CITY COUNCIL AGENDA
Regular City Council Meeting
City Council Chambers
3121 Gold Canal Drive, Rancho Cordova
Monday, July 19, 2004
6:30 P.M. - Regular Meeting

Call to Order

Metro Cable TV Telecast Announcement

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

Pledge of Allegiance

Invocation

1. Pastor Akira Sebe, Sacramento Gedatsu Church

Presentations:

2. Eppies Great Race
3. Recognition of Gene Albaugh for service to the City as Interim Finance Director

Consent Calendar

4. **Subject**: Resolution approving Subdivision No. RC 03-003.04 Final Map of Anatolia III Village 21 and execution of Subdivision Improvement Agreement
   Recommendation: Adopt Resolution No. 109-2004 approving Final Map of Anatolia III Village 21 and authorizing the Mayor to execute the Subdivision Improvement Agreement.

5. **Subject:** Resolution approving Subdivision No. RC 03-003.01 Final Map of Anatolia III Village 24 and execution of Subdivision Improvement Agreement
   Recommendation: Adopt Resolution No. 112-2004 approving Final Map of Anatolia III Village 24 and authorizing the Mayor to execute the Subdivision Improvement Agreement

6. **Subject:** Resolution Approving the Issuance and Recordation of Certificate Of Compliance For Lawful Parcels of Assessor's Parcel Numbers 072-0640-041 and 042 (Continued from July 6)

Recommendation: Adopt Resolution No. 106-2004 approving this subdivision.

7. **Subject:** Consider Changing Council Meeting Start Time from 6:30 p.m. to 5:30 p.m.
Recommendation: Adopt Resolution No. 113-2004.

8. **Subject:** PERS Health Plan Adoption
Recommendation: Adopt Resolution No. 114-2004 approving the selection of the Public Employees Retirement System Health Plan for City employees.

9. **Subject:** Resolution Declaring the Results of Elections for Special Taxes for Police Services for Ten Separate Police Tax Area Zones
Recommendation: Adopt Resolution No. 116-2004-2004 declaring the results of the police tax elections and authorizing a police tax in Special Tax Area zones 1, 3, 5, 6, 7, 8, 10, 11, 12, 13, and 14.

Oral Communications

10. **Public Comment**

Citizens wishing to address the Council for any matter not on the agenda may do so at this time. If you wish to be heard on a listed agenda item other than a Consent Calendar item, please wait until that point on the agenda. Comments on Consent Calendar items will be heard prior to action on the Consent Calendar by providing a Speaker Card to the City Clerk before the Consent Calendar is discussed. **Please keep your comments to three minutes or less and provide a Speaker Cards to the City Clerk.** Please state your name and community of residence.

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

Public Hearings

11. **Subject:** Ellenwood Apartments- RC-04-049 a 28 unit, two-story apartment project located on the south side of Ellenwood Ave. east of Routier Road. The project is 6 buildings of 4 to 6 units each, with ground floor entries and at grade parking (Continued from July 7th Meeting)
Recommendation: Approve Resolution No. 105-2004 for the Design Review of the Ellenwood Apartments, as provided in the design package (Exhibit A) and the Conditions of Approval (Exhibit B).

12. **Subject:** Anatolia I, Village 1 RC-04-079 Design Review for the construction of single family dwellings which include four (4) different floor plans that will have three (3) elevations per plan, for a total of twelve (12) basic architectural configurations within the tract in the LDR/RD-7 zoning.
Recommendation: Approve Resolution No. 110-2004 for the Design Review for Anatolia I, Village I, subject to the findings as provided in the design package (Exhibit A), and Conditions of Approval (Exhibit B).

13. **Subject:** Holtzman Warehouse RC-04-076 Design Review for the Construction of a Concrete Tilt-up Warehouse Building with Office in the M-2 Zoning.
Recommendation: Adoption of Resolution No. 111-2004, denying the Design Review for Holtzman Warehouse Project RC-04-076 for construction of a new warehouse/office at 3382 Luyung Drive, subject to the Findings.

14. **Subject:** Ordinance No. 38-2004 Approving Seven Development Agreements for Various Projects for Sunridge Park, Anatolia I and II, and the Villages of Zinfandel. The DA formalizes the requirements to pay certain fees associated with on-going police protection, future park development and the restoration of existing parks in the community.
Recommendation: Waive first reading and introduce Ordinance No. 38-2004, approving the Development Agreements for Sunridge Park, Anatolia I and II, and Villages of Zinfandel as submitted, subject to the Findings and Conditions of Approval. **(Roll Call Vote)**

15. **Subject:** Public Hearing regarding the formation of the Sunridge Park Area Community Facilities District No. 2004-1. Council consideration of and adoption of: (a) Resolution of Formation (Resolution 117-2004) of the Community Facilities District, (b) Resolution Determining the Necessity to Incur Bonded Indebtedness (Resolution 118-2004) within the CFD, and (c) Resolution calling for a Special Election (Resolution 119-2004). After opening of the ballots to determine the results of the election, Council may adopt a Resolution Declaring the Results of the Special Election and Directing the Recording of the Special Tax Lien (Resolution 120-2004), followed by the First Reading of an Ordinance Levying Special Taxes within Sunridge Park Area Community Facilities District 2004-1 (Ordinance No. 39-2004).
Recommendation: Following consultation with both the City's Financial Advisor and the Bond Counsel, staff recommends adoption of all the Resolutions (Resolution Nos. 117-2004, 118-2004, 119-2004 and 120-2004) and waiving of first reading of Ordinance No. 39-2004. **(Roll Call Vote)**

Regular Calendar Items

16. **Subject:** Second Reading and Adoption of Ordinance No. 37-2004 of the City Council Regulating Shopping Carts by Adding Chapter 16.18, Article XV, "Shopping Carts," to the Rancho Cordova Municipal Code
Recommendation: Waive reading of body of the ordinance and adopt Ordinance No. 37-2004. **(Roll Call Vote)**

17. **Subject:** Approval of Solid Waste Contract between City and BFI Waste Systems
Recommendation: Adopt Resolution No. 121-2004 authorizing the execution of the agreement with BFI Waste Systems for solid waste and recycling services for the City of Rancho Cordova.

Council Reports

Council Requests for Future Agenda Items

City Manager's Report

Adjournment

Upcoming Meeting Dates:

Wednesday, July 21, 2004 – Study Session
Monday, August 2, 2004 – Regular City Council Meeting
NOTE: There will be no Council meeting on Monday, August 16, 2004; the next meeting will be on Tuesday, September 7, 2004

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

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

City Clerk's Certificate of Posting of Agenda

I, Anna Olea-Moger, Deputy City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the July 19, 2004 Regular Meeting of the Rancho Cordova City Council was posted on July 15, 2004 at the office of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 15th day of July 2004 at Rancho Cordova, California.

Anna Olea-Moger

Anna Olea-Moger, Deputy City Clerk

Memorandum

Agenda date: July 19, 2004
Consent item

TO: Honorable City Council

FROM: Cyrus Abhar, City Engineer CA

SUBJECT: **ANATOLIA III VILLAGE 21 (92 LOTS)**

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia III Village 21 subdivision, located at the northwest corner of Kiefer Boulevard and Jaegar Road.

DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Rancho Cordova City Council approved the Tentative Map on September 15, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. SU5008174 with Arch Insurance Company in the amount of $869,500.00. Bond No. SU5008174 with Arch Insurance Company in the amount of $434,750.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. A cash deposit in the amount of $2,683 to Sacramento County has guaranteed the 2004 - 2005 tax estimate and supplemental taxes.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District. Subdivider acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park

AGENDA ITEM #4

existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on February 9, 2004 and found to be in place.

RECOMMENDATION:

The Department of Public Works Office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Attachments:
Zoning Map
8 ½ x 11 copy of final map
Resolution
Subdivision Improvement Agreement

OWNE EMENT

THE UNDERSIGN HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF ANATOLIA III VILLAGE 21 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC WAYS, COURTS, AND ROAD SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC WAYS, COURTS, AND ROAD SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16) OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE WAYS, COURTS, AND ROAD SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOT A SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," TOGETHER WITH ALL OF LOT A SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

E. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT," TOGETHER WITH ALL OF LOT A. (P.E.)

F. EASEMENTS FOR LIGHT AND AIR OVER THOSE STRIPS OF LAND LYING BETWEEN THE FRONT AND/OR SIDE LINES OF LOT 25 AND THE LINES SHOWN HEREON AND DESIGNATED "SETBACK LINE," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS (S.B.L.).

LENNAR RENAISSANCE, INC.,
A CALIFORNIA CORPORATION

BY: _____ DATE: _____
NAME:
TITLE:

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2004, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

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 LENNAR RENAISSANCE, INC., A CALIFORNIA CORPORATION ON DECEMBER 10, 2003. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2005, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
No. 7944
Exp. 12-31-05
STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-05

JUNE 30, 2004
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF ANATOLIA III VILLAGE 21 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/RCE 45424
EXPIRATION DATE: 12/31/2005

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAYS, SHOWN HEREON AS THE PUBLIC WAYS, COURTS, AND ROAD TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

_____
CITY CLERK
CITY OF RANCHO CORDOVA
DATE: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2004, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

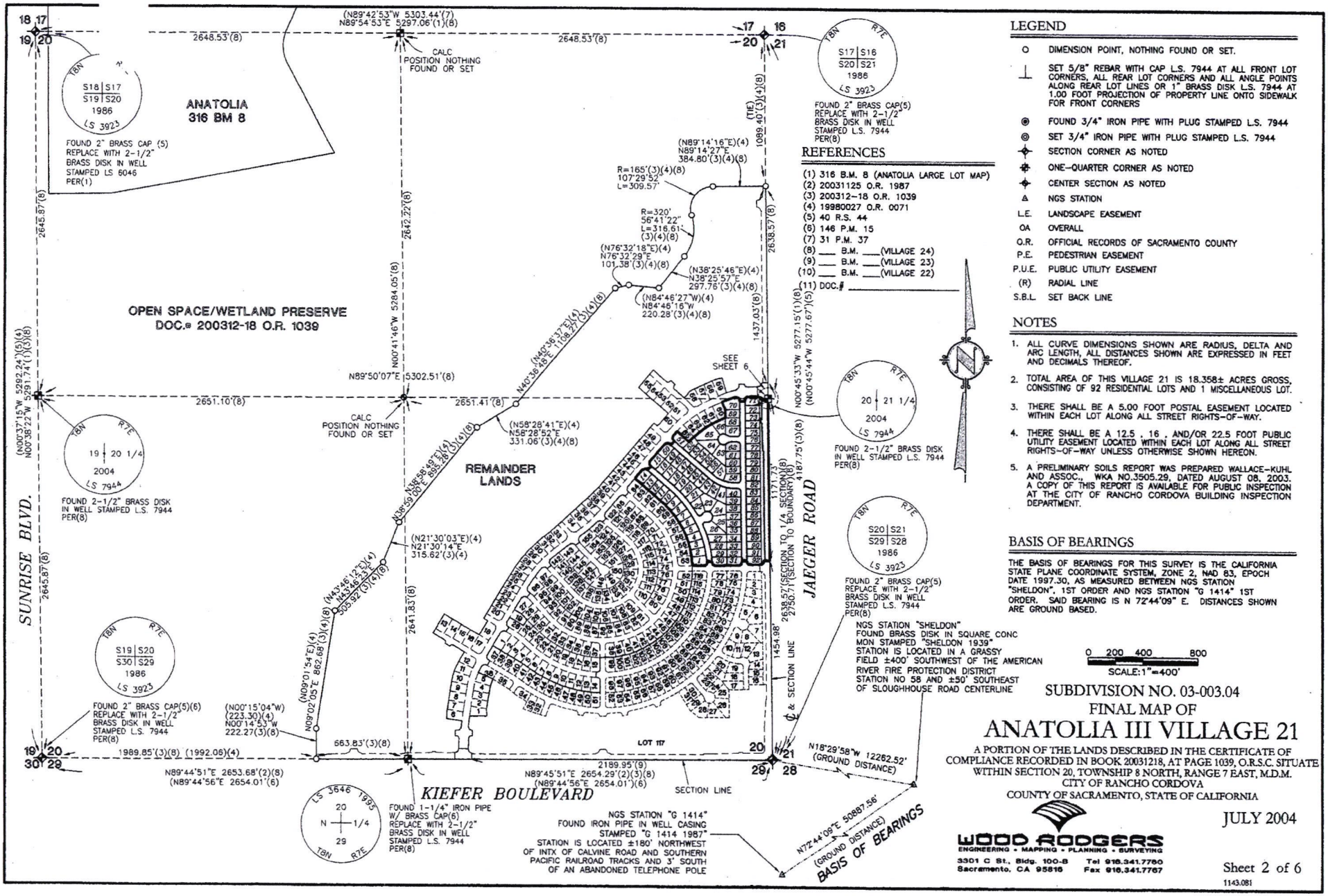
SUBDIVISION NO. 03-003.04
FINAL MAP OF
ANATOLIA III VILLAGE 21

A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 20031218, AT PAGE 1039, O.R.S.C. SITUATE WITHIN SECTION 20, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

JULY 2004

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3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1143.081



LEGEND

O	DIMENSION POINT, NOTHING FOUND OR SET.
⊥	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1.00 FOOT PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS
◉	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
⌖	SECTION CORNER AS NOTED
⌗	ONE-QUARTER CORNER AS NOTED
⌖	CENTER SECTION AS NOTED
△	NGS STATION
L.E.	LANDSCAPE EASEMENT
OA	OVERALL
O.R.	OFFICIAL RECORDS OF SACRAMENTO COUNTY
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
S.B.L.	SET BACK LINE

REFERENCES

(1) 316 B.M. 8 (ANATOLIA LARGE LOT MAP)
(2) 20031125 O.R. 1987
(3) 200312-18 O.R. 1039
(4) 19980027 O.R. 0071
(5) 40 R.S. 44
(6) 146 P.M. 15
(7) 31 P.M. 37
(8) ___ B.M. ___(VILLAGE 24)
(9) ___ B.M. ___(VILLAGE 23)
(10) ___ B.M. ___(VILLAGE 22)
(11) DOC.# _____

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS VILLAGE 21 IS 18.358± ACRES GROSS, CONSISTING OF 92 RESIDENTIAL LOTS AND 1 MISCELLANEOUS LOT.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5 , 16 , AND/OR 22.5 FOOT PUBLIC UTILITY EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY UNLESS OTHERWISE SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO.3505.29, DATED AUGUST 08, 2003. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "SHELDON", 1ST ORDER AND NGS STATION "G 1414" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

0 200 400 800
SCALE:1"=400'

SUBDIVISION NO. 03-003.04

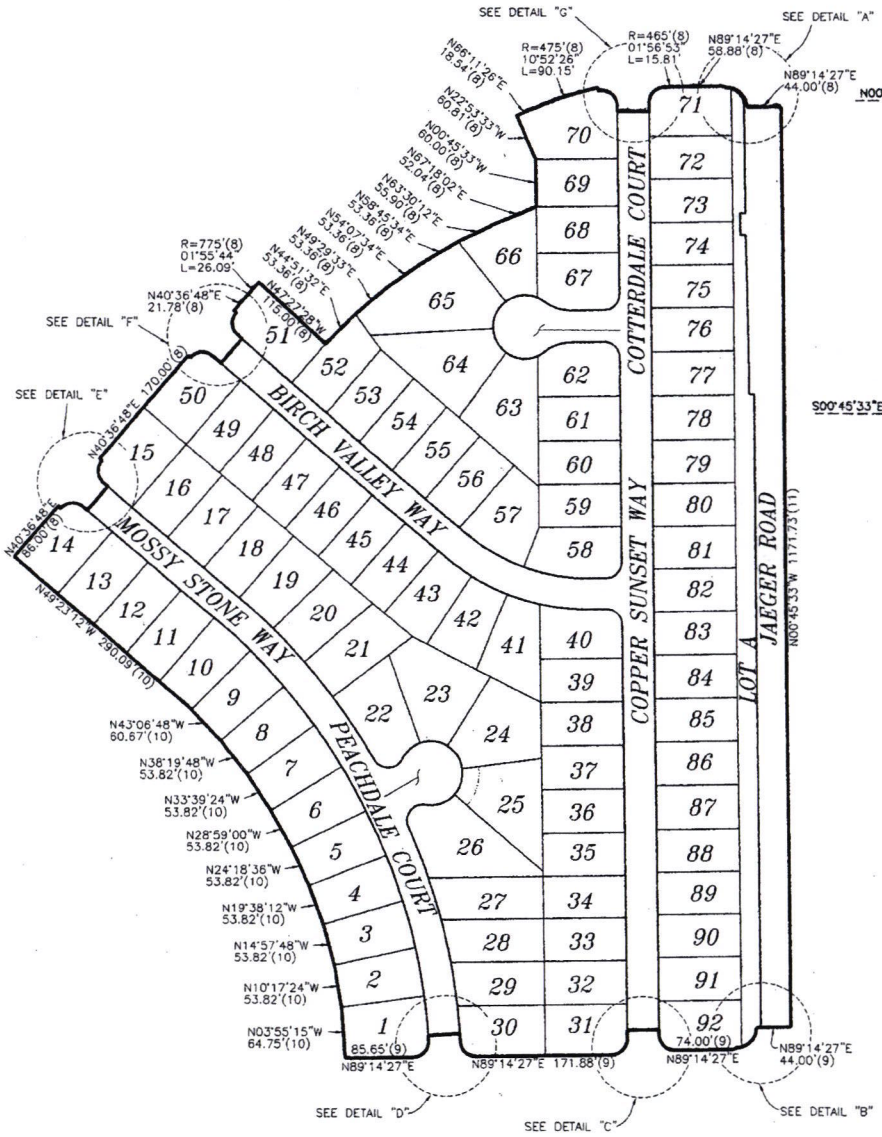
FINAL MAP OF

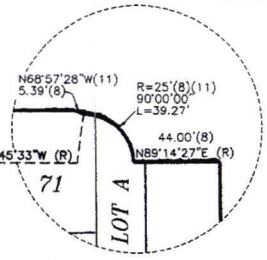
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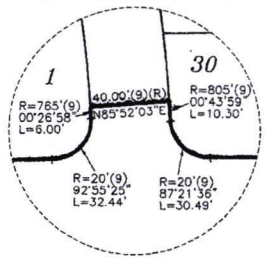
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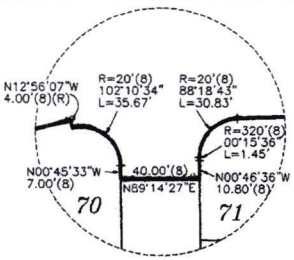




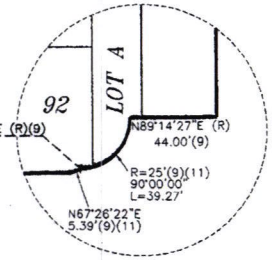
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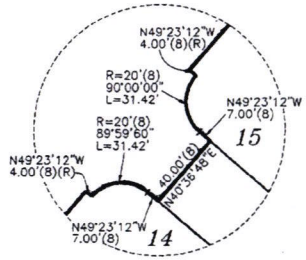
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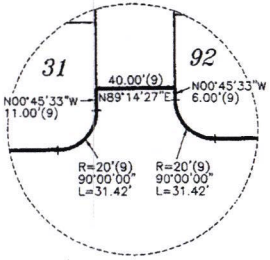
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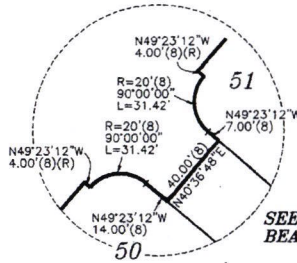
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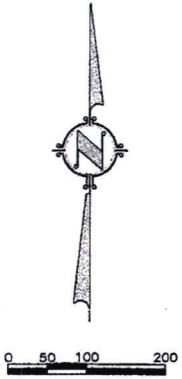
DETAIL "E"
SCALE: 1"=40'



DETAIL "C"
SCALE: 1"=40'



DETAIL "F"
SCALE: 1"=40'



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SUBDIVISION NO. 03-003.04

FINAL MAP OF

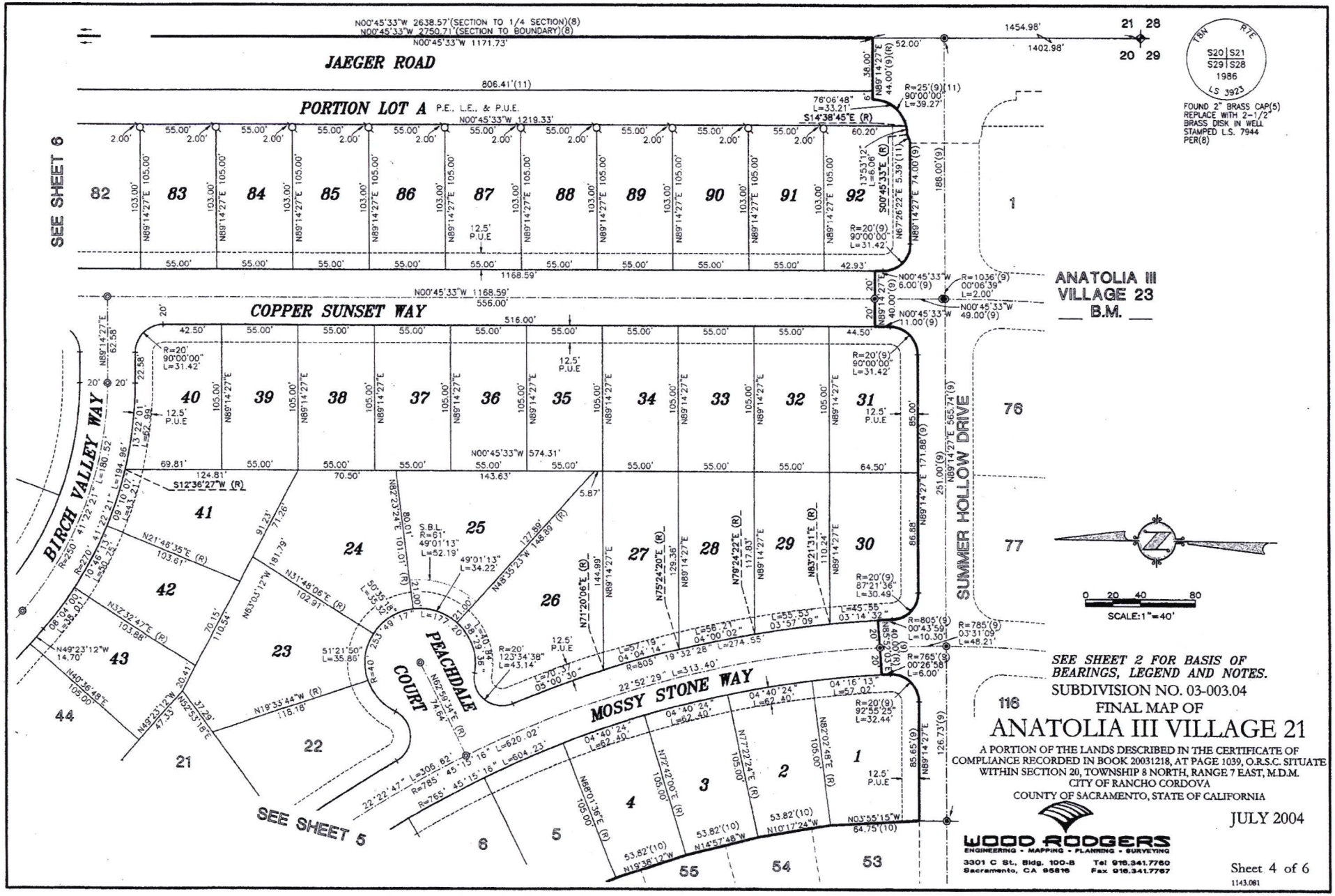
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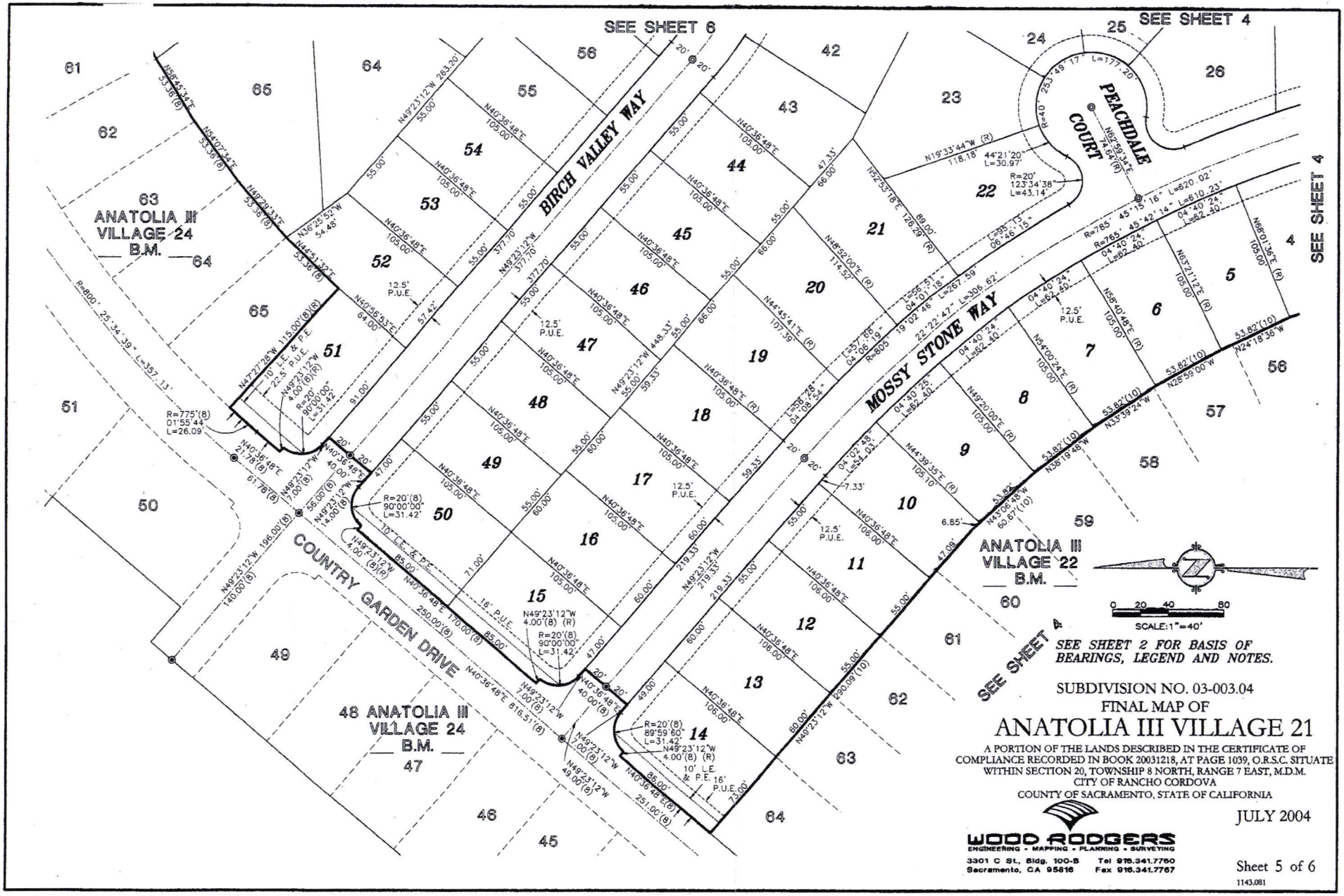
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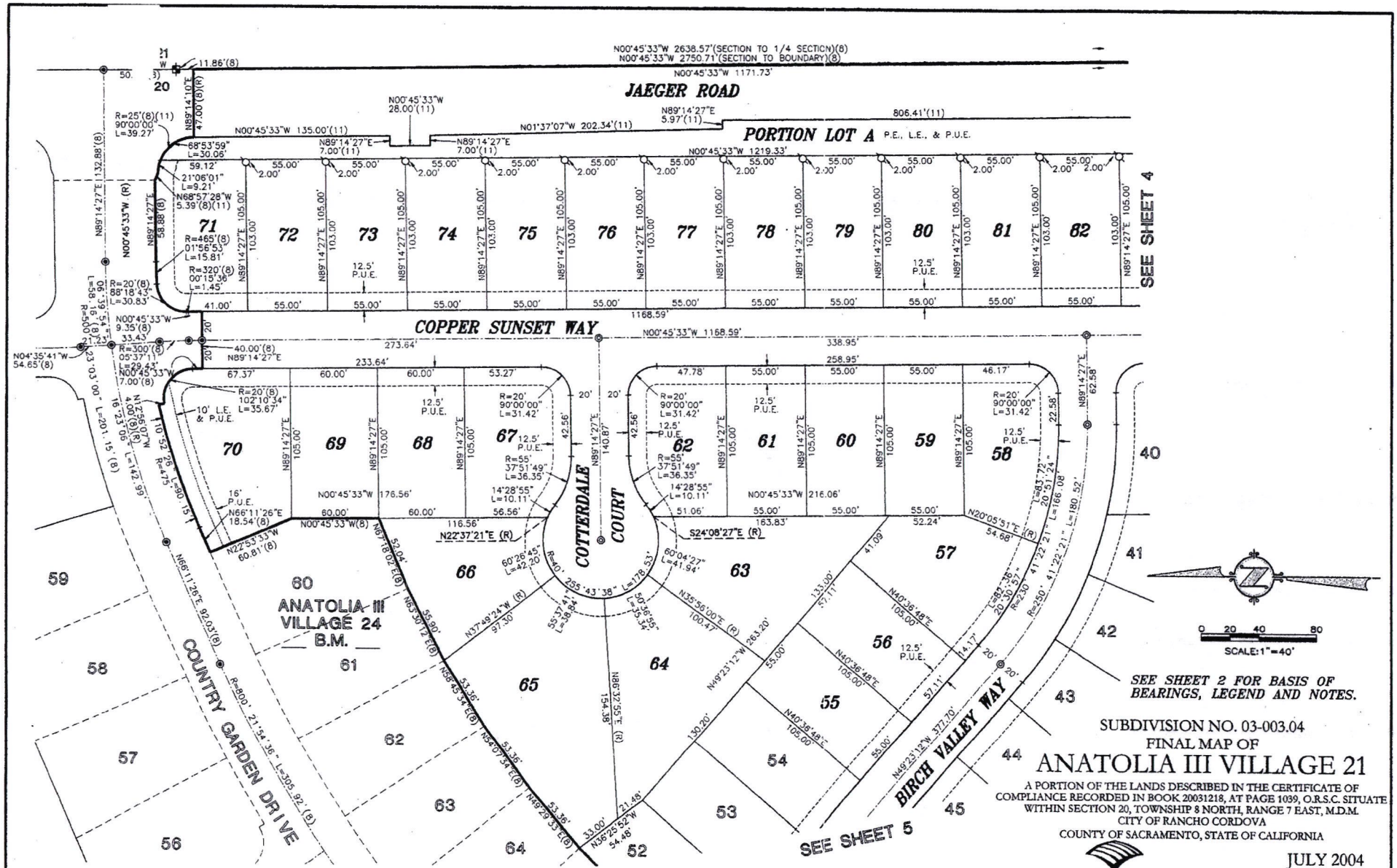
ANATOLIA III VILLAGE 21

A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 20031218, AT PAGE 1039, O.R.S.C. SITUATE WITHIN SECTION 20, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

JULY 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1143.081



SUBDIVISION NO. 03-003.04

FINAL MAP OF

ANATOLIA III VILLAGE 21

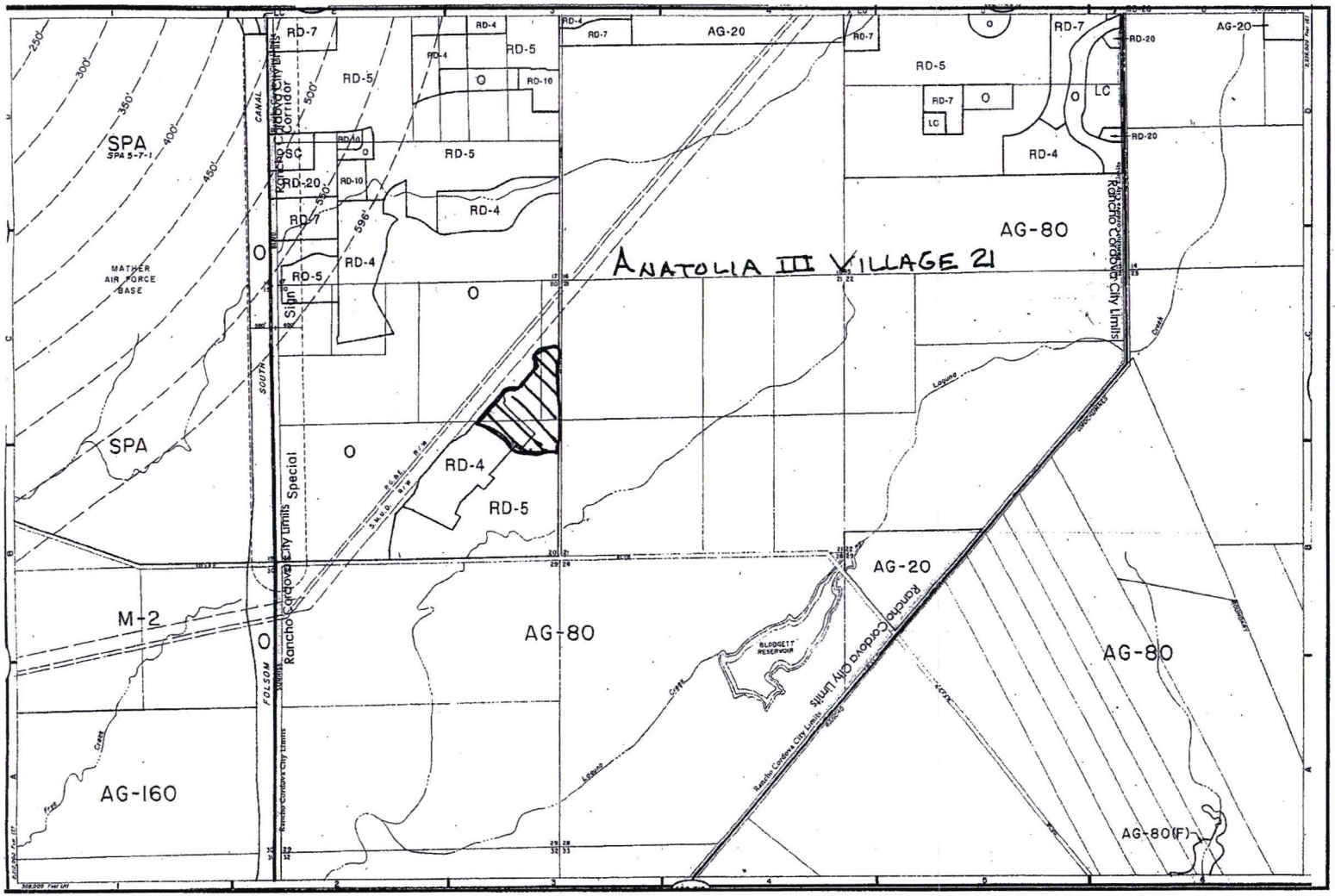
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ZONING MAP



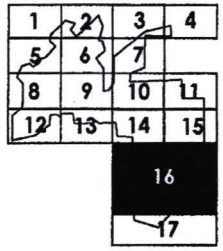
ZONING MAP SHEET 16

AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM-1	Space Rental Park
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

SCALE IN FEET
500 1000 2000

MAP SHEET INDEX



RESOLUTION NO. 109-2004

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION MAP NO.RC 03-003.04 OF ANATOLIA III VILLAGE 21

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Lennar Renaissance, Inc.** and the subdivision designated as **Anatolia III Village 21** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the _____ day of _____ of 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor
City of Rancho Cordova

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **Lennar Renaissance, Inc., A California Corporation** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

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

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **Anatolia III, Village No. 21**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **twenty-four** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee.** Principal acknowledges that the City is in the process of adopting one or more fees and/or financing mechanisms in order to implement provisions of the Sunridge Specific Plan, and that as of the time of recordation of the Final Map, these fees and/or financing mechanisms are not yet in effect. Principal acknowledges and agrees that with the exception of model homes, no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. **Improvement Security**. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5

herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$ 869,500.00 Dollars (Eight Hundred Sixty Nine Thousand, Five Hundred & No/100).** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for

faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. **Improvement Security As Condition Precedent**. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. **Inspection of Work In Progress**. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be

reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. **Execution By Real Party In Interest**. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. **Waiver of Civil Code Section 2819**. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. **County Construction of Improvements**. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. **Interest**. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. **Special Tax for Police Services**. Principal agrees to support the adoption of a special tax for police services that is at the same tax levels as the one adopted for the Rancho

Cordova Special Police Tax Area Zone 1 through Ordinance No. 16-2003.

21. **Development Agreement**. Principal will agree to execute and City will in good faith prepare and process a development agreement in form and substance that is the same as the development agreement utilized for Anatolia III.

22. **Attorneys' Fees**. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

23. **Amendments**. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

24. **Entire Agreement**. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

25. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the

drafting party shall not apply in construing or interpreting this Agreement.

26. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

27. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

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

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST:_____
Clerk of the City Council

PRINCIPAL

_____
Jeffrey Spitzer - Vice President

a:\im_sec.agr

Memorandum

Agenda date: July 19, 2004
Consent item

TO: Honorable City Council

FROM: Cyrus Abhar, City Engineer CA

SUBJECT: **ANATOLIA III VILLAGE 24 (65 LOTS)**

BACKGROUND:

Submitted herewith for approval is the subdivision map of Anatolia III Village 24 subdivision, located on the northwest corner of Kiefer Boulevard and Jaegar Road.

DISCUSSION:

The map has been examined and checked for compliance with Title 22 of the City Code and the California State Map Act. The Rancho Cordova City Council approved the Tentative Map on September 15, 2003.

Roads are included for dedication. Class A road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with City requirements are satisfactorily provided for by Bond No. SU5007540 with Arch Insurance Company in the amount of $17,460,400.00. Bond No. SU5007540 with Arch Insurance Company in the amount of $8,730,200.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. A cash deposit in the amount of $2,683 to Sacramento County has guaranteed the 2004 - 2005 tax estimate and supplemental taxes.

There are no outstanding special assessments due against the property. The park dedication requirement has been satisfied by land dedication to the Cordova Recreation and Park District. The landscape corridors shall be owned and maintained by the Cordova Recreation and Park District. Subdivider acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park

AGENDA ITEM # 5

existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider has agreed that this fee will be paid prior to the issuance of a building permit for the respective lot.

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associates Inc. The exterior boundary monuments were field checked on February 9, 2004 and found to be in place.

RECOMMENDATION:

The Department of Public Works Office recommends the City Council approve this subdivision. The required resolution and agreement are attached for execution.

Attachments:
Zoning Map
8 ½ x 11 copy of final map
Resolution
Subdivision Improvement Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF ANATOLIA III VILLAGE 24 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC BOULEVARD, ROAD, DRIVE, WAYS, AND COURT SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC BOULEVARD, ROAD, DRIVE, WAYS, AND COURT SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16) OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE BOULEVARD, ROAD, DRIVE, WAYS, AND COURT SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

C. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," TOGETHER WITH ALL OF SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

D. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.).

LENNAR RENAISSANCE, INC.,
A CALIFORNIA CORPORATION

BY: _____ DATE: _____
NAME:
TITLE:

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2004, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

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 LENNAR RENAISSANCE, INC., A CALIFORNIA CORPORATION ON DECEMBER 10, 2003. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2005, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-05 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-05

JUNE 30, 2004
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF ANATOLIA III VILLAGE 24 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ASHAR
DATE: _____
L.S. 7723/RCE 45424
EXPIRATION DATE: 12/31/2005

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL LANDS, EASEMENTS AND RIGHTS-OF-WAYS, SHOWN HEREON AS THE PUBLIC BOULEVARD, ROAD, DRIVE, WAYS AND COURT TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

_____
CITY CLERK
CITY OF RANCHO CORDOVA
DATE: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2004, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. 03-003.01

FINAL MAP OF

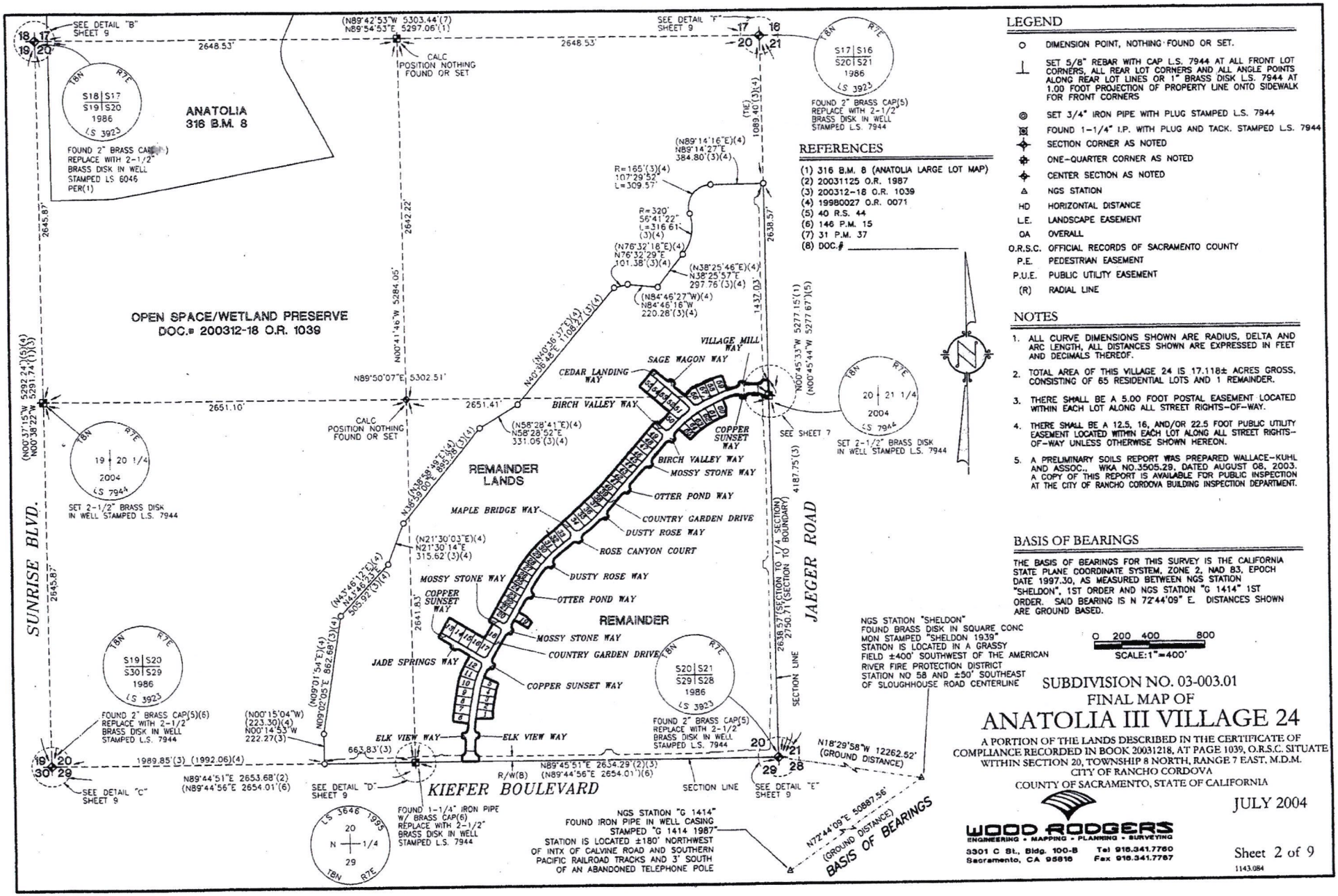
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JULY 2004

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Sacramento, CA 95816 Fax 916.341.7767

1143.084



LEGEND

○	DIMENSION POINT, NOTHING FOUND OR SET.
⊥	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1.00 FOOT PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
⊠	FOUND 1-1/4" I.P. WITH PLUG AND TACK. STAMPED L.S. 7944
✦	SECTION CORNER AS NOTED
⊕	ONE-QUARTER CORNER AS NOTED
✦	CENTER SECTION AS NOTED
△	NGS STATION
HD	HORIZONTAL DISTANCE
L.E.	LANDSCAPE EASEMENT
OA	OVERALL
O.R.S.C.	OFFICIAL RECORDS OF SACRAMENTO COUNTY
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE

REFERENCES

(1) 316 B.M. 8 (ANATOLIA LARGE LOT MAP)
(2) 20031125 O.R. 1987
(3) 200312-18 O.R. 1039
(4) 19980027 O.R. 0071
(5) 40 R.S. 44
(6) 146 P.M. 15
(7) 31 P.M. 37
(8) DOC.# _____

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS VILLAGE 24 IS 17.118± ACRES GROSS, CONSISTING OF 65 RESIDENTIAL LOTS AND 1 REMAINDER.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16, AND/OR 22.5 FOOT PUBLIC UTILITY EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY UNLESS OTHERWISE SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO.3505.29, DATED AUGUST 08, 2003. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "SHELDON", 1ST ORDER AND NGS STATION "G 1414" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

SUBDIVISION NO. 03-003.01

FINAL MAP OF

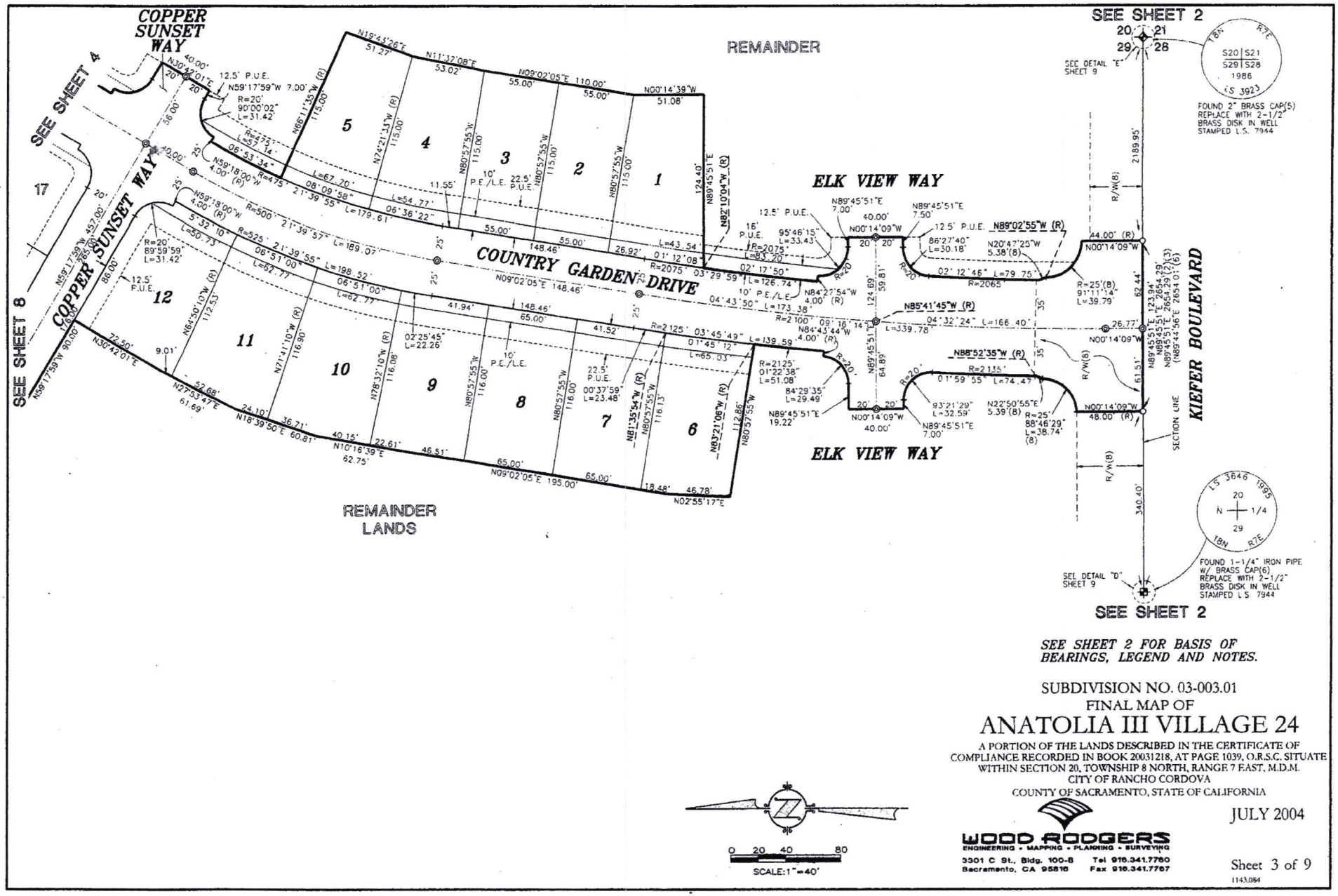
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SUBDIVISION NO. 03-003.01

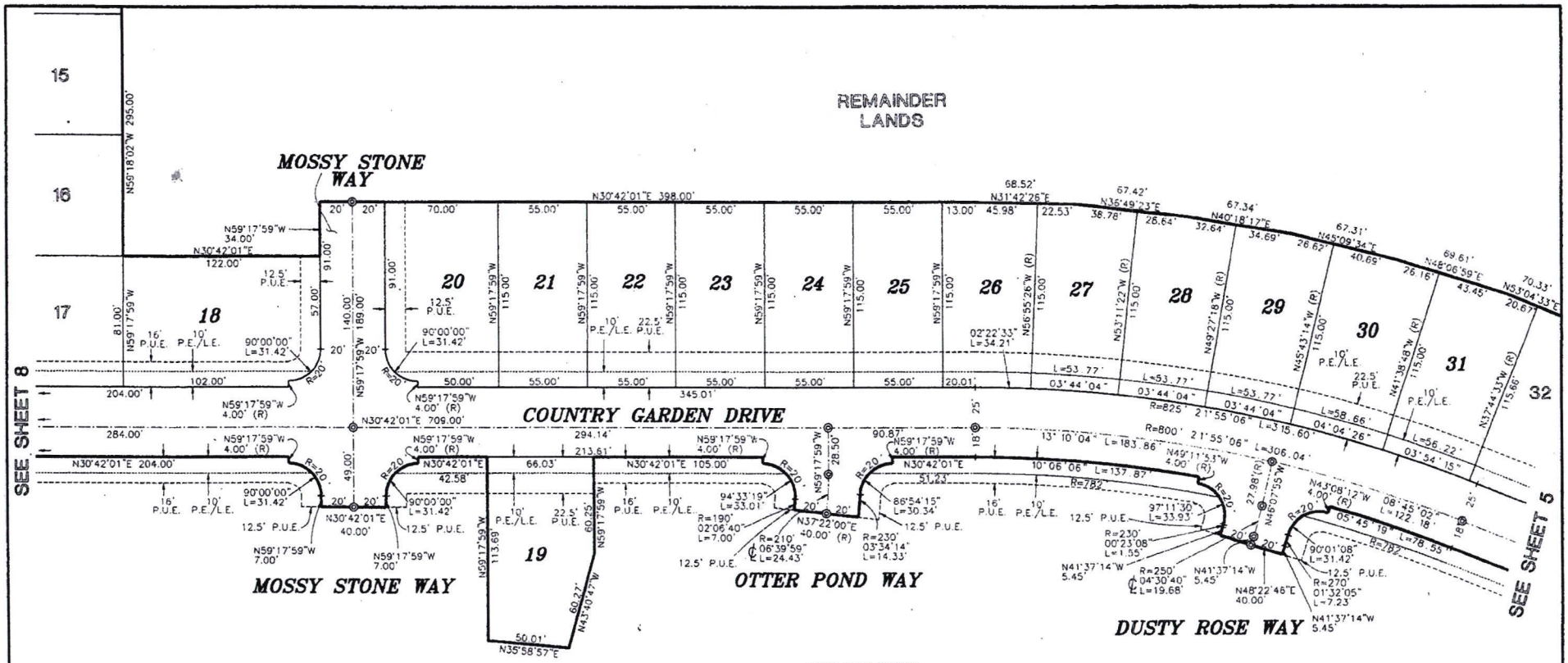
FINAL MAP OF

ANATOLIA III VILLAGE 24

A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 20031218, AT PAGE 1039, O.R.S.C. SITUATE WITHIN SECTION 20, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

JULY 2004

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SUBDIVISION NO. 03-003.01

FINAL MAP OF

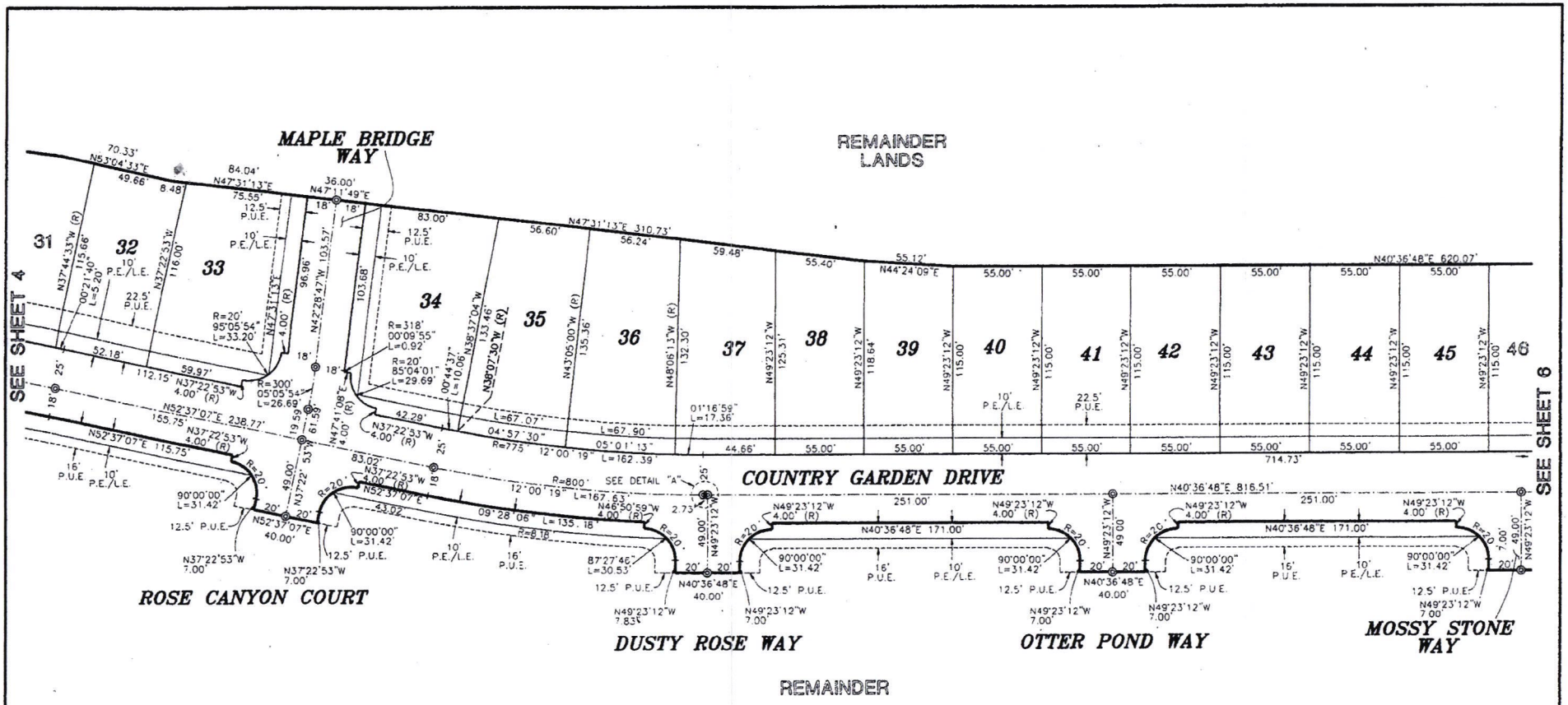
ANATOLIA III VILLAGE 24

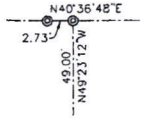
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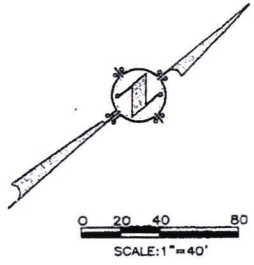
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.





DETAIL "A"
N.T.S.



SUBDIVISION NO. 03-003.01

FINAL MAP OF

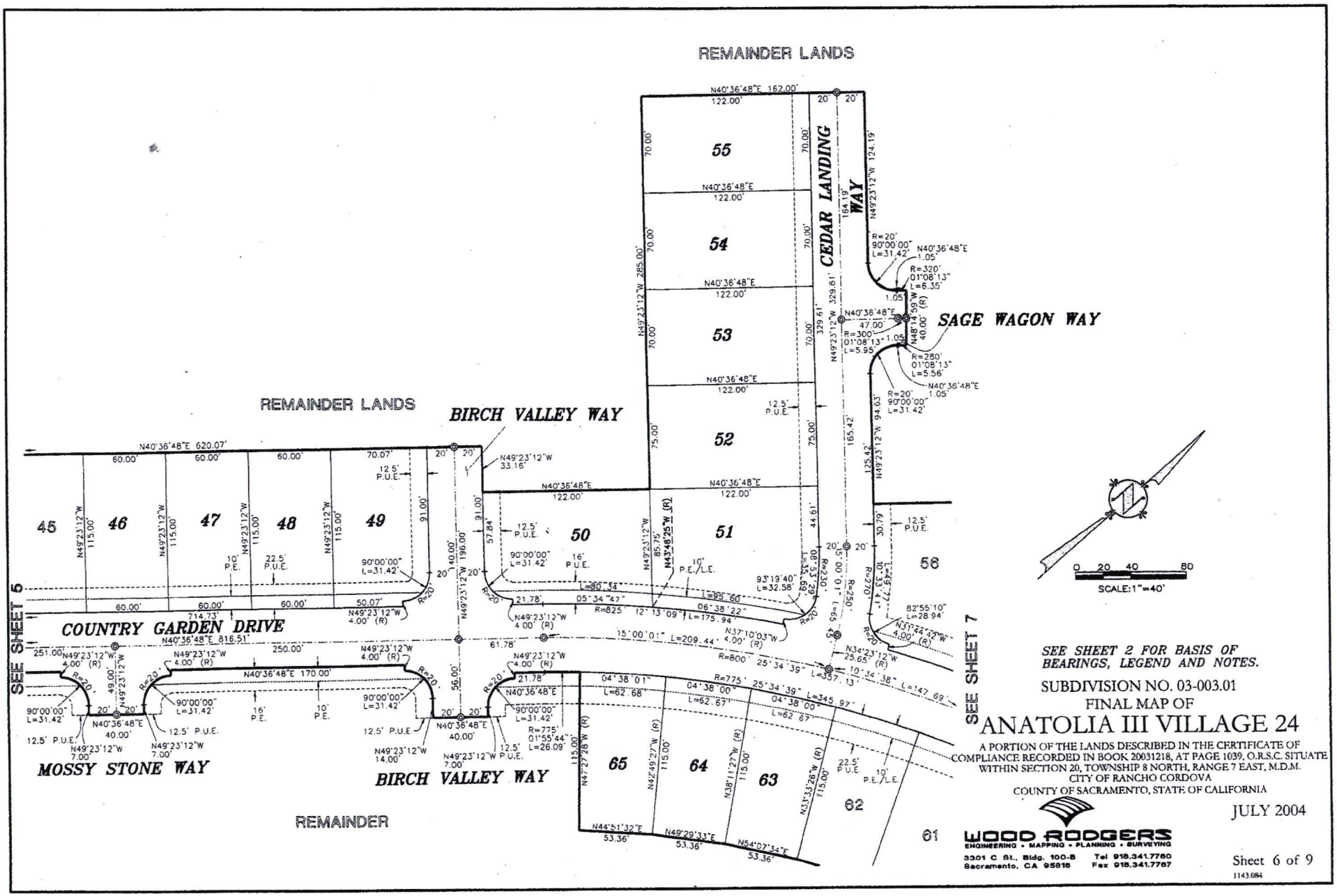
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SUBDIVISION NO. 03-003.01

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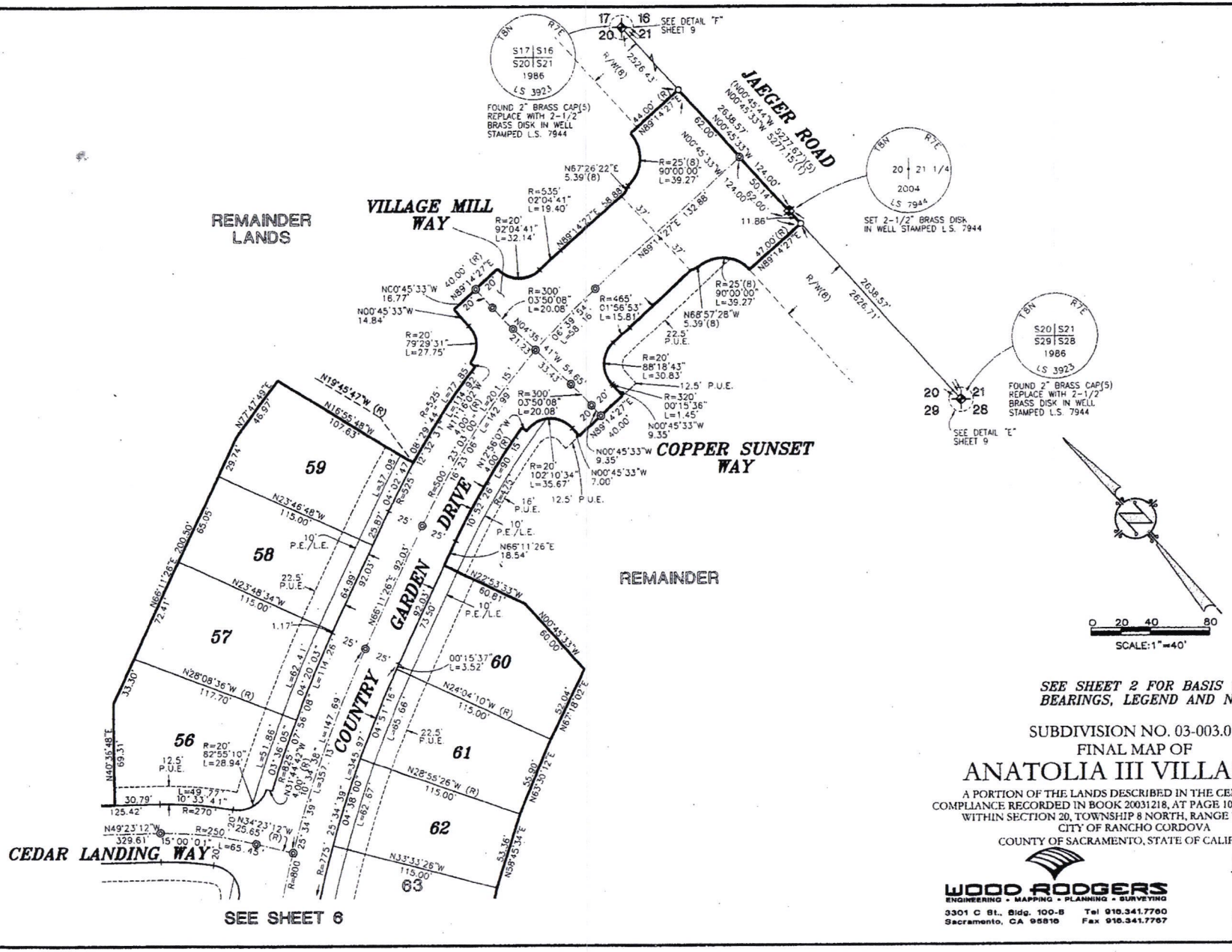
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1143.084



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SUBDIVISION NO. 03-003.01

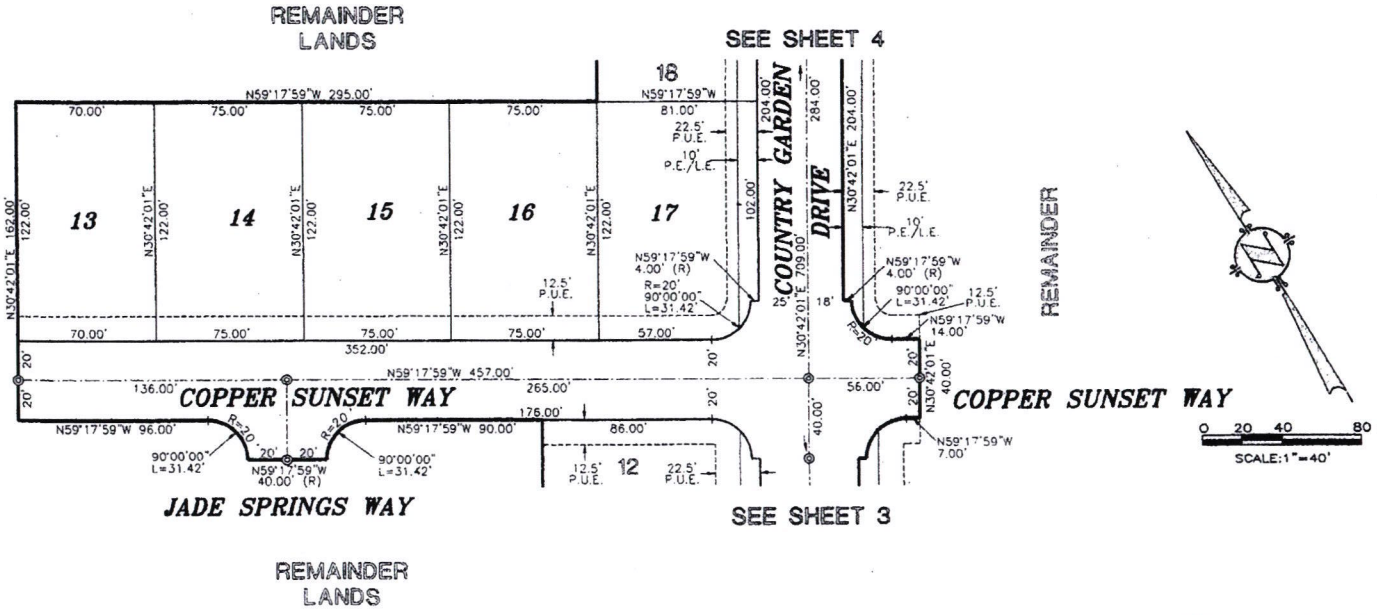
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SUBDIVISION NO. 03-003.01

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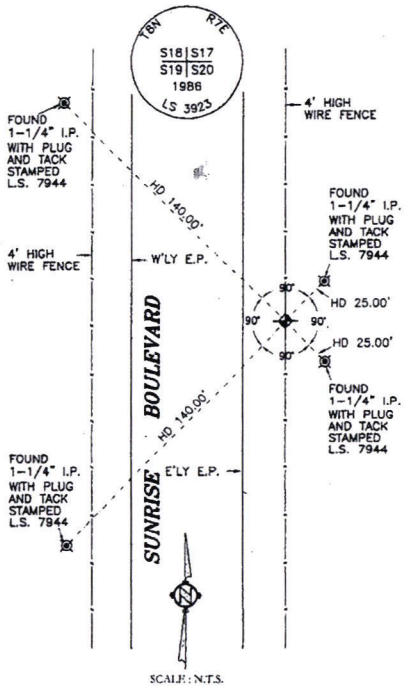
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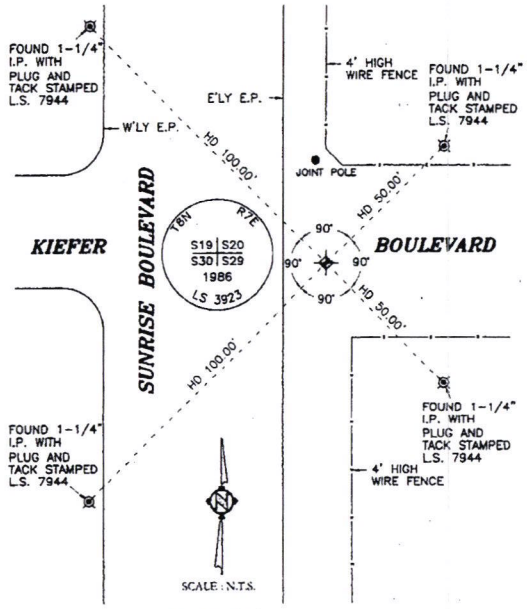
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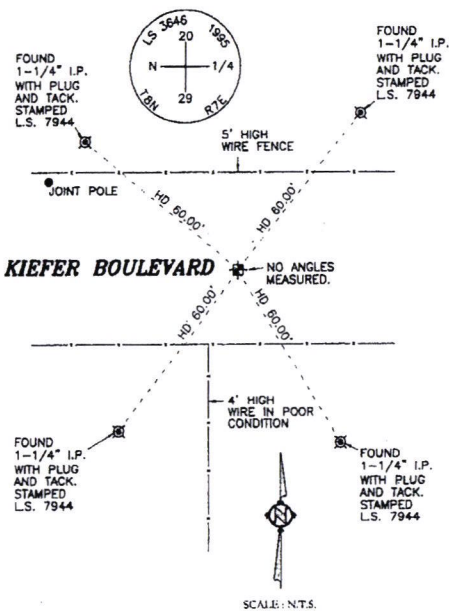
DETAIL "B"

CORNER RECORD DOC. # 1050



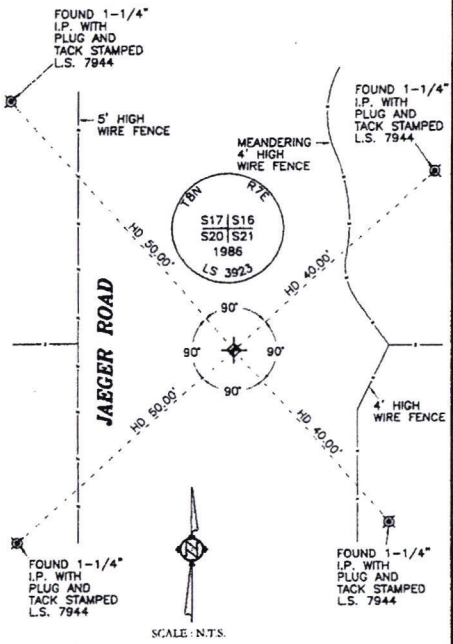
DETAIL "C"

CORNER RECORD DOC. # 1056



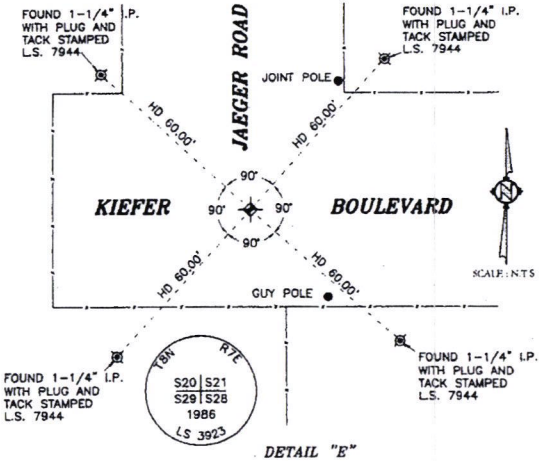
DETAIL "D"

CORNER RECORD DOC. # 1053



DETAIL "F"

CORNER RECORD DOC. # 1054



DETAIL "E"

CORNER RECORD DOC. # 1049

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SUBDIVISION NO. 03-003.01

FINAL MAP OF

ANATOLIA III VILLAGE 24

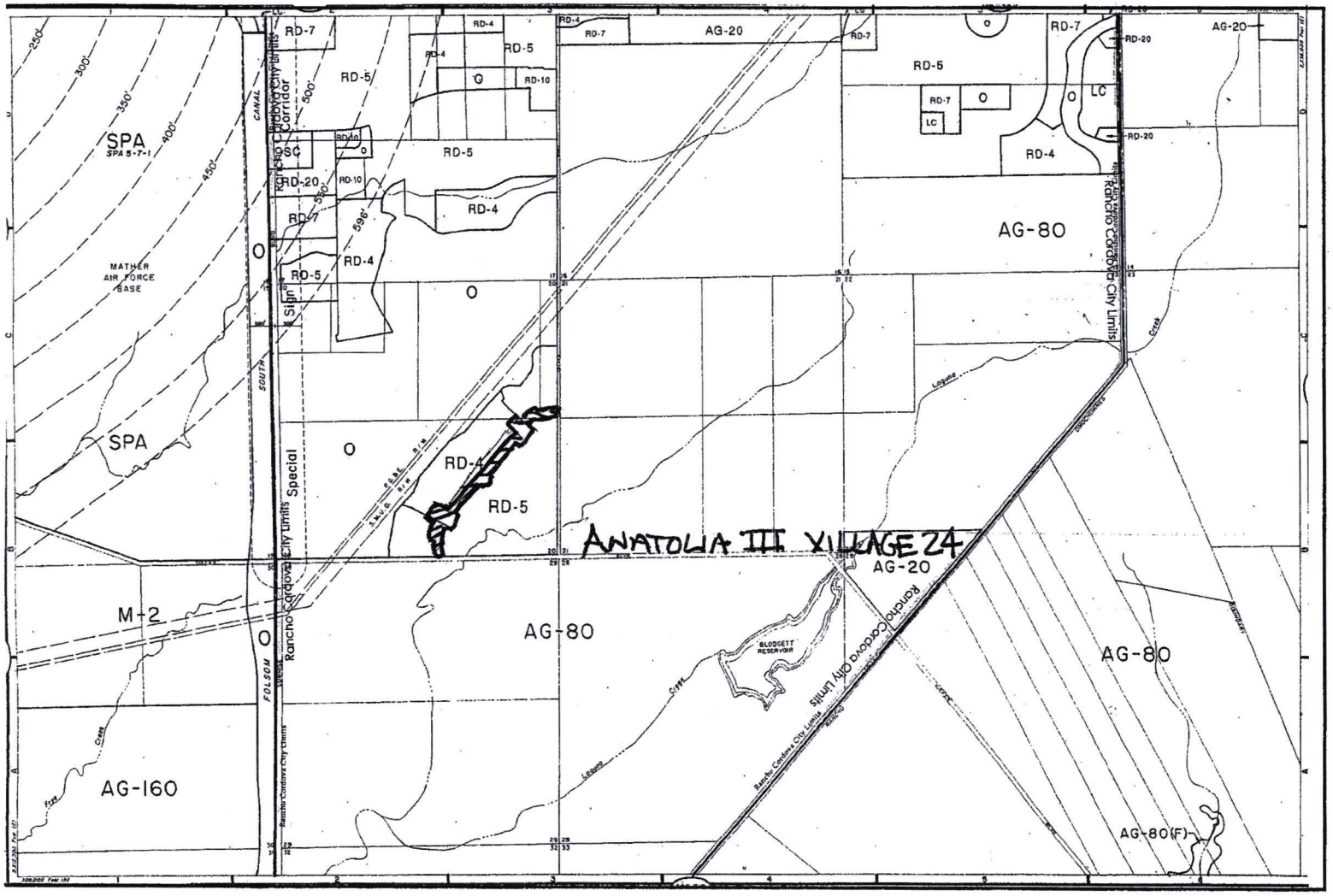
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ZONING MAP

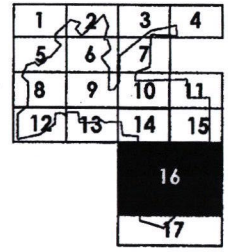


AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minumum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM-1	Space Rental Park
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

SCALE IN FEET
500 1000 2000

MAP SHEET INDEX



ZONING MAP SHEET 16

RESOLUTION NO. 112-2004

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION MAP NO.RC 03-003.01 OF ANATOLIA III VILLAGE 24

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Lennar Renaissance, Inc.** and the subdivision designated as **Anatolia III Village 24** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the _____ day of _____ of 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor
City of Rancho Cordova

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **Lennar Renaissance, Inc., A California Corporation** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

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

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **Anatolia III, Village No. 24**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **twenty-four** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee.** Principal acknowledges that the City is in the process of adopting one or more fees and/or financing mechanisms in order to implement provisions of the Sunridge Specific Plan, and that as of the time of recordation of the Final Map, these fees and/or financing mechanisms are not yet in effect. Principal acknowledges and agrees that with the exception of model homes, no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. **Improvement Security**. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5

herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$17,460,400.00 Dollars (Seventeen Million Four Hundred Sixty Thousand, Four Hundred & No/100).** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash

deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. **Improvement Security As Condition Precedent**. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. **Inspection of Work In Progress**. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be

reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. **Execution By Real Party In Interest**. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. **Waiver of Civil Code Section 2819**. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. **County Construction of Improvements**. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. **Interest**. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. **Special Tax for Police Services**. Principal agrees to support the adoption of a special tax for police services that is at the same tax levels as the one adopted for the Rancho

Cordova Special Police Tax Area Zone 1 through Ordinance No. 16-2003.

21. **Development Agreement**. Principal will agree to execute and City will in good faith prepare and process a development agreement in form and substance that is the same as the development agreement utilized for Anatolia III.

22. **Attorneys' Fees**. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

23. **Amendments**. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

24. **Entire Agreement**. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

25. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the

drafting party shall not apply in construing or interpreting this Agreement.

26. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

27. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

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

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST:_____
Clerk of the City Council

PRINCIPAL

_____
Jeffrey Spitzer - Vice President

a:\im_sec.agr

Memorandum

Date: July 19, 2004

To: Honorable City Council

From: Cyrus Abhar, City Engineer CA

Subject: Certificate of Compliance for Lawful Parcel Request for Assessor's Parcel Number 072-0640-041 and 042

DISCUSSION:

This item was continued from the July 6 council meeting. A council member questioned whether the special assessment bonds have been addressed and what condition was being placed to guarantee access to the land locked parcel. It has been confirmed that the 1911 assessment bond has been reapportioned. Both parcels are owned by the same entity. If and when one of the parcels is sold an easement for access shall be granted. Therefore, the property owner, Robert D. Baggaley of El Dorado Hills, California, is requesting to certify the two above-mentioned parcels as lawful. The creation of both parcels is the result of Assessor's Parcel Number 072-0640-041 being leased for a cellular radio transmission facility and Assessor's Parcel Number 072-0640-042 is the remainder parcel. According to Section 66412 (j) of the Subdivision Map Act this division is exempt and the parcel would be lawful.

RECOMMENDATION:

The City Engineer's office has reviewed the Certificate of Compliance and the supporting documents prepared by staff and have determined that they are in compliance with the requirements of the Subdivision Map Act. It is recommended that the City Council approve the attached Certificate of Compliance for Lawful Parcels located at the property with the address of 3261 Hydraulic Drive (North side of Hydraulic Drive, approximately 330 feet East of Fitzgerald Road) with no conditions.

Attachments:

1. Resolution Approving the conditional Certificate of Compliance for Lawful Parcels
2. Certificate of Compliance

AGENDA ITEM # 6

After Recording, please return to
City of Rancho Cordova
City Engineer
3121 Gold Canal Drive
Rancho Cordova, CA 95670

CERTIFICATE OF COMPLIANCE – LAWFUL PARCEL
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

Acting at the request of the owners, Robert D. and Gayle L. Baggaley of Rancho Cordova
The City Council of Rancho Cordova, pursuant to Section 66499.35 of the Subdivision Map act and Title 22 of the City of Rancho Cordova Code, as amended,

HEREBY CERTIFIES:

1) That the real property and/or the division thereof described herein complies with the applicable provisions of the Subdivision Map Act and Title 22 of the City of Rancho Cordova code as of the date of issue: and

2) That conditions may have been imposed in granting this Certificate of Compliance and are to be fulfilled and implemented by the applicant or applicant's grantee; and

3) That the issuance and recordation of this Certificate of Compliance has been duly authorized and approved by the City Council of Rancho Cordova.

CAVEAT: This certificate relates only to issues of compliance or noncompliance with Subdivision Map Act and local ordinances enacted pursuant there to. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grant or grants of approval. Recordation of this instrument does **NOT** indicate or imply that the subject property complies in any respect with the Zoning Code of the City of Rancho Cordova including, but not limited to requirements of said code with respect to lot area, street frontage or lot width.

The real property affected by this action is situated in City of Rancho Cordova, Sacramento County, California and is commonly known as Assessor's Parcel (s), APN: 072-0640-041 & 042 and is particularly described on Exhibit "A" attached hereto and made part hereof for all purposes.

DATE OF ISSUANCE: _____

CITY ENGINEER

By: _____
Cyrus Abhar, P.L.S. 7723
Expires: 12-31-05

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1

THE NORTH 50.00 OF THE EAST 54.00 FEET AND THE SOUTH 30.00 FEET OF THE NORTH 80.00 FEET OF THE EAST 45.00 FEET OF PARCEL 16, AS SAID PARCEL 16 IS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "FITZGERALD TRADE CENTER", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, IN BOOK 97 OF PARCEL MAPS, AT PAGE 21.

PARCEL 2

PARCEL 16 IS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "FITZGERALD TRADE CENTER", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, IN BOOK 97 OF PARCEL MAPS, AT PAGE 21.

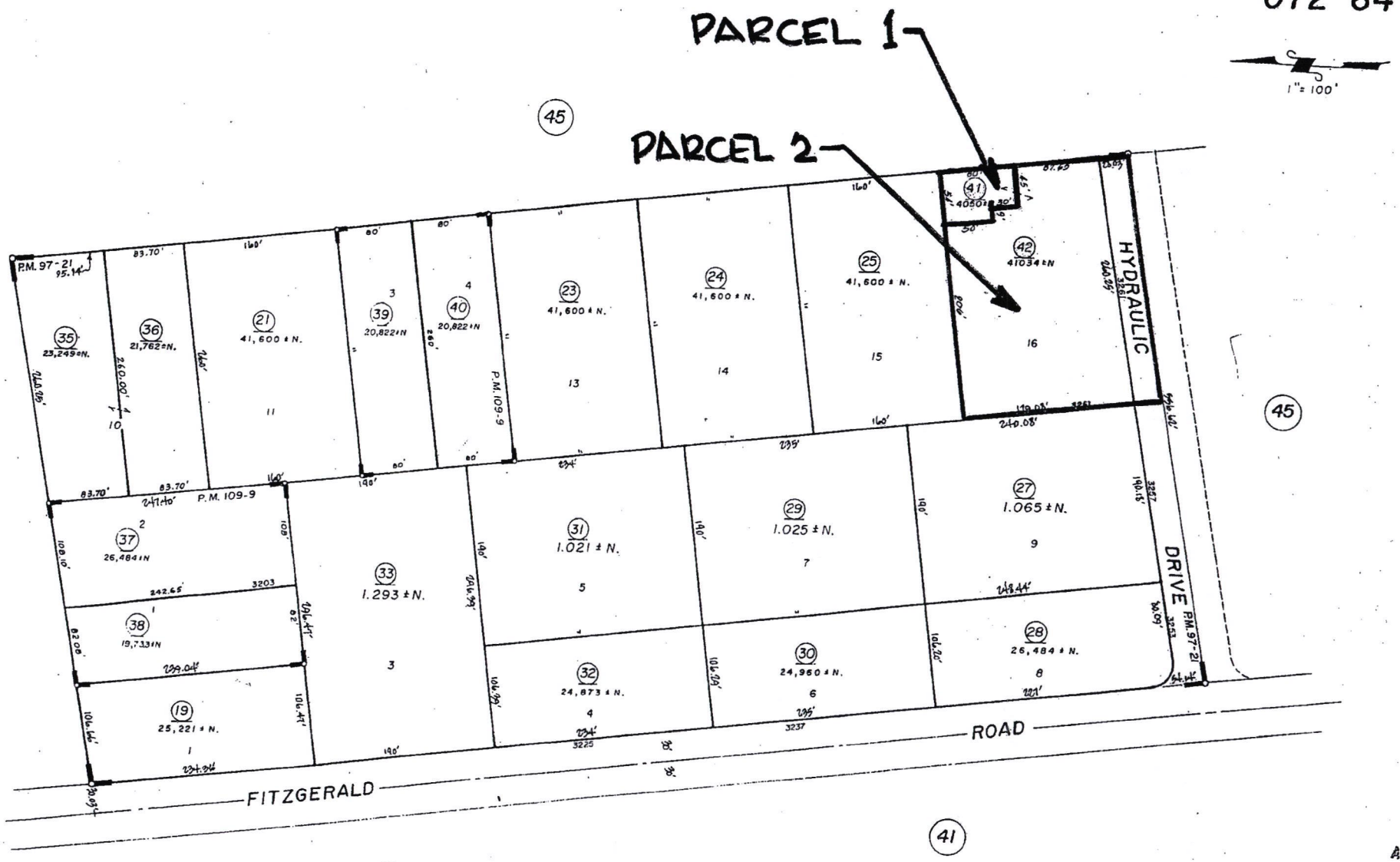
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE NORTH 50.00 OF THE EAST 54.00 FEET AND THE SOUTH 30.00 FEET OF THE NORTH 80.00 FEET OF THE EAST 45.00 FEET OF SAID PARCEL 16.

Along with an access easement over parcel 2 to parcel 1

POR. PROJ. T.8&9N., R.7E., M.D.B.&M.

072-64



Fitzgerald Trade Center, P.M. Bk. 97, Pg. 21 (12-19-86)

Assessor's Map Bk. 72 Pg. 64
County of Sacramento Calif.

CITY OF RANCHO CORDOVA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING AND APPROVING THE ISSUANCE AND RECORDATION OF THIS CERTIFICATE OF COMPLIANCE FOR LAWFUL PARCELS OF ASSESSOR'S PARCEL NUMBERS 072-0640-041 and 042

WHEREAS, The real property and /or the division thereof complies with the applicable provisions of the Subdivision Map Act and Title 22 of the City of Rancho Cordova code as of the date of issue; and

WHEREAS, No conditions may have been imposed .

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Rancho Cordova that the issuance and recordation of this Conditional Certificate of Compliance has been duly authorized and approved by the City Council; and

On a motion by Council member_____, seconded by Council member_____, the foregoing resolution was passed and adopted by the City Council of the City of Rancho Cordova, this _____ day of _____, 200_, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____

MAYOR

ATTEST: _____

CITY CLERK

Memorandum

Date: July 12, 2004

To: Mayor and Council Members

From: Lillian Hare, City Clerk

Subject: **Consider Changing Regular City Council Meeting Start Time from 6:30 p.m. to 5:30 p.m.**

RECOMMENDATION:

Adopt Resolution No. 113-2004 rescinding Resolution 02-2003 and approving a new start time of 5:30 p.m. for Regular City Council Meetings.

BACKGROUND:

Regular City Council Meetings were originally designated by Resolution 02-2003 to have a start time of 6:30 p.m. It is thought that an earlier start time would provide for an earlier conclusion to meetings, which have been ending close to midnight.

The attached resolution will rescind the original resolution and provide for a new start time of 5:30 p.m. and restrict the discussion of new items of business after 11:00 p.m.

FISCAL IMPACT

None.

Attachment: Resolution 113-2004

AGENDA ITEM # 7

CITY OF RANCHO CORDOVA

RESOLUTION NO. 113-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA RESCINDING RESOLUTION 02-2003 AND CHANGING THE TIME FOR REGULAR CITY COUNCIL MEETINGS

Whereas, the City Council of the City of Rancho Cordova desires to encourage and maximize participation of the public in the proceedings and discussions of the City Council.

NOW, THEREFORE, the City Council of the City of Rancho Cordova does hereby resolve as follows:

1. The Regular Meeting days for the City Council of the City of Rancho Cordova shall remain the first and third Monday of the month, provided that if a regular meeting date is an official holiday, the meeting will be held on the following day.

2. The Regular Meeting time of the City Council of the City of Rancho Cordova shall be changed to 5:30 p.m.

3. During a Regular Meeting of the City Council, no new item of business will be considered after 11:00 p.m.

4. The Regular Meeting place of the City Council of the City of Rancho Cordova shall be the City Council Chambers at 3121 Gold Canal Drive, Rancho Cordova, California.

5. Resolution 02-2003 is hereby rescinded.

PASSED AND ADOPTED this 19th day of July, 2004, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Linda Budge, Mayor
City of Rancho Cordova

ATTEST:

_____
Lillian Hare, City Clerk

Memorandum

Date: July 12, 2004

To: Mayor and Council Members

From: Lillian Hare, City Clerk

Subject: **Resolution Authorizing the City of Rancho Cordova to Contract with the California Public Employees' Retirement System (CalPERS) for Employee Health Insurance**

RECOMMENDATION:

Adopt Resolution 114-2004 authorizing the city to enter into a contract with CalPERS to provide employee health insurance.

BACKGROUND:

After the City of Rancho Cordova incorporated in July of 2003, the city sought employee health care insurance to provide to regular employees. In September of 2003, the city entered into a contract for employee health insurance but because of the small size of the city's workforce at the time, options for quality health care at a reasonable cost were very limited. With the expected expansion of the city's workforce, health insurance options have once again been explored in the hopes of providing a better quality product than the one currently offered.

After reviewing several health insurance options with five brokers/consultants, staff recommends that the city contract with CalPERS for health insurance coverage. CalPERS had rates that were competitive with the other plans reviewed and was the only provider offering composite rates (same premium regardless of age) and had a wide selection of health providers in its plans from which each employee can choose. Also, because of the size of CalPERS, its purchasing power provides strong leverage in negotiating health insurance premiums during these times of continually rising health care costs. CalPERS is the largest provider of healthcare insurance to municipalities in California.

In addition, CalPERS provides the opportunity to participate in retiree health benefits by allowing retired employees to continue in the CalPERS insurance pool with a small city contribution required whenever we have a retiree.

FISCAL IMPACT

There is no fiscal impact to the city for implementing CalPERS Health Insurance. Employees currently receive $780.00 per month to utilize for the purchase of health, dental, vision and other benefits selections and at present the city has no retirees.

Attachment: Resolution 114-2004

AGENDA ITEM # 8

RESOLUTION 114-2004

A RESOLUTION OF THE CITY OF RANCHO CORDOVA

**ELECTING TO BE SUBJECT TO
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AND
FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND THE EMPLOYER'S CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS**

WHEREAS, (1) Government Code Section 22850 provides the benefits of the Public Employees' Medical and Hospital Care Act to employees and annuitants of local agencies contracting with the Public Employees' Retirement System on proper application by a local agency; and

WHEREAS, (2) Government Code Section 22857 provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants shall be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

WHEREAS, (3) The City of Rancho Cordova, hereinafter referred to as Public Agency is a local agency contracting with the Public Employees' Retirement System; and

WHEREAS, (4) The Public Agency desires to obtain for its employees and annuitants the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations; now, therefore, be it

RESOLVED, (a) That the Public Agency elect, and it does hereby elect, to be subject to the provisions of the Act; and be it further

RESOLVED, (b) That the employer's contribution for each employee shall be the amount necessary to pay the full cost of his enrollment, including the enrollment of his family members in a health benefits plan up to a maximum of $32.20 per month; and be it further

RESOLVED, (c) That the employer's contribution for each annuitant shall be the amount necessary to pay the cost of his enrollment, including the enrollment of his family members, in a health benefits plan up to a maximum of $1.00 per month; and be it further

RESOLVED, (d) That the employer's contribution for each annuitant shall be increased annually by 5 percent of the monthly contribution for employees, until such time as the contributions are equal;

And that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund; and be it further

RESOLVED, (e) That the executive body appoint and direct, and does hereby appoint and direct, the City Clerk to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Public Agency all functions required of it under the Act and Regulations of the Board of Administration; and be it further

RESOLVED, (f) That coverage under the Act be effective on Septembr 1, 2004

PASSED AND ADOPTED this 19th day of July, 2004, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Linda Budge, Mayor
City of Rancho Cordova

ATTEST:

Lillian Hare, City Clerk

Staff Report

Date: July 19, 2004

To: Honorable City Council

From: Steven R. Meyers, City Attorney

Subject: Elections Concerning the Establishment of Special Tax for Police Protection Services for Various Special Tax Area Zones; RC 03-001; 03-033; 04-098, 04-099; 04-107

RECOMMENDATIONS

Staff recommends approving Resolution 116-2004, announcing the results of the police tax elections concerning Special Tax Area Zones: 1, 3, 5, 6, 7, 8, 10, 11, 12, 13 & 14.

DISCUSSION

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City.

Pending Elections

In accordance with this above-described process, the City recently adopted several resolutions creating several zones within the Rancho Cordova Special Police Tax Area. In addition, the City adopted various ordinances corresponding with these resolutions, establishing the special taxes for police services subject to landowner-voter confirmation, as follows:

Tax Zone	Resolution / Ordinance Number, Date
Zone 1	Resolution 48-2004, adopted April 19, 2004 Ordinance 14-2004, adopted May 3, 2004
Zone 3:	Resolution 49-2004, adopted April 19, 2004 Ordinance 21-2004, adopted May 3, 2004

AGENDA ITEM # 9

Zone 5:	Resolution 92-2004, adopted June 21, 2004 Ordinance 34-2004, adopted July 6, 2004
Zone 6:	Resolution 93-2004, adopted June 21, 2004 Ordinance 35-2004, adopted July 6, 2004
Zone 7:	Resolution 91-2004, adopted June 21, 2004 Ordinance 31-2004, adopted July 6, 2004
Zone 8:	Resolution 27-2004, adopted June 21, 2004 Ordinance 27-2004, adopted July 6, 2004
Zone 10:	Resolution 95-2004, adopted June 21, 2004 Ordinance 33-2004, adopted July 6, 2004
Zone 11:	Resolution 96-2004, adopted June 21, 2004 Ordinance 28-2004, adopted July 6, 2004
Zone 12:	Resolution 97-2004, adopted June 21, 2004 Ordinance 30-2004, adopted July 6, 2004
Zone 13:	Resolution 98-2004, adopted June 21, 2004 Ordinance 29-2004, adopted July 6, 2004
Zone 14:	Resolution 94-2004, adopted June 21, 2004 Ordinance 32-2004, adopted July 6, 2004

Ballots were mailed out to property owners following approval of the ordinances. The ballots will be tabulated and the results will be announced by the City Clerk at this City Council meeting.

The Council should now announce the result of the elections. If the tax in each election has been approved by at least two-thirds of the property owners voting, the tax will go into effect effective July 1, 2004.

The following are the responses to the question on the ballots, which asks whether the applicable landowner approves of the City ordinance authorizing a special tax in the zone encompassing the landowner's property:

Special Tax Area Zone 1: 1 "yes"; __ "no's";
Special Tax Area Zone 3: 1 "yes"; __ "no's";
Special Tax Area Zone 5: 1 "yes"; __ "no's";
Special Tax Area Zone 6: 1 "yes"; __ "no's";
Special Tax Area Zone 7: 1 "yes"; __ "no's";
Special Tax Area Zone 8: 1 "yes"; __ "no's";

Special Tax Area Zone 11: 1 "yes"; __ "no's";
Special Tax Area Zone 12: 1 "yes"; __ "no's";
Special Tax Area Zone 13: 1 "yes"; __ "no's";
Special Tax Area Zone 14: 1 "yes"; __ "no's".

CITY OF RANCHO CORDOVA

RESOLUTION NO. 116 - 2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF ELECTIONS FOR SPECIAL TAXES FOR POLICE SERVICES WITHIN THE CITY

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Ordinance 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, the City has recently adopted several resolutions (listed in Attachment 1 hereto), recognizing the need for increased police protection services in various areas of the City and the difficulty of funding current or increased levels of such services with available revenues. In adopting these resolutions, the City created various zones within the Rancho Cordova Special Police Tax Area and authorized elections in such zones, to be conducted by mail ballot; and

WHEREAS, the City has recently adopted various ordinances (also listed in Attachment 1 hereto), corresponding with the above-described resolutions, which establish the special taxes for police services subject to landowner-voter confirmation; and

WHEREAS, the various police tax ordinances take effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2004.

WHEREAS, the ballots sent to the various owners asked them a single question in the form of: "Shall Ordinance No. __-2004 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone __ of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, police tax elections have now been conducted, and the owners of real property subject to the police tax zones have voted on the issue of whether to approve the ordinance authorizing the special tax in the zone in which that owner's property is located; and

WHEREAS, the election results for Special Tax Area Zones 2 and 4 were announced at the City Council meetings on February 17, 2004 and May 17, 2004, respectively and, in both cases, the landowner voted to approve of the ordinances that created the police tax zone in which the landowner's real property was located.

WHEREAS, the City now wishes to declare the results of the police tax elections for several different zones.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the police tax ballots and the following are the responses to the question on the ballot asking whether the applicable landowner approved of the City ordinance authorizing a special tax in the zone encompassing the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 1: 1 "yes"; __ "no's";
Special Tax Area Zone 3: 1 "yes"; __ "no's";
Special Tax Area Zone 5: 1 "yes"; __ "no's";
Special Tax Area Zone 6: 1 "yes"; __ "no's";
Special Tax Area Zone 7: 1 "yes"; __ "no's";
Special Tax Area Zone 8: 1 "yes"; __ "no's";
Special Tax Area Zone 11: 1 "yes"; __ "no's";
Special Tax Area Zone 12: 1 "yes"; __ "no's";
Special Tax Area Zone 13: 1 "yes"; __ "no's".
Special Tax Area Zone 14: 1 "yes"; __ "no's";

3. In accordance with the ordinances referenced herein, stipulating that the police taxes for the zones discussed herein take effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, the police taxes for the zones discussed herein shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2004. The effective dates of the various zones are listed in Attachment 2, attached hereto.

On a motion by Councilperson _____, seconded by Councilperson_____, the foregoing resolution was passed and adopted by the City Council of the City of Rancho Cordova, this 19th day of July, 2004, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

LIST OF ATTACHMENTS

Attachment 1 - List of resolutions creating police tax zones and ordinances establishing police taxes.

Attachment 2 - Effective date of Police Tax Area zones that have undergone elections as of July 19, 2004.

Attachment 1

List of Police Tax Resolutions and Ordinances

Listed herein are the resolutions creating special tax area zones within the Rancho Cordova Special Police Tax area and the ordinances establishing special taxes for police protection, as of July 19, 2004.

Zone 1: Resolution 48-2004 creating Special Tax Area Zone 1 within the Rancho Cordova Special Police Tax Area

Ordinance 14-2004 establishing a special tax for police protection for the Anatolia III subdivision

Zone 2: Resolution 4-2004 creating Special Tax Area Zone 2 within the Rancho Cordova Special Police Tax Area

Ordinance 3-2004 establishing a special tax for police protection for the Mather East subdivision

Zone 3: Resolution 49-2004 creating Special Tax Area Zone 3 within the Rancho Cordova Special Police Tax Area

Ordinance 21-2004 establishing a special tax for police protection for the Ellenwood Court Unit No. 2 subdivision

Zone 4: Resolution 60-2004 creating Special Tax Area Zone 4 within the Rancho Cordova Special Police Tax Area

Urgency Ordinance 23-2004 establishing a special tax for police protection for the Anatolia III subdivision

Zone 5: Resolution 92-2004 creating Special Tax Area Zone 5 within the Rancho Cordova Special Police Tax Area

Ordinance 34-2004 establishing a special tax for police protection services for the Anatolia I (Village 7) and Anatolia II (Villages 9 and 12) subdivisions

Zone 6: Resolution 93-2004 creating Special Tax Area 6 within the Rancho Cordova Special Police Tax Area

Ordinance 35-2004 establishing a special tax for police protection services for the Anatolia I (Villages 1, 3, 4 and 8) and Anatolia II (Village 15) subdivisions

Zone 7: Resolution 91-2004 creating Special Tax Area Zone 7

Ordinance 31-2004 establishing a special tax for police protection services for the Villages of Zinfandel, Village No. 8 ("Alexander Collection at Stonecreek") subdivision

Zone 8: Resolution 27-2004 Creating Special Tax Area Zone 8

Ordinance 27-2004 establishing a special tax for police protection services for the Stone Creek Subdivision

Zone 10: Resolution 95-2004 Creating Special Tax Area Zone 10

Ordinance 33-2004 establishing a special tax for police protection services for the Sunridge Park Subdivision, Village 3, owned by Rancho 80, LLC

Zone 11: Resolution 96-2004 Creating Special Tax Area Zone 11

Ordinance 28-2004 establishing a special tax for police protection services for the Sunridge Park Subdivision, Villages 2A & 5A, and a Portion of Unit A, owned by Sunridge Park, LP

Zone 12: Resolution 97-2004 Creating Special Tax Area Zone 12

Ordinance 30-2004 establishing a special tax for police protection services for the Sunridge Park Subdivision, Village 9A & 10A and a Portion of Unit A, owned by Beazer Homes Holdings Corporation

Zone 13: Resolution 98-2004 Creating Special Tax Area Zone 13

Ordinance 29-2004 establishing a special tax for police protection services for the Sunridge Park Subdivision, Unit A, owned by Sunridge Investors, LLC

Zone 14: Resolution 94-2004 Creating Special Tax Area Zone 14

Ordinance 32-2004 establishing a special tax for police protection services for the Sunridge Park Subdivision, Villages 1A, 4A, 6, 7, 8A & 11A and a Portion of Unit A, owned by Pleasant Valley Investments, LC

Attachment 2

Effective Date of Police Tax Area Zones Subject to Elections as of July 19, 2004

Listed herein are the effective dates for the various special tax area zones within the Rancho Cordova Special Police Tax Area that have been established as of July 19, 2004, the date Resolution __-2004 was adopted. By ordinance, the effective dates are the election dates for the various zones.

SPECIAL POLICE TAX AREA	EFFECTIVE DATE
Special Tax Area Zone 1:	June 28, 2004
Special Tax Area Zone 2:	February 17, 2004
Special Tax Area Zone 3:	June 28, 2004
Special Tax Area Zone 4:	May 17, 2004
Special Tax Area Zone 5:	July 19, 2004
Special Tax Area Zone 6:	July 19, 2004
Special Tax Area Zone 7:	July 19, 2004
Special Tax Area Zone 8:	July 19, 2004
Special Tax Area Zone 10:	July 19, 2004
Special Tax Area Zone 11:	July 19, 2004
Special Tax Area Zone 12:	July 19, 2004
Special Tax Area Zone 13:	July 19, 2004
Special Tax Area Zone 14:	July 19, 2004

City Council Staff Report

Date: July 19, 2004
Project: Ellenwood Apartments
File: RC-03-049
Request: Design Review for the Ellenwood Apartment Development
Location: 10136 Ellenwood Avenue, Rancho Cordova, CA
South side of Ellenwood Ave, approximately 550 feet east of Routier Road
APN: 077-0200-037
Planner: William Campbell, Principal Planner

OWNER:	**ARCHITECT:**
Parkcrest Development Robert Park 3090 Fite Circle, Ste. 203 Sacramento, CA 95827	Henry F. Yee Architect 3090 Fite Circle, Ste. 203 Sacramento, CA 95827

Recommendation:

Planning Commission recommends the City Council determine the project is exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, which states the proposed design review activity will not result in a direct or reasonably foreseeable indirect physical change in the environment and determine the project is consistent with the City Design Guidelines, and approve Resolution 105-2004, subject to the Design Package and the Conditions of Approval.

Background:

The Planning Commission of the County of Sacramento unanimously approved a Use Permit for the 28 unit apartment project on January 29, 2001. There were two exceptions to the Zoning Code approved in the same action. One allowed a two story building within 100 feet of an adjacent single family residential property and the second allowed a reduced landscape planter along the eastern property line, from 10 feet to 5 feet. The County Planning Commission did not approve an exception to eliminate a tot lot requirement. The County adopted a list of conditions, along with a Mitigation Monitoring and Reporting Program (MMRP) that required certain tree preservation and landscape provisions to enhance the project. The applicant had been engaged in the improvement plan review with the County to meet the conditions, prior to the City's incorporation.

The applicant has begun construction of the site improvements (i.e. under ground utilities and rough grading with the anticipation of the City approving the building design).

The Rancho Cordova Planning Commission received the project and reviewed the proposal at a public hearing on June10, 2004. The Planning Commission unanimously fel the project would improve the area and would like to see more projects of this scale and design. It was the opinion of one of the Commissioner's that the design should be used as a model for future apartment projects of this scale. It was the unanimous opinion of the Planning Commission to forward the project to the City Council for final approval.



FIGURE 1 – SITE LOCATION

Land Use Relationships with Adjacent Properties:

	General Plan Land Use Designation	Zoning and Community Plan Designations	Existing Land Use
Subject Property	Low Density Residential	RD-10	vacant
North	Low Density Residential	RD-10	Single Family
East	Low Density Residential	RD-10	Single Family
South	Low Density Residential	RD-20	Apartments
West	Low Density Residential	AR-1	Single Family

Analysis:

The project has been evaluated according to the following design concepts by the Planning Commission and staff. All projects subject to the Design Review Ordinance are encouraged to meet the following:

1. Mass, scale and architecture which is compatible with existing and adjacent neighborhoods. The intent is to encourage appropriate transitions between uses and structures of varying residential density and a general compatibility of architectural styles.
2. Original designs that are tailored to the site and discourage monotonous or institutional type buildings and site design.
3. Site design that preserves, enhances and incorporates the significant natural features of a site as an element within the overall design.
4. High quality building designs that consist of durable and maintainable materials for the exterior treatment of the buildings that complement the building mass and articulation.
5. The establishment of a streetscape presence and appearance through setbacks, landscaping, building placement, and architecture that defines the pedestrian and vehicular corridor and presents an appealing and continuous theme along a sidewalk, street or trail.
6. Landscaping that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street and pedestrian walkways.
7. Ensure that design provisions do not preclude the development of multi-family housing affordable to all income levels.

Evidence to support the design objectives:

1. The project has been designed to lessen the mass and scale of the project to the surrounding neighborhood. The building unit sizes vary between 4 and 6 unit configurations and the size, and the two story buildings have been situated to reduce the visual impact to the existing single-family residential units.
2. The design features of the project have included enhanced architectural treatments of the windows, decorative trims, projecting porch features, a color scheme and cornice moldings to reduce the monotony of the project.
3. The project was approved with certain trees to be retained and those trees have been saved on site. Additional landscaping around the buildings has been provided, along with the development of private enclosed patios for each unit.
4. The project is designed in a "Traditional" character with large column entry porches. The buildings vary in size and are articulated with building wall off-sets, vertical o riented window openings, scoured stucco wall panels, and a color scheme that will lend to the attractiveness of the project. The applicant has made a number of changes to the original design in order to present a satisfactory product that staff could recommend approval to the Commission.
5. The project is directly across the street from single story homes and adjoins two-story single family homes to the east. The scale and setbacks of the new buildings would not encroach upon the privacy of the adjoining properties. There is an apartment project to the south of the subject property that is

approximately twice as dense as the proposed project. The subject property is the transition project between the higher density and the low density developments in the area.

6. The proposed project is a market rate apartment complex which does not include any affordable rate units. These units are 2 and 3 bedroom units with single car garages and one un-covered parking spaces. The surrounding neighborhood provides an adequate supply of affordable rate units.
7. The project does not have second floor entries, exposed stairway and railings, which promotes the appearance of a "townhouse" configuration rather than a typical apartment project. The character of the "townhouse" appearance enhances the surrounding neighborhood.

Conclusion:

The applicant has provided a housing product that would compliment the neighborhood and provide additional housing opportunities for families that wish to rent. The architectural design of the project is compatible with the height of other two story structures in the neighborhood and the mass of the six unit buildings are similar to the scale and size of the project to the south. The four unit buildings are setback approximately 40 feet from Ellenwood Avenue, providing a significant landscape front yard to the single family lots across the street.

Environmental Analysis:

The project is exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, which states the design review activity will not result in a direct or reasonably foreseeable indirect physical change in the environment are exempt from review under CEQA.

Financial Implications to City:

There are no significant cost implications to the City for this development.

Recommended Motions:

1. "Move the City Council find the project exempt under Section 15061(c)(2) of the California Environmental Quality Act (CEQA) Guidelines."
2. "Move the City Council approve Resolution No. 105-2004 for project RC-03-049, 10136 Ellenwood Avenue, subject to the Findings and Evidence in the Resolution and the Design Package and Conditions of Approval."

Attachments:

1. Resolution No. 105-2004, including Exhibit A (Design Package consisting of the site plan, building elevations and landscape plan) and Exhibit B (Conditions of Approval).
2. Project Plans
3. County Approval Letter dated January 29, 2001, with addendum.
4. Planning Commission Minutes of June 10, 2004

ATTACHMENT 1

RESOLUTION 105-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A DESIGN REVIEW FOR THE ELLENWOOD APARTMENTS PROJECT # RC-03-049

WHEREAS, Parkcrest Development (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for a Design Review for the construction of the 28 unit apartment project, known as, Ellenwood Apartments, RC-03-049; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the Planning Commission reviewed the plans for consistency with the City's adopted Design Review Ordinance and subsequently moved to forward a recommendation of approval to the City Council, on June 10, 2004; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. That the project site was adequately analyzed according to the Guidelines of the California Environmental Quality Act.

   Finding:
   The project site is in compliance with the California Environmental Quality Act (CEQA).

   Evidence: A Negative Declaration was prepared for this project by the County of Sacramento and addressed the cumulative impacts of the anticipated development within the planning area. This project is consistent with the previous analysis and the City will be reviewing the design of the buildings.

2. Approve the Design Review, subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B); supported by the following Findings and Evidence:

   Findings:
   a) High quality building designs that consist of durable and maintainable materials and that provide visual interest and diversity to the community.
   b) Building designs that maintain human scale and interest.
   c) Use of an architectural style and or/theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.

d) Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.

e) Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.

f) Incorporate quality site design, including landscaping, signage and other elements of site design.

Evidence The following justifies the findings above:

1. The project has been designed to lessen the mass and scale of the project to the surrounding neighborhood. The building unit sizes vary between 4 and 6 unit configurations and the size, mass and the two story buildings have been situated to reduce the visual impact to the existing single-family residential units.
2. The design features of the project have included enhanced architectural treatments of the windows, decorative trims, projecting porch features, a color scheme and cornice moldings to reduce the monotony of the large scale of this project.
3. The project was approved with certain trees to be retained and those trees have been saved on site. Additional landscaping around the buildings has been provided, along with the development of private enclosed patios for each unit. The applicant has begun construction of the site improvements (i.e. under ground utilities and rough grading with the anticipation of the City approving the building design.).
4. The project is designed in a "Traditional" character with large column entry porches. The buildings vary in size and are articulated with building wall off-sets, vertical oriented window openings, scoured stucco wall panels, and a color scheme that will lend to the attractiveness of the project. The applicant has made a number of changes to the original design in order to present a satisfactory product that staff could recommend approval to the Commission.
5. The project is directly across the street from single story homes and adjoins two story single family homes to the east. The scale and setbacks of the new buildings would not encroach upon the privacy of the adjoining properties. There is an apartment project to the south the subject property that is approximately twice as dense as the proposed project. The subject property is the transition project between the higher density and the low density developments in the area.
6. The proposed project is a market rate apartment complex which does not include any affordable rate units. These units are 2 and 3 bedroom units with single car garages and one un-covered parking spaces. The surrounding neighborhood provides an adequate supply of affordable rate units.
7. The project does not have second floor entries, exposed stairway and railings, which promotes the appearance of a "townhouse" configuration rather than a typical apartment project. The character of the "townhouse" appearance enhances the surrounding neighborhood.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of July, 2004.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

_____
LILLIAN HARE
CITY CLERK

Exhibit B: Design Review Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the approved plans (Exhibit A) adopted by the City Council. All conditions shall apply to this project, as adopted by the County of Sacramento on January 29, 2001 and are included by reference herein.	On-Going	Planning	
2.	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.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	The building shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permits	Planning	
4.	On site fire protection devices, hydrants, and adequate water supply shall be installed and approved by the Metro Fire, prior to combustible materials stored on site.	Prior to Building Permits	Metro Fire	

Exhibit B: Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Prior to Issuance of Occupancy Permit			
5.	An inspection of the finished building and site plan changes shall be conducted by the Planning Director.	Prior to Final Inspection	Planning	
6.	Install final site landscaping according to the approved plan. The total site landscaping shall be installed and accepted by the Planning Director, prior to occupancy of the buildings.	Prior to Final Inspection	Planning	
7.	Obtain appropriate permits from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards	Prior to Final Inspection	Water Resources-Drainage	

(8) gates
(9) roofing
(10) no - parking

USE PERMIT
SACRAMENTO COUNTY

Control Number
00-UPP-EXP-0073

Hearing Date: January 29, 2001

Assessor's Parcel No.
077-0200-037

APPLICANT/ARCHITECT:	OWNER:	DEVELOPER:
Henry F. Yee 3050 Fite Circle, Suite 208 Sacramento, CA 95827	Robert M. Phillips 7135 Fawcett Creek Road Tillamook, OR 97141	Parkcrest Development Corp. 3050 Fite Circle, Suite 208 Sacramento, CA 95827

PERMISSION IS GRANTED TO USE THE SUBJECT PREMISES FOR THE FOLLOWING DESCRIBED USE: To allow a 28-unit, two-story apartment complex on 2.97± net acres in the RD-10 zone; an Exception, pursuant to Section 305-24 of the Zoning Code, to allow the two-story buildings to be located within 100 feet of the adjoining RD-10 and AR-1 land use zones (Section 305-12.1); and an Exception, pursuant to Section 305-24 of the Zoning Code, to allow a 5-foot wide landscape planter, rather than a minimum 10-foot wide planter, along the east property line (Section 305-12.2).

DESCRIPTION OF PREMISES: The property is located on the south side of Ellenwood Avenue, 550± feet east of Routier Road, in the Cordova community.

CONDITIONS OF APPROVAL:

1. The development approved by this action shall be in substantial compliance with Exhibits "Q" (Site Plan), Exhibit "R" (Elevations) and Exhibit "S" (Floor Plan).

2. This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations and procedures. Any required subsequent procedural actions shall take place within 36 months of the date on which the permit became effective or this action shall automatically be null and void.

3. Provide drainage easements and install facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.

4. In order to mitigate erosion and sediment control problems on the project site, the project shall comply with the County's Land Grading and Erosion Control Ordinance.

5. Grant the County right-of-way for Ellenwood Avenue based on a 40-foot standard and install public street improvements pursuant to the Sacramento County Improvement Standards and subject to the approval of the Public Works Agency.

6. Number, size, and location of driveways are subject to approval by the Transportation Department of the Public Works Agency.

7. Provide a turnaround area at each gated entrance to the satisfaction of the Transportation Department, Fire Department, and the Sheriff's Department.

8. Provide a 40-foot setback for any proposed controlled access gates.

9. Obtain approval of a civil-engineered improvement plan from the Sacramento County Public Works Agency.

10. Comply with all lighting requirements for personal safety as specified in Section 305-18(e) of the Sacramento County Zoning Code. Lighting plans must also be submitted to the Sheriff's Department for approval.

11. There will be twenty-four hour on-site management while any apartment is occupied.

12. Comply with all development standards for multi-family dwelling units as specified in the Sacramento County Zoning Code.

13. Black walnut trees #76, 77, 78, 79, 80, 81, 82, 91, and 92, all portions of adjacent off-site oak trees which have driplines that extend onto the project site, and all off-site oak trees which may be impacted by the improvements with this project shall be preserved and protected as follows:

    a. A circle with a radius measurement from the trunk of the tree to the tip of its longest limb shall constitute the dripline protection area of each tree. Limbs must not be cut back in order to change the dripline. The area beneath the dripline is a critical portion of the root zone, and defines the minimum protected area of each tree. Removing limbs that make up the dripline does not change the protected area.

    b. Any protected trees on the site which require pruning shall be pruned by a certified arborist prior to the start of construction work. All pruning shall be in accordance with the American National Standards Institute (ANSI) A300 pruning

standards and the International Society of Arboriculture (ISA) "Tree Pruning Guidelines."

c. Temporary protective fencing shall be installed at least one foot outside the driplines of the protected trees prior to initiating construction, in order to avoid damage to the tree canopies and root systems.

d. No signs, ropes, cables (except those which may be installed by a certified arborist to provide limb support) or any other items shall be attached to the protected trees. Small metallic numbering tags for the purpose of preparing tree reports and inventories shall be allowed.

e. No vehicles, construction equipment, mobile home/office, supplies, materials or facilities shall be driven, parked, stockpiled or located within the driplines of protected trees.

f. No grading (grade cuts or fills) shall be allowed within the driplines of protected trees.

g. Drainage patterns on the site shall not be modified so that water collects or stands within, or is diverted across, the dripline of any protected tree.

h. No trenching shall be allowed within the driplines of protected trees. If it is absolutely necessary to install underground utilities within the dripline of a protected tree, the utility line shall be bored and jacked under the supervision of a certified arborist.

i. The construction of impervious surfaces within the driplines of protected trees shall be stringently minimized. When it is absolutely necessary, a piped aeration system per County standard detail shall be installed under the supervision of a certified arborist.

j. No sprinkler or irrigation system shall be installed in such a manner that sprays water or requires trenching within the driplines of protected trees. An aboveground drip irrigation system is recommended.

k. Landscaping beneath protected trees may include non-plant materials such as bark mulch, wood chips, boulders, etc. The only plant species which shall be planted within the driplines of oak trees are those which are tolerant of the natural semi-arid environs of the trees. A list of such drought-tolerant plant species is included in Appendix B of the Initial Study. Limited drip irrigation approximately twice per summer is recommended for the understory plants.

14. The removal of the 18-inch native blue oak tree (#89) shall be compensated for by planting 18 fifteen-gallon native oak trees of either valley oak/*Quercus lobata* and/or interior live oak/*Quercus wislizenii* on the project site.

Prior to recordation of the Final Subdivision Map, a Replacement Oak Tree Planting Plan shall be prepared by a certified arborist or licensed landscape architect and shall be submitted to the Environmental Coordinator for review.

If the developer chooses to plant other than 15-gallon sized trees, equivalent compensation based on the following compensation ratio is required:

one 15-gallon oak = 1-inch dbh
one 24-inch box oak = 2-inch dbh
one 36-inch box oak = 3-inch dbh

The Replacement Oak Tree Planting Plan shall include the following minimum elements:

a. Species, size, and locations of all replacement plantings.

b. Method of irrigation.

c. Planting and maintenance schedules.

d. The property owners' or homeowners' association agreement to provide care and irrigation of the trees for a 3-year establishment period, and to replace any of the replacement oak trees which do not survive that period.

No replacement oak tree shall be planted within 15 feet of the driplines of oak trees or landmark-sized trees that are retained on-site, or within 15 feet of a building foundation.

15. Comply with the Mitigation Monitoring and Reporting Program (MMRP) for this project as follows:

a. The applicant shall comply with the MMRP for this project, including the payment of 100% of the Department of Environmental Review and Assessment staff costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate is $850.00. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the applicant, and if the actual monitoring costs exceed the initial estimate, the applicant shall be responsible to pay the additional amount.

b. Until the MMRP has been recorded and the estimated MMRP fee has been paid, no final parcel map or final subdivision map for the subject property shall be

approved, and no encroachment, grading, building, sewer connection, water connection, or occupancy permit from Sacramento County shall be approved.

FINDINGS:

1. The request is consistent with the County General Plan Medium Density designation and Text in that no policy issues have been identified. In addition, the project proposed to develop underutilized or vacant land within an existing urban area that has access to existing infrastructure.

2. The request is consistent with the Cordova Community Plan Map and Text.

3. The proposed development will conform to applicable Zoning Code regulations that allow for the development of multifamily units in the RD-10 zone through the Use Permit process.

4. The project could be considered an infill site. Development of infill areas is highly encouraged in the General Plan.

5. The requested exception from the 100-foot setback is justified in that the uses should be compatible with the existing RD-10 development to the east. In addition, the AR-1 property to the west will likely develop with more intense uses in the future.

6. Construction of the tot lot would provide onsite recreational activities for children and convenient, safe areas for caregivers and children to recreate.

7. Identified environmental effects and suggested mitigation measures have been taken into consideration in the recommended actions and conditions of approval.

8. Staff has identified no effects from the proposal that would result in a significant detrimental impact on adjoining or neighboring properties if the conditions, as recommended by staff, are adopted.

ENVIRONMENTAL DOCUMENT: Negative Declaration

CAUTION: THIS USE PERMIT IS OF NO FORCE AND EFFECT UNTIL THE EXPIRATION OF A 10-DAY APPEAL PERIOD FROM AND AFTER THE DATE OF THE HEARING ON THE USE PERMIT.

THIS ACTION DOES NOT RELIEVE THE APPLICANT OF THE OBLIGATION TO COMPLY WITH ALL ORDINANCES, STATUTES, REGULATIONS AND

PROCEDURES. ALL COSTS INCURRED BY THE COUNTY TO ENFORCE THE CONDITIONS LISTED IN THIS PERMIT SHALL BE THE RESPONSIBILITY OF THE PERMIT HOLDER AND/OR PROPERTY OWNER. THE ABOVE USE WILL NOT BE CONDUCTED TO CONSTITUTE EITHER A PUBLIC OR PRIVATE NUISANCE. VIOLATION OF ANY OF THE FOREGOING CONDITIONS WILL CONSTITUTE GROUNDS FOR REVOCATION OF THIS PERMIT. BUILDING PERMITS ARE REQUIRED IN THE EVENT ANY BUILDING IS PLANNED. A CONDITIONAL USE PERMIT, IF NOT USED FOR THE PURPOSE FOR WHICH IT WAS GRANTED, SHALL LAPSE AND SHALL BECOME VOID THREE YEARS FOLLOWING THE DATE ON WHICH THE PERMIT BECAME EFFECTIVE, UNLESS BY CONDITION OF THE PERMIT A GREATER TIME IS ALLOWED, OR UPON THE EXPIRATION DATE OF A VALID BUILDING PERMIT OBTAINED AFTER THE GRANT OF THE CONDITIONAL USE PERMIT, WHICHEVER DATE IS LAST TO OCCUR.

SACRAMENTO COUNTY PROJECT PLANNING COMMISSION

BY: Faith Grunwaldt
FAITH GRUNWALDT, Secretary

The exhibit (s) or attachment (s) for this item is (are) on file in the City Clerk's Office for review by the public.

Attachment 2 (Project Plans) for Ellenwood Apartments – Continued from July 6th Meeting, Agenda Item #20)

Council Members, please bring the previously delivered material on this subject (July 6th agenda packet) with you to the meeting.

Agenda Item: 11

Attachment 3

COUNTY OF SACRAMENTO
INTER-OFFICE CORRESPONDENCE

February 2, 2001

TO: PLANNING AND COMMUNITY DEVELOPMENT

FROM: FAITH GRUNWALDT, Secretary
Project Planning Commission

SUBJECT: **00-UPP-EXP-0073** - (CORDOVA/GIVANS)
USE PERMIT AND EXCEPTION
ROBERT M. PHILLIPS – Applicant/Architect: Henry F. Yee – Developer: Parkcrest Development Corporation – Assessor's Parcel No. 077-0200-037, located on the south side of Ellenwood Avenue, 550± feet east of Routier Road, in the Cordova community. (Nottoli)

The Project Planning Commission, meeting in regular session on January 29, 2001, voted unanimously to **approve** the following requests (except for the Exception regarding a tot lot—see below):

USE PERMIT

A Use Permit to allow a 28-unit, two-story apartment complex, known as **ELLENWOOD APARTMENTS**, on 2.97± net acres in the RD-10 zone, subject to findings and conditions set forth in the staff report and amended as follows:

Add Condition No. 13 to read:

Black walnut trees #76, 77, 78, 79, 80, 81, 82, 91, and 92, all portions of adjacent off-site oak trees which have driplines that extend onto the project site, and all off-site oak trees which may be impacted by the improvements with this project shall be preserved and protected as follows:

a. A circle with a radius measurement from the trunk of the tree to the tip of its longest limb shall constitute the dripline protection area of each tree. Limbs must not be cut back in order to change the dripline. The area beneath the dripline is a critical portion of the root zone, and defines the minimum protected area of each tree. Removing limbs that make up the dripline does not change the protected area.

b. Any protected trees on the site which require pruning shall be pruned by a certified arborist prior to the start of construction work. All pruning shall

be in accordance with the American National Standards Institute (ANSI) A300 pruning standards and the International Society of Arboriculture (ISA) "Tree Pruning Guidelines."

c. Temporary protective fencing shall be installed at least one foot outside the driplines of the protected trees prior to initiating construction, in order to avoid damage to the tree canopies and root systems.

d. No signs, ropes, cables (except those which may be installed by a certified arborist to provide limb support) or any other items shall be attached to the protected trees. Small metallic numbering tags for the purpose of preparing tree reports and inventories shall be allowed.

e. No vehicles, construction equipment, mobile home/office, supplies, materials or facilities shall be driven, parked, stockpiled or located within the driplines of protected trees.

f. No grading (grade cuts or fills) shall be allowed within the driplines of protected trees.

g. Drainage patterns on the site shall not be modified so that water collects or stands within, or is diverted across, the dripline of any protected tree.

h. No trenching shall be allowed within the driplines of protected trees. If it is absolutely necessary to install underground utilities within the dripline of a protected tree, the utility line shall be bored and jacked under the supervision of a certified arborist.

i. The construction of impervious surfaces within the driplines of protected trees shall be stringently minimized. When it is absolutely necessary, a piped aeration system per County standard detail shall be installed under the supervision of a certified arborist.

j. No sprinkler or irrigation system shall be installed in such a manner that sprays water or requires trenching within the driplines of protected trees. An aboveground drip irrigation system is recommended.

k. Landscaping beneath protected trees may include non-plant materials such as bark mulch, wood chips, boulders, etc. The only plant species which shall be planted within the driplines of oak trees are those which are tolerant of the natural semi-arid environs of the trees. A list of such drought-tolerant plant species is included in Appendix B of the Initial Study. Limited drip irrigation approximately twice per summer is recommended for the understory plants.

Add Condition No. 14 to read:

The removal of the 18-inch native blue oak tree (#89) shall be compensated for by planting 18 fifteen-gallon native oak trees of either valley oak/*Quercus lobata* and/or interior live oak/*Quercus wislizenii* on the project site.

Prior to recordation of the Final Subdivision Map, a Replacement Oak Tree Planting Plan shall be prepared by a certified arborist or licensed landscape architect and shall be submitted to the Environmental Coordinator for review.

If the developer chooses to plant other than 15-gallon sized trees, equivalent compensation based on the following compensation ratio is required:

one 15-gallon oak = 1-inch dbh
one 24-inch box oak = 2-inch dbh
one 36-inch box oak = 3-inch dbh

The Replacement Oak Tree Planting Plan shall include the following minimum elements:

a. Species, size, and locations of all replacement plantings.

b. Method of irrigation.

c. Planting and maintenance schedules.

d. The property owners' or homeowners' association agreement to provide care and irrigation of the trees for a 3-year establishment period, and to replace any of the replacement oak trees which do not survive that period.

No replacement oak tree shall be planted within 15 feet of the driplines of oak trees or landmark-sized trees that are retained on-site, or within 15 feet of a building foundation.

Add Condition No. 15 to read:

Comply with the Mitigation Monitoring and Reporting Program (MMRP) for this project as follows:

a. The applicant shall comply with the MMRP for this project, including the payment of 100% of the Department of Environmental Review and Assessment staff costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate is $850.00. If the initial estimate exceeds the actual monitoring costs, the balance shall be

refunded to the applicant, and if the actual monitoring costs exceed the initial estimate, the applicant shall be responsible to pay the additional amount.

b. Until the MMRP has been recorded and the estimated MMRP fee has been paid, no final parcel map or final subdivision map for the subject property shall be approved, and no encroachment, grading, building, sewer connection, water connection, or occupancy permit from Sacramento County shall be approved.

EXCEPTIONS

An Exception, pursuant to Section 305-24 of the Zoning Code, to allow the two-story buildings to be located within 100 feet of the adjoining RD-10 and AR-1 land use zones (Section 305-12.1), subject to findings and conditions set forth in the staff report, and amended (See amended conditions for Use Permit above.).

An Exception pursuant to Section 305-24 of the Zoning Code, to allow a 5-foot wide landscape planter, rather than a minimum 10-foot wide planter, along the east property line (Section 305-12.2) subject to findings and conditions set forth in the staff report, and amended (See amended conditions for Use Permit above.).

The Commission voted unanimously to **drop** an Exception pursuant to Section 305-24 of the Zoning Code, to not provide the required (SCZC 305-16(e)) tot lot.

The Commission accepted the Negative Declaration as adequate and complete, and adopted the Mitigation Monitoring and Reporting Program.

cc: In-house
Applicant/Owner

Vote on the Motions:

AYES: Konarski, Moe, Savorn, Smith, Vance, Wentz
NOES: None
ABSENT: None

There being 6 Ayes, 0 Noes and 0 Absent, the motions are hereby declared to be passed.

D. **Consideration of the Design Review for ELLENWOOD APARTMENTS - Project No. RC-03-049:**

Principal Planner, Bill Campbell presented the staff report and recommended the Planning Commission recommend the City Council approve the Design Review for Ellenwood Apartments, Project No. RC-03-049, at 10136 Ellenwood Avenue, subject to the findings and Conditions of Approval. Chair Smith opened the public hearing and took testimony from Robert Park, Project Applicant and Matt Cummings, Resident who was in favor of the project.

The Commissioners had the following concerns and comments:

- Does the fence along the property belong to the property owner of the projects or the property owners of the apartment complex on the south side? The fence belongs to the property owners of the adjacent apartment complex.
- Can the 6' block wall be increased to an 8' foot wall? The applicants had originally requested to have an 8' wall built; however, the environmental analysis does not warrant the requirement to have an 8' wall due to sound attenuation purposes.
- Will the replacement trees be comparable to the existing trees? Will they be mature or what stage will they be in? The tree replacement mitigation measure the county uses requires a replacement of a 10" oak tree with 10 (15 gallon) oak trees in its place or 5 (24" box) oak trees in its place. The equivalency is 1 diameter inch per lost tree.
- What are the rents on the apartments? Fair market value.
- Would it be cost prohibitive to add brick on the first level or a piece of the level to add a little more permanence? It would be cost prohibitive and a more neutral and moderate look is intended for the apartment.
- The design of the apartment complex adds a nice contrast to the environment and community.

The Commissioners felt the above concerns and comments were adequately addressed by staff and Conditions of Approval.

Action:

Motion 1: Chair Smith moved, seconded by Commissioner Vance, to find the project exempt from review under the California Environmental Quality Act (CEQA) subject to Section 15060(c)(2), which states the proposed activity will not result in a direct or reasonably foreseeable indirect physical change in the environment of the CEQA Guidelines.

Motion 2: Commissioner Konarski moved, seconded by Commissioner Savorn, to approve Design Review for Ellenwood Apartments, Project No. RC-04-049, 10136 Ellenwood Avenue, subject to the Findings and Conditions of Approval.

Vote on the Motions:

AYES:	Konarski, Moe, Savorn, Smith, Vance, Wentz
NOES:	None
ABSENT:	None

There being 6 Ayes, 0 Noes and 0 Absent, the motions are hereby declared to be passed.

4. ACTION ITEMS

There were no action items heard at this meeting.

5. REGULAR CALENDAR

A. **PLANNING COMMISSION TRAINING** – Mr. Junker opened a discussion regarding a proposed Single Family Home Garage Policy Statement. Chair Smith opened the public hearing and took testimony from Paul Engelmann, Resident.

The Commissioners had the following concerns and comments:

- Will the detached garages be allowed to have a covered walkway? The detached garage becomes an extension of the primary structure and therefore becomes subject to certain setback requirements.
- Should the statement read 50% of the garage doors should face the street? Yes.
- Is there any need for concern for the rotation of the garages? Yes, there should be a statement that a mix of orientation is desired and that patterns should not be repeated.
- What is staff's recommendation on making the policy flexible so that the developers can meet market demands? The third and fourth bullet on page one of the policy broach this issue – two of the same architectural styles can not be adjacent to each other

French Cottage

This traditionally quaint style is a blend of French and English influences. The use of steeper and multi-pitched roofs and accented by dormers that create a focal point, the roof becomes a very distinctive element for this style. The eave details are finished with gentle curved brackets and profile gutters designed to emulate the softer lines of this style. The home has texture provided by plank wood shutters, wrought iron railings, horizontal siding at the gable ends and the use of (concrete) shake roofing title.

2) Village 1 will be developed in seven phases as depicted in the exhibit included in the design package. The Developer has pre-plotted the first phase of the subdivision for initial review and approval (see Setback Exhibit). The Planning Department will review subsequent phasing plans for compliance with setbacks and also to ensure the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations. The applicant has stated they discourage the same type of unit adjacent to another, and if this does occur, the elevations and colors are varied. Staff has placed criteria for unit placement within the Conditions of Approval to ensure there will be no building repetition or duplication and controlling the mass of buildings along the street.

3) The applicant has submitted two floor plans (models 132 and 134) that would meet the City's Garage Orientation and Placement Policy to reduce the volume of garage doors fronting the street. Extended patio and court yard features in the front yard enhance the passive livable space to the street. The architectural styles are also paired with garage door designs, thus eliminating the constant use of the same garage door design. The selected color schemes will diminish the appearance of the garage door plain by using darker colors. Additionally, these models will provide a separated entry sidewalk from the street to the entry and with these improvements. It is staff's opinion the designs meet the intent of the Policy.

4) Staff has reviewed the proposed landscape and planting plans for the models (sheets L1 and L2). The Applicant is proposing two, fifteen gallon street trees in the front yard set back on each lot and additional trees in the side street setback. The applicant is also proposing accent trees and accent shrubs and groundcover. A condition has been placed on the project that will require approval from the City's Engineer and Planning Director as to the type and size of trees to be planted.

5) The model homes include two single story and two two-story models that will provide a range of prices for future residents. The design package indicates the base model; however, the buyer may choose to upgrade interior and exterior features of the home.

Planning Commission Hearing:

On June 24th, the Planning Commission reviewed the application for Design Review for the model homes. The Planning Commission discussed the project, specifically the garage orientation and the design of the garage doors. At the conclusion of the discussion, the Planning Commission felt that the model homes met the intent of the design guidelines, concluded that the RD-7 lot standards

precluded side entry garage orientation, and recommended the designs of the garage doors be changed, prior to and new door designs be approved by the City Council.

Environmental Analysis:

The Anatolia I, II and III projects were analyzed within an earlier adopted Mitigated Negative Declaration. Within the study of the environmental issues, aesthetics of the new development were identified and the implementation of the adopted design guidelines for the SunRidge Specific Plan reduced the negative impacts of poor design to less than significant. No further assessment is required for the design review for the home design.

Conclusion:

The applicant has presented a design package for Anatolia I, Village 1 that is consistent with the design guidelines of the Specific Plan and the City's Design Review Ordinance. The design of the project will complement the other projects in the area with architecturally compatible styles.

Financial Implications to City:

There are no significant cost implications to the City for this development.

Recommended Motions:

1. "I move the City Council determine that the Mitigated Negative Declaration for the Anatolia I, Village 1 is adequate to address the design review and no further review is required under California Environmental Quality Act (CEQA)".

2. "I move the City Council approve Resolution No. 110-2004 for the Design Review for Project No. RC-04-079, subject to the findings and evidence included in Resolution and attached Design Package consisting of elevations, floor plans, typical front yard landscaping plans, and the first phase setback plan (Exhibit A) and Conditions of Approval (Exhibit B)".

Attachments:

1. Resolution No. 110-2004 which includes Design Package consisting of elevations, floor plans, typical front yard landscaping plans, and the first phase setback plan (Exhibit A) and Conditions of Approval (Exhibit B)
2. Project Plans

RESOLUTION # 110-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DEVELOPMENT PLAN REVIEW FOR ANATOLIA 1 VILLAGE 1 PROJECT # RC-04-079

WHEREAS, Lennar Communities (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Development Plan Review for Anatolia 1 Village #1; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan EIR and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for Anatolia I, II and III adopted in March 2003 by the County of Sacramento Board of Supervisors, thereby satisfying the requirements for the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

Findings:

1. CEQA

   Finding:
   The project site has been analyzed as part of the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III in compliance with the California Environmental Quality Act (CEQA).

   Evidence: The Sacramento County Board of Supervisors adopted the Sunridge Specific Plan EIR and the Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III. The environmental issues of aesthetics of the development for the project site were adequately addressed within the two (2) documents. This project will not create any significant adverse impact on the environment.

2. DEVELOPMENT PLAN REVIEW
   Approve the Development Plan Review subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B) based on the following findings:

Findings:

1. Home designs incorporate authentic architectural styles. Particular attention has been paid to the design of all front and side elevations facing the street or open space. All other elevations interior to the lot include, at a minimum, the articulation of all windows and doors (e.g., three-dimensional trim.)
2. The project provides diversity of homes within the subdivision by size and mass, elevation, garage orientation, and setbacks to avoid repetition of floor plans and elevations on adjacent homes within each subdivision and/or unit within a master planned area. (The intent is to create sufficient variation among home plans to ensure visual interest along residential streets throughout each neighborhood.)
3. The project provides variety in mass and scale of homes that is visually appealing from the street.
4. The project provides landscape that softens the appearance of pavement and structures, and provides an eventual tree canopy along the street.
5. The project provides home designs with a wide range of pricing levels to accommodate all income levels within the City.

Evidence: The following justifies the findings above:

1. The architect has provided three architectural styles Monterey, Rural Italian and French Country. Within each of the styles there are some of the classic features of those architectural designs.
2. Anatolia I, Village 1 is within the Sunridge Specific Plan Area and will be constructed by Renaissance Homes of Lennar Communities. The zoning for this subdivision is RD-7 with an average lot size of 45 X 105 (4,725 square feet), which is consistent with the required development standards for this zoning. There will be 124 single-family residential lots within Village 1 of the Anatolia I subdivision.
3. Village #1 will be developed in approximately seven (7) phases. The Developer will pre-plot each phase of the subdivision and will submit plans to the Building Department for permits. The Planning Department will review the Building Permits for compliance with setbacks and also to ensure that the unit types, sizes, and colors achieve a mix that avoids repetition of floor plans and elevations.
4. The applicant has submitted two floor plans (models 132 and 134) that would meet the City's Garage Orientation and Placement Policy to reduce the volume of garage doors fronting the street. Extended patio and court yard features in the front yard enhance the passive livable space to the street. The architectural styles are also paired with garage door designs, thus eliminating the constant use of the same garage door design. The selected color schemes will diminish the appearance of the garage door plain by using darker colors.
5. The applicant has submitted a landscape plan that will soften the streetscape through shade trees, ground cover, shrubbery and accent trees. The plan also provides trees that will be approved by the City's Public Works and Planning Director that will ensure the eventual tree canopy along the street.

6. The project site is zoned RD-7 and is providing a residential unit within the overall Specific Plan that is within the price range of the first time buyer.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of July, 2004

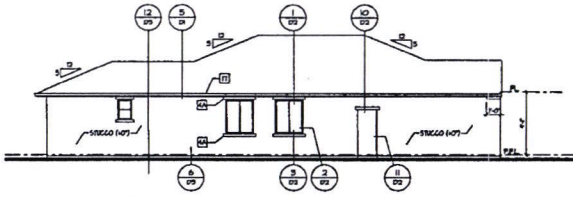
AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

ATTEST:

_____
LILLIAN HARE
CITY CLERK

Exhibit A

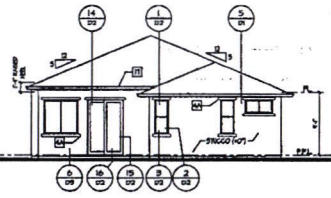


"SANTA BARBARA" - "VILLA" ROOF TILE - OGEE GUTTERS

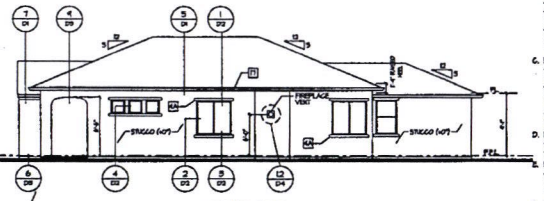
Elevation - A

SCALE: 1/8"=1'-0"

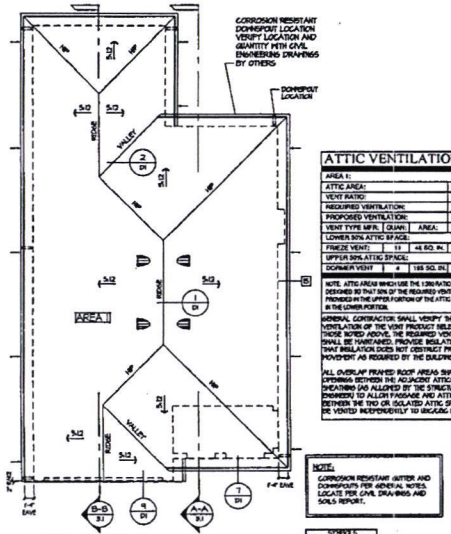
LEFT SIDE



REAR



RIGHT SIDE



ATTIC VENTILATION			
AREA 1:			
ATTIC AREA:		2,001 SQ. FT.	
VENT RATIO:		1/300	
REQUIRED VENTILATION:		980 SQ. IN.	
PROPOSED VENTILATION:		1286 SQ. IN.	
VENT TYPE MFR.	QUAN.	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FREEZE VENT:	11	46 SQ. IN.	506 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	4	185 SQ. IN.	740 SQ. IN.

NOTE: ATTIC AREAS WHICH USE THE 1/300 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC SPACE AND 50% IN THE LOWER PORTION.

GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SIGN THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.

ALL OVERLAP FRAMED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING (AS ALLOWED BY THE STRUCTURAL ENGINEER) TO ALLOW PASSAGE AND ATTIC VENTILATION BETWEEN THE TWO OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO BUILDING REQUIREMENTS.

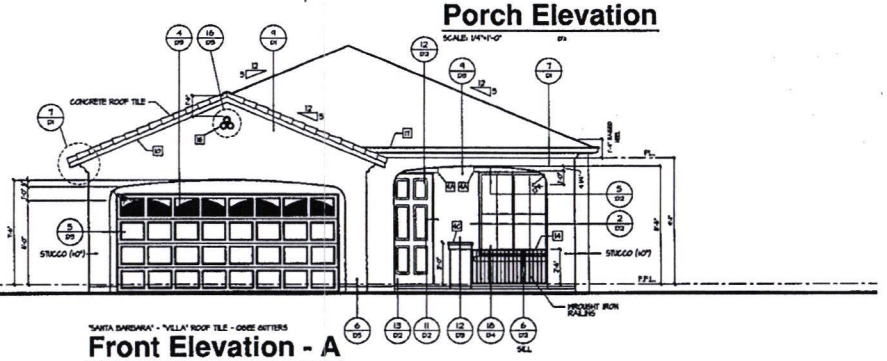
NOTE:
CORROSION RESISTANT GUTTER AND DOWNSPOUTS PER GENERAL NOTES. LOCATE PER CIVIL DRAWINGS AND SOILS REPORT.

SYMBOLS:
DORMER VENT
FREEZE VENT

"VILLA" ROOF TILE - OGEE GUTTERS

Roof Plan - A

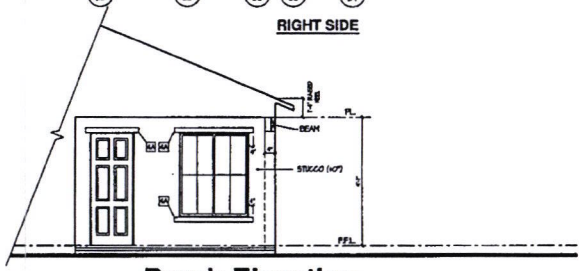
SCALE: 1/8"=1'-0"



"SANTA BARBARA" - "VILLA" ROOF TILE - OGEE GUTTERS

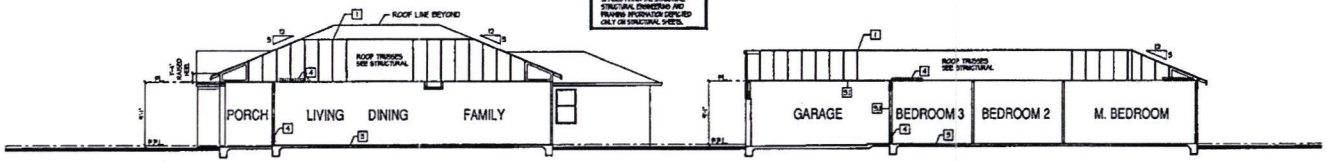
Front Elevation - A

SCALE: 1/4"=1'-0"



Porch Elevation

SCALE: 1/4"=1'-0"



NOTE:
BUILDING SECTIONS DEPICT VOLUME SPACES WITHIN THE STRUCTURE. STRUCTURAL ENGINEERING AND FRAMING INFORMATION DEPICTED ONLY ON STRUCTURAL SHEETS.

Building Section A-A

SCALE: 1/8"=1'-0"

Building Section B-B

SCALE: 1/8"=1'-0"

EXTERIOR ELEVATION NOTES

NOTE LEGEND

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW "HEAD" HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
DOOR HEIGHTS AS NOTED ON PLANS.
(ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS:
-STUCCO PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-6" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS:
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION

E. ROOFING:
-ALL ELEVATIONS: CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS:
-WINDOWS PER GENERAL NOTES, MATING AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS:
SELECTED BY BUILDER.

H. GARAGE DOORS:
-METAL SECTIONAL AS SELECTED BY BUILDER. RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM:
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM, AS NOTED, SEE DETAILS.

ELEVATION KEY NOTES

1. STUCCO SHELF / LOW WALL: STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACE: STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER. HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM.
   A. 5"x4" FOAM W/ STUCCO OVER
   B. 1"x6" FOAM W/ STUCCO OVER
   C. 3"x4" FOAM W/ STUCCO OVER
   D. 2"x2" FOAM W/ STUCCO OVER
   E. 1 1/2"x2" FOAM W/ STUCCO OVER
   F. 1"x5" FOAM W/ STUCCO OVER
   G. 2"x6" FOAM W/ STUCCO OVER
   H. 3"x6" FOAM W/ STUCCO OVER
5. 6" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES. WITH HARDI-PLANK CORNER TRIM, SEE DETAILS. 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT. SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ A0.4.
7. FALSE HOOD SHUTTERS, TYPE AS SHOW. SEE DETAIL 4/ A0.5.
8. CORROSION RESISTANT ROOF TO WALL FLASHING. SEE ROOF DETAILS.
9. 5/4 X 6 HARDI-PLANK TRIM.
10. 2x6 BARGE
11. STUCCO RECESS: ROUGH SIZE AS NOTED. SEE DETAILS 4/A0.1/A0.4. (DECORATIVE WROUGHT IRON WHERE SHOWN)
12. STUCCO OVER 1"x2" FOAM TRIM U.N.O.
13. STUCCO FREEZE TRIM (4")
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. CANALES, SEE DETAILS 16/ D4 1 5/ D5.
17. 2x6 FACIA

SECTION NOTES

NOTE SECTIONS

A. BUILDING SECTIONS SHOWN HERE DEPICT VOLUM SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING: PITCHED CONCRETE TILE ROOF. SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS AND GENERAL NOTES.
2. WOOD FLOORS: AT TYPICAL INTERIOR CONDITIONS. FLOOR SHEATHING OVER FLOOR JOIST. REFER TO STRUCTURAL DRAWINGS.
3. CONCRETE SLABS / GRDS: SEE SLAB PERIMETER LATOUT FOR DIMENSIONS. REFER TO STRUCTURAL DRAWINGS.
4. INSULATION: REFER TO ENV SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.
5. FIRE PROTECTION: ROOM TO GARAGE FIRE SEPARATION: GARAGE SIDE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER IRC/CBC SEC1, 302.6 AND TABLE 7-B ITEM 1-H-5.
   SEPARATION AT HORIZONTAL SURFACE = 24" O.C. ATTACHED TO FRAMING WITH ONE (1) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER IRC/CBC TABLE 7-C ITEM 3-H.
   TYPICAL AT ALL GARAGES 2 X 4 TRUSSES AT 24" O.C. HITTING GIRDER, PERPENDICULAR AT 8" O.C.
6. RISERS AT STAIRS AND LANDINGS: 3/4" TYPE 'X' SUPPORTS AT 16" O.C., OR WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.

BERNARDANICS HOMES
1171 CAMERADO RIDGE DR., STE 100
ROSEVILLE, CA 95678
(916) 772-7171
FAX (916) 772-4444
www.bbdesign.com

Carter Homes

ANATOLIA VILLAGE 1

Rancho Cordova, California

Bloodgood Sharp Buster
Architecture and Planning, Inc.
1107 Investment Blvd, Suite 200
El Dorado Hills, CA 95762
Phone: 916.939.9002
Office Locations:
San Mateo • Tampa • Sacramento • Chicago • Phoenix • Dallas • Costa Mesa • Jacksonville • Orlando • Boston • Chicago • Irvine • Denver

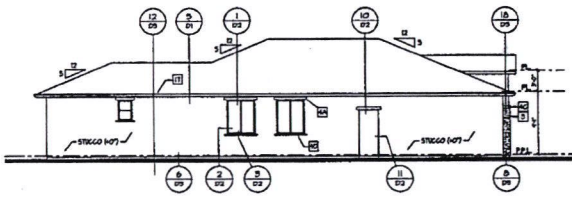
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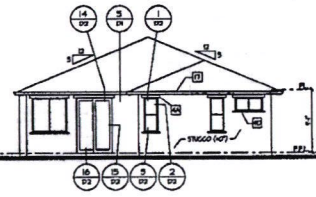
PLAN 131

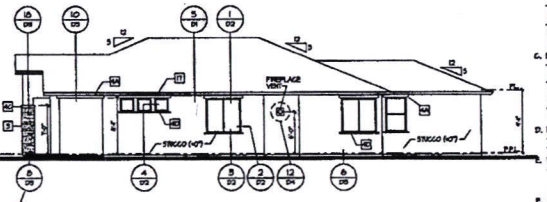
SHEET TITLE
FRONT ELEVATION
SIDE/REAR ELEVATIONS
ROOF PLAN
BUILDING SECTIONS

SHEET
3.1

04-14-2004 PERMIT SET







Elevation - B

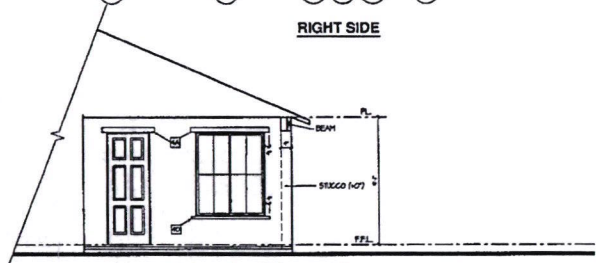
"RURAL ITALIAN" - "VILLA" ROOF TILE - ONEE GUTTERS

SCALE: 1/8"=1'-0"

LEFT SIDE

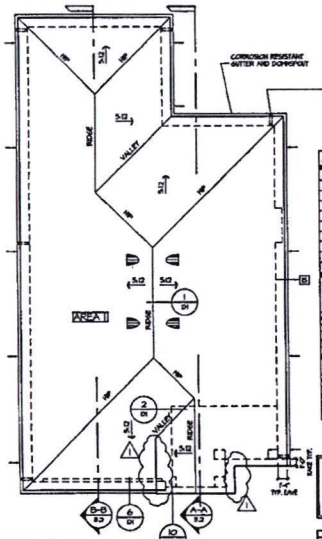
REAR

RIGHT SIDE



Porch Elevation

SCALE: 1/4"=1'-0"



ATTIC VENTILATION			
AREA 1:			
ATTIC AREA:		2,032 SQ. FT.	
VENT RATIO:		1/300	
REQUIRED VENTILATION:		976 SQ. IN.	
PROPOSED VENTILATION:		1288 SQ. IN.	
VENT TYPE MFR:	QUAN:	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FINIALS VENT:	11	45 SQ. IN.	506 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	4	195 SQ. IN.	780 SQ. IN.

NOTE: ATTIC AREAS WHICH USE THE 1/300 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC SPACE AND 50% IN THE LOWER PORTION.

GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.

ALL OVERLAP FRAMED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING (AS ALLOWED BY THE STRUCTURAL ENGINEER) TO ALLOW PASSAGE AND ATTIC VENTILATION BETWEEN THE TWO OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO LOCALIZED REQUIREMENTS.

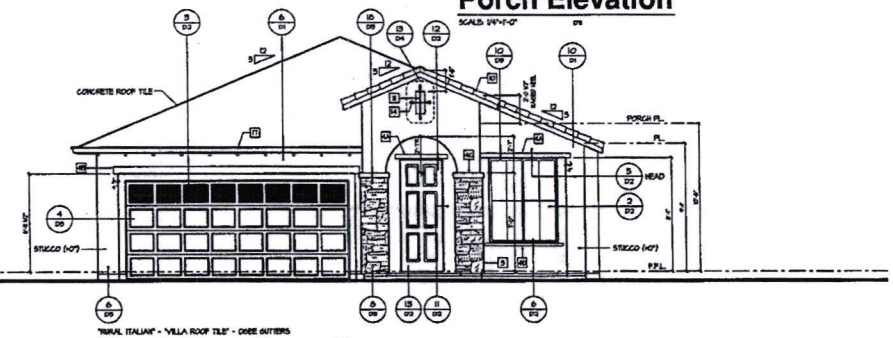
NOTE:
CORROSION RESISTANT GUTTER AND DOWNSPOUTS PER GENERAL NOTES. LOCATE PER CIVIL DRAWINGS AND SOILS REPORT.

SYMBOLS:
DORMER VENT
FRIEZE VENT

Roof Plan - B

"VILLA" ROOF TILE - ONEE GUTTERS

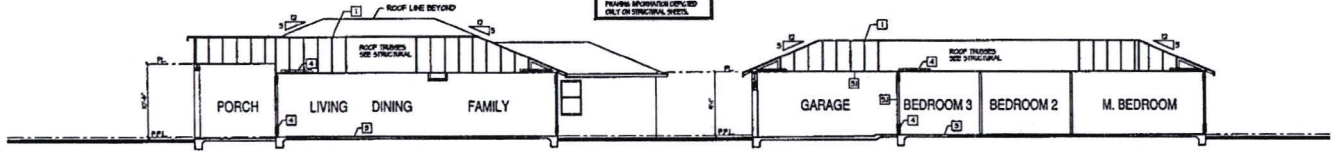
SCALE: 1/8"=1'-0"



"RURAL ITALIAN" - "VILLA ROOF TILE" - ONEE GUTTERS

Front Elevation - B

SCALE: 1/4"=1'-0"



NOTE:
BUILDING SECTIONS DEPICT VOLUME SPACES WITHIN THE STRUCTURE. STRUCTURAL ENGINEERING AND FRAMING INFORMATION DEPICTED ONLY ON STRUCTURAL SHEETS.

Building Section A-A

SCALE: 1/8"=1'-0"

Building Section B-B

SCALE: 1/8"=1'-0"

EXTERIOR ELEVATION NOTES

NOTE_ELEVEXT

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW "HEAD" HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS. (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS)

C. EXTERIOR WALLS:
-STUCCO PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-6" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS:
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING:
-ALL ELEVATIONS: CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS:
-WINDOWS PER GENERAL NOTES, MINIMUM AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS:
SELECTED BY BUILDER.

H. GARAGE DOORS:
-METAL SECTIONAL, AS SELECTED BY BUILDER. RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM:
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM, AS NOTED, SEE DETAILS.

ELEVATION KEY NOTES

1. STUCCO SHELF / LOW WALL: STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACE: STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER. HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM.
   A. 1"x4" FOAM W/ STUCCO OVER
   B. 1"x6" FOAM W/ STUCCO OVER
   C. 3"x4" FOAM W/ STUCCO OVER
   D. 2"x2" FOAM W/ STUCCO OVER
   E. 1 1/2"x2" FOAM W/ STUCCO OVER
   F. 1"x3" FOAM W/ STUCCO OVER
   G. 2"x4" FOAM W/ STUCCO OVER
   H. 5"x8" FOAM W/ STUCCO OVER
5. 5" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES WITH HARDI-PLANK CORNER TRIM, SEE DETAILS. 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT, SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ AD.4.
7. FALSE WOOD SHUTTERS, TYPE AS SHOWN. SEE DETAIL 4/ AD.5.
8. CORROSION RESISTANT ROOF TO WALL FLASHING. SEE ROOF DETAILS.
9. 5/4 X 6 HARDI-PLANK TRIM.
10. 2x6 BARGE
11. STUCCO REVEAL ROUGH SIZE AS NOTED. SEE DETAILS 4/AD.1/AD.4. (DECORATIVE WROUGHT IRON WHERE SHOWN)
12. STUCCO OVER 1"x2" FOAM TRIM U.N.O.
13. STUCCO FREIZE TRIM (+7)
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. CANALES, SEE DETAILS 16/ D4 & 5/ D5.
17. 2x6 FASCIA

SECTION NOTES

NOTE_SECTIONS

A. BUILDING SECTIONS SHOWN HERE DEPICT VOLUM SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING: PITCHED CONCRETE TILE ROOF, SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.
2. FLOOR FLOORS: AT TYPICAL INTERIOR CONDITIONS. FLOOR SHEATHING OVER FLOOR JOIST. REFER TO STRUCTURAL DRAWINGS.
3. CONCRETE SLABS / CURBS: SEE SLAB PERIMETER LAYOUT FOR DIMENSIONS. REFER TO STRUCTURAL DRAWINGS.
4. INSULATION: REFER TO CAL SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.
5. FIRE PROTECTION: HOUSE TO GARAGE FIRE SEPARATION: GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE 5/8 LAYER 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC SECT. 302.6 AND TABLE 3-B (UBC) (1-D).

   SEPARATION AT HORIZONTAL SURFACE: 5/8" O.C. ATTACHED TO FRAMING WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC TABLE 3-C ITEM 2-LL

   TYPICAL AT ALL GARAGES: 2 X 6 TRUSSES AT 24" O.C. WITH RC CHANNEL PERPENDICULAR AT 16" O.C.
6. BENEATH STAIRS AND LANDINGS: 5/8" TYPE 'X', SUPPORTS AT 16" O.C., OR WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.

RENAISSANCE HOMES
1171 CAMELBACK ROAD STE. 175 SW
ROSEVILLE, CA 95678
(916) 772-7471
FAX (916) 772-4466
www.babdesign.com

Builders and Planners, Inc.
Bloodgood Sharp Buster
1107 Investment Blvd., Suite 200
El Dorado Hills, CA 95762
Phone: 916-933-0900

Office Locations:
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ANATOLIA VILLAGE 1
Rancho Cordova, California

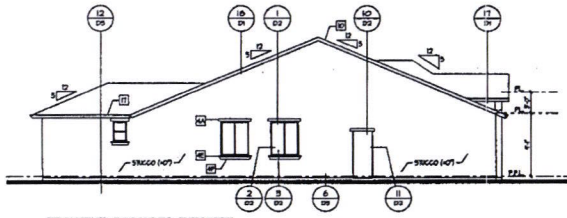
JOB NO. 1260.00
FINAL SUB. 04-14-04
DRAWN BY JS
CHECKED BY JS

PLAN 131

SHEET TITLE
FRONT ELEVATION
SIDE/REAR ELEVATIONS
ROOF PLAN
BUILDING SECTIONS

SHEET 3.2

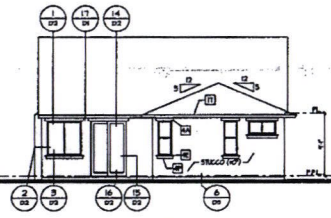
04-14-2004 PERMIT SET



"FRENCH COTTAGE" - "SHAKE" ROOF TILE - PROFILE GUTTERS

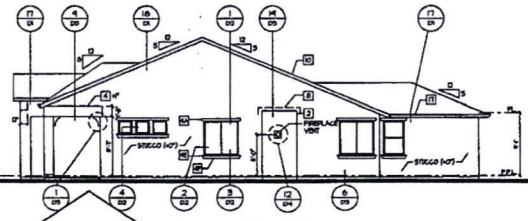
Elevation - C

SCALE: 1/8"=1'-0"

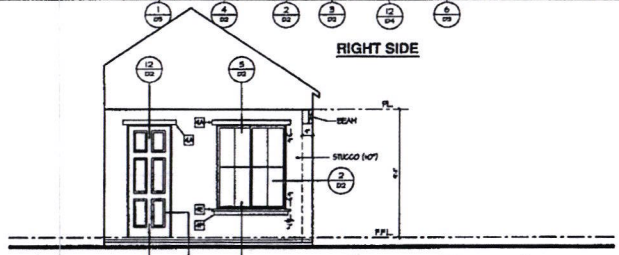


LEFT SIDE

REAR

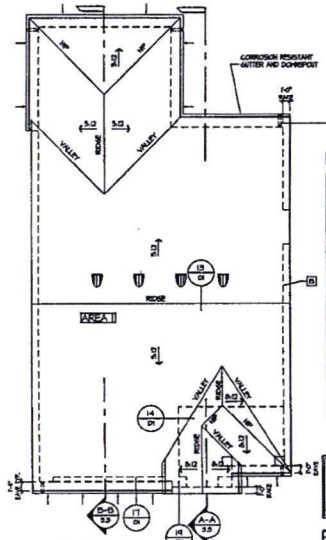


RIGHT SIDE



Porch Elevation

SCALE: 1/4"=1'-0"



CORROSION RESISTANT GUTTER AND DOWNSPOUT

CORROSION RESISTANT DOWNSPOUT LOCATION VERIFY LOCATION AND QUANTITY WITH CIVIL ENGINEERING DRAWINGS BY OTHERS

AREA 1

RIDGE

VALLEY

HIP

ATTIC VENTILATION			
AREA 1:			
ATTIC AREA:		2,029 SQ. FT.	
VENT RATIO:		1/300	
REQUIRED VENTILATION:		676 SQ. IN.	
PROPOSED VENTILATION:		1288 SQ. IN.	
VENT TYPE MFR.	QUAN.	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FREZE VENT:	11	46 SQ. IN.	506 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	4	185 SQ. IN.	788 SQ. IN.

NOTE: ATTIC AREAS WHEN USE THE 1/300 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC SPACE AND 50% IN THE LOWER PORTION.

GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.

ALL OVERLAP FRAMED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING (AS ALLOWED BY THE STRUCTURAL ENGINEER) TO ALLOW PASSAGE AND ATTIC VENTILATION BETWEEN THE TWO OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO MEET CBC REQUIREMENTS.

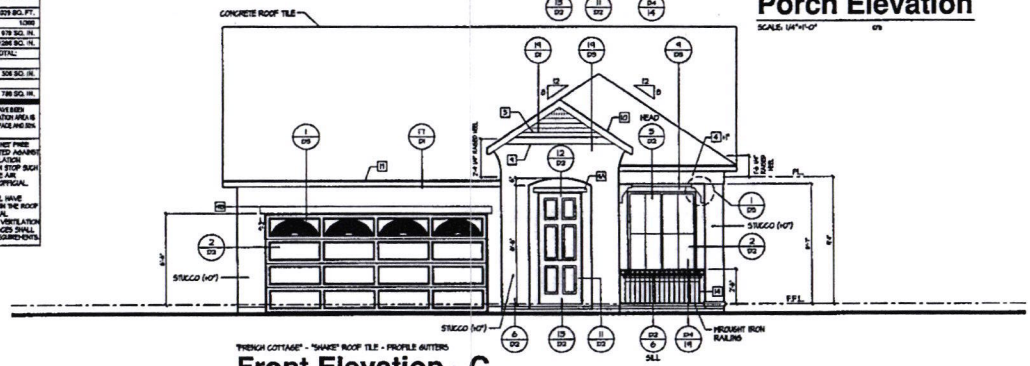
NOTE:
CORROSION RESISTANT GUTTER AND DOWNSPOUTS PER GENERAL NOTES. LOCATE PER CIVIL DRAWINGS AND SOILS REPORT.

SYMBOLS
DORMER VENT
FREZE VENT

"SHAKE" ROOF TILE - PROFILE GUTTERS

Roof Plan - C

SCALE: 1/8"=1'-0"

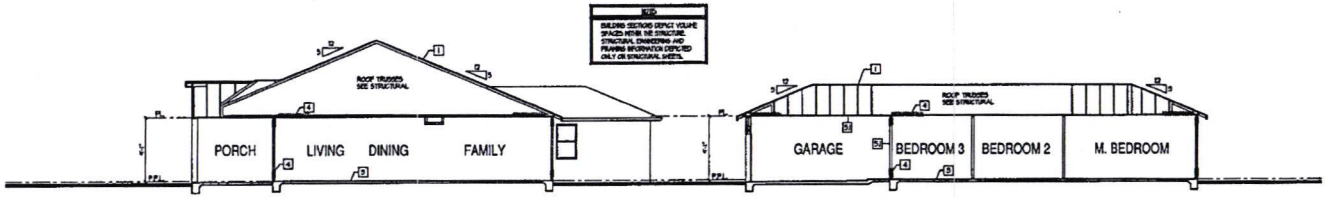


CONCRETE ROOF TILE

"FRENCH COTTAGE" - "SHAKE" ROOF TILE - PROFILE GUTTERS

Front Elevation - C

SCALE: 1/4"=1'-0"



NOTE:
BUILDING SECTIONS DEPICT VOLUME SPACES WITHIN THE STRUCTURE. STRUCTURAL ENGINEERING AND FRAMING INFORMATION DEPICTED ONLY ON STRUCTURAL SHEETS.

ROOF TRUSSES SEE STRUCTURAL

PORCH | LIVING | DINING | FAMILY

Building Section A-A

SCALE: 1/8"=1'-0"

ROOF TRUSSES SEE STRUCTURAL

GARAGE | BEDROOM 3 | BEDROOM 2 | M. BEDROOM

Building Section B-B

SCALE: 1/8"=1'-0"

EXTERIOR ELEVATION NOTES

NOTE_EXTELEV

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW "HEAD" HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED OR PLANS. (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS:
-STUCCO PER GENERAL NOTES. CORROSION RESISTANT WEEP SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-6" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS:
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING:
-"ALL ELEVATIONS": CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS:
-WINDOWS PER GENERAL NOTES, MINTED AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS:
SELECTED BY BUILDER.

H. GARAGE DOORS:
-METAL SECTIONAL AS SELECTED BY BUILDER, RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM:
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM, AS NOTED. SEE DETAILS.

ELEVATION KEY NOTES

1 STUCCO SHELF / LOW WALL
STUCCO OVER ELASTOMERIC FLASHING.

2 SLOPING SURFACE:
STUCCO OVER ELASTOMERIC FLASHING.

3 ADHERED STONE VENEER AS SELECTED BY BUILDER, HEIGHT AS NOTED. SEE DETAILS.

4 STUCCO OVER FOAM TRIM.
A. 1"x4" FOAM W/ STUCCO OVER
B. 1"x6" FOAM W/ STUCCO OVER.
C. 3"x4" FOAM W/ STUCCO OVER
D. 2"x2" FOAM W/ STUCCO OVER
E. 1 1/2"x2" FOAM W/ STUCCO OVER
F. 1"x3" FOAM W/ STUCCO OVER
G. 2"x4" FOAM W/ STUCCO OVER
H. 3"x6" FOAM W/ STUCCO OVER

5 6" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES WITH HARDI-PLANK CORNER TRIM, SEE DETAILS, 6" EXPOSURE.

6 CORROSION RESISTANT SCREEN LOUVERED VENT. SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ AD.4.

7 FALSE HOOD SHUTTERS, TYPE AS SHOW. SEE DETAIL 4/ AD.5.

8 CORROSION RESISTANT ROOF TO WALL FLASHING. SEE ROOF DETAILS.

9 5/4 X 6 HARDI-PLANK TRIM.

10 2HR GARAGE

11 STUCCO RECESS:
ROUGH SIZE AS NOTED. SEE DETAILS 4/JO/AD.4.
(DECORATIVE WROUGHT IRON WHERE SHOWN)

12 STUCCO OVER 1"x3" FOAM TRIM U.N.O.

13 STUCCO FREIZE TRIM (4")

14 DECORATIVE WROUGHT IRON, SEE DETAILS.

15 LINE OF BUILDING PERIMETER.

16 GAWALES, SEE DETAILS W/ D4 & 5/ D5.

17 2HR FASCIA

SECTION NOTES

NOTE_SECTIONS

A. BUILDING SECTIONS SHOWN HERE DEPICT VOLUME SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWING, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1 ROOFING:
PITCHED CONCRETE TILE ROOF. SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.

2 WOOD FLOORS:
AT TYPICAL INTERIOR CONDITIONS.
FLOOR SHEATHING OVER FLOOR JOIST.
REFER TO STRUCTURAL DRAWINGS.

3 CONCRETE SLABS / GIRDS:
SEE SLAB PERIMETER LAYOUT FOR DIMENSIONS.
REFER TO STRUCTURAL DRAWINGS.

4 INSULATION
REFER TO ENV SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.

5 FIRE PROTECTION:
ROOF TO GARAGE FIRE SEPARATION:
GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER 601.6(2) SECT. 302.6, AND TABLE 7-B ITEM 17-10.

SEPARATION AT HORIZONTAL SURFACE IS 24" O.C. ATTACHED TO FRAMING WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER 601.6(2) TABLE 7-C ITEM 2-4.

TYPICAL AT ALL GARAGES
2 X 4 TRUSSES AT 24" O.C. WITH RC CHANNEL PERPENDICULAR AT 6'-0" O.C.

5.1 BENEATH STAIRS AND LANDINGS:
5/8" TYPE 'X', SUPPORTS AT 16" O.C., OR WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.

RENAISSANCE HOMES
1471 CAMERON RIDGE DR., STE 100
ROSEVILLE, CA 95678
(916) 773-7471
FAX (916) 773-4004
www.bsb-design.com

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ANATOLIA VILLAGE 1

Rancho Cordova, California

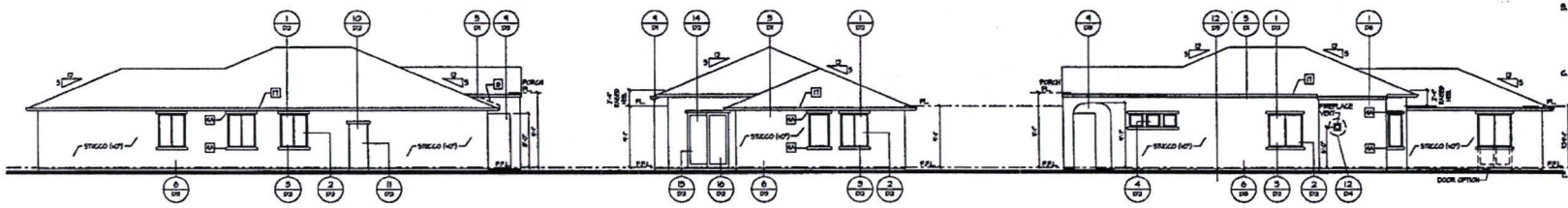
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SHEET NO. 3.3
DRAWN BY CV
CHECKED BY CV

PLAN 131

SHEET TITLE
FRONT ELEVATION
SIDE/REAR ELEVATIONS
ROOF PLAN
BUILDING SECTIONS

SHEET
3.3

04-14-2004 PERMIT SET



LEFT SIDE

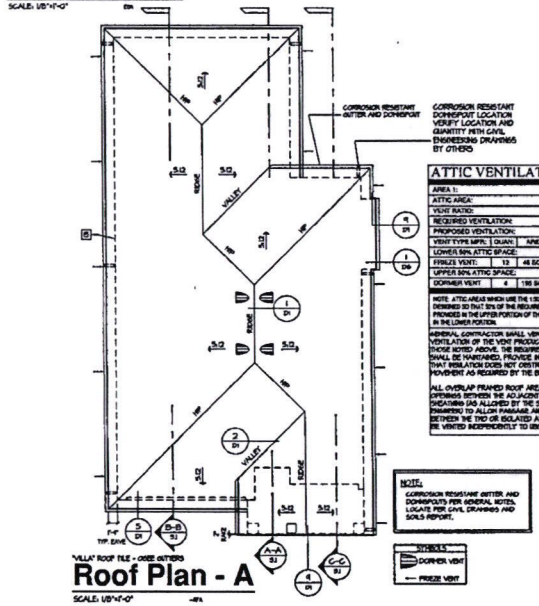
REAR

RIGHT SIDE

"SANTA BARBARA" - "VILLA" ROOF TILE - OGEE GUTTERS

Elevation - A

SCALE: 1/8"=1'-0"



ATTIC VENTILATION			
AREA 1:			
ATTIC AREA:		2,216 SQ. FT.	
VENT RATIO:		1/300	
REQUIRED VENTILATION:		1084 SQ. IN.	
PROPOSED VENTILATION:		1332 SQ. IN.	
VENT TYPE MFR.	QUAN.	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FINIALS VENT:	10	46 SQ. IN.	552 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	4	195 SQ. IN.	780 SQ. IN.

NOTE: ATTIC AREAS WHICH USE THE 1:150 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC SPACE (NO LESS THAN 3 FEET) IN THE UPPER PORTION.

GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SIGN THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.

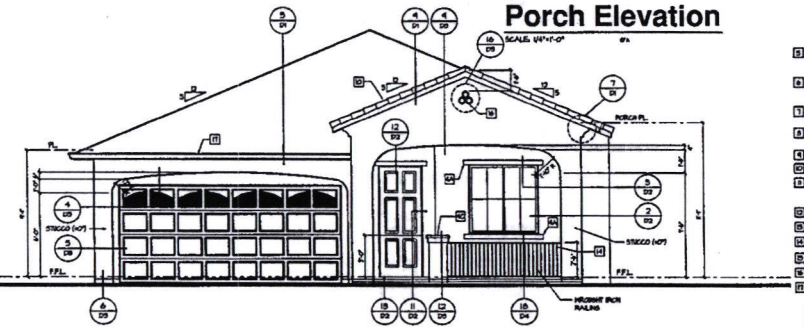
ALL OVERLAP FRAMED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING (AS ALLOWED BY THE STRUCTURAL DRAWINGS) TO ALLOW PARGAMO AND ATTIC VENTILATION BETWEEN THE TWO OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO REQUIRE REQUIREMENTS.

NOTE: CORROSION RESISTANT GUTTER AND DOWNSPOUTS PER GENERAL NOTES. LOCATE PER CIVIL DRAWINGS AND SOILS REPORT.

SYMBOLS: DORMER VENT; FREEZE VENT

Roof Plan - A

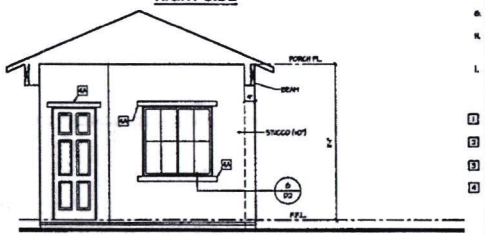
SCALE: 1/8"=1'-0"



"SANTA BARBARA" - "VILLA" ROOF TILE - OGEE GUTTERS

Front Elevation - A

SCALE: 1/4"=1'-0"



Porch Elevation

SCALE: 1/4"=1'-0"

EXTERIOR ELEVATION NOTES

NOTE: EXTERIOR

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW HEAD HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS. (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS:
-STUCCO PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-6" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS:
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING:
-ALL ELEVATIONS: CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS:
-WINDOWS PER GENERAL NOTES, PAINTED AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS:
SELECTED BY BUILDER.

H. GARAGE DOORS:
-METAL SECTIONAL AS SELECTED BY BUILDER. RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM:
-ALL ELEVATIONS: STUCCO OVER FOAM TRIM, AS NOTED, SEE DETAILS.

ELEVATION KEY NOTES

1. STUCCO SHELF / LOW WALL: STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACE: STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER. HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM:
   A. 1"x4" FOAM W/ STUCCO OVER.
   B. 1"x6" FOAM W/ STUCCO OVER.
   C. 3"x4" FOAM W/ STUCCO OVER.
   D. 2"x2" FOAM W/ STUCCO OVER.
   E. 1 1/2"x2" FOAM W/ STUCCO OVER.
   F. 1"x5" FOAM W/ STUCCO OVER.
   G. 2"x6" FOAM W/ STUCCO OVER.
   H. 3"x6" FOAM W/ STUCCO OVER.
5. 5" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES WITH HARDI-PLANK CORNER TRIM, SEE DETAILS, 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT. SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ A0.6.
7. FALSE WOOD SHUTTERS, TYPE AS SHOWN. SEE DETAIL 4/ A0.5.
8. CORROSION RESISTANT ROOF TO WALL FLASHING. SEE ROOF DETAILS.
9. 5/4 X 6 HARDI-PLANK TRIM.
10. 2x6 EAVE.
11. STUCCO RECESS: ROUGH SIZE AS NOTED, SEE DETAILS 4/A0.5 AND A. (DECORATIVE WROUGHT IRON WHERE SHOWN)
12. STUCCO OVER 1"x2" FOAM TRIM U.N.O.
13. STUCCO FREEZE TRIM (VT)
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. CANALES, SEE DETAILS 16/ D4 & 3/ D5.
17. 2x6 FACIA

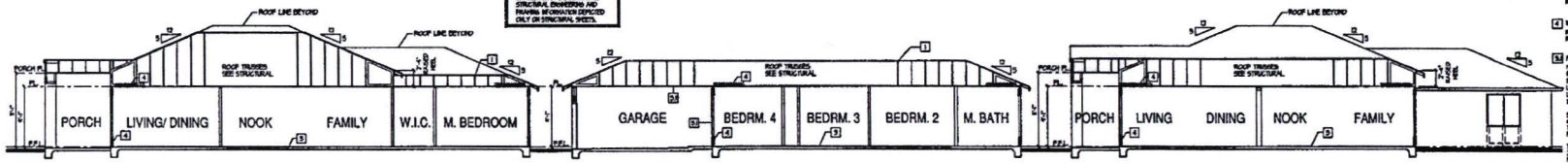
SECTION NOTES

SECTION NOTES

A. BUILDING SECTIONS SHOWN HERE DEPICT VOLUME SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING: PITCHED CONCRETE TILE ROOF, SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.
2. WOOD FLOORS: AT TYPICAL INTERIOR CONDITIONS. FLOOR SHEATHING OVER FLOOR JOIST. REFER TO STRUCTURAL DRAWINGS.
3. CONCRETE SLABS / CURBS: SEE SLAB PERIMETER LAYOUT FOR DIMENSIONS. REFER TO STRUCTURAL DRAWINGS.
4. INSULATION: REFER TO T24 SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.
5. FIRE PROTECTION: WALLS TO GARAGE FIRE SEPARATION, GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER CBC/CRC SECT. 302.6 AND TABLE 7-B ITEM 17-6A.
   SEPARATION AT HORIZONTAL SURFACE = 24" O.C. ATTACHED TO FRAMING WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER CBC/CRC TABLE 7-C ITEM 3-4A.
   TYPICAL AT ALL GARAGES 2 X 4 TRUSSES @ 24" O.C. WITH RC CHANNEL CORRIDOR/WALL AT 8' O.C.
6. CONCRETE STAIRS AND LANDINGS: 5/8" TYPE 'X' SUPPORTS AT 16" O.C. ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.

NOTE: BUILDING SECTIONS DEPICT VOLUME SPACES WITHIN THE STRUCTURE. STRUCTURAL ENGINEERING AND FRAMING INFORMATION DEPICTED ONLY ON STRUCTURAL SHEETS.



Building Section A-A

SCALE: 1/8"=1'-0"

Building Section B-B

SCALE: 1/8"=1'-0"

Building Section C-C

SCALE: 1/8"=1'-0"

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ANATOLIA VILLAGE 1

Rancho Cordova, California

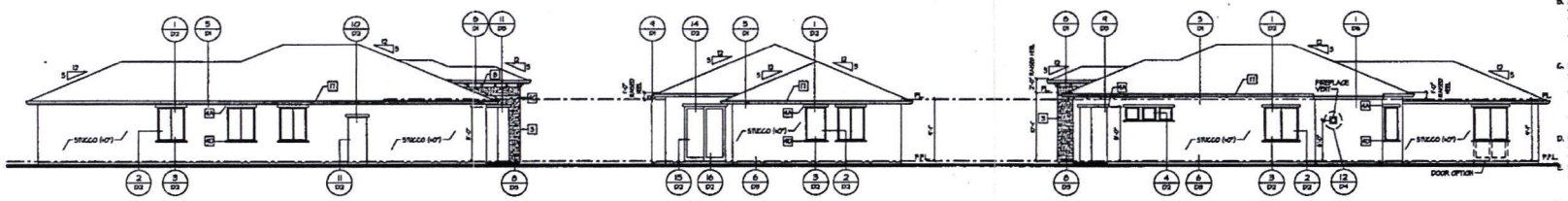
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Bloodgood Sharp Buster
1107 Investment Blvd, Suite 200
El Dorado Hills, CA 95762
Phone: (916) 933-0000

PLAN 132

SHEET TITLE: FRONT ELEVATION, SIDE/REAR ELEVATIONS, ROOF PLAN, BUILDING SECTIONS

SHEET: 3.1

04-14-2004 PERMIT SET



"RURAL ITALIAN" - "VILLA" ROOF TILE - OGEE GUTTERS

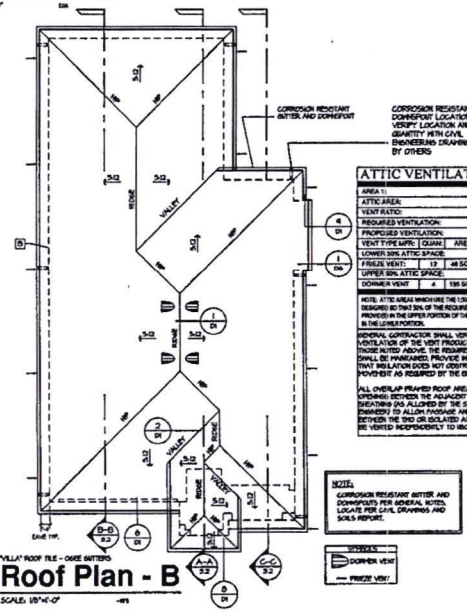
Elevation - B

SCALE: 1/8"=1'-0"

LEFT SIDE

REAR

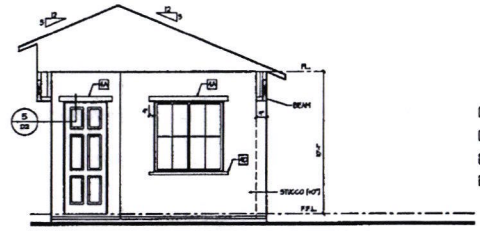
RIGHT SIDE



"VILLA" ROOF TILE - OGEE GUTTERS

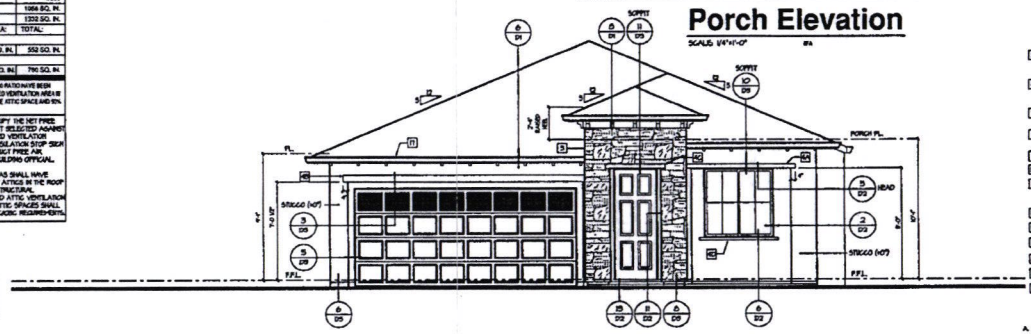
Roof Plan - B

SCALE: 1/8"=1'-0"



Porch Elevation

SCALE: 1/4"=1'-0"



"RURAL ITALIAN" - "VILLA" ROOF TILE - OGEE GUTTERS

Front Elevation - B

SCALE: 1/4"=1'-0"

EXTERIOR ELEVATION NOTES

NOTE: ELEVATIONS

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW "HEAD" HEIGHTS.
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS. (ALIGN W/ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS:
-STUCCO PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-6" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS:
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING:
-"ALL ELEVATIONS": CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS:
-WINDOWS PER GENERAL NOTES, MINTING AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS:
SELECTED BY BUILDER.

H. GARAGE DOORS:
-METAL SECTIONAL, AS SELECTED BY BUILDER. RAISED PANEL, AS SHOWN.

I. DOOR AND WINDOW TRIM:
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM, AS NOTED, SEE DETAILS.

ELEVATION KEY NOTES

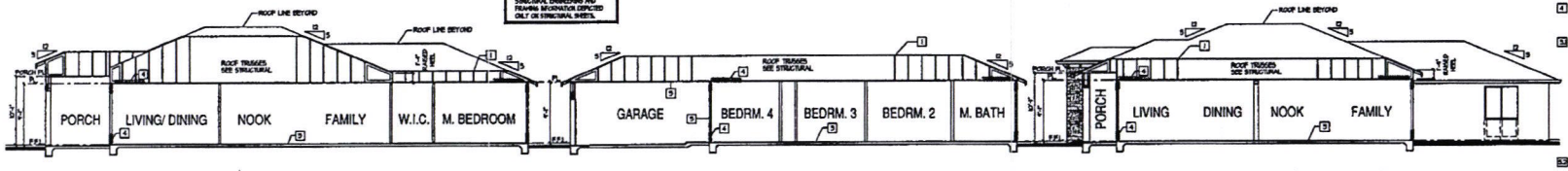
1. STUCCO SHELF / LOW WALL: STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACE: STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER. HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM.
   A. 1"x4" FOAM W/ STUCCO OVER
   B. 1"x6" FOAM W/ STUCCO OVER
   C. 3"x4" FOAM W/ STUCCO OVER
   D. 2"x2" FOAM W/ STUCCO OVER
   E. 1 1/2"x2" FOAM W/ STUCCO OVER
   F. 1"x3" FOAM W/ STUCCO OVER
   G. 2"x6" FOAM W/ STUCCO OVER
   H. 2"x8" FOAM W/ STUCCO OVER.
5. 8" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES WITH HARDI-PLANK CORNER TRIM, SEE DETAILS. 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT. SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ A0.4.
7. FALSE WOOD SHUTTERS, TYPE AS SHOW. SEE DETAIL 4/ A0.5.
8. CORROSION RESISTANT ROOF TO WALL FLASHING. SEE ROOF DETAILS.
9. 5/4 X 6 HARDI-PLANK TRIM.
10. 2x6 BARGE
11. STUCCO REVEAL. REVEAL SIZE AS NOTED. SEE DETAILS 4/A0.1/A0.4. (DECORATIVE WROUGHT IRON WHERE SHOWN.)
12. STUCCO OVER 1"x2" FOAM TRIM U.N.O.
13. STUCCO FRIEZE TRIM (4")
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. CANALES, SEE DETAILS 16/ D4 & 5/ D5.
17. 2x6 FASCIA

SECTION NOTES

NOTE: SECTIONS A05-04-05

A. BUILDING SECTIONS SHOWN HERE DEPICT VOLUME SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING: PITCHED CONCRETE TILE ROOF. SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.
2. WOOD FLOORS: AT TYPICAL INTERIOR CONDITIONS. FLOOR SHEATHING OVER FLOOR JOIST. REFER TO STRUCTURAL DRAWINGS.
3. CONCRETE SLABS / CURBS: SEE SLAB PERIMETER LAYOUT FOR DIMENSIONS. REFER TO STRUCTURAL DRAWINGS.
4. INSULATION: REFER TO ENV SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.
5. FIRE PROTECTION: WOOD TO GARAGE FIRE SEPARATION: GARAGE/HOME SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER MFGRS. SPEC. SCH.4 AND TABLE 1-B ITEM 17-B.
   SEPARATION AT HORIZONTAL SURFACE: @ 24" O.C. ATTACHED TO FRAMING WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER MFGRS. TABLE 1-C ITEM 24-U.
   TYPICAL AT ALL GARAGES
   2 X 4 TRUSSES AT 24" O.C. WITH RC CHANNEL PERPENDICULAR AT 8' O.C.
6. UNDER STAIRS AND LANDINGS: 5/8" TYPE 'X' SUPPORTS AT 16" O.C. ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.



Building Section A-A

SCALE: 1/8"=1'-0"

Building Section B-B

SCALE: 1/8"=1'-0"

Building Section C-C

SCALE: 1/8"=1'-0"

BEAZER HOMES
1870 CRESCENT HOUSE DR., STE 200
ROCKVILLE, CA 95670
(916) 773-7473
FAX (916) 773-4666
www.bdsdesign.com

ANATOLIA VILLAGE 1

Rancho Cordova, California

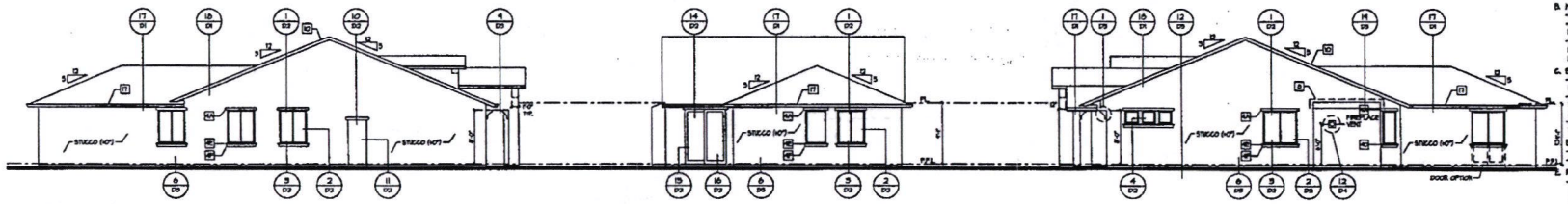
Architecture and Planning, Inc.
Bloodgood Sharp Buster
1107 Investment Blvd., Suite 200
El Dorado Hills, CA 95762
Phone: 916.941.3960
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PLAN 132

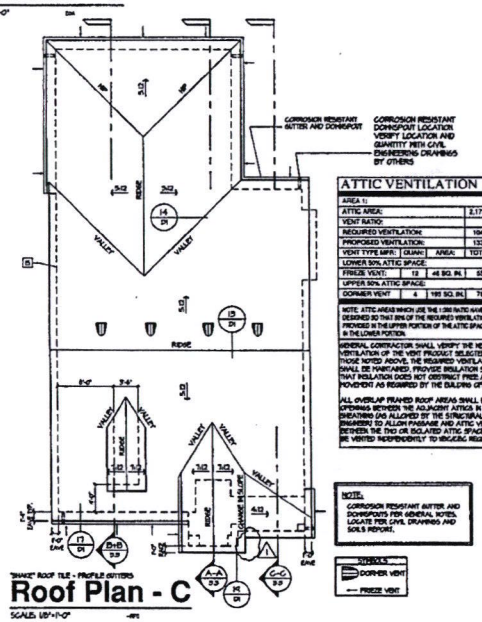
SHEET TITLE: FRONT ELEVATION SIDE/REAR ELEVATIONS ROOF PLAN BUILDING SECTIONS

SHEET: 3.2

04-14-2004 PERMIT SET



Elevation - C



ATTIC VENTILATION			
AREA 1:			
ATTIC AREA:		2,175 SQ. FT.	
VENT RATIO:		1/300	
REQUIRED VENTILATION:		1044 SQ. IN.	
PROPOSED VENTILATION:		1332 SQ. IN.	
VENT TYPE MFR:	QUAN:	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FREIZE VENT:	12	46 SQ. IN.	552 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT:	4	195 SQ. IN.	780 SQ. IN.

NOTE: ATTIC AREAS WHICH USE THE 1/300 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC SPACE AND 50% IN THE LOWER PORTION.

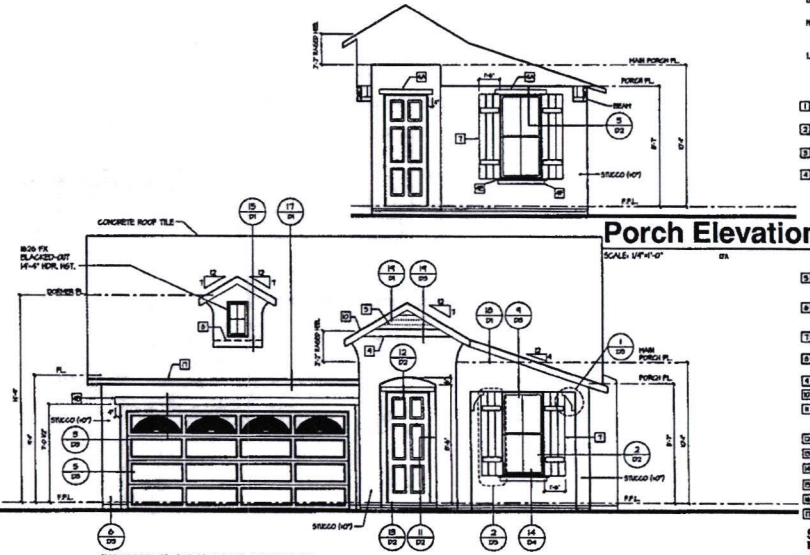
GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.

ALL OVERLAP FRAMED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING (AS ALLOWED BY THE STRUCTURAL ENGINEER) TO ALLOW PASSAGE AND ATTIC VENTILATION BETWEEN THE TWO OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO MEET CBC REQUIREMENTS.

NOTE: CORROSION RESISTANT GUTTER AND DOWNSPOUTS PER GENERAL NOTES. LOCATE PER CIVIL DRAWINGS AND SOILS REPORT.

SYMBOLS
- DORMER VENT
- FREIZE VENT

Roof Plan - C



Porch Elevation

Front Elevation - C

EXTERIOR ELEVATION NOTES

NOTE_EXTERIOR

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW "HEAD" HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED OR PLANS. (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS:
-STUCCO PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-6" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS:
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING:
-ALL ELEVATIONS: CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS:
-WINDOWS PER GENERAL NOTES, MANTES AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS:
SELECTED BY BUILDER.

H. GARAGE DOORS:
-METAL SECTIONAL AS SELECTED BY BUILDER. RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM:
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM, AS NOTED. SEE DETAILS.

ELEVATION KEY NOTES

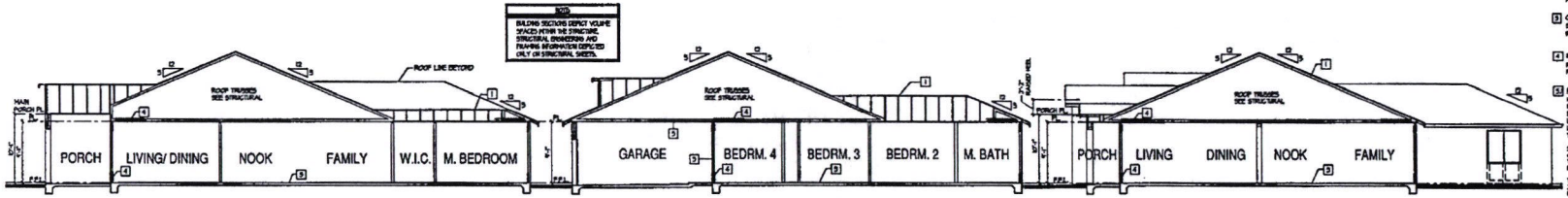
1. STUCCO SHELF / LOW WALL; STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACE; STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER. HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM.
   A. 1"x4" FOAM W/ STUCCO OVER.
   B. 1"x6" FOAM W/ STUCCO OVER.
   C. 5"x4" FOAM W/ STUCCO OVER.
   D. 2"x4" FOAM W/ STUCCO OVER.
   E. 1 1/2"x2" FOAM W/ STUCCO OVER.
   F. 1"x3" FOAM W/ STUCCO OVER.
   G. 2"x6" FOAM W/ STUCCO OVER.
   H. 5"x6" FOAM W/ STUCCO OVER.
5. 8" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES WITH HARDI-PLANK CORNER TRIM, SEE DETAILS. 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT. SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ A0.4.
7. FALSE WOOD SHUTTERS, TYPE AS SHOWN. SEE DETAIL 4/ A0.5.
8. CORROSION RESISTANT ROOF TO WALL FLASHING. SEE ROOF DETAILS.
9. 5/4 X 6 HARDI-PLANK TRIM.
10. 2x6 BARGE.
11. STUCCO RECESS. REVEAL SIZE AS NOTED. SEE DETAILS 4/A0.1/A0.4. (DECORATIVE WROUGHT IRON WHERE SHOWN)
12. STUCCO OVER 1"x2" FOAM TRIM U.N.O.
13. STUCCO FREIZE TRIM (4")
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. GAWALES, SEE DETAILS 16/ D4 & 5/ D5.
17. 2x6 FASCIA.

SECTION NOTES

NOTE_SECTIONS 03-06-09

A. BUILDING SECTIONS SHOW HERE DEPICT VOLUME SPACES ONLY. REFER TO STRUCTURAL DRAWINGS FOR STRUCTURAL DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING:
   FINISHED CONCRETE TILE ROOF. SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.
2. WOOD FLOORS:
   AT TYPICAL INTERIOR CONDITIONS, FLOOR SHEATHING OVER FLOOR JOIST. REFER TO STRUCTURAL DRAWINGS.
3. CONCRETE SLABS / CURBS:
   SEE SLAB PERIMETER LAYOUT FOR DIMENSIONS. REFER TO STRUCTURAL DRAWINGS.
4. INSULATION:
   REFER TO ENV SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.
5. FIRE PROTECTION:
   GARAGE SIDE GARAGE FIRE SEPARATION. GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE 5/8 TYPE 'X' GYPSUM BOARD PER UBC/CBC SECT. 302.6 AND TABLE 7-B, 17-B.
   SEPARATION AT HORIZONTAL SURFACE: 4 3/4" O.C. ATTACHED TO FRAMING WITH TWO (2) LAYERS OF TYPE 'X' GYPSUM BOARD PER UBC/CBC TABLE 7-C ITEM 2-4.
   TYPICAL AT ALL GARAGES: 2 X 4 TRUSSES AT 24" O.C. WITH 1/2 GYPSUM, PERPENDICULAR AT 8" O.C.
6. UNDER STAIRS AND LANDINGS:
   5/8" TYPE 'X' SUPPORTS AT 16" O.C. ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.



Building Section A-A

Building Section B-B

Building Section C-C

RENAISSANCE HOMES
1011 CAMERADO BLVD STE. 200, #75 SW
ROCKVILLE, CA. 95678
(916) 772-7472
FAX (916) 772-4006
www.bbsdesign.com

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Phone: 916-941-3960

ANATOLIA VILLAGE 1
Rancho Cordova, California

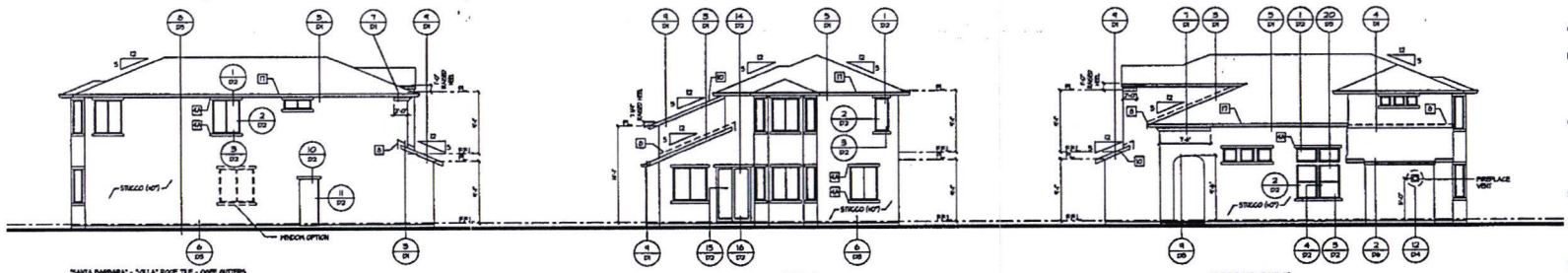
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FINAL REV.
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CHECKED BY

PLAN 132

SHEET TITLE
FRONT ELEVATION
SIDE/REAR ELEVATIONS
ROOF PLAN
BUILDING SECTIONS

SHEET
3.3

04-14-2004 PERMIT SET



"SANTA BARBARA" - "VILLA" ROOF TILE - OWEE GUTTERS

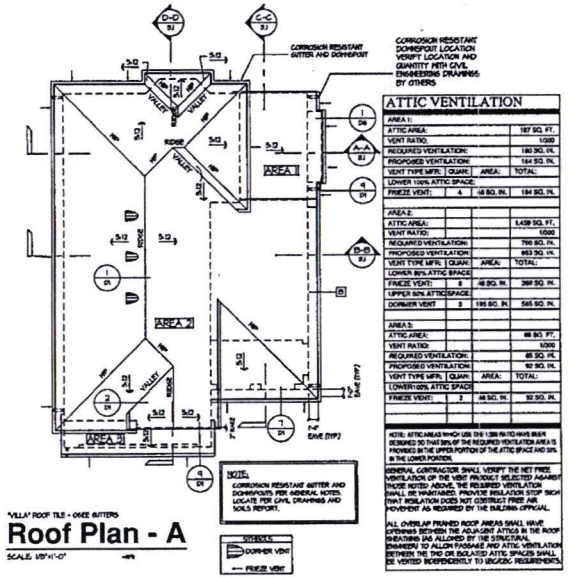
Elevation - A

SCALE: 1/8"=1'-0"

LEFT SIDE

REAR

RIGHT SIDE



"VILLA" ROOF TILE - OWEE GUTTERS

Roof Plan - A

SCALE: 1/8"=1'-0"

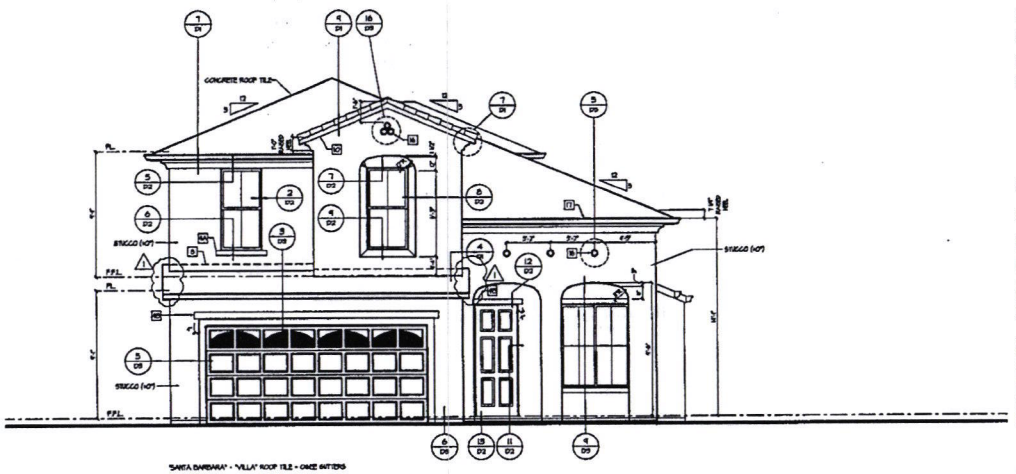
ATTIC VENTILATION

AREA 1:			
ATTIC AREA:			187 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			180 SQ. IN.
PROPOSED VENTILATION:			184 SQ. IN.
VENT TYPE MFR.	QUAN:	AREA:	TOTAL:
LOWER 150% ATTIC SPACE:			
FREEZE VENT:	4	46 SQ. IN.	184 SQ. IN.
AREA 2:			
ATTIC AREA:			1,459 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			780 SQ. IN.
PROPOSED VENTILATION:			853 SQ. IN.
VENT TYPE MFR.	QUAN:	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FREEZE VENT:	8	46 SQ. IN.	368 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	3	195 SQ. IN.	585 SQ. IN.
AREA 3:			
ATTIC AREA:			46 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			46 SQ. IN.
PROPOSED VENTILATION:			92 SQ. IN.
VENT TYPE MFR.	QUAN:	AREA:	TOTAL:
LOWER 100% ATTIC SPACE:			
FREEZE VENT:	2	46 SQ. IN.	92 SQ. IN.

NOTE: ATTIC AREAS WHICH USE THE 1/300 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED BY THE UPPER PORTION OF THE ATTIC SPACE AND 50% IS THE LOWER PORTION.

GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.

ALL OVERLAP FRAMED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING (AS ALLOWED BY THE STRUCTURAL DRAWINGS) TO ALLOW PASSAGE AND ATTIC VENTILATION BETWEEN THE 2ND OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO USC&BC REQUIREMENTS.



"SANTA BARBARA" - "VILLA" ROOF TILE - OWEE GUTTERS

Front Elevation - A

SCALE: 1/4"=1'-0"

EXTERIOR ELEVATION NOTES

(NOTE_EXTELEV)

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW "HEAD" HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS. (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS:
-STUCCO PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-6" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS:
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING:
-ALL ELEVATIONS: CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS:
-WINDOWS PER GENERAL NOTES, MANTAS AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS:
SELECTED BY BUILDER.

H. GARAGE DOORS:
-METAL SECTIONAL AS SELECTED BY BUILDER, RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM:
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM, AS NOTED, SEE DETAILS.

ELEVATION KEY NOTES

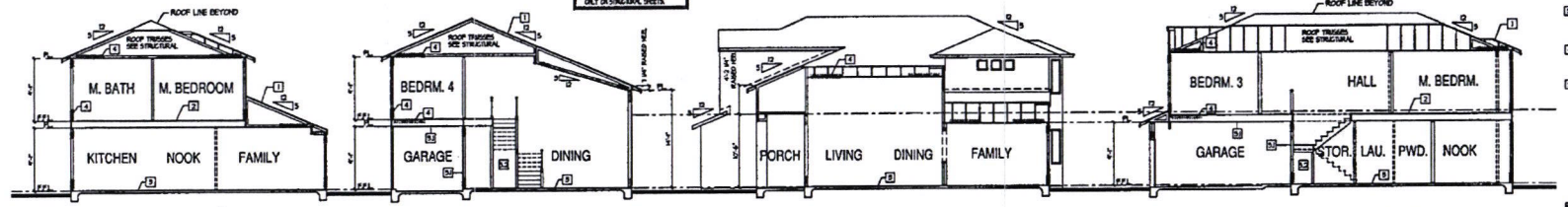
1. STUCCO SHELF / LOW WALL; STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACE; STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER, HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM.
   A. 1"x4" FOAM W/ STUCCO OVER
   B. 1"x6" FOAM W/ STUCCO OVER
   C. 3"x4" FOAM W/ STUCCO OVER
   D. 2"x2" FOAM W/ STUCCO OVER
   E. 1 1/2"x2" FOAM W/ STUCCO OVER
   F. 1"x3" FOAM W/ STUCCO OVER
   G. 2"x6" FOAM W/ STUCCO OVER
   H. 5"x6" FOAM W/ STUCCO OVER
5. 8" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES WITH HARDI-PLANK CORNER TRIM, SEE DETAILS. 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT. SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ A0.4.
7. FALSE WOOD SHUTTERS, TYPE AS SHOWN SEE DETAIL 4/ A0.3.
8. CORROSION RESISTANT ROOF TO HALL FLASHING, SEE ROOF DETAILS.
9. 5/4 X 6 HARDI-PLANK TRIM.
10. 2X6 BARGE
11. STUCCO RECESS; ROUGH SIZE AS NOTED, SEE DETAILS 4/A0.3/A0.4. (DECORATIVE WROUGHT IRON WHERE SHOWN)
12. STUCCO OVER 1"x3" FOAM TRIM U.N.O.
13. STUCCO FREEZE TRIM (4")
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. CANALES, SEE DETAILS 16/ D4.1 & 5/ D5.
17. 2X6 FACIA

SECTION NOTES

(NOTE_SECTIONS) (05-04-05)

A. BUILDING SECTIONS SHOWN HERE DEPICT VOLUM OF SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING:
   PITCHED CONCRETE TILE ROOF, SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.
2. FLOOR/FLOORS:
   AT TYPICAL INTERIOR CONDITIONS:
   FLOOR SHEATHING OVER FLOOR JOIST.
   REFER TO STRUCTURAL DRAWINGS.
3. CONCRETE SLABS / CURBS:
   SEE SLAB PERIMETER LAYOUT FOR DIMENSIONS.
   REFER TO STRUCTURAL DRAWINGS.
4. INSULATION:
   REFER TO ENV SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.
5. FIRE PROTECTION:
   WHERE TO GARAGE FIRE SEPARATION:
   GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER 2001/2001 SECT. 302.6 AND TABLE 1-B ITEM 1-3-B.
   SEPARATION AT HORIZONTAL SURFACE: 5/8" O.C. ATTACHED TO FRAMING WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER 2001/2001 TABLE 1-C ITEM 3-1-1.
   TYPICAL AT ALL AREAS:
   1 & 2 FRAMING AT 24" O.C. WITH RC CHANNEL PERPENDICULAR AT 8' O.C.
6. BERNARD STAIRS AND LANDINGS:
   5/8" TYPE 'X' SUPPORTS AT 8' O.C., ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.



NOTE: BUILDING SECTIONS DEPICT VOLUME SPACES WITHIN THE STRUCTURE. STRUCTURAL ENGINEERING AND FRAMING INFORMATION DEPICTED ONLY ON STRUCTURAL SHEETS.

Building Section A-A

SCALE: 1/8"=1'-0"

Building Section B-B

SCALE: 1/8"=1'-0"

Building Section C-C

SCALE: 1/8"=1'-0"

Building Section D-D

SCALE: 1/8"=1'-0"

RENAISSANCE HOMES
3171 CROW CANYON ROAD STE. 210
ROCKVILLE, CA 94678
(916) 773-7473
FAX (916) 773-1496
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ANATOLIA VILLAGE 1

Rancho Cordova, California

Architect and Planners, Ltd
1107 Investment Blvd., Suite 200
El Dorado Hills, CA 95762
Phone: 916-941-0999

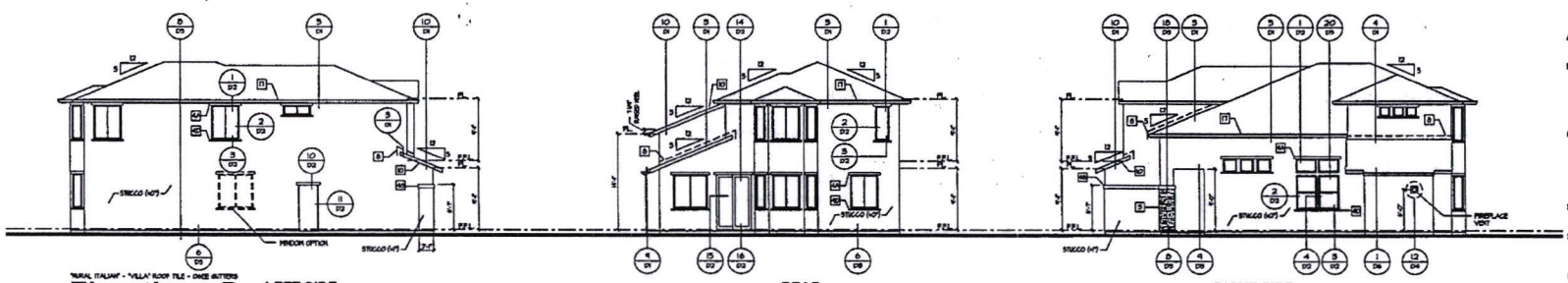
Woodgrove Sharp Buster

PLAN 133

SHEET TITLE: FRONT ELEVATION SIDE/REAR ELEVATIONS ROOF PLAN BUILDING SECTIONS

SHEET: 3.1

04-14-2004 PERMIT SET

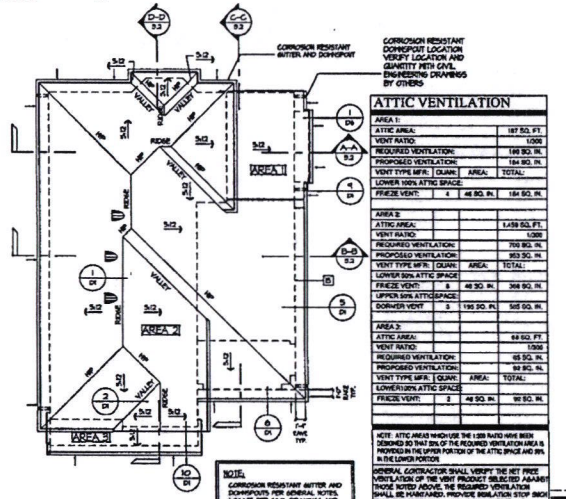


"RURAL ITALIAN" - "VILLA" ROOF TILE - OGEE GUTTERS

Elevation - B

LEFT SIDE | REAR | RIGHT SIDE

SCALE: 1/8"=1'-0"



"VILLA" ROOF TILE - OGEE GUTTERS

Roof Plan - B

SCALE: 1/8"=1'-0"

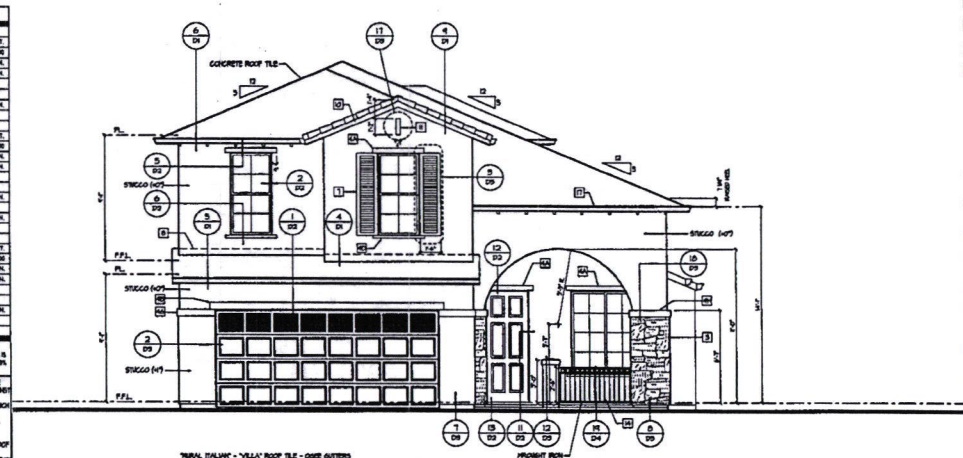
ATTIC VENTILATION

AREA 1:			
ATTIC AREA:			187 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			196 SQ. IN.
PROPOSED VENTILATION:			184 SQ. IN.
VENT TYPE MFR.	QUAN:	AREA:	TOTAL:
LOWER 100% ATTIC SPACE:			
FRIEZE VENT:	4	46 SQ. IN.	184 SQ. IN.
AREA 2:			
ATTIC AREA:			1,459 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			700 SQ. IN.
PROPOSED VENTILATION:			953 SQ. IN.
VENT TYPE MFR.	QUAN:	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FRIEZE VENT:	8	46 SQ. IN.	368 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT:	3	195 SQ. IN.	585 SQ. IN.
AREA 3:			
ATTIC AREA:			69 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			83 SQ. IN.
PROPOSED VENTILATION:			92 SQ. IN.
VENT TYPE MFR.	QUAN:	AREA:	TOTAL:
LOWER 100% ATTIC SPACE:			
FRIEZE VENT:	2	46 SQ. IN.	92 SQ. IN.

NOTE: ATTIC AREAS WHICH USE THE 1:300 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC SPACE AND 50% IN THE LOWER PORTION.

GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR FLOW EIGHT AS REQUIRED BY THE BUILDING OFFICIAL.

ALL OVERALL TRUSSED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING (AS ALLOWED BY THE STRUCTURAL ENGINEER) TO ALLOW PASSAGE AND ATTIC VENTILATION BETWEEN THE TWO OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO USC&GC REQUIREMENTS.



"RURAL ITALIAN" - "VILLA" ROOF TILE - OGEE GUTTERS

Front Elevation - B

SCALE: 1/4"=1'-0"

EXTERIOR ELEVATION NOTES

NOTE: EXTERIOR

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW HEADER HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS. (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS.
-STUCCO PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-5/8" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS.
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING.
-ALL ELEVATIONS: CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS.
-WINDOWS PER GENERAL NOTES, PAINTED AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS.
SELECTED BY BUILDER.

H. GARAGE DOORS.
-METAL SECTIONAL AS SELECTED BY BUILDER, RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM.
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM, AS NOTED. SEE DETAILS.

ELEVATION KEY NOTES

1. STUCCO SHELF / LOW WALL. STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACE. STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER. HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM.
   A. 1"x4" FOAM W/ STUCCO OVER
   B. 1"x6" FOAM W/ STUCCO OVER
   C. 3"x4" FOAM W/ STUCCO OVER
   D. 2"x2" FOAM W/ STUCCO OVER
   E. 1 1/2"x2" FOAM W/ STUCCO OVER
   F. 1"x8" FOAM W/ STUCCO OVER
   G. 2"x6" FOAM W/ STUCCO OVER
   H. 3"x6" FOAM W/ STUCCO OVER
5. 5" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES W/ TH HARDI-PLANK CORNER TRIM, SEE DETAILS, 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT. SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ A0.4.
7. FALSE WOOD SHUTTERS, TYPE AS SHOWN. SEE DETAIL 4/ A0.5.
8. CORROSION RESISTANT ROOF TO WALL FLASHING. SEE ROOF DETAILS.
9. 5/4 X 6 HARDI-PLANK TRIM.
10. 2x6 BARGE
11. STUCCO RECESS. ROUGH SIZE AS NOTED. SEE DETAILS 4/30/VAD.4 DECORATIVE WROUGHT IRON WHERE SHOWN
12. STUCCO OVER 1"x2" FOAM TRIM U.N.O.
13. STUCCO FRIEZE TRIM (4")
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. GABLES, SEE DETAILS W/ DH 4 5/ D5.
17. 2x6 FACIA

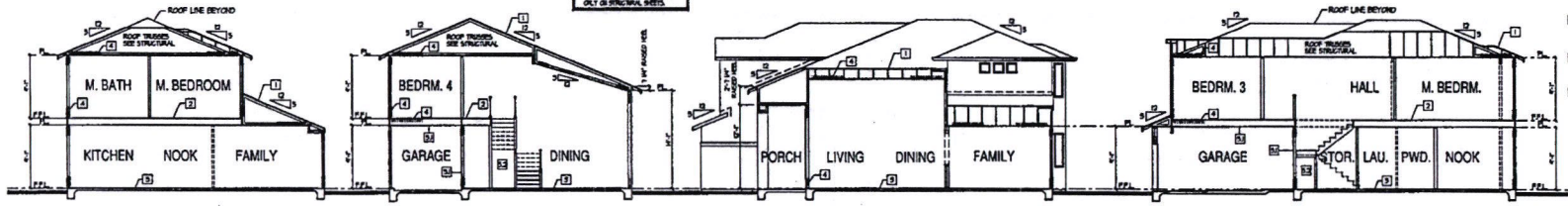
SECTION NOTES

NOTE: SECTIONS

A. BUILDING SECTIONS SHOWN HERE DEPICT VOLUMN SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING.
   PITCHED CONCRETE TILE ROOF. SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.
2. FLOORS.
   AT TYPICAL INTERIOR CONDITIONS. FLOOR SHEATHING OVER FLOOR JOIST. REFER TO STRUCTURAL DRAWINGS.
3. CONCRETE SLABS / CURBS.
   SEE SLAB PERIMETER LAYOUT FOR DIMENSIONS. REFER TO STRUCTURAL DRAWINGS.
4. INSULATION.
   REFER TO ENV SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.
5. FIRE PROTECTION.
   -WORK TO GARAGE FIRE SEPARATION, GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC SEC. 302.6 AND TABLE 3-B ITEM 17-D.
   SEPARATION AT HORIZONTAL SURFACE = 2x6 @ 16" O.C. ATTACHED TO FRAMING WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC TABLE 3-C ITEM 3-A.2.
   TYPICAL AT ALL GARAGES.
   2 X 4 TRUSSES AT 24" O.C. WITH RC CHANNEL PERPENDICULAR AT 8' O.C.
6. INTERIOR STAIRS AND LANDINGS.
   5/8" TYPE 'X', SUPPORTS AT 16" O.C., OR WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.

NOTE: BUILDING SECTIONS DEPICT VOLUME SPACES WITHIN THE STRUCTURE. STRUCTURAL ENGINEERING AND FRAMING INFORMATION DEPICTED ONLY ON STRUCTURAL SHEETS.



Building Section A-A

SCALE: 1/8"=1'-0"

Building Section B-B

SCALE: 1/8"=1'-0"

Building Section C-C

SCALE: 1/8"=1'-0"

Building Section D-D

SCALE: 1/8"=1'-0"

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1972 CAMERON RUN DR., STE 100
ROSEVILLE, CA 95678
(916) 772-1971
FAX (916) 772-4644
www.babdesign.com

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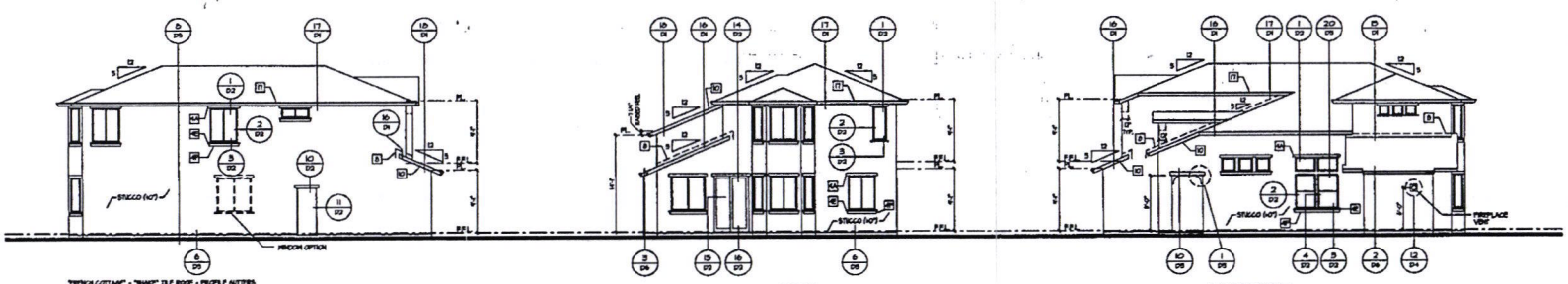
ANATOLIA VILLAGE 1
Rancho Cordova, California

PLAN 133

SHEET TITLE: FRONT ELEVATION, SIDE/REAR ELEVATIONS, ROOF PLAN, BUILDING SECTIONS

SHEET: 3.2

04-14-2004 PERMIT SET

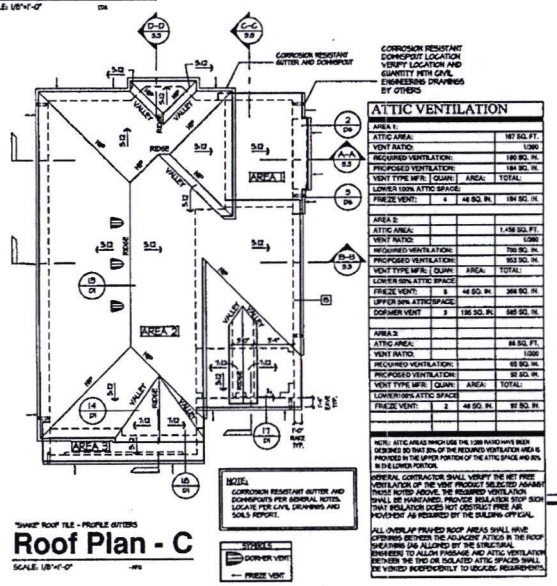


"FRENCH COTTAGE" - "SHAKE" TILE ROOF - PROFILE GUTTERS

Elevation - C

LEFT SIDE

SCALE: 1/8"=1'-0"



"SHAKE" ROOF TILE - PROFILE GUTTERS

Roof Plan - C

SCALE: 1/8"=1'-0"

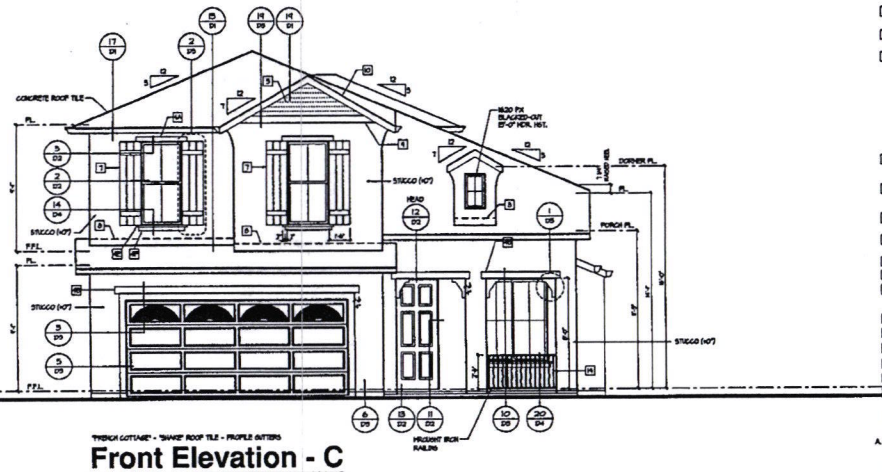
ATTIC VENTILATION

AREA 1:			
ATTIC AREA:			167 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			180 SQ. IN.
PROPOSED VENTILATION:			184 SQ. IN.
VENT TYPE MFR:	QUAN:	AREA:	TOTAL:
LOWER 100% ATTIC SPACE:			
FREEZE VENT:	4	46 SQ. IN.	184 SQ. IN.
AREA 2:			
ATTIC AREA:			1,458 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			788 SQ. IN.
PROPOSED VENTILATION:			953 SQ. IN.
VENT TYPE MFR:	QUAN:	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FREEZE VENT:	8	46 SQ. IN.	368 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	3	195 SQ. IN.	585 SQ. IN.
AREA 3:			
ATTIC AREA:			64 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			65 SQ. IN.
PROPOSED VENTILATION:			92 SQ. IN.
VENT TYPE MFR:	QUAN:	AREA:	TOTAL:
LOWER 100% ATTIC SPACE:			
FREEZE VENT:	2	46 SQ. IN.	92 SQ. IN.

NOTE: ATTIC AREAS WHICH USE THE 1/300 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC SPACE AND 50% IN THE LOWER PORTION.

MINERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE DESIGNED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.

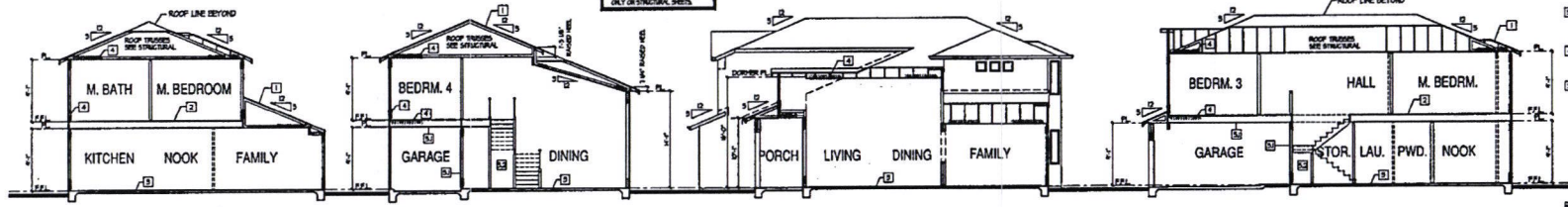
ALL OVERLAP FRAMED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING (NA ALLOWED BY THE STRUCTURAL ENGINEER) TO ALLOW PASSAGE AND ATTIC VENTILATION BETWEEN THE TWO OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO LOCAL REQUIREMENTS.



"FRENCH COTTAGE" - "SHAKE" ROOF TILE - PROFILE GUTTERS

Front Elevation - C

SCALE: 1/4"=1'-0"



NOTE: BUILDING SECTIONS DEPICT VOLUME SPACES WITHIN THE STRUCTURE. STRUCTURAL ENGINEERING AND FRAMING INFORMATION DEPICTED ONLY ON STRUCTURAL SHEETS.

Building Section A-A

SCALE: 1/8"=1'-0"

Building Section B-B

SCALE: 1/8"=1'-0"

Building Section C-C

SCALE: 1/8"=1'-0"

Building Section D-D

SCALE: 1/8"=1'-0"

EXTERIOR ELEVATION NOTES

NOTE: EXTERIOR

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW "HEAD" HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS. (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS:
-STUCCO PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT WEEP SCREED AT BASE.
-7" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS:
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING:
-ALL ELEVATIONS: CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS:
-WINDOWS PER GENERAL NOTES, PAINTED AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS:
SELECTED BY BUILDER.

H. GARAGE DOORS:
-METAL SECTIONAL AS SELECTED BY BUILDER, RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM:
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM AS NOTED, SEE DETAILS.

ELEVATION KEY NOTES

1. STUCCO SHELF / LOW WALL: STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACES: STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER, HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM.
   A. 1"x4" FOAM W/ STUCCO OVER
   B. 1"x6" FOAM W/ STUCCO OVER
   C. 3"x4" FOAM W/ STUCCO OVER
   D. 2"x2" FOAM W/ STUCCO OVER
   E. 1 1/2"x2" FOAM W/ STUCCO OVER
   F. 1"x5" FOAM W/ STUCCO OVER
   G. 2"x8" FOAM W/ STUCCO OVER
   H. 5"x8" FOAM W/ STUCCO OVER
5. 8" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES WITH HARDI-PLANK CORNER TRIM, SEE DETAILS. 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT. SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ A0.4.
7. FALSE WOOD SHUTTERS, TYPE AS SHOWN. SEE DETAIL 4/ A0.3.
8. CORROSION RESISTANT ROOF TO WALL FLASHING. SEE ROOF DETAILS.
9. 5/4 X 6 HARDI-PLANK TRIM.
10. 2HR BARGE
11. STUCCO RECESS: ROUGH SIZE AS NOTED. SEE DETAILS 4/A0.4/A0.5. (DECORATIVE WROUGHT IRON WHERE SHOWN)
12. STUCCO OVER FOAM TRIM U.N.O.
13. STUCCO FREIZE TRIM (NT)
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. CANALES, SEE DETAILS 16/ D4 & 5/ D5.
17. 2HR FACIA.

SECTION NOTES

NOTE: SECTIONS EXCEPT

A. BUILDING SECTIONS SHOW HERE DEPICT VOLUME SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING: PITCHED CONCRETE TILE ROOF. SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.
2. WOOD FLOORS: AT TYPICAL INTERIOR CONDITIONS. FLOOR SHEATHING OVER FLOOR JOIST. REFER TO STRUCTURAL DRAWINGS.
3. CONCRETE SLABS / CURBS: SEE SLAB PERIMETER LAYOUT FOR DIMENSIONS. REFER TO STRUCTURAL DRAWINGS.
4. INSULATION: REFER TO T24 SURVEY FOR TITLE 24 REQUIREMENTS BY OTHERS.
5. FIRE PROTECTION: HOUSE TO GARAGE FIRE SEPARATION: GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC SECT. 508.2 AND TABLE 7-B ITEM 1-D.
   SEPARATION AT HORIZONTAL SURFACE: 4 3/4" O.C. ATTACHED TO FRAMING WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC TABLE 7-C ITEM 3-A.1.
   TYPICAL AT ALL GARAGES
   2 X 4 WALLS @ 24" O.C. WITH R-13 GRANEL INSULATION AT 16" O.C.
6. REINFORCE STAIRS AND LANDINGS: 5/8" TYPE 'X' SUPPORTS AT 16" O.C., OR WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.

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1691 CLEARBOOK RIDGE DR., STE 100
DANVILLE, CA. 94526
(510) 779-1671
FAX (510) 779-1888

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1107 Investment Blvd., Suite 200
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ANATOLIA VILLAGE 1

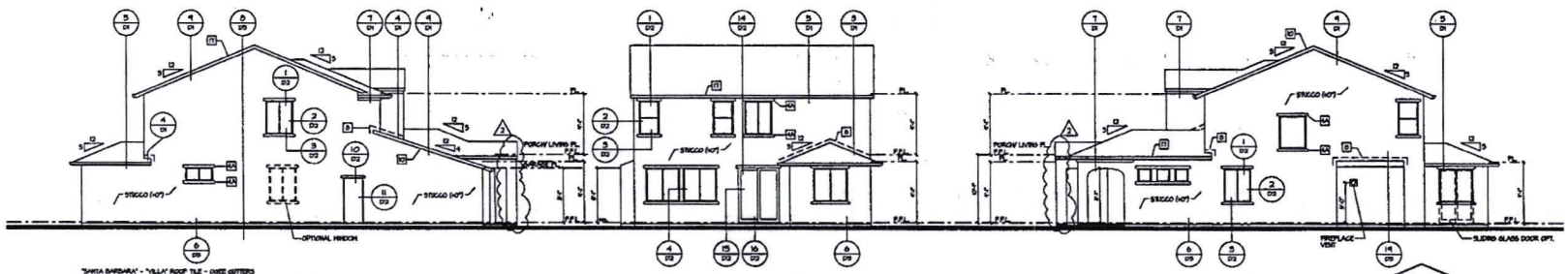
Rancho Cordova, California

PLAN 133

SHEET TITLE: FRONT ELEVATION SIDE/REAR ELEVATIONS ROOF PLAN BUILDING SECTIONS

SHEET: 3.3

04-14-2004 PERMIT SET



LEFT SIDE

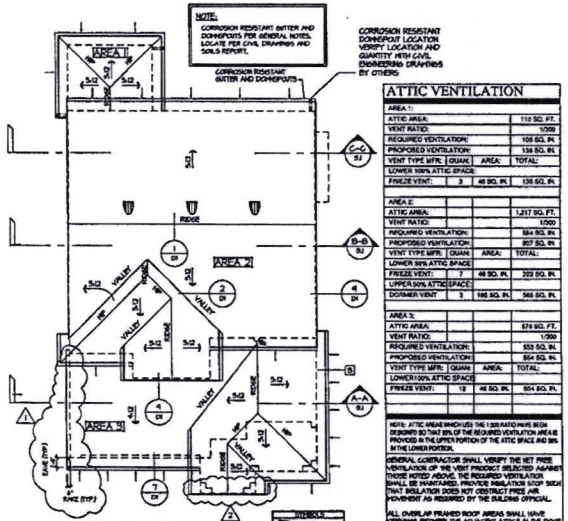
REAR

RIGHT SIDE

"SANTA BARBARA" - "VILLA" ROOF TILE - OGEE GUTTERS

Elevation - A

SCALE: 1/8"=1'-0"



ATTIC VENTILATION

AREA 1:			
ATTIC AREA:			119 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			106 SQ. IN.
PROPOSED VENTILATION:			136 SQ. IN.
VENT TYPE MFR.	QUAN.	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FREEZE VENT:	3	48 SQ. IN.	136 SQ. IN.
AREA 2:			
ATTIC AREA:			1,217 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			884 SQ. IN.
PROPOSED VENTILATION:			907 SQ. IN.
VENT TYPE MFR.	QUAN.	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FREEZE VENT:	7	48 SQ. IN.	223 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	3	185 SQ. IN.	566 SQ. IN.
AREA 3:			
ATTIC AREA:			576 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			553 SQ. IN.
PROPOSED VENTILATION:			554 SQ. IN.
VENT TYPE MFR.	QUAN.	AREA:	TOTAL:
LOWER 100% ATTIC SPACE:			
FREEZE VENT:	12	46 SQ. IN.	554 SQ. IN.

NOTE: ATTIC AREAS WHICH USE THE 1/300 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC SPACE AND 50% IN THE LOWER PORTION.

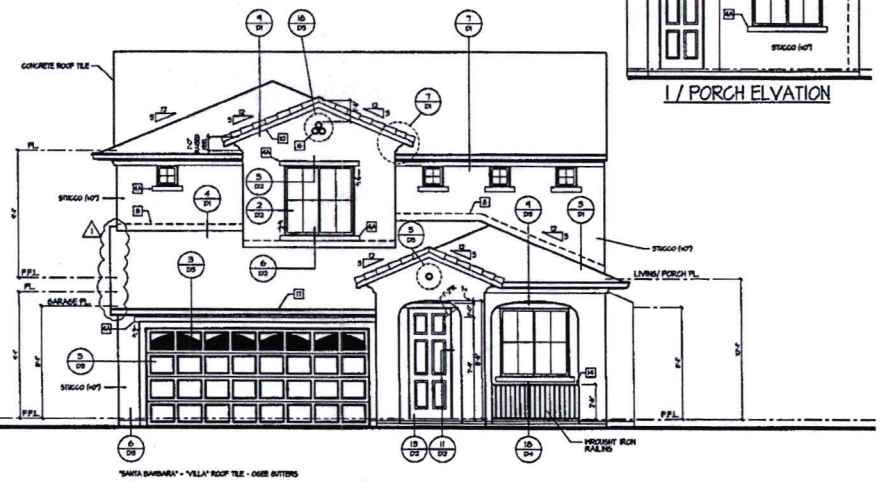
GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.

ALL OVERLAP FRAMED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING AS ALLOWED BY THE STRUCTURAL ENGINEERING TO ALLOW PASSAGE AND ATTIC VENTILATION BETWEEN THE TWO OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO MEET REQUIREMENTS.

"VILLA" ROOF TILE - OGEE GUTTERS

Roof Plan - A

SCALE: 1/8"=1'-0"



"SANTA BARBARA" - "VILLA" ROOF TILE - OGEE GUTTERS

Front Elevation - A

SCALE: 1/4"=1'-0"



1 / PORCH ELVATION

EXTERIOR ELEVATION NOTES

NOTE EXTERIOR

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW HEAD HEIGHTS.
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS. (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS.
-STUCCO PER GENERAL NOTES. CORROSION RESISTANT WEEP SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES. CORROSION RESISTANT WEEP SCREED AT BASE.
-5/8" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS.
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING.
-ALL ELEVATIONS: CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS.
-WINDOWS PER GENERAL NOTES, PAINTED AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS.
SELECTED BY BUILDER.

H. GARAGE DOORS.
-METAL SECTIONAL AS SELECTED BY BUILDER, RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM.
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM, AS NOTED. SEE DETAILS.

ELEVATION KEY NOTES

1. STUCCO SHELF / LOW WALL. STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACE. STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER. HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM.
   A. 1"x4" FOAM W/ STUCCO OVER.
   B. 1"x6" FOAM W/ STUCCO OVER.
   C. 3"x4" FOAM W/ STUCCO OVER.
   D. 2"x2" FOAM W/ STUCCO OVER.
   E. 1 1/2"x2" FOAM W/ STUCCO OVER.
   F. 1"x3" FOAM W/ STUCCO OVER.
   G. 2"x6" FOAM W/ STUCCO OVER.
   H. 3"x6" FOAM W/ STUCCO OVER.
5. 8" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES WITH HARDI-PLANK CORNER TRIM. SEE DETAILS. 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT. SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ AD.1.
7. FALSE HOOD SHUTTERS, TYPE AS SHOW. SEE DETAIL 4/ AD.3.
8. CORROSION RESISTANT ROOF TO WALL FLASHING. SEE ROOF DETAILS.
9. 5/4 X 6 HARDI-PLANK TRIM.
10. 2x6 BARGE
11. STUCCO RECESS. REVEAL SIZE AS NOTED. SEE DETAILS 4/AD.1/AD.4. (DECORATIVE WROUGHT IRON WHERE SHOWN)
12. STUCCO OVER 1"x2" FOAM TRIM U.N.O.
13. STUCCO FREEZE TRIM (+/-)
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. CANALES, SEE DETAILS 18/ D4 + 5/ D5.
17. 2x6 FACIA

SECTION NOTES

NOTE SECTIONS EX-16-09

A. BUILDING SECTIONS SHOW MORE DEPICT VOLUME SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING.
PITCHED CONCRETE TILE ROOF, SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.

2. WOOD FLOORS.
AT TYPICAL INTERIOR CONDITIONS. FLOOR SHEATHING OVER FLOOR JOIST. REFER TO STRUCTURAL DRAWINGS.

3. CONCRETE SLABS / CURBS.
SEE SLAB DEPRESSION LAYOUT FOR DIMENSIONS. REFER TO STRUCTURAL DRAWINGS.

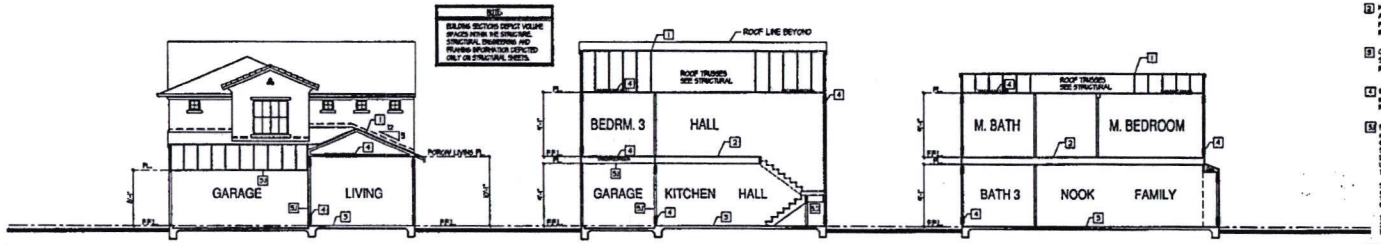
4. INSULATION.
REFER TO ENV SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.

5. FIRE PROTECTION.
HOUSE TO GARAGE FIRE SEPARATION. GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC 302.7, 302.6 AND TABLE 3-B, ITEM 7-1.B.

SEPARATION AT HORIZONTAL SURFACE, @ 24" O.C. ATTACHED TO FRAMING WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC TABLE 7-C ITEM 2-4.1.

TYPICAL AT ALL GARAGES
2 X 4 TRUSSES AT 24" O.C. WITH RC CHANNEL PERPENDICULAR AT 8' O.C.

6. UNDERSIDE STAIRS AND LANDINGS.
5/8" TYPE 'X' GYPSUM BOARD AT 16" O.C. ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.



Building Section A-A

SCALE: 1/8"=1'-0"

Building Section B-B

SCALE: 1/8"=1'-0"

Building Section C-C

SCALE: 1/8"=1'-0"

RENAISSANCE HOMES
195 CHEROKEE RIDGE DR., STE 100
DANVILLE, CA 94570
(510) 773-1971
FAX (510) 773-0566
www.bsbdesign.com
Bloodgood Sharp Buster
Office Locations:
1107 Investment Blvd., Suite 200
El Dorado Hills, CA 95762
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ANATOLIA VILLAGE 1

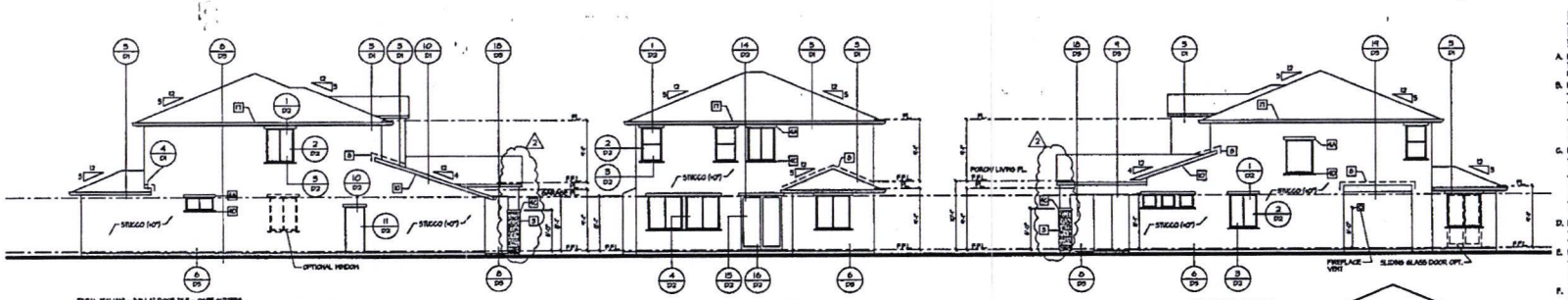
Rancho Cordova, California

JOB NO.	3700.00
PROJ. MGR.	
DRAWN BY	
CHECKED BY	

PLAN 134

SHEET TITLE	SHEET
FRONT ELEVATION SIDE/REAR ELEVATIONS ROOF PLAN BUILDING SECTIONS	3.1

04-14-2004 PERMIT SET



"RURAL ITALIAN" - "VILLA" ROOF TILE - OGEE GUTTERS

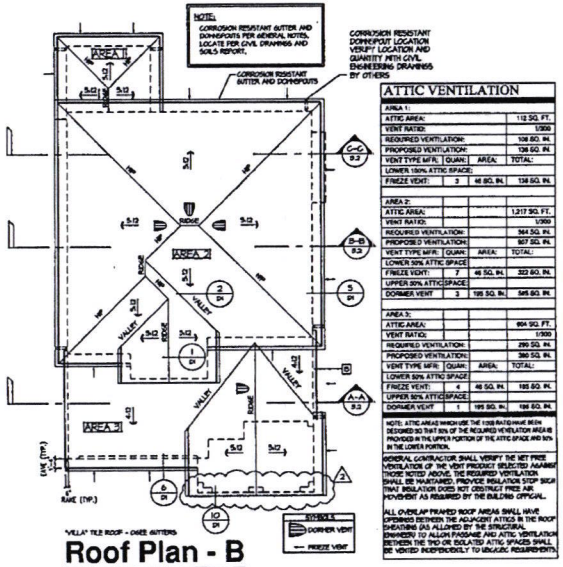
Elevation - B

SCALE: 1/8"=1'-0"

LEFT SIDE

REAR

RIGHT SIDE



ATTIC VENTILATION

AREA 1:			
ATTIC AREA:			112 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			134 SQ. IN.
PROPOSED VENTILATION:			138 SQ. IN.
VENT TYPE MFR:	QUAN:	AREA:	TOTAL:
LOWER 150% ATTIC SPACE:			
FREEZE VENT:	3	46 SQ. IN.	138 SQ. IN.
AREA 2:			
ATTIC AREA:			1,217 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			541 SQ. IN.
PROPOSED VENTILATION:			907 SQ. IN.
VENT TYPE MFR:	QUAN:	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FREEZE VENT:	7	46 SQ. IN.	322 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	3	195 SQ. IN.	585 SQ. IN.
AREA 3:			
ATTIC AREA:			604 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			290 SQ. IN.
PROPOSED VENTILATION:			390 SQ. IN.
VENT TYPE MFR:	QUAN:	AREA:	TOTAL:
LOWER 50% ATTIC SPACE			
FREEZE VENT:	4	46 SQ. IN.	195 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	1	195 SQ. IN.	195 SQ. IN.

NOTE: ATTIC AREAS WHICH USE THE 1/300 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC SPACE AND 50% IN THE LOWER PORTION.

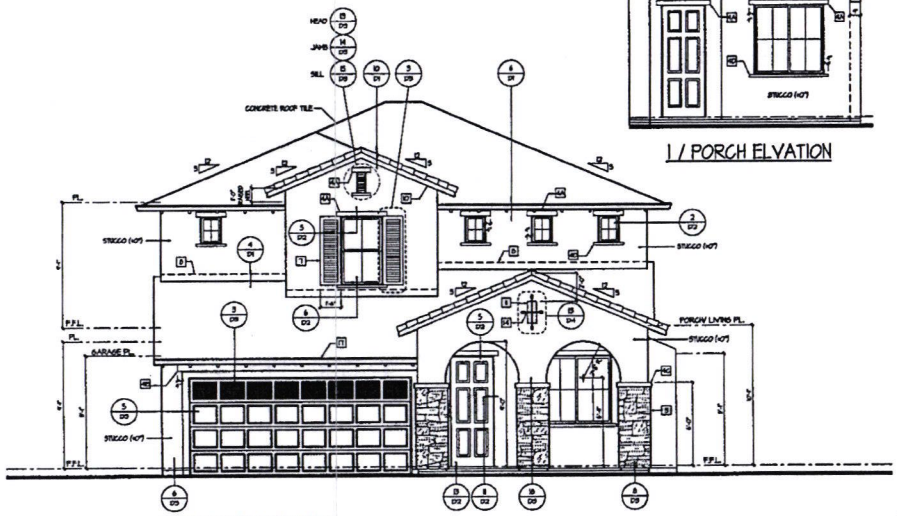
GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.

ALL OVERLAP FRAMED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING (AS ALLOWED BY THE STRUCTURAL ENGINEER) TO ALLOW PASSAGE AND ATTIC VENTILATION BETWEEN THE TWO OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO MEET REQUIREMENTS.

"VILLA" TILE ROOF - OGEE GUTTERS

Roof Plan - B

SCALE: 1/8"=1'-0"

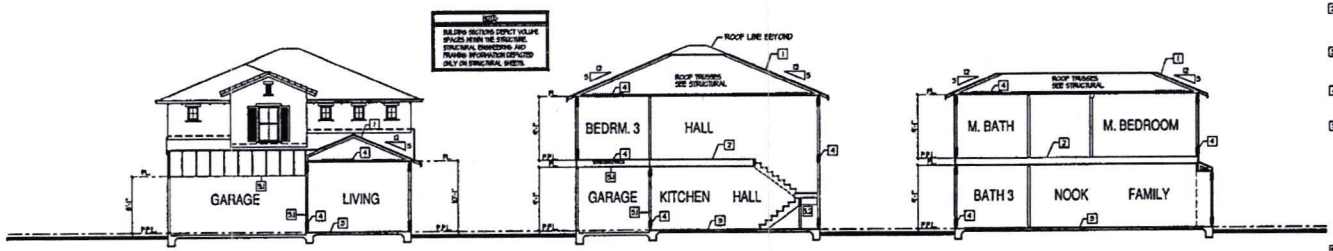


"RURAL ITALIAN" - "VILLA" ROOF TILE - OGEE GUTTERS

Front Elevation - B

SCALE: 1/4"=1'-0"

I / PORCH ELVATION



Building Section A-A

SCALE: 1/8"=1'-0"

Building Section B-B

SCALE: 1/8"=1'-0"

Building Section C-C

SCALE: 1/8"=1'-0"

EXTERIOR ELEVATION NOTES

NOTE_EXTERIOR

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW "HEAD" HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS.
(ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS:
-STUCCO PER GENERAL NOTES, CORROSION RESISTANT MESH SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT MESH SCREED AT BASE.
-6" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS:
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING:
-ALL ELEVATIONS: CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS:
-WINDOWS PER GENERAL NOTES, MATING AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS:
SELECTED BY BUILDER.

H. GARAGE DOORS:
-METAL SECTIONAL AS SELECTED BY BUILDER, RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM:
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM, AS NOTED. SEE DETAILS.

ELEVATION KEY NOTES

1. STUCCO SHELF / LOW HALL; STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACE; STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER, HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM.
   A. 1"x4" FOAM W/ STUCCO OVER.
   B. 1"x6" FOAM W/ STUCCO OVER.
   C. 3"x4" FOAM W/ STUCCO OVER.
   D. 2"x2" FOAM W/ STUCCO OVER.
   E. 1 1/2"x2" FOAM W/ STUCCO OVER.
   F. 1"x5" FOAM W/ STUCCO OVER.
   G. 2"x6" FOAM W/ STUCCO OVER.
   H. 3"x6" FOAM W/ STUCCO OVER.
5. 8" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES WITH HARDI-PLANK CORNER TRIM, SEE DETAILS. 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT. SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ A0.4.
7. FALSE HOOD SHUTTERS, TYPE AS SHOW. SEE DETAIL 4/ A0.3.
8. CORROSION RESISTANT ROOF TO WALL FLASHING. SEE ROOF DETAILS.
9. 3/4 X 8 HARDI-PLANK TRIM.
10. 2x6 BARGE
11. STUCCO RECESS. REVEAL SIZE AS NOTED. SEE DETAILS 4/A0.4/A0.4. (DECORATIVE WROUGHT IRON WHERE SHOWN)
12. STUCCO OVER 1"x12" FOAM TRIM U.N.O.
13. STUCCO FREIZE TRIM (KT)
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. CANALES, SEE DETAILS 6A/ D4 & 3/ D5.
17. 2x6 FACIA

SECTION NOTES

NOTE_SECTIONS

A. BUILDING SECTIONS SHOW HERE DEPICT VOLUME SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING:
   PITCHED CONCRETE TILE ROOF, SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.
2. WOOD FLOORS:
   AT TYPICAL INTERIOR CONDITIONS.
   FLOOR SHEATHING OVER FLOOR JOIST.
   REFER TO STRUCTURAL DRAWINGS.
3. CONCRETE SLABS / GRIDS:
   SEE SLAB DEPRESSION LAYOUT FOR DIMENSIONS.
   REFER TO STRUCTURAL DRAWINGS.
4. INSULATION:
   REFER TO ENV SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.
5. FIRE PROTECTION:
   ROUTE TO GARAGE FIRE SEPARATION.
   GARAGE/HOME SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC SEC. 302.6 AND TABLE 7-B ITEM 17-B.
   SEPARATION AT HORIZONTAL SURFACE @ 24" O.C. ATTACHED TO FRAMING WITH 2ND (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC TABLE 7-C ITEM 2-H.
   TYPICAL AT ALL GARAGES
   2 X 4 TRUSSES AT 24" O.C. WITH RC CHANNEL PERPENDICULAR AT 8' O.C.
6. GRADE STAIRS AND LANDINGS.
   SAF TYPE SC SUPPORTS AT 6' O.C. ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREA.

RENAISSANCE HOMES
1671 CLEARBOOK KNOLL DR., STE 100
ROSEVILLE, CA 95678
(916) 774-1671
FAX (916) 774-1666
www.babdesign.com

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El Dorado Hills, CA 95762
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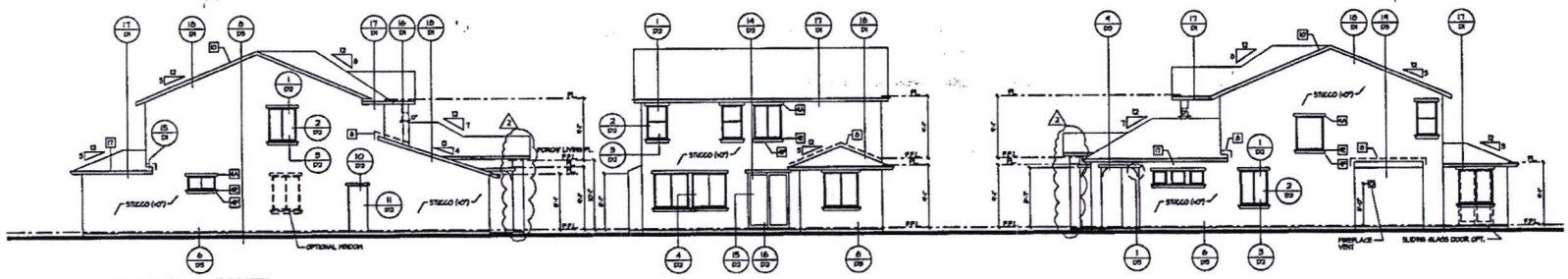
JOB NO. 2001.00
PROJ. SIZE
DRAWN BY
CHECKED BY

PLAN 134

SHEET TITLE
FRONT ELEVATION
SIDE/REAR ELEVATIONS
ROOF PLAN
BUILDING SECTIONS

SHEET 3.2

04-14-2004 PERMIT SET



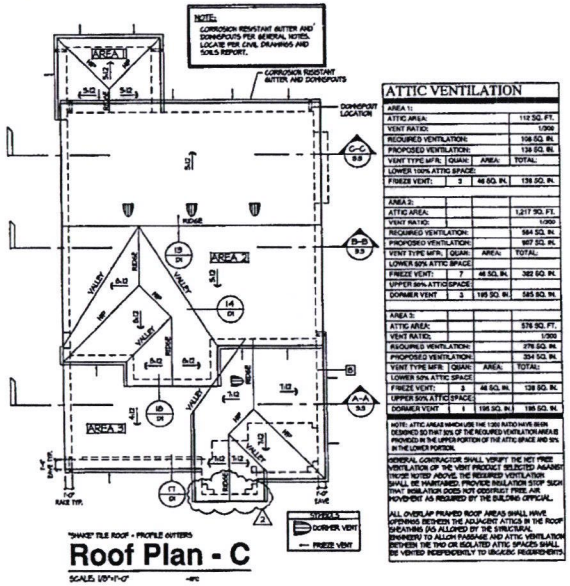
"FRENCH COTTAGE" - "SHAKE" ROOF TILE - PROFILE GUTTERS

Elevation - A

LEFT SIDE

REAR

RIGHT SIDE



ATTIC VENTILATION			
AREA 1:			
ATTIC AREA:			112 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			156 SQ. IN.
PROPOSED VENTILATION:			139 SQ. IN.
VENT TYPE MFR.	QUAN.	AREA:	TOTAL:
LOWER 100% ATTIC SPACE:			
FREEZE VENT:	3	46 SQ. IN.	139 SQ. IN.
AREA 2:			
ATTIC AREA:			1,217 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			564 SQ. IN.
PROPOSED VENTILATION:			567 SQ. IN.
VENT TYPE MFR.	QUAN.	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FREEZE VENT:	7	46 SQ. IN.	322 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	3	195 SQ. IN.	585 SQ. IN.
AREA 3:			
ATTIC AREA:			576 SQ. FT.
VENT RATIO:			1/300
REQUIRED VENTILATION:			276 SQ. IN.
PROPOSED VENTILATION:			354 SQ. IN.
VENT TYPE MFR.	QUAN.	AREA:	TOTAL:
LOWER 50% ATTIC SPACE:			
FREEZE VENT:	3	46 SQ. IN.	138 SQ. IN.
UPPER 50% ATTIC SPACE:			
DORMER VENT	1	195 SQ. IN.	195 SQ. IN.

NOTE: ATTIC AREAS WHICH USE THE 1/300 RATIO HAVE BEEN DESIGNED SO THAT 50% OF THE REQUIRED VENTILATION AREA IS PROVIDED IN THE UPPER PORTION OF THE ATTIC SPACE AND 50% IN THE LOWER PORTION.

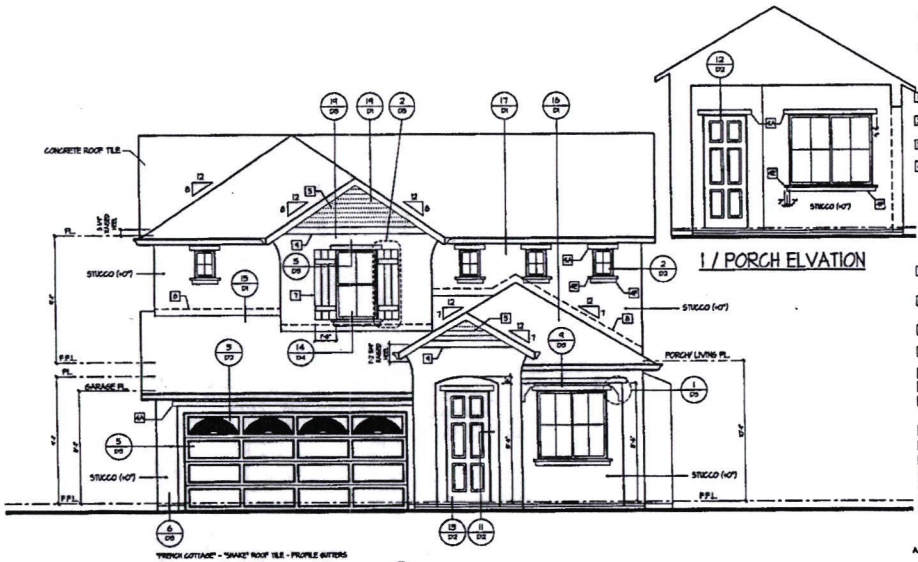
GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED AGAINST THOSE NOTED ABOVE. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.

ALL OVERLAP FRAMED ROOF AREAS SHALL HAVE OPENINGS BETWEEN THE ADJACENT ATTICS IN THE ROOF SHEATHING (AS ALLOWED BY THE STRUCTURAL ENGINEER) TO ALLOW PASSAGE AND ATTIC VENTILATION BETWEEN THE TWO OR ISOLATED ATTIC SPACES SHALL BE VENTED INDEPENDENTLY TO UBC/IRC REQUIREMENTS

"SHAKE" TILE ROOF - PROFILE GUTTERS

Roof Plan - C

SCALE: 1/8"=1'-0"

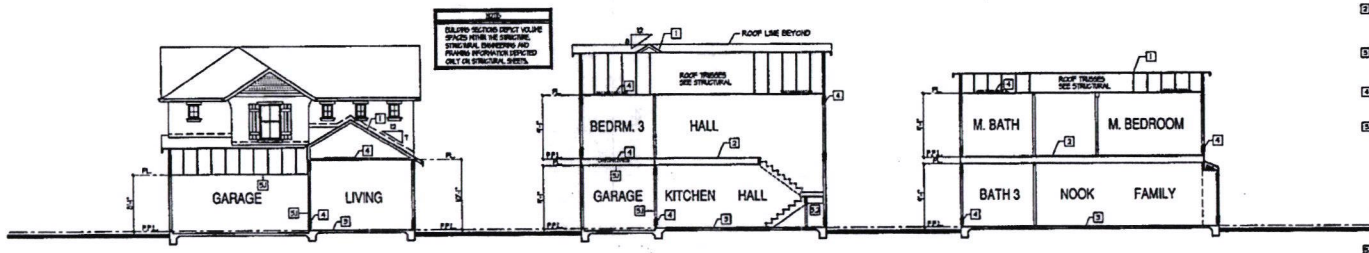


1 / PORCH ELVATION

"FRENCH COTTAGE" - "SHAKE" ROOF TILE - PROFILE GUTTERS

Front Elevation - C

SCALE: 1/4"=1'-0"



NOTE: BUILDING SECTIONS DEPICT VOLUME SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

Building Section A-A

SCALE: 1/8"=1'-0"

Building Section B-B

SCALE: 1/8"=1'-0"

Building Section C-C

SCALE: 1/8"=1'-0"

EXTERIOR ELEVATION NOTES

NOTE_EXTELEVE

A. REFER TO GENERAL NOTE SHEETS FOR TYPICAL REQUIREMENTS AND SPECIFIC DESCRIPTION OF MATERIALS.

B. WINDOW HEAD HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS. (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

C. EXTERIOR WALLS:
-STUCCO PER GENERAL NOTES, CORROSION RESISTANT MESH SCREED AT BASE.
-STUCCO SYSTEM OVER 1" FOAM INSULATION PER GENERAL NOTES, CORROSION RESISTANT MESH SCREED AT BASE.
-6" HARDBOARD LAP SIDING PER GENERAL NOTES.

D. EXTERIOR SOFFITS:
-STUCCO PER GENERAL NOTES
-STUCCO OVER 1" FOAM INSULATION.

E. ROOFING:
-ALL ELEVATIONS: CONCRETE TILE PER GENERAL NOTES. SEE ROOFING DETAILS FOR FASCIAS.

F. WINDOWS:
-WINDOWS PER GENERAL NOTES, MANUFACTURER AS SHOWN ON ELEVATIONS.

G. ENTRY DOORS:
SELECTED BY BUILDER.

H. GARAGE DOORS:
-METAL SECTIONAL AS SELECTED BY BUILDER, RAISED PANEL AS SHOWN.

I. DOOR AND WINDOW TRIM:
-ALL ELEVATIONS, STUCCO OVER FOAM TRIM AS NOTED, SEE DETAILS.

ELEVATION KEY NOTES

1. STUCCO SHELF / LOW WALL. STUCCO OVER ELASTOMERIC FLASHING.
2. SLOPING SURFACE. STUCCO OVER ELASTOMERIC FLASHING.
3. ADHERED STONE VENEER AS SELECTED BY BUILDER, HEIGHT AS NOTED. SEE DETAILS.
4. STUCCO OVER FOAM TRIM.
   A. 1"x4" FOAM W/ STUCCO OVER
   B. 1"x6" FOAM W/ STUCCO OVER
   C. 3"x4" FOAM W/ STUCCO OVER
   D. 2"x2" FOAM W/ STUCCO OVER
   E. 1 1/2"x2" FOAM W/ STUCCO OVER
   F. 1"x5" FOAM W/ STUCCO OVER
   G. 2"x6" FOAM W/ STUCCO OVER
   H. 3"x6" FOAM W/ STUCCO OVER
5. 8" HARDI-PLANK LAP SIDING, BLIND NAILED, PER GENERAL NOTES WITH HARDI-PLANK CORNER TRIM, SEE DETAILS. 6" EXPOSURE.
6. CORROSION RESISTANT SCREEN LOUVERED VENT, SEE ROOF PLAN FOR SIZE. SEE DETAIL 4/ A0.4.
7. FALSE WOOD SHUTTERS, TYPE AS SHOWN. SEE DETAIL 4/ A0.5.
8. CORROSION RESISTANT ROOF TO WALL FLASHING, SEE ROOF DETAILS.
9. 5/4 X 6 HARDI-PLANK TRIM.
10. 2x6 BARGE
11. STUCCO RECESS. REVEAL SIZE AS NOTED. SEE DETAILS 4/A0.5 AND 5/A0.5. DECORATIVE WROUGHT IRON WHERE SHOWN.
12. STUCCO OVER 7"x2" FOAM TRIM U.N.O.
13. STUCCO FREEZE TRIM (-7)
14. DECORATIVE WROUGHT IRON, SEE DETAILS.
15. LINE OF BUILDING PERIMETER.
16. GAVALEN, SEE DETAILS 18/ D4 & 3/ D5.
17. 2x6 FASCIA

SECTION NOTES

NOTE_SECTIONS 2015-06-09

A. BUILDING SECTIONS SHOWN HERE DEPICT VOLUME SPACES WITHIN THE STRUCTURE. REFER TO STRUCTURAL DRAWINGS, DETAILS, AND CALCULATIONS BY OTHERS FOR ALL STRUCTURAL INFORMATION.

1. ROOFING:
   PITCHED CONCRETE TILE ROOF, SEE SECTIONS FOR SLOPE. SEE ROOF PLAN, DETAILS, AND GENERAL NOTES.
2. WOOD FLOORS:
   AT TYPICAL INTERIOR CONDITIONS: FLOOR SHEATHING OVER FLOOR JOIST. REFER TO STRUCTURAL DRAWINGS.
3. CONCRETE SLABS / FOOTINGS:
   SEE SLAB PENETRATION LAYOUT FOR DIMENSIONS. REFER TO STRUCTURAL DRAWINGS.
4. INSULATION:
   REFER TO ENV SHEET FOR TITLE 24 REQUIREMENTS BY OTHERS.
5. FIRE PROTECTION:
   ROOF TO GARAGE FIRE SEPARATION: GARAGE/HOUSE FIRE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC 3507, 509.4 AND TABLE 5-B ITEM (1-A).
   SEPARATION AT HORIZONTAL SURFACE: 2 2x8 TRUSSES AT 24" O.C. WITH RC CHANNEL PERPENDICULAR AT 16" O.C.
6. STAIRS, ALL LANDINGS:
   5/8" TYPE 'X' SUPPORTS AT 16" O.C. OR WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.

BENCHMARK HOMES
1375 CORDOVA ROAD STE. 370
ROSEVILLE, CA 95678
(916) 772-7471
FAX (916) 772-4006
www.bdcdesign.com

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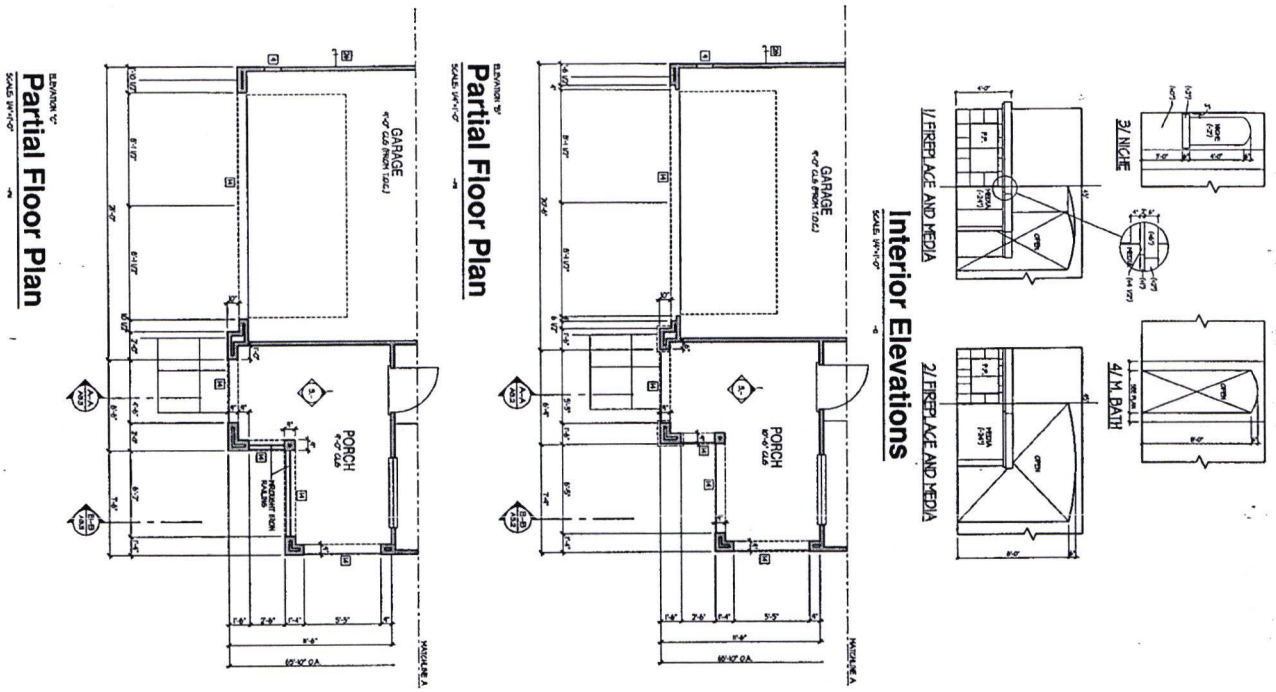
ANATOLIA VILLAGE 1
Rancho Cordova, California

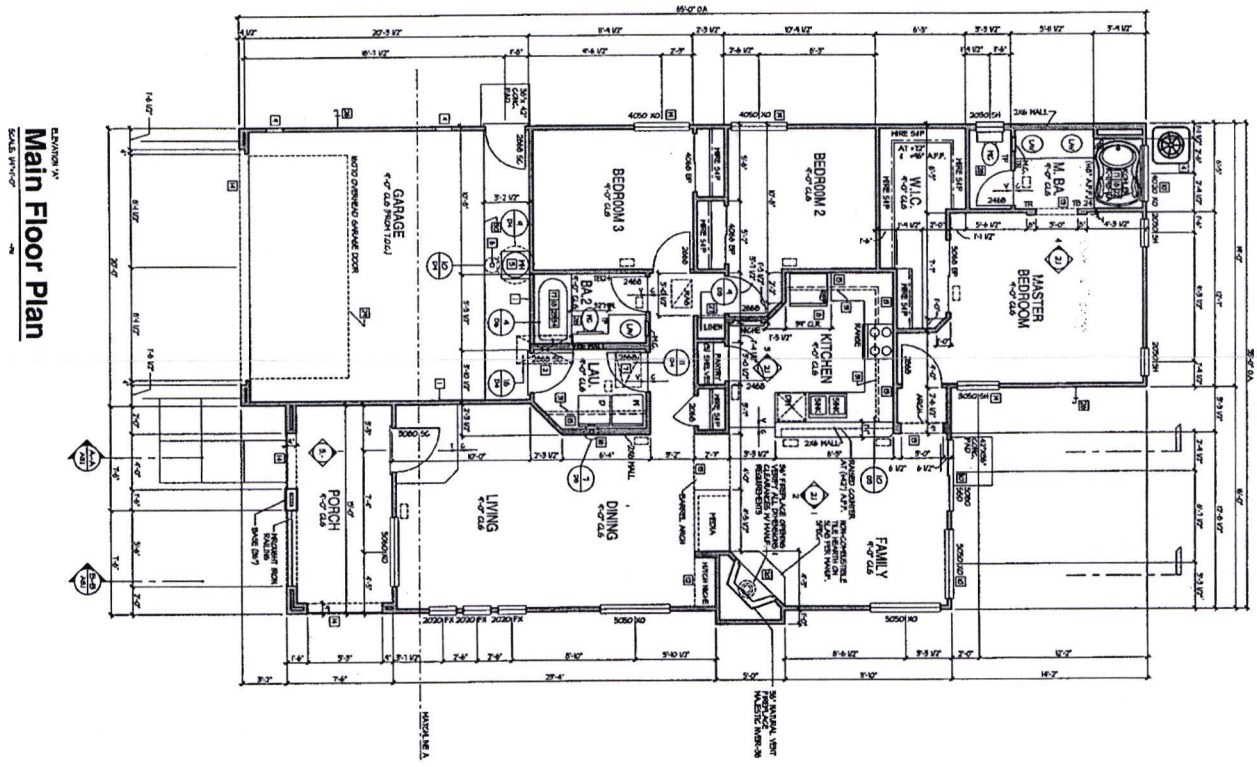
PLAN 134

SHEET TITLE: FRONT ELEVATION SIDE/REAR ELEVATIONS ROOF PLAN BUILDING SECTIONS

SHEET: 3.3

04-14-2004 PERMIT SET



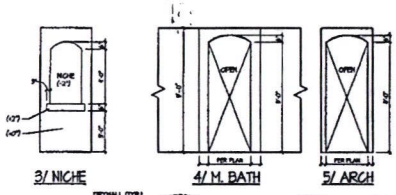


SQUARE FOOTAGES	
MAIN FLOOR	#VALUE!
UPPER FLOOR	0
GARAGE	0
COVERED PORCH	0
COVERED FRONT PORCH	0
TOTAL	#VALUE!

MAIN FLOOR NOTES

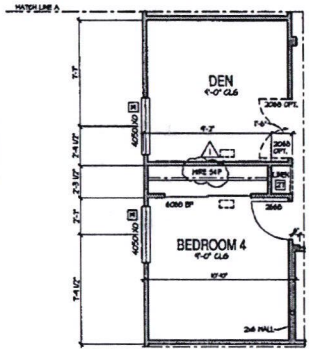
BRIDGEMORE DESIGN

A. REFER TO GENERAL NOTE SHEETS FOR PLAN
B. REFER TO SITE PLAN FOR CERTIFICATE OF
C. REFER TO STRUCTURAL DRAWINGS FOR
D. REFER TO ELEVATIONS FOR EXTERIOR
1. ATTIC ACCESS LOCATED IN HALL (SEE PLAN)
2. ATTIC ACCESS LOCATED IN GARAGE (SEE PLAN)
3. PROVIDE 1 HOUR RATED CORE DOOR OR
4. PROVIDE 1 HOUR RATED CORE DOOR IN
5. PROVIDE 1 HOUR RATED CORE DOOR IN
6. PROVIDE 1 HOUR RATED CORE DOOR IN
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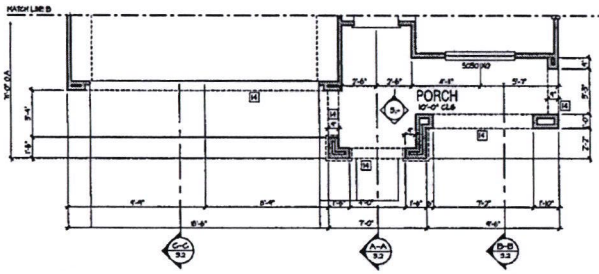
Interior Elevations

SCALE: 1/4"=1'-0"



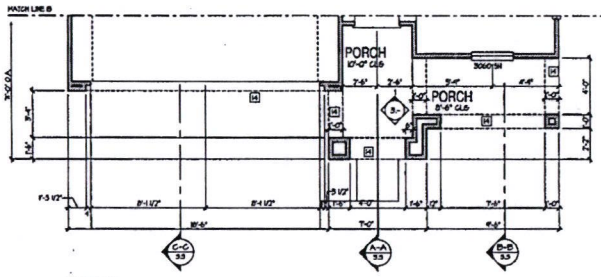
Partial Floor Plan

SCALE: 1/4"=1'-0"



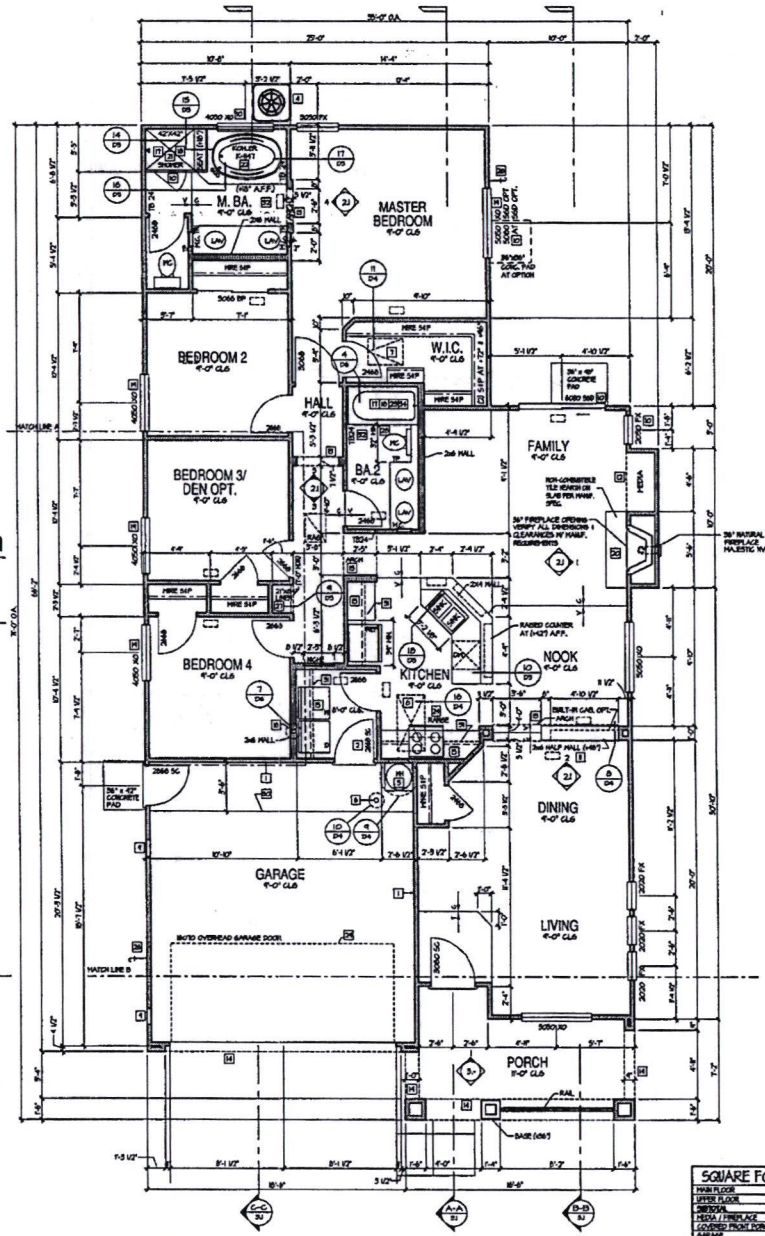
Partial Floor Plan

SCALE: 1/4"=1'-0"



Partial Floor Plan

SCALE: 1/4"=1'-0"



Main Floor Plan

SCALE: 1/4"=1'-0"

MAIN FLOOR NOTES

A. REFER TO GENERAL NOTE SHEETS FOR PLAN GENERAL NOTES.
B. REFER TO T&V SHEETS FOR CERTIFICATE OF COMPLIANCE AND INSULATION VALUES.
C. ALL DIAGONAL WALLS TO BE 45 DEGREES UNLESS NOTED OTHERWISE.
D. WINDOW HEADS HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS (PLAN NO.) (NOT MINIMUM HEADER HEIGHT WITH DOOR HEADERS.)

PLAN KEY NOTES:

1. HOUSE TO GARAGE FIRE SEPARATION:
GARAGE-HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC SEC.1 SCD.A AND TABLE 7-B ITEM 11-1B.
GARAGE-HOUSE SEPARATION AT HORIZONTAL SURFACE AT 26" O.C. SHALL BE PROTECTED WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC TABLE 7-C ITEM 2-4-L
2. HOUSE TO GARAGE DOOR SEPARATION, PROVIDE 1-3/8" SOLID CORE DOOR OR APPROVED 20 MINUTE RATED DOOR W/ SELF CLOSURE AND TIGHT FITTING.
3. BENEATH STAIRS AND LANDINGS, 5/8" TYPE 'X' SUPPORTS AT 16" O.C., ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.
4. AIR CONDENSER ON 30" x 30" VIBR PRECAST CONCRETE PAD, 3" MINIMUM ABOVE GRADE.
5. WATER HEATER ON 18" HIGH PLATFORM, SIZE PER BUILDER, SEE DETAIL 9/A0.5 AND GENERAL NOTES DIVISION 15.
6. BOLLARD, CONCRETE FILLED 3" STANDARD PIPE, LOCATE PER SLAB PERIMETER LAYOUT, SEE DETAIL 2/A0.5.
7. ATTIC ACCESS LARGE ENOUGH TO REMOVE LARGEST PIECE OF EQUIPMENT BUT NOT LESS THAN 30"x22", SEE DETAIL 5/ A0.5. FIRE RATED ACCESS AS NOTED.
8. PAN IN ATTIC ABOVE, PROVIDE UNOBSTRUCTED TRANSVERSE PATH IN LARGE ENOUGH TO REMOVE THE LARGEST PIECE OF EQUIPMENT, PROVIDE 30" PATH x 30" WIDE TRANSVERSE WITH 24" WIDE PLYWOOD FLOORING WITH 30"x30" PLATFORM AT SERVICE SIDE OF THE EQUIPMENT. MAX. 20'-0" FROM ACCESS POINT TO PAN.
VERIFY LOCATION W/ MECHANICAL DRAWINGS. INSTALL PER GENERAL NOTES DIVISION 7 & 15.
9. PROVIDE SCREENED LOUVERED LOW/ HIGH COMBUSTION AIR VENTS, MIN. AND LOCATION PER T&V 15 (IN GARAGE)
10. TEMPERED SAFETY GLASS, PER GENERAL NOTES 08800.
11. LOW WALL HEIGHT AS NOTED, W/ DOUBLE TOP PLATE, SEE DETAIL 3/A0.5. (2x6 FRAMING, 42" AFF U.N.O.)
12. FLAT SOFFIT AT 8'-0" U.N.O. FRAME DIMENSIONS ARE/AS.
13. INTERIOR ARCHES, FRAME DIMENSIONS TYPICAL. SOFT ARCH W/ 5" SPRING LINE FROM 8'-0" TO 9'-7" U.N.O.
14. EXTERIOR SOFFIT OR ARCH SEE EXTERIOR ELEVATIONS FOR DIMENSIONS
15. WALL MOUNTED CABINET ABOVE, 24" DEEP KITCHEN CABINETS ABOVE REFRIGERATOR.
16. DRYER, VENT DUCT SHALL BE OF SMOOTH METAL EXTENDING TO EXTERIOR WITH BACKDRAFT DAMPER PER UBC, AND MIN. MAXIMUM 14' LENGTH WITH (2) TWO 90 DEGREE ELBOWS UNLESS VENT CALLS ARE PROVIDED
17. BACKING AND TILE/SHOWER COMBINATION, PROVIDE A SMOOTH, HARD, NONABSORBENT SURFACE OVER MOISTURE RESISTANT BOARD TO A HEIGHT OF 72" MINIMUM ABOVE DRAIN INLET. SHOWER HEAD 48"-84", (TEMPERED GLASS ENCLOSURE)
18. PROVIDE BIOMETRIC CONTROL VALVES OF THE PRESSURE BALANCE OR THE THERMOSTATIC MIXING VALVE TYPE FOR SHOWER AND TUB/SHOWER COMBINATION.
19. EMERGENCY EGRESS: ONE SASH IN EA. SLEEPING AREA SHALL COMPLY WITH GOVERNING FIRE AND BUILDING CODES. EGRESS WINDOW SHALL HAVE A NET CLEAR OPENABLE AREA OF 5.7 SQUARE FEET. THE MINIMUM NET CLEAR OPENABLE HEIGHT DIMENSION SHALL BE 24 INCHES AND THE MINIMUM NET OPENABLE WIDTH DIMENSION SHALL BE 20 INCHES. EGRESS WINDOW SHALL HAVE A FINISHED SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.
20. PRE-FABRICATED METAL FIREPLACE, SEE SHEET A1 FOR ELEVATIONS AND FIREPLACE NOTES. INSTALL AND USE SHALL BE IN ACCORDANCE WITH THE MANUFACTURER REQUIREMENTS.
21. TILE SHOWER AND FLOOR, SHOWER HEAD +84", OBSCURE TEMPERED GLASS ENCLOSURE, ANODIZED ALUMINUM FRAME, (DOT HOPPED AS APPROVED BY DEVELOPER.
22. 60" x 60" ACRYLIC TUB, CERAMIC TILE APRON, SPLASH AND DECK.
23. 32" x 60" STEEL TUB, SHOWER OVER, TILE SURROUND SHOWER HEAD +84", (CERTAIN ROOMS AT +60") OBSCURE TEMPERED GLASS ENCLOSURE, ANODIZED ALUMINUM FRAME)
24. 30" SLIDE-IN RANGE BY ELECTRIC/RANGE W/ 30" HOOD, LIGHT, EXHAUST FAN OVER MICROWAVE ABOVE, VENT PER GENERAL NOTES 07600.
25. KITCHEN W/ HARDROCK, FIVE (5) 16" DEEP SHELVES.
26. EXTERIOR HOSE BIBB. PROVIDE WITH NON-REMOVABLE BACKFLOW PREVENTION DEVICES.
27. FACE FRAME LINE W/ 5 SHELVES 18" DEEP
28. WATER CLOSET TO BE MAXIMUM 1.6 GALLONS PER FLUSH.
29. LINE OF OVERHEAD GARAGE DOOR IN OPEN POSITION.
30. 4" LONG VEHICLE STOP GRID.
31. ABOVE CABINET SOFFIT AT +18 1/2" A.F.F. AND 15" DEEP.
32. TYPICAL BATH FIXTURE HEIGHTS:
TB- 24" TOWEL BAR AT +54" A.F.F.
TP- TOILET PAPER DISP. AT +24" A.F.F.
TR- TOWEL RING AT +54" A.F.F.
MC- MEDICINE CABINET AT +54" A.F.F.
33. DASHED LINE INDICATES OUTLINE OF UPPER FLOOR ABOVE. SOLID LINE INDICATES OUTLINE OF LOWER FLOOR BELOW.
34. 5 HALL ALCOVE 5/8" SHOWER UNITS TO BE FURRED OUT 1/2" AWAY FROM BACK WALL.

SQUARE FOOTAGES

MAIN FLOOR	1630
UPPER FLOOR	NA
SUBTOTAL	1630
MEDIA / FIREPLACE	20
COVERED FRONT PORCH	130
GARAGE	405
TOTAL	2229

1175-SQFT

BUILDING ADVANCE HOMES
2175 CRESCENT RIDGE DR., STE 300
ROSEVILLE, CA 95678
(916) 773-1471
FAX (916) 773-1446
www.bbdesign.com

Bloodgood Sharp Buster
Architecture and Planning, Inc.
1107 Investment Blvd, Suite 200
El Dorado Hills, CA 95762
Phone: 916-941-3990

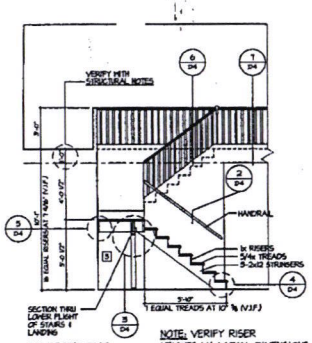
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ANATOLIA VILLAGE 1
Rancho Cordova, California

PLAN 132

SHEET TITLE: MAIN FLOOR PLAN, PARTIAL FLOOR PLANS, EXTERIOR ELEVATIONS
SHEET: 2.1

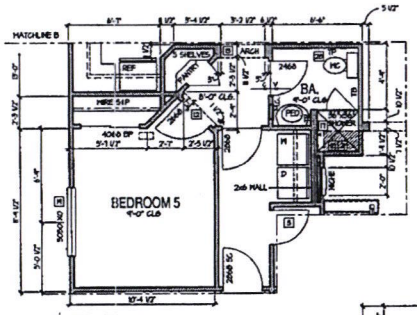
04-14-2004 PERMIT SET



NOTE: VERIFY RISER HEIGHTS W/ ACTUAL DIMENSIONS IN THE FIELD. NOTIFY ARCHITECT IMMEDIATELY OF DISCREPANCIES.

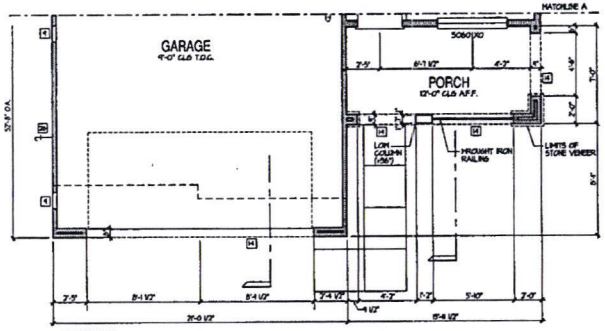
Stair Section

SCALE: 1/4"=1'-0"



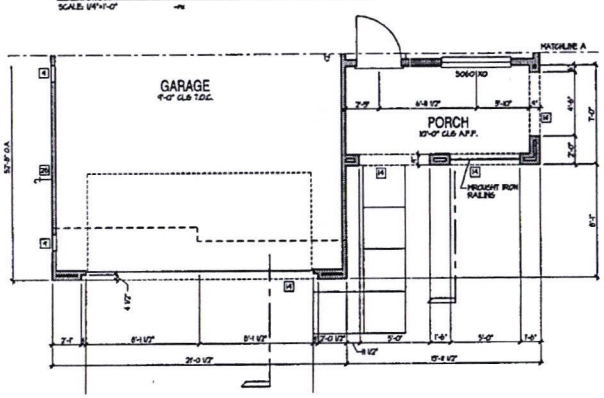
Partial Main Floor Plan

SCALE: 1/4"=1'-0"



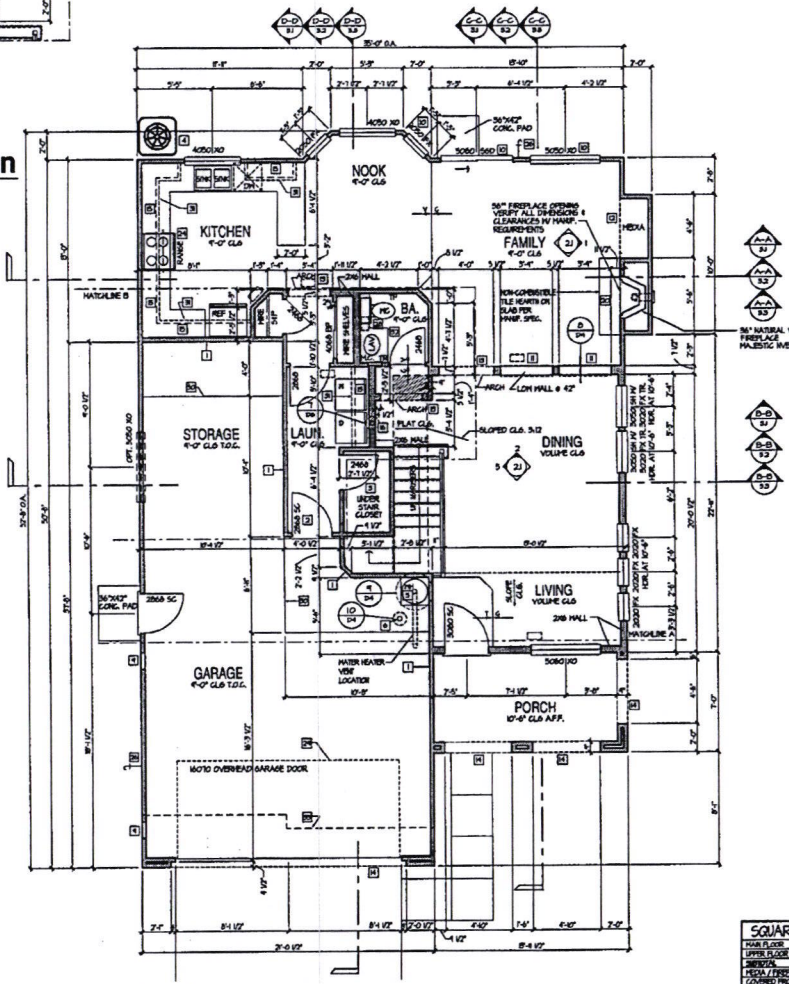
Partial Main Floor Plan

SCALE: 1/4"=1'-0"



Partial Main Floor Plan

SCALE: 1/4"=1'-0"



Main Floor Plan

SCALE: 1/4"=1'-0"

SQUARE FOOTAGES	
MAIN FLOOR	456
UPPER FLOOR	100
SUBTOTAL	2766
MEDIA / FIREPLACE	20
COVERED FRONT PORCH	46
GARAGE	515
TOTAL	2649
BEDROOM 5 OPTION	146

-SQFT

MAIN FLOOR NOTES

REFLOOR SPECIFIC

A. REFER TO GENERAL NOTE SHEETS FOR PLAN GENERAL NOTES.
B. REFER TO T24 SHEETS FOR CERTIFICATE OF COMPLIANCE AND INSULATION VALUES.
C. ALL DIAGONAL WALLS TO BE 45 DEGREES UNLESS NOTED OTHERWISE.
D. WINDOW HEAD HEIGHTS.
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS (FLUSH ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

FLOOR KEY NOTES

1. HOUSE TO GARAGE FIRE SEPARATION. GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC SECT. 302.6 AND TABLE 7-B ITEM 11-B.

   GARAGE/HOUSE SEPARATION AT HORIZONTAL SURFACES AT 24" O.C. SHALL BE PROTECTED WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC TABLE 7-C ITEM 21-L.
2. HOUSE TO GARAGE DOOR SEPARATION. PROVIDE 1-3/8" SOLID CORE DOOR OR APPROVED 20 MINUTE RATED DOOR W/ SELF CLOSURE AND TIGHT FITTING.
3. BENEATH STAIRS AND LANDINGS. 5/8" TYPE 'X' GYPSUM BOARD AT 16" O.C. ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.
4. A/C CONDENSER ON 30" x 30" MIN PRECAST CONCRETE PAD, 3" MINIMUM ABOVE GRADE.
5. WATER HEATER ON 18" MIN PLATFORM, SIZE PER BUILDER, SEE DETAIL 9/A03 AND GENERAL NOTES DIVISION 15.
6. BOLLARD: CONCRETE FILLED 3" STANDARD PIPE LOCATE PER BLDG PERIMETER LAYOUT. SEE DETAIL 20/A03.
7. ATTIC ACCESS LARGE ENOUGH TO REMOVE LARGEST PIECE OF EQUIPMENT BUT NOT LESS THAN 20"x22", SEE DETAIL 3/ A04. FIRE RATED ACCESS AS NOTED.
8. FAR IN ATTIC ABOVE, PROVIDE UNOBSTRUCTED PASSAGEWAY WHICH IS LARGE ENOUGH TO REMOVE THE LARGEST PIECE OF EQUIPMENT, PROVIDE 30" MIN x 30" HIGH PASSAGEWAY WITH 24" WIDE FLITCHED FLOORING WITH 30"x60" PLATFORM AT SERVICE SIDE OF THE EQUIPMENT, MAX. 20'-0" FROM ACCESS POINT TO FAU.
   VERIFY LOCATION W/ MECHANICAL DRAWINGS, INSTALL PER GENERAL NOTES DIVISION 7 + 15.
9. PROVIDE SCREENED LOUVERED LOW COMBUSTION AIR VENTS, (HIGH AND LOW MIN1 PAI 15 IN GARAGE)
10. TEMPERED SAFETY GLASS, PER GENERAL NOTES 08800.
11. LOW WALL HEIGHT AS NOTED, W/ DOUBLE TOP PLATE. SEE DETAIL 5/A03 (See Framing, 1/4" APP Elev.)
12. FLAT SOFFIT AT 8'-0" U.N.O. FRAME DIMENSIONS AROUND.
13. INTERIOR ARCHES. FRAME DIMENSIONS TYPICAL. SOFT ARCH W 6" SPRING LINE FROM 8'-0" TO 8'-1" U.N.O.
14. EXTERIOR SOFFIT OR ARCH SEE EXTERIOR ELEVATIONS FOR DIMENSIONS
15. WALL MOUNTED CABINET ABOVE. 24" DEEP UPPER CABINETS ABOVE REFRIGERATOR.
16. DRYER, VENT DUCT SHALL BE OF SMOOTH METAL EXTENDING TO EXTERIOR WITH BACKDRAFT DAMPER PER UBC AND UMC. MAXIMUM 14' LENGTH WITH (2) TWO 45 DEGREE ELBOWS UNLESS VENT GAUGE ARE PROVIDED
17. SHOWERS AND TUB/SHOWER COMBINATION. PROVIDE A SMOOTH, HARD, NONABSORBENT SURFACE OVER WEB BOARD, TO A HEIGHT OF 36" MINIMUM ABOVE DRAIN INLET. SHOWER HEAD 48"-84", TEMPERED GLASS ENCLOSURE
18. PROVIDE INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE OR THE THERMOSTATIC MIXING VALVE TYPE FOR SHOWER, AND TUB/SHOWER COMBINATION.
19. EMERGENCY EGRESS. ONE SASH IN EA. SLEEPING AREA SHALL COMPLY WITH GOVERNING FIRE AND BUILDING CODES. EGRESS WINDOW SHALL HAVE A NET CLEAR OPENABLE AREA OF 5.7 SQUARE FEET. THE MINIMUM NET CLEAR OPENABLE HEIGHT DIMENSION SHALL BE 24 INCHES AND THE MINIMUM NET OPENABLE WIDTH DIMENSION SHALL BE 20 INCHES. BASEMENT WINDOW SHALL HAVE A FINISHED SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.
20. PRE-FABRICATED METAL FIREPLACE, SEE SHEET 4.1 FOR ELEVATIONS AND FIREPLACE NOTES. INSTALL AND SIZE SHALL BE IN ACCORDANCE WITH THE MANUFACTURER REQUIREMENTS.
21. TILE SHOWER AND FLOOR, SHOWER HEAD +84", CRESCENT TEMPERED GLASS ENCLOSURE, ANODIZED ALUMINUM FRAME, NOT PERMITTED AS APPROVED BY DEVELOPER.
22. 60" x 60" ACRYLIC TUB, CERAMIC TILE APRON, SPLASH AND DECK.
23. 32" x 60" STEEL TUB, SHOWER OVER, TILE SURROUND SHOWER HEAD +84", EURIAMI ROAD AT +60" (DESIGNER) TEMPERED GLASS ENCLOSURE, ANODIZED ALUMINUM FRAME
24. 30" SLIDE-IN (RANG ELECTRIC) RANGE W/ 30" HOOD, LIGHT, EXHAUST FAN (AND MICROWAVE ABOVE, VENT PER GENERAL NOTES 07600.
25. LINEN IN HANDRAILS, FIVE (5) 9" DEEP SHELVES.
26. EXTERIOR HOSE BIBB, PROVIDE WITH NON-REMOVABLE BACKFLOW PREVENTION DEVICES.
27. FACE FRAME LINE W/ 5 SHELVES 16" DEEP
28. WATER CLOSET TO BE MAXIMUM 1.6 GALLONS PER FLUSH.
29. LINE OF OVERHEAD GARAGE DOOR IN OPEN POSITION.
30. 4" TALL VEHICLE STOP CURB.
31. ABOVE CABINET SOFFIT AT +96 1/2" A.F.F. AND 12" DEEP.
32. TYPICAL BATH MOUNTING HEIGHTS. TB, 24" TOWEL BAR AT 48" A.F.F., TP, TOILET PAPER DISP. AT +26" A.F.F., TR, TOWEL RING AT +84" A.F.F., MC, +70.04" MEDICINE CABINET AT +54" A.F.F.
33. DASHED LINE INDICATES OUTLINE OF UPPER FLOOR ABOVE, SOLID LINE INDICATES OUTLINE OF LOWER FLOOR BELOW.
34. 5 WALL ALCOVE TUB/ SHOWER UNITS TO BE FURRED OUT 1/2" AWAY FROM BACK WALL.

BENAMGANCE HOMES
1401 CLEVELAND KNOLL DR., STE 100
ROCKLIN, CA. 95670
(916) 773-7471
FAX (916) 773-4996

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Office Locations:
1107 Investment Blvd, Suite 200, El Dorado Hills, CA 95762
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ANATOLIA VILLAGE 1
Rancho Cordova, California

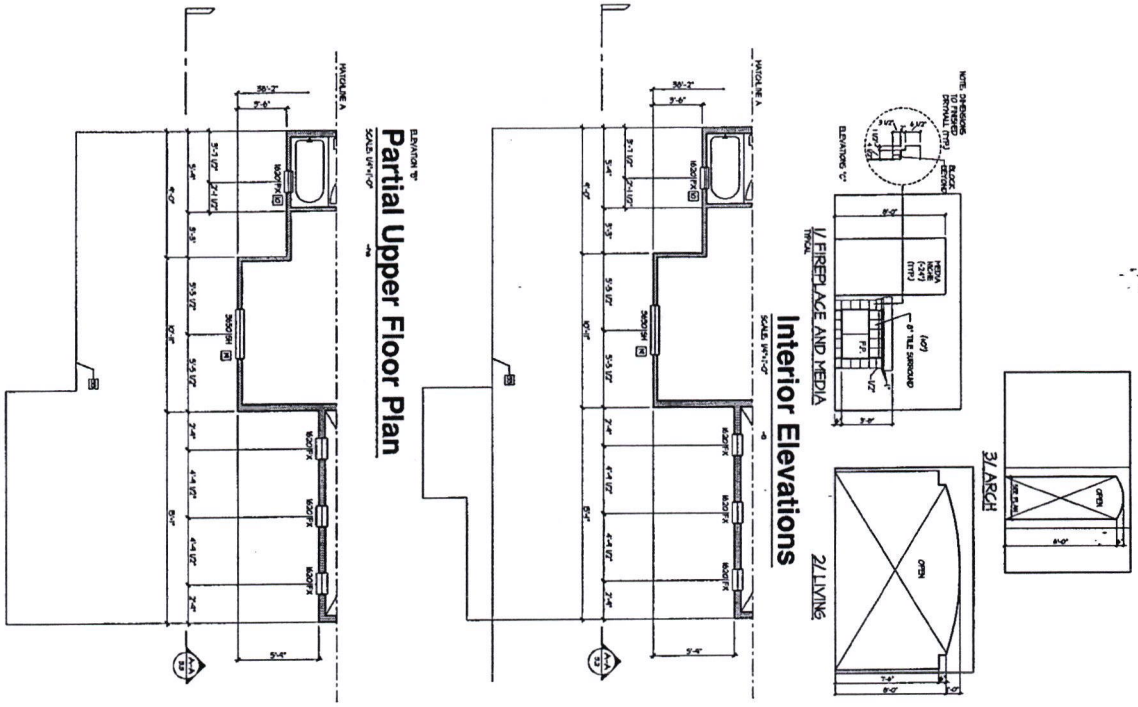
JOB NO. PLAN NO. SCALE DRAWN BY CHECKED BY

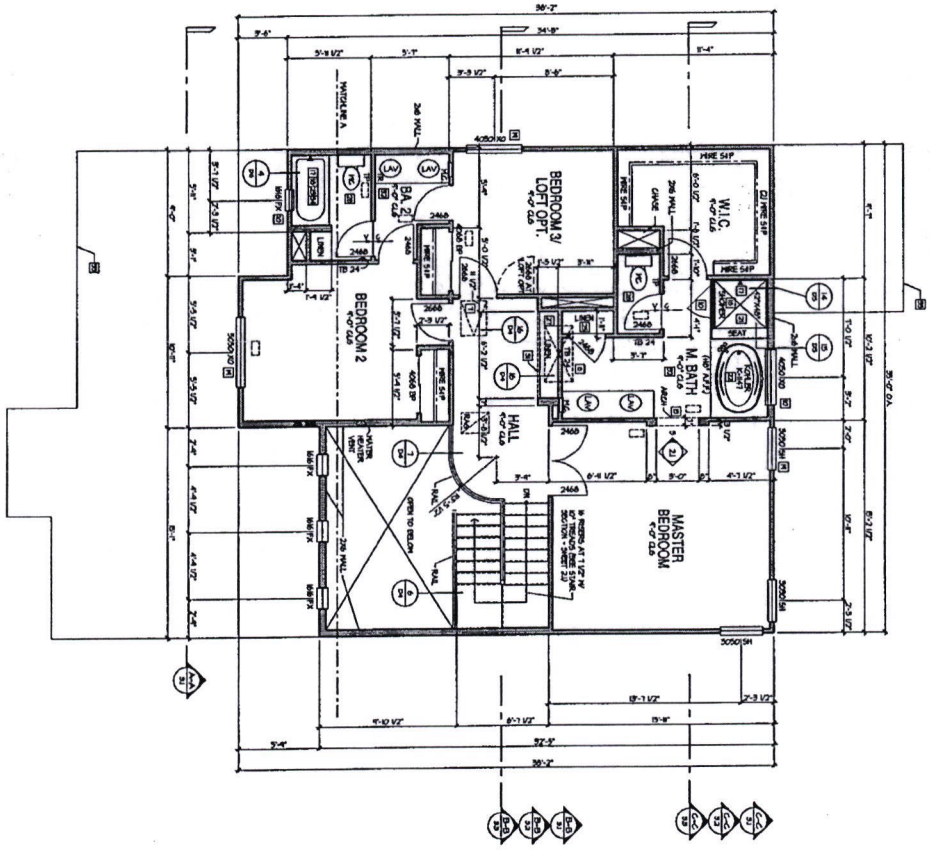
PLAN 133

SHEET TITLE: MAIN FLOOR PLAN, PARTIAL FLOOR PLANS, INTERIOR ELEVATIONS, STAIR SECTION

SHEET 2.1

04-14-2004 PERMIT SET





SQUARE FOOTAGES	

MAIN FLOOR NOTES

ANATOLIA VILLAGE 1

Rancho Cordova, California

PLAN 134

2.2

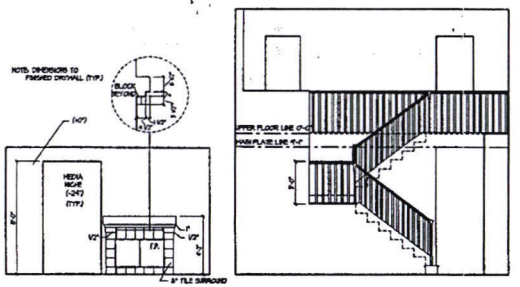
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Architecture and Planning, Inc.
1107 Investment Blvd, Suite 200
El Dorado Hills, CA 95762
Phone 916-941-0900

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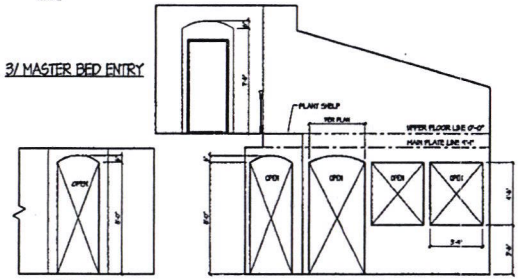
RENAISSANCE HOMES
1975 CREEKSIDE RIDGE DR., STE 100
ROSEVILLE, CA 95678
(916) 773-7471
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04-14-2004 **PERMIT SET**



1/ FIREPLACE AND MEDIA
TYPICAL

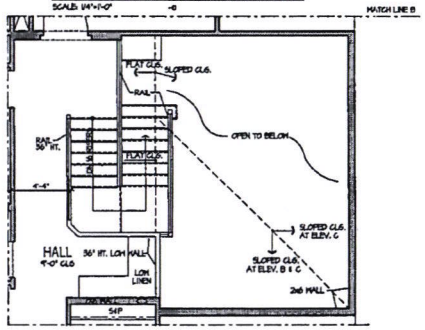
5/ STAIR



4/ M. BATH

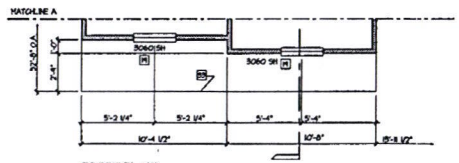
2/ FAMILY

Interior Elevations



ELEVATION 'C' CEILING LAYOUT

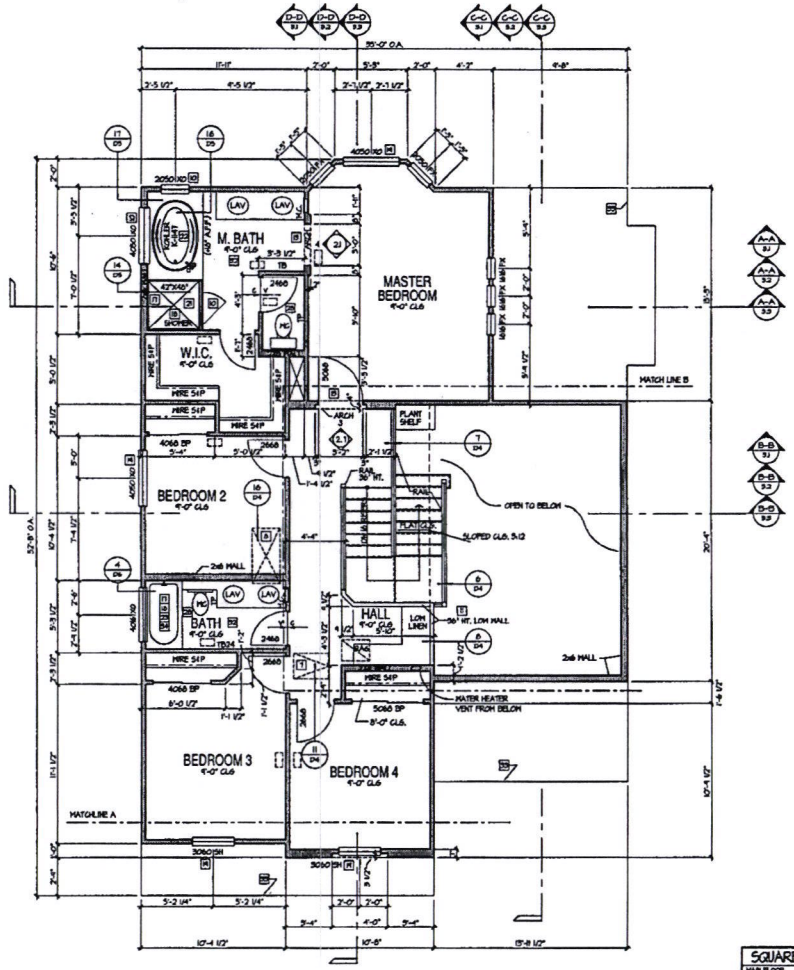
Partial Upper Floor Plan



ELEVATION 'B' & 'C'

Upper Floor Plan

SCALE: 1/4"=1'-0"



ELEVATION 'A'

Upper Floor Plan

SCALE: 1/4"=1'-0"

SQUARE FOOTAGES	
MAIN FLOOR	1541
UPPER FLOOR	1012
PORTICO	156
MEDIA / FIREPLACE	20
COVERED FRONT PORCH	90
GARAGE	648
TOTAL	3467
BEDROOM 5 OPTION	146

SQFT

MAIN FLOOR NOTES

INSTRUCTIONS: SEE SHEET A0

A. REFER TO GENERAL NOTE SHEETS FOR PLAN GENERAL NOTES.
B. REFER TO "EV" SHEETS FOR CERTIFICATE OF COMPLIANCE AND INSULATION VALUES.
C. ALL DIAGONAL WALLS TO BE 45 DEGREES UNLESS NOTED OTHERWISE.
D. WINDOW HEADER HEIGHTS:
-1ST FLOOR = 8'-0" MAX. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" MAX. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

PLAN KEY NOTES:

1. NOISE TO GARAGE FIRE SEPARATION. GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC SECT. 302.6 AND TABLE 7-B ITEM 17-B.

GARAGE/HOUSE SEPARATION AT HORIZONTAL SURFACE AT 24" O.C. SHALL BE PROTECTED WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC TABLE 7-C ITEM 2-LL

2. NOISE TO GARAGE DOOR SEPARATION. PROVIDE 1-3/8" SOLID CORE DOOR OR APPROVED 20 MINUTE RATED DOOR W/ SELF CLOSURE AND TIGHT FITTING.
3. BENEATH STAIRS AND LANDINGS. 5/8" TYPE 'X' GYPSUMBOARD AT 16" O.C. ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.
4. A/C CONDENSER ON 30" x 30" MIN PRECAST CONCRETE PAD, 3" MINIMUM ABOVE GRADE.
5. WATER HEATER ON 6" HIGH PLATFORM. SIZE PER BUILDER, SEE DETAIL 1/A0.3 AND GENERAL NOTES DIVISION 15.
6. BOLLARD- CONCRETE FILLED 3" STEEL PIPE, LOCATE PER SLAB FORMWORK LAYOUT, SEE DETAIL 2/A0.3.
7. ATTIC ACCESS LARGE ENOUGH TO REMOVE LARGEST PIECE OF EQUIPMENT BUT NOT LESS THAN 20"x30". SEE DETAIL 3/ A0.3. FIRE RATED ACCESS AS NOTED.
8. FAN IN ATTIC ABOVE. PROVIDE UNOBSTRUCTED PASSAGEWAY MIN 6' LARGE ENOUGH TO REMOVE THE LARGEST PIECE OF EQUIPMENT. PROVIDE 30" WIDE x 30" HIGH PASSAGEWAY WITH 24" WIDE PLYWOOD FLOORING WITH 30"x60" PLATFORM AT SERVICE SIDE OF THE EQUIPMENT, MAX. 20'-0" FROM ACCESS POINT TO FAN. VERIFY LOCATION W/ MECHANICAL DRAWINGS. INSTALL PER GENERAL NOTES DIVISION 7 & 15.
9. PROVIDE SCREENED LOUVERED LOW COMBUSTION AIR VENTS, 86sq. inch MIN. AND LOW MIN. FAN IS IN GARAGE.
10. TEMPERED SAFETY GLASS, PER GENERAL NOTES 08800.
11. LOW WALL, HEIGHT AS NOTED, W/ DOUBLE TOP PLATE. SEE DETAIL 3/A0.3 (See Framing, +42" AFF U.N.O.)
12. FLAT SOFFIT AT 8'-0" MAX. FRAME DIMENSIONS AREAS.
13. INTERIOR ARCHES. FRAME DIMENSIONS TYPICAL: 30.0" ARCH W/ 6" SPRING LINE FROM 8'-0" TO 8'-6" RAD.
14. EXTERIOR SOFFIT OR ARCH SEE EXTERIOR ELEVATIONS FOR DIMENSIONS
15. WALL MOUNTED CABINET ABOVE. 24" DEEP UPPER CABINETS ABOVE REFRIGERATOR.
16. DRYER. VENT DUCT SHALL BE OF SMOOTH METAL EXTENDING TO EXTERIOR WITH BACKDRAFT DAMPER PER UBC AND UMC. MAXIMUM 14' LONG IN WITH (2) TWO 90 DEGREE ELBOWS UNLESS VENT CALCS ARE PROVIDED
17. SHOWERS AND TUB/SHOWER COMBINATIONS. PROVIDE A SMOOTH, HARD, NON-ABSORBENT SURFACE OVER, OVER BOARD, TO A HEIGHT OF 72" MINIMUM ABOVE DRAIN INLET. SHOWER HEAD AT 6'-6". (TEMPERED GLASS ENCLOSURE)
18. PROVIDE INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE OR THE THERMOSTATIC MIXING VALVE TYPE FOR SHOWER AND TUB/SHOWER COMBINATION.
19. EMERGENCY EGRESS. ONE SASH IN EA. SLEEPING AREA SHALL COMPLY WITH GOVERNING FIRE AND BUILDING CODES. EGRESS WINDOW SHALL HAVE A NET CLEAR OPENABLE AREA OF 5.1 SQUARE FEET. THE MINIMUM NET CLEAR OPENABLE HEIGHT DIMENSION SHALL BE 24 INCHES AND THE MINIMUM NET OPENABLE WIDTH DIMENSION SHALL BE 20 INCHES. EGRESS WINDOWS SHALL HAVE A FINISHED SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.
20. PRE-FABRICATED METAL FIREPLACE, SEE SHEET 4.1 FOR ELEVATIONS AND FIREPLACE NOTES. INSTALL AND USE SHALL BE IN ACCORDANCE WITH THE MANUFACTURER REQUIREMENTS.
21. TILE SHOWER AND FLOOR, SHOWER HEAD +84". OBSCURE TEMPERED GLASS ENCLOSURE, ANODIZED ALUMINUM FRAME. NOT HOSTED AS APPROVED BY DEVELOPER.
22. 60" x 60" ACRYLIC TUB, CERAMIC TILE APRON, SPLASH AND DECK.
23. 32" x 60" STEEL TUB, SHOWER OVER, TILE SURROUND SHOWER HEAD +84", CURTAIN ROAD AT +80" (OBSCURED TEMPERED GLASS ENCLOSURE, ANODIZED ALUMINUM FRAME)
24. 30" SLIDE-IN (GAS) (ELECTRIC) RANGE W/ 30" HOOD, LIGHT, EXHAUST FAN (AND MICROWAVE) ABOVE. VENT PER GENERAL NOTES 07900.
25. LINEN IN HANDRAIL, FIVE (5) 16" DEEP SHELVES.
26. EXTERIOR HOSE BIBB. PROVIDE WITH NON-REMOVABLE BACKFLOW PREVENTION DEVICE.
27. FACE FRAME LINE W/ 5 SHELVES 16" DEEP
28. WATER CLOSET TO BE MAXIMUM 1.6 GALLONS PER FLUSH.
29. LINE OF OVERHEAD GARAGE DOOR IN OPEN POSITION.
30. 4" TALL VINYLE STOP CURB.
31. ABOVE CABINET SOFFIT AT +8 1/2" A.F.F. AND 25" DEEP.
32. TYPICAL BATH HEIGHTS (HEIGHTS):
TB, 24" TOWEL BAR AT +54" A.F.F.
TP, TOILET PAPER DISP. AT +24" A.F.F.
TR, TOWEL RING AT +54" A.F.F.
MC, MEDICINE CABINET AT +54" A.F.F.
33. DASHED LINE INDICATES OUTLINE OF UPPER FLOOR ABOVE. SOLID LINE INDICATES OUTLINE OF LOWER FLOOR BELOW.
34. 3 WALL ALCOVE TUB/ SHOWER UNITS TO BE FURRED OUT 10" AWAY FROM BACK WALL.

BERNARDO RANCH HOMES
11111 CARMEL RIDGE DR., STE 100
ROCKVILLE, CA. 95678
(916) 773-7171
FAX (916) 773-1666
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ANATOLIA VILLAGE 1

Rancho Cordova, California

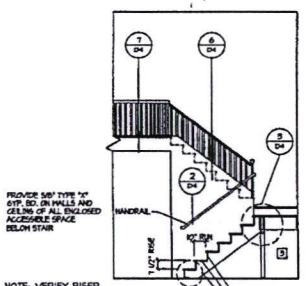
Architecture and Planning, Ltd.
1107 Investment Blvd, Suite 200
El Dorado Hills, CA 95762
Phone: 916-941-0999

JOB NO.	3268.09
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DRAWN BY	SYS
CHECKED BY	SYS

PLAN 133

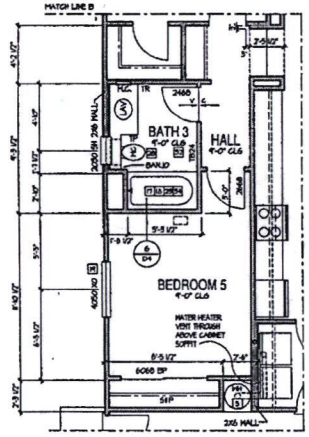
SHEET TITLE	SHEET
UPPER FLOOR PLAN PARTIAL FLOOR PLANS STAIR SECTION	2.2

04-14-2004 PERMIT SET



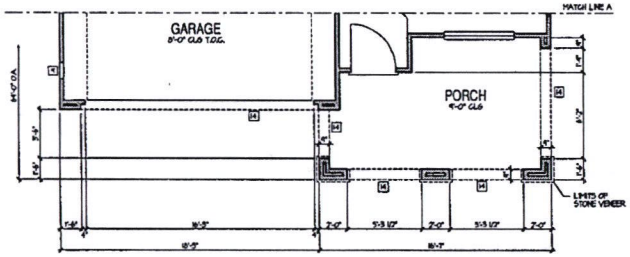
Stair Section

SCALE: 1/4"=1'-0"



Partial Main Floor Plan

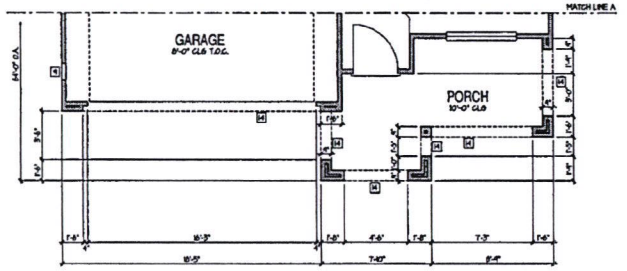
SCALE: 1/4"=1'-0"



ELEVATION 'B'

Partial Main Floor Plan

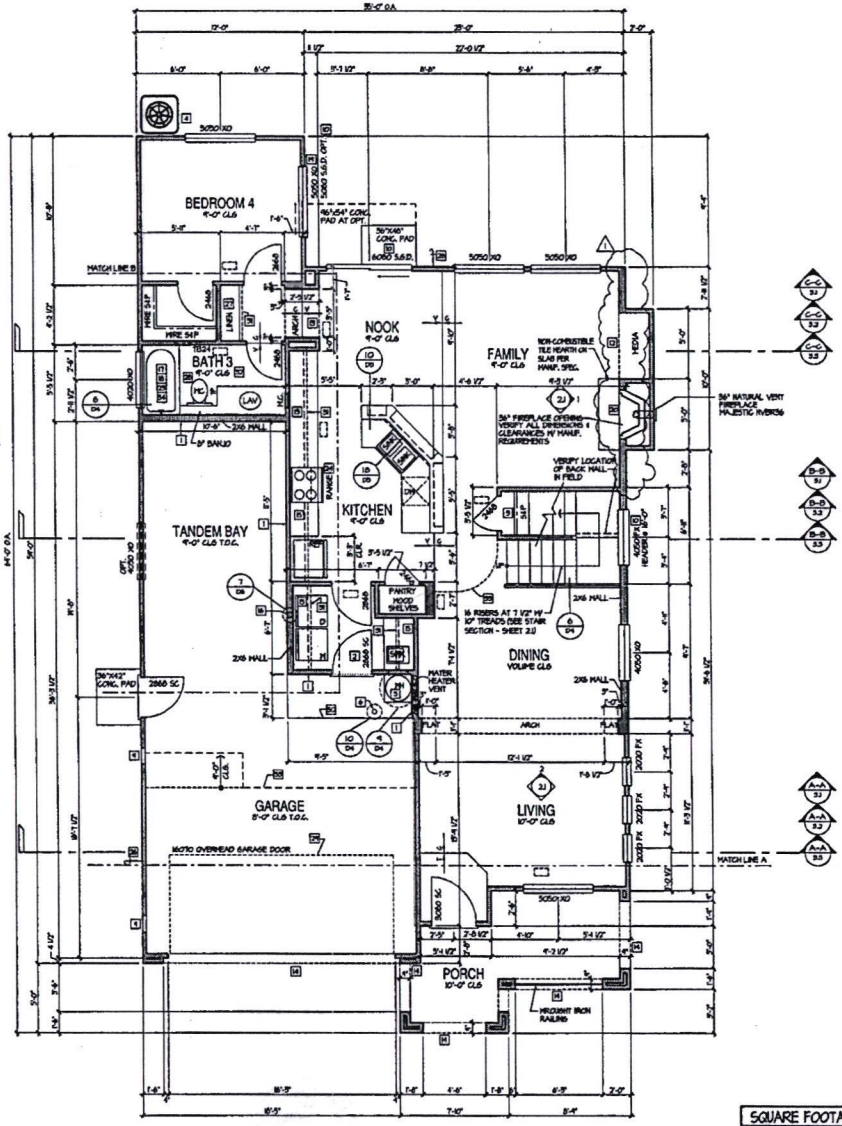
SCALE: 1/4"=1'-0"



ELEVATION 'C'

Partial Main Floor Plan

SCALE: 1/4"=1'-0"



ELEVATION 'A'

Main Floor Plan

SCALE: 1/4"=1'-0"

MAIN FLOOR NOTES

A. REFER TO GENERAL NOTE SHEETS FOR PLAN GENERAL NOTES.
B. REFER TO T24 SHEETS FOR CERTIFICATE OF COMPLIANCE AND INSULATION VALUES.
C. ALL DIAGONAL WALLS TO BE 45 DEGREES UNLESS NOTED OTHERWISE.
D. WINDOW "HEAD" HEIGHTS:
-1ST FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-2ND FLOOR = 8'-0" U.N.O. ON EXT. ELEVATIONS
-DOOR HEIGHTS AS NOTED ON PLANS (ALIGN ADJACENT WINDOW HEADER HEIGHT WITH DOOR HEADERS.)

PLAN KEY NOTES:

1. HOUSE TO GARAGE FIRE SEPARATION. GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (I) LAYER 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC SEC. 302.6 AND TABLE 7-B ITEM 17-B.

   GARAGE/HOUSE SEPARATION AT HORIZONTAL SURFACE AT 24" O.C. SHALL BE PROTECTED WITH TWO (2) LAYERS 5/8" TYPE 'X' GYPSUM BOARD PER UBC/CBC TABLE 7-B ITEM 21-A1.

2. HOUSE TO GARAGE DOOR SEPARATION. PROVIDE 1-3/8" SOLID CORE DOOR OR APPROVED 20 MINUTE RATED DOOR W/ SELF CLOSURE AND TIGHT FITTING.
3. BENEATH STAIRS AND LANDING. 5/8" TYPE 'X', SUPPORTS AT 16" O.C., ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS.
4. A/C CONDENSER ON 30" x 30" MIN PRECAST CONCRETE PAD, 3" MINIMUM ABOVE GRADE.
5. WATER HEATER ON 18" MIN PLATFORM. SEE PIPE BUILDER, SEE DETAIL 9/AD.3 AND GENERAL NOTES DIVISION 15.
6. BOLLARD. CONCRETE FILLED 3" STANDARD PIPE, LOCATE PER FLOOR PLAN FOR LAYOUT, SEE DETAIL 2/AD.5.
7. ATTIC ACCESS LARGE ENOUGH TO REMOVE LARGEST PIECE OF EQUIPMENT BUT LESS THAN 30"x22", SEE DETAIL 3/ AD.5. FIRE RATED ACCESS AS NOTED.
8. FAU IN ATTIC ABOVE. PROVIDE UNOBSTRUCTED PASSAGEWAY HIGH IS LARGE ENOUGH TO REMOVE THE LARGEST PIECE OF EQUIPMENT. PROVIDE 30" HIGH x 30" WIDE PASSAGEWAY WITH 24" WIDE PLYWOOD FLOORING WITH 30"x30" PLATFORM AT SERVICE SIDE OF THE EQUIPMENT. MAX. 20'-0" FROM ACCESS POINT TO FAU.
   VERIFY LOCATION W/ MECHANICAL DRAWINGS. INSTALL PER GENERAL NOTES DIVISION 7 & 15.
9. PROVIDE SCREENED LOUVERED 1/2H COMBUSTION AIR VENTS, 9INH AND 12W MIN FAU IS IN ENCLOSET.
10. TEMPERED SAFETY GLASS, PER GENERAL NOTES 08800.
11. LOW WALL, 48"AFF AS NOTED. W/ DOUBLE TOP PLATE. SEE DETAIL 3/AD.5 (See Frames, +42" AFF U.N.O.)
12. FLAT SOFFIT AT 8'-0" U.N.O. FRAME DIMENSIONS AREAS.
13. INTERIOR ARCHES. FRAME DIMENSIONS TYPICAL - SOFT ARCH 9'-0" STRAIGHT LINE FROM 0'-0" TO 9'-1", U.N.O.
14. EXTERIOR SOFFIT OR ARCH SEE EXTERIOR ELEVATIONS FOR DIMENSIONS
15. WALL MOUNTED CABINET ABOVE. 24" DEEP (OVER CABINETS ABOVE REFRIGERATOR.
16. DRYER. VENT DUCT SHALL BE OF SMOOTH METAL EXTENDING TO EXTERIOR WITH BACKDRAFT DAMPER PER UBC AND MIC. MINIMUM 14" LENGTH WITH 22 GAUGE TO DOUBLE ELBOWS MAXIMUM. VENT CAPS ARE PROVIDED
17. SHOWERS AND TUB/SHOWER COMBINATIONS. PROVIDE A SMOOTH, HARD, NONABSORBENT SURFACE OVER NOT LESS THAN 6'-0" ABOVE TO A HEIGHT OF "B" MINIMUM ABOVE DRAIN INLET. SHOWER HEAD 48"-72". TEMPERED GLASS ENCLOSURE)
18. PROVIDE BIDIRECTIONAL CONTROL VALVES OF THE PRESSURE BALANCE OR THE THERMOSTATIC MIXING VALVE TYPE FOR SHOWER AND TUB/SHOWER COMBINATION.
19. EMERGENCY EGRESS. ONE EACH IN EA. SLEEPING AREA SHALL COMPLY WITH ADVISING FIRE AND BUILDING CODES. EGRESS WINDOW SHALL HAVE A NET CLEAR OPENABLE AREA OF 5.1 SQUARE FEET. THE MINIMUM NET CLEAR OPENABLE HEIGHT DIMENSION SHALL BE 24 INCHES AND THE MINIMUM NET OPENABLE WIDTH DIMENSION SHALL BE 20 INCHES. EGRESS WINDOWS SHALL HAVE A FINISHED SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.
20. PRE-FABRICATED METAL FIREPLACE. SEE SHEET 4.1 FOR ELEVATIONS AND FIREPLACE NOTES. INSTALL AND VENT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER REQUIREMENTS.
21. TILE SHOWER AND FLOOR, SHOWER HEAD +84". CERAMIC TEMPERED GLASS ENCLOSURE, ANODIZED ALUMINUM FRAME. NOT INSPIRED AS APPROVED BY DEVELOPER.
22. 42" x 60" ACRYLIC TUB, CERAMIC TILE APRON, SPLASH AND DECK.
23. 32" x 60" STEEL TUB, SHOWER OVER, TILE SURROUND SHOWER HEAD +84", CURTAIN ROAD AT +80" (CBC/UBC) TEMPERED GLASS ENCLOSURE, ANODIZED ALUMINUM FRAMED
24. 30" SLIDE-IN (GAS/ ELECTRIC) RANGE W/ 30" HOOD, LIGHT, EXHAUST FAN (AND MICROWAVE) ABOVE. VENT PER GENERAL NOTES 07900.
25. LINEN IN HALLWAY, FIVE (5) 16" DEEP SHELVES.
26. EXTERIOR HOSE BIBS. PROVIDE WITH NON-REMOVABLE BACKFLOW PREVENTION DEVICES.
27. FACE FRAME LINE W/ 5 SHELVES 16" DEEP
28. WATER CLOSET TO BE MAXIMUM 1.6 GALLONS PER FLUSH.
29. LINE OF OVERHEAD GARAGE DOOR IN OPEN POSITION.
30. 6" TALL VEHICLE STOP CURB.
31. ABOVE CABINET SOFFIT AT +96 1/2" A.F.F. AND 10" DEEP.
32. TYPICAL WALL MOUNTING HEIGHTS:
    TB: 24" TOWEL BAR AT +54" A.F.F.
    TP: TOILET PAPER DISP. AT +24" A.F.F.
    TR: TOWEL RING AT +54" A.F.F.
    MC: 14"x24" MEDICINE CABINET AT +54" A.F.F.
33. DASHED LINE INDICATES OUTLINE OF UPPER FLOOR ABOVE, SOLID LINE INDICATES OUTLINE OF LOWER FLOOR BELOW.
34. 5 WALL ALCOVE TUB/ SHOWER UNITS TO BE FURRED OUT 1/2" AWAY FROM BACK WALL.

SQUARE FOOTAGES

MAIN FLOOR	1912
UPPER FLOOR	1008
SUBTOTAL	2920
GARAGE	540
TOTAL	2760
BEDROOM 5 OPTION	191
OPTION #2	-
OPTION #3	-
GARAGE EXPTION AT BED 5	404

4/07

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ROSEVILLE, CA. 95678
(916) 772-7671
FAX (916) 772-4666

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ANATOLIA VILLAGE 1

Rancho Cordova, California

PLAN 134

SHEET TITLE: MAIN FLOOR PLAN / PARTIAL FLOOR PLANS

SHEET: 2.1

04-14-2004 PERMIT SET

TYPICAL PRODUCTION LANDSCAPE

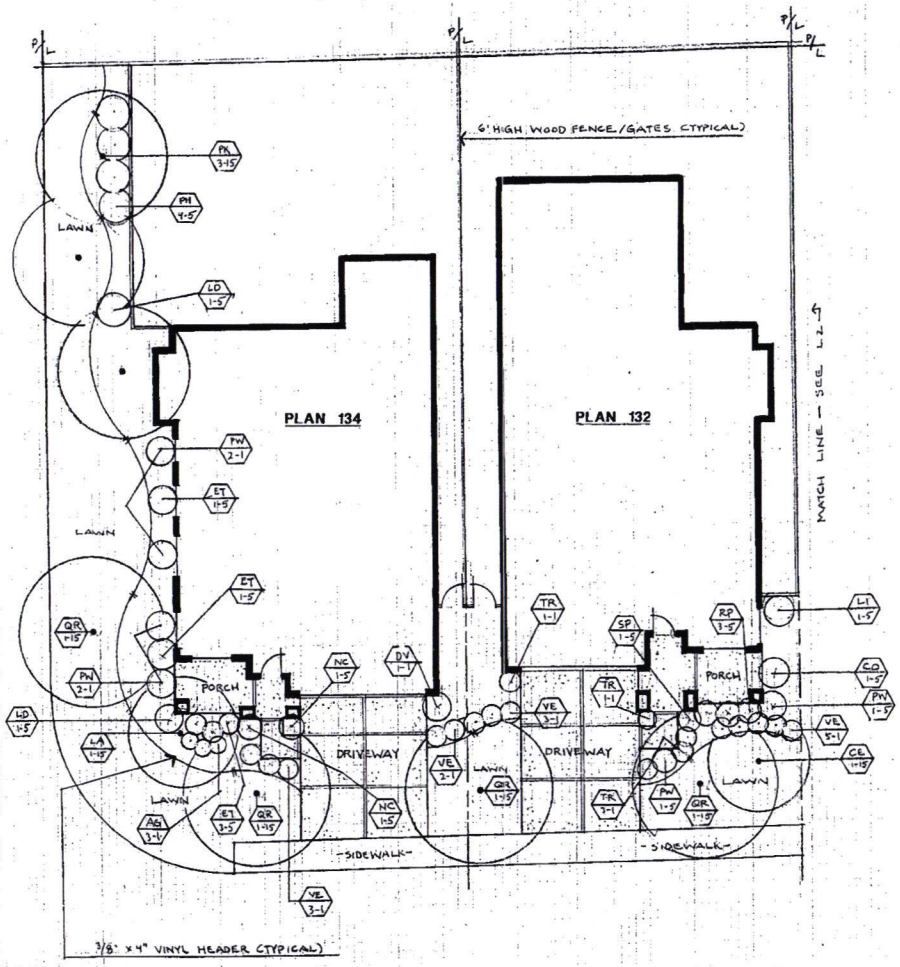
ANATOLIA VILLAGE 1

RENAISSANCE HOMES

SHEET L1

RANCHO CORDOVA, CA

SCALE: 1/8" = 1'-0"



PLANT LIST

SYM.	BOTANICAL NAME	COMMON NAME
TREES:		
AR	ACER RUBRUM 'AUTUMN FANTASY'	RED MAPLE
CR	CERCIS CANADENSIS - STD	EASTERN REDBUD
LA	LAGERSTROEMIA INDICA 'TUSCARORA' - STD	CRAPE MYRTLE
PI	PISTACIA CHINENSIS	CHINESE PISTACHE
PK	PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	PURPLE-LEAF PLUM
PY	PYRUS KAWAKAMII	EVERGREEN FLOWERING PEAR
QR	QUERCUS RUBRA	RED OAK
SHRUBS:		
AG	AGAPANTHUS 'PETER PAN'	DWARF LILY-OF-THE-NILE
CO	COTINUS COGGYGRIA 'ATROPURPUREA' - MULTI	PUR. SMOKE TREE - BUSH FORM
DV	DIETES VEGATA	FORTNIGHT LILY
ET	ESCALLONIA 'TERUI'	ESCALLONIA
HE	HEMEROCALLIS SP.	DAYLILY
LD	LAGERSTROEMIA INDICA 'PETITE EMBERS'	CRAPE MYRTLE SHRUB
LI	LIGUSTRUM 'TEXANUM'	TEXAS PRIVET
LV	LAVANDULA ANGUSTIFOLIA	ENGLISH LAVENDER
NC	NANDINA DOMESTICA 'COMPACTA'	COMPACT HEAVENLY BAMBOO
PH	PHOTINIA FRASERI	RED-TIP PHOTINIA
PV	PITTOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED MOCK ORANGE
PW	PITTOSPORUM TOBIRA 'WHEELERI'	DWARF MOCK ORANGE
RP	RHAPHOLEPIS INDICA 'PINK LADY'	INDIA HAWTHORN
SP	SPIRAEA BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA
TR	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE
VE	VERBENA 'TAPIEN BLUE-VIOLET'	VERBENA
VT	VIBURNUM TINUS 'SPRING BOUQUET'	DWARF LAURUSTINUS

PLANT SYMBOL
CONTAINER SIZE
QUANTITY

TYPICAL PRODUCTION LANDSCAPE

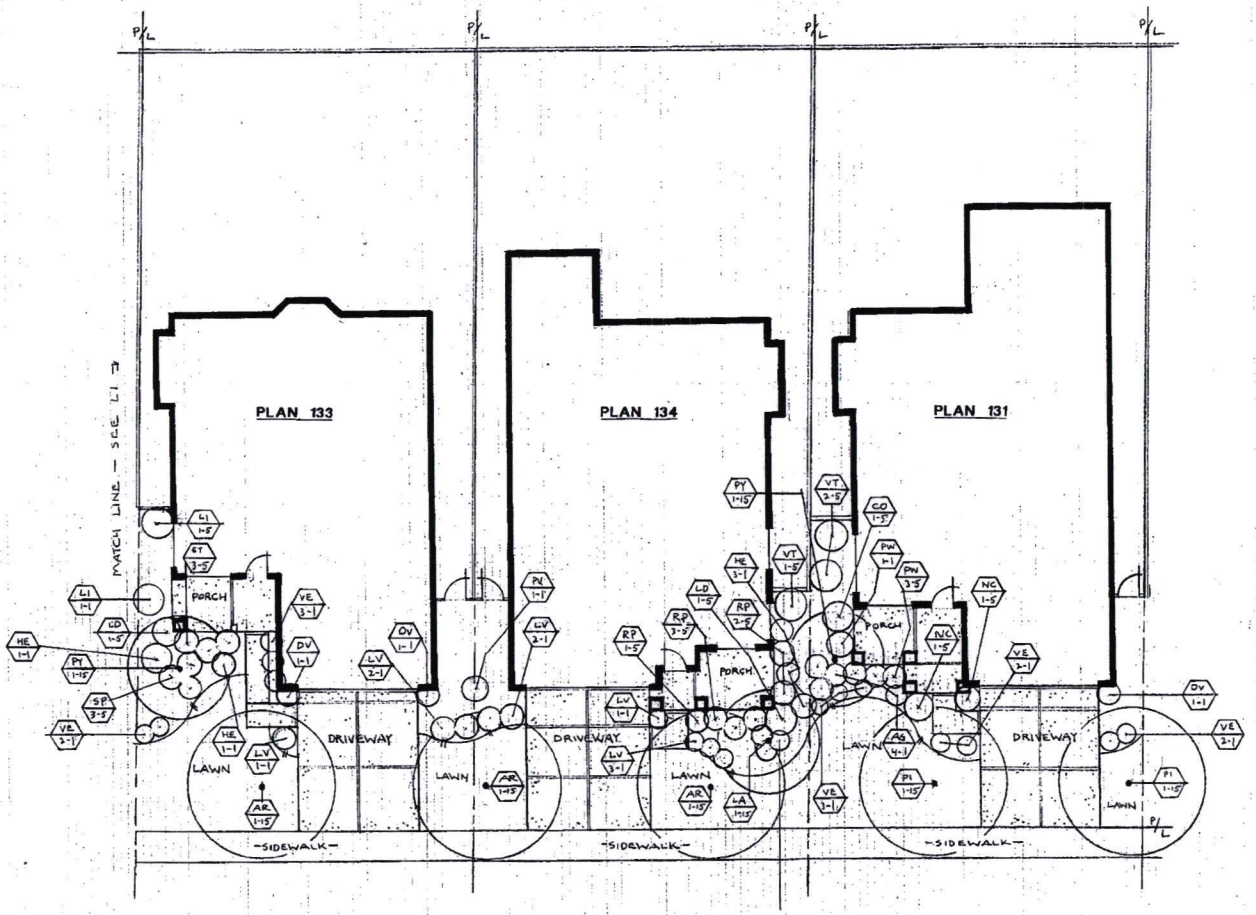
ANATOLIA VILLAGE 1

RENAISSANCE HOMES

RANCHO CORDOVA, CA

SCALE: 1/8" = 1'-0"

SHEET L2



GENERAL INSTALLATION NOTES:

1. Installer shall secure and pay for a soils test as required. Soils report shall be prepared by a qualified soils specialist and submitted to homebuilder for approval. Samples shall be collected following rough grading operations. At a minimum, the following shall be included in the report:
   a) Soil infiltration
   b) Soil texture
   c) Cation exchange capacity
   d) Soil fertility including tests for nitrogen, potassium, phosphorus, pH, organic matter, and specific conductance (E.C.).
   Prior to planting, amendments shall be added to correct for problems as noted by the soils report.
2. All areas that cannot be surface drained shall be drained using 3" diameter ADS drain lines, NDS fittings, etc. All roof downspouts (front and rear yards) shall be connected to underground system.
3. All lawn areas shall be a turf-type Tall Fescue blend sod (95%/5% blend).
4. All shrub and groundcover areas shown on plan shall be topdressed with a 2" minimum layer of 'mini' fir bark (1/4"-1/2" diameter) as available from Valley Rock / Loomis, CA (916) 652-7209.
5. Apply pre-emergent herbicide ('Ronstar' or equal) to all shrub and groundcover areas per manufacturer's suggested rate.
6. See details for additional information.

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the Design Package (Exhibit A) recommended to the City Council by the Planning Commission dated June 24, 2004.	On-Going	Planning	
2.	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.	On-Going	Planning	
	Prior to Issuance of Building Permits			
3.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director. The developer will install full window and door treatments on all four elevations of the proposed residential buildings. All subsequent phases shall be reviewed and approved by the Planning Director.	Prior to Building Permit	Planning	
4.	Each phase of the development will be pre-plotted and approved before sale of residence within the proposed phase. The criteria used for the approval of these phases will be as follows: • No more than three, two stories will be placed in a row and a minimum of two single-story homes in a row shall flank the three two-stories on at least one side. • Two of the same architectural style or color scheme will not be	Prior to Building Permit	Planning	

		Timing/ Implementation	Enforcement / Monitoring	Verification (date and Signature)
	placed next to each other. • No more than two of the same floor plans that are side by side must have different elevations. • Floor plans 132 and 134 shall provide separated entry walks from the public sidewalk to the front entry or patio.			
	Prior to Final Inspection and Utility Release			
5.	Submit final site landscaping plan for review and approval by the Planning Director prior to installation. Landscaping shall be installed prior to final inspection.	Prior to Final Inspection	Planning	
6.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Inspection	Planning	
7.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards.	Prior to Final Inspection	Water Resources	

The exhibit (s) or attachment (s) for this item is (are) on file in the City Clerk's Office for review by the public.

Attachment 2 (Project Plans) for Anatolia I, Village I

Council Members, please find above item(s) attached to your agenda packet.

Agenda Item: 12

continue for 2 wks.

City Council Staff Report

Date: July 19, 2004
Project: Holtzman Warehouse Design Review
File: RC-04-076
Request: Design Review for the construction of an industrial warehouse building with attached office at 3382 Luyung Drive.
Location: 3382 Luyung Drive, Rancho Cordova, CA
APN: 072-0500-024
Planner: Kathleen Franklin

OWNER/APPLICANT:	REPRESENTATIVE:
Tommy Holtzman 3229 California, Ave. Carmichael CA 95608	Bud Goldburg 3233 Monier Circle Rancho Cordova, CA 95742

Recommendation:

The Planning Commission recommends the City Council adopt Resolution No. 111-2004 denying the Design Review for Holtzman Warehouse Project No. RC-04-076 for the construction of a new warehouse/office at 3382 Luyung Drive, subject to the Findings.

Background:

The applicant is requesting Design Review for a concrete tilt-up building on Luyung Drive. The applicant had begun preliminary site review of the project with the County of Sacramento prior to the City's incorporation. The building plans were submitted in late February to the City's Building Department and it was at that time the applicant was informed of the adopted Design Review policy and the application was submitted for the project.

Staff met with the applicant and the applicant's representative to explain the essence of the newly adopted Design Review procedures and the City's desire to upgrade the industrial areas by creating buildings with high quality designs. Staff presented to the applicant suggestions that would create a better design for the proposed building. In part, these comments consisted of the following: a) a change to the proposed office section of the building either in height and/or width to bring it into context with the large warehouse section; b) the possibility of recessing a section on each side of the warehouse building to create some additional interest to the front of the building; c) the addition of vertical score lines to the building.

The applicant stated he believed the building to be well designed and attractive and did not believe any changes to the elevations were necessary. Mr. Holtzman informed staff the cost of constructing this building was becoming prohibitive because of the increased cost of building materials. The changes suggested by staff would further

increase the cost and he would not be able to construct the building. He requested the project, as submitted and without change, be forwarded to the Planning Commission for its review.



FIGURE 1 – SITE LOCATION

Land Use Relationships with Adjacent Properties:

	General Plan Land Use Designation	Zoning and Community Plan Designations	Existing Land Use
Subject Property	Intensive Industrial	M2	Industrial
North	Intensive Industrial	M2	Industrial
East	Intensive Industrial	M2	Industrial
South	Intensive Industrial	M2	Industrial
West	Intensive Industrial	M2	Industrial

Analysis:

It is staff's opinion the building design fails to meet the intent of the Design Review ordinance. Staff has provided the following suggestions for changes to the building and believes, with the suggested changes, the findings to support the project could be met:

1. Provide additional windows/glazing on the front of the office portion of the buildings.
2. Add an entry feature over the front doors of the office to provide human scale and interest.
3. Recess the sections on either side of the office building, which includes the loading doors, a minimum of 10 to 15 feet to offset the sides of the large warehouse section and add interest to the front of the building. This would also help bring the office section into proportion with the warehouse section of the building.
4. Lengthen the office portion of the building to make it a more prominent part of the building.
5. Incorporate vertical and horizontal score lines within concrete panels on the north and south building elevations to provide additional detail and interest and to alleviate the horizontal expanse of the side walls.

Planning Commission Review:

The Planning Commission reviewed the project at its June 24, 2004 meeting. Staff presented its analysis of the project and staff's opinion that the intent of the ordinance was not met with the proposed design. The Commission explained the City's desire for upgrading the design of buildings throughout the City to create a new image for Rancho Cordova. The Commission discussed the project with the applicant and made suggestions concerning the architecture that would meet the intent of the ordinance. The Commission comments/ suggestions included in part:

- the possibility of placing cosmetic windows on the building
- extending the office a few feet on either end and adding an entrance door on either side
- adding landscaping
- adding trellises or other architectural features
- placing the office inside the warehouse portion of the building and using the money saved to add additional features to the outside of the building.

The Planning Commission also suggested the project be continued to allow the applicant to meet with staff and have the opportunity to make changes to the architecture. The applicant again stated he would not make any changes to the design of the building and requested the Commission make a decision at this time in order to move the project forward to the City Council. The Planning Commission complied with the applicant's request and by a vote of four ayes and two abstentions (see Attachment 4) the Commission recommended the City Council deny the project. The reasons for the denial of the project are contained in the findings and evidence within the resolution and the Planning Commission's comments have been incorporated.

Public Comment

On July 9, 2004, a public hearing notice was published in the Grapevine Newspaper and notices were mailed to all the adjacent property owners. No public comment was received.

Conclusion:

Based on the analysis and its review of the project the Planning Commission believes the building as proposed does not comply with the intent of the Design Review ordinance. The applicant was given the option of changing the building elevations on several occasions; however, sighting financial considerations the applicant has chosen not to pursue this option. The Planning Commission recommends denial of the project based on the inability of the project to meet the Findings as set forth in the adopted Design Review ordinance.

Environmental Analysis:

The project is Categorically Exempt from review of the California Environmental Quality Act (CEQA) under Section 153332, In-fill project, of the CEQA Guidelines.

Financial Implications to City:

There are no significant cost implications to the City for this development.

Recommended Motions:

1. "I move the City Council deny Resolution No. 111-2004 for the Design Review for the Holtzman Warehouse project number RC-04-076 subject to the Findings in the July 19, 2004 resolution".

Attachments:

1. Resolution No. with Exhibit A (Design Review Package)
2. Project Elevations and Landscape Plans
3. Proposed building colors
4. Planning Commission Minutes – June 24, 2004

RESOLUTION NO. 111-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DENYING THE DESIGN REVIEW FOR HOLTZMAN WAREHOUSE PROJECT # RC-04-076

WHEREAS, Tommy Holtzman (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) requesting Design Review for a new concrete tilt-up building to be located at 3382 Luyung Drive (Assessor's Parcel Number 072-0500-024; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the project is Categorically Exempt under Section 15332, In-Fill Development Projects of the California Environmental Quality Act (CEQA); and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a property noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. That the project site was adequately analyzed according to the Guidelines of the California Environmental Quality Act.

   Finding:
   The project is an in-fill project and is Categorically Exempt under Section 15332 of the California Environmental Quality Act (CEQA).

   Evidence:
   The project meets the Class 32 conditions of CEQA which state: (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) The project site has no value as habitat for endangered, rare or threatened species; (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

2. Deny the Design Review, subject to the Design Package (see Exhibit A) and supported by the following Findings and Evidence:

   Findings:
   a. High quality building designs that consist of durable and maintainable materials and that provide diversity to the community.
   b. Building designs that maintain human scale and interest.
   c. Use of an architectural style and or/theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.

d. Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.
e. Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.
f. Incorporate quality site design, including landscaping, signage and other elements of site design.

Evidence

a. The proposed building is a concrete tilt up building with minimal architectural features to soften the look of the wide flat surfaces of the building walls. The building walls will be painted with horizontal bands, which further exacerbate the horizontal mass of the building. The office feature is topical and not proportional to the building face. The pitched roof does not provide any detail to the building, other than a small overhang. No eave details such as knee bracing, exposed rafters or crown molding are provided.
b. The design proposes little human scale and interest. An office feature is proposed on the front/east elevation; however, there is no integration in design between the office portion of the building and the warehouse. No other architectural features, (i.e. canopies, windows, window treatments are proposed). The parking dominates the front of the building with little landscape proposed.
c. The proposed building is of the same size and mass as the majority of the industrial buildings in the surrounding area. In the industrial setting the buildings tend to follow function versus form for the greatest utility; however, there are design alternatives that are not being proposed for this building.
d. Same as "c" above.
e. The design does not include architecture that provides varied relief of the façade elements or articulation of the building features.
f. The applicant is proposing landscaping which is adequate to meet the Zoning Code requirements. There is no additional site design improvement proposed.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of July, 2004.

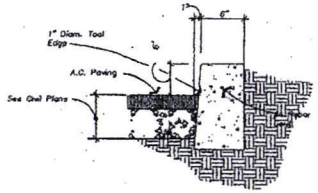
AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LINDA BUDGE, MAYOR of the
CITY OF RANCHO CORDOVA

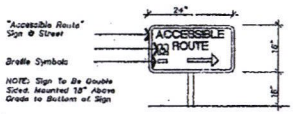
ATTEST:

_____
LILLIAN HARE
CITY CLERK

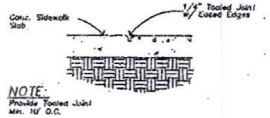
Exhibit A



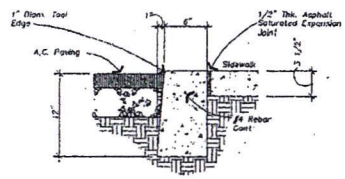
5 / A-1 CURB / PARKING DET.
Scale: 1 1/2"=1'-0"



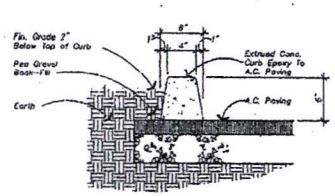
5 / A-1 ACCESSABLE ROUTE SIGN
Scale: 3/4"=1'-0"



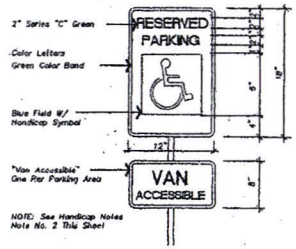
3 / A-1 TOOL JOINT DET.
Scale: 1"=1'-0"



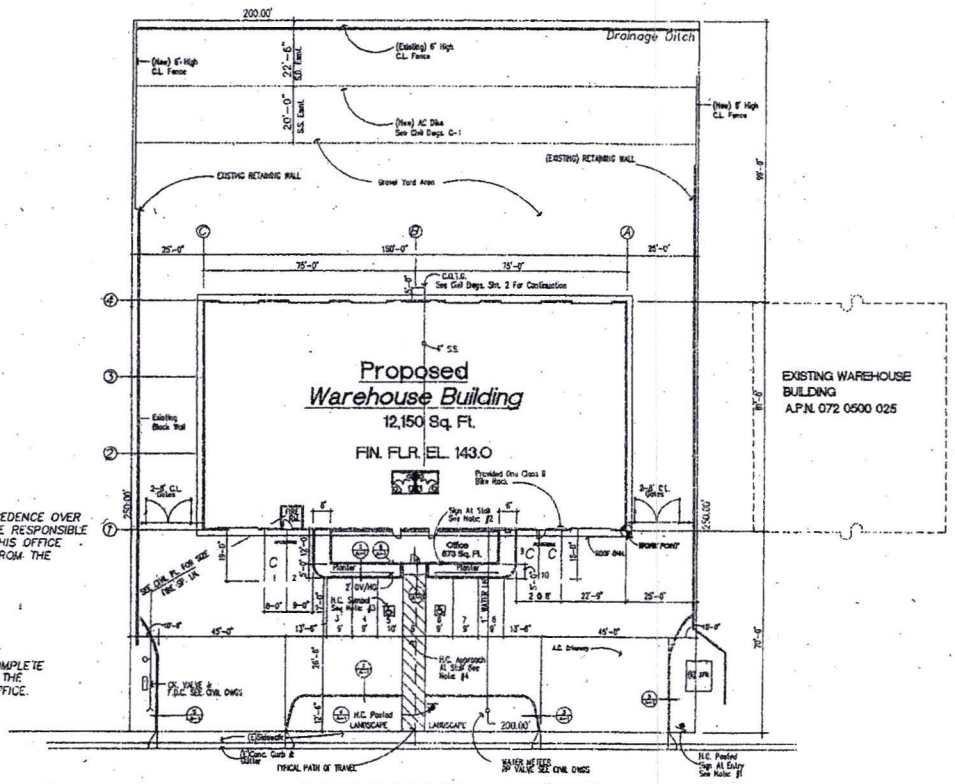
2 / A-1 CURB / WALK DETAIL
Scale: 1 1/2"=1'-0"



1 / A-1 CURB / PLANTER DET.
Scale: 1 1/2"=1'-0"



6 / A-1 HANDICAP SIGN
Scale: 1 1/2"=1'-0"



NOTE:

WRITTEN DIMENSIONS ON THE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE AND/OR OWNER SHALL BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS.

AUTOMATIC FIRE EXTINGUISHING SYSTEM

THE ENTIRE BUILDING AREA SHALL BE PROVIDED WITH A COMPLETE FIRE SPRINKLER SYSTEM INSTALLED IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE (I.S.O.) INSURANCE SERVICE OFFICE.

3382 LUYUNG DRIVE
56' Wide Right of Way

← NEAREST PUBLIC TRANSPORTATION STOP
2500 FT ON SUNRISE BLVD.

SITE PLAN APN 072-0500-024
SCALE : 1"=20'-0"

GENERAL HANDICAP NOTES:

1. A SIGN SHALL BE POSTED IN A CONSPICUOUS PLACE, AT EACH ENTRANCE TO THE OFFSTREET PARKING FACILITY, NOT LESS THAN 17 INCHES (431.8 mm) BY 22 INCHES (558.8 mm) IN SIZE WITH LETTERING NOT LESS THAN ONE INCH (25.4 mm) IN HEIGHT, WHICH CLEARLY AND CONSPICUOUSLY STATES THE FOLLOWING: UNAUTHORIZED VEHICLES NOT DISPLAYING DISTINGUISHING PLACARDS OR LISCENSE PLATES ISSUED FOR PHYSICALLY HANDICAP PERSONS MAY BE TOWED AWAY AT THE OWNER'S EXPENCE. TOWED VEHICLES MAY BE CLAIMED AT _____ OR BY TELEPHONING _____
2. EACH PARKING SPACE RESERVED FOR THE HANDICAP SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED REFLECTORIZED SIGN CONSTRUCTED OF PORCELAIN ON STEEL, RAISED TEXT, OR EQUAL, DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. THE SIGN SHALL NOT BE SMALLER THAN 70 SQUARE INCHES (45161.3 mm) IN AREA AND SHALL BE CENTERED AT THE INTERIOR END OF THE PARKING SPACE AT A MINIMUM HEIGHT OF 80 INCHES (2032 mm) FROM THE BOTTOM OF THE SIGN TO THE PARKING SPACE FINISHED GRADE, OR CENTERED ON THE WALL AT THE INTERIOR END OF THE PARKING SPACE AT A MINIMUM HEIGHT OF 36 INCHES (914.4 mm) FROM THE PARKING SPACE FINISHED GRADE, GROUND OR SIDEWALK.
3. EACH HANDICAP PARKING SPACE SHALL HAVE A SURFACE IDENTIFICATION DUPLICATING THE INTERNATIONAL SYMBOL FOR ACCESSIBILITY IN BLUE PAINT, IN A 3'-0" SQUARE MINIMUM.
4. HANDICAP RAMP 5'-0" WIDE AND 6'-0" LONG WITH A MAX. SLOPE OF 1:12 WITH 1/4" WIDE GROOVES AT 3/4" O.C. APPROACH TO BE 5'-0" WIDE BY 1'-0" MINIMUM LONG, BOUNDARY STRIPES TO BE 4" WIDE AND DIAGONAL STRIPES TO BE 4" WIDE AND AT 2'-0" O.C. ALL PAINTED STRIPES TO BE WHITE TRAFFIC PAINT.

PARKING ANALYSIS:

PROVIDED PARKING:
10 STALLS

REQUIRED PARKING:
9 STALLS

OFFICE: 4.5 STALLS / 1000 S.F.
4.5 STALLS/1000 S.F. X 673 = 3 STALLS
WAREHOUSE: 1 STALL / 2000 S.F.
WAREHOUSE = 12,150 S.F. / 2,000 S.F.
= 6.075 STALLS

BUILDING ANALYSIS:

Building Type: Type II NH Occ. S-3 and B
Building Area: WH 12,150 Sq. Ft.
Office 672 Sq. Ft.
Total 12,822 Sq. Ft.
Max. Allowable Area: 7,500 Sq. Ft.
Building Sprinkled: Yes
Area Increases:
Sprinkled 200% Increase
Max. Allowable Area: 15,000 Sq. Ft.
Zoning: M-2 Parcel Size: 50,000 S.F.
Total Building Size: 12,822 S.F. Lot Coverage: 25.6%

CONSULTANT
REVISIONS

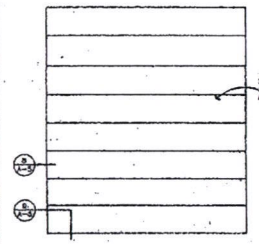
Bud Goldberg Architect
ARCHITECTURE PLANNING
LIC. NO. C-20838
(916) 755-3618 FAX (916) 638-2376

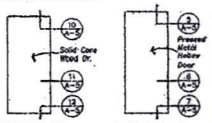
WAREHOUSE BUILDING
3382 LUYUNG DRIVE
RANCHO CORDOVA CA.

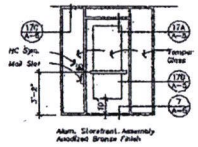
SITE PLAN
TOMMY HOLTZMAN
GENERAL CONTRACTOR
COMMERCIAL INDUSTRIAL
LIC. NO. 530186

PROJ. NO.
DATE 2/24/04
DRAWN BY BJG
CHECKED BY BJG
SHEET NO.
A-1

DOOR TYPES





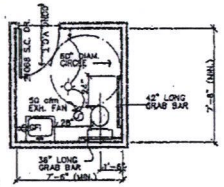


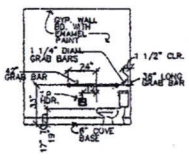
DOOR SCHEDULE

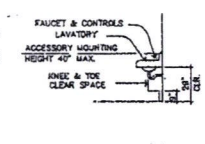
NO.	DOOR TYPE	DOOR SIZE	DOOR THICK	DOOR MATERIAL	DOOR FINISH	FRAMES MATERIAL	FRAMES FINISH	HDWR. GROUP	REMARKS
1	A	3'-0" X 7'-0"	1 3/4"	HOLLOW MTL.	PAINTED	PRESSED MTL.	PAINTED		PROVIDE DEAD BOLT AND CLOSER
2	B	3'-0" X 6'-8"	1 3/8"	SOLID CORE WD.	PAINTED	PRESSED MTL.	PAINTED		PROVIDE PRIVACY LOCK
3	C	16'-0" X 16'-0"	-	ROLL-UP STEEL	PRE-FIN	STEEL	PRE-FIN		PROVIDE SLIDING DEAD BOLT
4	D	3'-0" X 7'-0"	1 3/8"	ALUM.	PRE-FIN	ALUM	PRE-FIN		PROVIDE DEAD BOLT & CLOSER
5	B	3'-0" X 7'-0"	1 3/4"	SOLID CORE WD.	PAINTED	PRESSED MTL.	PAINTED		PROVIDE DEAD BOLT AND CLOSER ONE HOUR DOOR & FRAME
6	C	12'-0" X 16'-0"	-	ROLL-UP STEEL	PRE-FIN	STEEL	PRE-FIN		PROVIDE SLIDING DEAD BOLT

GENERAL DOOR NOTES

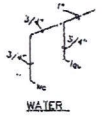
1. EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
2. HAND ACTIVATED DOOR OPENING HARDWARE SHALL BE CENTERED BETWEEN 30 INCHES AND 44 INCHES ABOVE THE FINISHED FLOOR.
3. LATCHING AND LOCKING DOORS THAT ARE HAND ACTIVATED AND WHICH ARE IN A PATH OF TRAVEL, SHALL BE OPERABLE WITH A SINGLE EFFORT BY LEVER TYPE HARDWARE.
4. MAXIMUM EFFORT TO OPERATIVE DOORS SHALL NOT EXCEED 8.5 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR DOORS. SUCH PUSH OR PULL EFFORT BEING APPLIED AT RIGHT ANGLES TO HINGED DOORS AND AT THE CENTER PLANE OF SLIDING OR FOLDING DOORS.
5. THE BOTTOM 10 INCHES OF ALL DOORS EXCEPT AUTOMATIC AND SLIDING DOORS SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE TO ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION.
6. THRESHOLDS OF EXIT DOORS ARE NOT TO EXCEED 1/2" IN HEIGHT.
7. TOILET ROOM DOORS ARE TO BE MARKED AS FOLLOWS:
   MEN: AN EQUILATERAL TRIANGLE, 1/4" THICK, SIDES OF TRIANGLE TO BE 12" LONG EACH SIDE.
   WOMEN: A 12" DIAMETER CIRCLE, 1/4" THICK.
   THESE GEOMETRIC SYMBOLS SHALL BE CENTERED ON THE DOORS AT A HEIGHT OF 60", AND THE COLOR TO CONTRAST DISTINCTLY WITH THE COLOR OF THE DOORS.
8. PROVIDE SAFETY GLASS OR TEMPERED GLASS IN AND WITHIN 4'-0" (IN ANY DIRECTION) OF ANY DOOR AND WITHIN 24" OF FINISH FLOOR.
9. PROVIDE DEAD BOLT IN ALL EXTERIOR HOLLOW METAL DOORS. MASTER-KEY ALL DOOR LOCKS.
10. STOREFRONT FRAME AND GLAZING SHALL BE U.S. ALUMINUM CORP. J-400 SERIES OR APPROVED EQUAL ALUMINUM IS TO BE BRONZE ANNODIZED FRAMES WITH GRAYTITE GLASS 3/16" THICK, G-3 QUALITY. (SEE NOTE #8 ABOVE)
11. ALUMINUM FRAME ENTRANCE DOORS SHALL BE U.S. ALUMINUM CORP. SERIES 100 WITH RECESS PULL OR EQUAL WITH TEMPERED GRAYTITE GLASS. INCLUDE ALL HARDWARE AND THRESHOLDS. SUBMIT SHOP DRAWINGS FOR APPROVAL.

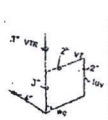






TOILET ROOM DETAILS





PLUMBING ISOMETRIC

TOILET ROOM HANDICAP NOTES:

CIRCULATION WITHIN TOILET ROOM:
CLEAR SPACE 60" DIAMETER AND 27" HIGH OR 56"X63" WITH 12" MAXIMUM INTRUSION BY DOOR.

PROVIDE 44" WIDE ACCESS TO HANDICAPPED WATER CLOSET COMPARTMENT.

IN PRIVATE TOILET FACILITY, SUFFICIENT SPACE FOR A 30" WIDE BY 48" WHEELCHAIR TO ENTER AND CLOSE DOOR.

WATER CLOSETS:
THE HEIGHT TO THE TOP OF TOILET SEATS 17" MIN. AND 19" MAX.

FLUSH CONTROLS LOCATED TO CLEARANCE EXCEPT BODY MOVEMENT. MANUAL CONTROLS I.E. OPERATING HANDLE WITH MAXIMUM OPERATING FORCE OF 5 LBF. OR MEDIATE BUTTON FOR LOW- VOLTAGE ELECTRICAL OPERATION.

GRAB BARS:
PROVIDE GRAB BARS IN TOILET COMPARTMENT AT ONE SIDE, 42" LONG MOUNTED 24" IN FRONT OF THE TOILET, AND ANOTHER GRAB BAR MOUNTED AT THE REAR, 36" LONG CENTERED ON THE TOILET, BOTH MOUNTED AT + 33" ABOVE FINISHED FLOOR.

GRAB BARS TO BE 1 1/4" TO 1 1/2" IN DIAMETER MOUNTED AT 1 1/2" CLEAR FROM THE WALL.

MAINTAIN 1/4" MIN. RADIUS ON ALL EDGES.

GRAB BARS AND MOUNTING HARDWARE SHOULD BE ABLE TO RESIST 250 LBF. IN BENDING, SHEAR, AND TENSION.

GRAB BARS SHALL NOT BE ABLE TO ROTATE IN ITS FITTING.

LAVATORIES:
MAINTAIN A CLEARANCE OF 29" FROM THE BOTTOM OF THE LAVATORY APRON TO FINISH FLOOR.

MAINTAIN A MIN. KNEE CLEARANCE UNDER LAVATORY 30" WIDE AND 8" DEEP.

MAINTAIN A MIN. TOE CLEARANCE UNDER LAVATORY 30" WIDE, 9" ABOVE FINISH FLOOR AND 17" DEEP FROM FRONT OF LAVATORY.

HOT WATER SUPPLY AND DRAIN PIPING ARE TO BE INSULATED OR COVERED.

NO SHARP OR ABRASIVE SURFACES ARE PERMITTED UNDER LAVATORY.

CONTROLS ARE TO BE OPERABLE WITH ONE HAND WITH A MAX. OPERATING FORCE OF 5 LBF.

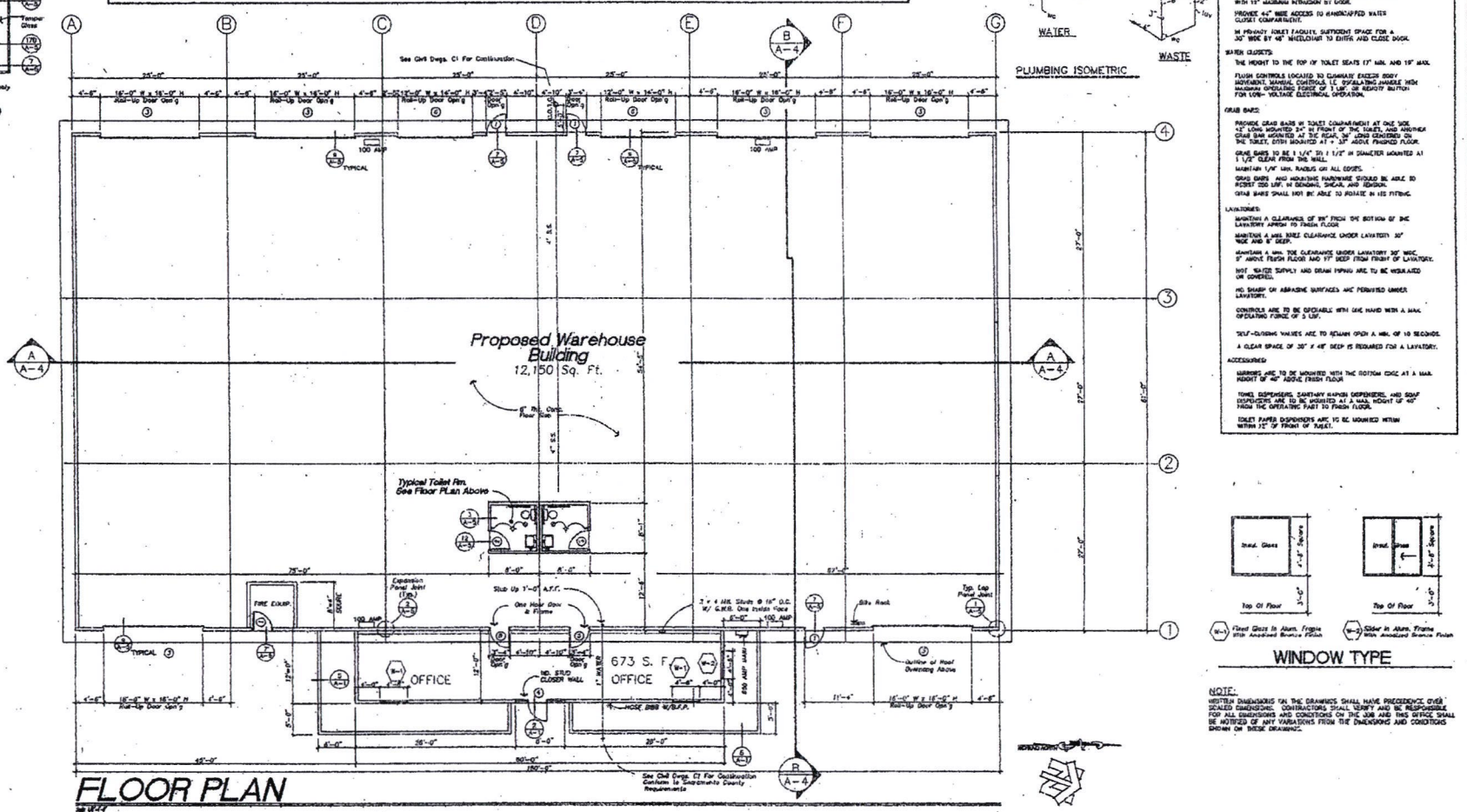
SELF-CLOSING VALVES ARE TO REMAIN OPEN A MIN. OF 10 SECONDS.

A CLEAR SPACE OF 30" X 48" DEEP IS REQUIRED FOR A LAVATORY.

ACCESSORIES:
MIRRORS ARE TO BE MOUNTED WITH THE BOTTOM EDGE AT A MAX. HEIGHT OF 40" ABOVE FINISH FLOOR.

TOWEL DISPENSERS, SANITARY NAPKIN DISPENSERS, AND SOAP DISPENSERS ARE TO BE MOUNTED AT A MAX. HEIGHT OF 40" FROM THE OPERATING PART TO FINISH FLOOR.

TOILET PAPER DISPENSERS ARE TO BE MOUNTED WITHIN 12" OF FRONT OF TOILET.



WINDOW TYPE

NOTE:
WRITTEN DIMENSIONS ON THE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE SHALL BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS.

CONSULTANT

REVISIONS

Bud Goldberg Architect
ARCHITECTURE · INTERIOR DESIGN
2333 RIVER CIRCLE · RANCHO CORDOVA, CA. 95742
(916) 635-2333 · FAX (916) 635-2334

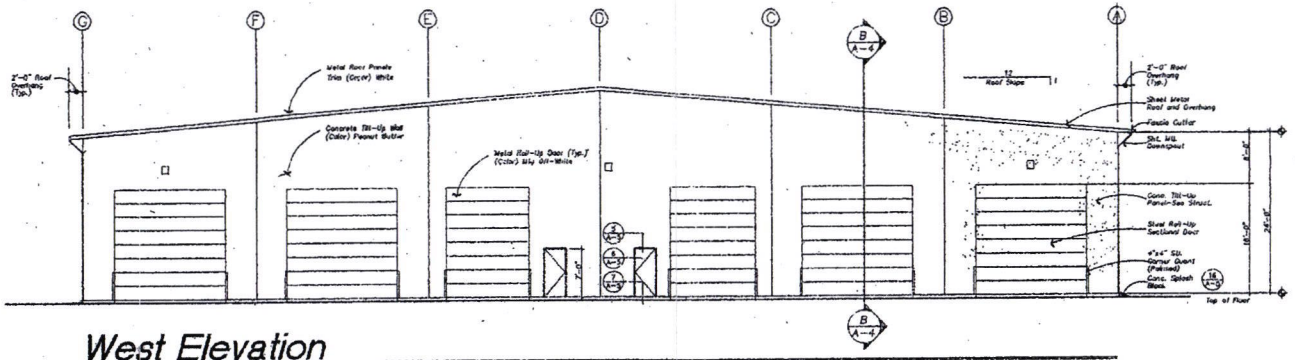
WAREHOUSE BUILDING
3382 LUYUNG DRIVE
RANCHO CORDOVA CA.

FLOOR PLAN

TOMMY HOLTZMAN
GENERAL CONTRACTOR
COMMERCIAL · INDUSTRIAL · RESIDENTIAL
3124 CALIFORNIA AVE. · CAMERON PARK
530-676-8268

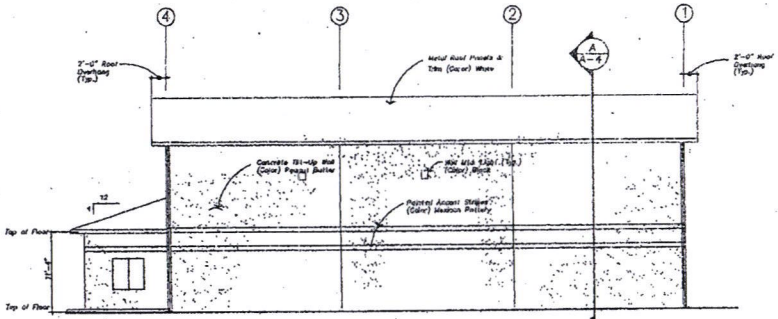
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SHEET NO.
A-2
OF SHEETS



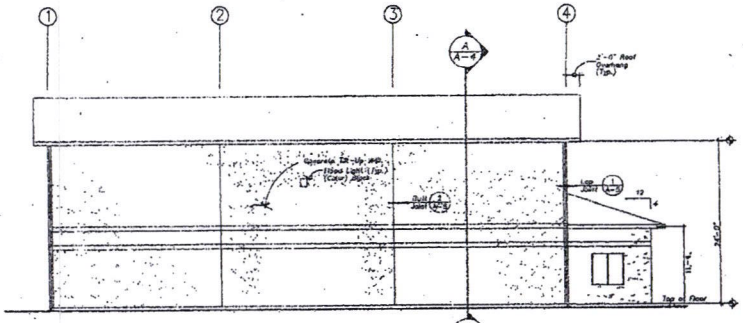
West Elevation

Scale: 1/8"=1'-0"



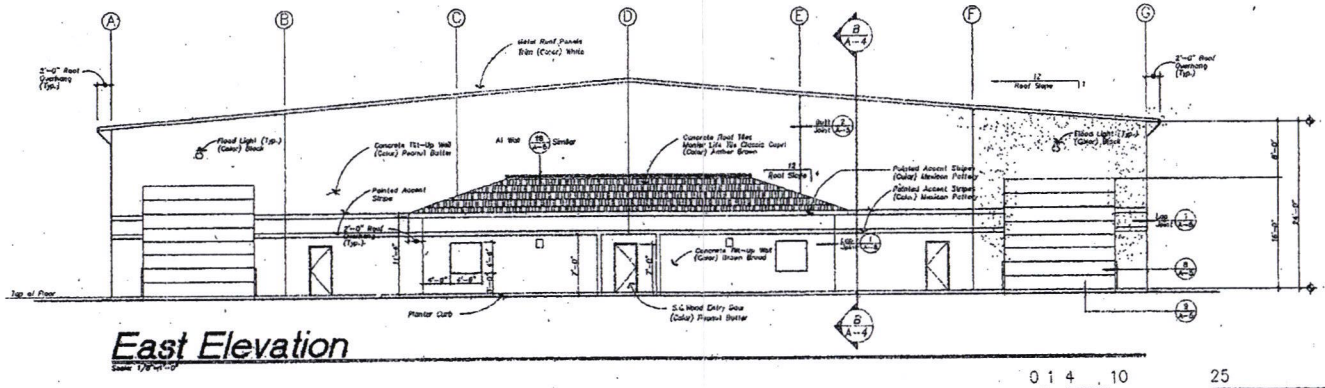
North Elevation

Scale: 1/8"=1'-0"



South Elevation

Scale: 1/8"=1'-0"



East Elevation

Scale: 1/8"=1'-0"

0 1 4 10 25 50 FEET

CONSULTANT

REVISIONS

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2
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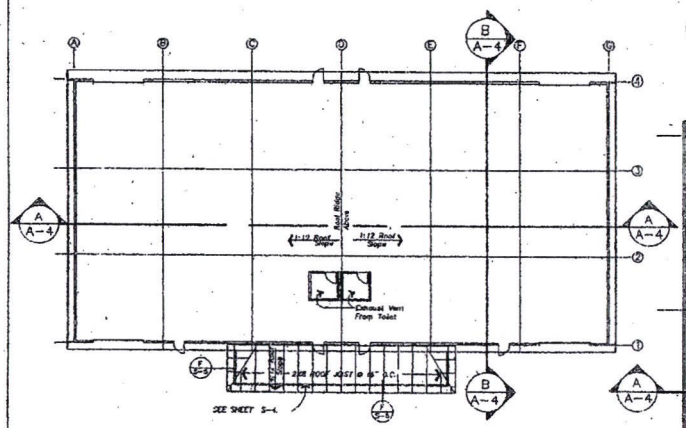
Bud Goldberg Architect
ARCHITECTURAL SERVICES
PLANNING
LIC. CA 19884
(916) 920-3419
FAX (916) 638-2612

WAREHOUSE BUILDING
3382 LUYUNG DRIVE
RANCHO CORDOVA CA.

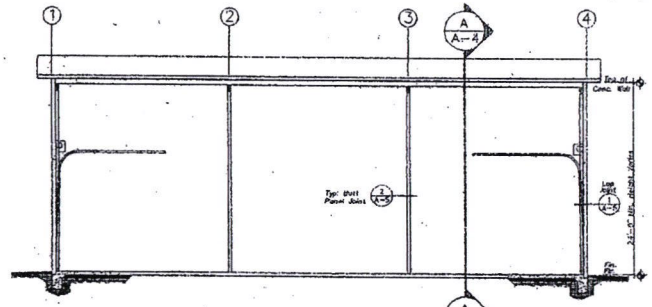
BUILDING ELEVATIONS

TOMMY HOLTZMAN
GENERAL CONTRACTOR
INDUSTRIAL
CONSTRUCTION MGT.
339 CALIFORNIA AVE.
CARMICHAEL CALIF.
924-9188

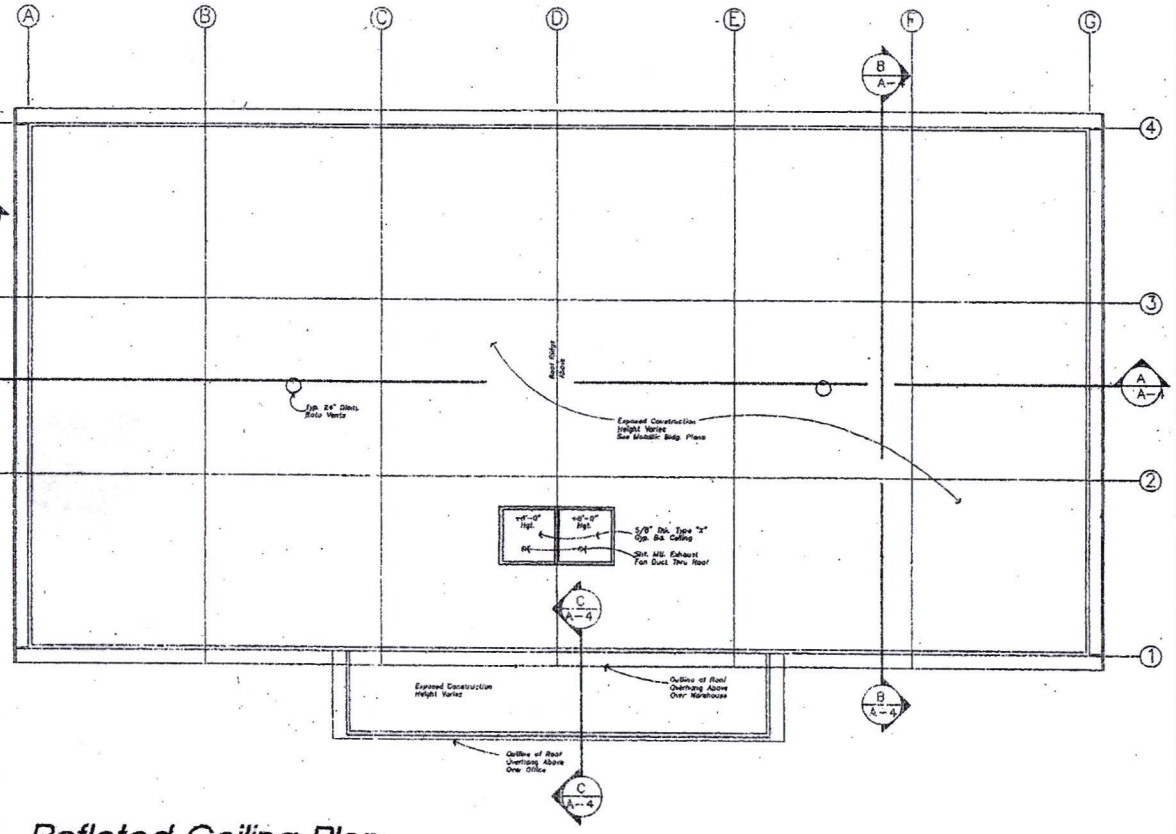
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DATE 3/24/04
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SHEET NO.
A-3
OF SHEETS



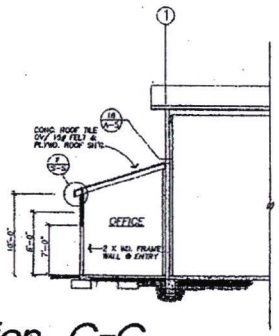
Roof Plan



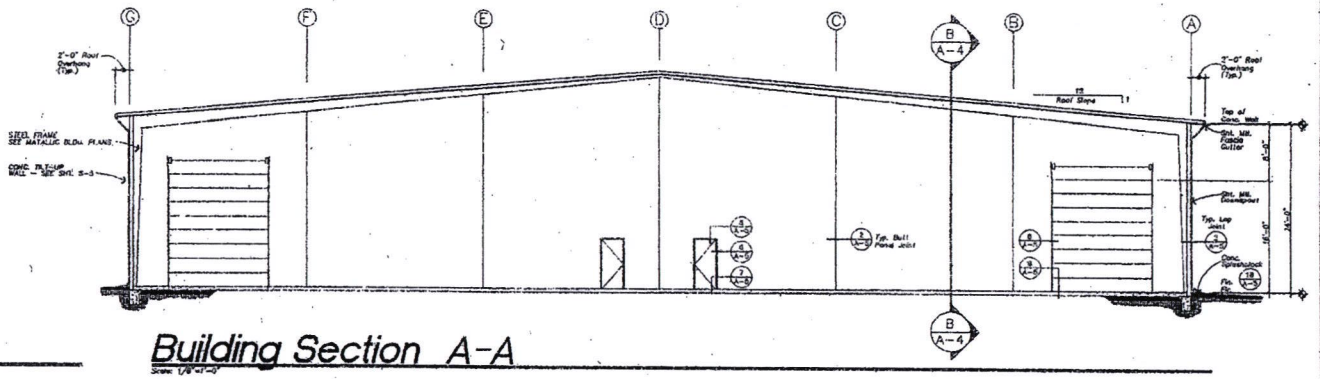
Section B-B



Refleted Ceiling Plan



Section C-C



Building Section A-A

CONSULTANT

REVISIONS

Bud Goldberg, Architect
ARCHITECTURE • PLANNING
LIC. 14/15834
3333 ADAMS CIRCLE
SPACE TENANT STUDY
SENIOR DESIGN
RANCHO CORDOVA, CA. 95742
(916) 638-2377

WAREHOUSE BUILDING
3382 LUYUNG DRIVE
RANCHO CORDOVA CA.

BUILDING SECTIONS

TOMMY HOLTZMAN
GENERAL CONTRACTOR
INDUSTRIAL
ORANGEVALE, CALIF

PROJ. NO.
DATE 1/20/04
DRAWN BY BJD
CHECKED BY BJG
SHEET NO.
A-4
OF SHEETS

SMUD NOTE

A request for electrical service has been submitted to SMUD but at bid time no response has been received. This electrical utility information has not been verified with SMUD and only represents our best estimate of their requirements. The contractor shall ascertain SMUD requirements prior to bidding and shall install all equipment per their requirements.

SBC NOTE

A request for telephone service has been submitted to SBC but at bid time no response has been received. The telephone utility information has not been verified with SBC and only represents our best estimate of their requirements. The contractor shall ascertain SBC requirements prior to bidding and shall install all equipment per their requirements.

U.S.A. UNDERGROUND SERVICE ALERT

1-800-227-2600

CONTACT PRIOR TO THE START OF ANY EXCAVATION ON SITE.

UTILITY COMPANY CONTACTS

COORDINATE ALL UTILITY COMPANY REQUIREMENTS WITH UTILITY COMPANY REPRESENTATIVES.

ELECTRIC SERVICE

SMUD
6108 59TH STREET, MS. E201
SACRAMENTO, CA 95819-4619

CONTACT: BOB BUNGE
PHONE: (916) 732-6463

TELEPHONE SERVICE

SBC
3615 'I' STREET, ROOM 110
P.O. BOX 15038
SACRAMENTO, CA 95851

CONTACT: JOHN ZYGLANEK
PHONE: (916) 453-1119

NUMBERED NOTES

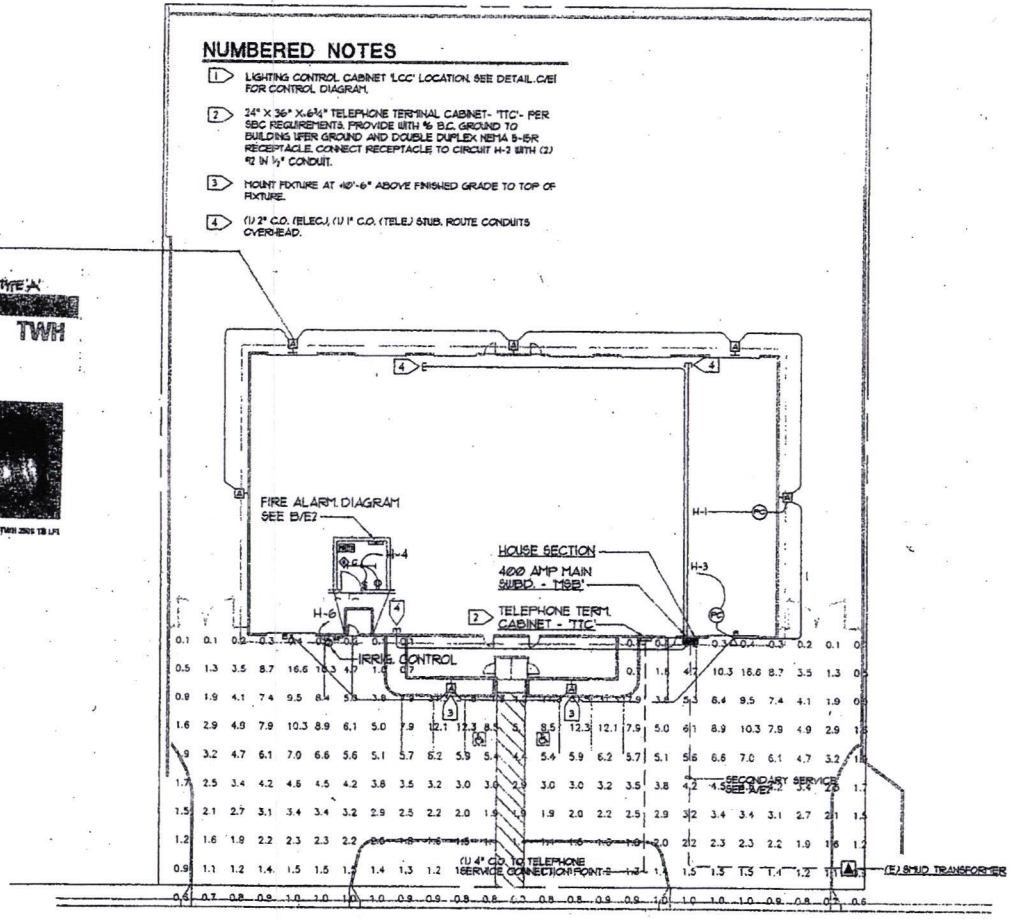
1. LIGHTING CONTROL CABINET 'LCC' LOCATION. SEE DETAIL C/E1 FOR CONTROL DIAGRAM.
2. 24" X 36" X 6¾" TELEPHONE TERMINAL CABINET- 'TTC'- PER SBC REQUIREMENTS. PROVIDE WITH ⅝ B.C. GROUND TO BUILDING UFER GROUND AND DOUBLE DUPLEX NEMA 5-15R RECEPTACLE. CONNECT RECEPTACLE TO CIRCUIT H-2 WITH (2) #2 IN 1½" CONDUIT.
3. MOUNT FIXTURE AT 40'-6" ABOVE FINISHED GRADE TO TOP OF FIXTURE.
4. (1) 2" C.O. (ELEC.), (1) 1" C.O. (TELE.) STUB. ROUTE CONDUITS OVERHEAD.

FIXTURE TYPE 'A'

TWH



Example: TWH 2S26 TB LPI



3382 LUYUNG DRIVE

ELECTRICAL SITE PLAN

SCALE: 1/16" = 1'-0"

A
E1

N

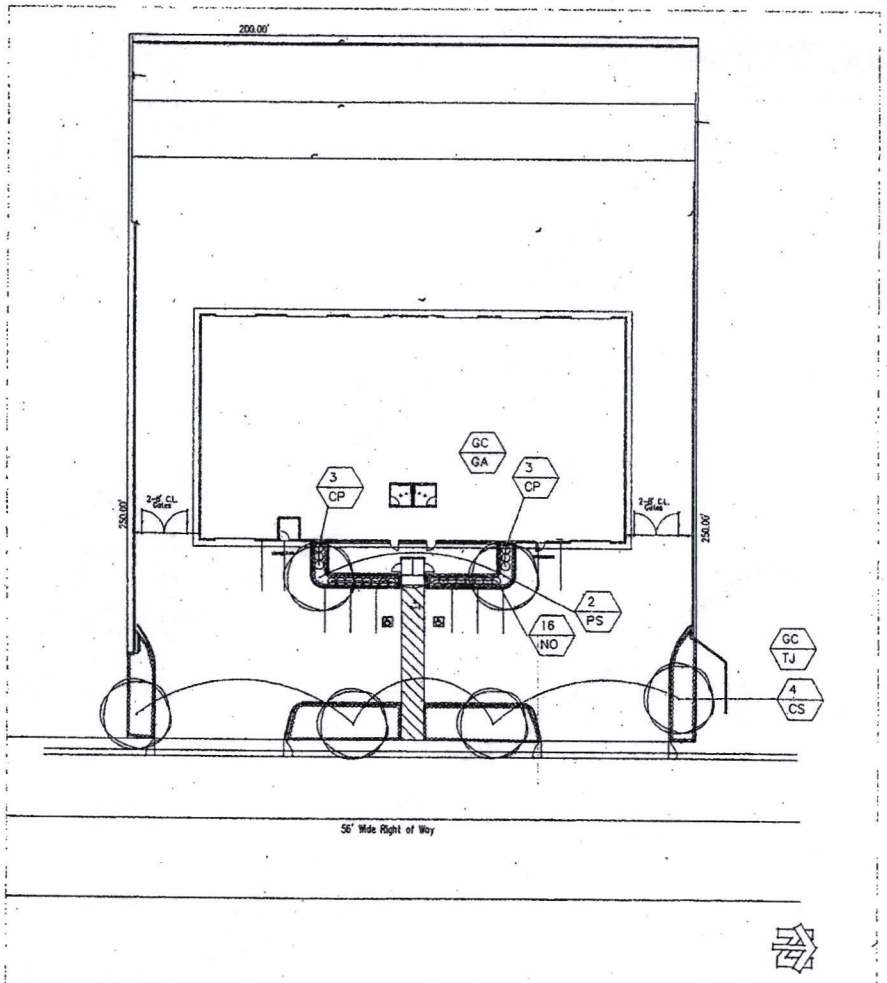
REVISIONS

Bud Goldberg Architect

WAREHOUSE BUILDING
3382 LUYUNG DRIVE
RANCHO CORDOVA CA.

TOMMY HOLTZMAN
GENERAL CONTRACTOR

JOB NO.
DATE 03/30/05
DRAWN BY CE
CHECKED BY RH
SHEET NO. E1
OF SHEETS



PLANT LIST

KEY	AMT	SIZE	BOTANICAL NAME	TAG EVERY 10 PLANTS SAME TYPE COMMON NAME	Size
			TREES		
CS	4	15GC	Celtis sinensis	Chinese Hackberry	60'h, 30'w
PS	2	15GC	Pistacia chinensis	Chinese Pistacia	60'h, 30'w
			SHRUBS		
NO	16	5GC	Nerium oleander	Oleander " Petite Pink" (s)	3'h, 3' w
CP	6	5GC	Cistus purpurus	Orchid Rockrose	4'h, 4'w
			Groundcover		
GA		FLATS	Gazania 12" on ctrs	Sunrise Yellow	
TJ		1GC	Trachelospermum jasminoids	Star Jasmine 2' on ctrs	2' h, 2' w

Water Use Calculation

Water Use	Plant Key	Square Feet of Planting Area	Water Use Factor	Use Value in Square Feet
High		0	1.0	0
Medium	T4, CS	1,480	1.0	1480
Low	GA,NO,PS,CP	400	0.4	160
	Totals	1,840		1,640

Shading Calculations

Tree Key	Full 100%			3/Qtr 75%			Half 50%			Qtr 25%		
	# Trees	SF /Tree	Total SF	# Trees	SF /Tree	Total SF	# Trees	SF /Tree	Total SF	# Trees	SF /Tree	Total SF
PS Pistacia Chinensis	0	963	0	2	721	1,442	0	481	0	0	240	0
Total Area in SF			0			1,442			0			0

Project Shading Total in SF	1,442
Parking Lot Area Total in SF	3,500
Percent Shaded	41%
Shading Requirement	30%

GRAPHIC SCALE

20 0 10 20

(IN FEET)

1 inch = 20 feet

PLANT LEGEND

- GROUNDCOVER
- SHRUBS
- BROADLEAF TREE
- GROUNDCOVER KEY
- PLANT AMOUNT KEY

LANDSCAPE PLAN

REVISIONS	BY

RUDY YADAO
Landscape Architect
Calif. Lic. 1559 AIA, LA, ASLA Nev. Lic. 93
8331 Red Oak Street
Roseville, California 95661
(916) 774-9401 Office (916) 774-9999 Fax
rudyyadao@sbcglobal.net

PROJECT:
WAREHOUSE BUILDING
3382 LUYUNG DR
RANCHO, CORDOVA, CALIFORNIA

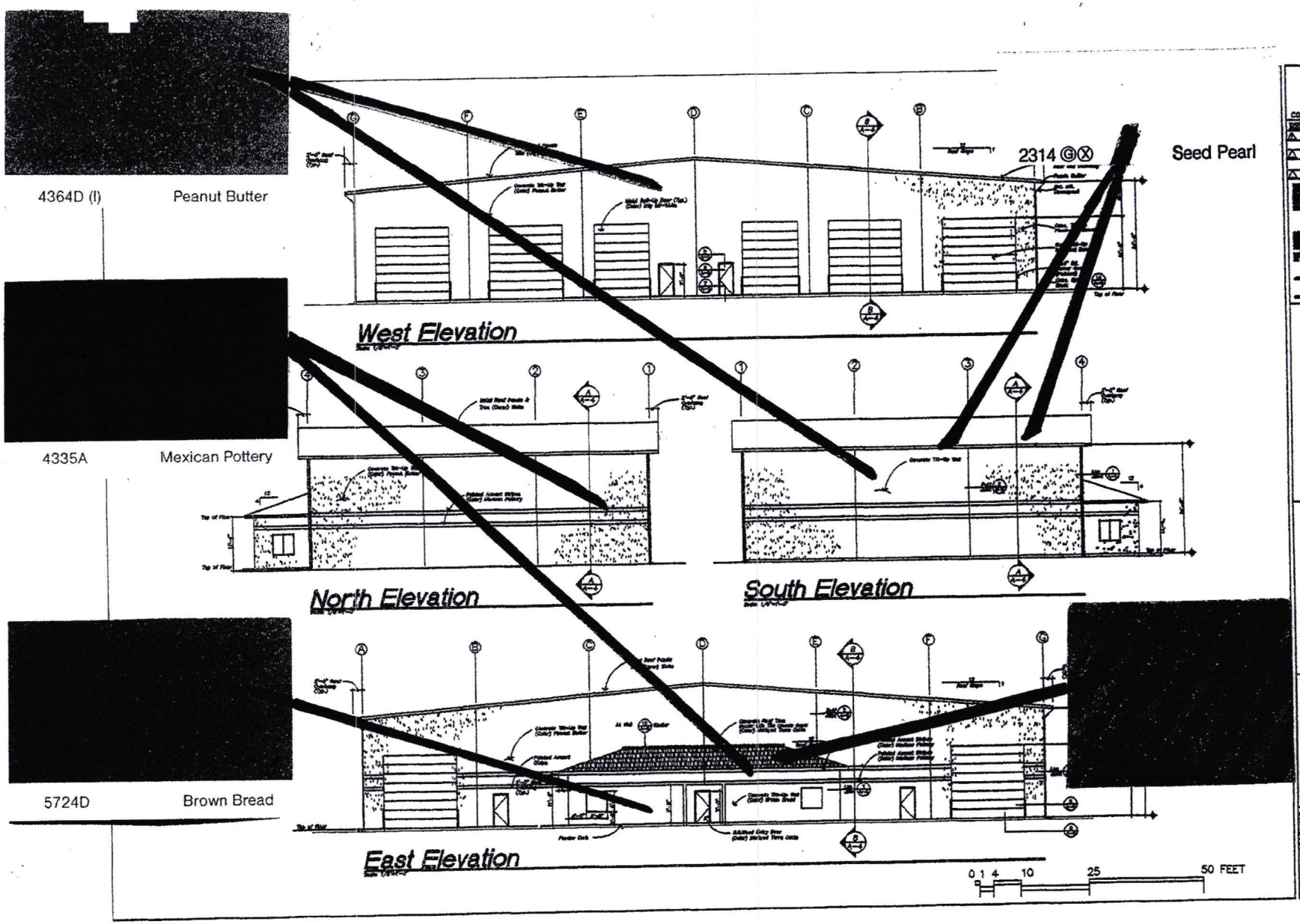
Drawn By: Rudy Yadao

Scale: 1" = 20'

Date: 1-22-04

Job #: 04-03

Sheet: L-1


4364D (I)
Peanut Butter
4335A
Mexican Pottery
5724D
Brown Bread
2314 ⓖⓧ
Seed Pearl
West Elevation
North Elevation
South Elevation
East Elevation
0 1 4 10 25 50 FEET
CONSULTANT
REVISIONS
Bud Goldberg Architect
WAREHOUSE BUILDING
3382 LUYUNG DRIVE
RANCHO CORDOVA CA.
BUILDING ELEVATIONS
A-3

The exhibit (s) or attachment (s) for this item is (are) on file in the City Clerk's Office for review by the public.

Attachment 2 (Project Elevation & Landscape Plans) and Attachment 3 (Proposed Building Colors for Holtzman Warehouse

Council Members, please find above item(s) attached to your agenda packet.

Agenda Item: 13

B. **Consideration of the Design Review for HOLTZMAN WAREHOUSE – Project No. RC-04-076:**

Assistant Planner, Kathleen Franklin presented the staff report and recommended the Planning Commission recommend to the City Council denial of the Holtzman Warehouse Design Review project subject to the Findings as presented in the June 21, 2004 staff report for project number RC-04-076. Chair Smith opened the public hearing and took testimony from Tommy Holtzman, Project Applicant and Bud Goldberg, Architect, who is in favor of the project.

The Commissioners had the following concerns and comments:

- How many employees will you have? None, it's all storage.
- Is there a possibility of putting in a cosmetic window and also if the applicant could extend the office a few feet out on either end and add an entrance door on either side, it would change the esthetics of the front of the building.
- Regarding the previous warehouse that was reviewed, is there any sense of what the additional expense was for the changes made from the original proposal? No.
- Is it possible to add landscaping? There are oak trees, junipers and cobbles that may not be showing on the plans.
- Can an architectural feature be added to the building such as trellises, stainless steal or brushed bronze address numbers 3 or 4 feet high? Address numbers can be added.
- Can the office be placed inside the warehouse portion of the building instead of being extended outward, and use the money saved to add additional features to the outside of the building?
- Can a suggestion be made to continue this project with the opportunity to discuss with planning department the landscaping and simple lot extensions of the esthetics of the building and the new visions we are attempting to project for Rancho Cordova. Applicant prefers to move onto the next meeting to be reviewed by the City Council.

The Commissioners felt the above concerns and comments were adequately addressed by staff.

Action:

Motion: Commissioner Konarski moved, seconded by Commissioner Savorn to recommend the Planning Commission recommend to the City Council denial of the Holtzman Warehouse Design Review project subject to the Findings as presented in the June 21, 2004 staff report for project number RC-04-076.

Vote on the Motions:

AYES:	Konarski, Moe, Savorn, Smith
NOES:	None
ABSTAIN:	Vance, Wentz
ABSENT:	None

There being 6 Ayes, 0 Noes, 2 Abstains and 0 Absents, the motions are hereby declared to be passed.

City Council Report

Date: July 19, 2004
Project: Development Agreements for project in the Sunridge Park and Villages of Zinfandel project areas.
Request: City Approval of Development Agreements
Location: Anatolia I and II are located east of Sunrise Blvd south of Douglas Road, Sunridge Park is located south of Douglas Road, between Americanos Road and Jaeger Roads and the Villages of Zinfandel are located South of International Drive and Zinfandel Drive.
Planner: William Campbell, Principal Planner

APPLICANTS/OWNERS/DEVELOPERS:

- Rancho 80, LLC, a California limited Liability Company.
- Woodside Sunridge Inc. , a California Corportation.
- Sunridge Park Limited Partnership, a California limited partnership.
- Beazer Homes Holdings Corporation, a Delaware corporation.
- GMAC Model Home Finance, Inc., a Virginia corporation.
- GMAC Model Home Finance, Inc., a Virginia corporation, and Lennar Renaissance, Inc, a California corporation.
- Elliott Homes, an Arizona corporation

Recommendation:

Planning Commission recommends the City Council approve all the Development Agreements, as submitted.

Project Description:

The Developers are proposing a Development Agreement (DA) for their respective projects in order to comply with certain conditions of approval for the Anatolia I and II, Sunridge Park and Villages of Zinfandel developments. The DA formalizes the requirements to pay certain fees associated with on-going police protection, future park development within the project areas and the restoration of existing parks in the community. The City has adopted several DA's that address the same issues, and under the same conditions and terms.

Analysis:

Authorization to Enter into a Development Agreement

Development Agreements are authorized by state law (Government Code Section 65864 *et seq.)* to strengthen the public planning process, encourage comprehensive planning and reduce economic risks of development. A Development Agreement allows an owner or developer of land to lock in, or as it is known in land use law to "vest" certain rights to proceed with its development in accordance with policies, rules, regulations and project approvals. In effect when the Development Agreement is approved, a developer gets the certainty that, subject to some limitations, the City will not apply adopt new laws to the developer's project. In exchange for entering into a Development Agreement, a City generally gets valuable commitments from a developer such as additional fees to provide public services or dedications of land to build public improvements.

Consistent with state law, the City of Rancho Cordova has adopted certain requirements, which must be satisfied in order for the City Council to approve a Development Agreement. The requirements from Section 112-140(c) of the Municipal Code are listed below in plain text, followed in *italics* by evidence that staff believes establishes that each requirement is satisfied:

(1) The development agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan;

The Development Agreements are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan and the Villages of Zinfandel Special Planning Area in that (a) the land use designation for the Anatolia I and II, Sunridge Park and Villages of Zinfandel sites are Low Density Residential and the proposed projects are consistent with that land use, (b) the projects are consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan and the Villages of Zinfandel Special Planning Area with respect to provisions of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan and the Villages of Zinfandel Special Planning Area.

(2) The Development Agreements are consistent with the goals and objectives and general land uses specified in any applicable community plan;

The Development Agreements are compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the subdivision is located in that the project approvals include the Rezoning of the Property as adopted by the City on July 1, 2003 by City Resolution No. 07-2003, City Urgency Ordinance No. 01-2003, and Ordinance 1-2004 adopted on January 15, 2004.

(3) The Development Agreements are in conformity with public convenience, general welfare, and good land use practices;

The Development Agreements are in conformity with public convenience, general welfare and good land use policies in that the projects will implement land use guidelines set forth in the Sunridge Specific Plan, the Villages of Zinfandel Special Planning Area and the General Plan, which have planned for residential uses at this location.

(4) The Development Agreements will not be detrimental to the health, safety and general welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole;

The Development Agreements will not be detrimental to the health, safety and general welfare in that the projects will proceed in accordance with all the programs and policies of the Sunridge Specific Plan and the Villages of Zinfandel Special Planning Area. The impacts of the developments on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

(5) The Development Agreements will not adversely affect the orderly development of property or the preservation of property values;

The Development Agreements will not adversely affect the orderly development of property or the preservation of property values in that the project would be consistent with the General Plan and with the Sunridge Specific Plan and the Villages of Zinfandel Special Planning Area.

(6) The Development Agreements are consistent with the provisions of Government Code Sections 65864 through 65869.5

The Development Agreements include all the substantive elements and has been processed consistent with all the procedural requirements of Government Code Sections 65864 through 65869.5.

Critical Provisions of the Development Agreement

This section of the report briefly highlights critical provisions of the proposed Development Agreements. Except for the DA Amendment for the Villages of Zinfandel, all the DA's provide for assessments for the Police Service, Existing Park Renovation and New Park Improvements. The Village's DA is amended to reflect the changes to the Land Use Map and the new assessments for Police Services and existing park renovation. These agreements are all very similar to the ones previously approved by the City.

Police Tax. The Developer is agreeing to vote in favor of a new $250 per residential

parcel special tax to pay for additional police services. The tax will be payable beginning in the year following issuance of the building permit for each residential lot. This tax and the police services that will be financed were approved on the July 1, 2003 by the City Council.

Fees to Renovate Existing Parks in Rancho Cordova. The Developer is agreeing to pay the City $733 per residential unit, at or before the time the City issues each residential building permit for the property. Funds from this fee will be used by the City to pay for the renovation, repair, improvement or maintenance of existing parks anywhere in the City of Rancho Cordova.

Fees for Development of New Parks. The Developer is in the process of negotiating an agreement with the Cordova Recreation and Park District. The Developer intends to pay the Park District $3,000 per residential parcel for the Park District to construct new parks and recreational facilities. Payment of this fee will satisfy the Developer's financial obligations under certain conditions of approval identified in the Agreement, which relate to new park development.

Term. The term of the Development Agreement is unique to each document. Ten years is a common term for development agreements; however, the term can vary up two twenty years.

Use of the Property and Permitted Uses. The Development Agreement vests the Developer's right to build out the project consistent with the existing regulations regarding the uses, density, intensity, height and size of proposed buildings, and the absence of phasing or development timing requirements. If the City changes its laws with respect to these issues, the new laws will generally not apply to the project for the duration of the Development Agreement.

Development Fees. The Developer will pay new development, connection and mitigation fees that are imposed on a City-wide basis or that apply uniformly to all property in the City zoned consistent with the property. Project specific development, connection and mitigation fees are limited to those in effect on the effective date of the Development Agreement and the above described fees specifically provided for under the Agreement.

Processing Fees and Charges. The Developer will pay the processing, plan checking and inspection fees in effect at the time the work is done, and will not be limited to the fees and charges for these services that are currently in effect.

Planning Commission Hearing:

The Planning Commission on July 8, 2004 conducted a public hearing to consider the adoption of seven Development Agreements for varies projects in the SunRidge Specific Plan and the Villages of Zinfandel. No one spoke in opposition to the agreements. At the conclusion of the hearing, the Planning Commission unanimously approved the agreements (5-0) and recommended their approval to the City Council.

Environmental Analysis

The key environmental issues for this project were addressed in the Environmental Impact Reports for Sunridge Specific Plan and the Villages of Zinfandel Special Planning Area. The EIR's included site specific mitigation measures and references the mitigation measures within the MMRP prepared for the Specific Plan and the SPA. The Development Agreement was made part of the project's approval conditions, and therefore the Agreement itself would not have an environmental impact.

Financial Impacts

The Development Agreements have a net, positive financial impact on the City. The total financial impact is expected to generate adequate funds for renovating existing parks in the community, up-grading future park improvements in the new projects and providing additional funds for maintaining police services in the City.

Recommended Motions

Move to introduce Ordinance No. 38-2004 for first reading and waive reading of the body of the Ordinance and approve the Development Agreements for the Sunridge Specific Plan and the Villages of Zinfandel projects, subject to the findings listed within the staff report, and as submitted in Attachments 1-7.

ATTACHMENTS

1. Ordinance No. 38-2004 with Exhibit A (Draft Development Agreement for Rancho 80), Exhibit B (Draft Development Agreement for Woodside Sunridge Inc. a California Corporation), Exhibit C (Draft Development Agreement for Sunridge Park Limited Partnership), Exhibit D (Draft Development Agreement for Beazer Homes Holdings Corporation), Exhibit E (Draft Development Agreement for GMAC Model Home Finance, Inc., a Virginia corporation, and U.S. Home Corporation, a Delaware corporation), Exhibit F (Draft Development Agreement for GMAC Model Home Finance, Inc., a Virginia corporation, and Lennar Renaissance, Inc.), Exhibit G (Draft Development Agreement for Elliott Homes).

Attachment 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 38-2004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING SEVEN DEVELOPMENT AGREEMENTS FOR PROJECTS IN THE SUNRIDGE SPECIFIC PLAN AND THE VILLAGES OF ZINFANDEL SPECIAL PLANNING AREA.

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

Section 1: Recitals

A. 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 Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property that is the subject of the development project application to enter into a development agreement, establishing certain development rights in such property.

B. The properties at issue in the proposed development agreements (the "Development Agreements") subject to this Ordinance are located within the SunRidge Specific Plan and the Villages of Zinfandel Special Planning Area, which are designated as Low Density Residential by the General Plan and the Community Plan.

C. Each of the Development Agreements between the City and the developer of the property subject to this Ordinance, one of which Development Agreements (i.e., the Villages of Zinfandel Development Agreement) is being amended, has been presented to the City Council, by ordinance, a copy of which ordinances are attached hereto as Exhibits A-G.

D. On July 8, 2004, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867, and recommended that the City Council approve the Development Agreements.

E. On July 19, 2004, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

F. In 2002, Sacramento County ("County") certified as adequate and complete the Final EIR (the "EIR") for the SunRidge Specific Plan and Zoning Ordinance for the Sunridge Park and Anatolia I and II projects.

G. Pursuant to the California Environmental Quality Act (CEQA), Initial Studies and Mitigated Negative Declarations have been prepared for the Sunridge Park and Anatolia I and II Tentative Subdivision Maps, which concluded that: (a) the Sunridge Park and Anatolia projects will not have a significant impact on the environment due to the mitigation measures adopted by the City and for the following reasons: i) they will not have the potential to degrade the quality of the environment or negatively impact fish or wildlife species, including plants, or damage archaeologically significant resources; ii) they will not result in considerable cumulative impacts on the environment; iii) they will not result in environmental effects that directly or indirectly cause substantial adverse effects on human beings; and iv) the environmental impacts of these projects have been reduced to a less than significant level; and (b) that the preparation of an environmental impact report pursuant to CEQA was not required.

H. The Villages of Zinfandel Final EIR (FEIR) was certified by the Sacramento County Board of Supervisors on February 11, 1998. The FEIR was designated a "Master" EIR, pursuant to Public Resources Code section 21157 (FEIR, Vol. 1, p. 3.10). The Master EIR evaluated the cumulative impacts, growth-inducing impacts and irreversible significant effects on the environment of specific, subsequent projects according to the County's General Plan and zoning designations within the Special Planning Area.

I. The Villages of Zinfandel development agreement that is subject to this Ordinance was entered into on May 28, 2003 between Elliott Homes and the County of Sacramento, and recorded in Book 20030408, page 2493. The development agreement is being amended by the City, as successor in interest to the County, and Elliott Homes, with respect to the Village No. 8 portion of the Villages of Zinfandel development (also known as the "Alexander Collection at Stonecreek"), to reflect the City's approval of a General Plan Amendment on December 15, 2003, reflecting a change in the land use designation from Medium Density Residential to Low Density Residential on the Village No. 8 property.

Section 2: Findings and Determinations

Therefore, on the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the City of Rancho Cordova's General Plan, (c) the SunRidge Specific Plan, the County's EIR, the City's Mitigated Negative Declaration, Villages of Zinfandel FEIR and the Villages of Zinfandel Special Planning Area, and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreements are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, the SunRidge Specific Plan and the Villages of Zinfandel Special

Planning Area in that (a) the land use designations for the project sites are Low Density Residential, (b) the projects are consistent with the fiscal policies of the General Plan and the adopted plans with respect to provision of infrastructure and public services, and (c) the Development Agreements include provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the adopted plans.

B. The Development Agreements are compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property subject to the Development Agreements is located, in that the approvals of the projects include (i) the Rezoning of the Anatolia I and II properties, adopted by the County in 2002, as adopted by the City on July 1, 2003 by City Resolution No. 07-2003 and City Urgency Ordinance No, 01-2003; (ii) the Rezoning of the Sunridge Park property, adopted by the City on January 20, 2004 by City Resolution No. 01-2004; and (iii) the Rezoning of the Zinfandel Special Planning Area on December 15, 2003 by City Ordinance 29-2003 and General Plan Amendment, as adopted by the City on December 15, 2003, by Resolution No. 82-2003.

C. The Development Agreements are in conformity with public convenience, general welfare and good land use policies in that the Anatolia I and II, Sunridge Park and Villages of Zinfandel projects (the "projects") will implement land use guidelines set forth the General Plan, as well as the SunRidge Specific Plan and the Villages of Zinfandel Special Planning Area, respectively, which have planned for residential uses at the locations subject to the Development Agreements.

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

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

F. The 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: Approval

The City Council hereby approves the Development Agreements (Exhibits A-G) and authorizes the City Manager to execute them after the effective date of the amendments in Section 4, below.

Section 4: **Amendment of the Zoning Code**

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

"101-803. Development Agreement between the City and Rancho 80, LLC, a California limited liability company.

"101-804. Development Agreement between the City and Woodside Sunridge Inc, a California Corporation.

"101-805. Development Agreement between the City and Sunridge Park Limited Partnership, a California limited partnership."

"101-806. Development Agreement between the City and Beazer Homes Holdings Corporation, a Delaware corporation."

"101-807. Development Agreement between the City and GMAC Model Home Finance, Inc., a Virginia corporation, and U.S. Home Corporation, a Delaware corporation."

"101-808. Development Agreement between the City and GMAC Model Home Finance, Inc., a Virginia corporation, and Lennar Renaissance, Inc, a California corporation."

"101-809. Villages of Zinfandel Development Agreement between the County of Sacramento and Elliott Homes, an Arizona corporation, as amended by the City and Elliott Homes."

Pursuant to Government Code section 57376, the City Council hereby declares its intention that Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, as amended, shall supercede Title I, Chapter 1, Article 4 of the Rancho Cordova Zoning Code previously in effect.

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: **Effective Date and Publication of Ordinance Summary**

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

* * * * *

PASSED, APPROVED AND ADOPTED this 2nd day of August, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
LINDA BUDGE, MAYOR

ATTEST:

APPROVED TO FORM

_____
LILLIAN HARE
CITY CLERK

_____
STEVEN R. MEYERS
CITY ATTORNEY

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

DEVELOPMENT AGREEMENT

By and between

the City of RANCHO CORDOVA

AND

RANCHO 80, LLC RELATIVE

TO SUNRIDGE PARK RC-03-001

Exhibit A

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DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND RANCHO 80, LLC
RELATIVE TO SUNRIDGE PARK

This Development Agreement is entered into this _____ day of _____, 2004, by and between the City OF RANCHO CORDOVA, a municipal corporation ("City"), and RANCHO 80, LLC, a California limited liability company ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. **Property**. Landowner holds legal interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property").

3. **Public Hearing**. On October 20, 2003, the City Council designated itself as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867. The City Council also considered this Agreement and recommended that the City Council approve this Agreement.

4. **Environmental Impact Report**. In 2002, Sacramento County ("County"), certified, as adequate and complete the Final EIR (the "EIR") for Sun Ridge Specific Plan. A "Mitigated Negative Declaration" ("MND") for the Rezoning, Tentative Subdivision Map and Development Agreement for Sunridge Park (the "Project"), was approved by the City on January 20, 2004, by Resolution No. 01-2004. The Mitigation Measures in the EIR and the MND are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

5.1 The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003;

5.2 The SunRidge Specific Plan adopted by County, as adopted by the City on July 1, 2003 by City Resolution No. 06-2003 (the "Specific Plan");

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

5.4 The Rezoning of the Property adopted by City on January 20, 2004 by City Resolution No. 01-2004;

5.5 The Tentative Subdivision Map for Sunridge Park, approved by the City on January 20, 2004 by Resolution No. 01-2004; and

5.6 This Development Agreement, as adopted by City Ordinance No. 38-2004 (the "Adopting Ordinance").

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

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

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

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term**.

5.1 **Effective Date**. The effective date of this Agreement ("Effective Date") is _____, 2004, which is the effective date of City Ordinance No. 38-2004, adopting this Agreement.

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

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

6. **Use of Property**.

6.1 **Right to Develop**. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop of the Property shall

be subject to subsequent approvals, provided that any, conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

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

> Single-Family, Low Density Residential 80 units on 15.4 acres all as set forth in Exhibits B-1 and B-2. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

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

6.4 Additional Conditions.

6.4.1 New Park Development Fees. The Landowner is in the process of negotiating an agreement with the Cordova Recreation and Park District ("Park District"). The Landowner intends to agree to pay the Park District the sum of $3,000 (three thousand dollars) for each residential parcel shown on the final maps for the Property. This fee shall be used by the Park District to construct new parks and recreational facilities, including park frontage improvements. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. In the event that the District does not collect all or any portion of the $3,000 per parcel fee described in this Section, the

Landowner agrees that the City shall have the right to require Landowner to pay the fee to the City prior to issuance of each building permit for the Property. The City intends to agree with the District about the distribution to the District, of fees it collects under this Section. The City agrees that payment of the $3,000 per parcel fee for all of the residential parcels on the Property to either the District or to the City shall satisfy the Landowners financial obligations for the Property under Section 607-15A3, Condition of Approval A-3 of SZC 2002-0015. This payment is made voluntarily by the Landowner. It is in addition to any dedication obligations or in lieu fee obligations of Landowner pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any fees, or dedication obligations, required of Landowner under the Quimby Act.

6.4.2 Existing Park Renovation Fees. The Landowner agrees that it shall pay the City the total sum of $733 (seven hundred thirty three dollars) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section.

6.4.3 Police Tax. The Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of $250 annually per residential parcel or residential parcel equivalent. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price, Index is discontinued, or revised, such other government index or computation With which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had hot been discontinued or revised. The special tax shall be payable annually following issuance of building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for the Project.

7. Applicable Rules. Regulations and Official Policies.

7.1 Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of

development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force and effect on the Effective Date of this Agreement.

7.2 Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all the other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time the applicable permit approval is granted. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

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

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

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

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

8.2 Development Impact Fees. Exactions and Dedications. Except as otherwise provided herein including Section 6.4, any and all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to be paid by Landowner to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") shall be the Exactions authorized as of the Effective Date; provided, however, Landowner shall pay any Exactions authorized by City after the Effective Date provided that said Exactions otherwise comply with applicable law, and which are either (i) required on a City-wide basis, or (ii) which apply uniformly to all properties within the City which are zoned consistent with the Project Approvals, or (iii) which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost

thereof may be provided by Landowner or by a Community Facilities District or other such financing mechanism, subject to and in accordance with the provisions thereof.

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

9. Community Facilities District.

9.1 Community Facilities District Formation. City and Landowner intend to cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the improvements or facilities described in Exhibit C attached hereto (the "CFD Improvements").

9.2 Issuance of Bonds. City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to effect the purposes of this Section.

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

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

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

10. Amendment or Cancellation.

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

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

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

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

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

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

12. Annual Review.

12.1 Review Date. The annual review date for this Agreement shall be on or about August 15 and each August 15 thereafter.

12.2 Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice on or about June 15, 2005 and each June 15 thereafter that the City intends to undertake such review. Landowner shall provide evidence to the Planning Director within 30 days of City's notice to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

12.3 Staff Reports. City shall deposit in the mail and fax to Landowner a copy of all staff reports, and related exhibits concerning contract performance at least three (3) days prior to any annual review and shall make every effort to fax copies five (5) days in advance.

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

13. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." Provided, 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 paragraph 13.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1 Procedure Regarding Default.

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

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

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

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

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

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

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

15. Mortgagee Protection: Certain Rights of Cure.

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

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

the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

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

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

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

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

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

20. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of

this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

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

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

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

24. Insurance.

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

24.2 Workers Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide

Workers Compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

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

25. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

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

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

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

City Manager
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

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

Rancho 80, LLC
c/o Syncon Homes
1508 Eureka Road, Suite 230
Roseville, CA 95661

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

28. Form of Agreement: Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Unit), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of fourteen (14) pages and seven (7) exhibits, which constitute the entire understanding and agreement of the parties.

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

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ of _____, 2004 and Landowner has caused this Agreement to be executed.

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: _____

RANCHO 80, LLC
a California limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT LIST

Exhibit A-1	- Legal Description of the Property
Exhibit A-2	- Diagram of the Property
Exhibit B-1	- Land Use Map for the Property
Exhibit B-2	- Land Use Table
Exhibit C	- CFD Improvements
Exhibit D	- Sunridge Park Tentative Subdivision Map
Exhibit E	- Form of Assignment

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
RANCHO 80 LLC DEVELOPMENT AGREEMENT

All that certain real property situate in Fractional Section 9, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being a portion of Lot 3 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5, Sacramento County Records and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 3; thence from said **POINT OF BEGINNING** along the North line of said Lot 3, North 89°23'21" East a distance of 959.01 feet; thence leaving said North line of said Lot 3 for the following ten (10) arcs, courses and distances:

1. South 00°24'56" East a distance of 118.21 feet to a point of curvature;
2. from a radial line which bears South 27°09'33" East, 11.59 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 33°11'28" to a point of reverse curvature;
3. thence 6.00 feet along the arc of a tangent 226.00 foot radius curve to the left through a central angle of 01°31'16";
4. South 04°30'39" West a distance of 40.00 feet to a point of curvature;
5. from a radial line which bears North 04°30'39" East, 7.06 feet along the arc of a non-tangent 186.00 foot radius curve to the right through a central angle of 02°10'24" to a point of reverse curvature;
6. 9.34 feet along the arc of a tangent 226.00 foot radius curve to the left through a central angle of 02°22'00" to a point of reverse curvature;
7. 7.68 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 22°00'39";
8. South 00°24'56" East a distance of 350.54 feet;
9. South 89°35'04" West a distance of 754.50 feet; and
10. South 00°24'56" East a distance of 144.00 feet to a point on the South line of said Lot 3;

thence along said South line of Lot 3, South 89°35'04" West a distance of 207.50 feet; thence along the West line of said Lot 3, North 00°24'56" West a distance of 654.52 feet to the Point of Beginning.

Containing 11.968 acres of land, more or less.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This description is for a **development agreement only** and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729

(2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires December 31, 2005

Date: _____

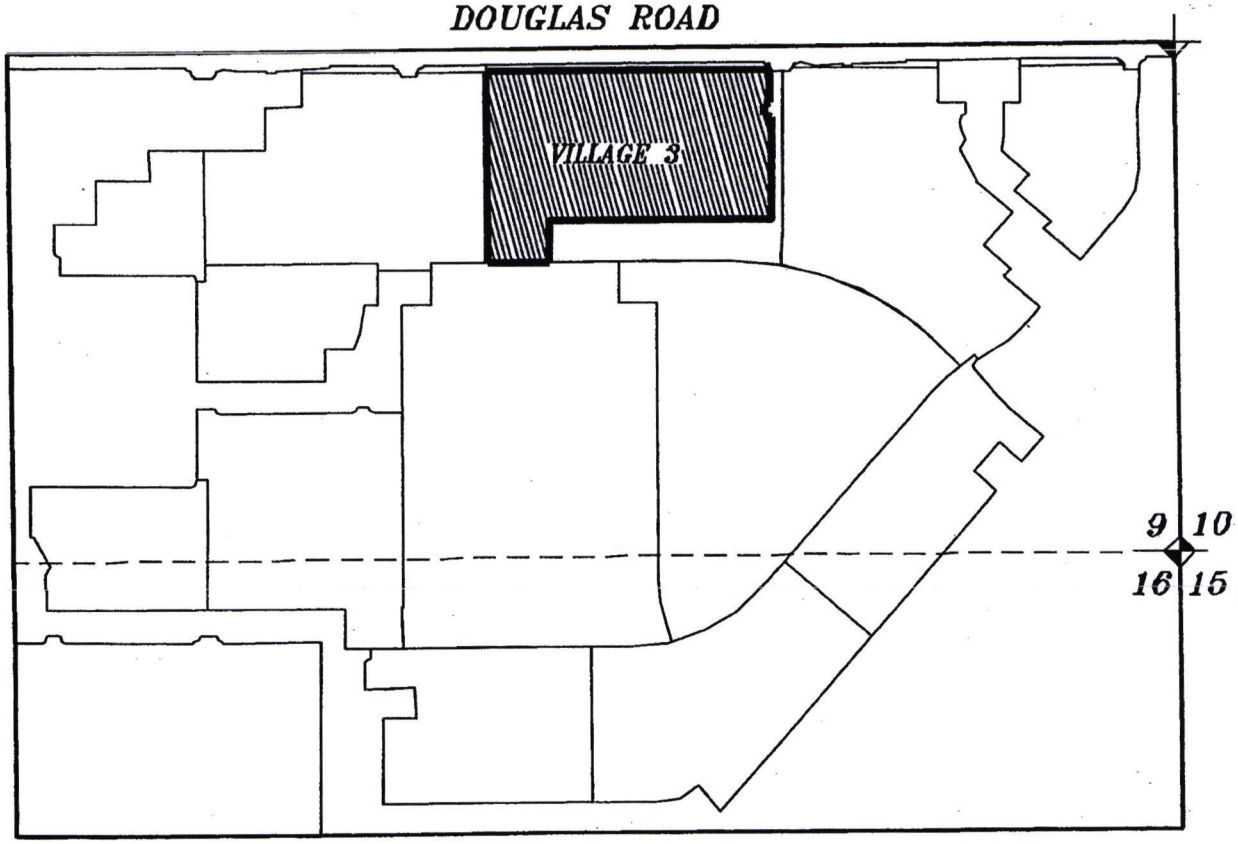
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGE NO. 3
RANCHO 80 LLC,
DEVELOPMENT AGREEMENT
PORTION OF LOT 3 OF 326 B.M. 5
SEC. 9, T.8 N., R.7 E., M.D.M.,

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1" =600'

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-DA\Geomatics\plats to accompany\SUN-PRK-DEV-AGREE.dwg 5/04/04 11:38am jkrage

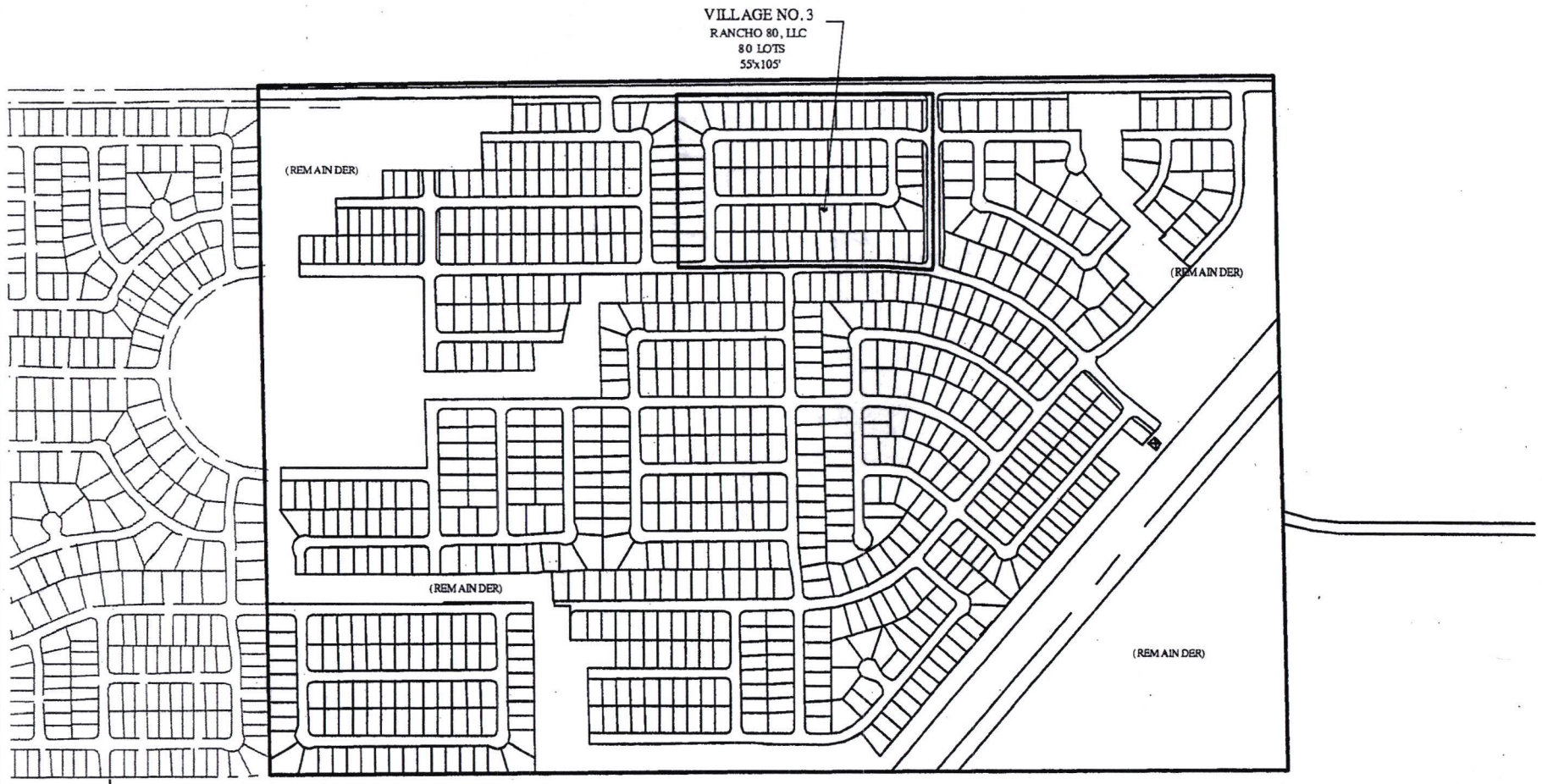
PROPERTY OWNERS EXHIBIT

SUNRIDGE PARK

VILLAGE 3 AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

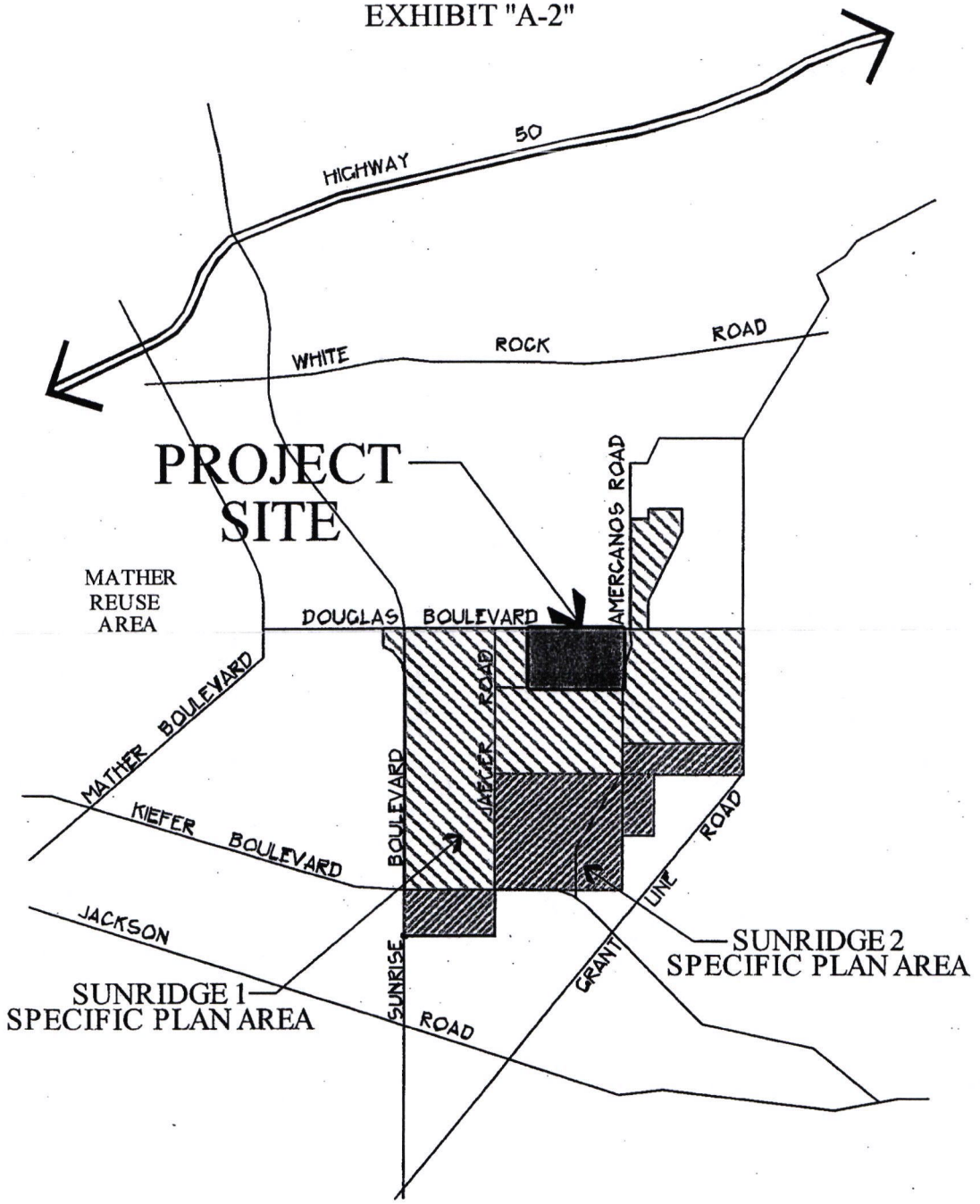
LOCATION MAP

SUNRIDGE PARK

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 2004

EXHIBIT "A-2"



NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT B-1

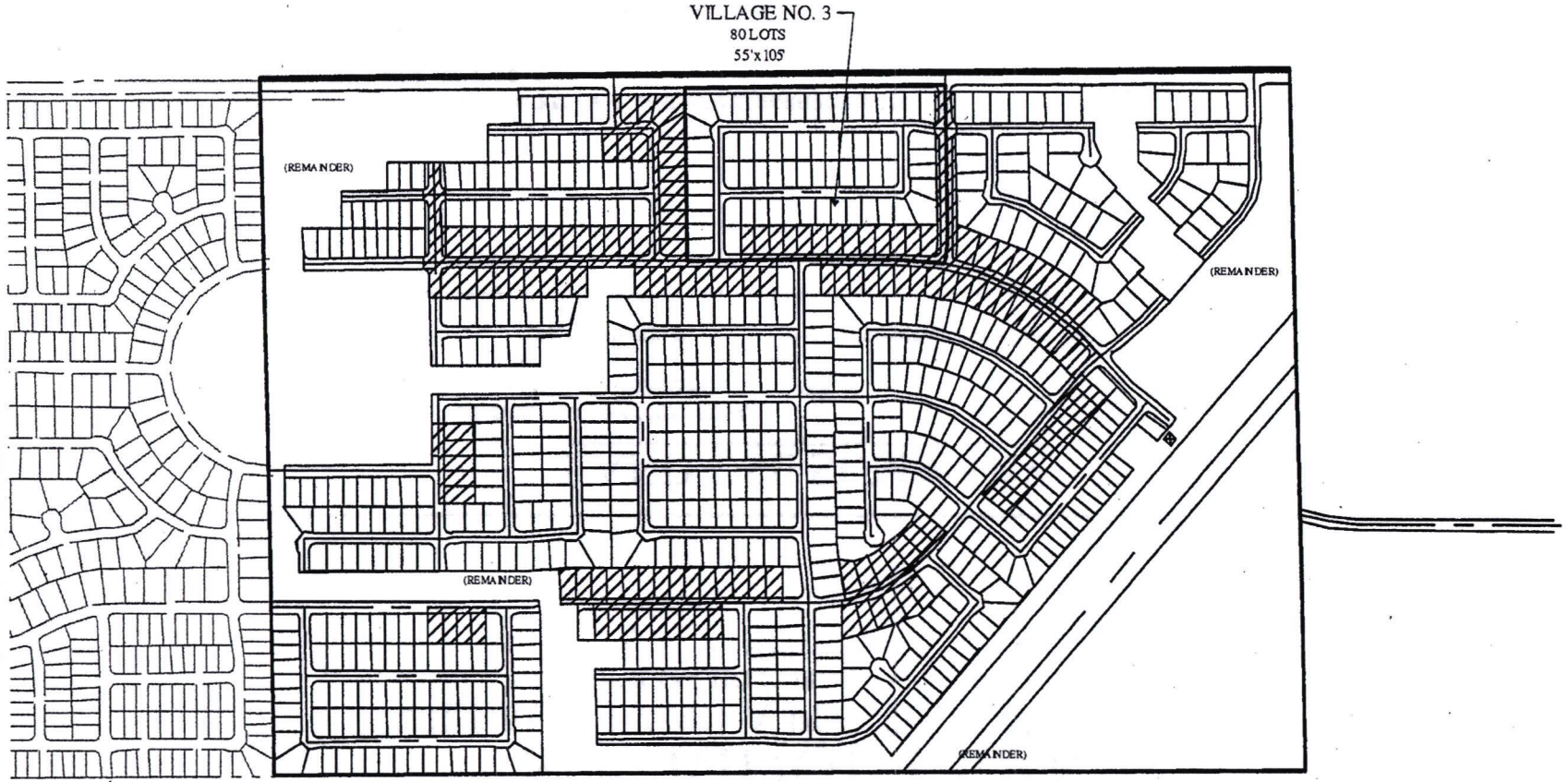
LAND USE MAP

SUNRIDGE PARK

VILLAGE 3 AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004



NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT B-2

LAND USE SUMMARY
SUNRIDGE PARK
VILLAGE 3 AND A PORTION OF UNIT A
CITY OF RANCHO CORDOVA, CALIFORNIA
APRIL 15, 2004

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (N)	ACRES (G)	UNITS
UNIT A	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X105' TYP.)	14.2	15.4	80
TOTAL			14.2	15.4	80

GROSS ACREAGE INCLUDES ALL MINOR STREETS & LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR STREETS ONLY.

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 66456.1(a) OF THE SUBDIVISION MAP ACT.
2. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. PARK FEES FOR RD-10 LOT WILL BE DEFERRED UNTIL ACTUAL SITE DEVELOPMENT APPROVAL.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT "C"
LIST OF
AUTHORIZED FACILITIES

Roadway, Joint Trench Utilities, Local Drainage, Landscaping and Soundwalls

1. Douglas Road: Jaeger Road to Americanos Road
2. Douglas Road at Jaeger Road
3. Chrysanthy Boulevard: Anatolia I boundary to Jaeger Road
4. Chrysanthy Boulevard at Jaeger Road
5. Jaeger Road: Douglas Road to Chrysanthy Boulevard
6. Douglas Road at Americanos Road
7. Americanos Road: Douglas Road to West Boundary
8. Douglas Road at Zinfandel Drive
9. Sunrise Boulevard: Kiefer Boulevard to SR 16
10. Sunrise Boulevard at Kiefer Boulevard
11. Sunrise Boulevard at SR 16
12. Sunrise Boulevard at Grant Line Road
13. Grant Line Road at SR 16
14. Grant Line Road at White Rock Road
15. SR 16 at Bradshaw Road
16. SR 16 at Eagle's Nest Road
17. SR 16 at Excelsior
18. SR 16: Sunrise Boulevard to Grant Line Road
19. Alta Sunrise Reliever: Douglas Road to US 50
20. Zinfandel Drive Extension
21. Sunridge Park Collector Roads

Utility Improvements

22. Any and all major Water facilities necessary to provide water service to Sunridge Park
23. Any and all major Sewer facilities necessary to provide sewer service to Sunridge Park
24. Any and all major Drainage facilities necessary to provide drainage for Sunridge Park

Park Improvements

25. Any and all park improvements within Sunridge Park

Other

26. Sunridge Specific Plan Water Fees for Sunridge Park
27. Sunridge Specific Plan Sewer Fees for Sunridge Park
28. Sunridge Specific Plan Road Fees for Sunridge Park
29. Sunridge Specific Plan Park Development Fees for Sunridge Park

30. Consultant fees, application fees, processing fees, and document production costs associated with the CFD preparation and processing of Public Facilities Reports, Engineering Studies, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sale process.

31. Any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing District facilities that are primarily for the benefit of the District; or 2) repair or rehabilitate existing District facilities.

###

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

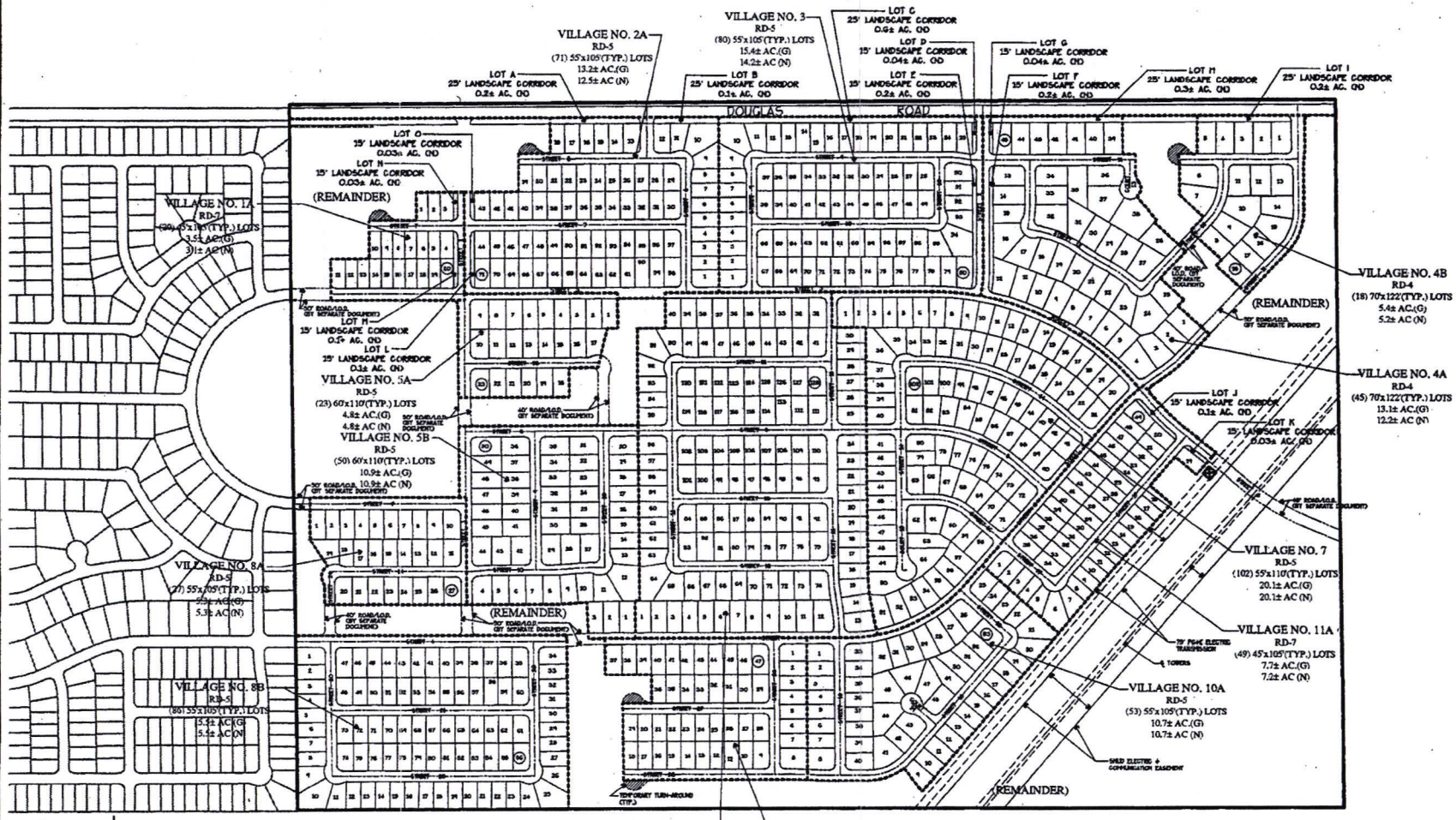
SUNRIDGE PARK

EXHIBIT "D"

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 9, 2003

(REVISED DECEMBER 16, 2003)



WOOD RODGERS

ENGINEERING • PLANNING • MAPPING • SURVEYING

3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816

PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT "E"

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO SUNRIDGE PARK PROJECT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this day of , 2004 , by and between RANCHO 80 LLC, a California limited liability company (hereinafter "Developer"), and _____ , a _____ (hereinafter "Assignee").

RECITALS

A. On _____, 2004, the City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and Rancho 80, LLC Relative to the Development Known as Sunridge Park (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 2004, as Instrument No. 2004- .

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

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

_____

_____

_____

Attn: _____

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

DEVELOPER:

RANCHO 80, LLC
a California limited liability company

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

By: _____

Printed Name: _____

Title: _____

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

DEVELOPMENT AGREEMENT

By and between

the City of RANCHO CORDOVA

AND

WOODSIDE SUNRIDGE, INC

RELATIVE TO SUNRIDGE PARK RC-03-001

Exhibit B

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DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND WOODSIDE SUNRIDGE, INC
RELATIVE TO SUNRIDGE PARK

This Development Agreement is entered into this _____ day of _____, 2004, by and between the City OF RANCHO CORDOVA, a municipal corporation ("City"), and WOODSIDE SUNRIDGE, INC, a Delaware corporation ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. **Property**. Landowner holds legal interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property").

3. **Public Hearing**. On October 20, 2003, the City Council designated itself as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867. The City Council also considered this Agreement and recommended that the City Council approve this Agreement.

4. **Environmental Impact Report**. In 2002, Sacramento County ("County"), certified, as adequate and complete the Final EIR (the "EIR") for Sun Ridge Specific Plan. A "Mitigated Negative Declaration" ("MND") for the Rezoning, Tentative Subdivision Map and Development Agreement for Sunridge Park (the "Project"), was approved by the City on January 20, 2004, by Resolution No. 01-2004. The Mitigation Measures in the EIR and the MND are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

5.1 The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003;

5.2 The SunRidge Specific Plan adopted by County, as adopted by the City on July 1, 2003 by City Resolution No. 06-2003 (the "Specific Plan");

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

5.4 The Rezoning of the Property adopted by City on January 20, 2004 by City Resolution No. 01-2004;

5.5 The Tentative Subdivision Map for Sunridge Park, approved by the City on January 20, 2004 by Resolution No. 01-2004; and

5.6 This Development Agreement, as adopted by City Ordinance No. ____-2004 (the "Adopting Ordinance").

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

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

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

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term**.

5.1 **Effective Date**. The effective date of this Agreement ("Effective Date") is _____, 2004, which is the effective date of City Ordinance No. ___-2004, adopting this Agreement.

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

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

6. **Use of Property**.

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

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

> Single-Family, Low Density Residential 475 units on _____ acres all as set forth in Exhibits B-1 and B-2. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

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

6.4 Additional Conditions.

6.4.1 New Park Development Fees. The Landowner is in the process of negotiating an agreement with the Cordova Recreation and Park District ("Park District"). The Landowner intends to agree to pay the Park District the sum of $3,000 (three thousand dollars) for each residential parcel shown on the final maps for the Property. This fee shall be used by the Park District to construct new parks and recreational facilities, including park frontage improvements. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. In the event that the District does not collect all or any portion of the $3,000 per parcel fee described in this Section, the Landowner agrees that the City shall have the right to require Landowner to pay the fee to the City prior to issuance of each building permit for the Property. The City intends to agree with the District about the distribution to the District, of fees it collects under this Section. The City agrees that payment of the $3,000 per parcel fee for all of the residential parcels on the Property to either the District or to the City shall satisfy the Landowners financial obligations for the Property under Section 607-15A3, Condition of Approval A-3 of SZC 2002-0015. This

payment is made voluntarily by the Landowner. It is in addition to any dedication obligations or in lieu fee obligations of Landowner pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any fees, or dedication obligations, required of Landowner under the Quimby Act.

6.4.2 Existing Park Renovation Fees. The Landowner agrees that it shall pay the City the total sum of $733 (seven hundred thirty three dollars) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section.

6.4.3 Police Tax. The Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of $250 annually per residential parcel or residential parcel equivalent. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price, Index is discontinued, or revised, such other government index or computation With which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had hot been discontinued or revised. The special tax shall be payable annually following issuance of building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for the Project.

7. Applicable Rules. Regulations and Official Policies.

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

7.2 Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all the other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time the

applicable permit approval is granted. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

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

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

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

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

8.2 Development Impact Fees. Exactions and Dedications. Except as otherwise provided herein including Section 6.4, any and all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to be paid by Landowner to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") shall be the Exactions authorized as of the Effective Date; provided, however, Landowner shall pay any Exactions authorized by City after the Effective Date provided that said Exactions otherwise comply with applicable law, and which are either (i) required on a City-wide basis, or (ii) which apply uniformly to all properties within the City which are zoned consistent with the Project Approvals, or (iii) which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District or other such financing mechanism, subject to and in accordance with the provisions thereof.

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

9. Community Facilities District.

9.1 Community Facilities District Formation. City and Landowner intend to cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the improvements or facilities described in Exhibit C attached hereto (the "CFD Improvements").

9.2 Issuance of Bonds. City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to effect the purposes of this Section.

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

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

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

10. Amendment or Cancellation.

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

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

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

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

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

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

12. Annual Review.

12.1 Review Date. The annual review date for this Agreement shall be on or about August 15 and each August 15 thereafter.

12.2 Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice on or about June 15, 2005 and each June 15 thereafter that the City intends to undertake such review. Landowner shall provide evidence to the Planning Director within 30 days of City's notice to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

12.3 Staff Reports. City shall deposit in the mail and fax to Landowner a copy of all staff reports, and related exhibits concerning contract performance at least three (3) days prior to any annual review and shall make every effort to fax copies five (5) days in advance.

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

13. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." Provided, 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 paragraph 13.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1 Procedure Regarding Defaults.

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

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

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

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

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

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

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

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

15. Mortgagee Protection: Certain Rights of Cure.

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

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

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

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

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

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

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

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

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

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

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

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

24. Insurance.

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

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

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

25. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the

control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

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

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

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

City Manager
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

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

Woodside Sunridge, Inc
c/o Woodside Homes
15 Plaza Drive
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

28. Form of Agreement: Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Unit), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of fourteen (14) pages and seven (7) exhibits, which constitute the entire understanding and agreement of the parties.

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

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ of _____, 2004 and Landowner has caused this Agreement to be executed.

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: _____

WOODSIDE SUNRIDGE, INC
a Delaware corporation

By: _____
Its: _____
Name: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT LIST

Exhibit A-1	- Legal Description of the Property
Exhibit A-2	- Diagram of the Property
Exhibit B-1	- Land Use Map for the Property
Exhibit B-2	- Land Use Table
Exhibit C	- CFD Improvements
Exhibit D	- Sunridge Park Tentative Subdivision Map
Exhibit E	- Form of Assignment

1279.015
06/01/04
JGK

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
WOODSIDE SUNRIDGE, INC. DEVELOPMENT AGREEMENT

All that certain real property situate in Fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 1, 4, 5, 7, 9, 10, 11, and 14 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This description is for a **development agreement only** and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.



Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

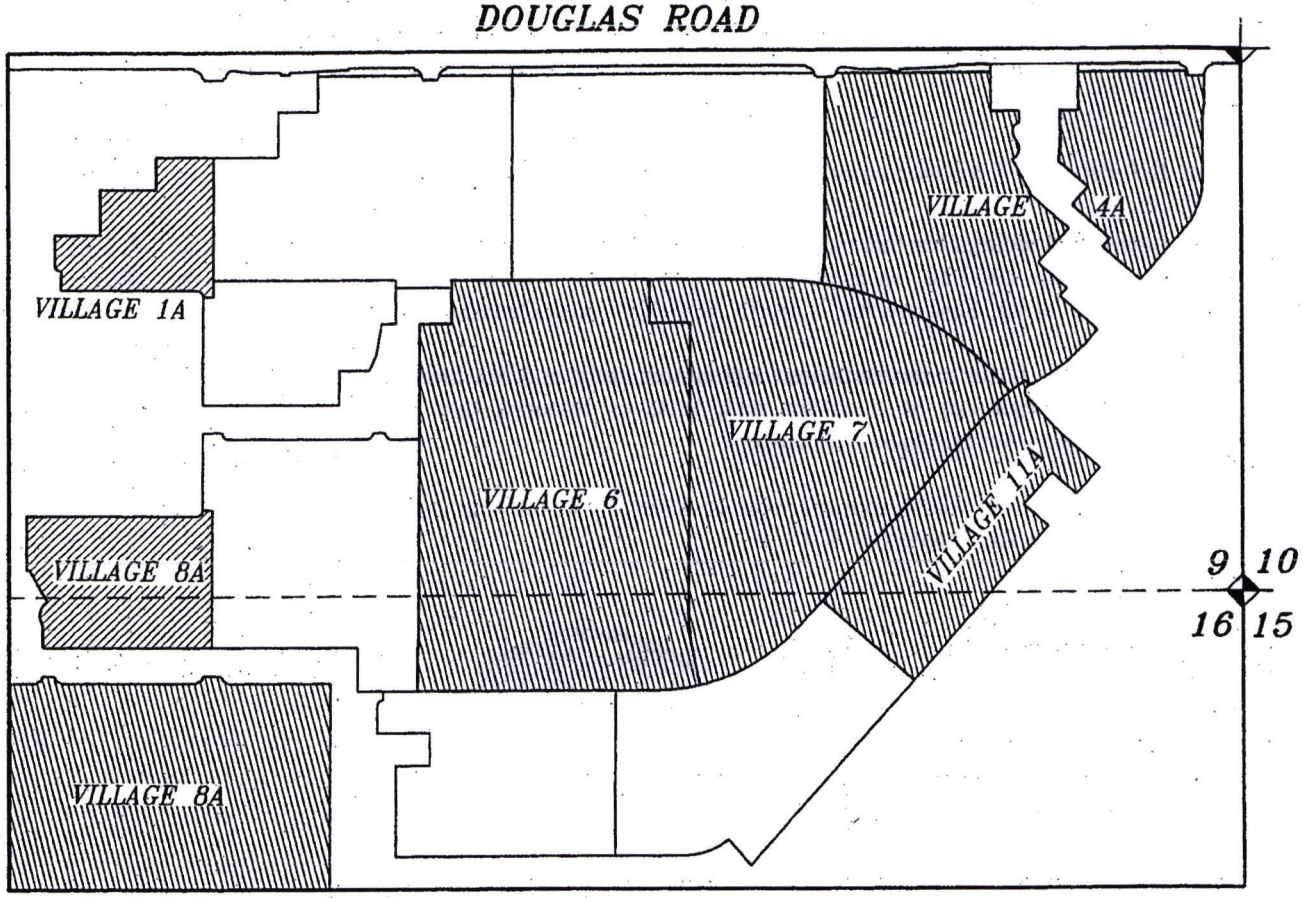
Date: 7/12/04

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES NO. 1A,
4A, 6, 7, 8A & 11A
WOODSIDE SUNRIDGE, INC.
DEVELOPMENT AGREEMENT
ALL OF LOTS 1, 4, 5, 7, 9,
10, 11 & 14 OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/05
No. 7844
STATE OF CALIFORNIA
7/12/04

SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1" =600'

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

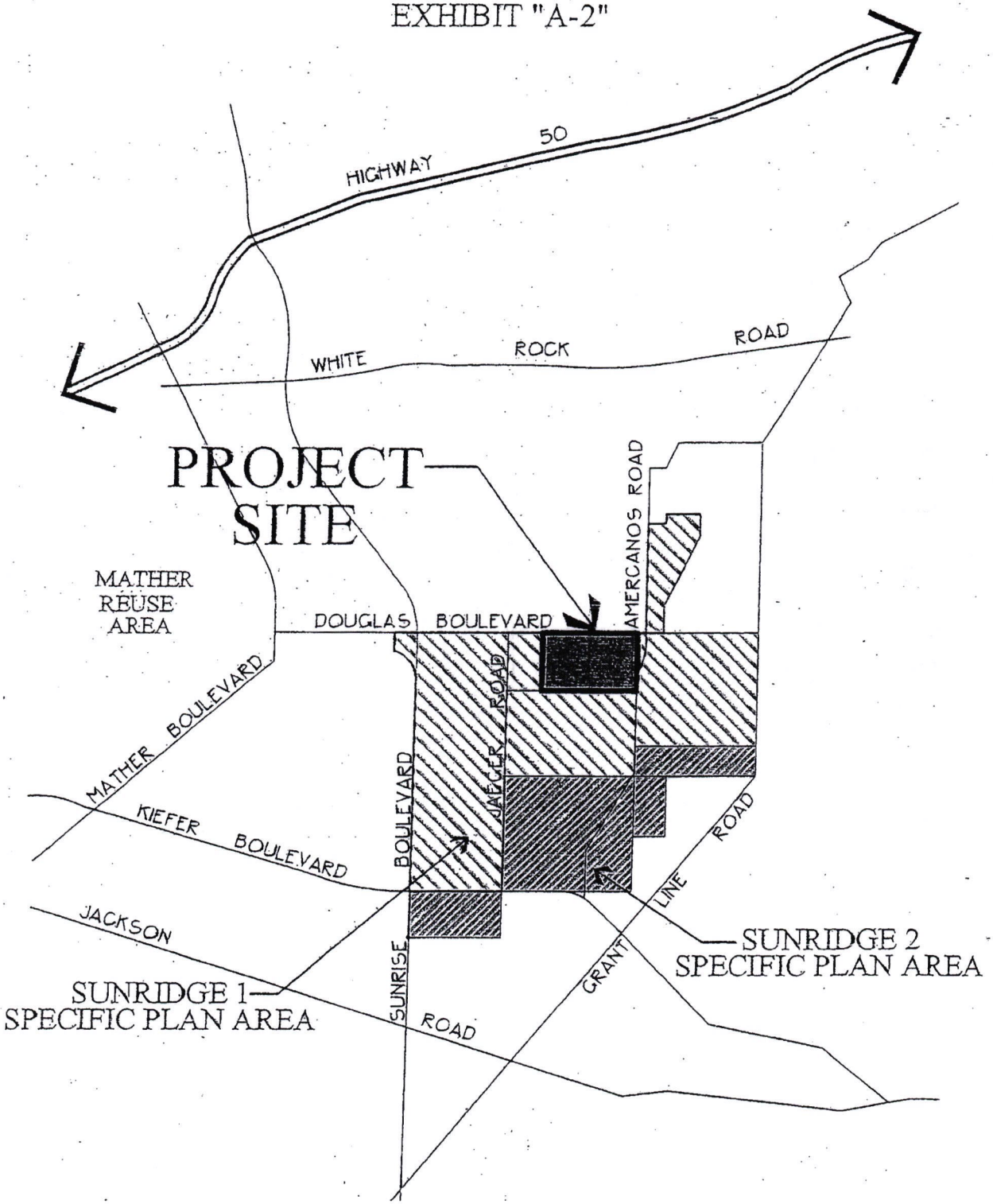
LOCATION MAP

SUNRIDGE PARK

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 2004

EXHIBIT "A-2"



NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT B-1

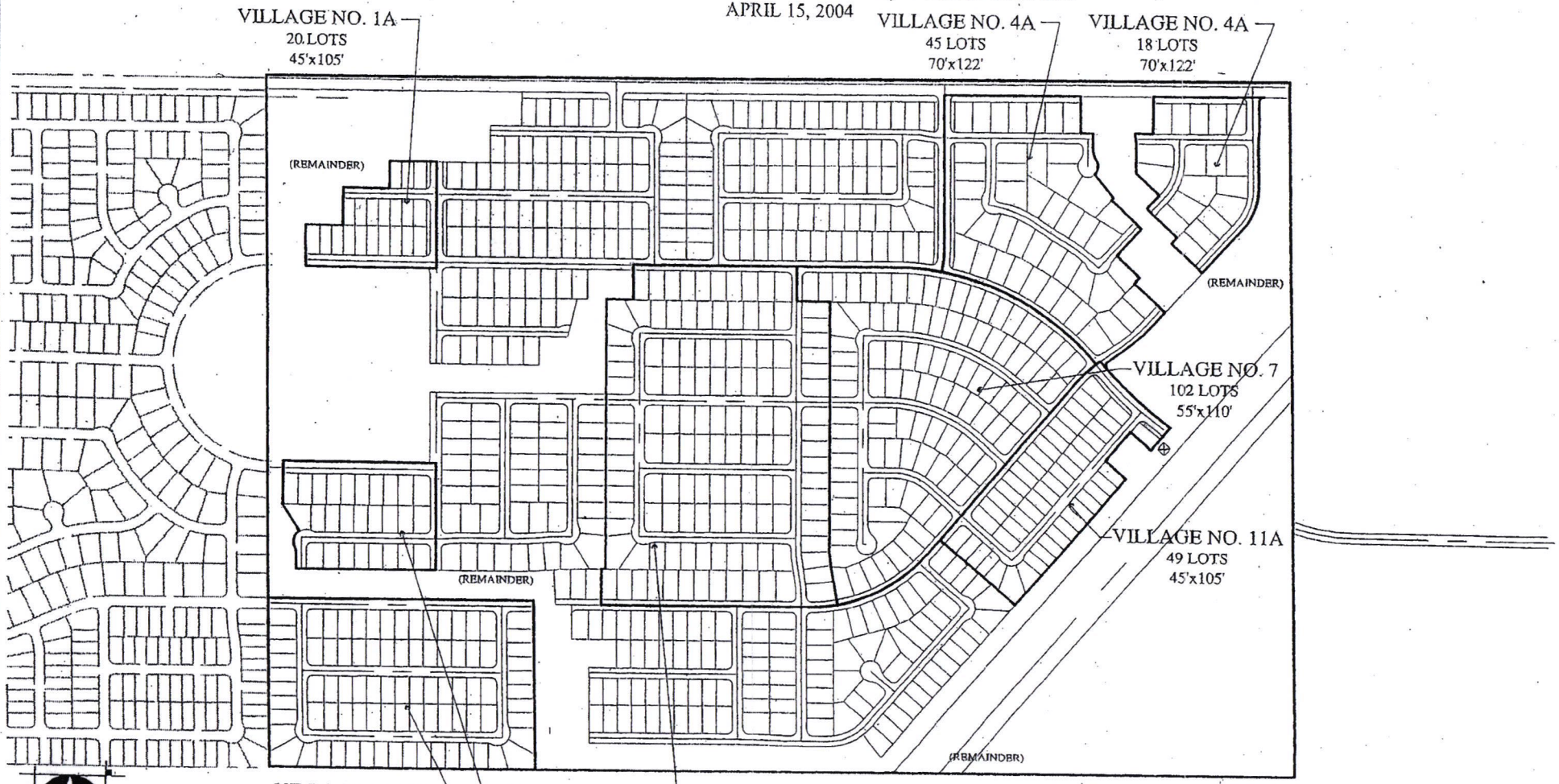
LAND USE MAP

SUNRIDGE PARK

VILLAGES 1A, 4A, 6, 7, 8A &11A AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004



WOOD RODG RS
ENGINEERING • PLANNING • MAPPING VEYING
3301 C STREET, BLDG. 100-B, SACRAMEN 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT B-2

LAND USE SUMMARY
SUNRIDGE PARK
VILLAGES 1A, 4A, 6, 7, 8A &11A
AND A PORTION OF UNIT A
CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 1A AND A PORTION OF UNIT A	LDR/RD-7/RD-7	S-F RESIDENTIAL (45'X105' TYP.)	3.1	3.5	20
VILLAGE 4A AND A PORTION OF UNIT A	LDR/RD-4/RD-4	S-F RESIDENTIAL (70'X122' TYP.)	17.4	18.5	63
VILLAGE 6 AND A PORTION OF UNIT A	LDR/RD-5/RD-5	S-F RESIDENTIAL (60'X110' TYP.)	25.7	25.7	128
VILLAGE 7 AND A PORTION OF UNIT A	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X110' TYP.)	20.1	20.1	102
VILLAGE 8A AND A PORTION OF UNIT A	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X105' TYP.)	20.8	20.8	113
VILLAGE 11A AND A PORTION OF UNIT A	LDR/RD-7/RD-7	S-F RESIDENTIAL (45'X105' TYP.)	7.2	7.7	49
TOTAL			94.3	96.3	475

GROSS ACREAGE INCLUDES ALL MINOR STREETS + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR STREETS ONLY.

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 66456.1(a) OF THE SUBDIVISION MAP ACT.
2. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. PARK FEES FOR RD-10 LOT WILL BE DEFERRED UNTIL ACTUAL SITE DEVELOPMENT APPROVAL.

WOOD RODG RS
ENGINEERING • PLANNING • MAPPINC RVEYING
3301 C STREET, BLDG. 100-B, SACRAME A 95816
PHONE: (916) 341-7760 FAX: (916) 7 67

EXHIBIT "C"
LIST OF
AUTHORIZED FACILITIES

Roadway, Joint Trench Utilities, Local Drainage, Landscaping and Soundwalls

1. Douglas Road: Jaeger Road to Americanos Road
2. Douglas Road at Jaeger Road
3. Chrysanthy Boulevard: Anatolia I boundary to Jaeger Road
4. Chrysanthy Boulevard at Jaeger Road
5. Jaeger Road: Douglas Road to Chrysanthy Boulevard
6. Douglas Road at Americanos Road
7. Americanos Road: Douglas Road to West Boundary
8. Douglas Road at Zinfandel Drive
9. Sunrise Boulevard: Kiefer Boulevard to SR 16
10. Sunrise Boulevard at Kiefer Boulevard
11. Sunrise Boulevard at SR 16
12. Sunrise Boulevard at Grant Line Road
13. Grant Line Road at SR 16
14. Grant Line Road at White Rock Road
15. SR 16 at Bradshaw Road
16. SR 16 at Eagle's Nest Road
17. SR 16 at Excelsior
18. SR 16: Sunrise Boulevard to Grant Line Road
19. Alta Sunrise Reliever: Douglas Road to US 50
20. Zinfandel Drive Extension
21. Sunridge Park Collector Roads

Utility Improvements

22. Any and all major Water facilities necessary to provide water service to Sunridge Park
23. Any and all major Sewer facilities necessary to provide sewer service to Sunridge Park
24. Any and all major Drainage facilities necessary to provide drainage for Sunridge Park

Park Improvements

25. Any and all park improvements within Sunridge Park

Other

26. Sunridge Specific Plan Water Fees for Sunridge Park
27. Sunridge Specific Plan Sewer Fees for Sunridge Park
28. Sunridge Specific Plan Road Fees for Sunridge Park
29. Sunridge Specific Plan Park Development Fees for Sunridge Park

30. Consultant fees, application fees, processing fees, and document production costs associated with the CFD preparation and processing of Public Facilities Reports, Engineering Studies, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sale process.

31. Any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing District facilities that are primarily for the benefit of the District; or 2) repair or rehabilitate existing District facilities.

###

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

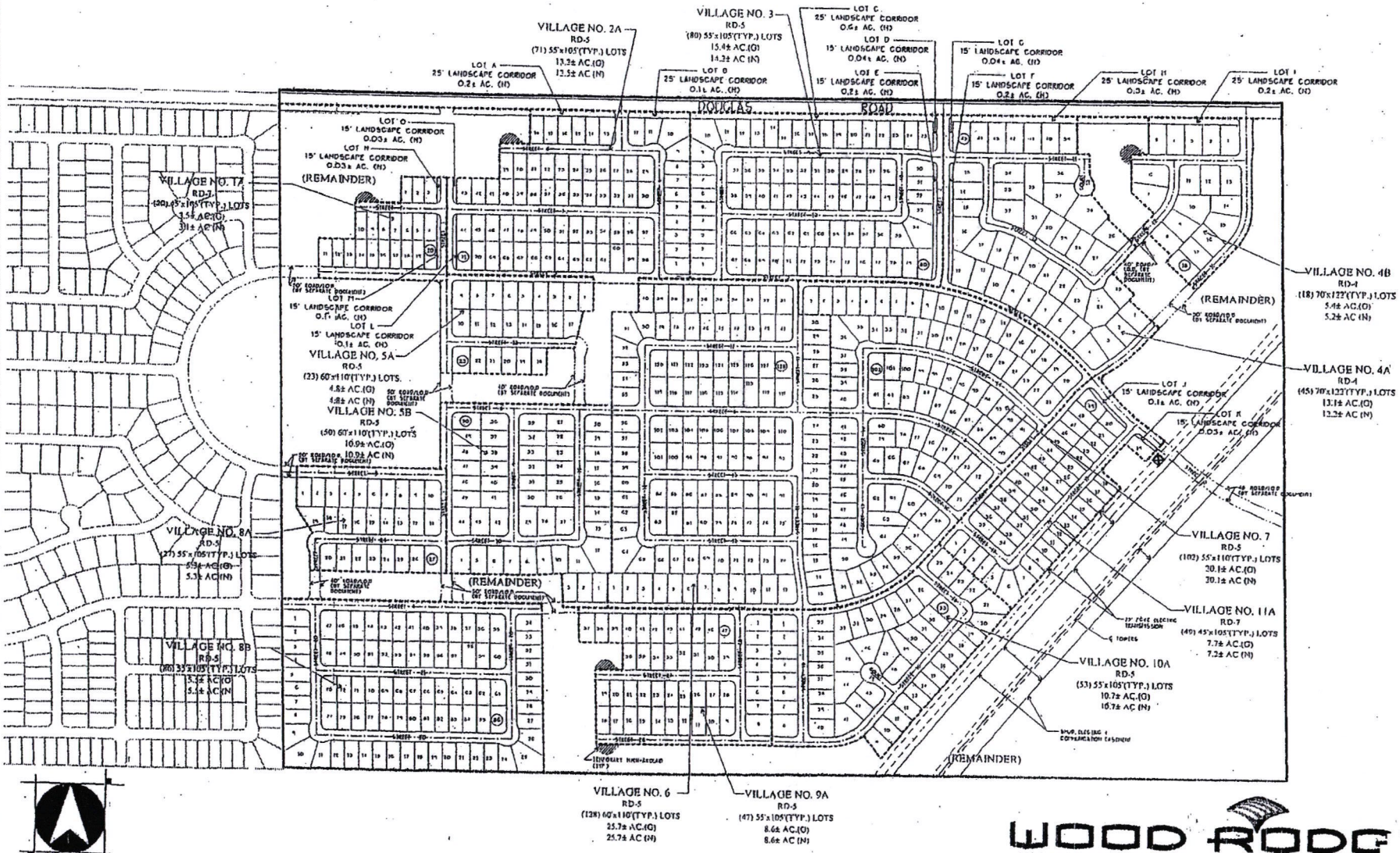
SUNRIDGE PARK

EXHIBIT "D"

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 9, 2003

(REVISED DECEMBER 16, 2003)



NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING
3301 C STREET, BLDG. 100-B, SACRAMENTO
PHONE: (916) 341-7760 FAX: (916) 3

EXHIBIT "E"

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City fo Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO SUNRIDGE PARK PROJECT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____ 200___, by and between WOODSIDE SUNRIDGE, INC, a Delaware corporation (hereinafter "Developer"), and _____, a _____ (hereinafter "Assignee").

RECITALS

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

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

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

_____
_____
_____
Attn: _____

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

DEVELOPER:

WOODSIDE SUNRIDGE, INC.,
a Delaware corporation

By: _____
Its: _____
Name: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Its: _____

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

DEVELOPMENT AGREEMENT

By and between

the City of RANCHO CORDOVA

AND

SUNRIDGE PARK LIMITED PARTNERSHIP RELATIVE

TO SUNRIDGE PARK RC-03-001

Exhibit C

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DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND SUNRIDGE PARK LIMITED PARTNERSHIP
RELATIVE TO SUNRIDGE PARK

This Development Agreement is entered into this _____ day of _____, 2004, by and between the City OF RANCHO CORDOVA, a municipal corporation ("City"), and SUNRIDGE PARK LIMITED PARTNERSHIP, a California limited partnership ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. **Property**. Landowner holds legal interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property").

3. **Public Hearing**. On October 20, 2003, the City Council designated itself as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867. The City Council also considered this Agreement and recommended that the City Council approve this Agreement.

4. **Environmental Impact Report**. In 2002, Sacramento County ("County"), certified, as adequate and complete the Final EIR (the "EIR") for Sun Ridge Specific Plan. A "Mitigated Negative Declaration" ("MND") for the Rezoning, Tentative Subdivision Map and Development Agreement for Sunridge Park (the "Project"), was approved by the City on January 20, 2004, by Resolution No. 01-2004. The Mitigation Measures in the EIR and the MND are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

5.1 The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003;

5.2 The SunRidge Specific Plan adopted by County, as adopted by the City on July 1, 2003 by City Resolution No. 06-2003, 2002 (the "Specific Plan");

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

5.4 The Rezoning of the Property adopted by City on January 20, 2004 by City Resolution No. 01-2004;

5.5 The Tentative Subdivision Map for Sunridge Park, approved by the City on January 20, 2004 by Resolution No. 01-2004; and

5.6 This Development Agreement, as adopted by City Ordinance No. 38-2004 (the "Adopting Ordinance").

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

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

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

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term**.

5.1 **Effective Date**. The effective date of this Agreement ("Effective Date") is _____, 2004, which is the effective date of City Ordinance No. 38-2004, adopting this Agreement.

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

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

6. **Use of Property**.

6.1 **Right to Develop**. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop of the Property shall

be subject to subsequent approvals, provided that any, conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

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

> Single-Family, Low Density Residential 144 units on 28.9 acres all as set forth in Exhibits B-1 and B-2. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

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

6.4 Additional Conditions.

6.4.1 New Park Development Fees. The Landowner is in the process of negotiating an agreement with the Cordova Recreation and Park District ("Park District"). The Landowner intends to agree to pay the Park District the sum of $3,000 (three thousand dollars) for each residential parcel shown on the final maps for the Property. This fee shall be used by the Park District to construct new parks and recreational facilities, including park frontage improvements. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. In the event that the District does not collect all or any portion of the $3,000 per parcel fee described in this Section, the

Landowner agrees that the City shall have the right to require Landowner to pay the fee to the City prior to issuance of each building permit for the Property. The City intends to agree with the District about the distribution to the District, of fees it collects under this Section. The City agrees that payment of the $3,000 per parcel fee for all of the residential parcels on the Property to either the District or to the City shall satisfy the Landowners financial obligations for the Property under Section 607-15A3, Condition of Approval A-3 of SZC 2002-0015. This payment is made voluntarily by the Landowner. It is in addition to any dedication obligations or in lieu fee obligations of Landowner pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any fees, or dedication obligations, required of Landowner under the Quimby Act.

6.4.2 Existing Park Renovation Fees. The Landowner agrees that it shall pay the City the total sum of $733 (seven hundred thirty three dollars) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section.

6.4.3 Police Tax. The Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of $250 annually per residential parcel or residential parcel equivalent. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price, Index is discontinued, or revised, such other government index or computation With which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had hot been discontinued or revised. The special tax shall be payable annually following issuance of building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for the Project.

7. Applicable Rules. Regulations and Official Policies.

7.1 Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of

development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force and effect on the Effective Date of this Agreement.

7.2 Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all the other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time the applicable permit approval is granted. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

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

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

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

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

8.2 Development Impact Fees, Exactions and Dedications. Except as otherwise provided herein including Section 6.4, any and all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to be paid by Landowner to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") shall be the Exactions authorized as of the Effective Date; provided, however, Landowner shall pay any Exactions authorized by City after the Effective Date provided that said Exactions otherwise comply with applicable law, and which are either (i) required on a City-wide basis, or (ii) which apply uniformly to all properties within the City which are zoned consistent with the Project Approvals, or (iii) which apply uniformly to all properties which are similarly situated, whether bygeographic location, drainage sheds or other distinguishing circumstances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost

thereof may be provided by Landowner or by a Community Facilities District or other such financing mechanism, subject to and in accordance with the provisions thereof.

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

9. Community Facilities District.

9.1 Community Facilities District Formation. City and Landowner intend to cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the improvements or facilities described in Exhibit C attached hereto (the "CFD Improvements").

9.2 Issuance of Bonds. City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to effect the purposes of this Section.

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

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

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

10. Amendment or Cancellation.

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

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

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

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

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

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

12. Annual Review.

12.1 Review Date. The annual review date for this Agreement shall be on or about August 15 and each August 15 thereafter.

12.2 Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice on or about June 15, 2005 and each June 15 thereafter that the City intends to undertake such review. Landowner shall provide evidence to the Planning Director within 30 days of City's notice to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

12.3 Staff Reports. City shall deposit in the mail and fax to Landowner a copy of all staff reports, and related exhibits concerning contract performance at least three (3) days prior to any annual review and shall make every effort to fax copies five (5) days in advance.

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

13. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." Provided, 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 paragraph 13.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1 Procedure Regarding Defaults.

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

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

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

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

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

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

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

15. Mortgagee Protection: Certain Rights of Cure.

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

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

the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

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

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

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

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

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

20. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of

this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

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

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

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

24. Insurance.

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

24.2 Workers Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide

Workers Compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

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

25. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

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

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

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

City Manager
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

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

Sunridge Park Limited Partnership
c/o Kimball Homes
10535 East Stockton Blvd., Suite K
Elk Grove, CA 95624

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

28. Form of Agreement: Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Unit), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of fourteen (14) pages and seven (7) exhibits, which constitute the entire understanding and agreement of the parties.

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

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ of _____, 2004 and Landowner has caused this Agreement to be executed.

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: _____

SUNRIDGE PARK LIMITED PARTNERSHIP,
a California limited partnership

By: KIMBALL HILL HOMES CALIFORNIA, INC., a California Corporation, General Partner

By: _____
Name: _____
Its: General Partner

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT LIST

Exhibit A-1	- Legal Description of the Property
Exhibit A-2	- Diagram of the Property
Exhibit B-1	- Land Use Map for the Property
Exhibit B-2	- Land Use Table
Exhibit C	- CFD Improvements
Exhibit D	- Sunridge Park Tentative Subdivision Map
Exhibit E	- Form of Assignment

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
SUNRIDGE PARK LIMITED PARTNERSHIP DEVELOPMENT AGREEMENT

All that certain real property situate in Fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being a portion of Lots 2, 6 and 8 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5, Sacramento County Records and being more particularly described as follows:

VILLAGE 2A

Being a portion of said Lot 2.

Beginning at the centerline intersection of Edyth Lake Way and Awahnee Drive as shown on said Final Map; thence from said **POINT OF BEGINNING**, along the centerline of Edyth Lake Way, South 89°35'04" West a distance of 47.50 feet; thence leaving the centerline of Edyth Lake Way for the following eleven (11) arcs, courses and distances:

1. South 00°24'56" East a distance of 125.00 feet;
2. North 89°35'04" East a distance of 187.50 feet;
3. South 00°24'56" East a distance of 250.00 feet;
4. South 89°35'04" West a distance of 793.50 feet;
5. North 00°24'56" West a distance of 102.86 feet to a point of curvature;
6. from a radial line which bears North 27°09'33" West, 9.34 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 26°44'37";
7. South 89°35'04" East a distance of 6.00 feet;
8. North 00°24'56" West a distance of 40.00 feet;
9. South 89°35'04" West a distance of 6.00 feet to a point of curvature;
10. 9.34 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 26°44'37"; and
11. North 00°24'56" West a distance of 102.86 feet to a point on the Westerly line of said Lot 2;

thence along said Westerly line of Lot 2 for the following four (4) courses and distances:

1. North 89°35'04" East a distance of 166.00 feet;
2. North 00°24'56" West a distance of 145.00 feet;
3. North 89°35'04" East a distance of 125.00 feet; and
4. North 00°24'56" West a distance of 113.38 feet to the North line of said Lot 2;

thence along said North line of Lot 2 for the following five (5) courses and distances:

1. North 89°23'21" East a distance of 334.75 feet to a point of curvature;
2. from a radial line which bears North 75°30'10" East, 9.34 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 14°04'55";
3. South 45°24'56" East a distance of 2.83 feet;
4. South 00°24'56" East a distance of 6.00 feet; and
5. North 89°35'04" East a distance of 25.00 feet;

thence leaving said North line of said Lot 2, along the centerline of Awahnee Drive as shown on said final map, South 00°24'56" East a distance of 120.44 feet to the Point of Beginning.

Containing 6.967 acres of land, more or less.

VILLAGE 5A
Being a portion of said Lot 6.

Beginning the Southwest corner of said Lot 6; thence from said **POINT OF BEGINNING** along the West line of said Lot 6, North 00°24'56" West a distance of 260.00 feet; thence leaving said West line of said Lot 6, North 89°35'04" East a distance of 570.35 feet to a point of intersection on the East line of said Lot 6; thence along said East and South lines of Lot 6 for the following six (6) arcs, courses and distances:

1. South 09°55'09" West a distance of 102.47 feet;
2. South 22°18'14" West a distance of 55.01 feet to a point of curvature;
3. from a radial line which bears North 22°18'14" East, 7.93 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 22°43'10";
4. South 89°35'04" West a distance of 90.00 feet;
5. South 00°24'56" East a distance of 110.00 feet; and
6. South 89°35'04" West a distance of 433.00 feet to the Point of Beginning.

Containing 3.004 acres of land, more or less.

TOGETHER WITH a portion of said Lot 8.

Beginning at the Northwest corner of said Lot 8; thence from said **POINT OF BEGINNING** along the North and East lines of said Lot 8 for the following seven (7) arcs, courses and distances:
North 89°35'04" East a distance of 62.00 feet to a point of curvature;

1. from a radial line which bears South 89°35'04" West, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 90°00'00";
2. North 89°35'04" East a distance of 441.00 feet to a point of curvature;
3. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 90°00'00";
4. North 89°35'04" East a distance of 40.00 feet to a point of curvature;
5. from a radial line which bears South 89°35'04" West, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 90°00'00";
6. North 89°35'04" East a distance of 90.00 feet; and
7. South 00°24'56" East a distance of 670.13 feet;

thence leaving said East line of Lot 8, South 89°35'04" West a distance of 197.50 feet to a point of intersection in the South line of said Lot 8; thence along said South line of Lot 8, South 89°35'04" West a distance of 462.50 feet; thence along the West line of said Lot 8, North 00°24'56" West a distance of 260.13 feet; thence leaving said West line of Lot 8, North 89°35'04" East a distance of 140.00 feet; thence North 00°24'56" West a distance of 302.50 feet; thence South 89°35'04" West a distance of 173.00 feet to a point on the West line of said Lot 8; thence along said West line of Lot 8, North 00°24'56" West a distance of 127.50 feet to the Point of Beginning.

Containing 9.315 acres of land, more or less.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This description is for a **development agreement only** and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: _____

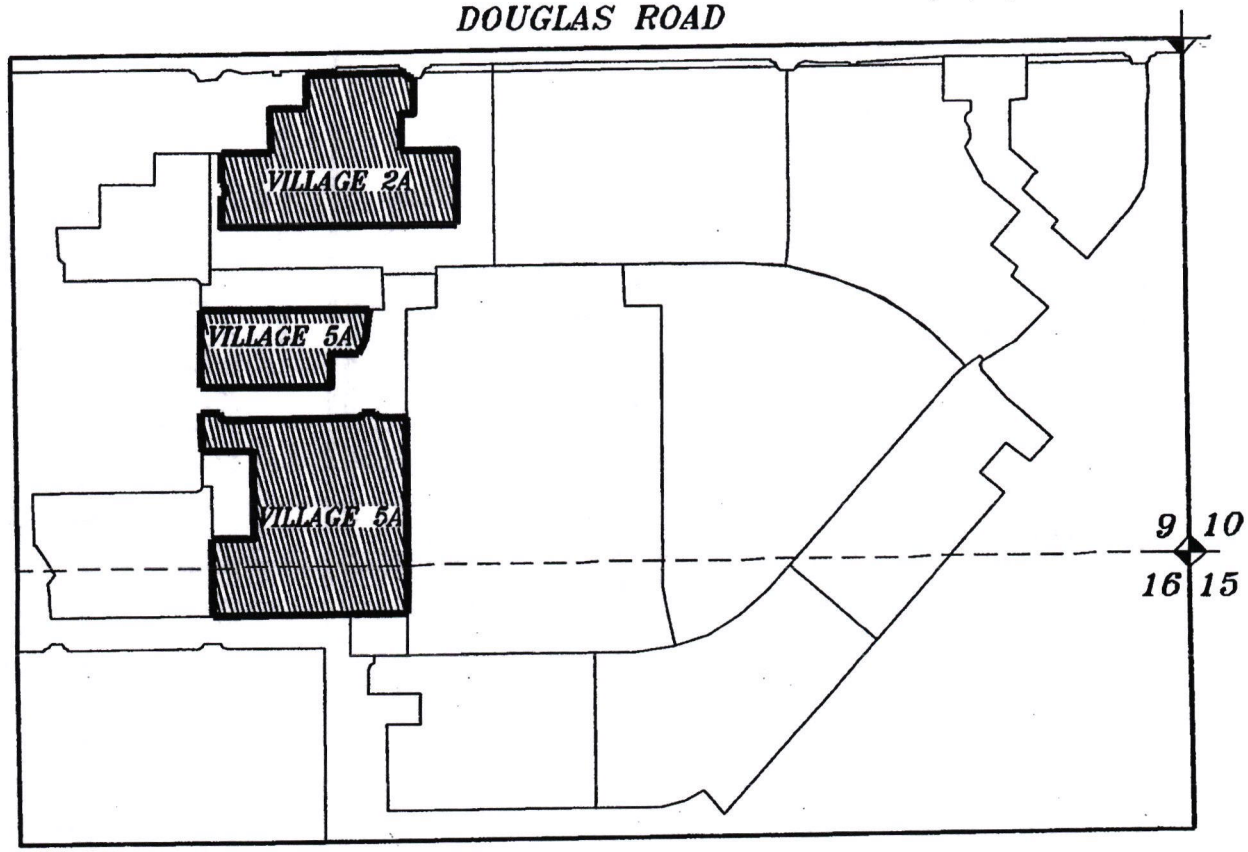
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES 2A &5A
SUNRIDGE PARK LIMITED PARTNERSHIP
DEVELOPMENT AGREEMENT
PORTION OF LOTS 2, 6 &8
OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1" =600'

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-DA\Geomatics\plats to accompany\SUN-PRK-DEV-AGREE.dwg 5/04/04 11:38am jkroge

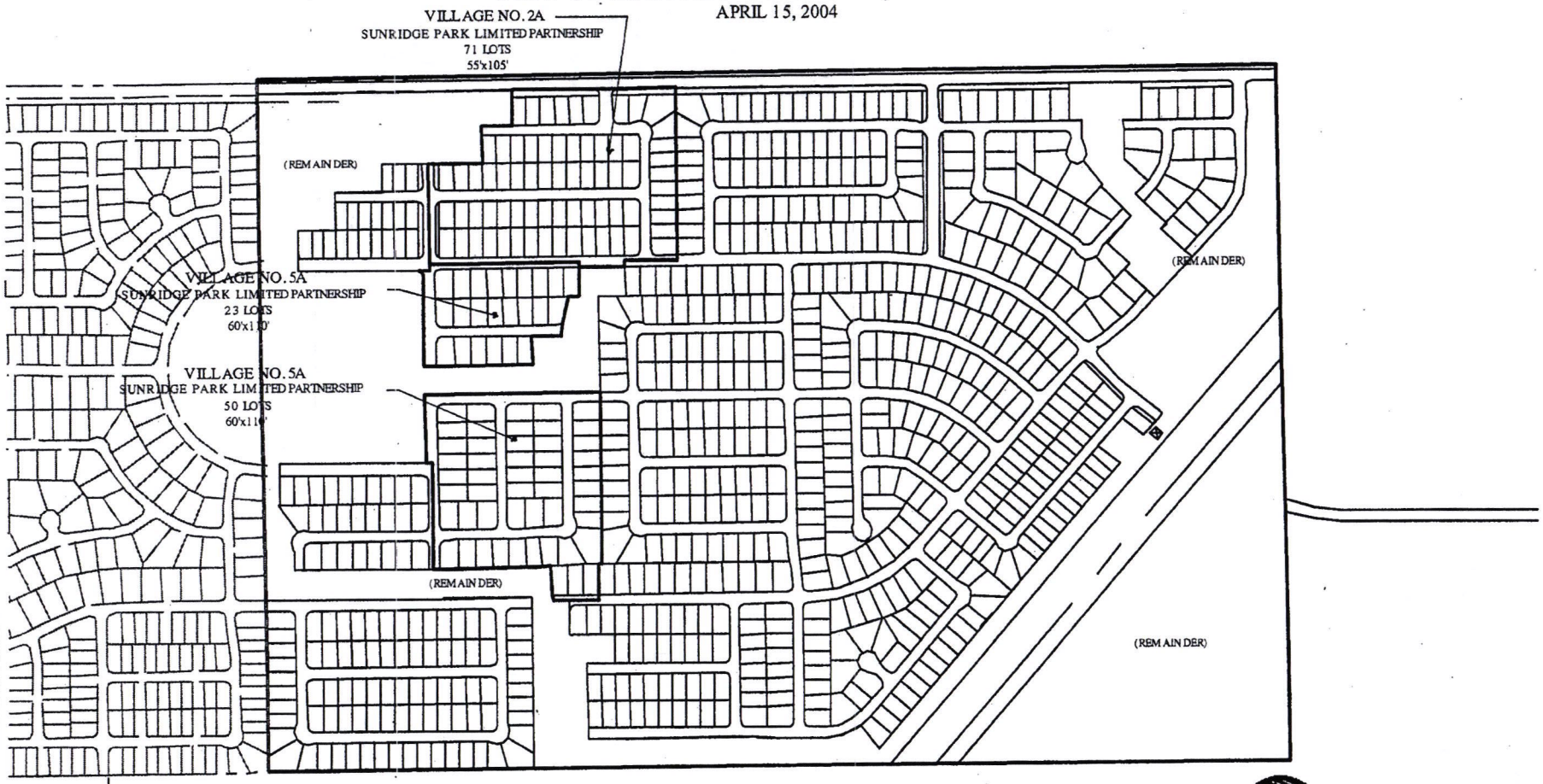
PROPERTY OWNERS EXHIBIT

SUNRIDGE PARK

VILLAGES 2A & 5A
AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

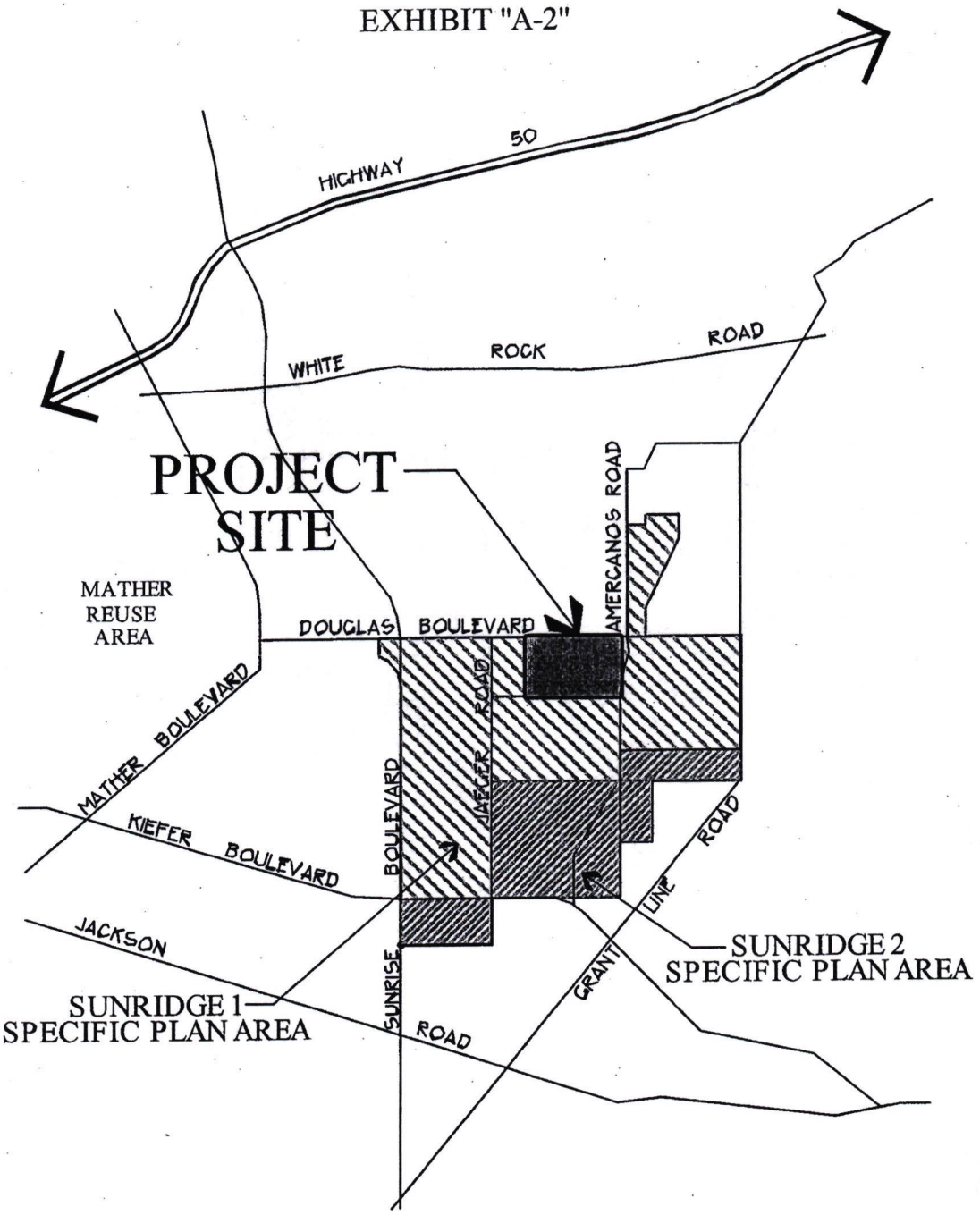
LOCATION MAP

SUNRIDGE PARK

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 2004

EXHIBIT "A-2"



NORTH
N.T.S.

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PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT B-1

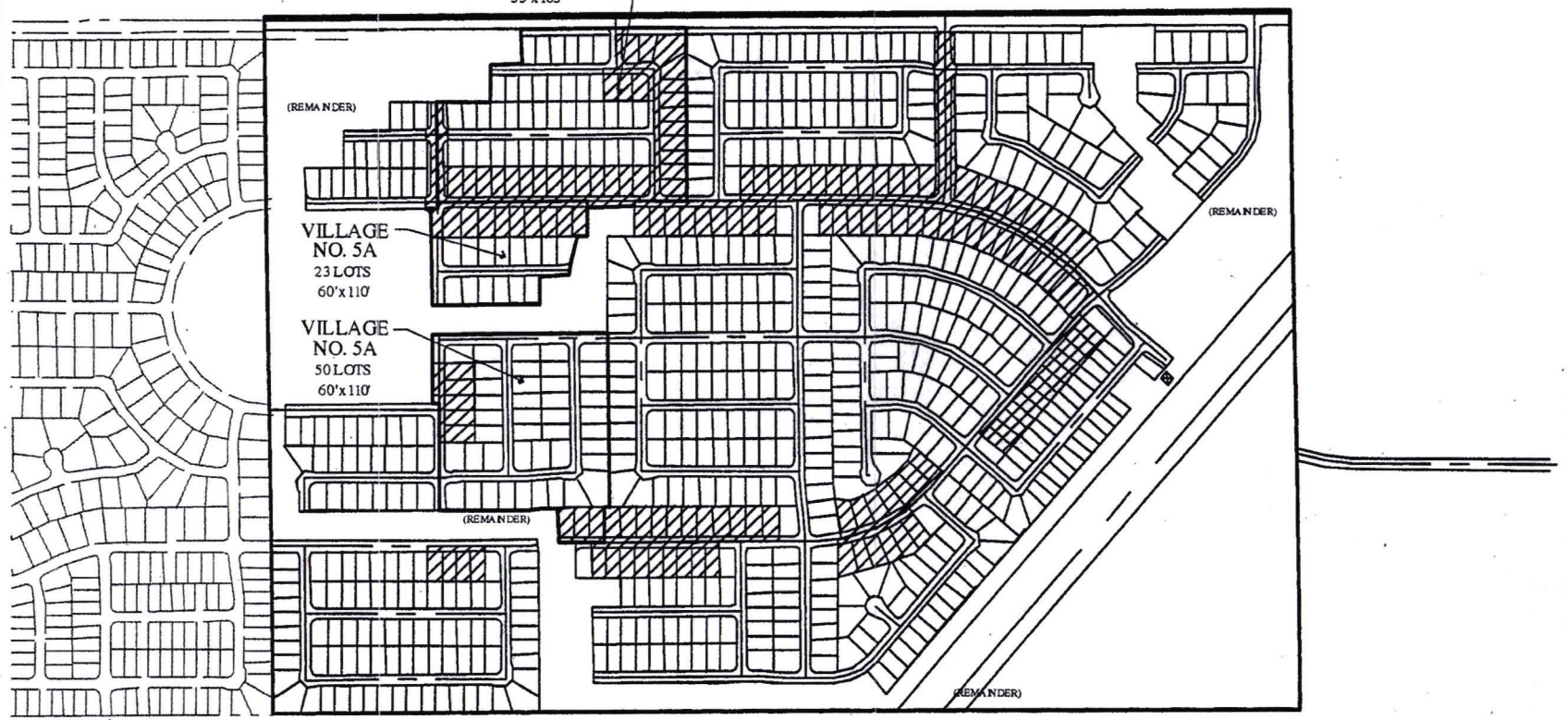
LAND USE MAP

SUNRIDGE PARK

VILLAGES 2A & 5A
AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004



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PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT B-2

LAND USE SUMMARY

SUNRIDGE PARK

VILLAGES 2A & 5A
AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 2A AND A PORTION OF UNIT A	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X105' TYP.)	12.5	13.2	71
VILLAGE 5A AND A PORTION OF UNIT A	LDR/RD-5/RD-5	S-F RESIDENTIAL (60'X110' TYP.)	15.7	15.7	73
TOTAL			28.2	28.9	144

GROSS ACREAGE INCLUDES ALL MINOR STREETS & LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR STREETS ONLY.

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 66456.1(a) OF THE SUBDIVISION MAP ACT.
2. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. PARK FEES FOR RD-10 LOT WILL BE DEFERRED UNTIL ACTUAL SITE DEVELOPMENT APPROVAL.

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PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT "C"
LIST OF
AUTHORIZED FACILITIES

Roadway, Joint Trench Utilities, Local Drainage, Landscaping and Soundwalls

1. Douglas Road: Jaeger Road to Americanos Road
2. Douglas Road at Jaeger Road
3. Chrysanthy Boulevard: Anatolia I boundary to Jaeger Road
4. Chrysanthy Boulevard at Jaeger Road
5. Jaeger Road: Douglas Road to Chrysanthy Boulevard
6. Douglas Road at Americanos Road
7. Americanos Road: Douglas Road to West Boundary
8. Douglas Road at Zinfandel Drive
9. Sunrise Boulevard: Kiefer Boulevard to SR 16
10. Sunrise Boulevard at Kiefer Boulevard
11. Sunrise Boulevard at SR 16
12. Sunrise Boulevard at Grant Line Road
13. Grant Line Road at SR 16
14. Grant Line Road at White Rock Road
15. SR 16 at Bradshaw Road
16. SR 16 at Eagle's Nest Road
17. SR 16 at Excelsior
18. SR 16: Sunrise Boulevard to Grant Line Road
19. Alta Sunrise Reliever: Douglas Road to US 50
20. Zinfandel Drive Extension
21. Sunridge Park Collector Roads

Utility Improvements

22. Any and all major Water facilities necessary to provide water service to Sunridge Park
23. Any and all major Sewer facilities necessary to provide sewer service to Sunridge Park
24. Any and all major Drainage facilities necessary to provide drainage for Sunridge Park

Park Improvements

25. Any and all park improvements within Sunridge Park

Other

26. Sunridge Specific Plan Water Fees for Sunridge Park
27. Sunridge Specific Plan Sewer Fees for Sunridge Park
28. Sunridge Specific Plan Road Fees for Sunridge Park
29. Sunridge Specific Plan Park Development Fees for Sunridge Park

30. Consultant fees, application fees, processing fees, and document production costs associated with the CFD preparation and processing of Public Facilities Reports, Engineering Studies, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sale process.

31. Any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing District facilities that are primarily for the benefit of the District; or 2) repair or rehabilitate existing District facilities.

###

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

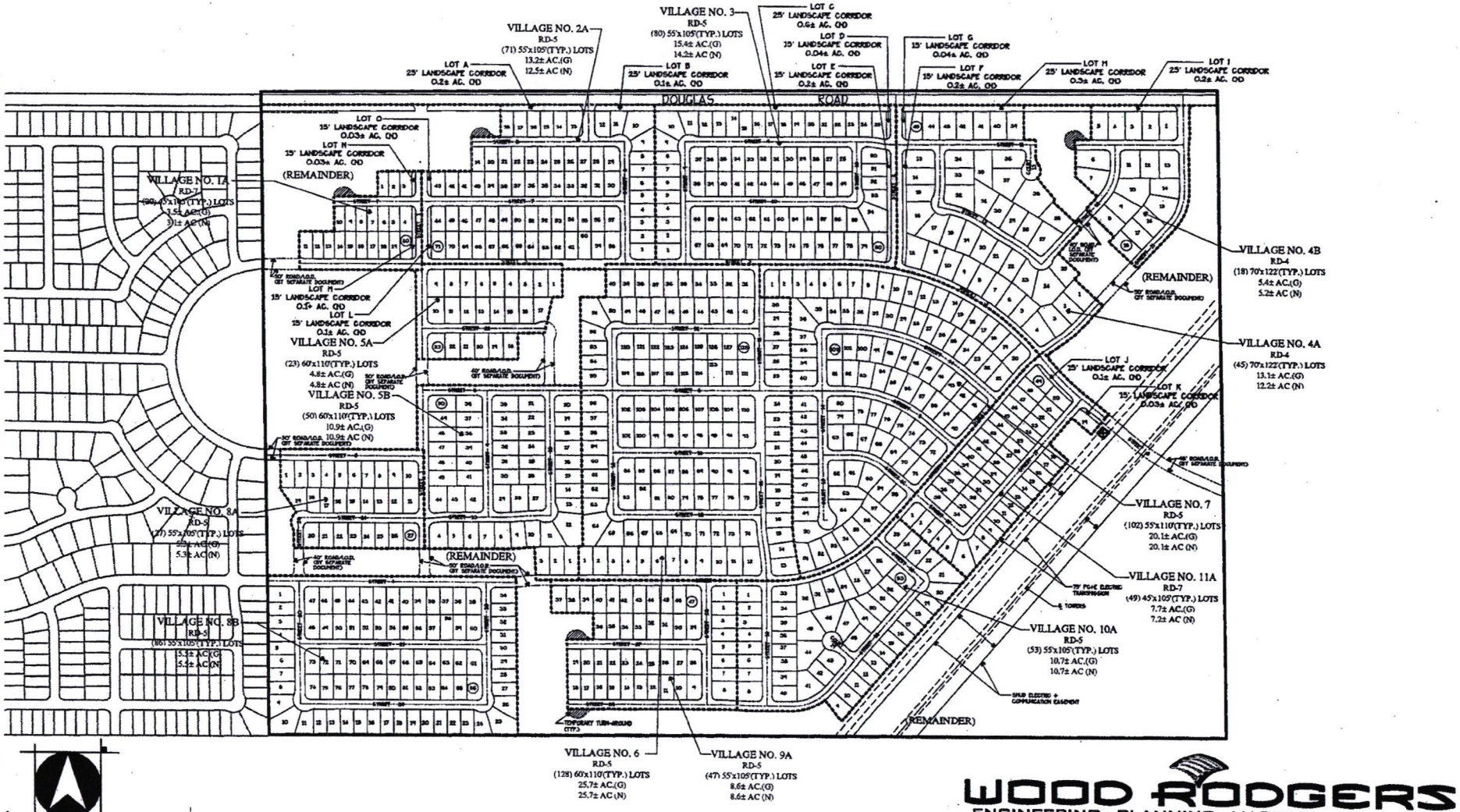
SUNRIDGE PARK

EXHIBIT "D"

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 9, 2003

(REVISED DECEMBER 16, 2003)



NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT "E"

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO SUNRIDGE PARK PROJECT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____ , 2004 __, by and between SUNRIDGE PARK LIMITED PARTNERSHIP, a California limited partnership (hereinafter "Developer"), and, a (hereinafter "Assignee").

RECITALS

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

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

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

_____

_____

_____

Attn: _____

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

DEVELOPER:

SUNRIDGE PARK LIMITED PARTNERSHIP
a California limited partnership

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

By: _____

Printed Name: _____

Title: _____

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

DEVELOPMENT AGREEMENT

By and between

the City of RANCHO CORDOVA

and

BEAZER HOMES HOLDINGS CORPORATION RELATIVE

TO SUNRIDGE PARK RC-03-001

Exhibit D

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DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND BEAZER HOMES HOLDINGS CORPORATION
RELATIVE TO SUNRIDGE PARK

This Development Agreement is entered into this _____ day of _____, 2004, by and between the City OF RANCHO CORDOVA, a municipal corporation ("City"), and BEAZER HOMES HOLDINGS CORPORATION, a California corporation ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. Property. Landowner holds legal interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property").

3. Public Hearing. On October 20, 2003, the City Council designated itself as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867. The City Council also considered this Agreement and recommended that the City Council approve this Agreement.

4. Environmental Impact Report. In 2002, Sacramento County ("County"), certified, as adequate and complete the Final EIR (the "EIR") for Sun Ridge Specific Plan. A "Mitigated Negative Declaration" ("MND") for the Rezoning, Tentative Subdivision Map and Development Agreement for Sunridge Park (the "Project"), was approved by the City on January 20, 2004, by Resolution No. 01-2004. The Mitigation Measures in the EIR and the MND are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

5.1 The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003;

5.2 The SunRidge Specific Plan adopted by County, as adopted by the City on July 1, 2003 by City Resolution No. 06-2003 (the "Specific Plan");

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

5.4 The Rezoning of the Property adopted by City on January 20, 2004 by City Resolution No. 01-2004;

5.5 The Tentative Subdivision Map for Sunridge Park, approved by the City on January 20, 2004 by Resolution No. 01-2004; and

5.6 This Development Agreement, as adopted by City Ordinance No. 38-2004 (the "Adopting Ordinance").

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

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

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

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term**.

5.1 **Effective Date**. The effective date of this Agreement ("Effective Date") is _____, 2004, which is the effective date of City Ordinance No. 38-2004, adopting this Agreement.

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

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

6. **Use of Property**.

6.1 **Right to Develop**. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop of the Property shall be subject to subsequent approvals, provided that any, conditions, terms, restrictions and

requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

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

> Single-Family, Low Density Residential 100 units on 19.3 acres all as set forth in Exhibits B-1 and B-2. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

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

6.4 Additional Conditions.

6.4.1 New Park Development Fees. The Landowner is in the process of negotiating an agreement with the Cordova Recreation and Park District ("Park District"). The Landowner intends to agree to pay the Park District the sum of $3,000 (three thousand dollars) for each residential parcel shown on the final maps for the Property. This fee shall be used by the Park District to construct new parks and recreational facilities, including park frontage improvements. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. In the event that the District does not collect all or any portion of the $3,000 per parcel fee described in this Section, the Landowner agrees that the City shall have the right to require Landowner to pay the fee to the

City prior to issuance of each building permit for the Property. The City intends to agree with the District about the distribution to the District, of fees it collects under this Section. The City agrees that payment of the $3,000 per parcel fee for all of the residential parcels on the Property to either the District or to the City shall satisfy the Landowners financial obligations for the Property under Section 607-15A3, Condition of Approval A-3 of SZC 2002-0015. This payment is made voluntarily by the Landowner. It is in addition to any dedication obligations or in lieu fee obligations of Landowner pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any fees, or dedication obligations, required of Landowner under the Quimby Act.

6.4.2 Existing Park Renovation Fees. The Landowner agrees that it shall pay the City the total sum of $733 (seven hundred thirty three dollars) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section.

6.4.3 Police Tax. The Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of $250 annually per residential parcel or residential parcel equivalent. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price, Index is discontinued, or revised, such other government index or computation With which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had hot been discontinued or revised. The special tax shall be payable annually following issuance of building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for the Project.

7. Applicable Rules. Regulations and Official Policies.

7.1 Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for

reservation and dedication of land shall be those in force and effect on the Effective Date of this Agreement.

7.2 Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all the other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time the applicable permit approval is granted. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

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

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

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

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

8.2 Development Impact Fees. Exactions and Dedications. Except as otherwise provided herein including Section 6.4, any and all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to be paid by Landowner to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") shall be the Exactions authorized as of the Effective Date; provided, however, Landowner shall pay any Exactions authorized by City after the Effective Date provided that said Exactions otherwise comply with applicable law, and which are either (i) required on a City-wide basis, or (ii) which apply uniformly to all properties within the City which are zoned consistent with the Project Approvals, or (iii) which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost

thereof may be provided by Landowner or by a Community Facilities District or other such financing mechanism, subject to and in accordance with the provisions thereof.

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

9. Community Facilities District.

9.1 Community Facilities District Formation. City and Landowner intend to cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the improvements or facilities described in Exhibit C attached hereto (the "CFD Improvements").

9.2 Issuance of Bonds. City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to effect the purposes of this Section.

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

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

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

10. Amendment or Cancellation.

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

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

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

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

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

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

12. Annual Review.

12.1 Review Date. The annual review date for this Agreement shall be on or about August 15 and each August 15 thereafter.

12.2 Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice on or about June 15, 2005 and each June 15 thereafter that the City intends to undertake such review. Landowner shall provide evidence to the Planning Director within 30 days of City's notice to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

12.3 Staff Reports. City shall deposit in the mail and fax to Landowner a copy of all staff reports, and related exhibits concerning contract performance at least three (3) days prior to any annual review and shall make every effort to fax copies five (5) days in advance.

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

13. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." Provided, 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 paragraph 13.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1 Procedure Regarding Defaults.

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

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

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

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

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

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

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

15. Mortgagee Protection: Certain Rights of Cure.

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

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

the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

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

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

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

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

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

20. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of

this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

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

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

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

24. Insurance.

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

24.2 Workers Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide

Workers Compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

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

25. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

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

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

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

City Manager
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

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

Beazer Homes Holdings Corporation
c/o Beazer Homes
3721 Douglas Blvd., Suite 100
Roseville, CA 95661

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

28. **Form of Agreement: Recordation; Exhibits**. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Unit), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of fourteen (14) pages and seven (7) exhibits, which constitute the entire understanding and agreement of the parties.

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

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ of _____, 2004 and Landowner has caused this Agreement to be executed.

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: _____

BEAZER HOMES HOLDINGS CORPORATION,
a California corporation

By: _____
Name: _____
Its: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT LIST

Exhibit A-1	- Legal Description of the Property
Exhibit A-2	- Diagram of the Property
Exhibit B-1	- Land Use Map for the Property
Exhibit B-2	- Land Use Table
Exhibit C	- CFD Improvements
Exhibit D	- Sunridge Park Tentative Subdivision Map
Exhibit E	- Form of Assignment

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
BEAZER HOMES HOLDINGS CORPORATION DEVELOPMENT AGREEMENT

All that certain real property situate in Section 16, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being a portion of Lots 12 and 13 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5, Sacramento County Records and being more particularly described as follows:

VILLAGE 9A

Being a portion of said Lot 12.

Beginning at a the Northwest corner of said Lot 12; thence from said **POINT OF BEGINNING** along the North line of said Lot 12, North 89°35'04" East a distance of 42.50 feet; thence leaving said North line of Lot 12, South 00°24'56" East a distance of 134.90 feet to a point on the westerly line of said Lot 12;
thence along said Westerly line of said Lot 12 for the following four (4) arcs, courses and distances:

1. South 89°35'04" West a distance of 62.50 feet;
2. North 00°24'56" West a distance of 85.90 feet to a point of curvature;
3. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 90°00'00"; and
4. North 00°24'56" West a distance of 29.00 feet to the Point of Beginning.

Containing 7,765 square feet of land, more or less.

TOGETHER WITH the following:

Beginning at the Northeast corner of said Lot 12; thence from said **POINT OF BEGINNING** along the Easterly, Southerly and Westerly line of said Lot 12 for the following five (5) courses and distances:

1. South 00°24'56" East a distance of 529.90 feet;
2. thence South 89°35'04" West a distance of 707.50 feet;
3. thence North 00°24'56" West a distance of 290.00 feet;
4. thence North 89°35'04" East a distance of 110.00 feet; and
5. thence North 00°24'56" West a distance of 105.00 feet;

thence leaving said Westerly line of Lot 12, North 89°35'04" East a distance of 385.00 feet; thence North 00°24'56" West a distance of 134.90 feet to a point on the North line of said Lot 12; thence along said North line of said Lot 12, North 89°35'04" East a distance of 212.50 feet to the Point of Beginning.

Containing 6.809 acres of land, more or less.

VILLAGE 10A

Being a portion of said Lot 13.

Beginning at the Northwest corner of said Lot 13; thence from said **POINT OF BEGINNING** along the

Northerly line of said Lot 13, North 89°35'04" East a distance of 136.19 feet to a point of curvature; thence along said Northerly line of said Lot 13, 114.51 feet along the arc of a tangent 600.00 foot radius curve to the left through a central angle of 10°56'04"; thence leaving said Northerly line of said Lot 13 for the following six (6) courses and distances:

1. South 00°24'56" East a distance of 137.03 feet;
2. North 78°05'54" East a distance of 66.13 feet;
3. North 72°13'33" East a distance of 240.20 feet;
4. North 47°04'30" East a distance of 55.35 feet;
5. North 40°38'57" East a distance of 44.52 feet; and
6. North 40°22'39" West a distance of 144.11 feet to a point of curvature situate on the Northerly line of said Lot 13;

thence along the Northerly, Easterly, Southerly and Westerly lines of said Lot 13 for the following eight (8) arcs, courses and distances:

1. from a radial line which bears South 40°22'39" East, 93.97 feet along the arc of a non-tangent 600.00 foot radius curve to the left through a central angle of 08°58'24";
2. North 40°38'57" East a distance of 107.01 feet;
3. South 49°21'03" East a distance of 390.00 feet;
4. South 40°38'57" West a distance of 785.26 feet;
5. North 40°09'33" West a distance of 109.31 feet to a point of curvature;
6. from a radial line which bears South 40°09'33" East, 156.77 feet along the arc of a non-tangent 226.00 foot radius curve to the right through a central angle of 39°44'37";
7. South 89°35'04" West a distance of 222.69 feet; and
8. North 00°24'56" West a distance of 529.90 feet to the True Point of Beginning.

Containing 9.355 acres of land, more or less.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This description is for a **development agreement only** and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: _____

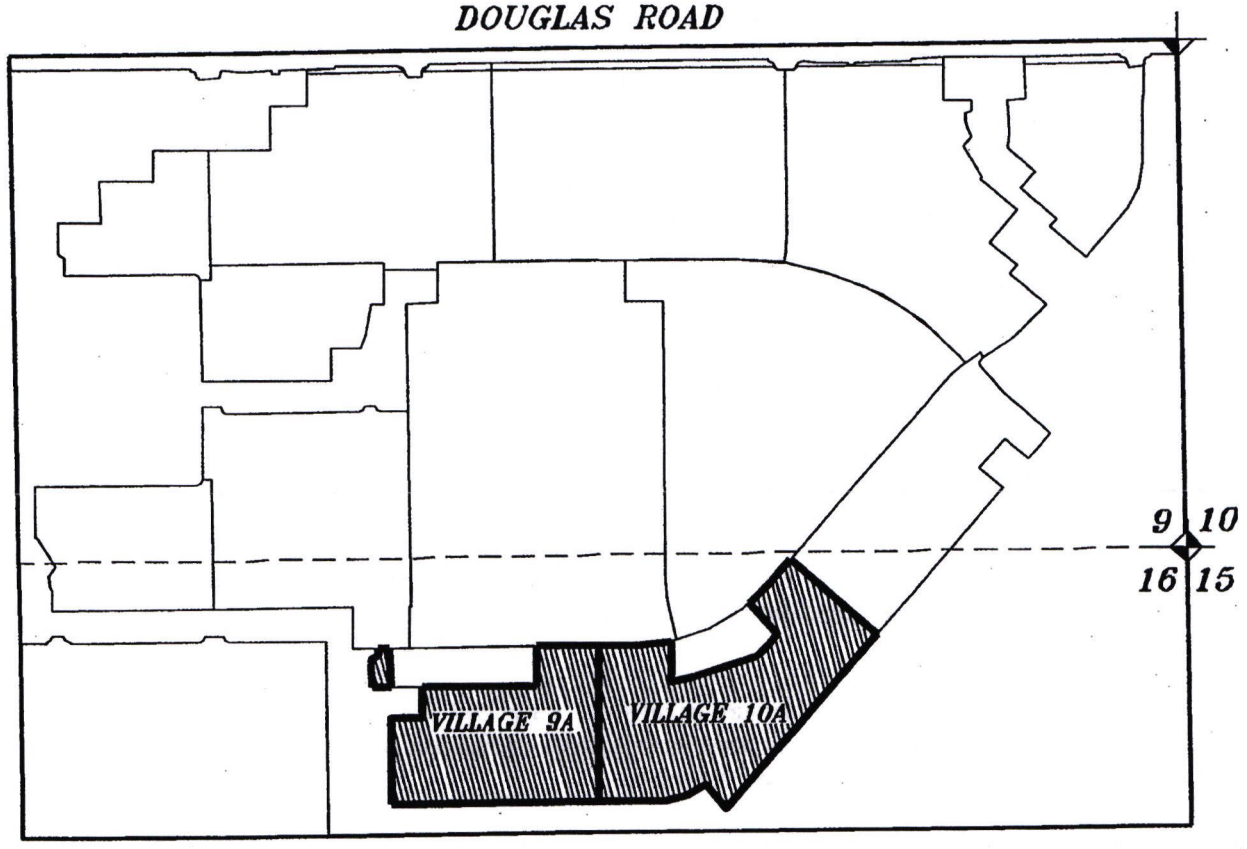
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES 9A & 10A
BEAZER HOMES HOLDINGS CORPORATION
DEVELOPMENT AGREEMENT
PORTION OF LOTS 12 & 13
OF 326 B.M. 5
SEC. 16, T.8 N., R.7 E., M.D.M.,

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1" =600'

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-DA\Geomatics\plats to accompany\SUN-PRK-DEV-AGREE.dwg 5/04/04 11:38am jkrage

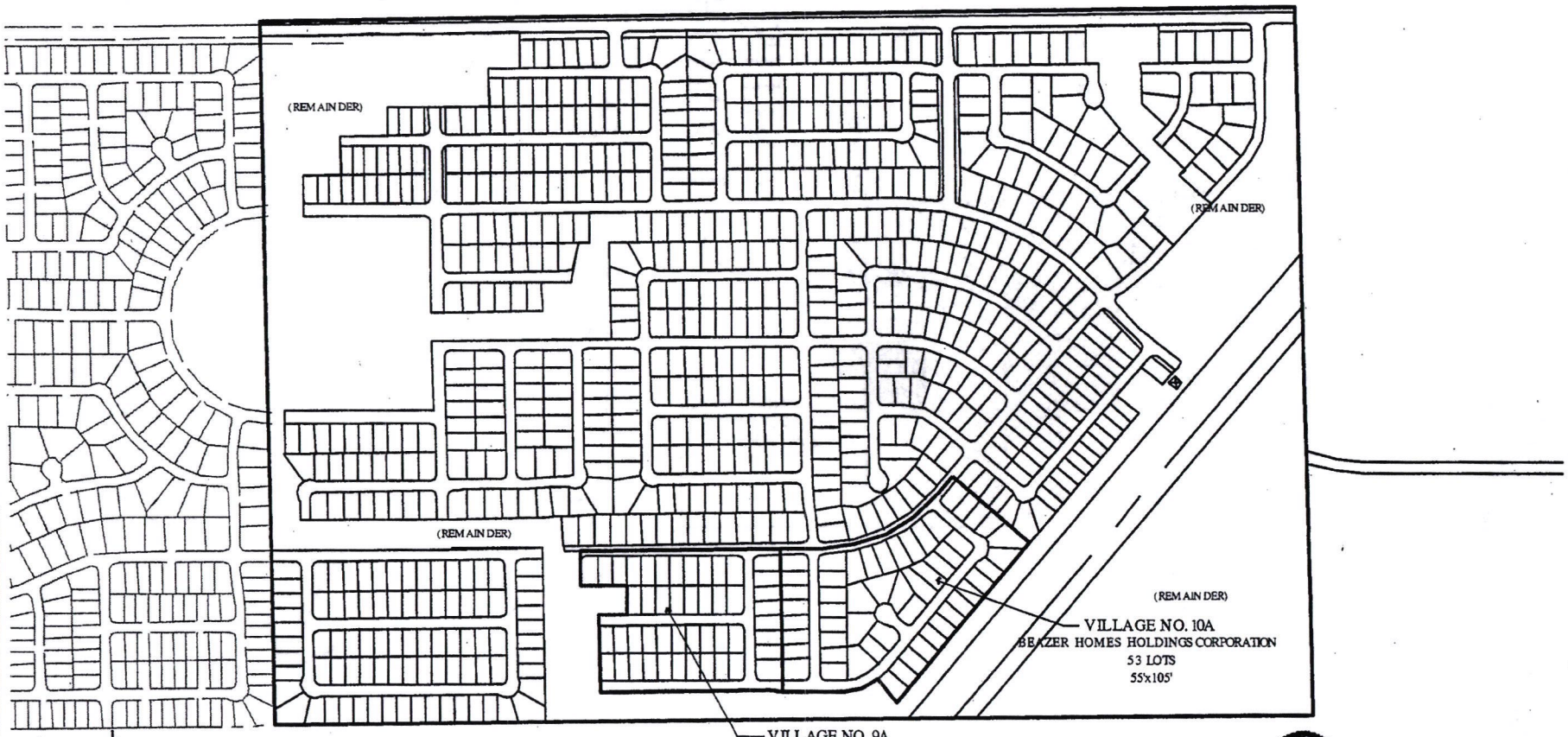
PROPERTY OWNERS EXHIBIT

SUNRIDGE PARK

VILLAGES 9A & 10A
AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
2301 G STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

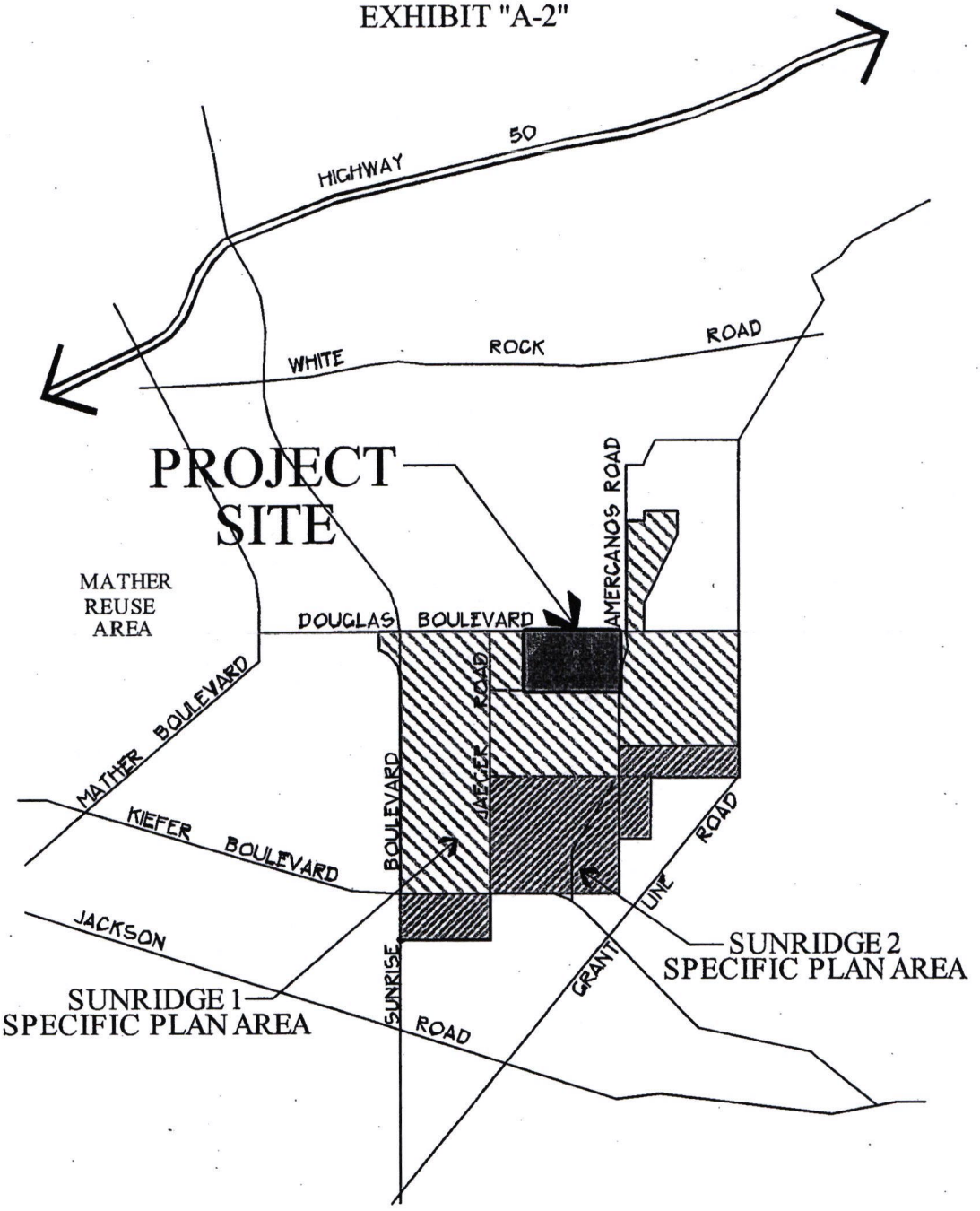
LOCATION MAP

SUNRIDGE PARK

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 2004

EXHIBIT "A-2"



NORTH
N.T.S.

WOOD RODGERS
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PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT B-1

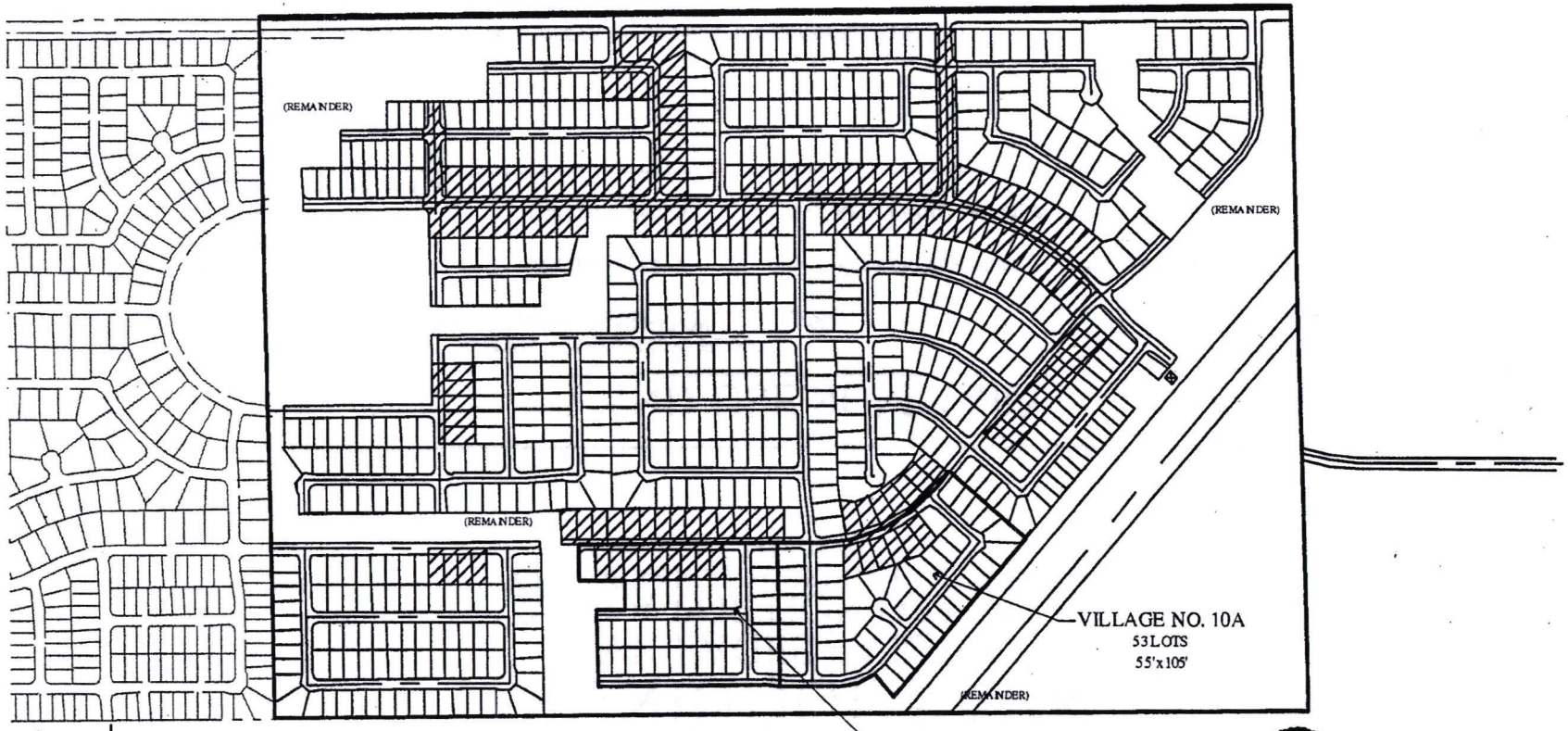
LAND USE MAP

SUNRIDGE PARK

VILLAGES 9A & 10A
AND A PORTION OF UNIT A

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004



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PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT B-2

LAND USE SUMMARY
SUNRIDGE PARK
VILLAGES 9A & 10A
AND A PORTION OF UNIT A
CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 15, 2004

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 9A AND A PORTION OF UNIT A	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X105' TYP.)	8.6	8.6	47
VILLAGE 10A AND A PORTION OF UNIT A	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X105' TYP.)	10.7	10.7	53
TOTAL			19.3	19.3	100

GROSS ACREAGE INCLUDES ALL MINOR STREETS & LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR STREETS ONLY.

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 66456.1(a) OF THE SUBDIVISION MAP ACT
2. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. PARK FEES FOR RD-10 LOT WILL BE DEFERRED UNTIL ACTUAL SITE DEVELOPMENT APPROVAL.

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PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT "C"
LIST OF
AUTHORIZED FACILITIES

Roadway, Joint Trench Utilities, Local Drainage, Landscaping and Soundwalls

1. Douglas Road: Jaeger Road to Americanos Road
2. Douglas Road at Jaeger Road
3. Chrysanthy Boulevard: Anatolia I boundary to Jaeger Road
4. Chrysanthy Boulevard at Jaeger Road
5. Jaeger Road: Douglas Road to Chrysanthy Boulevard
6. Douglas Road at Americanos Road
7. Americanos Road: Douglas Road to West Boundary
8. Douglas Road at Zinfandel Drive
9. Sunrise Boulevard: Kiefer Boulevard to SR 16
10. Sunrise Boulevard at Kiefer Boulevard
11. Sunrise Boulevard at SR 16
12. Sunrise Boulevard at Grant Line Road
13. Grant Line Road at SR 16
14. Grant Line Road at White Rock Road
15. SR 16 at Bradshaw Road
16. SR 16 at Eagle's Nest Road
17. SR 16 at Excelsior
18. SR 16: Sunrise Boulevard to Grant Line Road
19. Alta Sunrise Reliever: Douglas Road to US 50
20. Zinfandel Drive Extension
21. Sunridge Park Collector Roads

Utility Improvements

22. Any and all major Water facilities necessary to provide water service to Sunridge Park
23. Any and all major Sewer facilities necessary to provide sewer service to Sunridge Park
24. Any and all major Drainage facilities necessary to provide drainage for Sunridge Park

Park Improvements

25. Any and all park improvements within Sunridge Park

Other

26. Sunridge Specific Plan Water Fees for Sunridge Park
27. Sunridge Specific Plan Sewer Fees for Sunridge Park
28. Sunridge Specific Plan Road Fees for Sunridge Park
29. Sunridge Specific Plan Park Development Fees for Sunridge Park

30. Consultant fees, application fees, processing fees, and document production costs associated with the CFD preparation and processing of Public Facilities Reports, Engineering Studies, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sale process.

31. Any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing District facilities that are primarily for the benefit of the District; or 2) repair or rehabilitate existing District facilities.

###

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

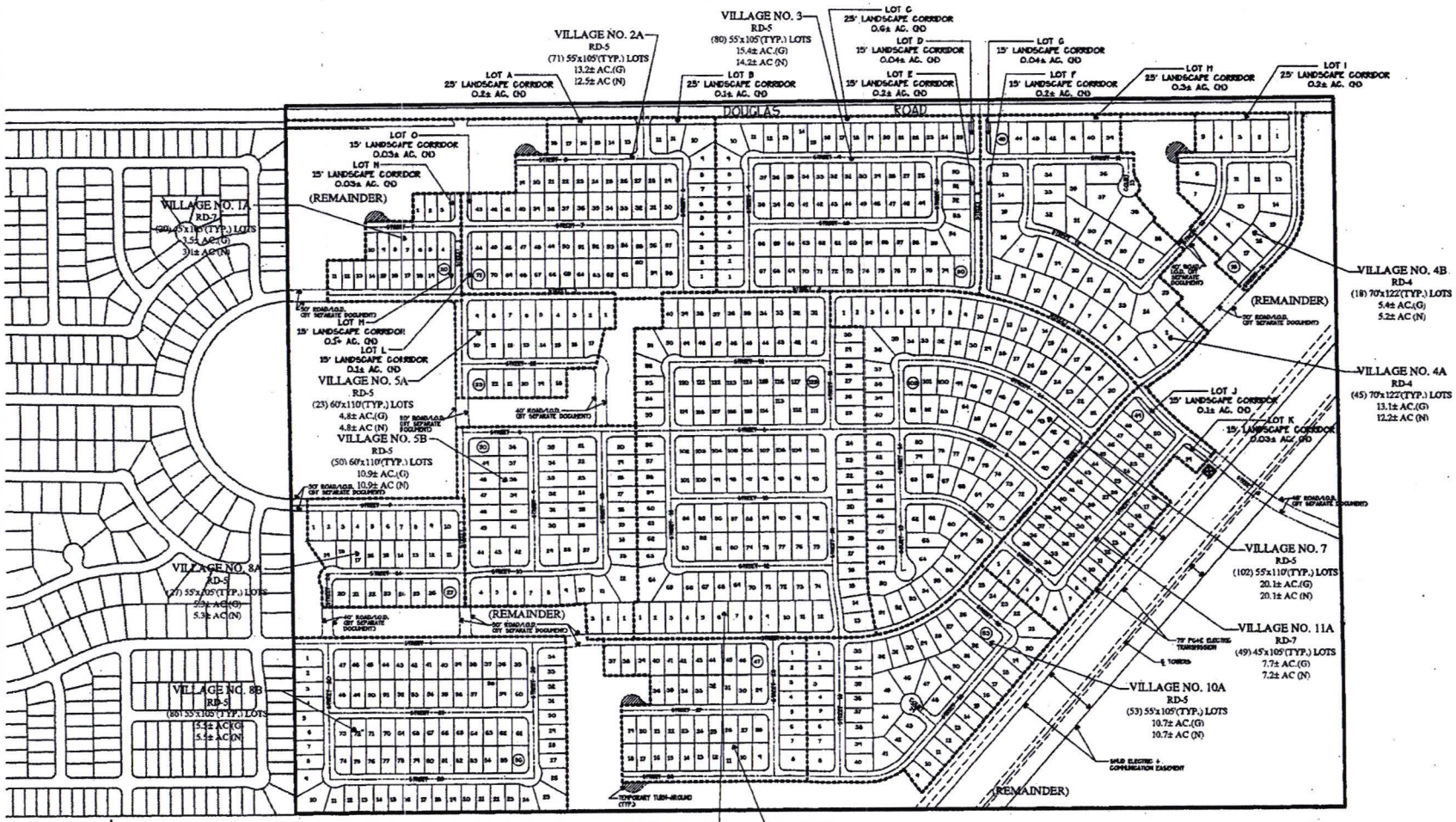
SUNRIDGE PARK

EXHIBIT "D"

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 9, 2003

(REVISED DECEMBER 16, 2003)



WOOD RODGERS

ENGINEERING • PLANNING • MAPPING • SURVEYING

3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816

PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT "E"

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO SUNRIDGE PARK PROJECT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this day of , 2004 , by and between BEAZER HOMES HOLDINGS CORPORATION, a Delaware corporation (hereinafter "Developer"), and _____ , a _____ (hereinafter "Assignee").

RECITALS

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

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

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

_____

_____

_____

Attn: _____

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

DEVELOPER:

BEAZER HOMES HOLDINGS CORPORATION
a Delaware corporation

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

By: _____

Printed Name: _____

Title: _____

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

DEVELOPMENT AGREEMENT

By and between THE CITY OF

RANCHO CORDOVA

and

GMAC MODEL HOME CORPORATION, INC.

and

U.S. HOME CORPORATION

RELATIVE TO ANATOLIA UNITS I AND II

Exhibit E

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DEVELOPMENT AGREEMENT
RELATIVE TO ANATOLIA UNITS I AND II

This Development Agreement is entered into this_____ day of 2004, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and GMAC MODEL HOME FINANCE, INC., a Virginia corporation, and U.S. HOME CORPORATION, a Delaware corporation (collectively "Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. **Property.** Landowner holds legal interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property").

3. **Public Hearing.** On October 20, 2003, the City Council designated itself as the planning agency for purposes of development agreement review pursuant to Government Code.Section 65867. The City Council also considered this Agreement and recommended that the City Council approve this Agreement.

4. **Environmental Impact Report.** In 2002, Sacramento County ("County") certified as adequate and complete the Final EIR (the "EIR") for SunRidge Specific Plan and Zoning ordinance for the Property (the "Project"). The County has also approved a Mitigated Negative Declaration ("MND") for the Anatolia Tentative Subdivision Maps Units I, II and III and this Development Agreement on May 12, 2003. Mitigation measures were required in the EIR and MND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

5.1 The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003;

5.2 The SunRidge Specific Plan adopted by County, as adopted by the City on July 1, 2003 by City Resolution No. 06-2003, 2002 (the "Specific Plan");

5.3 The Rezoning of the Property adopted by the County in 2002, as adopted by the City on July 1, 2003 by City Resolution No. 07-2003 and City Urgency Ordinance No. 01-2003;

5.4 The Tentative Subdivision Map for Anatolia Units I and II, approved by the County on May 12, 2003, and approved by the City on July 1, 2003 by City Resolution No. _____; and

5.5 This Development Agreement, as adopted by City Ordinance No. 38-2004 (the "Adopting Ordinance").

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

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

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

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term.**

5.1 **Effective Date.** The effective date of this Agreement ("Effective Date") is _____ , 2004, which is the effective date of City Ordinance No. 38-2004, adopting this Agreement.

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

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

6. **Use of Property.**

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

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

Single-Family, Low Density Residential	413 units on 87.8 acres

all as set forth in Exhibits B-1 and B-2. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

6.3 Moratorium. Quotas. Restrictions or Other Growth Limitations.

Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Project Approvals. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis, the adoption of which is intended to address a specific, adverse impact upon the public safety or health, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public safety or health issue.

6.4 Additional Conditions.

6.4.1 New Park Development Fees. The Landowner is in the process of negotiating an agreement with the Cordova Recreation and Park District ("Park District"). The Landowner intends to agree to pay the Park District the sum of three thousand dollars ($3,000) for each residential parcel shown on the final maps for the Property. This fee shall be used by the Park District to construct new parks and recreational facilities, including park frontage improvements. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco Oakland San Jose, California area between August and August of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. In the event that the District does not collect all or any portion of the $3,000 per parcel fee described in this Section, the Landowner agrees that the City shall have the right to require Landowner to pay the fee to the City prior to issuance of each building permit for the Property. The City intends to agree with the District about the distribution to

the District, of fees it collects under this Section. The City agrees that payment of the $3,000 per parcel fee for all of the residential parcels on the Property to either the District or to the City shall satisfy the Landowner's financial obligations for the Property under Section 607-15A3, Condition of Approval A-3 of SZC 2002-0015. This payment is made voluntarily by the Landowner. It is in addition to any dedication obligations or in lieu fee obligations of Landowner pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any fees, or dedication obligations, required of Landowner under the Quimby Act.

6.4.2 Existing Park Renovation Fees. The Landowner agrees that it shall pay the City the total sum of seven hundred thirty three dollars ($733) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco Oakland San Jose, California area between August and August of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section.

6.4.3 Police Tax. The Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of two hundred fifty ($250) annually per residential parcel or residential parcel equivalent. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price, Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for the Project.

6. Applicable Rules. Regulations and Official Policies.

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

7.2 **Rules Regarding Design and Construction.** Unless otherwise expressly provided in this Agreement, all the other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time the applicable permit approval is granted. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

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

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

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

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

8.2 **Development Impact Fees. Exactions and Dedications.** Except as otherwise provided herein including Section 6.4, any and all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to be paid by Landowner to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") shall be the Exactions authorized as of the Effective Date; provided, however, Landowner shall pay any Exactions authorized by City after the Effective Date provided that said Exactions otherwise comply with applicable law, and which are either (i) required on a City-wide basis, or (ii) which apply uniformly to all properties within the City which are zoned consistent with the Project Approvals, or (iii) which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District or other such financing mechanism, subject to and in accordance with the provisions thereof.

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

9. Community Facilities District.

9.1 Community Facilities District Formation. City and Landowner have caused to be formed the Sunridge-Anatolia Community Facilities District 2003-01 ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the improvements or facilities described in Exhibit C attached hereto (the "CFD Improvements").

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

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

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

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

10. Amendment or Cancellation.

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

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

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

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

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

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

12. Annual Review.

12.1 Review Date. The annual review date for this Agreement shall be on or about August 15 and each August 15 thereafter.

12.2 Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice on or about June 15, 2005 and each June 15 thereafter that the City intends to undertake such review. Landowner shall provide evidence to the Planning Director within 30 days of City's notice to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

12.3 Staff Reports. City shall deposit in the mail and fax to Landowner a copy of all staff reports, and related exhibits concerning contract performance at least three (3) days prior to any annual review and shall make every effort to fax copies five (5) days in advance.

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

rates in effect at the time of review.

13. **Default.** Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." Provided, 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 paragraph 13.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1 **Procedure Regarding Defaults.**

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

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

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

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

13.1.5 **Legal Proceedings.** Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity, which are not otherwise provided

for or prohibited by this Agreement, or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

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

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

15. Mortgagee Protection; Certain Rights of Cure.

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

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

15.3 Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to

Landowner with respect to any claim by City that Landowner has committed an event of default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the event of default claimed set forth in the City's notice. City, through its City Manager, may extend the cure period provided in Section 13.1 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

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

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

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

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

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

21. **Agreement Runs with the Land.** All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein,

whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

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

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

24. Insurance.

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

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

24.3 Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 24.1 and 24.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City,

its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

25. **Excuse for Nonperformance.** Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

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

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

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

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

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

GMAC Model Home Finance, Inc.
7204 Glen Forest Dr., Suite 201
Richmond, Virginia 23226 Attn:
Tom Kranz

U.S. Home Corporation
2366 Gold Meadow Way, Suite 100
Gold River, CA 95670
Attn: Sherman Haggerty

With a copy to:

Timothy D. Taron Hefner, Stark &
Marois, LLP 2150 River Plaza
Drive, Suite 450 Sacramento, CA
958333-3883

Either party may change the address stated herein by giving notice in writing to the other party,

and thereafter notices shall be addressed and transmitted to the new address.

28. Form of Agreement: Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of fifteen (15) pages and seven (7) exhibits, which constitute the entire understanding and agreement of the parties.

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

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 17-2003, adopted by the Council of the City on the ____ day of _____, 2004, and Landowner has caused this Agreement to be executed.

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: _____

GMAC MODEL HOME FINANCE,
INC. a Virginia corporation

By: _____
Name: _____
Its: _____

U.S HOME CORPORATION,
a Delaware corporation
By:_____
Name: Sherman Haggerty
Its: Division President
By:_____
Name: Kathy Long
Its: Vice President/Controller

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT LIST

Exhibit A-1 - Legal Description of the Property
Exhibit A-2 - Diagram of the Property
Exhibit B-1 - Land Use Map for the Property
Exhibit B-2 - Land Use Table
Exhibit C - CFD Improvements
Exhibit D - Tentative Subdivision Map
Exhibit E - Form of Assignment

1143.038
04/23/04
CES

EXHIBIT "A-1"

DESCRIPTION OF PROPERTY
ANATOLIA I & II DEVELOPMENT AGREEMENT

All that certain real property situate in a portion of the Southwest One-Quarter of Fractional Section 8 and a portion of Section 17, Township 8 North, Range 7 East, Mount Diablo Base and Meridian, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

AREA 1 (VILLAGE 7)

All of Lot 21 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 2 (VILLAGE 9)

All of Lot 9 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 3 (VILLAGE 12)

All of Lot 12 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

This legal description is valid for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my supervision pursuant to section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 4/23/04



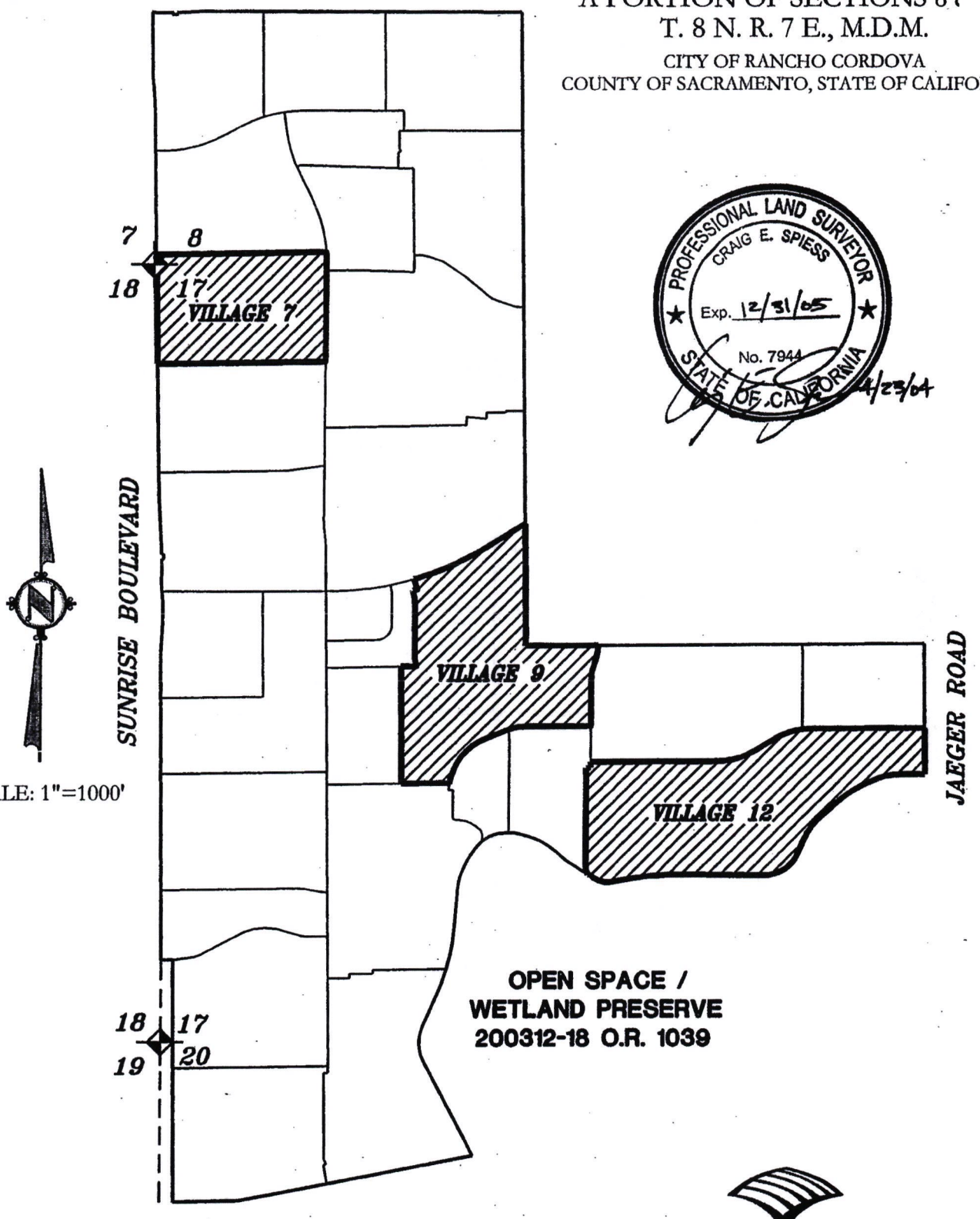
PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY DESCRIPTION

ANATOLIA I & II
VILLAGES 7, 9 & 12
DEVELOPMENT AGREEMENT
A PORTION OF SECTIONS 8 & 9
T. 8 N. R. 7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/05
No. 7944
STATE OF CALIFORNIA
4/23/04

SCALE: 1"=1000'

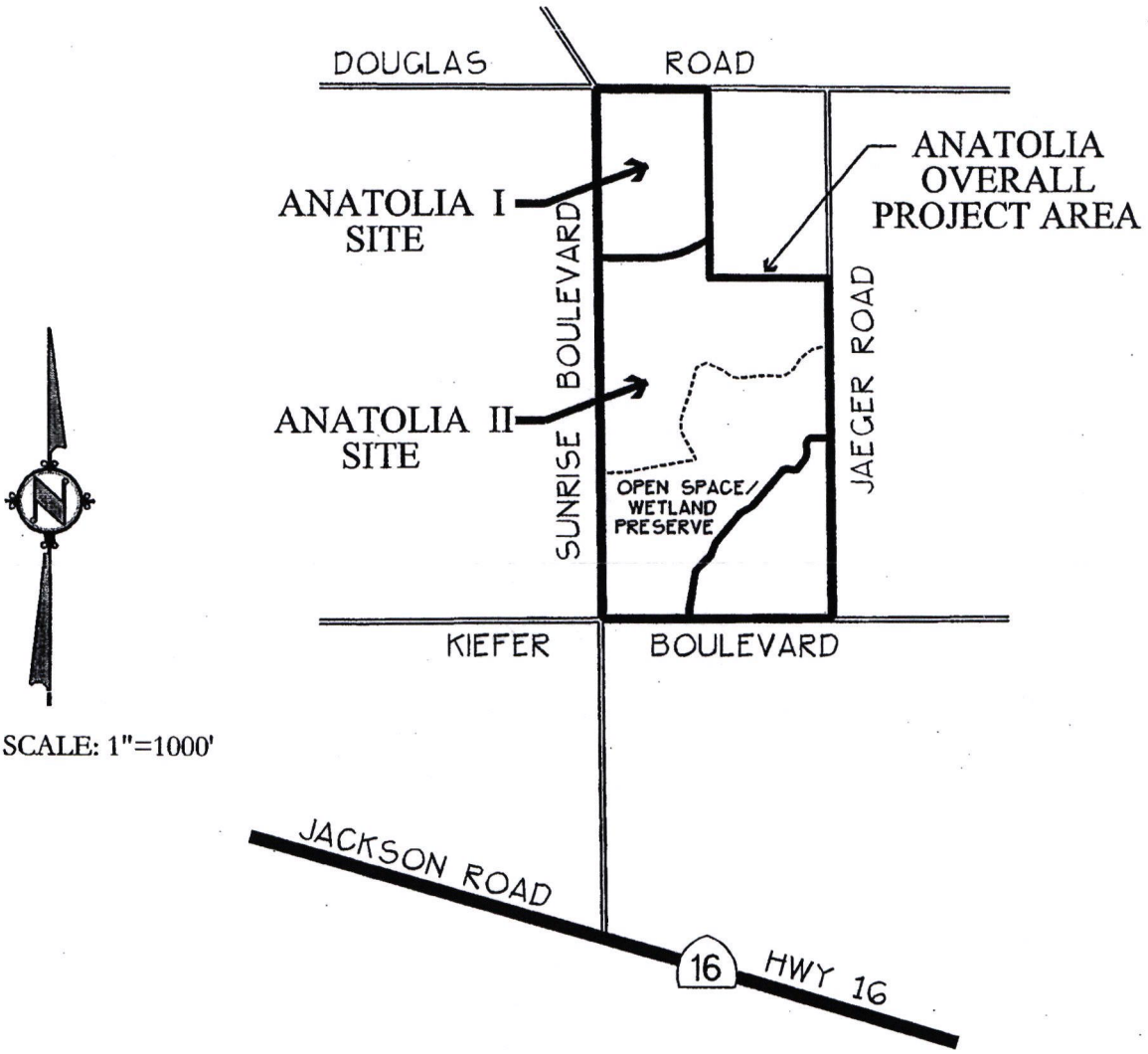
SEE DESCRIPTION FOR COURSE INFORMATION

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

LOCATION MAP
ANATOLIA I & II
A PORTION OF THE SUNRIDGE SPECIFIC PLAN AREA
AND THE SUNRISE DOUGLAS COMMUNITY PLAN AREA

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

EXHIBIT A-1



SCALE: 1"=1000'

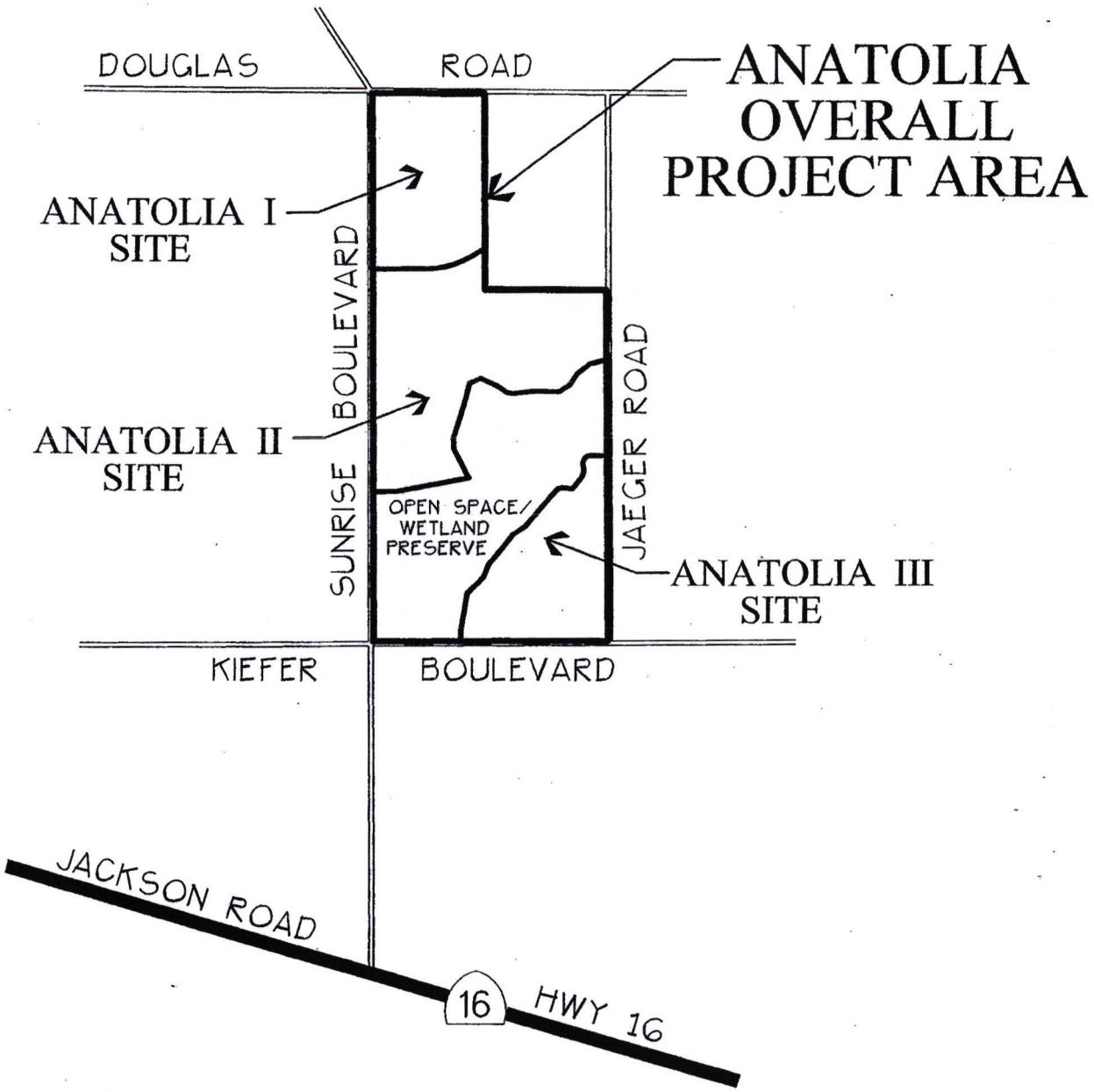
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

LOCATION MAP
ANATOLIA I & II

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 2004

EXHIBIT "A-2"



NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

LAND USE SUMMARY

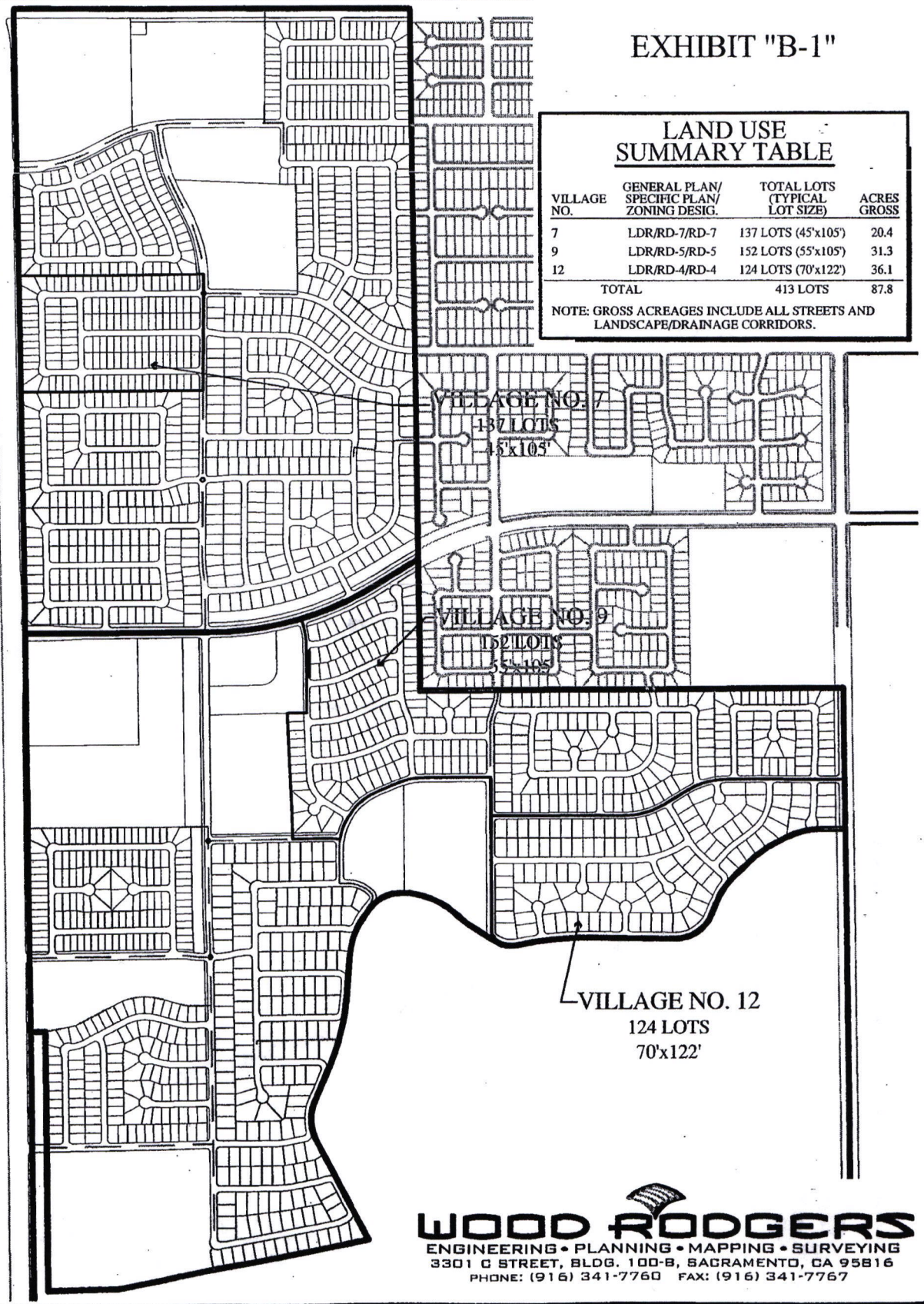
ANATOLIA I & II

VILLAGES 7, 9 & 12

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 15, 2004

EXHIBIT "B-1"



LAND USE SUMMARY TABLE

VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIG.	TOTAL LOTS (TYPICAL LOT SIZE)	ACRES GROSS
7	LDR/RD-7/RD-7	137 LOTS (45'x105')	20.4
9	LDR/RD-5/RD-5	152 LOTS (55'x105')	31.3
12	LDR/RD-4/RD-4	124 LOTS (70'x122')	36.1
TOTAL		413 LOTS	87.8

NOTE: GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE/DRAINAGE CORRIDORS.

NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

LAND USE SUMMARY

ANATOLIA I & II

VILLAGES 7, 9 & 12

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 15, 2004

EXHIBIT "B-2"

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 7	LDR/RD-7/RD-7	S-F RESIDENTIAL (45'X105' TYP.)	19.8	20.4	137
VILLAGE 9	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X105' TYP.)	29.0	31.3	152
VILLAGE 12	LDR/RD-4/RD-4	S-F RESIDENTIAL (70'X122' TYP.)	34.2	36.1	124
TOTAL			83.0	87.8	413

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGES OF ABOVE PARCELS.
GROSS ACREAGES INCLUDE ALL STREETS. DRAINAGE CORRIDOR + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR RESIDENTIAL STREETS ONLY.

NOTES:

1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 6463.1(a) OF THE SUBDIVISION MAP ACT.
2. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. PARK FEES FOR RD-10 LOT WILL BE DEFERRED UNTIL ACTUAL SITE DEVELOPMENT APPROVAL.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT "C"

LIST OF AUTHORIZED FACILITIES

TRANSPORTATION FACILITIES, ROADWAY & TRANSIT

R-1 ***Douglas Road from Sunrise Boulevard to Jaeger Road: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Douglas Road from the existing 2 lanes to 4 center lanes from Sunrise Boulevard to Jaeger Road (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-2 ***Douglas Road from Jaeger Road to Americanos Boulevard: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Douglas Road from the existing 2 lanes to 4 center lanes from Jaeger Road to Americanos Boulevard (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-3 ***Douglas Road at Sunrise Boulevard: 6x6 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Douglas Road/Sunrise Boulevard (including the first 450' of roadway from the intersection) to provide for a 6X6 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-4 ***Douglas Road at Jaeger Road: 6X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Douglas Road/Jaeger Road (including the first 450' of roadway from the intersection) to provide for a 6X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-5 ***Zinfandel at Douglas Road: Add Through Lanes to North and Southbound Approaches*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Zinfandel/Douglas Road to add through lanes to north and southbound approaches, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-6 ***Sunrise Boulevard from Douglas Road to Pyramid Boulevard: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Sunrise Boulevard from the existing 2 lanes to 4 center lanes from Douglas Road to Pyramid Boulevard (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-7 ***Sunrise Boulevard from Pyramid Boulevard to Kiefer Boulevard: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Sunrise Boulevard from the existing 2 lanes to 4 center lanes from Pyramid Boulevard to Kiefer Boulevard (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-8 ***Sunrise Boulevard from Kiefer Boulevard to State Route 16: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Sunrise Boulevard from the existing 2 lanes to 4 center lanes from Kiefer Boulevard to State Route 16 (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-9 ***Sunrise Boulevard at Pyramid Boulevard: 6X4 Lane 3-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Sunrise Boulevard/Pyramid Boulevard (including the first 450' of roadway from the intersection) to provide for a 6X4 lane, 3-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, soundwall, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-10 ***Sunrise Boulevard at Kiefer Boulevard: 6X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Sunrise Boulevard/Kiefer Boulevard (including the first 450' of roadway from the intersection) to provide for a 6X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-11 ***Sunrise Boulevard at State Route 16 (Jackson Highway): 6X6 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Sunrise Boulevard/S.R. 16 (including the first 450' of roadway from the intersection) to provide for a 6X6 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-13 ***Grant Line Road at State Route 16 (Jackson Highway): 6X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Grant Line Road/State Route 16 (Jackson Highway) to provide for a 6X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-15 ***Pyramid Boulevard from Sunrise Boulevard to Jaeger Road: 2 Center Lanes Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering Pyramid Boulevard to provide 2 center lanes and a median from Sunrise Boulevard to Jaeger Road (excluding the first 450' from the intersections), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage,

landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-16 ***Pyramid Boulevard at Jaeger Road: 4X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection at Pyramid Boulevard/Jaeger Road (including the first 450' of roadway from the intersection) to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, landscaping, soundwall, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-17 ***Jaeger Road from Pyramid Road to Douglas Road: 2 Center Lanes Plus Median Curb*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the center 2 lanes of Jaeger Road and median curb from Pyramid Road to Douglas Road (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose

R-18 ***Sunrise Boulevard from White Rock Road to Douglas Road: Widening from 4 Lanes to 6 Lanes*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Sunrise Boulevard from the existing 4 lanes to 6 lanes from White Rock Road to Douglas Road (excluding the first 450' from the Douglas Road intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-19 ***Folsom South Canal Trail Access at Douglas Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the trail access at Douglas Boulevard, or such other alternative facilities that serve substantially the same purpose.

R-20 ***Bradshaw Road at State Route 16 (Jackson Highway): 4X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Bradshaw Road/S.R. 16 to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-21 ***Eagles Nest Road at State Route 16 (Jackson Highway): 4X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection modifications at Eagles Nest Road/S.R. 16 to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, sawcut & pavement removal, landscaping, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-23 ***Sunrise Boulevard Collector Signalization: Douglas Road to Kiefer Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering intersection signalizations for the two collector streets between Douglas Road and Kiefer Boulevard that intersect with Sunrise Boulevard, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, landscaping, and traffic signals, or such other alternative facilities that serve substantially the same purpose.

R-24 ***State Route 16 (Jackson Highway) from Sunrise Boulevard to Grant Line Road: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection,

testing, staking, construction management, fees, constructing and delivering the widening of State Route 16 (Jackson Highway) from the existing 2 lanes to 4 center lanes from Sunrise Boulevard to Grant Line Road, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-25 ***Alta Sunrise Reliever: Douglas Road to US 50*** – All costs associated with providing initial planning and environmental work for the future Alta Sunrise reliever from Douglas Road to US 50, or such other alternative facilities that serve substantially the same purpose.

R-27 ***Kiefer Boulevard from Sunrise Boulevard to Jaeger Road: 1 Center Lane Plus Median Curb*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northernmost center lane of Kiefer Boulevard and a median curb from Sunrise Boulevard to Jaeger Road (excluding the first 450' from each intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-28 ***Kiefer Boulevard at Jaeger Road: 4X4 Lane 4-Way Intersection Widening & Signalization*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the intersection at Kiefer Boulevard/Jaeger Road (including the first 450' of roadway from the intersection) to provide for a 4X4 lane, 4-way signalized intersection, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, traffic control, landscaping, soundwall, storm drain, manholes, drainage inlets, streetlights, and traffic signal modification, or such other alternative facilities that serve substantially the same purpose.

R-29 ***Jaeger Road from Pyramid Road to Southern Boundary of Anatolia II: 1 Center Lane Plus Median Curb*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westernmost center lane of Jaeger Road and a median curb from Pyramid Road to the southern boundary of Anatolia II (excluding the first 450' from the Pyramid intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-30 ***Jaeger Road from Southern Boundary of Anatolia II to Northern Boundary of Anatolia III (Adjacent to Preserve): 1 Center Lane Plus Median Curb*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westernmost center lane of Jaeger Road and a median curb from the southern boundary of Anatolia II to the northern boundary of Anatolia III (adjacent to preserve), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-31 ***Jaeger Road from Northern Boundary of Anatolia III to Kiefer Boulevard: 1 Center Lane Plus Median Curb*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westernmost center lane of Jaeger Road and a median curb from the northern boundary of Anatolia III to Kiefer Boulevard (excluding the first 450' from the Kiefer intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-32 ***Douglas Road from Mather East Westerly Boundary to Sunrise Boulevard: Southerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Douglas Road from the westerly Mather East boundary to Sunrise Boulevard (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls,

storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-33 ***Douglas Road from Sunrise Boulevard to Easterly Anatolia I Boundary: Southerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Douglas Road from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-34 ***Sunrise Boulevard from Douglas Road to Southerly Mather East Boundary: Westerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Sunrise Boulevard from Douglas Road to southerly Mather East boundary (excluding the first 450' from the Douglas intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-35 ***Sunrise Boulevard from Douglas Road to Pyramid Boulevard: Easterly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the easterly frontage improvements on Sunrise Boulevard from Douglas Road to Pyramid Boulevard (excluding the first 450' from the Douglas and Pyramid intersections), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-36 ***Sunrise Boulevard from Pyramid Boulevard to Southerly Anatolia II Boundary: Easterly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the easterly frontage improvements on Sunrise Boulevard from Pyramid Boulevard to the southerly Anatolia II boundary (excluding the first 450' from the Pyramid intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-39 ***Sunrise Boulevard from Southerly Anatolia II Boundary to Kiefer Boulevard: Easterly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the easterly frontage improvements on Sunrise Boulevard from the southerly Anatolia II boundary to Kiefer Boulevard (excluding the first 450' from the Kiefer intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-41 ***Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary: Northerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northerly frontage improvements on Pyramid Boulevard from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-42 ***Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary: Southerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Pyramid Boulevard from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-43 ***Kiefer Boulevard from Sunrise Boulevard to Westerly Anatolia III Boundary (Adjacent to Preserve): Northerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northerly frontage improvements on Kiefer Boulevard from Sunrise Boulevard to the westerly Anatolia III boundary (excluding the first 450' from the Sunrise intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-44 ***Kiefer Boulevard: Anatolia III Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the northerly frontage improvements on Kiefer Boulevard adjacent to Anatolia III (excluding the first 450' from the Jaeger intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-45 ***Jaeger Road: Anatolia IV Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road adjacent to Anatolia IV, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-46 ***Jaeger Road from Northerly Anatolia II Boundary to Southerly Anatolia II Boundary: Westerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road from the northerly Anatolia II boundary to the southerly Anatolia II boundary, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-47 ***Jaeger Road from Southerly Anatolia II Boundary to Northerly Anatolia III Boundary (Adjacent to Preserve): Westerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road from the southerly Anatolia II boundary to the northerly Anatolia III boundary (adjacent to preserve), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-48 ***Jaeger Road from Northerly Anatolia III Boundary to Kiefer Boulevard: Westerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the westerly frontage improvements on Jaeger Road from the northerly Anatolia III boundary to Kiefer Boulevard (excluding the first 450' from the Jaeger intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-49 ***Douglas Road from Sunrise Boulevard to 1,500 Feet West of Sunrise Boulevard: Widening 2 Center Lanes to 4 Plus Median*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the widening of Douglas Road from the existing 2 lanes to 4 center lanes from Sunrise Boulevard to 1,500' west of Sunrise Boulevard (excluding the first 450' from the intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, striping, signage, sawcut & pavement removal, landscaping, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose..

R-50 ***Anatolia I Interior Collector Roadway Segments: Non-Single Family Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering either a half or full roadway section where single family lots do not front on the half or full roadway section within Anatolia I, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-51 ***Anatolia II Interior Collector Roadway Segments: Non-Single Family Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering either a half or full roadway section where single family lots do not front on the half or full roadway section within Anatolia II, including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

R-52 ***Pyramid Boulevard from Westerly Anatolia IV Boundary to Jaeger Road: Southerly Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering the southerly frontage improvements on Pyramid Boulevard from westerly Anatolia IV boundary to Jaeger Road (excluding the first 450' from the Jaeger intersection), including but not limited to clearing, grubbing, mobilization, excavation, pavement, curb, gutter, sidewalk, striping, signage, sawcut & pavement removal, landscaping, soundwalls, storm drain, manholes, and drainage inlets, or such other alternative facilities that serve substantially the same purpose.

JOINT TRENCH UTILITIES

JT-3 ***Douglas Road at Sunrise Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,452 feet in length through the Douglas/Sunrise intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-4 ***Douglas Road at Jaeger Road*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 358 feet in length through the Douglas/Jaeger intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-9 ***Sunrise Boulevard at Pyramid Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,354 feet in length through the Sunrise/Pyramid intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-10 ***Sunrise Boulevard at Kiefer Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench

conduit, approximately 1,096 feet in length through the Sunrise/Kiefer intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-16 ***Pyramid Boulevard at Jaeger Road*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 368 feet in length through the Pyramid/Jaeger intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-28 ***Kiefer Boulevard at Jaeger Road*** – All facilities and costs associated with designing, engineering, staking, inspection, testing, construction management, fees, constructing and delivering a joint trench conduit, approximately 736 feet in length through the Kiefer/Jaeger intersection (including the first 450' of roadway from the intersection), or such other alternative facilities that serve substantially the same purpose.

JT-32 ***Douglas Road from Mather East Westerly Boundary to Sunrise Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 600 feet in length from the Mather East westerly boundary to Sunrise Boulevard (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-33 ***Douglas Road from Sunrise Boulevard to Easterly Anatolia I Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,150 feet in length from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-34 ***Sunrise Boulevard from Douglas Road to Southerly Mather East Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,550 feet in length from Douglas Road to the southerly Mather East boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-35 ***Sunrise Boulevard from Douglas Road to Pyramid Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,000 feet in length from Douglas Road to Pyramid Boulevard (excluding the first 450' of roadway from the Sunrise and Pyramid intersections), or such other alternative facilities that serve substantially the same purpose.

JT-36 ***Sunrise Boulevard from Pyramid Boulevard to Southerly Anatolia II Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,500 feet in length from Pyramid Boulevard to southerly Anatolia II boundary (excluding the first 450' of roadway from the Pyramid intersection), or such other alternative facilities that serve substantially the same purpose.

JT-39 ***Sunrise Boulevard from Southerly Anatolia II Boundary to Kiefer Boulevard*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,600 feet in length from the southerly Anatolia II boundary to Kiefer Boulevard (excluding the first 450' of roadway from the Kiefer intersection), or such other alternative facilities that serve substantially the same purpose.

JT-41 ***Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,150 feet in length from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-42 ***Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,150 feet in length from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-43 ***Kiefer Boulevard from Sunrise Boulevard to Westerly Anatolia III Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,550 feet in length from Sunrise Boulevard to the westerly Anatolia III boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-44 ***Kiefer Boulevard from Westerly Anatolia III Boundary to Jaeger Road*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,800 feet in length from westerly Anatolia III boundary to Jaeger Road (excluding the first 450' of roadway from the Jaeger intersection), or such other alternative facilities that serve substantially the same purpose.

JT-45 ***Jaeger Road: Anatolia IV Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 600 feet in length adjacent to Anatolia IV, or such other alternative facilities that serve substantially the same purpose.

JT-46 ***Jaeger Road: Anatolia II Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 950 feet in length adjacent to Anatolia II, or such other alternative facilities that serve substantially the same purpose.

JT-47 ***Jaeger Road from Southerly Anatolia II Boundary to Northerly Anatolia III Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,800 feet in length from the southerly Anatolia II boundary to the northerly Anatolia III boundary, or such other alternative facilities that serve substantially the same purpose.

JT-48 ***Jaeger Road: Anatolia III Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,650 feet in length adjacent to Anatolia III, or such other alternative facilities that serve substantially the same purpose.

JT-50 ***Anatolia I Interior Collector Roadway Segments: Non-Single Family Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,400 feet in length adjacent to the Anatolia I Interior Collector Roadway Segments, or such other alternative facilities that serve substantially the same purpose.

JT-51 ***Anatolia II Interior Collector Roadway Segments: Non-Single Family Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 8,375 feet in length adjacent to the Anatolia II Interior Collector Roadway Segments, or such other alternative facilities that serve substantially the same purpose.

JT-52 ***Pyramid Boulevard from Westerly Anatolia IV Boundary to Jaeger Road*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,000 feet in length adjacent to Anatolia IV, or such other alternative facilities that serve substantially the same purpose.

SANITARY SEWER FACILITIES

S-1 ***8" Sewer Force Main: Kiefer Boulevard Lift Station to Pyramid Boulevard Outfall*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 11,200 lineal feet of sewer force main from the Kiefer Boulevard Lift Station (Facility S-2), north to Pyramid Boulevard Outfall near Jaeger Road, or such other alternative facilities that serve substantially the same purpose.

S-2 ***Kiefer Boulevard Lift Station*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility in Anatolia III to serve Anatolia III, or such other alternative facilities that serve substantially the same purpose.

S-3 ***18" Sewer Force Main: Pyramid Boulevard Lift Station to Mayhew Drive Outfall*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 43,000 lineal feet of sewer force main from the Pyramid Boulevard Lift Station (Facility S-4), south and west to Mayhew Drive Outfall, or such other alternative facilities that serve substantially the same purpose.

S-4 ***Pyramid Boulevard Lift Station*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility near the intersection of Pyramid Boulevard and Sunrise Boulevard in Anatolia II to serve Anatolia I, II, III & IV, or such other alternative facilities that serve substantially the same purpose.

S-5 ***6" Sewer Force Main: Douglas Boulevard Lift Station to Pyramid Boulevard Outfall*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 5,100 lineal feet of sewer force main from the Douglas Boulevard Lift Station (Facility S-6), south to Pyramid Boulevard Outfall near Sunrise Boulevard, or such other alternative facilities that serve substantially the same purpose.

S-6 ***Douglas Boulevard Lift Station*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility in Mather East to serve Mather East and the northwestern most portion of Anatolia I, or such other alternative facilities that serve substantially the same purpose.

WATER FACILITIES

W-1 ***Vineyard Well Field*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a well field and related monitoring wells at the Vineyard Well Field to provide water for the SunRidge Specific Plan Area, or such other alternative facilities that serve substantially the same purpose.

W-2 ***30" Water Supply Line from Well Field to Kiefer Boulevard Groundwater Treatment Facility*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 21,500 lineal feet of water supply line from the Vineyard well field near Excelsior Road and Florin Road, north along Excelsior Road, and east along Kiefer Boulevard to the ground water treatment facility on Kiefer Boulevard, or such other alternative facilities that serve substantially the same purpose.

W-3 ***Kiefer Groundwater Treatment Plant*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a groundwater treatment plant at the Kiefer Groundwater Treatment Plant to provide treatment of water for the SunRidge Specific Plan Area, or such other alternative facilities that serve substantially the same purpose.

PARK FACILITIES

P-1 ***Park A – 21.6 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 21.6 acre Park A, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.

P-2 ***Park B – 5.7 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 5.7 acre Park B, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.

P-3 ***Park C – 4.5 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 4.5 acre Park C, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.

P-4 ***Park E – 6.7 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 6.7 acre Park E, located within Anatolia I, or such other alternative facilities that serve substantially the same purpose.

P-5 ***Park K – 5.8 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 5.8 acre Park K, located within Anatolia III, or such other alternative facilities that serve substantially the same purpose.

P-6 ***Bike Trail Connector*** – All facilities and costs associated with designing, engineering, staking, construction management, fees, constructing and delivering a bike trail connector and associated facilities between Anatolia II and Anatolia III, or such other alternative facilities that serve substantially the same purpose.

SUNRIDGE SPECIFIC PLAN FEES

F-1 SunRidge Specific Plan Water Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).

F-2 SunRidge Specific Plan Sewer Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).

F-3 SunRidge Specific Plan Road Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).

ENGINEERING STUDIES, PERMITTING, PUBLIC FACILITIES REPORT, FINANCING PLAN

E-1 ***Engineering Studies, Permitting, Public Facilities Report & Financing Plan*** – Consultant fees, application fees, processing fees, and document production costs associated with the SunRidge-Anatolia CFD No. 1 preparation and processing of Public Facilities Reports, Engineering Studies, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sale process.

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

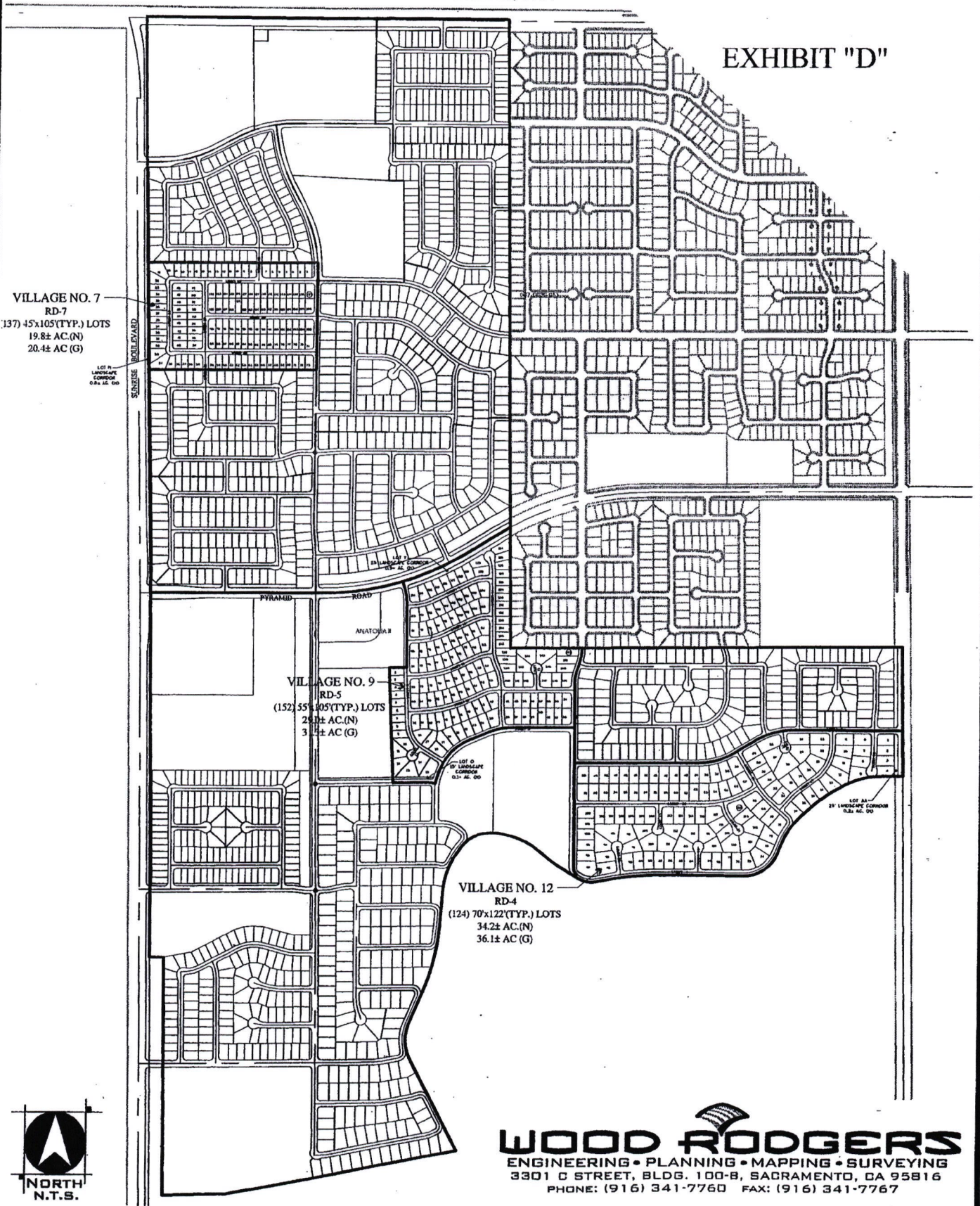
ANATOLIA I & II

VILLAGES 7,9 & 12

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 15, 2004

EXHIBIT "D"



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

GMAC MODEL HOME FINANCE, INC

AND

LENNAR RENAISSANCE, INC.

RELATIVE TO ANATOLIA UNITS I AND II

Exhibit F

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DEVELOPMENT AGREEMENT
RELATIVE TO ANATOLIA UNITS I AND II

This Development Agreement is entered into this _____day of 2004, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and GMAC MODEL HOME FINANCE, INC., a Virginia corporation, and LENNAR RENAISSANCE, INC., a California corporation (collectively "Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

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

2. **Property.** Landowner holds legal interest in certain real property located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property").

3. **Public Hearing.** On October 20, 2003, the City Council designated itself as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867. The City Council also considered this Agreement and recommended that the City Council approve this Agreement.

4. **Environmental Impact Report.** In 2002, Sacramento County ("County"), certified as adequate and complete the Final EIR (the "EIR") for the SunRidge Specific Plan and Zoning ordinance for the Property (the "Project"). The County has also approved a Mitigated Negative Declaration ("MND") for the Anatolia Tentative Subdivision Maps Units I, II and III and this Development Agreement on May 12, 2003. Mitigation measures were required in the EIR and MND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

5.1 The Rancho Cordova General Plan, as adopted by the City on July 1, 2003 by City Resolution No. 04-2003;

5.2 The SunRidge Specific Plan adopted by County, as adopted by the City on July 1, 2003 by City Resolution No. 06-2003, 2002 (the "Specific Plan");

5.3 The Rezoning of the Property adopted by the County in 2002, as adopted by the City on July 1, 2003 by City Resolution No. 07-2003 and City Urgency Ordinance No. 01-2003;

5.4 The Tentative Subdivision Map for Anatolia Units I and II, approved by the County on May 12, 2003, and approved by the City on July 1, 2003 by City Resolution No. _____; and

5.5 This Development Agreement, as adopted by City Ordinance No. 38-2004 (the "Adopting Ordinance").

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

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

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

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

AGREEMENT

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

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

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

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

5. **Effective Date and Term.**

5.1 **Effective Date.** The effective date of this Agreement ("Effective Date") is _____, 2004, which is the effective date of City Ordinance No.38-2004, adopting this Agreement.

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

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

6. **Use of Property.**

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

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

Single-Family, Low Density Residential	485 units on 103.1 acres

all as set forth in Exhibits B-1 and B-2. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.

6.3 Moratorium. Quotas. Restrictions or Other Growth Limitations.

Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Project Approvals. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis, the adoption of which is intended to address a specific, adverse impact upon the public safety or health, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public safety or health issue.

6.4 Additional Conditions.

6.4.1 New Park Development Fees. The Landowner is in the process of negotiating an agreement with the Cordova Recreation and Park District ("Park District"). The Landowner intends to agree to pay the Park District the sum of three thousand dollars ($3,000) for each residential parcel shown on the final maps for the Property. This fee shall be used by the Park District to construct new parks and recreational facilities, including park frontage improvements. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco Oakland San Jose, California area between August and August of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. In the event that the District does not collect all or any portion of the $3,000 per parcel fee described in this Section, the Landowner agrees that the City shall have the right to require Landowner to pay the fee to the City prior to issuance of each building permit for the Property. The City intends to agree with the District about the distribution to the District, of fees it collects under this Section. The City

agrees that payment of the $3,000 per parcel fee for all of the residential parcels on the Property to either the District or to the City shall satisfy the Landowner's financial obligations for the Property under Section 607-15A3, Condition of Approval A-3 of SZC 2002-0015. This payment is made voluntarily by the Landowner. It is in addition to any dedication obligations or in lieu fee obligations of Landowner pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any fees, or dedication obligations, required of Landowner under the Quimby Act.

6.4.2 Existing Park Renovation Fees. The Landowner agrees that it shall pay the City the total sum of seven hundred thirty three dollars ($733) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2005, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco Oakland San Jose, California area between August and August of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section.

6.4.3 Police Tax. The Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. The Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. The special tax shall be in the amount of two hundred fifty dollars ($250) annually per residential parcel or residential parcel equivalent. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco, Oakland, San Jose, California area between August and August of each year. If the Consumer Price, Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for the Project.

7. Applicable Rules. Regulations and Official Policies.

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

7.2 **Rules Regarding Design and Construction.** Unless otherwise expressly provided in this Agreement, all the other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time the applicable permit approval is granted. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

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

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

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

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

8.2 **Development Impact Fees. Exactions and Dedications.** Except as otherwise provided herein including Section 6.4, any and all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to be paid by Landowner to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") shall be the Exactions authorized as of the Effective Date; provided, however, Landowner shall pay any Exactions authorized by City after the Effective Date provided that said Exactions otherwise comply with applicable law, and which are either (i) required on a City-wide basis, or (ii) which apply uniformly to all properties within the City which are zoned consistent with the Project Approvals, or (iii) which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District or other such financing mechanism, subject to and in accordance with the provisions thereof.

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

9. Community Facilities District.

9.1 **Community Facilities District Formation.** City and Landowner have caused to be formed the Sunridge-Anatolia Community Facilities District 2003-01 ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the improvements or facilities described in Exhibit C attached hereto (the "CFD Improvements").

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

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

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

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

10. Amendment or Cancellation.

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

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

10.3 **Insubstantial Amendments.** Notwithstanding the provisions of the preceding Section 10.2, any amendments to this Agreement which do not relate to (a) the term

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

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

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

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

12. Annual Review.

12.1 Review Date. The annual review date for this Agreement shall be on or about August 15 and each August 15 thereafter.

12.2 Initiation of Review. The City's Planning Director shall initiate the annual review by giving to Landowner written notice on or about June 15, 2005 and each June 15 thereafter that the City intends to undertake such review. Landowner shall provide evidence to the Planning Director within 30 days of City's notice to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

12.3 Staff Reports. City shall deposit in the mail and fax to Landowner a copy of all staff reports, and related exhibits concerning contract performance at least three (3) days prior to any annual review and shall make every effort to fax copies five (5) days in advance.

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

13. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." Provided, 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 paragraph 13.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1 Procedure Regarding Defaults.

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

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

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

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

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

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

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

15. Mortgagee Protection; Certain Rights of Cure.

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

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

15.3 Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an event of default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the event of default claimed set forth in the City's

notice. City, through its City Manager, may extend the cure period provided in Section 13.1 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

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

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

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

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

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

21. **Agreement Runs with the Land.** All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of

California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

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

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

24. **Insurance.**

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

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

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

25. **Excuse for Nonperformance.** Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

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

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

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

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

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

GMAC Model Home Finance, Inc. 7204
Glen Forest Dr., Suite 201
Richmond, Virginia 23226
Attn: Tom Kranz

Lennar Renaissance, Inc.
1075 Creekside Ridge Dr., Suite 100
Roseville, CA 95678
Attn: Jeffrey Spitzer

With a copy to:

Timothy D. Taron Hefner, Stark &
Marois, LLP 2150 River Plaza
Drive, Suite 450
Sacramento, CA 958333-3883

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

28. **Form of Agreement: Recordation; Exhibits.** Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of fifteen (15) pages and seven (7) exhibits, which constitute the entire understanding and agreement of the parties.

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

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. __-_____, adopted by the Council of the City on the ___ day of _____, 2004, and Landowner has caused this Agreement to be executed.

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: _____

GMAC MODEL HOME FINANCE, INC.,
a Virginia corporation

By: _____
Name: _____
Its: _____

LENNAR RENAISSANCE,
INC., a California
corporation

By: _____
Name: Jeffrey Spitzer
Its: Vice President

By: _____
Name: Larry Gualco
Its: Vice President

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

City Attorney

_____

Adam U. Lindgren

EXHIBIT LIST

Exhibit A-1 - Description of Property; Plat to Accompany Description
Exhibit A-2 - Location Map
Exhibit B-1 - Land Use Map for the Property
Exhibit B-2 - Land Use Summary
Exhibit C - CFD Improvements - List of Authorized Facilities
Exhibit D - Large Lot/Small Lot Tentative Subdivision Map
Exhibit E - Form of Assignment and Assumption Agreement

1143.038
04/23/04
CES

EXHIBIT "A-1"

DESCRIPTION OF PROPERTY
ANATOLIA I & II DEVELOPMENT AGREEMENT

All that certain real property situate in a portion of Lots 3 and 4, and the Southwest One-Quarter of Fractional Section 8 and a portion of Sections 17 and 20, Township 8 North, Range 7 East, Mount Diablo Base and Meridian, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

AREA 1 (VILLAGE 1)
All of Lot 3 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 2 (VILLAGE 3)
All of Lot 5 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 3 (VILLAGE 4)
All of Lot 6 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 4 (VILLAGE 8)
All of Lot 22 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

AREA 5 (VILLAGE 15)
All of Lot 15 as shown on that certain Final Map entitled "Subdivision No. 01-0385.0 Large Lot Map of Anatolia," filed for record in Book 316 of Maps, at Page 8, Sacramento County Records.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

This legal description is valid for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

This legal description was prepared by me or under my supervision pursuant to section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 4/23/04



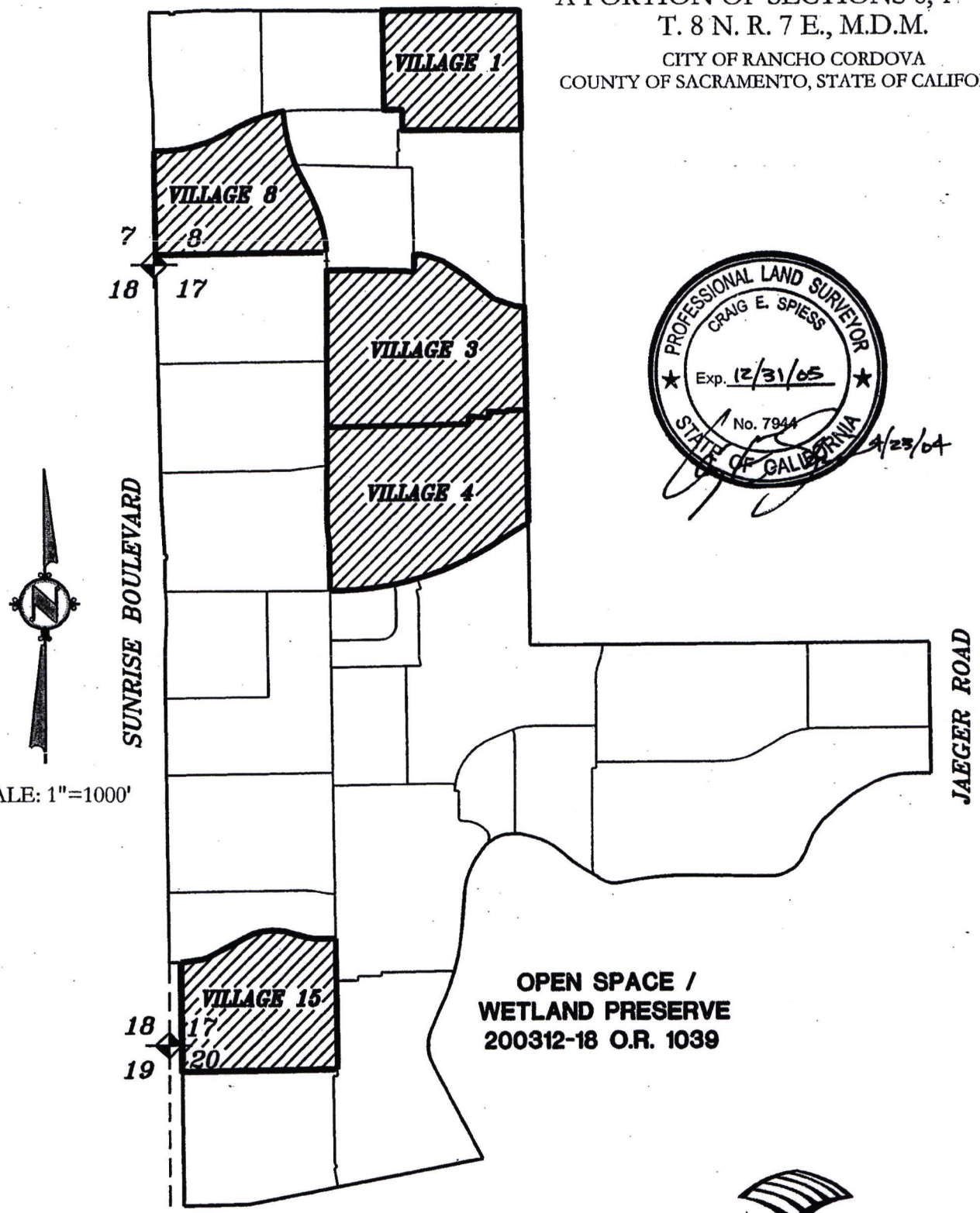
PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

J:\Jobs\1143-Anatolia\1143-Anatolia-OA\Acad\Geomatics\docs\descriptions\Lennar Dev Agreement\Anatolia-Lennar-Development-Agreement.doc

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA I & II
VILLAGES 1, 3, 4, 8 & 15
DEVELOPMENT AGREEMENT
A PORTION OF SECTIONS 8, 17
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/05
No. 7944
STATE OF CALIFORNIA
4/23/04

SCALE: 1"=1000'

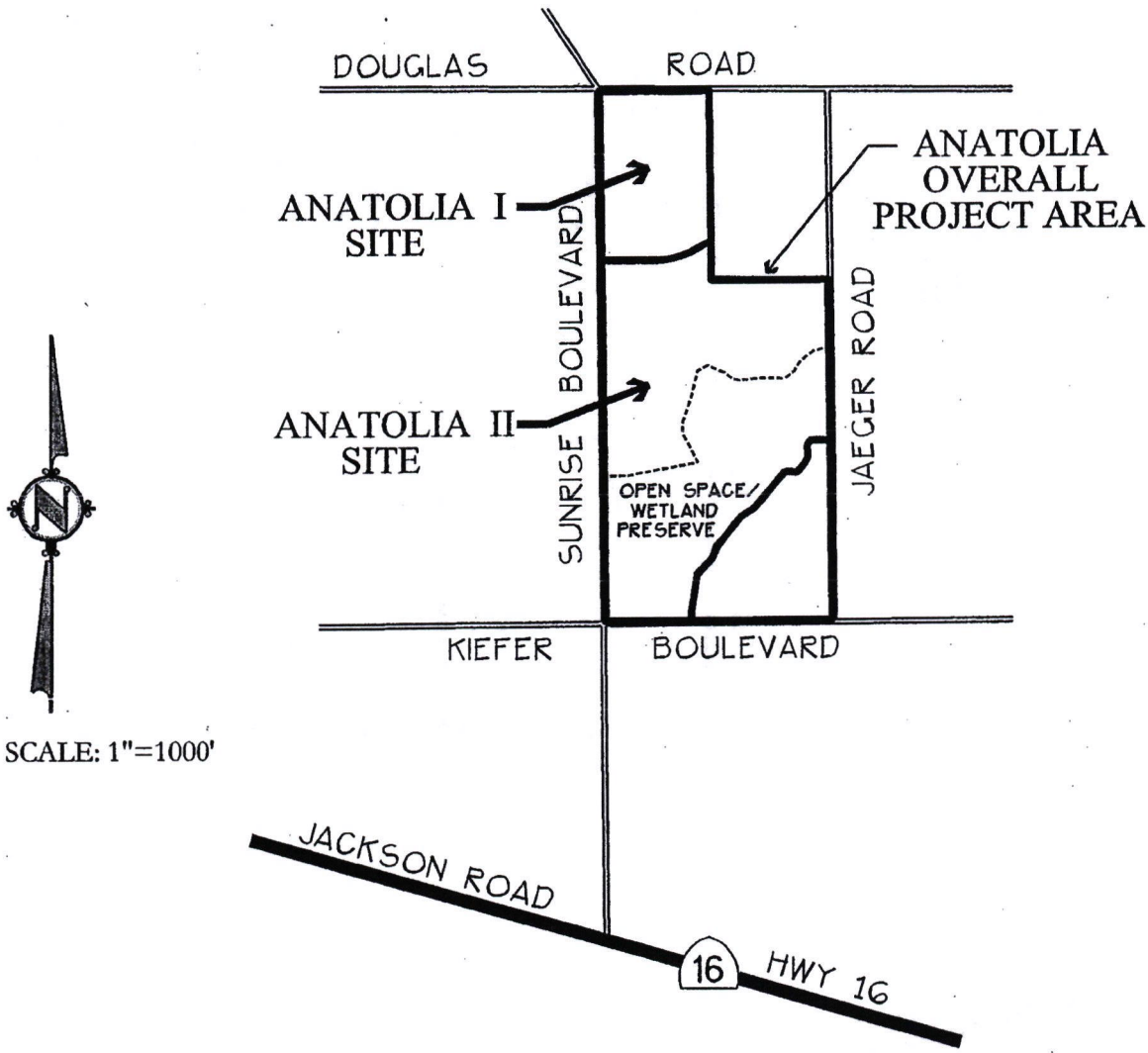
SEE DESCRIPTION FOR
COURSE INFORMATION

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

LOCATION MAP
ANATOLIA I & II
A PORTION OF THE SUNRIDGE SPECIFIC PLAN AREA
AND THE SUNRISE DOUGLAS COMMUNITY PLAN AREA

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

EXHIBIT A-1



SCALE: 1"=1000'

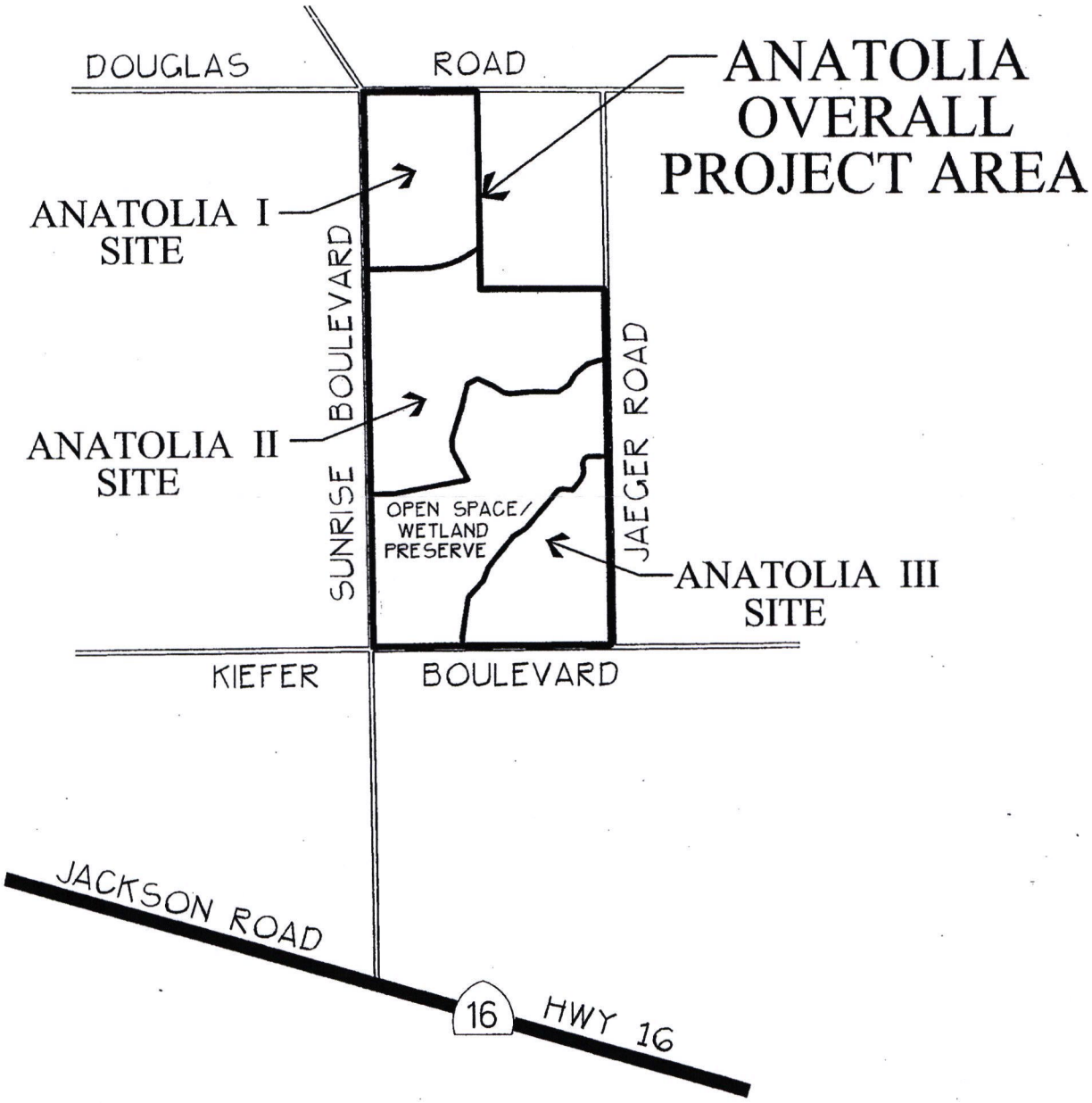
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

LOCATION MAP
ANATOLIA I & II

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 2004

EXHIBIT "A-2"



NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

LAND USE SUMMARY

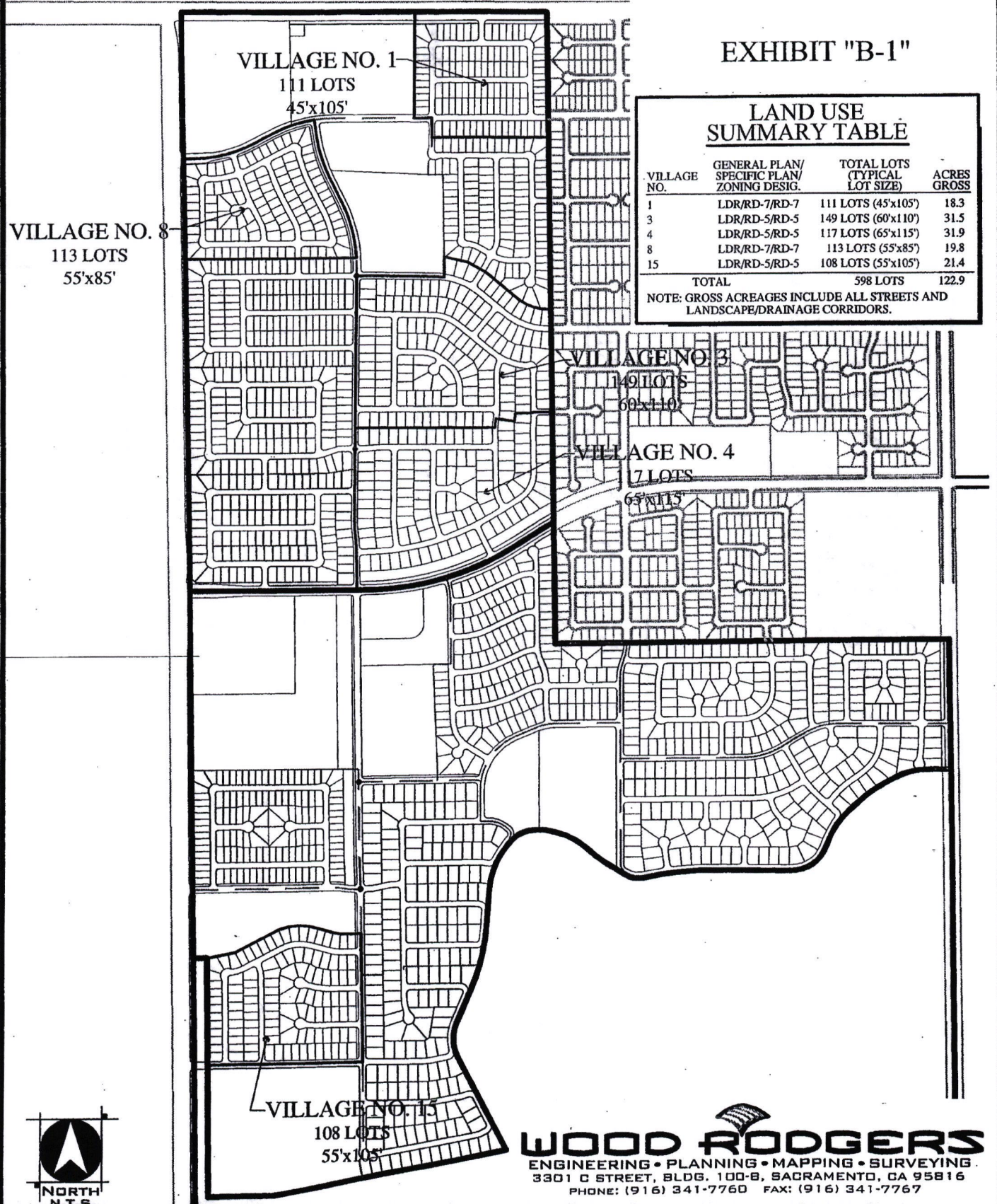
ANATOLIA I & II

VILLAGES 1, 3, 4, 8 & 15

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 15, 2004

EXHIBIT "B-1"



LAND USE SUMMARY TABLE

VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIG.	TOTAL LOTS (TYPICAL LOT SIZE)	ACRES GROSS
1	LDR/RD-7/RD-7	111 LOTS (45'x105')	18.3
3	LDR/RD-5/RD-5	149 LOTS (60'x110')	31.5
4	LDR/RD-5/RD-5	117 LOTS (65'x115')	31.9
8	LDR/RD-7/RD-7	113 LOTS (55'x85')	19.8
15	LDR/RD-5/RD-5	108 LOTS (55'x105')	21.4
TOTAL		598 LOTS	122.9

NOTE: GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE/DRAINAGE CORRIDORS.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

LAND USE SUMMARY

ANATOLIA I & II

VILLAGES 1, 3, 4, 8 & 15

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 15, 2004

EXHIBIT "B-2"

LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (N)*	ACRES (G)	UNITS
VILLAGE 1	LDR/RD-7/RD-7	S-F RESIDENTIAL (45'X105' TYP.)	16.6	18.3	111
VILLAGE 3	LDR/RD-5/RD-5	S-F RESIDENTIAL (60'X110' TYP.)	29.8	31.5	149
VILLAGE 4	LDR/RD-5/RD-5	S-F RESIDENTIAL (65'X115' TYP.)	27.1	31.9	117
VILLAGE 8	LDR/RD-7/RD-7	S-F RESIDENTIAL (55'X85' TYP.)	18.0	19.8	113
VILLAGE 15	LDR/RD-5/RD-5	S-F RESIDENTIAL (55'X105' TYP.)	20.1	21.4	108
TOTAL			111.6	122.9	598

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGES OF ABOVE PARCELS.
GROSS ACREAGES INCLUDE ALL STREETS, DRAINAGE CORRIDOR + LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE MINOR RESIDENTIAL STREETS ONLY.

NOTES:

1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS AS PRESCRIBED BY SECTION 6463.1(a) OF THE SUBDIVISION MAP ACT.
2. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. PARK FEES FOR RD-10 LOT WILL BE DEFERRED UNTIL ACTUAL SITE DEVELOPMENT APPROVAL.

WOOD RODG ERS
ENGINEERING • PLANNING • MAPPINI RVEYING
3301 C STREET, BLDG. 100-B, SACRAME A 95816
PHONE: (916) 341-7760 FAX: (916) 767

JT-42 ***Pyramid Boulevard from Sunrise Boulevard to Easterly Anatolia I Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,150 feet in length from Sunrise Boulevard to the easterly Anatolia I boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-43 ***Kiefer Boulevard from Sunrise Boulevard to Westerly Anatolia III Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,550 feet in length from Sunrise Boulevard to the westerly Anatolia III boundary (excluding the first 450' of roadway from the Sunrise intersection), or such other alternative facilities that serve substantially the same purpose.

JT-44 ***Kiefer Boulevard from Westerly Anatolia III Boundary to Jaeger Road*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,800 feet in length from westerly Anatolia III boundary to Jaeger Road (excluding the first 450' of roadway from the Jaeger intersection), or such other alternative facilities that serve substantially the same purpose.

JT-45 ***Jaeger Road: Anatolia IV Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 600 feet in length adjacent to Anatolia IV, or such other alternative facilities that serve substantially the same purpose.

JT-46 ***Jaeger Road: Anatolia II Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 950 feet in length adjacent to Anatolia II, or such other alternative facilities that serve substantially the same purpose.

JT-47 ***Jaeger Road from Southerly Anatolia II Boundary to Northerly Anatolia III Boundary*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 2,800 feet in length from the southerly Anatolia II boundary to the northerly Anatolia III boundary, or such other alternative facilities that serve substantially the same purpose.

JT-48 ***Jaeger Road: Anatolia III Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,650 feet in length adjacent to Anatolia III, or such other alternative facilities that serve substantially the same purpose.

JT-50 ***Anatolia I Interior Collector Roadway Segments: Non-Single Family Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 3,400 feet in length adjacent to the Anatolia I Interior Collector Roadway Segments, or such other alternative facilities that serve substantially the same purpose.

JT-51 ***Anatolia II Interior Collector Roadway Segments: Non-Single Family Frontage Improvements*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 8,375 feet in length adjacent to the Anatolia II Interior Collector Roadway Segments, or such other alternative facilities that serve substantially the same purpose.

JT-52 ***Pyramid Boulevard from Westerly Anatolia IV Boundary to Jaeger Road*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a joint trench conduit, approximately 1,000 feet in length adjacent to Anatolia IV, or such other alternative facilities that serve substantially the same purpose.

SANITARY SEWER FACILITIES

S-1 ***8" Sewer Force Main: Kiefer Boulevard Lift Station to Pyramid Boulevard Outfall*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 11,200 lineal feet of sewer force main from the Kiefer Boulevard Lift Station (Facility S-2), north to Pyramid Boulevard Outfall near Jaeger Road, or such other alternative facilities that serve substantially the same purpose.

S-2 ***Kiefer Boulevard Lift Station*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility in Anatolia III to serve Anatolia III, or such other alternative facilities that serve substantially the same purpose.

S-3 ***18" Sewer Force Main: Pyramid Boulevard Lift Station to Mayhew Drive Outfall*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 43,000 lineal feet of sewer force main from the Pyramid Boulevard Lift Station (Facility S-4), south and west to Mayhew Drive Outfall, or such other alternative facilities that serve substantially the same purpose.

S-4 ***Pyramid Boulevard Lift Station*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility near the intersection of Pyramid Boulevard and Sunrise Boulevard in Anatolia II to serve Anatolia I, II, III & IV, or such other alternative facilities that serve substantially the same purpose.

S-5 ***6" Sewer Force Main: Douglas Boulevard Lift Station to Pyramid Boulevard Outfall*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 5,100 lineal feet of sewer force main from the Douglas Boulevard Lift Station (Facility S-6), south to Pyramid Boulevard Outfall near Sunrise Boulevard, or such other alternative facilities that serve substantially the same purpose.

S-6 ***Douglas Boulevard Lift Station*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a sewer lift station facility in Mather East to serve Mather East and the northwestern most portion of Anatolia I, or such other alternative facilities that serve substantially the same purpose.

WATER FACILITIES

W-1 ***Vineyard Well Field*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a well field and related monitoring wells at the Vineyard Well Field to provide water for the SunRidge Specific Plan Area, or such other alternative facilities that serve substantially the same purpose.

W-2 ***30" Water Supply Line from Well Field to Kiefer Boulevard Groundwater Treatment Facility*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering approximately 21,500 lineal feet of water supply line from the Vineyard well field near Excelsior Road and Florin Road, north along Excelsior Road, and east along Kiefer Boulevard to the ground water treatment facility on Kiefer Boulevard, or such other alternative facilities that serve substantially the same purpose.

W-3 ***Kiefer Groundwater Treatment Plant*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering a groundwater treatment plant at the Kiefer Groundwater Treatment Plant to provide treatment of water for the SunRidge Specific Plan Area, or such other alternative facilities that serve substantially the same purpose.

PARK FACILITIES

P-1 ***Park A – 21.6 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 21.6 acre Park A, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.

P-2 ***Park B – 5.7 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 5.7 acre Park B, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.

P-3 ***Park C – 4.5 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 4.5 acre Park C, located within Anatolia II, or such other alternative facilities that serve substantially the same purpose.

P-4 ***Park E – 6.7 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 6.7 acre Park E, located within Anatolia I, or such other alternative facilities that serve substantially the same purpose.

P-5 ***Park K – 5.8 Acres*** – All facilities and costs associated with designing, engineering, inspection, testing, staking, construction management, fees, constructing and delivering park facilities for the approximately 5.8 acre Park K, located within Anatolia III, or such other alternative facilities that serve substantially the same purpose.

P-6 ***Bike Trail Connector*** – All facilities and costs associated with designing, engineering, staking, construction management, fees, constructing and delivering a bike trail connector and associated facilities between Anatolia II and Anatolia III, or such other alternative facilities that serve substantially the same purpose.

SUNRIDGE SPECIFIC PLAN FEES

F-1 SunRidge Specific Plan Water Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).

F-2 SunRidge Specific Plan Sewer Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).

F-3 SunRidge Specific Plan Road Fees for Anatolia I, II, III, IV & Mather East (Zones 1 thru 5).

ENGINEERING STUDIES, PERMITTING, PUBLIC FACILITIES REPORT, FINANCING PLAN

E-1 ***Engineering Studies, Permitting, Public Facilities Report & Financing Plan*** – Consultant fees, application fees, processing fees, and document production costs associated with the SunRidge-Anatolia CFD No. 1 preparation and processing of Public Facilities Reports, Engineering Studies, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sale process.

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

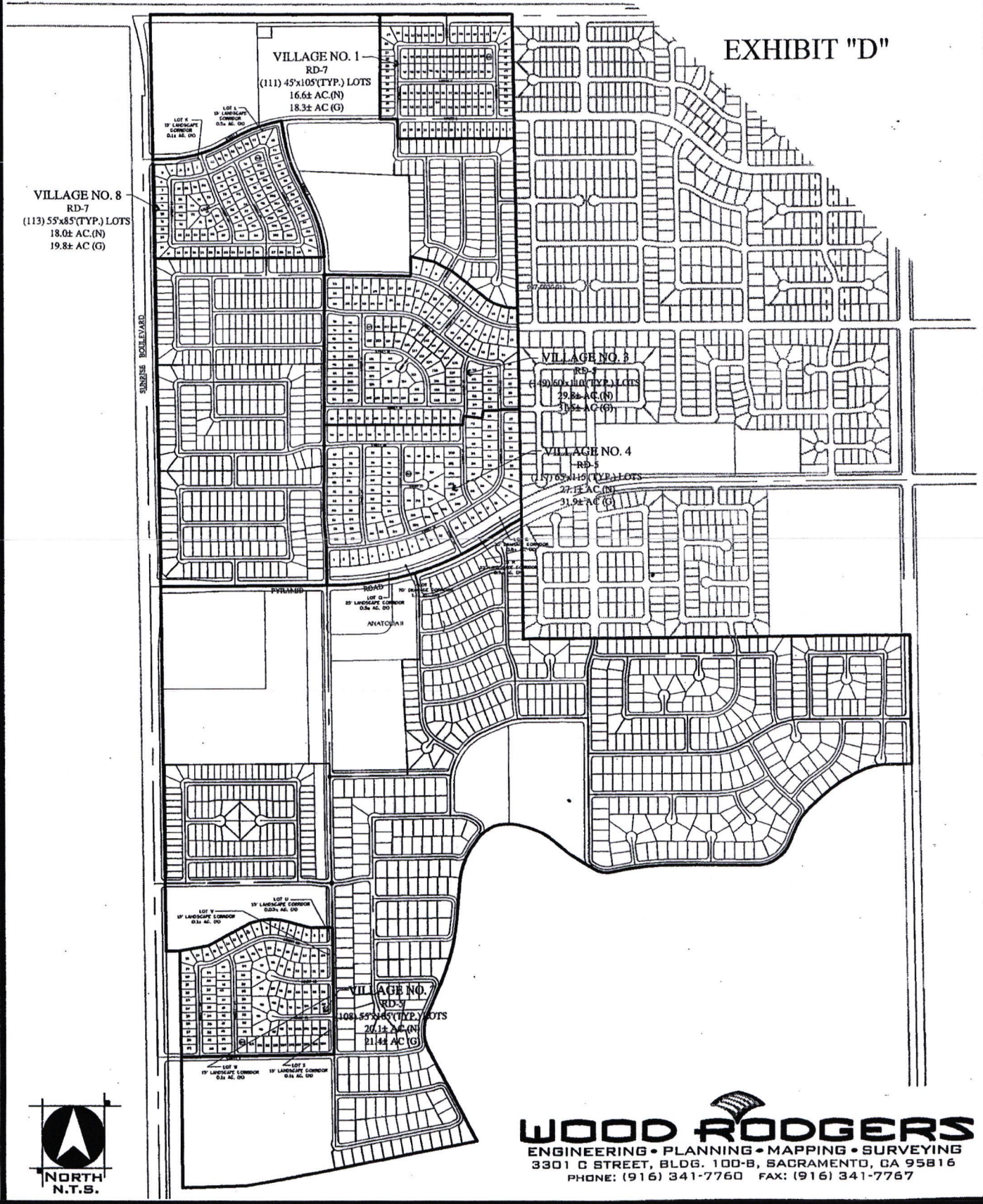
ANATOLIA I & II

VILLAGES 1, 3, 4, 8 & 15

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 15, 2004

EXHIBIT "D"



NORTH
N.T.S.

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT "E"

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: Steven R. Meyers, City Attorney

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

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO ANATOLIA UNITS I AND II

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ____ day of _____, 2004, by and between GMAC MODEL HOME FINANCE, INC., a Virginia corporation, and LENNAR RENAISSANCE, INC., a California corporation (collectively, "Developer"), and _____, a _____ (hereinafter "Assignee").

RECITALS

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

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

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

_____

_____

_____

Attn: _____

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

DEVELOPER:

GMAC Model Home Finance, Inc.

By: _____
Printed Name:_____
Title: _____

Lennar Renaissance, Inc.

By: _____
Printed Name_____
Title: _____

ASSIGNEE:

_____

By: _____
Printed Name:_____
Title: _____

AMENDMENT TO THE VILLAGES OF ZINFANDEL DEVELOPMENT AGREEMENT
95-CZB-DGB-ZOB-SDB-TSM-0533

This AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is entered into as of _____, 2004 by and between ELLIOTT HOMES, INC., a corporation of the State of Arizona ("Developer"), and the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), who hereby agree as follows:

WHEREAS, this Amendment revises "The Villages of Zinfandel Development Agreement" ("Development Agreement"), entered into on May 28, 2003 between Elliott Homes and the County of Sacramento, a subdivision of the State of California, and recorded in Book 20030408, page 2493. The Development Agreement allocates rights and responsibilities of the County and Developer with respect to the mixed-use community development called The Villages of Zinfandel (the "Villages of Zinfandel Project"), on approximately 671.39 acres of property (the "Property") within the Villages at Zinfandel Special Planning Area (the "Zinfandel SPA") in the City, as described in Exhibit A to the Development Agreement.

WHEREAS, pursuant to section 1.7 of the Development Agreement, the parties may mutually agree to amend the Development Agreement as it applies to any portion of the Villages of Zinfandel Project.

WHEREAS, this Amendment concerns that portion of the Villages of Zinfandel development known as the "Alexander Collection Subdivision", consisting of 196 single-family residential units on approximately 29.7 acres of land, as further defined by the legal description, and as highlighted on the map, both of which are attached hereto as Exhibit A.

WHEREAS, on December 15, 2003, the City approved a General Plan Amendment reflecting a change in the land use designation of the Alexander Collection Subdivision from Medium Density Residential to Low Density Residential, by adopting Resolution No. 82-2003.

WHEREAS, on December 15, 2003, the City amended the Zinfandel SPA in the City's Zoning Code, from Medium Density Residential to Low Density Residential, by adopting Ordinance 29-2003.

WHEREAS, the City approved the Vesting Tentative Subdivision Map for the Alexander Collection Subdivision, subject to certain Conditions of Approval, Condition 19 of which requires modification of land use designations described in the Development Agreement in order to reflect the aforementioned changes, and requires Developer to pay an annual special tax for police services for the purpose of mitigating the additional demands on the City's law enforcement services resulting from development of the Alexander Collection Subdivision.

Exhibit G

WHEREAS, the City and Developer also wish to amend the Development Agreement toprovide for the payment by Developer of a park renovation fee with respect to the Alexander Collection Subdivision.

NOW, THEREFORE, in further consideration of the above recitals, and pursuant to Section 1.7 of the Development Agreement, Developer and City hereby agree to modify the Development Agreement as follows:

A. "Exhibit B" of the Development Agreement, entitled "Land Use Map", shall be replaced with the revised map, attached hereto as Exhibit B, which depicts the mutually agreed upon change of the General Plan designation of the Alexander Collection Subdivision from "Medium Density Residential" to "Low Density Residential."

B. "Exhibit C" of the Development Agreement, entitled "Zinfandel Special Planning Area", shall be modified as follows: Section 512-215 of the County Zoning Code, entitled "Zinfandel Land Use Plan", shall be replaced with the revised Section 512-215, attached hereto as Exhibit C, which reflects the mutually agreed upon change in land use of the Alexander Collection Subdivision from "Medium Density Residential" to "Low Density Residential."

C. The following provisions shall be added to Section 3 of the Development Agreement, entitled "Developer Obligations":

3.4. Police Services. The Developer agrees to vote in favor of, and to cooperate in, the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Alexander Collection Subdivision. The Developer shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Alexander Collection Subdivision. The special tax shall be in the amount of two hundred fifty dollars ($250) annually per residential parcel or residential parcel equivalent. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California area between August and August of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of the building permit for each subject parcel. The Developer shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for development of the Alexander Collection Subdivision.

3.5. Existing Park Renovation Fees. Developer agrees that it shall pay the City the total sum of seven hundred thirty three dollars ($733) for each residential parcel or residential parcel equivalent shown on the final map for the Alexander Collection Subdivision. Beginning on January 1, 2006, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index

for All Urban Consumers for the San Francisco-Oakland-San Jose, California area between August and August of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Alexander Collection Subdivision. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Developer. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Developer agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section.

D. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

E. Except as expressly amended by this Amendment, all of the terms, conditions and provisions of the Development Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly signed this Amendment to the Development Agreement as of the date first written above.

Approved as to Form

By: _____
Adam Lindgren
City Attorney

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Linda Budge
Mayor

Attest: _____
Lillian Hare
City Clerk

ELLIOTT HOMES, INC.,
A corporation of the State of Arizona

By: _____
Harry C. Elliott III
President

LIST OF EXHIBITS TO AMENDMENT

Exhibit A - Legal Description of Alexander Collection Subdivision; Map of Villages of Zinfandel Unit No. 8 (Alexander Collection Subdivision)
Exhibit B - General Plan Amendment (Map)
Exhibit C - Section 512-215 Land Use Map -- Rezone of Zinfandel Special Planning Area

EXHIBIT 'A'

#1070.021

LEGAL DESCRIPTION

All of Lot 3 as shown on the Final Map of Villages of Zinfandel Unit No. 9, recorded in Book 317 of Maps, at Page 7, Sacramento County Records, in the City of Rancho Cordova, County of Sacramento, State of California.

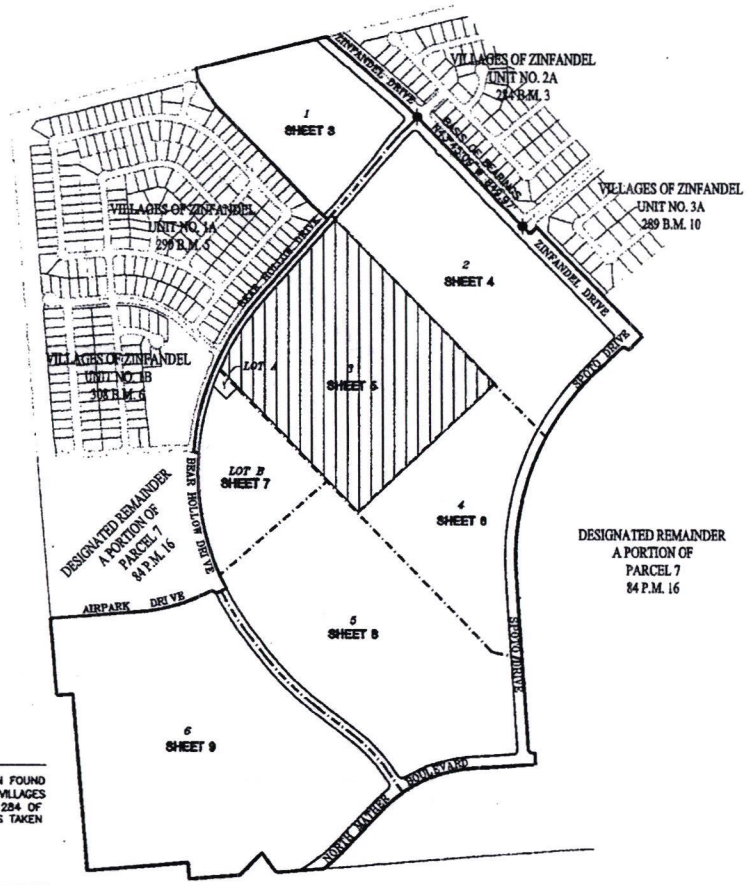
April 7, 2004

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

317-7-2





NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.

2. TOTAL AREA FOR THIS SUBDIVISION IS 190.37± ACRES GROSS, CONSISTING OF 6 BUILDING LOTS AND 3 MISCELLANEOUS LOTS.

3. LOT A SHALL BE GRANTED IN FEE TO THE COUNTY SANITATION DISTRICT-1 (CSD-1).

4. LOT B SHALL BE GRANTED IN FEE TO THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT.

5. LOT C IS DESIGNATED AS A PUBLIC UTILITY EASEMENT (P.U.E.).

6. LOT C IS DESIGNATED FOR LANDSCAPING PURPOSES.

7. LOT C SHALL BE OWNED AND MAINTAINED BY CORDOVA RECREATION AND PARK DISTRICT.

8. THE IRREVOCABLE OFFER OF DEDICATION (I.O.D.) PER 20010419 O.R. 777, NOT SHOWN HEREON IS ABANDONED PURSUANT TO SECTION 66499.20 1/2 OF THE GOVERNMENT CODE.

9. THE IRREVOCABLE OFFER OF DEDICATION (I.O.D.) PER 20011105 O.R. 32, NOT SHOWN HEREON IS ABANDONED PURSUANT TO SECTION 66499.20 1/2 OF THE GOVERNMENT CODE.

10. PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE, KUHL, AND ASSOCIATES DATED MARCH 2, 2001. A COPY OF THE REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.

11. THERE IS A FIVE (5) FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHT OF WAYS SHOWN HEREON.

LEGEND

O	DIMENSION POINT
⊥	SET 5/8" REBAR CAPPED L.S. 6815 AT ALL REAR LOT CORNERS AND ALL FRONT LOT CORNERS OR 1" BRASS DISK STAMPED L.S. 6815 AT 1.00' PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS.
●	SET 3/4" IRON PIPE WITH PLUG – L.S. 6815
⌑	SET 1-1/4" IRON PIPE WITH PLUG – L.S. 6815
⦿	FOUND 3/4" IRON PIPE WITH PLUG – L.S. 6815
⌧	FOUND 1-1/4" IRON PIPE WITH PLUG – L.S. 6815
( )	RECORD INFORMATION PER REFERENCE
(R)	RADIAL LINE
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
DELTA	XX° XX' XX"
I.O.D.	IRREVOCABLE OFFER OF DEDICATION

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS AS SHOWN ON THE FINAL MAP ENTITLED "VILLAGES OF ZINFANDEL UNIT NO. 2A" AND RECORDED IN BOOK 284 OF FINAL MAPS, AT PAGE 3, IN SAID COUNTY, SAID LINE IS TAKEN TO BEAR NORTH 43°45'09" WEST.

REFERENCES

(1) 284 B.M. 3, VILLAGES OF ZINFANDEL UNIT NO. 2A
(2) 289 B.M. 10, VILLAGES OF ZINFANDEL UNIT NO. 3A
(3) 290 B.M. 5, VILLAGES OF ZINFANDEL UNIT NO. 1A
(4) 308 B.M. 6, VILLAGES OF ZINFANDEL UNIT NO. 1B
(5) 84 P.M. 16, PARCEL MAP OF THE COOK CAPITOL CENTER

FINAL MAP NO. 95-0533.7 OF

VILLAGES OF ZINFANDEL
UNIT NO. 9

BEING A PORTION OF PARCEL 7 OF THE
"COOK CAPITOL CENTER" PARCEL MAP
FILED IN 84 P.M. 16, AND ALL OF A GRANT DEED
RECORDED IN 20020905 O.R. 1691, SACRAMENTO COUNTY RECORDS
AND SITUATE WITHIN SECTIONS 1 AND 2, T. 8 N., R. 6 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

JULY 2003

WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1070.030

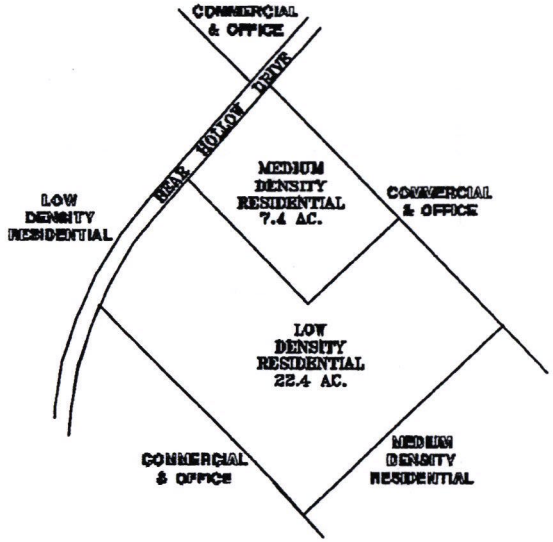
GENERAL PLAN AMENDMENT

ALEXANDER COLLECTION

AT

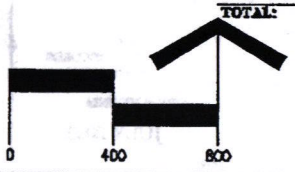
STONE CREEK

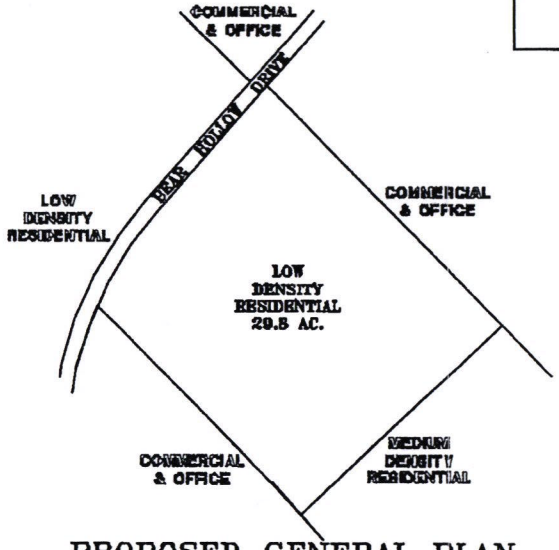
RANCHO CORDOVA, CALIFORNIA



EXISTING GENERAL PLAN

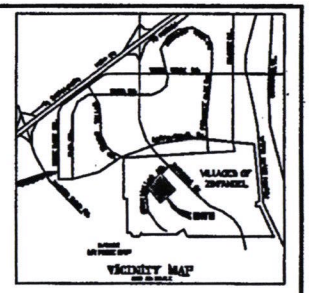
SUMMARY:	
LOW DENSITY RESIDENTIAL	22.4 AC.
MEDIUM DENSITY RESIDENTIAL	7.4 AC.
TOTAL:	29.8 AC.





PROPOSED GENERAL PLAN

SUMMARY:	
LOW DENSITY RESIDENTIAL	29.8 AC.
TOTAL:	29.8 AC.



SEPTEMBER 15, 2003

G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
2150 RIVER PLAZA DR., SUITE 100/SACRAMENTO, CALIFORNIA 95833
TELEPHONE (916) 568-7500 • FAX (916) 568-7501

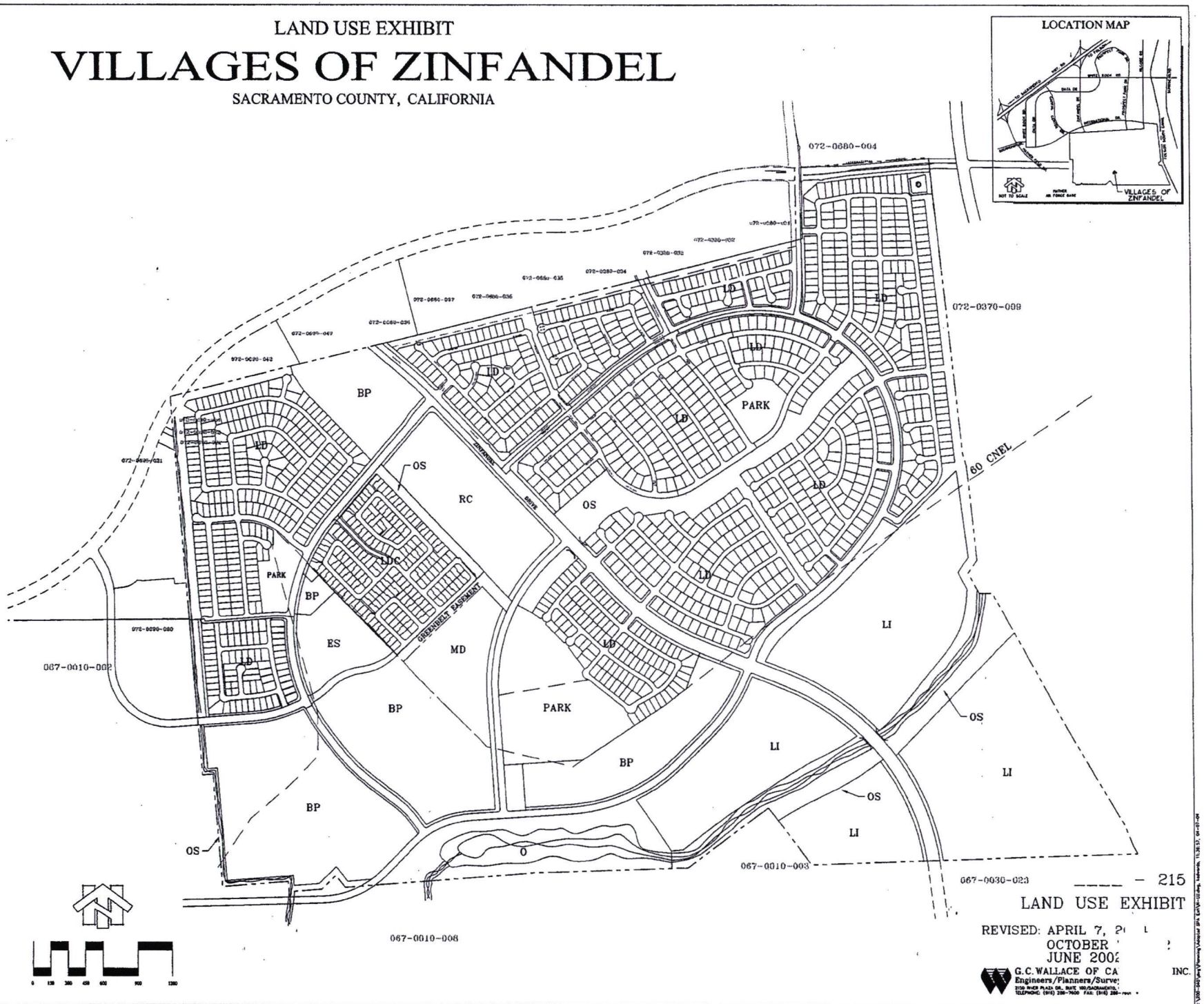
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EXHIBIT 'B'

LAND USE EXHIBIT

VILLAGES OF ZINFANDEL

SACRAMENTO COUNTY, CALIFORNIA



215

LAND USE EXHIBIT

REVISED: APRIL 7, 2[illegible]
OCTOBER [illegible]
JUNE 200[illegible]

G.C. WALLACE OF CA[illegible] INC.
Engineers/Planners/Surve[illegible]

EXHIBIT 'C'

Mark Curran David FAMA Peter Miller Public Financial Mgmt.

Memorandum

TO: Honorable City Council
Ted Gaebler, City Manager

FROM: Gene Albaugh, Special Projects
Bill Thomas, Chief Finance Officer
Cyrus Abhar, City Engineer

SUBJECT: Formation of the Sunridge Park Area Community Facilities District

DATE: July 19, 2004

Recommendation: Following your Council's Public Hearing on the matter, it is recommended that the City Council approve the resolutions and an ordinance before you to begin the financing process of funding the infrastructure related to the formation of the Sunridge Park Area Community Facilities District 2004-1 with bonded indebtedness in the principal amount of not to exceed Forty Two Million Dollars ($42,000,000).

how can we know how much & when plan is complete.

a) Resolution No. 117-2004 Formation of the Community Facilities District.
b) Resolution No. 118-2004 Determining the Necessity to Incur Bonded Indebtedness.
c) Resolution No. 119-2004 Calling for a Special Election.

After opening the ballots to determine the results of the Special Election, proceed by adopting the following Resolution and the First Reading of the Ordinance.

(d) Resolution No. 120-2004 Declaring the Results of the Special Election and Directing The recording of the Special Tax Lien.
(e) Ordinance No. 39-2004 First Reading Levying Special Taxes within Sunridge Park Area Community Facilities District 2004-1

Background and Discussion: On June 7, 2004, your Council approved Resolutions to begin the process to form a Community Facilities District (CFD) to assist in the funding of public infrastructure for certain properties within the Sunrise Douglas Planning Area. These properties are owned by Brian Vail (River West Development) and Cresleigh Homes. The property owners have requested that this CFD be structured to reflect, as closely as possible, the successful structure utilized in the Sunridge Anatolia CFD formed last year.

The property owners asked the City to form this CFD by the end of July 2004. This will enable the special taxes to be levied on properties within the CFD on next fiscal year's (July 1, 2004-June 30, 2005) tax roll. Given the noticing periods required for CFD formation, in order to meet this schedule it is appropriate to commence the formal formation proceedings at this time. A proposed schedule for the program is attached. Staff has been working with the Financing Team consultants on this process for several months.

AGENDA ITEM # 15

The expected land uses within the District currently contemplate the construction of 1,332 single family homes and 8.7 acres of town homes. The total cost of all public infrastructure and public fees that will be required for the development of the Vail and Cresleigh properties (hereinafter referred to as the CFD properties) will exceed $30,000 per parcel. The proposed CFD can fund (depending on interest rates) less than $20,000 per home. Through the subdivision map and entitlement process, the CFD properties will be required to construct all appropriate infrastructures. The CFD program simply provides a funding mechanism for a part of the total costs. The balance of the costs will be paid by the developer.

The proposed CFD debt and special tax levels are moderate for this region. Further, the special tax levels, which range from $1,055 to $1,255 for single family residences in the base year (fiscal year 2003 - 2004), are exactly the same levels as were utilized for the Anatolia District. This will make administration more straightforward.

The CFD property owners have asked the CFD to be formed now so that the District will be fully in place before any home sales occur during the latter part of fiscal year 2004 - 2005. It is not anticipated that any bonds will be sold until the end of this calendar year or next year.

Analysis: This CFD follows as closely as practicable the model established for the Sunridge Anatolia district. The Special Tax levels of approximately $1,200 per year per home are to increase at 2% for the life of the CFD. City staff and the Financing Team are carefully reviewing the list of improvements authorized by the CFD to make certain that all appropriate projects are included. However, it should be kept in mind that the underlying entitlement requirements and subdivision map processing are the governing documents for the scope and timing of improvements. The CFD simply provides a financing mechanism.

The CFD formation process began on June 7th with additional City actions to follow. This CFD is being formed with 100% property owner approval and the election by property owners is expected to generate a 100% favorable vote. The property owners will be waiving their rights to challenge the accelerated CFD formation process that is planned for this CFD. These steps are identical to those used for the Sunridge Anatolia CFD 2003-1.

Fiscal Impact: The developer has deposited $100,000 to cover the expenses of bond counsel, special tax consultant, city administrative costs and staff time in the processing of the new CFD. Bond proceeds are to pay for all other expenses related to the issuance of the Mello Roos bonds.

CITY COUNCIL OF THE CITY OF RANCHO CORDOVA

RESOLUTION NO. 117-2004

RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX IN SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1

The City Council of the City of Rancho Cordova (the "City") resolves:

1. Reference is made to the Council's Resolution No 76-2004 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING ITS INTENTION TO ESTABLISH THE CITY OF RANCHO CORDOVA SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1 AND TO LEVY A SPECIAL TAX THEREIN TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES AND THE PAYMENT OF CERTAIN FEES IN AND FOR SUCH COMMUNITY FACILITIES DISTICT" (the "Resolution of Intention"); and Resolution No. 77-2004 "RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING ITS INTENTION TO INCUR A BONDED INDEBTEDNESS OT FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES AND THE PAYMENT OF CERTAIN FEES IN AND FOR THE CITY OF RANCHO CORDOVA SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1" (the "Resolution to Incur Indebtedness") of this City Council adopted June 7, 2004 for the preliminary scope of the project and financing contemplated by these proceedings.

2. This City Council has received a report containing a brief description of the Facilities by type which in his opinion will be required to adequately meet the needs of the City of Rancho Cordova Sunridge Park Area Community Facilities District No. 2004-1 (the "District"), together with an estimate of the cost for financing the acquisition and construction of and the payment for the Facilities described in the Resolution of Intention and an estimate of the incidental expenses related thereto, and other material related to the Facilities and the District. Such report has been and is made a part of the record of the public hearing on the Resolution of Intention. The City Council has conducted the public hearing set by the Resolution of Intention and Resolution to Incur Indebtedness and determines that a majority protest under Section 53324 of the Government Code was not made at the hearing.

3. There is hereby formed a community facilities district by the City of Rancho Cordova under the terms of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Division 2 of Title 5 of the California Government Code, commencing with Section 53311 (the "Act").

4. The name of the community facilities district is "City of Rancho Cordova Sunridge Park Area Community Facilities District No. 2004-1" (the "District").

5. The types of public facilities proposed to be provided within the District are set forth on Exhibit A attached to this Resolution. The listing includes incidental expenses incurred and to be incurred in connection with the District and the issuance of bonds. The City Council hereby finds that these facilities and incidental expenses are necessitated by new development occurring or anticipated within the District.

6. Certain of the public facilities proposed to be provided within the District include: (i) certain park and recreation facilities to be owned by the Cordova Recreation and Park District; (ii) certain road facilities to be owned by the County of Sacramento; (iii) certain water facilities to be owned by the Sacramento County Water Agency; and (ii) certain water facilities to be owned by the Sacramento County Water Agency; and (iv) certain sanitary sewer facilities to be owned by the County Sanitation District 1 of Sacramento County. As to each entity, the City proposes to enter into a separate Joint Community Facilities Agreement in accordance with Section 53316.2 of the Act, the form of each which shall be reviewed and approved by City staff, whereby, if such applicable facilities are constructed in accordance with required specifications and standards, each entity will accept such facilities for operation and maintenance and the City will pay for such acquisition costs under appropriate conditions and subject to an acquisition agreement between the City and certain owners of property in the District. The City Council hereby finds that such joint facilities agreements would be beneficial to the residents of the City. The City Council hereby authorizes the Finance Director, the City Manager or such other person or persons as either of them may designate (collectively, the "Authorized Officers") are each hereby authorized and directed to execute such joint facilities agreements, for and in the name and on behalf of the City and the District, in such forms, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Bond Counsel or the City Attorney. The City shall not use the proceeds of the special tax of the District or of any bonds issued for the District for the acquisition of facilities to be owned by an entity other than the City unless and until such entity and the City have entered into such Joint Community Facilities Agreement.

7. The office of the Finance Director of the City of Rancho Cordova, 3121 Gold Canal Drive, Rancho Cordova, California 95670 (916-361-8700) is designated as the office responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number, estimating future special tax levies and for establishing procedures to promptly respond to inquiries regarding estimates of future special tax levies. The City may contract with private consultants to provide this service in lieu of the Finance Director.

8. Except where funds are otherwise available, a special tax sufficient to pay for all such facilities and incidental expenses will be annually levied within the District. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property within the District, and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the special tax lien is canceled in accordance with law or until collection of the special tax by the legislative body of the City ceases. The rate and method of apportionment of the special tax is set forth in Exhibit B attached to this Resolution.

9. The boundaries of the District are shown on proposed boundary map on file with the City Clerk, which was approved by the Resolution of Intention and filed for record on June 25, 2004 in the Office of the County Recorder of the County of Sacramento in Book 96 at Page 24 of the Maps of Assessment and Community Facilities Districts.

10. Advances of funds or contributions of work in kind from any lawful source, specifically including owners of property within the District, may be reimbursed from bond proceeds or from special tax revenue or both to the extent of the lesser of the value or cost of the contribution, but any agreement to do so shall not constitute a debt or liability of the City.

11. Any bonds issued in these proceedings shall be callable in accordance with the provisions of the Act and as more specifically to be set forth in any resolution providing for the form, execution and issuance of bonds.

12. The special tax will be collected and enforced as a separate line item on the regular property tax bill. The City Manager or other official of the City shall, before the final date on which the auditor/controller or tax collector of the County, or such other official of the County who is responsible for preparing real property tax bills, will accept the transmission of the special tax for the parcels within the District for inclusion on the next tax roll, prepare or cause to be prepared, and shall transmit to the auditor/controller or tax collector of the County, such data as the Auditor requires to include the special taxes on the next secured tax roll. The City Manager or other official of the City is hereby authorized to employ consultants to assist in computing the installments of the special taxes and in reconciling special taxes billed to amounts received.

The billing of the special tax for fiscal year 2004-05 may commence without regard to the timing of the issuance of bonds for the District and the circumstance that bonds are not issued as of the date of levy or submission to the County for billing. Notwithstanding the preceding paragraph, this City Council reserves the right, under Section 53340, to utilize any method of collecting the special tax which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing. In particular, the City, at its option, may bill the 2004-05 special taxes directly, and not post those taxes to the regular, secured property tax roll. The procedure for collection in any case when the City chooses to collect the special tax through direct billing shall be as follows:

After levy by the City Council, whether pursuant to authorizing ordinance or annual resolution, the City Finance Director shall prepare and send to the property owners by first class U.S. Mail, at their addresses as shown on the last equalized assessment roll, a tax bill, which shall specify the amount due, give instructions for payment to the City Finance Director, state (as is hereby authorized and provided) that the first installment of the special tax (50% of the annual special tax shall be payable in each installment) shall be delinquent if not received by the City Finance Director by the close of business on the next succeeding December 10, and the second installment shall be delinquent if not paid by the City Finance Director by the close of business on the next succeeding April 10, shall specify (as is hereby authorized and provided) that all delinquencies shall incur an immediate 10% penalty, and an additional 1 1/2% penalty on the first day of each month beginning with the next succeeding September 1, and shall specify (as is hereby authorized and provided) that delinquencies are subject to judicial foreclosure under the procedure set forth in §53356.1 and following of the Government Code.

The City Council, as an alternative enforcement mechanism, may by resolution elect to place delinquent special taxes on the next secured property tax roll. In such event, attorneys' fees and costs to date in any foreclosure action, and penalties on the delinquency through the following December 1, may be included in the amount to be placed on the roll. Both remedies may be pursued simultaneously, but if the property owner pays the regular property tax bill for the subsequent year, including the delinquent special tax posted to that bill, the foreclosure action may thereafter be pursued solely for attorneys' fees and costs incurred subsequent to the posting of the delinquent special tax on the secured roll.

12. This City Council hereby establishes the annual appropriations limit of the District at $42,000,000.

13. Based upon the Certificate Re Ownership Within the District heretofore filed with this City Council, the qualified electors for the election to be held in these proceedings shall be the landowners owning land within the District. The City Council will conduct the election by mailed ballot and hereby designates the City Clerk as the official to conduct the mailed-ballot election.

14. This City Council now finds and determines that all proceedings up to and including the adoption of this Resolution were and are valid and in conformity with the requirements of the Act. This determination and finding is final and conclusive in accordance with Government Code Section 53325.1.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 19th day of July, 2004, by the following vote on roll call:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Mayor

ATTEST:

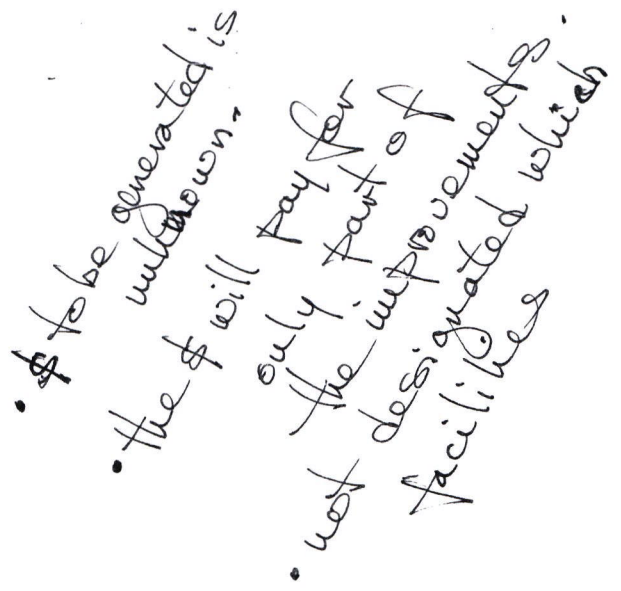
_____
City Clerk

EXHIBIT A - CFD Improvements
EXHIBIT B - Rate and Method of Apportionment

EXHIBIT A

List of Authorized Facilities

SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA



CITY OF RANCHO CORDOVA
SUNRIDGE PARK AREA
COMMUNITY FACILITIES DISTRICT NO. 2004-1

LIST OF FACILITIES AUTHORIZED TO BE FUNDED BY CFD NO. 2004-1

ROADWAYS, LOCAL DRAINAGE, LANDSCAPING AND SOUNDWALLS

R-1 Douglas Road - Jaeger Road to Americanos Road: Widening 2 center lanes to 4 plus median
R-2 Douglas Road at Jaeger Road: 6x4 lane 3-way intersection widening & signalization
R-3 Jaeger Rd. - Douglas Rd. to Chrysanthy (formerly Pyramid) Blvd: 2 center lanes plus median
R-4 Alta Sunrise Reliever from Douglas Road to US 50: Initial planning & environmental work
R-5 Zinfandel Drive Extension from Douglas Road to International Drive
R-6 Grant Line Road at White Rock Road: Add additional exclusive left turn lane and signalization
R-7 Douglas Road – Sunridge Lot J Frontage: Southerly frontage, including landscaping & soundwall
R-8 Jaeger Road – Sunridge Lot J Frontage: Easterly frontage, including landscaping & soundwall
R-9 Douglas Road – Sunridge Park Frontage: Southerly frontage, including landscaping & soundwall
R-10 Sunridge Park – Street 1 collector improvements, including landscaping & soundwall
R-11 Sunridge Park – Street 2 collector improvements, including landscaping & soundwall
R-12 Sunridge Park – Street 3 collector improvements, including landscaping & soundwall
R-13 Sunridge Park – Western Park/School frontage improvements
R-14 Sunridge Park – Eastern Park frontage improvements
R-15 Sunridge Lot J – Park frontage Improvements

R-16 Chrysanthy (formerly Pyramid) Blvd. - Anatolia I to Jaeger Rd: 2 center lanes plus median
R-17 Chrysanthy (formerly Pyramid) Blvd. at Jaeger Rd: 4x4 lane 4-way intersection widening & signalization
R-18 Douglas Road at Zinfandel Drive: Add through lanes to north and southbound approaches
R-19 Sunrise Boulevard from Kiefer Boulevard to SR 16: Widening 2 center lanes to 4 plus median
R-20 Sunrise Boulevard at Kiefer Boulevard: 6x4 lane 4-way intersection widening & signalization
R-21 Sunrise Boulevard at SR 16: 6x6 lane 4-way intersection widening & signalization
R-22 Sunrise Boulevard at Grant Line Road: 6x6 lane 3-way intersection widening & signalization
R-23 Grant Line Road at SR 16: 6x4 lane 4-way intersection widening & signalization
R-24 SR 16 at Bradshaw Road: 6x4 lane 4-way intersection widening & signalization
R-25 SR 16 at Eagle's Nest Road: 6x4 lane 4-way intersection widening & signalization
R-26 SR 16 at Excelsior: 6x4 lane 4-way intersection widening & signalization
R-27 SR 16 from Sunrise Boulevard to Grant Line Road: Widening 2 center lanes to 4 plus median
R-28 Douglas Road at Americanos Road: 6x4 lane 4-way intersection widening & signalization
R-29 Americanos Road from Douglas Road north to SRSP Boundary: 2 center lanes plus median

JOINT TRENCH UTILITIES

JT-2 Douglas Road at Jaeger Road
JT-7 Douglas Road – Sunridge Lot J Frontage
JT-8 Jaeger Road – Sunridge Lot J Frontage
JT-9 Douglas Road – Sunridge Park Frontage
JT-10 Sunridge Park – Collector Street 1: Non-single family frontage improvements
JT-11 Sunridge Park – Collector Street 2: Non-single family frontage improvements
JT-12 Sunridge Park – Collector Street 3: Non-single family frontage improvements
JT-13 Sunridge Park – Western Park/School frontage improvements
JT-14 Sunridge Park – Eastern Park frontage improvements
JT-15 Sunridge Lot J – Park frontage improvements

CITY OF RANCHO CORDOVA
SUNRIDGE PARK AREA
COMMUNITY FACILITIES DISTRICT NO. 2004-1

LIST OF FACILITIES AUTHORIZED TO BE FUNDED BY CFD NO. 2004-1

SANITARY SEWER FACILITIES

S-1 Any and all major Sewer facilities necessary to provide sewer service to Sunridge Park or Sunridge Lot J

WATER FACILITIES

W-1 Any and all major Water facilities necessary to provide water service to Sunridge Park or Sunridge Lot J.

DRAINAGE FACILITIES

D-1 Any and all major Drainage facilities necessary to provide drainage conveyance, detention or water quality treatment for Sunridge Park or Lot J.

PARK IMPROVEMENTS

P-1 Park F – 5.0 Acres (Sunridge Lot J – Lot A/Sunridge Park – Lot B)
P-2 Park G – 3.9 Acres (Sunridge Park – Lot C)

SUNRIDGE SPECIFIC PLAN FEES

F-1 Sunridge Specific Plan Water Fees for Sunridge Park & Sunridge Lot J
F-2 Sunridge Specific Plan Sewer Fees for Sunridge Park & Sunridge Lot J
F-3 Sunridge Specific Plan Road Fees for Sunridge Park & Sunridge Lot J
F-4 Sunridge Specific Plan Park Development Fees for Sunridge Park & Sunridge Lot J

ENGINEERING STUDIES, PERMITTING, PUBLIC FACILITIES REPORT, FINANCING PLAN

E-1 Consultant fees, application fees, processing fees, and document production costs associated with the CFD preparation and processing of Public Facilities Reports, Engineering Studies, CFD Reports, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sale process.

OTHER

O-1 Any other facilities serving substantially the same purpose as the above described facilities.

O-2 Any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing District facilities that are primarily for the benefit of the District; or 2) repair or rehabilitate existing District facilities.

EXHIBIT B

Rate and Method of Apportionment of Special Tax

SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA

EXHIBIT B

CITY OF RANCHO CORDOVA
SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Rancho Cordova Sunridge Park Area Community Facilities District No. 2004-1 (herein "CFD No. 2004-1") shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2004-1, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to CFD No. 2004-1 and the Bonds, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements under the California Government Code with respect to the Bonds and the Special Tax, and all other costs and expenses of the City and County in any way related to the establishment or administration of CFD No. 2004-1.

"Administrator" shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Base Maximum Tax Rates" means, for Fiscal Year 2003-04, the following Maximum Special Tax rates for single family residential lots in the CFD:

Level 1:	$1,055
Level 2:	$1,155
Level 3:	$1,255

On July 1, 2004 and each July 1 thereafter, the Base Maximum Tax Rates shown above shall be increased by two percent (2%) of the amount in effect in the previous Fiscal Year.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, issued, insured or assumed by CFD No. 2004-1 related to public infrastructure and/or improvements that will serve property included within CFD No. 2004-1.

"Buildable Lot" means an individual lot within a Final Map for which a building permit may be issued without further subdivision of such lot.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD Buffer" means an amount of Maximum Special Tax revenues that will be available to absorb the reduction in Expected Maximum Special Tax Revenues that may occur in future years if there is a loss of residential lots within Villages. The amount of the CFD Buffer as of CFD Formation is shown in Attachment 2. The CFD Buffer may be increased or decreased pursuant to Sections C below; after the CFD Buffer is adjusted, the Administrator shall send written notice to the City Manager or other designated City official(s) notifying him/her of the adjustment to, and the current amount of, the CFD Buffer.

The amount in the CFD Buffer shall not be considered part of the total Maximum Special Tax revenues when sizing Bond issues for the CFD.

"CFD Formation" means the date on which the Resolution of Formation to form CFD No. 2004-1 was adopted by the City Council.

"City" means the City of Rancho Cordova.

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

"County" means the County of Sacramento.

"Developed Property" means, in any Fiscal Year, the following:

- In Zone 1, all Parcels of Taxable Property

- In Zone 2 and Zone 3, all Parcels included within a Final Map that was recorded prior to June 1 of the prior Fiscal Year, and all Parcels of Undeveloped Property for which a Redesignation Request was submitted to the City before June 1 of the prior Fiscal Year (or such later date that, in the City's sole discretion, will allow time for Special Taxes to be levied recognizing the designation of such Undeveloped Property as Developed Property)

"Expected Land Uses" means the total number of single family residential units, Acreage of Multi-Family Property and Acreage of Non-Residential Property expected within the CFD at the time of CFD Formation. The Expected Land Uses are identified in Attachment 1 and summarized in Attachment 2 of this RMA.

"Expected Maximum Special Tax Revenues" means the amount of annual revenue that would be available within a Village if the Maximum Special Tax was levied on the Expected Land Uses. The Expected Maximum Special Tax Revenues are shown in Attachment 2 of this RMA and may be reduced due to prepayments in future Fiscal Years.

"Final Bond Sale" means the last series of Bonds issued by the CFD, which issuance shall generally use up the remaining capacity available from the Maximum Special Tax revenues that can be generated within the CFD, which revenues shall not include the CFD Buffer.

"Final Map" means a final map, or portion thereof, approved by the City or County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates Buildable Lots. The term "Final Map" shall not include any Large-Lot Subdivision Map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create Buildable Lots, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Large-Lot Subdivision Map" means a subdivision map recorded at the County Recorder's Office that subdivides the property in CFD No. 2004-1 into large Parcels, most of which will be subject to future subdivision.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Taxable Property which are zoned for a maximum density of not less than twenty (20) units per acre.

"Non-Residential Property" means all Taxable Property in CFD No. 2004-1 that has been assigned a land use designation other than single family property, Multi-Family Property, or Townhome Property in Attachment 2.

"Proportionately" means, for Developed Property, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for

all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property.

"Public Property" means any property within the boundaries of CFD No. 2004-1 that is owned by the City, federal government, State of California or other public agency.

"Redesignation Request" means a written notice submitted to the City by the current record owner of an Assessor's Parcel of Undeveloped Property within Zone 2 or Zone 3 requesting that the City designate the Parcel as Developed Property in the next Fiscal Year and all future Fiscal Years for the purpose of allocating the Maximum Special Tax pursuant to Section D below.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Single Family Detached Property" means all Parcels within CFD No. 2004-1 that are developed or expected to be developed as single family detached homes.

"Special Tax" means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount necessary in any Fiscal Year (i) to pay principal and interest on Bonds which are due in the calendar year which begins in such Fiscal Year, (ii) to create or replenish reserve funds, (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in any prior Fiscal Year or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected (iv) to pay Administrative Expenses, and (v) to pay the costs of authorized facilities that will be paid directly from Special Tax proceeds in the Fiscal Year in which the Special Taxes will be collected. The Special Tax Requirement may be reduced in any Fiscal Year by (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Bond indenture, Bond resolution, or other legal document that set forth these terms, (ii) proceeds from the collection of penalties associated with delinquent Special Taxes, and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2004-1 which are not exempt from the Special Tax pursuant to law or Section F below.

"Tentative Map" means a map that is made for the purpose of showing the design of a proposed subdivision and the conditions pertaining thereto and is not based on a detailed survey of the property within the map and is not recorded at the County Recorder's Office to create legal lots.

"Townhome Property" means those Villages for which "townhomes" is the designated land use in Column B in Attachment 2 of this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property as defined herein.

"Village" means a specific geographic area within a Zone (one or more Assessor's Parcels) that (i) was or will be created upon recordation of a Large-Lot Subdivision Map within CFD No. 2004-1, (ii) is expected to have Buildable Lots of a similar size, and (iii) is assigned a Maximum Special Tax burden that will ultimately be allocated to the Buildable Lots within the Village as Final Maps are recorded. The Villages that are part of the Expected Land Uses within CFD No. 2004-1 are shown in Attachment 1 and the Expected Maximum Special Tax Revenues for each Village are shown in Attachment 2. When a Large-Lot Subdivision Map is recorded within CFD No. 2004-1, the actual boundary of each Village may change slightly from that shown in Attachment 1. Such change shall have no impact on the Expected Maximum Special Tax Revenues for each Village unless the total number of Buildable Lots, Acres of Multi-Family Property, Acres of Townhome Property, or Acres of Non-Residential Property within a Village are changed. If such a change occurs, the Administrator shall follow the procedures set forth in Section C below to recalculate the Expected Maximum Special Tax Revenues within each Village.

"Zone" means one of the three mutually exclusive geographic areas defined below and identified in Attachment 1, and any subsequent Zones created to contain property annexed into CFD No. 2004-1 in future Fiscal Years. When a Large-Lot Subdivision Map is recorded within CFD No. 2004-1, the actual boundary of each Zone may change slightly from that shown in Attachment 1. Such change shall have no impact on the Expected Maximum Special Tax Revenues for each Zone unless the total number of Buildable Lots, Acres of Multi-Family Property, Acres of Townhome Property, or Acres of Non-Residential Property are changed. If such a change occurs, the Administrator shall follow the procedures set forth in Section C below to recalculate the Expected Maximum Special Tax Revenues within each Zone.

"Zone 1" means the geographic area that: (i) at CFD Formation, was included in an approved Tentative Map and generally known as Sunridge Park – Phase I, and (ii) is specifically identified in Attachment 1 of this RMA as Zone 1.

"Zone 2" means the geographic area that: (i) at CFD Formation, was generally known as Sunridge Park – Phase II, and (ii) is specifically identified in Attachment 1 of this RMA as Zone 2.

"Zone 3" means the geographic area that: (i) at CFD Formation, was generally known as Sunridge Lot J, and (ii) is specifically identified in Attachment 1 of this RMA as Zone 3.

B. DATA FOR ADMINISTRATION OF SPECIAL TAX

Each time a Final Map is recorded within CFD No. 2004-1, the Administrator shall compare the land uses shown in the Final Map with the Expected Land Uses for the geographic area affected by the Final Map and use the applicable subsection in Section C.3 below to determine the Maximum Special Tax for each Parcel created within the Final Map. In addition to this ongoing administration, on or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for Taxable Property within the CFD. The Administrator shall also (i) determine whether each Parcel is Developed Property or Undeveloped Property and (ii) calculate the Special Tax Requirement for the Fiscal Year.

C. MAXIMUM SPECIAL TAX

The Maximum Special Tax assigned to each Village in Zones 1 and 2 as of CFD Formation is identified in Attachment 2 of this RMA. The sum of the Maximum Special Taxes allocated to individual Parcels within a Village should at all times be equal to the Maximum Special Tax identified for that Village in Attachment 2 unless the CFD Buffer has been reduced to make up for a reduction in the Expected Maximum Special Tax Revenues for a particular Village as provided in Section C.3 below. The Administrator shall apply the applicable subsection below to determine the Maximum Special Tax for each Parcel of Taxable Property within CFD No. 2004-1:

1. ***In Zone 3 Only*** *Until a Large-Lot Subdivision Map or Final Map Has Been Recorded*

Prior to recordation of a Large-Lot Subdivision Map or Final Map in Zone 3, the Maximum Special Tax assigned to Assessor's Parcels within the CFD shall be as follows:

Fiscal Year 2003-04 Assessor's Parcel Number	**Fiscal Year 2003-04 Maximum Special Tax ***
067-0040-016	$397,230
* On July 1, 2004 and each July 1 thereafter, these Maximum Special Taxes shall be increased by two percent (2%) of the amount in effect in the previous Fiscal Year.	

If the Assessor's Parcel number shown above is changed, the Maximum Special Tax shall continue to apply to the Parcel to which it was assigned. If the Parcel is reconfigured due to an action other than recordation of a Large-Lot Subdivision Map or Final Map, the Maximum Special Tax shall be spread on a per-acre basis to all new Assessor's Parcels created by the reconfiguration.

2. After Recordation of a Large-Lot Subdivision Map, Prior to Recordation of a Final Map

After a Large-Lot Subdivision Map is recorded and there is no overlap of Assessor's Parcels between Villages, the Maximum Special Tax for property within a Village shall be the amount identified in Attachment 2 of this RMA. If there are multiple Assessor's Parcels within a Village, the Maximum Special Tax shall be allocated on a per-Acre basis to each Parcel of Taxable Property within that Village until a Final Map is recorded within the Village. If a Final Map records creating Buildable Lots within a portion of a Village, the Administrator shall apply Section C.3 to determine the Maximum Special Tax that is assigned to the geographic area within the Final Map and the remaining property within the Village that has not yet had a Final Map recorded on it. The Maximum Special Tax assigned to the remaining property pursuant to Sections 3a or 3b below will be spread on a per-Acre basis to the Assessor's Parcels within the Village that were not included in the Final Map. If a Final Map is recorded that includes property within multiple Villages, the Buildable Lots and the Expected Maximum Special Tax Revenues for each Village shall be considered separately as if a separate Final Map had recorded for the Buildable Lots within each Village affected by the Final Map.

3. *After Recordation of a Final Map,* ***Prior to the Final Bond Sale***

When a Final Map records for property in CFD No. 2004-1, the Administrator shall compare the Final Map to the Expected Land Uses shown in Attachments 1 and 2 and determine whether the land uses in the Final Map produce more or less than the Expected Maximum Special Tax Revenues for the area included in the Final Map. Based on this comparison and prior to the Final Bond Sale, the Administrator shall apply the applicable subsection below:

3a. Final Map Produces More Than the Expected Maximum Special Tax Revenues, and Additional Final Maps Will Be Recorded Within the Village

If the Administrator determines that land uses in a recorded Final Map (the "Subject Map") will produce more than the Expected Maximum Special Tax Revenues for the area included in the Subject Map, **and there is still property within that Village that has not had a Final Map recorded on it,** the Administrator shall determine the Maximum Special Tax for each Parcel within the Subject Map as follows:

If property in the Subject Map is Multi-Family Property, Townhome Property or Non-Residential Property, the Administrator shall multiply the per-acre Maximum Special Tax that is shown in Column (D) of Attachment 2 for that Village by the acreage of each Parcel of Taxable Property included in the Subject Map to determine the Maximum Special Tax for each Parcel.

If property in the Subject Map is Single Family Detached Property, the Administrator shall assign, as the Maximum Special Tax for each single family lot within the Subject Map and the remaining unmapped portions of the Village, the lowest Base Maximum Tax Rate that, when applied to each single family lot in the Subject Map and the remaining unmapped portions of the Village, will produce an amount greater than or equal to the Expected Maximum Special Tax Revenue for the Village less the total Maximum Special Tax Revenues that can be collected from Final Maps that have already been recorded within the Village.

3b. Final Map Produces More Than the Expected Maximum Special Tax Revenues, and No Additional Final Maps Will Be Recorded Within the Village

If the Administrator determines that land uses in the Subject Map will produce more than the Expected Maximum Special Tax Revenues for the area included in the Subject Map, **and all of the other property within that Village has had a Final Map recorded on it,** the Administrator shall determine the Maximum Special Tax for each Parcel within the Subject Map as follows:

If property in the Subject Map is Multi-Family Property, Townhome Property or Non-Residential Property, the Administrator shall multiply the per-acre Maximum Special Tax that is shown in Column (D) of Attachment 2 for that Village by the acreage of each Parcel of Taxable Property included in the Subject Map to determine the Maximum Special Tax for each Parcel. After the Maximum Special Tax has been

determined for each Parcel, the Administrator shall calculate the total Maximum Special Tax Revenue that can be collected from the Village, subtract the Expected Maximum Special Tax Revenue for the Village, and add the difference to the CFD Buffer.

If property in the Subject Map is Single Family Detached Property, the Administrator shall assign, as the Maximum Special Tax for each single family lot, the lowest Base Maximum Tax Rate that, when applied to each single family lot, will produce an amount greater than or equal to the Expected Maximum Special Tax Revenue from the area within the Subject Map. After the Maximum Special Tax has been determined for each Parcel, the Administrator shall calculate the total Maximum Special Tax Revenue that can be collected from the Village, subtract the Expected Maximum Special Tax Revenue for the Village, and add the difference to the CFD Buffer.

3c. Final Map Produces Less Than the Expected Maximum Special Tax Revenues, and Additional Final Maps Will Be Recorded Within the Village

If property in the Subject Map is Multi-Family Property, Townhome Property or Non-Residential Property, the Administrator shall increase the per-acre Maximum Special Tax that is shown in Column (D) of Attachment 2 for that Villageup to the amount that, when multiplied by the acreage of Taxable Property within the Subject Map and the remainder of the Village, will produce the Expected Maximum Special Tax Revenues for that Village less the amount of Maximum Special Tax that can be collected from other Final Maps that have already recorded within the Village. The Administrator shall then apply the increased per-acre Maximum Special Tax to the acreage of Parcels within the Subject Map and the remaining unmapped portions of the Village to determine the Maximum Special Tax for each Parcel.

If property in the Subject Map is Single Family Detached Property, the Administrator shall, in coordination with the appropriate City departments, determine whether the reason for the loss of Special Tax capacity was (i) due to remapping of the area by the subdivider to yield generally larger lots or lots of a different configuration than was originally expected, or (ii) the result of the originally expected lots not fitting into bounds of the legal parcel due to technical fit issues caused by public requirements such as larger setbacks, additional or widened easements, or due to the legal parcel being of an actual size that is insufficient to accommodate such lots.

If, in the sole discretion of the City, the loss of Special Tax capacity is determined to be due to remapping by the subdivider, the Administrator shall assign, as the Maximum Special Tax for each single family lot in the Subject Map and each single family lot expected in the portions of the Village for which a Final Map has not already been recorded, the lowest Base Maximum Tax Rate that, when applied to each single family lot in the Subject Map and the remaining unmapped areas in the Village, will produce an amount greater than or equal to the Expected Maximum Special Tax Revenue for the Village. If, after applying the Level 3 Base Maximum Tax Rate, there are still insufficient revenues to match the Expected Maximum Special Tax Revenues for the Village, the Administrator shall assign the Level 3 Base Maximum Tax Rate to each Parcel in the Subject Map and remaining unmapped areas in the Village, and revise Attachment 2 to reflect lower Expected Maximum Special Tax

Revenues for the Village in which the Subject Map is being recorded and for the CFD as a whole. The reduced Expected Maximum Special Tax Revenues, net of the CFD Buffer, shall be the amount used to size future series of Bonds issued on behalf of the CFD.

If, in the sole discretion of the City, the loss of Special Tax capacity is determined to be due to an event other than remapping by the subdivider, the Administrator shall assign, as the Maximum Special Tax for each Parcel in the Subject Map, the Base Maximum Tax Rate that was assigned to the Village in Attachment 2. The Administrator shall then calculate the reduced Expected Maximum Special Tax Revenues for the Village and revise Attachment 2 to reflect the lower number for the Village in which the Subject Map is being recorded and for the CFD as a whole. The reduced Expected Maximum Special Tax Revenues, net of the CFD Buffer, shall be the amount used to size future series of Bonds issued on behalf of the CFD.

Notwithstanding the foregoing, the reduction in Expected Maximum Special Tax Revenues shall not at any time be in an amount that reduces the debt service coverage below the amount which was committed to in Bond documents for outstanding Bonds issued on behalf of the CFD.

3d. Final Map Produces Less Than the Expected Maximum Special Tax Revenues, and No Additional Final Maps Will Be Recorded Within the Village

If property in the Subject Map is Multi-Family Property, Townhome Property or Non-Residential Property, the Administrator shall increase the per-acre Maximum Special Tax that is shown in Column (D) of Attachment 2 for that Village up to the amount that, when multiplied by the acreage of Taxable Property within the Subject Map, will produce the Expected Maximum Special Tax Revenues for that Village less the amount of Maximum Special Tax that can be collected from other Final Maps that have already recorded within the Village. The Administrator shall then apply the increased per-acre Maximum Special Tax to the acreage of Parcels within the Subject Map to determine the Maximum Special Tax for each Parcel.

If property in the Subject Map is Single Family Detached Property, the Administrator shall, in coordination with the appropriate City departments, determine whether the reason for the loss of Special Tax capacity was (i) due to remapping of the area by the subdivider to yield generally larger lots or lots of a different configuration than was originally expected, or (ii) the result of the originally expected lots not fitting into bounds of the legal parcel due to technical fit issues caused by public requirements such as larger setbacks, additional or widened easements, or due to the legal parcel being of an actual size that is insufficient to accommodate such lots.

If, in the sole discretion of the City, the loss of Special Tax capacity is determined to be due to remapping by the subdivider, the Administrator shall assign, as the Maximum Special Tax for each single family lot in the Subject Map, the lowest Base Maximum Tax Rate that, when applied to each single family lot in the Subject Map, will produce an amount greater than or equal to the Expected Maximum Special Tax Revenue for the Village less the total Maximum Special Tax revenues that can be collected from Final Maps that have already

been recorded within the Village. If, after applying the Level 3 Base Maximum Tax Rate, there are still insufficient revenues to match the Expected Maximum Special Tax Revenues for the Village, the Administrator shall assign the Level 3 Base Maximum Tax Rate to each Parcel in the Subject Map and revise Attachment 2 to reflect lower Expected Maximum Special Tax Revenues for the Village in which the Subject Map is being recorded and for the CFD as a whole. The reduced Expected Maximum Special Tax Revenues, net of the CFD Buffer, shall be the amount used to size future series of Bonds issued on behalf of the CFD.

If, in the sole discretion of the City, the loss of Special Tax capacity is determined to be due to an event other than remapping by the subdivider, the Administrator shall assign, as the Maximum Special Tax for each Parcel in the Subject Map, the Base Maximum Tax Rate that was assigned to the Village in Attachment 2. The Administrator shall then calculate the reduced Expected Maximum Special Tax Revenues for the Village and revise Attachment 2 to reflect the lower number for the Village in which the Subject Map is being recorded and for the CFD as a whole. The reduced Expected Maximum Special Tax Revenues, net of the CFD Buffer, shall be the amount used to size future series of Bonds issued on behalf of the CFD.

Notwithstanding the foregoing, the reduction in Expected Maximum Special Tax Revenues shall not at any time be in an amount that reduces the debt service coverage below the amount which was committed to in Bond documents for outstanding Bonds issued on behalf of the CFD.

4. *After Recordation of a Final Map, **After the Final Bond Sale***

When a Final Map records for property in CFD No. 2004-1, the Administrator shall compare the Final Map to the Expected Land Uses shown in Attachments 1 and 2 and determine whether the land uses in the Final Map produce more or less than the Expected Maximum Special Tax Revenues for the area included in the Final Map. Based on this comparison and after the Final Bond Sale, the Administrator shall apply the applicable subsection below:

4a. Final Map Produces More Than the Expected Maximum Special Tax Revenues, and Additional Final Maps Will Be Recorded Within the Village

If the Administrator determines that land uses in a recorded Final Map (the "Subject Map") will produce more than the Expected Maximum Special Tax Revenues for the area included in the Subject Map, **and there is still property within that Village that has not had a Final Map recorded on it,** the Administrator shall determine the Maximum Special Tax for each Parcel within the Subject Map as follows:

If property in the Subject Map is Multi-Family Property, Townhome Property or Non-Residential Property, the Administrator shall multiply the per-acre Maximum Special Tax that is shown in Column (D) of Attachment 2 for that Village by the acreage of each Parcel of Taxable Property included in the Subject Map to determine the Maximum Special Tax for each Parcel.

If property in the Subject Map is Single Family Detached Property, the Administrator shall assign, as the Maximum Special Tax for each single family lot within the Subject Map and the remaining unmapped portions of the Village, the lowest Base Maximum Tax Rate that, when applied to each single family lot in the Subject Map and the remaining unmapped portions of the Village, will produce an amount greater than or equal to the Expected Maximum Special Tax Revenue for the Village less the total Maximum Special Tax Revenues that can be collected from Final Maps that have already been recorded within the Village.

4b. Final Map Produces More Than the Expected Maximum Special Tax Revenues, and No Additional Final Maps Will Be Recorded Within the Village

If the Administrator determines that land uses in the Subject Map will produce more than the Expected Maximum Special Tax Revenues for the area included in the Subject Map, **and all of the other property within that Village has had a Final Map recorded on it,** the Administrator shall determine the Maximum Special Tax for each Parcel within the Subject Map as follows:

If property in the Subject Map is Multi-Family Property, Townhome Property or Non-Residential Property, the Administrator shall multiply the per-acre Maximum Special Tax that is shown in Column (D) of Attachment 2 for that Village by the acreage of each Parcel of Taxable Property included in the Subject Map to determine the Maximum Special Tax for each Parcel. After the Maximum Special Tax has been determined for each Parcel, the Administrator shall calculate the total Maximum Special Tax Revenue that can be collected from the Village, subtract the Expected Maximum Special Tax Revenue for the Village, and add the difference to the CFD Buffer.

If property in the Subject Map is Single Family Detached Property, the Administrator shall assign, as the Maximum Special Tax for each single family lot within the Subject Map, the lowest Base Maximum Tax Rate that, when applied to each single family lot in the Subject Map, will produce an amount greater than or equal to the Expected Maximum Special Tax Revenue from the area within the Subject Map. After the Maximum Special Tax has been determined for each Parcel, the Administrator shall calculate the total Maximum Special Tax Revenue that can be collected from the Village, subtract the Expected Maximum Special Tax Revenue for the Village, and add the difference to the CFD Buffer.

4c. Final Map Produces Less Than the Expected Maximum Special Tax Revenues, and Additional Final Maps Will Be Recorded Within the Village

If the Administrator determines that land uses in a Final Map that is submitted for approval (the "Subject Map") will produce less than the Expected Maximum Special Tax Revenues for the area included in the Subject Map, **and there is still property within that Village that has not had a Final Map recorded on it,** the Administrator shall determine the Maximum Special Tax for each Parcel within the Subject Map as follows:

If property in the Subject Map is Multi-Family Property, Townhome Property or Non-Residential Property, the Administrator shall increase the per-acre Maximum Special Tax that is shown in Column (D) of Attachment 2 for that Village up to the amount that, when multiplied by the acreage of Taxable Property within the Subject Map and the remainder of the Village, will produce the Expected Maximum Special Tax Revenues for that Village less the amount of Maximum Special Tax that can be collected from other Final Maps that have already recorded within the Village. The Administrator shall then apply the increased per-acre Maximum Special Tax to the acreage of Parcels within the Subject Map and within the remaining unmapped portions of the Village to determine the Maximum Special Tax for each Parcel.

If property in the Subject Map is Single Family Detached Property, the Administrator shall, in coordination with the appropriate City departments, determine whether the reason for the loss of Special Tax capacity was (i) due to remapping of the area by the subdivider to yield generally larger lots or lots of a different configuration than was originally expected, or (ii) the result of the originally expected lots not fitting into bounds of the legal parcel due to technical fit issues caused by public requirements such as larger setbacks, additional or widened easements, or due to the legal parcel being of an actual size that is insufficient to accommodate such lots.

If, in the sole discretion of the City, the loss of Special Tax capacity is determined to be due to remapping by the subdivider, the Administrator shall assign the lowest Base Maximum Tax Rate that, when applied to each single family lot in the Subject Map and the remaining unmapped areas in the Village, will produce an amount greater than or equal to the Expected Maximum Special Tax Revenue for the Village less the total Maximum Special Tax revenues that can be collected from Final Maps that have already been recorded within the Village. If, after applying the Level 3 Base Maximum Tax Rate, there are still insufficient revenues to match the Expected Maximum Special Tax Revenues for the Village, the landowner may prepay the Special Tax obligation that corresponds to the reduced Maximum Special Tax revenues that will be generated within the Subject Map area to avoid an increase in the per-unit and/or per-acre Maximum Special Taxes within that Village that will occur pursuant to the steps outlined below. If a landowner chooses to make such a prepayment, the Administrator shall use Section G below to calculate the amount to be prepaid, and the full amount of the prepayment must be on deposit with the City prior to recordation of the Final Map.

If no prepayment is received prior to recordation of the Subject Map, the Administrator shall apply the following steps to determine the Maximum Special Tax for each Parcel within the Subject Map and remaining unmapped portions of the Village:

Step 1. Sum the following:

(i) the Maximum Special Tax revenues that can be collected from property within the Village that has already had a Final Map recorded (not including the Subject Map);

(ii) the amount that would result if the Level 3 Base Maximum Tax Rate is applied to each Parcel within the Subject Map;

(iii) the amount that would result if the Level 3 Base Maximum Tax Rate is applied to all single family lots expected on the remaining unmapped property within the Village.

Step 2. By reference to Attachment 2, identify the total Expected Maximum Special Tax Revenues for the Village within which the Subject Map is being recorded;

Step 3. Subtract the total revenues determined in Step 1 from the Expected Maximum Special Tax Revenues identified in Step 2.

Step 4. If the amount calculated in Step 3 is less than or equal to zero, use the Level 3 Base Maximum Tax Rate as the Maximum Special Tax for each Parcel within the Subject Map and for each single family lot expected in the remaining unmapped property within the Village.

If the amount calculated in Step 3 is greater than zero, apply the following steps to determine the Maximum Special Tax for each Parcel within the Subject Map and each single family lot expected in the remaining unmapped property within the Village:

Step 4a. Using the amounts calculated in Step 1, determine, for each Parcel in the Subject Map and for each remaining unmapped Parcel in the Village, the Parcel's percentage share of the total Maximum Special Tax that would be collected if the Level 3 Base Maximum Tax Rate were applied to each Parcel within the Subject Map and each single family lot expected in the remaining unmapped property within the Village.

Step 4b. Multiply the percentages determined in Step 4a by the difference calculated in Step 3 above to determine the share of the shortfall in Expected Maximum Special Tax Revenues that will be assigned to each Parcel.

Step 4c. For Parcels within the Subject Map, add the share of the shortfall assigned to each Parcel in Step 4b to the Level 3 Base Maximum Tax Rate to calculate the Maximum Special Tax that will apply to each Parcel within the Subject Map. For each remaining unmapped Parcel in the Village, add the share of the shortfall assigned to each Parcel in Step 4b to the amount calculated for each Parcel when the Level 3 Base Maximum Tax Rate is multiplied by the expected number of single family lots on each Parcel. The sum of

these numbers shall be the Maximum Special Tax assigned to the Parcel until it is subdivided.

If, in the sole discretion of the City, the loss of Special Tax capacity is determined to be due to an event other than remapping by the subdivider, the Administrator shall apply the following steps to determine the Maximum Special Tax for each Parcel in the Subject Map and the unmapped portions of the Village:

Step 1. Sum the following:

(i) the Maximum Special Tax revenues that can be collected from property within the Village that has already had a Final Map recorded (not including the Subject Map);

(ii) the amount that would result if the Base Maximum Tax Rate assigned to the Village in Attachment 2 is multiplied by the number of single family lots within the Subject Map;

(iii) the amount that would result if the Base Maximum Tax Rate assigned to the Village in Attachment 2 is applied to all single family lots expected on the remaining unmapped property within the Village.

Step 2. By reference to Attachment 2, identify the total Expected Maximum Special Tax Revenues for the Village within which the Subject Map is being recorded.

Step 3. Subtract the total revenues determined in Step 1 from the Expected Maximum Special Tax Revenues identified in Step 2.

Step 4. If the amount calculated in Step 3 is less than or equal to zero, use the Base Maximum Tax Rate assigned to the Village in Attachment 2 as the Maximum Special Tax for each Parcel within the Subject Map. Multiply this same Base Maximum Special Tax by the number of single family lots expected on each Parcel of remaining unmapped property within the Village to determine the Maximum Special Tax to be assigned to each Parcel.

If the amount calculated in Step 3 is greater than zero, the Administrator shall first determine if the amount in the CFD Buffer is sufficient to cover this shortfall. If so, the Administrator shall reduce the amount of the CFD Buffer by the amount of the shortfall and shall use the Base Maximum Tax Rate assigned to the Village in Attachment 2 as the Maximum Special Tax for each Parcel within the Subject Map. The Administrator shall determine the Maximum Special Tax for remaining unmapped property within the Village by multiplying this Base Maximum Tax Rate by the number of single family lots expected on each Parcel of unmapped property.

If the Administrator determines that the amount in the CFD Buffer is insufficient to cover the shortfall, the Administrator shall apply the following steps to determine the Maximum Special Tax for each Parcel within the Subject Map and each single family lot expected in the remaining unmapped property within the Village:

Step 4a. Using the amounts calculated in Step 1, determine, for each Parcel in the Subject Map and for each remaining unmapped Parcel in the Village, the Parcel's percentage share of the total Maximum Special Tax that would be collected if the Base Maximum Tax Rate assigned to the Village in Attachment 2 is applied to each Parcel within the Subject Map and each single family lot expected in the remaining unmapped property within the Village.

Step 4b. Multiply the percentages determined in Step 4a by amount of the shortfall calculated in Step 3 above to determine the share of the shortfall that will be assigned to each Parcel.

Step 4c. For Parcels within the Subject Map, add the share of the shortfall assigned to each Parcel in Step 4b to the Base Maximum Tax Rate assigned to the Village in Attachment 2 to calculate the Maximum Special Tax that will apply to each Parcel within the Subject Map. For each remaining unmapped Parcel in the Village, add the share of the shortfall assigned to each Parcel in Step 4b to the amount calculated for each Parcel when the Base Maximum Tax Rate assigned to the Village in Attachment 2 is multiplied by the expected number of single family lots on each Parcel. The sum of these numbers shall be the Maximum Special Tax assigned to the Parcel until it is subdivided.

4d. Final Map Produces Less Than the Expected Maximum Special Tax Revenues, and No Additional Final Maps Will Be Recorded Within the Village

If the Administrator determines that land uses in a Final Map that is submitted for approval (the "Subject Map") will produce less than the Expected Maximum Special Tax Revenues for the area included in the Subject Map, **and there are no additional Final Maps to be recorded within the Village,** the Administrator shall determine the Maximum Special Tax for each Parcel within the Subject Map as follows:

If property in the Subject Map is Multi-Family Property, Townhome Property or Non-Residential Property, the Administrator shall increase the per-acre Maximum Special Tax that is shown in Column (D) of Attachment 2 for that Village up to the amount that, when multiplied by the acreage of Taxable Property within the Subject Map, will produce the Expected Maximum Special Tax Revenues for that Village less the amount of Maximum Special Tax that can be collected from other Final Maps that have already recorded within

the Village. The Administrator shall then apply the increased per-acre Maximum Special Tax to the acreage of Parcels within the Subject Map to determine the Maximum Special Tax for each Parcel.

If property in the Subject Map is Single Family Detached Property, the Administrator shall, in coordination with the appropriate City departments, determine whether the reason for the loss of Special Tax capacity was (i) due to remapping of the area by the subdivider to yield generally larger lots or lots of a different configuration than was originally expected, or (ii) the result of the originally expected lots not fitting into bounds of the legal parcel due to technical fit issues caused by public requirements such as larger setbacks, additional or widened easements, or due to the legal parcel being of an actual size that is insufficient to accommodate such lots.

If, in the sole discretion of the City, the loss of Special Tax capacity is determined to be due to remapping by the subdivider, the Administrator shall assign the lowest Base Maximum Tax Rate that, when applied to each single family lot in the Subject Map, will produce an amount greater than or equal to the Expected Maximum Special Tax Revenue for the Village less the total Maximum Special Tax revenues that can be collected from Final Maps that have already been recorded within the Village. If, after applying the Level 3 Base Maximum Tax Rate, there are still insufficient revenues to match the Expected Maximum Special Tax Revenues for the Village, the landowner may prepay the Special Tax obligation that corresponds to the reduced Maximum Special Tax revenues that will be generated within the Subject Map area to avoid an increase in the per-unit and/or per-acre Maximum Special Taxes within that Village that will occur pursuant to the steps outlined below. If a landowner chooses to make such a prepayment, the Administrator shall use Section G below to calculate the amount to be prepaid, and the full amount of the prepayment must be on deposit with the City prior to recordation of the Final Map.

If no prepayment is received prior to recordation of the Subject Map, the Administrator shall apply the following steps to determine the Maximum Special Tax for each Parcel within the Subject Map:

Step 1. Sum the following:

(i) the Maximum Special Tax revenues that can be collected from property within the Village that has already had a Final Map recorded (not including the Subject Map);

(ii) the amount that would result if the Level 3 Base Maximum Tax Rate is applied to each Parcel within the Subject Map.

Step 2. By reference to Attachment 2, identify the total Expected Maximum Special Tax Revenues for the Village within which the Subject Map is being recorded.

Step 3. Subtract the total revenues determined in Step 1 from the Expected Maximum Special Tax Revenues identified in Step 2.

Step 4. If the amount calculated in Step 3 is less than or equal to zero, use the Level 3 Base Maximum Tax Rate as the Maximum Special Tax for each Parcel within the Subject Map.

If the amount calculated in Step 3 is greater than zero, apply the following steps to determine the Maximum Special Tax for each Parcel within the Subject Map:

Step 4a. Using the amounts calculated in Step 1, determine, for each Parcel in the Subject Map, the Parcel's percentage share of the total Maximum Special Tax that would be collected if the Level 3 Base Maximum Tax Rate were applied to each Parcel within the Subject Map.

Step 4b. Multiply the percentages determined in Step 4a by the difference calculated in Step 3 above to determine the share of the shortfall in Expected Maximum Special Tax Revenues that will be assigned to each Parcel.

Step 4c. Add the share of the shortfall assigned to each Parcel in Step 4b to the Level 3 Base Maximum Tax Rate to calculate the Maximum Special Tax that will apply to each Parcel within the Subject Map.

If, in the sole discretion of the City, the loss of Special Tax capacity is determined to be due to an event other than remapping by the subdivider, the Administrator shall apply the following steps to determine the Maximum Special Tax for each Parcel in the Subject Map:

Step 1. Sum the following:

(i) the Maximum Special Tax revenues that can be collected from property within the Village that has already had a Final Map recorded (not including the Subject Map);

(ii) the amount that would result if the Base Maximum Tax Rate assigned to the Village in Attachment 2 is multiplied by the number of single family lots within the Subject Map.

Step 2. By reference to Attachment 2, identify the total Expected Maximum Special Tax Revenues for the Village within which the Subject Map is being recorded.

Step 3. Subtract the total revenues determined in Step 1 from the Expected Maximum Special Tax Revenues identified in Step 2.

Step 4. If the amount calculated in Step 3 is less than or equal to zero, use the Base Maximum Tax Rate assigned to the Village in Attachment 2 as the Maximum Special Tax for each Parcel within the Subject Map.
If the amount calculated in Step 3 is greater than zero, the Administrator shall first determine if the amount in the CFD Buffer is sufficient to cover this shortfall. If so, the Administrator shall reduce the amount of the CFD Buffer by the amount of the shortfall and use the Base Maximum Tax Rate assigned to the Village in Attachment 2 as the Maximum Special Tax for each Parcel within the Subject Map.

If the Administrator determines that the amount in the CFD Buffer is insufficient to cover the shortfall, the Administrator shall apply the following steps to determine the Maximum Special Tax for each Parcel within the Subject Map:

Step 4a. Using the amounts calculated in Step 1, determine, for each Parcel in the Subject Map, the Parcel's percentage share of the total Maximum Special Tax that would be collected if the Base Maximum Tax Rate assigned to the Village in Attachment 2 is applied to each Parcel within the Subject Map.

Step 4b. Multiply the percentages determined in Step 4a by amount of the shortfall calculated in Step 3 above to determine the share of the shortfall that will be assigned to each Parcel.

Step 4c. Add the share of the shortfall assigned to each Parcel in Step 4b to the Base Maximum Tax Rate assigned to the Village in Attachment 2 to calculate the Maximum Special Tax that will apply to each Parcel within the Subject Map.

The Maximum Special Tax calculated for a Parcel pursuant to Section C above shall be increased each Fiscal Year after the Fiscal Year in which the Maximum Special Tax is assigned to the Parcel by two percent (2%) of the amount in effect in the previous Fiscal Year.

Once a Maximum Special Tax has been assigned to a Parcel within a Final Map, the Maximum Special Tax shall not be reduced in future Fiscal Years regardless of changes in land use, Parcel size, ownership or Special Taxes assigned elsewhere in the Village. Pursuant to Section 53321 (d) of the Act, the Special Tax levied against a Parcel used for private residential purposes shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels in the CFD and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

D. METHOD OF LEVY OF THE SPECIAL TAX

The Administrator shall determine the Special Tax to be levied on Taxable Property in CFD No. 2004-1 by application of the following steps:

Step 1. If, in any Fiscal Year, there are facilities authorized to be funded by CFD No. 2004-1 that have not yet been funded, the Maximum Special Tax determined pursuant to Section C above shall be levied on each Parcel of Developed Property in the CFD. If all authorized CFD facilities have been funded, the Special Tax shall be levied Proportionately on each Parcel of Developed Property in the CFD up to 100% of the Maximum Special Tax for each Parcel until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

Step 2. If additional revenue is needed after Step 1, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property in the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year, as determined pursuant to Section C.

E. MANNER OF COLLECTION OF SPECIAL TAX

The Special Taxes for CFD No. 2004-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section G below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid and authorized facilities to be constructed directly from Special Taxes proceeds have been completed. However, in no event shall Special Taxes be levied after Fiscal Year 2040-2041.

F. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied in any Fiscal Year on the following:

(1) Public Property, unless property that was expected to be Taxable Property (as shown in Attachment 1) becomes Public Property after CFD Formation and the loss of such Taxable Property reduces the Expected Maximum Special Tax Revenues within a Village. A public agency shall not accept dedication of or acquire the property without a mandatory prepayment of the special tax obligation assigned to the property, which shall be calculated using the prepayment formula set forth in Section

G below, otherwise the Parcel shall be subject to a Special Tax levy as authorized by Sections 53317.3 and 53317.5 of the Act.

Notwithstanding the foregoing, if a Parcel that was expected to be Taxable Property becomes Public Property at the same time a Parcel that was expected to be Public Property becomes Taxable Property, the Maximum Special Tax that had been assigned to the Parcel that was previously Taxable Property can be shifted to the Parcel that had been Public Property and, to the extent such shift maintains the Expected Maximum Special Tax Revenues for that Village, the Parcel that is now Public Property shall not be subject to a prepayment or the levy of Special Taxes in future Fiscal Years.

(2) Assessor's Parcels included within the area designated as "Village 13" in Attachment 1 of this RMA if (i) such property is owned by a private utility company or public agency, and (ii) Bonds have not yet been sold for CFD No. 2004-1 or, if Bonds have been sold, a prepayment is received in an amount that will prepay the Special Tax obligation assigned to Village 13 in Attachment 1. If property in Village 13 is exempt from the Special Tax because such property is acquired by a public agency or private utility prior to Bonds being sold, and if, in any subsequent Fiscal Year, it is determined that a Large-Lot Subdivision Map or Final Map has been recorded on property within this area which anticipates development of residential land uses, such property shall be considered Taxable Property for purposes of levying the Special Tax in such Fiscal Year. The City and the Administrator shall review maps and development plans for the property and assign the most appropriate Maximum Special Tax to the Parcels based on the Maximum Special Taxes that have been assigned to other similar land uses elsewhere within CFD No. 2004-1.

(3) Assessor's Parcels that have fully prepaid the Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section G below.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section G:

"Remaining Facilities Costs" means the Public Facilities Requirement minus public facility costs funded by Outstanding Bonds, developer equity and/or any other source of funding.

"Outstanding Bonds" means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

"Previously Issued Bonds" means all Bonds that have been issued prior to the date of prepayment.

"Public Facilities Requirements" means either $23,000,000 in 2004 dollars, which shall increase on January 1, 2005, and on each January 1 thereafter by the percentage increase, if any, in the construction cost index for the San Francisco region for the prior twelve (12) month period as published in the Engineering News Record or other comparable source if the Engineering News Record is discontinued or otherwise not available, or such lower number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by CFD No. 2004-1. The Public Facilities Requirements shown above may be adjusted or a separate Public Facilities Requirements identified each time property annexes into CFD No. 2004-1; at no time shall the added Public Facilities Requirement for that annexation area exceed the amount of public improvement costs that are expected to be supportable by the Maximum Special Tax revenues generated within that annexation area.

The Special Tax obligation applicable to an Assessor's Parcel in CFD No. 2004-1 may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Assessor's Parcel. Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City. If this Section G is being applied to calculate a prepayment pursuant to Section C or Section F above, use, for purposes of this Step 1, the amount by which the Expected Maximum Special Tax Revenues have been reduced due to the change in land use that necessitated the prepayment.

Step 2. Divide the Maximum Special Tax computed pursuant to Step 1 for such Assessor's Parcel by the total Expected Maximum Special Tax Revenues for all property in the CFD, as shown in Attachment 2 of this RMA.

Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "**Bond Redemption Amount**"*).

Step 4. Compute the current Remaining Facilities Costs (if any).

Step 5. Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the "**Remaining Facilities Amount**"*).

Step 6. Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "**Redemption Premium**"*).

Step 7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8 and 9 of this prepayment formula will not apply.

Step 8: Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.

Step 9: Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (the ***"Defeasance Requirement"***).

Step 10. The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds and recording any notices to evidence the prepayment and the redemption (the *"**Administrative Fees and Expenses**"*).

Step 11. If and to the extent so provided in the Bond indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "***Reserve Fund Credit***").

Step 12. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the *"Prepayment Amount"*).

H. INTERPRETATION OF SPECIAL TAX FORMULA

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rates, method of apportionment, classification of properties or any definition applicable to the CFD.

I. LEVY AND COLLECTION OF MAXIMUM SPECIAL TAX FOR CITY FACILITIES AND SERVICES

Notwithstanding the definition of Special Tax Requirement and levy of Special Tax to pay the Special Tax Requirement contained herein, if the City determines that for any fiscal year ending on or after June 30, 2014, that the Special Tax Requirement for such fiscal year is less than the amount of the Maximum Special Tax that could be levied for such fiscal year, the City may increase the Special Tax to be levied for such fiscal year to equal the Maximum Special Tax. In such instances, the amount of Special Taxes collected in excess of the Special Tax Requirement for such fiscal year shall be utilized, at the sole discretion of the City, for any of the following purposes:

Any purpose related to facilities, as permitted under the Mello-Roos Community Facilities Act of 1982, including but not limited to the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing District facilities that are primarily for the benefit of the District; or 2) repair or rehabilitate existing District facilities.

Prepayment of principal and/or interest on outstanding bonds of CFD No. 2004-1 or any bonds, lease obligations, certificates of participation or other obligations financing facilities described in Item 1 above.

In the event the City determines that such excess is not needed for any purpose described in Items 1 and 2 above, the City shall utilize such excess to acquire improvements in accordance with any agreement entered into with respect to CFD No. 2004-1 providing for acquisition of authorized improvements from the developer of such improvements, provided there remain facilities to be acquired under such agreement at that time.

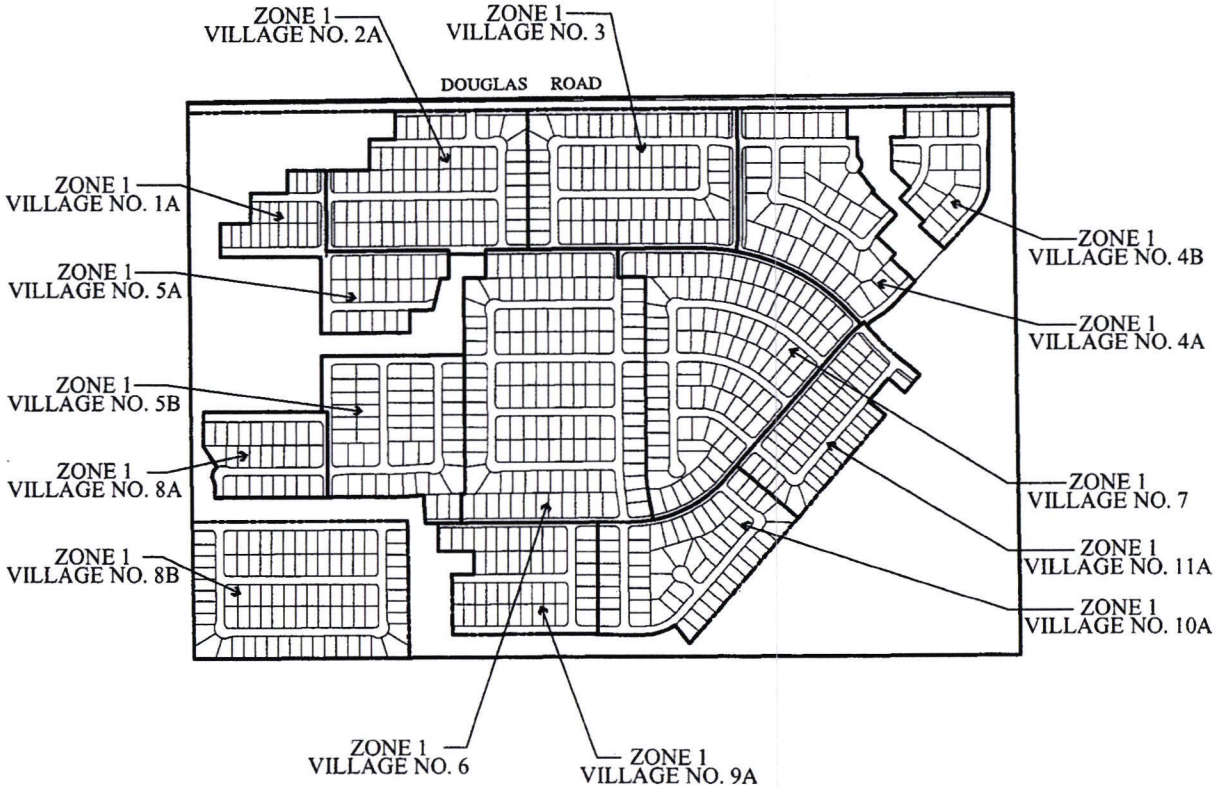
ATTACHMENT 1

Sunridge Park Area Community Facilities District No. 2004-1
Identification of Zones and Villages

CITY OF RANCHO CORDOVA
SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1
IDENTIFICATION OF TAX ZONE 1 AND ANTICIPATED LOTS

RANCHO CORDOVA, CALIFORNIA

MAY 2004



LOCATION MAP



LAND USE SUMMARY TABLE

ZONE 1 (SUNRIDGE PARK - PHASE I)

UNIT/VILLAGE	TYPICAL LOT SIZE	NO. OF LOTS	NET ACRES
VILLAGE 1A	45'x105'	20	-
VILLAGE 2A	55'x105'	71	-
VILLAGE 3	55'x105'	80	-
VILLAGE 4A	70'x121'	45	-
VILLAGE 4B	70'x121'	18	-
VILLAGE 5A	60'x110'	23	-
VILLAGE 5B	60'x110'	50	-
VILLAGE 6	60'x110'	128	-
VILLAGE 7	55'x105'	102	-
VILLAGE 8A	55'x105'	27	-
VILLAGE 8B	55'x105'	86	-
VILLAGE 9A	55'x105'	47	-
VILLAGE 10A	55'x105'	53	-
VILLAGE 11A	45'x105'	49	-
TOTAL ZONE 1		799	

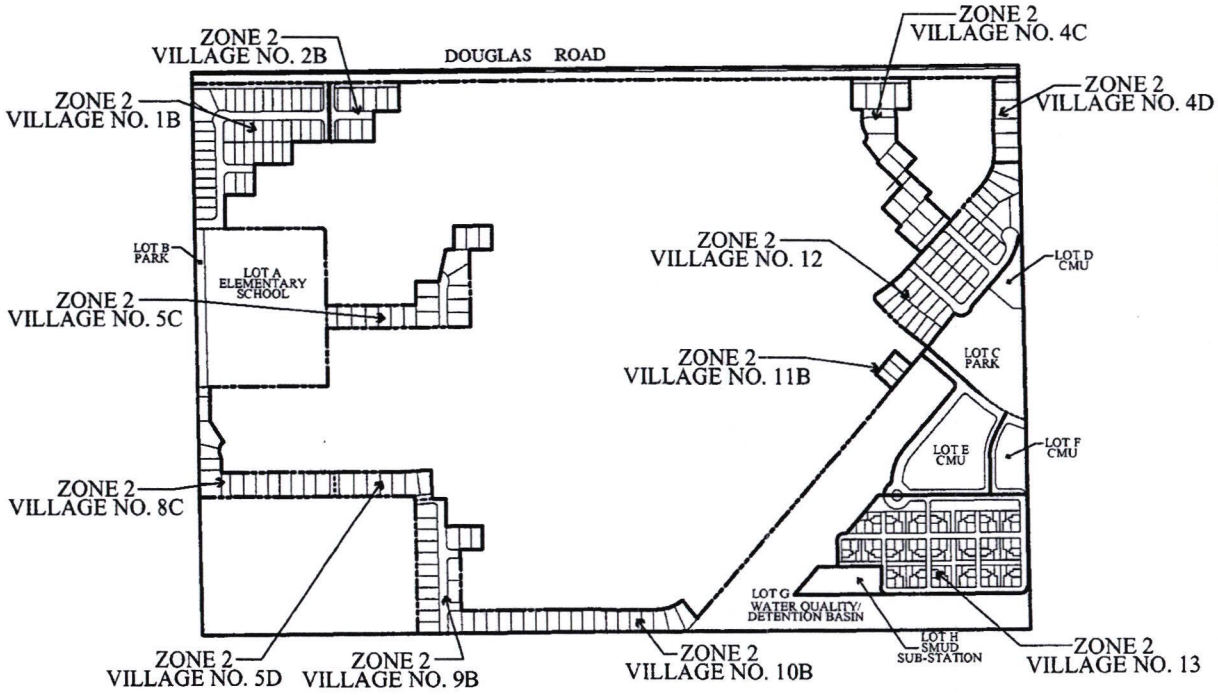
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PHONE: (916) 341-7760 FAX: (916) 341-77(

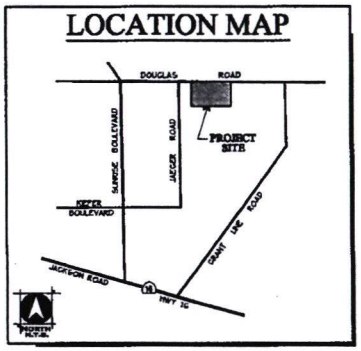
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CITY OF RANCHO CORDOVA
SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1
IDENTIFICATION OF TAX ZONE 2 AND ANTICIPATED LOTS
RANCHO CORDOVA, CALIFORNIA

MAY 2004



LOCATION MAP



LAND USE SUMMARY TABLE

ZONE 2 (SUNRIDGE PARK - PHASE II)

UNIT/VILLAGE	TYPICAL LOT SIZE	NO. OF LOTS	NET ACRES
VILLAGE 1B	45'x105'	43	-
VILLAGE 2B	55'x105'	8	-
VILLAGE 4C	70'x121'	14	-
VILLAGE 4D	70'x121'	5	-
VILLAGE 5C	60'x110'	17	-
VILLAGE 5D	60'x110'	7	-
VILLAGE 8C	55'x105'	14	-
VILLAGE 9B	55'x105'	29	-
VILLAGE 10B	55'x105'	7	-
VILLAGE 11B	45'x105'	3	-
VILLAGE 12	45'x105'	40	-
LOT A	ELEM. SCHOOL		10.0
LOT B	PARK		0.8
LOT C	PARK		3.9
LOT D	CMU		0.7
LOT E	CMU		3.0
LOT F	CMU		1.0
LOT G	WQ/DETENTION		14.7
LOT H	SMUD SUBSTATION		1.1
VILLAGE 13	TOWNHOME (12/ACRE)		8.7
	TOTAL ZONE 2	187	

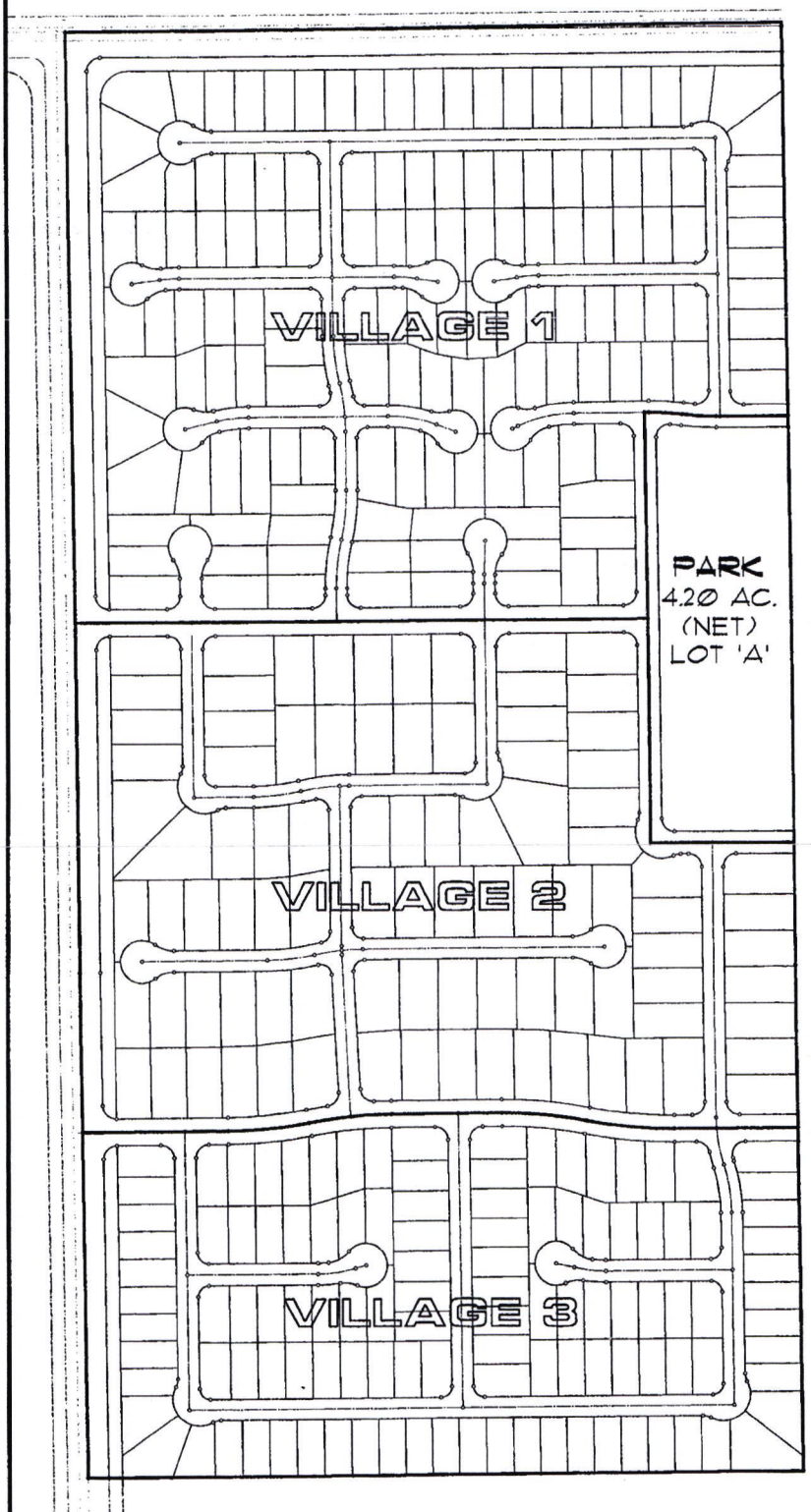
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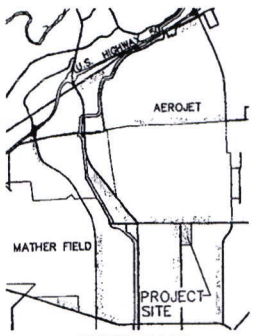
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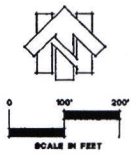
CITY OF RANCHO CORDOVA
SUNRIDGE PARK COMMUNITY FACILITIES DISTRICT NO. 2004-1
IDENTIFICATION OF TAX ZONE AND ANTICIPATED LOTS

RANCHO CORDOVA, CALIFORNIA
MAY 14, 2004





VICINITY MAP



LAND USE SUMMARY

SUNRIDGE LOT J - ZONE 3

UNIT / VILLAGE	TYPICAL LOT SIZE / USE	# OF LOTS	NET ACRES
VILLAGE 1	55' X 105'	140	-
VILLAGE 2	65' X 131'	91	-
VILLAGE 3	50' X 105'	115	-
LOT 'A'	-	PARK	4.20

ZONE 3

SUNRIDGE LOT J
SUN RIDGE SPECIFIC PLAN
CITY OF RANCHO CORDOVA, CALIFORNIA

MSA ENGINEERING

J:/PROJECTS/SUNRIDGE/MAPPING/TMAP_2.DWG

04-052

ATTACHMENT 2

Sunridge Park Area Community Facilities District No. 2004-1
Expected Land Uses and Expected Maximum Special Tax Revenues

Column (A)	*Column (B)*	*Column (C)*	*Column (D)*	*Column (E)*
Village Designations Within Each Zone [1]	**Expected Lot Size (Single Family) or Land Use**	**Expected # of Single Family Units, Multi-Family Acres, Townhome Acres or Non-Residential Acres**	**Base Maximum Tax Rate per Unit (Single Family) and Maximum Special Tax per Acre (Multi-Family, Townhome Property and Non-Residential) [2]**	**Expected Maximum Special Tax Revenues [2]**
		ZONE 1		
Village 1A	45' x 105'	20 units	$1,055	$21,100
Village 2A	55' x 105'	71 units	$1,155	$82,005
Village 3	55' x 105'	80 units	$1,155	$92,400
Village 4A	70' x 121'	45 units	$1,255	$56,475
Village 4B	70' x 121'	18 units	$1,255	$22,590
Village 5A	60' x 110'	23 units	$1,155	$26,565
Village 5B	60' x 110'	50 units	$1,155	$57,750
Village 6	60' x 110'	128 units	$1,155	$147,840
Village 7	55' x 105'	102 units	$1,155	$117,810
Village 8A	55' x 105'	27 units	$1,155	$31,185
Village 8B	55' x 105'	86 units	$1,155	$99,330
Village 9A	55' x 105'	47 units	$1,155	$54,285
Village 10A	55' x 105'	53 units	$1,155	$61,215
Village 11A	45' x 105'	49 units	$1,055	$51,695
Subtotal, Zone 1				**$922,245**
		ZONE 2		
Village 1B	45' x 105'	43 units	$1,055	$45,365
Village 2B	55' x 105'	8 units	$1,155	$9,240
Village 4C	70' x 121'	14 units	$1,255	$17,570
Village 4D	70' x 121'	5 units	$1,255	$6,275
Village 5C	60' x 110'	17 units	$1,155	$19,635
Village 5D	60' x 110'	7 units	$1,155	$8,085
Village 8C	55' x 105'	14 units	$1,155	$16,170
Village 9B	55' x 105'	29 units	$1,155	$33,495
Village 10B	55' x 105'	7 units	$1,155	$8,085
Village 11B	45' x 105'	3 units	$1,055	$3,165
Village 12	45' x 105'	40 units	$1,055	$42,200
Village 13	Townhomes	8.7 acres	$9,000	$78,300
Subtotal, Zone 2				**$287,585**
		ZONE 3		
Village 1	55' x 105'	140 units	$1,155	$161,700
Village 2	65' x 131'	91 units	$1,255	$114,205
Village 3	50' x 105'	115 units	$1,055	$121,325
Subtotal, Zone 3				**$397,230**
Expected Maximum Special Tax Revenues in CFD, Fiscal Year 2003-04				**$1,607,060**
CFD Buffer				**($6,660)**
Net Amount of Maximum Special Tax Revenues to Secure Bonds (2003-04)				**$1,600,400**

1. See Attachment 1 for the geographic area associated with each Zone and Village.

2. On July 1, 2004 and each July 1 thereafter, the Maximum Special Tax and Expected Maximum Special Tax Revenues shall be increased by two percent (2%) of the amount in effect in the previous Fiscal Year.

CITY COUNCIL OF THE CITY OF RANCHO CORDOVA

RESOLUTION NO. 118-2004

RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS IN SUNRIDGE PARK COMMUNITY FACILITIES DISTRICT NO. 2004-1

The City Council of the City of Rancho Cordova (the "City") resolves:

1. Reference is made to the Council's Resolution No 76-2004 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING ITS INTENTION TO ESTABLISH THE CITY OF RANCHO CORDOVA SUNRIDGE PARK COMMUNITY FACILITIES DISTRICT NO. 2004-1 AND TO LEVY A SPECIAL TAX THEREIN TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES AND THE PAYMENT OF CERTAIN FEES IN AND FOR SUCH COMMUNITY FACILITIES DISTICT" (the "Resolution of Intention"),; and Resolution No. 77-2004 "RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING ITS INTENTION TO INCUR A BONDED INDEBTEDNESS OT FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES AND THE PAYMENT OF CERTAIN FEES IN AND FOR THE CITY OF RANCHO CORDOVA SUNRIDGE PARK COMMUNITY FACILITIES DISTRICT NO. 2004-1" (the "Resolution to Incur Indebtedness") of this City Council adopted June 7, 2004 for the preliminary scope of the project and financing contemplated by these proceedings.

2. This City Council has conducted the public hearing set by the Resolution of Intention and Resolution to Incur Indebtedness, and determines that a majority protest under Section 53324 of the Government Code was not made at the hearing.

3. This City Council now deems it necessary to incur the contemplated bonded indebtedness.

4. The purpose for incurring the bonded indebtedness is to assist in the financing of the public facilities and incidental expenses described in our Resolution of Formation of the District adopted this date.

5. The whole of the District shall be subject to special tax to repay the bonded indebtedness.

6. Within the absolute limit of $42,000,000, and the requirements of the Resolution of Formation and this Resolution, the amount of bonded indebtedness to be incurred, and the amount and timing of each issuance of bonds, shall be subject to the discretion of this City Council.

7. The maximum term of any issue of bonds under this authority shall not exceed 38 years.

8. The maximum rate of interest shall be determined by competitive sale or by negotiation at the time of bond sale, but in any case shall not exceed the legal rate as

specified, from time to time, by Government Code Section 53531 or any similar controlling provision of law.

9. It is the intention of this City Council that any bonds issued may be made callable on terms to be specified in any resolution providing for the form, execution and issuance of bonds, in accordance with the terms of the Mello-Roos Community Facilities Act of 1982.

10. The question of the authorization to issue the bonds described herein shall be submitted to the qualified electors within the District for a vote in accordance with the Mello-Roos Community Facilities Act of 1982 and in accordance with the findings contained in the Certificate of Special Tax Consultant or a certificate from another consultant acceptable to the Finance Director, heretofore filed in these proceedings.

11. The City Clerk is hereby designated as the official to conduct the special, mailed-ballot election pursuant to Elections Code Sections 307 and 320.

12. The special community facilities district election shall be conducted by mailed ballot. In order to be counted, ballots must be returned to, and be physically received by, the City Clerk before the end of the public hearing on July 19, 2004. If all authorized ballots are received by the City Clerk prior to that time, the City Clerk shall, pursuant to Government Code section 53326(d), immediately close the election and declare the results.

13. The ballot language is substantively as follows:

> "Shall the City Council of the City of Rancho Cordova be authorized to issue up to $42,000,000 in bonds, levy a special tax and finance public facilities by and through its Sunridge Park Community Facilities District No. 2004-1, all as specified in its Resolutions No. 76-2004 and No. 77-2004, and shall the appropriations limit for the District for fiscal year 20004-05 be established at $42,000,000?"

14. The City shall not use the proceeds of the bonds issued for the District for the acquisition of facilities to be owned by an entity other than the City unless and until such entity and the City have entered into a Joint Community Facilities Agreement as described in the proceedings for the District.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 19th day of July, 2004, by the following vote on roll call:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Mayor

ATTEST:

_____
City Clerk

CITY COUNCIL OF THE CITY OF RANCHO CORDOVA

RESOLUTION NO. 119-2004

RESOLUTION CALLING SPECIAL ELECTION IN SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1

The City Council of the City of Rancho Cordova (the "City") resolves:

1. Reference is made to the City Council's Resolution No. 76-2004 ("RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX IN SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1") and Resolution No. 77-2004 ("RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS IN SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1") adopted July 19, 2004.

2. The levy of special tax proposed in the Resolution of Formation shall be submitted to the voters pursuant to Government Code Section 53326.

3. The authorization to issue bonded indebtedness proposed in the Resolution Deeming It Necessary to Incur Bonded Indebtedness shall be submitted to the voters pursuant to Government Code Section 53355.

4. The setting of the appropriations limit shall be submitted to the voters pursuant to Government Code Section 53325.7.

5. The three ballot questions just described shall be combined into a single ballot measure pursuant to Government Code Section 53353.5. The ballot language shall be as shown on the form of ballot attached hereto as Exhibit A, which form of ballot is hereby approved.

6. This City Council hereby accepts the Certificate Re Ownership Within the District heretofore filed in these proceedings and finds, in accordance therewith, that there presently are, or at some point in the 90 days just past there have been, fewer than 12 registered voters residing within the boundaries of the District. Accordingly, under Government Code Section 53326(b) the voters in this election shall be the landowners owning land within the District.

7. The City Council further finds that the landowners of record owning property within the District are those set forth in the attachment to the Certificate Re Ownership Within the District or certification of another consultant, and that the attachment correctly sets forth the amount of property owned by each landowner and the number of votes to which each is entitled.

8. This City Council hereby approves the form of Election Waivers, attached hereto as Exhibit B. The City Council finds that the rights, procedures and time periods therein waived are solely for the protection of the voters, may be waived under Government Code Section 53326(a), and that the waiver constitutes a full and knowing waiver, by any voter who has executed the form, of those rights, procedures and time periods.

9. The City Council accepts the Certificate of the City Clerk of the City of Rancho Cordova that 100% of the voters eligible to vote in this election have delivered to the City Clerk properly executed waivers in the form of Exhibit B.

10. Accordingly, this City Council hereby calls the special election described herein and sets July 19, 2004 as election day. Pursuant to Government Code Section 53326(d), the election shall be conducted by mailed ballot.

11. The City Clerk is directed to mail or to deliver, or cause to be mailed or delivered, the ballots, substantially in the form of Exhibit A hereto, to the landowners shown on the attachment to the Certificate Re Ownership Within the District. The City Clerk shall fill in or cause to be filled in the names of the landowners and the number of votes to be cast on each ballot, according to the Certificate Re Ownership Within the District, before delivery or mailing.

12. The City Clerk shall accept personal or mail delivery of the ballots at any time up to the end of the public hearing on July 19, 2004. Upon receipt of all eligible ballots, however, the City Clerk shall immediately close the election and declare the results to the City Council.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 2nd day of August, 2004, by the following vote on roll call:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A - Form of Ballot
EXHIBIT B - Form of Election Waivers

EXHIBIT A

SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA

SPECIAL ELECTION BALLOT
(Mailed-Ballot Election)

This ballot is for the use of _____, a landowner owning land within Sunridge Park Area Community Facilities District No. 2004-1, City of Rancho Cordova, Sacramento County, California.

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and the resolutions of the City Council of the City of Rancho Cordova, the above-named landowner is entitled to cast _____ votes on this ballot.

In order to be counted, this ballot must be certified below and be returned, either by mail or in person, before the end of the public hearing on July 19, 2004, to:

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

Mailing by that date will not be sufficient. The ballot must be physically received by the City Clerk prior to the deadline in order to be counted.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED.

BALLOT MEASURE

Shall the City Council of the City of Rancho Cordova be authorized to issue up to $42,000,000 in bonds, levy a special tax, and finance public facilities by and through its Sunridge Park Area Community Facilities District No. 2004-1, all as specified in its Resolution Nos. ____-2004 and ____-2004, and shall the appropriations limit for the District for fiscal year 2004-05 be established at $42,000,000?	Number of votes YES _____ Number of votes NO _____

Certification

The undersigned is the authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2004.

_____
signature

_____
print name

_____
print title

EXHIBIT B

CITY OF RANCHO CORDOVA
Sunridge Park Area Community Facilities District No. 2004-1

ELECTION WAIVERS
for a
Community Facilities District

To the Honorable City Council,
CITY OF RANCHO CORDOVA

Members of the Council:

These are waivers ("Waivers") relating to the above community facilities district and the undersigned states as follows:

1. **Proceedings**. These Waivers apply to proceedings of the City Council of the City of Rancho Cordova (the "City") under the Mello-Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the "Act") to create a community facilities district to be designated "City of Rancho Cordova, Sunridge Park Area Community Facilities District No. 2004-1" (the "CFD"), to levy special taxes in the CFD and to authorize special tax bonds for the CFD in an amount of not to exceed $75,000,000.

2. **Waivers Submitted.** The Waivers herein are submitted by the person (the "Owner") (whether one or more) identified below as or for the owners of the land identified below (the "Property"). The Owner warrants to the City that he or she is legally authorized to submit these Waivers and that the Owner's submission of these Waivers and participation in the City's proceedings under the Act will not constitute a violation or event of default under any existing financial arrangement in any way affecting the Property, including any "due-on-encumbrance" clauses under any existing deeds of trust secured by the Property.

3. **Elections**. The Owner asks that the special elections to be held under the Act to authorize the special taxes and the issuance of the bonds and to establish any appropriations limits for the CFD be conducted by the City and its officials, using mailed or hand-delivered ballots and that such ballots be opened and canvassed and the results certified at the same meeting of the City Council as the hearings on the CFD under the Act or as soon thereafter as possible.

4. **Waivers**. To expedite the completion of the proceedings for the CFD, the undersigned, on behalf of the above-referenced Owner, hereby waives any and all minimum time periods relative to the election pursuant to Government Code Section 53326(a); the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Government Code Section 53327(b); the requirement to publish notice of the election under Government Code Section 53352; the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101 and agrees that the representative of the above-referenced Owner may accept

either mailed service or personal service of the ballots; and the requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5. Further, the undersigned, on behalf of the above-referenced Owner, hereby waives any and all defects in notice or procedure in the conduct of the election, whether known or unknown (except the right to vote and to have the ballots fairly counted), and states that the election is being expedited, pursuant to this waiver and consent, at the particular instance and request of the above-referenced Owner.

The Property is Sacramento County Assessor Parcel No(s):

_____

_____

_____

_____

_____

and the Property contains a total of _____ acres of land.

The Owner (of record) is:

By: _____

The address of the above Owner for receiving notices and ballots is:

_____

_____

_____

CITY COUNCIL OF THE CITY OF RANCHO CORDOVA

RESOLUTION NO. 120-2004

RESOLUTION DECLARING ELECTION RESULTS OF SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1

The City Council of the City of Rancho Cordova (the "City") resolves:

1. Reference is made to the City Council's Resolution No. _____ ("Resolution Calling a Special Election within Sunridge Park Area Community Facilities District No. 2004-1").

2. The City Council has received, renewed and hereby accepts the City Clerk's Certificate Re: Election Results dated July 19, 2004.

3. The City Council hereby finds and declares that the ballot measure submitted to the voters of the land within the District pursuant to our Resolution No. _____ has been passed and approved by at least two-thirds of the voters within Sunridge Park Area Community Facilities District No. 2004-1 in accordance with Government Code Section 53328(a) and 53355 of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act").

3. Pursuant to the voter approval, the District is hereby declared to be fully formed with the authority to levy the special taxes, to incur the approved bonded indebtedness and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act It is hereby found that all prior proceedings and actions taken by this Council with respect to the District were valid and in conformity with the Act.

4. The City Council declares that the special tax is lawfully authorized, and that the subject property within the District is subject to the special tax, and directs the City Clerk to cause a Notice of Special Tax Lien with respect to the property to be recorded in the office of the County Recorder of the County of Sacramento.

5. The billing of the special tax for fiscal year 2004-05 shall commence without regard to the timing of the issuance of bonds for the District and the circumstance that bonds are not issued as of the date of levy. If the levy and collection of the Special Tax is not able to be made by the County for fiscal year 2004-04 due to timing constraints or for any other reason, the City shall direct bill the property owners for such levy and not post those taxes to the regular, secured property tax roll.

* * * * * *

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 2nd day of August, 2004, by the following vote on roll call:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Mayor

ATTEST:

_____
City Clerk

CITY COUNCIL OF THE CITY OF RANCHO CORDOVA

ORDINANCE NO. 39-2004

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA LEVYING A SPECIAL TAX WITHIN SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1

The City of Rancho Cordova (the "City") ordains:

1. Pursuant to Government Code Sections 53328 and 53340, and in accordance with the Rate and Method of Apportionment of Special Tax (the "Special Tax Formula") as shown in Exhibit C to Resolution No. 117-2004 ("RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX IN SUNRIDGE PARK AREA COMMUNITY FACILITIES DISTRICT NO. 2004-1") ("Resolution of Formation") adopted by this City Council on July 19, 2004), a special tax is hereby levied on an taxable parcels within Sunridge Park Area Community Facilities District No. 2004-1 (the "District") for the 2004-05 tax year and for all subsequent years of the authority to levy this special tax.

2. The City Finance Director is directed, with the aid of the appropriate officers and agents of the City, to implement the provisions of the Special Tax Formula and to prepare each year, without further action of this City Council, the special tax roll for the District and to provide as necessary information to the Sacramento County Auditor in the form, and in the proper time, necessary to effect the proper billing and collection of the special tax on the secured property tax roll of the County, which may include a billing of the special tax for fiscal year 2004-05 without regard to the timing of the issuance of bonds for the District and the circumstance that bonds are not issued as of the date of submission to the County for billing; alternatively, pursuant to the Resolution of Formation, the special tax for fiscal year 2004-05 and subsequent years may, at the option of the City, be billed directly to owners of property in the District by the City Finance Director or other official of the City and need not be collected on the County secured property tax roll.

3. The appropriate officers and agents of the City and of the County of Sacramento are authorized to make adjustments to the special tax roll prior to the final posting of the special taxes to the County tax roll each year, as may be necessary to achieve a correct match of the special tax levy with the assessor's parcel numbers finally utilized by the County in sending out property tax bills.

4. The City agrees that the County of Sacramento may deduct its reasonable and agreed charges for collecting the special tax from the amounts collected, prior to remitting the balance of the special tax collections to the City.

5. Taxpayers who have requested changes or corrections of the special tax pursuant to Section 8 of the Rate and Method of Apportionment of the Special Tax and who are not satisfied with the decision of the City Finance Director (whether the City Finance Director simply disagrees with the taxpayer or feels the city staff is not authorized to consider the change requested), may appeal to the City Council. The appeal must be in writing and fully explain the grounds of appeal. Appeals must be based on the correction of mistakes in the levy

based upon the status of the property. The office of the City Finance Director shall schedule the appeal for consideration within a reasonable time at a City Council meeting.

6. If for any cause any portion of this ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the balance of this ordinance, and the application of the special tax to the remaining parcels, shall not be affected.

7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

8. This ordinance shall go into effect on the earliest day allowable by law.

* * * * *

THE FOREGOING ORDINANCE was adopted this 19th day of July, 2004 by the following vote:

AYES: Councilmembers

NOES: Councilmembers

ABSTAIN: Councilmembers

ABSENT: Councilmembers

_____
Mayor

Attest:

_____
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 37-2004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REGULATING SHOPPING CARTS BY ADDING CHAPTER 16.18, ARTICLE XV, "SHOPPING CARTS," TO THE RANCHO CORDOVA MUNICIPAL CODE

RECITALS

WHEREAS, the City Council finds that the abandonment of shopping carts within the City is a source of visual blight, reduces the aesthetic appearance of the City and constitutes a nuisance; and

WHEREAS, the City Council finds that the abandonment of shopping carts on both private and public property, including streets and other rights of way, can lead to the impediment of traffic, including emergency services, and constitutes a threat to the public health, safety and welfare; and

WHEREAS, the City Council finds that local businesses often fail to take reasonable and appropriate steps to either prevent the removal of the carts or retrieve the carts in a timely manner; and

WHEREAS, the City Council finds that requiring local businesses to be more responsible in preventing shopping cart abandonment is necessary in order to reduce the sources of visual blight in the City and to protect the public health, safety and welfare; and

WHEREAS, California Business and Professions Code Section 22435.8 grants a local jurisdiction the authority to adopt an ordinance regulating and/or prohibiting the removal of shopping carts from the premises or parking areas of retail establishments except to the extent any provision of such ordinance expressly conflicts with any provision of state law.

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

SECTION 1. Chapter 16.18, Article XV, "Shopping Carts," is hereby added to the Rancho Cordova Municipal Code to read as follows:

"CHAPTER 16.18
ARTICLE XV

SHOPPING CARTS

16.18.1500 Definitions.
16.18.1501 Cart identification required.
16.18.1502 Abandonment prohibited.

AGENDA ITEM # 16

16.18.1503 Removal prohibited.
16.18.1504 Posted notice.
16.18.1505 Abandoned cart prevention plan.
16.18.1506 Abandoned cart prevention plan approval.
16.18.1507 Abandoned carts.
16.18.1508 Violation.

16.18.1500 Definitions.

A. "Abandoned cart" means any cart that has been removed from the owner's premises without written consent of the owner and is located on either public or private property.

B. "Abandoned cart prevention plan" or "plan" means a plan that meets the requirements of Section 16.18.1505 and has been approved by the City in accordance with Section 16.18.1506.

C. "Cart" means a basket that is mounted on wheels or a similar device that is provided by an owner to a customer for the purpose of transporting goods of any kind.

D. "Code Enforcement Director" means the individual in charge of code enforcement activities for the City or his/her designee.

E. "Owner" means a person or entity who, in connection with the conduct of a business, makes carts available to the public.

F. "Premises" means the entire area owned, occupied or utilized by an owner, including any parking lot or other property provided by or on behalf of an owner for customer parking or use.

16.18.1501 Cart identification required.

Every cart provided by any owner must have a sign permanently affixed to the cart that contains all of the following information:

A. The identity of the owner of the cart;

B. The address and phone number of the owner or retailer for cart return;

C. A statement that the removal of the cart from the premises is a violation of state law and Chapter 16.18, Article XV of this Code; and

D. The procedure for authorized removal of the cart from the premises.

16.18.1502 Abandonment prohibited.

It is unlawful for any person to cause or permit any cart to be abandoned on or upon any sidewalk, street or other public area, or any private property, other than the premises of the owner of such cart.

16.18.1503 Removal prohibited.

It is unlawful for any person, either temporarily or permanently, to remove a cart from the premises of the owner of such cart, or to be in possession of a cart that has been removed from the premises of the owner of such cart, which is properly marked in conformity with this chapter, without the written consent of the owner. This section shall not apply to carts removed from the premises, with the consent of the owner, for the purposes of repair, maintenance or disposal.

16.18.1504 Posted notice.

There shall be posted by the owner, prominently and conspicuously, at all public entrances and exits to the business, a notice in substantially the following form: REMOVAL OF SHOPPING CARTS (or Laundry Carts, or other types of carts, if applicable) IS PROHIBITED BY LAW AND SHALL SUBJECT THE VIOLATOR TO A MINIMUM FINE OF $ 100.00.

16.18.1505 Abandoned cart prevention plan.

Every owner who allows or intends to allow the use of carts outside a building or enclosed area of a business shall develop, implement and comply with an abandoned cart prevention plan.

A. The plan must include, at a minimum, the following information:

1. The name of the business, address and phone number of the premises where the business is conducted, and the address and phone number of the cart owner, if different;

2. A procedure for providing notification to customers that removal of carts from the premises is prohibited and a violation of state and local law in addition to the notice required under Sections 16.18.1501 and 16.18.1504. This notice may be provided in the form of flyers, warnings on shopping bags, or any form of written notification that will effectively notify customers of the prohibition;

3. A description of the physical measures that will be implemented to prevent the removal of carts from the premises. Physical measures may include, but are not limited to: devices on carts that prevent their removal from the premises; posting of a designated employee or security guard to deter and stop customers from removing carts from the premises, prohibiting carts outside the building of the business unless accompanied by an employee; and

4. A procedure for the retrieval of abandoned carts by its employees, or proof that the owner has entered into a contract for cart retrieval services that has been approved by the Code Enforcement Director.

B. Two or more businesses may collaborate and submit a single plan.

16.18.1506 Abandoned cart prevention plan approval.

A. Each owner shall submit a proposed abandoned cart prevention plan to the Code Enforcement Director within sixty (60) days of the effective date of this chapter, and by July 1st of each year thereafter. Proposed businesses shall have an approved abandoned cart prevention plan prior to commencing business. After initial submission and approval of an abandoned cart prevention plan, an owner submitting the same plan to comply with the requirement of submitting a plan by July 1 of each subsequent year, may do so by submitting a letter of intent stating that the owner is submitting the plan currently in operation.

B. The Code Enforcement Director shall approve or reject the proposed abandoned cart prevention plan within thirty (30) days of the plan's submission. The Code Enforcement Director may deny a plan based upon any of the following grounds:

1. Implementation of the plan violates any provision of the building, zoning, health, safety, fire, police or other provision of this code or any county, state or federal law which substantially affects public health, welfare, or safety;

2. The plan fails to include all of the information required by this chapter;

3. The plan is insufficient or inadequate to prevent removal of carts from the premises;

4. The plan fails to address any special or unique conditions due to the geographical location of the premises as they relate to cart retention and prevention efforts;

5. Implementation of the plan violates a term or condition of a plan or other requirement of this chapter; and/or

6. The owner knowingly makes a false statement of fact or omits a fact required to be revealed in an application for the plan, or in any amendment or report or other information required to be made.

C. If the plan is rejected as incomplete or inadequate, the Code Enforcement Director shall indicate areas that are incomplete or inadequate, and the owner shall have an additional thirty (30) days within which to resubmit a complete and adequate plan. The Code Enforcement Director shall approve or reject the resubmitted plan within thirty (30) days of the date of resubmission of the plan.

D. Once approved, the measures included in the plan shall be implemented no later than thirty (30) days of the plan's approval. If an owner is proposing new measures, the measures from the approved plan in the previous year shall be continued until the new measures are implemented.

E. Any owner that fails to submit a plan, implement the plan measures, or implement any required modifications to the plan within the time frames specified in this chapter shall be required to keep all carts inside the building or enclosed areas of the

business.

F. Any owner who is required to, but fails to keep all carts inside the building or enclosed area of the premises in violation of subsection E, above, shall be subject to an administrative civil penalty in accordance with Section 16.18.205 of the Rancho Cordova Municipal Code.

G. The Code Enforcement Director's decision to deny a plan may be appealed to the City Manager, or the City Manager's designee. A written notice of appeal must be submitted to the Code Enforcement Director within ten (10) days of the denial of the plan and accompanied by a copy of the plan. The City Manager or designee shall review the plan under the grounds for denial set forth in subsection B of this section and provide a decision approving or denying the plan within thirty (30) days of receipt of the notice of appeal.

H. Even though approved, a plan may be reevaluated at any time by the Code Enforcement Director if operation of the plan demonstrates the plan's insufficiency or inadequacy in preventing removal of carts from the premises.

16.18.1507 Abandoned carts.

A. Notification for Retrieval of Abandoned Carts.

1. The City shall notify the owner of any abandoned carts located within the City.

2. The notice shall contain:

a. The street address or other description of the location of the abandoned carts; and

b. The date and approximate time that the abandoned carts were found.

3. The notice may be served by personal service on the owner, manager or other designated responsible parties of the business or by fax transmission.

4. The City may include multiple locations of abandoned carts on one notice.

5. The owner shall have three days from the date the notification is given to retrieve the carts from the specified locations.

B. Administrative Costs and Fines.

1. Any owner that fails to retrieve any abandoned cart after receiving the notice by the City, shall pay the City's administrative costs for providing notice to the owner and for retrieving and storing the cart.

2. Any owner that fails to retrieve an abandoned cart within three days in

accordance with this article in excess of three times during a specified six-month period, shall be subject to a fifty dollar ($50.00) fine for each occurrence. An occurrence includes all carts owned by the owner that are impounded by the City in a one-day period. This fine shall be in addition to any other fees or costs that are due.

C. Alternative Provisions Regarding Retrieval of Abandoned Carts. Notwithstanding subsection A, above, the City may impound an abandoned cart so long as the owner is given notice within twenty-four (24) hours following the impound and the notice informs the owner as to the location where the cart may be claimed. Any cart reclaimed by the owner within three business days following the date of notice shall be released to the owner without charge. Any cart not reclaimed by the owner within three business days following actual notice shall be subject to the fees and penalties set forth in subsection B, above.

D. Disposition of Carts After Thirty Days. Any cart not reclaimed from the City within thirty (30) days after notification to the owner shall be sold or otherwise disposed of by the City.

16.18.1508 Violation.

Any person violating any provision of this chapter shall be guilty of an infraction in accordance with 16.18.205 of the Rancho Cordova Municipal Code.

SECTION 2: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 3: Effective Date and Publication

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

* * * * *

PASSED AND ADOPTED this 19th day of July, 2004, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

LINDA BUDGE, MAYOR

ATTEST:

_____

LILLIAN HARE, CITY CLERK

#16

Memorandum

Date: July 19, 2004

To: City Council

CC: City Manager, City Attorney

From: Yvonne DeHaan

Subject: Cart Ordinance Follow-Up

Per the direction of the City Council at the July 6th council meeting, the "bollards and chains" provision set forth in Section 16.18.1505 has been removed.

Staff has also worked to address the following issues that were raised by the Council at the July 6th meeting:

1. Contacting the Chamber of Commerce in an effort to work with businesses to prevent cart removal, and considering alternative carts that can be taken on buses.

The chamber has contacted us with information on a consultant experienced in these matters who is willing to meet with us and the store owners to work out the details of plans for both preventing carts from being taken and the smooth retrieval of carts that are. This will also include the discussion of alternative carts being offered by the businesses.

2. Getting carts off the street as soon as possible, and considering whether or not a plan is necessary part of that process.

Wording can be inserted into the plan stating that one required element of any plan is to either hire a cart recovery service or provide their own staff to conduct cart retrieval with diligent scheduling of such activities clearly stated in the plan. Neither choice would relieve the store of its responsibility to retrieve carts already impounded by the city with the 72 hour time frame.

If the city provides staff to pick up these carts as soon as they are seen, and the store recovers them in 72 hours, we cannot charge them, thereby putting us in the position of providing them a free retrieval service.

3. What ordinances apply to carts not properly marked as listed in California Business and Professions Code sections 22435 - 22435.8.

State law does not explicitly make it illegal to remove carts that are not properly marked. Similarly, the laws applying to the recovery of those carts also do not apply. In the absence of any state law to the contrary, the City is not specifically subject to the state's rules regarding the impounding of carts that are not property marked or providing notice to the store of origin. (NOTE: To date, only one cart out of many hundreds has been seen without the required markings and it was already in a condition that would have caused it to be junked anyway)

Memorandum

DATE: July 19, 2004

TO: Honorable City Council
Ted Gaebler, City Manager

FROM: Gene Albaugh, Special Projects Manager
Curt Haven, Director of Economic Development
Bill Thomas, Chief Finance Officer

SUBJECT: Execution of Collection Services Contract with BFI Waste Systems of North America, Inc.

ATTACHMENTS: 1) Collection Services Contract between the City of Rancho Cordova and BFI Waste Systems of North America, Inc.

2) A Resolution of the City of Rancho Cordova Approving the Execution of the Collection Services Contract for the Provision of Residential Solid Waste Services with BFI Waste Systems of North America, Inc.

3) Comparison of Monthly Residential Solid Waste Rates in the Region (Bar Chart)

3) Comparison of Current and Proposed Residential Solid Waste Programs and Services

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Staff Recommendation

Staff recommends that the Council adopt Resolution No. 121-2004 (attached), which approves the execution of the Collection Services Contract ("Contract") between the City of Rancho Cordova ("City") and BFI Waste Systems of North America, Inc. ("BFI") for the provision of residential solid waste services.

Summary and Background

On October 6, 2003, the Rancho Cordova City Council ("Council") approved the staff recommendation to proceed with the administration of a competitive procurement process for residential solid waste services. The Council also approved a Professional Services Contract with

AGENDA ITEM # 17

R3 Consulting Group ("R3") to provide technical assistance on the procurement process. The procurement process was administered concurrently with the City of Citrus Heights.

On March 18, 2004, the Concurrent Request for Proposals for Solid Waste Services was released, and proposals were due on May 6, 2004. The City received two proposals, including one from BFI and one from the County of Sacramento Department of Waste Management and Recycling ("County"). The City of Citrus Heights received one proposal from BFI.

After carefully reviewing both proposals, the evaluation committee concluded that the proposal from BFI offers the best combination of service, price and benefits for the Cities of Rancho Cordova and Citrus Heights. The City of Citrus Heights is currently preparing to execute a Contract with BFI for residential solid waste services.

Fiscal Impact

This project will have the following fiscal impacts during the 2004-05 Fiscal Year:

First, in accordance with the RFP document, BFI is required to remit approximately $250,000 to the City within thirty (30) days of execution of the Contract. These funds will reimburse the City for all costs incurred during the procurement process and transition to the new hauler, including consulting and legal fees, staff time, transition assistance, preparation of AB 939 compliance documents, etc.

Second, the proposed Contract requires BFI to remit ten percent (10%) of gross revenues to the City as a franchise fee. Under the proposed rate structure, in the first Contract Year the City would receive franchise fees in the amount of approximately $271,800 per year, or $22,650 per month.

Summary of Current and Proposed Rates

The monthly rates are dependent upon the size of the garbage container (32, 64 or 96-gallon), and include the entire package of proposed programs and services, including: collection of garbage, recyclables and green waste; material transfer, processing and disposal; on-call bulky waste program; City services; etc. The following table shows the current and proposed monthly rates in Rancho Cordova:

Stockton

Comparison of Current and Proposed Monthly Rates for Residential Solid Waste Services Submitted by BFI and Sacramento County			
Cart Size (Garbage)	Proposed BFI rates in Rancho Cordova	Current Rancho Cordova rates charged by Sacramento County	Proposed Sacramento County rates in Rancho Cordova
32-gallon	$ 15.29	$ 16.55	$ 25.58
64-gallon	$ 18.27	$ 19.55	$ 27.58
96-gallon	$ 24.26	$ 25.50	$ 32.58

based on size

per cart

$25.58

Attachment 3 includes a comparison of monthly residential solid waste rates for the default level of service for the cities and counties in the Sacramento region.

50% increase

Street Sweeping Fee

The City has executed a separate Agreement with Well's Street Sweeping Service, Inc. for the provision of street sweeping in the amount of approximately $150,000 per year, or $.90 per household per month. The proposed Contract requires BFI to include the street sweeping fee on the garbage bill sent to Rancho Cordova residents, and to remit the funds to the City for payment to the street sweeping Contractor.

Residential Rate Summary

The following table shows the breakdown of the proposed Rancho Cordova rates to be effective on February 1, 2005:

Monthly Rancho Cordova Residential Rate Summary for the First Contract Year					
Cart Size (Garbage)	BFI Compensation	City Franchise Fee	Residential Solid Waste Rate	Street Sweeping Fee	Total Residential Solid Waste and Street Sweeping Rate
	(a)	*(b)*	*(c) = (a) + (b)*	*(d)*	*(e) = (c) + (d)*
32-gallon	$ 13.76	$ 1.53	$ 15.29	$ 0.90	$ 16.19
64-gallon	$ 16.44	$ 1.83	$ 18.27	$ 0.90	$ 19.17
96-gallon	$ 21.83	$ 2.43	$ 24.26	$ 0.90	$ 25.16

Summary of Collection Services Contract

- Term: The Contract provides an initial term of seven (7) years and eleven (11) months, commencing on February 1, 2005 and terminating on December 31, 2012. If the City Manager determines that BFI has met certain performance and diversion goals, the City may offer a three (3) extension.

- Minimum Diversion Rate: BFI will be required to divert from landfill disposal a minimum of forty percent (40%) of all residential solid waste collected under the scope of the Collection Services Contract.

- Franchise Fee: BFI will be required to remit ten percent (10%) of gross revenues to the City as a franchise fee. The monthly street sweeping fee will not be included in the calculation of the monthly franchise fee.

- Annual Adjustments to BFI Compensation: The compensation paid to BFI for the provision of solid waste collection services will be adjusted annually using a multi-indexed methodology that uses annual changes (increases or decreases) in five nationally published commodity and price indices. This adjustment methodology is referred to as the Refuse Rate Index ("RRI").

- Annual Adjustments to Residential Customer Rates: Staff recommends that residential customer rates be adjusted annually, consistent with annual adjustments to the compensation paid to BFI, to maintain a constant level of franchise fees.

- Performance Incentives: The compensation paid to BFI will be further adjusted annually based upon performance in diverting solid waste collected in Rancho Cordova from landfill disposal through recycling or composting programs. For example, if BFI meets the minimum diversion requirement of 40% in the year prior to the rate adjustment, it would receive 100% of the calculated annual RRI adjustment. However, if BFI diverts significantly more or less than 40% from landfill disposal, the annual BFI compensation will be adjusted accordingly. The following table shows the proportion of the calculated annual RRI adjustment that BFI will receive for achieving various diversion levels:

Diversion Rate Between	Proportion of Annual RRI Adjustment
0 - 25%	50%
25.01 – 33%	70%
33.01 – 39.99%	85%
40.00 – 50%	100%
50.01 – 60%	103%
60.01 – 70%	110%
Over 70%	115%

- Performance Bond: The Contractor will be required to submit a Performance Bond (renewed annually) in the amount of Five Hundred Thousand Dollars ($500,000).

- Administrative Charges: In an effort to ensure a high level of service, the Collection Services Contract provides liquidated damages ranging from $100 to $25,000 for non-compliance with specific contractual requirements.

Summary of Proposed Collection Programs and Services

- Frequency of Collection: Garbage carts will continue to be collected weekly, and green waste and commingled recycling carts will continue to be collected every other week, on an alternating basis.

- Additional Green Waste Service: In order to accommodate households that generate significant quantities of green waste, BFI proposes to provide one (1) additional green waste cart to residents at no additional charge. should be green or recycle

- On-Call Bulky Waste Program: Under the current Neighborhood Cleanup Program, Rancho Cordova residents receive one (1) bulky waste collection per year, with a volume limit of five (5) cubic yards. BFI proposes to provide three "on-call" collections per year, with a volume limit of ten (10) cubic yards per event. Under the proposed program, BFI will be required to provide service within forty-eight (48) hours of a customer request for service.

- E-waste Collection Program: Under the current program, Sacramento County prohibits electronic waste such computers and monitors ("E-Waste") in the NCU Program, and Rancho Cordova residents currently may deliver these items to the County's North Area

Transfer Station or Kiefer Landfill for a fee of $20 per unit. BFI proposes to collect E-Waste in the On-Call Bulky Waste Program at no additional charge.

- Curbside Christmas Tree Collection: Under the current program, residents may either cut Christmas trees and place in the green waste cart for collection, or deliver to a drop-off location. BFI proposes to provide curbside collection of whole trees on the regular collection day during the three week period starting December 26 of each Contract Year.

- City Services: Under the current program, the City uses outside vendors to provide solid waste collection and recycling services for City facilities (City Hall, etc.). BFI proposes to provide solid waste collection and recycling services to City facilities at no additional charge.

- Special Clean Up Service: This service is not currently provided. BFI proposes to provide (up to) 480 cubic yards per year of roll-off container service to the City for special clean up events at no additional charge.

- City Sponsored Events: This service is not currently provided. BFI proposes to provide solid waste collection, recycling and portable toilet services for up to six (6) City sponsored events per year, including parades, festivals, etc., at no additional charge.

- New Carts: City households currently use garbage, recycling and green waste carts of varying ages and styles as provided by the County. BFI proposes to provide all City households with new garbage, recycling and green waste carts. The carts will display a City logo and a label for garbage, green waste or recycling. The City will retain ownership of the carts upon termination of the contract.

- Alternative Fuel Vehicles: BFI proposes to use Alternative Fuel Vehicles for all Collection services provided under the new Contract.

- Shopping Cart Program Funding: This service is not currently provided. BFI proposes to remit an annual amount of $4,000 to the City to fund the shopping cart program. The first payment is due from BFI to the City no later than February 5, 2006.

- Billing and Customer Service: Under the current program, the County provides Billing and Customer Service for residential accounts. BFI proposes to provide Billing and Customer Service for residential accounts.

Attachment 4 includes a summary Table comparing the existing and proposed services and programs.

Attachment 1

Collection Service Contract Between the City of Rancho Cordova

and BFI Waste Systems of North America, Inc.,

For the Provision of Residential Solid Waste Services

Residential Only

AB939
50% recovery
of all waste
in city.

- in February County will p/u old cans.
- BFI will deliver.
- quarterly billing?
- use billing statement for city announcements.
- land fill in Stockton.
- six companies attended mtgs.
- some outside area - Waste Mgmt withdrew their proposal - Waste Connections won't respond.
- worked w/ c/t - but have separate

Attachment 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 121-2004

A RESOLUTION OF THE CITY OF RANCHO CORDOVA APPROVING THE EXECUTION OF A COLLECTION SERVICES CONTRACT FOR THE PROVISION OF RESIDENTIAL SOLID WASTE SERVICES WITH BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

WHEREAS, the incorporation of the City of Rancho Cordova became effective July 1, 2003; and

WHEREAS, on October 6, 2003, the City Council of the City of Rancho Cordova directed staff to proceed with the administration of a competitive process to procure residential solid waste collection, recycling and disposal services; and

WHEREAS, the primary objective of the City Council of the City of Rancho Cordova is to provide safe, cost effective, and environmentally sound solid waste services for the residents of Rancho Cordova; and

WHEREAS; pursuant to California Public Resources Code Section 40059(a) as may be amended from time to time, the City has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified Contractor to provide for the Collection of Solid Waste, Recyclable Materials, and Green Waste Materials, except for Collection of materials excluded in the City's Municipal Code, and other services related to meeting the Act's 50% Diversion goal and other requirements of the Act; and,

WHEREAS, on March 18, 2004, the City of Rancho Cordova and the City of Citrus Heights released a Concurrent Request for Proposals for Solid Waste Services, and

WHEREAS, on May 6, 2004, the City of Rancho Cordova received two proposals, including one from BFI Waste Systems of North America, Inc., and one from the County of Sacramento Department of Waste Management and Recycling; and

WHEREAS, the City of Rancho Cordova and the City of Citrus Heights convened an evaluation committee to review the proposals; and

WHEREAS, the evaluation committee has reviewed both proposals and concluded that the proposal from BFI Waste Systems of North America, Inc. provides the best combination of service, price and benefits to the City of Rancho Cordova and the City of Citrus Heights; and

WHEREAS, the new Collection Services Contract is scheduled to begin on February 1, 2005; and

WHEREAS, pursuant to the provisions of the City incorporation agreement, the current provider of residential solid waste services, the County of Sacramento Department of Waste Management and Recycling, is required to provide service through July 1, 2004; and

WHEREAS, on June 7, 2004, the City of Rancho Cordova entered into an interim service agreement with the County of Sacramento Department of Waste Management and Recycling for the provision of residential solid waste services for the period after July 1, 2004 through the execution of a new Collection Services Contract; and

NOW, THEREFORE, the City Council of the City of Rancho Cordova resolves to execute the Collection Services Contract with BFI Waste Systems of North America, Inc. for the provision of residential solid waste services.

ADOPTED, this 19th day of July, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

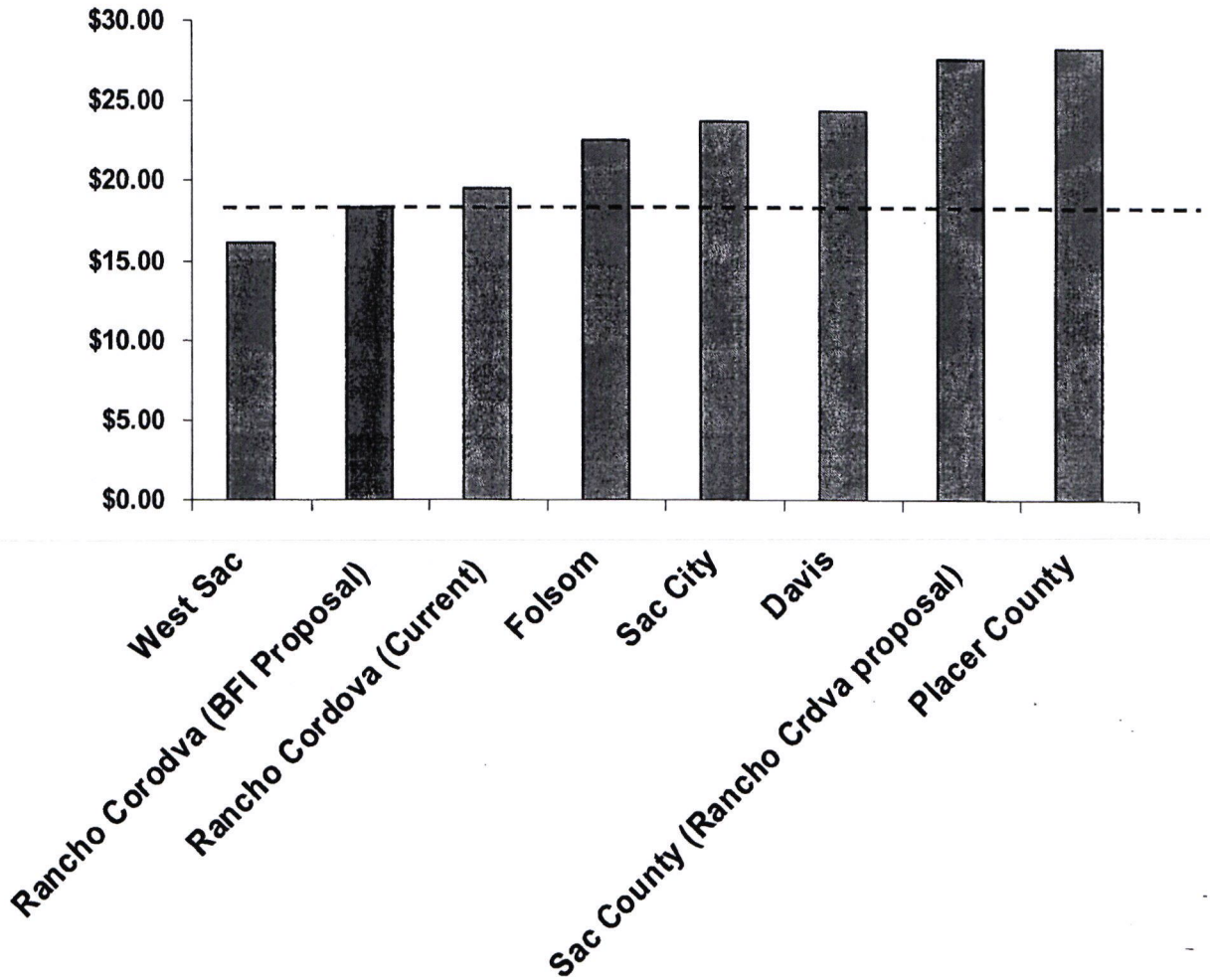
APPROVED:

CITY CLERK

MAYOR

Attachment 3

Comparison of Monthly Residential Solid Waste Rates for "Default" Level of Service



Attachment 4

Comparison of Current and Proposed Residential Solid Waste Programs and Services

City of Rancho Cordova Comparison of Current and Proposed Services		
Service	**Current *(Through Jan 31, '05)***	**Proposed *(Feb 1, '05)***
Garbage	Weekly	Weekly
Recycling	Bi-Weekly	Bi-Weekly
Green Waste	Bi-Weekly	Bi-Weekly
Extra Green Waste Cart at No Charge	Yes	Yes
Bulky Waste	1 scheduled @ 5 cubic yards	3 on-call @ 10 cubic yards
Curbide E-Waste Collection	No (NARS drop-off - $20)	Yes
Curbside Christmas Tree Collection	No (drop-off program)	Yes
City Services (Facilities)	No	Yes
Special Clean Up	No	Yes - 480 yards/year
City Sponsored Events	No	Yes (6 per year)
Franchise Fee	No	10%
Diversion Requirement	No	40%
Clean Air Vehicles	No	Yes
New Carts	N/A (County Owned)	Yes (City Owned)
New Trucks	N/A	Yes
Shopping Cart Program Funding	No	Yes ($4,000/year)
Billing and Customer Service	County	BFI

COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY – Cheryl Creson, Administrator
Department of Waste Management & Recycling

David A. Pelser, Director

9850 Goethe Road
Sacramento, CA 95827-3561
Phone: (916) 875-5555
www.sacgreenteam.com

Richard D. Owings, Operations
Pat Quinn, Planning & External Relations

July 12, 2004

To: Current Resident

From: Richard Owings, Chief

Re: Change in Collection Day for Waste Services

Please be advised that we are changing the collection day for waste services in your neighborhood to **FRIDAY, starting this week on July 16.**

This change in service to **FRIDAYS** will allow us to provide more efficient service in your neighborhood.

Please call us at 916-875-5555, if you have any questions. Thank you for your cooperation and patience during this service change.