

**Mindy Cuppy,
City Clerk**

**CONCURRENT MEETING
CITY COUNCIL/CRA/RCFC**

Tuesday, September 7, 2010

5:30 p.m. – Regular and Special Meeting

AGENDA



Ken Cooley, Mayor

Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Linda Budge, Council Member

Dan Skoglund, Council Member

Regular City Council meeting dates are scheduled on the 1st and 3rd Monday's of each month, unless when Monday is a holiday.

If Monday is a holiday, the meeting will be scheduled for the following Tuesday. Dates are subject to change.

City Council Regular Mtg	CANCELLED MTG	City Council Special Mtg	CANCELLED MTG	CITY HALL CLOSED
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CITY HALL CLOSURE DATES	
Fr, Jan 1	- New Years Day Holiday
Mon, Jan 18	- Martin Luther King Jr. Day Holiday
Mon, Feb 15	- Presidents Day Holiday
Fr, Apr 2	- Furlough Day
Fr, May 28	- Furlough Day
Mon, May 31	- Memorial Day Holiday
Mon, Jul 5	- Independence Day Observed
Mon, Jul 26	- Furlough Day
Fr, Sep 3	- Furlough Day
Mon, Sep 6	- Labor Day Holiday
Mon, Oct 11	- Furlough Day
Thu, Nov 11	- Veteran's Day Holiday
Wed, Nov 24	- Furlough
Thu, Nov 25	- Thanksgiving Holiday
Fr, Nov 26	- Day After Thanksgiving Day Holiday
Thu, Dec 23	- Christmas Observed
Fr, Dec 24	- Christmas Observed
Mon, Dec 27	- Furlough Day
Fr, Dec 31	- New Year's Eve Holiday

* Tuesday, November 9 - Special Meeting - Closed Session for City Manager & Department Annual Review & Development

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CITY HALL CLOSURE DATES	
Mon, Jan 17	- Martin Luther King Jr. Day Holiday
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Fr, Apr 22	- Furlough Day
Fr, May 27	- Furlough Day
Mon, May 30	- Memorial Day Holiday
Fr, Jun 17	- Furlough Day
*Mon, Jul 4	- Independence Day Holiday
*Mon, Sep 5	- Labor Day Holiday
*Fr, Nov 11	- Veteran's Day Holiday
*Thu, Nov 24	- Thanksgiving Holiday
*Fr, Nov 25	- Day After Thanksgiving Day Holiday
*Thu, Dec 22	- Christmas Observed
*Fr, Dec 23	- Christmas Observed
*Fr, Dec 30	- Day Before New Year's Eve Holiday

*Dates Pending Approval

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**CONCURRENT MEETING
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY (CRA)/
RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Tuesday, September 7, 2010

**5:30 P.M. – Regular Meeting
David B. Roberts Council Chambers**

AGENDA

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Council Members Sander, Budge, Skoglund, McGarvey, and Mayor Cooley

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk will announce the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

The Mayor will call on someone in attendance to lead the Pledge.

4. INVOCATION

Paul Thome, Sunriver Church, will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation of proclamation in honor of National Disaster Preparedness Month to Metro Fire Outreach Coordinator Betty Taylor; and presentation by Betty Taylor regarding Metro Fire Community Emergency Response Team (CERT) Program/Professional Responder to reach 10,000 citizens in one year by offering disaster preparedness information and emergency kits.
- 5.2 Presentation by Natalla Franklin regarding Embry Riddle Aeronautical University overview at Mather.
- 5.3 Introduction of new City employee Michelle Mingay, Senior Finance Analyst by Finance Director Donna Silva.
- 5.4 Recognition of Council Member Skoglund's Birthday on September 16, 2010.

BREAK

Council will break for celebratory refreshments in honor of Council Member Skoglund's Birthday.

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter on the Consent Calendar or not on the agenda may do so at this time by completing and submitting a (blue) Speaker Card to the City Clerk. **For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard.** Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

Note, 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.

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

- 8.1 **Subject:** Meeting Minutes:
a) Regular Meeting of August 16, 2010; and
b) Special Meeting of August 24, 2010.
Recommendation: Adopt Minutes.
- 8.2 **Subject:** Ordinance to Rezone Property in the Industrial Area South of White Rock Road to Light Industrial (M-1) and Heavy Industrial (M-2) Designations; Amend the Zoning Code Text to Require a Conditional Use Permit (CUP) for Auto Dismantlers in M-2
Recommendation: Waive second reading and adopt Ordinance No. 20-2010 (**Roll Call Vote**)
Result of Recommended Action: The proposed zoning map and text changes will maintain, and in some cases, expand the land use opportunities for the majority of properties within the industrial area. The M-1 and M-2 industrial classifications will more closely match existing land uses by reducing the number of nonconforming uses in the area.
Staff Report: Jeff Beiswenger, Planning Department
Advances Goals: 8, 9, and 12
- 8.3 **Subject:** Resolution Appointing Representatives to the Governing Board of the Sacramento Central Groundwater Authority
Recommendation: Adopt Resolution No. 102-2010.
Result of Recommended Action: Adoption of this resolution will appoint a City and Golden State Water Company representative to the Sacramento Central Groundwater Authority (SCGA) Governing Board
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 4, 6, 8, 10, 13
- 8.4 **Subject:** Resolution Authorizing the City Manager to Execute Contract Change Orders No. 1 and No. 2 with North West Surfacing for Construction of the Horn Road Sidewalk Improvements Project in the Amount of \$53,115.22
Recommendation: Adopt Resolution No. 105-2010.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute contract Change Order No. 1 and No. 2 with North West Surfacing (Contract No. 23-2010) to increase the current contract amount from \$161,205.40 to \$214,320.62 for the construction of the Horn Road Sidewalk Improvements Project. Change Order No. 1 covers the cost associated with unforeseen conditions encountered during construction for a total of \$49,751.60. Change Order No. 2 covers the cost associated with reconciling the quantities of the bid form with the actual quantities placed during construction for a total of \$3,363.62.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 4, 6, and 7

- 8.5 **Subject:** Approval of Parcel Map Titled Rockingham Plaza Parcel Map located at the Southwest Corner of Mather Field Road and Rockingham Drive

Recommendation: Approve Parcel Map.

Result of Recommended Action: Approval of Parcel Map titled “Rockingham Plaza Subdivision No. DD-6856 Being a Portion of Lots 57, 58, 59 and 63 of The Amended Map of Natomas American River Subdivision No. 4, 15 BM44”; located on the southwest corner of Mather Field Road and Rockingham Drive. Approval of this parcel map will result in its recordation and creation of four new commercial parcels with an existing building on each parcel.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 1, 4, and 8

9. CONSENT PUBLIC HEARING ITEMS

- 9.1 **Subject:** Resolution Approving the Issuance by the California Statewide Communities Development Authority (CSCDA) of Recovery Zone Facility Revenue Bonds for the SunEdison Portfolio No. 2

Recommendation: That Council:

- a) Conduct a public hearing for the proposed issuance by the California Statewide Communities Development Authority (CSCDA) of bonds in an amount not to exceed \$1,300,000 (Bonds), for the purpose of financing the installation of solar equipment located at 11051 Olson Drive and generally known as SunEdison Portfolio No. 2 (Project); and
- b) Adopt Resolution No. 104-2010 approving the issuance of the Bonds for the financing of the Project (as described herein) by the CSCDA.

Result of Recommended Action: Adoption of this resolution will allow the CSCDA, or its designee, to proceed with tax-exempt bond financing for improvements at 11051 Olson Drive, a privately owned parcel, currently housing the Kohls Department Store. This would not be a debt of the City, rather, it allows the owners to utilize tax-exempt financing for their project. If Council declines adoption of the resolution, the CSCDA may seek other financing at higher interest rates or not proceed with the project.

Staff Report: Donna Silva, Finance Department

Advances Goals: 1 and 11

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Ordinances and Resolution Approving the Limited Entitlement for Rio del Oro Specific Plan, a Project that Proposes Mixed Use Development on Approximately 3,828 Acres Northeast of Sunrise and Douglas Boulevards – Project No. RC-04-052 – Amendment to Aerojet Special Planning Area, Development Agreement, and Environmental Impact Report (**CONTINUED FROM AUGUST 16, 2010**)

PUBLIC COMMENT PERIOD CLOSED

Recommendation: That Council:

- a) Waive first reading and introduce Ordinance No. 14-2010 approving the Rio del Oro Specific Plan that would establish a land plan, zoning standards, and design guidelines, as well as preliminary phasing and financing concepts to guide subsequent detailed finance and phasing plans (**Roll Call Vote**); and
- b) Waive first reading and introduce Ordinance No. 15-2010 amending the Aerojet Special Planning Area that was previously approved by Sacramento County. Approval would affect land within the Rio del Oro project area and amend the City’s Zoning Map and Section 23.322.030(C)(4) of the Zoning Code to delete the Rio Del Oro Specific

- Plan Area from the Aerojet Special Planning Area (**Roll Call Vote**); and
- c) Waive first reading and introduce Ordinance No. 16-2010 approving a Development Agreement that will establish necessary guarantees for the City and Applicant regarding current and future project entitlements and approving Two Tier 1 Development Agreements for the Rio del Oro Project (**Roll Call Vote**); and
 - d) Resolution No. 92-2010 will establish Certification of the Environmental Impact Report with adopting findings, a Statement of Overriding Considerations, and a Mitigation Monitoring Plan for the Rio del Oro Specific Plan for Tier 1 approvals.

Result of Recommended Action: The actions listed above will complete the first stage of project review (Tier 1 Approvals) for the Rio del Oro project. These approvals will establish the mix of land uses within the project (residential, commercial, office, etc.), major road alignments, and the general character of the project. A later stage of the project review, Tier 2 Approvals, will address detailed issues related to the project, including obligations that the developer must meet during project construction. No construction can occur within the project until the Tier 2 Approvals have been completed.

Staff Report: Paul Junker, Pam Johns, and Patrick Angel, Planning Department

Advances Goals: 1, 2, 4, 7, 8, and 9

GROWING STRONG NEIGHBORHOODS

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Resolution Authorizing the City Manager to Execute First Amendment and Restatement of Memorandum of Understanding (MOU) and Cooperative Agreement Between the City of Rancho Cordova (City) and the Cordova Recreation and Park District (CRPD) to Increase the Park Renovation Fee Allocation for Parks to \$2,500,000

Recommendation: Adopt Resolution No. 110-2010.

Result of Recommended Action: Adoption of this resolution will allow the City to reimburse CRPD for costs incurred to renovate Rancho Cordova Parks and implements proposed improvements at existing parks throughout the City. The first amendment to the MOU increases the amount of park renovation fee funding from \$1,000,000 to \$2,500,000 for six park projects; therefore, requires approval by the City Council.

Staff Report: Joe Chinn, City Manager's Office

Advances Goals: 4, 8, 11, and 13

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

Department Updates: City Manager's Office, Management Support & Analysis, Special Projects, and Communications & Administrative Support.

14. ADJOURNMENT OF REGULAR MEETING

The Mayor may adjourn the regular meeting to closed session in the Community Board Room.

15. CLOSED SESSION

Council may adjourn to closed session to discuss the following item(s):

Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(b) – (one case) – Name of case: City of Rancho Cordova v. Simon Building, LLC; Sacramento Superior Court Case No. 34-2009-00032782

Conference with Legal Counsel – Anticipated Litigation Government Code 54956.9(b) (one potential case).

16. OPEN SESSION – REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

17. ADJOURNMENT OF CLOSED SESSION

ADDITIONAL INFORMATION

Rancho Cordova Great Health Challenge - Rancho Cordova has launched a program intended to promote a healthier community by building awareness for those who live, work, play, or pray here. You are encouraged to join our commitment to get healthy, stay fit, and have fun! Go to <http://www.20tonsin2010.com/> to register.

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11 P.M. WILL BE CONTINUED TO THE NEXT DAY AT 5:30 P.M. OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranhocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

CITYWIDE GOALS - (Adopted March 20, 2006)	
1.	Foster a Positive Image of Rancho Cordova
2.	Improve Transportation & Connectivity
3.	Champion Employee Development & High Performance Work Environment
4.	Ensure the Availability of the Best Public Services in the Region
5.	Establish a Vibrant Downtown
6.	Ensure a Safe Community
7.	Improve the Quality of Housing In Rancho Cordova
8.	Sustain a Livable Community
9.	Drive Diverse Economic Opportunities
10.	Foster Responsible Citizenship
11.	Practice Sound Fiscal Management
12.	Establish Logical (City) Boundaries
13.	Continue To Provide Regional Leadership

UPCOMING MEETINGS	
<i>Tuesday, September 14, 2010</i>	<i>5:30 p.m. Work Session - CANCELLED</i>
<i>Monday, September 20, 2010</i>	<i>4:00 p.m. Joint Study Session on City Gateways 5:30 p.m. Regular Meeting</i>
<i>Tuesday, September 28, 2010</i>	<i>5:30 p.m. Joint Work Session on Development Project Update and Status Report - Specific Plans Application Update and Land Use Discussion</i>
<i>Monday, October 4, 2010</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Monday, October 11, 2010</i>	FURLOUGH DAY – City Hall Closed
<i>Tuesday, October 12, 2010</i>	<i>5:30 p.m. Work Session on 2010-11 Fiscal Status Update and 2009-10 Fourth Quarter Financial Report</i>
<i>Monday, October 18, 2010</i>	<i>4:00 p.m. Study Session - CANCELLED 5:30 p.m. Regular Meeting</i>

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building Department	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Department	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. 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) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the September 7, 2010 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on September 2, 2010 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 2nd day of September, 2010 at Rancho Cordova, California.


Mindy Cuppy, City Clerk



**CONCURRENT MEETING
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY (CRA)/
RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Monday, August 16, 2010

**5:30 P.M. – Regular Meeting
David B. Roberts Council Chambers**

MINUTES

1. REGULAR MEETING – CALL TO ORDER / ROLL CALL

Mayor Cooley called the regular meeting to order in the David B. Roberts Council Chambers at 5:44 p.m.

Council Members Present: Sander, Budge (arrived at 6:11 p.m.), Skoglund, McGarvey, and Mayor Cooley

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Lehr, Diamond, Blair, Snyder, Pearl, Haven, Junker, Johns, Angell, Abhar, Boerger, Hadley, Canfield, Silva, Beiswenger, Lohse, Gassaway, and Harriman

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk announced the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

The Mayor called on Susan McKee from Senator Steinberg's Office in attendance to lead the Pledge.

4. INVOCATION

Larry Stafford, Cordova Church of Christ gave the invocation.

5. PRESENTATIONS

- 5.1 Mark Arnez, Debbie Andrus, and two students from Mills Middle School gave a presentation regarding thanking the City Council for the Math/Science Camp cash donation.
- 5.2 Matt Cummings and members of the association gave a report to Council on the Rancho Cordova Association of Neighborhoods (RCAN).
- 5.3 The National Civic League delegation gave a presentation of the 2010 All-America City competition and a video of the competition was aired for public viewing.

BREAK

Mayor Cooley announced a celebration of the City's 2010 All-America City Award was held in the lobby. A video cast of the competition held in Kansas City, MO, on June 18, 2010 was shown in the Council Chambers during the reception.

6. PUBLIC COMMENT

Mayor Cooley opened the public comment period. The following individuals addressed the Council:

- Steve Chapman regarding the dead landscaping at Coloma Road and Vehicle Drive after damage to underground irrigation
- Gary Heinz in opposition to Agenda Item 8.4
- Courtney Sheats in opposition to Agenda Item 8.4
- Bryan Davies in support of Agenda Item 8.4 and requests that fees be reduced

Mayor Cooley closed the public comment period.

7. COUNCIL REPORTS

Council Members reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION 1: Motion by Budge second by McGarvey and carried by a 5:0 roll call vote, Council approved the Consent Calendar Agenda Items 8.1, 8.2, 8.3, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.12, and 8.13.

ACTION 2: Motion by Budge second by McGarvey and carried by a 4:1 roll call vote (Skoglund dissenting), Council approved the Consent Calendar Agenda Item 8.4.

- 8.1 **Subject:** Meeting Minutes:
a) Regular meeting of July 19, 2010; and
b) Special meeting of August 2, 2010.
Recommendation: Adopt Minutes.

- 8.2 **Subject:** Quarterly Treasurer's Report
Recommendation: Receive and file report.
Result of Recommended Action: This report provides Council with information concerning the City's investment portfolio. This report will meet requirements as provided by state law.
Staff Report: Donna Silva, Finance Department
- 8.3 **Subject:** Ordinance Amending the Rancho Cordova Municipal Code Relating to Updates of User Fees
Recommendation: Waive second reading and adopt Ordinance No. 6-2010. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this ordinance will amend Chapter 16.90 of the Rancho Cordova Municipal Code pertaining to the establishment of construction permit fees, Title 4 of the Rancho Cordova Municipal Code pertaining to business license fees and fines, and Chapter 12.09 of the Rancho Cordova Municipal Code pertaining to street trench fees to change the procedures for the adoption and establishment of these fees. As a result, of these amendments, the construction permit fees and street trench fees will be set by resolution of the City Council, instead of being embedded in the Municipal Code and the Tobacco License fee will be established by the City Manager. There are no changes to fee levels as a result of this amendment.
Staff Report: Donna Silva, Finance Department
GROWING STRONG NEIGHBORHOODS
- 8.4 **Subject:** Ordinance Regarding the Regulation of Cultivation of Marijuana within the City
Recommendation: Waive second reading and adopt Ordinance No. 17-2010. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this will establish regulations on the cultivation of marijuana within the City of Rancho Cordova.
Staff Report: Adam U. Lindgren, City Attorney's Office; Ted A. Gaebler, City Manager's Office; Doug Diamond, Rancho Cordova Police Department; Donna Silva, Finance Department; and Kerry Simpson, Neighborhood Services
- 8.5 **Subject:** Resolution Authorizing the City Manager to Execute the First Amendment (Contract No. 89-2010) to the First Restated Grant Agreement (Contract No. 124-2008) Between the City of Rancho Cordova and the Cordova Community Council Foundation
Recommendation: Adopt Resolution No. 77-2010.
Result of Recommended Action: Adoption of this resolution will allow the City to make funds available to the Cordova Community Council for a three-year renewal of a grant to provide a professionally managed umbrella organization for Rancho Cordova non-profits that will provide civic engagement, volunteer management and community event support.
Staff Report: Stephanie Snyder, City Manager's Office
GROWING STRONG NEIGHBORHOODS
- 8.6 **Subject:** Resolution Authorizing the City Manager to Execute an Easement to Pacific Gas and Electric (PG&E) Company for Installation and Maintenance of a Gas Pipeline within City Owned Property
Recommendation: Adopt Resolution No. 88-2010.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager, upon payment from PG&E, to execute an easement to PG&E for the installation and maintenance of a gas pipeline crossing in two locations within city owned property located on the south side of North Mather Boulevard between Bear Hollow Drive and Zinfandel Drive.
Staff Report: Cyrus Abhar, Public Works Department

- 8.7 **Subject:** Resolution Rescinding Resolution No. 86-2009 and Authorizing Submittal of an Application to the California State Department of Housing and Community Development for \$3,677,385 in Affordable Rental Housing Funding under the Neighborhood Stabilization Program (NSP), the Execution of a Standard Agreement if Selected for Such Funding Including any Amendments and any Related Documents Necessary to Participate in the NSP Loan Program
Recommendation: Adopt Resolution No. 93-2010.
Result of Recommended Action: Adoption of this resolution will result in rescission of Resolution No. 86-2009, and a revision to the language in order to satisfy a request by the California State Department of Housing and Community Development in order to execute a Standard Agreement for grant funding.
Staff Report: Reed Flory and David Gassaway, Housing Services
- 8.8 **Subject:** Resolution of Support for Strategic Growth Council Grant Application for Folsom Boulevard in Cooperation with Regional Partners
Recommendation: Adopt Resolution No. 96-2010 to demonstrate City support for a cooperative Strategic Growth Council grant application with Sacramento County, Regional Transit, SACOG and Local Government Commission to fund infrastructure studies related to Folsom Boulevard Transit Oriented Development.
Result of Recommended Action: If the City is successful at obtaining these grant funds along with the other regional partners, infrastructure studies will be completed for sites along Folsom Boulevard within a 1/2 mile radius of the Mather Field / Mills and Cordova Town Center. This will make these sites more attractive to developers by reducing expenses and adding more certainty to the development process.
Staff Report: Jeff Beiswenger, Planning Department
- 8.9 **Subject:** Resolution Authorizing the City Manager to Execute an Easement to Sacramento Area Sewer District Within City Owned Property
Recommendation: Adopt Resolution No. 98-2010.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute an easement to Sacramento Area Sewer District (SASD) for the installation and maintenance of a sewer line within City owned property located at the southeast corner of Sunrise Boulevard and Douglas Road.
Staff Report: Cyrus Abhar, Public Works Director
- 8.10 **Subject:** Resolution Authorizing the City Manager to Execute an Assignment and Assumption of Option Agreement for the Purchase of a Parcel of Land, Formerly an Alleyway, Located Between 10477 and 10465 Folsom Boulevard; Identified as Assessor's Parcel Number 057-0221-009-000
Recommendation: Adopt Resolution No. 100-2010.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute the Assignment and Assumption of Option Agreement.
Staff Report: Reed Flory and David Gassaway, Housing Services

- 8.11 **Subject:** Resolution of the Community Redevelopment Agency of the City of Rancho Cordova Authorizing the Executive Director to Execute an Assignment and Assumption of Option Agreement for the Purchase of a Parcel of Land, Formerly an Alleyway, Located between 10477 and 10465 Folsom Boulevard; Identified as Assessor's Parcel Number 057-0221-009-000; a Certificate of Acceptance of Grant Deed; and Take All Other Reasonably Necessary Actions for the Purchase
Recommendation: Adopt Agency Resolution No. CRA-8-2010.
Result of Recommended Action: Adoption of this resolution will authorize the Executive Director to execute the Assignment and Assumption of Option Agreement and a Certificate of Acceptance of Grant Deed, and such modifications that may be approved by Agency counsel.
Staff Report: Reed Flory and David Gassaway, Housing Services
COUNCIL ACTING AS COMMUNITY REDEVELOPMENT AGENCY
- 8.12 **Subject:** Resolution Authorizing the City Manager to Execute First Amendment Contract No. 111-2010 for the Weed and Seed Grant Final Reporting Period in the amount of \$3,900
Recommendation: Adopt Resolution No. 101-2010.
Result of Recommended Action: Adoption of this resolution will extend the contract amount from \$37,500 to \$41,400, and extend the term until September 30, 2010. The total of all Weed and Seed contracts executed since July 1, 2006 totals an amount of \$143,750. The inclusion of the current Contract No. 111-2010 in the amount of \$3,900 will increase the total of all contracts to \$147,650.
Staff Report: Donna Silva, Finance Department
- 8.13 **Subject:** Resolution Requiring the Governing Board for Each Public Entity to Designate a Position or an Individual to Official Act on Behalf of and Enter Into Agreement with the CSAC Express Insurance Authority (EIA)
Recommendation: Adopt Resolution No. 99-2010.
Result of Recommended Action: Adoption of this resolution will allow the Risk Manager to officially act on behalf of and enter into agreements with the EIA.
Staff Report: Donna Silva, Finance Department

9. CONSENT PUBLIC HEARING ITEMS

Mayor Cooley opened the public comment period. There were no speakers. Mayor Cooley closed the public comment period.

ACTION: Motion by Budge second by Skoglund and carried by a 5:0 roll call vote, Council approved the Consent Public Hearing Items.

- 9.1 **Subject:** Resolution to Abandon a 110 Foot Irrevocable Offer of Dedication and Adjacent 12.5 Foot Public Utility Easement Located on Two Parcels Fronting Airpark Drive South of International Drive
Recommendation: Adopt Resolution No. 85-2010.
Result of Recommended Action: Adoption of this resolution will remove the reservation for a 110 foot future right-of-way and the adjacent public utility easement increasing the net building area for Assessor Parcel Numbers 072-0690-104 and 072-0690-105 located on the east and west side of Airpark Drive south of International Drive.
Staff Report: Cyrus Abhar, Public Works Department

- 9.2 **Subject:** Resolution Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the Tax Bill

Recommendation: Adopt Resolution No. 90-2010.

Result of Recommended Action: Adoption of this resolution will authorize delinquent refuse service charges to be added to the tax roll thereby allowing Allied Waste Services to collect past due accounts. The City Municipal Code allows the property tax rolls to be utilized to collect delinquent charges. The City's contract with Allied Waste Services requires the City to assist Allied Waste Services with the collection of delinquent refuse accounts.

Staff Report: Donna Silva and Patty Lohse, Finance Department

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Resolution and Ordinance for South White Rock Rezone: Zoning Map Amendments; Zoning Text; and General Plan Amendment

Recommendation: That Council:

- a) Waive first reading and introduce Ordinance No. 20-2010 to rezone property in the industrial area south of White Rock Road to Light Industrial (M-1) and Heavy Industrial (M-2) designations; amend the zoning code text to require a Conditional Use Permit (CUP) for Auto Dismantlers in M-2 (**Roll Call Vote**); and
- b) Adopt Resolution No. 97-2010 to amend the General Plan consistent with zoning designations.

Result of Recommended Action: The proposed zoning map and text changes will maintain, and in some cases, expand the land use opportunities for the majority of properties within the industrial area. The M-1 and M-2 industrial classifications will more closely match existing land uses by reducing the number of nonconforming uses in the area.

Staff Report: Jeff Beiswenger, Planning Department

Mayor Cooley opened the public comment period. The following individuals addressed the Council:

- Terrence McNamara in support of the item

Mayor Cooley closed the public comment period.

ACTION: Motion by Sander second by Budge and carried by a 5:0 roll call vote, Council waived first reading and introduced Ordinance No. 20-2010 and adopted Resolution No. 97-2010.

10.2 **Subject:** Ordinances and Resolution Approving the Limited Entitlement for Rio del Oro Specific Plan, a Project that Proposes Mixed Use Development on Approximately 3,828 Acres Northeast of Sunrise and Douglas Boulevards – Project No. RC-04-052 – Amendment to Aerojet Special Planning Area, Development Agreement, and Environmental Impact Report

Recommendation: That Council:

- a) Waive first reading and introduce Ordinance No. 14-2010 approving the Rio del Oro Specific Plan that would establish a land plan, zoning standards, and design guidelines, as well as preliminary phasing and financing concepts to guide subsequent detailed finance and phasing plans **(Roll Call Vote)**; and
- b) Waive first reading and introduce Ordinance No. 15-2010 amending the Aerojet Special Planning Area that was previously approved by Sacramento County. Approval would affect land within the Rio del Oro project area and amend the City's Zoning Map and Section 23.322.030(C)(4) of the Zoning Code to delete the Rio Del Oro Specific Plan Area from the Aerojet Special Planning Area **(Roll Call Vote)**; and
- c) Waive first reading and introduce Ordinance No. 16-2010 approving a Development Agreement that will establish necessary guarantees for the City and Applicant regarding current and future project entitlements and approving Two Tier 1 Development Agreements for the Rio del Oro Project **(Roll Call Vote)**; and
- d) Resolution No. 92-2010 will establish Certification of the Environmental Impact Report with adopting findings, a Statement of Overriding Considerations, and a Mitigation Monitoring Plan for the Rio del Oro Specific Plan for Tier 1 approvals.

Result of Recommended Action: Public hearing with the City Council to consider the Planning Commission recommendation and take action on the Rio del Oro limited entitlement project. The actions listed above will complete the first stage of project review (Tier 1 Approvals) for the Rio del Oro project. The approvals will establish the mix of land uses within the project (residential, commercial, office, etc.), major road alignments, and the general character of the project. A later stage of the project review, Tier 2 approvals, will address detailed issues related to the project, including obligations that the developer must meet during project construction. No construction may occur within the project until the Tier 2 approvals have been completed.

Staff Report: Paul Junker, Pam Johns, and Patrick Angel, Planning Department

GROWING STRONG NEIGHBORHOODS

Mayor Cooley opened the public comment period. The following individuals addressed the Council:

- William D. Kopper in opposition to the item
- Conrad Mayer in support of the item

Mayor Cooley closed the public comment period.

ACTION: Motion by Budge second by Skoglund and carried by a 5:0 roll call vote, Council continued Agenda Item 10.2 to September 7, 2010.

11. REGULAR CALENDAR ITEMS

NONE

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

- Council Member Budge requested a follow-up on letter from Leadership Rancho Cordova class to guide a program of Art in Public Places

13. CITY MANAGER'S REPORT

NONE

14. ADJOURNMENT

Mayor Cooley adjourned the regular meeting at 9:41 p.m.

Mindy Cuppy, City Clerk



**City Hall
American River North Community Room
2729 Prospect Park Drive, Rancho Cordova**

August 24, 2010

**5:30 p.m. – Joint Special Meeting
Planning Commission and City Council**

MINUTES

SPECIAL MEETING – CALL TO ORDER / ROLL CALL

Mayor Cooley called the joint special meeting to order in the American River North Community Room at 5:48 p.m.

Council Members Present:	Budge, Sander, Skoglund, McGarvey, and Mayor Cooley (arrived at 6:13 p.m.)
Council Members Absent:	None
Planning Commissioners Present:	Cummings, Konarski, Johnson, and Smith
Planning Commissioners Absent:	Burke, Savorn, and Vance
Staff Members Present:	Gaebler, Lehr, Chinn, Lindgren, Haven, Harriman, Junker, Beiswenger, Abhar, Thomas, Silva, and Pearl

AGENDA ITEM

1. Discussion of Major Projects and Issues Surrounding and Affecting the City.

AT THIS POINT: The Council took a brief recess at 7:24 p.m. The full council reconvened at 7:38 p.m.

ACTION: Discussion item only; no action taken.

PUBLIC COMMENT

Mayor Cooley opened the public comment period. There were no speakers. Mayor Cooley closed the public comment period.

ADJOURNMENT

Mayor Cooley adjourned the joint special meeting at 9:10 p.m.

Bren Lehr, Deputy City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 20-2010

AN ORDINANCE OF THE CITY COUNCIL OF RANCHO CORDOVA ADOPTING A ZONING MAP AMENDMENT THAT CHANGES THE ZONING DESIGNATIONS FOR PROPERTY SOUTH OF WHITE ROCK ROAD AND EAST OF SUNRISE BOULEVARD; AND AMENDING ARTICLE 3 OF THE RANCHO CORDOVA ZONING CODE TO REQUIRE A CONTIONAL USE PERMIT (CUP) FOR AUTO VEHICLE DISMANTLING OPERATIONS IN THE M-2 ZONING DISTRICT

WHEREAS, the City of Rancho Cordova incorporated in 2003 and in 2006 the City rezoned the property in the area south of White Rock Road and east of Sunrise (Industrial Area) to new industrial and mixed use zoning designations to implement the General Plan's Land Plan for Sunrise Boulevard South Planning area;

WHEREAS, the 2006 rezoning of the Industrial Area created some non-conforming land uses since many of these properties were developed within heavy industrial zoning classifications prior to City incorporation; and

WHEREAS, held outreach meetings with the affected owners within the Industrial Area (Property Owners); and

WHEREAS, during the outreach meetings, it came to City's attention that the current economic downturn has had a dramatic affect on the Industrial Area including significant and unexpected impacts relating to the 2006 rezoning of the Industrial Area. Property Owners expressed serious concerns regarding the current zoning designation and requested that the City consider rezoning the area consistent with existing land uses; and

WHEREAS, the predominate desire of Property Owners and other real estate interests in the Industrial Area is to maintain the industrial character of the area, and the current zoning has a significant amount of Commercial Mixed Use, Office Industrial Mixed Use and Light Industrial Business Park zoning, which creates many non-conforming uses and/or require the eventual redevelopment of industrial property to more intensive land uses. This creates hardship on existing Property Owners and businesses seeking to occupy tenant space in these difficult economic times; and

WHEREAS, in consideration of the requests by the Property Owners, it is now the City's desire to amend the City's Zoning Map to help mitigate the effects of the continued economic downturn and further implement the goals and objectives of the General Plan; and

WHEREAS, the M-2 currently permits Auto Vehicle Recycling operations without a use permit creating a potential for the proliferation of this use type throughout the Industrial Area without adequate public review; and

WHEREAS, this ordinance amends Article 3 of the City's Zoning Code related to zoning Districts, allowable uses and general development standards to require a Conditional Use Permit (CUP) for Auto Vehicle Recycling operations in the M-2 zoning designation and amends the zoning map designations in the Industrial Area; and

WHEREAS, the new zoning map will keep the majority of the parcels zoned similar to the existing land uses within the Industrial Area; and

WHEREAS, pursuant to Government Code Section 65860, the City's Zoning Code must be consistent with its General Plan. This Ordinance would have created a minor inconsistency with the land use designations between the two documents. In order to comply with this consistency requirement, on August 16, 2010 the City adopted Resolution No. 96-2010, making minor amendments to General Plan Figure LU-31; and

WHEREAS, a General Plan Amendment has been prepared to update General Plan Figure LU-31 to more accurately reflect the proposed zoning under this Ordinance; and

WHEREAS, on July 22, 2010, the Planning Commission held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the public, and deliberated on the item, following which the Planning Commission recommended that the City Council adopt the Zoning Amendments, as presented.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

SECTION 1: Recitals. The foregoing recitals are true and correct and made a part of this Ordinance.

SECTION 2: Findings. The City Council hereby finds:

A. **CEQA Compliance.** In compliance with the requirements of the California Environmental Quality Act by to the California Environmental Quality Act ("CEQA"), the City determined that the amendments were consistent with the Environmental Impact Report prepared for the General Plan certified in June 2006 and completed a General Plan EIR Addendum in March 2010.

B. **Consistency with the General Plan.** The proposed Amendments to the City's Zoning Code are consistent with the General Plan as required by Government Code Section 65860. The proposed Zoning Code amendments are consistent with the General Plan as follows:

1. The General Plan's Light Industrial and Heavy Industrial designations are implemented with M-1 and M-2 zoning. M-1 zoning is also proposed as a flexible district that will allow the integration of some commercial land uses. These zoning designation implement the following GP Policies and Actions:

- Policy LU.1.2 – Develop a fiscally sound strategy to encourage a mix of uses that meets the City's needs and provides sufficient tax base to maintain desired community service levels.
- Action LU.1.2.1 – Designate adequate commercial, office, and industrial land uses throughout the City....
- Policy ED.1.3 – Retain and expand the existing industrial and warehouse uses in the City.
- Policy ED.2.2 – Improve the existing office and industrial centers in Rancho Cordova with the construction of new restaurants, retail and services.

4. The proposed zoning designations are consistent with the land uses within the General Plan's Sunrise Boulevard South Planning Area.

SECTION 3: Amendments. The City Council hereby amends the City's Zoning Code as follows:

1. Amend the Zoning Designations within the Industrial Area to a combination of Light Industrial (M-1) and Heavy Industrial (M-2) as set forth in **Exhibit A**; and

2. Amend Table 23.316-1: Allowed Use and Permit Requirements for General Commercial and Industrial Zoning Districts to require a CUP for Auto Vehicle Dismantling within the M-2 Zoning District as set forth in **Exhibit B**.

SECTION 4: Severability. If any provision of this ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

SECTION 5: Publication and Effective Date. Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

Recommended Rezoning Designations



**Table 23.316-1: Allowed Use and Permit Requirements for
General Commercial and Industrial Zoning Districts**

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Residential Uses				
Caretaker Housing	P	P	C	23.901.020
Dwelling, Multi-family	P	C	N	23.901.070 (if Senior Independent Living)
Emergency Shelters	C	C	C	
Home Occupations	P	P	N	23.901.030
Live-Work Facility	P	P	N	23.901.040
Mobile Home Park	C	N	N	23.901.050
Residential Care Home	P	N	N	
Single Room Occupancy (SRO)	C	C	N	
Transitional Housing	P	P	N	
Recreation, Education, and Public Assembly Uses				
Cemeteries, Mausoleums	C	C	C	
Clubs, Lodges, and Private Meeting Halls	P	P	P	
Indoor Amusement/Entertainment Facility	P	L	L	
Indoor Fitness and Sports Facility	P	L	L	
Libraries and Museums	P	P	C	
Outdoor Commercial Recreation	C	C	C	
Public Safety Facility	P	P	P	
Recreational Vehicle Parks	P	C	C	
Religious Institutions	P	L	L	
Schools, Private and Special/Studios	P	L ¹	L ¹	
Schools, Public	P	P	P	
Theaters and Auditoriums	P	C	C	
Utility, Transportation, and Communication Use Listings				
Broadcasting and Recording Studios	P	P	P	
Bus and Transit Shelters	P	P	P	
Freight Yard/Truck Terminal	N	P ²	P ²	
Fuel Storage and Distribution	N	P ²	P	
Heliports	C	C	C	
Park and Ride Facility	P	P	P	
Parking Facility	P	P	P	
Telecommunication Facility	C	C	C	23.907.020
Transit Facilities	N	P	P	
Transit Stations and Terminals	P	P	P	

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Utility Facility and Infrastructure	L	P	P	23.907.030
Alcoholic Beverage Sales, off-site ³	C	C	C	
Ambulance Service	C	C	C	
Animal Sales and Grooming	P	L	C	
Art, Antique, Collectable	P	L	C	
Artisan Shops	P	L	C	
Banks and Financial Services	P	L	C	
Bars and Nightclubs	C	C	C	
Building Materials Stores and Yards	P	P ²	P ²	
Business Support Services	P	P ²	P ²	
Call Centers	L	L	C	
Child Day Care Facility	P	C	C	
Convenience Stores	P	C	C	23.910.020
Drive-in and Drive-through Sales and Service	P	C	C	23.910.030
Equipment Sales and Rental	P ²	P ²	P	
Furniture, Furnishings, and Appliance Stores	P	P ²	L	
Garden Center/Plant Nursery	P	P ²	L	
Grocery Stores/Supermarket	P	L	C	
Home Improvement Supplies	P ²	P ²	P	
Hotels and Motels	P	N	N	
Hotels and Motels, Extended Stay	P	N	N	
Kennels, Commercial	C	L	C	
Maintenance and Repair, Small Equipment	P ²	P	P	
Medical Services, General	P	L	L	
Medical Services, Extended Care	P	N	N	
Medical Services, Hospitals	P	L	P	
Mortuaries and Funeral Homes	P	C	C	
Neighborhood Market	P	L	C	
Offices, Business and Professional	P	L	C	
Offices, Accessory	P ⁵	P ⁵	P ⁶	
Personal Services	P	L	C	
Restaurants	P	L	C	
Retail, Accessory	P ⁵	P ⁵	P ⁶	
Retail, General	P	L	C	
Retail, Warehouse Club	P	L	C	
Veterinary Facility	P	P ²	P ²	

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Automobile and Vehicle Uses				
Auto Vehicle Dismantling	N	N	C	23.913.020
Auto and Vehicle Sales and Rental	C	L ⁴	L ⁴	
Auto and Vehicle Sales, Wholesale	P	C	C	
Auto and Vehicle Storage	P ²	P ²	P ²	
Auto Parts Sales	P ²	P ²	P ²	
Car Washing and Detailing	C	P	P	
Service Stations	C	C	C	23.913.030
Vehicle Services, Major	P ²	P ²	P ²	
Vehicle Services, Minor	P ²	P ²	P ²	
Industrial, Manufacturing, and Processing Uses				
Agricultural Products Processing	N	C	P	
Junk Tire Facility	N	N	P	23.916.020
Manufacturing, Major	N	L ²	P	
Manufacturing, Minor	N	P ²	P	
Manufacturing, Small Scale	P	P ²	P	
Printing and Publishing	N	P	P	
Recycling Facility, Processing	N	L	P	
Recycling Facility, Scrap and Dismantling Facility	N	N	C	
Research and Development	N	P	P	
Storage, Personal Storage Facility	N	P ²	P	
Storage, Warehouse	L	P ²	P	
Storage, Yards	N	N	P ²	
Wholesaling and Distribution	P	P ²	P	
Special Regulated uses				
Card Rooms	N	C	C	23.919.020
Check Cashing Businesses	N	N	C	23.919.030
Massage Parlor	N	N	C	
Pawn Shops	N	N	C	23.919.040
Recycling Facility, Collection Facility	N	L	P	23.919.050
Sexually Oriented Businesses	N	P	P	23.919.060
Smoke Shops	N	N	C	23.919.070
Tattoo Parlors	N	N	C	23.919.080
Thrift Store	N	N	C	23.919.090

Notes:

1. Trade Schools permitted by right, all other school require a LUP.
2. Permitted if the entire operation is conducted within a completely enclosed building or screened from view behind a fence or wall.

3. Off-site sales of alcohol permitted as an allowed use if incidental to a permitted uses (e.g. breweries, wineries). Only retail sales is included under this use category see the Wholesale and Distribution for non-retail sales.
4. Automobile rental is permitted as a by-right use and does not require a use permit. Incidental sales up to 15% of developed portion of site are permitted as a by-right use and must be fully screened from view or enclosed within a building. Automotive sales that exceed 15% of the developed portion of the site or outdoor display areas that are not screened from view may be permitted with the issuance of a Limited Use Permit.
5. All Retail, Accessory and Office, Accessory uses are permitted up to a combined 50% of total building square footage.
6. The following limitations apply to Retail, Accessory and Office, Accessory in the M-2 district:
 - a. Sales are allowed when incidental to a permitted use and sales and stock room area do not exceed 25% of total floor area;
 - b. Offices are allowed when incidental to a permitted use and do not exceed 25% of total floor area;
 - c. Café/restaurant are allowed up to 15% of building square footage (free-standing restaurants required the issuance of a CUP);
7. Up to 50% of total building area may be used for storage, warehousing, distribution or similar use as a permitted use. A CUP is required to exceed this percentage.

MEMORANDUM



DATE: September 7, 2010

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

**SUBJECT: RESOLUTION APPOINTING REPRESENTATIVES TO THE
GOVERNING BOARD OF THE SACRAMENTO CENTRAL
GROUNDWATER AUTHORITY (SCGA)**

RECOMMENDATION

Adopt Resolution No. 102-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will appoint a City and Golden State Water Company representative to the Sacramento Central Groundwater Authority (SCGA) Governing Board.

BACKGROUND

On August 7, 2006, City Council authorized the creation of the Sacramento Central Groundwater Authority (SCGA) through execution of a joint powers agreement (JPA) with the Cities of Elk Grove, Folsom, Sacramento, and the County of Sacramento. The purpose of the SCGA is to:

- Maintain the long-term sustainable yield of the Central Basin
- Ensure implementation of the Basin Management Objectives prescribed in the Groundwater Management Plan
- Oversee the operation of a Well Protection Program
- Manage the use of groundwater in the Central Basin
- Facilitate implementation of an appropriate conjunctive use program by water purveyors
- Coordinate efforts among those entities represented on the governing board of the SCGA to devise and implement strategies to safeguard groundwater quality
- Work collaboratively with other entities to promote coordination of water policies and activities throughout the region

As outlined in the JPA, the City of Rancho Cordova representative and Golden State Water representative are appointed by the Rancho Cordova City Council. Staff recommends that Council appoint the following members and alternates to the SCGA:

Organization	Nominees and Alternates
City of Rancho Cordova	Cyrus Abhar, Public Works Director Elizabeth Sparkman, Senior Engineer (alternate)
Golden State Water Company	Scott Fort, District Engineer Paul Schubert, District Manager (alternate)

FISCAL IMPACT

The City of Rancho Cordova makes an annual contribution of \$10,000 per the JPA. The appointment of representatives to the governing board of the SCGA will have no additional fiscal impact to the City.

ATTACHMENT

Resolution No. 102-2010.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 102-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE APPOINTMENTS OF REPRESENTATIVES FROM THE CITY OF
RANCHO CORDOVA AND THE GOLDEN STATE WATER COMPANY TO THE GOVERNING
BOARD OF THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY**

WHEREAS, on August 7, 2006, City Council authorized the creation of the Sacramento Central Groundwater Authority (SCGA) through execution of a joint powers agreement (JPA) with the Cities of Elk Grove, Folsom, Sacramento, and the County of Sacramento; and

WHEREAS, one of the primary purposes of the JPA is to maintain the sustainable yield of the Central Basin; and

WHEREAS, the Cities and County will make appointments to the Governing Board of the SCGA as set forth in the JPA; and

WHEREAS, the members of the governing board serve four-year terms and are subject to reappointment.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does appoint the following individuals to serve on the Sacramento Central Groundwater Authority (SCGA) Governing Board.

Organization	Nominees and Alternates
City of Rancho Cordova	Cyrus Abhar, Public Works Director Elizabeth Sparkman, Senior Engineer (alternate)
Golden State Water Company	Scott Fort, District Engineer Paul Schubert, District Manager (alternate)

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

MEMORANDUM



DATE: September 7, 2010

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS NO. 1 AND NO. 2 WITH NORTH WEST SURFACING FOR CONSTRUCTION OF THE HORN ROAD SIDEWALK IMPROVEMENTS PROJECT IN THE AMOUNT OF \$53,115.22

RECOMMENDATION

Adopt Resolution No. 105-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute contract Change Order No. 1 and No. 2 with North West Surfacing (Contract No. 23-2010) to increase the current contract amount from \$161,205.40 to \$214,320.62 for the construction of the Horn Road Sidewalk Improvements Project. Change Order No. 1 covers the cost associated with unforeseen conditions encountered during construction for a total of \$49,751.60. Change Order No. 2 covers the cost associated with reconciling the quantities of the bid form with the actual quantities placed during construction for a total of \$3,363.62.

BACKGROUND

The project included construction of new sidewalks, America's with Disabilities Act (ADA) improvements, and drainage infrastructures for the Horn Road Sidewalk Improvements Project from Old Winery Place to Routier Road. Construction began April 2010 and was completed June 2010.

ATTACHMENT

Resolution No. 105-2010 including (**Exhibit A**) Change Order No. 1 and 2.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 105-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS 1
AND 2 WITH NORTH WEST SURFACING FOR THE CONSTRUCTION OF THE HORN
ROAD SIDEWALK IMPROVEMENTS PROJECT**

WHEREAS, bids were solicited to the Sacramento County, Alameda County, El Dorado County, Placer County, and Shasta Builders Exchange beginning January 8, 2010. The project was also advertised in The Sacramento Bee on December 31, 2009 and the Grapevine Independent on January 8, 15, 22, 29, and February 5, 2010; and

WHEREAS, the bids were publicly opened on February 10, 2010 at the City of Rancho Cordova City Hall located at 2729 Prospect Park Drive, Rancho Cordova 95670; and

WHEREAS, the City recommended awarding the Horn Road Sidewalk Improvements Project to the lowest responsive bidder, North West Surfacing, in the amount of \$161,205.40; and

WHEREAS, unforeseen conditions were encountered during construction and it became necessary to modify the plans and specifications with two change orders to complete construction of the project; and

WHEREAS, the amount of the two change orders (**Exhibits A**) exceed the amount the City Manager is authorized to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA does authorize the City Manager to execute contract Change Orders No. 1 and No. 2 (**Exhibit A**) with North West Surfacing.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

EXHIBIT A

Project: Horn Road Sidewalk Improvements Project		CITY OF RANCHO CORDOVA Contract Change Order No. 01	Sheet 1 of 2 Contract No. 23-2010 Project No. CP10-2091	
To: North West Surfacing, Contractor. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.				
Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.				
Change requested by North West Surfacing.				
Item 1	-Design Changes at Curb Ramps and over-excavation for unsuitable material- During the course of installation of the curb ramps throughout the project, several changes were made in the field to accommodate existing field conditions. The limits of removal were increased at several locations which caused some delay to the placement of the concrete. Also, during the excavation for the curb ramps, unsuitable material was discovered. The Contractor was directed to over-excavate the unsuitable material and place dry material. This also caused delays to the placement of concrete. These changes resulted in a delay to the concrete work and follow-on activities. This work was tracked at time and materials. -Repair Existing Street Lighting Conduit – During the course of excavation for the curb ramps at the intersection of Horn Road and Fite Circle East, the contractor encountered an existing shallow street lighting conduit. This conduit was in conflict with the new curb ramp to be installed. The Contractor was directed to remove the conflicting conduit, install new conduit and a new pull box, and pull new electrical conductors. This work was tracked at time and materials. -Remove and Replace private Sidewalk – During the course of installation of the new curb ramp on the North side of the intersection at Horn Road and Fite Circle East, it was discovered that the private walkway intersecting the newly installed sidewalk was now at a different elevation, creating a tripping hazard. The Contractor was directed to remove and replace a five foot section of the private walkway to accommodate a smooth transition to the new sidewalk. This work was tracked at time and materials. -Remove and Replace additional Asphalt Concrete Roadway at Fite Circle East – After the installation of the new curb returns at the Intersection of Fite Circle East, the new lip of gutter was higher than the existing pavement. This needed to be done due to the movement of the drainage inlet and to provide for proper movement of storm flows in the gutter. This difference in elevation forced the removal of additional existing asphalt roadway in order to provide for sheet flow into the new gutter. The Contractor was directed to remove additional asphalt, re-compact the existing base rock, and install new asphalt. This work was tracked at time and materials. -The Contractor submitted time and materials invoices for all of the above extra work. After an audit of the tags the total value of the work amounted to \$49,751.60. Increase the contract amount \$49,751.60.	INCREASE:	\$49,751.60	

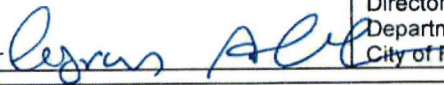
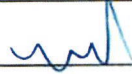
EXHIBIT A

				INCREASED COST:		\$49,751.60	
Contract Summation:							
Original Contract: \$161,205.40		Change Order Totals: CCO1 - \$49,751.60		Revised Contract Total:		\$210,957.00	
By reason of this order the time of completion will be adjusted as follows: INCREASED BY 3 WORKING DAYS							
Submitted by:	Tim Grossmann <i>Tim Grossmann</i>	Construction Manager/Resident Engineer City of Rancho Cordova		Date:	7-30-10		
Recommended Approval by:	Ben Chan <i>Ben Chan</i>	Project Engineer City of Rancho Cordova		Date:	8/2/10		
Approved by:	Cyrus Abhar <i>Cyrus Abhar</i>	Director Department of Public Works City of Rancho Cordova		Date:	8/9/10		
We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.							
Acceptance Date:		Contractor:		North West Surfacing			
By:	<i>WJ</i> 7-30-10	Title:		<i>Owner</i>			
If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.							
Original to:	Contractor	Copies to:	Auditor's Office				
Copies to:	Project Engineer		City Clerk				
	Resident Engineer						
				City Manager City of Rancho Cordova			

EXHIBIT A

Project: Horn Road Sidewalk Improvements Project		CITY OF RANCHO CORDOVA Contract Change Order No. 02		Sheet 1 of 2 Contract No. 23-2010 Project No. CP10-2091	
b: North West Surfacing, Contractor. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.					
Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.					
Change requested by North West Surfacing.					
Item 1	Bid Item No. 05 – Class 2 Aggregate Base – The original contract quantity was 309 Ton. The actual quantity installed was 770.74 Ton due to the Changes described in Change Order No. 01. This results in an increase to the Bid Item of 461.74 Ton. Increase the contract value by 461.74 Ton times the unit price of \$34.88/ton or \$16,105.49	INCREASE:	\$16,105.49		
Item 2	Bid Item No. 06 – Type "A" Asphalt Concrete - The original contract quantity was 16 Ton. The actual quantity installed was 27 Ton. This results in an increase to the Bid Item of 11 Ton. Increase the contract value by 11 Ton times the unit price of \$120.00/ton or \$1,320.00	INCREASE:	\$1,320.00		
Item 3	Bid Item No. 07 - Remove and Replace PCC Curb and Gutter - The original contract quantity was 430 LF. The actual quantity installed was 657.15 LF due to the Changes described in Change Order No. 01. This results in an increase to the Bid Item of 227.15 LF. Increase the contract value by 227.15 LF times the unit price of \$32.64/lf or \$7,414.18	INCREASE:	\$7,414.18		
Item 4	Bid Item No. 08 - Remove and Replace PCC Sidewalk & PCC Sidewalk Ramps- The original contract quantity was 2,277 SF. The actual quantity installed was 3,664.56 SF due to the Changes described in Change Order No. 01. This results in an increase to the Bid Item of 1,387.56 SF. Increase the contract value by 1,387.56 SF times the unit price of \$10.88/sf or \$15,096.65	INCREASE:	\$15,096.65		
Item 5	Bid Item No. 09 - PCC Sidewalk - The original contract quantity was 4,336 SF. The actual quantity installed was 4,340 SF. This results in an increase to the Bid Item of 4 SF. Increase the contract value by 4 SF times the unit price of \$4.88/sf or \$19.52	INCREASE:	\$19.52		
Item 6	Bid Item No. 10 - Detectable Warning Surface - The original contract quantity was 12 Ea. The actual quantity installed was 13 Ea due to the addition of a curb ramp at the intersection of Horn and Business Park as detailed in Field Change No. 01. This results in an increase to the Bid Item of 1 Ea. Increase the contract value by 1 Ea times the unit price of \$300.00/ea or \$300.00	INCREASE:	\$300.00		
Item 7	Bid Item No. 12 – 12" RCP Storm Drain Laterals – The original contract quantity was 218 LF. The actual quantity installed was 66 LF due to the use of existing systems. This results in a decrease to the Bid Item of 152 LF. Decrease the contract value by 152 LF times the unit price of \$148.88/lf or (\$22,629.76)	DECREASE:	(\$22,629.76)		
Item 8	Bid Item No. 14 – Remove Existing Storm Drain Laterals – The original contract quantity was 234 LF. The actual quantity removed was 90 LF due to the use of existing systems. This results in a decrease to the Bid Item of 144 LF. Decrease the contract value by 144 LF times the unit price of \$35.00/lf or (\$5,040.00)	DECREASE:	(\$5,040.00)		
Item 9	Bid Item No. 15 – Reconstruct Storm Drain Manhole – The original contract quantity was 3 Ea. The actual quantity installed was 1 Ea due to the use of existing systems. This results in a decrease to the Bid Item of 2 Ea. Decrease the contract value by 2 Ea times the unit price of \$1,100.00/ea or (\$2,200.00)	DECREASE:	(\$2,200.00)		
Item 10	Bid Item No. 18 – Relocate Existing Street Lights – The original contract quantity was 3 Ea. The actual quantity relocated was 0 Ea due to existing conditions which prevented the relocation of the light poles. This results in a decrease to the Bid Item of 3 Ea. Decrease the contract value by 3 Ea times the unit price of \$1,815.00/ea or (\$5,445.00). However, the Contractor did perform preliminary work to discover that the poles could not be relocated. Due to this, the Contractor is due compensation for actual work performed. The amount due was calculated at Time and Materials and amounted to \$1,422.54. Therefore, the decrease to Bid Item No. 18 shall be (\$5,445.00) plus \$1,422.54 for a total decrease of (\$4,022.46)	DECREASE:	(\$4,022.46)		

EXHIBIT A

Item 11	Bid Item No. 20 – Relocate Existing Fire Hydrant – The original contract quantity was 1 Ea. The actual quantity relocated was 0 Ea. The Bid Item details that this work may be done by others and may be deleted by the Agency. This results in a decrease to the Bid Item of 1 Ea. Decrease the contract value by 1 Ea times the unit price of \$3,000.00/ea or (\$3,000.00)		DECREASE:	(3,000.00)
			INCREASED COST:	\$3,363.62
Contract Summation:				
Original Contract: \$161,205.40		Change Order Totals: CCO1 - \$49,751.60 CCO2 - \$3,363.62	Revised Contract Total:	\$214,320.62
By reason of this order the time of completion will be adjusted as follows: INCREASED BY 3 WORKING DAYS				
Submitted by:	Tim Grossmann 	Construction Manager/Resident Engineer City of Rancho Cordova	Date:	7-30-10
Recommended Approval by:	Ben Chan 	Project Engineer City of Rancho Cordova	Date:	8/2/10
Approved by:	Cyrus Abhar 	Director Department of Public Works City of Rancho Cordova	Date:	8/9/10
We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.				
Acceptance Date:		Contractor:	North West Surfacing	
By:	 7-30-10	Title:		
If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.				
Original to:	Contractor	Copies to:	Auditor's Office	
Copies to:	Project Engineer		City Clerk	
	Resident Engineer			
				City Manager City of Rancho Cordova

MEMORANDUM



DATE: September 7, 2010
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, Public Works Director
SUBJECT: APPROVAL OF PARCEL MAP TITLED ROCKINGHAM PLAZA
PARCEL MAP LOCATED AT THE SOUTHWEST CORNER OF
MATHER FIELD ROAD AND ROCKINGHAM DRIVE

RECOMMENDATION

Approve Parcel Map.

RESULT OF RECOMMENDED ACTION

Approval of Parcel Map titled "Rockingham Plaza Subdivision No. DD-6856 Being a Portion of Lots 57, 58, 59 and 63 of The Amended Map of Natomas American River Subdivision No. 4, 15 BM44"; located on the southwest corner of Mather Field Road and Rockingham Drive. Approval of this parcel map will result in its recordation and creation of four new commercial parcels with an existing building on each parcel.

BACKGROUND

The Planning Commission of the City of Rancho Cordova approved the Tentative Parcel Map on July 19, 2010 with conditions (**Attachment 1**) to subdivide Assessor's Parcel Number 077-0040-042 containing four existing commercial buildings with multiple addresses along the west side of Mather Field Road and the south side of Rockingham Drive into four parcels. An existing commercial building will be located on each parcel.

Conditions, Covenants, and Restrictions to provide for landscape maintenance, access and enforcement were approved by the City Attorney for content and will be recorded concurrent with the final map. The Planning Department has approved a landscape plan that outlines a pruning schedule for restoring trees along Mather Field Road. The Sacramento Area Sewer District has verified their conditions have been complied with.

The final parcel map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. A copy of the final map (**Attachment 2**) and vicinity map (**Attachment 3**) are included with this letter.

ATTACHMENTS

1. DD6856 Conditions of Approval
2. 8 ½ X 11 Copy of Final Map
3. Vicinity Map

Final Conditions of Approval/Mitigation Measures						
Section I Conditions of Approval	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
1. The entitlement approved is for a Tentative Parcel Map, to subdivide one parcel into four (4) parcels (APN 077-0040-042) as described in the Planning Commission staff report and Tentative Parcel Map (Exhibit A) and the conditions herein, for project number DD6856.	ONGOING	PLANNING		N		100
2. The Tentative Parcel Map approval is valid for three years from the date of City approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e).	ONGOING	PLANNING		N		102
3. The Applicant shall hold harmless the City, its Council Members, its Planning Commission, 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.	ONGOING	PLANNING		N		101

Final Conditions of Approval/Mitigation Measures

Section I Conditions of Approval	Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
4. Reciprocal access and roadway maintenance agreements shall be provided for the interior roadways of the proposed complex. The roadway maintenance and reciprocal access agreements shall be record with the Public Records Office having jurisdiction and shall provide for the following: A. Provisions for the necessary repair and maintenance of the roadway surface. B. Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13'6") and/or width of twenty feet (20') C. Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping. D. Traffic calming measures, speed bumps, humps, etc. shall not be installed in fire apparatus access roadways. E. Provisions for the necessary repair and maintenance of vehicle unrestricted use of and access to the roadways covered by the agreements. F. Provisions for the control of vehicle parking in prohibited areas and a mechanism for the removal of vehicles illegally parked. G. Remove the parking spaces and provide red curbs in front of the existing fire hydrants along the south property line. The red curbs shall extend 15 feet east and 15 feet west from the fire hydrant at each location.	FINAL MAP - RECORD	METRO FIRE		N		107

Final Conditions of Approval/Mitigation Measures

Section I Conditions of Approval		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
5.	Applicant shall prepare Conditions, Covenants and Restrictions to provide for, including but not limited to methods and criteria for overall site landscape maintenance, access and enforcement for the common areas shared by the four parcels. The CC&R's shall be reviewed and approved by the City Attorney's office to form and content. The City reserves the right to review and approve any significant changes to the CC&R's after the final recordation of the map.	FINAL MAP - RECORD	PLANNING		N		113
6.	Applicant shall prepare and receive approval of a landscape and maintenance plan. Additionally, a report shall be presented by a certified arborist that outlines the pruning schedule for restoring the trees along Mather Field Road that were recently severely pruned. A monetary performance security or proof of full payment of the estimated costs for required pruning shall be provided to the City and in the case of a security bond it shall be held until such time as pruning described in the arborist's report has been completed. Any required planting shall be installed in substantial conformance with the approved plan prior to the recordation of the map or in lieu of installation; a monetary performance security equivalent to the cost of the installation can be filed with the City.	FINAL MAP - RECORD	PLANNING		N		108
7.	The parcel map shall indicate the area that is subject to future road improvement on Rockingham drive, and a note shall be placed on the map requiring an Irrevocable Offer of Dedication to the City of Rancho Cordova to the satisfaction of the Public Works Department.	FINAL MAP - RECORD	PUBLIC WORKS		N		105

Final Conditions of Approval/Mitigation Measures

Section I Conditions of Approval		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments	Internal ID#
8.	Property Owner/Applicant shall participate in a funding mechanism for maintenance of any existing or new publicly maintained frontage and median landscaping associated with the project by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	FINAL MAP - RECORD	PUBLIC WORKS		N		103
9.	Property Owner/Applicant shall participate in a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project, including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	FINAL MAP - RECORD	PUBLIC WORKS		N		104
10.	Applicant shall record a Reciprocal Access and Parking Agreement giving parcels 1, 2, 3, and 4 access to all parking lots. A note shall be placed on the Final Parcel Map stating that "Reciprocal access and parking between parcels shown hereon shall be granted/reserved prior to the sale and/or re-conveyance of said parcels."	FINAL MAP - RECORD	PUBLIC WORKS		N		106
11.	Sewer service shall continue to be provided by the SASD infrastructure to the existing sewer service laterals. Required modifications, if any, shall be the satisfaction of the SASD. The SASD Design Standards apply to any on and off site sewer construction.	FINAL MAP - RECORD	SACRAMENTO AREA SEWER DISTRICT		N		110

Final Conditions of Approval/Mitigation Measures						
Section I Conditions of Approval		Timing	Enforcing Agency	Verification Date and Signature	Monitor	Comments
12.	Each parcel with a sewer source shall have a separate connection to the SASD public sewer system.	FINAL MAP - RECORD	SACRAMENTO AREA SEWER DISTRICT		N	
13.	Parcel D will be land locked. Demonstrate to SASD the existence of, or if required, obtain a minimum 10-foot wide private sewer service easement across Parcels C and B to the SASD sewer collector.	FINAL MAP - RECORD	SACRAMENTO AREA SEWER DISTRICT		N	
						Internal ID#
						111
						112

PARCEL MAP OF
ROCKINGHAM PLAZA
 SUBDIVISION NO. DD 6856
 A PORTION OF LOTS 57, 58, 59, AND 63
 'AMENDED MAP OF NATOMAS AMERICAN RIVER
 SUBDIVISION NO. 4', BOOK 15 OF MAPS, PAGE 44
 CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, CALIFORNIA
 AUGUST 2010
MURRAY SMITH & ASSOCIATES
 SHEET 1 OF 2

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THE PARCEL MAP AND PURSUANT TO THE PROVISIONS OF SECTION 7050 OF THE GOVERNMENT CODE REVOCABLY OFFERS FOR DEDICATION TO THE CITY OF RANCHO CORDOVA FOR ANY PUBLIC PURPOSE THE RIGHT OF WAY ON, OVER, ACROSS AND UNDER THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS IRREVOCABLE OFFER OF DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- A) EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLINERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THEREON, ON, OVER, UNDER AND ACROSS THE STRIPS OF LAND 12.5 FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC DRIVE AND ROADS.

HERITAGE HOUSE EXCHANGE LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____, TITLE: _____, PRINT NAME: _____
 _____, TITLE: _____, PRINT NAME: _____

NOTARY STATEMENT

STATE OF _____)
 COUNTY OF _____)
 ON _____, 2010, BEFORE ME,
 _____, A NOTARY PUBLIC, PERSONALLY APPEARED
 _____, WHO 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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR
 AUTHORIZED CAPACIT(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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
 FOREGOING IS TRUE AND CORRECT.
 WITNESS MY HAND:
 _____, 2010, AT _____, M. IN
 BOOK _____, DAY OF _____, 2010, AT THE REQUEST OF HERITAGE HOUSE
 EXCHANGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TITLE TO THE LAND INCLUDED IN THE
 PARCEL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

SIGNATURE: _____

NOTARY PRINTED NAME: _____

MY NOTARY COMMISSION NO. _____

MY COMMISSION EXPIRES ON: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED APRIL 6,
 2004 IN BOOK 2004-0408 PAGE 2032, OFFICIAL RECORDS OF SACRAMENTO COUNTY HEREBY CONSENTS
 TO THE RECORDATION OF THIS MAP.

BY: _____, TITLE: _____
 _____, TITLE: _____

NOTARY STATEMENT

STATE OF _____)
 COUNTY OF _____)
 ON _____, 2010, BEFORE ME,
 _____, A NOTARY PUBLIC, PERSONALLY APPEARED
 _____, WHO 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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR
 AUTHORIZED CAPACIT(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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
 FOREGOING IS TRUE AND CORRECT.
 WITNESS MY HAND:
 _____, 2010, AT _____, M. IN
 BOOK _____, DAY OF _____, 2010, AT THE REQUEST OF HERITAGE HOUSE
 EXCHANGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TITLE TO THE LAND INCLUDED IN THE
 PARCEL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

SIGNATURE: _____

NOTARY PRINTED NAME: _____

MY NOTARY COMMISSION NO. _____

MY COMMISSION EXPIRES ON: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS
 PARCEL MAP AND OFFERS FOR DEDICATION TO THE CITY OF RANCHO CORDOVA FOR ANY PUBLIC PURPOSE
 CONSENTS TO THE IRREVOCABLE OFFER OF DEDICATION OFFERED HEREIN.

DATED: _____, 2010

CITY CLERK
 CITY OF RANCHO CORDOVA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
 CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE
 REQUEST OF HERITAGE HOUSE EXCHANGE, LLC IN APRIL 2010.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED
 TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS
 INDICATED. THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: _____, 2010

MICHAEL S. COSTA, LS 6600
 EXPIRATION DATE: 12-31-11

**CITY ENGINEER'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME
 AS THE TENTATIVE MAP. THE ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY
 ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY
 CORRECT.

DATED: _____, 2010

CYNTHIA E. ANWAR, LS 7723/R.C.E. 45404
 EXPIRATION DATE: 12-31-11

RECORDER'S STATEMENT:

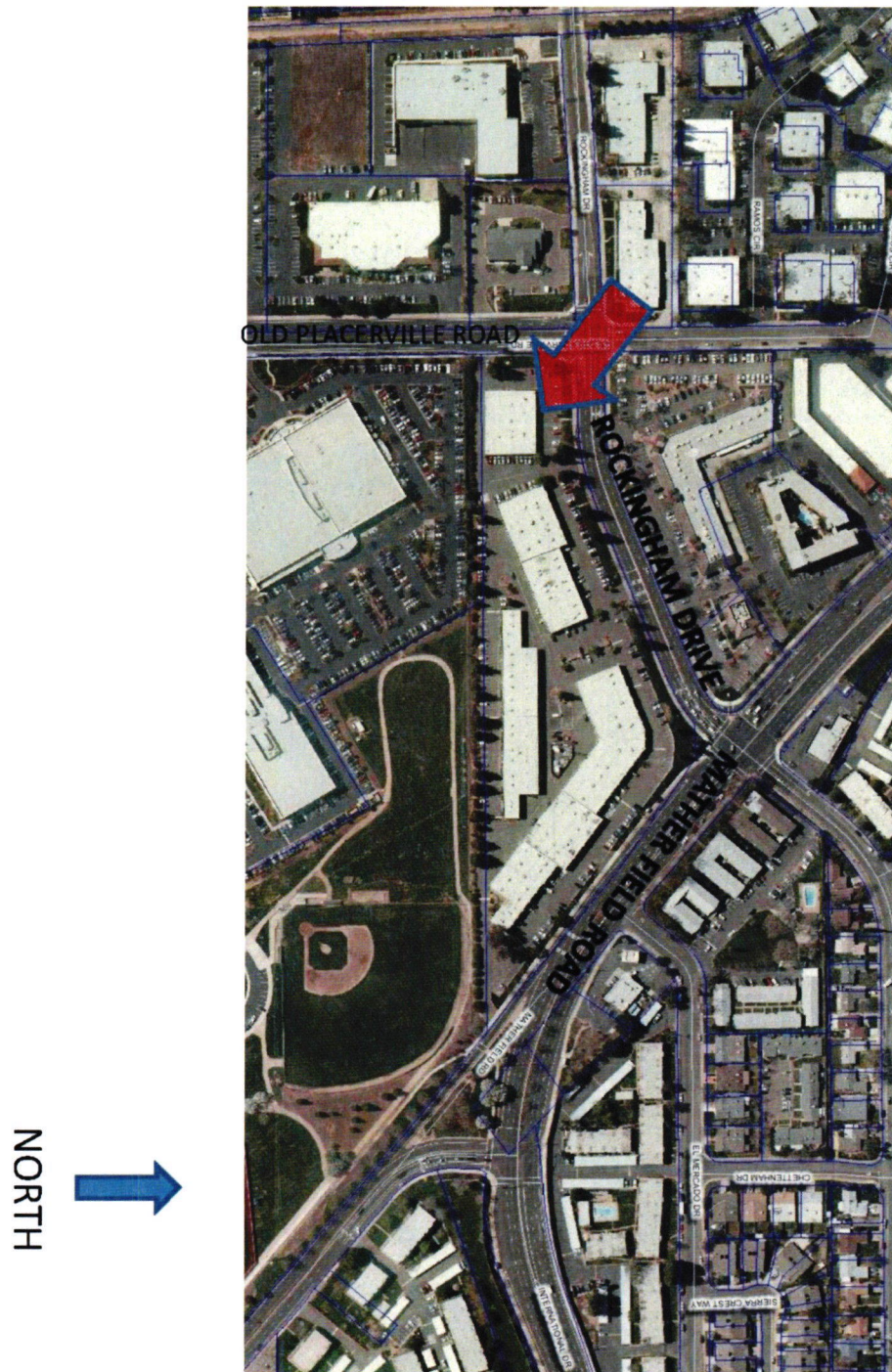
FILED THIS _____ DAY OF _____, 2010, AT _____, M. IN
 BOOK _____, DAY OF _____, 2010, AT THE REQUEST OF HERITAGE HOUSE
 EXCHANGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TITLE TO THE LAND INCLUDED IN THE
 PARCEL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

COUNTY RECORDER, SACRAMENTO COUNTY

DOC. NO. _____

BY: _____, FEE: _____

ROCKINGHAM PLAZA PARCEL MAP



MEMORANDUM



DATE: September 7, 2010

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) OF RECOVERY ZONE FACILITY REVENUE BONDS FOR THE SUNEDISON PORTOLIO NO. 2

RECOMMENDATION

That Council:

- a) Conduct a public hearing for the proposed issuance by the California Statewide Communities Development Authority (CSCDA) of bonds in an amount not to exceed \$1,300,000 (Bonds), for the purpose of financing the installation of solar equipment located at 11051 Olson Drive (Kohl's) and generally known as SunEdison Portfolio No. 2 (Project); and
- b) Adopt Resolution No. 104-2010 approving the issuance of the Bonds for the financing of the Project (as described herein) by the CSCDA.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the CSCDA, or its designee, to proceed with tax-exempt bond financing of the project. If Council declines adoption of the resolution, the CSCDA may seek other financing at higher interest rates or not proceed with the project.

BACKGROUND

Reasons for the Hearing and the Resolution

Pursuant to Internal Revenue Code, Section 147(f), the City of Rancho Cordova must conduct a public hearing providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such public hearing, reasonable notice must be provided to the members of the community. Following the close of the public hearing, the governing body must provide its approval of the issuance of the Bonds for the financing of the Project.

The Project

The proceeds of the Bonds will be used to 1) finance the installation of solar equipment on the Kohl's building located at the following address in the City and generally known

as SunEdison Portfolio #2: 11051 Olson Drive, Rancho Cordova, California; and 2) refinance the bonds which financed the project, but only in such cases where federal tax laws would not require additional public hearings, consideration or approval by the City Council. The facilities are to be owned and operated by the Borrower.

The Bonds

The Bonds to be issued by the CSCDA for the Project will be the sole responsibility of the entity serving as the Borrower, and the City will have no financial, legal, moral obligation, liability, or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

Outside of holding the public hearing, adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

California Statewide Communities Development Authority

California Statewide Communities Development Authority (CSCDA) is a joint exercise of powers authority which is authorized to issue bonds, notes, and other evidences of indebtedness or certificates of participation in leases or other agreements in order to promote economic development in the State of California. CSCDA consists of over 500 California cities, counties and special districts, including the City of Rancho Cordova.

ATTACHMENT

Resolution No. 104-2010.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 104-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING
THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT
AUTHORITY (CSCDA) OF RECOVERY ZONE FACILITY REVENUE BONDS FOR THE
SUNEDISON PORTFOLIO #2**

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. (the "Act") and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Rancho Cordova (the "City"), to issue revenue bonds for the purpose of promoting economic development in the State of California; and

WHEREAS, SunEdison, LLC or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of recovery zone facility revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$1,300,000 in outstanding aggregate principal amount, to finance the installation of solar equipment on the Kohl's building located at the following address in the City and generally known as SunEdison Portfolio #2 (the "Project"): 11051 Olson Drive, Rancho Cordova, California; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority at no time to exceed \$1,300,000 for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional public hearings, consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement; and

WHEREAS, by its Resolution No. 2009-0939 adopted on December 8, 2009, the Board of Supervisors of the County of Sacramento (the "County") has declared the County a "recovery zone" within the meaning of Section 1400U-1 of the Internal Revenue Code; and

WHEREAS, the City is located entirely within the County; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement, and ratification of the County's finding of a recovery zone that includes the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construction the Project or to refinance the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit, or other action necessary for the acquisition, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 6. The City Clerk shall forward a certified copy of this resolution and a copy of the affidavit of publication of the hearing notice to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 7. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

MEMORANDUM



DATE: September 7, 2010

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director
Pam Johns, Project Manager (Specific Plan)
Patrick Angell, Project Manager (EIR)

SUBJECT: **ORDINANCES AND RESOLUTION APPROVING THE LIMITED ENTITLEMENT FOR RIO DEL ORO SPECIFIC PLAN, A PROJECT THAT PROPOSES MIXED USE DEVELOPMENT ON APPROXIMATELY 3,828 ACRES NORTHEAST OF SUNRISE AND DOUGLAS BOULEVARDS – PROJECT NO. RC-04-052 – AMENDMENT TO AEROJET SPECIAL PLANNING AREA, DEVELOPMENT AGREEMENT, AND ENVIRONMENTAL IMPACT REPORT**

(CONTINUED FROM AUGUST 16, 2010)

RECOMMENDATION

PUBLIC COMMENT PERIOD CLOSED

Recommend the City Council consider follow up information to the August 16th staff report and public hearing and take action to approve the Limited Entitlement for Rio del Oro Specific Plan, a project that proposes mixed use development on approximately 3,828 acres northeast of Sunrise and Douglas Boulevards. Specific requested actions include:

- a) Waive first reading and introduce Ordinance No. 14-2010 approving the Rio del Oro Specific Plan that would establish a land plan, zoning standards, and design guidelines, as well as preliminary phasing and financing concepts to guide subsequent detailed finance and phasing plans **(Roll Call Vote)**; and
- b) Waive first reading and introduce Ordinance No. 15-2010 amending the Aerojet Special Planning Area that was previously approved by Sacramento County. Approval would affect land within the Rio del Oro project area and amend the City's Zoning Map and Section 23.322.030(C)(4) of the Zoning Code to delete the Rio Del Oro Specific Plan Area from the Aerojet Special Planning Area **(Roll Call Vote)**; and
- c) Waive first reading and introduce Ordinance No. 16-2010 approving a Development Agreement that will establish necessary guarantees for the City and Applicant regarding current and future project entitlements and approving Two Tier 1 Development Agreements for the Rio del Oro Project **(Roll Call Vote)**; and
- d) Resolution No. 92-2010 will establish Certification of the Environmental Impact Report with adopting findings, a Statement of Overriding Considerations, and a Mitigation Monitoring Plan for the Rio del Oro Specific Plan for Tier 1 approvals.

RESULT OF RECOMMENDED ACTION

The actions listed above will complete the first stage of project review (Tier 1 Approvals) for the Rio del Oro project. These approvals will establish the mix of land uses within the project (residential, commercial, office, etc.), major road alignments, and the general character of the project. A later stage of the project review, Tier 2 Approvals, will address detailed issues related to the project, including obligations that the developer must meet during project construction. No construction can occur within the project until the Tier 2 Approvals have been completed.

BACKGROUND

On August 16, 2010 the City Council held a public hearing to consider the Rio del Oro limited entitlement request. The staff report for that meeting included extensive background information, project history, details about the requested entitlements, and Planning Commission recommendation. At that meeting, the City Council heard staff presentation, took public testimony, closed the public hearing, discussed and continued the project to this meeting on September 7, 2010.

As discussed at the meeting, staff received a 112-page letter just prior to the meeting on August 16th from attorney William Kopper expressing concerns with the Final Environmental Impact Report (FEIR) for the project (**Attachment 5**). While the letter was received after the close of public comment, the City Attorney requested that City Council continue the project to allow staff and attorneys to review the letter and provide input prior to action. This report focuses on that follow up and includes only the necessary adopting documents.

FOLLOW UP FROM AUGUST 16, 2010 MEETING

Just prior to the City Council's August 16th public hearing on the Project, the City received a letter from William Kopper raising certain legal issues relating to the Project (Kopper letter). The Council directed that City staff review the issues raised and prepare a response to present to the City Council at its next meeting. The City Attorney's Office, with the assistance of other City Departments, has prepared a response to the issues raised in the Kopper letter (Response), which is attached to the staff report as (**Attachment 6**). City staff carefully considered each of the legal issues raised and concludes that none present a legal basis for the Council not to approve the Project as proposed. A summary of the Response is set forth below.

The main issues raised in the Kopper letter relate to the following: consistency and accuracy of Project Description, water supply and infrastructure, noise, traffic mitigations, energy use and greenhouse gases. On Project Description, the fact that the City is approving a subset of the entitlements analyzed in the EIR (the Tier 1 Entitlements) does not violate CEQA. CEQA does not require that the Project described in the Draft EIR be "locked in stone" and preserves Council discretion to approve entitlements for a Project as long as the environmental impacts of the approved entitlements were analyzed in the EIR. The City will determine if further environmental review is required at the time of consideration of approval of the Tier 2 Entitlements. The water supply and infrastructure analysis in the EIR complies with Vineyard standards. The recent Agreement between Aerojet and SCWA secures 8900 acre feet of GET water to meet Project demand. GET water has consistently been analyzed as a source of water supply for the Project in the Water Supply Assessment, Draft EIR, Recirculated Draft EIR and Final EIR. The impacts for water supply infrastructure are analyzed in the

EIR. The analysis in certified CEQA documents for infrastructure related to SCWA water projects and plans is properly incorporated by reference. The EIR analyzed noise impacts from Mather Field Airport airplane overflights and included mitigation to address the impacts which require the recordation of aviation easements and incorporation of noise attenuation measures.

For traffic mitigation, the CEQA findings properly conclude that certain improvements require the approval of other agencies (e.g., Sacramento County and Caltrans) and, therefore, the impacts would be significant and unavoidable since the City cannot assure their completion. However, the City imposes the mitigation on the Project and requires the Project to contribute its "fair share" towards the cost of traffic improvements. "Fair share" mitigation for traffic improvements is an approved measure under CEQA. There are no interagency or regional agreements or funding mechanisms in place at this time that the Project can participate in for extra-jurisdictional traffic improvements. The EIR properly analyzes Project impacts due to energy usage under applicable legal standards. Since the energy impacts are less than significant, the City is not required to impose energy conservation measures on the Project. However, elements of the Project and mitigation measures to address air quality impacts will reduce the Project's energy usage. The EIR contains an analysis of greenhouse gas impacts which complies with CEQA. The EIR includes mitigation measures to reduce greenhouse gas emissions. However, the impact will remain significant and unavoidable.

The approval documents presented to the City Council at its August 16th meeting have been slightly modified to include some additions and clarifications. The additions and clarifications are provided in (**Attachment 7**). If the City Council decides to approve the Project as proposed, the final motion should direct that these changes be made in the proposed approval documents.

ATTACHMENTS

1. Ordinance No. 14-2010 An Ordinance of the City Council of the City Of Rancho Cordova Adopting the Rio Del Oro Specific Plan.
2. Ordinance No. 15-2010 An Ordinance of the City Council of the City Of Rancho Cordova Amending the City's Zoning Map and Section 23.322.030(C)(4) of the Zoning Code to Delete the Rio Del Oro Specific Plan Area from the Aerojet Special Planning Area.
3. Ordinance No. 16-2010 an Ordinance of the City Council of the City of Rancho Cordova Approving Two Tier 1 Development Agreements for the Rio Del Oro Project.
4. Resolution No. 92-2010 A Resolution of the City Of Rancho Cordova Certifying an Environmental Impact Report and Adopting Environmental Findings, a Statement of Overriding Consideration and a Mitigation Monitoring And Reporting Program Under CEQA for the Rio Del Oro Tier 1 Approvals.
5. William Kopper Letter (previously distributed)
6. Response to William Kopper Letter
7. Final EIR Errata Sheet

CITY OF RANCHO CORDOVA

ORDINANCE NO. 14-2010

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING
THE RIO DEL ORO SPECIFIC PLAN**

WHEREAS, the development application for the Rio del Oro project ("Project") was transferred from the County of Sacramento to the City of Rancho Cordova ("City") upon the City's incorporation on July 1, 2003. Since that time, the City has been in the process of evaluating the Rio del Oro Specific Plan application in accordance with Government Code sections 65450-65457; and

WHEREAS, the Project is a plan for a mixed-use development supporting a combination of employment-generating uses, retail and supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 3,828-acre site in the City of Rancho Cordova. The Project includes 11,601 residential units at various densities; 522 acres of employment-generating uses (village commercial, shopping center, business park, industrial park); public/quasi-public uses; elementary, middle, and high schools; community and neighborhood parks; private recreational uses; stormwater detention basins; open-space areas and open-space preserves; a drainage parkway; greenbelts; major roads with landscaping; and a wetland preserve/mitigation bank. Several off-site infrastructure facilities (road widening and extensions, sewer interceptors, water and wastewater treatment facilities, wastewater transmission mains, water pipelines and distribution systems and facilities, electrical transmission lines, and water tanks) are proposed to serve project development; and

WHEREAS, Government Code section 65451 states that a specific plan shall include a text and a diagram or diagrams which specify all of the following:

- (1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.
- (2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
- (3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- (4) A program of implementation measures including regulations, programs, public work projects, and financing measures necessary to carry out paragraphs (1), (2), and (3) above.
- (5) The specific plan shall include a statement of the relationship of the specific plan to the general plan.

WHEREAS, the proposed Project has gone through several revisions in response to studies, changing market conditions, General Plan policies, other City planning efforts, and input and direction from staff and decision makers; and

WHEREAS, the City referred the proposed Rio del Oro Specific Plan to numerous agencies and entities and provided each with adequate time in which to comment on the draft Specific Plan; and

WHEREAS, in accordance with Government Code section 65454, the proposed Rio del Oro Specific Plan has been determined to be consistent with the City's General Plan as detailed below, in the Rio del Oro Specific Plan Draft EIR/EIS Appendix F (Consistency of the Rio del Oro Specific Plan with the City of Rancho Cordova General Plan) and the Re-circulated Draft EIR/Supplemental EIS Appendix N and P relative to water and biology; and

WHEREAS, the City determined that an Environmental Impact Report ("EIR") should be prepared and circulated a Notice of Preparation on December 12, 2003 to public agencies and interested parties for consultation on the scope of the EIR; and

WHEREAS, the EIR identified several potentially significant impacts that will be reduced to insignificance with specified mitigation measures and certain impacts that are significant and unavoidable. Approval of the Project will therefore require adoption of CEQA environmental findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program; and

WHEREAS, on July 8, 2010, the Planning Commission held a properly noticed public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the item. At the meeting, the Planning Commission recommended that the City Council adopt the Rio del Oro Specific Plan, other Tier 1 entitlements, and the EIR for the Project; and

WHEREAS, on August 16, 2010, the City Council held a properly noticed public hearing to consider a written staff report on the Project (including the Rio Del Oro Specific Plan), EIR, and all other oral and written comments presented to them; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Recitals

The foregoing recitals are true and correct and made a part of this Ordinance.

Section 2. Consistency with the General Plan

In accordance with Government Code section 65454, the City Council finds that the proposed Rio del Oro Specific Plan is consistent with the City's General Plan. The findings and evidence to support this General Plan consistency determination are set forth in **Exhibit A** attached hereto and incorporated herein by this reference, which addressing consistency with applicable policies in the General Plan, and the general findings set forth below.

In general, the Project is consistent with the General Plan as follows:

- The Rio del Oro Specific Plan Community Plan (Exhibit 3-1), Land Use Plan (Exhibit 3-2), and land use parameters in Section 3 and Appendix A are consistent with the desired land use patterns (neighborhoods, villages, and districts) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of the Rio del Oro Specific Plan is consistent with the Rio del Oro Planning Area Concept Plan (Figure LU-26), corresponding text description, and assumed development potential (Table LU-5) outlined in the General Plan.

- The Rio del Oro Specific Plan and Development Standards and Design Guidelines (Specific Plan Appendix A) include a land use plan, use and development standards as well as guidelines for subsequent project design consistent with the goals of the General Plan Urban Design Element. Specifically, the location and design concepts for the village, local, and regional town centers within Rio del Oro are in keeping with the building block concepts outlined in the Urban Design Element (Goal UD-1 and corresponding policies and actions). Additionally, design guidelines in Appendix A establish unique project identity with context sensitive design provisions envisioned in Goals UD-3 and UD-4).
- The Rio del Oro Specific Plan includes land use designations for a significant employment center, two village centers, one local town center, and two regional town centers. This plan implements General Plan Economic Development Element Goals ED-1 and ED-2 in terms of diversifying the local economy and providing new local and regional retail opportunities.
- The Rio del Oro Land Use Plan (Exhibit 3-2) includes a wide range of residential land use designations including single-family residential, medium density residential, high density residential, as well as opportunities for high density housing in select mixed use center locations. Residential land use designations (allowing between 2 and 40 units/acre) are distributed throughout the project site with high density housing located in close proximity to schools, parks, jobs and employment. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities, respectively.
- The Rio del Oro Circulation Plan (Exhibit 4-2) is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local project traffic, improved community circulation, and well as regional transportation system with the addition of two major north south roadways (Rancho Cordova Parkway and Americanos Boulevard) as well as improvements to the east-west connectivity. The Rio de Oro Bikeway and Trails Plan (Exhibit 4-5) is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. Section 4 of the Rio del Oro Specific Plan identifies planned street improvements for major roadways and trails and establishes standards and principles for subsequent review of local streets and trail connections in keeping with the General Plan Circulation Element Goals C-1 and C-2 for multi-modal facilities and connectivity.
- The Rio del Oro Land Use Plan (Exhibit 3-2) designates approximately 990 acres (~25% of the project area) for parks and open space, which excludes storm water detention and private recreation areas. Project open space includes a 510 acre wetland preserve, drainage parkways, landscape corridors, and greenbelts. Project parks include a 70 acre community park, plus adult sports park, neighborhood parks and future pocket parks and neighborhood greens. The Rio del Oro Bikeway and Trails Plan (Exhibit 4-5) includes more than 15 miles of Class I, paved off-street bike paths connecting neighborhoods to activity centers and improving regional trail connections. Planned open space, parks, and trails for Rio del Oro are consistent with General Plan Open Space, Parks, and Trails Element Goals OSPT-1, OSPT-2, and OSPT-3 in establishing a premier system of public parks, establishing connected and diverse open space systems, and maximizing opportunities for pedestrians and cyclists.
- Sections 4 (Circulation Element), 6 (Public Utilities Element) and 7 (Public Services Element) of the Rio del Oro Specific Plan identify necessary infrastructure, utilities, and services for the project consistent with the goals and policies outlined in the General Plan Infrastructure, Services, and Finance Element. Rio del Oro Specific Plan Section 8

(Implementation and Administration) identify requirements for the Financing Plan that is required prior to or contemporaneous with the approval of the first large lot tentative map for the Rio del Oro development. That section also includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.

- The Environmental Impact Report/Environmental Impact Statement for the Rio del Oro project identifies all known and protected resources within the project area. Required protection and mitigation measures have been incorporated into the Rio del Oro Specific Plan as shown on the Land Use Exhibit (Exhibit 3-2) and as described in Section 5 (Environmental Resources Element). The Rio del Oro project is consistent with the General Plan Natural Resources Element Goals NR-1, NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands, and creek corridors.
- The Rio del Oro Specific Plan includes information about the historic use of the property and the Development Standards and Design Guidelines (Appendix A) specifically reference historic rocket testing operations on a neighborhood park site (Parcel 80) where special design treatment should convey the site's historic interest through inclusion of interpretive exhibits or other design features. This provision is consistent with General Plan Cultural and Historic Resources Element Goal CHR-1 to identify and preserve the history of Rancho Cordova for future generations.
- The Rio del Oro Specific Plan (including Appendix A) includes drainage improvements consistent with General Plan Safety Element Goal S-2 (and corresponding policies and actions) to reduce the possibility of a flooding or drainage issue causing damage to urban land uses. Residential uses within the project area are located outside of the designated Mather Airport flight zone consistent with Safety Element Goal S-6 to protect the community from potential harm associated with Mather Airport operations. Finally, the Rio del Oro Development Standards and Design Guidelines incorporate best practices from the Crime Prevention Through Environmental Design (CPTED) standards to ensure consistency with Safety Element Goal 7 regarding design of neighborhoods and buildings to maximize safety/security and minimize crime.
- The Rio del Oro Land Use Plan (Exhibit 3-2) incorporates desired development patterns for a balanced mix of uses that incorporate housing, jobs, and services in close proximity connected by roadways and trails to reduce vehicular travel and maximize opportunities for walking and biking. This land use plan and corresponding circulation exhibits are consistent with the General Plan Air Quality Element Goals AQ-2 and AQ-3 regarding land use patterns and densities, as well as circulation systems to reduce vehicle trips and air quality impacts.
- The Rio del Oro Land Use Plan (Exhibit 3-2) maintains residential uses outside of the designated Mather Airport flight zone and establishes setbacks and in some cases soundwalls to mitigate noise impacts from heavily traveled roadways and adjoining industrial uses to the west and south of the project site. This land plan and provisions in the Rio del Oro Development Standards and Design Guidelines are consistent with the General Plan Noise Element Goal N-1 to ensure that new development is free of noise disturbances.

Section 3. Compliance with State Law Requirement for Specific Plans

The proposed Rio del Oro Specific Plan complies with the requirements of Government Code section 65451 in that:

- (1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan are provided in Rio del Oro Specific Plan Section 3 (Land Use Element) and Section 7.2 (Parks and Open Space).
- (2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan are provided in Rio del Oro Specific Plan Section 4 (Circulation Element) and Section 6 (Public Utilities Element).
- (3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable are provided in Rio del Oro Specific Plan Section 5 (Environmental Resources Element).
- (4) A program of implementation measures including regulations, programs, public work projects, and financing measures necessary to carry out paragraphs (1), (2), and (3) above are provided in Rio del Oro Specific Plan Section 8 (Implementation)
- (5) The Rio del Oro Specific Plan includes a statement of the relationship of the specific plan to the general plan in Section 1 (Introduction).

Section 4. CEQA Compliance

In compliance with the California Environmental Quality Act, on September 7, 2010, the Rancho Cordova City Council, pursuant to Resolution No. 92-2010 certified the EIR, adopted environmental findings pursuant to CEQA guidelines Section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring plan for the Rio del Oro Project, including the Specific Plan, prior to approval of the Specific Plan.

Section 5. Adoption of Rio del Oro Specific Plan

The City Council hereby adopts the Rio del Oro Specific Plan, attached as **Exhibit B**.

Section 6. 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 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 7. Effective Date

Within fifteen (15) days after adoption, a Summary of this ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN			
General Plan Land Use Element Policies	Consistency	Analysis	
Policy LU.1.3 Maintain a strong jobs-housing ratio, with a diverse job base and corresponding housing stock, within the Planning Area. Improve the relationship and proximity of jobs to housing and commercial services. (Further implemented through Action LU.1.3.2)	Yes	As described in Section 3.2, the project is expected to result in an improved jobs housing ratio than what current exists and is generally consistent with the City's General Plan in regards to the mix of residential and nonresidential land uses. Additionally, the project area includes retail, commercial, and industrial uses interspersed with residential uses; thereby providing jobs within proximity to housing.	
Policy LU.1.6 Ensure adequate provisions for development of civic uses (public/quasi-public). (Further implemented by Action LU.1.6.1)	Yes	The proposed project includes the designation of public uses including public schools, parks (e.g., community park), and other public or quasi-public uses. Additional civic uses, such as hospitals, are listed as allowed uses in other zoning designations as well.	
Policy LU.1.9 The City shall require development to protect one acre of existing farmland of equal or higher quality for each acre of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance that would be converted to non-agricultural uses. This protection may consist of the establishment of farmland conservation easements, farmland deed restrictions, or other appropriate farmland conservation in perpetuity, but may also be utilized for compatible wildlife conservation efforts. The farmland to be preserved shall be located within Sacramento County and must have adequate water supply to support agricultural use. As part of the consideration of land areas proposed to be protected, the City shall consider the benefits of preserving farmlands in proximity to other protected lands.	Yes	The project site does not include any Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, no protection of existing farmland is required and the proposed project is consistent with this policy.	
Policy LU.2.1 Ensure future land use and growth within the Planning Area adheres to the City's eight smart growth principles, as described in this Element. <i>Smart growth principles that apply to the proposed project are:</i> Transportation Choices	Yes	The proposed project impacts the seven applicable Smart Growth Principles as follows: - Transportation Choices - In addition to major roads planned throughout the project, transit opportunities are provided along those roads. Additionally, the project has proposed pedestrian/bicycle path network for the site. - Housing Choices - The proposed project includes a mix of high, medium, and low-density residential land uses, providing choices for future residents in the area of density and ultimately	

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN			
- Housing Choices - Integrated (Mixed) Land Uses - Compact Urban Development - Walkable Neighborhoods - Preservation/Integration of Natural Resources - Quality Design/Sense of Place		- home size and price. - Mixed Land Uses - The proposed project includes residential, commercial, office, and industrial land uses. - Compact Urban Development - The proposed project is designed with commercial land uses surrounded by residential uses and connected by both roads and pedestrian/bicycle paths. Neighborhoods within the proposed project are consistent with the building blocks concept of the City and are therefore clustered and compact. - Walkable Neighborhoods - Residential land uses in the proposed project are clustered around transit and commercial opportunities, fostering a walkable community and serving to create compact residential areas. - Preservation/Integration of Natural Resources - The proposed project includes a 507-acre wetland preserve in the southern portion of the project. The project would also include additional open space associated with project drainage improvements and habitat preservation for VELB. - Quality Design/Sense of Place - The final design of structures within the proposed project will be subject to the Rio del Oro Specific Plan Design Guidelines.	
Policy LU.2.4 Use Community Plans, Specific Plans, and development projects to promote pedestrian movement via direct, safe, and pleasant routes that connect destinations inside and outside the plan or project area.	Yes		The proposed project (a specific plan) includes an extensive network of sidewalks and off-roadway pedestrian trails with interconnection with planned development, consistent with the General Plan.
Policy LU.2.6 Discourage the over concentration of retail shopping facilities in a single location in order to ensure neighborhood services are distributed and integrated into the City's neighborhoods and that market demand is met without diminishing the viability of nearby commercial properties with the same customer base. (Further implemented by Action LU.2.6.1)	Yes		The proposed project includes Regional and Local Town Centers in several locations within the project area as well as Village Commercial areas, consistent with the City's Building Blocks Concept and the General Plan. The General Plan's designation, location and size of retail land uses within the Specific Plan area were based on technical analysis contained in the General Plan Proforma.
Policy LU.3.4 Consult with state and federal regulatory and resource	Yes		Responsible State and federal regulatory and resource agencies were contacted during the design of the proposed project as well as during

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN			
agencies during initial review of development projects to identify potential environmental conflicts and establish, if appropriate, concurrent application processing schedules.			the preparation process for the EIR/EIS. Additionally, the lead agency for the EIS is the U.S. Army Corps of Engineers, a major stakeholder in the project. Additional input was obtained during the formal public review period for the Draft EIR/EIS.
Policy LU.3.5 Work with community service providers such as the Cordova Recreation and Park District and the Rancho Cordova Neighborhood Center to expand their services to new areas of the City as opportunities arise.	Yes		The proposed project includes the provision of a community park, seven public parks, a private recreation site and passive recreation features associated with proposed drainage facilities (e.g., trails), which have involved close coordination with the Cordova Park and Recreation District.
Policy LU.3.9 Ensure that land uses adjacent to or near Mather Airport are subject to the location, use, and height restrictions of the most recently adopted CLUP at the time of development consideration, except when the CLUP is under an update process. In the circumstance of a CLUP update, coordinate with the County in the review of development projects to determine the most appropriate development restrictions for the continued operation of the airport.	Yes		Industrial uses within the proposed project were purposefully sited within the approach path and corresponding 60 CNEL noise contours for Mather Airport that have been identified by the County. Industrial uses do not constitute sensitive receptors for noise issues. All other areas of concern in the CLUP would not be impacted by the proposed project. City coordination with and participation in the CLUP update process for Mather Airport is ongoing and includes consideration of the proposed project. The City has seen advance versions of the possible modifications to the existing 60 CNEL noise contours that might come out of the CLUP update and has avoided the inclusion of any noise-sensitive land uses within these possible corridors.
General Plan Urban Design Element Policies	Consistency	Analysis	
Policy UD.1.3 Design neighborhoods as walkable places, approximately 1/3 mile in radius, and connected to adjoining neighborhoods by trails, open spaces, and commercial activity nodes. (Further implemented by Actions UD.1.3.1, UD.1.3.2 and UD.1.3.3)	Yes	See discussion under Policy LU.2.4 above for information on the walkability of the proposed project. The proposed project design meets the letter and intent of this policy.	
Policy UD.1.4 Design residential subdivisions with a mix of housing types and densities that satisfy a wide range of lifestyles and income levels.	Yes	The proposed project includes single family residential, medium density residential, and high density residential.	
Policy UD.1.5 Develop vibrant urban cores (village centers and local town centers) as the primary activity centers of each	Yes	See discussion under Policy LU.2.6 above.	

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN			
district within the City			
Policy UD.2.1 Require new development and redevelopment areas to be designed in accordance with the City's building blocks concept.	Yes	See discussion under Policy LU.2.6 above.	
Policy UD.2.2 Redefine Rancho Cordova as a mixed-use community with vibrant, livable neighborhoods and pedestrian development.	Yes	See discussion under Policy LU.2.4, Policy LU.2.6, and Policy UD.1.4 above.	
Policy UD.2.6 Create streetscape designs with themes that are oriented toward and inviting to pedestrians and cyclists and that are unique in character to a district, corridor, or area within the City. (Further implemented by Action UD.2.6.5)	Yes	The proposed project includes an extensive network of pedestrian trails and paths (See discussion under Policy LU.2.4 above) as well as bicycle lanes and paths. The Specific Plan and proposed Rio del Oro Design Guidelines includes details on the design and location of these paths, providing a unique visual character.	
Policy UD.3.1 Ensure quality design of new development and redevelopment with an integrated development style. (Further implemented by Actions UD.3.1.2 and UD.3.1.3)	Yes	The Specific Plan and proposed Rio del Oro Design Guidelines include guidance as to the architectural design of buildings in the project area, thereby establishing a cohesive style for the project area.	
Policy UD.3.3 Promote the incorporation of public spaces and pedestrian amenities into all commercial and mixed-use projects. (Further implemented by Actions UD.3.3.2 and UD.3.3.3)	Yes	See discussion under Policy UD.2.6 and Policy LU.3.5 above. As the proposed project includes extensive pedestrian and bicycle amenities and public spaces such as parks and schools, the proposed project is consistent with this policy.	
Policy UD.4.2 Design new development to be compatible with surrounding development in ways that contribute to the desired character of the City and District.	Yes	The proposed project was designed consistent with the General Plan and would integrate with planned development to the south of the proposed project and includes buffering from existing industrial uses to the west of the site. The character of development within the proposed project is in-line and consistent with land uses under development to the south and development planned by the City to the north and east. The character of the proposed project will be guided by the City's adopted Design Guidelines, the Specific Plan, and proposed Rio del Oro Design Guidelines.	
General Plan Economic Development Element Policies		Consistency	Analysis

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Policy ED.1.1 Ensure that an adequate supply of land is designated for future development of an economically viable and livable community. (Further implemented by Action ED.1.1.1)	Yes	The proposed project's land use mix is consistent with the General Plan land use provisions for the Rio del Oro Planning Area and includes large areas for retail and employment uses. Retail locations are generally consistent with the market analysis and retail strategy conducted for the General Plan.	
Policy ED.1.4 New industrial uses using large amounts of material and with low employment densities, such as warehousing, should generally be directed toward the Highway 16 corridor and areas constrained by the overflight path.	Yes	Industrial uses within the proposed project, which could include uses such as those described in this policy, will be limited to the overflight path from Mather Airport.	
Policy ED.1.8 Provide a variety of housing types in Rancho Cordova to support a diverse economy, including workforce housing, move-up housing and executive housing.	Yes	As identified in the Rio del Oro Specific Plan Land Use Plan, the proposed project includes single-family residential, medium-density residential, and high-density residential that meets the intent of this policy.	
Policy ED.2.1 Provide a mix of neighborhood retail, community retail, regional retail and specialty retail to serve Rancho Cordova and surrounding communities to achieve the recommendations outlined in the City's Retail Strategy. (Further implemented by Action ED.2.1.1)	Yes	See discussion under Policy LU.2.6 above.	
Policy ED.2.3 Strategically locate regional retail properties to take advantage of the local and regional transportation corridors (e.g., Highway 50, State Route 16, light rail, etc.) and integrate local retail and services into neighborhoods. (Further implemented by Action ED.2.3.1)	Yes	Retail within the proposed project is located along Rancho Cordova Parkway, Sunrise Boulevard and Americanos Boulevard. Rancho Cordova Parkway will eventually connect directly to US-50. Additionally, the proposed project includes a roadway system that connects southward to Douglas Road and Sunrise Boulevard. Sunrise Boulevard leads directly to SR-16. Transit planned for the proposed project would provide access to Light Rail at the Sunrise Station. Neighborhoods within the proposed project are all served by local retail uses (village and local town centers).	
General Plan Housing Element Policies		Analysis	
Policy H.1.1 Improve the City's jobs-housing balance through ensuring that housing development in Rancho Cordova provides opportunities for all income levels in order to serve the full range of available and projected jobs in the City.	Yes	The proposed project includes single-family low-density residential, medium-density residential, and high-density residential. The range of housing densities will provide both for sale and rental opportunities in a wide range of housing types for different income levels and to house the City's workers.	

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Policy H.1.2 Maintain adequate sites that support a range of housing types appropriate for the city's housing needs, taking into account employment projections, household growth, and the City's share of regional housing needs. (Further implemented by Action H.1.2.1)	Yes	Action H.1.2.1 requires that 5% of the residential acreage be designated for >10du/ac and 5% of the residential acreage be designated for >30 du/ac. The proposed project currently provides 13.7% of the residential acreage for medium density residential (6.1 – 18 du/ac) and 5.2% of the residential acreage for high density residential (18.1 – 40 du/ac). Specific Plan text clarifies that a minimum 5% of the land designated for residential uses will be developed at a minimum of 10 du/ac and that a minimum 5% of the land designated for residential uses will be developed at a minimum 30 du/ac. Consistent with action H.1.2.1, if subsequent development occurs at densities higher than those minimum densities, the corresponding acreage for remaining development at the minimum density can be reduced.
Policy H.1.3 Promote a broader range of housing options for executives. (Further implemented by Action H.1.3.1)	Yes	Specific Plan Exhibit 3-3 identifies candidate locations for executive housing and Development Standards and Design Guidelines includes specific standards for executive lot, single family residential development.
Policy H.1.4 Promote higher density housing in close proximity to transit, employment, and appropriate services, such as transit-oriented development.	Yes	See discussion under Policy H.1.1 above. Higher density residential within the project area is located near proposed commercial and employment centers within the project and along roadways identified for transit service (i.e., Rancho Cordova Parkway).
Policy H.1.5 Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project's plan for providing affordable housing. (Further implemented by Action H.1.5.1 with guidelines provided in Policy H.1.6)	Yes	With regard to the Tier One approvals, City staff has evaluated the Rio del Oro land use plan under the Specific Plan and determined that there are adequate high density residential sites to accommodate affordable housing within the project. An Affordable Housing Plan is required as part of the Tier Two Entitlements for the Project (in conjunction with the required Financing Plan, Phasing Master Plan) which will set forth the specific program for compliance with this policy which may include payment of fees for affordable housing.
Policy H.1.6 The City has established the following guidelines to provide direction for the review of Affordable Housing Plans associated with individual development projects and to provide direction for the preparation of an Affordable Housing Ordinance if one is to be developed. If an Affordable Housing Ordinance is adopted, the City shall review this policy and the following actions for consistency	Yes	See discussion under Policy H.1.2 and Policy H.1.5 above and Action H.1.6.1 below.

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and shall amend the General Plan as necessary to maintain consistency.		
Action H.1.6.1 - The Affordable Housing Plan shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement.	Yes	The Tier One Entitlements for the Project require approval of an Affordable Housing Plan as part of the Tier Two Entitlements and prior to the commencement of development of the Project. Most development in the City has historically occurred with a single tier or step of major land use planning in which a specific plan, a comprehensive development agreement, a detailed financing plan, a phasing plan and housing agreement are all simultaneously approved as the first stage of project entitlement. The requirement for approval of the Project Affordable Housing Plan as part of the Tier Two Entitlements for this project is consistent with this policy because other primary entitlements that are related to the Affordable Housing Plan are required as part of the Tier Two Entitlements, such as the Financing and Phasing Plan. In addition, no physical development of the property can occur until the Affordable Housing Plan is approved by the City..
Policy H.4.1 Ensure that neighborhoods are developed in a balanced, sustainable manner, avoiding over-concentration of affordable housing or over-sized rental complexes and providing a range of housing prices and rents. (Further implemented by Action H.4.1.2)	Yes	As identified in the Rio del Oro Specific Plan Land Use Plan, higher densities of housing within the project are interspersed with lower density residential, avoiding over concentration. Additionally, the Rio del Oro development standards and design guidelines allow second dwelling units in most of the single family residential designations and some of the medium density residential areas.
Policy H.4.5 Ensure that adequate parking is available in multi-family rental properties, condominiums, townhomes, and senior facilities.	Yes	Multi-family residential parking standards listed in the Rio del Oro Development Standards and Design Guidelines are consistent with the current standards in the City zoning code.
Policy H.4.6 Ensure that housing appropriate for empty-nesters and single persons, such as townhomes or small lot, single-family homes, rather than large single-family homes, is developed.	Yes	See discussion under Policy H.1.1 above. Higher density residential development is included within the proposed project and is typically associated with townhomes and other multi-family homes as well as small lot detached homes.
Policy H.6.1 Require energy efficiency in the design and construction of housing developments through implementation of the State Energy Conservation Standards [Title 24]. The long-	Yes	Development and subsequent projects under the Rio del Oro Specific Plan will be required to comply with recently adopted changes to Title 24 of the California Code of Regulations regarding energy efficiency during future planning review by the City. The Rio del Oro Air Quality

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN			
term economic and environmental benefits of energy efficiency shall be weighed against any increased initial costs of energy saving measures. Encourage sustainable development by reducing energy use. (Further implemented by Actions H.6.1.1 and H.6.1.4)			and Emissions Reduction Plan also includes energy reduction measures that would be applied to future development of the site.
General Plan Circulation Element Policies	Consistency	Analysis	
Policy C.1.1 Implement the Circulation Plan with the Roadway System and Sizing Diagram, shown as Figure C-1, as a modified grid network. (Further implemented by Actions C.1.1.1 through C.1.1.5)	Yes	The Rio del Oro Specific Plan Circulation Plan (Exhibit 4-2) is consistent with the General Plan Roadway System and Sizing Diagram.	
Policy C.1.2 Seek to maintain operations on all roadways and intersections at Level of Service D or better at all times, including peak travel times, unless maintaining this Level of Service would, in the City's judgment, be infeasible and/or conflict with the achievement of other goals. Congestion in excess of Level of Service D may be accepted in these cases, provided that provisions are made to improve traffic flow and/or promote non-vehicular transportation as part of a development project or a City-initiated project. (Further implemented by Actions C.1.2.1 and C.1.2.2)	Yes, With Mitigation	The analysis included in Section 3.14 of this EIR/EIS utilized LOS D as the minimum acceptable level of service for roadways analyzed in the section and identifies feasible mitigation measures to reduce the project's impact to City roadway facilities as well as identifies where maintaining LOS D is not feasible, and/or would conflict with other City goals. The project design provides for new roadway connections and additional trail, bike and transit facilities to promote non-vehicular transportation. The Specific Plan land use mix also provides for residential, retail, employment, and public (parks) uses within close proximity that would reduce length of vehicle miles traveled and internalize project traffic.	
Policy C.1.5 Design the circulation system serving the City's industrial areas to safely accommodate heavy truck traffic.	Yes	Industrial uses within the project area are located adjacent to Rancho Cordova Parkway, a major thoroughfare through the project connecting development south of the project area with planned development to the north. This roadway will be capable of handling heavy truck traffic. The roadways within the proposed project (e.g., International Drive) also allow for direct connections to Sunrise Boulevard, another roadway capable of handling heavy truck traffic.	
Policy C.1.7 Require the installation of traffic pre-emption devices for emergency vehicles (police and fire) at all newly constructed intersections and seek to retrofit all existing intersections to incorporate these features.	Yes	The Specific Plan requires the installation of traffic pre-emption devices on all signalized intersections within the project area. Therefore, the proposed project is consistent with this policy.	

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Policy C.1.9 In an effort to reduce automotive traffic and increase the use of other travel modes, support the use of trip reduction programs. (Further implemented by Actions C.1.9.1 and C.1.9.2)	Yes	See analysis above for Policy C.1.2. The Rio del Oro Air Quality and Emissions Reduction Plan also includes the project's participation in a Traffic Management Association.
Policy C.2.1 Create a system of on- and off-street trails and multi-use paths, as generally illustrated on Figure C-2, that are used for walking and bicycling and that are attractive, natural, and safe transportation corridors.	Yes	The proposed project includes a bike and trail plan that provides for an extensive trails network. Many of these trails are located in greenbelts, landscaped parkways, and along open space corridors within the proposed project. Additional circulation features for pedestrians and bicycles are also planned along major roads within the project with enhanced roadway crossings for improved safety.
Policy C.2.2 Require bicycle and pedestrian connections to public transit systems at stops, stations, and terminals; carpool/vanpool park-and-ride lots; and activity centers (e.g., schools, community centers, medical facilities, senior residences, parks, employment centers, high-density residential areas, commercial centers).	Yes	Transit is planned for Rancho Cordova Parkway within the project area. The planned trails system and bike lanes within the proposed project would allow for pedestrian connections to potential transit stops within the site as well as with residential, retail and employment uses.
Policy C.2.3 In designing development projects, design for the pedestrian first. (Further implemented by Actions C.2.3.1 through C.2.3.3)	Yes	See discussion under Policy C.2.1 and Policy C.2.2 above.
Policy C.2.4 Provide sidewalks throughout the City. Meandering sidewalks are discouraged, except where necessary to accommodate site-specific features such as trees or habitat. (Further implemented by Actions C.2.4.1 and C.2.4.2)	Yes	All roadways within the project area include sidewalks that are subject to the City's requirements for width, as stated in the Design Guidelines for the City and enforced during Design Review and Public Works review of subsequent projects within the proposed project area.
Policy C.2.5 Provide safe and convenient bicycle access to all parts of the community. (Further implemented by Actions C.2.5.1 through C.2.5.6)	Yes	See discussion under Policy C.2.1 and Policy C.2.2 above.
Policy C.2.6 Provide on-street bike lanes along all connector roadways	Yes	See discussion under Policy C.2.1 and Policy C.2.2 above.

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and on local and major roadways when necessary to provide for interconnected routes. On-street bike routes may be provided on local, connector, and major roadways as deemed necessary by the City.			
Policy C.3.3 Promote the integration of transit facilities into new development. (Further implemented by Actions C.3.3.1 and C.3.3.2)	Yes	See discussion under Policy C.2.2 above. The specific plan itself does not call for transit facilities within the project area. The Transit System Map identifies a transit route along Rancho Cordova Parkway within the proposed project. The proposed project does not include any characteristics that would impede establishment of such a transit route.	
Policy C.5.2 Require proposed new development projects to analyze their contribution to increased traffic and to implement improvements necessary to address their impact on facilities not covered by a fee program.	Yes, with Mitigation	Analysis and mitigation (where possible) of the traffic related impacts of the proposed project are included in this EIR/EIS in section 3.14. This mitigation is designed to address the project's impact on transportation facilities.	
General Plan Open Space, Parks, and Trails Element Policies	Consistency	Analysis	
Policy OSPT.1.1 Review all proposals for new residential development to ensure each project complies with the City's minimum standards for parkland dedication, and is consistent with Cordova Recreation and Park District goals. (Further implemented by Actions OSPT.1.1.1 through OSPT.1.1.3)	Yes	The proposed project would meet the City's minimum standards for parkland dedication of 5 acres per 1000 population. It should be noted that the High Density Alternative would not be consistent with this policy.	
Policy OSPT.1.3 Encourage park development adjacent to school sites and other compatible uses (public and private) for enhanced civic space and integration into the community. (Further implemented by Actions OSPT.1.3.1 and OSPT.1.3.2)	Yes	All school sites and designated Public/Quasi Public sites within the proposed project are situated immediately adjacent to a park.	
Policy OSPT.1.6 Provide sports and recreation facilities sufficient to attract regional sporting events. (Further implemented by Actions OSPT.1.6.1 and OSPT.1.6.2)	Yes	The proposed project includes a community park site that is planned to include sport facilities that could attract regional sporting events. In addition, the proposed Specific Plan would allow for the development of a sports complex within the "MP" land use designations on the site.	
Policy OSPT.2.1	Yes	The project provides publicly accessible open space consistent with General Plan Action OSPT.2.1.2 that requires Mandatory Open Space	

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Review all proposals for new residential development to ensure compliance with the City's minimum open space standards.		in the amount of 1.75 acres per 1,000 residents. Additionally, Action OSPT 2.1.5 has been implemented throughout the proposed project site with the incorporation of greenbelts and landscape corridors.
Policy OSPT.2.3 Maximize the potential benefits of natural resource mitigation lands within urban development. (Further implemented through Actions OSPT.2.3.1 and OSPT.2.3.2)	Yes	The wetland 507-acre preserve/mitigation bank in the southern portion of the project area not only provides mitigation but also a benefit to the visual quality for the site. Trails are planned along the perimeter of the preserve (outside the actual preserve area) in order to increase the aesthetic value of the preserve (See exhibit 2-13 of the Draft EIR/EIS for a description of the Bikeway and Trails Plan).
Action OSPT.2.3.1: - Encourage projects to accomplish the following: Align roads and public spaces to take advantage of vistas over mitigation lands; Site publicly accessible trails adjacent to the boundaries of mitigation lands to take advantage of the open character and uninterrupted edge of the mitigation lands; and Consider locating public parks adjacent to mitigation lands to create a greater sense of open space and to take advantage of opportunities for vistas and trail connections.	Yes	See Policy 2.3 discussion above. Also see Draft EIR-EIS Exhibit 2-13 for a description of the Bikeway and Trails Plan. Relating to locating parks in close proximity to mitigation lands, exhibit 2-4 of the EIR/EIS shows a large 54 acre private recreation area immediately adjacent to the 507 acre wetland preserve.
Action OSPT.2.3.2 - Through the development review process, incorporate design features that increase visual access to natural resource mitigation lands.	Yes	The 507 acre wetland preserve is surrounded by trails and roadways that will give a relatively unimpeded view of the wetland preserve. See Policy discussion 2.3 above.
General Plan Infrastructure, Services, and Finance Element Policies	Consistency	Analysis
Policy ISF.2.3 Ensure that adequate funding is available for all infrastructure and public facilities, and make certain that the cost of improvements is equitably distributed. (Further implemented by Actions ISF.2.3.1 and ISD.2.3.2)	Yes	The project includes a proposed financing plan. An approved financing plan must be completed prior to the start of construction activities.
Policy ISF.2.1 Ensure the development of public infrastructure that meet the long-term needs of residents and ensure infrastructure is available at the time such facilities are needed (Further implemented by Action ISF.2.1.1 and ISF 2.1.2)	Yes, with Mitigation	The project's compliance with this policy is examined in detail in the recirculated DEIR/supplemental DEIS water supply analysis. Overall, the DEIR/DEIS analysis demonstrates consistency with this Policy. In summary, long-term potable water would be provided by Sacramento County Water Agency (SCWA). However, the permanent long-term

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			water supply cannot be delivered to the project site until the SCWA facilities (Vineyard Surface Water Treatment Plant, the Freeport Regional Water Project, and the North Service Area Pipeline Project) have been constructed and are online. In the near term, Golden State Water Company has indicated that it would have an adequate water supply to serve Phase 1A. Several water supply options for providing initial water to the remaining Phase 1 development have been identified, including water from Golden State Water Company and other alternative sources. Mitigation Measures 3.5-2 and 3.5-3 include the requirements of Actions ISF 2.4.1 and 2.4.2 that certain showings on an available water supply and infrastructure be made prior to approval of various entitlements (see recirculated DEIR/supplemental DEIS Section 3.5 for a description of infrastructure improvements).
Action ISF.2.1.1 – Except when prohibited by state law, require sufficient capacity in all public facilities to maintain desired service levels and avoid capacity shortages, traffic congestion, or other negative effects on safety and quality of life.	Yes, with Mitigation		See discussion under Policy ISF 2.1 for water supply.
Action ISF.2.1.2 – Adopt a phasing plan for the development of public facilities in a logical manner that encourages the orderly development of roadways, water and sewer, and other public facilities.	Yes		A Public Facilities Infrastructure/Phasing Plan is required to be approved under Tier Two Entitlements for the Project prior to any development occurring on the Project site. The plan would provide specific details regarding the phasing, sizing, alignment and location, cost estimates, and construction timing requirements for public facilities and infrastructure for each phase of the Rio del Oro project site.
Policy ISF.2.2 Coordinate with independent public service providers, including schools, parks and recreation, utility, transit, and other service districts, in developing service and financial planning strategies.	Yes		The City of Rancho Cordova has consulted with SCWA on water demand and supply for the project. A water supply assessment has been prepared and approved by SCWA for this project. SCWA and Aerojet have entered into a new 2010 Agreement under which Aerojet is transferring 8,900 afy of GET water to SCWA. Under the 2010 Agreement, SCWA acknowledges that the 8,900 afy will provide SCWA with sufficient available water to supply the Project, and SCWA further confirmed this fact in writing to the City on June 10, 2010 (Correspondence from Keith DeVore to Cyrus Abhar). All responsible agencies and service providers, including the Folsom Cordova Unified School District, the Cordova Recreation and Park District, utilities, regional transit, and other service districts have been coordinated with in development of the Specific Plan.

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Policy ISF.2.3 Ensure that adequate funding is available for all infrastructure and public facilities, and make certain that the cost of improvements is equitably distributed (Further implemented by Action ISF.2.3.1 and ISF 2.3.2).	Yes	A proposed financing plan is required to be approved under Tier Two Entitlements for the Project prior to any development occurring on the Project site. The financing plan would define the specific mechanisms required to fund capital costs of all infrastructure necessary as a result of specific plan buildout. The Financing Plan would define funding for the maintenance of new infrastructure and public services needed by the future residents and business locating within the Rio del Oro project site.
Action ISF.2.3.1 – Require secure financing for all components of the transportation system through the use of special taxes, assessment districts, developer dedications, or other appropriate mechanisms. Financing should be sufficient to complete required major public facilities at their full planned capacities in a single phase. Major facilities include roadways of collector size or larger; all wells, water transmission lines, treatment facilities, and storage tanks needed to serve the project; and all sewer trunk and interceptor lines and treatment plants or treatment plant capacity.	Yes	See Action ISF 2.1.2 and Policy 2.3 discussion above.
Action ISF.2.3.2 – Require new development to fund its fair share portion of its impacts to all public infrastructure and facilities.	Yes	See Policy ISF 2.3 discussion above.
Policy ISF.2.4 Ensure that water supply and delivery systems are available in time to meet the demand created by new development, or are guaranteed to be built by bonds or sureties (Further implemented by Action ISF.2.4.1).	Yes, with Mitigation	See discussion under Policies ISF.2.1, and 2.3 above for information on water supply, infrastructure and financing. Actions ISF 2.4.1 and 2.4.2 which implement this policy are required as mitigation measures in the recirculated DEIR/supplemental DEIS. Off-site water supply infrastructure for delivery of initial water supplies to the project site is included in the project design, as well as on-site water supply infrastructure that would be adequately sized to accommodate project-related water demands and fire-flow demands. An approved water supply assessment consistent with the requirements of SB 610 is provided in Appendix D of the DEIR/DEIS. See Mitigation Measures 3.5-2 and 3.5-3 of the recirculated DEIR/supplemental DEIS.
Action ISF.2.4.1 – The following shall be required for all legislative-level development projects, including community plans, general plan amendments, specific	Yes, with Mitigation	See discussion under Policies 2.1, 2.3, and 2.4 above. This Action is required as a mitigation measure for the project. See Mitigation Measures 3.5-2 and 3.5-3 of the recirculated DEIR/supplemental DEIS.

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plans, rezonings, and other plan-level discretionary entitlements, but excluding tentative subdivisions maps, parcel maps, use permits, and other project-specific discretionary land-use entitlements or approvals: Proposed water supplies and delivery systems shall be identified at the time of development project approval to the satisfaction of the City. The water agency or company proposing to provide service (collectively referred to as "water provider") to the project may provide several alternative methods of supply and/or delivery, provided that each is capable individually of providing water to the project. The project applicant or water provider shall make a factual showing prior to project approval that the water provider or providers proposing to serve the development project has or have legal entitlements to the identified water supplies or that such entitlements are reasonably foreseeable by the time of subsequent, project-specific discretionary land-use entitlements or approvals. This factual showing shall also demonstrate that the water provider's identified water supply is reasonably reliable over the long term (at least 20 years) under normal, single-dry and multiple-dry years. All required water treatment and delivery infrastructure for the project shall be in place at the time of subsequent, project-specific discretionary land-use entitlements or approvals, or shall be assured prior to occupancy through the use of bonds or other sureties to the City's satisfaction. Water infrastructure may be phased to coincide with the phased development of large-scale projects.		Yes, with Mitigation	See discussion under Policies 2.1, 2.3 and 2.4 above. This Action is required as a mitigation measure for the project (see Mitigation Measures 3.5-2 and 3.5-3 in Section 3.5 of the recirculated DEIR/supplemental DEIS).
Action ISF.2.4.2 – The following shall be required for project-specific discretionary land-use entitlements and approvals including, but not limited to, all tentative subdivision maps, parcel maps, or use permits. An assured water supply and delivery system shall be available or reasonably foreseeable at the time of project approval. The water agency providing service to the project may provide several alternative methods of supply and/or delivery, provided that each is capable individually			

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of providing water to the project. The project applicant, water agency (or agencies), or water company (or companies) providing water service to the project site shall make a factual showing consistent with, or the City shall impose conditions similar to, those required by Government Code section 66473.7 in order to ensure an adequate water supply for development authorized by the project. Prior to recordation of any final subdivision map, or prior to City approval of any similar project-specific discretionary land use approval or entitlement required for nonresidential uses, the project applicant or water provider shall demonstrate the availability of a long-term, reliable water supply for the amount of development that would be authorized by the final subdivision map or project-specific discretionary non-residential approval or entitlement. This assurance of water supply shall identify that the water provider has legal entitlement to the water source and that the water source is reasonably reliable (at least 20 years) under normal, dry and multiple dry years. Such demonstration shall consist of a written certification from the water provider that either existing sources are available or that needed improvements will be in place prior to occupancy. Offsite and onsite water infrastructure sufficient to provide adequate water to the subdivision shall be in place prior to the issuance of building permits or their financing shall be assured to the satisfaction of the City prior to the approval of the Final Map, consistent with the requirements of the Subdivision Map Act, or prior to the issuance of a similar, project-level entitlement for non-residential land uses. Offsite and onsite water distribution systems required to serve the subdivision shall be in place and contain water at sufficient quantity and pressure prior to the issuance of any building permits. Model homes may be exempted from this policy as determined appropriate by the City, and subject to approval by the City.			Mitigation measure 3.6-2 in Section 3.6 of this EIR/EIS requires that the
Policy ISF.2.5	Yes, with		

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Ensure that water flow and pressure are provided at sufficient levels to meet domestic, commercial, industrial, and firefighting needs.	Mitigation	applicant incorporate fire code and fire flow requirements into the project design.	
Policy ISF.2.6 Ensure that sewage conveyance and treatment capacity are available in time to meet the demand created by new development, or are guaranteed to be built by bonds or other sureties. (Further implemented by Actions ISF.2.6.1 and ISF.2.6.3)	Yes, with Mitigation	Sanitary sewer service for the project site would be provided by SRCSD and County Sanitation District No. 1 (CSD-1). Mitigation measure 3.5-6 of the EIR/EIS requires that all phases of the project demonstrate adequate capacity at the SRWTP for new wastewater flows generated by the projects.	
Policy ISF.2.7 Minimize visual impacts and physical impediments of utility infrastructure and equipment. (Further implemented by Action ISF.2.7.2)	Yes	The majority of utility infrastructure will be installed underground, eliminating visual impacts. Electrical supply infrastructure is commonly installed underground between power substations and individual customers. However, two substations would be constructed on the project site along with any electrical lines that are over 69 kV. Telephone and cable television are installed underground as well. Water supply and wastewater infrastructure is to be installed under roadways. Therefore, the proposed project is consistent with this policy.	
Policy ISF.4.1 Encourage school districts to locate and site facilities in an integrated manner with the rest of the community.	Yes	The Rio del Oro Specific Plan Land Use Plan includes site locations for schools based on consultations with the Folsom Cordova Unified School District, as well as State school siting criteria published by the California Department of Education and the siting provisions under the General Plan regarding walkability of communities.	
General Plan Natural Resource Element Policies		Consistency	Analysis
Policy NR.1.1 Protect rare, threatened, and endangered species and their habitats in accordance with State and federal law. (Further implemented through Actions NR.1.1.1 through NR.1.1.4)	Yes, with Mitigation	Federally listed vernal pool invertebrate species No project construction shall proceed in areas supporting potential habitat for federally listed vernal pool invertebrates, or within adequate buffer areas (250 feet or lesser distance deemed sufficiently protective by a qualified biologist with approval from USFWS), until a Biological Opinion (BO) has been issued by USFWS in accordance with the Endangered Species Act and the project applicant(s) have abided by conditions in the BO (including conservation and minimization measures) intended to be completed before on-site construction (See mitigation measure 3.10-4). A revised draft wetland Mitigation Monitoring Program (MMP) was developed by ECORP Consulting in September 2007 and is the	

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applicant's proposed plan for addressing project impacts on habitats that potentially support federally listed vernal pool invertebrates. The draft MMP, included in Appendix B to the EIR, is subject to review and approval by the appropriate regulatory agencies and has not been approved as of the date of this document. The design of the project's on-site and off-site mitigation under the draft MMP will be required to be viable to support federally listed vernal pool invertebrate species. The on-site preserve is a large contiguous area ~507-acres in the southern portion of the project site. The wetland preserve would consist of the highest quality and highest density vernal pools and seasonal wetlands in the project area. (See EIR/EIS Section 3.10) Wetland acreages within the wetland preserve that provide potential habitat for federally listed vernal pool invertebrates include 20.4 acres of existing vernal pools, 2.5 acres of seasonal wetland swale, 3.3 acres of seasonal wetland, and the creation of approximately 17.9 acres of vernal pools that would provide habitat. The watershed in the preserve is sufficient to provide needed hydrology for all the existing and created vernal pools in the preserve area. This conclusion is based on the site design of the project and the hydrologic analysis of a topographic model of the wetland preserve derived from Light Detection and Ranging (LiDAR)- technology. The LiDAR analysis concluded that the configuration of the preserve conserves almost 100% of the original watershed area and would not negatively impact the hydrologic function of the vernal pools.

The proposed project's construction design would retain interconnections between on-site habitats by including measures to reduce interference with the hydrology that sustains vernal pools on-site. Within the proposed preserve of the proposed project, no alterations would be made to Morrison Creek. Where Morrison Creek approaches the western boundary of the project site downstream from the preserve, the creek would be modified to provide for project drainage and to permit construction of a large overbank flood-detention area. (EIR/EIS, p. 2-21) The proposed preserve is already bisected by existing roadways and culverts and the proposed roadways do not result in fragmentation of the on-site preserve. Although new roadways (Americanos and Rancho Cordova Parkway) will be constructed through the wetland preserve, the project would include a special bridge design ("con-span") where these roadways cross Morrison Creek in the wetland preserve (Exhibits 3.10-4 and 3.10-5) and where the southern portion of Villagio Drive crosses Morrison

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Creek. (EIR/EIS, p. 2-22) These natural substrate span crossings would be sized to provide for wildlife movement (including invertebrate species that occur in the preserve) and minimize habitat fragmentation. Furthermore, the alignment and design of the roadways is consistent with policies in the Circulation Element and Land Use Element of the General Plan. These two roadways are shown in the General Plan as critical north-south arterials needed to relieve congestion along Sunrise Boulevard and their environmental impacts on biological resources were programmatically addressed in the Rancho Cordova General Plan EIR.

Although connectivity to off-site habitat is not required under the policy, the project preserve connects to the proposed preserve area to the east. There is no possible physical interconnection from the proposed preserve area to preserve lands on adjacent properties to the west and south because existing roadways (Sunrise Boulevard and Douglas Road) and development create a barrier to connectivity. In addition, there are no existing or proposed preserves adjacent to the south or west of the project site. Connectivity of Morrison Creek will be maintained upstream and downstream.

Valley Elderberry Longhorn Beetle (VELB)

The EIR includes mitigation measure 3.10-4b to address impacts to the Valley Elderberry Longhorn Beetle (VELB). Mitigation measure 3.10-4b requires that prior to construction, the applicant shall obtain a Biological Opinion (BO) from USFWS under the Endangered Species Act, and that the applicant abides by all provisions contained in the BO, including conservation and minimization measures. At a minimum, a "no-net-loss" of VELB habitat shall be achieved.

Swainson's Hawk

Mitigation measure 3.10-4d included in Section 3.10 of this EIR would ensure that the proposed project would protect this species in accordance with State law. Mitigation measure 3.10-4d requires that the applicant shall preserve, to the satisfaction of the City, suitable Swainson's hawk foraging habitat to ensure 1:1 mitigation of habitat value. Project impacts and proposed mitigation approach has been generally reviewed by the City and California Department of Fish and Game.

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		Special Status Plants and Associated Habitat The EIR/EIS presents mitigation measure 3.10-5 to address impacts to the population of Greene's leguene located on the project site. Mitigation measure 3.10-5 requires that a mitigation and monitoring plan be developed for Greene's leguene that maintains viable plant populations on-site and shall include avoidance measures for the existing population to be retained and mitigation measures for the populations to be directly affected.
Action NR.1.1.1 - Incorporate large habitat preserves and interconnected wildlife corridors in new development areas to provide ample space for animal movement.	Yes, with Mitigation	The Project includes an on-site preserve that is a large area – 507-acres on the southern portion of the project site. Since the preserve is one nearly contiguous area, it provides on-site interconnections for invertebrate and other species. The roadways do not result in fragmentation of the on-site preserve. Although there will be new roads constructed through the wetland preserve, the project would include a special bridge design ("con-span") where the southern portion of Rancho Cordova Parkway crosses the wetland preserve and where the southern portion of Villagio Drive crosses Morrison Creek. (EIR/EIS, p. 2-22) Another con-span bridge would be constructed where Americanos Boulevard crosses Morrison Creek. (EIR/EIS, Exhibit 2-13). These natural substrate span crossings would provide for wildlife movement, including invertebrate species, and minimize habitat fragmentation. Bridge design would include a large enough span area to provide movement corridors for terrestrial wildlife even during high flows (i.e., the entire span would not be inundated). Furthermore, the alignment and design of the roadways is consistent with policies in the Circulation Element and Land Use Element of the General Plan. These two roadways are shown in the General Plan as critical north-south arterials needed to relieve congestion along Sunrise Boulevard and their environmental effects were programmatically evaluated in the Rancho Cordova General Plan. See also discussion in Policy NR1.1 above.
Action NR.1.1.2 – Review projects through the entitlement process and CEQA analysis to ensure that they comply with this policy if the site contains unique habitat, creeks, and/or wooded corridors.	Yes, with Mitigation	This EIR/EIS evaluates the environmental effects on wetland and habitat conditions. See Policy NR 1.1 and Action NR.1.1.1 discussion above.
Action NR.1.1.3 - As part of the consideration of	Yes, with	See Policy NR 1.1 and Action NR 1.1.1 discussion above for a

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development applications for individual Planning Areas containing habitats that support special-status plant and animal species that are planned to be preserved, the City shall require that these preserved habitats have interconnections with other habitat areas in order to maintain the viability of the preserved habitat to support the special-status species identified. The determination of the design and size of the "interconnections" shall be made by the City, as recommended by a qualified professional, and will include consultation with the California Department of Fish and Game and U.S. Fish and Wildlife Service.	Mitigation	description of preserved habitat on the project site. The on-site preserve has connectivity to support special-status species within the project. The watershed in the preserve is sufficient to provide needed hydrology for all the existing and created vernal pools in the preserve area. This conclusion is based on the site design of the project and GIS analysis of the watershed using a Light Detection and Ranging (LiDAR) -derived topographic model and wetland delineation conducted for the wetland preserve. The watershed analysis concluded that the configuration of the preserve conserves almost 100% of the original watershed area and would not negatively impact the hydrologic function of the vernal pools that support special status species. The final preserved habitat mitigation will be developed in consultation with USFWS and DFG where required by law and mitigation measures in the EIR/EIS. The mitigation measure establishes success criteria and requires monitoring to ensure successful implementation. Although connectivity to off-site habitat is not required under the policy, the project wetland preserve connects to the proposed preserve area (as designated by the Rancho Cordova General Plan) to the east. There is no possible physical interconnection from the proposed preserve area to preserve lands on adjacent properties to the west and south because no existing or proposed preserves are present to the south or west and existing roadways (Sunrise Boulevard and Douglas Road) and development create a barrier to connectivity. Given the disturbed conditions of the central and northern portions of the project site, no large habitat preservation areas (with the exception of VELB preserve sites) are proposed (consistent with the General Plan). However, the preserve design does include drainage parkways that would provide habitat and movement corridors for wildlife species.
Action NR.1.1.4 - Prior to the approval of any public or private development project in areas containing trees, the City shall require that a determinate survey be conducted during the nesting season (March 1 and August 31) to identify if active nesting by birds protected under the Migratory Bird Treaty Act (MBTA) is taking place. If all site disturbance is to occur outside this time, the actions described in this mitigation measure are not required. If nesting activity is observed, consultation with the City of	Yes, with Mitigation	Mitigation Measure 3.10-4c presented in the EIR/EIS is consistent with this Action. It requires preconstruction surveys during the nesting season for raptors. If active nests are found, the measure requires that appropriate buffers be established to protect the nests. No project activity shall commence within the buffer area until a qualified biologist confirms that any young have fledged and the nest is no longer active.

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Rancho Cordova Planning Department shall be conducted in order to determine the appropriate mitigation, if any, required to minimize impacts to nesting birds. No activity may occur within 100 feet of any nesting activity or as otherwise required following consultation with the California Department of Fish and Game.		
Policy NR.1.2 Conserve Swainson's hawk habitat consistent with State policies and Department of Fish and Game Guidelines. (Further implemented through Action NR.1.2.1)	Yes, With Mitigation	Mitigation measures 3.10-4c and 3.10-4d included in Section 3.10 of this EIR would ensure that the proposed project is consistent with this policy. Project impacts and proposed mitigation approach has been generally reviewed by the City and California Department of Fish and Game (City of Rancho Cordova, 2007).
Action NR.1.2.1 – Establish a Swainson's Hawk Ordinance in coordination with the California Department of Fish and Game to establish the process of mitigating for the loss of Swainson's hawk foraging habitat based on habitat value lost to development. The ordinance will set forth a process where habitat lost to development will be mitigated through the permanent protection of equivalent or better existing habitat conditions (referred to hereafter as "mitigation lands"). The specific required mitigation ratios (habitat acreage lost versus mitigation lands) and any other provisions to mitigation process shall be established through technical studies as part of the development of the ordinance and will take into account value of habitat to be converted in relation to habitat value of the mitigation lands (e.g., relation to nesting sites), proximity of the mitigation lands to adjacent conditions affecting habitat (e.g., nearby land uses and already permanently protected lands), and other relevant factors. The ordinance will also establish standards ensuring that mitigation land will be adequately protected and managed in perpetuity (e.g., via conservation easement, deed restriction or other appropriate method), and setting forth the timing of the required provision of mitigation lands in relation with the timing of the loss of habitat in the City (as its boundaries may be changed through subsequent annexations), such that mitigation lands shall be provided no later than prior to ground disturbance.	Yes, with Mitigation	The City has not formally adopted a Swainson's Hawk Ordinance. However, mitigation measure 3.10-4d presented in the EIR/EIS meets or exceeds the provisions contained in Action Item NR 1.2.1. See also Policy NR 1.2 discussion above.

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Policy NR.1.3 Promote educational programs that inform the public about natural resources.	Yes	The proposed project is consistent with this policy due to the 507-acre wetland preserve proposed for the south portion of the site. The wetland preserve will be highly visible with trails surrounding the perimeter. The preserve will allow for up close viewing by the public and emphasize the importance and benefit of wetland areas.
Policy NR.1.4 Discourage the planting of invasive species.	Yes, With Mitigation	The proposed project includes the implementation of a wetland mitigation monitoring plan that includes the use of grazing and restoration activities to maintain the vegetation conditions of the preserve. Mitigation measure 3.10-1a would require monitoring to ensure that invasive species do not adversely impact the preserve.
Policy NR.1.6 Participate in the development of a habitat conservation plan to address the unique biological resources in Rancho Cordova.	Yes	The City is currently participating in the South Sacramento Habitat Conservation Plan process.
Policy NR.1.7 Prior to project approval, the City shall require a biological resources evaluation for private and public development projects in areas identified to contain or possibly contain listed plant and/or wildlife species based upon the City's biological resource mapping provided in the General Plan EIR or other technical materials. (Further implemented through Action NR.1.7.1)	Yes, With Mitigation	Biological resources impacts were evaluated in technical reports prepared by the project applicant and peer reviewed by the EIR/EIS consultant. Project impacts will be mitigated so that any decline of affected special status species will not cause a substantial adverse impact on viability of regional populations of these species. The mitigation for federally listed vernal pool invertebrates requires no net loss of habitat (acreage, value and function) (Mitigation Measure 3.10-4a (see also Mitigation Measure 3.10-1a (mitigation for wetlands and vernal pool impacts))). The mitigation includes performance standards and criteria to ensure that created and preserved habitat will be successfully maintained. The mitigation is to be designed in coordination with USFWS consultation and regulatory process (Section 7 biological opinion) to ensure the viability of the species regional population is not adversely affected. Similarly, the mitigation for the Valley Elderberry Longhorn Beetle requires no net loss of habitat (Mitigation Measure 3.10-4b). New habitat will be subject to performance standards and success criteria to ensure that habitat will be successfully maintained. The mitigation is developed in coordination with USFWS and DFG. The mitigation includes the incidental take permit and Section 7 consultation process for federally protected species. These processes will also ensure that the viability of the species regional population is not adversely affected. Impacts to Swainson's hawk are mitigated by ensuring 1:1 mitigation of habitat value for foraging habitat lost as a result of the Project (Mitigation

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		Measure 3.10-4c and 4d). The mitigation measure establishes criteria to determine a habitat value and requires consultation with DFG. Since impacted habitat will be replaced by habitat of equal acreage, value and function, the project will not result in decline of any protected species that will affect viability of regional populations. There is no evidence in the EIR/EIS that the loss of habitat from the project will result in an adverse significant impact on the viability of special status species in the region.
Action NR.1.7.1 - For those areas in which special status species are found or likely to occur or where the presence of species can be reasonably inferred, the City shall require mitigation of impacts to those species that ensure that the project does not contribute to the decline of the affected species populations in the region to the extent that their decline would impact the viability of the regional population. Mitigation shall be designed by the City in coordination with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG), and shall emphasize a multi-species approach to the maximum extent feasible. This may include development or participation in a habitat conservation plan.	Yes, with Mitigation	Project impacts will be mitigated so that any decline of affected special status species will not cause a substantial adverse impact on viability of regional populations of these species. The mitigation for federally listed vernal pool invertebrates requires no net loss of habitat (acreage, value and function) (Mitigation Measure 3.10-4a (see also Mitigation Measure 3.10-1a (mitigation for wetlands and vernal pool impacts)). The mitigation includes performance standards and criteria to ensure that created and preserved habitat will be successfully maintained. The mitigation is to be designed in coordination with USFWS consultation and regulatory process (Section 7 biological opinion) to ensure the viability of the species population is not adversely affected. Similarly, the mitigation for the Valley Elderberry Longhorn Beetle requires no net loss of habitat (Mitigation Measure 3.10-4b). New habitat will be subject to performance standards and success criteria to ensure that habitat will be successfully maintained. The mitigation is developed in coordination with USFWS and DFG. The mitigation includes the incidental take permit and Section 7 consultation process for federally protected species. These processes will also ensure that the viability of the species population is not adversely affected. Impacts to Swainson's hawk are mitigated by ensuring 1:1 mitigation of habitat value for foraging habitat lost as a result of the Project (Mitigation Measure 3.10-4c and 4d). The mitigation measure establishes criteria to determine a habitat value and requires consultation with DFG. Habitat impacts will be mitigated through the preservation and creation of equal acreage, value and function, the project will not result in decline of any protected species that will affect viability of regional populations. There is no evidence in the EIR/EIS that the loss of habitat from the project will result in an adverse significant impact on the viability of special status species for the region. A loss of habitat on the project site does not constitute an effect that would result in loss of

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		viability of species in the region since there is other habitat in the region that supports the species. See Policy NR 1.1 above for a discussion of mitigation required as a result of impacts to special status species.
Policy NR.1.8 The City shall encourage creation of habitat preserves that are immediately adjacent to each other in order to provide interconnected open space areas for animal movement.	Yes	This policy encourages, but does not require, creation of adjacent habitat preserves. As discussed above, the size and location of the proposed preserve supports many natural resources policies. The project wetland preserve connects to the proposed preserve area to the east. There is no possible physical interconnection from the proposed preserve area to lands on adjacent properties to the west and south because existing roadways (Sunrise Boulevard and Douglas Road) and development create a barrier to connectivity. There are no existing or proposed preserve areas adjacent to the south or west of the project site and the Agency Conceptual Strategy does not recommend any. Connectivity of Morrison Creek would be maintained upstream and downstream of the project site, providing opportunities for animal movement. Given the disturbed conditions of the central and northern portions of the project site, no large habitat preservation areas (with the exception of VELB preserve sites) are proposed (consistent with the General Plan). However, the preserve design does include drainage parkways that would provide for habitat and movement of wildlife species.
Policy NR.1.9 The City shall require that impacts to riparian habitats be mitigated at a no net loss of existing function and value based on field survey and analysis of the riparian habitat to be impacted. No net loss may be accomplished by avoidance of the habitat, restoration of existing habitat, or creation of new habitat, or through some combination of the above.	Yes, with Mitigation	Section 3.10 of the EIR/EIS includes mitigation measures that address the loss of riparian habitat consistent with this policy. Mitigation measure 3.10-2b expressly requires that mitigation for impacts to riparian habitats meet the performance standard of "no net loss" of overall habitat values and functions through either on-site or off-site efforts. The types of mitigations under the measure are consistent with the options identified in this policy. As identified in Section 3.10 of the EIR/EIS, the majority of the riparian habitat is of poor quality and would be mitigated consistent with its current value (e.g., nesting and foraging habitat).
Policy NR.1.10 The City shall avoid the placement of new roadways within habitat preserve to the maximum extent feasible.	Yes	The proposed project minimizes roadway crossing of the proposed wetland preserve to Rancho Cordova Parkway and Americanos Boulevard to the extent feasible. The roadways also are designed to minimize impacts on the preserve (see discussion of Policy NR.1.1 below). These roadways are integral regional roadways that are key facilities under the General Plan Roadway System and Sizing Map and

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		their environmental effects were considered in the Rancho Cordova General Plan EIR. Without these connections, the City's roadway system would not meet the key transportation provisions of the General Plan. Therefore, further avoidance of the placement of roadways in the habitat preserve areas is not feasible and would be inconsistent with the General Plan. Also, see discussion contained in policy NR 1.1.
Policy NR.1.11 In such cases where habitat preserves are crossed by a roadway, or where two adjacent preserves are separated by a roadway, the roadway shall be designed or updated with wildlife passable fencing separating the roadway from the preserve and/or shall incorporate design features that allow for the movement of wildlife across or beneath the road without causing a hazard for vehicles and pedestrians on the roadway.	Yes, With Mitigation	See discussion under Policy NR.1.10 above. Mitigation measures under Section 3.10 of the EIR/EIS address movement issues associated with changes to hydrologic conditions. The proposed construction design includes measures to reduce interference with the hydrology that sustains vernal pools on-site, including the use of con span bridge systems as natural substrate span crossings over Morrison Creek. Rancho Cordova Parkway and Americanos Boulevard would cross Morrison Creek with a clear span of the delineated wetlands within the channel bank. These natural substrate span crossings would also provide for wildlife movement, including invertebrate species, and minimize habitat fragmentation. Bridge design would include a large enough span area to provide movement corridors for terrestrial wildlife even during high flows. Furthermore, wildlife passable fencing is required by the City along the preserve boundary. Also, see discussion contained in policy NR 1.1.
Policy NR.2.1 Require mitigation that provides for "no net loss" of wetlands consistent with current State and federal policies. (Further implemented by Action NR.2.1.1)	Yes, with Mitigation	The wetland preserve would consist of the highest quality and highest density vernal pools and seasonal wetlands in the project area. (See EIR/EIS Section 3.10) Wetland acreages within the wetland preserve that provide potential habitat for federally listed vernal pool invertebrates include 20.4 acres of existing vernal pools, 2.5 acres of seasonal wetland swale, 3.3 acres of seasonal wetland, and the creation of approximately 17.9 acres of vernal pools that would provide habitat. The watershed in the preserve is sufficient to provide needed hydrology for all the existing and created vernal pools in the preserve area based on GIS analysis of LiDAR-derived topographic models and wetland delineation. Furthermore, mitigation measures included in Section 3.10 of this EIR/EIS (see Mitigation Measures 3.10-1a and 3.10-1b) require that the applicant ensure no net loss of wetlands in accordance with federal and state policies (including obtaining a 404 permit).
Action NR.2.1.1 - During the environmental review process, evaluate feasible on-site alternatives that will reduce	Yes	Section 2.5 of the EIR/EIS presents an Impact Minimization Alternative. Under the Impact Minimization Alternative, project components would

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN

impacts to wetland resources and effectively preserve these resources.		be reconfigured to avoid most, but not all impacts to USACE jurisdictional wetlands and high quality biological habitat. This alternative would result in 994.5 acres of wetland preserve in the southern portion of the project site. The City will determine if this alternative is feasible.
Policy NR.2.2 Ensure that direct and indirect effects to wetland habitats are minimized by environmentally sensitive project siting and design, to the maximum extent feasible.	Yes, with Mitigation	Mitigation measures under Section 3.10 of the EIR/EIS (see Mitigation Measures 3.10-1a and 3.10-1b) address direct and indirect effects to wetland resources. Because of the General Plan designation for the project area, which contemplates fairly dense urban development, the avoidance of all wetland habitat is infeasible. However, wetlands have been avoided or impacts have been minimized where feasible. The on-site preserve is a large contiguous area that contains the highest quality and highest density vernal pools and seasonal wetlands in the project area. (See EIR/EIS Section 3.10)
Policy NR.2.4 Educate the public on the importance and benefit of wetlands areas.	Yes	The proposed project is consistent with this policy due to the 507-acre wetland preserve proposed for the south portion of the site. The wetland preserve will be highly visible with trails surrounding the perimeter. The preserve will allow for up close viewing by the public and emphasize the importance and benefit of wetland areas.
Action NR.2.4.1 - Develop trails and associated educational facilities (e.g., information kiosks, signage) around wetland and vernal pool preserves where possible while maintaining the integrity of sensitive natural resources.	Yes	See discussion under Policy NR 2.4.
Action NR.2.4.2 - Consider constructing low impact trails interior to preserves, such as elevated board walkways, in coordination with the U.S. Fish and Wildlife Service and U.S. Army Corps of Engineers.	Yes	The project does not include interior trails to the preserve, but trails along the perimeter. Trails are not located in the preserve in order to minimize impacts on the preserve area.
Policy NR.2.5 The City shall require that drainage improvements that discharge into areas of wetlands to be preserved are, to the maximum extent feasible, designed to mimic the undeveloped surface water flow conditions of the area in terms of seasonality, volume, and flow velocity.	Yes, with Mitigation	Section 3.10 of the EIR/EIS presents mitigation measure 3.10-1b (Include in Drainage Plans all Wetlands that Remain on-site). This measure requires that all project phases commit to implement all measures in their drainage plans to avoid and minimize erosion and runoff into Morrison Creek in the proposed preserve and all wetlands that would remain on-site. The project proposes that the majority of drainage discharge would be outside of the wetland preserve area. The only drainage that would enter into the preserve area is a portion of the run-off from roadways located in the preserve. However, this drainage

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		would be treated before discharge. The GIS watershed analysis shows that watersheds necessary to maintain drainage flows to support wetlands in the preserve will be maintained.
Policy NR.3.1 Coordinate with property owners and local interest groups, such as the Sacramento Urban Creeks Council, to restore, enhance, and preserve creeks in Rancho Cordova.	Yes	Morrison Creek is to retain its natural contours and condition throughout the Project's 507- acre preserve area. Morrison Creek will be channelized once it leaves the preserve area up to the point where it leaves the southwest corner of the site via a culvert. The existing condition of the corridor of this section of Morrison Creek is disturbed due to past mining practices and aerospace activities on the project site. Although channelization of a portion of Morrison creek is necessary to provide adequate drainage of the site and consistency with other City policies, the channelization will retain its existing alignment.
Policy NR.3.2 In general, the City will encourage the preservation of existing location, topography, and meandering alignment of creeks. Where necessary, and if consistent with other City policies, the creation and realignment of creek corridors shall be constructed to recreate the character of the natural creek corridor. Channelization and the use of concrete within creek corridors shall not be supported.	Yes	The project does propose the construction of drainage channels within the project area. Morrison Creek is to retain its natural contours and condition throughout the Project's 507- acre preserve area. Morrison Creek will be channelized once it leaves the preserve area up to the point where it leaves the southwest corner of the site via a culvert. The existing condition of the corridor of this section of Morrison Creek is disturbed due to past mining practices and aerospace activities on the project site. Although channelization of a portion of Morrison creek is necessary to provide adequate drainage of the site and consistency with other City policies, the channelization will not include a concrete channel or structure and the creek would retain its existing alignment.
Action NR.3.2.1 – Develop guidelines for channel creation or modification that will ensure channel meander, naturalized side slope, and varied channel bottom elevation are considered in design.	Yes	As of the date of this document, the City has not adopted formal guidelines regarding channel creation or modification. However, the City has reviewed proposed drainage improvements of the project (including channelization of a portion of Morrison Creek) associated with these policies and other policy provisions of the General Plan and has determined that they are generally consistent with the intent of these policies.
Policy NR.3.3 Encourage the creation of secondary flood control channels where the existing channel supports extensive riparian vegetation. (Further implemented through Action NR.3.3.1)	Yes, With Mitigation	The proposed construction of secondary drainage channels within the project area are designed to keep Morrison Creek in as much a natural state as possible (see Mitigation Measure 3.10-1b). See discussion under Policy NR 3.2 for a discussion of Morrison Creek. It is important to note that although Morrison Creek meanders in a natural state through the project site, Morrison Creek does not support riparian vegetation.
Action NR 3.3.1 – Work with affected local, state, and	Yes, With	Secondary stormwater conveyance structures have been

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federal agencies, including SACOG, the California Department of Water Resources, Delta Keepers, and the U.S. Army Corps of Engineers, to determine when natural creek corridors can and should accommodate storm flows or if separate storm water conveyance structures are necessary. Policy NR.3.4 Encourage projects that contain wetland preserves or creeks, or are located adjacent to wetland preserves or creeks, to be designed for visibility and, as appropriate, access.	Mitigation	incorporated into the project design. Consultation with affected agencies has occurred including U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service. See Policy NR 3.3 discussion above.
Action NR.3.4.1 - Establish performance standards for natural resource preserves that accomplish the following: Provide sufficient width for a mowed firebreak (where necessary), adjacent passive recreation uses, and access for channel maintenance and flood control. Offer sufficient width in and/or adjacent to preserves to allow for existing and created wildlife habitat, species sensitive to human disturbance, vegetative filtration for water quality, corridor for wildlife habitat linkage, protection from runoff, and other impacts of urban uses adjacent to the corridor. Allow for sufficient width adjacent to natural resource preserves to allow for trails and greenbelts. Prohibit the placement of water quality treatment structures designed to meet pollutant discharge requirements within mitigation preserves.	Yes	The proposed project includes 507 acres of wetland preserve/mitigation bank that is located along several major roads, including Douglas Road along the southern limit of the project area. Access is limited due to the sensitivity of the wetlands. However, visibility is ensured due to wildlife passable fencing required by the City and by the siting of pathways and recreation along the outer edge of the preserve. The general siting and design of trails adjacent to the wetland preserve has been reviewed by the City, U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service.
Action NR.3.4.2 - Establish standards that allow public access in the floodplain and buffers along creek corridors and preserves. Mitigation measures shall be incorporated into environmental documents and conditions of approval that require open-view fencing adjacent to preserves.	Yes	See discussion under Policy NR 3.4.

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Action NR.3.4.3 – Establish standards and/or guidelines for development of adjoining wetland preserves or creeks to maximize visibility by designing the land plan with public streets on at least one side of the corridor or preserve with vertical curbs, gutters, footpath(s), street lighting, and post and cable barriers to prevent unauthorized vehicular entry into creek corridors and preserves.	Yes	See discussion under Policy NR 3.4.
Policy NR.4.1 Conserve native oak and landmark tree resources for their historic, economic, aesthetic, and environmental value.	Yes, with Mitigation	Mitigation measure 3.10-3 included in Section 3.10 of this EIR/EIS would conserve trees within the proposed project or ensure the mitigation for trees that cannot feasibly be retained in light of the development densities and intensities contemplated by the General Plan. Therefore, the proposed project is consistent with this policy.
Action NR.4.1.1 - Implement the City's Tree Preservation and Protection Ordinance (and update as necessary) to establish minimum requirements for preserving native trees and landmark trees in the City, including a definition of the size, species, and age requirements of landmark, oak, and other trees to be protected and/or replaced.	Yes, with Mitigation	The City has not yet established a tree ordinance consistent with its current General Plan and defers to the County Tree Ordinance when addressing impacts on trees within the City's sphere of influence. The County Ordinance addresses the standards in this Action. See also Policy NR 4.1 discussion above and Policy NR 4.4 discussion below.
Action NR.4.1.2 - Where feasible, require underground utility lines that are in close proximity to oaks and other landmark trees to be designed and installed to minimize impacts to trees. Work with the utility provider(s) to coordinate transmission line location and other potential impacts associated with the undergrounding of the utilities.	Yes	The project would likely remove 47 native oak trees greater than 6 inches dbh. No existing trees are expected to conflict with the installation of underground utility lines.
Action NR.4.1.3 - Establish development guidelines that require all oak habitat to be avoided to the maximum extent feasible. When avoidance is not possible, require mitigation efforts that result in preservation of in-kind habitat in the Planning Area.	Yes, with Mitigation	The project would result in the loss of 3 acres of oak woodland habitat. See discussion NR 4.1 for a description of tree mitigation.
Policy NR.4.2 Improve overall landscaping quality and sustainability in all areas visible to the public.	Yes	The project includes design guidelines that call for landscape treatments within the project area, including parks and public open space areas.
Policy NR.4.3 Promote trees as economic and environmental resources for the use, education, and enjoyment of current and	Yes	The project includes design guidelines that call for landscape treatments and the general provision of trees within the project area, including parks and public open space areas.

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future generations		
Policy NR.4.4 Prior to the approval of any public or private development project in areas identified or assumed to contain trees, the City shall require that a determinate survey of tree species and size be performed. If any native oaks or other native trees six inches or more in diameter at breast height (dbh), multitrunk native oaks or native trees of 10 inches or greater dbh, or non-native trees of 18 inches or greater dbh that have been determined by a certified arborist to be in good health are found to occur, such trees shall be avoided if feasible. If such trees cannot be avoided, the project applicant shall do one of the following: • All such trees shall be replaced at an inch-for-inch ratio. A replacement tree planting plan shall be prepared by a certified arborist or licensed landscape architect and shall be submitted to the City of Rancho Cordova for approval prior to removal of trees; or, • The project applicant shall submit a mitigation plan that provides for complete mitigation of the removal of such trees in coordination with the City of Rancho Cordova. The mitigation plan shall be subject to the approval of the City. • If the City of Ranch Cordova adopts a tree preservation ordinance at any time in the future, any future development activities shall be subject to that ordinance instead.	Yes, with Mitigation	Mitigation measure 3.10-3 presented in the EIR/EIS is consistent with the provisions set forth in Policy NR.4.4.
Policy NR.5.3 Protect surface and ground water from major sources of pollution, including hazardous materials contamination and urban runoff. (Further implemented by Actions NR.5.3.1 and NR 5.3.4)	Yes, with Mitigation	Mitigation measures included in Section 3.4 of the EIR/EIS as well as compliance with the required SWPPP and City's existing NPDES permit (CAS082597) would ensure that the proposed project is consistent with this policy.
Policy NR.5.4 Prevent contamination of the groundwater table and surface water, and remedy existing contamination to the extent practicable. (Further implemented by Action	Yes, with Mitigation	See discussion under Policy NR.5.3 above.

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NR.5.4.2)			
Policy NR.5.5 Minimize erosion to stream channels resulting from new development in urban areas. (Further implemented by Actions NR.5.5.1 through NR. 5.5.4)	Yes, with Mitigation		See discussion under Policy NR.5.3 above.
Policy NR.6.1 Ensure that the environmental effects of mining and reclamation on aquifers, streams, scenic views, and surrounding residential uses are prevented or minimized. (Further implemented by Actions NR.6.1.1 through NR.6.1.3)	Yes		Mining of site mine tailings is currently being conducted on the site under separate projects separate from the proposed Specific Plan. Future subsequent mining of mine tailings to be conducted within the project area has been programmatically evaluated in this EIR/EIS and is not expected to impact aquifers, streams, or scenic views.
General Plan Cultural and Historic Resources Element Policies	Consistency	Analysis	
Policy CHR.1.3 Establish review procedures for development projects that recognize the history of the area in conjunction with State and federal laws. (Further implemented through Actions CHR.1.3.1 and CHR.1.3.2)	Yes, With Mitigation		Paleontological and cultural resource technical studies have been completed for the project. Mitigation measures have been identified in Section 3.9 of the EIR/EIS, based on the results of these technical studies, in order to avoid and minimize impacts.
General Plan Safety Element Policies	Consistency	Analysis	
Policy S.1.1 Maintain acceptable levels of risk of injury, death, and property damage resulting from reasonably foreseeable safety hazards in Rancho Cordova. (Further implemented by Action S.1.1.1)	Yes, With Mitigation		This EIR/EIS includes an analysis of the hazards and hazardous materials impacts pursuant to CEQA and NEPA. Mitigation measures are identified in Section 3.13 regarding potential hazards associated with the project. These measures are intended to reduce the risks of injury, death, and property damage to levels deemed acceptable under federal and State law.
Policy S.1.5 The City shall require written confirmation from applicable local, regional, state, and federal agencies that known contaminated sites have been deemed remediated to a level appropriate for land uses proposed prior to the City approving site development or provide an approved remediation plan that demonstrates how contamination will be remediated prior to site occupancy. This documentation will specify the extent of development allowed on the remediated site as well as any special	Yes, with Mitigation		Mitigation measures included in Section 3.13 of this EIR would ensure that impacts to current remediation efforts are minimized and that development would not continue in affected areas until assurance is given that remediation is complete.

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conditions and/or restrictions on future land uses.			
Policy S.2.2 Manage the risk of flooding by discouraging new development located in an area that is likely to flood. (Further implemented by Actions S.2.2.1 through S.2.2.8)	Yes	Exhibit 3.4-1 of this EIR/EIS identifies the awareness floodplain map for the proposed project. The majority of areas that are likely to flood are located within the wetland preserve in the south of the project area and would not be developed. Additional areas along Morison Creek within the developed portions of the proposed project could potentially flood. However, additional drainage infrastructure to be installed by the proposed project would result in less than significant project impacts related to flooding (see Section 3.4 of the EIR/EIS for further details).	
Policy S.2.4 Ensure that adequate drainage exists for both existing and new development. (Further implemented by Action S.2.4.1)	Yes	The proposed project includes the creation of several drainage channels and detention facilities, consistent with the Master Drainage Study for the project.	
Policy S.3.2 Ensure that new structures are protected from damage caused by geologic and/or soil conditions to the greatest extent feasible. (Further implemented by Actions S.3.2.1 and S.3.2.2)	Yes, with Mitigation	The proposed project is not located within a seismically active area and is not located in a high risk area for geologic events. Mitigation measures included in Section 3.7 of this EIR/EIS as well as adherence to California Building Standards Code would ensure that damage to structures from soil conditions in the project would be unlikely. Therefore, the proposed project is consistent with this policy.	
Policy S.5.2 Consider the potential impact of hazardous facilities on the public and/or adjacent or nearby properties posed by reasonably foreseeable events. The City considers an event to be "reasonably foreseeable" when the probability of the event occurring is greater than one in one million (1 x 10⁻⁶) per year.	Yes	See discussion under Policy S.1.1 above.	
Policy S.5.5 Separate hazardous or toxic materials from the public. (Further implemented by Actions S.5.5.1 and S.5.5.2)	Yes	Industrial uses to be constructed as part of the proposed project are the most likely location for the use or storage of hazardous or toxic materials. These industrial uses will be required to adhere to all State and federal laws relating to the use, storage, or transport of hazardous materials. Additionally, industrial designated area are physically separated by roadways, other land use uses and other buffering measures.	
Policy S.6.1 Promote safe air operations at Mather Airport through	Yes	Land use within the project was designed specifically to adhere to the most recent noise contours of the Mather Airport as well as the	

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cooperative implementation of the Mather Airport CLUP and similar plans and programs. (Further implemented by Action S.6.1.1)			requirements of any overflight areas overlaying the project area.
Policy S.7.1 Encourage the use of Crime Prevention Through Environmental Design (CPTED) principles in the design of projects and buildings.	Yes		Aspects of CPTED principles have been incorporated into the Rio del Oro Specific Plan and its design guidelines. Individual projects within the Specific Plan will be required to undergo Design Review by the City, and the Police Department is consulted with in this process.
Policy S.9.1 Cooperate with the Sacramento Metropolitan Fire District (SMFD) to reduce fire hazards, assist in fire suppression, and ensure efficient emergency medical response. (Further implemented by Actions S.9.1.1, S.9.1.2, S.9.1.4, and S.9.1.6 through S.9.1.9)	Yes, with Mitigation		Mitigation measures included in Section 3.5 of this EIR/EIS require fire code and fire district standards to be incorporated into the project design.
General Plan Air Quality Element Policies		Consistency	Analysis
Policy AQ.1.2 Evaluate projects for compliance with State and federal ambient air quality standards and the Sacramento Metropolitan Air Quality Management District's (SMAQMD) thresholds of significance. (Further implemented through Actions AQ.1.2.1 through AQ.1.2.3)	Yes, With Mitigation		This EIR/EIS includes an analysis of the proposed project's consistency with SMAQMD's thresholds and standards as well as the proposed project's adherence to State and federal regulations. The project includes an Air Quality and Emissions Reduction Plan that meets the requirements of Action AQ.1.2.3 (15 percent emission reduction) and has been endorsed by the SMAQMD.
Policy AQ.1.3 The City shall prohibit wood-burning open masonry fireplaces in all new development. Fireplaces with EPA-approved inserts, EP-approved stoves, and fireplaces burning natural gas will be allowed.	Yes		This policy is enforced by the City during the Design Review process for subsequent projects within the project area and has been included in the Rio del Oro Air Quality and Emissions Reduction Plan.
Policy AQ.1.5 Require odor impact analyses be conducted for evaluating new development requests that either could generate objectionable odors that may violate SMAQMD Rule 402 or any subsequent rules and regulations regarding objectionable odors near sensitive receptors or locate new sensitive receptors near existing sources of objectionable odors. Should objectionable odor impacts be identified, odor mitigation shall be required in the form of setbacks, facility improvements or other appropriate	Yes, with Mitigation		Mitigation measures included in Section 3.15 of this EIR would ensure consistency with this policy. None of the land uses proposed within the Specific Plan area will be particularly prone to odors, though the odor-generating potential of industrial land uses will be addressed when individual industrial projects are brought forward for consideration by the City.

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measures.			
Policy AQ.2.5 Utilize the guidelines in the California Air Resources Control Board Air Quality and Land Use Handbook: A Community Health Perspective when evaluating new development requests that either would generate toxic air contaminant emissions near sensitive receptors or locate new sensitive receptors near existing sources of air toxic emissions or order to minimize health hazards, and implement all feasible best available control technology, as required by SMAQMD.	Yes, With Mitigation	The EIR/EIS evaluated potential impacts associated with the guidelines in the California Air Resources Control Board Air Quality and Land Use Handbook: A Community Health Perspective (see Section 3.15 of the EIR/EIS).	
Policy AQ.4.1 Promote improved air quality benefits through energy conservation measures for new and existing development. (Further implemented through Actions AQ.4.1.1 through AQ.4.1.6)	Yes	The project would be required to comply with recently adopted changes to Title 24 of the California Code of Regulations regarding energy efficiency. In addition, the Rio del Oro Air Quality and Emissions Reduction Plan includes measures for energy efficiency.	
General Plan Noise Element Policies		Consistency	Analysis
Policy N.1.2 Ensure that the indoor and outdoor areas of new projects will be located, constructed, and/or shielded from noise sources in compliance with the City's noise standards to the maximum extent feasible. (Further implemented through Actions N.1.2.1 through N.1.2.3)	Yes, with Mitigation	Mitigation measures included in Section 3.16 of this EIR would ensure that noise impacts of the proposed project are consistent with the City's noise standards. These measures, to the maximum extent feasible, are intended to protect both outdoor and indoor areas from noise levels considered unacceptable.	
Policy N.1.3 Ensure that proposed non-residential land uses likely to exceed the City's standards do not create noise disturbances in existing noise-sensitive areas. (Further implemented through Actions N.1.3.1 and N.1.3.2)	Yes, with Mitigation	Non-residential uses are sited within specific areas of the project area and are located immediately adjacent to other noise generating uses in order to minimize the area impacted by these noise sources. Additionally, mitigation measures included in Section 3.16 of this EIR would ensure that impacts to existing noise sensitive areas are consistent with City standards.	
Policy N.1.4 Mitigate noise created by proposed non-transportation noise sources to comply with the City's noise standards to the maximum extent feasible. (Further implemented through Actions N.1.4.1 through N.1.4.3)	Yes, with Mitigation	See discussion under Policy N.1.2 above.	

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Policy N.1.5 Mitigate noise created by the construction of new transportation noise sources (such as new roadways or new light rail service) to the maximum extent feasible to comply with the City's standards.	Yes, with Mitigation See discussion under Policy N.1.2 above. At present, the City has no plan to extend light rail service through the project area.
Policy N.1.6 Ensure that comfortable noise levels and adequate privacy are maintained in higher density development. (Further implemented through Action N.1.6.1)	Yes, with Mitigation See discussion under Policy N.1.2 above.
Policy N.1.7 To the extent feasible and appropriate, the City shall require the use of temporary construction noise control measures for public and private projects that may include the use of temporary noise barriers, temporary relocation of noise-sensitive land uses, or other appropriate measures.	Yes with Mitigation Construction noise impacts are reduced by mitigation measures included in Section 3.16 of this EIR. Mitigation includes methods described in this policy.
Policy N.1.8 New residential development shall only be allowed inside of the 60 CNEL Mather Airport Policy Area if the following conditions are met: - Noise insulation is provided in all new residential dwelling units that reduces interior noise levels to 45 dB with windows closed in any habitable room. - Prospective buyers are notified through the Public Report prepared by the California Department of Real Estate disclosing the fact that the parcel is located within the Mather Airport Policy Area. - An Aviation Easement is recorded on the property acknowledging that the property is located within the Mather Airport Policy Area. The easement shall grant the right of flight and unobstructed passage of all aircraft into and out of Mather Airport. The Aviation Easement shall be granted to the County of Sacramento, recorded with the Sacramento County Recorder and filed with the County Department of Airports.	Yes The proposed project does not include any residential uses within the anticipated 60 CNEL contour for the Mather Airport. City coordination with and participation in the CLUP update process for Mather Airport is ongoing and includes consideration of the proposed project. The City has seen advance versions of the possible modifications to the existing 60 CNEL noise contours that might come out of the CLUP update and has avoided the inclusion of any noise sensitive land uses, including residential development, within these possible corridors.

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Policy N.2.2

Ensure that operational noise levels of new roadway projects will not result in significant noise impacts

Yes, With Mitigation

Section 3.16 of this EIR/EIS evaluates noise exposure associated with new roadway facilities.



DATE: September 7, 2010

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director
Pam Johns, Project Manager (Specific Plan)
Patrick Angell, Project Manager (EIR)

SUBJECT: RIO DEL ORO SPECIFIC PLAN

The Rio del Oro Specific Plan was distributed to Council Members on Friday, August 6, 2010. In addition to the distribution of hard copies the Specific Plan was posted on the City website on August 5, 2010. The electronic files may be located by accessing the following link: <http://www.cityofranhocordova.org/Index.aspx?page=128>

CITY OF RANCHO CORDOVA

ORDINANCE NO. 15-2010

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE CITY'S ZONING MAP AND SECTION 23.322.030(C)(4) OF THE ZONING
CODE TO DELETE THE RIO DEL ORO SPECIFIC PLAN AREA FROM THE AEROJET
SPECIAL PLANNING AREA**

WHEREAS, Section 23.322.030(C)(4) of the Rancho Cordova ("City") Zoning Code adopts by reference the Aerojet Special Planning Area ("Aerojet SPA") (Title V, Chapter 8 Article 3 of the Sacramento County Zoning Code (Sections 508-300 to 508-313, inclusive)) as part of the City's Zoning Code and designates it as part of the City's Zoning Map; and

WHEREAS, a portion of the Aerojet SPA includes the property known as Rio del Oro, which is more specifically described on **Exhibit A** ("Rio del Oro project area"); and

WHEREAS, the Aerojet SPA provides in Section 508-304(d) that property within the Aerojet SPA may be deleted from the SPA for all or any portion of property that is included in an approved Land Use Master Plan, as that phrase is further defined in Section 508-303 of the Aerojet SPA; and

WHEREAS, the City has (1) approved the Rio del Oro Specific Plan, which constitutes the Land Use Master Plan for the Rio del Oro project area, and which includes Development Standards and Design Guidelines and the On-Site Infrastructure Phasing Plan; (2) certified the Final Environmental Impact Report/Environmental Impact Statement for the Rio del Oro project area, and (3) approved Tier 1 Development Agreements for the Rio del Oro project area (collectively the "Tier 1 Entitlements"); and

WHEREAS, on July 8, 2010, the Planning Commission held a properly noticed public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the item. At the meeting, the Planning Commission recommended that the City Council approve and adopt the Rio del Oro Tier 1 Entitlements and amend the Aerojet SPA to remove the Rio del Oro project area; and

WHEREAS, on August 16, 2010, the City Council held a properly noticed public hearing to consider a written staff report on the Tier 1 Entitlements, the Amendment to the Aerojet SPA, and all other oral and written comments presented to them; and

WHEREAS, the City desires to delete the Rio del Oro project area from the Aerojet SPA in light of the approval of the Tier 1 Entitlements as allowed for by Section 508-304(d) of the Aerojet SPA.

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Deletion of the Rio del Oro Project Area from the Aerojet SPA

Pursuant to Section 508-300 and Section 508-304(d) of the Aerojet SPA, the Exhibits under Section 508-313 are hereby amended to delete the Rio del Oro project area, as specifically delineated on **Exhibit A**, which is hereby incorporated by this reference.

Section 2. Amendment of City's Zoning Map

The City's Zoning Map is hereby amended to reflect the deletion of the Rio del Oro project area from the Aerojet SPA, as specifically depicted on **Exhibit A**.

Section 3. Amendment to Zoning Code section 23.322.030

Section 23.322.030, "Special Planning Area Zoning Districts, subsection (C)(4) of the City's Zoning Code is amended to read as follows:

"4. Aerojet Special Planning Area (adopted by Ordinance No. SCZ 95-0014 by Sacramento County in 1994; amended by Ordinance No. 97-0040 by Sacramento County on September 10, 1997; amended by Ordinance No. 15-2010 by the City of Rancho Cordova on September 7, 2010."

Section 4. General Plan Consistency

The amendment to the Aerojet Special Planning Area (SPA) deletes the Rio del Oro project area from the Aerojet SPA's boundaries and establishes that the development in the project area will be regulated by the Tier 1 Entitlements. The development standards for the Tier 1 Entitlements are set forth in the Rio Del Oro Specific Plan. Therefore, the amendment to the Aerojet SPA will be consistent with the General Plan if the Rio del Oro Specific Plan is consistent with the City's General Plan. The City Council finds that the amendment to the Aerojet Special Planning Area, which authorizes the implementation of the Rio del Oro Specific Plan and its Land Use Plan, is consistent with the City's General Plan. The findings and evidence to support this General Plan consistency determination are set forth in **Exhibit B** attached hereto and incorporated herein by this reference, which addressing consistency with applicable policies in the General Plan, and the general findings set forth below.

In general, the Project is consistent with the General Plan as follows:

- The Rio del Oro Specific Plan Community Plan (Exhibit 3-1), Land Use Plan (Exhibit 3-2), and land use parameters in Section 3 and Appendix A are consistent with the desired land use patterns (neighborhoods, villages, and districts) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of the Rio del Oro Specific Plan is consistent with the Rio del Oro Planning Area Concept Plan (Figure LU-26), corresponding text description, and assumed development potential (Table LU-5) outlined in the General Plan.
- The Rio del Oro Specific Plan and Development Standards and Design Guidelines (Specific Plan Appendix A) include a land use plan, use and development standards as well as guidelines for subsequent project design consistent with the goals of the General Plan Urban Design Element. Specifically, the location and design concepts for the village, local, and regional town centers within Rio del Oro are in keeping with the building block concepts outlined in the Urban Design Element (Goal UD-1 and corresponding policies and actions). Additionally, design guidelines in Appendix A establish unique project identity with context sensitive design provisions envisioned in Goals UD-3 and UD-4).
- The Rio del Oro Specific Plan includes land use designations for a significant employment center, two village centers, one local town center, and two regional town centers. This plan implements General Plan Economic Development Element Goals ED-1 and ED-2 in terms of diversifying the local economy and providing new local and regional retail opportunities.
- The Rio del Oro Land Use Plan (Exhibit 3-2) includes a wide range of residential land use designations including single-family residential, medium density residential, high density residential, as well as opportunities for high density housing in select mixed use

center locations. Residential land use designations (allowing between 2 and 40 units/acre) are distributed throughout the project site with high density housing located in close proximity to schools, parks, jobs and employment. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities, respectively.

- The Rio del Oro Circulation Plan (Exhibit 4-2) is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local project traffic, improved community circulation, and well as regional transportation system with the addition of two major north south roadways (Rancho Cordova Parkway and Americanos Boulevard) as well as improvements to the east-west connectivity. The Rio de Oro Bikeway and Trails Plan (Exhibit 4-5) is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. Section 4 of the Rio del Oro Specific Plan identifies planned street improvements for major roadways and trails and establishes standards and principles for subsequent review of local streets and trail connections in keeping with the General Plan Circulation Element Goals C-1 and C-2 for multi-modal facilities and connectivity.
- The Rio del Oro Land Use Plan (Exhibit 3-2) designates approximately 990 acres (~25% of the project area) for parks and open space, which excludes storm water detention and private recreation areas. Project open space includes a 510 acre wetland preserve, drainage parkways, landscape corridors, and greenbelts. Project parks include a 70 acre community park, plus adult sports park, neighborhood parks and future pocket parks and neighborhood greens. The Rio del Oro Bikeway and Trails Plan (Exhibit 4-5) includes more than 15 miles of Class I, paved off-street bike paths connecting neighborhoods to activity centers and improving regional trail connections. Planned open space, parks, and trails for Rio del Oro are consistent with General Plan Open Space, Parks, and Trails Element Goals OSPT-1, OSPT-2, and OSPT-3 in establishing a premier system of public parks, establishing connected and diverse open space systems, and maximizing opportunities for pedestrians and cyclists.
- Sections 4 (Circulation Element), 6 (Public Utilities Element), and 7 (Public Services Element) of the Rio del Oro Specific Plan identify necessary infrastructure, utilities, and services for the project consistent with the goals and policies outlined in the General Plan Infrastructure, Services, and Finance Element. Rio del Oro Specific Plan Section 8 (Implementation and Administration) identify requirements for the Financing Plan that is required prior to or contemporaneous with the approval of the first large lot tentative map for the Rio del Oro development. That section also includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.
- The Environmental Impact Report/Environmental Impact Statement for the Rio del Oro project identifies all known and protected resources within the project area. Required protection and mitigation measures have been incorporated into the Rio del Oro Specific Plan as shown on the Land Use Exhibit (Exhibit 3-2) and as described in Section 5 (Environmental Resources Element). The Rio del Oro project is consistent with the General Pan Natural Resources Element Goals NR-1, NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands and creek corridors.
- The Rio del Oro Specific Plan includes information about the historic use of the property and the Development Standards and Design Guidelines (Appendix A) specifically reference historic rocket testing operations on a neighborhood park site (Parcel 80) where special design treatment should convey the site's historic interest through inclusion of interpretive exhibits or other design features. This provision is consistent

with General Plan Cultural and Historic Resources Element Goal CHR-1 to identify and preserve the history of Rancho Cordova for future generations.

- The Rio del Oro Specific Plan (including Appendix A) includes drainage improvements consistent with General Plan Safety Element Goal S-2 (and corresponding policies and actions) to reduce the possibility of a flooding or drainage issue causing damage to urban land uses. Residential uses within the project area are located outside of the designated Mather Airport flight zone consistent with Safety Element Goal S-6 to protect the community from potential harm associated with Mather Airport operations. Finally, the Rio del Oro Development Standards and Design Guidelines incorporate best practices from the Crime Prevention Through Environmental Design (CPTED) standards to ensure consistency with Safety Element Goal 7 regarding design of neighborhoods and buildings to maximize safety/security and minimize crime.
- The Rio del Oro Land Use Plan (Exhibit 3-2) incorporates desired development patterns for a balanced mix of uses that incorporate housing, jobs, and services in close proximity connected by roadways and trails to reduce vehicular travel and maximize opportunities for walking and biking. This land use plan and corresponding circulation exhibits are consistent with the General Plan Air Quality Element Goals AQ-2 and AQ-3 regarding land use patterns and densities, as well as circulation systems to reduce vehicle trips and air quality impacts.
- The Rio del Oro Land Use Plan (Exhibit 3-2) maintains residential uses outside of the designated Mather Airport flight zone and establishes setbacks and in some cases soundwalls to mitigate noise impacts from heavily traveled roadways and adjoining industrial uses to the west and south of the project site. This land plan and provisions in the Rio del Oro Development Standards and Design Guidelines are consistent with the General Plan Noise Element Goal N-1 to ensure that new development is free of noise disturbances.

Section 5. CEQA Compliance

In compliance with the California Environmental Quality Act, on September 7, 2010, the Rancho Cordova City Council, pursuant to Resolution No. 92-2010 certified the EIR, adopted environmental findings pursuant to CEQA guidelines Section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring and reporting plan for the Rio del Oro Project, including the Rio del Oro Specific Plan, prior to approval of the adoption of this Ordinance. The amendment to the Aerojet SPA and development allowed thereunder was analyzed as part of the approvals and CEQA analysis.

Section 6. 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 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 7. Effective Date

Within fifteen (15) days after adoption, a Summary of this ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in

accordance with Government Code section 36933. This ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

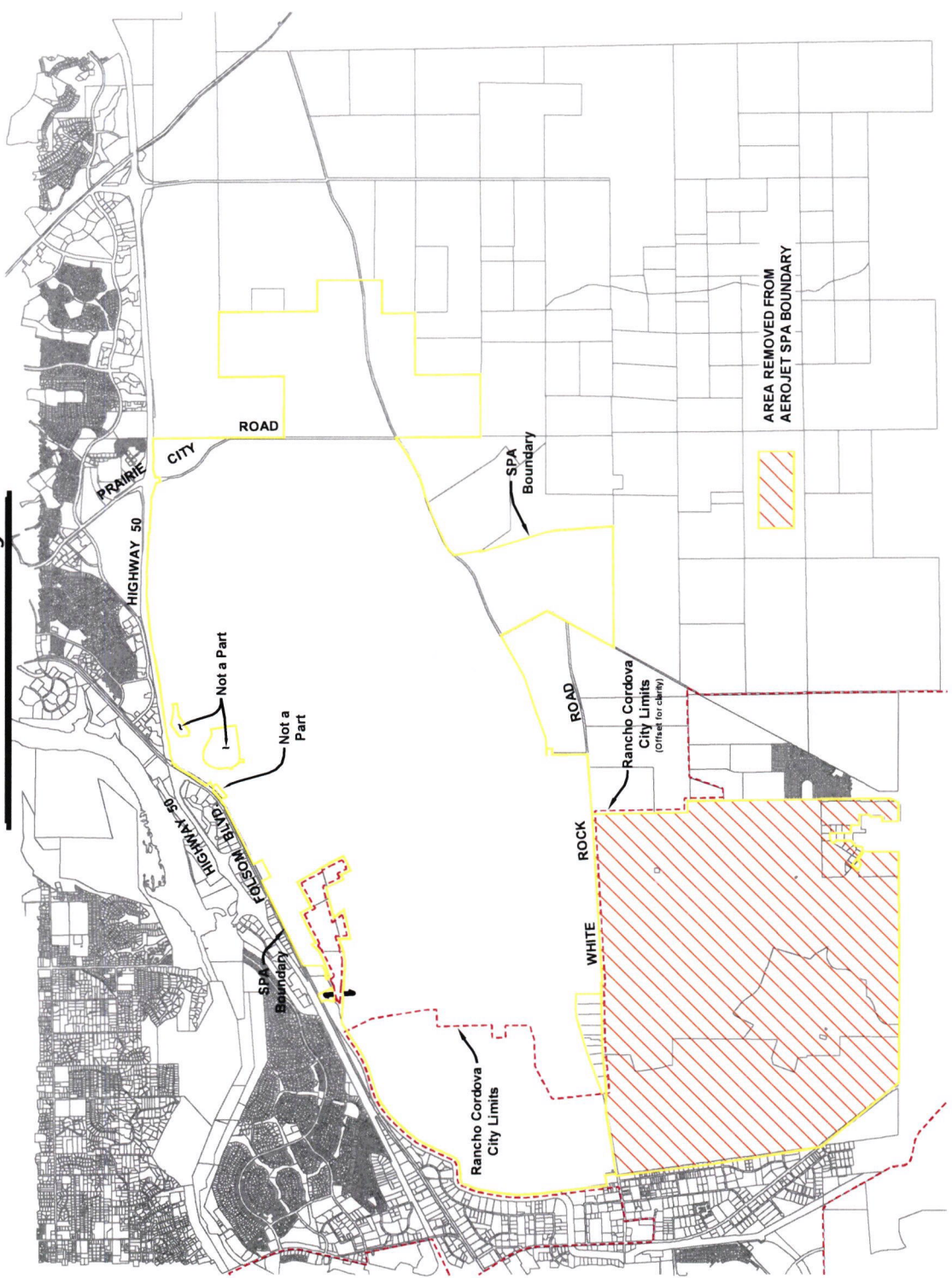
Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

EXHIBIT "A"

SPA Boundary



Scale: 1" = 2000'
 Revised: July 23, 2010
 27785-00

MEMORANDUM



DATE: September 7, 2010

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director
Pam Johns, Project Manager (Specific Plan)
Patrick Angell, Project Manager (EIR)

SUBJECT: RIO DEL ORO GENERAL PLAN CONSISTENCY TABLE

The General Plan consistency table referenced in Ordinance 15-2010 as Exhibit B is the same consistency table provided for Ordinance 14-2010 as Exhibit A of this staff report. The table provides findings and evidence to support this General Plan consistency determination and will be part of the final record adoption of Ordinance 15-2010.

CITY OF RANCHO CORDOVA

ORDINANCE NO. 16-2010

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING TWO TIER 1 DEVELOPMENT AGREEMENTS FOR THE
RIO DEL ORO PROJECT**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Recitals

WHEREAS, 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; and

WHEREAS, the development application for the Rio del Oro project ("Project") was transferred from the County of Sacramento to the City of Rancho Cordova ("City") upon the City's incorporation on July 1, 2003. Since that time, the City has been in the process of evaluating the Rio del Oro Specific Plan application in accordance with Government Code section 65451; and

WHEREAS, the Rio del Oro Specific Plan Project is a plan for a mixed-use development supporting a combination of employment-generating uses, retail and supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 3,828-acre site in the City of Rancho Cordova. The Project includes 11,601 residential units at various densities; 522 acres of employment-generating uses (village commercial, shopping center, business park, industrial park); public/quasi-public uses; elementary, middle, and high schools; community and neighborhood parks; private recreational uses; stormwater detention basins; open-space areas and open-space preserves; a drainage parkway; greenbelts; major roads with landscaping; and a wetland preserve/mitigation bank. Several off-site infrastructure facilities (road widening and extensions, sewer interceptors, water and wastewater treatment facilities, wastewater transmission mains, water pipelines and distribution systems and facilities, electrical transmission lines, and water tanks) are proposed to serve project development; and

WHEREAS, an Environmental Impact Report (EIR) was prepared for the Project and circulated in accordance with the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the current proposal is to process the Project in two separate phases or "Tiers" of development approvals for each of the two owners. The Tier One entitlements include a Tier One Development Agreement for each of the two owners, the Rio del Oro Specific Plan (and corresponding amendment to Aerojet Special Planning Area (SPA)), and certification of the EIR for the Project. The two Tier One Development Agreements are nearly identical, except that one will apply to the property owned by Elliott Homes and one will apply to the property owned by Aerojet-General Corporation; and

WHEREAS, in accordance with Government Code sections 65854 and 65867, the Rancho Cordova Planning Commission ("Planning Commission") held a noticed, public hearing on July 8, 2010 to consider the Project and the Project applicant's requested approvals,

including the Rio del Oro Specific Plan (and corresponding amendment to Aerojet SPA), certification of the EIR for the Project, a Tier 1 Development Agreement with Elliott Homes, Inc. and a Tier 1 Development Agreement with Aerojet-General Corporation; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091; and

WHEREAS, during the public hearing, the Planning Commission considered a written staff report on the two Tier 1 Development Agreements, the Rio del Oro Specific Plan (and corresponding amendment to Aerojet SPA), and certification of the EIR for the Project, and all other oral and written comments presented to them; and

WHEREAS, following the conclusion of the public hearing on July 8, 2010, the Planning Commission voted to recommend to the City Council approval of the two Tier 1 Development Agreements, the Specific Plan (and corresponding amendment to Aerojet SPA), and certification of the EIR for the Project; and

WHEREAS, in accordance with Government Code section 65355, the Rancho Cordova City Council held a noticed, public hearing on August 16, 2010, to consider the Project, the Project applicant's requested Tier 1 approvals, including a Tier 1 Development Agreement between the City and Elliott Homes, Inc. (**Exhibit A**) and a Tier 1 Development Agreement between the City and Aerojet-General Corporation (**Exhibit B**), and in accordance with Government Code section 65867, the recommendation of the Planning Commission; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code section 65090 and 65091; and

WHEREAS, during the public hearing, the City Council considered a written staff report on the Project, and all other oral and written comments presented to them; and

WHEREAS, on September 7, 2010, the Rancho Cordova City Council, pursuant to Resolution No. 92-2010 certified the EIR, adopted mitigation findings pursuant to CEQA guidelines Section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring plan for the Project, which include the Tier 1 Development Agreements, prior to approving the Tier 1 entitlements.

Section 2. Findings and Determination

On the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the Rio del Oro Specific Plan, (c) the City of Rancho Cordova's General Plan, (d) the Environmental Impact Report for the Project, and (e) on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The two Tier 1 Development Agreements are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, in that:

In accordance with Government Code section 65867.5(b), the two Tier 1 Development Agreements are consistent with the City's General Plan. The two Tier 1 Development Agreements vest the developers' right to proceed with development of the property in accordance with the Rio del Oro Specific Plan. The Tier 1 Development Agreements do not amend or revise the development standards in the Rio Del Oro Specific Plan. Therefore, the two Tier 1 Development Agreements will be consistent with the General Plan if development under the Rio del Oro Specific Plan is consistent with the City's General Plan. As required by Government Code section 65867.5(b), the City Council finds that the two Tier 1 Development Agreements, which vests development under the Specific Plan, are consistent with the City's

General Plan. The findings and evidence to support this General Plan consistency determination are set forth in **(Exhibit C)** attached hereto and incorporated herein by this reference, which addressing consistency with applicable policies in the General Plan, and the general findings set forth below.

In general, the Project is consistent with the General Plan as follows:

- The Rio del Oro Specific Plan Community Plan (Exhibit 3-1), Land Use Plan (Exhibit 3-2), and land use parameters in Section 3 and Appendix A are consistent with the desired land use patterns (neighborhoods, villages, and districts) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of the Rio del Oro Specific Plan is consistent with the Rio del Oro Planning Area Concept Plan (Figure LU-26), corresponding text description, and assumed development potential (Table LU-5) outlined in the General Plan.
- The Rio del Oro Specific Plan and Development Standards and Design Guidelines (Specific Plan Appendix A) include a land use plan, use and development standards as well as guidelines for subsequent project design consistent with the goals of the General Plan Urban Design Element. Specifically, the location and design concepts for the village, local, and regional town centers within Rio del Oro are in keeping with the building block concepts outlined in the Urban Design Element (Goal UD-1 and corresponding policies and actions). Additionally, design guidelines in Appendix A establish unique project identity with context sensitive design provisions envisioned in Goals UD-3 and UD-4).
- The Rio del Oro Specific Plan includes land use designations for a significant employment center, two village centers, one local town center, and two regional town centers. This plan implements General Plan Economic Development Element Goals ED-1 and ED-2 in terms of diversifying the local economy and providing new local and regional retail opportunities.
- The Rio del Oro Land Use Plan (Exhibit 3-2) includes a wide range of residential land use designations including single-family residential, medium density residential, high density residential, as well as opportunities for high density housing in select mixed use center locations. Residential land use designations (allowing between 2 and 40 units/acre) are distributed throughout the project site with high density housing located in close proximity to schools, parks, jobs and employment. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities, respectively.
- The Rio del Oro Circulation Plan (Exhibit 4-2) is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local project traffic, improved community circulation, and well as regional transportation system with the addition of two major north south roadways (Rancho Cordova Parkway and Americanos Boulevard) as well as improvements to the east-west connectivity. The Rio de Oro Bikeway and Trails Plan (Exhibit 4-5) is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. Section 4 of the Rio del Oro Specific Plan identifies planned street improvements for major roadways and trails and establishes standards and principles for subsequent review of local streets and trail connections in keeping with the General Plan Circulation Element Goals C-1 and C-2 for multi-modal facilities and connectivity.

- The Rio del Oro Land Use Plan (Exhibit 3-2) designates approximately 990 acres (~25% of the project area) for parks and open space, which excludes storm water detention and private recreation areas. Project open space includes a 510 acre wetland preserve, drainage parkways, landscape corridors, and greenbelts. Project parks include a 70 acre community park, plus adult sports park, neighborhood parks and future pocket parks and neighborhood greens. The Rio del Oro Bikeway and Trails Plan (Exhibit 4-5) includes more than 15 miles of Class I, paved off-street bike paths connecting neighborhoods to activity centers and improving regional trail connections. Planned open space, parks, and trails for Rio del Oro are consistent with General Plan Open Space, Parks, and Trails Element Goals OSPT-1, OSPT-2, and OSPT-3 in establishing a premier system of public parks, establishing connected and diverse open space systems, and maximizing opportunities for pedestrians and cyclists.
- Sections 4 (Circulation Element), 6 (Public Utilities Element) and 7 (Public Services Element) of the Rio del Oro Specific Plan identify necessary infrastructure, utilities, and services for the project consistent with the goals and policies outlined in the General Plan Infrastructure, Services, and Finance Element. Rio del Oro Specific Plan Section 8 (Implementation and Administration) identify requirements for the Financing Plan that is required prior to or contemporaneous with the approval of the first large lot tentative map for the Rio del Oro development. That section also includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.
- The Environmental Impact Report/Environmental Impact Statement for the Rio del Oro project identifies all known and protected resources within the project area. Required protection and mitigation measures have been incorporated into the Rio del Oro Specific Plan as shown on the Land Use Exhibit (Exhibit 3-2) and as described in Section 5 (Environmental Resources Element). The Rio del Oro project is consistent with the General Plan Natural Resources Element Goals NR-1, NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands and creek corridors.
- The Rio del Oro Specific Plan includes information about the historic use of the property and the Development Standards and Design Guidelines (Appendix A) specifically reference historic rocket testing operations on a neighborhood park site (Parcel 80) where special design treatment should convey the site's historic interest through inclusion of interpretive exhibits or other design features. This provision is consistent with General Plan Cultural and Historic Resources Element Goal CHR-1 to identify and preserve the history of Rancho Cordova for future generations.
- The Rio del Oro Specific Plan (including Appendix A) includes drainage improvements consistent with General Plan Safety Element Goal S-2 (and corresponding policies and actions) to reduce the possibility of a flooding or drainage issue causing damage to urban land uses. Residential uses within the project area are located outside of the designated Mather Airport flight zone consistent with Safety Element Goal S-6 to protect the community from potential harm associated with Mather Airport operations. Finally, the Rio del Oro Development Standards and Design Guidelines incorporate best practices from the Crime Prevention Through Environmental Design (CPTED) standards to ensure consistency with Safety Element Goal 7 regarding design of neighborhoods and buildings to maximize safety/security and minimize crime.
- The Rio del Oro Land Use Plan (Exhibit 3-2) incorporates desired development patterns for a balanced mix of uses that incorporate housing, jobs, and services in close proximity connected by roadways and trails to reduce vehicular travel and maximize opportunities for walking and biking. This land use plan and corresponding circulation exhibits are consistent with the General Plan Air Quality Element Goals AQ-2 and AQ-3 regarding

land use patterns and densities, as well as circulation systems to reduce vehicle trips and air quality impacts.

- The Rio del Oro Land Use Plan (Exhibit 3-2) maintains residential uses outside of the designated Mather Airport flight zone and establishes setbacks and in some cases soundwalls to mitigate noise impacts from heavily traveled roadways and adjoining industrial uses to the west and south of the project site. This land plan and provisions in the Rio del Oro Development Standards and Design Guidelines are consistent with the General Plan Noise Element Goal N-1 to ensure that new development is free of noise disturbances.

B. The two Tier 1 Development Agreements are consistent with the Rio Del Oro Specific Plan, in that the development standards under the Rio Del Oro Specific Plan are incorporated into and vested by the Tier 1 Development Agreements. The two Tier 1 Development Agreements do not amend or alter the development standards under the Rio Del Oro Specific Plan.

C. The two Tier 1 Development Agreements are compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located in that the project approvals include the Rio del Oro Specific Plan adopted by the City on September 7, 2010 by City Ordinance No. 14-2010.

D. The two Tier 1 Development Agreements are in conformity with public convenience, general welfare and good land use policies in that the Project will implement land use guidelines set forth in the General Plan, which have planned for mixed-use development, consisting of both residential and commercial uses at this location.

E. The two Tier 1 Development Agreements 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 and Specific Plan. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA process, except for those impacts found to be significant and unavoidable for which the City Council adopted a Statement of Overriding Considerations.

F. The two Tier 1 Development Agreements 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.

G. The two Tier 1 Development Agreements are consistent with the provisions of Government Code sections 65864 through 65869.5 in that they include all the substantive elements, and have been processed consistent with, all the procedural requirements of Government Code sections 65864 through 65869.5.

Section 3. CEQA Compliance

In compliance with the California Environmental Quality Act, on September 7, 2010, the Rancho Cordova City Council, pursuant to Resolution No. 92-2010 certified the EIR, adopted environmental findings pursuant to CEQA guidelines section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring plan for the Rio del Oro Project, including the two Tier 1 Development Agreements, prior to approval of the Development Agreements.

Section 4. Approval

The City Council hereby approves the Tier 1 Development Agreement between the City and Elliott Homes, Inc. (**Exhibit A**) and the Tier 1 Development Agreement between the City and Aerojet-General Corporation (**Exhibit B**) and authorizes the City Manager to execute both Development Agreements.

Section 5. Recordation

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

Section 6. 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 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 7. Effective Date

Within fifteen (15) days after adoption, a Summary of this ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk

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

TIER 1 DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND
ELLIOTT HOMES, INC.
RELATIVE TO THE RIO DEL ORO PROJECT

**DEVELOPMENT AGREEMENT
RELATIVE TO RIO DEL ORO PROJECT**

This Development Agreement is entered into as of this 21st day of September 2010, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and Elliott Homes, Inc., an Arizona corporation ("Elliott"), pursuant to the authority of Government Code section 65864 et seq. relating to Development Agreements. City and Elliott are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code Section 65864, et seq. (the "Development Agreement Statute") and Rancho Cordova Municipal Code Chapter 23.158, which authorize 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. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement.

C. Elliott Property. Elliott holds a legal or equitable interest in that certain 1,516-acre portion of the Rio Del Oro Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2, and attached hereto. Elliott represents that all persons holding legal or equitable interests in the property shall be bound by this Elliott Tier 1 Development Agreement.

D. Concurrent Approval of Aerojet Tier 1 Development Agreement. Concurrent with the approval of this Elliott Tier 1 Development Agreement, a second Tier 1 development agreement with near identical terms is being processed and approved by and between the City of Rancho Cordova and Aerojet General Corporation for the remaining 2,312-acre portion of the Rio Del Oro Specific Plan Area.

E. Joint Planning of Rio Del Oro. Elliott, Aerojet General Corporation, the City, and other public agencies have jointly planned for the development of the entire 3,832-acre Rio Del Oro Specific Plan Area described in Exhibit B attached hereto. The Rio Del Oro Specific Plan, this Elliott Tier 1 Development Agreement, the other Tier 1 Entitlements, and the Aerojet Tier 1 Development Agreement are the result of this joint effort.

F. Public Hearing. On August 5, 2010, the Planning Commission of City of Rancho Cordova, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867 and Rancho Cordova Municipal Code Chapter 23.158, considered this Elliott Tier 1 Development Agreement and recommended approval of this Agreement to the City Council.

G. Relationship of Tier 1 Entitlements to Tier 2 Entitlements and Subsequent Entitlements. This Elliott Tier 1 Development Agreement establishes certain initial, mutual obligations relating to the development of the Property under the Tier 1 Entitlements. This Elliott Tier 1 Development Agreement also describes the requirements and standards for processing Tier 2 Entitlements and Subsequent Entitlements.

H. Environmental Review. In compliance with the National Environmental Policy Act and the California Environmental Quality Act, on September 7, 2010, by Resolution No. 92-2010, the City approved the Rio Del Oro Specific Plan Project EIS/EIR ("EIS/EIR"). Elliott agrees that the City may in its discretion determine that additional environmental review under CEQA, beyond that contained in the EIS/EIR, is required for future Tier 2 Entitlements and Subsequent Entitlements to implement the Project. Government Code section 65457 provides that any residential development project that is consistent with a specific plan for which an environmental impact report has been certified is generally exempt from further CEQA review; notwithstanding section 65457 or any successor or related state statute establishing exemptions from or restrictions on further CEQA environmental review, Elliott agrees that City may, in its sole discretion, require further CEQA review for any Tier 2 Entitlement or Subsequent Entitlement.

I. Development Agreement Ordinance. City and Elliott have taken all actions mandated by, and fulfilled all requirements set forth in Rancho Cordova Municipal Code Chapter 23.158, the Development Agreement Ordinance of the City of Rancho Cordova.

J. Consistency with General and Specific Plan. Having duly examined and considered this Elliott Tier 1 Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. 16-2010, the City found that this Elliott Tier 1 Development Agreement satisfies the Government Code §65867.5 and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

K. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Elliott Tier 1 Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statutes, and which provide for the mutually desirable development of the Elliott Property.

AGREEMENT

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

2. Relationship of City and Elliott. It is understood that this Elliott Tier 1 Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Elliott and that neither Party is an agent of the other Party. City and Elliott 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 City and Elliott joint venturers or partners.

3. Definitions.

"Aerojet" means Aerojet General Corporation, an Ohio corporation.

"Aerojet Property" means that certain 2,312-acre portion of the Rio Del Oro Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit C-1 and Exhibit C-2, and attached hereto, which is subject to the Aerojet Tier 1 Development Agreement.

"Aerojet Tier 1 Development Agreement" means the Tier 1 Development Agreement, with near identical terms to this Elliott Tier 1 Development Agreement, which is being concurrently processed and approved by and between the City of Rancho Cordova and Aerojet for the Aerojet Property.

"Aerojet Tier 2 Development Agreement" means that development agreement which may be approved for the entire Aerojet Property pursuant to the process and terms set forth in the Aerojet Tier 1 Development Agreement.

"Affordable Housing Plan" means a plan prepared by Elliott or Aerojet General Corporation in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5 of thereof, for review and approval by the City, that identifies the plans of the Rio del Oro Project for providing affordable housing.

"City Council" means the City Council of the City of Rancho Cordova.

"Development Activity" means any development, construction and land use pursuant to or in furtherance of the Rio Del Oro Specific Plan, including without limitation ground disturbance, grading, land alteration, and construction of any improvements, including, but not limited to, structures, roadways, infrastructure, dwelling units, and non-residential buildings. Development Activity expressly does not include: (a) any development, construction or land use authorized by laws regulations, plans, policies or permits, of the City applicable to the Property that were in effect prior to the effective date of the Rio del Oro Specific Plan and the other Tier 1 Entitlements, including without limitation, Rio del Oro Mining Permit pertaining to Grantline West Mining Operation (Teichert) Permit affecting Assessor's Parcel No. 072--370-071, City of Rancho Cordova Resolution No. 81-2005, and (b) activities necessary to fill "waters of the United States," as defined by then applicable federal law and pursuant to a valid and unexpired Section 404 permit for the Property; and (c) any work of any nature that Aerojet or the Boeing Company may be required or authorized to conduct by local, state or federal regulatory agencies, in connection with the McDonnell Douglas Inactive Rancho Cordova Test Site (IRCTS), including, by way of example and not by way of limitation, orders, consent decrees, waste discharge requirements, monitoring/reporting program orders and any amendments thereto that have been issued or may in the future be issued by the California Department of Toxic Substance Control (DTSC), United States EPA, United States Fish and Wildlife Service, United States Army Corps of Engineers, and/or the Central Valley Regional Water Quality Control Board, pertaining to, arising out of or related to soil and groundwater remediation, endangered species mitigation, wetlands mitigation, or any other similar activity required or authorized by said local, state or federal regulatory agencies.

"Elliott Property" means that certain 1,516-acre portion of the Rio Del Oro Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2, and attached hereto, which is subject to this Elliott Tier 1 Development Agreement.

"Elliott Project" means the planned development of the Elliott Property pursuant to the Tier 1 Entitlements.

"Elliott Tier 2 Development Agreement" means that development agreement which may be approved for the entire Elliott Property pursuant to the process and terms set forth in this Elliott Tier 1 Development Agreement, in particular section 6.2 hereto.

"Financing Plan" means that plan, as further described in the Specific Plan, applicable to the entire Rio Del Oro Specific Plan Area, which will be adopted by the City Council prior to or concurrent with approval of the first Tier 2 Development Agreement approved for any development within the Specific Plan Area and prior to any Development Activity within the Specific Plan Area, and which shall define: (a) the specific mechanisms that will be required to fund the capital costs of all infrastructure necessary as a result of build-out of the Specific Plan; (b) the funding mechanisms necessary to maintain new infrastructure and public services needed by the future residents and businesses in the Specific Plan Area; and (c) the funding and financing of the activities and actions described in the Affordable Housing Plan.

"Phasing Master Plan" means that plan, as further described in the Specific Plan, applicable to the entire Rio Del Oro Specific Plan Area, which will be adopted by the City Council prior to or concurrent with approval of the first Tier 2 Development Agreement approved for any development within the Specific Plan Area and prior to any Development Activity within the Specific Plan Area, and which shall define in detail the on-site and off-site facility requirements to develop each phase of the Specific Plan Area, including location of facilities, cost estimates, and construction timing requirements.

"Master Large Lot Map Conditions of Approval" means the set of conditions and requirements that will be placed on large lots maps for the Elliott Property and other property within the Rio Del Oro Specific Plan Area, and that, together with the Financing Plan, the Phasing Master Plan, and the Affordable Housing Plan will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to and cover the entire Specific Plan Area.

"Minor Revision" shall have that meaning set forth on page 8-4 of the Rio Del Oro Specific Plan approved by the City on September 20, 2010, by Ordinance No. 14-2010.

"Rio del Oro Project" means the planned development of the entire 3,832-acre Rio Del Oro Specific Plan Area described in Exhibit B attached hereto, pursuant to the Rio Del Oro Specific Plan, this Elliott Tier 1 Development Agreement, the other Tier 1 Entitlements, and the Aerojet Tier 1 Development Agreement.

"Specific Plan" means the "Rio Del Oro Specific Plan," including Appendix A thereto "Rio Del Oro Development Standards and Design Guidelines", and Appendix B thereto "On-Site Infrastructure Phasing Plan", approved by the City on September 20, 2010, by Ordinance No. 14-2010.

"Specific Plan Area" and "Rio Del Oro Specific Plan Area" mean the entire 3,832-area which is the subject of the "Rio Del Oro Specific Plan."

"Subsequent Entitlements" mean those additional permits, plans and approvals, that may be approved following approval of the Tier 2 Entitlements, and which will allow for implementation of the Tier 2 Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

"Substantially comply with" or "substantial compliance with" the "terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Tentative Map Conditions of Approval" shall mean that developers in the Specific Plan Area (including any

Partial Assignees) achieve substantially the same timing, level of service, infrastructure and functional outcomes described in the Financing Plan, Phasing Master Plan, Affordable Housing Plan, and the Master Large Lot Map Conditions of Approval.

"Tier 1 Entitlements" mean (a) the City of Rancho Cordova General Plan in effect on the Effective Date of this Elliott Tier 1 Development Agreement; (b) the Rio Del Oro Specific Plan Project EIS/EIR, approved by the City on September 7, 2010 by Resolution No. 92-2010 (the Mitigation Measures in the EIR/EIS are incorporated into the Elliott Project and into the terms and conditions of this Agreement, unless the mitigation measures pertain solely to the Aerojet Property); (c) the "Rio Del Oro Specific Plan," including Appendix A thereto "Rio Del Oro Development Standards and Design Guidelines", and Appendix B thereto "On-Site Infrastructure Phasing Plan", approved by the City on September 20, 2010, by Ordinance No. 14-2010; (d) the Amendment to the Aerojet Special Planning Area (SPA), approved by the City on September 20, 2010 by Ordinance No. 15-2010; and (e) this Elliott Tier 1 Development Agreement, approved by the City on September 20, 2010 by Ordinance No. 16-2010 (the "Adopting Ordinance").

"Tier 2 Entitlements" mean (a) the Financing Plan, (b) the Phasing Master Plan, (c) the Master Large Lot Tentative Map Conditions of Approval, (d) additional Mitigation Measures, beyond or different from those in the EIS/EIR, as provided in the additional environmental documentation required for the Tier 2 Entitlements, unless the mitigation measures pertain solely to the Aerojet Property, (e) the Affordable Housing Plan, and (f) and the amendments to Tier 1 Development Agreements or Tier 2 Development Agreements necessary to bind every landowner and all the property within the entire Specific Plan Area (which includes Elliott, Aerojet and their respective successors in interest) to substantially comply with the terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Tentative Map Conditions of Approval.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Elliott Tier 1 Development Agreement ("Effective Date") is October 20, 2010 which is the effective date of City Ordinance No. 16-2010, adopting this Elliott Tier 1 Development Agreement.

4.2 Term. The term of this Elliott Tier 1 Development 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 the terms of this Elliott Tier 1 Development Agreement. Following the expiration of the term, this Elliott Tier 1 Development Agreement shall be deemed terminated and of no further force and effect. If this Elliott Tier 1 Development Agreement expires, Elliott shall have no vested right under the Tier 1 Entitlements and the City shall have the right to modify or repeal the remaining Tier 1 Entitlements and apply new laws and regulations to the development of the Property, subject to then applicable notice and hearing requirements. However, while the Parties have no present agreement to extend the term of this Agreement, the Parties anticipate that negotiations will occur on the Elliott Tier 2 Development Agreement prior to the expiration of this Elliott Tier 1 Development Agreement. The Parties anticipate that the Elliott Tier 2 Development Agreement will (i) replace this Elliott Tier 1 Development Agreement or modify it and extend its term, and (ii) establish further vested rights for the Property. If a Tier 2 Development Agreement has not been approved for the Elliott Property six (6) months prior to the expiration of the term of this Elliott Tier 1 Development Agreement, the City and Elliott shall meet to discuss the possibility of amending this Elliott Tier 1 Development Agreement to extend its term.

4.3 Tolling and Extension During Legal Challenge or Moratoria. In the event that this Elliott Tier 1 Development Agreement or any of the Tier 1 Entitlements or the EIR or any subsequent approvals or permits required to implement the Tier 1 Entitlements (such as any required wetlands fill permit or environmental document required under the National Environmental Protection Act ("NEPA") related thereto) are subjected to legal challenge by a third party, and Elliott is unable to proceed with the Project due to such litigation or Elliott gives written notice to City that it is electing not to proceed with the Project until such litigation is resolved to Elliott's satisfaction, the term of this Elliott Tier 1 Development Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Elliott, be extended and tolled for a maximum period of three (3) years during such litigation until the entry of final order of judgment upholding this Elliott Tier 1 Development Agreement and/or Tier 1 Entitlements, or the litigation is dismissed by stipulation of the parties; provided, however, that, notwithstanding the foregoing, Elliott shall have the right to elect, in Elliott's sole discretion, to proceed with the Elliott Project at any point by providing the City with written notice that it is electing to proceed with Elliott Project, in which event the tolling of the term of this Elliott Tier 1 Development Agreement shall cease as of the date of such notice.

5. Vested Rights. Elliott shall have the vested right to proceed with development of the Elliott Property in accordance with the Tier 1 Entitlements, and to have the Tier 2 Entitlements and Subsequent Entitlements considered for approval or denial, based upon the standards and requirements set forth in the Tier 1 Entitlements, including without limitation the Rio Del Oro Specific Plan.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land. 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, shall be those set forth in the Tier 1 Entitlements, including without limitation the Rio Del Oro Specific Plan. City acknowledges that the Rio Del Oro Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page 3-7 of the Specific Plan.

5.2 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Elliott and City intend that, except as otherwise provided in or limited by Section 5.3 or other provisions of this Agreement, this Elliott Tier 1 Development Agreement shall vest the Tier 1 Development Entitlements 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 Tier 1 Development Entitlements; provided however, Elliott 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 an imminent public health or safety issue, in which case City shall treat Elliott in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude and Do Not Authorize Development Activity. Neither the vested rights conferred by this Section 5 (including 5.1 and 5.2) nor any other provision of this Elliott Tier 1 Development Agreement nor of the Tier 1 Entitlements grant Elliott a vested right to engage in Development Activity on the Elliott Property. Development Activity shall occur on the Elliott Property only following approval of Tier 2 Entitlements as further

provided in Section 7 hereto. This Elliott Tier 1 Development Agreement does not guarantee approval of the Tier 2 Entitlements or Subsequent Entitlements.

6. Processing of Tier 2 Entitlements and Subsequent Entitlements.

6.1. Intent of Tiered Entitlement Approval Process. The primary intent of the tiered entitlement approval process set forth in this Elliott Tier 1 Development Agreement, and in particular in this Section 6, is to ensure, to the City's satisfaction, that the provisions of the Specific Plan, the Financing Plan and the Phasing Master Plan are uniformly applied in the entire Specific Plan Area in both the Elliott Property and the Aerojet Property.

6.2 Timing of Application for Tier 2 Development Agreement for Elliott Property. Prior to any Development Activity on the Property, Elliott shall apply to City to request approval of the Elliott Tier 2 Development Agreement, which shall cover the entire Elliott Property. Elliott shall have the right to apply for the Elliott Tier 2 Development Agreement at any time during the term of this Elliott Tier 1 Development Agreement. The Elliott Tier 2 Development Agreement and the Aerojet Tier 2 Development Agreement shall not be required to be simultaneously processed by the City.

6.3 Processing of Tier 2 Development Agreement for Elliott Property, Requirement of Rio Del Oro Phasing Master Plan and Rio Del Oro Master Large Lot Map. If Elliott requests approval of the Elliott Tier 2 Development Agreement before Aerojet requests approval of the Aerojet Tier 2 Development Agreement, Elliott shall be responsible for working with the City to prepare the Financing Plan, the Phasing Master Plan, and a single set of Master Large Lot Map Conditions of Approval, that together will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to and cover the entire Specific Plan Area. The Elliott Tier 2 Development Agreement shall be approved at the same time as, but not before, the City approves the Financing Plan, Phasing Master Plan and Affordable Housing Plan for the entire Specific Plan Area, and a large lot tentative map for the Elliott Property which map includes the Master Conditions of Approval to implement the Specific Plan, the Financing Plan, Phasing Master Plan and Affordable Housing Plan.

If Aerojet requests approval of the Aerojet Tier 2 Development Agreement before Elliott requests approval of the Elliott Tier 2 Development Agreement, Aerojet shall be responsible for working with the City to prepare a single Financing Plan, a single Phasing Master Plan, a single Affordable Housing Plan, and a single set of Master Large Lot Map Conditions of Approval, that together will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to and cover the entire Specific Plan Area. Thereafter, when Elliott requests approval of the Elliott Tier 2 Development Agreement, City shall have the discretion to deny approval of the Elliott Tier 2 Development Agreement and any other Tier 2 entitlements for any portion of the Elliott Property unless Elliott agrees to substantially comply with the terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan, and the Master Large Lot Tentative Map Conditions of Approval as previously adopted with the Aerojet Tier 2 Development Agreement by either (a) amending this Elliott Tier 1 Development Agreement or (b) agreeing to such terms and entering into the Elliott Tier 2 Development Agreement.

As provided in Section 5 of this Elliott Tier 1 Development Agreement, the City shall consider approval or denial, of the Elliott Tier 2 Development Agreement, the other Tier 2 Entitlements

and the Subsequent Approvals based upon the standards and requirements in the Tier 1 Entitlements.

7. **No Development Activity Until Tier 2 Approved.** Notwithstanding the vested rights granted by this Elliott Tier 1 Development Agreement and consistent with the limitation on Elliott's rights in Section 5.3 of this Agreement, the City shall have the full, unrestrained and sole discretion to deny any and all Development Activity on any property in the Specific Plan Area unless and until every landowner in the entire Specific Plan Area (which includes Elliott, Aerojet and their respective successors in interest) has agreed to substantially comply with the terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Tentative Map Conditions of Approval as adopted by the City by either (a) amending its Tier 1 Development Agreement or (b) agreeing to such terms and entering into a Tier 2 Development Agreement.

8. **Amendment or Cancellation.**

8.1 **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 Elliott Tier 1 Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Tier 1 Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Elliott Tier 1 Agreement and such Tier 1 Entitlements to comply with such Federal or State law or regulation. Any such amendment or suspension of this Elliott Tier 1 Agreement or Tier 1 Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

8.2 **Amendment by Mutual Consent.** This Elliott Tier 1 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 Municipal Code. Any amendment of the Tier 1 Entitlements that does not constitute a Minor Revision shall require amendment of this Elliott Tier 1 Agreement.

8.3 **Cancellation by Mutual Consent.** Except as otherwise permitted herein, this Elliott Tier 1 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 Municipal Code. Any fees paid pursuant to this Agreement and spent by the City prior to the date of cancellation shall be retained by City.

9. **Annual Review.**

9.1 **Annual Review.** The City shall annually monitor and review Elliott's good faith compliance with the terms of this Elliott Tier 1 Agreement and the Initial Entitlements.

9.2 **Monitoring.** The City has the responsibility and discretion to monitor the continuing compliance of Elliott with the terms of this Elliott Tier 1 Agreement and the Tier 1 Entitlements by updating decision makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking such other actions as the City may deem appropriate. As a result of the limited scope of the Tier 1 Entitlements, the Parties anticipate that, the focus of the Annual Review will generally, in the discretion of the City, be on whether or not any Development Activity is occurring.

9.3 Annual Review Date. The annual review shall occur each year during the term of this Elliott Tier 1 Agreement on or about the anniversary date of the Effective Date.

9.4 Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Elliott written notice that the City intends to undertake such review, including an estimate of the total costs the City expects to incur in connection with the review. Within thirty (30) days of City's notice, Elliott shall provide evidence to the Planning Director to demonstrate good faith compliance with this Elliott Tier 1 Development Agreement. The burden of proof, by substantial evidence of compliance, is upon Elliott. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to conduct review at a later date or otherwise enforce the provisions of this Elliott Tier 1 Agreement. Elliott is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

9.5 Staff Reports. City shall deposit in the mail to Elliott a copy of all staff reports, and related exhibits, concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice by e-mail or other then available means of electronic technology.

9.6 Costs. Costs reasonably and directly incurred by the City in connection with the annual review and monitoring shall be paid by Elliott in accordance with the City's schedule of fees and billing rates in effect at the time of review. The City may require Elliott to provide deposits for the City's estimated costs in connection with the City's annual review and monitoring in the year following the current compliance review. The costs that Elliott may be required to pay shall not be limited to the amount in the Planning Director's estimate.

9.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Elliott has not complied in good faith with the terms and conditions of the Elliott Tier 1 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. As part of that final determination, the City Council may impose conditions on the Elliott Project that it considers necessary and appropriate to protect the interest of the City. Elliott may, at the same hearing, raise any and all issues of non-compliance by the City with the terms of this Elliott Tier 1 Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

9.8 Appeal of Determination. The decision of the City Council as to Elliott'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.

10. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any party to perform any term or provision of this Elliott Tier 1 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." Except as provided in Section 10, 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 Section 20, and the Party in Default fails to cure such Event of Default within the applicable cure period.

10.1 Procedure Regarding Defaults.

10.1.1 Notice of Default. If an Event of Default occurs, prior to exercising any remedies except as provided in Section 10, the Complaining Party shall give the Party in Default written notice of such default. Where the City provides notice of an Event of Default by Elliott, the City shall not be obligated to issue any permit or approve any entitlement for which an application has been filed until the Default is cured pursuant to the procedures in this Section 10.

10.1.2 Cure. 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 thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure is 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 Party in Default receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty (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 ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, the City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Elliott Tier 1 Agreement following the opportunity to cure as provided in this Section 10.1.2.

10.1.3 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.

10.1.4 Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 10.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Elliott Tier 1 Agreement or terminate this Elliott Tier 1 Development 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 the City's regulations governing development agreements, expressly including the remedy of specific performance of this Elliott Tier 1 Agreement. In no event, except as provided in Sections 14, 17 and 18 of this Agreement shall either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement and both Parties hereby expressly waive any such monetary damages City. Notwithstanding the foregoing, the City may immediately institute any legal proceedings relating to this Elliott Tier 1 Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

11. **Estoppel Certificate.** Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party certify in writing that, to the knowledge of the certifying party, (i) this Elliott Tier 1 Agreement is in full force and effect and a binding obligation of the parties, (ii) this Elliott Tier 1 Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Elliott Tier 1 Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Elliott Tier 1 Development Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

12. **Severability.** Except as set forth herein, if any term, covenant or condition of this Elliott Tier 1 Development 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 Elliott Tier 1 Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Elliott Tier 1 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 Elliott Tier 1 Agreement from and after such determination.

13. **Applicable Law.** This Elliott Tier 1 Agreement shall be construed and enforced in accordance with the laws of the State of California.

14. **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 Elliott Tier 1 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.

15. **Agreement Runs with the Land.** Except as otherwise provided for in this Elliott Tier 1 Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Elliott Tier 1 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 Elliott Tier 1 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: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) 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.

16. **Bankruptcy.** The obligations of this Elliott Tier 1 Agreement shall not be dischargeable in bankruptcy.

17. **Indemnification From Construction, Improvement, Operation and Maintenance Claims.** Elliott agrees to indemnify, defend with counsel selected by the City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Elliott, or any actions or inactions of Elliott's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project; provided, however, that Elliott shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 17 shall survive the termination of this Elliott Tier 1 Agreement.

18. **Cooperation and Elliott Indemnification of City in Event of Legal Challenge to Agreement or Initial Entitlements.** In the event of any legal or equitable action or other proceeding instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Elliott Tier 1 Agreement or the Tier 1 Entitlements or seeking to overturn or invalidate any approval granted pursuant to this Elliott Tier 1 Agreement, the Parties hereby agree to cooperate in defending said action or proceeding; provided, however, that Elliott shall be solely responsible for costs incurred for such defense. In any such legal or equitable action or proceeding, Elliott shall indemnify, defend with counsel selected by the City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability. Neither Elliott nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. The provisions of this Section 18 shall survive the termination of this Elliott Tier 1 Agreement.

19. **Third Party Beneficiaries.** This Elliott Tier 1 Agreement is made and entered into for the sole protection and benefit of Elliott and, City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

20. **Notices.** All notices required by this Elliott Tier 1 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 City shall be addressed as follows:

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Notice required to be given to Elliott shall be addressed as follows:

ELLIOTT HOMES
Harry C. Elliott, III
80 Iron Point Circle, Suite 110
Folsom, CA 95630

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.

21. Assignment and Release. Elliott shall have the full right to assign this Elliott Tier 1 Development Agreement in connection with any sale, transfer or conveyance of all or any portion of the Property, subject to the limitations and terms in this Section 21. Upon the express written assignment by Elliott, and assumption by the assignee of such assignment in the form attached hereto as Exhibit D, Elliott shall be released from further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Elliott," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

21.1 Effect of Partial Assignments on Tier 2 Development Agreement and Application for Subsequent Entitlements. In the event of a sale, transfer or conveyance of only a portion of the Property prior to approval of the Tier 2 Development Agreement or the Subsequent Entitlements, the assignee of a partial assignment ("Partial Assignee") shall have no right to conduct Development Activity on the Elliott Property. The City shall have the discretion to deny approval of any Tier 2 Entitlements for any portion of the Specific Plan area until every Elliott and Partial Assignee has agreed to substantially comply with the terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Map Conditions of Approval by either (1) amending its Tier 1 Development Agreement or (2) entering into a Tier 2 Development Agreement. Substantial compliance shall mean that Landowners (including any Partial Assignees) achieve substantially the same timing, level of service, infrastructure and functional outcomes described in the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Map Conditions of Approval.

22. Priority of Enactment. In the event of conflict between this Elliott Tier 1 Development Agreement and the Tier 1 Entitlements, the Parties agree that the following sequence of approvals establishes the relative priority of approvals, each approval superior to the approvals listed thereafter: (1) the Elliott Tier 1 Development Agreement and (2) the Tier 1 Entitlements.

23. Form of Agreement; Recordation; Exhibits. Except when this Elliott Tier 1 Agreement is automatically terminated due to the expiration of the Term of this Agreement, City shall cause this Agreement, any amendment hereto and any termination of any parts or provisions hereof, to be recorded with the County Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Elliott Tier 1 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 14 pages and 6 exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Elliott Tier 1 Development Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 16-2010 adopted by the Council of the City on the 20th day of September 2010, and Elliott has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

"ELLIOTT"

ELLIOTT HOMES, INC
an Arizona corporation

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney
Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Elliott Property
Exhibit A-2:	Diagram of the Elliott Property
Exhibit B:	Rio Del Oro Specific Plan area (Rio Del Oro Project)
Exhibit C-1:	Legal Description of the Aerojet Property
Exhibit C-2:	Diagram of the Aerojet Property
Exhibit D:	Form of Assignment

EXHIBIT A-1

Legal Description of the Elliott Homes Property

PARCEL 1:

All that portion of Parcel 15 as said Parcel is shown on that certain Revised Parcel Map of "A Portion of Record of Surveys 12 R.S. 30 and 18 R.S. 4 and also being a Portion of Rancho Rio De Los Americanos" filed in the office of the Recorder, County of Sacramento, State of California in Book 55 of Parcel Maps, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence from said point of beginning along the Westerly line of said Parcel the following five (5) courses: (1) South 07°44'05" West 30.44 feet, (2) South 06°36'05" East 3603.85 feet, (3) South 08°08'17" East 2073.42 feet, (4) South 08°47'03" East 2197.91 feet, and (5) South 08°48'24" East 419.75 feet to a point on the Westerly right-of-way line of Sunrise Boulevard, a County Road, as shown on said Parcel Map; thence along said right-of-way line South 39°18'38" East 4093.39 feet; thence South 89°10'03" East 990.37 feet; thence South 89°06'40" East 933.19 feet; thence North 00°53'20" East 2290.81 feet to a point on an existing fence line; thence along said fence line, the following fourteen (14) courses and distances: (1) North 89°32'35" West 367.46 feet, (2) North 89°24'25" West 402.97 feet; (3) North 00°30'05" East 722.15 feet, (4) North 00°34'11" East 608.94 feet, (5) North 87°30'22" West 39.63 feet, (6) North 00°50'49" East 225.19 feet, (7) North 71°12'32" West 459.31 feet, (8) North 18°32'48" East 299.22 feet, (9) North 18°43'33" East 581.68 feet, (10) North 18°52'10" East 260.18 feet, (11) North 87°29'23" East 30.58 feet, (12) North 86°35'54" East 79.74 feet, (13) North 87°23'08" East 104.15 feet, and (14) South 71°22'21" East 494.50 feet; thence North 00°53'20" East 4230.53; thence North 90°00'00" West 1078.83 feet; thence North 04°03'36" West 192.34 feet; thence North 15°38'51" West 253.09 feet; thence North 10°48'50" West 497.39 feet; thence North 06°52'34" West 292.93 feet; thence North 05°51'41" West 169.64 feet; thence North 00°52'23" West 152.03 feet; thence North 72°06'34" East 146.02 feet; thence North 74°39'41" East 462.88 feet; thence North 85°19'48" East 66.67 feet; thence North 11°27'56" East 102.96 feet; thence North 03°39'36" West 197.73 feet; thence North 02°17'57" East 318.01 feet; thence North 01°15'08" East 494.52 feet; thence South 84°44'15" West 1242.18 feet; thence curving to the right on an arc having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 88°53'53" West 435.31 feet; thence North 86°56'29" West 389.84 feet; thence curving to the left on an arc having a radius of 1500.00 feet, said arc being subtended by a chord bearing south 87°03'12" West 313.85 feet, thence South 81°02'54" West 2579.08 feet to the point of beginning.

EXCEPTING THEREFROM as a mineral interest, and not as a royalty interest, all of the minerals of every kind in, under, or that may be produced from the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; and excepting as a mineral interest, and not as a royalty interest, all oil, gas, hydrocarbons, and associated substances in, under, or produced or saved from the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; and excepting all water and rights, including, but not limited to, all rights of access, to water lying below the surface of the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; provided, however, that Grantor, and its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of the Real Property, or within one hundred (100) feet below, as measured vertically from, the surface of the Real Property.

PARCEL 2:

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Beginning at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Beginning, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, South 89°56'25" West, a distance of 367.46 feet along said common line;

Thence, North 89°55'25" West, a distance of 402.97 feet along said common line;

Thence, North 00°00'55" West, a distance of 722.15 feet along said common line;

Thence, North 00°03'11" East, a distance of 608.94 feet along said common line;

Thence, North 88°01'22" West, a distance of 39.63 feet along said common line;

Thence, North 00°19'49" East, a distance of 225.19 feet along said common line;

Thence, North 71°43'32" West, a distance of 459.31 feet along said common line;

Thence, North 18°01'48" East, a distance of 299.22 feet along said common line;

Thence, North 18°12'33" East, a distance of 581.68 feet along said common line;

Thence, North 18°21'10" East, a distance of 260.18 feet along said common line;

Thence, North 86°58'23" East, a distance of 30.58 feet along said common line;

Thence, North 86°04'54" East, a distance of 79.74 feet along said common line;

Thence, North 86°52'08" East, a distance of 104.15 feet along said common line;

Thence, South 71°53'21" East, a distance of 494.50 feet along said common line;

Thence, North $00^{\circ}22'20''$ East, a distance of 1401.37 feet along said common line;

Thence, South $51^{\circ}45'32''$ East, a distance of 723.29 feet;

Thence, North $27^{\circ}42'33''$ East, a distance of 850.47 feet;

Thence, North $38^{\circ}10'20''$ East, a distance of 125.00 feet;

Thence, South $51^{\circ}49'40''$ East, a distance of 453.85 feet;

Thence, on the arc of a curve to the right a distance of 498.28 feet, said curve has a central angle of $25^{\circ}22'37''$ and a radius of 1125.00 feet;

Thence, on the arc of a curve to the left a distance of 784.77 feet, said curve has a central angle of $46^{\circ}07'00''$ and a radius of 975.00 feet;

Thence, South $72^{\circ}34'03''$ East, a distance of 651.82 feet;

Thence, South $17^{\circ}25'57''$ West, a distance of 25.00 feet;

Thence, South $72^{\circ}34'03''$ East, a distance of 856.47 feet;

Thence, South $17^{\circ}25'57''$ West, a distance of 1542.41 feet to the arc of a non-tangent curve having a radial bearing of South $42^{\circ}47'17''$ West;

Thence, on the arc of said non-tangent curve to the right a distance of 665.31 feet, said curve has a central angle of $19^{\circ}03'35''$ and a radius of 2000.00 feet;

Thence, South $28^{\circ}09'08''$ East, a distance of 236.87 feet;

Thence, North $79^{\circ}02'16''$ West, a distance of 274.71 feet;

Thence, on the arc of a curve to the left a distance of 1060.28 feet, said curve has a central angle of $108^{\circ}28'52''$ and a radius of 560.00 feet;

Thence, on the arc of a curve to the right a distance of 555.35 feet, said curve has a central angle of $58^{\circ}55'26''$ and a radius of 540.00 feet;

Thence, on the arc of a curve to the left a distance of 550.67 feet, said curve has a central angle of $50^{\circ}28'53''$ and a radius of 625.00 feet;

Thence, South $89^{\circ}31'57''$ West, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South $89^{\circ}24'23''$ West;

Thence, on the arc of said non-tangent curve to the right a distance of 135.81 feet, said curve has a central angle of $47^{\circ}26'53''$ and a radius of 164.00 feet;

Thence, on the arc of a curve to right a distance of 269.45 feet, said curve has a central angle of $27^{\circ}49'00''$ and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 567.31 feet, said curve has a central angle of $08^{\circ}53'18''$ and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 614.63 feet, said curve has a central angle of $66^{\circ}04'15''$ and a radius of 533.00 feet;

Thence, South $00^{\circ}17'18''$ East, a distance of 423.57 feet to the south line of said Parcel 15;

Thence, North $89^{\circ}37'40''$ West, a distance of 418.60 feet along said south line to the Point of Beginning.

Containing 401.202 Acres gross, more or less.

Excepting therefrom the following described parcels of land:

Exception A

All that property described as "Beta Area Well Site 'B'-806" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North $00^{\circ}22'20''$ East, a distance of 1075.90 feet along the common line between said properties;

Thence, South $89^{\circ}37'45''$ East, a distance of 120.05 feet to the Point of Beginning;

Thence, from the Point of Beginning, North $00^{\circ}02'10''$ West, a distance of 79.89 feet;

Thence, South $89^{\circ}58'18''$ East, a distance of 78.00 feet;

Thence, South 00°00'36" West, a distance of 79.95 feet;

Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

Containing 0.143 Acres, more or less.

Exception B

All that property described as "Tank Site No. 804" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet;

Thence, South 71°48'29" East, a distance of 146.44 feet;

Thence, South 18°10'43" West, a distance of 276.46 feet;

Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Containing 0.930 Acres, more or less.

Exception C

All that property described as "Beta Area Well Site 'A'-805" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between

Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North $00^{\circ}22'20''$ East, a distance of 2290.81 feet along the common line between said properties;

Thence, North $26^{\circ}40'21''$ East, a distance of 268.14 feet to the Point of Beginning;

Thence, from the Point of Beginning, North $00^{\circ}02'08''$ East, a distance of 79.98 feet;

Thence, North $89^{\circ}57'06''$ East, a distance of 70.00 feet;

Thence, South $00^{\circ}00'09''$ East, a distance of 80.01 feet;

Thence, South $89^{\circ}58'15''$ West, a distance of 70.05 feet to the Point of Beginning.

Containing 0.129 Acres, more or less.

End of Legal Description

EXHIBIT A-2
Diagram of the Elliott Homes Property

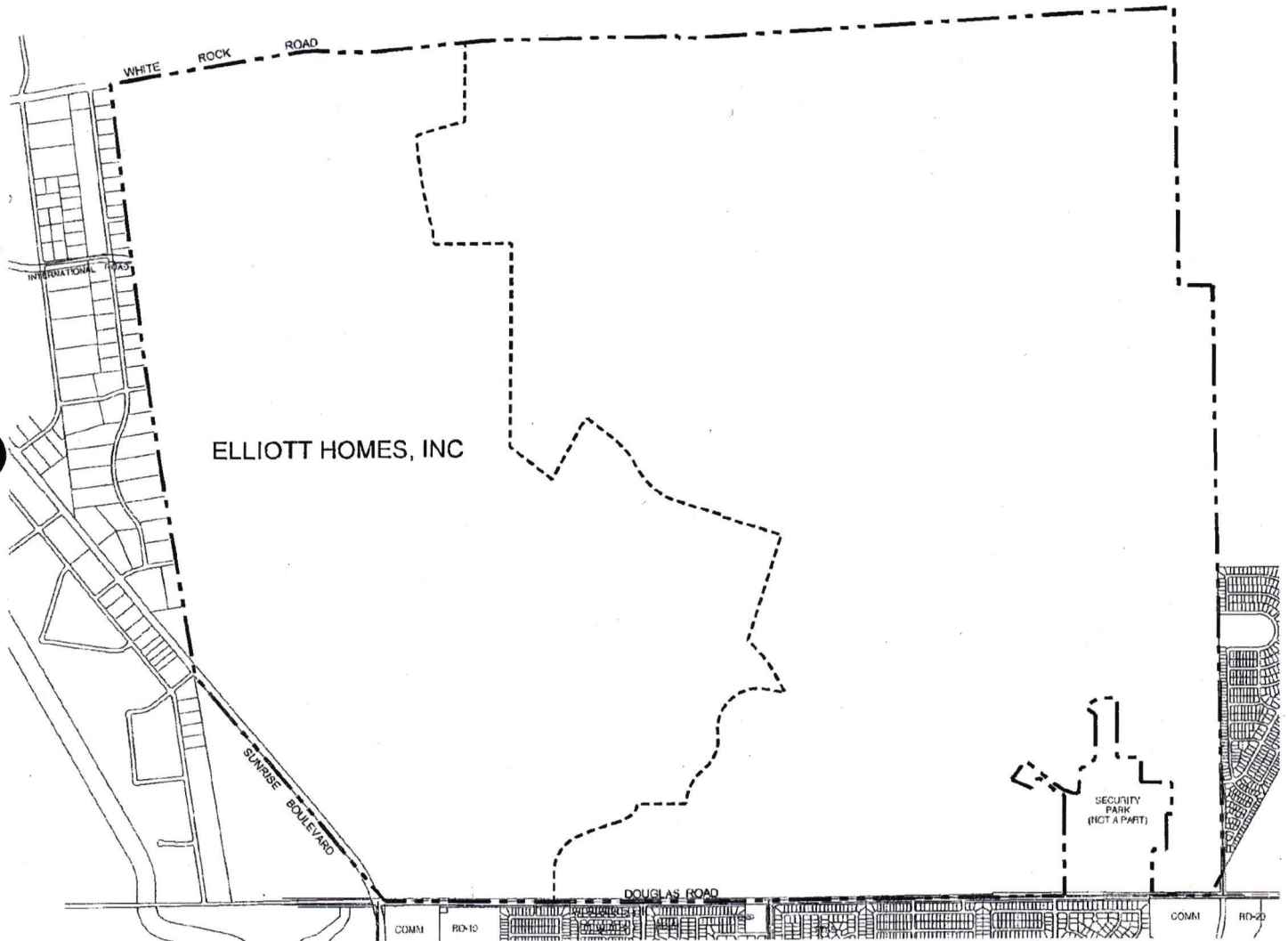


EXHIBIT B

RIO DEL ORD SPECIFIC PLAN AREA

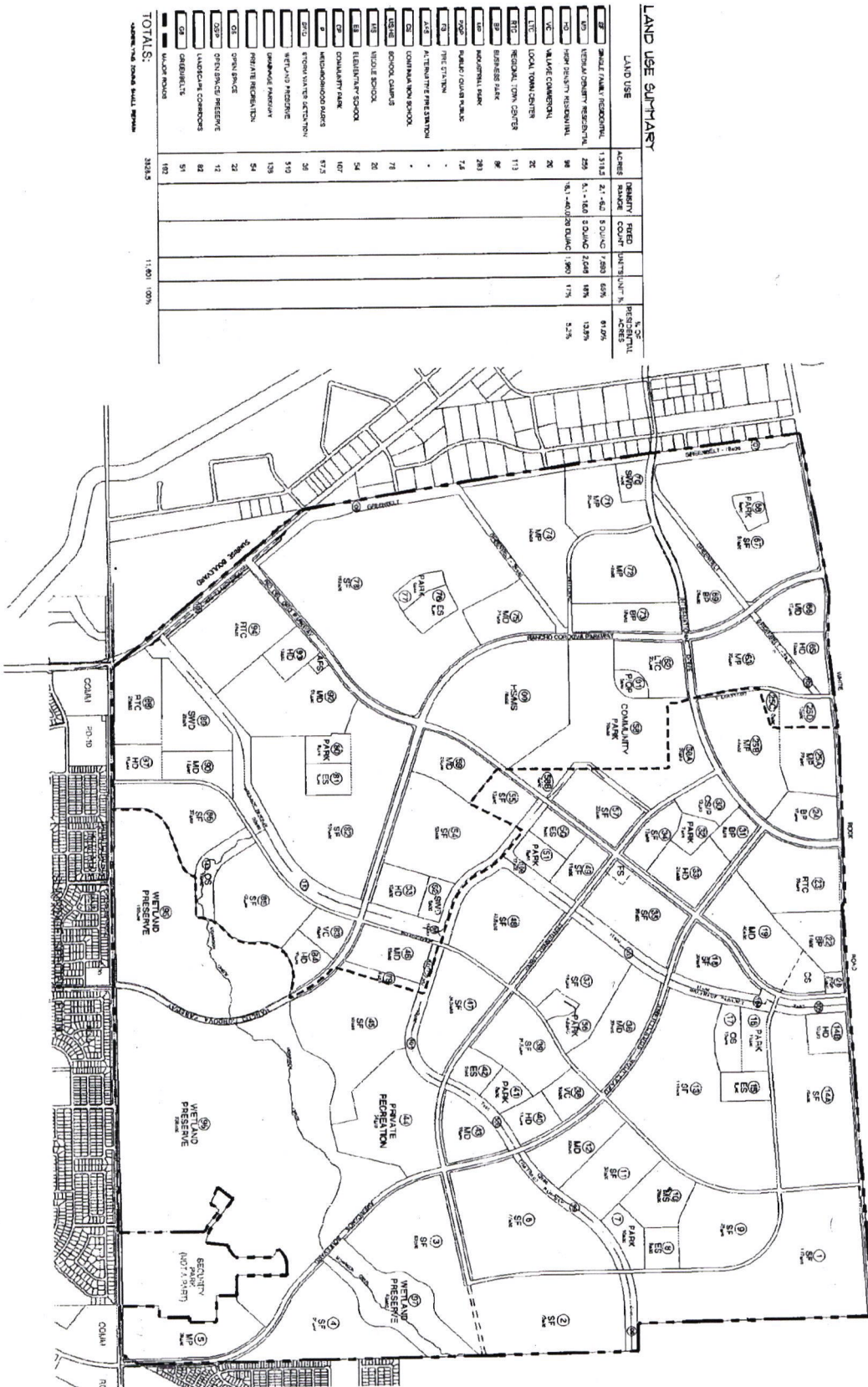


EXHIBIT C-1
Legal Description of the Aerojet Property

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 and Parcel 23 as shown in Book 55 of Parcel Maps at Page 30 as shown in book 20080325, at Page 1226, all in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, South $89^{\circ}37'40''$ East, a distance of 418.60 feet to the Point of Beginning;

Thence from the Point of Beginning, North $00^{\circ}17'18''$ West, a distance of 423.57 feet;

Thence, on the arc of a curve to the right a distance of 614.63 feet, said curve has a central angle of $66^{\circ}04'15''$ and a radius of 533.00 feet;

Thence, on the arc of a curve to the right a distance of 567.31 feet, said curve has a central angle of $08^{\circ}53'18''$ and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 269.45 feet, said curve has a central angle of $27^{\circ}49'00''$ and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 135.81 feet, said curve has a central angle of $47^{\circ}26'53''$ and a radius of 164.00 feet;

Thence, North $89^{\circ}31'57''$ East, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South $89^{\circ}04'35''$ East;

Thence, on the arc of said non-tangent curve to the right a distance of 550.67 feet, said curve has a central angle of $50^{\circ}28'53''$ and a radius of 625.00 feet;

Thence, on the arc of a curve to the left a distance of 555.35 feet, said curve has a central angle of $58^{\circ}55'26''$ and a radius of 540.00 feet;

Thence, on the arc of a curve to the right a distance of 1060.28 feet; said curve has a central angle of $108^{\circ}28'52''$ and a radius of 560.00 feet;

Thence, South $79^{\circ}02'16''$ East, a distance of 274.71 feet;

Thence, North $28^{\circ}09'08''$ West, a distance of 236.87 feet;

Thence, on the arc of a curve to the left a distance of 665.31 feet, said curve has a central angle of $19^{\circ}03'35''$ and a radius of 2000.00 feet;

Thence, North $17^{\circ}25'57''$ East, a distance of 1542.41 feet;

Thence, North $72^{\circ}34'03''$ West, a distance of 856.47 feet;

Thence, North $17^{\circ}25'57''$ East, a distance of 25.00 feet;

Thence, North $72^{\circ}34'03''$ West, a distance of 651.82 feet;

Thence, on the arc of a curve to the right a distance of 784.77 feet, said curve has a central angle of $46^{\circ}07'00''$ and a radius of 975.00 feet;

Thence, on the arc of a curve to the left a distance of 498.28 feet, said curve has a central angle of $25^{\circ}22'37''$ and a radius of 1125.00 feet;

Thence, North $51^{\circ}49'40''$ West, a distance of 453.85 feet;

Thence, South $38^{\circ}10'20''$ West, a distance of 125.00 feet;

Thence, South $27^{\circ}42'33''$ West, a distance of 850.47 feet;

Thence, North $51^{\circ}45'32''$ West, a distance of 723.29 feet to the common line between Lot A and Lot B of said Lot Line Adjustment;

Thence, North $00^{\circ}22'20''$ East, a distance of 2829.16 feet along said common line;

Thence, South $89^{\circ}29'00''$ West, a distance of 1078.83 feet along said common line;

Thence, North $04^{\circ}34'36''$ West, a distance of 192.34 feet along said common line;

Thence, North $16^{\circ}09'51''$ West, a distance of 253.09 feet along said common line;

Thence, North $11^{\circ}19'50''$ West, a distance of 479.39 feet along said common line;

Thence, North $07^{\circ}23'34''$ West, a distance of 292.93 feet along said common line;

Thence, North $06^{\circ}22'41''$ West, a distance of 169.64 feet along said common line;

Thence, North $01^{\circ}23'23''$ West, a distance of 152.03 feet along said common line;

Thence, North $71^{\circ}35'34''$ East, a distance of 146.02 feet along said common line;

Thence, North $74^{\circ}08'41''$ East, a distance of 462.88 feet along said common line;

Thence, North $84^{\circ}48'48''$ East, a distance of 66.67 feet along said common line;

Thence, North $10^{\circ}56'56''$ East, a distance of 102.96 feet along said common line;

Thence, North $04^{\circ}10'36''$ West, a distance of 197.73 feet along said common line;

Thence, North $01^{\circ}46'57''$ East, a distance of 318.01 feet along said common line;

Thence, North $00^{\circ}44'08''$ East, a distance of 496.43 feet along said common line to the north line of said Parcel 15;

Thence, North $84^{\circ}12'46''$ East, a distance of 56.52 feet along said north line to the arc of a non-tangent curve having a radial bearing of South $05^{\circ}46'55''$ East;

Thence, on the arc of said non-tangent curve to the right a distance of 404.13 feet along said north line, said non-tangent curve has a central angle of $04^{\circ}37'52''$ and a radius of 5000.00 feet;

Thence, North $88^{\circ}50'57''$ East, a distance of 2409.24 feet along said north line to the arc of a non-tangent curve having a radial bearing of North $01^{\circ}08'48''$ West;

Thence, on the arc of said non-tangent curve to the left a distance of 62.58 feet along said north line, said non-tangent curve has a central angle of $01^{\circ}11'43''$ and a radius of 3000.00 feet;

Thence, South $00^{\circ}58'24''$ East, a distance of 40.54 feet along said north line;

Thence, North $86^{\circ}31'01''$ East, a distance of 6897.56 feet to the northeast corner of said Parcel 15;

Thence, South $00^{\circ}57'26''$ East, a distance of 3869.39 feet along said east line;

Thence, North $89^{\circ}05'46''$ East, a distance of 466.94 feet along said east line;

Thence, South $00^{\circ}56'26''$ East, a distance of 5357.51 feet along said east line;

Thence, South $89^{\circ}02'10''$ West, a distance of 3214.24 feet along said east line;

Thence, South 00°58'22" East, a distance of 860.88 feet along said east line to the most northerly corner of Parcel 23 as said parcel is shown in Book 55 of Parcel Maps at Page 30 of the Official Records of Sacramento County;

Thence, South 51°47'34" East, a distance of 610.84 feet along the northeast line of said Parcel 23;

Thence, South 38°12'24" West, a distance of 298.46 feet along the southeast line of said Parcel 23;

Thence, South 89°01'38" West, a distance of 284.95 feet along the south line of said Parcel 23 to the east line of said Parcel 15;

Thence, South 00°58'22" East, a distance of 1635.90 feet along said east line to the south east corner of said Parcel 15;

Thence, South 89°23'14" West, a distance of 3090.85 feet along the south line of said Parcel 15;

Thence, South 89°37'42" West, a distance of 1947.08 feet along aid south line;

Thence, North 89°37'40" West, a distance of 1009.49 feet along said south line to the Point of Beginning.

Containing 2150.616 Acres, more or less.

Together with the following described Parcels of land:

Parcels 18 through 20, Area "B", Parcels 24 through 31, Parcels 35 through 37, filed in Book 55 of Parcel Maps, at Page 30 and New Parcel Eighteen filed in Book 20080221, at Page 0781, both Official Records Sacramento County

See Exhibits A-1 plats to accompany legal descriptions attached hereto and made a part hereof.

Excepting therefrom the following described parcels of land:

Exception D

All that property described as "Alpha Area Tank Site No. 803" recorded in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the northwest corner of Parcel 26 as said parcel is shown in Book 55 of Parcel Maps at Page 30 of the Official Records of Sacramento County;

Thence, from the Point of Commencement, North $31^{\circ}28'35''$ West, a distance of 1296.42 feet to the Point of Beginning;

Thence, from the Point of Beginning, North $11^{\circ}48'07''$ West, a distance of 82.96 feet;

Thence, North $78^{\circ}12'53''$ East, a distance of 69.57 feet;

Thence, South $11^{\circ}46'01''$ East, a distance of 82.97 feet;

Thence, South $78^{\circ}13'32''$ West, a distance of 69.52 feet to the Point of Beginning.

Containing 0.132 Acres, more or less.

Exception E

All that property described in a Grant Deed recorded in Book 801215 at Page 499 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the west end of a line described as (N. $89^{\circ}36'00''$ E. 467.64) which is on the east line of said Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 of the Official Records of Sacramento County, thence, North $62^{\circ}26'47''$ West a distance of 2547.29 feet;

Thence, North $89^{\circ}53'58''$ West, a distance of 200.00 feet;

Thence, North $00^{\circ}05'32''$ East, a distance of 200.00 feet;

Thence, South 89°54'15" East, a distance of 199.92 feet;

Thence, South 00°04'05" West, a distance of 200.02 feet to the Point of Beginning.

Containing 0.918 Acres, more or less.

See Exhibits A-1 plats to accompany legal descriptions attached hereto and made a part hereof.

End of Description

Description prepared by:

MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661



David W Kopp, PLS 4533
License Expiration Date: 12-31-10

Date: 8/17/2010

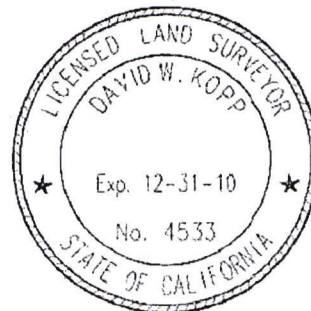


EXHIBIT C-2
Diagram of the Aerojet Property

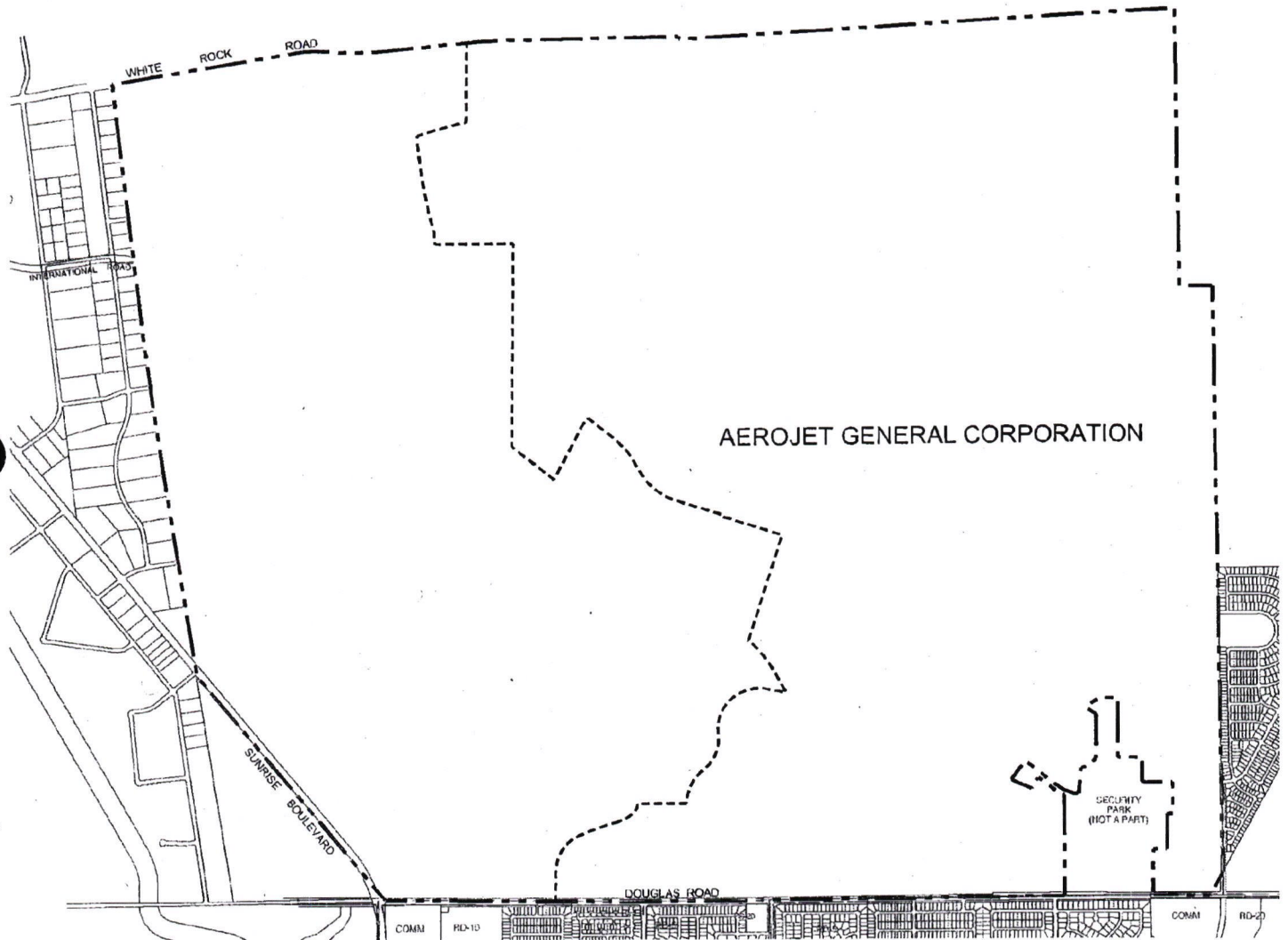


EXHIBIT D

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO _____

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 2010, by and between Elliott Homes, Inc, an Arizona corporation (hereinafter "Elliott"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On September 21, 2010, the City of Rancho Cordova and Elliott entered into that certain agreement entitled "Tier 1 Development Agreement By and Between the City of Rancho Cordova and Relative to the Development Known as Rio Del Oro (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Elliott 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 _____, 2010, as Instrument No. 2010-_____.

Elliott 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").

Elliott desires to assign and Assignee desires to assume all of Elliott'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, Elliott and Assignee hereby agree as follows:

Elliott hereby assigns, effective as of Elliott's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Elliott under the Development Agreement with respect to the Assigned Parcel. Elliott 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 Elliott.

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Elliott under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Elliott 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 Elliott as the "Elliott" under the Development Agreement with respect to the Assigned Parcel and Elliott shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

Assignee understands and acknowledges that pursuant to Section 7 of the Development Agreement, Assignee shall have no right to conduct Development Activity on the Assigned Parcel beyond that which is expressly provided for in Section 7 of the Development Agreement, and that City shall have the discretion to deny approval for any Tier 2 Entitlements for the Assigned Parcel until Elliott, Assignee and any other owners of record in the Specific Plan area have agreed to substantially comply with the terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Tentative Map Conditions of Approval by either (1) amending the respective Tier 1 Development Agreement or (2) entering into a Tier 2 Development Agreement. Substantial compliance shall mean that Elliott and Assignees achieve the same timing, level of service, infrastructure and functional outcomes described in the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Tentative Map Conditions of Approval.

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.

The Notice Address described in Section 20 of the Development Agreement for the Elliott with respect to the Assigned Parcel shall be:

Attn: _____

[Signatures follow on next page]

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.

ELLIOTT:

ASSIGNEE:

ELLIOTT HOMES INC.,
an Arizona Corporation

a _____

By:

By:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

1474520.5

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk

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

TIER 1 DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND
AEROJET CORPORATION
RELATIVE TO THE RIO DEL ORO PROJECT

**DEVELOPMENT AGREEMENT
RELATIVE TO RIO DEL ORO PROJECT**

This Development Agreement is entered into as of this 21st day of September 2010, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and Aerojet-General Corporation, an Ohio corporation ("Aerojet"), pursuant to the authority of Government Code section 65864 et.seq. relating to Development Agreements. City and Aerojet are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code Section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code Chapter 23.158, which authorize 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. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement.

C. Aerojet Property. Aerojet holds a legal or equitable interest in that certain 2,312-acre portion of the Rio Del Oro Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2, and attached hereto. Aerojet represents that all persons holding legal or equitable interests in the property shall be bound by this Aerojet Tier 1 Development Agreement.

D. Concurrent Approval of Elliott Tier 1 Development Agreement. Concurrent with the approval of this Aerojet Tier 1 Development Agreement, a second Tier 1 development agreement with near identical terms is being processed and approved by and between the City of Rancho Cordova and Elliott Homes for the remaining 1,516-acre portion of the Rio Del Oro Specific Plan Area.

E. Joint Planning of Rio Del Oro. Aerojet, Elliott Homes the City, and other public agencies have jointly planned for the development of the entire 3,832-acre Rio Del Oro Specific Plan Area described in Exhibit B attached hereto. The Rio Del Oro Specific Plan, this Aerojet Tier 1 Development Agreement, the other Tier 1 Entitlements, and the Elliott Tier 1 Development Agreement are the result of this joint effort.

F. Public Hearing. On August 5, 2010, the Planning Commission of City of Rancho Cordova, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867 and Rancho Cordova Municipal Code Chapter 23.158, considered this Aerojet Tier 1 Development Agreement and recommended approval of this Agreement to the City Council.

G. Relationship of Tier 1 Entitlements to Tier 2 Entitlements and Subsequent Entitlements. This Aerojet Tier 1 Development Agreement establishes certain initial, mutual obligations relating to the development of the Property under the Tier 1 Entitlements. This

Aerojet Tier 1 Development Agreement also describes the requirements and standards for processing Tier 2 Entitlements and Subsequent Entitlements.

H. Environmental Review. In compliance with the National Environmental Policy Act and the California Environmental Quality Act, on September 7, 2010, by Resolution No. 92-2010, the City approved the Rio Del Oro Specific Plan Project EIS/EIR ("EIS/EIR"). Aerojet agrees that the City may in its discretion determine that additional environmental review under CEQA, beyond that contained in the EIS/EIR, is required for future Tier 2 Entitlements and Subsequent Entitlements to implement the Project. Government Code section 65457 provides that any residential development project that is consistent with a specific plan for which an environmental impact report has been certified is generally exempt from further CEQA review; notwithstanding section 65457 or any successor or related state statute establishing exemptions from or restrictions on further CEQA environmental review, Aerojet agrees that City may, in its sole discretion, require further CEQA review for any Tier 2 Entitlement or Subsequent Entitlement.

I. Development Agreement Ordinance. City and Aerojet have taken all actions mandated by, and fulfilled all requirements set forth in Rancho Cordova Municipal Code Chapter 23.158, the Development Agreement Ordinance of the City of Rancho Cordova.

J. Consistency with General and Specific Plan. Having duly examined and considered this Aerojet Tier 1 Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. 16-2010, the City found that this Aerojet Tier 1 Development Agreement satisfies the Government Code §65867.5 and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

K. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Aerojet Tier 1 Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statutes, and which provide for the mutually desirable development of the Aerojet Property.

AGREEMENT

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

2. Relationship of City and Aerojet. It is understood that this Aerojet Tier 1 Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Aerojet and that neither Party is an agent of the other Party. City and Aerojet 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 City and Aerojet joint venturers or partners.

3. Definitions.

"Aerojet Property" means that certain 2,312-acre portion of the Rio Del Oro Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2, and attached hereto, which is subject to this Aerojet Tier 1 Development Agreement.

"Aerojet Project" means the planned development of the Aerojet Property pursuant to the Tier 1 Entitlements.

"Aerojet Tier 2 Development Agreement" means that development agreement which may be approved for the entire Aerojet Property pursuant to the process and terms set forth in this Aerojet Tier 1 Development Agreement, in particular section 6.2 hereto.

"Affordable Housing Plan" means a plan prepared by Aerojet or Elliott Homes in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5 of thereof, for review and approval by the City, that identifies the plans of the Rio del Oro Project for providing affordable housing.

"City Council" means the City Council of the City of Rancho Cordova.

"Development Activity" means any development, construction and land use pursuant to or in furtherance of the Rio Del Oro Specific Plan, including without limitation ground disturbance, grading, land alteration, and construction of any improvements, including, but not limited to, structures, roadways, infrastructure, dwelling units, and non-residential buildings. Development Activity expressly does not include: (a) any development, construction or land use authorized by laws regulations, plans, policies or permits, of the City applicable to the Property that were in effect prior to the effective date of the Rio del Oro Specific Plan and the other Tier 1 Entitlements, including without limitation, Rio del Oro Mining Permit pertaining to Assessor's Parcel No. 072-0370-070-000 (now Assessor's Parcel Nos. 072-0370-102-000, 072-0370-103-000, 072-0370-104-000, and 072-0370-105-000) and associated reclamation activities issued to Granite Construction Company (b) activities necessary to fill "waters of the United States," as defined by then applicable federal law and pursuant to a valid and unexpired Section 404 permit for the Property; and (c) any work of any nature that Aerojet or the Boeing Company may be required or authorized to conduct by local, state or federal regulatory agencies, in connection with the McDonnell Douglas Inactive Rancho Cordova Test Site (IRCTS), including, by way of example and not by way of limitation, orders, consent decrees, waste discharge requirements, monitoring/reporting program orders and any amendments thereto that have been issued or may in the future be issued by the California Department of Toxic Substance Control (DTSC), United States EPA, United States Fish and Wildlife Service, United States Army Corps of Engineers, and/or the Central Valley Regional Water Quality Control Board, pertaining to, arising out of or related to soil and groundwater remediation, endangered species mitigation, wetlands mitigation, or any other similar activity required or authorized by said local, state or federal regulatory agencies.

"Elliott Homes" means Elliott Homes, Inc., an Arizona corporation.

"Elliott Homes Property" means that certain 1,516-acre portion of the Rio Del Oro Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit C-1 and Exhibit C-2, and attached hereto, which is subject to the Elliott Tier 1 Development Agreement.

"Elliott Tier 1 Development Agreement" means the Tier 1 Development Agreement, with near identical terms to this Aerojet Tier 1 Development Agreement, which is being concurrently processed and approved by and between the City of Rancho Cordova and Elliott Homes for the Elliott Homes Property.

"Elliott Homes Tier 2 Development Agreement" means that development agreement which may be approved for the entire Elliott Homes Property pursuant to the process and terms set forth in the Elliott Tier 1 Development Agreement.

"Financing Plan" means that plan, as further described in the Specific Plan, applicable to the entire Rio Del Oro Specific Plan Area, which will be adopted by the City Council prior to or concurrent with approval of the first Tier 2 Development Agreement approved for any development within the Specific Plan Area and prior to any Development Activity within the Specific Plan Area, and which shall define: (a) the specific mechanisms that will be required to fund the capital costs of all infrastructure necessary as a result of build-out of the Specific Plan; (b) the funding mechanisms necessary to maintain new infrastructure and public services needed by the future residents and businesses in the Specific Plan Area; and (c) the funding and financing of the activities and actions described in the Affordable Housing Plan.

"Phasing Master Plan" means that plan, as further described in the Specific Plan, applicable to the entire Rio Del Oro Specific Plan Area, which will be adopted by the City Council prior to or concurrent with approval of the first Tier 2 Development Agreement approved for any development within the Specific Plan Area and prior to any Development Activity within the Specific Plan Area, and which shall define in detail the on-site and off-site facility requirements to develop each phase of the Specific Plan Area, including location of facilities, cost estimates, and construction timing requirements.

"Master Large Lot Map Conditions of Approval" means the set of conditions and requirements that will be placed on large lots maps for the Aerojet Property and other property within the Rio Del Oro Specific Plan Area, and that, together with the Financing Plan, the Phasing Master Plan, and the Affordable Housing Plan will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to and cover the entire Specific Plan Area.

"Minor Revision" shall have that meaning set forth on page 8-4 of the Rio Del Oro Specific Plan approved by the City on September 20, 2010, by Ordinance No. 14-2010.

"Rio del Oro Project" means the planned development of the entire 3,832-acre Rio Del Oro Specific Plan Area described in Exhibit B attached hereto, pursuant to the Rio Del Oro Specific Plan, this Aerojet Tier 1 Development Agreement, the other Tier 1 Entitlements, and the Elliott Tier 1 Development Agreement.

"Specific Plan" means the "Rio Del Oro Specific Plan," including Appendix A thereto "Rio Del Oro Development Standards and Design Guidelines", and Appendix B thereto "On-Site Infrastructure Phasing Plan", approved by the City on September 20, 2010, by Ordinance No. 14-2010.

"Specific Plan Area" and "Rio Del Oro Specific Plan Area" mean the entire 3,832-acre which is the subject of the "Rio Del Oro Specific Plan."

"Subsequent Entitlements" mean those additional permits, plans and approvals, that may be approved following approval of the Tier 2 Entitlements, and which will allow for implementation of the Tier 2 Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

"Substantially comply with" or "substantial compliance with" the "terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Tentative Map Conditions of Approval" shall mean that developers in the Specific Plan Area (including any Partial Assignees) achieve substantially the same timing, level of service, infrastructure and functional outcomes described in the Financing Plan, Phasing Master Plan, Affordable Housing Plan, and the Master Large Lot Map Conditions of Approval.

"Tier 1 Entitlements" mean (a) the City of Rancho Cordova General Plan in effect on the Effective Date of this Aerojet Tier 1 Development Agreement; (b) the Rio Del Oro Specific Plan Project EIS/EIR, approved by the City on September 7, 2010 by Resolution No. 92-2010 (the Mitigation Measures in the EIR/EIS are incorporated into the Aerojet Project and into the terms and conditions of this Agreement, unless the mitigation measures pertain solely to the Elliott Homes Property); (c) the "Rio Del Oro Specific Plan," including Appendix A thereto "Rio Del Oro Development Standards and Design Guidelines", and Appendix B thereto "On-Site Infrastructure Phasing Plan", approved by the City on September 20, 2010, by Ordinance No. 14-2010; (d) the Amendment to the Aerojet Special Planning Area (SPA), approved by the City on September 20, 2010 by Ordinance No. 16-2010; and (e) this Aerojet Tier 1 Development Agreement, approved by the City on September 20, 2010 by Ordinance No. 16-2010 (the "Adopting Ordinance").

"Tier 2 Entitlements" mean (a) the Financing Plan, (b) the Phasing Master Plan, (c) the Master Large Lot Tentative Map Conditions of Approval, (d) additional Mitigation Measures, beyond or different from those in the EIS/EIR, as provided in the additional environmental documentation required for the Tier 2 Entitlements, unless the mitigation measures pertain solely to the Elliott Homes Property, (e) the Affordable Housing Plan, and (f) and the amendments to Tier 1 Development Agreements or Tier 2 Development Agreements necessary to bind every landowner and all the property within the entire Specific Plan Area (which includes Aerojet, Elliott Homes and their respective successors in interest) to substantially comply with the terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Tentative Map Conditions of Approval.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Aerojet Tier 1 Development Agreement ("Effective Date") is October 20, 2010, which is the effective date of City Ordinance No. 16-2010, adopting this Aerojet Tier 1 Development Agreement.

4.2 Term. The term of this Aerojet Tier 1 Development 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 the terms of this Aerojet Tier 1 Development Agreement. Following the expiration of the term, this Aerojet Tier 1 Development Agreement shall be deemed terminated and of no further force and effect. If this Aerojet Tier 1 Development Agreement expires, Aerojet shall have no vested right under the Tier 1 Entitlements and the City shall have the right to modify or repeal the remaining Tier 1 Entitlements and apply new laws and regulations to the development of the Property, subject to then applicable notice and hearing requirements. However, while the Parties have no present agreement to extend the term of this Agreement, the Parties anticipate that negotiations will occur on the Aerojet Tier 2 Development Agreement prior to the expiration of this Aerojet Tier 1 Development Agreement. The Parties anticipate that the Aerojet Tier 2 Development Agreement will (i) replace this Aerojet Tier 1 Development Agreement or modify it and extend its term, and (ii) establish further

vested rights for the Property. If a Tier 2 Development Agreement has not been approved for the Aerojet Property six (6) months prior to the expiration of the term of this Aerojet Tier 1 Development Agreement, the City and Aerojet shall meet to discuss the possibility of amending this Aerojet Tier 1 Development Agreement to extend its term.

4.3 Tolling and Extension During Legal Challenge or Moratoria. In the event that this Aerojet Tier 1 Development Agreement or any of the Tier 1 Entitlements or the EIR or any subsequent approvals or permits required to implement the Tier 1 Entitlements (such as any required wetlands fill permit or environmental document required under the National Environmental Protection Act ("NEPA") related thereto) are subjected to legal challenge by a third party, and Aerojet is unable to proceed with the Project due to such litigation or Aerojet gives written notice to City that it is electing not to proceed with the Project until such litigation is resolved to Aerojet's satisfaction, the term of this Aerojet Tier 1 Development Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Aerojet, be extended and tolled for a maximum period of three (3) years during such litigation until the entry of final order of judgment upholding this Aerojet Tier 1 Development Agreement and/or Tier 1 Entitlements, or the litigation is dismissed by stipulation of the parties; provided, however, that, notwithstanding the foregoing, Aerojet shall have the right to elect, in Aerojet's sole discretion, to proceed with the Aerojet Project at any point by providing the City with written notice that it is electing to proceed with Aerojet Project, in which event the tolling of the term of this Aerojet Tier 1 Development Agreement shall cease as of the date of such notice.

5. Vested Rights. Aerojet shall have the vested right to proceed with development of the Aerojet Property in accordance with the Tier 1 Entitlements, and to have the Tier 2 Entitlements and Subsequent Entitlements considered for approval or denial, based upon the standards and requirements set forth in the Tier 1 Entitlements, including without limitation the Rio Del Oro Specific Plan.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land. 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, shall be those set forth in the Tier 1 Entitlements, including without limitation the Rio Del Oro Specific Plan. City acknowledges that the Rio Del Oro Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page 3-7 of the Specific Plan.

5.2 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Aerojet and City intend that, except as otherwise provided in or limited by Section 5.3 or other provisions of this Agreement, this Aerojet Tier 1 Development Agreement shall vest the Tier 1 Development Entitlements 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 Tier 1 Development Entitlements; provided however, Aerojet 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 an imminent public health or safety issue, in which case City shall treat Aerojet in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude and Do Not Authorize Development Activity.

Neither the vested rights conferred by this Section 5 (including 5.1 and 5.2) nor any other provision of this Aerojet Tier 1 Development Agreement nor of the Tier 1 Entitlements grant Aerojet a vested right to engage in Development Activity on the Aerojet Property. Development Activity shall occur on the Aerojet Property only following approval of Tier 2 Entitlements as further provided in Section 7 hereto. This Aerojet Tier 1 Development Agreement does not guarantee approval of the Tier 2 Entitlements or Subsequent Entitlements.

6. Processing of Tier 2 Entitlements and Subsequent Entitlements.

6.1. Intent of Tiered Entitlement Approval Process. The primary intent of the tiered entitlement approval process set forth in this Aerojet Tier 1 Development Agreement, and in particular in this Section 6, is to ensure, to the City's satisfaction, that the provisions of the Specific Plan, the Financing Plan and the Phasing Master Plan are uniformly applied in the entire Specific Plan Area in both the Aerojet Property and the Elliott Property.

6.2 Timing of Application for Tier 2 Development Agreement for Aerojet Property. Prior to any Development Activity on the Property, Aerojet shall apply to City to request approval of the Aerojet Tier 2 Development Agreement, which shall cover the entire Aerojet Property. Aerojet shall have the right to apply for the Aerojet Tier 2 Development Agreement at any time during the term of this Aerojet Tier 1 Development Agreement. The Aerojet Tier 2 Development Agreement and the Elliott Homes Tier 2 Development Agreement shall not be required to be simultaneously processed by the City.

6.3 Processing of Tier 2 Development Agreement for Aerojet Property, Requirement of Rio Del Oro Phasing Master Plan and Rio Del Oro Master Large Lot Map.

If Aerojet requests approval of the Aerojet Tier 2 Development Agreement before Elliott Homes requests approval of the Elliott Homes Tier 2 Development Agreement, Aerojet shall be responsible for working with the City to prepare the Financing Plan, the Phasing Master Plan, and a single set of Master Large Lot Map Conditions of Approval, that together will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to and cover the entire Specific Plan Area. The Aerojet Tier 2 Development Agreement shall be approved at the same time as, but not before, the City approves the Financing Plan, Phasing Master Plan and Affordable Housing Plan for the entire Specific Plan Area, and a large lot tentative map for the Aerojet Property which map includes the Master Conditions of Approval to implement the Specific Plan, the Financing Plan, Phasing Master Plan and Affordable Housing Plan.

If Elliott Homes requests approval of the Elliott Homes Tier 2 Development Agreement before Aerojet requests approval of the Aerojet Tier 2 Development Agreement, Elliott Homes shall be responsible for working with the City to prepare a single Financing Plan, a single Phasing Master Plan, a single Affordable Housing Plan, and a single set of Master Large Lot Map Conditions of Approval, that together will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to and cover the entire Specific Plan Area. Thereafter, when Aerojet requests approval of the Aerojet Tier 2 Development Agreement, City shall have the discretion to deny approval of the Aerojet Tier 2 Development Agreement and any other Tier 2 entitlements for any portion of the Aerojet Property unless Aerojet agrees to substantially comply with the terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan, and the Master Large Lot Tentative Map Conditions of Approval as previously adopted with the Elliott Homes Tier 2

Development Agreement by either (a) amending this Aerojet Tier 1 Development Agreement or (b) agreeing to such terms and entering into the Aerojet Tier 2 Development Agreement.

As provided in Section 5 of this Aerojet Tier 1 Development Agreement, the City shall consider approval or denial, of the Aerojet Tier 2 Development Agreement, the other Tier 2 Entitlements and the Subsequent Approvals based upon the standards and requirements in the Tier 1 Entitlements.

7. No Development Activity Until Tier 2 Approved. Notwithstanding the vested rights granted by this Aerojet Tier 1 Development Agreement and consistent with the limitation on Aerojet's rights in Section 5.3 of this Agreement, the City shall have the full, unrestrained and sole discretion to deny any and all Development Activity on any property in the Specific Plan Area unless and until every landowner in the entire Specific Plan Area (which includes Aerojet, Elliott Homes and their respective successors in interest) has agreed to substantially comply with the terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Tentative Map Conditions of Approval as adopted by the City by either (a) amending its Tier 1 Development Agreement or (b) agreeing to such terms and entering into a Tier 2 Development Agreement.

8. Amendment or Cancellation.

8.1 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 Aerojet Tier 1 Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Tier 1 Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Aerojet Tier 1 Agreement and such Tier 1 Entitlements to comply with such Federal or State law or regulation. Any such amendment or suspension of this Aerojet Tier 1 Agreement or Tier 1 Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

8.2 Amendment by Mutual Consent. This Aerojet Tier 1 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 Municipal Code. Any amendment of the Tier 1 Entitlements that does not constitute a Minor Revision shall require amendment of this Aerojet Tier 1 Agreement.

8.3 Cancellation by Mutual Consent. Except as otherwise permitted herein, this Aerojet Tier 1 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 Municipal Code. Any fees paid pursuant to this Agreement and spent by the City prior to the date of cancellation shall be retained by City.

9. Annual Review.

9.1 Annual Review. The City shall annually monitor and review Aerojet's good faith compliance with the terms of this Aerojet Tier 1 Agreement and the Initial Entitlements.

9.2 Monitoring. The City has the responsibility and discretion to monitor the continuing compliance of Aerojet with the terms of this Aerojet Tier 1 Agreement and the Tier 1 Entitlements by updating decision makers, conducting field inspections, implementing and

interpreting requirements, monitoring any litigation relating to the Property, and taking such other actions as the City may deem appropriate. As a result of the limited scope of the Tier 1 Entitlements, the Parties anticipate that, the focus of the Annual Review will generally, in the discretion of the City, be on whether or not any Development Activity is occurring.

9.3 Annual Review Date. The annual review shall occur each year during the term of this Aerojet Tier 1 Agreement on or about the anniversary date of the Effective Date.

9.4 Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Aerojet written notice that the City intends to undertake such review, including an estimate of the total costs the City expects to incur in connection with the review. Within thirty (30) days of City's notice, Aerojet shall provide evidence to the Planning Director to demonstrate good faith compliance with this Aerojet Tier 1 Development Agreement. The burden of proof, by substantial evidence of compliance, is upon Aerojet. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to conduct review at a later date or otherwise enforce the provisions of this Aerojet Tier 1 Agreement. Aerojet is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

9.5 Staff Reports. City shall deposit in the mail to Aerojet a copy of all staff reports, and related exhibits, concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice by e-mail or other then available means of electronic technology.

9.6 Costs. Costs reasonably and directly incurred by the City in connection with the annual review and monitoring shall be paid by Aerojet in accordance with the City's schedule of fees and billing rates in effect at the time of review. The City may require Aerojet to provide deposits for the City's estimated costs in connection with the City's annual review and monitoring in the year following the current compliance review. The costs that Aerojet may be required to pay shall not be limited to the amount in the Planning Director's estimate.

9.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Aerojet has not complied in good faith with the terms and conditions of the Aerojet Tier 1 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. As part of that final determination, the City Council may impose conditions on the Aerojet Project that it considers necessary and appropriate to protect the interest of the City. Aerojet may, at the same hearing, raise any and all issues of non-compliance by the City with the terms of this Aerojet Tier 1 Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

9.8 Appeal of Determination. The decision of the City Council as to Aerojet'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.

10. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any party to perform any term or provision of this

Aerojet Tier 1 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." Except as provided in Section 10, 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 Section 20, and the Party in Default fails to cure such Event of Default within the applicable cure period.

10.1 Procedure Regarding Defaults.

10.1.1 Notice of Default. If an Event of Default occurs, prior to exercising any remedies except as provided in Section 10, the Complaining Party shall give the Party in Default written notice of such default. Where the City provides notice of an Event of Default by Aerojet, the City shall not be obligated to issue any permit or approve any entitlement for which an application has been filed until the Default is cured pursuant to the procedures in this Section 10.

10.1.2 Cure. 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 thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure is 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 Party in Default receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty (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 ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, the City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Aerojet Tier 1 Agreement following the opportunity to cure as provided in this Section 10.1.2.

10.1.3 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.

10.1.4 Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 10.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Aerojet Tier 1 Agreement or terminate this Aerojet Tier 1 Development 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 the City's regulations governing development agreements, expressly including the remedy of specific performance of this Aerojet Tier 1 Agreement. In no event, except as provided in Sections 14, 17 and 18 of this Agreement shall either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement and both Parties hereby expressly waive any such monetary damages City. Notwithstanding the

foregoing, the City may immediately institute any legal proceedings relating to this Aerojet Tier 1 Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

11. **Estoppel Certificate.** Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party certify in writing that, to the knowledge of the certifying party, (i) this Aerojet Tier 1 Agreement is in full force and effect and a binding obligation of the parties, (ii) this Aerojet Tier 1 Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Aerojet Tier 1 Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Aerojet Tier 1 Development Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

12. **Severability.** Except as set forth herein, if any term, covenant or condition of this Aerojet Tier 1 Development 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 Aerojet Tier 1 Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Aerojet Tier 1 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 Aerojet Tier 1 Agreement from and after such determination.

13. **Applicable Law.** This Aerojet Tier 1 Agreement shall be construed and enforced in accordance with the laws of the State of California.

14. **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 Aerojet Tier 1 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.

15. **Agreement Runs with the Land.** Except as otherwise provided for in this Aerojet Tier 1 Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Aerojet Tier 1 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 Aerojet Tier 1 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: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) 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.

16. **Bankruptcy.** The obligations of this Aerojet Tier 1 Agreement shall not be dischargeable in bankruptcy.

17. **Indemnification From Construction, Improvement, Operation and Maintenance Claims.** Aerojet agrees to indemnify, defend with counsel selected by the City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Aerojet, or any actions or inactions of Aerojet's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided, however, that Aerojet shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section ____ shall survive the termination of this Aerojet Tier 1 Agreement.

18. **Cooperation and Aerojet Indemnification of City in Event of Legal Challenge to Agreement or Initial Entitlements.** In the event of any legal or equitable action or other proceeding instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Aerojet Tier 1 Agreement or the Tier 1 Entitlements or seeking to overturn or invalidate any approval granted pursuant to this Aerojet Tier 1 Agreement, the Parties hereby agree to cooperate in defending said action or proceeding; provided, however, that Aerojet shall be solely responsible for costs incurred for such defense. In any such legal or equitable action or proceeding, Aerojet shall indemnify, defend with counsel selected by the City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability. Neither Aerojet nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. The provisions of this Section 18 shall survive the termination of this Aerojet Tier 1 Agreement.

19. **Third Party Beneficiaries.** This Aerojet Tier 1 Agreement is made and entered into for the sole protection and benefit of Aerojet and, City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

20. **Notices.** All notices required by this Aerojet Tier 1 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 City shall be addressed as follows:

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Notice required to be given to Aerojet shall be addressed as follows:

EASTON Development Company LLC
Chief Operating Officer and Vice President
620 Coolidge Drive, Suite 100
Folsom, CA 95630

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.

21. Assignment and Release. Aerojet shall have the full right to assign this Aerojet Tier 1 Development Agreement in connection with any sale, transfer or conveyance of all or any portion of the Property, subject to the limitations and terms in this Section 21. Upon the express written assignment by Aerojet, and assumption by the assignee of such assignment in the form attached hereto as Exhibit D, Aerojet shall be released from further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Aerojet," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

21.1 Effect of Partial Assignments on Tier 2 Development Agreement and Application for Subsequent Entitlements. In the event of a sale, transfer or conveyance of only a portion of the Property prior to approval of the Tier 2 Development Agreement or the Subsequent Entitlements, the assignee of a partial assignment ("Partial Assignee") shall have no right to conduct Development Activity on the Aerojet Property. The City shall have the discretion to deny approval of any Tier 2 Entitlements for any portion of the Specific Plan area until every Aerojet and Partial Assignee has agreed to substantially comply with the terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Map Conditions of Approval by either (1) amending its Tier 1 Development Agreement or (2) entering into a Tier 2 Development Agreement. Substantial compliance shall mean that Landowners (including any Partial Assignees) achieve substantially the same timing, level of service, infrastructure and functional outcomes described in the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Map Conditions of Approval.

22. Priority of Enactment. In the event of conflict between this Aerojet Tier 1 Development Agreement and the Tier 1 Entitlements, the Parties agree that the following sequence of approvals establishes the relative priority of approvals, each approval superior to the approvals listed thereafter: (1) the Aerojet Tier 1 Development Agreement and (2) the Tier 1 Entitlements.

23. Form of Agreement; Recordation; Exhibits. Except when this Aerojet Tier 1 Agreement is automatically terminated due to the expiration of the Term of this Agreement, City shall cause this Agreement, any amendment hereto and any termination of any parts or provisions hereof, to be recorded with the County Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Aerojet Tier 1 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 14 pages and 6 exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Aerojet Tier 1 Development Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 16-2010, adopted by the Council of the City on the 20th day of September 2010, and Aerojet has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

"AEROJET"

AEROJET-GENERAL CORPORATION
an Ohio corporation

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney
Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Aerojet Property
Exhibit A-2:	Diagram of the Aerojet Property
Exhibit B:	Rio Del Oro Specific Plan area (Rio Del Oro Project)
Exhibit C-1:	Legal Description of the Elliott Homes Property
Exhibit C-2:	Diagram of the Elliott Homes Property
Exhibit D:	Form of Assignment

Thence, on the arc of a curve to the right a distance of 1060.28 feet; said curve has a central angle of $108^{\circ}28'52''$ and a radius of 560.00 feet;

Thence, South $79^{\circ}02'16''$ East, a distance of 274.71 feet;

Thence, North $28^{\circ}09'08''$ West, a distance of 236.87 feet;

Thence, on the arc of a curve to the left a distance of 665.31 feet, said curve has a central angle of $19^{\circ}03'35''$ and a radius of 2000.00 feet;

Thence, North $17^{\circ}25'57''$ East, a distance of 1542.41 feet;

Thence, North $72^{\circ}34'03''$ West, a distance of 856.47 feet;

Thence, North $17^{\circ}25'57''$ East, a distance of 25.00 feet;

Thence, North $72^{\circ}34'03''$ West, a distance of 651.82 feet;

Thence, on the arc of a curve to the right a distance of 784.77 feet, said curve has a central angle of $46^{\circ}07'00''$ and a radius of 975.00 feet;

Thence, on the arc of a curve to the left a distance of 498.28 feet, said curve has a central angle of $25^{\circ}22'37''$ and a radius of 1125.00 feet;

Thence, North $51^{\circ}49'40''$ West, a distance of 453.85 feet;

Thence, South $38^{\circ}10'20''$ West, a distance of 125.00 feet;

Thence, South $27^{\circ}42'33''$ West, a distance of 850.47 feet;

Thence, North $51^{\circ}45'32''$ West, a distance of 723.29 feet to the common line between Lot A and Lot B of said Lot Line Adjustment;

Thence, North $00^{\circ}22'20''$ East, a distance of 2829.16 feet along said common line;

Thence, South $89^{\circ}29'00''$ West, a distance of 1078.83 feet along said common line;

Thence, North $04^{\circ}34'36''$ West, a distance of 192.34 feet along said common line;

Thence, North $16^{\circ}09'51''$ West, a distance of 253.09 feet along said common line;

Thence, North $11^{\circ}19'50''$ West, a distance of 479.39 feet along said common line;

Thence, North $07^{\circ}23'34''$ West, a distance of 292.93 feet along said common line;

Thence, North 06°22'41" West, a distance of 169.64 feet along said common line;

Thence, North 01°23'23" West, a distance of 152.03 feet along said common line;

Thence, North 71°35'34" East, a distance of 146.02 feet along said common line;

Thence, North 74°08'41" East, a distance of 462.88 feet along said common line;

Thence, North 84°48'48" East, a distance of 66.67 feet along said common line;

Thence, North 10°56'56" East, a distance of 102.96 feet along said common line;

Thence, North 04°10'36" West, a distance of 197.73 feet along said common line;

Thence, North 01°46'57" East, a distance of 318.01 feet along said common line;

Thence, North 00°44'08" East, a distance of 496.43 feet along said common line to the north line of said Parcel 15;

Thence, North 84°12'46" East, a distance of 56.52 feet along said north line to the arc of a non-tangent curve having a radial bearing of South 05°46'55" East;

Thence, on the arc of said non-tangent curve to the right a distance of 404.13 feet along said north line, said non-tangent curve has a central angle of 04°37'52" and a radius of 5000.00 feet;

Thence, North 88°50'57" East, a distance of 2409.24 feet along said north line to the arc of a non-tangent curve having a radial bearing of North 01°08'48" West;

Thence, on the arc of said non-tangent curve to the left a distance of 62.58 feet along said north line, said non-tangent curve has a central angle of 01°11'43" and a radius of 3000.00 feet;

Thence, South 00°58'24" East, a distance of 40.54 feet along said north line;

Thence, North 86°31'01" East, a distance of 6897.56 feet to the northeast corner of said Parcel 15;

Thence, South 00°57'26" East, a distance of 3869.39 feet along said east line;

Thence, North 89°05'46" East, a distance of 466.94 feet along said east line;

Thence, South 00°56'26" East, a distance of 5357.51 feet along said east line;

Thence, South 89°02'10" West, a distance of 3214.24 feet along said east line;

Thence, South 00°58'22" East, a distance of 860.88 feet along said east line to the most northerly corner of Parcel 23 as said parcel is shown in Book 55 of Parcel Maps at Page 30 of the Official Records of Sacramento County;

Thence, South 51°47'34" East, a distance of 610.84 feet along the northeast line of said Parcel 23;

Thence, South 38°12'24" West, a distance of 298.46 feet along the southeast line of said Parcel 23;

Thence, South 89°01'38" West, a distance of 284.95 feet along the south line of said Parcel 23 to the east line of said Parcel 15;

Thence, South 00°58'22" East, a distance of 1635.90 feet along said east line to the south east corner of said Parcel 15;

Thence, South 89°23'14" West, a distance of 3090.85 feet along the south line of said Parcel 15;

Thence, South 89°37'42" West, a distance of 1947.08 feet along said south line;

Thence, North 89°37'40" West, a distance of 1009.49 feet along said south line to the Point of Beginning.

Containing 2150.616 Acres, more or less.

Together with the following described Parcels of land:

Parcels 18 through 20, Area "B", Parcels 24 through 31, Parcels 35 through 37, filed in Book 55 of Parcel Maps, at Page 30 and New Parcel Eighteen filed in Book 20080221, at Page 0781, both Official Records Sacramento County

See Exhibits A-1 plats to accompany legal descriptions attached hereto and made a part hereof.

Excepting therefrom the following described parcels of land:

Exception D

All that property described as "Alpha Area Tank Site No. 803" recorded in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the northwest corner of Parcel 26 as said parcel is shown in Book 55 of Parcel Maps at Page 30 of the Official Records of Sacramento County;

Thence, from the Point of Commencement, North $31^{\circ}28'35''$ West, a distance of 1296.42 feet to the Point of Beginning;

Thence, from the Point of Beginning, North $11^{\circ}48'07''$ West, a distance of 82.96 feet;

Thence, North $78^{\circ}12'53''$ East, a distance of 69.57 feet;

Thence, South $11^{\circ}46'01''$ East, a distance of 82.97 feet;

Thence, South $78^{\circ}13'32''$ West, a distance of 69.52 feet to the Point of Beginning.

Containing 0.132 Acres, more or less.

Exception E

All that property described in a Grant Deed recorded in Book 801215 at Page 499 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the west end of a line described as (N. $89^{\circ}36'00''$ E. 467.64) which is on the east line of said Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 of the Official Records of Sacramento County, thence, North $62^{\circ}26'47''$ West a distance of 2547.29 feet;

Thence, North $89^{\circ}53'58''$ West, a distance of 200.00 feet;

Thence, North $00^{\circ}05'32''$ East, a distance of 200.00 feet;

Thence, South 89°54'15" East, a distance of 199.92 feet;

Thence, South 00°04'05" West, a distance of 200.02 feet to the Point of Beginning.

Containing 0.918 Acres, more or less.

See Exhibits A-1 plats to accompany legal descriptions attached hereto and made a part hereof.

End of Description

Description prepared by:

MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661



David W Kopp, PLS 4533
License Expiration Date: 12-31-10

Date: 8/17/2010

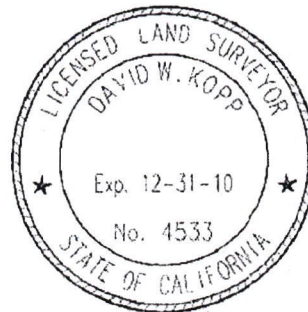
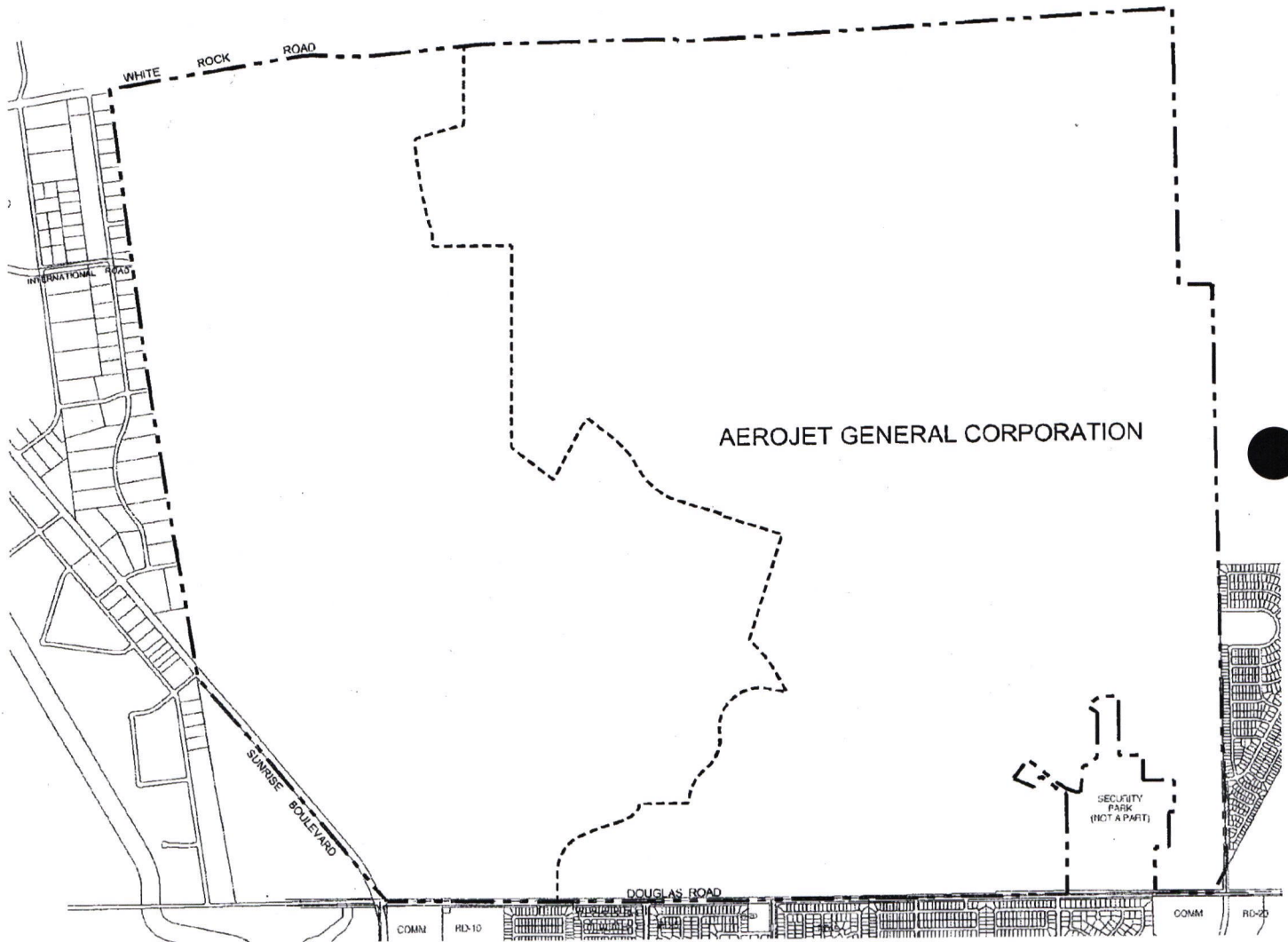


EXHIBIT A-2
Diagram of the Aerojet Property



RIO DEL ORO SPECIFIC PLAN AREA

LAND USE		ACRES	CHARTERED SCHOOL	FEED SCHOOL	ADDITIONAL SCHOOL	% OF TOTAL SCHOOL ACRES
01	SMALL FARM, RESIDENTIAL	13.16	2.1	4.8	6.06	6.0%
02	REGIONAL OFFICE/RESIDENTIAL	299	6.7	18.8	25.58	12.5%
03	HEAVY INDUSTRIAL/RESIDENTIAL	96	7.1	40.2	47.3	5.3%
04	WALDORF COMMERCIAL	26				
05	LOCAL TOWN CENTER	26				
06	REGIONAL TOWN CENTER	113				
07	BUSINESS PARK	96				
08	INDUSTRIAL PARK	203				
09	PUBLIC/EDUCATIONAL	7.3				
10	TYPE STUDY	-				
11	AT/RECREATION/RECREATION	-				
12	CONTRIBUTION SCHOOL	78				
13	SPECIAL CLASS	26				
14	WIDE SCHOOL	26				
15	EDUCATIONAL SCHOOL	167				
16	COMMUNITY PARK	9.2				
17	RECREATION/LEisure	26				
18	PROVIDE/RECREATION	5.2				
19	WATER/RECREATION	128				
20	PRIVATE RECREATION	54				
21	OPEN SPACE	22				
22	OPEN SPACE/RECREATION	12				
23	LANDSCAPE/CONSERVATION	82				
24	CONSERVATION	51				
25	MAJOR HIGHWAY	182				

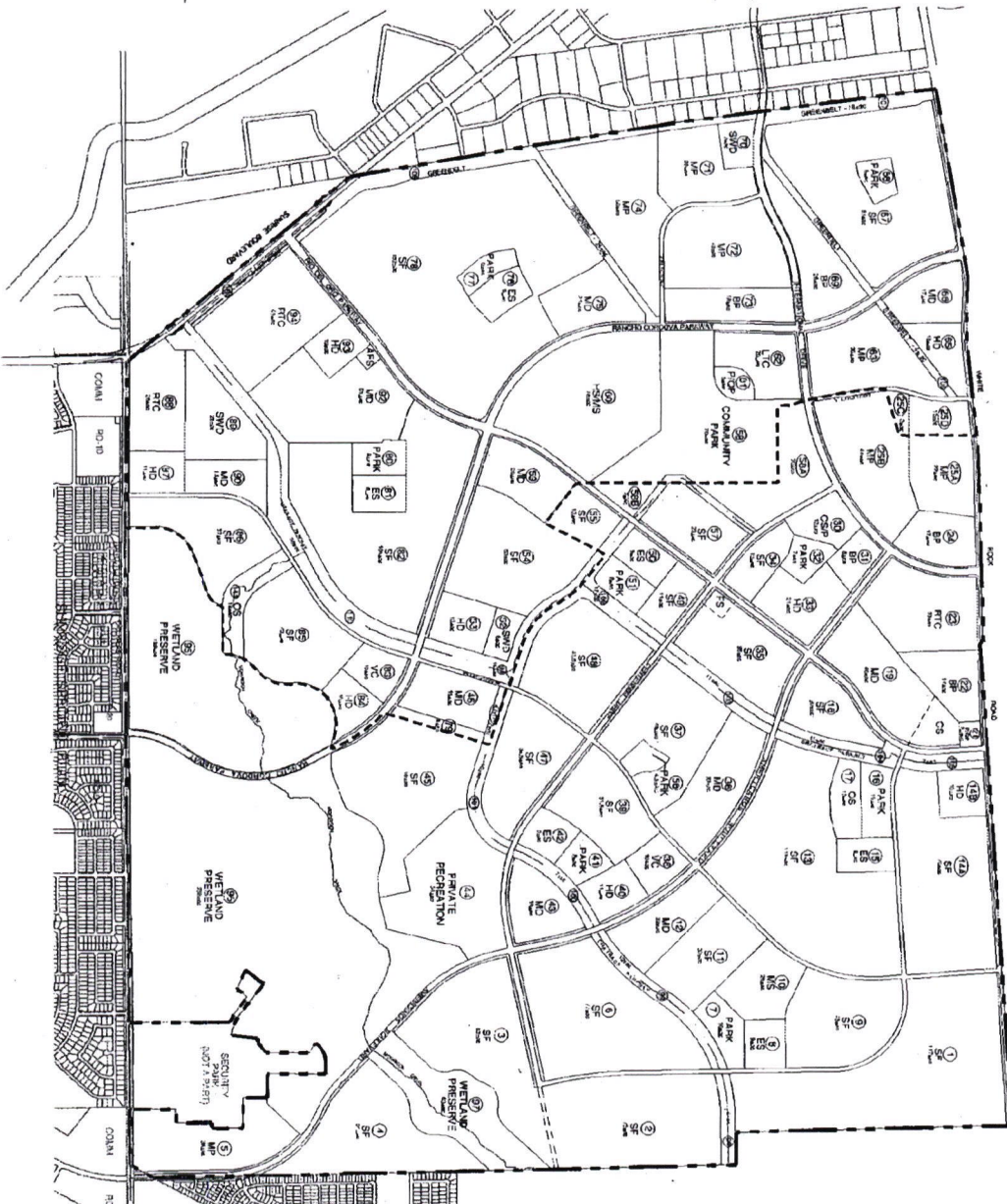


EXHIBIT C-1

Legal Description of the Elliott Homes Property

PARCEL 1:

All that portion of Parcel 15 as said Parcel is shown on that certain Revised Parcel Map of "A Portion of Record of Surveys 12 R.S. 30 and 18 R.S. 4 and also being a Portion of Rancho Rio De Los Americanos" filed in the office of the Recorder, County of Sacramento, State of California in Book 55 of Parcel Maps, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence from said point of beginning along the Westerly line of said Parcel the following five (5) courses: (1) South 07°44'05" West 30.44 feet, (2) South 06°36'05" East 3603.85 feet, (3) South 08°08'17" East 2073.42 feet, (4) South 08°47'03" East 2197.91 feet, and (5) South 08°48'24" East 419.75 feet to a point on the Westerly right-of-way line of Sunrise Boulevard, a County Road, as shown on said Parcel Map; thence along said right-of-way line South 39°18'38" East 4093.39 feet; thence South 89°10'03" East 990.37 feet; thence South 89°06'40" East 933.19 feet; thence North 00°53'20" East 2290.81 feet to a point on an existing fence line; thence along said fence line, the following fourteen (14) courses and distances: (1) North 89°32'35" West 367.46 feet, (2) North 89°24'25" West 402.97 feet; (3) North 00°30'05" East 722.15 feet, (4) North 00°34'11" East 608.94 feet, (5) North 87°30'22" West 39.63 feet, (6) North 00°50'49" East 225.19 feet, (7) North 71°12'32" West 459.31 feet, (8) North 18°32'48" East 299.22 feet, (9) North 18°43'33" East 581.68 feet, (10) North 18°52'10" East 260.18 feet, (11) North 87°29'23" East 30.58 feet, (12) North 86°35'54" East 79.74 feet, (13) North 87°23'08" East 104.15 feet, and (14) South 71°22'21" East 494.50 feet; thence North 00°53'20" East 4230.53; thence North 90°00'00" West 1078.83 feet; thence

North 04°03'36" West 192.34 feet; thence North 15°38'51" West 253.09 feet; thence North 10°48'50" West 497.39 feet; thence North 06°52'34" West 292.93 feet; thence North 05°51'41" West 169.64 feet; thence North 00°52'23" West 152.03 feet; thence North 72°06'34" East 146.02 feet; thence North 74°39'41" East 462.88 feet; thence North 85°19'48" East 66.67 feet; thence North 11°27'56" East 102.96 feet; thence North 03°39'36" West 197.73 feet; thence North 02°17'57" East 318.01 feet; thence North 01°15'08" East 494.52 feet; thence South 84°44'15" West 1242.18 feet; thence curving to the right on an arc having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 88°53'53" West 435.31 feet; thence North 86°56'29" West 389.84 feet; thence curving to the left on an arc having a radius of 1500.00 feet, said arc being subtended by a chord bearing south 87°03'12" West 313.85 feet, thence South 81°02'54" West 2579.08 feet to the point of beginning.

EXCEPTING THEREFROM as a mineral interest, and not as a royalty interest, all of the minerals of every kind in, under, or that may be produced from the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; and excepting as a mineral interest, and not as a royalty interest, all oil, gas, hydrocarbons, and associated substances in, under, or produced and saved from the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; and excepting all water and rights, including, but not limited to, all rights of access, to water lying below the surface of the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; provided, however, that Grantor, and its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of the Real Property, or within one hundred (100) feet below, as measured vertically from, the surface of the Real Property.

PARCEL 2:

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Beginning at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Beginning, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, South 89°56'25" West, a distance of 367.46 feet along said common line;

Thence, North 89°55'25" West, a distance of 402.97 feet along said common line;

Thence, North 00°00'55" West, a distance of 722.15 feet along said common line;

Thence, North 00°03'11" East, a distance of 608.94 feet along said common line;

Thence, North 88°01'22" West, a distance of 39.63 feet along said common line;

Thence, North 00°19'49" East, a distance of 225.19 feet along said common line;

Thence, North 71°43'32" West, a distance of 459.31 feet along said common line;

Thence, North 18°01'48" East, a distance of 299.22 feet along said common line;

Thence, North 18°12'33" East, a distance of 581.68 feet along said common line;

Thence, North 18°21'10" East, a distance of 260.18 feet along said common line;

Thence, North 86°58'23" East, a distance of 30.58 feet along said common line;

Thence, North 86°04'54" East, a distance of 79.74 feet along said common line;

Thence, North 86°52'08" East, a distance of 104.15 feet along said common line;

Thence, South 71°53'21" East, a distance of 494.50 feet along said common line;

Thence, North $00^{\circ}22'20''$ East, a distance of 1401.37 feet along said common line;

Thence, South $51^{\circ}45'32''$ East, a distance of 723.29 feet;

Thence, North $27^{\circ}42'33''$ East, a distance of 850.47 feet;

Thence, North $38^{\circ}10'20''$ East, a distance of 125.00 feet;

Thence, South $51^{\circ}49'40''$ East, a distance of 453.85 feet;

Thence, on the arc of a curve to the right a distance of 498.28 feet, said curve has a central angle of $25^{\circ}22'37''$ and a radius of 1125.00 feet;

Thence, on the arc of a curve to the left a distance of 784.77 feet, said curve has a central angle of $46^{\circ}07'00''$ and a radius of 975.00 feet;

Thence, South $72^{\circ}34'03''$ East, a distance of 651.82 feet;

Thence, South $17^{\circ}25'57''$ West, a distance of 25.00 feet;

Thence, South $72^{\circ}34'03''$ East, a distance of 856.47 feet;

Thence, South $17^{\circ}25'57''$ West, a distance of 1542.41 feet to the arc of a non-tangent curve having a radial bearing of South $42^{\circ}47'17''$ West;

Thence, on the arc of said non-tangent curve to the right a distance of 665.31 feet, said curve has a central angle of $19^{\circ}03'35''$ and a radius of 2000.00 feet;

Thence, South $28^{\circ}09'08''$ East, a distance of 236.87 feet;

Thence, North $79^{\circ}02'16''$ West, a distance of 274.71 feet;

Thence, on the arc of a curve to the left a distance of 1060.28 feet, said curve has a central angle of $108^{\circ}28'52''$ and a radius of 560.00 feet;

Thence, on the arc of a curve to the right a distance of 555.35 feet, said curve has a central angle of $58^{\circ}55'26''$ and a radius of 540.00 feet;

Thence, on the arc of a curve to the left a distance of 550.67 feet, said curve has a central angle of $50^{\circ}28'53''$ and a radius of 625.00 feet;

Thence, South $89^{\circ}31'57''$ West, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South $89^{\circ}24'23''$ West;

Thence, on the arc of said non-tangent curve to the right a distance of 135.81 feet, said curve has a central angle of 47°26'53" and a radius of 164.00 feet;

Thence, on the arc of a curve to right a distance of 269.45 feet, said curve has a central angle of 27°49'00" and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 567.31 feet, said curve has a central angle of 08°53'18" and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 614.63 feet, said curve has a central angle of 66°04'15" and a radius of 533.00 feet;

Thence, South 00°17'18" East, a distance of 423.57 feet to the south line of said Parcel 15;

Thence, North 89°37'40" West, a distance of 418.60 feet along said south line to the Point of Beginning.

Containing 401.202 Acres gross, more or less.

Excepting therefrom the following described parcels of land:

Exception A

All that property described as "Beta Area Well Site 'B'-806" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 00°22'20" East, a distance of 1075.90 feet along the common line between said properties;

Thence, South 89°37'45" East, a distance of 120.05 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 00°02'10" West, a distance of 79.89 feet;

Thence, South 89°58'18" East, a distance of 78.00 feet;

Thence, South 00°00'36" West, a distance of 79.95 feet;

Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

Containing 0.143 Acres, more or less.

Exception B

All that property described as "Tank Site No. 804" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet;

Thence, South 71°48'29" East, a distance of 146.44 feet;

Thence, South 18°10'43" West, a distance of 276.46 feet;

Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Containing 0.930 Acres, more or less.

Exception C

All that property described as "Beta Area Well Site 'A'-805" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between

Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North $00^{\circ}22'20''$ East, a distance of 2290.81 feet along the common line between said properties;

Thence, North $26^{\circ}40'21''$ East, a distance of 268.14 feet to the Point of Beginning;

Thence, from the Point of Beginning, North $00^{\circ}02'08''$ East, a distance of 79.98 feet;

Thence, North $89^{\circ}57'06''$ East, a distance of 70.00 feet;

Thence, South $00^{\circ}00'09''$ East, a distance of 80.01 feet;

Thence, South $89^{\circ}58'15''$ West, a distance of 70.05 feet to the Point of Beginning.

Containing 0.129 Acres, more or less.

End of Legal Description

EXHIBIT C-2
Diagram of the Elliott Homes Property

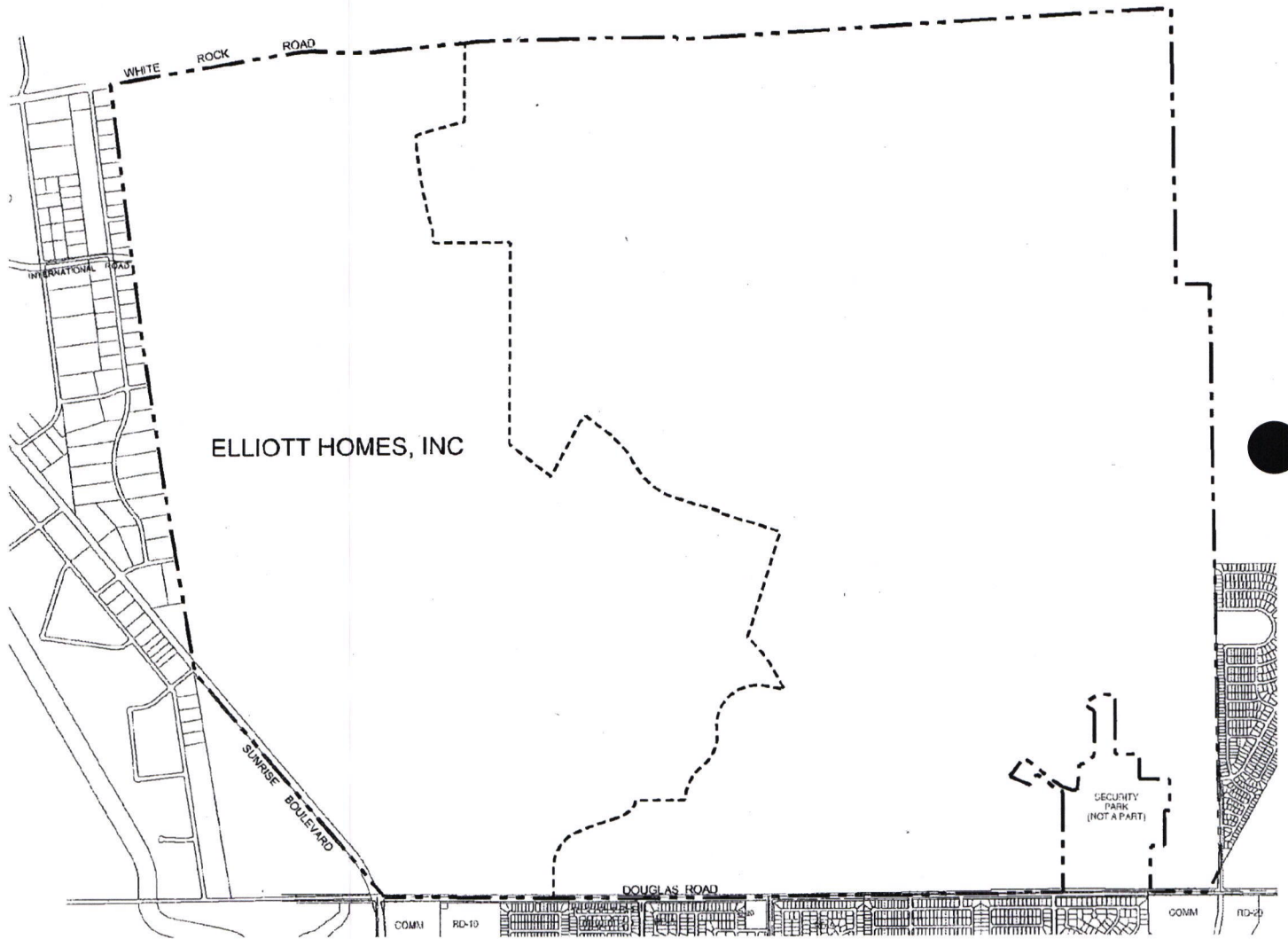


EXHIBIT D

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO _____

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____ 2010, by and between _____, a _____ (hereinafter "Aerojet"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On September 21, 2010, the City of Rancho Cordova and Aerojet entered into that certain agreement entitled "Tier 1 Development Agreement By and Between the City of Rancho Cordova and Relative to the Development Known as Rio Del Oro (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Aerojet 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 _____, 2010, as Instrument No. 2010-_____.

Aerojet 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").

Aerojet desires to assign and Assignee desires to assume all of Aerojet'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, Aerojet and Assignee hereby agree as follows:

Aerojet hereby assigns, effective as of Aerojet's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Aerojet under the Development Agreement with respect to the Assigned Parcel. Aerojet 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 Aerojet.

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Aerojet under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Aerojet 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 Aerojet as the "Aerojet" under the Development Agreement with respect to the Assigned Parcel and Aerojet shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

Assignee understands and acknowledges that pursuant to Section 7 of the Development Agreement, Assignee shall have no right to conduct Development Activity on the Assigned Parcel beyond that which is expressly provided for in Section 7 of the Development Agreement, and that City shall have the discretion to deny approval for any Tier 2 Entitlements for the Assigned Parcel until Aerojet, Assignee and any other owners of record in the Specific Plan area have agreed to substantially comply with the terms of the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Tentative Map Conditions of Approval by either (1) amending the respective Tier 1 Development Agreement or (2) entering into a Tier 2 Development Agreement. Substantial compliance shall mean that Aerojet and Assignees achieve the same timing, level of service, infrastructure and functional outcomes described in the Financing Plan, Phasing Master Plan, Affordable Housing Plan and the Master Large Lot Tentative Map Conditions of Approval.

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.

The Notice Address described in Section 20 of the Development Agreement for the Aerojet with respect to the Assigned Parcel shall be:

Attn: _____

[Signatures follow on next page]

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.

AEROJET:

ASSIGNEE:

a

a

By:

By:

Print
Name: _____
Title: _____

Print
Name: _____
Title: _____

1306578.16

EXHIBIT A-1

Legal Description of the Aerojet Property

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 and Parcel 23 as shown in Book 55 of Parcel Maps at Page 30 as shown in book 20080325, at Page 1226, all in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, South $89^{\circ}37'40''$ East, a distance of 418.60 feet to the Point of Beginning;

Thence from the Point of Beginning, North $00^{\circ}17'18''$ West, a distance of 423.57 feet;

Thence, on the arc of a curve to the right a distance of 614.63 feet, said curve has a central angle of $66^{\circ}04'15''$ and a radius of 533.00 feet;

Thence, on the arc of a curve to the right a distance of 567.31 feet, said curve has a central angle of $08^{\circ}53'18''$ and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 269.45 feet, said curve has a central angle of $27^{\circ}49'00''$ and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 135.81 feet, said curve has a central angle of $47^{\circ}26'53''$ and a radius of 164.00 feet;

Thence, North $89^{\circ}31'57''$ East, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South $89^{\circ}04'35''$ East;

Thence, on the arc of said non-tangent curve to the right a distance of 550.67 feet, said curve has a central angle of $50^{\circ}28'53''$ and a radius of 625.00 feet;

Thence, on the arc of a curve to the left a distance of 555.35 feet, said curve has a central angle of $58^{\circ}55'26''$ and a radius of 540.00 feet;





DATE: September 7, 2010

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director
Pam Johns, Project Manager (Specific Plan)
Patrick Angell, Project Manager (EIR)

SUBJECT: RIO DEL ORO GENERAL PLAN CONSISTENCY TABLE

The General Plan consistency table referenced in Ordinance 16-2010 as Exhibit C is the same consistency table provided for Ordinance 14-2010 as Exhibit A of this staff report. The table provides findings and evidence to support this General Plan consistency determination and will be part of the final record adoption of Ordinance 15-2010.



CITY OF RANCHO CORDOVA

RESOLUTION NO. 92-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CERTIFYING AN ENVIRONMENTAL IMPACT REPORT AND ADOPTING ENVIRONMENTAL
FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATION AND A MITIGATION
MONITORING AND REPORTING PROGRAM UNDER CALIFORNIA ENVIRONMENTAL
QUALITY ACT (CEQA) FOR THE RIO DEL ORO
TIER 1 APPROVALS**

RECITALS

WHEREAS, the City of Rancho Cordova ("City") was incorporated on July 1, 2003 and the development application for the Rio del Oro project was transferred from the County of Sacramento to the City of Rancho Cordova. Since that time, the City has been in the process of evaluating the Rio del Oro Specific Plan application in accordance with Government Code Section 65451; and

WHEREAS, the Rio del Oro Specific Plan Project is a plan for a mixed-use development supporting a combination of employment-generating uses, retail and supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 3,828-acre site in the City of Rancho Cordova. The Project includes 11,601 residential units at various densities; 522 acres of employment-generating uses (village commercial, shopping center, business park, industrial park); public/quasi-public uses; elementary, middle, and high schools; community and neighborhood parks; private recreational uses; stormwater detention basins; open-space areas and open-space preserves; a drainage parkway; greenbelts; major roads with landscaping; and a wetland preserve/mitigation bank. Several off-site infrastructure facilities (road widening and extensions, sewer interceptors, water and wastewater treatment facilities, wastewater transmission mains, water pipelines and distribution systems and facilities, electrical transmission lines, and water tanks) are proposed to serve project development; and

WHEREAS, the current proposal is to process the Rio del Oro project in two separate phases or "tiers" of development approvals. The Tier One Entitlements are being considered for approval now and include the Rio del Oro Specific Plan (and corresponding amendment to Aerojet SPA), a Tier One Development Agreement, and certification of the environmental document for the project ("Tier One Entitlements"). The Tier One Entitlements are the proposed Project under these CEQA findings ("Project"). Under the Tier One Entitlements, before any physical development on the property would be allowed to occur, important details about financing and other issues would be resolved and reflected in the Tier Two Entitlements. Critical to the Tier Two Entitlements is that the financing, phasing, and overall project conditions of approval are determined and memorialized in the form of a Tier Two Development Agreement(s) prior to, or in conjunction with, the maps and other entitlements associated with physical development of the site; and

WHEREAS, the Rio del Oro project will require environmental approvals from both the City and the U.S. Army Corps of Engineers (USACE) prior to substantial development of the site. The City and USACE staff have been working closely on the preparation of an environmental document that would adequately address the environmental review needs for both agencies. An Environmental Impact Report/Environmental Impact Statement (EIR/EIS)

was prepared for the Rio del Oro Specific Plan for purposes of compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The City is acting as the lead agency under CEQA and the U.S. Army Corps of Engineers, Sacramento District, as federal lead agency under NEPA; and

WHEREAS, the environmental review of the Rio del Oro Specific Plan (RDOSP) commenced with the release of the Notice of Preparation on December 12, 2003 and the Notice of Intent (NOI) by USACE on January 30, 2004 to public agencies and interested parties for consultation on the scope of the EIR/EIS; and

WHEREAS, the City and USACE prepared a Draft EIR/EIS dated December 2006, which reflected the independent judgment of the City and USACE as to the potential environmental effects of the Project. The Draft EIR/EIS was circulated for the required 60 day public review period; and

WHEREAS, based on new legal findings and comments on the Draft EIR/EIS, the City and USACE prepared an additional focused analysis of water supply and biological resources in a Recirculated Draft EIR/Supplemental Draft EIS ("RDEIR/SDEIS"), which was released in March 2008 for the required 45 day public review period, but was extended to July 7, 2008; and

WHEREAS, public and agency comments were received and staff has prepared written responses to all public comments received during the public comment periods in a Final EIR/EIS. The Final EIR/EIS also contains clarifications and minor corrections to information presented in the Draft EIR/EIS and RDEIR/EIS. Staff's good faith, reasoned preliminary analysis concluded that no new information was received that would require recirculation of the Draft EIR under CEQA Guideline 15088.5. Staff will, however, recommend changes to the RDOSP based on those comments and responses in the Final EIR. The Draft EIR/EIS and RDEIR/SDEIS are incorporated into the Final EIR; and

WHEREAS, a staff report, dated July 8, 2010 and incorporated herein by reference, described and analyzed for the Planning Commission, the Project, the Draft EIR/EIS, the RDEIR/SDEIS, the Final EIR and staff's conclusions regarding the public comments and responses; and

WHEREAS, the Planning Commission held a public hearing on July 8, 2010 on the Tier One Entitlements and Final EIR, at which time all interested parties had the opportunity to be heard; and

WHEREAS, on July 8, 2010, after the close of the public hearing, the Planning Commission recommended to the City Council certification of the Final EIR, adoption of environmental findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program, and approval of the Tier One Entitlements; and

WHEREAS, on September 7, 2010, an errata to the Final EIR/EIS ("Final EIR/EIS Errata") was prepared to address certain minor modifications and clarifications to the Final EIR based on information received and public input on the Final EIR/EIS. The Final EIR/EIS is incorporated herein by reference and made part of the Final EIR/EIS; and

WHEREAS, a staff report, dated August 16, 2010 and incorporated herein by reference, described and analyzed for the City Council, the Project, the Tier One Entitlements, the Draft

EIR/EIS, the RDEIR/SDEIS, the Final EIR, the Final EIR/EIS Errata and staff's conclusions regarding the public comments and responses; and

WHEREAS, on August 16, 2010, the City Council held a public hearing on the Final EIR/EIS and Tier One Entitlements; and

WHEREAS, the Final EIR/EIS identified several potentially significant impacts that will be reduced to less than significance with specified mitigation measures. Approval of the Project will therefore require adoption of mitigation findings and a Mitigation Monitoring and Reporting Program; and

WHEREAS, the Final EIR/EIS identified significant and unavoidable environmental impacts of the Project and approval of a Statement of Overriding Considerations; and

WHEREAS, the Final EIR/EIS, and the Planning Commission July 8, 2010 staff report and the City Council August 16, 2010 staff report, regarding the Draft EIR, RDEIR/SDEIS, Final EIR/EIS and the Final EIR/EIS Errata, including the analysis of the public comments, reflect the City's independent judgment and analysis; and

WHEREAS, the location and custodian of the Draft EIR/EIS, RDEIR/SDEIS and Final EIR and other documents that constitute the record of proceedings for the Project is the City of Rancho Cordova Planning Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. The Draft EIR/EIS, RDEIR/SDEIS and Final EIR and documents relating to the Project are available for review in the City Planning Department and on the City's website.

NOW, THEREFORE, the City Council of the City of Rancho Cordova does hereby resolve as follows:

1. The foregoing recitals are true and correct and made a part of this resolution.
2. The City Council has reviewed and considered the Draft EIR/EIS, RDEIR/SDEIS, Final EIR/EIS, and the Final EIR/EIS Errata (collectively, "Final EIR"), as well as the public comments and staff's preliminary analysis of the comments, as reflected in the August 16, 2010 staff report.
3. Based on its review of the foregoing documents, the City Council makes and adopts the following findings relating to the CEQA review for the Project prior to approving the Project:
 - A. The Final EIR has been completed in compliance with CEQA and the CEQA Guidelines.
 - B. The City Council has independently reviewed and considered the information contained in Final EIR, prior to making its decision on the proposed Project.
 - C. The Final EIR reflects the City Council's independent judgment and analysis on the potential environmental impacts of the proposed Project. The Final EIR provides information to the decision-makers and the public on the environmental consequences of the proposed Project.

D. The Final EIR adequately describes the proposed Project, its significant environmental impacts, mitigation measures and a reasonable range of alternatives to the proposed Project.

4. The City Council hereby adopts all findings required under CEQA regarding environmental impacts of the Project, mitigation measures and alternatives, adopts a Statement of Overriding Considerations, and adopts a Mitigation Monitoring and Reporting Program set forth in the CEQA Findings of Fact and Statement of Overriding Considerations attached hereto as **Exhibit A** and incorporated herein by reference, all in compliance with the requirements of CEQA.

Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk



DATE: September 7, 2010

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director
Pam Johns, Project Manager (Specific Plan)
Patrick Angell, Project Manager (EIR)

**SUBJECT: CEQA FINDINGS OF FACT AND STATEMENT OF OVERRIDING
CONSIDERATIONS**

Due to a voluminous amount of pages, a copy of the Rio del Oro CEQA Findings of Fact and Statement of Overriding Considerations (**Exhibit A to Resolution No. 92-2010**) was distributed to Council Members only on Thursday, September 2, 2010. To obtain a copy of Exhibit A, please refer to the City's website where a full version of the staff report has been posted for public review.



DATE: September 7, 2010

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director
Pam Johns, Project Manager (Specific Plan)
Patrick Angell, Project Manager (EIR)

SUBJECT: WILLIAM KOPPER LETTER DATED AUGUST 16, 2010

The William Kopper letter dated August 16, 2010 was distributed to Council Members at the City Council meeting on August 16, 2010.

City Response to Letter from William Kopper Dated August 16, 2010

Below is a response by the City to the issues raised in the letter from William Kopper dated August 16, 2010 (Kopper letter).

A. The Project Description is Adequate and Stable and Complies with CEQA

The Kopper letter states that the EIR's project description is not "stable" because some sections of the Draft EIR that stated that Elliott Homes was seeking a tentative map were not edited in the Final EIR. Some of the edits to delete references to a tentative map were inadvertently omitted from the Final EIR. However, the Final EIR is clear that no tentative maps are part of the Tier 1 Entitlements being considered for approval by the City at this time. The tentative maps will be considered as part of the Tier 2 Entitlements. Although the comment expresses confusion about the project description, as discussed below, the only aspect of the project description that is changing is the timing and sequence of requested entitlements. Except for the minor changes to the project discussed in section 2.2.6 of the Final EIR, the project remains as described in the Draft EIR.

The Kopper letter also states that there is no detailed description of the proposed amendment to the Aerojet Special Planning Area in the EIR. In 1995, Sacramento County adopted the Aerojet Special Planning Area (SPA) Ordinance, which included surface mining and use regulations for much of the Aerojet land holdings, including the Rio del Oro project area. Adoption of the Rio del Oro Specific Plan requires a corresponding amendment to the Aerojet SPA to remove the 3,828-acre project site from the plan area. The amendment merely replaces a map exhibit of the SPA to show the removal of the Rio del Oro Specific Plan area. No environmental impacts, beyond those associated with the Specific Plan that are analyzed in the Draft EIR, would result.

The project description is not shifting or unstable; the project remains the same as that consistently described throughout the Draft EIR and Final EIR, with the minor changes to the project described in section 2.2.6 of the Final EIR. All that has changed is that the applicants and the City now propose to process the entitlements sequentially. CEQA directs the City to consider the "project" as the "whole of an action, which has the potential for resulting in either physical changes in the environment, or a reasonably foreseeable indirect impact." (CEQA Guidelines, § 15378, subd. (a).) Specifically, "the term 'project' refers to the activity which is being approved and which may be subject to several discretionary approvals by governmental agencies. The term 'project' does not mean each separate governmental approval." (CEQA Guidelines, § 15378, subd. (c).)

The Kopper letter goes on to state that "without a public facilities infrastructure/phasing plan, the Project Description is not complete enough for the EIR to serve as a project-level EIR." As discussed in the EIR, the document is both a program-level EIR and project-level EIR. The EIR addresses the originally-proposed Phase 1 at a project level. Because the City is not currently considering approval of the project-specific Phase 1 entitlements, such as a tentative subdivision map, the City does not need to certify an EIR with project-level environmental review. When Tier 2 entitlements are considered, the City will determine what, if any, further environmental review is required.

This process of "tiering" the environmental review is consistent with CEQA. According to the CEQA Guidelines (Section 15168), a local agency may prepare a program-level EIR to address a series of actions that can be characterized as one large project and are related either geographically; as logical parts of a chain of contemplated events; through rules, regulations, or plans that govern the conduct of a continuing program; or as individual activities carried out under the same authorizing statutory or regulatory authority, and that have generally similar environmental effects that can be mitigated in similar ways. As noted above, this EIR was prepared as a Program EIR. As a Program EIR, this document serves as a "first-tier" document that assesses and documents the broad environmental impacts of a program with the understanding that a more detailed, site-specific environmental review will be required to assess future projects implemented under the program.

The letter goes on to state that it is improper for the City to certify the EIR and approve the Specific Plan at this time because "it vests entitlements in the developers for on-the-ground condition in 2006 and it may be many years before the developers are able to put together the financing for the Project." At this time, the City Council is considering approval of the Specific Plan and Tier 1 Development Agreements; CEQA must be completed prior to approval of these entitlements. The entitlements that are under consideration are those that were analyzed in the EIR. CEQA does not require the City to speculate as to different scenarios of development based on economic conditions. Rather, CEQA requires the City to analyze the project *as proposed*. (Public Resources Code, § 21100, subd. (a).) If the project ultimately develops in a different manner, CEQA's provisions regarding supplemental environmental review and tiering would apply to determine if additional environmental review is required. (See *Village Laguna of Laguna Beach, Inc. v. Board of Supervisors of Orange County* (1982) 134 Cal.App.3d 1022.) As discussed above, prior to approving Tier 2 entitlements, the City will need to determine what further environmental review is required for those entitlements.

1. The EIR properly describes the project

The Kopper letter also claims that EIR misrepresents the project description when it states it is consistent with SACOG's Blueprint Plan. To support this argument, the letter cites to a single graph in a Blueprint Special Report, and claims that in order to be consistent with the Blueprint, residential development at Rio del Oro must be 69% small lot attached housing. The comment incorrectly applies the information in the graph. The figures in that graph are meant to apply to the entire region covered by the Blueprint, the Blueprint does not suggest that every parcel or specific plan area in the region will have the ratio of housing set forth in the graph.

Exhibit 3.1-1 in the Draft EIR displays the Preferred Blueprint Scenario land uses for Rio del Oro. That scenario does not contemplate that 69% of the residential uses would be 69% small lot attached. For example, much of the land within Rio del Oro is shown as Medium-Density Mixed Residential. According to SACOG, this land use type includes 48% Single Family Large Lot, 30% Single Family Small Lot, and 12% Attached Units for residential uses. The plan for Rio del Oro is generally consistent with this mix. The Rio del Oro Specific Plan is also consistent with the City of Rancho Cordova General Plan, which consistent with the Blueprint and is a refinement of implementation of the Blueprint for the City.

Furthermore, it should be noted that SACOG's Blueprint includes several principles for smart growth, not just residential densities. These principles are discussed in the Draft EIR and also in

the City Council's Statement of Overriding Considerations. Rio del Oro is consistent with these principles.

2. The EIR does not "segment" the environmental review for the project

The Rio del Oro EIR is a program level EIR for the ultimate project, and meets the requirements of a program EIR pursuant to Public Resources Code, sections 21093 and 21094 and CEQA Guidelines, sections 15152 and 15168. (See DEIR/DEIS, p. 1-6.) The Kopper letter is, therefore, incorrect; the Rio del Oro EIR is not "merely one of many EIRs for the 'total undertaking', comprising a larger project." Rather, the EIR analyzes, on both a project and program level, the environmental impacts of development of the Rio del Oro Specific Plan Project as described in the specific plan. The EIR analyzes the entitlements requested by the project applicants in their initial application as described in the 2006 DEIR/DEIS (see Section ES.4 in the Executive Summary and Section 1.6.1 in Chapter 1). The program-level analysis considers the broad environmental effects of the overall specific plan and identifies performance standards (e.g., setbacks, measures to protect biological and visual resources) and mitigation measures that would apply to all subsequent, future project phases under the specific plan (as conditions of approval) at the Rio del Oro project site. The EIR, therefore, encompasses a project with five separate phases of development, but anticipates that additional environmental review may be necessary for future development entitlements depending on a number of factors, including the streamlining provision of CEQA that seems most applicable to a particular proposed entitlement; consistency of the development with the adopted specific plan; and the extent to which the programmatic analysis, performance standards, and mitigation measures have anticipated and accounted for the site-specific impacts of the requested entitlements. (DEIR/DEIS, p. 1-6.) The DEIR/DEIS includes enough site-specific information to allow an agency to conclude that in analyzing the "big picture" the document also addressed enough details to allow an agency to make informed site-specific decisions within the program. (See *Citizens for Responsible Equitable Environmental Development v. City of San Diego Redevelopment Agency* (2005) 134 Cal.App.4th 598 (per CEQA Guidelines, 15168, subd. (c) initial study showed hotel project was appropriately within the scope of prior program EIR for redevelopment plan area).)

On that basis, the City is not piecemealing its environmental review of the Project by "chopping a large project into many little ones," as claimed by the commenter. Furthermore, the EIR does not fail to analyze the "Project components" identified in the Kopper letter. Such components are either specifically analyzed in the EIR as part of the Project or are components of separate projects subject to separate environmental review that the EIR incorporates by reference.

1. The environmental impacts of transferring the 8,900 acres of GET water are accounted for either in the EIR/EIS or in separate EIRs for the infrastructure planned to deliver the water to the project site. Aerojet has been required to and is already pumping, treating, and discharging more than the 15,000 afy of GET water, as identified in the 2008 RDEIR/SDEIS. The 8,900 afy would come from this water; thus, implementing the project would not cause energy demands related to pumping GET remediated water to increase over energy demands under baseline conditions. Furthermore, the Zone 40 WSMP identifies GET Water and the future uses of this water after treatment, which include supply of this water to meet potable water demands. As this water would be delivered to the Project site through the water conveyance facilities identified in the Zone 40 WSMP

(i.e., the Vineyard Surface WTP, the FRWP, and the NSAPP), there would be no increased energy demands over what was assumed in the EIRs for those water treatment and conveyance facilities identified in the Zone 40 WSMP.

With respect to the water supply infrastructure to deliver the water to the Project, the facilities necessary are those identified in the Zone 40 WSMP (i.e., the Vineyard Surface WTP, the FRWP, and NSAPP) and the impacts resulting from construction of were addressed in the EIR for the Zone 40 WSMP and the FRWP EIR/EIS. As discussed under Impact 3.5-6, construction of these water facilities would result in several significant environmental impacts, most of which would be reduced to a less-than-significant level through implementation of mitigation identified in the EIR for the Zone 40 WSMP and the FRWP EIR/EIS. Impacts identified in the EIR for the Zone 40 WSMP that would remain significant or potentially significant after implementation of mitigation include direct visual impacts, potential direct impacts on a variety of biological resources, potential loss of habitat from development of facilities that would otherwise be included in the proposed SSCHCP, air-quality emissions of NO_x during construction, noise during construction, and potential long-term stationary-source noise impacts. Impacts identified in the FRWP EIR/EIS that would remain significant or potentially significant after implementation of mitigation include loss of whitewater boating, noise impacts during construction, long-term stationary-source noise impacts, and changes in visual resources. (See RDEIR/SDEIS, pp. 3.5-67 through 3.5-72.) These environmental documents and their relevant analysis were incorporated by reference into the RDEIR/SDEIS pursuant to CEQA Guidelines section 15150. (See RDEIR/SDEIS, pp. 3.5-32 through 3.5-33.)

2. The Project analyzes the impacts of annexing the Project site into the service areas of CSR[sp?], CSD and CSD-1. The project site is located within the sphere of influence of both County public sewer providers annexation process is described in the Land Use Chapter. (See DEIR/DEIS p. 3.1-14.) Impact 3.1-1 specifically analyzes the Project's consistency with Sacramento County LAFCo Guidelines for annexation of the Project Site to Sacramento Regional County Sanitation District (SRCSD) and County Sanitation District No. 1 (CSD-1) and notes that Annexation of the project site into the service area of SRCSD and CSD-1 would require approval by the County LAFCo before these districts could provide wastewater service to the project. (DEIR/DEIS, p. 3.1-23.) Impact 3.1-1 notes that the Project would generally be consistent with the Cortese-Knox-Hertzberg Act and the County LAFCo Guidelines, as previous County land use decisions made the entire site a logical extension of the Urban Policy Area and the project site and adjacent areas have been previously designated for urban development under various adopted plans and zoning ordinances. Impact 3.1-1 concludes that development of the project is the logical extension of existing and planned urban areas of the city; thus this impact would be considered less than significant. As LAFCo has approval authority over an aspect of the Project, it is considered a responsible agency. (Pub. Resources Code, § 21069; CEQA Guidelines, §§ 15096, 15381.) In general, a responsible agency complies with CEQA by considering the EIR prepared by the lead agency and by reaching its own conclusions on whether and how to approve the project involved. (CEQA Guidelines, § 15069, subd. (a).) In light of the analysis and conclusion of Impact 3.1-1, LAFCo can rely on the EIR/EIS for its review and approval of the boundary change. But if LAFCo determines any additional environmental analysis is necessary for approval of the annexation, such environmental

analysis is not piecemealing, but is appropriate. (See CEQA Guidelines, section 15069, subdivision (e).)

3. As part of the Zone 40 WSMP, water demand was calculated for various land uses within the 2030 Study Area. The project site lies wholly within Zone 40, and a portion (1,505 acres) of the project site lies within the 2030 Study Area. Sacramento County Water Agency (SCWA) Zone 40 would serve as the water wholesaler and California American Water Company (Cal-Am) and Zone 41 would operate and maintain the distribution system in the plan area. The portion of the project site within the 2030 Study Area falls within what SCWA identified in the Zone 40 WSMP as the Security Park area, where a water demand of 1,500 afy was assumed. The Security Park area is a small industrial area serviced by a Cal-Am water system. The Security Park region of the draft *Rio del Oro Plan Area Water Supply Master Plan* (Draft Rio WSMP) includes both the Security Park and lands immediately surrounding it, and therefore includes some of the lands that are located within the project site. The Security Park itself, however, is not part of the project site. The portion of the existing Cal-Am service area that is within the project site, however, is a rectangular shape that does not follow proposed land uses and street alignments for the project site. The service area cuts through proposed residential subdivisions, commercial lots, park sites, and school sites. Currently, the parcels split by the boundary would require service by the two separate water purveyors. Therefore, while a boundary change is not necessary to serve the project, SCWA has proposed a boundary modification to Cal-Am to provide a more logical separation between the Zone 41 retail area and the Cal-Am retail area. The EIR properly analyzed the impacts of the water supply that would serve the project regardless of who the retail purveyor is.

As noted in Response to Comment Cal-Am-1, the City is aware that a modification of the Cal-Am boundary has been proposed by SCWA and requires approval by Cal-Am, the California Public Utilities Commission (CPUC) and LAFCo. Cal-Am is currently reviewing the proposed boundary change and water service agreements. For the proposed boundary adjustment and water supply agreements to take place, however, several steps must be taken. A formal request for a service boundary change must be made to the City, Cal-Am must accept the proposed boundary change, the CPUC must approve the proposed boundary change, and SWCA and Cal-Am must enter into a wholesale water agreement. To the extent environmental analysis is required to approve the boundary change, the impacts associated with Cal-Am supplying water to the project under the revised boundary have been analyzed in the EIR/EIS and no additional analysis would be necessary.

4. The EIR does not fail to include analysis related to the construction of the short-term water supply infrastructure. The 2008 RDEIR/SDEIS describes the anticipated off-site water conveyance facilities for the initial water supply, including a new water line in White Rock Road. (See Impact 3.5-3 on page 3.5-42 of the 2008 RDEIR/SDEIS.) As described in the 2008 RDEIR/SDEIS (Exhibit 3.5-1), these facilities would include a new 16-inch water transmission main connecting an existing GSWC storage tank to an existing 16-inch SCWA transmission main, and then to project facilities. The new pipeline would originate at an existing 5-million-gallon storage tank within the Villages at Zinfandel development southwest of the project site. The line would follow Baroque Drive north to Kilgore Road, then north to White Rock Road, and would then follow White Rock Road across the

Folsom South Canal. The new transmission main would be placed underground parallel to an existing GSWC water transmission main within the existing road rights-of-way. The new transmission main would be suspended underneath the existing White Rock Road bridge crossing over the Folsom South Canal, and would connect with SCWA's existing 16-inch transmission main at the intersection of Luyung Drive and White Rock Road. The new water transmission main would require an in-line booster pump to drive water supplies along the intertie. The booster pump would be placed at one of four potential locations, as depicted in Exhibit 3.5-1 of the 2008 RDEIR/SDEIS. These off-site water conveyance facilities have not been subject to CEQA or NEPA compliance; therefore, the 2008 RDEIR/SDEIS also provides a site-specific impact analysis, noting in Impact 3.5-3 that the water supply pipeline would be placed in previously disturbed rights-of-way of existing roads.

5. The EIR includes environmental analysis related to construction of water drainage infrastructure. Impact 3.4-1 notes specifically that Project development requires installation of an on-site conveyance and detention/water quality treatment system and the conveyance of off-site flows through the property, which is detailed in the *Master Drainage Study for Rio del Oro* (Wood Rodgers 2005). Exhibit 2-6a shows the proposed extent of on-site drainage features, including parkways, detention basins, and water quality treatment features associated with the Project. Exhibit 2-6b shows the proposed off-site drainage features, including outflow locations where flow exits the project site, conveyance structures to and under Sunrise Boulevard, conveyance structures to the Folsom South Canal, and associated siphon and overchute structures beneath or over the canal. Impact 3.4-1 concludes that while it appears that the *Master Drainage Study for Rio del Oro* would convey upstream off-site runoff and would detain project-related on-site runoff, final designs and specifications have not been submitted or approved by the City. Therefore, implementation of the Project could result in potentially significant impacts related to stormwater runoff and the subsequent risk of flooding. Mitigation Measure 3.4-1, therefore, requires that before the approval of grading plans and building permits, the project applicant(s) for all project phases shall submit final drainage plans to the City demonstrating that off-site upstream runoff would be conveyed through the project site, and that project-related on-site runoff would be contained in detention basins to reduce flooding impacts. (See DEIR/DEIS, pp. 3.4-18 through 3.4-21.) This mitigation measure is intended to recognize that although the draft master drainage study discusses the means to control site drainage and erosion and is therefore appropriate for evaluation at the CEQA/NEPA program level, implementation of the final master drainage study requires ultimate review and approval by the City planning department. Furthermore, the impacts of constructing these drainage features are encompassed in the associated analysis for specific issue areas. For instance, the air quality analysis considers all construction related activities, including construction of detention basins, drainage channels, etc. (See DEIR/DEIS, pp. 3.15-19, 3.15-20 through 3.15-24.) Therefore, the City does not believe that details on exact drainage facilities are appropriate for project requests at the specific plan level of detail or that any additional environmental review is required in the EIR/EIS.
6. EIR does include impacts associated with the construction of a natural gas pipeline, sewer mains and additional sewer capacity. With respect to the gas pipeline, Impact 3.5-9 notes that any impacts associated with extensions of gas pipelines would be limited and covered

by prior construction mitigation as all natural-gas lines would be routed within the rights-of-way of project site streets. (DEIR/DEIS, pp. 3.5-29 through 3.5-30.) Furthermore, if the necessary gas pipeline is less than a mile in length, it would be exempt from CEQA. (Pub. Resources Code, § 21080.21.) With respect to the impacts sewer mains and additional sewer capacity, impacts associated with the increased demand for wastewater conveyance facilities are discussed in Impact 3.5-5 on pages 3.5-21 and 3.5-24 of the 2006 DEIR/DEIS. As discussed, the DEIR/DEIS incorporates this prior analysis from EIRs where County evaluated the environmental impacts of constructing trunk and interceptor sewers that would serve the project, as well as most of the Sacramento region, in the *CSD-1 Sewerage Facilities Expansion Master Plan, Final Environmental Impact Report* (County of Sacramento 2004a) and the *Sacramento Regional County Sanitation District Interceptor Master Plan 2000, Final Program Environmental Impact Report* (County of Sacramento 2003). Both EIRs were certified and the master plans were approved. (DEIR/DEIS, p. 3.5-21.) The DEIR/DEIS summarizes the anticipated impacts of these sewer projects, as described in the EIRs. (DEIR/DEIS, p. 3.5-21.) The *Sacramento Regional County Sanitation District Interceptor Master Plan 2000, Final Program Environmental Impact Report* (County of Sacramento 2003) also analyzes the construction and operation of the expanded SRWTP to provide sufficient long-term capacity to serve growth in the county, including the Project. (See DEIR/DEIS, Impact 3.5-6, pp. 3.5-24 through 3.5-25.) Impact 3.5-6, notes that, as described in the Master Plan EIR, construction and operation of the expanded SRWTP would result in several significant environmental impacts, most of which would be reduced to a less-than-significant level through implementation of mitigation (including impacts on water quality, hydrology, and fisheries). The only significant and unavoidable impact after mitigation implementation related to the treatment plant that was identified would be from short-term increases in NO_x during construction of SRWTP facilities. The *Sewer Master Plan for Rio del Oro* also identifies an interim force main to serve the project in the event the SRCSD construction of the Mather Interceptor, which has separately been subject to CEQA, falls behind schedule. Because the construction of the interim force main is one of the anticipated construction activities for the project, the impacts of constructing this facility is encompassed in the associated analysis for specific issue areas, and no further analysis is necessary.

B. The EIR Adequately Analyzes and Mitigates Noise Impacts

The Kopper letter criticizes the mitigation for noise impacts related to Mather Airport aircraft overflights. Specifically, the comment claims that the mitigation “does not insure that people purchasing homes within the Rio del Oro Specific Plan Area would have information that their sleep may be disturbed by nighttime aircraft overflights.” The comment goes on to suggest that a feasible mitigation measures is “that the City require all developers and sellers of new homes to provide a warning to buyers that their sleep may be disturbed from single-event noise from aircraft overflight.”

Mitigation Measure 3.16-5 requires the project applicant “Provide notification in a public report, to be prepared by the California Department of Real Estate, disclosing to prospective buyers that parcels to be purchased are located within the MAPA and that an aviation easement exists for aircraft into and out of Mather Airport.” This notification is adequate to alert homebuyers to the potential noise issues associated with proximity to Mather Airport. Nevertheless, the following edit has been made to the last bullet in Mitigation Measure 3.16-5 to clarify the contents of the notice:

Provide notification in a public report, to be prepared by the California Department of Real Estate, disclosing to prospective buyers that parcels to be purchased are located within the MAPA and that an aviation easement exists for aircraft into and out of Mather Airport. The notification should include the advisement that because of the property's location, it may be subject to some of the annoyances and inconveniences associated with proximity to airport operations such as noise and vibrations. Revise relevant portions of project land use plans to be compatible with the existing noise contours if the proposed Mather Airport noise contours are not adopted.

It should also be noted that the EIR requires additional mitigation that will further reduce this impact. Mitigation Measure 3.16-5 also requires that the project applicant "Obtain the services of a consultant (such as a licensed engineer or licensed architect) to develop noise attenuation measures for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms) that will produce a minimum composite Sound Transmission Class (STC) rating for buildings of 30 or greater, individually computed for the walls and the floor/ceiling construction of buildings, for the proposed construction of on-site noise sensitive land uses (i.e., residential dwellings and school classrooms). Even with this mitigation, however, the EIR conservatively concludes the impact will remain significant and unavoidable.

C. The EIR Shows that an Adequate Water Supply will be Available for the Specific Plan

Consistent with Public Resources Code section 21151.9 and the requirements of SB 610 (Part 2.10 (commencing with section 10910) of Division 6 of the Water Code), the SCWA Board of Directors adopted a WSA for the project. After additional information became available regarding the timing and availability of water supplies for the Project, SCWA adopted an Amended Water Supply Assessment on June 6, 2006. (See Final EIR/EIS, pp. B5-12 through B5-13.) The Amended Water Supply Assessment was included in the Draft EIR/Draft EIS as Appendix D. (See CEQA Guidelines, § 15155, subd. (e).)

The WSA analyzes the water supplies available to serve the project through SCWA, the identified water purveyor for the project, and determines whether sufficient water is available to meet project demand. One of the water supplies identified for the Project in the WSA is remediated water (also known as groundwater extraction and treatment (GET) water) from Aerojet General Corporation (identified as GenCorp in the WSA). (See DEIR/DEIS, Appendix D, pp. 25-26.) The other long-term water supply identified is water from SCWA's Zone 40 conjunctive use program. (See DEIR/DEIS, Appendix D, pp. 22-25.) A 2003 agreement between Aerojet and SCWA granted the GET water to SCWA and authorized the latter entity to make a diversion at the Freeport Regional Water Project (FRWP) on the Sacramento River to supply the Project. (*Agreement Between Sacramento County, the Sacramento County Water Agency, and Aerojet General Corporation with Respect to Groundwater and Related Issues within the Eastern Portion of Sacramento County* [August 27, 2003]) (Aerojet-SCWA Agreement). (DEIR/DEIS, Appendix D, p. 22.) As discussed in Master Response 1, that agreement expired and SCWA and Aerojet entered into a new 2010 Agreement under which Aerojet is transferring 8,900 afy of GET water to SCWA. (See FEIR/FEIS, p. 3-1.)

The Kopper letter claims that because the Project will be supplied with GET water from SCWA under a new agreement with Aerojet, the water supplies available to serve the project have changed since the preparation of the WSA; thus, he argues, the WSA must be revised to analyze a water supply based on SCWA receiving 8,900 afy of GET Water to serve the Project. This objection is inconsistent with the facts and law. The purpose of SB 610 is to prepare a water supply assessment to inform the preparation of the environmental documents for the development projects pursuant to CEQA, and this purpose was satisfied by the preparation of the WSA included in the DEIR/DEIS as Appendix D. (See Wat. Code, §§ 10910–10915; Pub. Resources Code, § 21151.9; Cal. Code Regs, tit. 14, div. 6, ch. 3 (“CEQA Guidelines”), § 15155.) Even though the agreement under which SCWA is granted the GET water has changed, there is no requirement under SB 610 or CEQA that the water purveyor or lead agency revise or prepare a whole new WSA if the Project is relying on a water supply that differs from what the WSA originally assumed. SB 610 accounts for the possibility that water supply information may change or be updated from the time the WSA is prepared to the time the environmental documents are prepared. A WSA is not intended to be the sole source of water supply information in an EIR. In fact, Water Code section 10911, subdivision (b), expressly requires the local agency “to include the water supply assessment. . . , and any information [regarding water supplies not accounted for in the assessment], in any environmental document prepared for the project pursuant to [CEQA].” (Wat. Code, § 10911, subd. (b); see also CEQA Guidelines, § 15155, subd. (e).)

Furthermore, the 8,900 afy of GET water identified in the FEIR/FEIS as available to SCWA to serve the Project under the 2010 Agreement is not a new supply; but rather is part of the same supply of GET water identified in the WSA as being available to serve the Project. As discussed in the RDEIR/SDEIS and FEIR/FEIS, the 8,900 afy comes from the more than 15,000 afy of GET water that is currently discharged to the American River by Aerojet and is available for diversion. (RDEIR/SDEIS, p. 3.5-6; FEIR/FEIS, p. 3-1.) The WSA specifically identifies this 15,000 afy of remediated GET water available to SCWA from Aerojet to serve new development on Aerojet property, including Rio del Oro. (See DEIR/DEIS, Appendix D, Table 7, p. 25.) The WSA concludes that only 7,388 afy of the 15,000 afy of GET water would be necessary for the Project, because SCWA would also have 1,500 afy available to allocate to the Project from Zone 40 conjunctive use water. In other words, the WSA assumes only 7,388 afy of GET water would be allocated to the Project simply because SCWA operates a conjunctive use program where water supplies will equal water demand in any given year, and 7,388 afy was the total demand remaining after application of the 1,500 afy. (See DEIR/DEIS, Appendix D, p. 36.) This determination did not signify that only 7,388 afy of GET water is available to SCWA; rather, the WSA identifies up to 15,000 afy of total GET water is available, and the 8,900 afy of GET water identified in the FEIR/FEIS is part and parcel of that supply.

As discussed in Master Response 1, moreover, because Aerojet is already discharging the 15,000 afy of GET water to the American River, the RDEIR/SDEIS acknowledges that, in the event the 2003 agreement between Aerojet and SCWA is terminated, this same GET water could be made available to SCWA at FRWP through implementation of the Aerojet-County Agreement, a modified agreement, or a new agreement. (See 2008 RDEIR/SDEIS, page 3.5-7.) Such a diversion strategy is allowed under the 2010 Agreement. As the 8,900 afy will come from the same supply of GET water identified in the WSA and analyzed in the RDEIR/SDEIS, the City did not fail to analyze the impacts of supplying the 8,900 afy GET water to the Project. (See RDEIR/SDEIS, pp. 3.5-63 through 3.5-64.)

Contrary to the commenter's claim, the reasonable foreseeability of the GET water to supply the Project is evidenced by the 2010 Agreement between Aerojet and SCWA referenced in Master Response 1. (See *Agreement Between Sacramento County, the Sacramento County Water Agency and Aerojet-General Corporation with Respect to Transfer of GET Water* [May 2010] (2010 Agreement).) In fact, the 2010 Agreement significantly strengthens the conclusion reached in the 2008 RDEIR/SDEIS regarding the adequacy of the GET water as a long-term water supply, as the Agreement specifically identifies the Rio del Oro project as a recipient of up to 8,900 afy of the 15,000 afy of GET water identified in the WSA, and requires SCWA to further confirm in writing that the transfer of the GET water will provide SCWA with sufficient available water to supply Rio del Oro. (See Master Response 1, FEIR/FEIS, p. 3-2.) SCWA has provided such further confirmation in a letter to the City of Rancho Cordova. (See June 10, 2010 letter from Keith DeVore, Director, Sacramento County Water Agency to Cyrus Abhar, Public Works Director, City of Rancho Cordova)

The Kopper letter claims that, because the GET water identified in the 2010 Agreement will come from facilities operated by Aerojet under one or more directives from the EPA, the Central Valley RWQCB, and DTSC to extract, treat and appropriately discharge treated groundwater, once Aerojet has satisfied those directives, there will be no GET water to supply the Project. Thus, the commenter claims that a revised water supply assessment should have included SCWA's plan for acquiring additional supplies needed to serve the project. (Kopper letter, p. 9, citing Water Code §§ 10910, subd. (d)(2), 10911, subd. (a); *Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 433.) The commenter is incorrect.

Per *Vineyard*, CEQA requires some discussion of possible replacement sources or alternative to use of the anticipated water, and of the environmental consequences of those contingencies only where, despite a full discussion, it is impossible to confidently determine that anticipated water sources will be available. (*Vineyard, supra*, 40 Cal.4th at p. 432.) As Aerojet and SCWA have entered into the 2010 Agreement and the GET water identified in the 2010 Agreement comes from the same GET water supply identified in the WSA, the analysis in the 2008 RDEIR/SDEIS continues to adequately demonstrate a reasonable likelihood of adequate long-term water supply (i.e., that future water sources will be available) for the project pursuant to the holding in *Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 432 ("future water supplies identified and analyzed must bear a likelihood of actually proving available"). (FEIR/FEIS, p. 3-2.)

The 2010 Agreement also includes a contingency clause with additional options for Aerojet to continue to supply water to SCWA to serve the project in the event Aerojet ceases to be required to operate the GET facilities under the environmental directives at rates sufficient to transfer 8,900 afy to SCWA. (2010 Agreement, Section 3.2.) Aerojet operates a number of GET facilities, only a few of which are implicated for supplying water to SCWA under the 2010 Agreement, and may substitute GET water from other GET facilities. If that water is insufficient to transfer 8,900 afy to SCWA, Aerojet will either continue to operate the GET facilities that are no longer required to operate under the environmental directives to produce no less than 8,900 afy or Aerojet will convey to SCWA its right, title, and interest to the GET water facilities as necessary to provide 8,900 afy. (2010 Agreement, Section 3.2.)

The claims of the commenter do not undermine the long-term adequacy of GET water supply. As noted by Dr. Mark Grismer in the letter attached to the commenter's letter, the RI/FS report prepared by Aerojet indicates that model predictions suggest that the time for groundwater cleanup is between 193 and 324 years. (Kopper letter, p. 9; Grismer letter, p. 2.) Based on this information, there is no indication that Aerojet's requirements to operate the GET facilities will end in the foreseeable future. Nor is there any indication that funding for the operation of the GET facilities from GenCorp/Aerojet will be exhausted "in a couple of years," as claimed by the commenter. Such claims are purely speculative, and an EIR is not required to engage in speculation in order to analyze a "worst case scenario." (See CEQA Guidelines § 15145; see also *Towards Responsibility in Planning v. City Council* (1988) 200 Cal.App.3d 671, 681.) In fact, the task of water supply assessments is to determine whether "total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses." (Wat. Code, § 10910, subds. (c)(3), (c)(4).) The GET water supply identified in the WSA meets this 20-year projection requirement. (See DEIR/DEIS, Appendix D, pp. 21, 36-39.) Furthermore, the contingency option provided in Section 3.2 of the 2010 Agreement by which SCWA could become the owner of the facilities needed to keep the water pumping, insures against a hypothetical scenario, such as one mentioned by the commenter, in which Aerojet goes out of business in the future for unforeseen business reasons.

On this basis, therefore, contrary to the commenter's claim, the City is not required to identify any additional water supplies necessary to serve the Project pursuant to *Vineyard*.¹ Because the GET water will come from the same 15,000 afy of GET water identified in the WSA, the requirements of Water Code section 10910, subdivision (d)(2), and 10911, subdivision (a), cited by the commenter, are already sufficiently satisfied by the WSA attached to the DEIR/DEIS. (See DEIR/DEIS, Appendix D, pp. 26-27.) The environmental analysis associated with providing the 8,900 afy of GET water is also the same as that identified in the RDEIR/SDEIS, including the same construction and operation of water conveyance facilities. (See RDEIR/SDEIS, pp. 3.5-61 through 3.5-79, specifically Impact 3.5-6, which analyzes the impacts of the water conveyance facilities necessary to deliver long-term water supplies.)

In fact, the RDEIR/SDEIS requires implementation of Mitigation Measure 3.5-3 to ensure water conveyance facilities sufficient to convey water supplies to subdivisions or nonresidential uses would be in place before recordation of any final small-lot subdivision map, or before City approval of any similar project-specific, discretionary approval or entitlement required for nonresidential uses. If on-site or off-site long-term water conveyance facilities are delayed, implementation of Mitigation Measure 3.5-3 would cause project development to be curtailed temporarily because infrastructure would not yet be in place to supply the water needed to meet the demands of the project. Impacts associated with temporary curtailment of development are discussed in Impact

¹ / Note that, while not legally required pursuant to *Vineyard* because the available water supplies for the project area (i.e., GET-Remediated Water, other existing groundwater supplies, and the SMUD and Fazio CVP contracts) are reasonably likely, alternative sources of water for the Project were identified and the impacts associated with those sources were briefly analyzed in the RDEIR/SDEIS. (RDEIR/SDEIS, pp. 3.5-64 through 3.5-67.)

3.5-4. (RDEIR/SDEIS, p. 3.5-72.) This analysis identifies whether impacts related to curtailment would be greater than, the same as, or less than those identified for the Proposed Project Alternative for each resource area. The analysis also evaluated whether any new impacts associated with temporarily curtailing development would occur or whether any new mitigation measures would be required. As stated in Impact 3.5-4, curtailment of development would only be temporary and would be ameliorated upon receipt of the long-term water supply.

With respect to short-term water supply, the commenter claims that the EIR is insufficient to confidently identify a near-term source of water for Phase 1A because the only assurance for the supply is a reference to a 2005 letter from Ernest Gisler from Golden State Water Company (GSWC) to Russell Davis of Elliott Homes confirming that GSWC will provide the Project with enough water to satisfy the demand for Phase 1A. (See July 29, 2005 letter from Ernest Gisler to Russell Davis.) This supply would come from GSWC's existing capacity. GSWC has agreed to supply the Phase 1A demand in return for the project applicant previously agreeing to construct an extra capacity 5 million gallon water tank for GSWC at Stone Creek, where only a one million gallon tank was necessary. The commenter claims that because GSWC has subsequently agreed to supply the Sutter Point Project, it is now questionable whether GSWC can supply the Project. But there has been no indication, other than the commenter's speculation, that this additional agreement will affect the water GSWC has designated to supply Phase 1A of the Project. According to the commenter's attachment, a new service area is being established in Sutter County for GSWC to supply the Sutter Point Project with water supplies from Natomas Central Mutual Water Company (NMWC), which serves the Sutter Pointe area with agricultural irrigation water. The Rio del Oro Project would be supplied with water from GSWC's Cordova System, which consists of surface water from the American River, groundwater extracted from the Central Basin, Aerojet replacement water via the Folsom South Canal, and other future Aerojet replacement water, as identified in GSWC's Urban Water Management Plan. (See RDEIR/SDEIS, pp. 3.5-19 through 3.5-20.) Thus, the Project and the Sutter Point Project are in two totally different service areas with different water supplies and GSWC agreeing to supply the Sutter Point Project does not affect the adequacy of the GSWC supplies available to serve Phase 1A of the Project. In any event, per Mitigation Measure 3.5-2, an assurance of adequate water supply must be made prior to any project-specific discretionary land-use entitlements and approvals. Thus, if for some unanticipated reason, water from GSWC becomes not available to serve Phase 1A, project-specific discretionary land-use entitlements shall not be approved until the long-term water supply comes online.

Furthermore, contrary to the commenter's claim, the RDEIR/SDEIS does contain information identifying alternative short-term water supplies and impacts associated with providing those supplies. In this case, although the long-term water supply is available and reasonably likely (GET remediated water of up to 8,900 afy and Zone 40 WSMP water of up to 1,500 afy), the infrastructure to deliver the water to the project area will not be completed until after project approval. Therefore, the 2008 RDEIR/SDEIS identified the initial water supply from GSWC to satisfy the demand of Phase 1A, which is considered a reasonably likely supply, and Option A and Option B, as sources of initial water for the remaining development within Phase 1. (See Impact 3.5-1 and Impact 3.5-2, RDEIR/SDEIS pages 3.5-34 to 3.5-41.) The RDEIR/SDEIS, however, also identifies potential alternative sources of initial water supply, briefly describes the potential impacts of such alternative sources and analyzes temporary curtailment of development, which could be implemented if the initial water supplies do not become available. (See 2008 RDEIR/SDEIS, pages

3.5-39 and 3.5-40 and Impact 3.5-2 [analyzing the impacts of curtailment of development after Phase 1A for the remaining development of Phase 1 until the long-term water supply is available].)

² Furthermore, Impact 3.5-4 on pages 3.5-51 through 3.5-58 in the RDEIR/SDEIS analyzes the effects of curtailing project development if water supplies are not available to meet the demands of all the subphases of Phase 1 development. This analysis identifies whether impacts related to curtailment would be greater than, the same as, or less than those identified for the Proposed Project Alternative for each resource area. The analysis also evaluated whether any new impacts associated with curtailing development would occur or whether any new mitigation measures would be required. As stated in Impact 3.5-4, curtailment of development would likely be only temporary and would be ameliorated upon receipt of the long-term water supply.

Finally, contrary to the commenter's claim, the 2008 RDEIR/SDEIS describes the anticipated off-site water conveyance facilities for the initial water supply, including a new water line in White Rock Road. (See Impact 3.5-3 on page 3.5-42 of the 2008 RDEIR/SDEIS.) As described in the 2008 RDEIR/SDEIS (Exhibit 3.5-1), these facilities would include a new 16-inch water transmission main connecting an existing GSWC storage tank to an existing 16-inch SCWA transmission main, and then to project facilities. The new pipeline would originate at an existing 5-million-gallon storage tank within the Villages at Zinfandel development southwest of the project site. The line would follow Baroque Drive north to Kilgore Road, then north to White Rock Road, and would then follow White Rock Road across the Folsom South Canal. The new transmission main would be placed underground parallel to an existing GSWC water transmission main within the existing road rights-of-way. The new transmission main would be suspended underneath the existing White Rock Road bridge crossing over the Folsom South Canal, and would connect with SCWA's existing 16-inch transmission main at the intersection of Luyung Drive and White Rock Road. The new water transmission main would require an in-line booster pump to drive water supplies along the intertie. The booster pump would be placed at one of four potential locations, as depicted in Exhibit 3.5-1 of the 2008 RDEIR/SDEIS. These off-site water conveyance facilities have not been subject to CEQA or NEPA compliance; therefore, the 2008 RDEIR/SDEIS also provides a site-specific impact analysis, noting in Impact 3.5-3 that the water supply pipeline would be placed in previously disturbed rights-of-way of existing roads.

² / Note, however, that pursuant to *Vineyard* (pages 445–446), an EIR is only required to demonstrate a reasonable likelihood of adequate *long-term* water supply (i.e., that future water sources will be available) and to identify alternative sources of supply in the event the long term supply is not reasonably likely. (See *Vineyard*, *supra*, 40 Cal.4th at p. 432 (where “despite a full discussion, it is impossible to confidently determine the anticipated future water sources will be available, CEQA requires some discussion of possible replacement sources or alternatives to use of the anticipated water, and of the environmental consequences of those contingencies”).) Nothing in *Vineyard* requires the EIR identify alternative short-term water supplies or the impacts of those alternative supplies where a reliable long-term supply has been identified, as in this case. Even if all of the short-term supplies addressed in the RDEIR/SDEIS failed to come to fruition for some unexpected reason, the long-term water supply outlook for the project would still be very good. At worst, unanticipated problems with short-term supplies would delay the timing and pace of development; the full project would still build-out someday, using the long-term water supplies only.

D. Traffic Mitigation Measures Comply with CEQA Standards

The Kopper letter raises several objections to various traffic mitigation measures. The objections are that the mitigation measures are inadequate because (1) the required "fair share" payment does not include a funding mechanism or plan; (2) the improvements require the approval of other agencies (such as Sacramento County or Caltrans) and are not enforceable by the City; and (3) other alleged deficiencies to mitigation measures for certain intersections.

The objections are without merit. The traffic mitigation measures and related findings comply with all CEQA requirements. CEQA specifically authorizes "fair share" contributions as adequate mitigation. CEQA also requires a finding that a mitigation measure is within the control of another agency when the lead agency does not have the ultimate authority to approve the improvements. The EIR presents and analyzes feasible mitigation and the proposed findings for traffic impacts identify those measures which are potentially infeasible due to being in another agency's control or for other specified reasons. The findings identify these impacts as significant and unavoidable and include a statement of overriding considerations for the Project approvals in accordance with CEQA standards.

1. "Fair Share" mitigation measures comply with CEQA

Both the CEQA Guidelines and CEQA case law clearly recognize that mitigation measures based on fair-share contributions, such as those generally included as traffic mitigations, are adequate mitigation under CEQA. (CEQA Guidelines, § 15130, subd. (a)(3) [a project's contribution to a cumulative impact may be mitigated by requiring the project "to implement or fund its fair share of a mitigation measure or measures designed to alleviate the cumulative impact"]; see also *Save Our Peninsula Committee v. Monterey County Board of Supervisors* (2001) 87 Cal.App.4th 99, 140; *Napa Citizens for Honest Government v. Napa County Board of Supervisors* (2001) 91 Cal.App.4th 342, 363 (*Napa Citizens*) ["[f]ee-based infrastructure can be adequate mitigation under CEQA, and can be particularly useful where, as here traffic congestion results from cumulative impacts, and not solely from the development of a single project"].)

The traffic mitigations for the Project impacts are based on a "fair share" contribution and comply with these standards³. The mitigations measures identify the specific improvements that are required to reduce Project impacts. The adopted mitigation measure imposes a requirement on the Project that will result in the improvement being built and the impact mitigated. The environmental findings for the traffic impact clearly state this obligation since the implementation of all these mitigation measures is "required or incorporated into the Project"⁴. For each mitigation,

³ The Kopper letter raises the same objection on inadequacy of mitigation due to failure to prepare a financing mechanism and/or financing plan for the fair share contribution for numerous mitigation measures – 3.14-1e, 3.14-1f, 3.14-1m, 3.14-1n, 3.14-1p, 3.14-1q, 3.14-1u, 3.14-1v, 3.14-1w, 3.14-1x, 3.14-1hh, and 3.14-1ii. The response to these objections is the same since the EIR contains the same standard for the fair share contribution for all traffic mitigation measures. Therefore, the response in this paragraph applies to all mitigations for which this objection is made.

⁴ The Kopper letter asserts that the City failed to impose an adequate mitigation measure for Impact 3.14-1gg – Douglas Road between Sunrise Boulevard and Jaeger Road. However, no mitigation is required for this roadway segment because it will operate at an acceptable LOS with the addition of Project traffic at full buildout. CEQA does not require mitigation for less than significant impacts.

the actual amount of the Project's fair share contribution and the timing of implementation of the improvement will be determined at the time of Tier 2 Entitlements for the Project before any physical development of the Project site is allowed. This is consistent with CEQA standards which do not require that the actual "fair share" amount be specified in the EIR. It is also consistent with the required level of detail under CEQA that is commensurate with the level of entitlement. The City is only approving general Tier 1 Entitlements at this time which do not allow development of the Project site.

2. City properly finds that certain mitigations are in control of another agency⁵

One of the findings on significant environmental impacts specifically authorized under CEQA is: "changes or alterations are within the responsibility and jurisdiction of another public agency and have been or can and should be adopted by that other agency". (Public Resources Code § 21081(a)(2); CEQA Guidelines § 15091(a)(2).) The City properly makes this finding for all traffic improvements that require approval of another agency for implementation. For each of these mitigation, the City finds that: (1) implementation of the mitigation measure has been required or incorporated into the Project; (2) the City directs the mitigation measure to be adopted; (3) the mitigation requires approval by other jurisdictions; (4) the City finds the impact will be less than significant with implementation of the mitigation; and (5) that since the implementation is within the control of another agency (either the Sacramento County or Caltrans), the City cannot completely control the timing and the impact is conservatively treated as significant and unavoidable. The findings on mitigations in control of another agency complies with CEQA standards. (See, *Tracy First v. City of Tracy* (2009) 177 Cal.App.4th 912, 936-938 (*Tracy First*) (City finding that impact on intersections outside its jurisdiction is significant and unavoidable is upheld against challenge that mitigation should require payment to county even though county had no finance plan in place).)

The Kopper letter argues that the City has an affirmative duty under CEQA to "negotiate with the County [or Caltrans] and work out the mechanism" for implementation of the improvement. However, there is no legal citation presented in the letter to support this alleged CEQA obligation, not can there be. Nothing in CEQA requires that interagency agreements be reached for the implementation of mitigation measures. Rather, as described above, CEQA specifically allows a lead agency to find that a mitigation measure is in the control of another agency, which the City has done here. The alleged duty to reach an agreement with other agencies does not exist under CEQA because it would be completely contradict this permissible finding. The only requirement under CEQA is for the City to consult with other responsible agencies with jurisdiction over the Project. (CEQA Guidelines § 15096; Public Resources Code § 21092.4.) The City properly consulted with other agencies. CEQA requires nothing more. (See, *Tracy First*, 177 Cal.App.4th at 938 (CEQA does not require a city to impose on a county a plan to improve intersection located in county in order to mitigate project impacts).)

⁵ The Kopper letter raises the same objection on the inappropriateness of the finding that the mitigation measure is in control of another agency and the purported CEQA requirement to reach Agreement with another agency for numerous mitigation measures – 3.14-1e, 3.14-1f, 3.14-1m, 3.14-1n, 3.14-1p, 3.14-1q, 3.14-1u, 3.14-1v, 3.14-1w, 3.14-1x, 3.14-1hh, and 3.14-1ii. The response to these objections is the same because the City findings on these issues is the same for each of these traffic mitigation measures. Therefore, the response in this paragraph applies to all mitigations for which this objection is made.

The Kopper letter also argues that Caltrans and the County have “cooperative programs” that the Project can and should use to contribute fees for the improvements. The “cooperative programs” are not identified in the letter. This is because no such programs exist at this time. There are no interagency or regional agreements or funding mechanisms in place at this time that the Project can participate in for extra-jurisdictional traffic improvements. Since these programs do not exist, no violation can occur.

3. Other alleged deficiencies to traffic mitigations are unsupported

The Kopper letter asserts that Mitigation Measures 3.14-1m and 3.14-1o are speculative and inadequate. Mitigation Measure 3.14-1m requires the implementation of Rancho Cordova Parkway (and its connection to US 50), the Zinfandel Drive Extension and the International Drive extension in and through the Project site to mitigate the impacts to the Sunrise Boulevard and Folsom Boulevard intersection. This Mitigation Measure is required because physical improvements at Sunrise Boulevard and Folsom Boulevard to obtain acceptable LOS operation would require an eight or more lane Sunrise Boulevard which is inconsistent with the City General Plan Circulation Element. The mitigation included in the proposed CEQA findings creates parallel capacity which would result in the intersection of Sunrise and Folsom Boulevard operating at acceptable conditions at buildout. The parallel capacity improvements are not speculative because certain of the improvements are part of the project (such as the portions of the roadways located with the Project site (Rancho Cordova Parkway and International Drive)), certain of the improvements are identified in the *Mather Field Specific Plan Public Facilities Financing Plan* (Zinfandel Drive Extension) or the City’s Capital Improvements Program; the initial phase of Zinfandel Drive Extension is undergoing CEQA review and is planned to begin construction in 2011; and the Rancho Cordova/US 50 interchange is a planned improvement included in the 2030 Metropolitan Transportation Plan and is currently undergoing CEQA environmental review. Therefore, these improvements are feasible and not speculative, and meet CEQA standards.

Mitigation Measure 3.14-1o includes implementation of a grade separation at Sunrise Boulevard and Zinfandel Drive consistent with the City General Plan Circulation Element. At-grade improvements are infeasible because they would require an eight lane Sunrise Boulevard which is inconsistent with the City General Plan. The CEQA findings conservatively state that the impact is significant and unavoidable due to potential adverse environmental impacts of the grade separation project. The environmental impacts of the grade separation were analyzed on a programmatic level in the City General Plan EIR. However, project-level environmental review will be required prior to construction of the improvement. Reliance on programmatic environmental review of mitigation measures complies with CEQA standards.

E. EIR Includes Impact Minimization (“Reduced Footprint”) Alternative

The Kopper letter inaccurately claims that the EIR failed to include a reduced-scale project with higher density on a smaller development footprint. However, the EIR analyzes such an alternative – the Impact Minimization Alternative. This Alternative includes an expansion of the wetland preserve to 994 acres from 507 acres. The residential acreage is reduced by 470 acres, but the density of the housing is greatly increased by including twice as much high density housing (20 dwelling units per acre). The acreage for high density housing under this Alternative is twice as large as the proposed project (173.5 acres versus 86). The number of units of high density

housing is also doubled to 3,470 units versus 1,720 for the proposed Project. Overall, the number of residential units under this Alternative is 10,560. The Impact Minimization Alternative is essentially the same as the alternative described in the Kopper letter (11,601 residential units and 1,106 acre preserve). CEQA does not require an EIR to analyze variations on a similar alternative. (*Village Laguna of Laguna Beach v. Board of Supervisors* (1982) 134 Cal.App3d 1022 (analysis of alternative between 10,000 and 20,000 units not required to meet CEQA standard of reasonable range of alternatives.) The Alternative analysis is consistent with CEQA law and the alleged deficiency is based on inaccurate facts.

F. Analysis of Energy Use of Project Complies with CEQA

The Kopper letter argues that the EIR does not comply with the revised requirements in the CEQA Guidelines for analysis of energy impacts that took effect earlier this year (March 18, 2010). However, the recently adopted amendments, as a matter of law, do not apply to the Project EIR which was circulated for public review in December 2006. Overall, the EIR's discussion of energy impacts complies with applicable CEQA standards.

The Kopper letter argues that the EIR fails to comply with the amendments regarding the analysis of energy impacts in Appendix F of the CEQA Guidelines that took effect on March 18, 2010 and make the provisions "mandatory". This is legally incorrect. The CEQA Guidelines specifically state that "amendments to the Guidelines apply prospectively only". (CEQA Guidelines § 15007(b).) "If the document meets the content requirements in effect when the document is sent out for public review, the document shall not need to be revised to conform to any new content requirements in Guidelines amendments taking effect before the document is finally approved". (CEQA Guidelines § 15007(c).) Therefore, the amendments, which took effect March 18, 2010, clearly do not apply to the EIR's analysis of energy impacts which was released for public comment in December 2006. For the purposes of this EIR, the Appendix F measures are advisory.

Nonetheless, the EIR contains a full and adequate analysis of the Project's energy impacts under applicable CEQA standards. The Draft EIR analyzes energy impacts of the Project under the appropriate significance criteria – whether the project will result in inefficient, wasteful and unnecessary consumption of energy. (Draft EIR, p. 3.5-7). The EIR analyzes the amount of electricity and natural gas use by the Project and concludes that the project and cumulative impact is less than significant. Since the impact of the Project is less than significant, CEQA does not require the mitigation measures in Appendix F to be imposed on the Project.

The Final EIR includes detailed responses to comments raised by Mr. Kopper on the Draft EIR's analysis on energy impacts. (Final EIR, pp. RD2-265-266, RD2-285-297.) Many of those comments are the same as those raised in the Kopper letter. The City's detailed responses in the Final EIR are incorporated herein and summarized generally as follows. The EIR quantified the energy and natural gas of the Project which are the main energy impacts applicable to the Project. The Project impact on energy is less than significant impact because the Project will not result in an inefficient, wasteful and unnecessary consumption of energy. The EIR relied on the Project's compliance with Title 24 Energy Efficiency measures to support this conclusion consistent with *Tracy First* (177 Cal.App.4th at 933-934). The Appendix F provisions on energy impacts and conservation measures at the time of the circulation of the Draft EIR were permissive and advisory, not mandatory. Even though the Project would not result in an inefficient, wasteful and

unnecessary consumption of energy, the Project includes various measures that will result in efficient energy use, including the following: measures to improve transportation efficiency through the Rio del Oro Air Quality and Emissions Reduction Plan; the Rio Del Oro Development Standards and Design Guidelines; and the co-benefits of reduced or more efficient energy use that would result from the implementation of mitigation measures required in the EIR for air quality and greenhouse gas impacts (ex. green building requirements for energy efficiency and measures that would reduce vehicle miles traveled).

G. EIR Includes Analysis and Proper Mitigation of Greenhouse Gas Emissions

The Kopper letter states that there is no analysis of greenhouse gas (GHG) impacts in the EIR and the mitigation measure requiring a reduction in GHG emissions by 30% from business-as-usual 2006 emissions is vague and not effective. These objections fail because the Draft EIR included an analysis of GHG emissions and the mitigation measure is definite and certain.

The Draft EIR includes an analysis of GHG impacts from the Project in the Air Quality Chapter. (Draft EIR, Chapter 3.15.) The analysis included: an estimate of the amount of GHG emissions resulting from the Project; the identification of a very conservative significance standard derived from AB 32 goals (more than 2 tons of CO₂ emissions per capita annually); and a determination that the Project impact would be significant and unavoidable because the project emissions could not be reduced below the significance threshold by feasible mitigation measures. This analysis exceeded the legal requirements for GHG analysis in December 2006 when the Draft EIR was released. The significance standard sets a lower emissions threshold than any standard recommended or adopted by a regulatory agency based on AB 32 goals identified through the Scoping Plan. The Final EIR contains some additional information on GHG impacts and included a mitigation measure to further reduce GHG emissions from the Project. However, the Final EIR states that the impact would remain significant and unavoidable - the same conclusion in the Draft EIR. None of the information in the Final EIR meets the standards for recirculation. The Final EIR did not include any information that changed the impact conclusion for GHG emissions. (CEQA Guidelines § 15088.5(a)(1) and (2).) The applicant has agreed to adopt the new mitigation measures that will further reduce impacts. (CEQA Guidelines § 15088.5(a)(3).) Therefore, no recirculation of the Final EIR is required based on additional information and a mitigation measure relating to GHG emissions.

The new GHG Mitigation Measures 3.15-7b, c and d in the Final EIR are clear and definite. "Business as usual 2006 emissions" in Mitigation Measure 3.15-7b means the emissions from the Project that would occur if only the regulations in effect in 2006 were applied to Project emissions. The Mitigation Measure requires the developer to submit a mitigation plan for each increment of new development that will reduce emissions 30% from business as usual 2006 emissions. The Plan should include measures specified in Mitigation Measure 3.17-7b or other comparable measures that have been shown to be effective in reducing GHG emissions. The choice of 2006 as the year for establishing the regulations in place for the business-as-usual forecast is appropriate because that is the year before AB 32 and any of its implementation measures took effect. This is consistent with the analysis under the AB 32 Scoping Plan. The mitigation requires that the Plan include evidence showing how the 30% reduction is achieved.

H. Response to Biology Comments by Shawn Smallwood

Attached to the letter from William Kopper were additional comments from Shawn Smallwood, Ph.D. The letter provides a critique of several responses to comments from Mr. Smallwood and Carol Witham of CNPS. Staff has reviewed those responses in light of Mr. Smallwood's critique and has determined that each of the responses is adequate. In a few instances, AECOM, the preparers of the EIR, have added information to the responses for clarification. Those edits are to Response to Comments Kopper-R-82, Kopper-R-172, and Kopper-R-223 in the Final EIR, which are amended to read in their entirety as follows:

Kopper-R-82

See response to Kopper-R-117.

Kopper-R-172

Mitigation Measure 3.14-4c states that surveys for Swainson's hawk and other raptors (including burrowing owl) shall be conducted before the approval of grading and/or improvement plans (as applicable) and no less than 14 days and no more than 30 days before the beginning of construction for all project phases. Therefore, this mitigation measure is actually more protective of the species than the commenter is suggesting, because surveys would occur regardless of the time of year, rather than just during the nesting season. Because surveys would occur no less than 14 days and no more than 30 days before the beginning of construction for all project phases, the mitigation recommended in Measure 3.14-4c encompasses surveys during the nesting season.

Kopper-R-223

Compensatory mitigation is not required for loss of burrowing owl habitat. The California Department of Fish and Game staff report referred to by the commenter is not an adopted local, state, or Federal regulation or law. Furthermore, the City points out the following:

- 1) No burrowing owls, burrows, or sign of burrowing owls have been documented on the project site and most of the project site consists of mining tailings that provide lower habitat suitability for burrowing owls than the grassland areas in the southern portion of the project site, which would be preserved. Most of the highest quality habitat for burrowing owls is located in 507-acre proposed on-site preserve.
- 2) The intent of the mitigation is to reduce the potential to cause death or injury to burrowing owl, a species protected under Fish and Game Code. As stated in Mitigation Measure 3.10-4c, preconstruction surveys will be conducted for burrowing owls, and if they are found, a mitigation plan will be developed in consultation with DFG. The mitigation plan will be developed to be consistent with DFG guidelines and will include eviction of non-nesting owls and construction of artificial burrows for the owls to relocate to, if necessary. Active nests would be avoided.
- 3) There is an abundance of suitable habitat for burrowing owl adjacent to the project site and in the project vicinity that is adjacent to the grassland habitat that would be preserved on site. Therefore, it is assumed that evicted owls would be able to relocate locally to existing nearby suitable habitat.

Therefore, the measures outlined in the EIR/EIS are adequate to mitigate the impact on burrowing owls to a less-than-significant level so that there would not be a substantial adverse effect on this species.

CHANGES TO FINAL EIR/EIS CHAPTER 4 COMMENTS AND INDIVIDUAL RESPONSES

Edits made to this chapter are shown in highlighted text.

4.5 COMMENTS AND RESPONSES ON THE 2008 RDEIR/SDEIS

The following revised responses to Kopper comments Kopper – R-82, -172 and -223 located on pages RD2-320, -360, and -387 are provided:

Kopper-R-82

See response to Kopper-R-117.

Kopper-R-172

Mitigation Measure 3.14-4c states that surveys for Swainson's hawk and other raptors (including burrowing owl) shall be conducted before the approval of grading and/or improvement plans (as applicable) and no less than 14 days and no more than 30 days before the beginning of construction for all project phases. Therefore, this mitigation measure is actually more protective of the species than the commenter is suggesting, because surveys would occur regardless of the time of year, rather than just during the nesting season. Because surveys would occur no less than 14 days and no more than 30 days before the beginning of construction for all project phases, the mitigation recommended in Measure 3.14-4c encompasses surveys during the nesting season.

Kopper-R-223

Compensatory mitigation is not required for loss of burrowing owl habitat. The California Department of Fish and Game staff report referred to by the commenter is not an adopted local, state, or Federal regulation or law. Furthermore, the City points out the following:

1. No burrowing owls, burrows, or sign of burrowing owls have been documented on the project site and most of the project site consists of mining tailings that provide lower habitat suitability for burrowing owls than the grassland areas in the southern portion of the project site, which would be preserved. Most of the highest quality habitat for burrowing owls is located in 507-acre proposed on-site preserve.
2. The intent of the mitigation is to reduce the potential to cause death or injury to burrowing owl, a species protected under Fish and Game Code. As stated in Mitigation Measure 3.10-4c, preconstruction surveys will be conducted for burrowing owls, and if they are found, a mitigation plan will be developed in consultation with DFG. The mitigation plan will be developed to be consistent with DFG guidelines and will include eviction of non-nesting owls and construction of artificial burrows for the owls to relocate to, if necessary. Active nests would be avoided.
3. There is an abundance of suitable habitat for burrowing owl adjacent to the project site and in the project vicinity that is adjacent to the grassland habitat that would be preserved on site. Therefore, it is assumed that evicted owls would be able to relocate locally to existing nearby suitable habitat.

Therefore, the measures outlined in the EIR/EIS are adequate to mitigate the impact on burrowing owls to a less-than-significant level so that there would not be a substantial adverse effect on this species.

CHANGES TO FINAL EIR/EIS CHAPTER 5

Edits made to this chapter are shown in highlighted text.

5.2 CORRECTIONS AND REVISIONS TO THE 2006 DEIR/DEIS

CHAPTER ES, "EXECUTIVE SUMMARY"

The first paragraph on page ES-2 under ES.5.2 "Elements of the Project" of the 2006 DEIR/DEIS is hereby revised as follows:

The Rio del Oro project would permit a mixed-use development on approximately 3,828 acres in Rancho Cordova. Elliott Homes is seeking specific development entitlements (e.g., ~~tentative subdivision maps~~) as part of the project. GenCorp is seeking overall development entitlements, but has not proposed specific development entitlements necessary for immediate or short-term development as part of this proposal.

CHAPTER 2, "ALTERNATIVES"

The last paragraph on page 2-21 (continuing onto page 2-22) of the 2006 DEIR/DEIS is hereby revised as follows:

The proposed project includes a ~~540~~ 510-acre wetland preserve that would contain 18,234 acres of vernal pools and 8,006 acres of seasonal wetland habitats. An easement would be established over the wetland preserve. The wetland preserve would likely be established during development Phase 1, with construction of the features within the preserve proposed to take place during Phases 3 and 5 (see Table 2-1) although it would be expanded and continue to be improved as later development phases come on line. The exact timing of events within the wetland preserve would be determined by USACE's Clean Water Act Section 404 permit requirements. The wetland preserve would not function as a mitigation bank.

SECTION 3.12, "PARKS AND RECREATION"

To reflect the project applicants' modification to the Rio del Oro Specific Plan (see Chapter 2), the discussion of Impact 3.12-1 for the Proposed Project Alternative on pages 3.12-9 and 3.12-10 of the 2006 DEIR/DEIS is hereby revised as follows:

Community parks created as part of the project would be located near the village core and would be easily accessible via numerous greenways linking the entire project site. Facilities in the community parks would include ball fields, soccer fields, tennis courts, basketball courts, and picnic and playground areas, as well as community gathering facilities such as an amphitheater and plaza. The neighborhood parks at the project site would serve as a focal point for each neighborhood, providing a gathering place with smaller scale recreational facilities, such as tot lots, playgrounds, multiuse turf fields, and picnic and barbeque areas. The project may also include an outdoor sports facility/adult sports park. Uses at this facility could include a water slide park, softball complex, soccer fields, and/or a stadium/amphitheatre with capacity to accommodate approximately 3,000 people.

CRPD requires 5 acres of parks for every 1,000 residents. Residential development under the Proposed Project Alternative would generate a population of 31,672 persons at buildout, which would require 158 acres of parks to meet the standard. The Proposed Project Alternative would include development of 63

67.5 acres of neighborhood parks and ~~107~~ 104.3 acres of community parks for a total of ~~170~~ 174.5 171.8 acres of parks (Table 3.12-3). Because ~~170~~ 174.5 171.8 acres of neighborhood and community parks would be provided, implementation of this alternative would result in a ~~12~~ 16.5 13.8-acre surplus. Additionally, if the sports park is constructed, a ~~52~~ 56.5 53.8-acre surplus would result. Thus, the Proposed Project Alternative would provide sufficient park facilities to meet the demand generated by the project population at buildout, and there would be a **direct, beneficial** impact related to parkland acreage.

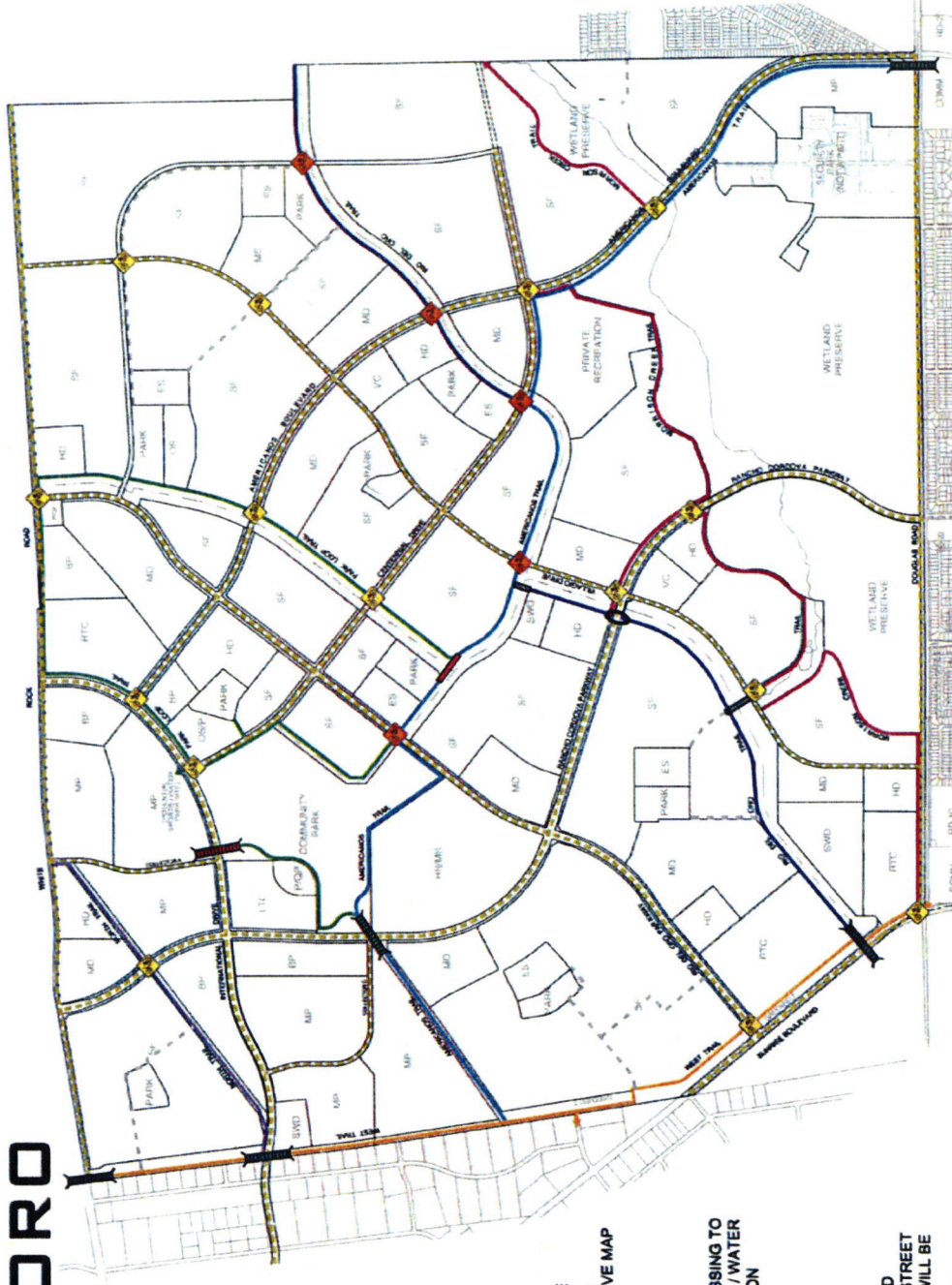
**Table 3.12-3
Project Parkland and Open Space Acreage Calculations**

Alternative	Proposed community park (acres)	Proposed neighborhood park (acres)	Total of proposed parkland (acres) ^a	Parkland requirement per CRPD of 5 acres per 1,000 residents (acres)	Total surplus or deficit of parkland acreage compared with requirements ^b
Proposed Project	107 104.3	63 67.5	170 <u>174.5</u> 171.8 210 <u>214.5</u> 211.8	158	+12 <u>16.5</u> 13.8 +52 <u>56.5</u> 53.8
High Density	107 104.3	63	170 167.3 210 207.3	211	-41 43.7 -1 3.7
Impact Minimization	108 105.3	61	169 166.3 209 206.3	144	+25 22.3 +65 62.3
No Federal Action	107 104.3	75	182 179.3 222 219.3	145	+37 34.3 +77 74.3
No Project	0	0	0	0	0
Alternative	Proposed Open Space (acres)	City General Plan Open Space Requirement 1.75 acres per 1,000 population		Total surplus or deficit of open space acreage compared with requirements	
Proposed Project	<u>62</u>	<u>55</u>		<u>+7</u>	
High Density	<u>62</u>	<u>74</u>		<u>-12</u>	
Impact Minimization	<u>57</u>	<u>50</u>		<u>+7</u>	
No Federal Action	<u>60</u>	<u>51</u>		<u>-1</u>	
No Project	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Note: CRPD = Cordova Recreation & Park District ^a Total parkland including the sports park is shown in <i>italics</i> . ^b Total surplus/deficit with implementation of the sportspark is shown in <i>italics</i> . Source: Data provided by City of Rancho Cordova in 2009.					

Because implementation of the Proposed Project Alternative would result in a surplus of available parkland acreage, deterioration of existing neighborhood and community parks would not occur or be accelerated from increased demand, and there would be **no indirect** impacts.

BIKEWAY AND TRAILS PLAN

RIO DEL ORO



LEGEND

CLASS I 12' OFF-STREET REGIONAL TRAIL

- WEST TRAIL
- AMERICANOS TRAIL

CLASS I 10' OFF-STREET TRAIL

- NORTH TRAIL
- RIO DEL ORO TRAIL
- PARK LOOP TRAIL
- MORRISON CREEK TRAIL

CLASS II BIKE LANE

- LOCATION OF ON-STREET BIKE LANE
- NEIGHBORHOOD BIKE ROUTE TO BE SPECIFICALLY LOCATED AT TENTATIVE MAP

CROSSINGS

- GRADE SEPARATED STRUCTURE FUNDED BY CIP
- OPTIONAL GRADE SEPARATED CROSSING TO BE CONSIDERED BY CITY IF SPORTS / WATER PARK IS APPROVED AT THIS LOCATION
- LOW FLOW / CHANNEL CROSSING
- UNDER CROSSING
- AT GRADE STREET CROSSING
- FEASIBILITY OF A GRADE SEPARATED CROSSING TO REPLACE AT GRADE STREET CROSSINGS AT THESE LOCATIONS WILL BE EVALUATED AT THE TENTATIVE SUBDIVISION MAP OR SCHOOL / PARK DESIGN REVIEW PHASES

SECTION 3.14, "TRAFFIC AND TRANSPORTATION"

Exhibit 3.14-4 on page 3.14-12 of the 2006 DEIR/DEIS is hereby updated as shown below to reflect revisions to the transit routes in the study area.

Mitigation Measure 3.14-1 on page 3.14-32 of the 2006 DEIR/DEIS is hereby revised to read as follows:

Mitigation Measure Common to All Impacts under Impact 3.14-1

To avoid repetition, the information contained in the following mitigation measure applies to all other mitigation measures required under Impact 3.14-1. ~~Note that no mitigation measures are required for the No Project Alternative because, as described above, no direct or indirect impacts would occur.~~

PP, HD, IM The project applicant(s) for all project phases shall participate in the necessary improvements identified in all of the following mitigation measures. The project's fair-share participation and the associated timing of the improvements shall be identified in Tier 2 entitlements for the project and before any Development Activity, as that term is defined in the Tier 1 Development Agreements, on the property. The physical development of the property and will amend the project conditions of approval and in the mitigation monitoring and reporting program for the project will be amended to include these participation and timing details for traffic improvements, or in conjunction with and as an appendix to the specific plan (see mitigation measures following each identified impact).

Timing: Development Activity as that term is defined in the Tier 1 Development Agreements As part of Tier 2 entitlements and before any physical development of the property (excluding on site wetland fill and mitigation activities); a condition of project approval and/or as a condition of the development agreement for all project phases.

Enforcement: City of Rancho Cordova Public Works Department.

Mitigation Measure 3.14-7 on pages 3.14-79 and 3.14-80 of the DEIR/DEIS is hereby revised to read as follows:

Mitigation Measure Common to All Impacts under Impact 3.14-7

To avoid repetition, the information contained in the following mitigation measure applies to all other mitigation measures required under Impact 3.14-7. ~~Note that no mitigation measures are required for the No Project Alternative because, as described above, no direct or indirect impacts would occur.~~

PP, HD, IM, The project applicant(s) for all project phases shall participate in the necessary improvements identified in all of the following mitigation measures. The project's fair-share participation and the associated timing of the improvements shall be identified in Tier 2 entitlements for the project and before Development Activity, as that term is defined in the Tier 1 Development Agreements, on the property. The any physical development of the property and will amend the project conditions of approval and in the mitigation monitoring and reporting program for the project will be amended to include these participation and timing details for traffic improvements, or in conjunction with and as an appendix to the specific plan (see mitigation measures following each identified impact).

Timing: As part of Tier 2 entitlements and before any Development Activity, as the term

is defined in the Tier 1 Development Agreements. ~~physical development of the property (excluding on-site wetland fill and mitigation activities); a condition of project approval and/or as a condition of the development agreement for all project phases.~~

Enforcement: City of Rancho Cordova Public Works Department.

SECTION 3.15, "AIR QUALITY"

Mitigation Measure 3.15-7b: Incorporate Green Building Measures into Residential Construction.

PP, HD, IM,
NF

The project applicant(s) for all project phases containing residential uses shall participate in the GreenPoint Rated program or equivalent program. Each home shall be built to achieve the GreenPoint Rated label by earning a minimum of 50 total points and meeting the minimum point thresholds in specific categories: Energy (30), Indoor Air Quality/Health (5), Resources (6), and Water (9). The measures to achieve these points are currently outlined in the *New Home Construction Green Building Guidelines* (Build It Green 2007) and grouped into sections corresponding to the various stages of construction. The most current adopted version of the New Home Construction Green Building Guidelines shall be utilized. ~~Other programs may be used in place of the GreenPoint Rated program as long as they can be demonstrated to have equivalent green building measures.~~ The measures incorporated into the project may include but are not limited to the following:

- ▶ **Site:** Manage the construction process to minimize disruptions to the building site, reduce waste, and prevent pollution of air, soil, and waterways.
- ▶ **Foundation:** Incorporate recycled fly ash in concrete, using frost-protected shallow foundations in cold climates, and installing radon-mitigation measures where appropriate.
- ▶ **Landscaping:** Utilize strategies to keep pollutants out of waterways, reduce water use, promote healthy soils, create fire-safe landscaping, and reduce excessive outdoor lighting.
- ▶ **Structural Frame and Envelope:** Implement measures to address the building's structural frame, including the walls, floors, and roof, for more durable buildings that use energy and other resources more efficiently.
- ▶ **Exterior Finish:** Install siding, roofing, and decking materials that will hold up well for decades and help protect the home from moisture damage, fire, and general wear and tear.
- ▶ **Insulation:** Follow proper insulation installation techniques, and use insulation products with recycled content and low or no formaldehyde emissions.
- ▶ **Plumbing:** Design the plumbing system to reduce hot-water runs, insulate hot-water pipes, and install water-efficient toilets.
- ▶ **Heating, Ventilation, and Air Conditioning:** Utilize high-efficiency heating and cooling equipment and effective ductwork and ventilation for better indoor air quality.
- ▶ **Renewable Energy:** Pre-plumb or install solar hot water systems and pre-wire or

install photovoltaic systems.

- ▶ **Building Performance:** Design and build high-performance homes that meet or exceed the state's building energy efficiency standards by including improved insulation, installation of energy efficient windows, installation of tankless hot-water heaters, and other measures.
- ▶ **Finishes:** Utilize healthier options for paints, trim, cabinets, and countertops that perform well and are readily available and promote environmentally preferable materials for interior finishes.
- ▶ **Flooring:** Utilize finish flooring materials that are attractive, long-lasting, and environmentally friendly.
- ▶ **Appliances:** Install high-efficiency residential appliances that can significantly cut a home's energy and water use, including dishwashers, clothes washers, and refrigerators that exceed minimum federal efficiency standards.
- ▶ **Other:** Utilize innovative approaches to green building that go beyond the basic measures described in these guidelines.

Timing: Throughout project construction of all project phases containing residential uses.

Enforcement: City of Rancho Cordova Building and Safety and Planning Departments.

SECTION 3.16, "NOISE"

The following language is hereby added at the end of Mitigation Measure 3.16-5, immediately preceding the specifications for timing and enforcement, on page 3.16-32 of the 2006 DEIR/DEIS:

Provide notification in a public report, to be prepared by the California Department of Real Estate, disclosing to prospective buyers that parcels to be purchased are located within the MAPA and that an aviation easement exists for aircraft into and out of Mather Airport. The notification should include the advisement that because of the property's location, it may be subject to some of the annoyances and inconveniences associated with proximity to airport operations such as noise and vibrations. Revise relevant portions of project land use plans to be compatible with the existing noise contours if the proposed Mather Airport noise contours are not adopted.

Project-related residential development within the MAPA boundaries but outside the 60-dB CNEL contour shall be subject to the following conditions before approval by the City of Rancho Cordova:

- ▶ minimum noise insulation to protect persons from excessive noise within new residential dwellings (including detached single-family dwellings) that limits noise to 45 dB CNEL with windows closed in any habitable room;
- ▶ notification in the public report prepared by the California Department of Real Estate disclosing to prospective buyers that the parcel is located within the applicable airport planning policy area and that aircraft operations can be expected to overfly that area at varying altitudes less than 3,000 feet above ground level; and

- ▶ execution and recordation with the County Recorder of aviation easements prepared by the County Counsel's office on each individual residential parcel contemplated in the development in favor of the County. All aviation easements recorded pursuant to this policy shall, once recorded, be copied to the Director of Airports and shall acknowledge the property location within the appropriate airport planning policy area and shall grant the right of flight and unobstructed passage of all aircraft into and out of the appropriate airport.

Exceptions: New accessory residential dwellings on parcels zoned Agricultural, Agricultural Residential, Interim Agricultural, Interim General Agricultural, or Interim Limited Agricultural shall be exempt from the Airport Planning Policy Area's prohibitions.

Insert Appendix V – Agreement Between Sacramento County, the Sacramento County Water Agency and Aerojet-General Corporation with Respect to Transfer of GET Water

**AGREEMENT BETWEEN SACRAMENTO COUNTY, THE SACRAMENTO COUNTY
WATER AGENCY AND AEROJET-GENERAL CORPORATION WITH RESPECT TO
TRANSFER OF GET WATER**

This agreement ("Agreement") is entered into by and between County of Sacramento, the Sacramento County Water Agency and Aerojet-General Corporation as of the Effective Date. Defined terms are set forth in **Article 1** of this Agreement.

RECITALS

A. WHEREAS, Aerojet and Boeing/McDonnell Douglas have been ordered by certain government regulatory agencies to remediate the contaminated groundwater in the Eastern Portion of Sacramento County that such agencies contend was caused or contributed to by Aerojet and/or MDC and to provide replacement and contingency water to address water supplies that have been or may become affected by this groundwater contamination.

B. WHEREAS, Sacramento maintains that groundwater contamination within the Eastern Portion of Sacramento County has resulted in damage to public water systems, including the closure of water supply wells owned and operated by SCWA and other water purveyors within the Eastern Portion of Sacramento County.

C. WHEREAS, the groundwater remediation activities conducted by Aerojet and Boeing/McDonnell Douglas include or will include the extraction and treatment of the contaminated groundwater and subsequent discharge of the treated water into surface water streams, including, but not limited to, the American River or waters tributary to the American River.

D. WHEREAS, Sacramento contends that the groundwater contamination and the extraction and treatment of the contaminated groundwater and the discharge of that water to surface waters has caused or will cause significant damages for water purveyors, including SCWA, such that the ability of the water purveyors to rely upon groundwater as a source of their water supplies will be impaired.

E. WHEREAS, this Agreement does not resolve Sacramento's claims, which are preserved as are all defenses to such claims.

F. WHEREAS, the City will consider the approval of "Tier 1 Entitlements" for the Rio Del Oro project (as that term is defined in this Agreement which includes, but is not limited to, certification of the Environmental Impact Report portion of the Rio Del Oro Specific Plan Environmental Impact Statement/Environmental Impact Report ("EIS/EIR") for the Rio Del Oro project) in order to establish certain initial, mutual obligations between the City, Aerojet, and Elliott Homes, with such approval providing no actual development rights pending approval of additional infrastructure phasing and financing plans and related additional environmental review as part of "Tier 2 Entitlements" (as that term is defined in this Agreement).

G. WHEREAS, SCWA submitted a letter to the City of Rancho Cordova Planning Department on or about July 3, 2008, to comment on water supply alternatives identified in the re-circulated Rio Del Oro Specific Plan Project EIS/EIR. The SCWA Comment Letter identified

certain conditions of approval that, in SCWA's judgment, should be included on any and all development entitlements necessary for any portion of Rio Del Oro. Among other things, SCWA proposed that "[s]ubdivision maps, including large lot maps and parcel maps, shall not be recorded until SCWA has executed a remediated water supply agreement with the Aerojet General Corporation." Although Aerojet and Elliott have disagreed with SCWA's request that the City impose such a condition on the Rio Del Oro project, this Agreement, which provides for the transfer of GET Water from Aerojet to SCWA, is nevertheless intended to meet and fully satisfy the stated proposal for a "remediated water supply agreement with the Aerojet General Corporation."

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants contained herein, the Parties agree as follows:

ARTICLE 1 -- Definitions

"Aerojet" means Aerojet-General Corporation, an Ohio corporation.

"Aerojet Lands" means land described in Exhibit I-1 through I-4 of the Partial Consent Decree as entered on June 23, 1989.

"Affiliate(s)" means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such Person. As used herein, the term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or other interests, by contract or otherwise.

"AFY" means acre feet per year.

"AKT Facilities" means the "extraction/treatment facilities other than GET B associated with the Grant Line property (which property is located to the south of White Rock Road on both sides of Grant Line Road)."

"Boeing/McDonnell Douglas" or "MDC" means The Boeing Company and McDonnell Douglas Corporation.

"CEQA" means the California Environmental Quality Act.

"City" means the City of Rancho Cordova.

"County" means the County of Sacramento.

"Effective Date" means the date on which the last signature is placed on this Agreement.

"Environmental Requirements" means all current and future obligations to remediate groundwater imposed on Aerojet, individually or in conjunction with Boeing/McDonnell

Douglas, by any government regulatory agency exercising jurisdiction over the contamination at or emanating from or that has emanated from Aerojet Lands and the remedial actions of Aerojet, individually or in conjunction with McDonnell Douglas, relating thereto, including but not limited to: (a) the Partial Consent Decree; the EPA Unilateral Administrative Order 2002-13 (dated August 2002), and any modifications thereto; (b) the DTSC Imminent and/or Substantial Determination and Consent Order (dated June 30, 1994), and any modifications thereto; (c) the Regional Board Cleanup & Abatement Orders 97-093 (dated June 1997) and R5-2002-0723 (dated September 2002), and any modifications thereto; and (d) any enforceable order, judgment, permit or authorization from any other applicable government entity imposed on Aerojet applicable to the Aerojet Lands, individually or in conjunction with Boeing/McDonnell Douglas.

"EIS/EIR" means the Rio Del Oro Specific Plan Project EIS/EIR prepared under the authority of the City of Rancho Cordova in connection with the Rio Del Oro project.

"EPA" means the United States Environmental Protection Agency.

"GET Transferred Water Facilities" means such of the groundwater extraction and treatment facilities known as GETs currently operating under Environmental Requirements, modifications to such facilities or replacement or relocation of any portion thereof that Aerojet has been, or in the future is, required to construct and operate to comply with Environmental Requirements for regional groundwater remediation and discharge to the American River, except not any facility where MDC is also required by Environmental Requirements to operate unless consented to by MDC.

"GET Transferred Water" means 8,900 AFY of groundwater at the GET Water Point of Delivery that is extracted from GET Transferred Water Facilities and discharged to the American River. GET Transferred Water does not include (i) any water extracted to the north of the American River that Aerojet is obligated as of the Effective Date to transfer to water entities north of the American River; (ii) any water extracted from GETs A/B and AKT Facilities; or (iii) any future shallow groundwater extraction at or near source areas of contamination principally for source area remediation (which means cleanup activities on or within one thousand feet of any location where soils above the water table contain hazardous substances of such character or quantity as to warrant evaluation in a remedial investigation, including extensive technical studies to investigate the scope of contamination).

"GET Water Point of Delivery" means the point that the GET Transferred Water is delivered by Aerojet to Sacramento pursuant to **Section 2.3**.

"GPM" means gallons per minute.

"Other GETs" is defined in **Section 3.3**

"Other GET Water" is defined in **Section 3.3**.

"Party" means each of SCWA, the County or Aerojet, as applicable.

"Parties" means SCWA, the County and Aerojet.

"Partial Consent Decree" means the Partial Consent Decree in the action *United States et al. v. Aerojet et al.*, Civ. S 86-0063-EJG entered into on June 23, 1989 and any modifications thereto.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, department, commission, self-regulatory organization, arbitrator, board, bureau, instrumentality or other entity, enterprise, authority or business organization.

"Property Owners" is defined in Section 2.4.

"Regional Board" means the Regional Water Quality Control Board, Central Valley Region.

"Rio Del Oro" means the development of that property owned by Aerojet and that property owned by Elliott Whiterock LLC, all as described in Attachment 1 and more generally described in Section 2.1.

"Sacramento" means SCWA and the County.

"SCWA" means the Sacramento County Water Agency.

"SCWA Comment Letter" means the letter submitted by SCWA on or about July 3, 2008, to the City of Rancho Cordova to comment on the water supply alternatives identified in the re-circulated Rio Del Oro Specific Plan Project EIS/EIR.

"Third Party(ies)" means any Person not an Affiliate of the other referenced Person or Persons.

"Tier 1 Entitlements" means the Specific Plan and Development Standards and Design Guidelines and all appendices thereto, the Tier 1 Development Agreements, the Amendment to the Aerojet Special Planning Area, and the Rio Del Oro Specific Plan Project EIS/EIR, each of which is under review and proposed for approval and/or certification by the City of Rancho Cordova in connection with the Rio Del Oro project.

"Tier 2 Entitlements" shall mean and include any and all Large Lot and Small Lot Maps, the Financing Plan, the Phasing Master Plan, all Conditions of Approval, additional environmental review including but not limited to any new or amended Mitigation Measures beyond or in addition to what was required by the Tier 1 Entitlements, and Tier 2 Development Agreements (or appropriate amendments to Tier 1 Development Agreements) as may be considered for approval in the future by the City of Rancho Cordova to allow for actual development at the Rio Del Oro project.

"Transferee(s)" is defined in Section 2.3.

ARTICLE 2 -- Rio Del Oro

Section 2.1 The Parties acknowledge that Rio Del Oro is currently undergoing environmental review for Tier 1 Entitlements by the City, and that SCWA submitted the SCWA

Comment Letter, which is attached as Attachment 2, with a proposal, among other things, that the City would require that Aerojet execute a remediated water supply agreement with SCWA prior to the certification of the Final EIR/EIS and recording of any subdivision maps, including large lot subdivision maps and parcel maps. The transfer of GET Water pursuant to and under the terms set forth in this Agreement shall fully satisfy this stated proposed requirement for a "remediated water supply agreement" between Aerojet and SCWA with respect to water supply for Rio Del Oro.

Section 2.2 Sacramento will confirm to the City in writing that it has entered into this Agreement and that 8900 acre feet of water will be transferred by Aerojet to the SCWA pursuant to this Agreement. SCWA shall further confirm in writing that the transfer of the GET Transferred Water will provide SCWA with sufficient available water to supply Rio Del Oro, subject to other proposed conditions identified in the SCWA Comment Letter as those conditions may be agreed upon between Sacramento and the City, for the intensity of development contemplated by the Tier 1 and 2 Entitlements pending before the City as of the Effective Date. SCWA will specifically confirm to the City in writing that the proposed condition set forth in the SCWA Comment Letter (*i.e.*, that the City shall require execution of a remediated water supply agreement by Aerojet and SCWA prior to the recordation of any subdivision maps, including large lot subdivision maps and parcel maps) has been fully satisfied by the execution of this Agreement as to Rio Del Oro.

Section 2.3 Subject to Sacramento's compliance with the requirements of **Section 2.2**, Aerojet hereby conveys and grants to the SCWA all rights, title and interest that it may have or subsequently obtains to the GET Transferred Water. Aerojet makes no representation or warranty to Sacramento concerning any rights, title and interest it may have in such GET Transferred Water and Sacramento assumes all risks concerning Aerojet's right, title and interest in such GET Transferred Water. The GET Water Point of Delivery shall be at the point immediately after the GET Transferred Water enters the outfall under the applicable NPDES permit (*e.g.*, outfall to Buffalo Creek, outfall to drainage channels), for discharge to the American River.

Section 2.4 Aerojet shall be responsible at its sole cost and expense for delivering the GET Transferred Water to the GET Water Point of Delivery and for complying with all regulatory and other requirements necessary to do so. Aerojet shall acknowledge and proactively support the County's claim to the GET Transferred Water in all appropriate legal forums, including, without limitation, before the United States Environmental Protection Agency, the Central Valley Regional Water Quality Control Board and the State Water Resources Control Board.

Section 2.5 Portions of Rio Del Oro are currently owned by Elliott Whiterock LLC ("Elliott") and portions are owned by Aerojet (collectively, Aerojet and Elliott are referred to herein as "Property Owners"). Rio Del Oro is anticipated to be developed over time and Property Owners may transfer portions of the property to one or more transferees (such transferees and their respective transferees ("Transferees")). Each Property Owner will enjoy and each of such Transferees will succeed to the benefits under this **Article 2** with respect to such property.

ARTICLE 3 -- GET Transferred Water

Section 3.1 Subject to **Sections 3.2** and **3.3**, the source of the GET Transferred Water shall be from one or more of GET E/F, ARGET, GET J, GET K and any other GET Transferred Water Facilities that discharge to the American River.

Section 3.2 In the event that Aerojet ceases to be required to operate the GET Transferred Water Facilities under the Environmental Requirements at rates sufficient to transfer 8900 afy, then at Aerojet's option, Aerojet will substitute other GET Water pursuant to **Section 3.3**. To the extent that this water is insufficient and Sacramento is so notified in writing and Sacramento thereafter requires in writing the continued operation of the facilities, then at Aerojet's option, Aerojet will (i) operate the GET Transferred Water Facilities that no longer are required to operate under Environmental Requirements to produce not less than 8900 AFY of GET Transferred Water at the GET Water Point of Delivery, at Sacramento's cost; or (ii) convey to Sacramento (subject to Sacramento's written consent, which will not be unreasonably withheld) at no cost to Sacramento such of Aerojet's right, title and interest in such portions of the GET Transferred Water Facilities as are transferable and necessary to provide not less than 8,900 AFY of GET Transferred Water at the GET Water Point of Delivery, including all property interests necessary for their operation in order that Sacramento may continue to operate said facilities. If such property interests are conveyed as provided in this **Section 3.2**, and if thereafter operation of the GET Transferred Water Facilities is required to be recommenced by Environmental Requirements, Sacramento will re-convey to Aerojet at no cost to Aerojet any and all property interests that were conveyed by Aerojet to Sacramento at no cost to Sacramento that are necessary for Aerojet to recommence operation of the GET Transferred Water Facilities as provided in this Agreement at which time Aerojet's obligation to provide GET Transferred Water from the re-conveyed facilities shall be reinstated.

Section 3.3 Subject to **Section 3.2**, Sacramento will receive GET Transferred Water in the same ratio (as determined at the GET Point of Delivery) as GET Water is discharged to the American River from the GET Transferred Water Facilities discharging through or upstream of Buffalo Creek relative to the total GET Transferred Water discharging from GETs E/F, ARGET, GET J, and GET K. (For example, if the GET Water being discharged at or above Buffalo Creek is 23,339 AFY and the GET Water being discharged below and above Buffalo Creek is 27,369 AFY, then Sacramento would be entitled to receive 85% of its 8900 afy from GET Transferred Water that enters the American River at or above Buffalo Creek.). Subject to Sacramento's written consent, which will not be unreasonably withheld, Aerojet retains the right at any time, but not the obligation, to substitute on a temporary or permanent basis for any or all of the GET Transferred Water other treated water ("Other GET Water") from other groundwater extraction treatment facilities (the "Other GETs") that meets Environmental Requirements for such discharge, so long as such water meets the percentage requirements described in this **Section 3.3** and is delivered by Aerojet to the GET Point of Delivery specified in **Section 2.3**.

ARTICLE 4 -- DISPUTE RESOLUTION

Section 4.1 The Parties desire to provide for a dispute resolution process to ensure that any failure to perform by a Party or any dispute concerning interpretation of or performance under this Agreement will be resolved other than by termination.

Section 4.2 Either Party may give the other Party written notice of any dispute or claim. After delivery of such notice, the Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly by negotiations between a vice president (or more senior officer) of Aerojet and the SCWA Engineer (currently the County Director of Water Resources) or officer of similar or greater authority. Within fifteen (15) days after delivery of such notice, the officers will meet at a mutually acceptable time and place in Sacramento County, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute or claim.

Section 4.3 If any dispute is not resolved in accordance with the negotiations as described in **Section 4.2**, and notwithstanding the provisions of **Sections 4.1 and 4.2**, either Party may pursue its respective legal and equitable remedies at any time. In light of the promises made herein relative to water supply, in the event of the failure of a Party to meet its obligations under this Agreement, the other Party shall be entitled to enforce rights by seeking specific performance (it being agreed that damages will not provide adequate compensation) and other appropriate legal or equitable relief.

Section 6.2 **Recitals.** The Recitals set forth above are true and correct and are incorporated herein.

Section 6.3 **Interpretation.** This Agreement is the product of negotiation and preparation by and among each Party hereto and its respective counsel. Accordingly, this Agreement will not be deemed prepared or drafted by one Party or another, and should be construed accordingly.

Section 6.4 **Rules of Construction.** As used in this Agreement, the word "herein" refers to the entirety of this Agreement unless the context clearly requires otherwise. Words in the singular will include the plural and vice versa. The word "shall" or "will" is mandatory. The word "may" is permissive.

Section 6.5 **Integrated Document.** This Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings and communications of the Parties, whether oral or written, respecting the subject matter of this Agreement.

Section 6.6 **Amendment.** Except as otherwise provided in this Agreement, neither this Agreement nor any of its provisions may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties, and then only to the extent set forth in such writing.

Section 6.7 **Cooperation.** At any time and from time to time after the Effective Date, each Party agrees to take such actions and to execute and deliver such documents as the other Party may reasonably request to effectuate the purposes of this Agreement.

Section 6.8 **Consent.** Whenever a Person's approval, consent or satisfaction is required under this Agreement, such approval, consent or satisfaction will not be unreasonably withheld, delayed or conditioned except as may be expressly provided to the contrary in any other provision in this Agreement.

Section 6.9 **Authority.** The persons who have executed this Agreement represent that they have been authorized to do so by the Party on whose behalf the person is signing. All documents to be delivered under this Agreement will be executed by an authorized person. Each Party represents that it is authorized to enter into this Agreement and to perform all covenants of that Party contained in this Agreement.

Section 6.10 **No Third-Party Beneficiaries.** This Agreement does not create, and will not be construed to create, any rights enforceable by any Person that is not a Party to this Agreement, except as specifically limited in **Section 2.2**.

Section 6.11 **Notices.** Any notice, tender, delivery or other communication pursuant to this Agreement will be in writing, and will be deemed to be properly given by a Party if delivered, mailed or sent by e-mail or other electronic communication in the manner provided in this paragraph, to the following persons:

If to Sacramento:

County of Sacramento
Attn: Keith DeVore, Director
Department of Water Resources
County of Sacramento
827 - 7th Street, Room 301
Sacramento, California 95814
Facsimile No.: (916) 874-8693

E-mail: devorck@saccounty.net

With a copy to:

John F. Whisenhunt
Deputy County Counsel
County of Sacramento
700 H Street, Suite 2650
Sacramento, California 95814
Facsimile No.: (916) 874-8207

E-mail: whisenhuntj@saccounty.net

If to Aerojet:

Aerojet- General Corporation
Attn: President
Highway 50 and Aerojet Road
Rancho Cordova, California 95670
Facsimile No.: (916) 355-2448

With a copy to:
Aerojet-General Corporation
Attn: General Counsel
Highway 50 and Aerojet Road
Rancho Cordova, California 95670
Facsimile No.: (916) 351-8665

Either Party may change that Party's address by giving written notice of the change to the other Party in the manner provided in this **Section 6.11**. If sent by mail, any notice, delivery or other communication will be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above. If sent by e-mail, facsimile or other form of electronic communication, any notice, delivery or other communication will be deemed to have been given only after it has been confirmed in writing as received. If delivered personally, any such notice, delivery or other communication will be deemed to have been given on the date of delivery.

Section 6.12 Successors and Assigns. Aerojet shall not assign any of its obligations under this Agreement to a Third-Party or any Affiliate without the consent of the SCWA which consent shall not be unreasonably withheld. Without limitation, it shall be a reasonable ground for refusing consent if the assignee is an entity that lacks the financial capability to meet the long-term obligations as well as Aerojet and there are not sufficient assurances that such entity will maintain the financial capacity to continue to comply with the obligations assigned to it by Aerojet. Aerojet may assign some or all of its rights under this Agreement with the consent of Sacramento, which consent will not unreasonably be withheld or delayed. Notwithstanding the foregoing, Aerojet may assign some or all of its rights under this Agreement to any of its Affiliates without the consent of the SCWA by Aerojet's providing the SCWA with notice of such assignment. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party and to its respective successors in interest and assigns.

Section 6.13 Waiver and Estoppel.

(a) No provision of this Agreement will be deemed waived by either Party unless expressly waived in a writing signed by the waiving Party. No waiver will be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision and a Party's consent respecting any action by the other Party will not constitute a waiver of the requirement for obtaining a Party's consent respecting any subsequent action. Nor will there be any estoppel by either Party to enforce any provision of this Agreement, except by a stipulation in writing.

(b) Each Party will, upon at least ten (10) days' written notice, execute and deliver to any other Party, to any owner, and to any other person having or about to have a bona fide interest in this Agreement as such other Party may designate in writing, a statement certifying that this Agreement is unmodified and in full force and effect, or if not, stating the details of any modification and stating that as modified it is in full force and effect, and whether or not, to the knowledge of the certifying Party, there is any existing default on the part of any other Party.

Section 6.14 Counterpart Originals. This Agreement may be executed in counterparts and when executed, all such counterparts will constitute one agreement that will be binding upon the Parties, notwithstanding that the signatures of the Parties' designated representatives do not appear on the same page.

Section 6.15: Reservation Respecting GET Transferred Water Costs, Charges and Groundwater Contamination Claims. This GET Water Transfer Agreement does not waive, resolve or otherwise settle Sacramento's claims (currently tolled pursuant to separate agreement) (i) respecting groundwater contamination or (ii) rights to or use of GET Water not transferred by this Agreement and does not waive, resolve, or otherwise settle Aerojet's defenses to such claims. The transfer of GET Water under this Agreement shall be recognized and credited relative to any replacement water supply claims by Sacramento, as resolved by agreement or by judgment.

Dated: _____

County of Sacramento

Chair, Board of Supervisors

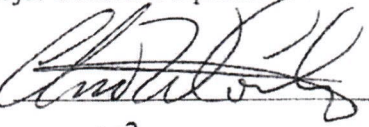
Dated: _____

Sacramento Water Agency

Chair, Board of Directors

Dated: 5/12/10

Aerojet-General Corporation

By: 

Its: VP

ATTACHMENT 1

ATTACHMENT 1

Rio Del Oro
Assessor Parcel Numbers in RDO Specific Plan
As of April 2010

Ownership / APN#

Aerojet-General Corporation:

072-0370-101	(1)
072-0370-089	
072-0370-092	
072-0540-004	
072-0540-005	
072-0540-006	
072-0540-010	(1)
072-0540-011	
072-0540-012	(1)
072-0540-013	
072-0540-014	
072-0540-015	
072-0540-016	
072-0540-017	
072-0540-021	
072-0540-022	
072-0540-023	

Elliott Homes:

072-0370-071
072-0370-102

Notes:

(1) A Boundary Line Adjustment (BLA) was recorded on November 24, 2009 in Sacramento County, affecting the following APN#s.

072-0370-101
072-0540-010
072-0540-012

(Note: New APN#s for the newly created parcels have not yet been assigned by the Assessor's office.)

ATTACHMENT 2

Department of Water Resources
Keith DeVore, Director



SACRAMENTO COUNTY
WATER AGENCY

Including service to the cities of
Elk Grove and Rancho Cordova

July 03, 2008

Patrick Angell
City of Rancho Cordova Planning Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Re: **Rio Del Oro Specific Plan Recirculated Draft Environmental Impact
Report/Supplemental Draft Environmental Impact Statement**

Dear Mr. Angell:

Thank you for the opportunity to comment on the subject document. The Sacramento County Water Agency ("SCWA") will supply public water to the project, which lies entirely in SCWA Zone 40.

In the discussion of water supply alternatives, the document frequently references the 2003 agreements between SCWA and the Aerojet General and McDonnell Douglas-Boeing Corporations, respectively, and a 2004 agreement between SCWA and the Golden State Water Company. These three agreements have been terminated and the references are no longer applicable.

The City of Rancho Cordova ("City") General Plan Policy ISF.2.4 states in part:

"Ensure that water supply and delivery systems are available in time to meet the demand created by new development"

and provides for implementation of this policy by Action ISF 2.4.1 and Action ISF 2.4.2:

"The following shall be required for project-specific discretionary land-use entitlements and approvals including, but not limited to, all tentative subdivision maps, parcel maps, or use permits. . . . an assured water supply and delivery system shall be available or reasonably foreseeable at the time of project approval Prior to recordation of any final subdivision map, or prior to City approval of any similar project-specific discretionary land use approval or entitlement required for nonresidential uses, the project applicant or water provider shall demonstrate the availability of a long-term, reliable water supply for the amount of development that would be authorized Such demonstration shall consist of a written certification from the water provider that either existing sources are available or that needed improvements will be in place prior to occupancy."

"Managing Tomorrow's Water Today"

Main: 827 7th St., Rm. 301, Sacramento, CA 95814 • (916) 874-6851 • fax (916) 874-8693 • www.scwa.net
Facilities Operations & Admin.: 3847 Branch Center Rd. #1, Sacramento, CA 95827 • (916) 875-RAIN • fax (916) 875-6884
Elk Grove Office: 9280 W. Stockton Blvd., Suite 220, Elk Grove, CA 95758 • (916) 875-RAIN • fax (916) 875-4046

Accordingly, SCWA requires the following conditions on any and all development entitlements necessary for any portion of the Rio Del Oro Specific Plan Project in order to assure that a reliable supply of water can be provided in a timely fashion consistent with the City's General Plan policies:

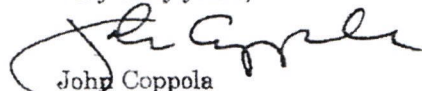
1. Subdivision maps, including large lot maps and parcel maps, shall not be recorded until SCWA has executed a remediated water supply agreement with the Aerojet General Corporation.
2. A non-potable water supply system shall be provided for all development in the Rio del Oro Specific Plan area to the satisfaction of SCWA.
3. Subdivision maps, including large lot maps and parcel maps, shall not be recorded until SCWA has approved a CEQA-compliant document for the North Service Area Pipeline Project or has made a written determination that a reliable water supply is available.
4. Tentative subdivision maps, including large lot maps and parcel maps, shall not be approved until SCWA has executed reservation agreements for the acquisition of sites suitable and necessary for the construction of storage tanks, pump stations, and all other facilities required to provide potable and non-potable water supply, as determined by SCWA.
5. Subdivision maps, including large lot maps and parcel maps, in the California-American Water Company franchise area shall not be recorded until SCWA has executed a wholesale water service agreement with California-American or until SCWA provides written verification of alternative reliable water service.

Please note that Conditions No. 1, 3, and 5 require that the condition be met in order for final maps to record; with respect to Condition No. 4, it is essential to identify specific sites before a tentative map is approved.

These conditions are necessary in order for SCWA to assure that a reliable water supply can be provided in a timely fashion to meet the projected water demands of the Rio Del Oro Specific Plan development. Compliance with these conditions will be required in order for SCWA to provide both Will-Serve Letters to the State Department of Real Estate and a Written Verification of the Availability of a Sufficient Water Supply pursuant to the California Water Code (SB 221). Furthermore, these conditions support the City's General Plan Natural Resource Policies NR.5.1, NR.5.2, and NR.5.4, which address water conservation, water recycling, and the remedy of existing groundwater contamination.

Thank you again for the opportunity to comment on this matter.

Very truly yours,



John Coppola
Principal Civil Engineer
Sacramento County Water Agency

cc: Kathleen Dadey, U.S. Army C.O.E.
David Hatch, Aerojet General Corp.
Russ Davis, Elliott Homes



Insert Appendix W – June 10, 2010 letter from Keith DeVore, Director, Sacramento County Water Agency to Cyrus Abhar, Public Works Director, City of Rancho Cordova

Municipal Services Agency

Department of Water Resources

Keith DeVore, Director



Steven C. Szalay,
Interim County Executive

Paul J. Hahn, Administrator

County of Sacramento

June 10, 2010

Cyrus Abhar
Public Works Director
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Subject: Rio Del Oro Water Supply

Dear Mr. Abhar:

As stipulated in the recently executed Agreement Between Sacramento County, Sacramento County Water Agency and Aerojet-General Corporation With Respect to Transfer of GET Water (County/Aerojet Agreement), Sacramento County (County) is obligated to notify the City of Rancho Cordova (City) that 8,900 acre-feet of water has been transferred by Aerojet to the Sacramento County Water Agency (SCWA). This transferred water will provide SCWA sufficient water to supply the Rio Del Oro project, as currently defined in the current project application to the City. If the project description changes and associated water demands increase, additional water may need to be identified by the project proponent. If demands decrease, the additional water is the property of SCWA and will be available for use elsewhere in the SCWA system.

In a July 3, 2008 letter, SCWA provided comments on the Rio Del Oro Specific Plan Recirculated Draft Environmental Impact Report, which stated that five conditions were to be met in order to assure that a reliable supply of water can be provided in a timely fashion for this project. The first condition requiring the execution of a remediated water supply agreement between SCWA and Aerojet has been met by the execution of the previously discussed SCWA-Aerojet Agreement. The other four conditions included in this letter still stand and must be met prior to Tier 2 approvals. SCWA will work with City staff to ensure compliance with these conditions.

The executed County-Aerojet Agreement addresses the quantity of water needed to supply development in the Rio Del Oro project, which is sufficient for Tier 1 entitlements, but it does not address the infrastructure required to eventually distribute the water to future customers. The infrastructure plan will be developed and financing issues will be

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Drainage Operations & Maint.: 3847 Branch Center Rd. #4, Sacramento, CA 95827 • (916) 875-RAIN • fax (916) 875-7160

Cyrus Abhar
June 10, 2010
Page 2

addressed in coordination with City and SCWA staff prior to issuance of Tier 2 entitlements.

If you have any questions, please contact Kerry Schmitz at (916) 874-4681.

Sincerely,



Keith DeVore, Director
Sacramento County Water Agency

Attachment: Agreement Between Sacramento County, Sacramento County Water Agency
and Aerojet-General Corporation With Respect to Transfer of GET Water

cc: Herb Niederberger, Kerry Schmitz, Darrell Eck - SCWA
David Hatch - Aerojet
Paul Junker - City of Rancho Cordova

Insert Appendix X – July 29, 2005 letter from Ernest Gisler, Southern California Water Company to Russell Davis, Elliott Homes.



Southern California

WATER COMPANY

A Subsidiary of American States Water Company

RECEIVED

AUG - 2 2005

Elliott Homes Inc.

July 29, 2005

Mr. Russell E. Davis
Vice President
Elliott Homes
80 Iron Point Circle
Suite 110
Folsom, CA 95630-8574

RIO DEL ORO

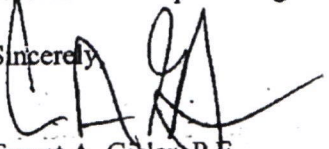
Dear Russ:

In response to your request for interim water supply necessary to provide water service to your initial phase of your Rio del Oro project located within the City of Rancho Cordova, Southern California Water Company (SCWC) is pleased to inform you that we can accommodate your request. Our ability to provide water supply is predicated on our assessment of our available water resources and the projected demands required of your initial phase of Rio del Oro.

It is our understanding the initial phase of Rio del Oro consists of approximately 600 single family residential dwelling units on approximately 120 acres of land bound by White Rock Road on the north and lying approximately 0.6 miles east of Sunrise Boulevard. The duration for which interim water supply will be provide is until such time that the designated long-term water service provider, Sacramento County Water Agency (SCWA), has facilities in place to adequately provide long-term water supply.

At your request, we will be happy to sit down with you to discuss the steps necessary for preparing a feasibility study to identify the necessary facilities and estimated costs associated with providing water service to the initial phase of Rio del Oro.

Sincerely,


Ernest A. Gisler, P.E.
Engineering & Planning Manager

C.: Roland S. Tanner
Paul T Schubert

MEMORANDUM



DATE: September 7, 2010

TO: Honorable Mayor and Council Members

FROM: Joe Chinn, Assistant City Manager

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE FIRST AMENDMENT AND RESTATEMENT OF MEMORANDUM OF UNDERSTANDING (MOU) AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA (CITY) AND THE CORDOVA RECREATION AND PARK DISTRICT (PARK DISTRICT) TO INCREASE THE PARK RENOVATION FEE ALLOCATION FOR PARKS TO \$2,500,000

RECOMMENDATION

Adopt Resolution No. 110-2010.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City to reimburse CRPD for costs incurred to renovate Rancho Cordova parks and implements proposed improvements at existing parks throughout the City. The first amendment to the MOU increases the amount of park renovation fee funding from \$1,000,000 to \$2,500,000 for six park projects; therefore, requires approval by the City Council.

BACKGROUND

The City of Rancho Cordova (City) has entered into a number of development agreements since its incorporation in 2003. The City development agreements include a provision in which the developer agrees to pay the City a fee which the City will use to renovate, repair, improve, or maintain existing parks in the City. The City has collected over \$2,500,000 of these park renovation fees.

On February 2, 2006, the City entered into an agreement with the Park District for the completion of three conceptual master plans in the amount of \$500,000 and Americans with Disabilities Act (ADA) remediation projects in six neighborhood parks located in the City in the amount of \$500,000, for a total of \$1,000,000 of projects.

Since the Memorandum of Understanding (MOU) was entered into, the City and the Park District have met frequently to discuss possible changes to the projects to: 1) repurpose some of the funds to other projects; and 2) appropriate additional funds that have since been collected. These changes will allow the Park District, in partnership with the City, to

complete projects that are more construction-oriented than planning-oriented and will more adequately and immediately serve the residents of the City.

The Park District has worked with staff to develop a revised MOU which reflects the move towards construction-oriented projects. These projects and amounts are as follows:

1. Conceptual Master Plan for the renovation of Dave Roberts Community Park and the Lincoln Village Park in the amount of \$92,082. This work was completed and funded under the original MOU and reflects both a reduction in the number of conceptual master plans to be completed and a total cost reduction of \$407,918.
2. American's with Disabilities Act (ADA) remediation projects in six (6) neighborhood parks located in the City in the amount of \$600,000 of which construction renovation of five of the six projects is complete. This project has been partially completed under the original MOU and includes a \$100,000 budget increase.
3. Mather Sports Center Phase II Improvements, including but not limited to the development of a second soccer field, parking lot, and landscape improvements in the amount of \$425,000 out of a total project costing \$1.85 million. This is a new project which was not included in the original MOU between the City and the Park District.
4. White Rock Park Renovation in the amount of \$1,000,000 out of a total project costing \$3.63 million. This project includes: a 2,500 square foot neighborhood center building; an aquatics complex consisting of a large interactive spray-ground; free-standing mechanical room; new play area with a tot lot, youth play apparatus and discovery play facility; large shade structure; three basketball courts; renovation of the existing tennis courts; and landscape improvements. This is a new project which was not included in the original MOU between the City and the Park District.
5. Strategic Master Plan in the amount of \$50,000, of which \$10,000 has already been funded under a separate agreement between the City and the Park District. The remaining \$40,000 contribution will only be payable if a draft of the Master Plan is delivered to the City Council by February 28, 2011.
6. Hagan Park Picnic Pavilion, which may generally include shade structure(s), sink(s), picnic tables, drinking fountain(s) and barbeque(s) in the amount of \$300,000. This is a new project which was not included in the original MOU between the City and the Park District.

The total park renovation fees identified above for the projects described in the first amendment is \$2,467,082 of which \$581,092 has already been expended under the original MOU.

ANALYSIS AND MEMORANDUM OF UNDERSTANDING (MOU) TERMS

This resolution and agreement are necessary to construct the improvements to the existing parks listed above. The City and Park District enter into this agreement for the

construction in these existing parks to improve and protect the quality of life and recreation in the City. The proposed resolution authorizes the City Manager to sign the attached first amendment of the MOU in the amount of \$2,500,000 between the City and the Park District for reimbursement of costs incurred to renovate parks within the City. The amounts described above are estimates and therefore a variance of +/- ten percent for each project is acceptable as long as the total amount of park renovation fees subject to the amendment does not exceed \$2,500,000. This amendment shall terminate on April 30, 2012, or once all of the projects are complete, whichever is earlier.

To ensure timely completion of projects, the agreement provides the City the ability to advance the Park District up to seventy-five percent (75%) of an individual project's renovation fee funded estimate for the Mather Sports Center Improvements, White Rock Park Renovations and the Hagan Park Picnic Pavilion projects, as a working capital advance. Prior to receiving the working capital advance, the Park District shall provide the City with a copy of the contract for the project which the advance will be used for. The Park District has the ability to request a working capital advance for up to two contracts for each project but, in no circumstance can the aggregate amount of the advances exceed seventy-five percent (75%) of the projects park renovation fee funded portion as stated above.

The MOU and attached exhibits provides the City with a design, detailed scope of work and budget including a general description of each project. The Park District shall, on a monthly basis, send the City an invoice that details, by project, the costs and particular services that have been provided by the Park District. The City shall disburse funds to the Park District within 30 days of receipt of a written invoice from the Park District. The City may refuse to disburse funds if it concludes that a project was not completed pursuant to the scope, budget, and other terms as described in the MOU.

If the cost of the project is greater than the budget provided in the agreement, the Park District shall submit a budget modification request to the City for review and approval or disapproval. The City has the right to deny any project cost in excess of the amount approved by the MOU for the project. The Parties will meet and confer to discuss any budget modification request before the City decides whether to approve or disapprove the changes in the cost of the project.

This resolution also acknowledges that the City intends to pay for staff and consultant costs associated with the entering into and administration of the MOU out of the Park Renovation Special Revenue Fund.

ATTACHMENT

Resolution No. 110-2010 including **(Exhibit 1)** First Amendment to Memorandum of Understanding.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 110-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO REIMBURSE THE CORDOVA RECREATION AND
PARK DISTRICT FOR COSTS INCURRED TO RENOVATE RANCHO CORDOVA PARKS**

WHEREAS, the City of Rancho Cordova (City) was incorporated on the expectation that it would provide outstanding public amenities throughout the community, including within the newly developed areas; and

WHEREAS, the City has entered into a number of development agreements since its incorporation in 2003 which include a provision in which the developer agrees to pay the City a fee which the City will use to renovate, repair, improve, or maintain existing parks in the City; and

WHEREAS, the City has already collected over \$2,500,000 of these park renovation fees; and

WHEREAS, on February 6, 2006, the City entered into a Memorandum of Understanding (MOU) with the Cordova Recreation and Park District (Park District) for the implementation of the City Council's initial conceptual approval of four (4) projects to improve existing parks; and

WHEREAS, the City and the Park District have met since the MOU was entered into in order to discuss changes to the agreement which would allow the Park District to complete projects that are more construction oriented than planning oriented and will more adequately and immediately serve the residents of the City; and

WHEREAS, the first amendment to the MOU between the City and the Park District increases the amount of park renovation fee funding from \$1,000,000 to \$2,500,000, and therefore requires approval by the City Council; and

WHEREAS, the City will pay for any staff and consultant costs associated with the entering into and administration of this agreement out of the Park Renovation Special Revenue Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to sign the First Amendment and Restatement of Memorandum of Understanding (MOU) (**Exhibit 1**) between the City and the Park District setting forth the terms for the spending of up to \$2,500,000 in park renovation fees on six (6) identified park projects described in the MOU and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Ken Cooley, Mayor

Mindy Cuppy, City Clerk

**FIRST AMENDMENT AND RESTATEMENT OF
MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA
AND THE CORDOVA RECREATION AND PARK DISTRICT**

This First Amendment to and Restatement of the Memorandum of Understanding and Cooperative Agreement ("Amendment" or "Agreement") by and between the City of Rancho Cordova ("City"), a municipal corporation, and the Cordova Recreation and Park District ("Park District"), a special district organized and operating pursuant to the statutes of the State of California (Public Resources Code Section 5780, et seq.), together the City and the Park District are the "Parties", is entered into this ___ day of _____, 2010 based on the facts and for the purposes set forth in the following recitals.

RECITALS

- A. The vision of the City Council and its partners in the development community is that new development in Rancho Cordova will improve the lives of the City's existing residents.
- B. Rancho Cordova has entered into a number of development agreements since its incorporation in 2003.
- C. Rancho Cordova's development agreements include a provision in which the developer agrees to pay the City a fee which the City will use to renovate, repair, improve, or maintain existing parks in the City.
- D. At its meeting on February 6, 2006, the City Council authorized City staff to provide the Park District with \$1,000,000 of the money collected from park renovation fees to spend to complete the following Projects:
 - 1. Conceptual Master Plan for the renovation of Hagan Community Park, of which the Cordova Community Pool Complex is an integral component, in the amount of \$250,000.
 - 2. Conceptual Master Plan for the renovation of Dave Roberts Community Park in the amount of \$120,000.
 - 3. Conceptual Master Plan for the renovation of Lincoln Village Community Park in the amount of \$130,000.
 - 4. Americans with Disabilities Act remediation project in six neighborhood parks located in the City of Rancho Cordova in the amount of \$500,000.
- E. On February 6, 2006, the City and the Park District entered into a Memorandum of Understanding, Contract 161-2006, ("MOU") specifying how funds collected for existing park renovations would be spent for the four (4) projects.
- F. Since the MOU was entered into, the Parties have met frequently to discuss possible changes to the four (4) projects identified above in order to: 1) repurpose some of the funds to other projects; and 2) appropriate additional funds that have since been collected. This will allow the Park District, in partnership with the City, to complete projects that are more construction oriented than planning oriented and will more adequately and immediately serve the residents of the City.
- G. The MOU accomplished the goals of the City Council by authorizing fees generated by the City's partnership with developers of new housing in the City to be spent on improving existing parks for the residents in existing neighborhoods of Rancho Cordova.

- H. The City and the Park District wish to enter into this Agreement amending and restating the MOU ("Amendment" or "Agreement") in order to achieve greater benefit for the City's residents by changing and increasing the allocation of collected fees to certain projects.
- I. The City, Park District, and developer partners are pleased to be spending this money to improve and protect the quality of life and recreation in the City.

AGREEMENT:

NOW, THEREFORE, in consideration of the provisions of this Amendment, both the City and the Park District agree to amend and restate the MOU as follows:

- 1. **Projects.** The funds that are the subject of this Amendment shall be used by the Park District exclusively for the completion of the following six (6) Projects:

- A. Conceptual Master Plan for the renovation of Dave Roberts Community Park in the amount of \$74,528 and \$17,554 for work on the Conceptual Master Plan for the renovation of Lincoln Village Community Park, for a total project cost of \$92,082.

The Dave Roberts Community Park Conceptual Master Plan project is complete and attached hereto as **Exhibit A**. Invoices and payments were received and processed to the satisfaction of both parties.

- B. Americans with Disabilities Act remediation project in six neighborhood parks located in the City of Rancho Cordova in the amount of \$600,000, as described in **Exhibit B** of this Agreement.

- | | | |
|------------------|---------------------|----------------------------|
| 1. Ahlstrom Park | 3. Countryside Park | 5. Larchmont-Rossmoor Park |
| 2. Taylor Park | 4. Sunriver Park | 6. Federspiel Park |

This project is partially complete. Construction renovation for Parks 1-5 is complete and Park District has satisfactorily invoiced and the City has paid for a portion of the work totaling \$479,009.97. Invoice for the balance of work for Parks 1-5 is pending. Federspiel Park is pending.

- C. Mather Sports Center Phase II Improvements, including but not limited to the development of a second soccer field, parking lot, and landscape improvements in the amount of \$425,000, as further described in **Exhibit C** of this Agreement.
- D. White Rock Park Renovation, as described in **Exhibit D** of this Agreement, in the amount of \$1,000,000.
- E. Strategic Master Plan in the total amount of \$50,000, of which \$10,000 was already paid upon completion of interviews of City staff and elected officials. The total sum of \$50,000 is less than or equal to the cost of the portion of the Strategic Master Plan that will benefit "Riverside" Rancho Cordova. This contribution is intended to require the park District to complete the Master Plan. The remaining \$40,000 contribution will only be payable if a draft of the Master Plan is delivered to the City Council by February 28, 2011.

- F. Hagan Park Picnic Pavilion which may generally include shade structure(s), sink(s), picnic tables, drinking fountain, and barbeque(s) in the amount of \$300,000, as further described in **Exhibit F** of this Agreement.

2. **Project Costs.**

It is acknowledged the amounts listed in Section 1 are estimates and therefore a variance of +/- ten percent (10%) for each individual Project is acceptable and does not require separate action or amendment. However, the total amount of Park Renovation Fees subject to the provisions of this Amendment shall not exceed \$2,500,000, unless otherwise amended.

3. **Working Capital Advance.**

Acknowledging Park District concerns of cash flow and to ensure timely completion of Projects, the City may advance the Park District up to seventy-five percent (75%) of the individual Project estimate for the Projects identified under Sections 1(C), 1(D) and 1(F) of this Agreement as working capital. Prior to receiving the working capital advance, the Park District shall provide the City with a copy of the contract for the Project which the advance will be used for. If these Projects involve several contracts, the Park District shall be able to request a working capital advance for up to two contracts for each Project, however, under no circumstances can the aggregate amount of advances per Project exceed seventy-five percent (75%) of the Project's park renovation fee funded portion as stated in Section 1.

Should the City make said advance, the Park District shall complete the project within twenty-four (24) months or other mutually agreed upon timeframe.

4. **Requirements Prior to Release of Funds.**

- A. By execution of this Agreement, the City Council approves the design, detailed scope of work and budget for each individual Project and approves the release of funds for such Projects consistent with the terms of this Agreement. The information provided in this Agreement and its Exhibits includes the design, detailed scope of work and budget for each Project. In addition to the requirements under this Agreement, the Park District shall be responsible for complying with all City Municipal Codes, including design review if applicable.
- B. Upon execution of this Agreement, the City shall encumber ("i.e. reserve) the approved amount of \$2,500,000 from the Park Renovation Fee Special Revenue Fund. The Park District acknowledges that the City is removing a reasonable sum from the Park Renovation Fee Special Revenue Fund to pay for its overhead and staff time relating to this Amendment.
- C. All disbursements, except for working capital advances, shall be based on direct hourly costs including benefits for consultants and staff and shall exclude any Park District overhead or administration charges. The Park District hourly rates by staff position are included in Exhibit G. Upon the start of each individual Project, the Park District shall, on a monthly basis, send the City an invoice that details by Project the costs and particular services that have been provided by the Park District's employees, agents, contractors, and/or consultants, including a history of prior

payments and working capital advance(s). Except as provided in Sections 3 and 5, the City shall disburse funds to the Park District within thirty (30) days of receipt of a written invoice from the Park District for services related to the Project. Other than working capital advances, all disbursements shall be based on actual cost. City disbursements shall be to the Park District; the City shall not directly pay employees, agents, contractors or consultants of the Park District.

5. **Final Disbursement.**

The City shall not disburse the final 10% of the total sum due for each Project pursuant to this Agreement until City staff or consultant determine that the Project was completed pursuant to the design, scope, budget, and other terms provided by the Park District to the City pursuant to Section 4 and approved by the City Council pursuant to Section 4(A) above, and as required by Section 6(B) of this Agreement.

6. **Records Keeping and Auditing of Park District Activities.**

A. The Park District is required to maintain the following records associated with each Project ("Records"):

1. Timesheets;
2. Expense reports;
3. As-Built Plans or Diagrams that show the actual technical specifications of the Project as constructed indicating any changes from the Project as designed (specific to construction projects); and
4. Any other information and records necessary for the City to verify that the Project was completed pursuant to the scope, budget, and other terms provided by the Park District to the City pursuant to Section 4 and Exhibits A-F.

B. Upon the completion of each Project, the Park District shall provide the Records to the City. The City shall review the Records, conduct field inspections, and perform other investigations it deems necessary to determine whether or not a Project was completed pursuant to the scope, budget, and other terms provided by the Park District to the City pursuant to Section 4 and Exhibits A-F. Within forty-five (45) days from receipt of the Records, the City shall complete its review determining whether the Project was completed pursuant to the terms provided by the Park District and provide the Park District with written notification as to whether the Project has been completed consistent with the requirements of this Agreement. Pursuant to Section 5 of this Agreement, this determination and approval is required prior to the final disbursement of funds for each Project.

C. The City may refuse to disburse funds for additional Projects if it concludes that a Project was not completed pursuant to the scope, budget, and other terms provided by the Park District to the City pursuant to Section 4 and Exhibits A-F of this Agreement. Such a determination generally shall be provided by the City to the Park District within thirty (30) days of the City's receipt of the Records based on the City Manager's review of the Records of the Project and any other information. If the City decides to refuse disbursement of funds due to information other than the Records

provided by the Park District, the City shall provide the information to the Park District and give the Park District an opportunity to respond.

- D. As required by California Government Code Section 8546.7 this Amendment shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

7. **Budget.**

- A. The City shall disburse the amounts specified in Section 1 (A-F) for each Project within a variance of +/- ten percent (10%). The total of all disbursements shall not exceed \$2,500,000 without amendment as described herein.
- B. If the cost of an individual Project is greater than the budget included in Section 1 or in Exhibits A-F of this Agreement, or other previously approved budget increase, and the District intends to request a budget increase from the City, the Park District shall submit a budget modification request to the City for review and approval or disapproval. The City has the right to deny any Project cost in excess of the amount approved in this Agreement for the Project.
- C. The Parties shall meet and confer to discuss any budget modification requests before the City decides whether to approve or disapprove the change in the cost of the Project.
- D. No budget modification shall be approved unless sufficient funds exist in the Park Renovation Fee Special Revenue Fund.

8. **Status of Park District.**

The City of Rancho Cordova is a municipal corporation and the Park District is a special district organized and operating pursuant to the statutes of the State of California (Public Resources Code Section 5780, et seq.). The Parties are thus separate legal entities. The Park District is not an independent contractor, agent, or employee of the City. The City shall have the right to control the Park District only with respect to the Park District's services undertaken pursuant to this Agreement. Further, the Park District is not an agent of the City. The Park District shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever.

9. **Term.**

This Amendment shall terminate on April 30, 2012, or the completion of all the projects identified under Section 1 of this Agreement to the satisfaction of the City, whichever date is earlier. This Agreement does not constitute the permanent terms or agreement for future Projects.

10. **Indemnification.**

The City shall indemnify, defend, and hold harmless the Park District, its officers agents employees, and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees,

arising out of or resulting from the performance of this Agreement, caused by any negligent or willful act or omission of the City, its officers, agents employees, or anyone directly or indirectly acting on behalf of the City, regardless of whether caused in part by a party indemnified hereunder.

The Park District shall indemnify, defend, and hold harmless the City, its officers agents employees, and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused by any negligent or willful act or omission of the Park District, its officers, agents employees, or anyone directly or indirectly acting on behalf of the Park District, regardless of whether caused in part by a party indemnified hereunder.

11. **Miscellaneous.**

A. **Dispute Resolution and Opportunity to Cure.**

Prior to filing suit for any claim under this Agreement for any alleged breach, the aggrieved Party shall first give the other Party an opportunity to cure the alleged breach by sending written notice to the breaching party and giving the breaching party a minimum of thirty (30) days from the receipt of notice to cure the alleged violation.

B. **Prevailing Wages.**

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by the Park District's contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the City Clerk.

C. **Other Governmental Regulations.**

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, the Park District and its agents, consultants, employees, and volunteers shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

D. **CEQA.**

Prior to construction or renovation of any parks or open space related facilities, the Park District shall prepare any and all documents required by the California Environmental Quality Act ("CEQA") and other applicable laws.

E. Nondiscrimination and Equal Opportunity.

The Park District shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by the Park District under this Agreement. The Park District shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of the Park District thereby.

F. Venue.

In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

G. Attorneys' Fees.

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

H. Amendments.

The Parties may amend this Agreement only by a writing signed by both parties.

I. Entire Understanding.

This Agreement constitutes the entire understanding between the City and the Park District regarding the subject matter of this Agreement.

J. Notices.

Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To PARK DISTRICT:

Cordova Recreation and Park District
Attention: District Administrator
2197 Chase Drive
Rancho Cordova, CA 95670

To CITY:

City of Rancho Cordova
Attention: City Manager
2729 Prospect Park Drive
Rancho Cordova, CA 95670

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into as of the date and year first above written.

City of Rancho Cordova:

By: _____
Ted A. Gaebler, City Manager

Date: _____

Attest:

By: _____
Mindy Cuppy, City Clerk

Date: _____

Approved as to Form:

By: _____
Adam U. Lindgren, City Attorney

Date: _____

Cordova Recreation and Park District:

By: _____
David Edmonds, Administrator/CEO

Date: _____

Approved as to Form:

By: _____
David McMurchie, Legal Counsel

Date: _____

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA
AND THE CORDOVA RECREATION AND PARK DISTRICT**

EXHIBITS

EXHIBIT A

DAVE ROBERTS PARK CONCEPTUAL MASTER PLAN (EXHIBIT A)

Project Description:

Dave Roberts Park is due for renovation. In order to address community needs, CRPD has completed a Master Plan. This Master Plan will allow the District to pursue grant opportunities for construction. The conceptual Master Plan addresses circulation and recreational needs. It includes new pathway alignments, soccer field, parking areas, tennis court and other sport facilities. The total engineer's estimate for construction exceeds six million dollars.

Additional Considerations:

Funding is not currently available for construction.

Timeline:

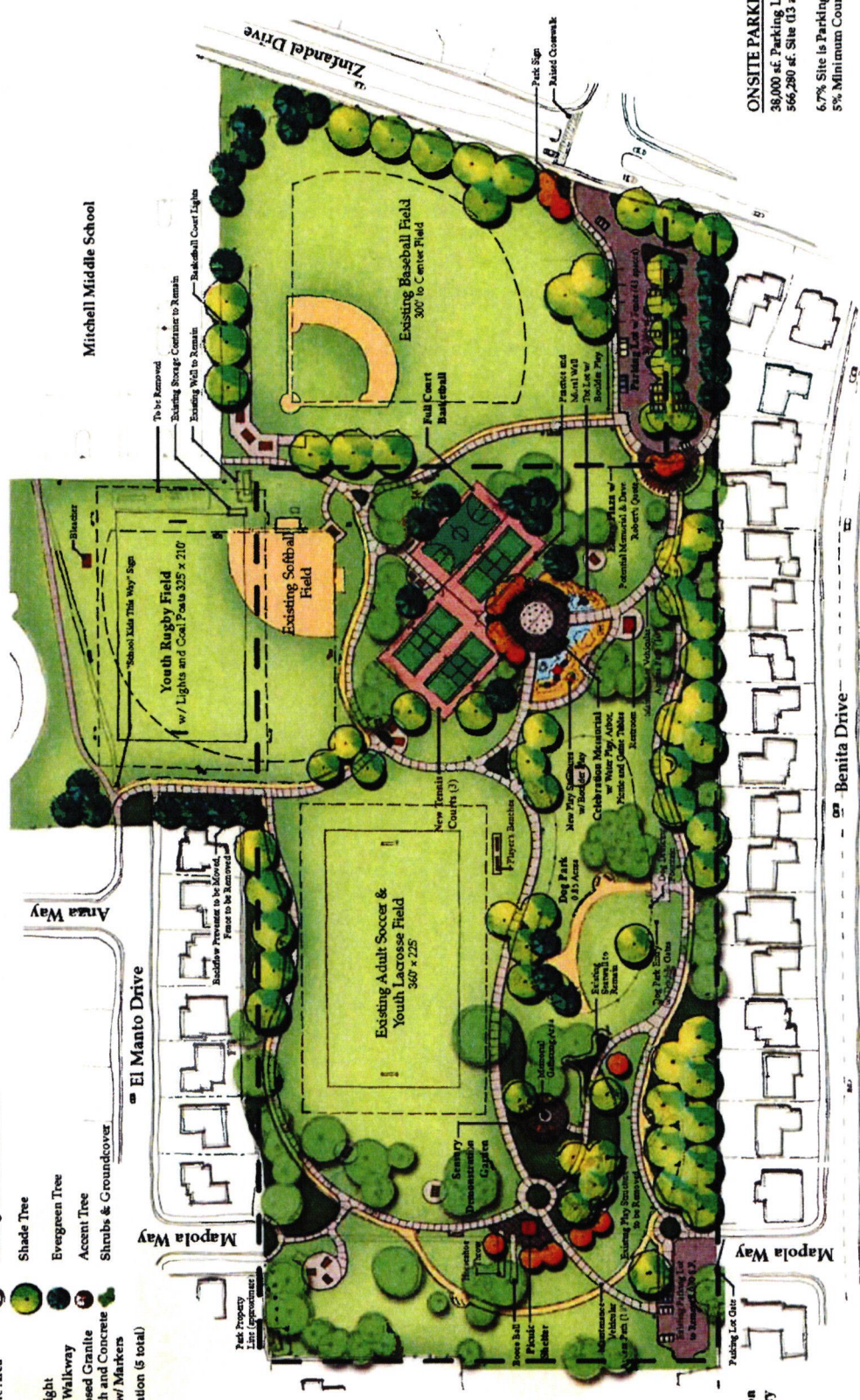
Master Plan completed
Final Project Costs = \$ 74,528.00

Final Master Plan

January 23, 2008

LEGEND

- Single Picnic Area
- Group Picnic Area
- Bench
- Walkway Light
- Concrete Walkway
- Decomposed Granite
- Jogging Path and Concrete
- Mowband w/ Markers
- Exercise Station (5 total)
- Existing Tree to Remain
- Existing Tree to be Removed
- Shade Tree
- Evergreen Tree
- Accent Tree
- Shrubs & Groundcover



ONSITE PARKING
 38,000 sf. Parking Lots
 566,280 sf. Site (13 acres)
 6.7% Site is Parking Lot
 5% Minimum County Standard



Dave Roberts Community Park

Cordova Recreation and
 Park District

Callander Associates

Landscape Architecture
 Park and Recreation Design
 Community Outreach

On 1/23/08 Dave Roberts Park Emergency Plan 2008 Callander Associates Landscape Architecture, Inc.

AMERICANS WITH DISABILITIES ACT REMEDIATION PROJECT

Exhibit B

AMERICANS WITH DISABILITIES ACT REMEDIATION PROJECT (EXHIBIT B)

Project Description:

On February 6, 2006, the CRPD entered into a Memorandum of Understanding and Cooperative Agreement (MOU) with the City of Rancho Cordova (City) to provide Americans with Disabilities Act (ADA) remediation within six (6) Rancho Cordova neighborhood parks. Five parks (Ahlstrom, Countryside, Taylor, Larchmont/Rossmoor and Sunriver) were renovated with these funds. Much of the work completed thus far includes new pathways, improved access to play equipment, new furnishings and new connections to City sidewalks. Sunriver Park required additional improvements because of the prominence as an American River Trail system access point, and the need for updated play equipment. Plans for Federspiel Park are completed. CRPD Staff reassessed the needs for Federspiel Park from the original plan set and determined the need for additional funding.

The plans and specifications for Federspiel Park include the following: 1) replacement of the existing asphalt pathways with ADA compliant concrete pathways; 2) installation of ADA access to the existing playground; 3) replacement irrigation, landscaping, picnic tables, trash receptacles, a BBQ, play area mulch and an ADA accessible drinking fountain.

Additional Considerations:

Parking lot will undergo renovation when and if the existing storage building is demolished or when additional funds become available.

Timeline:

1. Plans and Specifications:	Winter 2010 / 2011
2. Approvals and Permitting:	Spring 2011
3. Project Construction:	Summer 2011
4. Anticipated Final Completion:	Fall 2011

Progress to Date:

Ahlstrom – Complete	Larchmont / Rossmoor – Complete
Countryside – Complete	Sunriver – Complete
Taylor – Complete	Federspiel – Basic Improvement Plans

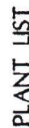
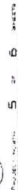


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Year	Number of cases	Number of deaths
1990	1,000	100
1991	1,100	110
1992	1,200	120
1993	1,300	130
1994	1,400	140
1995	1,500	150
1996	1,600	160
1997	1,700	170
1998	1,800	180
1999	1,900	190
2000	2,000	200
2001	2,100	210
2002	2,200	220
2003	2,300	230
2004	2,400	240
2005	2,500	250
2006	2,600	260
2007	2,700	270
2008	2,800	280
2009	2,900	290
2010	3,000	300
2011	3,100	310
2012	3,200	320
2013	3,300	330
2014	3,400	340
2015	3,500	350
2016	3,600	360
2017	3,700	370
2018	3,800	380
2019	3,900	390
2020	4,000	400

GRADING LEGEND

doi:10.1017/S0022292412001916

	DATE	BY	REMARKS
	6-10-78	J. H. B.	...

GATES & ASSOCIATES
LANDSCAPE ARCHITECTURE
LAND PLANNING 1180 MAIN AVENUE
EAST APT. 11, NEWARK, NEW JERSEY 07102
TELEPHONE 201-761-0000 FAX 201-761-0001

**TAYLOR
PARK**

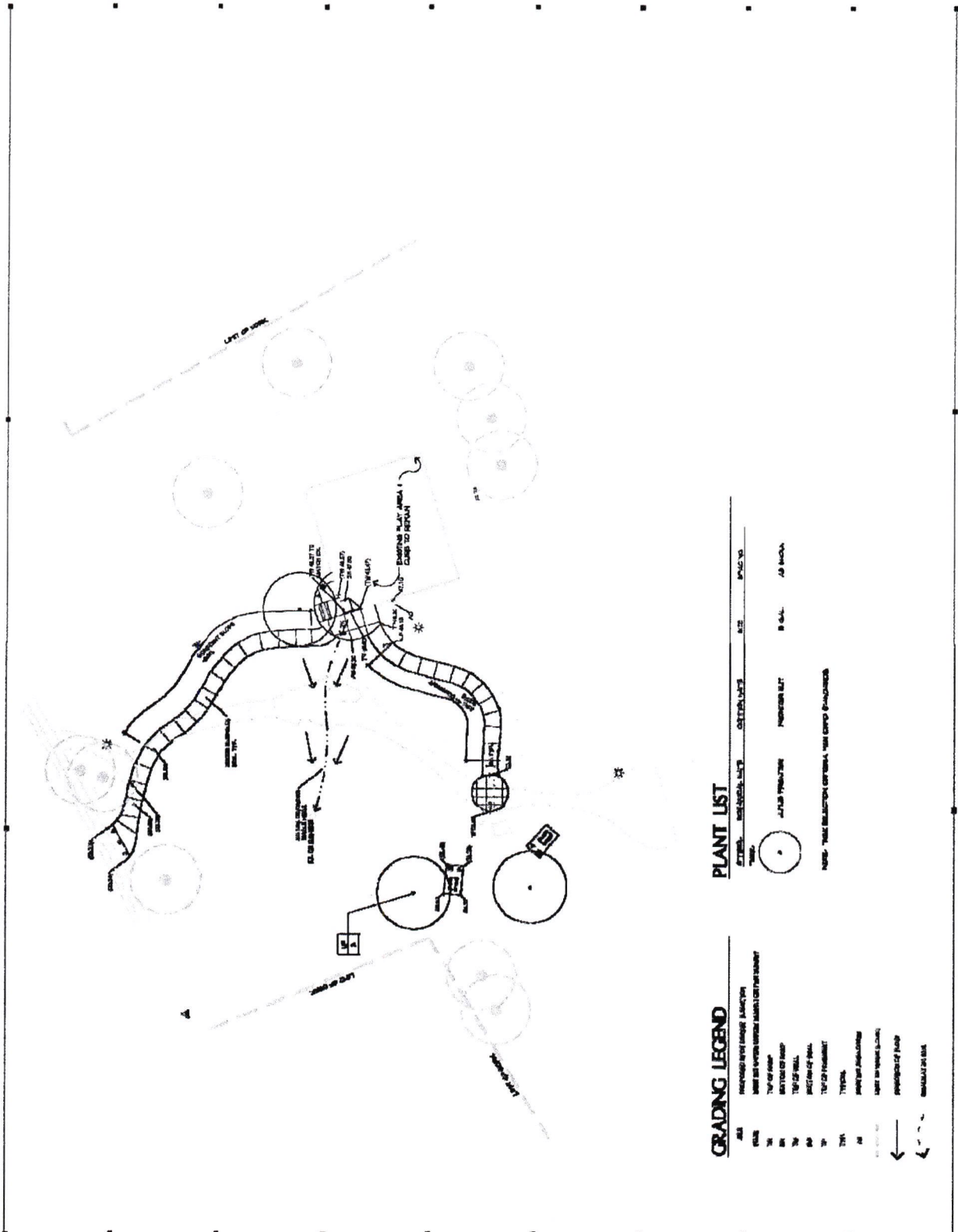
RANCHO BORRERO, CA

[illegible][illegible]

**GRADING AND
PLANTING PLAN**

71.3

DATE: 12/1/2014 10:10:10 AM



GRADING LEGEND

1990-1991 season
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 2534-2535 season

PLANT LIST

WATERWAY CLASS AND THE VESSEL'S HOLDING PERMIT - 2004			
WATERWAY	TYPE	17th DISTRICT	18th DISTRICT
LA 7004	200	LA 7004-200	LA 7004-200

Americans with Disabilities Act Remediation Project (Exhibit B)
Based on current construction drawings*

8/27/2010

	Total Cost
ENGINEER'S ESTIMATE CONSTRUCTION (FEDERSPEIL)	
6' Temporary Construction Fence:	\$1,600.00
Construction Sign:	\$500.00
Demolition:	\$1,600.00
Irrigation:	\$1,000.00
Landscaping:	\$1,100.00
Concrete:	\$30,000.00
Play Area Fibar:	\$900.00
Picnic Tables:	\$6,000.00
Trash Receptacles:	\$3,000.00
BBQ:	\$1,900.00
Bollards:	\$1,220.00
Drinking Fountain:	\$6,000.00
Estimated Construction Costs:	\$54,820.00
DESIGN, ADMINISTRATION AND CONTINGENCY	
Contract Admin (2%)	\$1,000.00
Construction Contingency (5%)	\$2,753.40
Construction Management (3%)	\$1,644.60
Design, Administration and Contingency Total	\$4,398.00
Total Engineer's Estimate	\$60,218.00
PREVIOUS ADA WORK	
All Previous ADA Work on Six Parks	\$ 594,244.00
Total Expenditures - Six ADA Parks Project	\$ 654,462.00
Park Maintenance & Recreation Improvement District Funds	\$ 54,462.00
Park Renovation Fees	\$ 600,000.00
Total Revenue - Six ADA Parks Project	\$ 654,462.00

*Estimates are based on current drawings that may require additional revision. Final costs will be produced when bids are received.

MATHER SPORTS CENTER PHASE II
3755 SCHRIEVER AVENUE RANCHO CORDOVA, CALIFORNIA

Exhibit C

MATHER SPORTS CENTER PHASE II (EXHIBIT C)

Project Description:

The CRPD Board of Directors approved a Purchase Sale Agreement between CRPD and Jackson Properties for Parcel 2-A; a 2.3 acre parcel within the Mather Specific Plan Area on March 14, 2007. The parcel is located on Schriever Avenue adjacent to an existing soccer field owned by CRPD. The purchase of this parcel allowed the District to consider the construction of an additional full-sized soccer field within the Mather Sports Center complex.

The community has need of an additional soccer facility. A synthetic field maximizes playability and durability with heavy use. By developing an additional synthetic soccer field at the Mather Sports Complex, CRPD is meeting the needs of the community, maximizing potential, applying the principles of economies of scale and helping to reduce congestion. By increasing usage of this centralized facility, CRPD is increasing revenue potential for local and regional businesses

CRPD proposes to construct a soccer field, parking lot and additional site furnishings, landscaping, irrigation and ornamental fencing.

A contract has been executed with Beals Alliance, Inc. to develop construction documentation. It is anticipated that once plans are completed in mid-September, construction of the soccer fields will commence in November 2010 and work will be completed in May 2011.

Additional Considerations:

Proposition 40 Grant Funds will expire on June 30, 2011. These funds comprise a large portion of the funding demand of this project. In addition, the Sacramento Redevelopment Agency requires the construction of an ornamental fence to be completed by December 31, 2010.

Timeline:

- | | |
|----------------------------------|----------------------|
| 1. Plans and Specifications: | Fall 2010 |
| 2. Approvals and Permitting: | Fall / Winter 2010 |
| 3. Project Construction: | Winter / Spring 2011 |
| 4. Anticipated Final Completion: | May 2011 |

Progress to Date:

Design is underway and will be completed by mid-September 2010. It is anticipated that the bidding will occur between September and October 2010 with award in early November.



Mather Sports Complex Phase II

Mather Sports Center Phase II (Exhibit C)
Based on Preliminary Assumptions*

8/27/2010

	Total Cost
ENGINEER'S ESTIMATE CONSTRUCTION	
6' Temporary Construction Fence:	\$3,000.00
Construction Sign:	\$500.00
Permitting, mobilization	\$30,000.00
Demolition, Excavation, Fill, Grading & Erosion Control:	\$20,000.00
Irrigation:	\$120,000.00
Landscaping:	\$43,000.00
Concrete:	\$30,000.00
Electrical:	\$250,000.00
Ornamental Fence:	\$101,000.00
Soccer Field:	\$580,000.00
Site Furnishings:	\$20,000.00
Drinking Fountain:	\$10,000.00
Parking Lot	\$75,000.00
Maintenance Building	\$255,500.00
Misc. Site Amenities	\$30,000.00
Estimated Construction Costs:	\$1,568,000.00

DESIGN, ADMINISTRATION AND CONTINGENCY	
Design (3%)	\$47,140.00
Contract Admin. (2%)	\$31,360.00
Construction Contingency (10%)	\$156,800.00
Construction Management (3%)	\$47,040.00
Design, Administration and Contingency Total:	\$282,340.00

Total Engineer's Estimate	\$1,850,340.00
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*Estimates are based on preliminary assumptions. Estimates will change as the project becomes more refined in the design and bidding process. Final costs will be produced when bids are received.

FUNDING SOURCES	
Park Renovation Fees	\$425,000.00
In-lieu Fees	\$160,000.00
Misc. Grants and Donations	\$5,000.00
State Proposition 40 Grant Funds	\$681,770.00
CRPD General Fund	\$578,570.00
Total Funding	\$1,850,340.00

WHITE ROCK PARK
10490 WHITE ROCK ROAD RANCHO CORDOVA, CALIFORNIA

Exhibit D

WHITE ROCK PARK (EXHIBIT D)

Project Description:

In October 2004, CRPD was awarded competitive grants totaling \$2,500,000 under the Murray-Hayden Urban Parks & Youth Service Program through the State of California (Prop. 40). Over the past 18 months, CRPD staff has been reaching out to the community to refine the design of White Rock Park in order to meet the current and future needs of the community. During the community workshop process, staff received many inputs regarding the layout of the park and implemented many suggestions. Several factors influenced the ultimate design of the park, neighborhood center and aquatics facility. It was determined during these meetings that a fee-based swimming pool would be under-utilized. Rather, the community desired to have an elaborated interactive spray-ground that was free-of-charge and available for a larger period of time than the swimming pool would have offered. State grant requirements delineated that a swimming pool had to be included in the design. However, because of delays in funding availability, and a change in the State political climate, the State granting agency approved a change in the scope of work in January 2010.

Design of the new park facilities has been completed and includes: a 2,500 square-foot neighborhood center building; an aquatics complex consisting of a large interactive spray-ground; free-standing mechanical room; new play area with a tot lot, youth play apparatus, and discovery play facility; large shade structure; three basketball courts; renovation of the existing tennis courts and landscape improvements.

Additional Considerations:

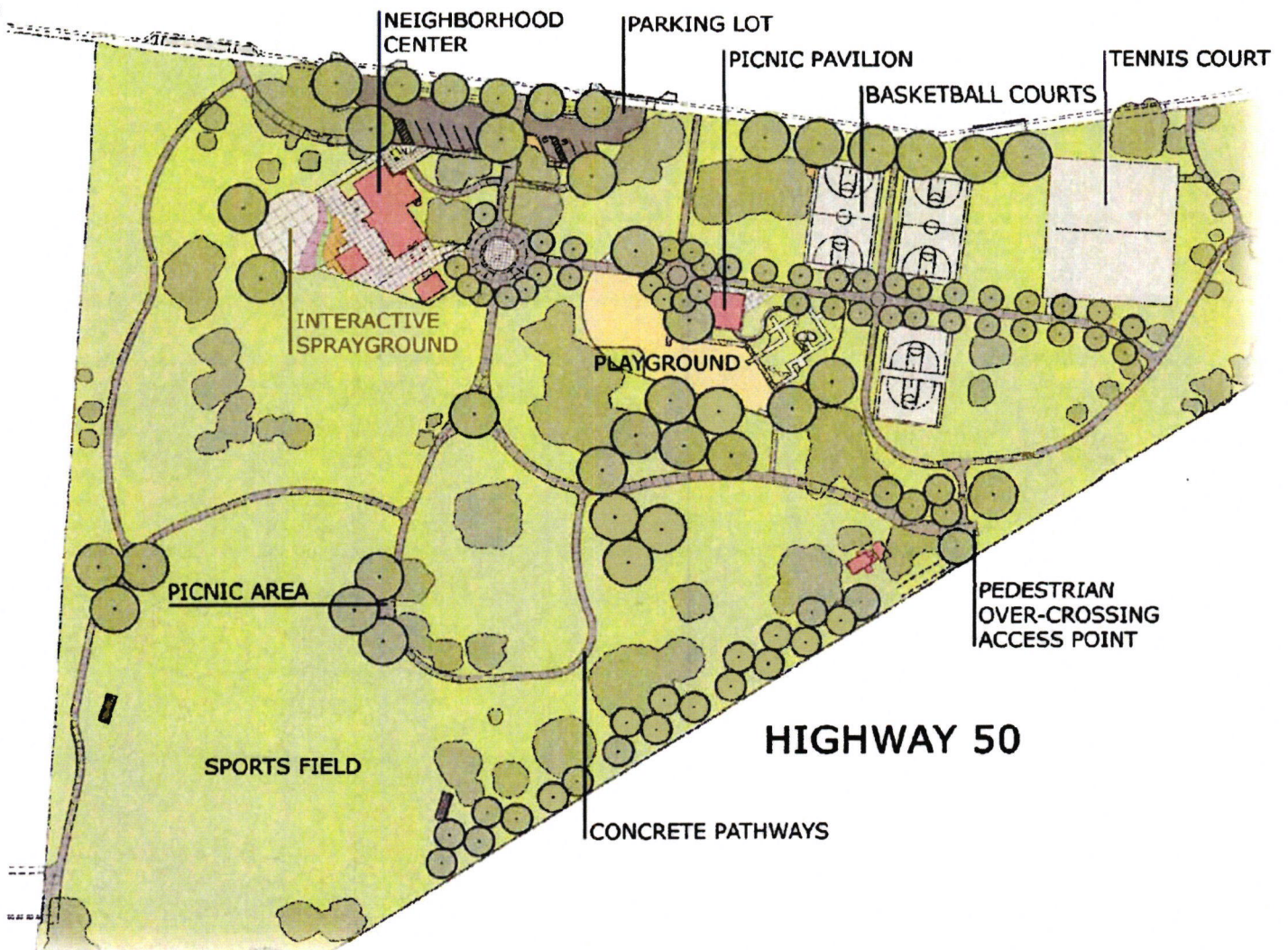
The landscape and interactive spray-ground project was awarded August 4, 2010. The neighborhood center building will be presented to the CRPD Board of Directors for award of contract on September 8, 2010, pending receipt of reasonable bids.

Timeline:

- | | |
|----------------------------------|------------------------------------|
| 1. Plans and Specifications: | July 2010 |
| 2. Approvals and Permitting: | July / August 2010 |
| 3. Project Construction: | August / September 2010 - May 2011 |
| 4. Anticipated Final Completion: | June 1, 2011 |

Progress to Date:

Construction began on the landscaping and spray-ground improvements on August 18, 2010. If favorable bids are received for the neighborhood center building, construction will begin in September.



White Rock Park Renovation (Exhibit D)
Based on Preliminary Design Documentation*

8/27/2010

Total Cost

ENGINEER'S ESTIMATE CONSTRUCTION

Base Bid Landscaping and Interactive Spray-ground (Actual)	\$1,842,300.00
Structure Neighborhood Center Building (Estimated)*	\$769,000.00
Tennis Courts (Estimated)*	\$125,000.00
Permitting, Fees and Furnishings (Estimated)*	\$98,000.00

Total Engineer's Estimate: **\$2,834,300.00**

DESIGN, ADMINISTRATION AND CONTINGENCY

Design (14%)	\$401,301.00
Contract Admin. (3%)	\$85,216.00
Construction Contingency (8%)	\$224,504.00
Construction Management (3%)	\$85,216.00

Total: **\$796,237.00**

Total Engineer's Estimate \$3,630,537.00

*Estimates are based on preliminary design drawings. Estimates will likely change as the project becomes more refined. Final costs will be produced when bids are received.

FUNDING SOURCES

Park Renovation Fees	\$1,000,000.00
Misc.Grants and Donations	\$26,000.00
Federal Appropriations	\$147,000.00
CDBG Funding	\$28,996.00
State Competitive Prop 40 Funding	\$2,428,541.00

Total Funding \$3,630,537.00

STRATEGIC MASTER PLAN

EXHIBIT E

STRATEGIC MASTER PLAN (EXHIBIT E)

Project Description:

The CRPD and City determined the need for a Strategic Master Plan for the Park District. This would include surveys, interviews, on-site observation, field surveys and other methodologies to collect data. This data would then be analyzed, reviewed, organized and presented to the CRPD Board of Directors and City Council. The purpose of this Strategic Master Plan is to provide a mechanism by which the CPRD could improve District facilities, management, operations and concessions.

Pros Consulting was selected to complete a Strategic Master Plan to aid in shaping the growth and direction of the District. "Strategic" implies that there will be measurable goals to be accomplished at defined intervals. This plan is comprehensive in that it includes the capital improvement plan, business plan, marketing plan and organizational structure plan.

Additional Considerations:

Results of the surveys and assessments could require additional input from the various stakeholders on this project. This may require additional need for funding or a scope change to reflect current needs and trends. Variables in the survey process are unknown at this time. Pending the results of the development impact fee discussions, the Strategic Master Plan completion will be determined.

Timeline:

- | | |
|---|--------------------|
| 1. Survey Completion: | Fall 2010 |
| 2. Compile and Assess Data: | Fall 2010 |
| 3. Presentation of Draft Strategic Master Plan to Board and City Council: | Fall 2010 |
| 4. Final Strategic Master Plan Delivery: | Winter 2010 / 2011 |

Strategic Master Plan (Exhibit E)**8/27/2010**

	Total Cost
ENGINEER'S ESTIMATE	
PHASE (1) ONE – ORIGINAL FEE	
Task 1 - Project Kick-off, Coordination	\$5,300.00
Task 2 - Community Stakeholder Input	\$25,540.00
Task 3 - Park Facilities and Recreation Program Assessment	\$22,665.00
PHASE (2) TWO – ORIGINAL FEE	
Task 1 - Facilities Development Plan	\$27,840.00
Task 2 - Operational Management Plan	\$12,565.00
Task 3 - Financial Analysis	\$7,400.00
Task 4 - Strategic Plan Development Synthesis	\$32,560.00
Planned Additional Services Per Stakeholder Input	\$50,000.00
Estimated Costs:	\$188,870.00

ADMINISTRATION

Contract Admin (2%)	\$3,777.40
Staff Assistance (5%)	\$9,443.50

Total Engineer's Estimate	\$202,090.90
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FUNDING SOURCES

Park Renovation Fees	\$50,000.00
CRPD General Fund	\$152,090.90

Total Funding	\$202,090.90
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HAGAN PARK PICNIC PAVILION
2197 CHASE DRIVE RANCHO CORDOVA, CALIFORNIA

Exhibit F

HAGAN PARK PICNIC PAVILION (EXHIBIT F)

Project Description:

Picnic area rentals at Hagan Park are very popular throughout the year. Demand often exceeds availability. The larger Rancho Cordova Community has been asking for an iconic picnic pavilion that would portray Hagan Park's rich historical character while accommodating larger groups. CRPD staff is exploring three potential sites to locate this pavilion (see attached map).

Additional Considerations:

CRPD contacted Save the American River Association (SARA) to determine if a pavilion could be located on the annex parcel as they have approval rights. It was determined that this could occur on this site, but approval would be required. SARA approval could influence the proposed timeline. In cooperation and partnership with the City of Rancho Cordova, an electrical project will be installed at Hagan Park that will improve electrical delivery. Eventual design and placement of the infrastructure for this project may influence the final design and location of the picnic pavilion.

Timeline:

When MOU funds are approved, plans and specifications will be required. Depending upon the duration of the permitting and approval process, this may require 30 – 120 days. After approvals are received, CRPD staff will solicit for bids. Ordering, shipping and construction will require between 12 to 16 weeks.

- | | |
|----------------------------------|--------------------|
| 1. Plans and Specifications: | Winter 2010 / 2011 |
| 2. Approvals and Permitting: | Spring 2011 |
| 3. Project Construction: | Summer 2011 |
| 4. Anticipated Final Completion: | Spring 2012 |

Progress to Date:

Preliminary budget and potential pavilion sites have been determined. Upon acceptance of the MOU funding, staff will conduct a community workshop to help determine location of the pavilion.

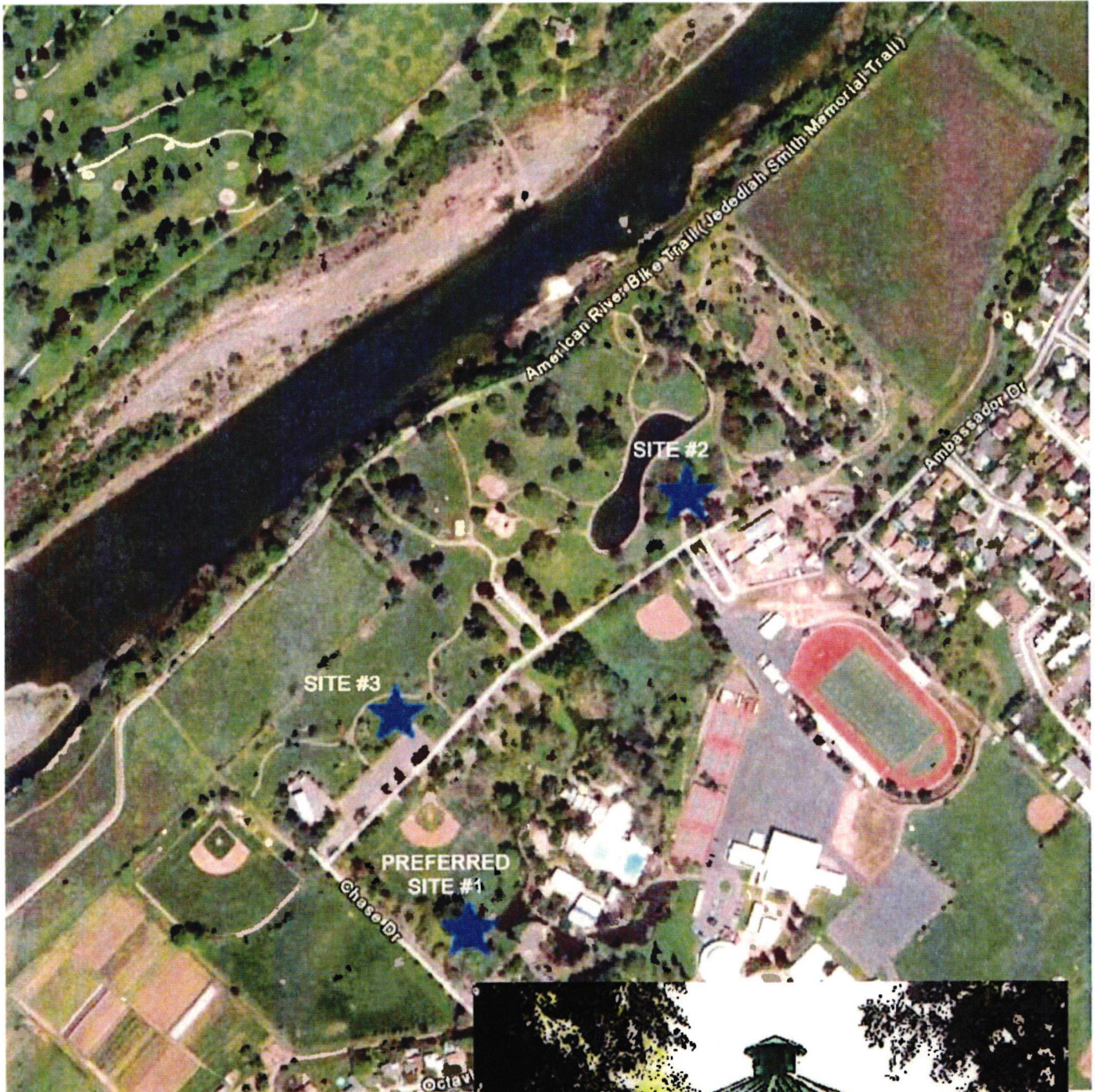


PHOTO: Photo on the right represents the type of installation proposed for Hagan Community Park. Picture taken in Gracada Park, Modesto, California.



Hagan Park Picnic Pavilion**8/27/2010**

Based on preliminary assumptions*

	Total Cost
ENGINEER'S ESTIMATE CONSTRUCTION	
6' Removable Chain Link Fence:	\$1,500.00
Construction Sign:	\$500.00
Demolition, Excavation, Fill, Grading & Erosion Control:	\$14,000.00
Irrigation:	\$2,000.00
Landscaping:	\$1,000.00
Concrete:	\$36,500.00
Electrical:	\$5,000.00
Prep tables:	\$5,000.00
Picnic Tables:	\$42,000.00
Trash Receptacles:	\$4,800.00
BBQ:	\$2,000.00
Drinking Fountain:	\$10,000.00
Group Picnic Shelter:	\$130,000.00
Estimated Construction Costs:	\$254,300.00

DESIGN, ADMINISTRATION AND CONTINGENCY

Design (3%)	\$7,629.00
Contract Admin. (2%)	\$5,086.00
Construction Contingency (10%)	\$25,430.00
Construction Management (3%)	\$7,555.00
Design, Administration and Contingency Total:	\$45,700.00

Total Engineer's Estimate \$300,000.00

*Estimates are based on preliminary assumptions. No construction drawings have been generated for this project. Once funding is approved, design documents will be produced which will result in a refined engineer's estimate. Final costs will be produced when bids are received.

FUNDING SOURCES

Park Renovation Fees	\$300,000.00
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Total Funding \$300,000.00

CRPD STAFF RATES FOR THE PARK RENOVATION FEES MOU

Exhibit G

CRPD Staff Rates for Park Renovation Fees MOU (Exhibit G)**8/27/2010**

Title	Hourly Rate
Administrator/CEO	\$115.00
Senior Landscape Architect	\$75.00
Finance Manager	\$70.00
Maintenance Manager	\$70.00
Recreation Manager	\$70.00
Resource Manager	\$70.00
Construction Manager	\$55.00
Maintenance Superintendent	\$55.00
Planner	\$55.00
General Recreation Supervisor	\$50.00
Financial Analyst	\$45.00
Maintenance Supervisor	\$45.00
Park Maintenance Worker II	\$45.00
Account Clerk II	\$40.00
Landscape Architecture Technician	\$30.00
Park Maintenance Worker I	\$30.00
Recreation Coordinator	\$30.00