		2	2213/400MS	STANDARD TYPE III OPTICS (22") CLEAR FLAT TEMPERED GLASS IN STANDARD DOOR FRAME (W/LAMP STABILIZER)		GR34M.ES	36000	0.72	400
		3	2214X/400MS	STANDARD TYPE IV (4X) OPTICS (22") CLEAR SAG TEMPERED GLASS IN STANDARD DOOR FRAME W/LAMP STABILIZER		GR434M.ES	36000	0.72	400
		3	2214X/400MS	STANDARD TYPE IV (4X) OPTICS (22") CLEAR SAG TEMPERED GLASS IN STANDARD DOOR FRAME W/LAMP STABILIZER		GR434M.ES	36000	0.72	800
		3	2214X/400MS	SAME AS "D1" WITH ROTATED OPTICS		GR434M.ES	36000	0.72	800
		4	2210/400MS	STANDARD TYPE V CLEARATE (NC) OPTICS (22") CLEAR FLAT TEMPERED GLASS IN STANDARD DOOR FRAME		GR04M.ES	36000	0.72	400
		3	141-FT-250MH		CLEAR 250MH/HOR PROBATED TO 1000 LUMENS	MYF25M.lux	36000	0.72	400
		6	141-WT-250MH	CLEAR FLAT GLASS LENS	CLEAR 250MH/HOR PROBATED TO 1000 LUMENS	MYF25M.lux	36000	0.72	400
		1	TYPE II W/HOUSE SIDE SHIELD	STANDARD TYPE II OPTICS (22") CLEAR FLAT TEMPERED GLASS IN STANDARD DOOR FRAME (W/HOUSE SIDE SHIELD)		GR34M.ES	36000	0.72	400
		2	TYPE III W/HOUSE SIDE SHIELD	STANDARD TYPE III OPTICS (22") CLEAR FLAT TEMPERED GLASS IN STANDARD DOOR FRAME (W/HOUSE SIDE SHIELD)		GR34M.ES	36000	0.72	400
		2	TYPE IV W/HOUSE SIDE SHIELD	STANDARD TYPE IV (4X) OPTICS (22") CLEAR SAG TEMPERED GLASS IN STANDARD DOOR FRAME W/HOUSE SIDE SHIELD		GR434M.ES	36000	0.72	400

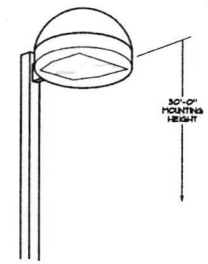
STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	5.00 fc	17.85 fc	1.75 fc	10.0:1	2.9:1
Calc Zone #2	+	0.80 fc	2.08 fc	0.03 fc	66.3:1	20.1:1

2 PT1 **FIXTURES** (W) (NC)
NO SCALE



3 PT1 **FIXTURE** (D)
NO SCALE



4 PT1 **FIXTURES** (A) (B) (C) (D)
NO SCALE

These drawings and written material appearing herein are the property of Ken Rubitsky & Associates and may not be duplicated, used or disclosed without the written consent of Ken Rubitsky.

KEN RUBITSKY & ASSOC.
CONSULTING ELECTRICAL ENGINEERS
1910 S STREET
Sacramento, CA 95814
Phone: (916) 447-4477

REGISTERED PROFESSIONAL ENGINEER
KENNETH R. RUBITSKY
No. 11798
ELECTRICAL
STATE OF CALIFORNIA

Exp. 9/30/00

REVISIONS	BY

Project:
WALGREEN'S
SUNRISE AND DOUGLAS
RANCHO CORDOVA, CALIFORNIA

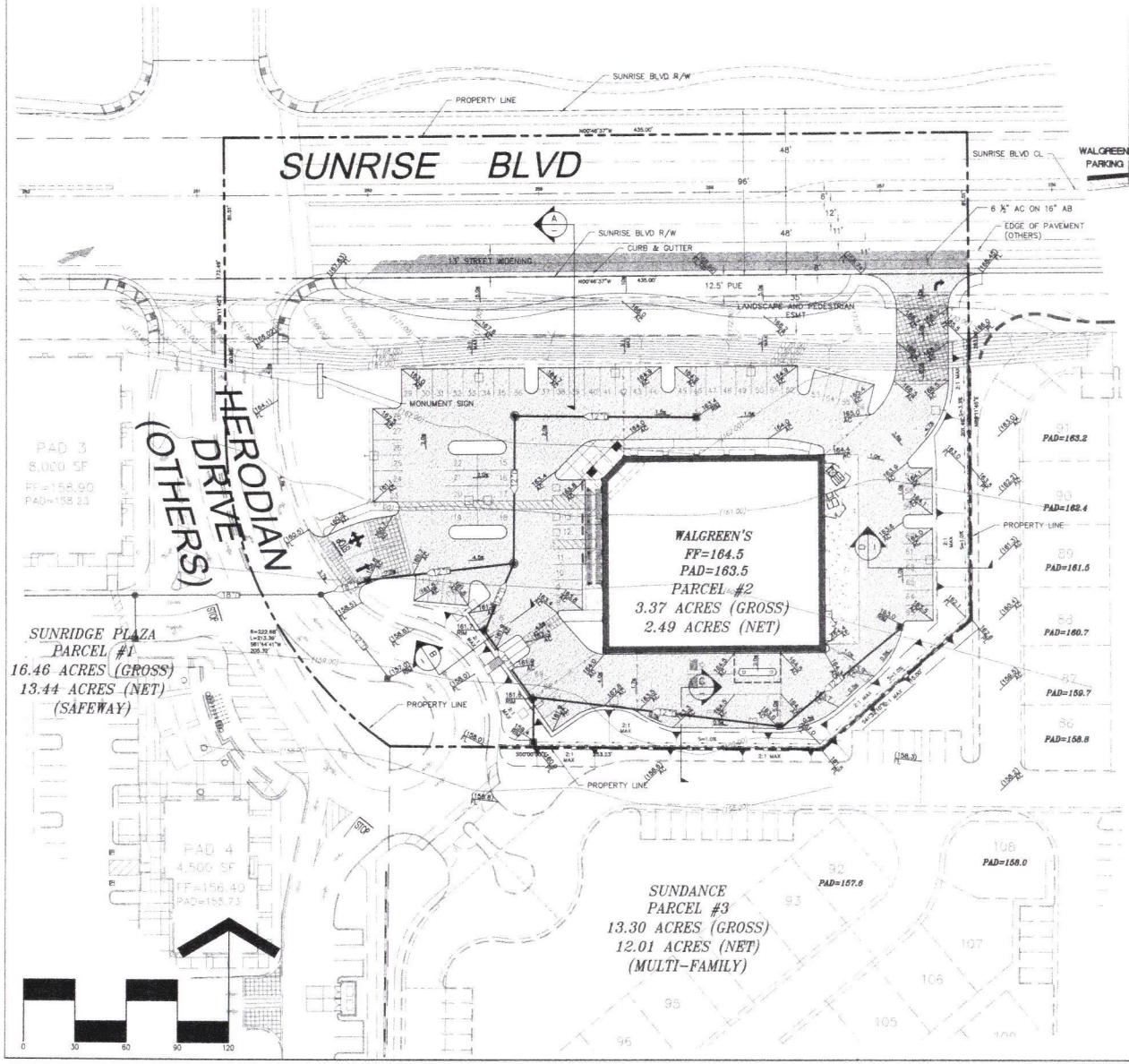
Drawing:
SITE PHOTOMETRICS PLAN, STATISTICS AND DETAILS

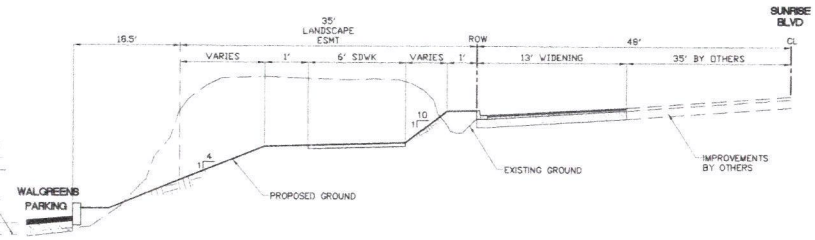
Date	2/10/2006
Scale	AS NOTED
Drawn	PT
Job	4180
Sheet	PT1
Of	Sheets

PRELIMINARY GRADING AND DRAINAGE PLAN

SUNRISE AND DOUGLAS - MATHER EAST - WALGREEN'S

RANCHO CORDOVA, CA





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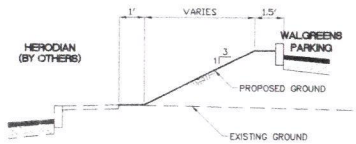

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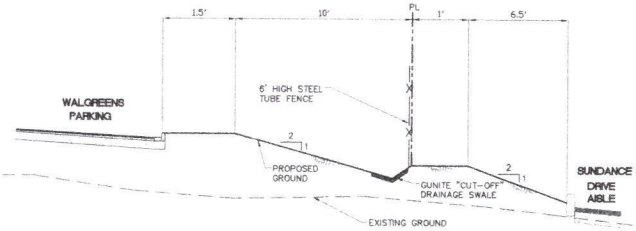

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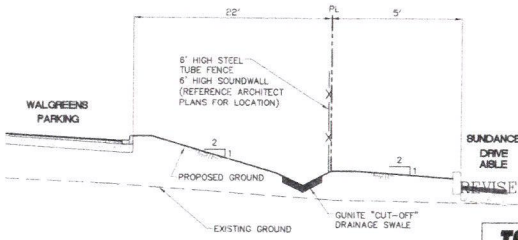


D TYPICAL SECTION
N.T.S.

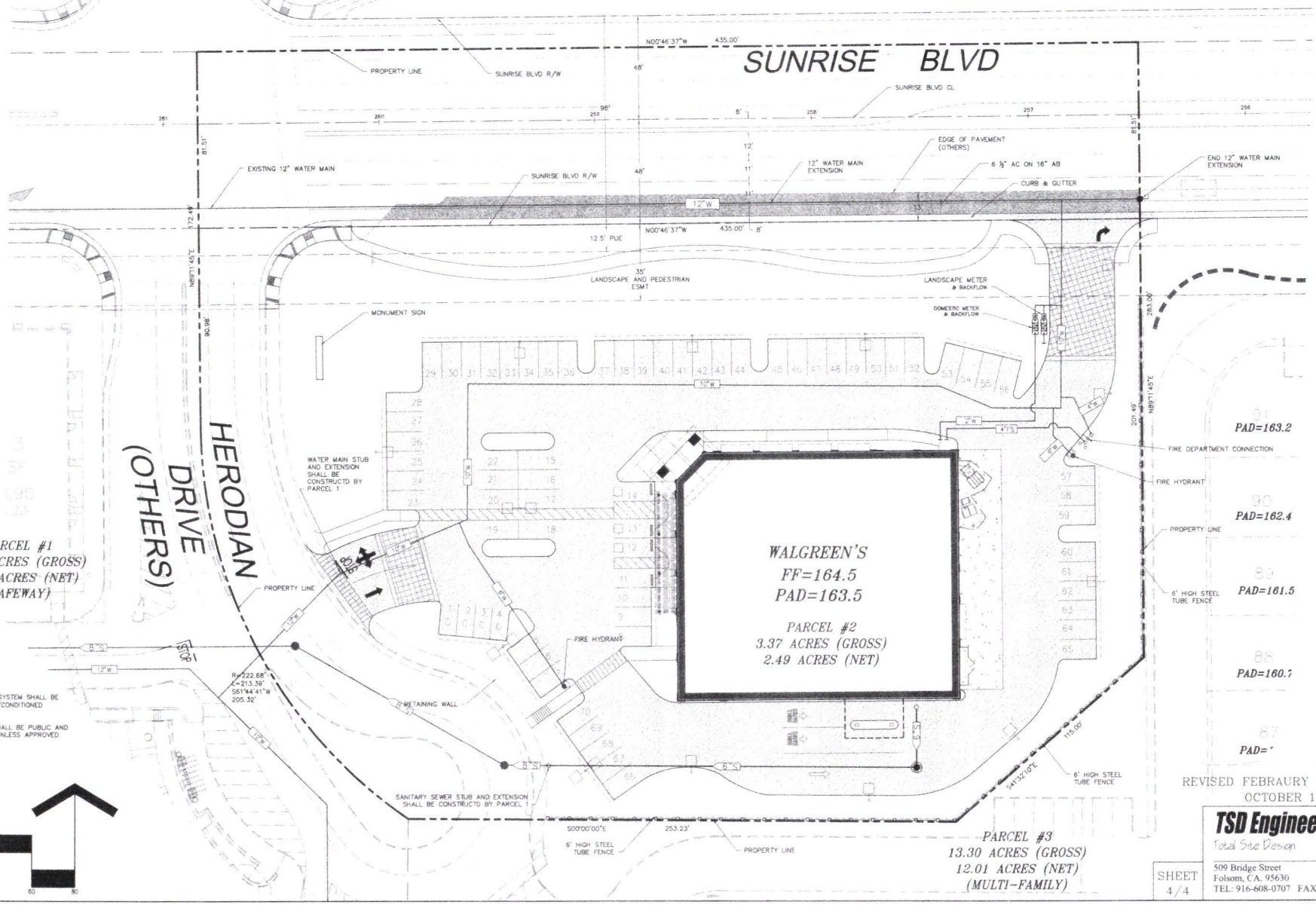
REVISED FEBRUARY 8, 2005
OCTOBER 19, 2004

TSD Engineering, Inc.
Total Site Design
509 Bridge Street
Folsom, CA 95630
TEL: 916-608-0707 FAX: 916-608-0701

PRELIMINARY SEWER AND WATER PLAN

SUNRISE & DOUGLAS - MATHER EAST - WALGREEN'S

RANCHO CORDOVA CA



NOTES:

1) ONSITE SANITARY SEWER SYSTEM SHALL BE PRIVATE, UNLESS APPROVED/CONDITIONED OTHERWISE.

2) ONSITE WATER SYSTEM SHALL BE PUBLIC AND LOCATED IN AN EASEMENT, UNLESS APPROVED CONDITIONED OTHERWISE.

0 20 40 60 80

REVISED FEBRAURY 8, 2005
OCTOBER 19, 2004

TSD Engineering, Inc.
Total Site Design
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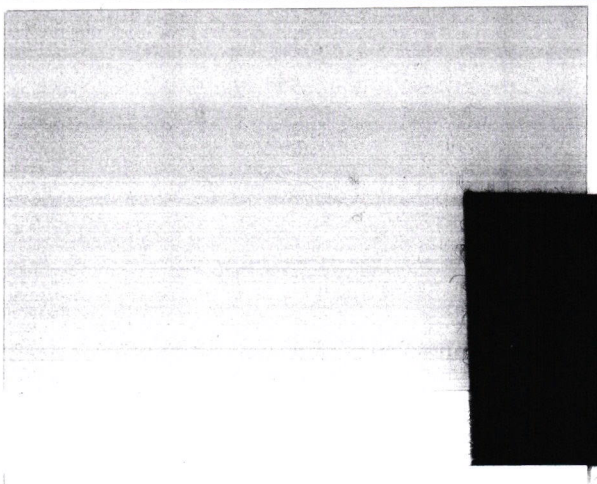
Folsom, CA. 95630
TEL: 916-608-0707 FAX: 916-608-0701

SHEET 4/4



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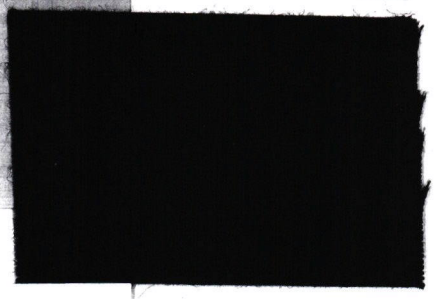

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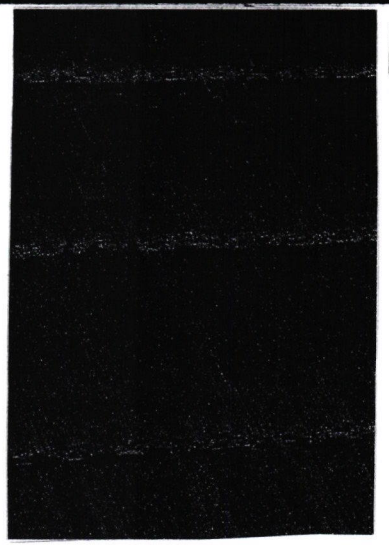

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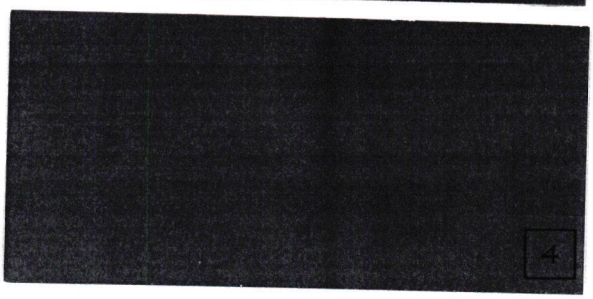

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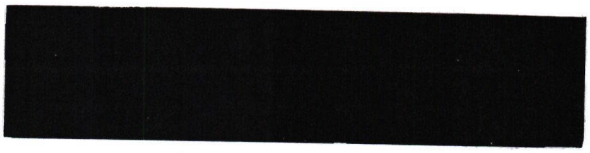

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9

MATERIALS & COLOR SCHEDULE

1	"DUNN-EDWARDS"	SP 5 WEATHERED CORAL
2	"DUNN-EDWARDS"	DE 118 NATURAL CREAM
3	"DUNN-EDWARDS"	SP 129 MEADOWOOD
4	"DUNN-EDWARDS"	174 SEDONA
5	"DUNN-EDWARDS"	DE 3209 GOLD COAST
6	"SUNBRELLA"	FIRERESIST 8637 FOREST GREEN
7	"ELDORADO STONE"	TULAROSA COUNTRY RUBBLE
8	"HANSON"	WES-557 BROOKWOOD
9	STOREFRONT	BRONZE ANODIZED

WALGREEN'S

SUNRISE AND DOUGLAS
RANCHO CORDOVA, CALIFORNIA

A03-105 02.04.05 RAS

Rauschenbach Marvelli Becker architects

2277 Watt Ave.•Second Floor•Sacramento, CA 95825
(916)488-8500 FAX(916)488-8566

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The entitlement approved by this action is for a Conditional Use Permit to allow the use of drive-thru pharmacy lanes within 300 feet of a residential use and Design Review for a Walgreen's store, located at the southwest corner of Sunrise Blvd and Herodian Drive, as described in the Planning Commission staff report and attached Design Review Package, dated March 8, 2005.	On-Going	Planning Department	
2.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	Planning Department	
3.	The Applicant shall hold harmless the City, its Council members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning Department	
4.	Comply with the building occupancy requirements of the Uniform Fire Code and to the satisfaction of the Sacramento Metro Fire Protection District.	On-Going	Sacramento Metropolitan Fire District	
5.	Trash and recycle pick up, along with deliveries of product for sale shall be limited to the hours of 7AM to 7PM daily. Applicant shall be responsible for the arrangements for the waste hauler to comply with this requirement.	On-going	Planning Department	

	Prior to Permit Issuance			
6.	The architectural plans shall be reviewed for substantial compliance to the design package approved by the City.	Prior to Issuance of Building Permit	Planning Department	
7.	Driveway locations shall be reviewed and approved pursuant to the Improvement Standards and to the satisfaction of the Department of Public Works.	Prior to Issuance of Building Permit	Department of Public Works	
8.	On-site circulation shall be to the satisfaction of the Department of Public Works.	Prior to Issuance of Building Permit	Department of Public Works	
9.	All required ADA pedestrian access ramps must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Public Works.	On Improvement Plans	Department of Public Works	
10.	The applicant shall submit complete landscape planting and irrigation plans that are consistent with the requirements of the Water Conservation Ordinance and Zoning Code requirements for landscaping/parking lot shade.	Prior to Issuance of Building Permit	Planning Department	
11.	The applicant shall submit a security and safety plan for the review and approval by the Police Department. The plan shall detail systems (internal and/or external cameras), procedures, and hardware that the applicant intends on installing or implementing to protect patrons, employees and company property. All exterior doors shall have their own light source to the satisfaction of the Police Department. The Police Department shall be consulted prior to the installation of CCTV equipment for external monitoring of the drive thru window area.	Prior to Issuance of Building Permit	Police Department	

Prior to Occupancy of the Building				
12.	Connection to the public sewer system shall be required to the satisfaction of CSD-1. Sacramento County Improvement Standards apply to any on and off-site sewer construction. Design of all public sewers shall be coordinated with and approved by CSD-1.	Prior to Occupancy of the Building.	CSD-1	
13.	Install public street improvements on Sunrise Blvd and Heridon Drive, pursuant to City Improvement Standards.	Prior to Occupancy of the Building.	Department of Public Works	
14.	Installation of the exterior lights shall be prepared to the satisfaction of the Planning Director. The perimeter light standards and fixtures shall be installed so the light source can not be seen from the adjoining residential development and no more than one foot candle illumination shall impact adjoining property. Any wall mounted light fixture light source shall be screened from view by the residential units on the west and south.	Prior to Occupancy of the Building.	Planning Department	
15.	The building shall be constructed in substantial conformance to the approved plans. Final architectural inspection and the surrounding site improvements shall be performed by the Planning Department.	Prior to Occupancy of the Building.	Planning Department	
16.	All perimeter fences and walls shall be reviewed and approved by the Planning Director. A modified fence detail is approved for the western and southern boundary of the site, as shown on the site plan exhibit in the Design Package (Exhibit A).	Prior to Occupancy of the Building.	Planning Department	

The exhibit (s) or attachment (s) for this item is (are) on file in the City Clerk's Office for review by the public.

Attachment 2 - Design Package including color palette, elevations, site plan, landscape plans, and site engineering and photometric plans

Council Members, please find above item(s) attached to your agenda packet.

Agenda Item: 9

There being 5 Ayes, 2 Noes, 0 Abstains and 0 Absentees, the motions are hereby declared to be passed.

D. **Consideration of the Conditional Use Permit and Design Review for WALGREENS – Project No. RC-04-139:**

Request: Applicant is requesting a Conditional Use Permit and Design Review to allow a 14,820 sf freestanding Walgreen's store with double lane pharmacy pick-up window and 72 parking stalls in the Sunridge Specific Plan.
Project Applicant: Taylor Village Sacramento Investments, 1792 Tribute Road, Ste. 270, Sacramento, CA, 95815
Project Location: APN: 067-0030-027, Southwest corner of Sunrise Blvd. and Herodian – Parcel 2 Mather East.

Principal Planner, Bill Campbell recommended the Planning Commission forward a recommendation to the City Council to find the project has been previously assessed in the SRSP EIR and the MND for the Mather East Parcel Map, according to the California Environmental Quality Act (CEQA) Guidelines and forward a recommendation to adopt a resolution approving the Conditional Use Permit for the drive-up pharmacy window and the Design Review for Walgreen's Project No. RC-04-139, subject to the Design Package, Findings, Evidence and Amended Conditions of Approval to remove Condition #12. Chair Smith opened the public hearing and took testimony from Cleon Pantell, project applicant.

The Commissioners had the following concerns and comments:

- Is there a pedestrian connection between Walgreens and the residents? Yes, there are multiple ways into Walgreens.
- What is the size of the building? 14,820 sf.
- Is there a second level? No.
- Will the metal supporting the trellises be rust proof? Yes, it is painted steel.
- Richard Anders, citizen, commented that from his experience, painted steel will rust.
- Chair Smith commented that if a condition could be added to ensure maintenance on the steel to protect if from rust.
- Commissioner Moe is concerned that the trash receptacle be enclosed. The applicant commented that the trash receptacle will be enclosed behind a wall.
- Are there signs on the south side of the building? No.

Action:

Motion 1: Commissioner Wentz moved, seconded by Vice Chair Vance, to recommend the Planning Commission forward a recommendation to the City Council to find the project has been previously assessed in the SRSP EIR and the MND for the Mather East Parcel Map, according to the California Environmental Quality Act (CEQA) Guidelines.

Vote on the Motion:

AYES:	Burke, Konarski, Moe, Savorn, Smith, Vance, Wentz
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

There being 7 Ayes, 0 Noes, 0 Abstains and 0 Absentees, the motions are hereby declared to be passed.

Motion 2: Commissioner Wentz moved, seconded by Vice Chair Vance, to recommend the Planning Commission forward a recommendation to the City Council to adopt a resolution approving the Conditional Use Permit for the drive-up pharmacy window and the Design Review for Walgreen's Project No. RC-04-139, subject to the Design Package, Findings, Evidence and Conditions of Approval.

Vote on the Motion:

AYES:	Burke, Konarski, Moe, Savorn, Smith, Vance, Wentz
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

There being 7 Ayes, 0 Noes, 0 Abstains and 0 Absentees, the motions are hereby declared to be passed.

4. REGULAR CALENDAR

A. **Planning Commission Training** – There was no Planning Commission Training scheduled for this meeting.

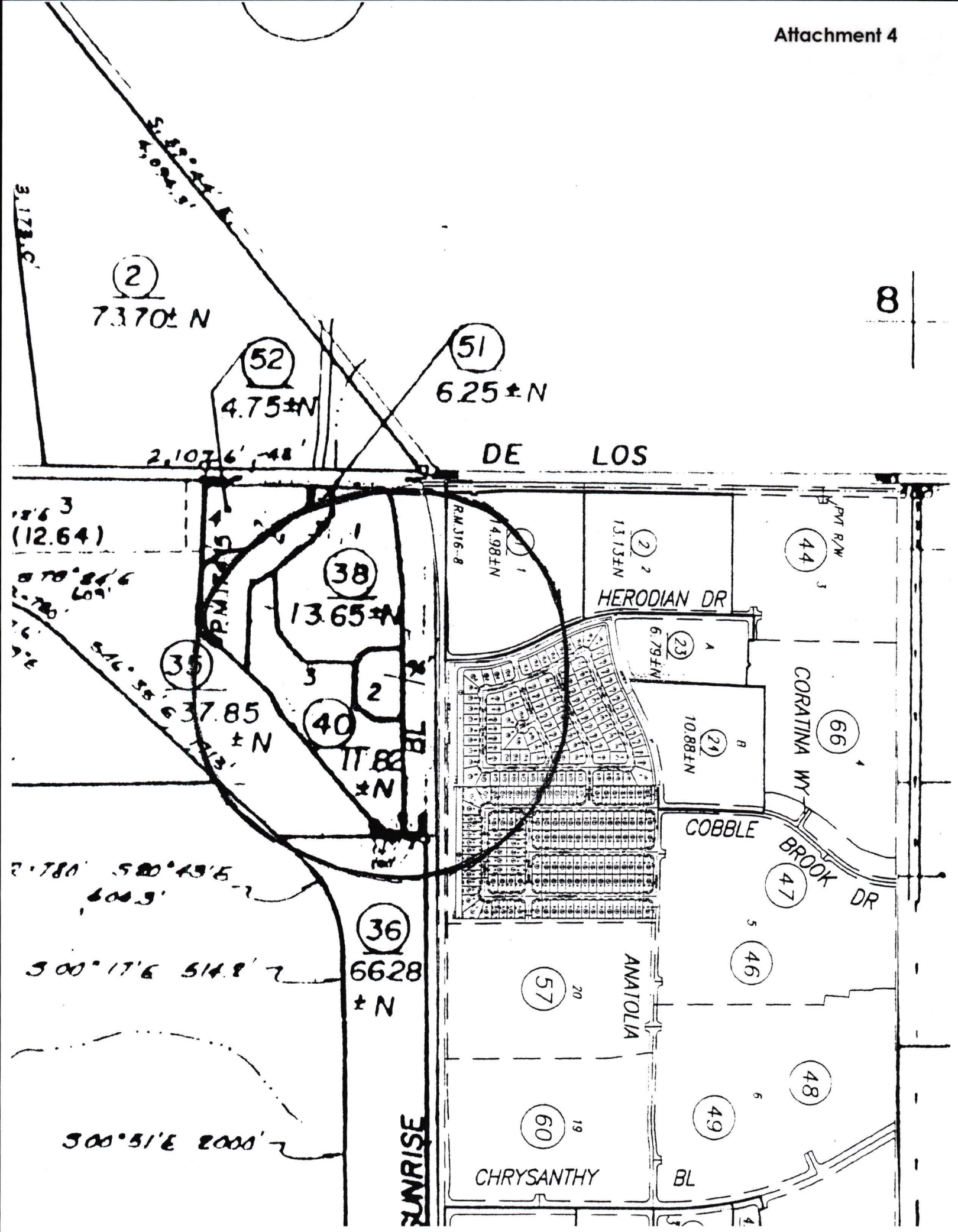
5. ACTION ITEMS – There were no action items scheduled for this meeting.

6. STAFF/COMMISSION COMMENTS

- Planning Director, Paul Junker shared future training dates with the Commission.
- Commissioner Burke is concerned that the conditions of approval coming from the police department are not being well thought out before placing conditions on projects.
- Chair Smith would like to recommend a representative be present at meetings to discuss these police department requests and work out issues prior to review of City Council or Planning Commission.
- Will there be regulations regarding in-fill vs. regular projects in the Design Guidelines? There are no specifications to in-fill projects within the Design Guidelines and will require the Planning Commission to be responsible for weighing the enhancements of the project.

7. FUTURE AGENDA ITEMS

- There were no Future Agenda Items scheduled at this meeting.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S 80°49'6
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S 00°17'6 514.8'
S 00°51'E 2000'
2,107.6'

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Bd Props & Crouse Development
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Roseville Ca 95661

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United States Of America
Douglas Rd
Mather Ca 95655

3. 067-0030-036-0000
United States Of America
Sunrise Bl
Mather Ca 95655

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Bd Props & Crouse Development
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Roseville Ca 95661

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Ten Eight Properties Llc
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Roseville Ca 95661

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Roseville Ca 95661

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Sacramento Ca 95826

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Richmond Va 23226

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Richmond Va 23226

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Staff Report

Date: April 4, 2004

To: Honorable City Council

From: Steven R. Meyers, City Attorney
Thomas McMahon, Chief of Police

Subject: A Resolution in Support of SB 547

RECOMMENDATION

Staff recommends that the City Council (1) receive the staff report; and (2) adopt the resolution in support of SB 547 regarding vehicle impoundment upon arrest for DUI.

DISCUSSION

As a national problem, driving under the influence (DUI) has decreased greatly over the past 20 years. However, over the last five years impaired driving rates have risen both nationally and locally. The state has experienced a 32% increase in persons killed in alcohol-involved collisions since 1998.

The proposed solution is the Sacramento County Breath Alcohol Testing and Vehicle Impoundment Project, a partnership among the two primary trauma centers (Mercy San Juan and UC Davis Medical Center), the California Highway Patrol, Sacramento County Sheriff, City of Sacramento Police Department and the community anti-drug coalition (Project Help) to reduce DUIs and their consequences in Sacramento County.

Legislation is currently being authored at the State Capitol which would revise current law to allow the impounding of DUI drivers' vehicles including first-time offenders. Law enforcement could impound and hold for 30 days the vehicle of any driver who tests above the legal limit. In addition, impaired drivers would receive an alcohol screening/assessment and referrals to treatment centers including patient follow-up. The legislation is co-authored by Senator Cox, Senator Torlakson and Assembly Member Jones. With this new legislation in place, a pilot effort to measure the potential positive impacts on DUI injuries and fatalities could be undertaken.

MOTION

"I move that the City Council (1) receive the staff report and (2) adopt the resolution in support of SB 547 regarding vehicle impoundment upon arrest for DUI."

ATTACHMENTS

Resolution in support of SB 547 regarding vehicle impoundment upon arrest for DUI.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 45-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA IN SUPPORT OF SB 547 REGARDING VEHICLE IMPOUNDMENT UPON ARREST FOR DUI

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RANCHO CORDOVA that:

WHEREAS, there is overwhelming data which shows that driving while impaired by alcohol and/or other drugs is a national problem; both the national and local rates of impaired driving have risen over the last five years; and emergency rooms in Sacramento County continue to witness the adverse consequences of impaired driving – victims and perpetrators; and

WHEREAS, Dr. Leon Owens, MD, Head of Mercy San Juan Trauma Center is spearheading a collaborative effort to support a pilot project in Sacramento County designed to reduce the number of impaired drivers in Sacramento County; and

WHEREAS, the proposed pilot project (Community Impaired Driver Project) is a partnership among the two primary trauma centers located in Sacramento (Mercy San Juan and UC Davis Medical Center), law enforcement (California Highway Patrol, County Sheriff and City Police Departments), the community anti-drug coalition (Project Help), and elected and community leaders; and

WHRERAS, the objective of the pilot project is to saturate the community with DUI interventions, impact drivers through immediate consequences for driving while intoxicated, and to also launch a public relations campaign to inform the public of the increased enforcement efforts and consequences of driving under the influence; and

WHEREAS, the City supports legislation which would change existing law to allow for impounding the vehicles of drivers under the influence; and

WHEREAS, the proposed Senate Bill 547 regarding vehicle impoundment upon arrest is being considered by the Senate Public Safety Committee on April 13, 2005; and

WHEREAS, if enacted by the Legislature, the bill would authorize the Pilot Program in Sacramento County which would permit law enforcement officers to direct the tow and impoundment (for up to 30 days) of vehicles driven by persons under the influence; and

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

2. The City Council hereby expresses its support for SB 547 Vehicles: Driving-Under-the-Influence and the concept of a DUI Driver Vehicle Impoundment Pilot Program pending passage of the enabling legislation.

On a motion by Councilperson _____, seconded by Councilperson_____, the foregoing resolution was passed and adopted by the City Council of the City of Rancho Cordova, this 4th day of April, 2005, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Memorandum

Agenda date: April 4, 2005

TO: Honorable City Council

FROM: Cyrus Abhar, Public Works Director

SUBJECT: Presentation of Design Concept for Mather Field Road/Hwy 50 Interchange Landscape Project

BACKGROUND:

On August 24, 2000 the County Department of Transportation secured State Transportation Improvement Program (STIP) funding for the Mather Field Road at U.S. Highway 50 Interchange Landscaping Project. The funding was allocated for the design and the construction of the project. Since this project now falls within the City of Rancho Cordova's jurisdictional boundaries, the City will administer the project and because the funding for the design had already been allocated to the County, a contract with the County was necessary for payment to the City and is currently in place.

The City is currently in the process of applying for a STIP amendment which will allow the lead agency for the construction portion of the project to be transferred from the County to the City. This process will be finalized on May 26, 2005

On December 20, 2004 the City Council approved the selection of Callander Associates to perform design services for the landscaping at Mather Field Road @ U.S. 50 Interchange.

STATUS REPORT:

In order to receive funding, construction of the project must be complete by June 30, 2006. To achieve this accelerated schedule, the conceptual plan design must be finalized by June 30, 2005. Once the conceptual plan has been finalized, Callander Associates will prepare the construction bid documents. For construction to be on schedule, the final bid documents must be available for advertisement by mid October 2005.

AGENDA ITEM # 11

RECOMMENDATION:

The preliminary conceptual design for the landscape of the Mather Field Road @ U.S. 50 Interchange has been completed by Callander Associates. Staff wishes to present this conceptual design to the Council. Staff seeks the Council's direction to proceed with the final conceptual plan design and preparation of the construction documents.

The Staff Report for Item No. 12 – Resolution Approving Form of Purchase Sale Contract Between the Kilgore Business Park and the City of Rancho Cordova will be available at the Council Meeting

AGENDA ITEM # 12

Memorandum

Date: April 4, 2005

To: Mayor and Council Members

From: William J. Thomas, Finance Director

Subject: **PURCHASE OF KILGORE BUSINESS PARK – AGENDA ITEM # 12**
A Resolution approving form of purchase contract between the Kilgore Business Park, et. al, and the City of Rancho Cordova for the purchase of the Kilgore Property (2897 Kilgore Road)

RECOMMENDATION

Adopt Resolution No. 47-2005 which authorizes the City Manager to proceed with execution of the Agreements to purchase the Kilgore Business Park property and accept the gift of certain property in the Kilgore Business Park for use in City related activities.

BACKGROUND

The resolution authorizes the City Manager to execute a Purchase and Sale Agreement ("Agreement") of the subject property and a Real Estate Gift Agreement ("Gift") between the City and Kilgore Business Park. The Kilgore Business Park is a partnership of several individuals. The proposed purchase price is $6,000,000 ($6 million).

Negotiations between the partnership and the City have been ongoing since last summer. Since that time, various deal points have been agreed upon between the parties which has resulted in two agreements (attached) that are considered to be in "final" form. The purchase and gift agreements will provide the City with a total of 18.91 acres that consist of the following:

- 10.63 acres of vacant land that is being purchased by the City of Rancho Cordova
- 6.31 acres of vacant land that is being gifted to the City of Rancho Cordova which includes a parcel of 2.98 acres that is referred to as the "Kilgore Cemetery"
- A two-story, 30,000 square foot office building that is situated on 1.97 acres of land.

It is anticipated that the agreement will be ready for signatures prior to the next Council meeting. In order to keep this project on track as well as secure financing in a coordinated manner you are being asked to authorize the City Manager to execute the agreement in its final form.

Staff was initially approached by a Tony Geremia regarding the acquisition of the cemetery. The discussions then led to the potential acquisition of the partnership's interest in the entire parcel that includes the cemetery. Discussions have been taking place

between the partnership members, attorneys for both the City and the partnership as well as City staff.

Potential uses for the City include the location of the Police administration and operations, the location of a museum in coordination with the cemetery, use of the vacant land as well as the office building for a future corporation yard/public works facility, and also could be used as a resource for the Redevelopment Agency. At this time, the City intends to utilize the entire asset for future city purposes.

FISCAL IMPACT

The City intends to purchase this asset with a combination of City funds and bond proceeds (Certificates of Participation). As you may recall, the City has received a Standard & Poors (S&P) rating of BBB for the certificates. This has had the effect of lowering the interest rate by at least 1% (100 basis points) which will result in a savings of approximately $1.5 million over the life of the bonds. The bond financing is being arranged to provide the maximum amount of flexibility for the City. This may involve the issuance of a combination of tax exempt and taxable bonds. The City intends to utilize $1 million of current cash and receive an additional $5.3 million in bond proceeds for a total of $6.3 million in funds. The debt service will be paid by a combination of funds from development impact fees (museum and corporation yard) and tenant rents.

PURCHASE AND SALE AGREEMENT

by and between

Kilgore Business Park, a California general partnership,

SELLER

and

City of Rancho Cordova, a municipal corporation,

BUYER

Dated: April ___, 2005

LIST OF EXHIBITS

A Legal Description of Land

B Grant Deed

C Assignment and Assumption of Leases

C-1 List of Leases

D Assignment and Assumption of Contracts

D-1 List of Contracts

E Separate Statement of Documentary Transfer Tax

F Bill of Sale

F-1 Personal Property

G Form of Tenant Estoppel Certificate

H Form of Notice to Tenants

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into effective as of April ____, 2005 (the date that this Agreement has been executed by the duly authorized representatives of both Seller and Buyer, and hereafter the "**Effective Date**") by and between the CITY OF RANCHO CORDOVA, a municipal corporation (the "**Buyer**") and KILGORE BUSINESS PARK (**"Seller"**), a California general partnership consisting of Willard E. Overholtzer, an individual, Richard G. Stewart, an individual, and Geremia Bros., a California general partnership consisting of Anthony Geremia, an individual, Frank Geremia, Jr., an individual, and Mike Geremia, an individual.

ARTICLE 1
PROPERTY

1.1 Sale of Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain real property in the City of Rancho Cordova, Sacramento County, California, located generally on Kilgore Road, identified as Sacramento County Assessor's Parcel Numbers 072-0260-036, 072-0260-038, 072-0260-039 and 072-0260-040 and 072-0260-41, and more particularly described on **Exhibit A** attached hereto (the **"Land"**), together with all improvements and appurtenances thereon and all easements and rights appurtenant thereto (the **"Improvements"**), all of Seller's right, title and interest in and to all tangible personal property located on the Land or within the Improvements and used exclusively in connection with the operation of the Property and the Improvements and more particularly described in **Exhibit F-1** attached hereto (the **"Personal Property"**), all of Seller's right title and interest in and to all leases of the Land or the Improvements identified in **Exhibit C-1** (the "**Leases**"), and all of Seller's right, title and interest in and to all assignable contracts, agreements, warranties and guaranties ("**Contracts**") described on **Exhibit D-1** attached hereto. The Land, the Improvements, the Personal Property, the Leases and the Contracts are hereinafter collectively referred to as the **"Property."**

ARTICLE 2
PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property shall be Six Million Dollars ($6,000,000) (the "**Purchase Price**").

2.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

2.2.1 Deposit. Not later than two (2) business days after the Effective Date Buyer shall deliver to Escrow Holder (defined in Section 7.1), for deposit into escrow, the sum of One Hundred Thousand Dollars ($100,000) as a deposit toward the Purchase Price (the "**Deposit**"). The Deposit shall be paid by cashier's or certified check drawn upon a California financial institution ("**Major Bank Check**"), or by cash deposit or a wire transfer of U. S. funds for immediate credit. The Deposit and interest accrued thereon shall be applied towards the Purchase Price at Closing and shall become nonrefundable upon expiration of the Feasibility Review Period if this Agreement is not sooner terminated; with the exception that the Deposit and interest accrued thereon while in Escrow shall be refundable to Buyer if (i) the Closing fails to occur due to Seller's default under this Agreement, or (ii) this Agreement expressly provides

that the Deposit and interest thereon shall be returned to Buyer. If upon termination of this Agreement, Buyer is entitled to retain the Deposit, then Seller shall within one (1) business day thereafter instruct Escrow Holder to immediately release the Deposit and interest accrued thereon then in Escrow to Buyer, which obligation shall survive the termination of this Agreement, and the parties shall have no further obligations hereunder except for those obligations which are expressly stated to be intended to survive the Close of Escrow and the termination of this Agreement (the "**Surviving Obligations**"). If upon termination of this Agreement Seller is entitled to retain the Deposit and interest accrued thereon pursuant to the terms of this Agreement, then Buyer shall within one (1) business day thereafter instruct Escrow Holder to immediately release the Deposit, and all interest accrued thereon, to Seller (which obligation shall survive the termination), and the parties shall have no further obligations hereunder except for the Surviving Obligations.

2.2.2 Balance. Buyer shall deliver to Escrow, in sufficient time for the Close of Escrow (defined in Section 7.2.1) to occur on the Closing Date (defined in Section 7.2.1) a sum equal to the Purchase Price, together with Buyer's share of prorations and costs of Escrow as provided in Sections 7.6 through 7.8, less the Deposit and any interest accrued thereon, such sum to be paid by cash deposit, Major Bank Check or confirmed wire transfer of U. S. funds for immediate credit.

2.3 Investment of Deposit. Buyer shall instruct Escrow Holder to invest the Deposit, in an interest-bearing money market or a savings account with a national banking association or federally chartered savings and loan association acceptable to Seller, which approval shall not be unreasonably withheld. Interest earned on the Deposit shall accrue to the benefit of Buyer except that in the event of a default by Buyer under this Agreement resulting in the termination of this Agreement, all interest on the Deposit shall accrue to the benefit of Seller. In no event shall Buyer be entitled to interest on Deposit released to Seller after such release.

2.4 Deposit as Liquidated Damages. IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED BECAUSE OF BUYER'S DEFAULT, PROVIDED THAT SELLER IS NOT IN MATERIAL DEFAULT HEREUNDER, SELLER SHALL INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, SELLER AND BUYER SHALL THEREUPON BE RELEASED FROM THEIR OBLIGATIONS HEREUNDER EXCEPT FOR THE SURVIVING OBLIGATIONS, AND AS LIQUIDATED DAMAGES THE DEPOSIT AND ALL INTEREST EARNED THEREON SHALL BE PAID TO AND RETAINED BY SELLER, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT. IN SUCH EVENT, BUYER SHALL DELIVER TO SELLER ALL OF THE MATERIALS REQUIRED TO BE DELIVERED TO SELLER PURSUANT TO SECTION 11.21 HEREOF, AND BUYER SHALL PAY ALL TITLE, SURVEY AND ESCROW CANCELLATION CHARGES, WHICH OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR SIGNATURES OR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT (PLUS ANY ACCRUED INTEREST), THE ACTUAL TITLE, SURVEY AND ESCROW CANCELLATION CHARGES (DEFINED IN SECTION 5.1(c)), AND BUYER'S DELIVERY OF THE MATERIALS DESCRIBED IN SECTION 11.21 HEREOF HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS REASONABLE LIQUIDATED DAMAGES PURSUANT TO THE TERMS HEREOF,

CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677 AND ANY OTHER APPLICABLE LAW, AND SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A DEFAULT ON THE PART OF BUYER (EXCEPT AS SET FORTH IN THIS SECTION 2.4). THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A DEFAULT BY BUYER, THE OBLIGATIONS OF AND INDEMNITY BY BUYER PURSUANT TO SECTION 3.2(e) HEREOF AND THE PROVISIONS OF SECTIONS 8.3 AND 11.21 SHALL NOT BE LIMITED, IMPAIRED OR OTHERWISE AFFECTED BY ANY TERMINATION OF THIS AGREEMENT OR ANY LIQUIDATED DAMAGES RECEIVED BY SELLER PURSUANT TO THIS PARAGRAPH AS A RESULT OF BUYER'S DEFAULT. AS TO SUCH OBLIGATIONS, SELLER SHALL RETAIN THE RIGHT TO SEEK AND OBTAIN ANY AND ALL ADDITIONAL REMEDIES AVAILABLE AT LAW AND IN EQUITY AND SHALL NOT BE LIMITED OR AFFECTED BY THE LIQUIDATED DAMAGES RETAINED BY SELLER PURSUANT TO THIS SECTION 2.4.

SELLER: BUYER:

_____ _____ _____

2.5 Seller Default. If the sale of the Property is not consummated because of Seller's default under this Agreement, Buyer's sole remedy shall be either (a) to terminate this Agreement and recover the Deposit and interest accrued thereon then in Escrow or previously released to Seller from Escrow, or (b) to specifically enforce Seller's obligations to convey the Property. If Buyer elects to terminate in accordance with clause (a) above, Escrow Holder shall be instructed by Seller and Buyer to cancel the Escrow, this Agreement shall terminate, Buyer and Seller shall thereupon be released from their respective obligations herein except the Surviving Obligations, and the Deposit and all interest earned from the investment thereof while in Escrow shall be promptly returned to Buyer unless previously disbursed to Seller in accordance with this Agreement in which case Seller shall be obligated to refund to Buyer the Deposit and all interest earned thereon. Upon a default by Seller hereunder, Seller shall pay all title, survey and Escrow Cancellation Charges (defined in Section 5.1(c)). Without limiting the foregoing, Buyer and Seller each acknowledge and agree that notwithstanding any contrary provision contained herein, neither party shall have liability for any consequential damages sustained by either party as a result of termination of this Agreement (including without limitation loss of rents and profits).

ARTICLE 3
"AS IS" SALE; INSPECTION

3.1 "As Is" Sale.

3.1.1 "AS IS".

Buyer acknowledges and agrees that prior to the end of the Feasibility Review Period (defined in Section 5.2), Buyer and its representatives will have been afforded sufficient opportunity to make and complete such review of the Property Materials (defined in Section 3.3) and other documents provided by Seller, and to make and complete such inspections of the Property, and matters related thereto as Buyer and its representatives desire, including, without limitation, governmental laws and regulations to which the Property is subject, and Buyer shall accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Buyer acknowledges and agrees that subject to the representations and warranties made by Seller in Section 8.1 the Property is to be sold and conveyed to and accepted by Buyer in an "AS IS" condition with all faults, and is currently and has been leased or otherwise used from time to time for various industrial/commercial purposes, and is and has been in the past subject to a number of environmental concerns. Buyer further acknowledges that prior to the end of the Feasibility Review Period it will have reviewed and be knowledgeable of the matters described in the Property Materials and any other materials made available to Buyer for Buyer's review, and that Buyer will acquire the Property subject to all matters described in the Property Materials and other materials. Seller makes no representation or warranty as to the accuracy or completeness of the Property Materials or other materials made available for review to Buyer by Seller, except as specifically provided in Section 8.1. Buyer acknowledges that the Property Materials may not constitute all of the documents which pertain to the Property, and Buyer acknowledges that some or all of the Property Materials have been obtained by Seller from previous owners or users of the Property or other sources, and Seller makes no representation or warranty as to the reputation or reliability of the persons or entities preparing the Property Materials. Buyer further acknowledges that, notwithstanding that Seller has made the Property Materials available for Buyer's review, Buyer will make its own investigation of the Property and will rely, in part, on its own investigation in determining the suitability of the Property for its use. Without limiting the foregoing, subject to Section 5.1, Buyer shall be responsible for obtaining from the Escrow Holder any and all documents relating to the title of the Property, and for obtaining from the applicable governmental entity, zoning, land use or other approvals relating to the Property, if it desires such information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property except as specifically provided in Section 8.1 of this Agreement; in particular, but without limitation, except as otherwise provided in this Agreement, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, Environmental Laws, other laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, hazardous materials, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, **"Condition of the Property")** except as specifically provided in Section 8.1. Buyer acknowledges that it is entering into this Agreement on the basis of the representations and warranties made by Seller in Section 8.1 and Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Buyer assumes the risk that adverse physical characteristics of the Improvements may not have been revealed by its investigations. Buyer acknowledges that Buyer's inspection of the Property and review of materials provided by Seller may not reveal all adverse conditions relating to the physical and environmental condition of the Property.

3.1.2 Release. From and after Closing, Buyer, for itself and its affiliates, hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, managers, partners and agents, of and from any and all claims, damages, liens, suits, causes of action, legal or administrative proceedings, fines, penalties, judgments, demands, obligations, costs, liabilities and losses (including mechanics' liens) and expenses (including, without limitation, reasonable attorneys' fees) (collectively "Claims and Liabilities"), which Buyer or any of the other releasing parties now have or which Buyer or any of the other releasing parties may have in the future on account of or in any way arising out of or in connection with the Condition of the Property, including, without limitation, the known or unknown physical or environmental condition of the Property (including, without limitation, any contamination in, on, under or adjacent to the Property by any solid hazardous or toxic substance, material or waste), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, any and all Environmental Laws including the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act; with the exceptions that the foregoing release shall not apply, (i) during the twelve (12) month period following the Closing, to Seller's breach of Seller's representations and warranties set forth in Section 8.1 below of which Buyer was not aware at the Close of Escrow, or (ii) to any Claims and Liabilities arising from the fraud of Seller or the other released parties. Buyer, for itself and its affiliates, fully understands and expressly waives the benefits of Section 1542 of the California Civil Code, with respect to the matters described in this Section 3.1.2; Section 1542 of the California Civil Code provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

3.1.3 Survival. The provisions of this Section 3.1 shall survive the Closing.

3.1.4 Environmental Insurance. It shall be a condition to Closing for both Buyer and Seller that Buyer shall have obtained from an insurance carrier admitted to issue such policies in California and reasonably acceptable to both parties, a Pollution Legal Liability or similar insurance policy (**"Environmental Insurance Policy"**), naming both Buyer and Seller as insured parties, in the amount of $10,000,000, with a term of at least 10 years and with premiums, coverage and terms reasonably acceptable to Buyer and Seller and which shall include without limitation, coverage for expenses incurred for or in connection with the investigation, monitoring, removal, disposal, or remediation of Hazardous Materials to the extent required by the environmental regulatory agencies with appropriate jurisdiction. Buyer and Seller shall each pay one-half of the cost of premiums for such Environmental Insurance Policy for the full ten-year term thereof, and shall deposit such share of the cost of premiums into escrow prior to the Closing Date. If Buyer is unable to obtain a binder for an Environmental Insurance Policy reasonably acceptable to Buyer and Seller within 30 days following the Effective Date, either party may terminate this Agreement upon written notice delivered to the other party on or prior to such date. In such event, the Deposit together with interest accrued thereon shall be returned to Buyer, Seller and Buyer shall each pay one-half of Escrow

Cancellation Charges, and neither party shall have further obligations hereunder except for the Surviving Obligations. Buyer and Seller each hereby agree that an Environmental Insurance Policy premium in the amount of $150,000 or less shall be deemed reasonable.

3.1.5 Hazardous Materials. The term "**Hazardous Materials**" when used in this Agreement shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Property, including, without limitation, any and all Environmental Laws including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395.15), and the Hazardous Waste Control Law (Health and Safety Code sections 25100-25250.25) and any related or successor statute. "Hazardous materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum and petroleum fractions, whether or note defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule or regulation.

3.1.6 Environmental Laws. The term "**Environmental Laws**" when used in this Agreement shall mean all present and future federal, state or local laws, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to the environment or to any Hazardous Substance, including without limitation the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act ("CERCLA"), the Toxic Substances Control Act, the Safe Drinking Water Act, the Federal Water Pollution Control Act (the "Clean Water Act"), the Clean Air Act, the Emergency Planning and Community Right-to-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Noise Control Act, the Radon Indoor Air Quality Research Act, and the National Environmental Policy Act (Environmental Impact Statement), and any similar comparable California statutes and regulations including but not limited to the Underground Storage of Hazardous Substances Act, California Health and Safety Code § 25280 et seq., Hazardous Substance Account Act, California Health and Safety Code § 25300, et seq., the Hazardous Waste Control Law, California Health and Safety Code § 25100, et seq., the Medical Waste Management Act, California Health and Safety Code § 25015, et seq., the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code § 24249.5 et seq., and the Porter-Cologne Water Quality Act, California Water Code § 13000, et seq., in each case, as amended, with implementing rules and regulations, and the Occupational Safety and Health Act of 1970, as amended, and any related or successor laws.

3.2 Inspections. Subject to this Section below, until the earlier to occur of the expiration of the Feasibility Review Period or termination of this Agreement, Buyer and Buyer's Representatives shall have the right to enter upon the Property to inspect the Property and to conduct tests and investigations at Buyer's sole cost and expense. All activities of Buyer and Buyer's agents, employees, consultants, contractors and representatives (collectively "**Buyer's Representatives**") shall be done in a manner that does not interfere with or disturb the rights of any tenants or other occupants of the Property. Buyer shall deliver to Seller, without charge therefor, the results and copies of any and all nonproprietary surveys, reports, tests, studies or assessments made by or for Buyer no later than five (5) days following Buyer's receipt of the same. Buyer shall give Seller at least two (2) business days prior notice of Seller's desire to enter

the Property. If this Agreement terminates for any reason without Close of Escrow having occurred, then Buyer shall promptly return to Seller all materials delivered by Seller to Buyer and deliver to Seller copies of all non-proprietary studies, tests and reports relating to the physical condition of the Property prepared by third party consultants for Buyer to the extent not previously delivered to Seller. The immediately preceding sentence shall survive the termination of this Agreement. All entry onto and inspections of the Property shall be subject to the following:

(a) The persons or entities performing work for the Buyer shall have obtained all required licenses and permits for performing relevant tests on the Property prior to performing any tests on the Property. Prior to entry onto the Property to perform any tests or other due diligence investigations pursuant to this Agreement, Buyer shall submit to Seller a description of the work to be performed for Seller's approval, such approval not to be unreasonably withheld, conditioned or delayed. The description of work shall include at a minimum, as it relates to physical testing, the location of any proposed borings or sampling, the sampling and analytical methods to be used, the chemical parameters and other conditions to be tested, the health and safety plan to be followed, and the measures to be taken to restore the affected areas to pre-existing conditions following completion of the investigation. Buyer shall, at its sole cost and expense, obtain any and all permits and approvals required from applicable governmental agencies prior to commencing any soil and/or groundwater sampling that is part of Buyer's environmental investigation. Seller shall have the right, at Seller's expense to take split samples or verification samples from any soil or groundwater sampling conducted by Buyer in the course of its environmental investigations. If any reports, studies, tests, documents or information applicable to the environmental condition of the Property arising out of an environmental investigation are required to be disclosed to a federal, state or local agency or governmental body, then Buyer agrees that prior to the Close of Escrow, Seller shall be the party to furnish such documentation to the applicable governmental agency having jurisdiction over the Property and neither Buyer nor its agents, employees or environmental consultants shall furnish such information to the applicable governmental agencies prior to Close of Escrow unless required to do so by law, regulation or court order. If Buyer is required by law, regulation or court order to furnish such information or any other information to governmental agencies or third parties, then to the extent Buyer can, without violating any legal or regulatory requirement or court order, Buyer shall provide prior notice of its intention to furnish such information, Buyer shall provide reasonable prior notice of same to Seller and afford Seller the opportunity to make comments, pose questions and offer recommendations in connection with the information and proposed communications. If there is a demand for such information generated by an environmental investigation by a governmental agency or by legal process issued by a court of competent jurisdiction, Buyer shall promptly provide notice of such demand to Seller and afford Seller an opportunity to provide any objections or defenses to such demand. Seller shall also be afforded a reasonable opportunity to participate in all meetings and other communications with any governmental agencies which relate to Hazardous Materials.

(b) Prior to entry onto the Property to perform any tests or other due diligence investigations pursuant to this Agreement, each of Buyer's third party consultants and contractors shall have obtained a policy or policies of commercial general liability insurance providing for a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and aggregate, covering liability to property or persons for such consultant's or contractor's activities on or about the Property, and naming Seller as an additional insured.

Proof of the required insurance, reasonably acceptable to Seller, shall be delivered to Seller prior to any entry onto the Property by Buyer or Buyer's Representatives.

(c) Seller shall have the right, at Seller's sole cost and expense, to have one (1) or more representatives of Seller accompany Buyer and Buyer's Representatives while they are on the Property pursuant to this Agreement.

(d) If the Property is damaged in connection with any of Buyer's activities pursuant to this Agreement, Buyer, at Buyer's sole cost and expense, shall immediately repair such damage and restore the Property to its condition existing immediately prior to such activities. Until restoration is complete, Buyer shall take all steps necessary to ensure that any conditions on the Property created by Buyer's activities do not create any dangerous or unhealthy conditions on the Property. All such restoration activities shall be done in a manner that does not interfere with or disturb the rights of any tenants or other occupants of the Property. The obligations described in this Section 3.2(d) shall survive the termination of this Agreement.

(e) Buyer shall indemnify, defend (with counsel reasonably acceptable to Seller) and hold harmless Seller for, from and against any and all Claims and Liabilities to the extent arising out of any entry or activities on the Property by Buyer or Buyer's Representatives, but specifically excluding Claims and Liabilities relating to the results of Buyer's inspections or investigations or the acts of Seller or Seller's agents, employees, consultants, contractors or representatives. The indemnity, defense and hold harmless obligations contained in this Section 3.2(e) shall survive Close of Escrow or sooner termination of this Agreement.

3.3 Property Materials. No later than five (5) business days following the Effective Date and continuing throughout the Feasibility Review Period, Seller shall make available to Buyer for Buyer's review the following documents relating to the Property to the extent currently in Seller's possession or control (such documents being collectively, the "**Property Materials**"): (i) all soils, groundwater and environmental reports and engineers' and consultants' plans, reports and studies relating to the physical condition of the Property; (ii) any final and as-built plans and specifications; (iii) any permits, licenses or other governmental approvals relating to the Property, (iv) any notices of violation of laws, if any, from any governmental or quasi-governmental entities related to the Property, (v) other correspondence and notices from any governmental entities related to the Property, (vi) the Leases; (vii) the Contracts (defined in Section 4.5), and (viii) all other material information relating to the condition of the Property and its management and operation, including without limitation, repair and maintenance records, tax information, rent roll, utility and service statements.

The Property Materials shall be available for review by appointment during normal business hours on business days at 1327 65th Street, Sacramento, California. Buyer shall have the right to remove the Property Materials from such location for purposes of making copies thereof at Buyer's cost, which copies Buyer may take and use off site. Buyer understands, acknowledges and agrees that Seller does not make any representation or warranty (and specifically disclaims any express or implied warranty) as to the accuracy or completeness of the Property Materials or any other materials provided to Buyer or as to the ability of Buyer or any other party to rely thereupon, except as expressly provided in this Agreement. Seller shall not have any liability to Buyer or any of its property managers, officers, employees, agents, affiliates and representatives in any manner arising from the use of or reliance on the Property Materials

by Buyer or its property managers, officers, employees, agents, affiliates and/or representatives; provided, however, the foregoing exculpation shall not apply to the breach of any representations and warranties made by Seller in Article 8, and shall further not apply to any liability arising from any fraud on the part of Seller or Seller's agents or employees. Buyer further acknowledges and agrees that it shall be solely Buyer's responsibility to conduct investigations of the Property to determine the presence or existence of any hazardous materials, toxic substances and similar contaminants and pollutants and to otherwise determine the physical condition and other aspects of the Property.

ARTICLE 4
TITLE TO PROPERTY; LEASES; CONTRACTS

4.1 Title Policy. Prior to the expiration of the Feasibility Review Period (defined in Section 5.2), Buyer shall have completed its review of all title matters affecting the Property to the extent desired by Buyer and shall obtain whatever assurances and/or commitments it desires from First American Title Insurance Company (the "**Title Company**") or such other title company reasonably acceptable to Buyer and Seller, as to title matters and the title insurance policy which Buyer desires Title Company to issue to Buyer at the Closing ("**Title Policy**"). At Closing Seller shall convey to Buyer fee simple title to the Property by grant deed substantially in the form attached hereto as **Exhibit B** (the **"Grant Deed"**), subject only to the following (collectively "**Permitted Exceptions**"):

a. A lien to secure payment of real property taxes and assessments not yet due and payable;

b. Matters affecting the condition of title created or permitted to be created by or with the written consent of Buyer;

c. Standard exceptions in an owner's CLTA title insurance policy (or if Buyer elects to obtain an ALTA title insurance policy then standard exceptions in an owner's ALTA title insurance policy);

d. The Leases;

e. Any other exception existing as of the Closing which has been approved by Buyer in writing or which has been deemed approved pursuant to this Agreement.

4.2 ALTA Coverage. Buyer, at its option and at its sole cost and expense, shall have the right to obtain ALTA extended title insurance coverage in lieu of standard CLTA coverage, provided, however, that the failure to obtain such extended coverage shall not be a condition to nor delay the Close of Escrow beyond the Closing Date set forth in Section 7.2.1 below. If Buyer elects to obtain an ALTA survey, it shall be at Buyer's sole cost and expense.

4.3 Seller's Agreement Not To Encumber. Subject to Section 4.4 below, Seller agrees during the term of this Agreement not to create or permit any third party to create any title exceptions or otherwise encumber the Property without Buyer's consent, which consent shall not be unreasonably withheld. Failure of the Title Company to issue the Title Policy at Closing shall not be a default by Seller (except to the extent that the Title Company is prevented from issuing the required Title Policy due to Seller's breach of its obligations pursuant to this paragraph

above); provided, however, that issuance of the Title Policy shall be a condition to Buyer's obligation to purchase the Property, and if such condition is not satisfied at Closing then Buyer may terminate this Agreement, and the Deposit and all interest thereon shall be returned to Buyer.

4.4 Leases. The Property is subject to the Leases. To the extent the Leases have not expired or been terminated as of the Closing Date or the tenants under the Leases have not vacated the Property as of the Closing Date, Buyer shall acquire the Property subject to such Leases, and such Leases shall be assigned to and assumed by Buyer at the Closing pursuant to an Assignment and Assumption of Leases substantially in the form attached hereto as **Exhibit C**. At any time prior to the Closing, Seller shall have the right to modify any of the Leases or enter into new leases for the Property (in which case such new leases shall constitute part of the "Leases" as defined in this Agreement) only with Buyer's prior written consent which shall not be unreasonably withheld. Seller shall deliver to Buyer no later than three (3) business days following the Effective Date a copy of all Leases affecting the Property or any part thereof.

4.5 Contracts. All service and supply contracts and equipment warranties affecting the Property or any part thereof which will remain in effect following the Close of Escrow (collectively "**Contracts**") are identified on **Exhibit D-1** attached hereto. Seller shall not enter into any new service or supply contracts for the Property which cannot be terminated without cost on thirty (30) days' notice and which would survive the Closing, nor amend any of the Contracts, without Buyer's written consent, such consent not to be unreasonably withheld. Any new service or supply contact approved by Buyer shall constitute a part of the "Contracts" as defined in this Agreement. To the extent the Contracts have not expired or been terminated as of the Closing Date, subject to Buyer's consent, such Contracts shall be assigned to and assumed by Buyer at the Closing pursuant to an Assignment and Assumption of Contracts substantially in the form attached hereto as **Exhibit D**. Seller shall deliver to Buyer no later than three (3) business days following the Effective Date a copy of all Contracts affecting the Property or any part thereof.

ARTICLE 5
BUYER'S CONDITIONS TO CLOSING

The following are conditions precedent to Buyer's obligation to purchase the Property, which conditions precedent are solely for the benefit of Buyer and subject to unilateral waiver by Buyer. Failure of any of the following conditions shall entitle Buyer to terminate this Agreement and to a return of the Deposit and all interest earned thereon.

5.1 Approval of Title.

(a) Within five (5) business days following the Effective Date, or as soon thereafter as Title Company can practicably provide such documents, Buyer shall obtain a preliminary title report prepared by Title Company and any documents listed therein as exceptions. If Buyer desires an ALTA survey, it shall also obtain one during the Feasibility Review Period at its sole cost. Not later than 5:00 p.m. California time on the tenth (10th) business day following the Effective Date ("**Buyer's Title Review Period**") Buyer shall deliver written notice to Seller ("**Buyer's Title Notice**") of all title matters affecting the Property disapproved by Buyer in Buyer's sole and absolute discretion ("**Disapproved Items**"). Buyer's failure to deliver Buyer's Title Notice before expiration of Buyer's Title Review Period shall be

deemed to be Buyer's approval of all existing title matters. Notwithstanding anything to the contrary contained herein, if Title Company has not delivered an updated Preliminary Title Report for the Property, together with underlying documents for all exceptions listed therein prior to 5:00 p.m. P.S.T. on the fifth (5th) business day following the Effective Date, Buyer's Title Review Period shall be extended by one business day for each day of such delay. If Buyer timely notifies Seller of Disapproved Items, Seller shall advise Buyer, within five (5) business days thereafter, whether Seller will attempt to remove any Disapproved Items prior to the Closing Date. If Seller fails to notify Buyer of Seller's election within the time period described in the prior sentence, Seller shall be deemed to have elected not to attempt to remove any Disapproved Exceptions. If Seller fails to elect to attempt to remove any Disapproved Items, Buyer shall have the option of either (i) waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow, or (ii) terminating this Agreement. If Buyer fails to notify Seller of its election within 10 business days after Buyer's receipt of a notice from Seller that Seller will not attempt to remove the Disapproved Items, Buyer shall be deemed to have elected to terminate this Agreement. If Seller timely advises Buyer that it will attempt to remove any Disapproved Items prior to the Closing Date, but some or all of such Disapproved Items are not cured or deleted as exceptions to title on or before the Closing Date, Buyer shall have the option of either (i) waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow, or (ii) terminating this Agreement. Buyer's failure to instruct Escrow Holder to proceed with the Closing shall be deemed to be Buyer's election to terminate this Agreement pursuant to the prior sentence. The procurement by Seller of a commitment for the issuance of the Title Policy, or an endorsement thereto, reasonably acceptable to Buyer insuring Buyer against any Disapproved Item, shall be deemed a cure by Seller of such Disapproved Item. In no event shall Seller's failure to cure or cause the deletion as exceptions to the Title Policy any Disapproved Items be deemed to be a breach of this Agreement by Seller (except as expressly provided in Section 4.3 above) or entitle Buyer to any offset against the Purchase Price.

(b) If, following expiration of Buyer's Title Review Period a new encumbrance is created against the Property which did not exist prior to expiration of Buyer's Title Review Period or which was not listed as an exception on the preliminary title report obtained by Buyer pursuant to Section 5.1, and was not caused by Buyer's acts or omissions or those of Buyer's Representatives, Buyer shall have the right to object (in Buyer's sole and absolute discretion) to such new encumbrance by giving written notice of objection to Seller within five (5) days after Buyer becomes aware of such new encumbrance or prior to the then scheduled Close of Escrow, whichever is sooner. If such new encumbrance is objected to within the required time period and is not cured or deleted as an exception to title within twenty five (25) days after Seller is first notified by Buyer of such objectionable title matter or prior to the then scheduled Close of Escrow, whichever is sooner, Buyer shall have the option of either (i) waiving its disapproval of the objectionable item and proceeding to the Close of Escrow, or (ii) terminating this Agreement, in which event the provisions of Section 5.1(c) shall govern. Buyer's failure to instruct the Escrow Holder on or before the Closing to proceed with the Closing shall be deemed Buyer's election to terminate this Agreement. The procurement by Seller or Buyer of a commitment for the issuance of the Title Policy, or an endorsement thereto, reasonably acceptable to Buyer insuring Buyer against such new encumbrance shall be deemed a cure by Seller of such new encumbrance. In no event shall Seller's failure to cure or delete any exceptions to the Title Policy be deemed to be a breach of this Agreement by Seller (except as expressly provided in Section 4.3 above) or entitle Buyer to any offset against the Purchase Price.

(c) If this Agreement is terminated pursuant to this Section 5.1, the Deposit and any interest earned thereon shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations), provided however each party shall be responsible for payment of one-half of the Escrow Cancellation Charges. The term "**Escrow Cancellation Charges**", as used in this Agreement shall mean the costs accrued and charged by Escrow Holder and the Title Company for the cancellation of Escrow and the preparation of a preliminary title report for the Property.

5.2 Feasibility Review. Provided that Seller has provided the Property Materials to Buyer within five (5) days following the Effective Date pursuant to Section 3.3, or has otherwise provided Buyer with access to the Property Materials pursuant to Section 3.3, Buyer shall have approved, in its sole and absolute discretion, not later than 5:00 p.m. California time on the forty-fifth (45th) day following the Effective Date (the **"Feasibility Review Termination Date"**) all matters relating to the Condition of the Property and the feasibility of Buyer's development plan therefore (other than title matters, which shall be governed by Section 5.1 above). The period commencing on the Effective Date and terminating on the Feasibility Review Termination Date is hereafter referred to as the **"Feasibility Review Period"**). If Seller fails to provide the Property Materials or access thereto within the time specified in this Section, then the Feasibility Review Period shall be extended by one business day for each day of delay.

Buyer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Buyer's disapproval of the condition of the Property, including without limitation the environmental condition of the Property or its suitability for Buyer's intended use. If Buyer fails to notify Seller of Buyer's approval or disapproval by written notice delivered to Seller, on or before expiration of the Feasibility Review Period, Buyer shall be deemed to have disapproved the condition of the Property and to have elected to terminate this Agreement. If this Agreement is terminated pursuant to the foregoing provisions of this Section 5.2 prior to expiration of the Feasibility Review Period, the Deposit and any interest accrued thereon while in Escrow shall be returned to Buyer, less an amount equal to one-half the Escrow Cancellation Charges; and neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.3 Notice to Tenants; Tenant Estoppels. Buyer's obligation to purchase the Property shall be conditioned on receipt by Buyer, within ten (10) days prior to the expiration of the Feasibility Review Period of an estoppel certificate (**"Estoppel Certificate"**) executed by each tenant and subtenant of the Property in form substantially similar to Exhibit G attached hereto, and delivery to Buyer by each tenant and subtenant of an update to such certificate (the **"Estoppel Updates"**) dated no earlier than five (5) days prior to the Closing Date stating that there has been no material adverse change in the certifications made by the tenant or subtenant in its Estoppel Certificate. If Buyer terminates this Agreement for failure of the condition described in this Section 5.3, Buyer shall be entitled to a return of the Deposit and any interest earned thereon while in Escrow and thereafter neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations). Prior to the Closing, Seller shall execute a notice, substantially in the form of Exhibit H attached hereto, which Seller shall send to each tenant under each of the Leases informing such tenant of the sale of the Property and of the assignment to Buyer of Seller's interest in, and obligations under, the Leases (including, if

applicable, any security deposits) and directing that all rent and other sums payable after the Closing under each Lease shall be paid to Purchaser as set forth in the notice.

5.4 Compliance by Seller. It is a further condition to Buyer's obligation to purchase the Property that on the Closing Date, Seller shall not be in material default of Seller's obligations under this Agreement, and that all of Seller's representations and warranties set forth in this Agreement continue to be true, correct and unchanged in all material respects as of the Close of Escrow. If Buyer terminates this Agreement for failure of the condition described in this Section 5.4, Buyer shall be entitled to a return of the Deposit and any interest earned thereon while in Escrow and thereafter neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.5 Absence of Adverse Events. It is a further condition to Buyer's obligation to purchase the Property that on the Closing Date there shall be an absence of any events that, as reasonably determined by Buyer, materially and adversely affect the Property and/or Buyer's planned uses of the Property. If Buyer terminates this Agreement for failure of the conditions described in this Section 5.5, Buyer shall be entitled to a return of the Deposit and any interest earned thereon while on deposit in Escrow, and thereafter neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.6 Simultaneous Close Contingency. It is a further condition to Buyer's obligation to purchase the Property that on the Closing Date, concurrently with Seller's conveyance of the Property to Buyer, Seller shall also convey the real property known as Sacramento County Assessor's parcel numbers 072-0260-003, 072-0260-037, and 072-0260-042 to Buyer pursuant to that certain Real Property Gift Agreement dated as of the date hereof and executed by Buyer and Seller.

5.7 Financing Contingency. Buyer shall have the right to terminate this Agreement by written notice (**"Financing Cancellation Notice"**) delivered to Seller within 45 days following the Effective Date if Buyer is unable to obtain financing commitments or assurances that financing is available on terms reasonably acceptable to Buyer and in an amount adequate to finance the acquisition of the Property Upon receipt of such notice, Escrow Agent shall return the Deposit to Buyer together with interest accrued thereon, this Agreement shall terminate, and the parties shall have no further rights or obligations hereunder other than the Surviving Obligations; provided however, if Buyer terminates this Agreement pursuant to this Section, Buyer shall pay any Escrow Cancellation Charge, and provided further that if Buyer does not deliver the Financing Cancellation Notice prior to 5:00 p.m. P.S.T. on the date which is 30 days following the Effective Date, Seller shall be entitled to retain the Deposit.

ARTICLE 6
SELLER'S CONDITIONS TO CLOSING

It is a condition precedent to Seller's obligation to sell the Property that on the Closing Date (i) Buyer shall not be in material default of Buyer's obligations under this Agreement, and (ii) Buyer's representations and warranties set forth in Section 8.2 made as of the Effective Date continue to be true, correct and unchanged in all material respects as of the Close of Escrow. It is a further condition to Seller's obligation to sell the Property that on the Closing Date, concurrently with Seller's conveyance of the Property to Buyer, Seller shall also convey, and Buyer shall accept, the real property known as Sacramento County Assessor's parcel numbers

072-0260-003, 072-0260-037, and 072-0260-042 pursuant to that certain Real Property Gift Agreement dated as of the date hereof and executed by Buyer and Seller.

The conditions precedent described in this Article 6 are solely for the benefit of Seller and can be unilaterally waived by Seller. If Seller terminates this Agreement for failure of the conditions described in Article 6, Buyer shall be entitled to a return of the Deposit and any interest earned thereon while on deposit in Escrow, unless Seller is entitled to retain the Deposit and such interest as liquidated damages pursuant to Section 2.4.

ARTICLE 7
OPENING AND CLOSING OF ESCROW

7.1 Opening of Escrow and Escrow Instructions. Not later than two (2) business days after the Effective Date, Buyer shall deliver the Initial Deposit into the escrow opened for this transaction ("**Escrow**") with First American Title Company located at 1610 Arden Way, Suite 190, Sacramento, CA 95815 (**"Escrow Holder"**) or such other title company as mutually agreed upon by the parties. If the Initial Deposit has not been deposited into Escrow by the end of the second business day after the Effective Date, this Agreement, and the terms and conditions contained herein, shall be null and void and of no further force and effect, unless Seller and Buyer agree in writing to an extension of such time period.

7.2 Closing.

7.2.1 Closing Date. The consummation of the transaction contemplated by this Agreement and recording of the Grant Deed (the "**Closing**" or "**Close of Escrow**") shall occur and delivery of all items to be made at the Closing under the terms of this Agreement shall occur on the date that is not later than thirty (30) days following the expiration of the Feasibility Review Period (the "**Closing Date**") unless the Parties mutually agree to an extension of time. The Parties agree that at the election of Buyer, the Closing Date may be extended by an additional 30 days if Buyer delivers to Seller notice of Buyer's election to extend together with an Extension Fee of $25,000 not later than 21 days following the expiration of the Feasibility Review Period. The Extension Fee shall be nonrefundable except in the event of Seller's material breach, and shall not be credited against the Purchase Price.

7.2.2 Failure to Close. If the Closing does not occur on or before the Closing Date as such may be extended pursuant to Section 7.2.1, then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party shall have any further obligations hereunder (other than the Surviving Obligations, and except as provided in this Section relating to reservation of rights against a defaulting party) and, unless the Escrow fails to close due to a default by Seller or due to a failure of a condition to Buyer's obligation or as otherwise expressly provided in this Agreement, the Deposit and any interest accrued thereon while in Escrow shall be paid to and retained by Seller as liquidated damages as provided for in Section 2.4 (unless this Agreement expressly provides for the payment of such funds to Buyer) and all documents and other instruments shall be returned to the party depositing the same into Escrow. If neither party is in default, then the Escrow Cancellation Charges shall be shared equally between Buyer and Seller, unless otherwise expressly provided in the Agreement. If only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire Escrow

Cancellation Charges. Except as otherwise provided for in Section 2.4 of this Agreement, the termination of this Agreement and cancellation of the Escrow, as provided herein, shall be without prejudice to whatever legal rights, as said rights may be limited by the terms contained in this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall be instructed to close the Escrow as soon as possible.

7.3 Deliveries by Seller. Within sufficient time to allow Close of Escrow to occur on the Closing Date, Seller shall deposit with Escrow Holder the following items:

7.3.1 Grant Deed. The Grant Deed duly executed by Seller with signatures notarized for recording.

7.3.2 Transfer Tax Letter. A Transfer Tax Statement duly executed by Seller in the form of **Exhibit E**. Escrow Holder shall request that the amount of the documentary transfer tax due (if any) be shown on a separate paper and affixed to the Grant Deed by the County Recorder after the permanent record is made, which request shall be in the form of **Exhibit E**.

7.3.3 Non-Foreign Status Certificate. A Non-Foreign Status Certificate pursuant to Internal Revenue Code section 1445.

7.3.4 California Form 593 W. A California Form 593W to the extent applicable to Seller.

7.3.5 Assignment of Leases. Three (3) counterpart originals of an Assignment and Assumption of Leases substantially in the form of **Exhibit C** ("**Assignment of Leases**"), duly executed by Seller.

7.3.6 Assignment of Contracts. Three (3) counterpart originals of an Assignment and Assumption of Contracts substantially in the form of **Exhibit D** ("**Assignment of Contracts**"), duly executed by Seller.

7.3.7 Bill of Sale. Three (3) counterpart originals of a Bill of Sale substantially in the form of Exhibit F, duly executed by Seller.

7.3.8 Other Documents. The Estoppel Updates, originals of the assigned Contracts, originals of the assigned Leases, all licenses and permits for the improvements located on the Property, all security deposits paid by Tenants, any letters of credit held by Seller under the Leases, such evidence as Buyer's counsel or the Title Company may require as to the authority of the person(s) executing documents on behalf of Seller, and all leasing and property files and records for the Property, including those maintained by the property manger for the Property, and such other documents, instruments, data, records, correspondence and agreements which Seller is obligated to provide to Buyer pursuant to this Agreement which have not previously been delivered. Seller shall cooperate with Buyer in order to effect the transfer to Buyer of any letters of credit held by Seller under the Leases and to substitute Buyer as the beneficiary under such letters of credit.

7.4 Deliveries by Buyer. Within sufficient time to allow Close of Escrow to occur on the Closing Date, Buyer shall deposit with Escrow Holder the following items:

7.4.1 Purchase Price. Within sufficient time to allow Close of Escrow to occur on the Closing Date, Buyer shall deposit with Escrow Holder a sum, which when added to the Deposit then in Escrow equals the Purchase Price plus Buyer's share of the prorations and costs of Escrow which are required pursuant to this Article to close Escrow less any sum payable by Seller pursuant to Section 3.1.4.

7.4.2 Assignment of Leases. Three (3) counterpart execution originals of the Assignment of Leases, duly executed by Buyer.

7.4.3 Assignment of Contracts. Three (3) counterpart execution originals of the Assignment of Contracts, duly executed by Buyer.

7.4.4 Certificate of Acceptance. A duly executed and acknowledged Certificate of Acceptance substantially in the form attached hereto in Exhibit B.

7.4.5 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for hereunder which have not been previously delivered.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms of this Agreement, including without limitation escrow instructions consistent with this Agreement.

7.6 Prorations. All revenues and expenses of the Property, including without limitation real property taxes, special taxes, assessments and utility fees and/or deposits, shall be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property, and has the benefit of all income with respect to the Property, through and including the date immediately preceding the Closing Date. Seller and Buyer hereby agree that any of the aforesaid prorations which cannot be calculated accurately as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates, and shall be recomputed sixty (60) days after the Closing Date or as soon thereafter as is reasonably practical. Either party owing the other party a sum of money based on such subsequent proration adjustment shall promptly pay said sum to the other party, and, if payment is not made within ten (10) business days after delivery of a bill therefor, shall pay interest thereon, at the lesser of the rate of ten percent (10%) per annum or the highest rate that a party is allowed to contract for by law, from date of delivery of the bill to the non-paying party to the date of payment.

7.7 Special Taxes, Bonds or Assessments. If, at the time of Closing, any portion of the Property is affected by an assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien, then such installment shall be prorated as of midnight of the day preceding the Close of Escrow. All installments not yet due whether or not the same have been prepaid shall be prorated as of midnight of the day preceding the Close of Escrow. Any prepaid assessments made in advance of its due date shall be credited to Seller.

7.8 Costs and Expenses. Subject to any other allocation of costs and expenses set forth in this Agreement, in the event the Closing does occur, the costs and expenses of Escrow upon Close of Escrow shall be allocated as follows: Seller shall pay the premium for the Title

Policy in the amount of the premium for a CLTA Standard Coverage Owner's Policy of Title Insurance issued in the amount of the Purchase Price with endorsements issued pursuant to Section 5.1), all of the County transfer taxes applicable to the sale, and one-half of the escrow and recording fees. Buyer shall pay the premium for the Title Policy to the extent it exceeds the cost that Seller is required to pay pursuant to the prior sentence, and one-half of the escrow and recording fees. Buyer and Seller shall each pay one-half (1/2) of the city transfer taxes applicable to the sale. All other costs and charges of the Escrow shall be shared by Buyer and Seller.

7.9 Disbursement of Funds. On the Close of Escrow, Escrow Holder shall be instructed to disburse the Purchase Price less (a) Seller's share of prorations as determined pursuant to Sections 7.6 and 7.7; and (b) Seller's share of costs of Escrow pursuant to Section 7.8, in immediately available funds, as directed by Seller.

7.10 Delivery of Documents. Immediately following the Close of Escrow, Escrow Holder shall deliver all instruments and documents as follows:

(a) Escrow Holder shall deliver to Seller:

(i) A copy of the Grant Deed executed by Seller, showing recording information, and certified by the Escrow Holder as being a true and complete copy of the Grant Deed recorded in the Official Records;

(ii) A copy of the Transfer Tax Letter, Non-Foreign Status Certificate, and California Form 593-W, two (2) fully executed counterpart originals of the Assignment of Leases, two (2) fully executed counterpart originals of the Assignment of Contracts, and two (2) fully executed originals of the Bill of Sale;

(iii) The Purchase Price, less costs and prorations chargeable to Seller pursuant to this Agreement; and

(iv) A copy of all other documents deposited into Escrow.

(b) Escrow Holder shall deliver to Buyer:

(i) A copy of the Grant Deed signed by Seller, showing recording information, and certified by the Escrow Holder as being a true and complete copy of the Grant Deed recorded in the Official Records, with original to follow;

(ii) A copy of the Transfer Tax Letter, Non-Foreign Status Certificate, and California Form 593-W;

(iii) One (1) fully executed counterpart original of the Assignment of Leases, one (1) fully executed counterpart original of the Assignment of Contracts, and one (1) fully executed counterpart original of the Bill of Sale;

(iii) the Title Policy; and

(v) A copy of all other documents deposited into Escrow.

7.11 Supplemental Taxes. Seller and Buyer acknowledge that the Property may be subject to supplemental taxes due as a result of change of ownership taking place through this Escrow. Any supplemental taxes due to events occurring prior to the Closing shall be prorated as of the date of Closing. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this Escrow.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Representations and Warranties of Seller. Seller and each partner thereof hereby represent and warrant to Buyer as of the date of this Agreement and as of the Closing Date as follows, and Seller hereby covenants to inform Buyer in writing of any material change affecting any of the following prior to the Close of Escrow. In this Article 8, each use of the term "Seller" shall mean Seller, each general partner of Seller, and each general partner of Geremia Bros., a California general partnership.

(i) Organization. Kilgore Business Park, a California general partnership is a duly organized California general partnership with the authority to own and convey the Property.

(ii) Enforceability. This Agreement and all documents executed by Seller in connection with the transactions contemplated by this Agreement are (provided Buyer has duly executed those documents requiring Buyer's signature) legal, valid, and binding obligations of Seller, do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject; and do not and at the time of Closing will not require the consent, approval or authorization of any other person.

(iii) Material Documents. The Property Materials made available for Buyer's review by Seller or delivered to Buyer are true and complete copies of all such documents in the possession or control of Seller. The Property Materials are all of the material documents in the possession or control of Seller that affect the Property.

(iv) Natural Hazard Disclosure. Except as disclosed in the reports prepared by or for Seller and which will be made available for review as part of the Property Documents as described in Section 3.3 (collectively the "**Natural Hazard Disclosure Report**") or any of the other Property Materials, Seller has no knowledge that the Property is located within one of the natural hazard disclosure zones referred to in the Natural Hazard Disclosure Report.

(v) Leases. The Leases identified on **Exhibit C-1** are all of the leases currently in effect with respect to the Property. The copies of such Leases delivered to Buyer by Seller are true and correct copies of all Leases affecting the Property. As of the Effective Date, and as of the Close of Escrow: (i) Seller has no knowledge of any default under any of the Leases on the part of Seller or any tenant or subtenant, (ii) Seller has not accepted rent from any tenant or subtenant for more than one month in advance, (iii) Seller has no outstanding obligations to undertake any construction of tenant improvements, (iv) Seller has fully performed all of its obligations under the Leases, and Seller is aware of no circumstance that would entitle any tenant or subtenant to withhold, offset or deduct any sum from rent payable pursuant to any Lease, (v) except as disclosed in writing to Buyer, no person or entity has any option to purchase or lease any portion of the Property or to expand, renew, extend or cancel any rights or

obligations existing under any Lease, (vi) Seller has disclosed in writing to Buyer all deposits paid by tenants.

(vi) Contracts. The Contracts identified on **Exhibit D-1** are all of the contracts affecting the Property to which Seller is a party. The copies of such Contracts delivered to Buyer by Seller are true and correct copies of such documents in Seller's possession. As of the Effective Date, Seller has no knowledge of any defaults under the Contracts.

(vii) Use. Seller has received no written notice of any violation of building codes, environmental, zoning or land use laws, subdivision laws, or any other local, state or federal law, regulation, code or ordinance applicable to the Property.

(viii) Environmental. To the best of Seller's knowledge, except as disclosed in the Property Materials, neither the Property nor any adjoining property is in violation of any local, state, or federal law, ordinance, regulation, or requirement (including without limitation Environmental Laws) relating to industrial hygiene, environmental conditions, Hazardous Materials, toxic materials or wastes or other similar materials or wastes, and Seller has not received notice of any governmental inquiry or proceeding with respect thereto. To the best of Seller's knowledge, except as disclosed in the Property Materials, neither Seller nor any tenant or other third party (including, without limitation, prior owners or operators of the Property and adjacent landowners) has used, generated, manufactured, produced, kept, stored, refined, transported, released, discharged or disposed of radioactive materials or wastes, Hazardous Materials or wastes, toxic materials or wastes (including, without limitation, asbestos containing materials and PCBs), or other similar materials or wastes, on, under, over or about the Property. To the best of Seller's knowledge, except as disclosed in the Property Materials, there are no underground storage tanks located on, under, or about the Property.

(ix) Litigation. Seller has not initiated, nor has Seller been served with any notice of litigation pending or threatened against Seller, nor to the best of Seller's knowledge is there any basis therefor, that arises out of the ownership of the Property, or that detrimentally affects or might detrimentally affect (i) the use or operation of the Property for its present or intended purpose, (ii) the value of the Property, or (iii) the ability of Seller to perform its obligations under this Agreement.

The representations and warranties set forth in this Article 8 are based upon the actual knowledge of Seller with no duty to investigate, and shall survive the Closing only for a period of two (2) years, and no action or proceeding thereon shall be valid or enforceable, at law or in equity or otherwise, if a legal action or proceeding is not commenced within such two-year period. If prior to the Closing, Buyer obtains actual knowledge that any representation or warranty set forth in this Article 8 is inaccurate, incomplete or misleading, and Buyer nonetheless proceeds with the Closing Seller shall have no liability for any such matters regarding which Buyer had knowledge prior to the Closing.

8.2 Representations and Warranties of Buyer. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement and as of the Close of Escrow, and which shall survive Close of Escrow, as follows:

8.2.1 Organization: Buyer is a municipality duly organized and validly existing and qualified to enter into and perform this Agreement.

8.2.2 Enforceability. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are, provided Seller has duly executed those documents requiring Seller's signature, legal, valid, and binding obligations of Buyer, do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject, and do not and at the time of Closing will not require the consent, approval or authorization of any other person.

8.2.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Buyer.

8.3 Mutual Representations and Covenants, Brokers and Finders. Each party to this Agreement represents and warrants to the other that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Agreement that would entitle any such party to a fee or commission in connection with the sale of the Property. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and defend with counsel reasonably acceptable to Buyer and hold Buyer and Buyer's affiliates, its and their officers, agents, servants, employees, successors and assigns harmless against any and all Claims and Liabilities which Buyer may sustain or incur by reason of such claim. On the other hand, in the event of a claim for brokers fee then the provisions of this Section shall survive the Close of Escrow or termination of this Agreement.

ARTICLE 9
CONDEMNATION AND CASUALTY

9.1 Condemnation. If, prior to the Close of Escrow, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any portion of the Property, Buyer shall have the right to terminate this Agreement and upon such termination the Deposit, plus interest, shall be returned to Buyer. With respect to any condemnation occurring after the Effective Date and if, as a result thereof, Buyer has not terminated this Agreement, then the net proceeds of condemnation awards payable to Seller by reason of such condemnation of the Property shall be paid to Buyer (to the extent received by Seller as of the Close of Escrow) or shall be assigned to Buyer (to the extent not received by Seller as of the Close of Escrow) upon the Close of Escrow, and Buyer shall complete the purchase of the Property without reduction of the Purchase Price.

9.2 Casualty. If, prior to the Close of Escrow, any improvements on the Property are damaged by fire, flood, earthquake or any other casualty, Buyer shall have the right to terminate this Agreement and upon such termination the Deposit, plus interest, shall be returned to Buyer. With respect to any casualty occurring after the Effective Date and if, as a result thereof, Buyer has not terminated this Agreement, then any insurance proceeds payable to Seller by reason of such casualty shall be credited to Buyer (to the extent received by Seller as of the Close of Escrow) or shall be assigned to Buyer (to the extent not received by Seller as of the Close of Escrow) upon the Close of Escrow, and Buyer shall complete the purchase of the Property without reduction of the Purchase Price; provided however that the Purchase Price shall be reduced by the amount of any insurance deductible.

ARTICLE 10

Intentionally omitted.

ARTICLE 11
MISCELLANEOUS

11.1 Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement.

11.2 Satisfaction or Waiver of Contingencies. The consummation of the Closing shall be conclusive evidence that the contingencies and conditions to Closing have been fully satisfied or waived. Upon the Closing, Buyer shall be deemed to have waived any breach by Seller under this Agreement, except for (i) any fraud by Seller, (ii) any material breach of a representation or warranty set forth in Article 8 unless Buyer was aware of such breach as of the Closing, or (iii) any breach of a covenant, representation or warranty that is intended by the express terms of this Agreement to survive the Closing.

11.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, executors, trustees, administrators and assigns, except that Buyer's interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise without Seller's consent, which consent shall not be unreasonably withheld, and provided that at least fifteen (15) days prior to the then schedule Closing Date Buyer has given Seller written notice of the assignment (including the full legal name and address of the proposed assignee and other information necessary for an alternate set of closing documents to be prepared and executed naming the proposed assignee), together with a fully executed original of the assignment. Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and shall be a default by Buyer hereunder. Notwithstanding the foregoing, any assignment shall not relieve Buyer from any of its obligations under this Agreement, including without limitation all of Buyer's indemnification, defense and hold harmless obligations under this Agreement (whether accruing before or after Closing), all of which shall survive the Close of Escrow or sooner termination of this Agreement, and as to which Buyer shall remain jointly and severally liable with any assignee of Buyer before and after Close of Escrow. Any increase in the Purchase Price payable by an assignee of Buyer, or additional consideration paid by any assignee of Buyer shall be shared equally by Seller and Buyer, with Seller's portion due on the earlier of Close of Escrow or the date the increase in Purchase Price or additional consideration is released from Escrow or paid by Buyer's assignee outside of Escrow.

11.4 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right to subrogation or action over or against any party to this Agreement.

11.5 Entire Agreement. This Agreement together with the Exhibits attached hereto and incorporated herein by this reference, constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

11.6 Amendment. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the party to be bound.

11.7 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.8 Timeliness. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

11.9 Notices. Any notice or other communication required or permitted to be given under this Agreement ("**Notices**") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid; or (iv) delivered by telecopy. Telecopy notices shall be deemed received upon transmission during regular business hours, (i.e. Monday through Friday between 8:00 a.m. and 5:00 p.m., California time, legal holidays observed in California excepted) or otherwise on the next business day, and provided that a copy of such notice is forwarded by United States Mail or reputable overnight courier no later than the first business day following the day that the facsimile transmission occurs. Non-telecopy notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day after deposit with a reputable overnight courier as evidenced by a receipt of deposit; or (ii) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller:

Geremia Bros., a general partnership
c/o Anthony Geremia
1327-65th Street
Sacramento, California 95826

Richard G. Stewart
5125 Romero Way
Fair Oaks, California 95628

Willard E. Overholtzer
10901 Folsom Boulevard, Suite C
Rancho Cordova, CA 95670

With a copy to:

Glen C. Shea, Esq.
11341 Gold Express Drive, Suite 110
Gold River, CA 95670

Telephone (916) 638-5566
Fax: (916) 631-8188

If to Buyer:

William Thomas
Chief Financial Officer
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, California 95670
Telephone (916) 942.0266
Fax: (916)

With a copy to:

City Attorney, City of Rancho Cordova
c/o Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Ste. 1500
Oakland, California 94607
Telephone (510) 808-2000
Fax: (510) 444-1108

11.10 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Any action or proceeding brought by any party in which this Agreement is subject, shall be brought in the County of Sacramento, California.

11.11 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

11.12 Invalidity. Any provision of this Agreement which is invalid, void, unenforceable or illegal, shall not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement shall remain in full force and effect.

11.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.14 Number and Gender. When required by the context of this Agreement, each number (singular and plural) shall include all numbers, and each gender shall include all genders.

11.15 Recording. Neither this Agreement nor any memorandum thereof shall be recorded by the parties.

11.16 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, and deliver such further instruments as may be reasonably necessary or desirable to accomplish the intent and purpose of this Agreement, provided that the party requesting such further action shall bear all costs and expenses related thereto.

11.17 Advice of Professionals. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

11.18 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

11.19 Recitals and Exhibits. The recitals set forth in this Agreement and in any Exhibit hereto are incorporated by reference and constitute a material part of this Agreement.

11.20 Professional Fees and Costs. If any legal or equitable action, arbitration, bankruptcy, reorganization, or other proceeding, whether on the merits, application, or motion, or otherwise is brought or undertaken to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the prevailing party or parties in such action or proceeding shall be entitled to recover reasonable attorneys' and other professionals' fees, court costs and other expenses incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses. The provisions of this Section shall survive the Close of Escrow or the termination of this Agreement.

11.21 Confidentiality; Delivery of Documents. All written information, studies and reports relating to the Property obtained by Buyer from Seller shall remain confidential prior to the Closing, except to the extent such information is required to be disclosed to a third party by law or by court order. If the transaction contemplated herein fails to close for any reason, Buyer shall deliver and return to Seller, at no cost to Seller, and as a pre-condition to the return of any Deposit or interest accrued thereon while in Escrow to the extent required to be returned pursuant to the other sections of this Agreement, copies of all Property Materials. Except as required by law, Buyer agrees to cause anyone to whom Buyer discloses any confidential information to keep same confidential, and to further keep the contents of this Agreement confidential. Except as required by law, Buyer agrees that no publicity or press release to the general public with respect to this transaction shall be made by Buyer or any third party to whom Buyer discloses such information, without the prior written consent of Seller. Buyer hereby agrees to indemnify and defend with counsel reasonably acceptable to Seller and hold Seller harmless against any and all Claims and Liabilities which Seller may sustain or incur by reason of Buyer's breach of its obligations pursuant to this Section 11.21. Seller agrees that the foregoing confidential information may be disclosed to Buyer's officers, members, managers, and employees, as well as to public officials in connection with its application for entitlements, as and as well as to Buyer's outside legal counsel, accountants, advisors, consultants, and prospective lenders and investors. Buyer, hereby covenants, represents and warrants that each of its members, managers, officers, employees, consultants, legal counsel, lenders and others to whom the Property Materials and other confidential information will be disclosed will be informed of the terms of this confidentiality provision and shall be directed to treat and maintain all such information in confidence subject to and in accordance with the terms of this confidentiality provision. The provisions of this Section shall survive the termination of this Agreement.

11.22 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale

of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

11.23 Back-Up Offers. Until the Close of Escrow, Seller shall have the right to continue to present the Property for sale and accept "back-up" offers, subject to Buyer's rights under this Agreement.

11.24 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

11.25 Intentionally omitted.

11.26 Business Day. Notwithstanding any other provision of this Agreement, if the due date of a party's obligation under this Agreement falls on a Saturday, Sunday or legal holiday observed in California, the due date for such performance shall be extended to the next business day.

11.27 Tax Deferred Exchange. Seller may consummate the sale and purchase of the Property as part of a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code, as amended. If Seller requests, Buyer agrees to reasonably cooperate with Seller (including without limitation execution of documents reasonably requested by Seller), provided: (i) there shall be no delay in the Closing Date; (ii) Seller shall not be released from its obligations under this Agreement if the exchange fails for any reason, and Seller shall remain obligated to sell the Property in accordance with this Agreement; (iii) Seller shall reimburse Buyer for any fees and costs incurred by Buyer as a result of Seller's exchange or attempted exchange, including without limitation costs and expenses of Buyer's consultants; (iv) Buyer shall not assume any additional liabilities or obligations including without limitation the acquisition of any property, or the assumption of any liability, as a result of the exchange or attempted exchange; and (v) Seller shall indemnify, defend and hold Buyer harmless from and against all Claims and Liabilities resulting from the Seller's exchange or attempted exchange. Buyer hereby disclaims any responsibility for the qualification for Seller's benefit of the transactions contemplated by this Agreement as a tax-deferred exchange under Internal Revenue Code Section 1031, as amended, and Seller agrees that Buyer shall not be liable for any tax liability, interest or penalties arising thereunder by virtue of Buyer's cooperation in the consummation of any such exchange or attempted exchange. None of Seller's representations and warranties provided hereunder and none of Seller's obligations that are intended to survive the Closing shall be affected by any assignment of this Agreement by Seller, and all such representations, warranties and obligations shall continue in effect for the benefit of Buyer.

11.28 Intentionally omitted.

11.29 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The parties agree that a signed copy of this Agreement transmitted by one party to the other party(ies) by facsimile transmission shall be binding upon the sending party to the same extent as if it had delivered a signed original of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

SELLER:

KILGORE BUSINESS PARK, a California general partnership

_____
Willard E. Overholtzer

_____
Richard G. Stewart

Geremia Bros., a California general partnership

By:_____
Anthony Geremia, partner

By:_____
Frank Geremia, Jr., partner

By:_____
Mike Geremia, partner

BUYER:

CITY OF RANCHO CORDOVA, a municipal corporation

By:_____

Its: _____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A

LEGAL DESCRIPTION OF LAND

(Attach legal description.)

[Insert description.]

Sacramento County Assessor's Parcel Nos.:

072-0260-036
072-0260-038
072-0260-039
072-0260-040
072-0260-041

Exhibit B

GRANT DEED

RECORDING REQUESTED BY and :
WHEN RECORDED MAIL TO:

City of Rancho Cordova

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KILGORE BUSINESS PARK, a California general partnership, ("**Grantor**"), hereby grants to City of Rancho Cordova, a municipal corporation, all of its right, title, and interest in that certain real property in the County of Sacramento, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein. This Grant Deed may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

Dated: _____, 2005

GRANTOR:

KILGORE BUSINESS PARK,
a California general partnership

_____
Willard E. Overholtzer

_____
Richard G. Stewart

Geremia Bros., a California general partnership

By:_____
Anthony Geremia, partner

By:_____
Frank Geremia, Jr., partner

By:_____
Mike Geremia, partner

SIGNATURES MUST BE NOTARIZED.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2005, from Kilgore Business Park, a California general partnership ("**Grantor**"), is hereby accepted on behalf of the City of Rancho Cordova ("**City**") by its City Manager pursuant to authority conferred by Resolution No. _____, adopted by the City on _____, 20__, and that the City consents to recordation of the Grant Deed by its duly authorized representative.

Dated _____, 2005

CITY OF RANCHO CORDOVA

By: _____
Ted Gaebler, City Manager

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

State of California)
)
County of Sacramento)

On _____, 2005, before me, the undersigned, a Notary Public, in and for said State and County, personally appeared _____ _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

Exhibit A to Grant Deed

LEGAL DESCRIPTION OF PROPERTY

(Attach legal description.)

[Insert description.]

Sacramento County Assessor's Parcel Nos.:

072-0260-036
072-0260-038
072-0260-039
072-0260-040
072-0260-041

Exhibit C

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "**Assignment of Leases**") is made and entered into as of April ___, 2005 (the date upon which Assignee acquires title to the Property defined below and hereafter, the "**Effective Date**"), by THE CITY OF RANCHO CORDOVA, a municipal corporation ("**Assignee**") and KILGORE BUSINESS PARK ("**Assignor**"), a California general partnership consisting of Willard E. Overholtzer, an individual, Richard G. Stewart, an individual, and Geremia Bros., a California general partnership consisting of Anthony Geremia, an individual, Frank Geremia, Jr., an individual, and Mike Geremia, an individual, with reference to the following facts:.

A. Effective as of the Effective Date, Assignee has acquired the Property described in and pursuant to that certain Purchase and Sale Agreement dated as of April ____, 2005, by and between Assignor as Seller and Assignee as Buyer (the "**Purchase Agreement**").

B. Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to those certain leases identified on Exhibit C-1 attached hereto ('**Leases**"), and Assignee desires to assume all of Assignor's rights and obligations under the Leases, upon the terms and conditions set forth herein.

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Leases, together with all prepaid rent and security or other deposits paid by the tenants under the Leases to the extent not forfeited as of the date of this Assignment. Assignee hereby accepts the foregoing assignment, and assumes the obligations under, and agrees to perform and comply with, the terms, provisions, covenants and conditions of the Leases to be performed and complied with by Assignor to the extent arising or accruing from and after the Effective Date of this Assignment.

2. Assignee agrees to indemnify, protect, defend (with counsel reasonably acceptable to Assignor) and hold harmless Assignor from and against any and all liability, loss, cost, damage and expense (including attorneys' fees and costs and court costs) relating to Assignee's obligations with respect to the Leases arising and accruing from and after the Effective Date. Assignor agrees to indemnify, protect, defend (with counsel reasonably acceptable to Assignee) and hold harmless Assignee from and against any and all liability, loss, cost, damage and expense (including attorneys' fees and costs and court costs) relating to Assignor's obligations with respect to the Leases arising or accruing prior to the Effective Date.

3. Assignor makes no representations, guaranties, promises, statements, assurances or warranties of any kind concerning the Leases except as expressly provided in (i) the Purchase Agreement (and as to which the Purchase Agreement shall govern) and (ii) this Assignment.

4. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all

of which together shall constitute one and the same instrument. In the event of any litigation between Assignor and Assignee arising out of this Assignment, the prevailing party shall be entitle to reasonably s attorney's fees and costs incurred in such action.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

KILGORE BUSINESS PARK, a California general partnership

_____
Willard E. Overholtzer

_____
Richard G. Stewart

Geremia Bros., a California general partnership

By:_____
Anthony Geremia, partner

By:_____
Frank Geremia, Jr., partner

By:_____
Mike Geremia, partner

ASSIGNEE:

CITY OF RANCHO CORDOVA, a municipal corporation

By: _____

Its: _____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit C-1

LIST OF LEASES

1. Lease Agreement between Reserveamerica and Kilgore Business Park, dated January 20, 1998, and amended April 17, 2003 and March 25, 2004.

2. PCS Site Agreement between Sprint Spectrum and Kilgore Business Park dated April 11, 1996.

3. Commercial Lease by, between and among Helga Mills and Nymia Amey, dba Business Park Child Care Center and Kilgore Business Park, dated February 16, 1998.

Exhibit D

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "**Assignment**") is made and entered into as of _____, 2005, by KILGORE BUSINESS PARK ("**Assignor**"), a California general partnership consisting of Willard E. Overholtzer, an individual, Richard G. Stewart, an individual, and Geremia Bros., a California general partnership consisting of Anthony Geremia, an individual, _____, an individual, and _____, an individual and the CITY OF RANCHO CORDOVA, a municipal corporation ("**Assignee**"), with reference to the following facts:

C. Concurrently with the execution of this Assignment, Assignee has acquired that certain land more particularly described in Exhibit A hereto and all buildings and other improvements thereon (the "Property"), pursuant to that certain Purchase and Sale Agreement dated as of _____ , 2005 and KILGORE BUSINESS PARK, a general partnership, collectively as Seller, and the City of Rancho Cordova as Buyer ("Purchase Agreement").

D. Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest, in and to those certain contracts identified on Exhibit B attached hereto ("Contracts"), and Assignee desires to assume all of Assignor's obligations pursuant to the Contracts, upon the terms and conditions set forth herein.

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Contracts. Assignee hereby accepts the foregoing assignment, and assumes the obligations under, and agrees to perform and comply with, the terms, provisions, covenants and conditions of the Contracts to be performed and complied with by Assignor to the extent arising or accruing from and after the date of this Assignment.

2. Assignee agrees to indemnify, protect, defend (with counsel reasonably acceptable to Assignor) and hold harmless Assignor from and against any and all liability, loss, cost, damage and expense (including attorneys' fees and costs and court costs) relating to Assignee's obligations with respect to the Contracts arising and accruing from and after the date hereof. Assignor agrees to indemnify, protect, defend (with counsel reasonably acceptable to Assignee) and hold harmless Assignee from and against any and all liability, loss, cost, damage and expense (including attorneys' fees and costs and court costs) relating to Assignor's obligations with respect to the Contracts arising or accruing prior to the date hereof.

3. Assignor makes no representations, guaranties, promises, statements, assurances or warranties of any kind concerning the Contracts except as expressly provided in (i) the Purchase Agreement (and as to which the Purchase Agreement shall govern) and (ii) this Assignment.

4. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of any litigation between Assignor and Assignee arising out of this Assignment, the prevailing party shall be entitle to reasonably s attorney's fees and costs incurred in such action.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

KILGORE BUSINESS PARK, a California general partnership

_____
Willard E. Overholtzer

_____
Richard G. Stewart

Geremia Bros., a California general partnership

By:_____
Anthony Geremia, partner

By:_____
Frank Geremia, Jr., partner

By:_____
Mike Geremia, partner

ASSIGNEE:

CITY OF RANCHO CORDOVA, a municipal corporation

By:_____

Its: _____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit D-1

LIST OF CONTRACTS

Exhibit E

DO NOT RECORD

FILER REQUESTS
DO NOT RECORD STAMP VALUE

DECLARATION OF TAX DUE: SEPARATE PAPER:
(Revenue and Taxation Code 11932-11933)
NOTE: This Declaration is not a public record

Document #_____

Property located in:

( ) Unincorporated

(x) City of Rancho Cordova

APN: 072-0260-036, 072-0260-038, 072-0260-039, 072-0260-040, 072-0260-041

DOCUMENTARY TRANSFER TAX IS $_____

(x) Computed on full value

( ) Computed on full value less liens or encumbrances remaining at the time of conveyance

CITY CONVEYANCE TAX IS **$** _____

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

_____ _____

Date Signature

Exhibit F

BILL OF SALE

THIS BILL OF SALE is made this ____ day of _____, 2005, by and between KILGORE BUSINESS PARK (**"Seller"**), a California general partnership consisting of Willard E. Overholtzer, an individual, Richard G. Stewart, an individual, and Geremia Bros., a California general partnership consisting of Anthony Geremia, an individual, Frank Geremia, Jr., an individual, and Mike Geremia, an individual and the CITY OF RANCHO CORDOVA, a municipal corporation (the "**Purchaser**").

WHEREAS, the Seller and the Purchaser have entered into that certain Purchase and Sale Agreement dated as of _____, 2005 (the "**Sale Agreement**"), with respect to the purchase and sale of certain **"Property,"** as such term is defined in the Agreement; and

WHEREAS, under the Agreement, the Seller is obligated to convey to the Purchaser all of the Seller's right, title, and interest in and to the tangible personal property upon the Land described on Exhibit F-1 attached hereto or within the improvements located on the Land, including the appliances, furniture, carpeting, draperies and curtains, tools and supplies, and other items of personal property (excluding cash) used exclusively in connection with the operation of the Land and improvements (the "**Personal Property**")

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller does hereby grant, bargain, sell, convey, assign, transfer, and set over unto the Purchaser, absolutely and not as security, all of the Seller's right, title, and interest in and to the Personal Property.

This Bill of Sale is made without any covenant, warranty or representation by, or recourse against, Seller as more expressly set forth in the Sale Agreement and the documents executed in connection therewith. By acceptance of this Bill of Sale, Purchaser specifically acknowledges that except for Seller's representations set forth in Section ____ of the Sale Agreement, Purchaser is not relying on (and Seller does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, from Seller, including, without limitation, any covenant, representation or warranty regarding or relating to (a) the operation of the Personal Property or uses or merchantability or fitness of any portion of the Personal Property for a particular purpose; or (b) the physical condition of the Personal Property or the condition or safety of the Personal Property or suitability of the Personal Property for a particular purpose. Seller hereby disclaims and, by its acceptance of this Bill of Sale Purchaser hereby waives and releases, any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to the Personal Property.

This Bill of Sale may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. If any term or provision of this Bill of Sale or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Bill of Sale or the application of such term or provision to persons or circumstances other than those as to which it is held invalid

or unenforceable shall not be affected thereby, and each term and provision of this Bill of Sale shall be valid and enforced to the fullest extent permitted by law.

This Bill of Sale shall be governed by, interpreted under, construed under, and enforceable in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale as of the day and year first written above.

SELLER:

KILGORE BUSINESS PARK, a California general partnership

_____
Willard E. Overholtzer

_____
Richard G. Stewart

Geremia Bros., a California general partnership

By:_____
Anthony Geremia, partner

By:_____
Frank Geremia, Jr., partner

By:_____
Mike Geremia, partner

BUYER:

CITY OF RANCHO CORDOVA, a municipal corporation

By:_____

Its:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit F-1

PERSONAL PROPERTY

Exhibit G

FORM OF TENANT ESTOPPEL CERTIFICATE

TO: KILGORE BUSINESS PARK, a California general partnership ("**Landlord**") and the CITY OF RANCHO CORDOVA, a municipal corporation ("**Buyer**"), and their respective successors and assigns and lenders

The undersigned hereby certifies as follows:

1. _____ is the tenant ("**Tenant**") in possession of _____ square feet of space known as suite _____ ("**Premises**"), located at _____, (the "**Property**") all as more particularly outlined on Exhibit A hereto, pursuant to a lease agreement between Tenant and Landlord, dated as of _____ [, as amended _____] (the "**Lease**"). Attached to this Estoppel Certificate is a true and correct copy of the Lease. Tenant claims and has no interest in the Premises or the Property except as specifically set forth in the Lease.

2. The Lease has a term that expires on _____. Tenant has no option, right of first refusal or other right to purchase the Property or any portion thereof. Tenant has no first right of refusal, right of first offer, option to expand, option to extend, option to terminate, or exclusive business rights, pursuant to the Lease or otherwise except for _____ _____.

3. As of the date of this certificate, Tenant is not in default in the performance of the Lease.

4. The Lease is in full force and effect and has not been modified, except in accordance with the amendments identified above.

5. There are no existing defaults by reason of any action or omission of the Landlord except as follows:_____

6. Landlord has fully performed all of its obligations under the Lease, and Tenant has no claim, defense or offset against Landlord and claims no charge, lien or claim of offset against rent.. Landlord has not agreed to perform any work not already performed.

7. Tenant has paid rent and all other amounts due through _____, 200_. Tenant has not prepaid any rent and has not paid any security or other deposit except: _____.

8. Tenant's current monthly base rent is _____.

9. Tenant has, as of the date of this certificate, no defenses or offsets that could be alleged in any action brought against Tenant for rent accruing under the Lease.

10. This certificate may be relied upon by Buyer, Landlord, and any other party who may purchase the Property or from time to time make a loan secured by the same, and their respective successors and assigns.

Executed this _____day of _____, 2005.

Exhibit H

FORM OF NOTICE TO TENANTS

_____, 2005

Re: Notice of Change of Ownership of
_____
_____, California

Ladies and Gentlemen:

You are hereby notified as follows:

1. That as of the date hereof, _____has transferred, sold, assigned, and conveyed all of its interest in and to the above-described property, (the "**Property**") to _____ (the "**New Owner**").

2. Future notices and rental payments with respect to your lease premises at the Property should be made to the New Owner in accordance with your lease terms at the following address:

_____
_____
_____
_____

3. Your security deposit in the amount of $_____ and your impound account in the amount of $_____ have been transferred to the New Owner and as such the New Owner shall be responsible for holding the same in accordance with the terms of your lease.

Sincerely,

CITY OF RANCHO CORDOVA

RESOLUTION NO. 47-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY KNOWN AS KILGORE BUSINESS PARK, THE EXECUTION OF A GIFT AGREEMENT ACCEPTING CONVEYANCE OF THE MATTHEW KILGORE CEMETERY AND ADJACENT LAND, AND AUTHORIZING EXECUTION OF CERTIFICATES OF ACCEPTANCE AND RECORDATION OF GRANT DEEDS

WHEREAS, the City of Rancho Cordova (the "**City**") desires to acquire property that may be used at present and in the future for City facilities; and

WHEREAS, City staff and consultants have evaluated available properties and have presented for City Council review a proposed Purchase and Sale Agreement (the "**Purchase Agreement**") pertaining to the purchase of real property located in the City, consisting of Sacramento County Assessor's Parcel Nos. 072-0260-036, 072-0260-038, 072-0260-039, 072-0260-040, and 072-0260-041, and commonly known as the Kilgore Business Park (the "**Sale Property**") and a proposed Gift Agreement (the "**Gift Agreement**") pertaining to the acceptance of the donation of real property located in the City, consisting of Sacramento County Assessor's Parcel Nos. 072-0260-003, 072-0260-037, and 072-0260-042, and commonly known as the Matthew Kilgore Cemetery and land adjacent thereto (collectively the "**Donated Property**," and together with the Sale Property, hereafter referred to as the "**Property**"); and

WHEREAS, the proposed acquisitions will involve the continued operation, maintenance, leasing, and minor alteration of existing structures, will involve negligible or no expansion of use, and will not have a significant impact on the environment, and such activities are exempt from the California Environmental Quality Act ("**CEQA**") pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301; and

WHEREAS, pursuant to Section 65402 of the Government Code, it will be necessary for the City Planning Commission ("**Planning Commission**") to review the proposed acquisitions for consistency with the City's General Plan since portions of the Property are intended to be used as public facilities; and

WHEREAS, pursuant to California Government Code Section 27281, a resolution or certificate of acceptance must be attached to any grant deed conveying an interest in real property to a government agency.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Rancho Cordova hereby:

1. Finds that acquisition of the Property is exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301.

2. Authorizes the City Manager of the City of Rancho Cordova or his designee to execute the Purchase Agreement, the Gift Agreement and the Exhibits attached to each of the foregoing substantially in the forms presented to the City Council and on file with the City Clerk, with such modifications as the City Manager in consultation with the City Attorney deems necessary and desirable consistent with the intent of this Resolution.

3. Directs staff to evaluate the physical and environmental condition of the Property in accordance with the due diligence provisions of the Purchase Agreement and the Gift Agreement.

4. Directs staff to present the proposed acquisitions to the City Planning Commission for its review pursuant to Section 65402 of the Government Code prior to close of escrow for the acquisition of the Property.

5. Authorizes the City Manager and his designees to execute such other documents and to take such other actions as are necessary to consummate the transactions contemplated by this Resolution, including without limitation, the payment of deposits as required pursuant to the Purchase Agreement and the execution of contracts required in connection with the environmental evaluation and physical inspection of the Property.

6. Consents to the execution of Certificates of Acceptance and the recordation of grant deeds conveying the Property to the City upon close of escrow for the conveyance of the Property.

ADOPTED by the City Council of the City of Rancho Cordova this 4th day of April, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Ken Cooley, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

REAL ESTATE GIFT AGREEMENT

by and between

Kilgore Business Park, a California general partnership,

DONOR

and

City of Rancho Cordova, a municipal corporation,

DONEE

Dated: April ____, 2005

LIST OF EXHIBITS

A Legal Description of Land

B Grant Deed

REAL ESTATE GIFT AGREEMENT

THIS REAL ESTATE GIFT AGREEMENT ("**Agreement**") is entered into effective as of April ____, 2005 (the date that this Agreement has been executed by the duly authorized representatives of both Donor and Donee, and hereafter the "**Effective Date**") by and between the CITY OF RANCHO CORDOVA, a municipal corporation (the "**Donee**") and KILGORE BUSINESS PARK (**"Donor"**), a California general partnership consisting of Willard E. Overholtzer, an individual, Richard G. Stewart, an individual, and Geremia Bros., a California general partnership consisting of Anthony Geremia, an individual, Frank Geremia, Jr., an individual, and Mike Geremia, an individual.

ARTICLE 1
PROPERTY

1.1 Gift of Property. Donor agrees to convey to Donee and Donee agrees to accept from Donor that certain real property in the City of Rancho Cordova, Sacramento County, California, located generally on Kilgore Road, identified as Sacramento County Assessor's Parcel Numbers 072-0260-003, 072-0260-037, and 072-0260-042, and more particularly described on **Exhibit A** attached hereto (the **"Land"**), together with all improvements and appurtenances thereon and all easements and rights appurtenant thereto (the **"Improvements"**), all of Donor's right, title and interest in and to all tangible personal property located on the Land or within the Improvements and used exclusively in connection with the operation of the Property and the Improvements (the **"Personal Property"**), and all of Donor's right, title and interest in and to all leases affecting the Property **("Leases")** and all assignable contracts, agreements, warranties and guaranties ("**Contracts**") described in Section 4.5 hereof. The Land, the Improvements, the Personal Property, the Leases and the Contracts are hereinafter collectively referred to as the **"Property."**

ARTICLE 2
PROPERTY VALUE

2.1 Property Value. Donor's estimate of the value of the Property is $_____.

2.2 Donor Default. If the conveyance of the Property is not consummated because of Donor's default under this Agreement, Donee's sole remedy shall be either (a) to terminate this Agreement, or (b) to specifically enforce Donor's obligations to convey the Property. If Donee elects to terminate this Agreement, Donee shall instruct Escrow Holder to cancel the Escrow, this Agreement shall terminate, and Donee and Donor shall thereupon be released from their respective obligations herein except those obligations which are expressly herein stated to be intended to survive the Close of Escrow and the termination of this Agreement (the "**Surviving Obligations**"). Upon a default by Donor hereunder, Donor shall pay all title, survey and Escrow Cancellation Charges (defined in Section 5.1(c)). Without limiting the foregoing, Donee and Donor each acknowledge and agree that notwithstanding any contrary provision contained herein, neither party shall have liability for any consequential damages sustained by either party as a result of termination of this Agreement (including without limitation loss of rents and profits).

ARTICLE 3
"AS IS" CONVEYANCE; INSPECTION

3.1 "As Is" Conveyance.

3.1.1 "AS IS".

Donee acknowledges and agrees that prior to the end of the Feasibility Review Period (defined in Section 5.2), Donee and its representatives will have been afforded sufficient opportunity to make and complete such review of the Property Materials (defined in Section 3.3) and other documents provided by Donor, and to make and complete such inspections of the Property, and matters related thereto as Donee and its representatives desire, including, without limitation, governmental laws and regulations to which the Property is subject, and Donee shall accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Donee acknowledges and agrees that subject to the representations and warranties made by Donor in Section 8.1 the Property is to be conveyed to and accepted by Donee in an "AS IS" condition with all faults, and is currently and has been leased or otherwise used from time to time for various industrial/commercial purposes, and is and has been in the past subject to a number of environmental concerns. Donee further acknowledges that prior to the end of the Feasibility Review Period it will have reviewed and be knowledgeable of the matters described in the Property Materials and any other materials made available to Donee for Donee's review, and that Donee will acquire the Property subject to all matters described in the Property Materials and other materials. Donor makes no representation or warranty as to the accuracy or completeness of the Property Materials or other materials made available for review to Donee by Donor, except as specifically provided in Section 8.1. Donee acknowledges that the Property Materials may not constitute all of the documents which pertain to the Property, and Donee acknowledges that some or all of the Property Materials have been obtained by Donor from previous owners or users of the Property or other sources, and Donor makes no representation or warranty as to the reputation or reliability of the persons or entities preparing the Property Materials. Donee further acknowledges that, notwithstanding that Donor has made the Property Materials available for Donee's review, Donee will make its own investigation of the Property and will rely, in part, on its own investigation in determining the suitability of the Property for its use. Without limiting the foregoing, subject to Section 5.1, Donee shall be responsible for obtaining from the Escrow Holder any and all documents relating to the title of the Property, and for obtaining from the applicable governmental entity, zoning, land use or other approvals relating to the Property, if it desires such information. Donor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property except as specifically provided in Section 8.1 of this Agreement; in particular, but without limitation, except as otherwise provided in this Agreement, Donor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, Environmental Laws, other laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, hazardous materials, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "**Condition of the Property**") except as specifically provided in Section 8.1. Donee acknowledges that it is entering into this Agreement on the basis of the representations and warranties made by Donor in Section 8.1 and Donee's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions. Donee acknowledges that Donee's inspections of the Property and review of materials provided by Donor may not reveal all adverse conditions relating to the physical and environmental condition of the Property.

3.1.2 Release. From and after Closing, Donee, for itself and its affiliates, hereby waives, releases, remises, acquits and forever discharges Donor, Donor's employees, managers, partners and agents, of and from any and all claims, damages, liens, suits, causes of action, legal or administrative proceedings, fines, penalties, judgments, demands, obligations, costs, liabilities and losses (including mechanics' liens) and expenses (including, without limitation, reasonable attorneys' fees) (collectively "Claims and Liabilities"), which Donee or any of the other releasing parties now have or which Donee or any of the other releasing parties may have in the future on account of or in any way arising out of or in connection with the Condition of the Property, including, without limitation, the known or unknown physical or environmental condition of the Property (including, without limitation, any contamination in, on, under or adjacent to the Property by any solid hazardous or toxic substance, material or waste), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, any and all Environmental Laws including the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act; with the exceptions that the foregoing release shall not apply, (i) during the twelve (12) month period following the Closing, to Donor's breach of Donor's representations and warranties set forth in Section 8.1 below of which Donee was not aware at the Close of Escrow, or (ii) to any Claims and Liabilities arising from the fraud of Donor or the other released parties. Donee, for itself and its affiliates, fully understands and expressly waives the benefits of Section 1542 of the California Civil Code, with respect to the matters described in this Section 3.1.2; Section 1542 of the California Civil Code provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

3.1.3 Survival. The provisions of this Section 3.1 shall survive the Closing.

3.1.4 Environmental Insurance. It shall be a condition to Closing for both Donee and Donor that Donee shall have obtained from an insurance carrier admitted to issue such policies in California and reasonably acceptable to both parties, a Pollution Legal Liability or similar insurance policy (**"Environmental Insurance Policy"**), naming both Donee and Donor as insured parties, in the amount of $10,000,000, with a term of at least 10 years and with premiums, coverage and terms reasonably acceptable to Donee and Donor and which shall include without limitation, coverage for expenses incurred for or in connection with the investigation, monitoring, removal, disposal, or remediation of Hazardous Materials to the extent required by the environmental regulatory agencies with appropriate jurisdiction. Donee and Donor shall each pay one-half of the cost of premiums for such Environmental Insurance Policy for the full ten-year term thereof. At Donee's election, Donee shall receive a credit toward the purchase price of the property described in Section 5.6 in the amount of Donor's share of the cost of premiums for the Environmental Insurance Policy. If Donee is unable to obtain a binder for an Environmental Insurance Policy reasonably acceptable to Donor and Donee within 30 days following the Effective Date, either party may terminate this Agreement upon written notice delivered to the other party on or prior to such date. In such event, Donor and Donee shall each pay one-half of Escrow Cancellation Charges, and neither party shall have further obligations hereunder except for the Surviving Obligations. Donor and Donee each hereby agree that

an Environmental Insurance Policy premium in the amount of $150,000 or less shall be deemed reasonable.

3.1.5 Hazardous Materials. The term "**Hazardous Materials**" when used in this Agreement shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Property, including, without limitation, any and all Environmental Laws including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395.15), and the Hazardous Waste Control Law (Health and Safety Code sections 25100-25250.25) and any related or successor statute. "Hazardous materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum and petroleum fractions, whether or note defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule or regulation.

3.1.6 Environmental Laws. The term "**Environmental Laws**" when used in this Agreement shall mean all present and future federal, state or local laws, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to the environment or to any Hazardous Substance, including without limitation the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act ("CERCLA"), the Toxic Substances Control Act, the Safe Drinking Water Act, the Federal Water Pollution Control Act (the "Clean Water Act"), the Clean Air Act, the Emergency Planning and Community Right-to-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Noise Control Act, the Radon Indoor Air Quality Research Act, and the National Environmental Policy Act (Environmental Impact Statement), and any similar comparable California statutes and regulations including but not limited to the Underground Storage of Hazardous Substances Act, California Health and Safety Code § 25280 et seq., Hazardous Substance Account Act, California Health and Safety Code § 25300, et seq., the Hazardous Waste Control Law, California Health and Safety Code § 25100, et seq., the Medical Waste Management Act, California Health and Safety Code § 25015, et seq., the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code § 24249.5 et seq., and the Porter-Cologne Water Quality Act, California Water Code § 13000, et seq., in each case, as amended, with implementing rules and regulations, and the Occupational Safety and Health Act of 1970, as amended, and any related or successor laws.

3.2 Inspections. Subject to this Section below, until the earlier to occur of the expiration of the Feasibility Review Period or termination of this Agreement, Donee and Donee's Representatives shall have the right to enter upon the Property to inspect the Property and to conduct tests and investigations at Donee's sole cost and expense. All activities of Donee and Donee's agents, employees, consultants, contractors and representatives (collectively "**Donee's Representatives**") shall be done in a manner that does not interfere with or disturb the rights of any tenants or other occupants of the Property. Donee shall deliver to Donor, without charge therefor, the results and copies of any and all nonproprietary surveys, reports, tests, studies or assessments made by or for Donee no later than five (5) days following Donee's receipt of the same. Donee shall give Donor at least two (2) business days prior notice of Donor's desire to enter the Property. If this Agreement terminates for any reason without Close of Escrow having occurred, then Donee shall promptly return to Donor all materials delivered by Donor to Donee and deliver to Donor copies of all non-proprietary studies, tests and reports relating to the physical condition of the Property prepared by third party consultants for Donee to the extent not previously delivered to Donor. The immediately

preceding sentence shall survive the termination of this Agreement. All entry onto and inspections of the Property shall be subject to the following:

(a) The persons or entities performing work for the Donee shall have obtained all required licenses and permits for performing relevant tests on the Property prior to performing any tests on the Property. Prior to entry onto the Property to perform any tests or other due diligence investigations pursuant to this Agreement, Donee shall submit to Donor a description of the work to be performed for Donor's approval, such approval not to be unreasonably withheld, conditioned or delayed. The description of work shall include at a minimum, as it relates to physical testing, the location of any proposed borings or sampling, the sampling and analytical methods to be used, the chemical parameters and other conditions to be tested, the health and safety plan to be followed, and the measures to be taken to restore the affected areas to pre-existing conditions following completion of the investigation. Donee shall, at its sole cost and expense, obtain any and all permits and approvals required from applicable governmental agencies prior to commencing any soil and/or groundwater sampling that is part of Donee's environmental investigation. Donor shall have the right, at Donor's expense to take split samples or verification samples from any soil or groundwater sampling conducted by Donee in the course of its environmental investigations. If any reports, studies, tests, documents or information applicable to the environmental condition of the Property arising out of an environmental investigation are required to be disclosed to a federal, state or local agency or governmental body, then Donee agrees that prior to the Close of Escrow, Donor shall be the party to furnish such documentation to the applicable governmental agency having jurisdiction over the Property and neither Donee nor its agents, employees or environmental consultants shall furnish such information to the applicable governmental agencies prior to Close of Escrow unless required to do so by law, regulation or court order. If Donee is required by law, regulation or court order to furnish such information or any other information to governmental agencies or third parties, then to the extent Donee can, without violating any legal or regulatory requirement or court order, Donee shall provide prior notice of its intention to furnish such information, Donee shall provide reasonable prior notice of same to Donor and afford Donor the opportunity to make comments, pose questions and offer recommendations in connection with the information and proposed communications. If there is a demand for such information generated by an environmental investigation by a governmental agency or by legal process issued by a court of competent jurisdiction, Donee shall promptly provide notice of such demand to Donor and afford Donor an opportunity to provide any objections or defenses to such demand. Donor shall also be afforded a reasonable opportunity to participate in all meetings and other communications with any governmental agencies which relate to Hazardous Materials.

(b) Prior to entry onto the Property to perform any tests or other due diligence investigations pursuant to this Agreement, each of Donee's third party consultants and contractors shall have obtained a policy or policies of commercial general liability insurance providing for a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and aggregate, covering liability to property or persons for such consultant's or contractor's activities on or about the Property, and naming Donor as an additional insured. Proof of the required insurance, reasonably acceptable to Donor, shall be delivered to Donor prior to any entry onto the Property by Donee or Donee's Representatives.

(c) Donor shall have the right, at Donor's sole cost and expense, to have one (1) or more representatives of Donor accompany Donee and Donee's Representatives while they are on the Property pursuant to this Agreement.

(d) If the Property is damaged in connection with any of Donee's activities pursuant to this Agreement, Donee, at Donee's sole cost and expense, shall immediately repair such damage and restore the Property to its condition existing immediately prior to such activities. Until restoration is complete, Donee shall take all steps necessary to ensure that any conditions on the Property created by Donee's activities do not create any dangerous or unhealthy conditions on the Property. All such restoration activities shall be done in a manner that does not interfere with or disturb the rights of any tenants or other occupants of the Property. The obligations described in this Section 3.2(d) shall survive the termination of this Agreement.

(e) Donee shall indemnify, defend (with counsel reasonably acceptable to Donor) and hold harmless Donor for, from and against any and all Claims and Liabilities to the extent arising out of any entry or activities on the Property by Donee or Donee's Representatives, but specifically excluding Claims and Liabilities relating to the results of Donee's inspections or investigations or the acts of Donor or Donor's agents, employees, consultants, contractors or representatives. The indemnity, defense and hold harmless obligations contained in this Section 3.2(e) shall survive Close of Escrow or sooner termination of this Agreement.

3.3 Property Materials. No later than five (5) business days following the Effective Date and continuing throughout the Feasibility Review Period, Donor shall make available to Donee for Donee's review the following documents relating to the Property to the extent currently in Donor's possession or control (such documents being collectively, the "**Property Materials**"): (i) all soils, groundwater and environmental reports and engineers' and consultants' plans, reports and studies relating to the physical condition of the Property; (ii) any final and as-built plans and specifications; (iii) any permits, licenses or other governmental approvals relating to the Property, (iv) any notices of violation of laws, if any, from any governmental or quasi-governmental entities related to the Property, (v) other correspondence and notices from any governmental entities related to the Property, (vi) any and all leases affecting the Property; (vii) any and all Contracts affecting the Property which will survive the Closing, and (viii) all other material information relating to the condition of the Property and its management and operation, including without limitation and to the extent applicable to the Property, repair and maintenance records, tax information, rent roll, utility and service statements.

The Property Materials shall be available for review by appointment during normal business hours on business days at 1327 65th Street, Sacramento, California. Donee shall have the right to remove the Property Materials from such location for purposes of making copies thereof at Donee's cost, which copies Donee may take and use off site. Donee understands, acknowledges and agrees that Donor does not make any representation or warranty (and specifically disclaims any express or implied warranty) as to the accuracy or completeness of the Property Materials or any other materials provided to Donee or as to the ability of Donee or any other party to rely thereupon, except as expressly provided in this Agreement. Donor shall not have any liability to Donee or any of its property managers, officers, employees, agents, affiliates and representatives in any manner arising from the use of or reliance on the Property Materials by Donee or its property managers, officers, employees, agents, affiliates and/or representatives; provided, however, the foregoing exculpation shall not apply to the breach of any representations and warranties made by Donor in Article 8, and shall further not apply to any liability arising from any fraud on the part of Donor or Donor's agents or employees. Donee further acknowledges and agrees that it shall be solely Donee's responsibility to conduct investigations of the Property to determine the presence or existence of any hazardous materials, toxic substances and similar contaminants and pollutants and to otherwise determine the physical condition and other aspects of the Property.

ARTICLE 4
TITLE TO PROPERTY; LEASES; CONTRACTS

4.1 Title Policy. Prior to the expiration of the Feasibility Review Period (defined in Section 5.2), Donee shall have completed its review of all title matters affecting the Property to the extent desired by Donee and shall obtain whatever assurances and/or commitments it desires from First American Title Insurance Company (the "**Title Company**") or such other title company reasonably acceptable to Donee and Donor, as to title matters and the title insurance policy which Donee desires Title Company to issue to Donee at the Closing ("**Title Policy**"). At Closing Donor shall convey to Donee fee simple title to the Property by grant deed substantially in the form attached hereto as **Exhibit B** (the **"Grant Deed")**, subject only to the following (collectively "**Permitted Exceptions**"):

a. A lien to secure payment of real property taxes and assessments not yet due and payable;

b. Matters affecting the condition of title created or permitted to be created by or with the written consent of Donee;

c. Standard exceptions in an owner's CLTA title insurance policy (or if Donee elects to obtain an ALTA title insurance policy then standard exceptions in an owner's ALTA title insurance policy);

d. Any other exception existing as of the Closing which has been approved by Donee in writing or which has been deemed approved pursuant to this Agreement.

4.2 ALTA Coverage. Donee, at its option and at its sole cost and expense, shall have the right to obtain ALTA extended title insurance coverage in lieu of standard CLTA coverage, provided, however, that the failure to obtain such extended coverage shall not be a condition to nor delay the Close of Escrow beyond the Closing Date established pursuant to Section 7.2.1 below. If Donee elects to obtain an ALTA survey, it shall be at Donee's sole cost and expense.

4.3 Donor's Agreement Not To Encumber. Donor agrees during the term of this Agreement not to create or permit any third party to create any title exceptions or otherwise encumber the Property without Donee's consent, which consent shall not be unreasonably withheld. Failure of the Title Company to issue the Title Policy at Closing shall not be a default by Donor (except to the extent that the Title Company is prevented from issuing the required Title Policy due to Donor's breach of its obligations pursuant to this paragraph above); provided, however, that issuance of the Title Policy shall be a condition to Donee's obligation to accept the Property, and if such condition is not satisfied at Closing then Donee may terminate this Agreement.

4.4 Leases. Without limiting the generality of Section 4.3, Donor shall not enter into any lease, rental agreement, license, or easement agreement affecting the Property nor permit any occupancy of the Property prior to Close of Escrow without Donee's prior written consent which consent shall not be unreasonably withheld. Donor shall deliver to Donee no later than three (3) business days following the Effective Date a copy of all leases, rental agreements, licenses, easement agreements or similar agreements affecting the Property (unless such agreements have been provided to Donee by the Title Company).

4.5 Contracts. Donor shall not enter into any new service or supply contracts for the Property which cannot be terminated without cost on thirty (30) days' notice and which would

survive the Closing nor amend any existing Contracts, without Donee's written consent, such consent not to be unreasonably withheld. Any new service or supply contact approved by Donee shall constitute a part of the "Contracts" as defined in this Agreement. To the extent the Contracts have not expired or been terminated as of the Closing Date, subject to Donee's consent, such Contracts shall be assigned to and assumed by Donee at the Closing pursuant to an Assignment and Assumption of Contracts substantially in the form attached as an exhibit to the Purchase Agreement (defined in Section 5.6). Donor shall deliver to Donee no later than three (3) business days following the Effective Date a copy of all Contracts affecting the Property or any part thereof.

ARTICLE 5
DONEE'S CONDITIONS TO CLOSING

The following are conditions precedent to Donee's obligation to accept the Property, which conditions precedent are solely for the benefit of Donee and subject to unilateral waiver by Donee. Failure of any of the following conditions shall entitle Donee to terminate this Agreement.

5.1 Approval of Title.

(a) Within five (5) business days following the Effective Date, or as soon thereafter as Title Company can practicably provide such documents, Donee shall obtain a preliminary title report prepared by Title Company and any documents listed therein as exceptions, to the extent desired by Donee. If Donee desires an ALTA survey, it shall also obtain one during the Feasibility Review Period at its sole cost. Not later than 5:00 p.m. California time on the tenth (10th) business day following the Effective Date (**"Donee's Title Review Period"),** Donee shall deliver written notice to Donor (**"Donee's Title Notice"**) of all title matters affecting the Property disapproved by Donee in Donee's sole and absolute discretion (**"Disapproved Items"**). Donee's failure to deliver Donee's Title Notice before expiration of Donee's Title Review Period shall be deemed to be Donee's approval of all existing title matters. Notwithstanding anything to the contrary contained herein, if Title Company has not delivered an updated Preliminary Title Report for the Property, together with underlying documents for all exceptions listed therein prior to 5:00 p.m. P.S.T. on the fifth (5th) business day following the Effective Date, Donee's Title Review Period shall be extended by one business day for each day of such delay. If Donee timely notifies Donor of Disapproved Items, Donor shall advise Donee, within five (5) business days thereafter, whether Donor will attempt to remove any Disapproved Items prior to the Closing Date. If Donor fails to notify Donee of Donor's election within the time period described in the prior sentence, Donor shall be deemed to have elected not to attempt to remove any Disapproved Exceptions. If Donor fails to elect to attempt to remove any Disapproved Items, Donee shall have the option of either (i) waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow, or (ii) terminating this Agreement. If Donee fails to notify Donor of its election within 10 business days after Donee's receipt of a notice from Donor that Donor will not attempt to remove the Disapproved Items, Donee shall be deemed to have elected to terminate this Agreement. If Donor timely advises Donee that it will attempt to remove any Disapproved Items prior to the Closing Date, but some or all of such Disapproved Items are not cured or deleted as exceptions to title on or before the Closing Date, Donee shall have the option of either (i) waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow, or (ii) terminating this Agreement. Donee's failure to instruct Escrow Holder to proceed with the Closing shall be deemed to be Donee's election to terminate this Agreement pursuant to the prior sentence. The procurement by Donor of a commitment for the issuance of the Title Policy, or an endorsement thereto, reasonably acceptable to Donee insuring Donee against any Disapproved Item, shall be deemed a cure by Donor of such Disapproved Item. In no event shall Donor's failure to cure or cause the deletion as exceptions to the Title Policy any

Disapproved Items be deemed to be a breach of this Agreement by Donor (except as expressly provided in Section 4.3 above).

(b) If, following expiration of Donee's Title Review Period a new encumbrance is created against the Property which did not exist prior to expiration of Donee's Title Review Period or which was not listed as an exception on the preliminary title report obtained by Donee pursuant to Section 5.1, and was not caused by Donee's acts or omissions or those of Donee's Representatives, Donee shall have the right to object (in Donee's sole and absolute discretion) to such new encumbrance by giving written notice of objection to Donor within five (5) days after Donee becomes aware of such new encumbrance or prior to the then scheduled Close of Escrow, whichever is sooner. If such new encumbrance is objected to within the required time period and is not cured or deleted as an exception to title within twenty five (25) days after Donor is first notified by Donee of such objectionable title matter or prior to the then scheduled Close of Escrow, whichever is sooner, Donee shall have the option of either (i) waiving its disapproval of the objectionable item and proceeding to the Close of Escrow, or (ii) terminating this Agreement, in which event the provisions of Section 5.1(c) shall govern. Donee's failure to instruct the Escrow Holder on or before the Closing to proceed with the Closing shall be deemed Donee's election to terminate this Agreement. The procurement by Donor or Donee of a commitment for the issuance of the Title Policy, or an endorsement thereto, reasonably acceptable to Donee insuring Donee against such new encumbrance shall be deemed a cure by Donor of such new encumbrance. In no event shall Donor's failure to cure or delete any exceptions to the Title Policy be deemed to be a breach of this Agreement by Donor (except as expressly provided in Section 4.3 above).

(c) If this Agreement is terminated pursuant to this Section 5.1, each party shall pay one-half (1/2) of the Escrow Cancellation Charges (defined below) and neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations). The term "**Escrow Cancellation Charges**", as used in this Agreement shall mean the costs accrued and charged by Escrow Holder and the Title Company for the cancellation of Escrow and the preparation of a preliminary title report for the Property.

5.2 Feasibility Review. Provided that Donor has provided the Property Materials to Donee within five (5) days following the Effective Date pursuant to Section 3.3, or has otherwise provided Donee with access to the Property Materials pursuant to Section 3.3, Donee shall have approved, in its sole and absolute discretion, not later than 5:00 p.m. California time on the forty-fifth (45th) day following the Effective Date (the **"Feasibility Review Termination Date"**) all matters relating to the Condition of the Property and the feasibility of Donee's development plan therefore (other than title matters, which shall be governed by Section 5.1 above). The period commencing on the Effective Date and terminating on the Feasibility Review Termination Date is hereafter referred to as the **"Feasibility Review Period"**). If Donor fails to provide the Property Materials or access thereto within the time specified in this Section, then the Feasibility Review Period shall be extended by one business day for each day of delay.

Donee may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Donee's disapproval of the condition of the Property, including without limitation the environmental condition of the Property or its suitability for Donee's intended use. If Donee fails to notify Donor of Donee's approval or disapproval by written notice delivered to Donor, on or before expiration of the Feasibility Review Period, Donee shall be deemed to have disapproved the condition of the Property and to have elected to terminate this Agreement. If this Agreement is terminated pursuant to the foregoing provisions of this Section 5.2 prior to expiration of the Feasibility Review Period, each party shall pay one-half the Escrow Cancellation

Charges, and neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.3 Intentionally omitted.

5.4 Compliance by Donor. It is a further condition to Donee's obligation to accept the Property that on the Closing Date, Donor shall not be in material default of Donor's obligations under this Agreement, and that all of Donor's representations and warranties set forth in this Agreement continue to be true, correct and unchanged in all material respects as of the Close of Escrow. If Donee terminates this Agreement for failure of the condition described in this Section 5.4, Donor shall pay the Escrow Cancellation Charges, and neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.5 Absence of Adverse Events. It is a further condition to Donee's obligation to accept the Property that on the Closing Date there shall be an absence of any events that, as reasonably determined by Donee, materially and adversely affect the Property and/or Donee's planned uses of the Property. Following termination of this Agreement for failure of the conditions described in this Section 5.5, neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.6 Simultaneous Close Contingency. It is a further condition to Donee's obligation to accept the Property that on the Closing Date, concurrently with Donor's conveyance of the Property to Donee, Donor shall also sell and convey to Donee the real property known as Sacramento County Assessor's parcel numbers 072-0260-036, 072-0260-038, 072-0260-039, 072-0260-040, and 072-0260-041 pursuant to that certain Purchase and Sale Agreement dated as of the date hereof and executed by Donee as "Buyer" and Donor as "Seller" (the **"Purchase Agreement").**

5.7 Intentionally omitted.

ARTICLE 6
DONOR'S CONDITIONS TO CLOSING

It is a condition precedent to Donor's obligation to convey the Property that on the Closing Date (i) Donee shall not be in material default of Donee's obligations under this Agreement, and (ii) Donee's representations and warranties set forth in Section 8.2 made as of the Effective Date continue to be true, correct and unchanged in all material respects as of the Close of Escrow. It is a further condition to Donor's obligation to convey the Property that on the Closing Date, concurrently with Donor's conveyance of the Property to Donee, Donor shall also sell, and Donee shall purchase, the real property known as Sacramento County Assessor's parcel numbers 072-0260-036, 072-0260-038, 072-0260-039, 072-0260-040, and 072-0260-041 pursuant to the Purchase Agreement.

The conditions precedent described in this Article 6 are solely for the benefit of Donor and can be unilaterally waived by Donor.

ARTICLE 7
OPENING AND CLOSING OF ESCROW

7.1 Opening of Escrow and Escrow Instructions. Not later than two (2) business days after the Effective Date, Donee shall open escrow for this transaction (**"Escrow"**) with First American Title Company located at 1610 Arden Way, Suite 190, Sacramento, CA 95815 **("Escrow Holder")** or such other title company as mutually agreed upon by the parties.

7.2 Closing.

7.2.1 Closing Date. The consummation of the transaction contemplated by this Agreement and recording of the Grant Deed (the "**Closing**" or "**Close of Escrow**") shall occur and delivery of all items to be made at the Closing under the terms of this Agreement shall occur concurrently with the close of escrow for the purchase and sale of the property described in Section 5.6, unless the parties mutually agree otherwise in writing.

7.2.2 Failure to Close. If the Closing does not occur on or before the date (the "**Closing Date**" established pursuant to Section 7.2.1, then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party shall have any further obligations hereunder (other than the Surviving Obligations, and except as provided in this Section relating to reservation of rights against a defaulting party) and all documents and other instruments shall be returned to the party depositing the same into Escrow. If neither party is in default, then the Escrow Cancellation Charges shall be shared equally between Donee and Donor, unless otherwise expressly provided in the Agreement. If only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire Escrow Cancellation Charges. Except as otherwise provided for in Section 2.4 of this Agreement, the termination of this Agreement and cancellation of the Escrow, as provided herein, shall be without prejudice to whatever legal rights, as said rights may be limited by the terms contained in this Agreement, that Donee or Donor may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall be instructed to close the Escrow as soon as possible.

7.3 Deliveries by Donor. Within sufficient time to allow Close of Escrow to occur on the Closing Date, Donor shall deposit with Escrow Holder the following items:

7.3.1 Grant Deed. The Grant Deed duly executed by Donor with signatures notarized for recording.

7.3.2 Transfer Tax Letter. A Transfer Tax Statement duly executed by Donor. Escrow Holder shall request that the amount of the documentary transfer tax due (if any) be shown on a separate paper and affixed to the Grant Deed by the County Recorder after the permanent record is made.

7.3.3 Non-Foreign Status Certificate. A Non-Foreign Status Certificate pursuant to Internal Revenue Code section 1445.

7.3.4 California Form 593 W. A California Form 593W to the extent applicable to Donor.

7.3.5 Assignment of Leases. If applicable, three (3) counterpart originals of an Assignment and Assumption of Leases substantially in the form of Exhibit C to the Purchase Agreement, duly executed by Donor.

7.3.6 Assignment of Contracts. If Applicable, three (3) counterpart originals of an Assignment and Assumption of Contracts substantially in the form of Exhibit D to the Purchase Agreement, duly executed by Donor.

7.3.7 Funds. A sum equal to Donor's share of the prorations and costs of Escrow which are required pursuant to this Agreement.

7.3.8 Other Documents. Originals of all assigned Contracts, originals of all assigned Leases, all licenses and permits for the improvements located on the Property, all security deposits paid by tenants (if any), any letters of credit held by Donor under any lease affecting the Property, such evidence as Donee's counsel or the Title Company may require as to the authority of the person(s) executing documents on behalf of Donor, and all leasing and property files and records for the Property, including those maintained by the property manger for the Property, and such other documents, instruments, data, records, correspondence and agreements which Donor is obligated to provide to Donee pursuant to this Agreement which have not previously been delivered. Donor shall cooperate with Donee in order to effect the transfer to Donee of any letters of credit held by Donor under any leases affecting the Property and to substitute Donee as the beneficiary under such letters of credit.

7.4 Deliveries by Donee. Within sufficient time to allow Close of Escrow to occur on the Closing Date, Donee shall deposit with Escrow Holder the following items:

7.4.1 Funds. Within sufficient time to allow Close of Escrow to occur on the Closing Date, Donee shall deposit with Escrow Holder a sum equal to Donee's share of the prorations and costs of Escrow which are required pursuant to this Article to close Escrow, less any sum payable by Donor pursuant to Section 3.1.4 or otherwise pursuant to this Agreement.

7.4.2 Assignment of Leases. If applicable, three (3) counterpart execution originals of the Assignment of Leases, duly executed by Donee.

7.4.3 Assignment of Contracts. If applicable, three (3) counterpart execution originals of the Assignment of Contracts, duly executed by Donee.

7.4.4 Certificate of Acceptance. A duly executed and acknowledged Certificate of Acceptance substantially in the form attached hereto in Exhibit B.

7.4.5 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for hereunder which have not been previously delivered.

7.5 Other Instruments. Donor and Donee shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the conveyance of the Property in accordance with the terms of this Agreement, including without limitation escrow instructions consistent with this Agreement.

7.6 Prorations. All revenues and expenses of the Property, including without limitation real property taxes, special taxes, assessments and utility fees and/or deposits, shall be prorated and apportioned between Donee and Donor as of 12:01 a.m. on the Closing Date, so that Donor bears all

expenses with respect to the Property, and has the benefit of all income with respect to the Property, through and including the date immediately preceding the Closing Date. Donor and Donee hereby agree that any of the aforesaid prorations which cannot be calculated accurately as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates, and shall be recomputed sixty (60) days after the Closing Date or as soon thereafter as is reasonably practical. Either party owing the other party a sum of money based on such subsequent proration adjustment shall promptly pay said sum to the other party, and, if payment is not made within ten (10) business days after delivery of a bill therefor, shall pay interest thereon, at the lesser of the rate of ten percent (10%) per annum or the highest rate that a party is allowed to contract for by law, from date of delivery of the bill to the non-paying party to the date of payment.

7.7 Special Taxes, Bonds or Assessments. If, at the time of Closing, any portion of the Property is affected by an assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien, then such installment shall be prorated as of midnight of the day preceding the Close of Escrow. All installments not yet due whether or not the same have been prepaid shall be prorated as of midnight of the day preceding the Close of Escrow. Any prepaid assessments made in advance of the due date shall be credited to Donor.

7.8 Costs and Expenses. Subject to any other allocation of costs and expenses set forth in this Agreement, in the event the Closing does occur, the costs and expenses of Escrow upon Close of Escrow shall be allocated as follows: Donor shall pay all of the County transfer taxes applicable to the conveyance, and one-half of the escrow and recording fees. Donee shall pay the premium for the Title Policy and one-half of the escrow and recording fees. Donee and Donor shall each pay one-half (1/2) of the city transfer taxes applicable to the conveyance. All other costs and charges of the Escrow shall be shared by Donee and Donor.

7.9 Intentionally omitted.

7.10 Delivery of Documents. Immediately following the Close of Escrow, Escrow Holder shall deliver all instruments and documents as follows:

(a) Escrow Holder shall deliver to Donor:

(i) A copy of the Grant Deed executed by Donor, showing recording information, and certified by the Escrow Holder as being a true and complete copy of the Grant Deed recorded in the Official Records;

(ii) A copy of the Transfer Tax Letter, Non-Foreign Status Certificate, and California Form 593-W;

(iii) An original of the Assignment of Leases (if applicable) and an original of the Assignment of Contracts (if applicable); and

(iv) A copy of all other documents deposited into Escrow.

(b) Escrow Holder shall deliver to Donee:

(i) A copy of the Grant Deed signed by Donor, showing recording information, and certified by the Escrow Holder as being a true and complete copy of the Grant Deed recorded in the Official Records, with original to follow;

(ii) A copy of the Transfer Tax Letter, Non-Foreign Status Certificate, and California Form 593-W;

(iii) the Title Policy;

(iii) An original of the Assignment of Leases (if applicable) and an original of the Assignment of Contracts (if applicable); and

(iv) A copy of all other documents deposited into Escrow.

7.11 Supplemental Taxes. Donor and Donee acknowledge that the Property may be subject to supplemental taxes due as a result of change of ownership taking place through this Escrow. Any supplemental taxes due to events occurring prior to the Closing shall be prorated as of the date of Closing. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this Escrow.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Representations and Warranties of Donor. Donor and each partner thereof hereby represent and warrant to Donee as of the date of this Agreement and as of the Closing Date as follows, and Donor hereby covenants to inform Donee in writing of any material change affecting any of the following prior to the Close of Escrow. In this Article 8, each use of the term "Donor" shall mean Donor, and each general partner of Donor, and each general partner of Geremia Bros., a California general partnership.

(i) Organization. Kilgore Business Park, a California general partnership is a duly organized California general partnership with the authority to own and convey the Property.

(ii) Enforceability. This Agreement and all documents executed by Donor in connection with the transactions contemplated by this Agreement are (provided Donee has duly executed those documents requiring Donee's signature) legal, valid, and binding obligations of Donor, do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Donor is a party or to which Donor or the Property is subject; and do not and at the time of Closing will not require the consent, approval or authorization of any other person.

(iii) Material Documents. The Property Materials made available for Donee's review by Donor or delivered to Donee are true and complete copies of all such documents in the possession or control of Donor. The Property Materials are all of the material documents in the possession or control of Donor that affect the Property.

(iv) Natural Hazard Disclosure. Except as disclosed in the reports prepared by or for Donor which will be made available for review as part of the Property Documents as described in Section 3.3 (collectively the "**Natural Hazard Disclosure Report**") or any of the other Property Materials, Donor has no knowledge that the Property is located within one of the natural hazard disclosure zones referred to in the Natural Hazard Disclosure Report.

(v) Leases. No leases, rental agreement or month-to-month tenancies affect the Property and that there are no occupants or tenants in possession of the Property.

(vi) Contracts. Except as disclosed to Donee, there are no Contracts affecting the Property to which Donor is a party. The copies of such Contracts delivered to Donee by Owner are true and correct copies of such documents in Owner's possession. As of the Effective Date, Owner has no knowledge of any defaults under the Contracts.

(vii) Use. Donor has not received notice of any violation of building codes, environmental, zoning or land use laws, subdivision laws, or any other local, state or federal law, regulation, code or ordinance applicable to the Property.

(viii) Environmental. To the best of Donor's knowledge, except as disclosed in the Property Materials, neither the Property nor any adjoining property is in violation of any local, state, or federal law, ordinance, regulation, or requirement (including without limitation Environmental Laws) relating to industrial hygiene, environmental conditions, Hazardous Materials, toxic materials or wastes or other similar materials or wastes, and Donor has not received notice of any governmental inquiry or proceeding with respect thereto. To the best of Donor's knowledge, except as disclosed in the Property Materials, neither Donor nor any tenant or other third party (including, without limitation, prior owners or operators of the Property and adjacent landowners) has used, generated, manufactured, produced, kept, stored, refined, transported, released, discharged or disposed of radioactive materials or wastes, Hazardous Materials or wastes, toxic materials or wastes (including, without limitation, asbestos containing materials and PCBs), or other similar materials or wastes, on, under, over or about the Property. To the best of Donor's knowledge, except as disclosed in the Property Materials, there are no underground storage tanks located on, under, or about the Property.

(ix) Litigation. Donor has not initiated, nor has Seller been served with any notice of litigation pending or threatened against Donor, nor, to the best of Donor's knowledge is there any basis therefor, that arises out of the ownership of the Property, or that detrimentally affects or might detrimentally affect (i) the use or operation of the Property for its present or intended purpose, (ii) the value of the Property, or (iii) the ability of Donor to perform its obligations under this Agreement.

The representations and warranties set forth in this Article 8 are based upon the actual knowledge of Donor with no duty to investigate, and shall survive the Closing only for a period of two (2) years, and no action or proceeding thereon shall be valid or enforceable, at law or in equity or otherwise, if a legal action or proceeding is not commenced within such two-year period. If prior to the Closing, Donee obtains actual knowledge that any representation or warranty set forth in this Article 8 is inaccurate and Donee nonetheless proceeds with the Closing neither Donor nor any Owner shall have any liability for any such matters regarding which Donee had knowledge prior to the Closing.

8.2 Representations and Warranties of Donee. Donee hereby represents, warrants and covenants to Donor as of the date of this Agreement and as of the Close of Escrow, and which shall survive Close of Escrow, as follows:

8.2.1 Organization: Donee is a municipality duly organized and validly existing and qualified to enter into and perform this Agreement.

8.2.2 Enforceability. This Agreement and all documents executed by Donee which are to be delivered to Donor at the Closing are, provided Donor has duly executed those documents requiring Donor's signature, legal, valid, and binding obligations of Donee, do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Donee is a party

or to which it is subject, and do not and at the time of Closing will not require the consent, approval or authorization of any other person.

8.2.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Donee.

8.3 Mutual Representations and Covenants, Brokers and Finders. Each party to this Agreement represents and warrants to the other that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Agreement that would entitle any such party to a fee or commission in connection with the conveyance of the Property. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Donor, if such claim is based upon any agreement alleged to have been made by Donor, hereby agrees to indemnify and defend with counsel reasonably acceptable to Donee and hold Donee and Donee's affiliates, its and their officers, agents, servants, employees, successors and assigns harmless against any and all Claims and Liabilities which Donee may sustain or incur by reason of such claim. On the other hand, in the event of a claim for brokers fee then the provisions of this Section shall survive the Close of Escrow or termination of this Agreement.

ARTICLE 9
CONDEMNATION AND CASUALTY

9.1 Condemnation. If, prior to the Close of Escrow, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any portion of the Property, Donee shall have the right to terminate this Agreement. With respect to any condemnation occurring after the Effective Date and if, as a result thereof, Donee has not terminated this Agreement, then the net proceeds of condemnation awards payable to Donor by reason of such condemnation of the Property shall be paid to Donee (to the extent received by Donor as of the Close of Escrow) or shall be assigned to Donee (to the extent not received by Donor as of the Close of Escrow) upon the Close of Escrow.

9.2 Casualty. If, prior to the Close of Escrow, any improvements on the Property are damaged by fire, flood, earthquake or any other casualty, Donee shall have the right to terminate this Agreement. With respect to any casualty occurring after the Effective Date and if, as a result thereof, Donee has not terminated this Agreement, then any insurance proceeds payable to Donor by reason of such casualty shall be credited to Donee (to the extent received by Donor as of the Close of Escrow) or shall be assigned to Donee (to the extent not received by Donor as of the Close of Escrow) upon the Close of Escrow.

ARTICLE 10

Intentionally omitted.

ARTICLE 11
MISCELLANEOUS

11.1 Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement.

11.2 Satisfaction or Waiver of Contingencies. The consummation of the Closing shall be conclusive evidence that the contingencies and conditions to Closing have been fully satisfied or waived. Upon the Closing, Donee shall be deemed to have waived any breach by Donor under this Agreement, except for (i) any fraud by Donor, (ii) any material breach of a representation or warranty set forth in Article 8 unless Donee was aware of such breach as of the Closing, or (iii) any breach of a covenant, representation or warranty that is intended by the express terms of this Agreement to survive the Closing.

11.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, executors, trustees, administrators and assigns, except that Donee's interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise without Donor's consent, which consent shall not be unreasonably withheld, and provided that at least fifteen (15) days prior to the then schedule Closing Date Donee has given Donor written notice of the assignment (including the full legal name and address of the proposed assignee and other information necessary for an alternate set of closing documents to be prepared and executed naming the proposed assignee), together with a fully executed original of the assignment. Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and shall be a default by Donee hereunder. Notwithstanding the foregoing, any assignment shall not relieve Donee from any of its obligations under this Agreement, including without limitation all of Donee's indemnification, defense and hold harmless obligations under this Agreement (whether accruing before or after Closing), all of which shall survive the Close of Escrow or sooner termination of this Agreement, and as to which Donee shall remain jointly and severally liable with any assignee of Donee before and after Close of Escrow.

11.4 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right to subrogation or action over or against any party to this Agreement.

11.5 Entire Agreement. This Agreement together with the Exhibits attached hereto and incorporated herein by this reference, constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

11.6 Amendment. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the party to be bound.

11.7 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.8 Timeliness. Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

11.9 Notices. Any notice or other communication required or permitted to be given under this Agreement ("**Notices**") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; (iii) delivered by certified mail, return receipt requested and deposited

in the U.S. Mail, postage prepaid; or (iv) delivered by telecopy. Telecopy notices shall be deemed received upon transmission during regular business hours, (i.e. Monday through Friday between 8:00 a.m. and 5:00 p.m., California time, legal holidays observed in California excepted) or otherwise on the next business day, and provided that a copy of such notice is forwarded by United States Mail or reputable overnight courier no later than the first business day following the day that the facsimile transmission occurs. Non-telecopy notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day after deposit with a reputable overnight courier as evidenced by a receipt of deposit; or (ii) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Donor:	Geremia Bros., a general partnership c/o Anthony Geremia 1327-65th Street Sacramento, California 95826 Richard G. Stewart 5125 Romero Way Fair Oaks, California 95628 Willard E. Overholtzer 10901 Folsom Boulevard, Suite C Rancho Cordova, CA 95670
With a copy to:	Glen C. Shea, Esq. 11341 Gold Express Drive, Suite 110 Gold River, CA 95670 Telephone (916) 638-5566 Fax: (916) 631-8188
If to Donee:	William Thomas Chief Financial Officer City of Rancho Cordova 3121 Gold Canal Drive Rancho Cordova, California 95670 Telephone (916) 942.0266 Fax: (916)
With a copy to:	City Attorney, City of Rancho Cordova c/o Meyers, Nave, Riback, Silver & Wilson 555 12th Street, Ste. 1500 Oakland, California 94607

Telephone (510) 808-2000
Fax: (510) 444-1108

11.10 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Any action or proceeding brought by any party in which this Agreement is subject, shall be brought in the County of Sacramento, California.

11.11 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

11.12 Invalidity. Any provision of this Agreement which is invalid, void, unenforceable or illegal, shall not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement shall remain in full force and effect.

11.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.14 Number and Gender. When required by the context of this Agreement, each number (singular and plural) shall include all numbers, and each gender shall include all genders.

11.15 Recording. Neither this Agreement nor any memorandum thereof shall be recorded by the parties.

11.16 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, and deliver such further instruments as may be reasonably necessary or desirable to accomplish the intent and purpose of this Agreement, provided that the party requesting such further action shall bear all costs and expenses related thereto.

11.17 Advice of Professionals. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

11.18 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

11.19 Recitals and Exhibits. The recitals set forth in this Agreement and in any Exhibit hereto are incorporated by reference and constitute a material part of this Agreement.

11.20 Professional Fees and Costs. If any legal or equitable action, arbitration, bankruptcy, reorganization, or other proceeding, whether on the merits, application, or motion, or otherwise is brought or undertaken to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the prevailing party or parties in such action or proceeding shall be entitled to recover reasonable attorneys' and other professionals' fees, court costs and other expenses incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party

reasonably incurs expenses. The provisions of this Section shall survive the Close of Escrow or the termination of this Agreement.

11.21 Confidentiality; Delivery of Documents. All written information, studies and reports relating to the Property obtained by Donee from Donor shall remain confidential prior to the Closing, except to the extent such information is required to be disclosed to a third party by law or by court order. If the transaction contemplated herein fails to close for any reason, Donee shall deliver and return to Donor, at no cost to Donor to the extent required to be returned pursuant to the other sections of this Agreement, copies of all Property Materials. Except as required by law, Donee agrees to cause anyone to whom Donee discloses any confidential information to keep same confidential, and to further keep the contents of this Agreement confidential. Except as required by law, Donee agrees that no publicity or press release to the general public with respect to this transaction shall be made by Donee or any third party to whom Donee discloses such information, without the prior written consent of Donor. Donee hereby agrees to indemnify and defend with counsel reasonably acceptable to Donor and hold Donor harmless against any and all Claims and Liabilities which Donor may sustain or incur by reason of Donee's breach of its obligations pursuant to this Section 11.21. Donor agrees that the foregoing confidential information may be disclosed to Donee's officers, members, managers, and employees, as well as to public officials in connection with its application for entitlements, as and as well as to Donee's outside legal counsel, accountants, advisors, consultants, and prospective lenders and investors. Donee, hereby covenants, represents and warrants that each of its members, managers, officers, employees, consultants, legal counsel, lenders and others to whom the Property Materials and other confidential information will be disclosed will be informed of the terms of this confidentiality provision and shall be directed to treat and maintain all such information in confidence subject to and in accordance with the terms of this confidentiality provision. The provisions of this Section shall survive the termination of this Agreement.

11.22 Not an Offer. The submission of this Agreement to Donee for review or signature does not constitute an offer to sell the Property to Donee or the granting of an option or other rights with respect to the Property to Donee. No agreement with respect to the conveyance of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Donor and Donee.

11.23 Intentionally omitted.

11.24 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

11.25 Intentionally omitted.

11.26 Business Day. Notwithstanding any other provision of this Agreement, if the due date of a party's obligation under this Agreement falls on a Saturday, Sunday or legal holiday observed in California, the due date for such performance shall be extended to the next business day.

11.27 Tax Deferred Exchange. Donor may consummate the conveyance of the Property as part of a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code, as amended. If Donor requests, Donee agrees to reasonably cooperate with Donor (including without limitation execution of documents reasonably requested by Donor), provided: (i) there shall be no delay in the Closing Date; (ii) Donor shall not be released from its obligations under this Agreement if the exchange fails for any reason, and Donor shall remain obligated to convey the Property in

accordance with this Agreement; (iii) Donor shall reimburse Donee for any fees and costs incurred by Donee as a result of Donor's exchange or attempted exchange, including without limitation costs and expenses of Donee's consultants; (iv) Donee shall not assume any additional liabilities or obligations including without limitation the acquisition of any property, or the assumption of any liability, as a result of the exchange or attempted exchange; and (v) Donor shall indemnify, defend and hold Donee harmless from and against all Claims and Liabilities resulting from the Donor's exchange or attempted exchange. Donee hereby disclaims any responsibility for the qualification for Donor's benefit of the transactions contemplated by this Agreement as a tax-deferred exchange under Internal Revenue Code Section 1031, as amended, and Donor agrees that Donee shall not be liable for any tax liability, interest or penalties arising thereunder by virtue of Donee's cooperation in the consummation of any such exchange or attempted exchange. None of Donor's representations and warranties provided hereunder and none of Donor's obligations that are intended to survive the Closing shall be affected by any assignment of this Agreement by Donor, and all such representations, warranties and obligations shall continue in effect for the benefit of Donee.

11.28 Intentionally omitted.

11.29 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The parties agree that a signed copy of this Agreement transmitted by one party to the other party(ies) by facsimile transmission shall be binding upon the sending party to the same extent as if it had delivered a signed original of the Agreement.

11.30 Back-up Offers. Until the Close of Escrow, Donor shall have the right to continue to present the Property for sale and accept "back-up" offers, subject to Donee's rights under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Gift Agreement as of the date first written above.

DONOR:

KILGORE BUSINESS PARK, a California general partnership

_____
Willard E. Overholtzer

_____
Richard G. Stewart

Geremia Bros., a California general partnership

By:_____
Anthony Geremia, partner

By:_____
Frank Geremia Jr., partner

By:_____
Mike Geremia, partner

DONEE:

CITY OF RANCHO CORDOVA, a municipal corporation

By:_____

Its: _____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A

LEGAL DESCRIPTION OF LAND

(Attach legal description.)

[Insert description.]

Sacramento County Assessor's Parcel Nos.:
072-0260-003
072-0260-037
072-0260-042

Exhibit B

FORM OF GRANT DEED

RECORDING REQUESTED BY and :
WHEN RECORDED MAIL TO:

City of Rancho Cordova

MAIL TAX STATEMENTS TO:

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KILGORE BUSINESS PARK, a California general partnership, ("**Grantor**"), hereby grants to City of Rancho Cordova, a municipal corporation, all of its right, title, and interest in that certain real property in the County of Sacramento, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein. This Grant Deed may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument

Dated: _____, 2005

GRANTOR

KILGORE BUSINESS PARK, a California general partnership

_____
Willard E. Overholtzer

_____
Richard G. Stewart

Geremia Bros., a California general partnership

By:_____
Anthony Geremia, partner

By:_____
Frank Geremia, Jr., partner

By:_____
Mike Geremia, partner

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2005, from Kilgore Business Park, a California general partnership ("**Grantor**"), is hereby accepted on behalf of the City of Rancho Cordova ("**City**") by its City Manager pursuant to authority conferred by Resolution No. _____, adopted by the City on _____, 20__, and that the City consents to recordation of the Grant Deed by its duly authorized representative.

Dated _____, 2005

CITY OF RANCHO CORDOVA

By: _____
Ted Gaebler, City Manager

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF CALIFORNIA
} Ss.
COUNTY OF _____

On _____, before me, _____, personally appeared _____,

☐ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICERS(S)
_____
Title(s)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or Entity(ies)

_____
_____

STATE OF CALIFORNIA
} Ss.
COUNTY OF _____

On _____, before me, _____, personally appeared _____,

☐ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICERS(S)
_____
Title(s)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or Entity(ies)

_____
_____

STATE OF CALIFORNIA
} Ss.
COUNTY OF _____

On _____, before me, _____, personally appeared _____,

☐ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICERS(S)
_____
Title(s)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or Entity(ies)

_____

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} Ss.
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☐ OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or Entity(ies)

_____

Exhibit A to Grant Deed

LEGAL DESCRIPTION OF PROPERTY

(Attach legal description.)

[Insert description.]

Sacramento County Assessor's Parcel Nos.:

072-0260-003

072-0260-037

072-0260-042