



CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO
THE CRA/RCFC

Monday, December 02, 2013

5:30 PM – Regular Meeting

AGENDA

Linda Budge, Mayor

Dan Skoglund, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Donald Terry, Council Member

Regular City Council meeting dates are scheduled on the 1st and 3rd Monday's of each month, unless when Monday is a holiday.
If Monday is a holiday, the meeting will be scheduled for the following Tuesday. Dates are subject to change.

City Council Regular Mtg

CANCELLED MTG

City Council Special Mtg

CANCELLED MTG

CITY HALL CLOSED

2013

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CITY HALL CLOSURE DATES

Tue, Jan 1 - New Year's Day
Mon, Jan 21 - Martin Luther King Jr. Day
Mon, Feb 18 - President's Day
Mon, May 27 - Memorial Day
Thu, Jul 4 - Independence Day
Mon, Sep 2 - Labor Day
Mon, Nov 11 - Veterans Day
Fri, Nov 28 - Thanksgiving Day
Thu, Nov 28 - Day After Thanksgiving Day
Tue, Dec 24 - Christmas Eve
Wed, Dec 25 - Christmas Day
Thurs, Dec 26 - Tues, Dec 31 Winter Break

2014 - Proposed

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Tue, Nov 11 - Veteran's Day
Thu, Nov 27 - Thanksgiving Day
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Wed, Dec 24 - Christmas Eve
Thu, Dec 25 - Christmas Day
Fri, Dec 26 - Day After Christmas Day
Tue, Dec 31 - New Year's Eve

2015 - Proposed

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

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

Monday, December 02, 2013

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members McGarvey, Sander, Skoglund, Terry and Mayor Budge.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

XXXX from XXXX will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation Regarding Trim Your Waste Contest Presented by Republic Services Municipal Manager, Johnnie Downs.
- 5.2 Presentation by Sacramento Area Council of Governments (SACOG) on the Efforts to Promote Plug-in Electric Vehicle (PEV) Infrastructure Readiness in the Region.

5.3 VSP Day of Service Recognition and Presentation Given by Lorianne Ulm.

5.4 Public Works and Facilities Annual Report to Council.

6. PUBLIC COMMENT

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

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

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

8.1 **Subject:** Meeting Minutes of November 18, 2013 Special and Regular Meeting.

Recommendation: Adopt Minutes.

8.2 **Subject:** Second Reading of Ordinance No. 41-2013, Approving the SunCreek Specific Plan, with attached exhibits Public Facilities Finance Plan and Phasing Plan; and Ordinance No. 42-2013, Approving Development Agreements for each of the Six Ownerships in the SunCreek Specific Plan.

Recommendation: Waive the second reading and adopt Ordinance Nos. 41-2013 and 42-2013.

Result of Recommended Action: The approval of the SunCreek Specific Plan (SCSP) would ensure the project area will develop in a logical and phased sequence, be environmentally sensitive to natural resources and contribute to the financial sustainability of the City. The SCSP captures the essence of many of the goals and policies of the City's General Plan Elements that promote city building, but not at the expense of the environment. The approved plan would interconnect with the adjoining properties, which in their own time will develop and complement the pedestrian and bike trails, blend into the integrated road system that links open space, residential neighborhood and shopping/employment centers within the developing area of the City.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2,5, 6.

8.3 **Subject:** Resolution Authorizing the City Manager to Execute Contract Change Order No. 1 with RSC General & Engineering, Inc. for Construction of the 2014 ADA Sidewalk Improvement Project.

Recommendation: Adopt Resolution No. 136-2013.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute Contract Change Order No. 1 with RSC General & Engineering, Inc. to increase the current contract amount from \$104,855 to \$132,855 for the construction of the 2014 ADA Sidewalk Improvement Project.

Staff Report: Cyrus Abhar, Public Works Director and Ben Chan, Assistant Civil Engineer.

Advances Goals: 1, 2, and 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

NONE.

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Resolutions of the City Council of the City of Rancho Cordova Consenting to the Inclusion of Land/Properties within the City in Voluntary Pace Programs.

Recommendation: Adoption of Resolution:

1. No. 134-2013 – Consenting to the Inclusion of Land within the Territorial Jurisdiction of the City of Rancho Cordova in the County of Sacramento Community Facilities District 2012-1 (Clean Energy)

2. No. 135-2013 – Consenting to the Inclusion of Properties within the City of Rancho Cordova's Jurisdiction in the California HERO Program and approving an amendment to a certain Joint Powers Agreement related thereto.

Result of Recommended Action: Adoption of these resolutions will allow non-residential property owners in Rancho Cordova to voluntarily participate in PACE financing for the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on their real property.

Staff Report: Donna Silva and Michelle Mingay, Finance Department.

Advances Goals: 6.

- 11.2 **Subject:** 2014 City Council Meeting Schedule.

Recommendation: Staff recommends Council review its meeting schedule for 2014 and provide staff with any conflicts prior to the next meeting. Council will be asked to approve the calendar at the December 16, 2013 meeting.

Result of Recommended Action: Action on this item will approve the 2014 meeting schedule for members of the Rancho Cordova City Council.

Staff Report: Ted A. Gaebler, City Manager's Office and Mindy Cuppy, City Clerk's Office.

Advances Goal: 5.

- 11.3 **Subject:** Selection of 2014 Mayor and Vice Mayor.

Recommendation: That Council select its Mayor and Vice Mayor for 2014.

Result of Recommended Action: Council will appoint its leadership officers, per Resolution No. 5-2004. The ceremonial seating of the new Mayor and Vice Mayor will take place at the next regular Council meeting on December 16, 2013.

Staff Report: Mindy Cuppy, CMC, City Clerk's Department.

Advances Goal: 5.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. ADJOURNMENT

Mayor Budge will adjourn the regular meeting to closed session in the Community Board Room.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members McGarvey, Sander, Skoglund, Terry and Mayor Budge.

16. CLOSED SESSION

Council may adjourn to Closed Session to discuss the following item(s):

PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

Pursuant to Government Code Section 54957

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

Property: Zinfandel Drive at the Southern City Boundary, APN: 072-2860-004.

Agency negotiators: Ted Gaebler, Joe Chinn, Donna Silva, Cyrus Abhar, Adam Lindgren, and John Samuelson.

Negotiating parties: Stonecreek Industrial LLC

Under negotiation: Price and terms of payment.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

Property: Data and Disk Drives, APN: 072-0680-072.

Agency negotiators: Ted Gaebler, Joe Chinn, Donna Silva, Cyrus Abhar, and Adam Lindgren.

Negotiating parties: Beazer Homes Holding.

Under negotiation: Price and terms of payment.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

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

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

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
<i>Tuesday, December 10, 2013</i>	<i>City Council Special Meeting (5:30 PM) CANCELLED</i>
<i>Monday, December 16, 2013</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Monday, January 6, 2014</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, January 14, 2014</i>	<i>City Council Special Meeting (5:30 PM)</i>
<i>Tuesday, January 21, 2014</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Monday, February 3, 2014</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, February 11, 2014</i>	<i>City Council Special Meeting (5:30 PM)</i>

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

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

The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

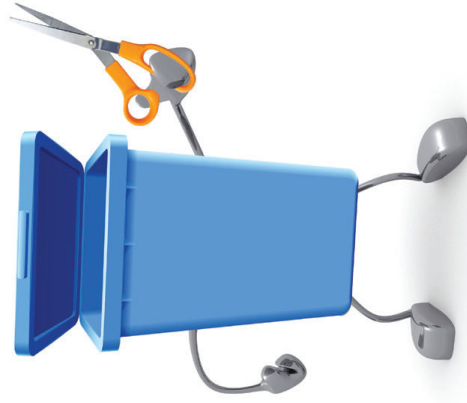
I, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, December 02, 2013 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Tuesday, November 26, 2013 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed Tuesday, November 26, 2013 at Rancho Cordova, California.


Mindy Cuppy, CMC, City Clerk

Trim Your Waste

Recycling Contest



The City of Rancho Cordova
Partners with
Republic Services
To promote recycling efforts





PEV 101

- Types of Cars:
 - Full Battery Electric Vehicle (BEV) ~ **70-100 miles range**
 - Plug-in Hybrid Electric Vehicle (PHEV)
 - Extended Range Electric Vehicle (EREV) ~ **30 miles on electric, >100 miles overall**
- Types of Chargers
 - Level 1 – 110 volt outlet (wall socket) = 10-12 hours or 5 miles per hour of charge
 - Level 2 – 240 volt outlet (dryer outlet) = 4-6 hours or 26 miles per hour of charge
 - DC Fast Charge – 480+ volt = 80% charge in 15-30 minutes or 40 miles per 10 minutes of charge

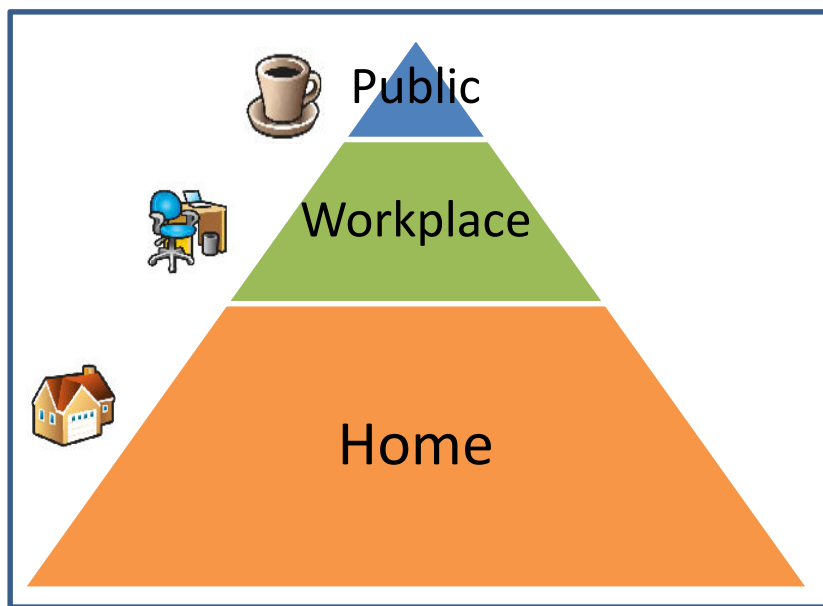
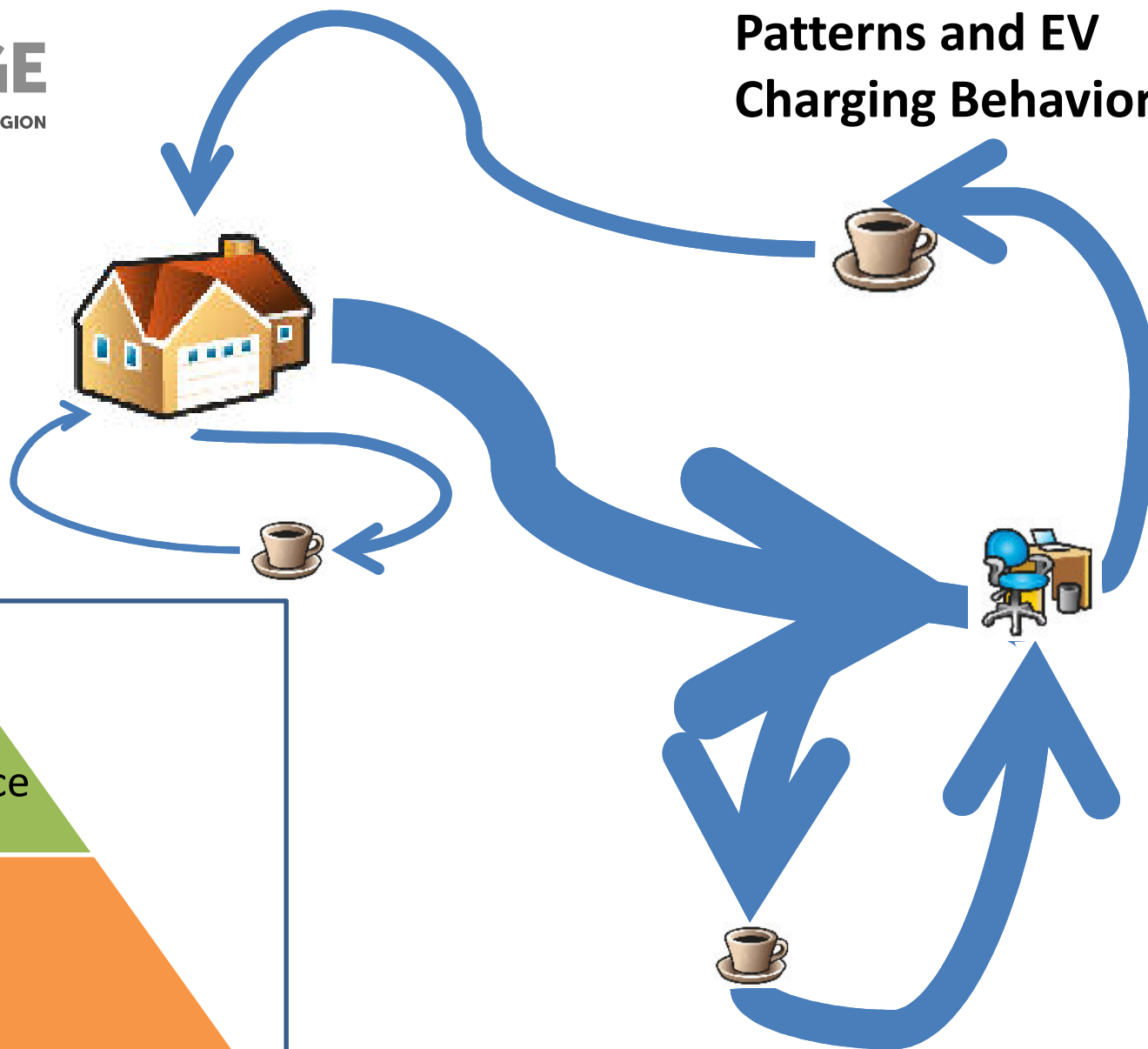


Total Plug-In Electric Vehicles by 2025

Statewide target	1.2 M
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SACOG regional share	74,633
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Current Driving Patterns and EV Charging Behavior





Regional Charging Demand

<u>Jurisdiction</u>	Residential EVSE				Workplace EVSE				Public EVSE			
	<u>TOTAL</u>	<u>L1</u>	<u>L2</u>	<u>DC</u>	<u>TOTAL</u>	<u>L1</u>	<u>L2</u>	<u>DC</u>	<u>TOTAL</u>	<u>L1</u>	<u>L2</u>	<u>DC</u>
Region	56,049	52,243	3,732	75	3,178	2,612	560	6	238	41	124	73

- Rancho Cordova:
 - Moderate/Medium demand for residential charging,
 - Some demand for L1 workplace charging,
 - Some amount for public charging, L2 and DC.



EV Readiness Elements

RESIDENTIAL

- Streamline the EV Charger permit process for residential, commercial, and public land uses.
 - EVSE Install Submission Checklist in TakeCharge I Report
 - Standardized load calculation worksheet.
- EVSE building codes
 - Require new development to provide electric “stubs” for EV charging equipment.



EV Readiness Elements

PUBLIC

- EVSE zoning
 - Allow EV charging in all uses.
- Parking
 - Create EV parking zones
 - Work with partner agencies on providing charging (for example, work with local transit providers on interoperability between transit and EV charging)



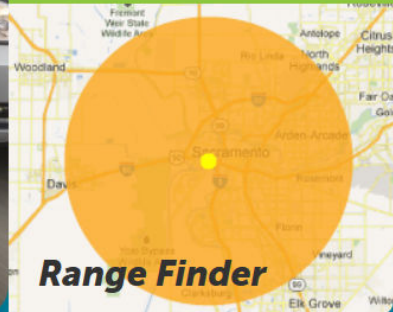
ELECTRIC VEHICLES IN THE SACRAMENTO REGION

[HOME](#)
[PEV 101](#)
[INTERESTED IN A PEV?](#)
[LEARN MORE](#)
[GET CHARGED](#)
[ABOUT](#)






Savings Calculator



Range Finder

ELECTRIC VEHICLES IN THE SACRAMENTO REGION



News & Events



**Driving a PEV
in Sacramento**



Buyer's Checklist

EV Readiness Resources





**LOCAL GOVERNMENT RESOLUTION
FOR PREPAREDNESS OF PLUG-IN ELECTRIC VEHICLE (PEV)
INFRASTRUCTURE**

AT A MEETING OF THE CITY COUNCIL/BOARD OF SUPERVISORS OF _____
CITY/COUNTY, CALIFORNIA, HELD AT _____, ON _____, 201__.

**RESOLUTION - ADOPTING THE PREPAREDNESS FOR PLUG-IN ELECTRIC VEHICLE
INFRASTRUCTURE**

WHEREAS, the City Council/Board of Supervisors of the CITY/COUNTY OF _____
does hereby find as follows:

WHEREAS, the quality of life in the Sacramento region is a valued asset that all residents
share and wish to protect;

WHEREAS, the residents in the region are searching for alternative means of transportation
that will have lesser impacts on air quality and fossil fuel consumption than internal combustion
engine vehicles;

WHEREAS, PEVs are increasingly becoming more commonplace and a viable alternative
means of transportation; and

WHEREAS, the City/County of _____ recommend adoption of a set of standards
that the may be used as goals in striving to be "PEV ready". These standards include:

- Updated zoning and parking policies inclusive of PEVs,
- Updated local building codes to make easier the installation of charging infrastructure,
- A streamlined permit and inspection process for charging infrastructure installations,
- Training and education for local officials,
- Education and outreach to local residents and businesses,
- Support utilities in minimizing electrical grid impacts,
- Find solutions for charging at multi-family properties,
- Incorporate PEVs into local fleets,
- Create local incentives to encourage PEV sales and use,
- Encourage linkage with renewable energy.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the City Council/Board of
Supervisors of _____, that the city/county of _____ has adopted
a set of standards by which the city/county will strive to become "PEV ready".

Dated: _____ City Council/Board of Supervisors, City/County of _____
_____, CA

Attest
Clerk

VSP Day of Service

Rancho Cordova



vsp.....
Optics
GROUP



vs



VSP Proprietary & Confidential



VSP Proprietary & Confidential



VSP Proprietary & Confidential





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

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

Monday, November 18, 2013

**2:00 – Special Meeting
Community Board Room**

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

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called the closed session to order in the Community Board Room at 2:12 PM.

Council Members Present: McGarvey, Skoglund, Budge, Sander, Terry

Council Members Absent: None

2. CLOSED SESSION

- 2.1 PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager
Pursuant to Government Code Section 54957

Staff Members Present: Gaebler, Lindgren, Cuppy, Peterson

ACTION: Discussion Item only, no action taken.

2.2 CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case)

Staff Members Present: Gaebler, Lindgren, Cuppy, Abhar, Junker, Chinn

ACTION: Discussion Item only, no action taken.

3. ADJOURNMENT

Mayor Budge adjourned the meeting at 5:18 PM.

4. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:32 PM.

Council Members Present: McGarvey, Budge, Sander, Terry

Council Members Absent: Skoglund

Staff Members Present: Gaebler, Lindgren, Cuppy, Abhar, Junker, Silva, Campbell, Flory, Hadley, Hayes, Holt, Simpson, Thomas, Phelps, Ibrahim, Brown, Peterson, Cuffe, Stover, Goold, Hall, Haven, Williams, George

5. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

6. PLEDGE OF ALLEGIANCE

Chief Michael Goold led the pledge.

7. INVOCATION

Alan Fisher from the Church of Latter Day Saints gave the invocation.

8. OPEN SESSION - REPORT FROM CLOSED SESSION

City Council discussed City Manager recruitment and anticipated litigation. Council provided direction to staff.

9. PRESENTATIONS

9.1 VSP Day of Service Recognition and Presentation was not done.

9.2 Report on the 21st Annual Stand Down Event for the Sacramento Area Presented by Randy and Brian from the Sacramento Stand Down (Veterans Service Group).

9.3 Proclamation in Support of Sikh American Awareness and Appreciation Month

Presented to Onkar S. Bindra.

- 9.4 Introduction of New City Employee: Code Enforcement Officer, Krista Stover by Neighborhood Services Manager, Kerry Simpson.
- 9.5 Introduction of New City Employee: Housing Services Assistant, Peter Ibrahim by Housing Services Administrator, Reed Flory.
- 9.6 10 Year Service Awards Presentation by Ted Gaebler.
- 9.7 Recognition of Council Member David Sander's Birthday on November 25.
- 9.8 Audience was encouraged to move to the lobby for refreshments in Honor of Council Member Sander's Birthday and 10 Year Service Award Recipients.

10. PUBLIC COMMENT

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

11. COUNCIL REPORTS

Council reported on events since the last meeting.

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve by McGarvey second by Terry;
Carried by a 4:0 roll call vote (Skoglund absent).

- 12.1 **Subject:** Meeting Minutes of November 4, 2013 Special and Regular Meeting.
Recommendation: Adopt Minutes.
- 12.2 **Subject:** Quarterly Treasurer's Report.
Recommendation: This report is informational only. It is recommended that the report be received and filed.
Result of Recommended Action: This report is intended to provide the City Council with information concerning the City's investment portfolio. This report will meet requirements as provided by State law.
Staff Report: Patty Lohse and Donna Silva, Finance Department.
Advances Goals: 4.
- 12.3 **Subject:** Second Reading of Ordinance No. 30-2013, Adding Chapter 8.11 to the Municipal Code, to be Entitled "Keeping of Backyard Hens," and Amending Title 23 of the Municipal Code to Provide for Consistent Corresponding Land Use Regulations.
Recommendation: Waive the second reading and adopt Ordinance No. 30-2013.
Result of Recommended Action: The City-sponsored Municipal Code Amendment would add Chapter 8.11 to the Municipal Code to be entitled "Keeping of Backyard Hens," and amend Title 23 of the Municipal Code (Table 23.310-1, Allowed Uses, Residential Districts). The ordinance would permit the keeping of hens within certain single-family residential zones of the City, subject to a registration requirement and regulations for the care and maintenance set forth in the ordinance.

Staff Report: Paul Junker, Planning Director and Kerry Simpson, Neighborhood Services Manager.

Advances Goals: 2, 6.

- 12.4 **Subject:** Resolution Authorizing the Issuance of Special Tax Bonds for and on behalf of the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1, Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of an Official Statement, Approving Sale of Such Bonds and Approving other Related Documents and Actions.

Recommendation: Adopt Resolution No. 121-2013.

Result of Recommended Action: Adoption of this Resolution will allow the execution and delivery of documents for the sale of Series 2013 Bonds for the Sunridge Anatolia Community Facilities District 2003-1.

Staff Report: Michelle Mingay and Donna Silva, Finance Department.

Advances Goals: 5.

- 12.5 **Subject:** AT&T Telecommunications Facility Limited Use Permit; Project No. DD8085 – Located at 12303 Folsom Boulevard.

Recommendation: Adopt Resolution No. 126-2013, approving the Limited Use Permit, subject to the amended plans for a Mono-pine style pole and the Conditions of Approval.

Result of Recommended Action: Approval of the Limited Use Permit with amended conditions of approval would increase the service coverage of the AT&T system in an area that is currently underserved.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 2.

- 12.6 **Subject:** Resolution Authorizing the City Manager to Execute the First Amendment to Current Contract No. 137-2013 with Sacramento for Prosecution Services, Increasing the Annual Payment for Services by \$5,688 and Adding Language to the Facilities and Equipment Provision.

Recommendation: Adopt Resolution No. 132-2013.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute the First Amendment to the Agreement for Prosecution Services between Rancho Cordova and the City of Sacramento, increasing the annual payment for prosecution services by \$5,688 and adding language to the facilities and equipment provision of the Agreement.

Staff Report: Adam Lindgren, City Attorney.

Advances Goals: 1, 2.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve by Terry second by McGarvey;
Carried by a 4:0 roll call vote (Skoglund absent).

- 13.1 **Subject:** Adoption of the 2013-2021 Housing Element Update.

Recommendation: Continue item to Regular Meeting on December 16, 2013.

Result of Recommended Action: Continuing the item will allow staff additional time to respond to public comment and to ensure that all public response is adequately

addressed.

Staff Report: Jessica Hayes, Housing and Neighborhood Development Specialist.

Advances Goals: 1, 2.

- 13.2 **Subject:** Second Reading of Ordinance Nos. Ordinance Nos. 31-2013, 32-2013, 33-2013, 34-2013, 35-2013, 36-2013, 37-2013, 38-2013, 39-2013, and 40-2013 for Local Building Codes.

Recommendation: Waive the second reading and adopt Ordinance Nos. 31-2013, 32-2013, 33-2013, 34-2013, 35-2013, 36-2013, 37-2013, 38-2013, 39-2013, and 40-2013 for Local Building Codes.

Result of Recommended Action: The recommended actions will result in the City's building codes being updated to current industry best practices and to coincide with new codes mandated by the state of California.

Staff Report: Cyrus Abhar, Chief Building Official and Joe Cuffe, Permit Services Supervisor.

Advances Goals: 1, 2.

- 13.3 **Subject:** Scooter's Coffee Conditional Use Permit, Minor Design Review and Adjustment; Project No. DD8329 – Located at 2352 Sunrise Boulevard.

Recommendation: Adopt Resolution No. 133-2013.

Result of Recommended Action: Adoption of this resolution would allow construction of a new 420 square foot drive-through coffee kiosk in the existing Rivergate Plaza Shopping Center parking lot. The infill development will remove roughly 30 spaces from a current oversupply of surface parking, but substantially enhance the shopping center landscape.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2, 6.

14. PUBLIC HEARING ITEMS

- 14.1 **Subject:** SunCreek Specific Plan.

Recommendation: Staff recommends the City Council take the following actions in order:

1. Adopt Resolution No. 127-2013, certifying the EIR/EIS for the SunCreek Specific Plan;
2. Adopt Resolution No. 128-2013, amending the City's General Plan Land Use Element for the SunCreek Specific Plan and the Open Space Element changing the open space requirement from 1.75 acres per 1,000 population to 1.0 acres per 1,000 population;
3. Introduce and waive first reading of Ordinance No. 41-2013, approving the SunCreek Specific Plan, with attached exhibits Public Facilities Finance Plan and Phasing Plan;
4. Introduce and waive first reading of Ordinance No. 42-2013, approving Development Agreements for each of the six ownerships in the SunCreek Specific Plan;
5. Adopt Resolution No. 129-2013, approving individual Affordable Housing Plans for each of the six ownerships in the SunCreek Specific Plan.

Result of Recommended Action: The approval of the SunCreek Specific Plan (SCSP) would ensure the project area will develop in a logical and phased sequence, be environmentally sensitive to natural resources and contribute to the financial sustainability of the City. The SCSP captures the essence of many of the goals and policies of the City's General Plan Elements that promote city building, but not at the expense of the environment. The approved plan would interconnect with the adjoining properties, which in their own time will develop and complement the pedestrian and bike trails, blend into the integrated road system that links open space, residential

neighborhood and shopping/employment centers within the developing area of the City.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2,5, 6.

Bill Shaddock from Lennar Homes, answered Council's questions.

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

- Paul Philley, supports the SunCreek Specific Plan.
- Tim Sowards, in opposition of the SunCreek Specific Plan.
- David Vallerge, in opposition of the SunCreek Specific Plan.
- Don Nathan, in opposition of the SunCreek Specific Plan.
- Ty Moore, in opposition of the SunCreek Specific Plan.
- Michelle Hanks, in opposition of the SunCreek Specific Plan.
- Katie Masingale, expressed concerns regarding funding the SunCreek Specific Plan.

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Mayor Budge closed the public comment period.

ACTION: Motion to approve by Terry second by Sander;
Carried by a 4:0 roll call vote (Skoglund absent).

14.2 **Subject:** City Open Space Guidelines.

Recommendation: Staff recommends the City Council Adopt Resolution No. 130-2013, thereby adopting City Open Space Guidelines.

Result of Recommended Action: Adoption of the City Open Space Guidelines would provide a framework for the designation, design and general operation of open space lands. The Open Space Guidelines are the result of a collaborative process of City staff and members of the development community and would establish an overall system of community gathering places and trail corridors that would add to the livability of new communities within Rancho Cordova.

Staff Report: Paul Junker, Planning Director.

Advances Goals: 1, 2, 6.

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

- Scott Whyte, North State Building Association, supports the item.

Mayor Budge closed the public comment period.

ACTION: Motion to approve by Sander second by Terry;
Carried by a 4:0 roll call vote (Skoglund absent).

14.3 **Subject:** Rivergate Shopping Center New Monument Sign Program; Project No. DD8235 – Located at 2352 Sunrise Boulevard.

Recommendation: Adopt Resolution 118-2013.

Result of Recommended Action: Adoption of this resolution would allow construction of two new multi-tenant monument signs for the Rivergate Shopping Center. The new signs would provide greater exposure to Sunrise Boulevard and Zinfandel Drive for the new major tenants and the minor tenants. If these signs were not located in the special sign corridor they would be permitted by right as to height and size.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 6.

Joe Hupp with Hupp Signs and Lighting, Inc. and Ryan Adair with Ethan Conrad Properties- Applicants answered Council's questions.

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

- Ron Baughan, regarding signage on Folsom Boulevard.

Mayor Budge closed the public comment period.

ACTION: Motion to approve by Sander second by Terry;
Carried by a 4:0 roll call vote (Skoglund absent).

15. REGULAR CALENDAR ITEMS

NONE.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

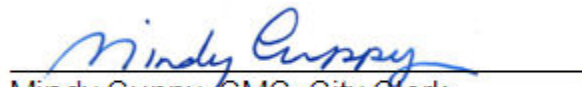
17. CITY MANAGER'S REPORT

Economic Development: Housing Division

Reed Flory and Jessica Hayes gave an update on the Housing Division activities.

18. ADJOURNMENT

Mayor Budge adjourned the meeting at 9:39 PM.


Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 41-2013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING THE SUNCREEK SPECIFIC PLAN, DESIGNATING THE ZONING FOR AREAS WITHIN THE SUNCREEK SPECIFIC PLAN AREA

WHEREAS, the SunCreek Specific Plan Project (“Project” or “Specific Plan”) is a plan for a mixed-use development with a combination of employment-generating uses, retail, and retail supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 1,265-acre site in the City of Rancho Cordova (“City”). The Project includes approximately 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; approximately 12 acres of public/quasi-public uses; elementary schools and a combined middle/high school on approximately 111 acres; approximately 74 acres of parks and greens; approximately 387 acres of wetland preserve, stormwater detention basins and buffers; and major and minor roads with landscaping. In addition, the Project includes various on- and off-site infrastructure improvements; and

WHEREAS, the property within the SunCreek Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline & Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as “Landowners”); and

WHEREAS, the Specific Plan’s purpose is to create a cluster of walkable residential villages and a major civic and recreation core comprised of a community park, schools and major open space. The residential neighborhoods will create a distinctive district for the City and house a work force to enhance the City’s jobs/housing balance; and

WHEREAS, the key objectives of the Project include the following;

- Implement the City’s General Plan, the Sacramento Area Council of Governments Blueprint and Smart Growth Principles;
- Provide mixed density residential housing development;
- Provide a community serving retail and employment center along Grantline Road;
- Develop neighborhoods connected by a significant open space and recreational parkway;
- Provide neighborhood serving retail areas;
- Provide additional housing to balance the high employment concentrations in and around the City;
- Provide a mix of housing types to diversify the City’s housing stock;
- Provide transportation facilities within the project area consistent with the City’s Circulation Plan;
- Provide an appropriate site for a high school and middle school that will serve the Sunrise Douglas Community Plan Area, and three neighborhood elementary schools;

- Provide an appropriate site for a community park that will serve the Sunrise Douglas Community Plan Area;
- Provide a key link in the citywide trail network that connects the Folsom South Canal bike and pedestrian trail to corridors along the Laguna Creek and Cosumnes River tributaries;
- Set aside wetlands within the Community Plan area; and
- Generate positive fiscal impacts for the City through development within the Plan Area.

WHEREAS, the SunCreek Specific Plan complies with the requirements of California Government Code section 65451 and its adoption complies with Government Code section 65453; and

WHEREAS, since the City's incorporation in 2003, the City has held a number of workshops and City Council study sessions with the intent of informing property owners and residents about the Specific Plan and soliciting feedback; and

WHEREAS, pursuant to the General Plan requirement in Policy 2.1 of the Infrastructure, Services and Finance Element, Landowners prepared a Public Facilities Financing Plan/Infrastructure Phasing Plan for the SunCreek Specific Plan; and

WHEREAS, the Public Facilities Financing Plan describes the backbone infrastructure and public facilities necessary to serve the Project's buildout, estimates the costs of the infrastructure, and identifies the proposed funding sources; and

WHEREAS, the Infrastructure Phasing Plan sets a conceptual phasing plan for the major backbone infrastructure needed to serve the plan area; and

WHEREAS, on November 18, 2013, the City Council approved the SunCreek Specific Plan's Infrastructure Phasing Plan by its adoption of Resolution No. 128-2013; and

WHEREAS, in compliance with the requirements of the California Environmental Quality Act, the City prepared an Environmental Impact Statement and an Environmental Impact Report for the SunCreek Specific Plan ("EIR"). On November 18, 2013, the City Council adopted Resolution No. 127-2013 certifying the EIR and adopting environmental findings, a statement of overriding consideration and a mitigation monitoring and reporting program for the SunCreek Specific Plan Project approvals; and

WHEREAS, on November 18, 2013, the City Council held a properly noticed public hearing at which it received a report from City Staff regarding the Project and oral and written testimony from the public, and deliberated on the item.

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

Section 1. Recitals.

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

Section 2: Findings.

A. Consistency with the General Plan. The rezoning by the attached SunCreek Specific Plan is consistent with the General Plan as required by Government Code section 65454. On the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova's General Plan and General Plan EIR; and (c) the SunCreek Specific Plan EIR, the City Council finds and determines that the SunCreek Specific Plan is consistent with the General Plan, as summarized below and more fully addressed in Appendix X of the SunCreek Specific Plan, "Analysis of Project Consistency with City Policies," and as follows:

- i. The SunCreek Specific Plan is consistent with the desired land use patterns (neighborhoods, villages, and districts) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of the SunCreek Specific Plan are consistent with the SunCreek/Preserve Planning Area (Figure LU-28), corresponding text description, and assumed development potential (Table LU-5) outlined in the General Plan.
- ii. The SunCreek Specific Plan includes a land use plan and use and development standards, as well as guidelines for subsequent Project design consistent with the goals of the General Plan Urban Design Element. Specifically, the location and design concepts for the village, local, and regional town centers within SunCreek are in keeping with the building block concepts outlined in the General Plan's Urban Design Element (Goal UD-1 and corresponding policies and actions). Additionally, design guidelines in Appendix A establish unique project identity with context-sensitive design provisions envisioned in Goals UD-3 and UD-4.
- iii. The SunCreek Specific Plan includes land use designations for two village centers and one regional town center. This plan implements General Plan Economic Development Element Goals ED-1 and ED-2 in terms of diversifying the local economy and providing new local and regional retail opportunities.
- iv. The SunCreek Land Use Plan (Figure 3-2) includes a wide range of residential land use designations including single-family residential, medium density residential and high density residential, as well as opportunities for high density housing in select mixed-use center locations. Residential land use designations (allowing between 2 and 40 units/acre) are distributed throughout the Project site with high density housing located in close proximity to schools, parks, jobs and employment. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities by the implementation of an Affordable Housing Plan for each property owner within the Project area.
- v. The SunCreek Circulation Plan (Figure 4-2) is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local Project traffic and improved community circulation. It is also consistent with the regional transportation system with the addition of two major north-south roadways (Rancho Cordova Parkway and Americanos Boulevard), as well as improvements to the east-west connectivity. SunCreek Circulation Plan (Figure

4-2) is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. Section I.4 of the SunCreek Specific Plan identifies planned street improvements for major roadways and trails and establishes standards and principles for subsequent review of local streets and trail connections in keeping with the General Plan Circulation Element Goals C-1 and C-2 for multi-modal facilities and connectivity.

vi. The SunCreek Land Use Plan (Figure 3-2) designates approximately 82 acres for parks and open space, which excludes storm water detention and private recreation areas. Project open space includes 310 acres of wetland preserve, drainage parkways/basins, landscape corridors, and greenbelts. The total Project open space (non-developable) amounts to approximately 30 percent of the Project area. Planned open space, parks, and trails for SunCreek are consistent with General Plan Open Space, Parks, and Trails Element Goals OSPT-1, OSPT-2, and OSPT-3 in establishing a premier system of public parks, establishing connected and diverse open space systems, and maximizing opportunities for pedestrians and cyclists.

vii. SunCreek Circulation and Infrastructure Plans of the SunCreek Specific Plan identify necessary infrastructure, utilities, and services for the Project consistent with the goals and policies outlined in the General Plan Infrastructure, Services, and Finance Element. SunCreek Specific Plan, Section I.9 (Implementation) identifies the requirements for the Financing Plan, and includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.

viii. The Environmental Impact Report/Environmental Impact Statement for the SunCreek Project identifies all known and protected resources within the Project area. Required protection and mitigation measures have been incorporated into the SunCreek Specific Plan (Figure 3-2) and as described in Section I.6 (Natural Resources). The SunCreek Project is consistent with the General Plan Natural Resources Element Goals NR-1, NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands and creek corridors.

ix. The SunCreek Specific Plan includes drainage improvements consistent with General Plan Safety Element Goal S-2 (and corresponding policies and actions) to reduce the possibility of a flooding or drainage issue causing damage to urban land uses. Finally, the SunCreek Development Regulations (Volume II) incorporate best practices from the Crime Prevention Through Environmental Design standards to ensure consistency with Safety Element Goal 7 regarding design of neighborhoods and buildings to maximize safety/security and minimize crime.

x. The SunCreek Land Use Plan (Figure 3-2) incorporates desired development patterns for a balanced mix of uses that incorporate housing, jobs, and services in close proximity connected by roadways and trails to reduce vehicular travel and maximize opportunities for walking and biking. The land use plan and corresponding circulation exhibits are consistent with the General Plan Air Quality Element Goals AQ-2 and AQ-3 regarding land use patterns and

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

xi. The SunCreek Land Use Plan (Figure 3-2) maintains residential setbacks and in some cases sound walls to mitigate noise impacts from heavily traveled roadways. This land plan and provisions in the SunCreek Development Regulations (Volume II) are consistent with the General Plan Noise Element Goal N-1 to ensure that new development is free of noise disturbances.

B. Public Interest. The proposed SunCreek Specific Plan will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The Specific Plan is expected to result in an improved jobs/housing ratio than what currently exists and includes the designation of public uses including public schools, parks and other public or quasi-public uses. The Specific Plan integrates sustainable development practices at each level of community planning and implementation. It includes a variety of retail opportunities for the planned community and the surrounding areas of the City and Sacramento County as well as a variety of residential densities resulting in a range of housing opportunities for a range of income levels.

C. CEQA Compliance. In compliance with the requirements of the California Environmental Quality Act ("CEQA"), the City prepared an Environmental Impact Statement and an Environmental Impact Report for the SunCreek Specific Plan ("EIR"). On November 18, 2013, the City Council adopted Resolution No. 127-2013 certifying the EIR and adopting environmental findings, a statement of overriding consideration and a mitigation monitoring and reporting program for the SunCreek Specific Plan Project approvals. Resolution No. 127-2013 is incorporated herein by reference.

Section 3: Adoption of SunCreek Specific Plan.

The City Council hereby adopts the SunCreek Specific Plan, attached as **Exhibit 3A**.

Section 4: Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision 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 enforced.

Section 5: Publication and Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2181165.9



SUNCREEK SPECIFIC PLAN

FINAL DRAFT

VOLUME I
AND
VOLUME II



November 18, 2013

AGENDA ITEM 8.2

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I.1. INTRODUCTION

The SunCreek Specific Plan is the handbook for development of approximately 1,265.2 acres located in the south area of the City of Rancho Cordova ("City").

1.1 PROJECT PURPOSE AND OBJECTIVES

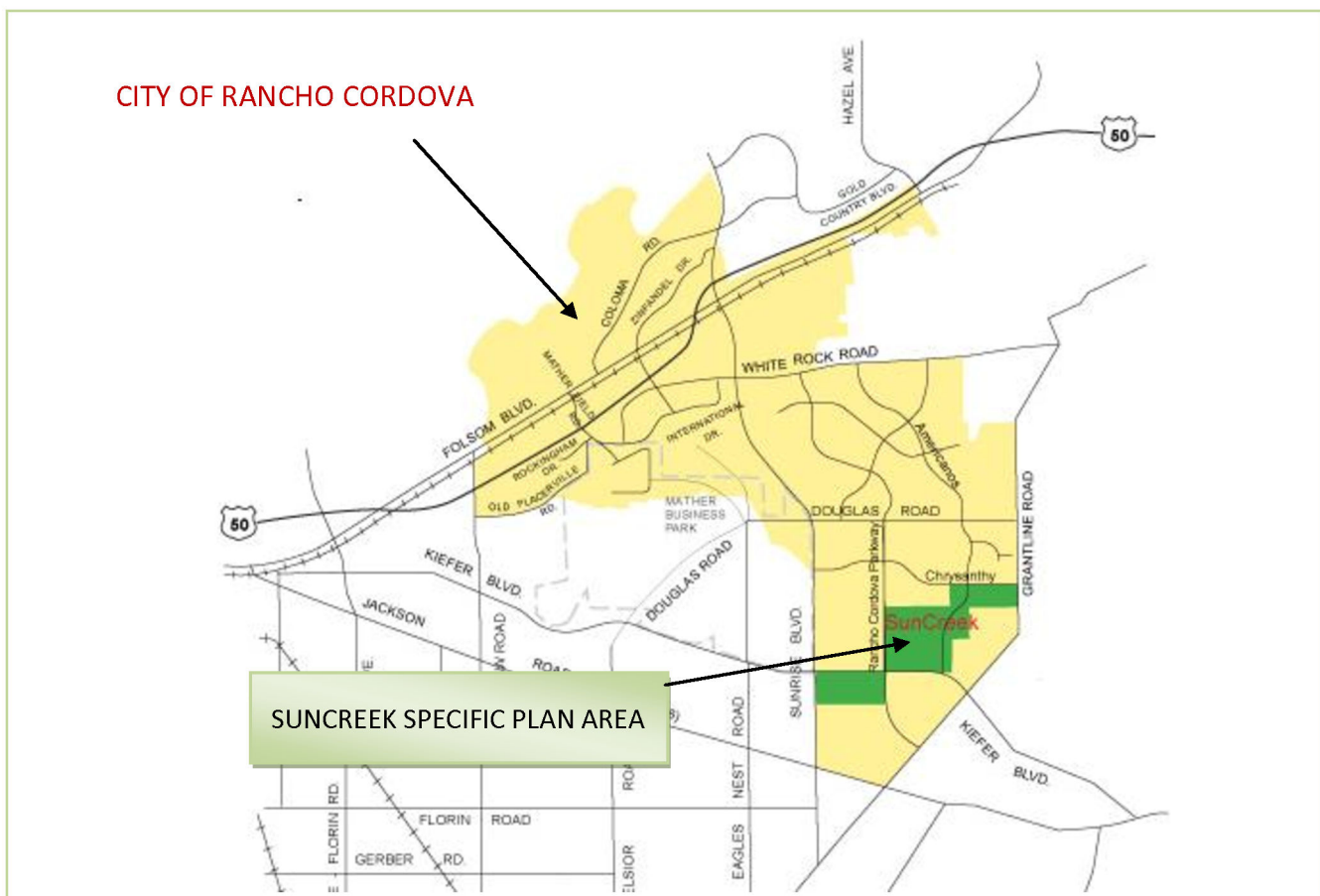
The project purpose is to create a cluster of walkable residential villages and a major civic and recreation core comprised of a community park, schools and major open space. The residential neighborhoods will create a distinctive district for the city and house a work force to enhance the jobs housing balance in the city, the second largest employment center in the Sacramento region.

The SunCreek Specific Plan ("SCSP" or the Plan Area) is a mixed-use development that includes a network of interconnected, large open spaces linked by a pedestrian and bike trail system. A major open space corridor that runs through the project serves as the primary signature feature and provides a backbone structure for the neighborhoods, local bike/pedestrian network and the citywide trail system.

The key objectives of the SunCreek Specific Plan include the following:

- Implement the City of Rancho Cordova's General Plan, the Sacramento Area Council of Governments (SACOG) Blueprint and

Figure 1-1 Local Area Map



INTRODUCTION AND PLAN OVERVIEW

Smart Growth Principles.

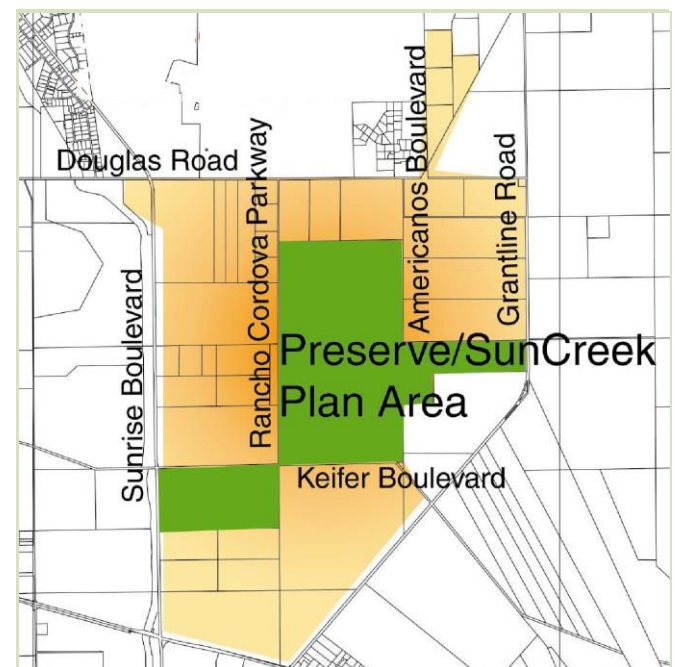
- Provide mixed density residential housing development.
- Provide a community serving retail and employment center along Grantline Road.
- Develop neighborhoods connected by a significant open space and recreational parkway.
- Provide neighborhood serving retail areas.
- Provide additional housing to balance the high employment concentrations in and around the City of Rancho Cordova.
- Provide a mix of housing types to diversify the City of Rancho Cordova's housing stock.
- Provide transportation facilities within the project area consistent with the City of Rancho Cordova's Circulation Plan.
- Provide an appropriate site for a high school and middle school that will serve the Sunrise Douglas Community Plan Area, and three neighborhood elementary schools.
- Provide an appropriate site for a community park that will serve the Sunrise Douglas Community Plan Area.
- Provide a key link in the citywide trail network that connects the Folsom South Canal bike and pedestrian trail to corridors along the Laguna Creek and Cosumnes River tributaries.
- Set aside wetland resources for the conservation of wetlands within the Community Plan area.
- Generate positive fiscal impacts for the City through development within the Plan Area.

1.2 RELATIONSHIP TO THE GENERAL PLAN

The Rancho Cordova General Plan establishes a definitive structure for organizing the community in districts, villages and neighborhoods and provides a conceptual land use plan for each of the undeveloped areas of the City. Detailed planning efforts, such as the SunCreek Specific Plan implement that vision. The SunCreek Specific Plan is consistent with the policies established in the General Plan as described in Chapter 2 Community Vision, Section 2.2 Organizing Principles.

The General Plan Map identifies the SunCreek Specific Plan within the SunCreek/Preserve Ranch (currently known as "The Ranch") Planning Area as shown in Figure 1-2.

Figure 1-2 SunCreek Identified in the City General Plan



1.3 ORGANIZATION AND USE OF THIS SPECIFIC PLAN

The SunCreek Specific Plan is organized in two distinct volumes that are bound together to provide the user with the overall intent as well as the specific development standards required to implement the project. Volume I provides the conceptual look and feel, vision, and context for the plan. It provides the description of the plan and the overall policies and guiding principles that set the stage for the more detailed standards in Volume II. Volume II establishes the unique Development Regulations by which to review future projects in concert with the City zoning code.

The chapters in Volume I include:

1. Introduction
2. Project Vision
3. Land Use
4. Circulation
5. Community Character
6. Natural Resources
7. Parks and Open Space
8. Infrastructure and Public Services
9. Implementation

Applicants should refer to Volume I for the intent and comprehensive vision of the plan.

Volume II: Development Regulations, provides the detailed standards and procedures for development of all land uses and common areas. The City will apply these procedures and standards in the entitlement process for all development in the plan.

1.3.1 Relationship to the Rancho Cordova Municipal Code

Volume II: Development Regulations incorporates by reference several chapters of the Rancho

Cordova Municipal Code (RCMC), Article 23, and Zoning. In general, Article 23, Zoning regulations and standards guide the development of the SunCreek Specific Plan, however, specific development standards that may differ from, or augment, the zoning ordinance are included in Volume II to fit the vision and conditions of the SunCreek Specific Plan.

Applicants are directed to apply the Municipal Code zoning requirements unless specifically modified in this Specific Plan.

1.4 AUTHORITY AND APPLICATION OF THE SUNCREEK SPECIFIC PLAN

The City of Rancho Cordova approves, and will administer, the Specific Plan and related documents consistent with the provisions of Article 8, Sections 65450 through 65457 of Title 7 Planning and Land Use Law, California Government Code. The City of Rancho Cordova Municipal Code and SCSP Chapter 9 Implementation establish the procedures for adoption and administration of this Specific Plan.

1.4.1 Other Required Documents

The following documents are required to accompany this Specific Plan:

- A certified Environmental Impact Report (EIR),
- An approved Financing Plan,
- An approved Affordable Housing Plan (AHP), and
- Each owner shall enter into a Development Agreement (DA) approved by the city prior to granting entitlements. The DA shall set forth specific rights and obligations for the city and the owner as a condition of the issuance of entitlements.

1.4.2. Consistency with the Specific Plan

Subsequent projects within the Plan Area including Tentative Parcel/Subdivision Maps, Conditional Use Permits, Minor Discretionary Permits and Minor Administrative Approvals shall be consistent with the City of Rancho Cordova General Plan, the City of Rancho Cordova Municipal Code and Chapter 9 Implementation, in this Specific Plan.

1.5 ENVIRONMENTAL REVIEW

The SunCreek Specific Plan Environmental Impact Statement and Environmental Impact Report (EIS/EIR) examines the potential environmental impacts of the proposed plan and identifies changes in the environment that would result from implementation of the plan. The EIS/EIR examines all elements of the project including planning, construction, and operation.

The EIS/EIR identifies mitigation measures as appropriate to reduce significant impacts, and incorporates a Mitigation Monitoring Plan. The Mitigation Monitoring Plan ensures implementation of the mitigation measures identified in the EIS/EIR.

All development projects pursuant to this Specific Plan shall comply with the California Environmental Quality Act (CEQA). If the City determines that a subsequent project is consistent with the Specific Plan and within the scope of the EIS/EIR, no further environmental review may be necessary. If it is determined that a development application is inconsistent with the Specific Plan and/or subsequent evidence exists that supports the occurrence of any of the events set forth in CEQA Guidelines Section 15183, the City shall make a determination as to the appropriate subsequent environmental document.

1.6 PROJECT SETTING AND CONTEXT

1.6.1. Project Site Conditions

Sunrise Boulevard bounds the Plan Area on the west and Grantline Road bounds it on the east. The future extension of Chrysanthy Boulevard will form the north boundary of the eastern most portion of the plan, and Kiefer Boulevard runs east to west through the Plan Area.

The Plan Area is undeveloped land with relatively poor agricultural soils. Dry land farming and grazing on spring grasses was the historic use of the Plan Area.

Terrain and Primary Drainage Corridors

The upper reach of a tributary to Laguna Creek transects the Plan Area in a northeast to southwest direction.

The terrain is slightly rolling alluvial terraces. Elevation on the site ranges from 129 to 180 feet above sea level. The ground slopes generally to the west and the south, and several intermittent natural and manufactured channels drain the property. The greatest surface relief occurs in the major drainage way of the Laguna Creek tributary.

Vegetation

The Plan Area includes annual grasslands interspersed with seasonal wetlands along drainages typical of this portion of the City of Rancho Cordova. The dominant vegetation species include mostly non-native annual grasses. Native tree species are limited to a few willows and cottonwoods associated with created ponds and drainages. A small blue oak grove is located near the west edge of the Plan Area south of Kiefer Boulevard, just east of Sunrise Boulevard.

INTRODUCTION AND PLAN OVERVIEW



Typical view of existing site conditions in early winter.

Wetland Preservation Area

Wetland resources include seasonal swales, intermittent drainages, and vernal pools. The primary concentrations of seasonal wetland conditions are located along the major drainage corridor and will be set aside as permanent open space. Development within these open space preserves is prohibited. Chapter I.6, Natural Resources describes the regulations for the protection of resources. The location and size of the open space significantly constrains the local circulation routes and the shape of neighborhoods.

Major Public Facilities

A major electric utility transmission facility traverses a small portion of the Plan Area diagonally from the southwest to northeast beginning near the corner of Sunrise Boulevard and Kiefer Boulevard. The power line corridor also transects a portion of the Plan Area near Rancho Cordova Parkway approximately one mile north of Kiefer Boulevard. The facility is a visual factor, but does not affect planned land use.

The most significant public facility that influences the land use is the planned high school and middle school and the community park complex. These facilities are located near the center of the Plan Area approximately mid-way between Rancho Cordova Parkway and Americanos Boulevard. The

combination of land uses creates a large block that requires major circulation access, but prohibits through streets that would provide multiple routes in the core of the Plan Area.

Adjacent Uses

Single-family residential neighborhoods are the primary land uses existing and planned in adjacent project areas along the north, west, and south edges of the Plan Area with commercial development planned along the east side of the project.

These include the proposed "The Ranch " project located between Rancho Cordova Parkway and Americanos Boulevard; Anatolia III to the west of Rancho Cordova Parkway and SunRidge Specific Plan to the north.

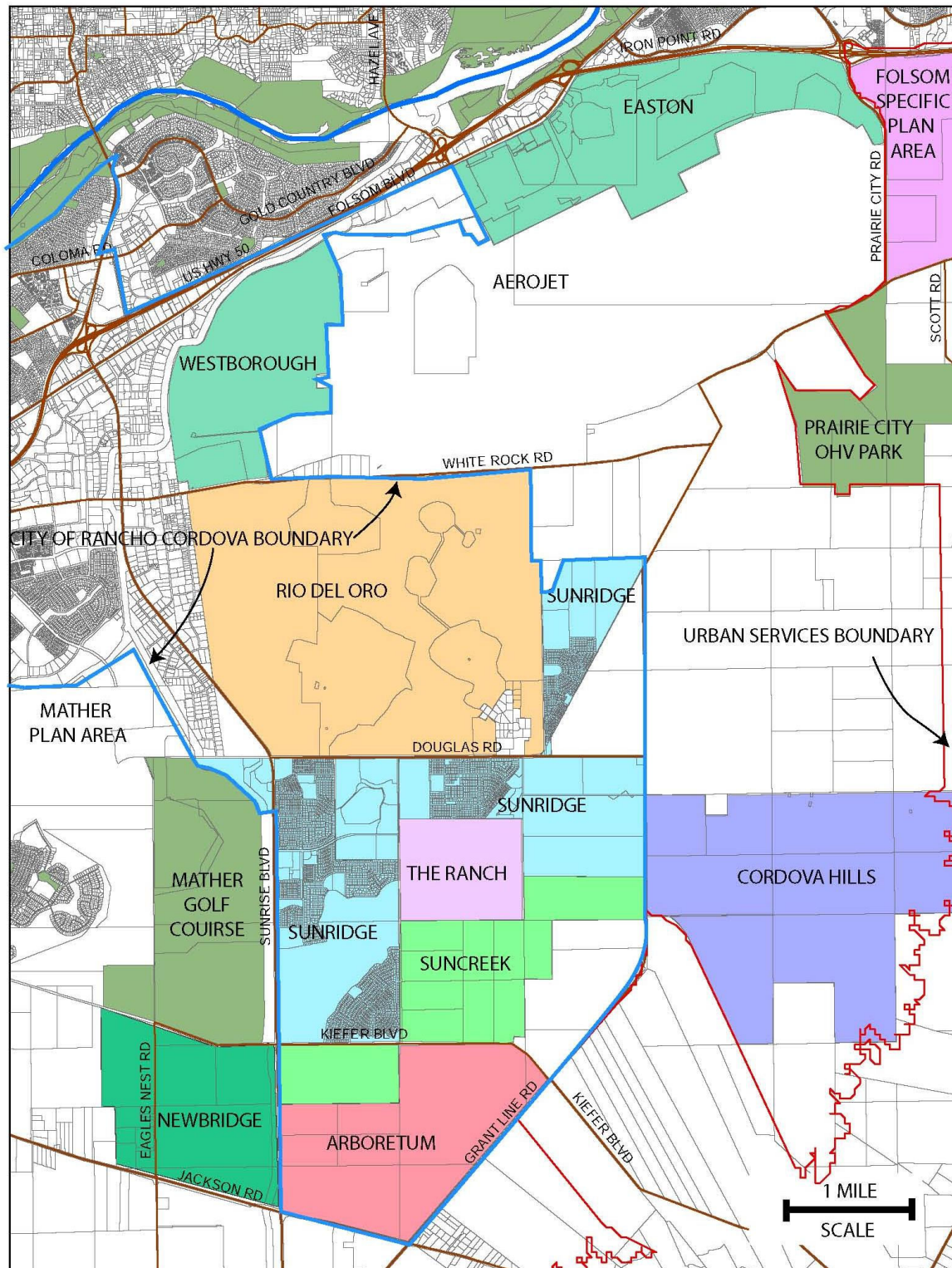
The Arboretum Specific Plan Area abuts the south edge of the Plan Area. Road connections to the future growth area include the extension of Rancho Cordova Parkway and Americanos Boulevard and local streets on the west side of Rancho Cordova Parkway.

The approved Cordova Hills Plan, including the site for a University/College Campus Center, is located in the unincorporated area to the east of Grantline Road.

These development projects include a mix of housing types, schools, parks and commercial uses. The existing and planned streets in these plans establish the locations where the SunCreek circulation plan will connect to the surrounding community.

A permanent wetland preserve is located in the Anatolia plan area. This wetland open space abuts the Plan Area along Kiefer Boulevard to Rancho Cordova Parkway.

The Sacramento County Regional Landfill is located to southeast of the Plan Area. An undeveloped buffer area on the north side of Grantline Road acquired by Sacramento County separates the Plan Area from the landfill site.

Figure 1-3 Planned Uses Adjacent to Project Site

I.2. COMMUNITY VISION

2.1 PURPOSE

The community vision describes the key features of the SCSP that establish the theme and tone for the built community. The vision does not establish specific standards for development, but in describing the key features, the vision conveys the intent of the detailed standards that follow. This chapter provides two primary sub-sections. First, the chapter describes the source of inspiration for the essential principles of this plan. Second, the chapter lays out the features that will distinguish this community.

2.2 ORGANIZING PRINCIPLES

The SunCreek Land Use Plan applies three conceptual frameworks for organizing land use and establishing a vision for the built community. These include:

- the General Plan Smart Growth Principles,
- the General Plan "Building Blocks" Concept, and
- the form based concept plan developed in the SunCreek charrette described in this chapter.

The SunCreek Land Use plan integrates the essential concepts of these three conceptual frameworks, but allows flexible design responses to local site constraints such as the major resource preservation areas, the major streets, and adjacent land uses.

2.2.1. Smart Growth Guiding Principles

The seven Smart Growth principles established in the Rancho Cordova General Plan guide the SCSP.

- Protection/Integration of Natural Resources with Urban Land Uses
- Transportation Choices
- Housing Choices
- Integrated (Mixed) Land Uses
- Compact Urban Development
- Walkable Neighborhoods
- Quality Design/Sense of Place

These guiding principles guide the key features in the plan.

2.2.2. General Plan "Building Blocks" Concept

The SCSP applies the General Plan fundamental concept of "building blocks" that define the physical form of Rancho Cordova. The building blocks are "neighborhoods", "villages" and "districts".

The different land uses, scale, and intensity of development characterize each building block component. The building blocks aggregate to form larger components of the city.

Neighborhoods aggregate to form villages, and villages aggregate to form districts. Districts aggregate to form the city.

The SunCreek Plan Area will develop components of this community organizing system.

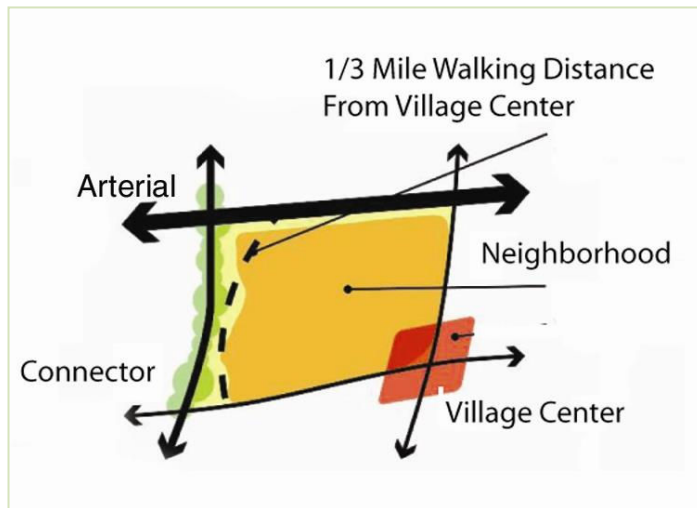
Neighborhoods

Neighborhoods conceptually illustrated in Figure 2-3 are predominantly residential comprised primarily of single-family homes (attached and detached), but may also include smaller multi-family units. The following key features of a neighborhood found in the Specific Plan are

COMMUNITY VISION

consistent with the General Plan neighborhood concept.

Figure 2-1 Schematic Diagram of Neighborhood and Village Form



- Neighborhoods include a range of housing types along pedestrian-friendly streets designed for slower speeds. While the average density is approximately six units per acre, diversity in housing choices is critical to the success of neighborhoods (e.g., range of lot and home sizes, diversity in housing products/costs).
- Each neighborhood includes a neighborhood center that is a place for neighbors to gather (e.g., school, park, community center, coffee shop).
- Neighborhoods are compact and walkable in design, scaled at approximately 1/4 to 1/3 mile in radius, and an average size of about 200 acres. The residential population of the neighborhood building block is approximately 4,000 people. The small scale of neighborhoods allows residents to walk almost anywhere in the neighborhood in about 10 to 15 minutes.

- Modified grid/curvilinear street system with short blocks for ease of mobility are the framework for the neighborhood. Major streets do not bisect neighborhoods. However, neighborhood streets do establish a hierarchy through design that helps residents and visitors understand where they are in any given neighborhood.

Villages

A "Village" is a cluster of three to four neighborhoods, which generally encompasses about 750 acres in size. The Plan Area includes sufficient population to be a village, but the village form in this part of the city will incorporate the neighborhoods in the SCSP as well as neighborhoods in adjacent plan areas.

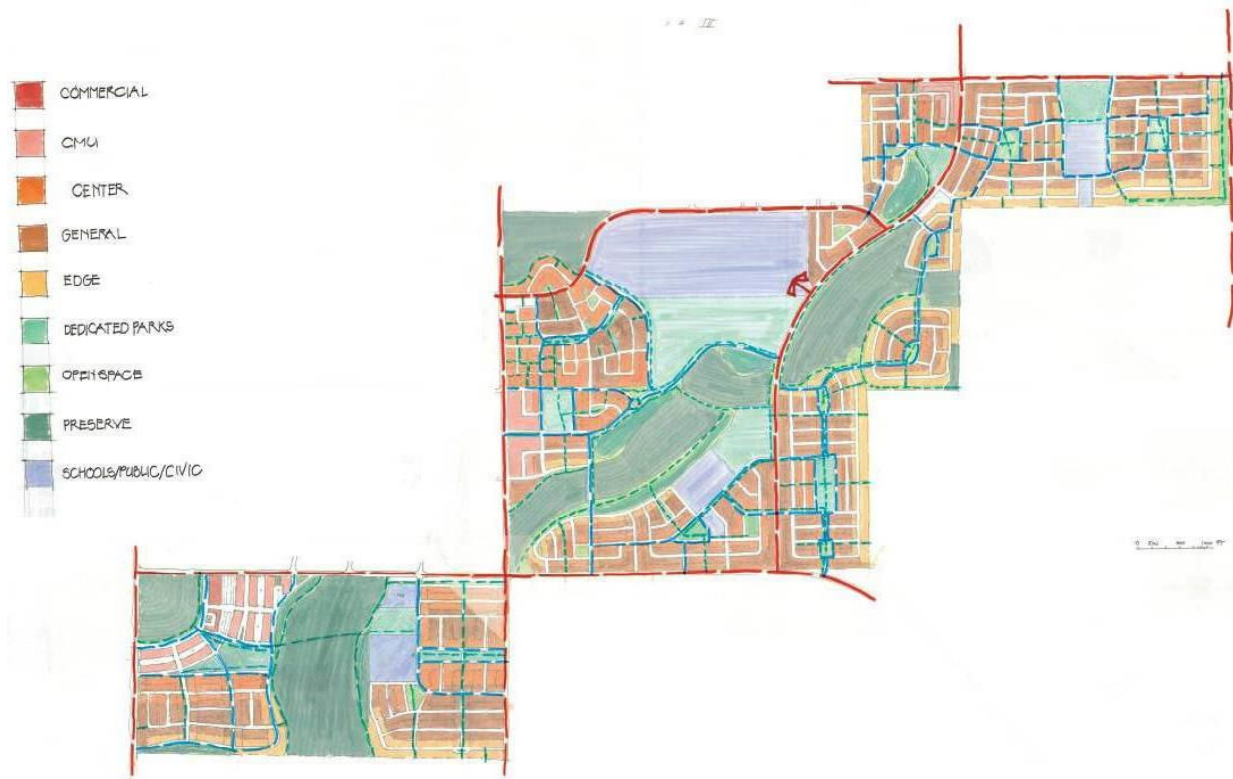
Districts

Districts can function as small, self-sufficient communities that may have unique characteristics, attributes, and Citywide or regional uses. Three or four villages comprise a district. The Plan Area is part of a district that encompasses all of the Sunrise-Douglas Community (refer to Figure 1-2).

2.2.3. The Charette Plan Vision

The "Charette", a planning exercise conducted by the City in March 2005, applied design principles that guide the SunCreek Land Use Plan. The purpose was to define a conceptual "form based" land plan that would meet or exceed the City's *Vision and Guiding Principles*. Figure 2-2 was the regulating plan produced in the charette process.

A primary center of activity is the focus of the urban uses. In a small area, such as a neighborhood, the center is a neighborhood school or park. In a larger area, the center could be a major mixed-use commercial and residential complex.

Figure 2-2 Land Plan Concept Produced by the SunCreek Charette (March 2005)

2.3 COMMUNITY VISION PRINCIPLES

The following principles embody the vision for the SunCreek community. These principles are an aggregation of fundamental, time-tested planning principles, the policies in the Rancho Cordova General Plan and the three sources of organizing principles cited in this chapter.

2.3.1. Compact Urban Development

The SunCreek Specific Plan emphasizes the livability of neighborhoods. Design for pedestrian friendly streets, ease of pedestrian access to the schools, parks, and commercial mixed-use centers and the form of compact neighborhoods express this emphasis.

In keeping with the General Plan building block concepts and the General Plan Land Use Smart Growth Principles,) the SunCreek residential

neighborhoods are pedestrian friendly with a well-defined core of public and commercial uses. A network of pedestrian corridors that extend outward from the commercial center, and connect with the neighborhood parks serves each neighborhood.

Figure 2-3 Neighborhoods illustrates the neighborhoods in the Plan Area. The neighborhoods exhibit the following general characteristics unless constrained by the major street system or other significant design factor.

The permanent open space and major streets naturally define small, compact neighborhoods and sub-areas. Each of the neighborhoods is approximately 1/2 mile wide as illustrated in Figure 2-3. This supports the objective of locating central uses, such as parks, schools and commercial areas within a short walk of most residences as illustrated in Figures 2-4, 2-5 and 2-6.

Figure 2-3 SunCreek Neighborhoods

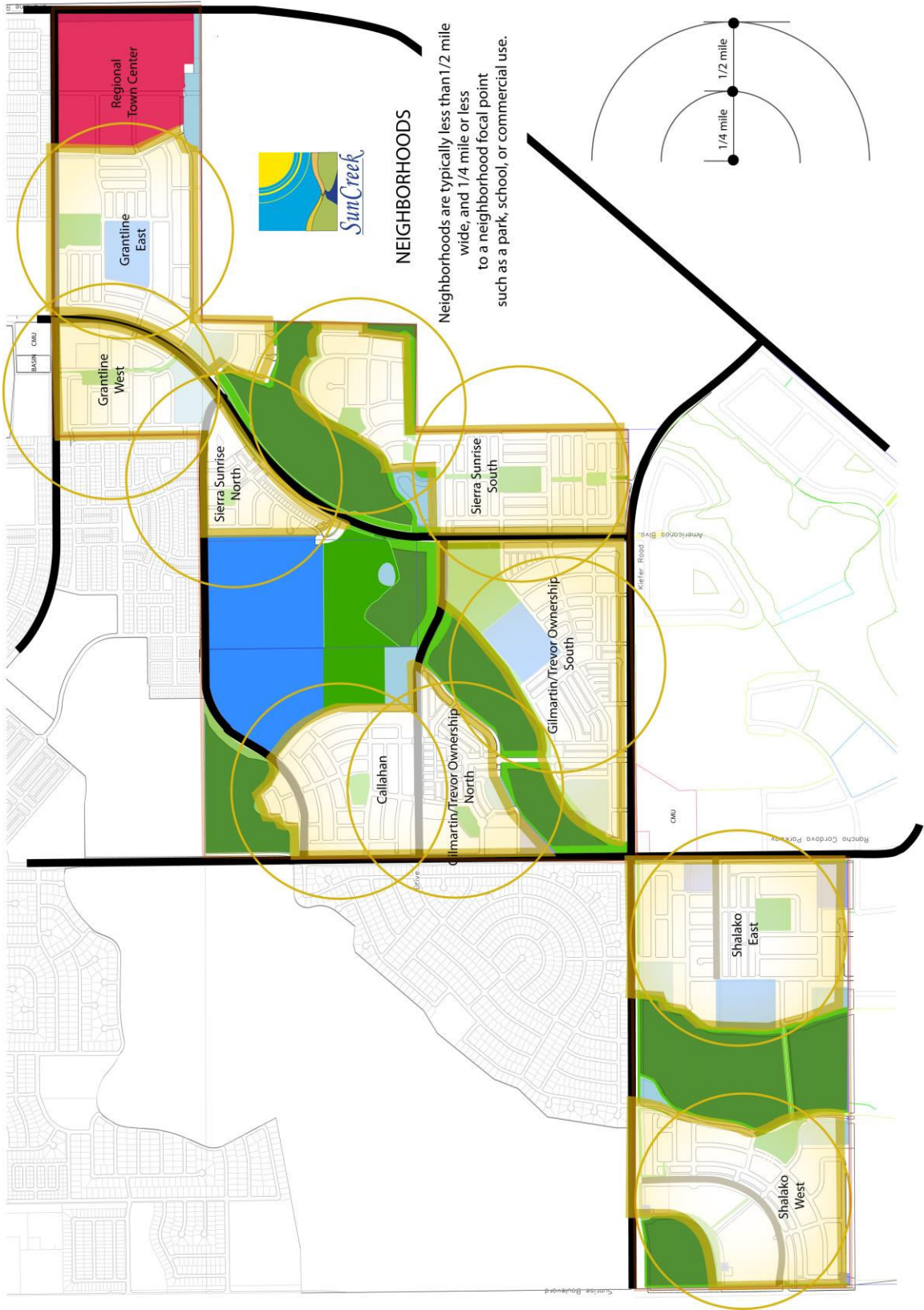


Figure 2-4 Access to Parks and Open Space

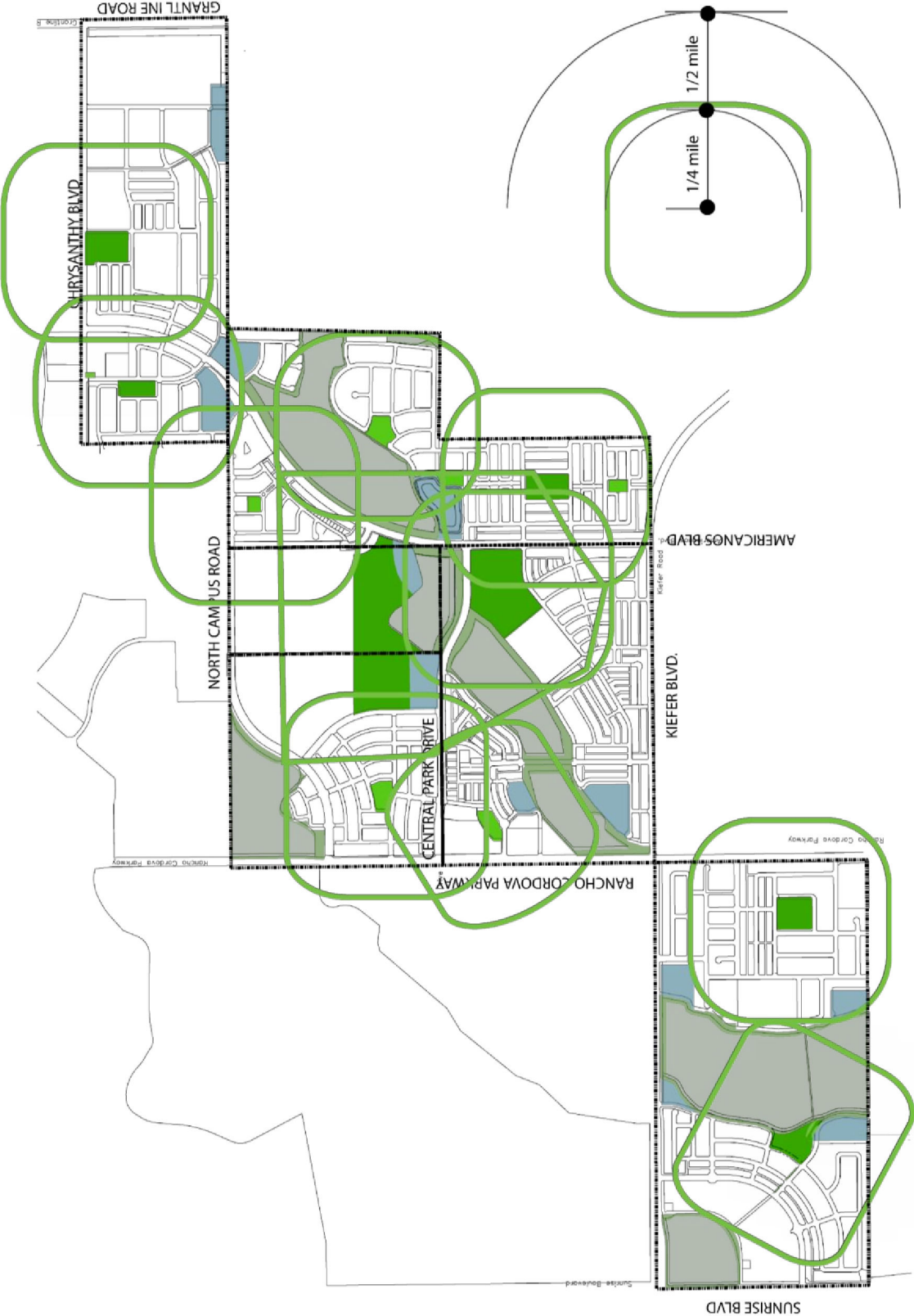


Figure 2-5 Access to Schools

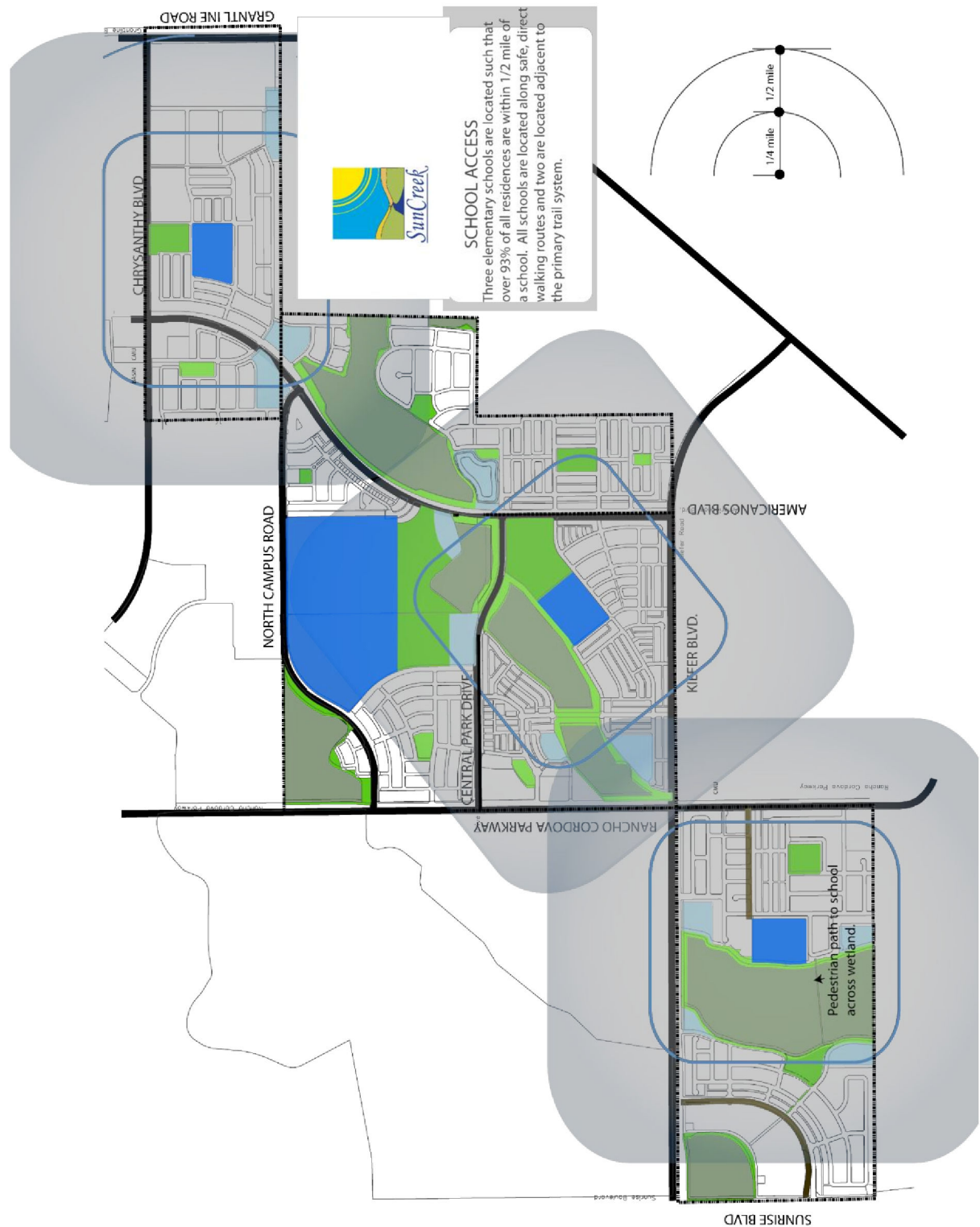
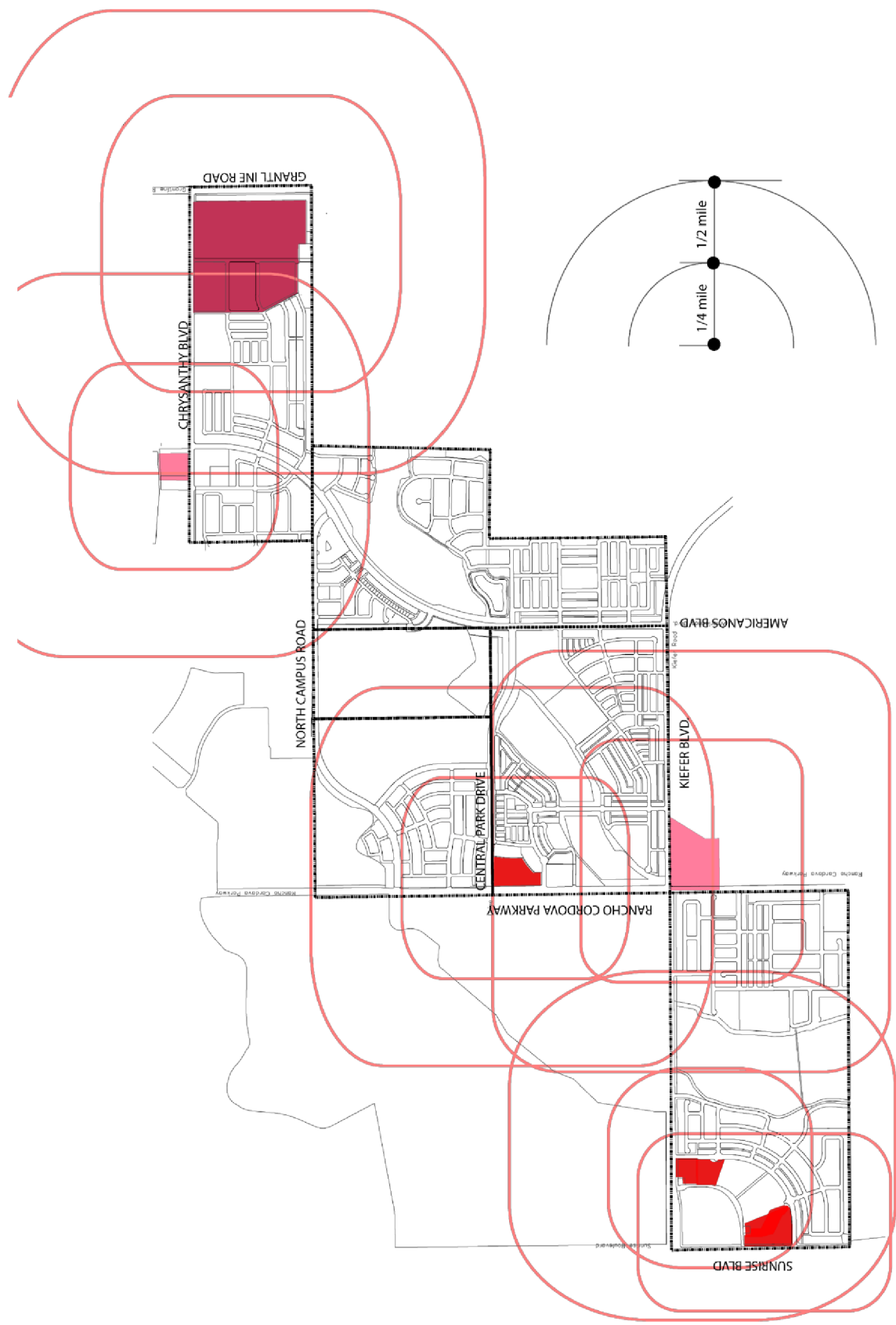


Figure 2-6 Access to Commercial and Service Centers



COMMUNITY VISION

Open space or natural features, or landscaped corridors along a major street define the edges of each neighborhood.

Each neighborhood includes an elementary school, neighborhood park, and/or a mixed-use commercial area as a distinct neighborhood center within a reasonable walking distance of the homes, approximately one-half mile.

Residences are oriented with “eyes on” the neighborhood parks and open space corridors. The neighborhood parks have frontage on at least two single-loaded streets to provide for visibility and ready access.

Major streets are designed to minimize any need for sound walls.

2.3.2. Protection/Integration of Natural Resources with Urban Land Uses

Very large central open spaces that encompass substantial wetland preserves, water quality features, trails, parks and schools are the core of the SCSP. The SunCreek preserve implements species conservation by protecting vernal pool complexes, other wetlands, and the riparian habitats along the Laguna Creek tributary.

This open space core is the hub and dominant feature of the community. It helps define and separate individual neighborhoods while connecting them physically and visually through the multi-purpose trail system with unobstructed views. A major bicycle/pedestrian pathway, designated as the “SunCreek Parkway” will follow the main route of this large, central open space. The open space is near many neighborhood streets and major roads, which gives the entire plan an extraordinarily open feel despite its compact walkable neighborhoods.

The extensive trail system extends throughout the Plan Area and into adjacent neighborhoods. It provides views to the natural resource preserve. Compatible land uses, such as parks, trails,

detention basins, and infrastructure are located next to the preserve area.



Typical open space view in SunCreek Plan Area

2.3.3. Natural Drainages

The natural drainage ways that will remain in permanent open space are notable in the existing landform. These natural drainages will be accessible to the public along the edges that are outside of the wetland preserve areas. The extensive open space will be a visual landmark for the entire Plan Area. Moreover, open space edges landscaped with natural vegetation species will provide an attractive visual delineation to the open space and the surrounding neighborhoods.

2.3.4. Transportation Choices

The SCSP will accommodate various transit services including buses, trolleys, and shuttles. Land use and transportation planning are coordinated. A network of off-street trails will connect residential, commercial, office, community/civic and open space areas of the City.

2.3.5. Walkable Neighborhoods

The Rancho Cordova General Plan envisions a bicycle-friendly community, where cycling is a viable mode of transportation. To facilitate this goal, the SCSP provides a safe and convenient network of bike paths and lanes that connect residential, commercial, transit stops, and recreational destinations.

COMMUNITY VISION

The SunCreek Plan promotes walkable neighborhoods where residents can easily walk from their homes to schools, parks, jobs, and shopping areas. Streets are pedestrian-friendly spaces with living spaces facing the street. Pedestrian crossings at key locations with landscape enhancements encourage slower speeds on neighborhood streets.



Example of a pedestrian walkway along collector and arterial streets.

The network includes a wide range of bike and pedestrian paths ranging from sidewalks adjacent to all classes of streets, small pedestrian ways (paseos) within neighborhoods, informal bike paths along the edge of open space areas, and the SunCreek Parkway. A major recreation trail extends over three miles through the heart of the Plan Area and connects to the citywide trail network at each end.

Neighborhoods facilitate pedestrian and bicycle use by providing reasonably direct routes to homes, shopping, schools, parks and jobs. The routing of the collector streets in each neighborhood provides an inter-connected route that residents can use for recreational walks or biking.

The SunCreek Parkway is the major pedestrian corridor that links off street trails and enhanced

street sidewalks that connect neighborhoods to parks, open space, and natural resource areas.



Example of a pedestrian trail adjacent to wetland preserve area.

2.3.6. Housing Choices

The SCSP provides a range of housing choices that will meet the needs of a variety of households and income levels. This includes a variety of housing types ranging from high-density apartments and mixed use residential to executive homes.

This diversity of housing contributes to a balance of jobs and housing in the City of Rancho Cordova and in the Highway 50 corridor.



Example of townhouse style housing planned along major streets.

COMMUNITY VISION

2.3.7. Integrated (Mixed) Land Uses

The SCCSP provides mixed use centers strategically located to implement the City's "building block" concept of neighborhoods served by centers in walking distance of residents. This provides horizontal integration of compatible uses. Local shopping and services will be conveniently located to provide for the daily needs of the neighborhood residents.



Example of public space in Village Centers.

2.3.8. Quality Design/Sense of Place

The Plan Area is large enough to be a distinct district on its own, and includes distinctive natural features.

The major drainage way is a connecting, unifying element and the terrain provides sites for prominent landmark structures. Moreover, the plan can "borrow" visual character from the surrounding permanent open space, as well as the open space within the Plan Area.

The SCSP will have a strong sense of community identity notable for the quality of the public places, parks, schools and commercial areas.

The neighborhood mixed use centers will include high quality public spaces that will contribute to the sense of place.



Example of streetscape monumentation.

The SunCreek Development Regulations in Volume II establish standards for streetscape, buildings, parks and public facilities that will contribute to the character of the community.



Example of neighborhood commercial use public space.

2.3.9. Distant Vistas

The distant vistas toward the Sierra Nevada Crystal Range to the east and Mount Diablo, and the Coast Range are a natural amenity for the Plan Area. Open corridors along the major east-west boulevards and along the Laguna Creek corridor will retain views to these features. Attention to

COMMUNITY VISION

these distant views in the site design for all uses adjacent to the major east-west boulevards and the major corridor will add a notable design character to the plan.

2.3.10. Landmark Opportunities

The rolling terrain affords views within the Plan Area. Most notable are the high school/middle school campus, elementary school, neighborhood park, wetland preserve and the community park, which create a combined site of over 130 acres as a visual focal point of the plan. Not only is this a large, visually prominent area, it connects directly to the linear open space afforded by the wetland Preserve Area and the adjacent areas.

Central Park Drive connects the school/park complex to the Village Center site. The park/school site and the VC site serve as two activity centers or "nodes" linked by a pedestrian promenade/street. Central Park Drive therefore becomes one of the major pedestrian activity corridors in the plan.

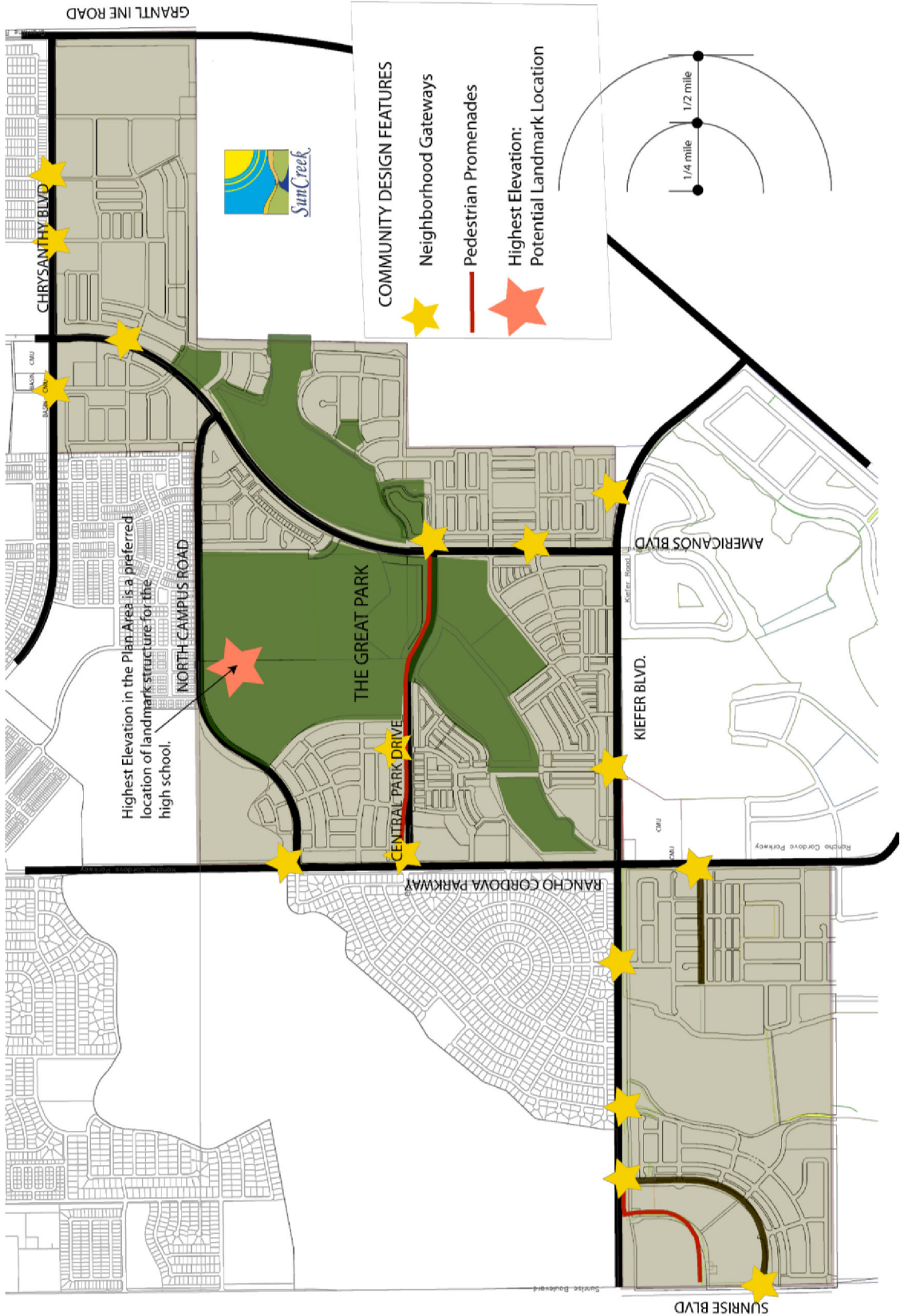
The school provides an opportunity to include a bell or clock tower or other dominant structure that can be located at the highest point in the project area. The open space to the north and the large community park to the south create a setting for an open vista in which a tall building element will stand out from the surrounding development.



Concept illustration of a clock tower at the high school.

Additional pedestrian activity corridors connect to each of the Village Center sites. Each site includes within their boundary or along the adjacent street a major pedestrian corridor that extends into the adjacent residential areas.

Figure 2-7 Landmark and Gateway Opportunities



I.3. LAND USE

3.1 PURPOSE

The Land Use Chapter describes the organization, location and type of land uses in the SunCreek Plan Area. This Chapter establishes the land use categories and the general range of uses planned for each use.

Volume II: Development Regulations establishes the detailed development standards for the land use categories in this chapter.

3.1.1. Land Use Objectives

The land use objectives addressed in this Chapter respond to issues identified in the General Plan. These include:

- Provide a diverse supply of housing types and densities to help house the City's workforce.
- Integrate residential and supporting land uses in a compact urban environment to improve livability and to reduce urban sprawl.
- Establish more livable and sustainable neighborhoods where residents can walk to commercial services and recreational amenities.
- Create convenient, economically viable retail shopping and commercial service opportunities so that residents are able to meet their shopping needs locally.
- Create community shopping and office employment opportunities.
- Preserve natural resources and integrate open space into urban development.

3.2 LAND USE REGULATION

The SunCreek Plan includes a mix of diverse housing opportunities, schools, parks, open space, and employment and commercial uses. The zone districts established in the Rancho Cordova Municipal Code (RCMC), Title 23-Zoning Code regulate land use in this Specific Plan. However, the plan vision described in Chapter 2 includes a broader classification of land use and design features not addressed in the Zoning Code. Therefore, the Specific Plan identifies land use classifications that correspond to General Plan Land Use Designations.

The Specific Plan and General Plan Land Use Designations in turn correspond to specific land use designations defined in RCMC Title 23. For example, the General Plan Land Use Designation "LDR" corresponds to the Specific Plan Land Use category "LDR" which corresponds to the RCMC zoning designations "RD-3, RD-4, RD-5 or RD-6". At the time of tentative map submittals, the tentative maps shall indicate the applicable standards. This allows flexibility in the subdivision design, but controlled by the appropriate zone standards and the number of dwelling units assigned to each land area. Table 3-1 provides the corresponding General Plan, Specific Plan, and zoning designations.

In addition, Volume II of the SCSP provides supplemental development standards that address the customized form and character of development in SunCreek. Specifically the supplemental development regulations address:

- the extensive urban/open space edges;
- the aggregation of higher intensity uses that form the core of neighborhoods and villages;

Table 3-1 Land Use Designations

General Plan Land Use Designation	Specific Plan Land Use Category		Corresponding Rancho Cordova Municipal Code Zoning Designations
Public/Quasi Public	Public/Quasi Public	(P/QP)	Community Services (CS)
Parks and Open Space, Natural Resources	Parks and Open Space	(POS)	Parks and Open Space (POS)
Parks and Open Space, Natural Resources	Natural Resources	(NR)	Parks and Open Space (POS)
Low Density Residential	Low Density Residential (2.1 to 6 du/acre)	(LDR)	RD-3, RD-4, RD-5, RD-6
Medium Density Residential	Medium Density Residential 6.1 to 12 du/acre)	(MDR)	RD-7, RD-10
Medium Density Residential	Compact Medium Density Residential 12.1 to 18 du/acre)	(CMDR)	RD-15, RD-20
High Density Residential	High Density Residential (18.1 to 40 du/acre)	(HDR)	High Density Residential (HDR)
Village Center	Village Center	(VC)	Village Center (VC)
Regional Town Center	Regional Town Center	(RTC)	Regional Town Center (RTC)
Source: Derived from RCMC, Title 23-Zoning Code Table 23.301-1: Zoning Districts			

- the creation of special public activity spaces and landmarks;
- the special character of streets in relation to building location and character; and
- walkability of the plan.

3.2.1. Relationship to the City Zoning Ordinance

The Rancho Cordova Municipal Code (RCMC) Article 23-Zoning Code, as amended from time to time, and incorporated herein by reference, shall regulate development in the Plan Area. Where the Article 23 zone district is silent, or specific design objectives identified in this Specific Plan require supplemental development standards, the regulations set forth in Volume II: Development Regulations shall apply.

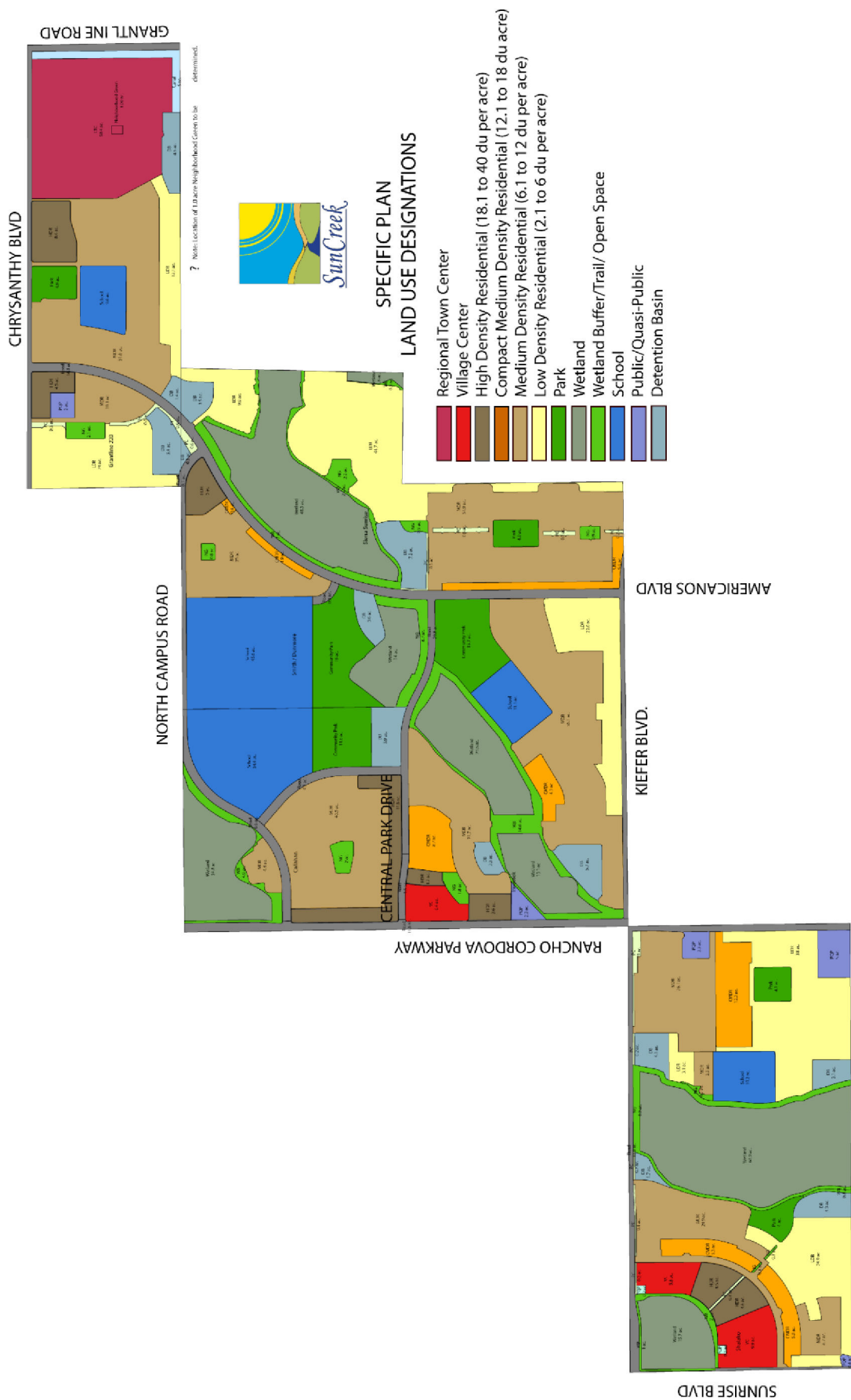
3.2.2. General Plan and Zoning Consistency

State planning law requires zoning districts to be consistent with the General Plan. Each General Plan land use category must have one or more corresponding zone districts. While the General Plan may be somewhat broad in its discussion of permitted land uses and development intensities, zoning provisions must identify specific regulations for use and development.

As discussed in Chapter 1 the Rancho Cordova General Plan identifies the SunCreek Specific Plan (SCSP) as part of the “SunCreek/Preserve Planning Area”.

The Specific Plan Land Use Designations shown in Figure 3-1 correspond to the Rancho Cordova General Plan Land Use designations with one exception identified in this plan as “Compact Medium Density Residential “(CMDR).

Figure 3-1, Specific Plan Land Use Designations



The General Plan category “Medium Density Residential” spans a density range of 6.1 to 18 dwelling units per acre. In the SCSP, this would encompass the majority of dwelling units. The Specific Plan therefore identifies a sub-category of “Compact Medium Density Residential” to establish meaningful categories among the dwelling unit types and styles included in this plan.

Dwelling unit types in the density range of 12.1 to 18 dwelling units per acre are designated “Compact Medium Density Residential”. Residential development in this designation will contribute to fulfilling the housing needs attributed to the City’s adopted Housing Element.

Figure 3-2, Specific Plan Illustrative Plan shows the land use and street pattern envisioned in the SCSP. Tentative Subdivision Maps submitted pursuant to the SCSP are expected to conform to the general form expressed in this map.

3.2.3. Permitted Land Uses

The permitted uses for all land use designations in the SCSP shall be regulated by RCMC Title 23 Zoning Code as established in Table 23.310-1: Allowed Uses and Permit Requirements for Residential Zoning Districts; Table 23.313-1: Allowed Use and Permit Requirements for Mixed Use Districts; and Table 23.319-1: Allowed Use and Permit Requirements for Public/Quasi-Public Zoning Districts. Applicants for all development proposals shall comply with these permitted land use tables with the exception that the Village Center (VC) zone designation shall not confer any residential development rights. However, development within the Centers Districts described in Section 3.3 may take a mixed-use form that blends the commercial development potential of land-designated Village Center with the residential development potential of adjacent residential lands located within a Centers District.

Table 3-2, Permitted Uses is not the regulatory authority for land use in the plan area, but provides a brief summation of land use activities and types envisioned within the land use

designations applied in the SCSP. Note that the Specific Plan designations of LDR and CMDR apply in this table. Table 3-1 Land Use Designations identifies the corresponding zoning designation and development standards that apply in these areas.

Residential development in the High Density Residential (HDR) designation will contribute to fulfilling the Regional Housing Needs Allocation (RHNA) calculation for the city.

Figure 3-2, Specific Plan Illustrative Plan

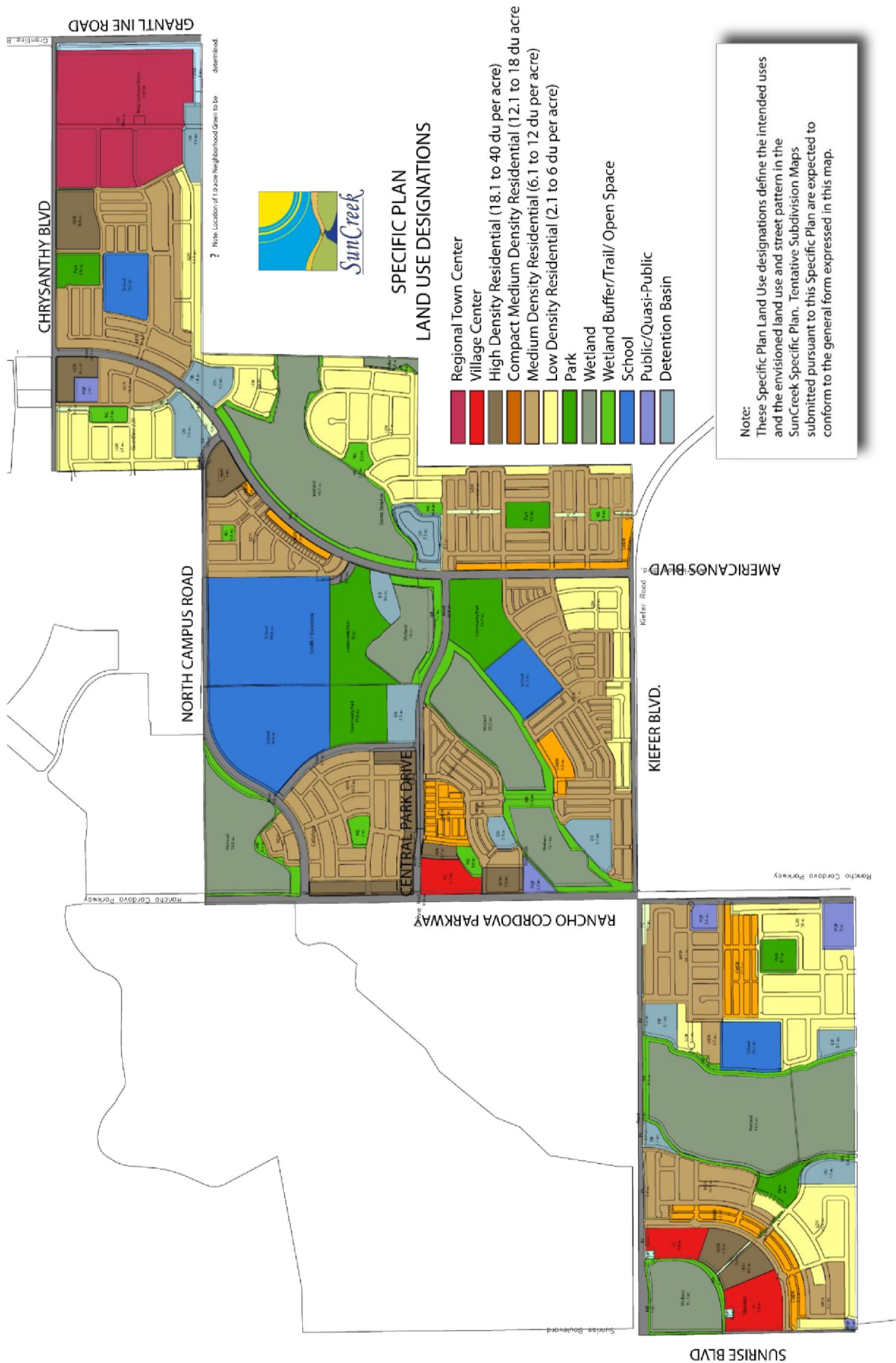


Table 3-2 Summary of Permitted Uses in the SunCreek Specific Plan

Specific Plan Land Use Designation		Summary of Permitted Uses
(P/QP)	Public/Quasi Public	Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations, Detention Basins
(POS)	Parks and Open Space	Parks, Paseos, Open Space, Resource Preservation, Detention Basins
(NR)	Natural Resources	Resource Preservation, Detention Basins
(LDR)	Low Density Residential (2.1 to 6 du/acre)	Single Family Dwellings, Duplex and Halfplex Dwellings, Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations, Detention Basins,
(MDR)	Medium Density Residential 6.1 to 12 du/acre)	Small Lot Single Family Dwellings, Patio Homes, Paseo Homes, Duplexes, Halfplexes, Live/Work Dwellings, Children and Senior Day Care Centers, Recreation Centers, Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations, Detention Basins
(CMDR)	Compact Medium Density Residential 12.1 to 18 du/acre)	Town homes, Garden Apartments, Small Lot Single Family Dwellings, Patio Homes, Paseo Homes, Duplexes, Halfplexes, Live/Work Dwellings, Children and Senior Day Care Centers, Recreation Centers, Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations, Detention Basins
(HDR)	High Density Residential (18.1 to 40 du/acre)	Town homes, Apartments, Live/Work Dwellings, Children and Senior Day Care Centers, Recreation Centers, Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations, Detention Basins
(VC)	Village Center	Retail and Service Commercial, Offices, Children and Senior Day Care Centers, Recreation Centers, Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations
(RTC)	Regional Town Center	Retail and Service Commercial, Offices

3.3 SUNCREEK SP FORM BASED CODE

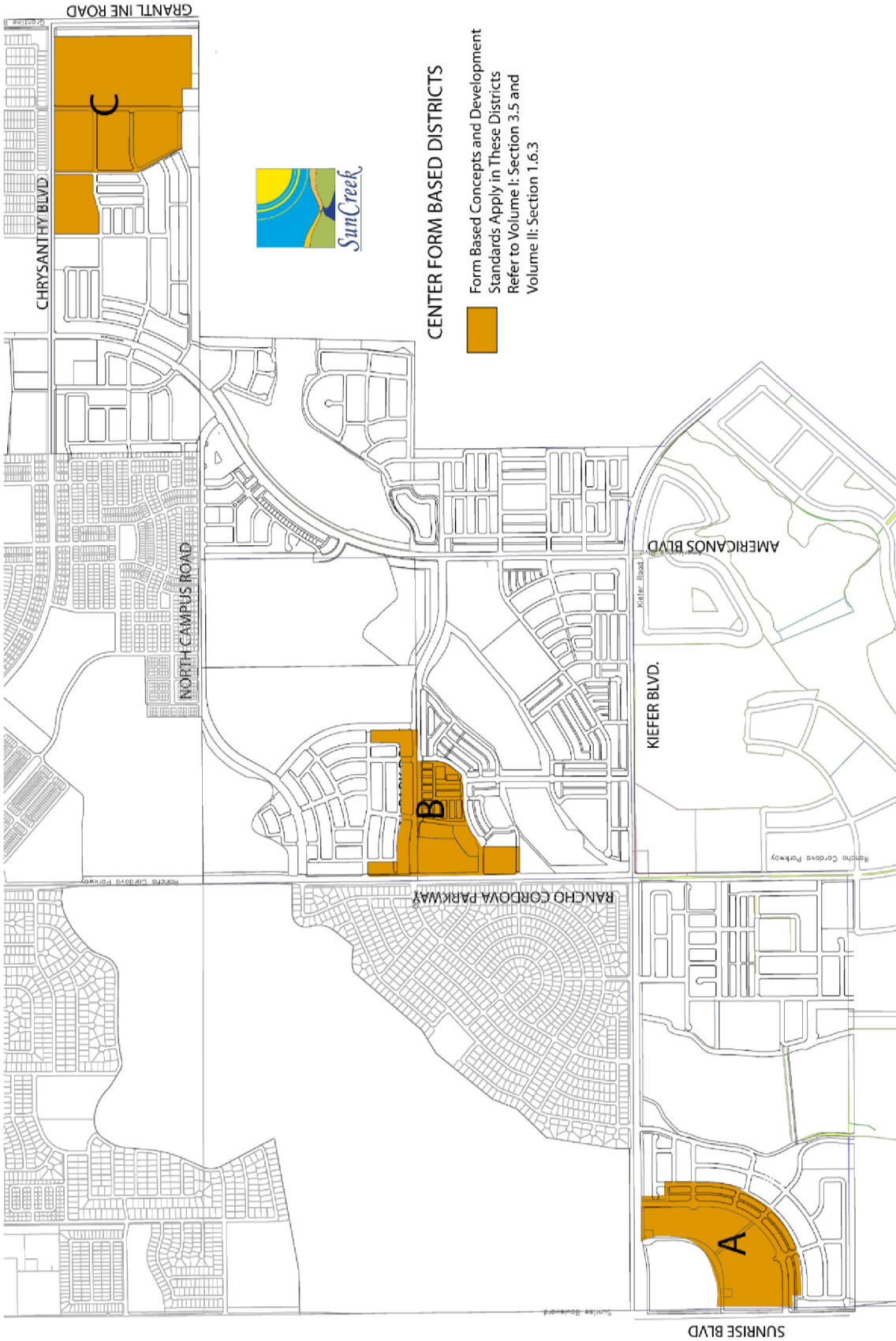
The SCSP includes three sub-areas (“districts”) that shall be regulated under the Rancho Cordova Municipal Code (RCMC) Title 23 Article 5, Form-Based Zoning Provisions. Figure 3-3 Center Form Based Districts identifies the three districts where this regulation applies. The districts include the Village Center (VC) and Regional Town Center (RTC) designations as well as any contiguous High Density Residential

(HDR) and Compact Medium Density Residential (CMDR) uses as shown in Figure 3-1, Specific Plan Land Use Designation.

3.3.1. Center Form Based Districts

“Form Based ” is a regulatory approach that enables development of a plan to include a mix of land uses under specific standards that directly define the form and character of development for a given location and set of conditions. The Center

Figure 3-3 Center Form Based Districts



Form Based Districts use the conventional zoning standards established for the RTC, VC, HDR, and MDR zone designations; but organize the application of these standards according to a vision of aggregated development patterns rather than individual land use categories. A form-based district goes beyond conventional zoning development standards by describing the physical outcome of the development in terms of street character, building relation to the street, and pedestrian friendliness and other factors.

“The form-based provisions are intended to facilitate the development of mixed-use projects and discourage isolated single-use projects that are not integrated with surrounding neighborhoods.” (RCMC, Article 5)

RCMC Table 23.310-1, Table 23.313-1, and Table 23.319-1 regulate the permitted land use in the Center Districts, with the exception that the SCSP prohibits residential use in the VC zone designation. Title 23, Article 5, Chapter 23.510-Village Center Zone Standards and Chapter 23.513 – Regional Town Center Zone Standards establish the essential development regulations of building heights, setbacks and other physical standards. Title 23, Article 5, Chapter 23.313-Residential Zoning Districts provides additional guidance on residential development standards for the HDR, CMDR and MDR districts

3.3.2. SunCreek Form Based Regulating Plan

The SCSP Volume II, Section 1.6 establishes the Center Form Based Regulating Plan. The plan provides design concepts that guide the preparation of a future development plan and includes the following components.

- A description of the intent and location of each of the form based zones provided in this chapter.
- The type of street and the treatment of edge conditions or “street typology” as defined in Chapter 4, Circulation and

applied in Volume II, Development Regulations.

- The type of building frontage treatment or “frontage typology” applied in Volume II, Development Regulations.
- The development standards applied to each Specific Plan land use category and the “Center” form based code district in Volume II, Development Regulations.

3.3.3. Administering Form Based Zoning

Development sites within form-based districts will not require special administrative procedures beyond those provided in Article 1 (Administration) of Title 23 of the RCMC. However, the form-based districts require more analysis than traditional zoning districts during the entitlement review process to determine compliance with the provisions of this chapter.

Development in any Center District shall require an integrated plan for that entire district that is consistent with the provisions of RCMC Section 23.504 et al.

3.4 APPLICATION OF ZONING

The SCSP assigns land use zoning and the rights to apply for development under such zoning only to properties in the SCSP.

An application for re-zoning subsequent to adoption of the SCSP may propose modification of streets and land use configuration for City consideration.

Figure 3-4 illustrates the ownership of properties in the Plan Area.

3.5 SPECIFIC PLAN LAND USE DESIGNATIONS DESCRIPTIONS

The following sections describe the SCSP land use designations that are summarized in Table 3-2 and illustrated in Figure 3-1. These include a range of residential categories, parks and open space, natural preserves, public and quasi-public uses, and non-residential and commercial categories.

3.5.1. Residential Categories

The SCSP includes a notable diversity in residential types, styles and configurations. Indeed, housing diversity is one of the hallmarks of this plan.

Multi-family dwellings occur in stand-alone configurations, and as integral components of mixed-use villages.

A variety of lot sizes, street orientation and garage access configurations are distributed throughout the plan. These lot sizes and configurations may change with the submittal of tentative maps.

Low Density Residential

The Low-Density Residential (LDR) category includes dwelling units in configurations up to six dwelling units per gross acre (exclusive of open space and adjacent collector streets). The density range allows substantial flexibility in selecting dwelling unit types and parcel configurations to suit particular site conditions and housing needs.

Medium Density Residential

The Medium Density Residential (MDR) category will provide a mix of housing types and densities ranging from 6.1 to 12 dwelling units per gross acre. Medium Density Residential includes single-family homes, duplexes and half-plexes, court housing, garden apartments, townhouses and condominiums. The most typical housing type will be small lot single-family detached, single-family attached (e.g., town homes, condominiums, brownstones), and small apartment complexes.

The density range allows substantial flexibility in selecting dwelling unit types and parcel configurations to suit particular site conditions and housing needs.

Compact Medium Density Residential

The Compact Medium Density Residential (CMDR) category includes dwelling units in densities of 12.1 to 18 units per gross acre that will result in compact urban forms. These may include detached cottages or cluster housing, but more typically will include common walls for all or a

significant portion of the units in a project. The sites designated for Compact Medium Density include row houses and small, low scale garden apartment dwellings.

Compact Medium Density is also located adjacent to commercial sites and will typically be within the “Center” form based designation described below. CMDR shall be regulated by the RCMC Title 23 Zoning Code, Article 5 Form Based Zoning Provisions, RCMC Title 23, Article 5, Chapter 23.313-Residential Zoning Districts, and supplemental development standards provided in Volume II: Development Regulations.

High Density Residential

High-Density Residential (HDR) development includes apartments and condominiums at densities of 26 to 40 dwelling units per acre. In order to be compliant with current state law regarding Regional Housing Needs Allocation (RHNA) requirements ensuring the availability of adequate high density zoned land, all High Density Residential acres in the SunCreek Specific plan area are designated as RHNA acres. The builder/developer must receive written authorization from the City to build at densities less than 26 units to the acre. With this authorization, High Density development may achieve as low as 18.1 dwelling units per acre where sites are constrained by size, configuration, access, parking standards, open space standards and other factors reflecting the actual market for multi-family housing.

There are seven High Density Residential sites identified in the plan. Four of these sites are adjacent to Village Center or Regional Town Center sites and are therefore within the “Center” form based designation described below. RCMC Title 23 Zoning Code, Article 5 Form Based Zoning Provisions, RCMC Title 23, Article 5, Chapter 23.313-Residential Zoning Districts, and Volume II: Development Regulations regulate these sites.

3.5.2. Public/Quasi-Public and Open Space Categories

Public/Quasi-Public

The Public/Quasi-Public category includes a variety of public and other land uses, including land owned by the City and other public agencies. Possible uses include civic buildings; schools, colleges, and universities; religious institutions; hospitals; museums; cemeteries; and others.

The SCSP includes three primary sites zoned Public/Quasi-public, Community Service (CS) uses. The SCSP designates the P/QP site on the Rancho Cordova Parkway south of Kiefer Boulevard for a fire station, but does not designate specific land uses on the other two primary P/QP sites. In addition to these three sites, the Plan identifies several small sites designated as P/QP for utilities such a water storage, detention, water or wastewater pumps and so forth.

All Public/Quasi Public (P/QP), Community Services (CS) uses, including schools, shall have an underlying land use designation of Medium Density Residential. In the event that a P/QP site is not required for its originally intended use, such land may be available for residential development. This allows flexibility in the location and shape of schools sites shown on the Land Use Map. The City shall consult with the affected public entity (if a specific entity exists), prior to release of a P/QP site for residential development. Following such consultation (if applicable), the City Council shall make a formal determination that the site is not required for the originally intended P/QP use. This typically will occur during the consideration of a Tentative Subdivision Map, but may also accompany an alternate discretionary action by the Council when a Tentative Map is not required. A similar process is required if the size or location of a proposed P/QP site is to be substantially modified.

The SCSP identifies land within the Parks and Open Space (POS) designation for active and passive recreational activities. This zone category also includes publicly accessible lands within lands

along the edge of natural resource preservation areas, detention basins, creek ways, and other passive uses. Open spaces may be multi-use depending on the season, such as an open turf area within a detention basin in areas subject to infrequent inundation.

The open space lands and parklands must comply with the standards established by the City of Rancho Cordova. The Cordova Recreation and Park District, and/or the City will administer parklands at the discretion of the City. The City of Rancho Cordova, in consultation with CRPD, will determine final park design, amenities, and improvements. The City will administer public and private ownership open space lands.

Natural Resources

The SunCreek Plan provides a substantial natural resource preservation area dedicated to protecting state and federally listed endangered and threatened species habitat consistent with the measures described in Chapter 6, Natural Resources. The preservation area extends diagonally through the project site as a continuous open space corridor.

The SCSP sets aside land within the Natural Resources category as natural habitat and will have no urban development placed upon it. Open space trails are typically adjacent to, rather than within, Natural Resource areas.

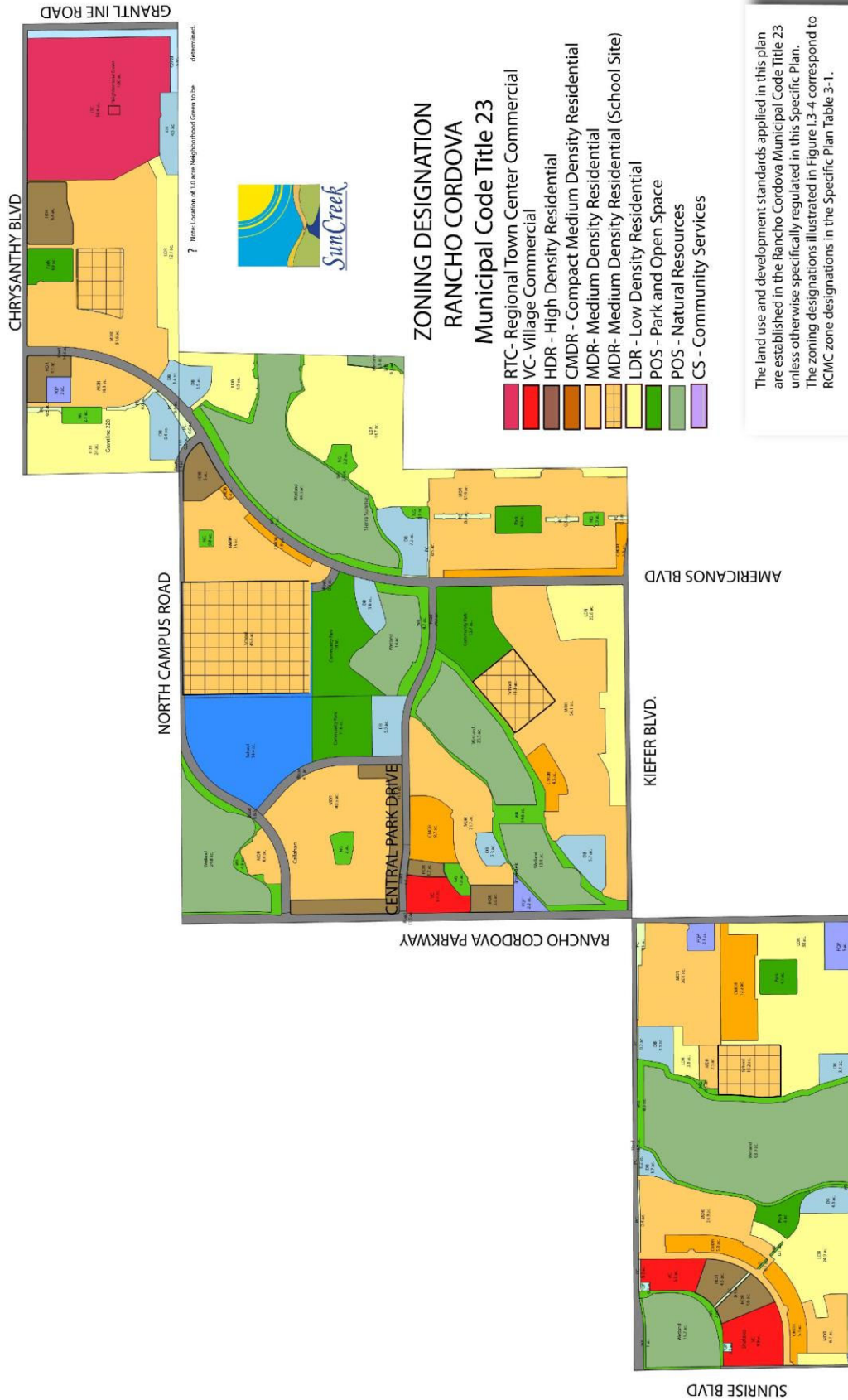
Chapter 6, Natural Resources describes the protection of the lands in the Natural Resource designation.

3.5.3. Non-Residential/Commercial Categories

Village Center

The Village Center category provides retail services, restaurant, entertainment and office employment uses as described in the City's building block concept. Village Centers serve the daily shopping needs of residents and may include small- and medium-size grocery stores, drug stores, restaurants, banks, and other similar uses.

Figure 3-4 Applied Zoning Designations



Regional Town Center

Development is pedestrian friendly with gathering places for both daytime and nighttime activities.

Village Center zones in the SCSP prohibit residential use. However, residential designated land (CMDR and HDR) within a Center Form Based District development confers residential development capacity consistent with the specific designation. A Center Form Based District may combine the development capacity of residential designated lands with the commercial development capacity Village Center lands to create an integrated mixed-use project.

A mixed-use development plan may be integrated vertically with different uses above one another, such as residential or office uses over a commercial use. Horizontal mixed uses are also permissible with side-by-side uses linked together through common walkways, plazas and parking areas.

The SunCreek plan includes two Village Center sites. Each is located along a major street and could emphasize transit-oriented development served by bus, bus rapid transit, a local shuttle or other transportation systems as the City may determine.

The sites are adjacent to high-density residential land use served by the pedestrian and bike trail network that connects the sites to the surrounding neighborhoods. Each of the sites has within it or nearby a small neighborhood scale park. These parks will add a visual amenity and leisure activities that will complement the retail and service businesses and the residential components of the center.

The RCMC Title 23 Zoning Code, Article 5 Form Based Zoning Provisions and supplemental development standards provided in Volume II: Development Regulations shall regulate Village Centers. All development in the VC zone shall require an integrated plan as specified in RCMC Section 23.504 et al.

Regional town centers meet a regional need for shopping, entertainment, and other large destination uses. They are strategically located for accessibility and range in size from 25 to 100 acres.

The SunCreek plan provides a 60-acre Regional Town Center on the southwest corner of Grant Line Road and Chrysanthy Blvd. This center will serve planned development in the southeast edge of the City. The Southeast Capital Connector is a regional roadway aligned on Grant Line Road adjacent to the Plan Area. Chrysanthy Boulevard will provide access from the site to Grant Line Road. The Regional Town Center (RTC) would provide the opportunity for a transit oriented development should Grant Line Road become a regional transit route.

The RCMC Title 23 Zoning Code, Article 5 Form Based Zoning Provisions and supplemental development standards provided in Volume II, Development Regulations shall regulate the Regional Town Center. All development in the RTC zone shall require an integrated plan as specified in RCMC Section 23.504 et al. The "Regulating Plan" must be adopted prior to any development in the respective VC or RTC center.

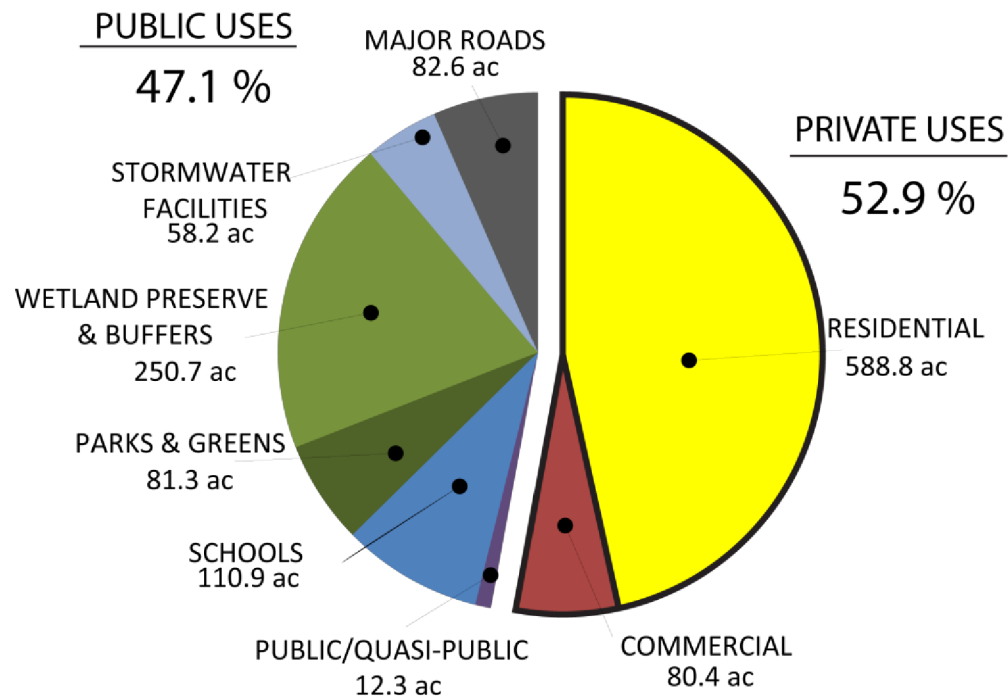
3.6 LAND USE SUMMARY TABLE

Table 3-3 summarizes the acreage, percentage of total acreage, maximum dwelling units per acre, and dwelling unit totals at full development of the SCSP. Figure 3-5 illustrates the proportion of land use by category

Table 3-4 summarizes the land use by owner. Figure 3-6 illustrates the ownership of land in the Plan Area.

Table 3-3 Land Use Summary

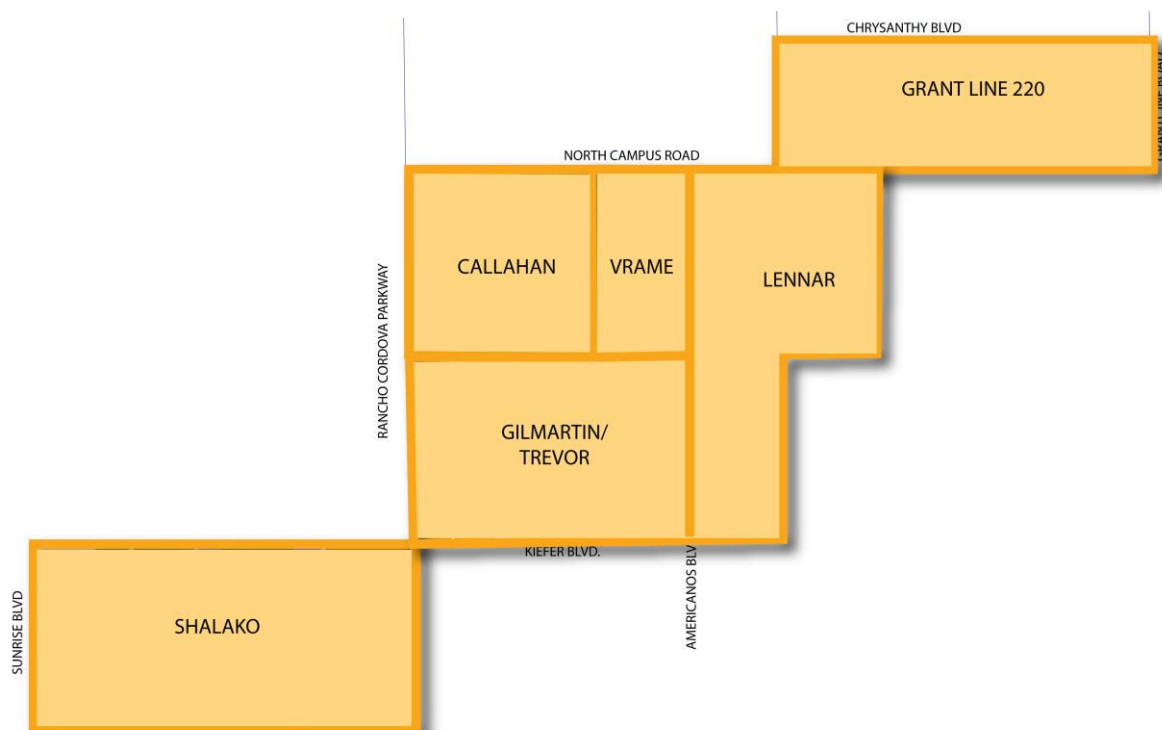
LAND USE CATEGORIES	AREA acres	Dwelling Units	Percent of Res Type	Percent of Total Area	Average Density per acre
LOW DENSITY (2.1 to 6 du/ac)	179.4	911	19.16%	14.2%	5.1
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	321.5	2,329	53.59%	25.4%	7.3
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	43.7	504	6.09%	3.4%	11.5
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	44.2	1,149	21.14%	3.5%	26.0
VILLAGE CENTER (VC)	22.0	0		1.7%	
REGIONAL TOWN CENTER (RTC)	58.4	0		4.6%	
PUBLIC/QUASI_PUBLIC	12.3	0		1.0%	
NEIGHBORHOOD GREEN	12.2	0		1.0%	
NEIGHBORHOOD PARK	17.0	0		1.3%	
COMMUNITY PARK	44.9	0		2.5%	
PARK CORRIDORS	7.0	0		0.6%	
WETLAND BUFFER/BIKE PATH CORRIDOR	45.6	0		3.6%	
DETENTION BASIN	53.5	0		4.2%	
STORM WATER CANAL	5	0		0.4%	
WETLAND PRESERVE	205.1	0		16.2%	
SCHOOL	110.9	0		8.8%	
MAJOR ROADS	82.6	0		6.5%	
TOTAL	1265.2	4,893		100.0%	

Figure 3-5 Land Use Allocation by Category

LAND USE

Table 3-4 Land Use by Owner

LAND USE	CALLAHAN		GILMARTIN/ TREVOR		SHALAKO		GRANTLINE 220		VRAME		SIERRA SUNRISE (Lennar)	
Categories	Acres	Units	Acres	Units	Acres	Units	Acres	Units	Acres	Units	Acres	Units
LOW DENSITY (2.1 to 6 du/ac)	0	0	22.6	162	66.0	304	36.1	133	0	0	54.7	312
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	44.9	500	77.8	592	60.2	324	61.7	442	0	0	76.9	471
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	0	0	13.0	153	22.8	218	0.0	0	0	0	7.9	133
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	11.8	307	5.4	140	9.1	237	12.9	335	0	0	5.0	130
VILLAGE CENTER (VC)	0	0	6.3		15.7	0	0	0	0	0	0	0
REGIONAL TOWN CENTER (RTC)	0		0.0		0		58.4		0		0	
PUBLIC/QUASI_PUBLIC	0		2.2		8.1		2.0		0		0	
NEIGHBORHOOD GREEN	2.0		1.8		0.5		3.1		0		4.8	
NEIGHBORHOOD PARK	0		0		8.1		4.9		0		4.0	
COMMUNITY PARK	11.3		15.7		0		0		17.4		0	
PARK CORRIDORS	0		0		2.9		1.5		0		2.6	
PRESERVE BUFFER	4.9		18.2		11.7		0		1.1		9.7	
DETENTION BASIN	6.2		8.0		13.2		11.3		3.4		11.4	
STORM WATER CANAL	0		0		0		5.0		0		0	
WETLAND PRESERVE	24.8		40.1		79.6		0		10.5		50.1	
SCHOOL	34.4		11.1		10.2		9.6		45.6		0	
MAJOR ROADS	20.1		18.0		13.3		14.3		2.1		14.8	
TOTALS	160.4	807	240.2	1047	321.4	1083	220.8	910	80.1	0	242.4	1046

Figure 3-5 Land Ownership in the Plan Area

3.7 SPECIFIC PLAN POLICIES

The following General Plan policies apply to the SCSP.

- Policy LU 1. Higher density and intensity land uses that support transit shall be located within one-half mile of major transit stations. Development shall be pedestrian- and transit-friendly with direct connections to transit. (GP Policy LU.1.7 and AQ.2.2.1).
- Policy LU 2. Similar uses shall be clustered into areas or districts that have common needs and that are compatible with one another to establish a form based land use organization and regulation. (GP Policy LU.2.3)
- Policy LU 3. Growth will occur based on market forces, infrastructure financing capacity, and the timing of the design, approval, and construction of transportation facilities and other infrastructure. (GP Policy LU.2.5)
- Policy LU 4. Retail shopping facilities shall be distributed in the Plan Area such that neighborhood services are distributed and integrated into the neighborhoods and that market demand is met without diminishing the viability of nearby commercial properties with the same customer base. (GP Policy LU.2.6)
- Policy LU 5. The Plan shall include sustainable development that reduces the impact of projects on energy, water, and transportation systems and encourages sustainable development to occur in ways that complement the built form. (GP Policy LU.2.7)
- Policy LU 6. Civic structures and uses shall have outstanding design that creates identity and serves as a catalyst and precedent for subsequent development. (GP Policy LU.3.2)

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I.4. CIRCULATION

4.1 PURPOSE

The Circulation Chapter describes all components of the circulation system in the plan. The SunCreek Specific Plan (SCSP) treats the project roadway network, bicycle and pedestrian routes, and transit facilities and services as equally important. The approach to all circulation components and the land use plan proposed in this plan are coordinated to benefit the quality of life, public safety, energy costs, time costs, and air quality within the community.

4.2 CIRCULATION OBJECTIVES

The circulation objectives addressed in this Chapter respond to issues identified in the Rancho Cordova General Plan.

- **Community character.** The roads and pedestrian/bikeway networks are among the most visible elements that connect the overall community. SunCreek Parkway and the other pedestrian/bikeway corridors are signature features in the plan.
- **Safety and efficiency.** The road network provides adequate lane capacity and intersections for vehicle movement but includes traffic calming measures to promote pedestrian friendly streets that minimize potential vehicle and pedestrian/bicyclist conflicts.
- **Reduce the use of automobiles.** Reducing the use of automobiles in everyday life is accomplished by providing convenient,

safe, and attractive alternatives. The SCSP emphasizes pedestrian and bicycle use, access to public transit, and use of alternative vehicles as viable options to use of automobiles.

- **Coordination of land use and circulation.** Trip destinations such as schools, parks, jobs, shopping and commercial services are located where they are convenient to the residences to facilitate walking or bicycling. Higher density residential uses and major trip destinations are located along potential transit routes.
- **Direct routes and connectivity.** The street and pedestrian/bikeway network provides a convenient, reasonably direct, safe, and attractive route to major destinations.
- **Transportation diversity.** The SunCreek Specific Plan will accommodate the transportation options available to residents.

4.3 PLANNING CONTEXT

The surrounding road network, planned road improvements, and planned public transit opportunities establish the planning context for the SCSP.

The SCSP will develop during a time of change. Automobiles will continue to be a primary mode of transportation, but new communities must also facilitate and encourage the use of transportation alternatives.

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New technologies in transportation and communications will influence the choices individuals make in selecting their daily means of transportation. Fuel prices are a significant factor for individuals and businesses in deciding whether to curtail all but essential trips, and which mode of transportation to use. Increased travel costs will result in demands for more efficient transportation systems, and for communities designed to facilitate and enhance alternatives to automobile use in a resident's daily life.

Transportation alternatives designed into the SunCreek community including alternative personal vehicles, public transportation, and walking and bicycling. These will reduce the need to rely on private automobiles as the sole source of personal transportation.

4.3.1. Related Plans and Programs

The SunCreek Specific Plan is the contemporary of several planning activities within the City of Rancho Cordova and throughout the Sacramento region. These planning activities set the framework for circulation planning within the SCSP.

- **The Regional Metropolitan Transportation Plan (MTP).** The MTP is long-range plan for transportation improvements in the greater six-county Sacramento region. The MTP includes major transportation improvements that will affect the traffic capacity of routes serving the SunCreek Plan Area.

In addition to the regional transportation planning programs, the City of Rancho Cordova has adopted standards and plans that guide the SunCreek transportation plan and improvements.

Applicants within the Specific Plan should consult these other plans in preparation of tentative maps.

- **Rancho Cordova Transit Master Plan.** This Plan designates the City's preferred transit system and is an implementing part of the General Plan.

- **Rancho Cordova Pedestrian Master Plan.** The City of Rancho Cordova Pedestrian Master Plan (March 2011) is identified in the Circulation Element of the City's General Plan. The Pedestrian Master Plan combines with the Bicycle Master Plan and the Transit Master Plan to organize projects and programs that will serve alternative travel modes.

The Pedestrian Master Plan will establish policies, programs, and projects to improve the pedestrian system within the City of Rancho Cordova.

- **Rancho Cordova Bicycle Master Plan.** The City of Rancho Cordova Bicycle Master Plan (March 2011) carries forward cycling policies and goals that were initiated in the City's General Plan, the Transit Master Plan and Pedestrian Master Plan. The Bike Plan continues to shape the City's goal of providing safe and attractive alternative modes for travel.

The SCSP is consistent with the Bicycle Master Plan and provides additional detail about the existing facilities, planned improvements, and priorities, phasing, and funding to build the bicycle network.

- **Rancho Cordova Street Design Standards.** The Street Design Standards establish details regarding the design of all types of roadways within the City consistent with the General Plan.

- **Rancho Cordova Improvement Standards.** The Improvement Standards establish detailed design and construction requirements for the City's transportation system consistent with the General Plan and Street Design Standards.

4.3.2. Existing and Planned Roads

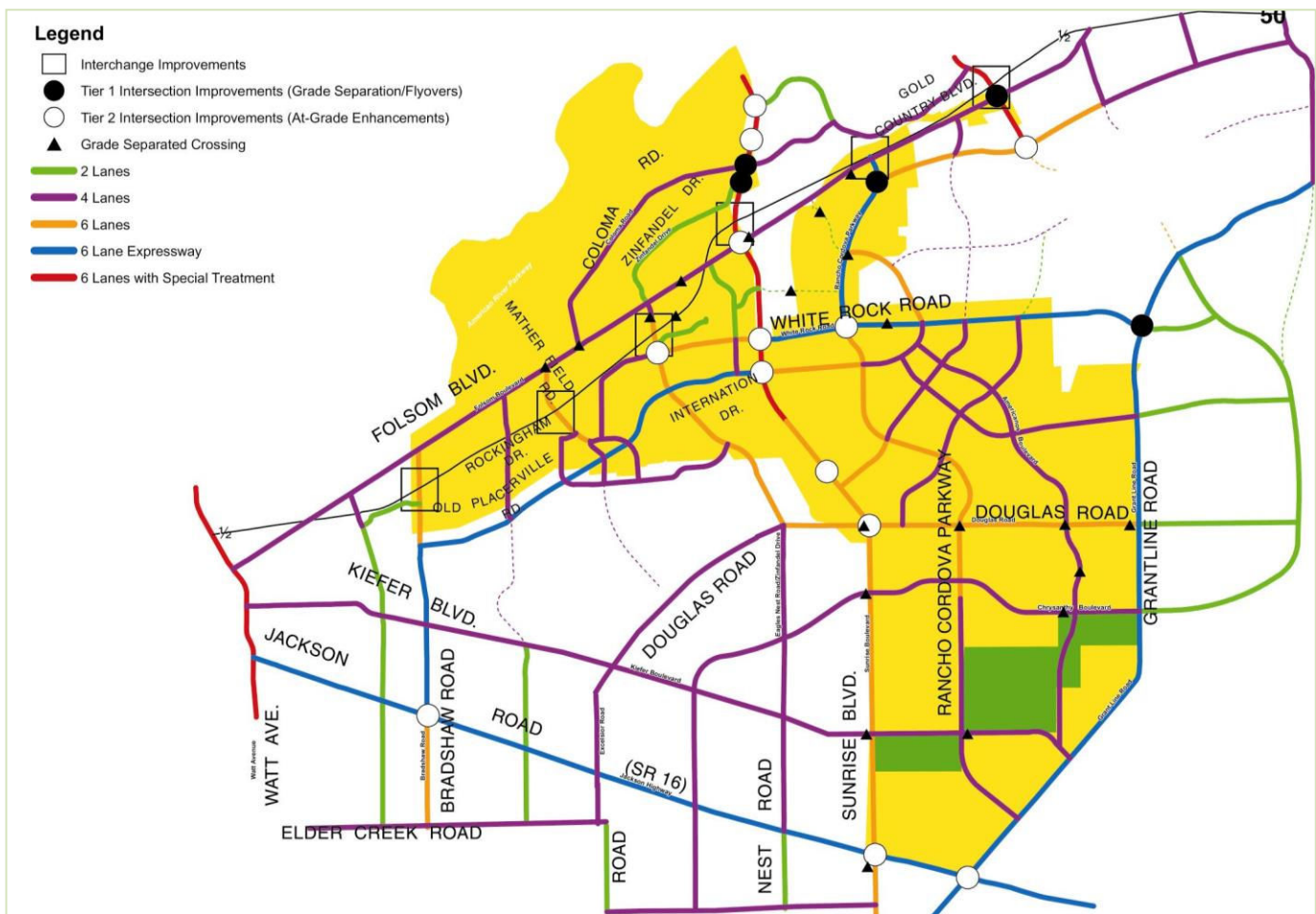
Existing and planned arterial streets in or near the Plan Area include Grantline Road, Sunrise Boulevard, Rancho Cordova Parkway, Chrysanthy

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Boulevard, Americanos Boulevard, and Kiefer Boulevard. Chrysanthy Boulevard and Americanos Boulevard are new road alignments established in the Sunrise Douglas Community Plan. Sunrise Boulevard, Grantline Road, and Kiefer Boulevard are part of the regional road system as identified in Figure 4-1.

• **Capital Southeast Connector Study.** The Metropolitan Transportation Plan (MTP) includes a multi-modal transportation corridor that connects Elk Grove, Rancho Cordova, and El Dorado Hills. The connector will link residential areas and employment centers to relieve congestion on the heavily congested existing two-lane roadways that currently serve the corridor. The connector will become a major route in the region and could create nodes of major activity along the route that abuts the east edge of the SunCreek Plan Area.

Figure 4-1 Primary Road Network



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4.4 STREETS PLAN

The SunCreek Plan includes several street configurations that serve a variety of needs. The configurations will not only accommodate the traffic capacity projected for a given location, but also enhance the community character and pedestrian space along the streets.

4.4.1. Street Master Plan

The streets are a hierarchy of size and characteristics that extends the existing major street pattern in this part of the city into the Plan Area. The street plan responds to the location of environmental protection areas and the distribution of major activity nodes in the plan, as shown in Figure 4-1. The primary street network is consistent with the General Plan description of a “modified grid” system of major roadways at approximate one-mile spacing and connector roads at approximate quarter-mile spacing.

The minor arterial and collector street grid system within the Plan Area will avoid wetland natural open space features in permanent open space. These streets will align with existing and planned street intersections in the adjacent established plan areas.

Sunrise Boulevard, Kiefer Boulevard, Rancho Cordova Parkway and Chrysanthy Boulevard conform to the one-mile grid, but Americanos Boulevard curves significantly to avoid wetland resources.

Figure 4-2 illustrates the combined Street Master Plan, and Bikeway and Trails Master Plan to show the interconnections between these two systems.

Figure 4-3 illustrates the Street Master Plan alone.

4.4.2. Signalization

Traffic impact analysis and future warrants analysis will determine the signalization of major intersections. Figure 4-2 and 4-3 identify the anticipated signal locations.

4.4.3. Street Typology

The following discussion of streets describes the typical standards for the number and width of lanes. There are variations on the basic street types described in this chapter depending on the type of building form that abuts the street. For example, a street type that has the capacity to carry a certain volume of traffic may have wider setbacks to the sidewalk where the intent is to move traffic through quickly. That same street section may have sidewalks and buildings closer to the street where the intent is to slow traffic and create a more pedestrian friendly environment.

Chapter 5 Community Character (Section 5.11) and in Volume II, Development Regulations further describe the intended relationship of each street type to adjacent land use.

Arterial Streets

Arterial streets will be four or six lanes wide at full development. Landscaped median and landscaped pedestrian corridors along both sides are typical.

Arterial streets typically pass through different land use conditions. Consequently, the street configuration may change from one location to another.

Figures 4-4 and 4-5 show a street section for Rancho Cordova Parkway and a typical street section for the four-lane Minor Arterial Street configuration, respectively.

CIRCULATION

Figure 4-2 Combined Major Streets Master Plan and Trails

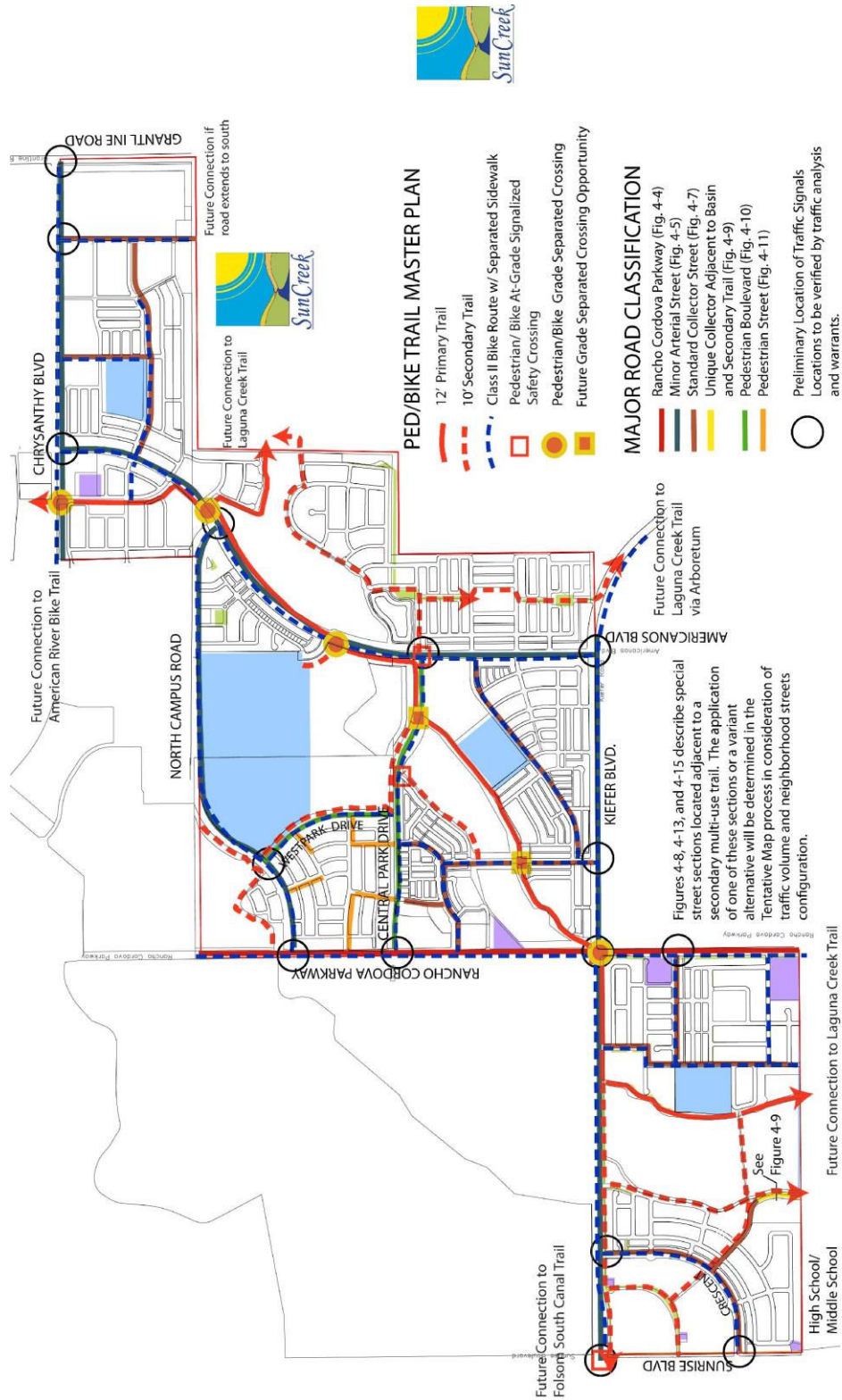
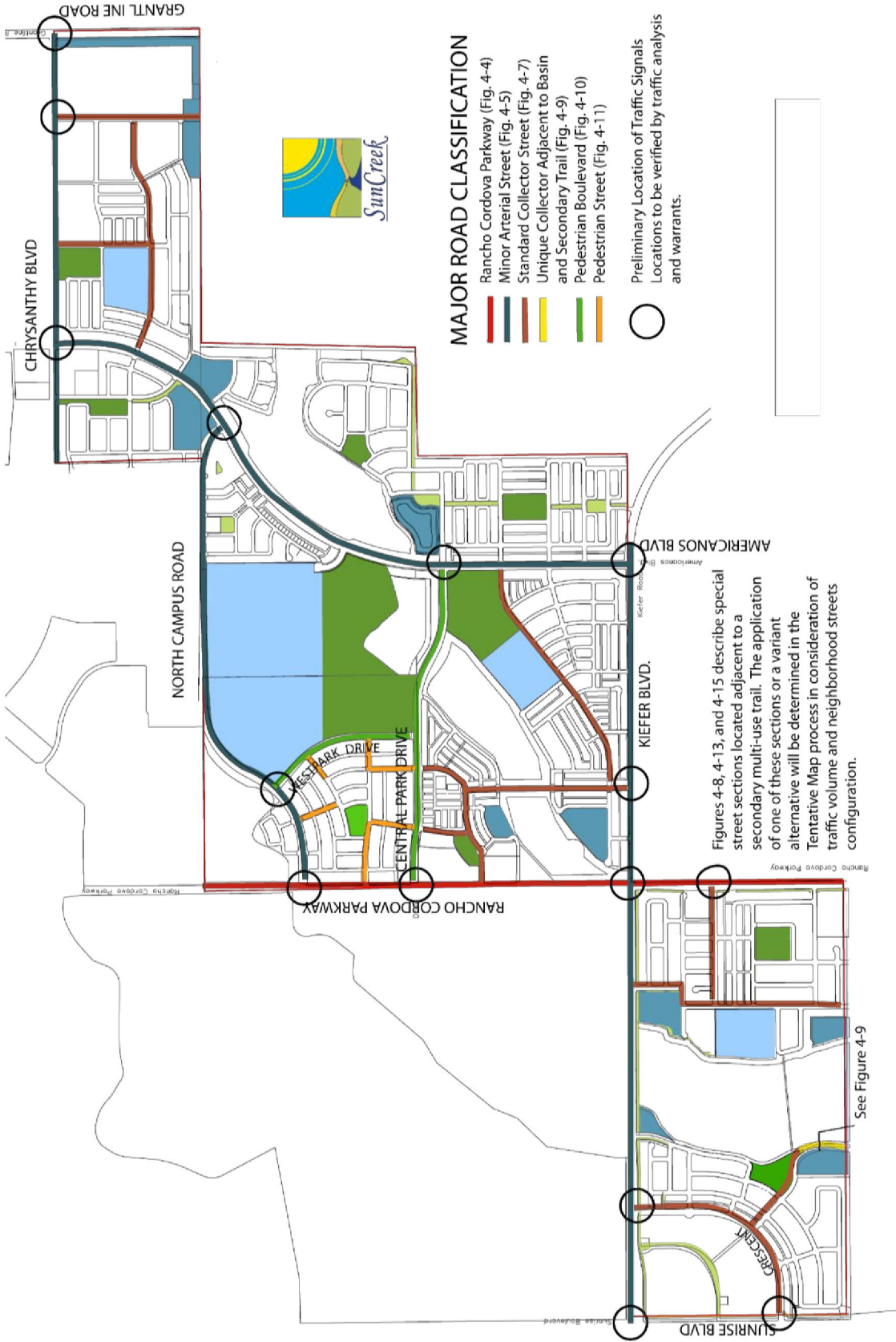
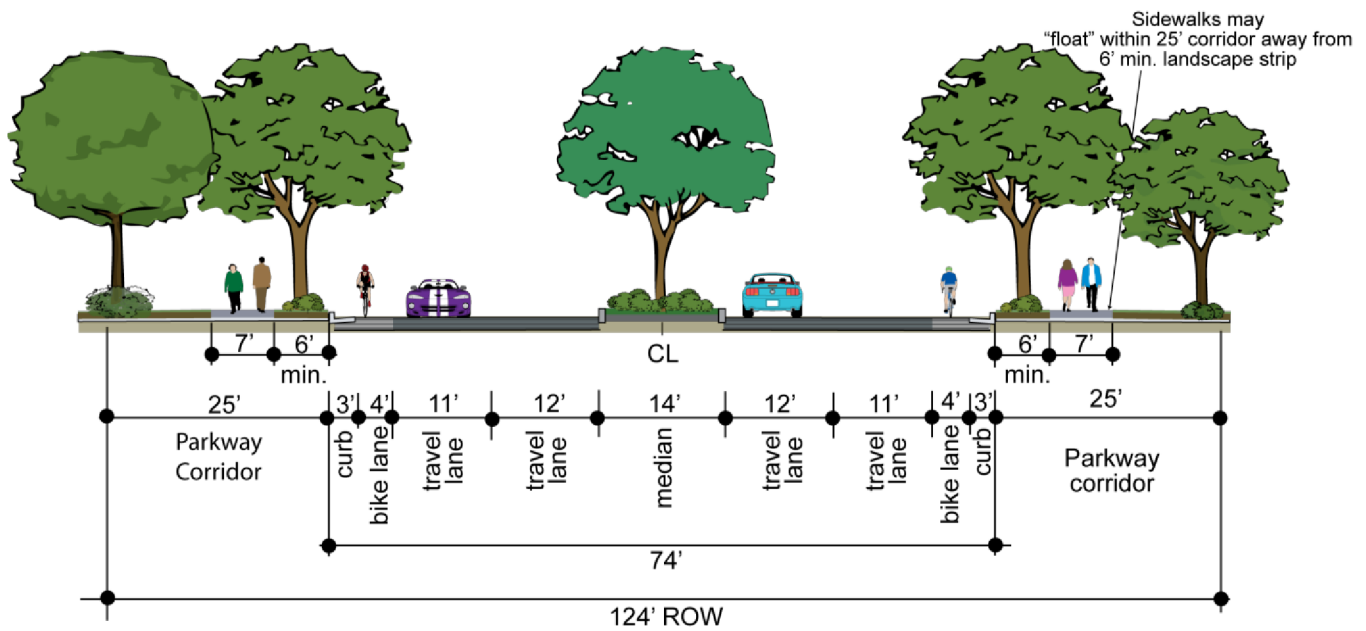


Figure 4-3 Major Streets Master Plan



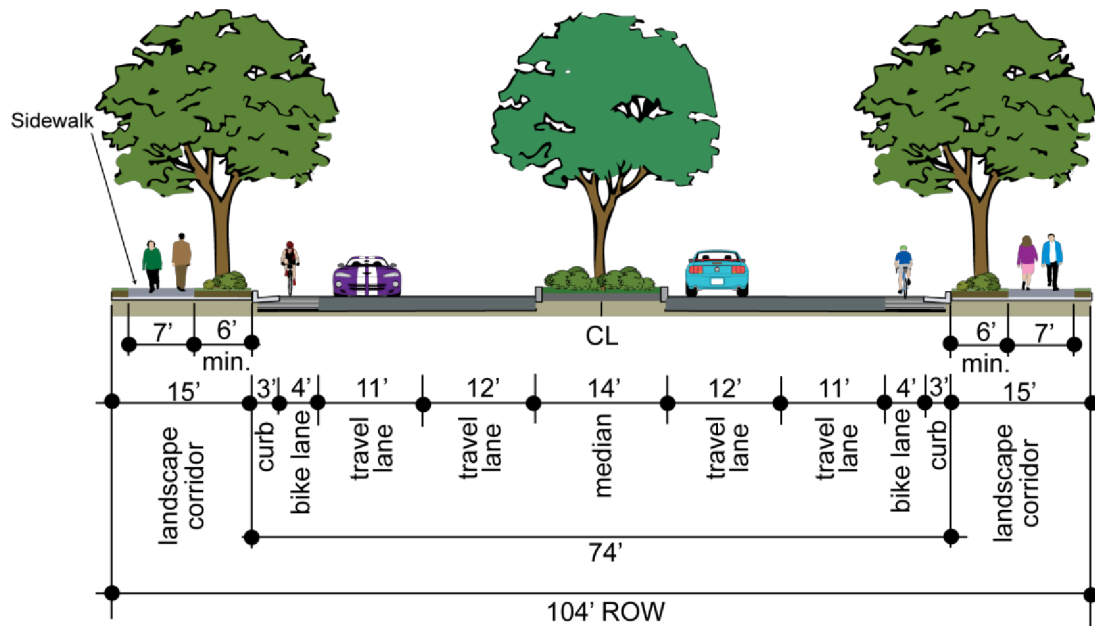
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Figure 4-4 Rancho Cordova Parkway



Note: Curb and gutter is included in the bike lane width requirements

Figure 4-5 Minor Arterial (Typical)

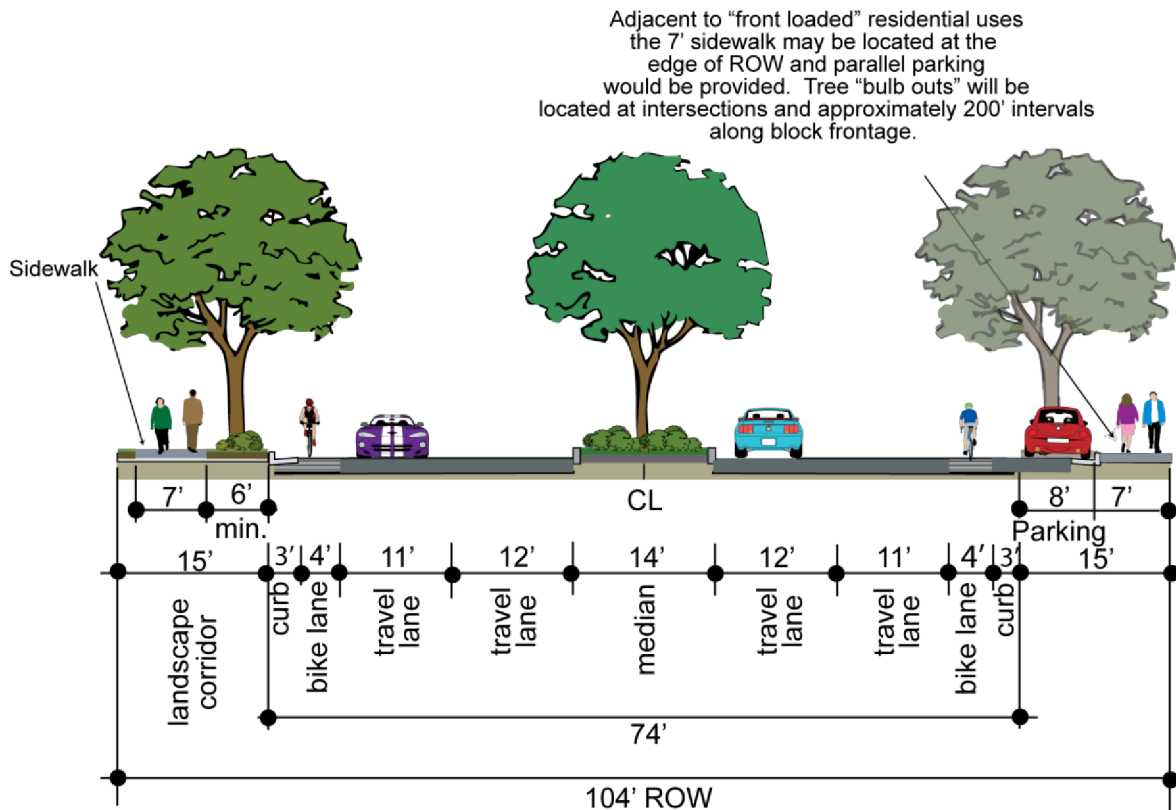


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Driveways for single-family residences shall not be allowed on an arterial street. Residential uses adjacent to an arterial street are typically alley loaded, or are oriented with the side or rear lot to the arterial street. The opportunity to provide on-street parking is limited. Design alternatives that allow on-street parking on Minor Arterial streets will be reviewed in the Tentative Map and may be allowed based on lower traffic volumes along Minor Arterial roads. Figure 4-6 illustrates one alternative approach that may be

considered. In this example, the sidewalk may be located at the edge of ROW and a parallel parking lane may be provided in the ROW. Street trees will be located in "bulb outs" in the parking lane at intersections at mid-block locations to achieve an average spacing of approximately 400' between trees. Public Works may consider other parking options in the Tentative Map. The location of driveways and median cuts will be subject to Public Works Arterial Access Standards.

Figure 4-6 Optional Minor Arterial with Parking Fronting on Multi-family Residential Use



Collector Streets

Collector streets connect the local residential streets within neighborhoods to the arterial streets. The SunCreek Plan uses collector streets as pedestrian corridors by providing a 7-foot

sidewalk setback from the street, on street parking and a bike lane.

Collector streets typically include two traffic lanes, a median, bicycle lanes, a landscape corridor and seven-foot wide sidewalks on both sides, as shown in Figure 4-7. Figure 4-8 illustrates a

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special condition where the street is adjacent to the secondary trail network. Application of Figure 4-8 or other alternative street sections adjacent to a secondary trail will be determined in the Tentative Map based on traffic volume and neighborhood street configuration. Figure 4-9 illustrates a unique condition where the street is located between a detention basin and a

secondary multi-use trail.

Figure 4-10 illustrates the Pedestrian Boulevard, a special collector street used on Central Park Drive and Westpark Drive to provide a distinctive pedestrian corridor linking the Local Town Center to the Community Park and high school. The street includes a secondary tree line behind the sidewalk and on-street parking.

Figure 4-7 Standard Collector Street

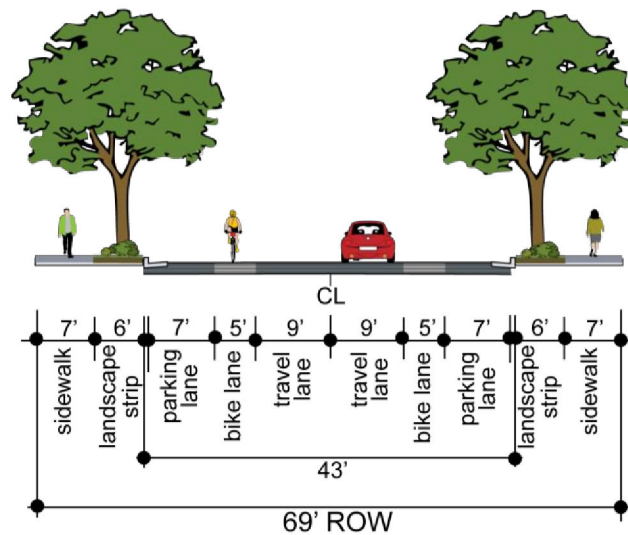
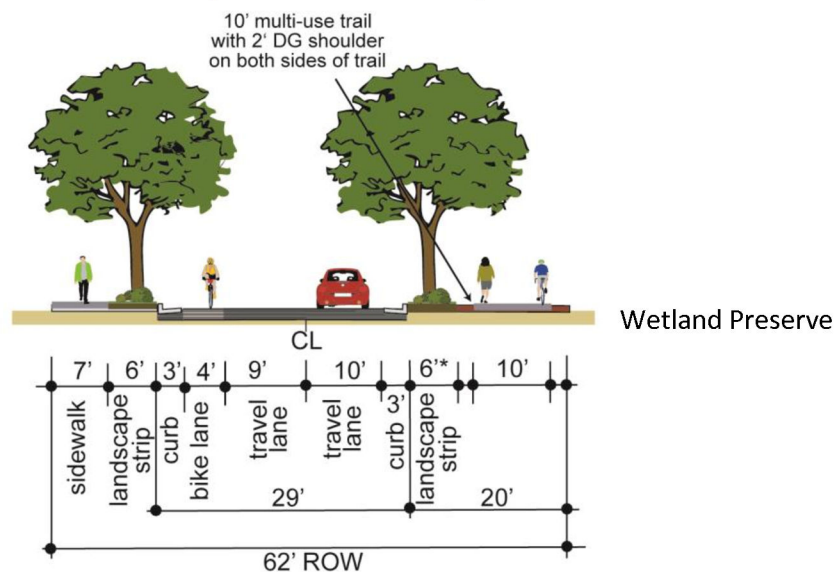


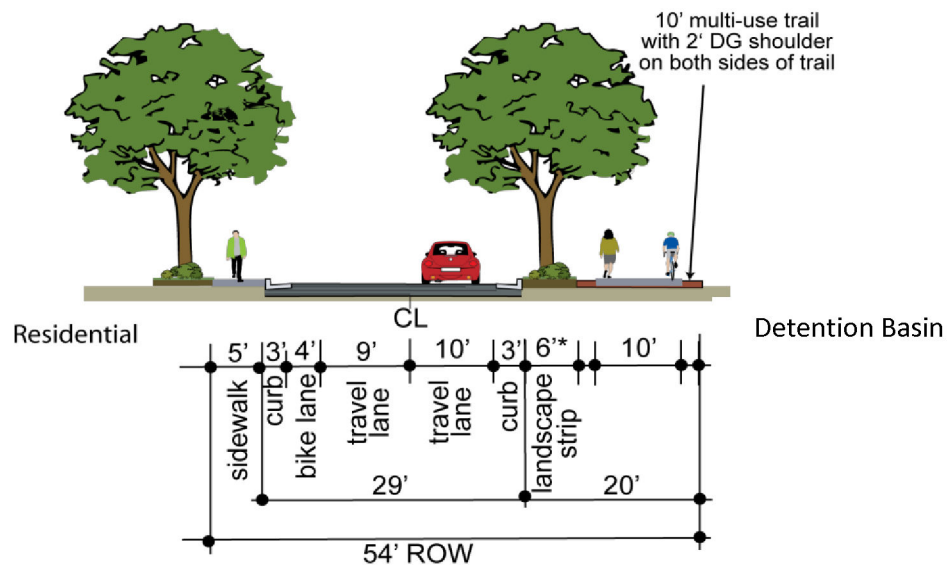
Figure 4-8 Standard Collector Street Adjacent to Secondary Bike Trail



*Note: The landscape corridor adjacent to the 10' multi-use trail shall be a minimum of 6' and may be greater as the trail is located as near the wetland boundary as permitted by the USACE permit and site conditions. In some instances the landscape strip may be reduced to 2' for the DG path shoulder. Such reductions in the landscape corridor shall be limited to that area required to accommodate and protect wetland areas, and manage drainage.

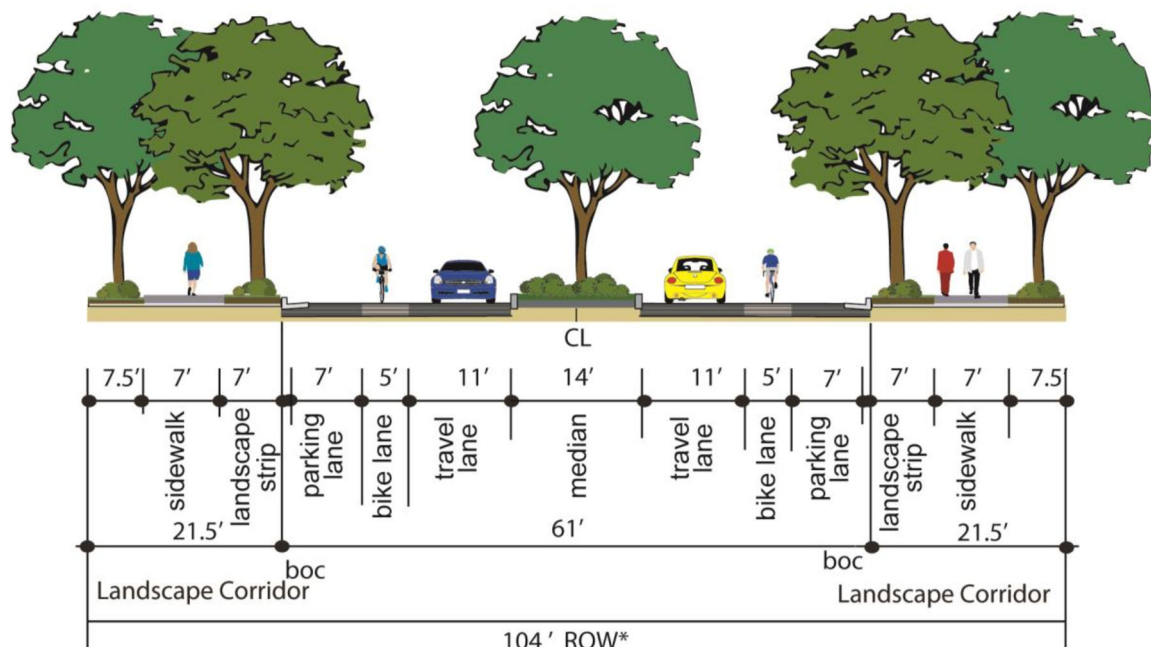
CIRCULATION

Figure 4-9 Collector Located Adjacent to Detention Basin and Secondary Trail



*Note: The landscape corridor adjacent to the 10' multi-use trail shall be a minimum of 6' and may be greater as the trail is located as near the wetland preserve boundary as permitted by the USACE permit and site conditions. In some instances the landscape strip may be reduced to 2' for the DG path shoulder. Such reductions in the landscape corridor shall be limited to that area required to accommodate and protect wetland areas, and manage drainage.

Figure 4-10 Pedestrian Boulevard (Central Park Drive and Westpark Drive)



*Parking lanes may be omitted at or near main project entries and at internal intersections resulting in a 90' ROW.

Note: Curb and gutter is included in the bike lane width requirements in all street sections.

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Pedestrian Streets

Pedestrian streets are a special class of standard residential street with an enhanced pedestrian corridor. The street type will enhance the pedestrian and vehicular entry to a subdivision or village area, such as where a street approaches a park or neighborhood green. The pedestrian street includes ten-foot wide travel lanes and a Class II bike lane on both sides. A six-foot wide planting strip and sidewalk will be provided on both sides. In some locations, an additional landscape strip may be located behind the sidewalk on one side to provide a twenty-foot (20') wide landscape corridor with a secondary street tree canopy on one side of the street as shown in Figure 4-11. The corridor provides space for a six-foot wide (6') sidewalk, and canopy trees to create an enhanced pedestrian corridor.

Residential Streets

The Plan Area will include two residential street classifications. The standard residential street with

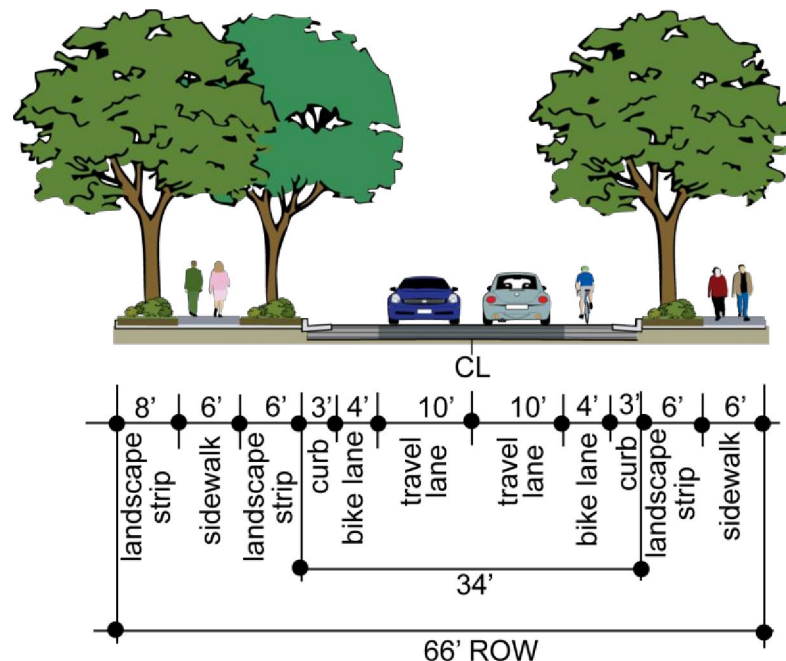
detached sidewalks will include a 57-foot right-of-way (back of walk to back of walk) with a thirty-three (33) foot wide paved section, curbs and a six (6) foot sidewalk. Figure 4-12 illustrates the Standard Residential Street.

Minor residential streets with attached sidewalks will have a forty-two (42) foot right-of-way (measured from back of walk to back of walk) that includes two travel lanes, a parking lane, and a five-foot sidewalk on both sides. Figure 4-14 illustrates the Minor Residential Street.

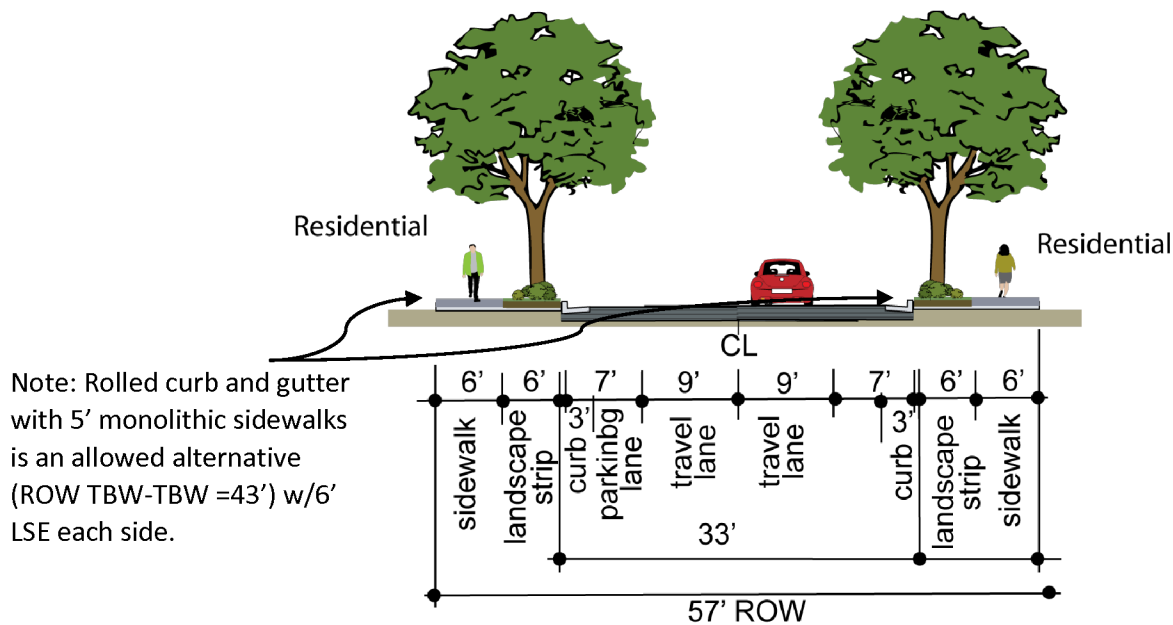
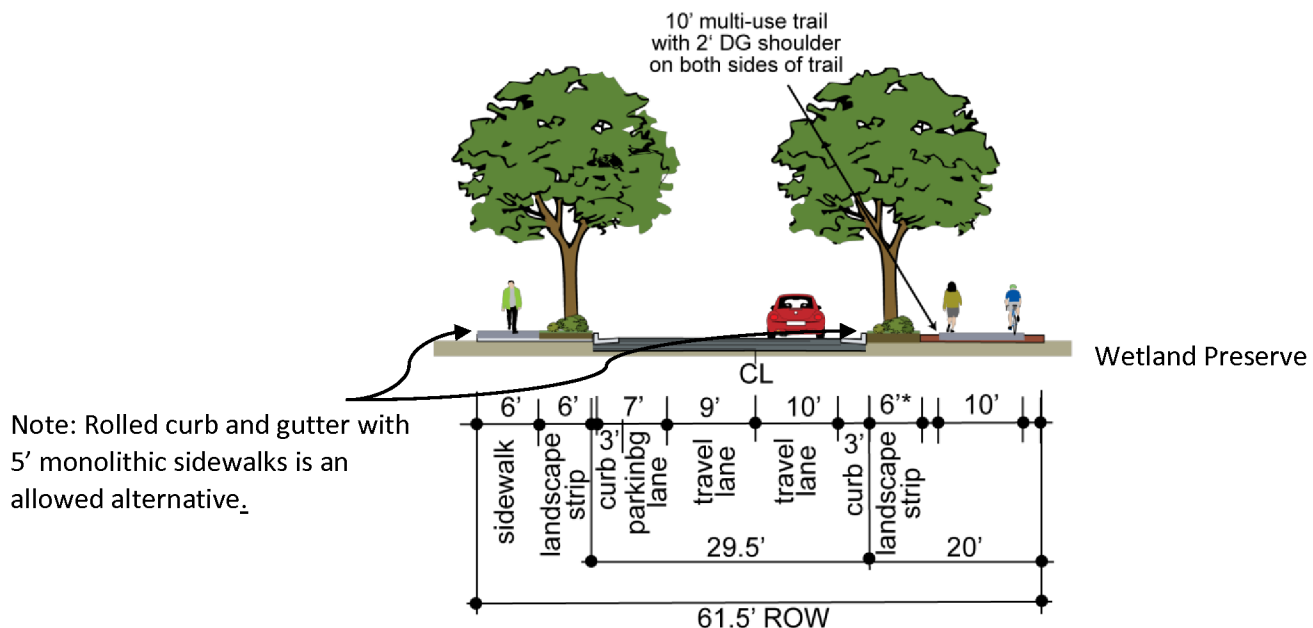
Figures 4-8, 4-13, and 4-15 illustrate where residential and collector streets are adjacent to an open space area and incorporate a secondary multi-use trail in lieu of a standard sidewalk on the open space side. Parking is prohibited on the open space side to allow additional space for the multi-use trail and associated landscaping.

Table 4-1 summarizes the standards for all streets and landscape corridors.

Figure 4-11 Pedestrian Street



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Figure 4-12 Standard Residential Street**Figure 4-13 Standard Residential Street Adjacent to Secondary Trail in Open Space**

*Note: The landscape corridor adjacent to the 10' multi-use trail shall be a minimum of 6' and may be greater as the trail is located as near the wetland boundary as permitted by the USACE permit and site conditions. In some instances the landscape strip may be reduced to 2' for the DG path shoulder. Such reductions in the landscape corridor shall be limited to that area required to accommodate and protect wetland areas, and manage drainage.

CIRCULATION

Figure 4-14 Minor Residential Street

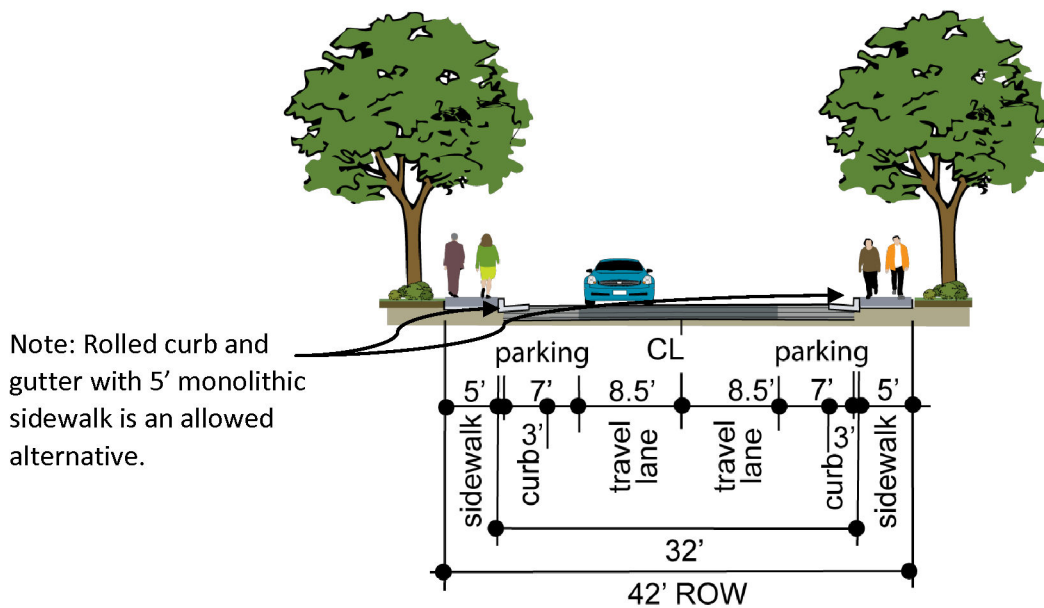
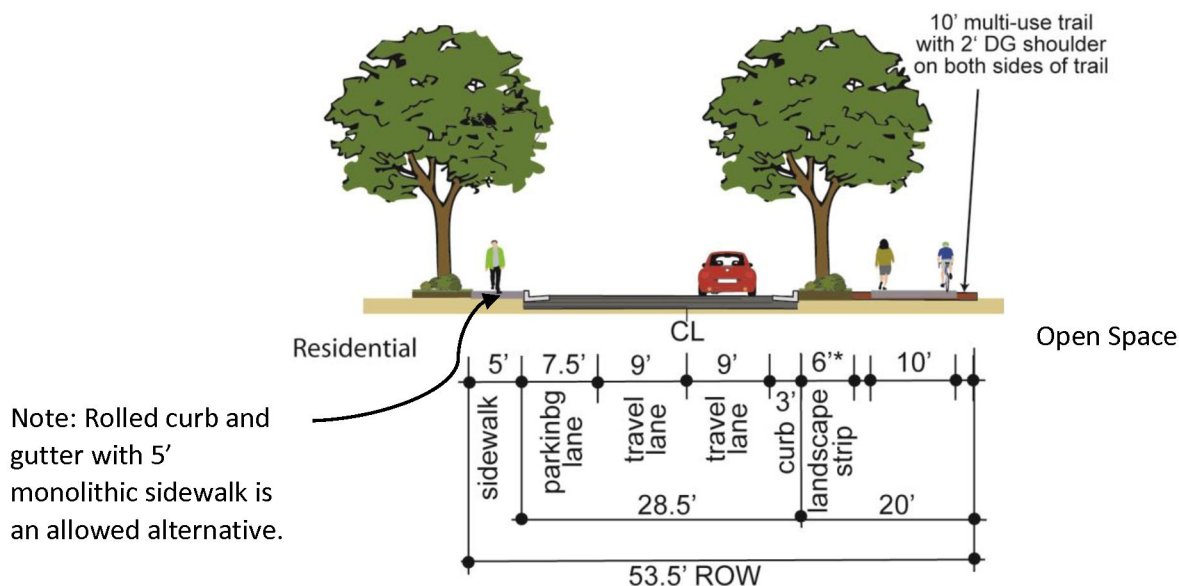


Figure 4-15 Minor Residential Street Adjacent to Secondary Trail in Open Space



*Note: The landscape corridor adjacent to the 10' multi-use trail shall be a minimum of 6' and may be greater as the trail is located as near the wetland boundary as permitted by the USACE permit and site conditions. In some instances the landscape strip may be reduced to 2' for the DG path shoulder. Such reductions in the landscape corridor shall be limited to that area required to accommodate and protect wetland areas, and manage drainage.

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Table 4-1 Summary of Street Standards

	Collector Street Adjacent to Basin and Secondary Trail	Standard Collector Street Adjacent to Secondary Trail	Standard Collector Street	Minor Arterial w/ parking	Minor Arterial	Rancho Cordova Parkway
Figure Number	4-9	4-8	4-7	4-6	4-5	4-4
Average Daily Traffic (ADT)	< 13,000	< 13,000	< 13,000	< 32,500 ¹ .	< 32,500	<32,500
Speed Limit	25-35 mph	25-35 mph	25-35 mph	35-45 mph	35-45 mph	45 mph
Number of Travel Lanes	2	2	2	4	4	4
Width (back-to-back of curb)	29'	29'	43'	74'	74'	74'
Width (Total ROW)	54'	62'	69'	104'	104'	124'
On Street Parking Allowed	No	No	Yes	Yes ² .	No	No
Parking Lane Width (includes curb and gutter)	None	None	7.5'	8.5'	None	None
Bike Lane Width (4' lane plus 2.5' gutter pan)	4' + 2.5' gutter pan	4' one side, 10' secondary trail	5'	4' + 2.5' gutter pan	4' + 2.5' gutter pan	' 4' + 2.5' gutter pan
Travel Lane Width	9'/10'	9'/10'	9'	11' (12' inside)	11' (12' inside)	11' (12' inside)
Left-Turn Lane Width (at intersections)	10'	10'	10'	10'	10'	10'
Striping Required	Yes	Yes	Yes	Yes	Yes	Yes
Raised Median (face-to-face of curb)	None	None	None	14'	14'	14'
Sidewalk Width	5'	7' on one side, 10' secondary trail	7'	7'	7'	7'
Detached Sidewalk Required	No	Yes	Yes	Yes	Yes	Yes
Landscape Strip Width ² .	6' min. ³ .	6' min. ³ .	6'	15' incl. sidewalk or parking	15' incl. sidewalk	25' incl. sidewalk

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Table 4-1 Summary of Street Standards (continued)

	Minor Residential Streets Adjacent to Secondary Trail	Minor Residential Streets	Standard Residential Streets Adjacent to Secondary Trail	Standard Residential Streets	Pedestrian Streets	Pedestrian Boulevard
Figure Number	4-15	4-14	4-13	4-12	4-11	4-10
Average Daily Traffic (ADT)	< 2,000	< 2,000	<7,000	< 7,000	<7,000	< 13,000
Speed Limit	25 mph	25 mph	25 mph	25 mph	25 mph	35 mph
Number of Travel Lanes	2	2	2	2	2	2
Width (back-to-back of curb)	28.5'	32'	29.5'	33'	34'	61
Width (Total ROW)	53.5'	42'	61.5'	57'	66'	104
On Street Parking Allowed	Yes on residential No adjacent to open space	Yes	Parking on residential side only	Yes	No	Yes
Parking Lane Width (includes curb and gutter)	7.5'	7.5'	7.5'	7.5'	None	7.5'
Bike Lane Width (4' lane + 2.5' gutter pan)	None, 10' secondary trail adjacent	None	None	None	4' + 2.5' gutter pan	5'
Travel Lane Width	9'/9'	8.5'	9'/10'	9'	10'	11'
Left-Turn Lane Width (at intersections)	None	None	None	None	None	10'
Striping Required	No	No	No	No	Yes	Yes
Raised Median (face-to-face of curb)	None	None	None	None	None	14'
Sidewalk Width	5' on residential side, 10' secondary trail	5'	6' on residential side, 10' secondary trail	6'	6'	7'
Detached Sidewalk Required	No	No	Yes	Yes	Yes	Yes
Landscape Strip Width ² .	6', may be reduced to 2' adjacent to open space	None	6', may be reduced to 2' adjacent to open space	6'	20'option on one side /12' incl. sidewalk	6' min.

1. Adjacent to alley loaded residential only.

2. Landscape widths may be reduced at pinch points.

3. City may require 6' strip inside shoulder in-lieu of constructing one-half of a median on arterials and parkways.

4.5 TRAFFIC CALMING MEASURES

Collector streets and residential streets may include traffic calming devices to slow traffic and discourage non-resident traffic in neighborhoods. The measures also enhance the pedestrian experience, and thereby encourage people to walk by slowing traffic and provide shorter crossing distances at intersections.

The City has prepared a Neighborhood Traffic Management Plan (NTMP) that addresses traffic calming Chapter 7 of the NTMP identifies approaches for traffic calming in new neighborhoods. Please refer to <http://www.cityofranchocordova.org/Index.aspx?page=138>. The potential traffic calming measures may include but are not limited to the following examples.

4.5.1. Traffic Circles and Roundabouts

Traffic circles and roundabouts will be located at selected intersections of collector streets and primary residential streets within the Plan Area. Figure 4-16 illustrates a typical, conceptual traffic circle design. The specific design of these features will vary depending on the local street configurations and therefore, the design will be included in the tentative subdivision map and final map for the affected subdivision. Such features will be developed at the discretion of the project applicant and City Engineer at the time of improvement plan approval.

4.5.2. Intersection Bulb-outs and Lane Width Restrictions

Bulb-outs and lane width restrictions may be used at residential street intersections to slow traffic within neighborhoods. Figure 4-17 illustrates a

typical intersection bulb-out design. The tentative subdivision map and final map for the affected subdivision will address location and specific design of these features. Such features are not mandatory, and the project applicant may develop them at their discretion with review by city plan review staff and the approval of the City Director of Public Works at the time of improvement plan approval.

Figure 4-16 Typical Traffic Circle

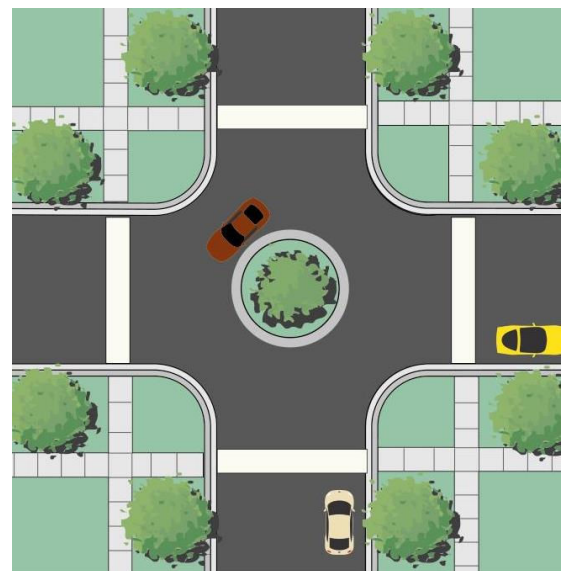
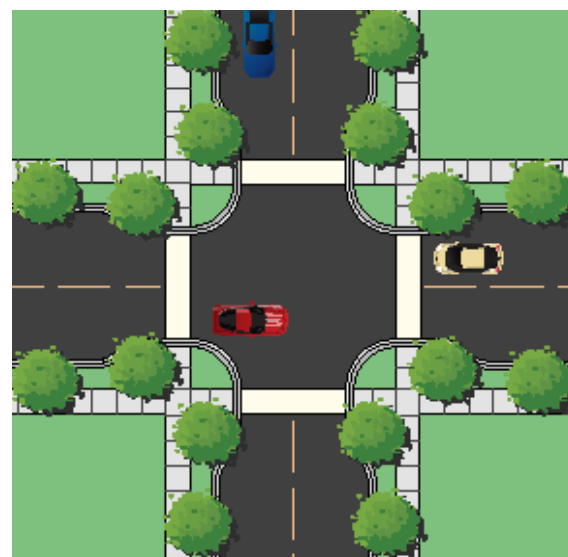


Figure 4-17 Typical Bulb at Residential Street Intersection



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4.6 EMERGENCY RESPONSE ROUTES

The routing of major streets is constrained by the natural open space areas and the high school/middle school and community park complex that create barriers to through streets. Thus, the routes for emergency response are more constrained than might otherwise be in a Plan Area of this size and configuration. However, the major streets are aligned in a modified grid such that all portions of the Plan Area are not more than one half (1/2) mile from a major street. Interior streets, including collector streets and primary residential streets, provide relatively direct emergency access to the center of each neighborhood.

The open space areas are directly accessible in most instances from a public street that abuts the open space.

4.7 PEDESTRIAN PATHWAYS, BIKEWAYS AND TRAILS

The Rancho Cordova General Plan promotes a bicycle-friendly community, where cycling is a viable mode of transportation. To facilitate this goal, the SCSP provides a safe, inviting, and convenient network of bike paths and trails that connect residential, commercial, employment, transit, and recreational destinations.

The network includes a wide range of bike and pedestrian paths, ranging from sidewalks adjacent to all classes of streets, small pedestrian ways (paseos) within neighborhoods, and informal bike paths along the edge of open space areas. The SunCreek Parkway is a major recreation trail that extends over three miles through the heart of the Plan Area and connects to the citywide trail network at each end.

Figure 4-18 shows the primary bike routes, secondary trails (paseos), and Class II bike lanes.

Figure 4-18 also illustrates the planned configuration of residential streets such that neighborhoods will be designed and developed at a pedestrian scale, generally less than ½ mile wide with less than a ¼ mile walk to a neighborhood center, usually a school and/or park. The streets will be a modified grid system with short block lengths for ease of pedestrian and bicycle mobility.

Figure 4-23 illustrates the accessibility of residences to the primary bikeway trail system. Approximately 96% of all homes are within ¼ mile of the primary trail system.

The alignment of bike trails that cross minor residential roads and collectors shall vary from its normal alignment swinging towards the centerline of the paralleling street as the trail approaches the intersecting street. The bike trail should connect with the handicap ramp at the curb return and cross the intersecting street at the location of the crosswalk.

After crossing the intersecting street, the bike trail would swing away from the street to its normal alignment. Applicable bike trail design standards shall apply to all trails. The appropriate striping, signing and bollards shall be used to warn the driving public of the bike trail crossing.

4.7.1. SunCreek Parkway (Primary Bike Route)

The SunCreek Parkway is a major off-street backbone trail system that ties the neighborhoods together and connects them to the other key destinations within the Plan Area and surrounding community. On-street bike lanes and pedestrian friendly streets augment the trail system to provide direct point-to-point connections between key uses within the plan.

Figure 4-18, Primary and Secondary Trails Master Plan



CIRCULATION

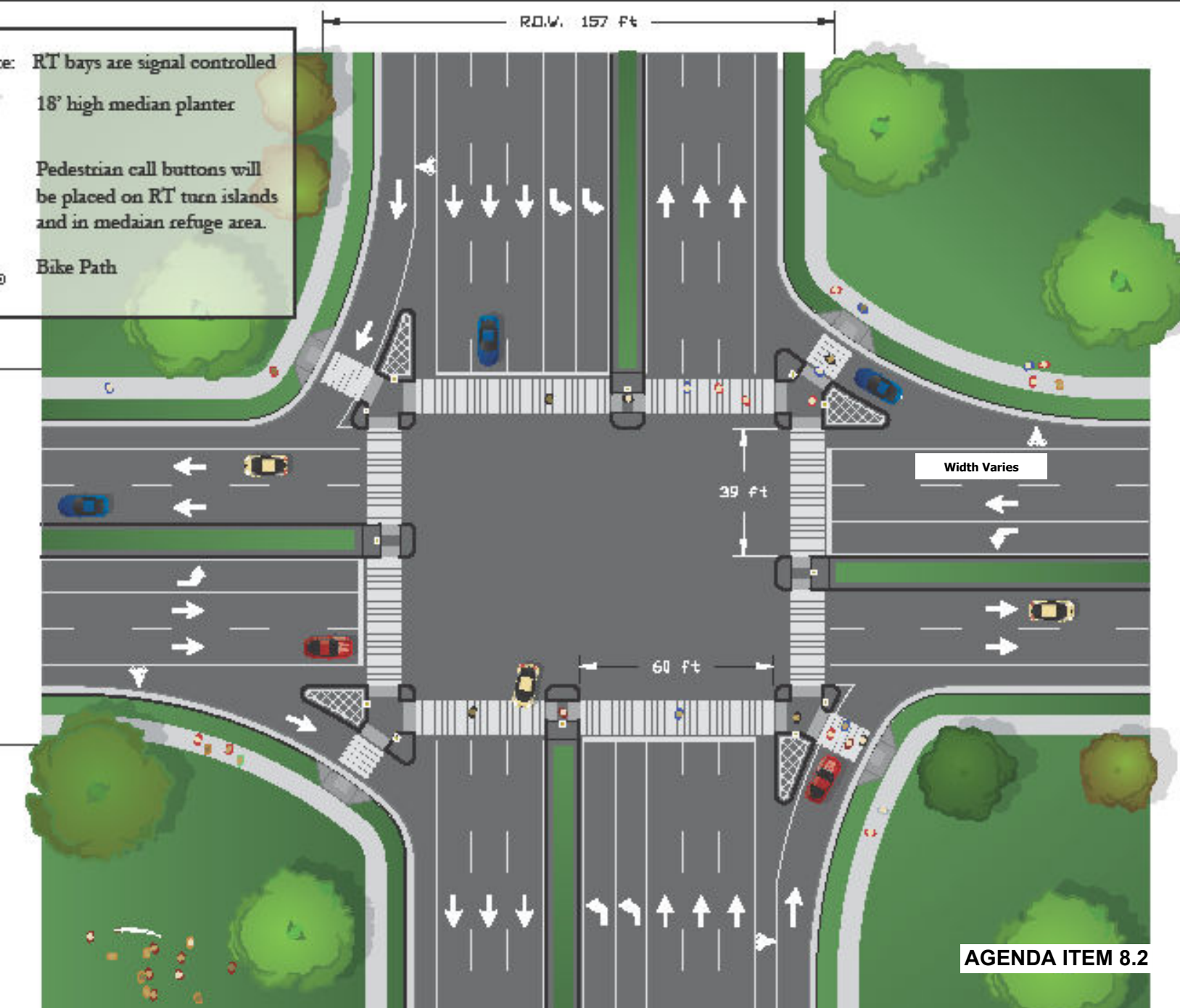
The backbone trail system connects residents to other major destinations such as schools, parks, transit stops, shopping, and job locations. The Parkway includes a portion of the planned citywide master bike trail system that runs through the heart of the Plan Area with connections to the surrounding community.

The typical bike path along the SunCreek Parkway will have a ten-foot (10') wide pavement section

some at-grade crossing will allow conversion to grade separated crossings if deemed appropriate in the future.

Major arterial street intersections will require special center medians and safety islands at turning lanes to provide a safe crossing for bicycles and pedestrians as illustrated in Figure 4-19. Lighting, signage, striping and colored, textured paving will enhance at-grade crossings.

Similar at grade crossings may be located along



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4.7.4. Greenway and Paseos

The SunCreek Specific Plan includes a network of Landscaped Greenways, Paseos and Pedestrian Promenades that connect to the backbone trail system and enhance the pedestrian and biking experience. Nearly all residences are less than $\frac{1}{4}$ mile from this network, as shown in Figure 4-23.

Most of the greenways are adjacent to the open space core and provide the route of the SunCreek Parkway trail system through the center of the Plan Area. Additional Paseos and Pedestrian Promenades in key locations extend the reach of the backbone trail system and provide more convenient access and direct bicycle and pedestrian travel routes. The SCSP establishes the general size and location of these corridors, but detailed designs will be further refined with future tentative maps and improvement plans. Site plans for mixed-use commercial centers that include Paseo or Pedestrian Promenade shall include such pedestrian ways as part of the design review process. The associated landscaping and amenities provide an attractive experience while taking into account safety issues and minimizing

water use and maintenance costs.

4.7.5. Safe Walk to School Routes

The location of the schools and the design of the street and pedestrian network is designed to facilitate and encourage walking or biking to school. Elementary schools are located in the center of neighborhoods to shorten walking distance and minimize major road crossings. Approximately 93% of all residences are within $\frac{1}{2}$ mile of an elementary school. The schools are adjacent to primary residential or collector streets that provide safe connections to the surrounding neighborhood. Figure 4-18 shows schools connecting to the backbone trail system for easy access from neighborhoods and safe crossing of major streets, when necessary. Similarly, the high school / middle school complex near the center of the Specific Plan links to the backbone trail system for easy access.

Figure 4-20 Primary Trail Adjacent to Arterial Street and Open Space

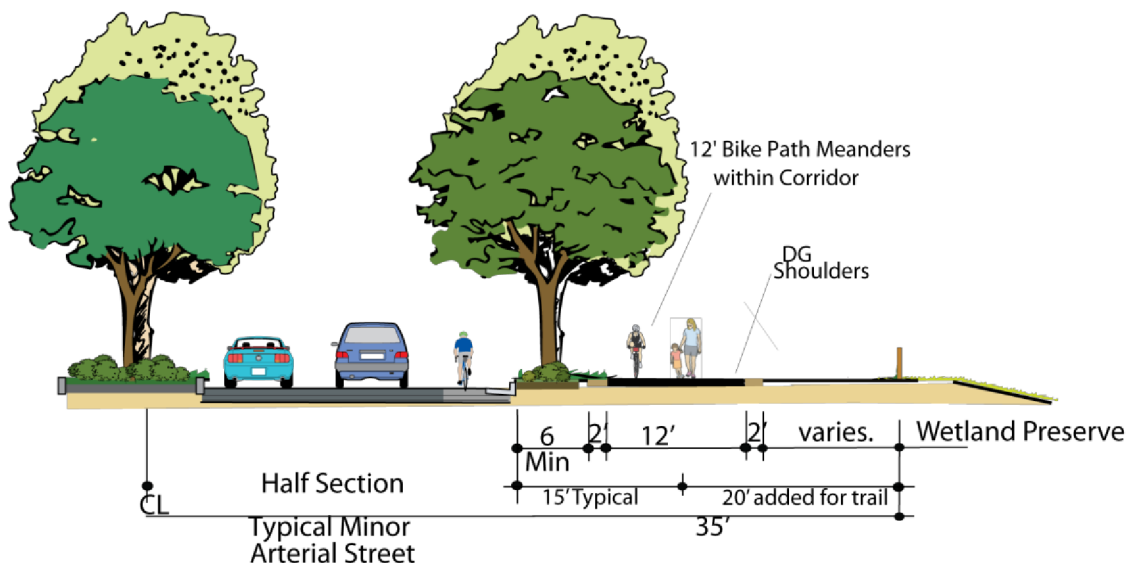


Figure 4-21 Secondary Trail Adjacent to Arterial Street and Commercial Land Use

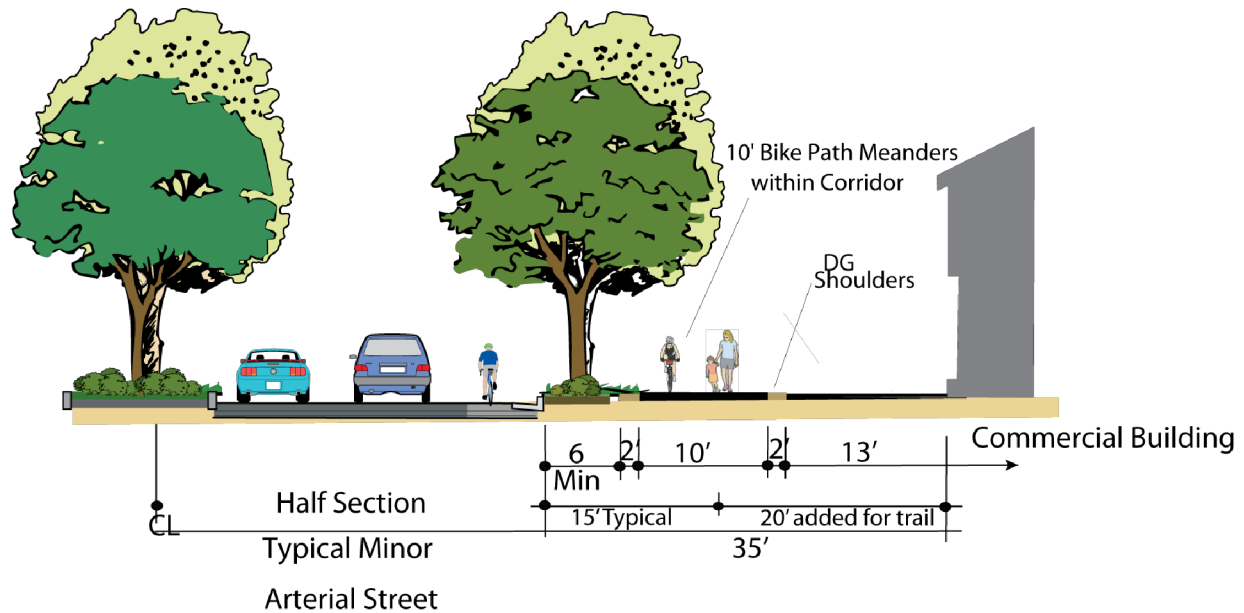


Figure 4-22 Primary Trail Adjacent to Arterial Street and Single Family Residential

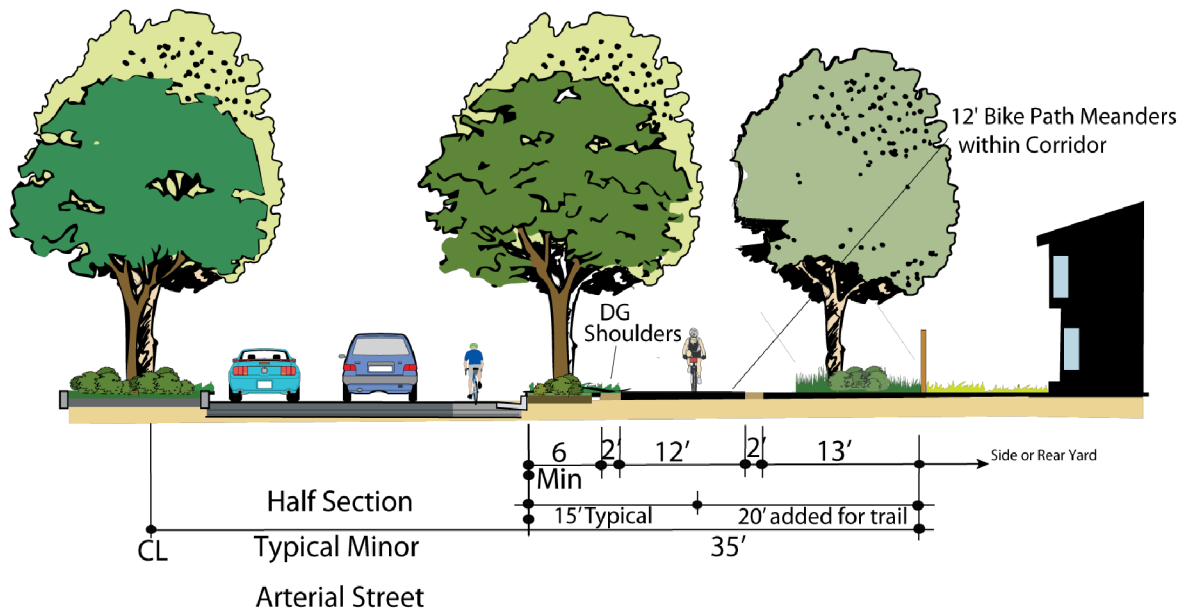
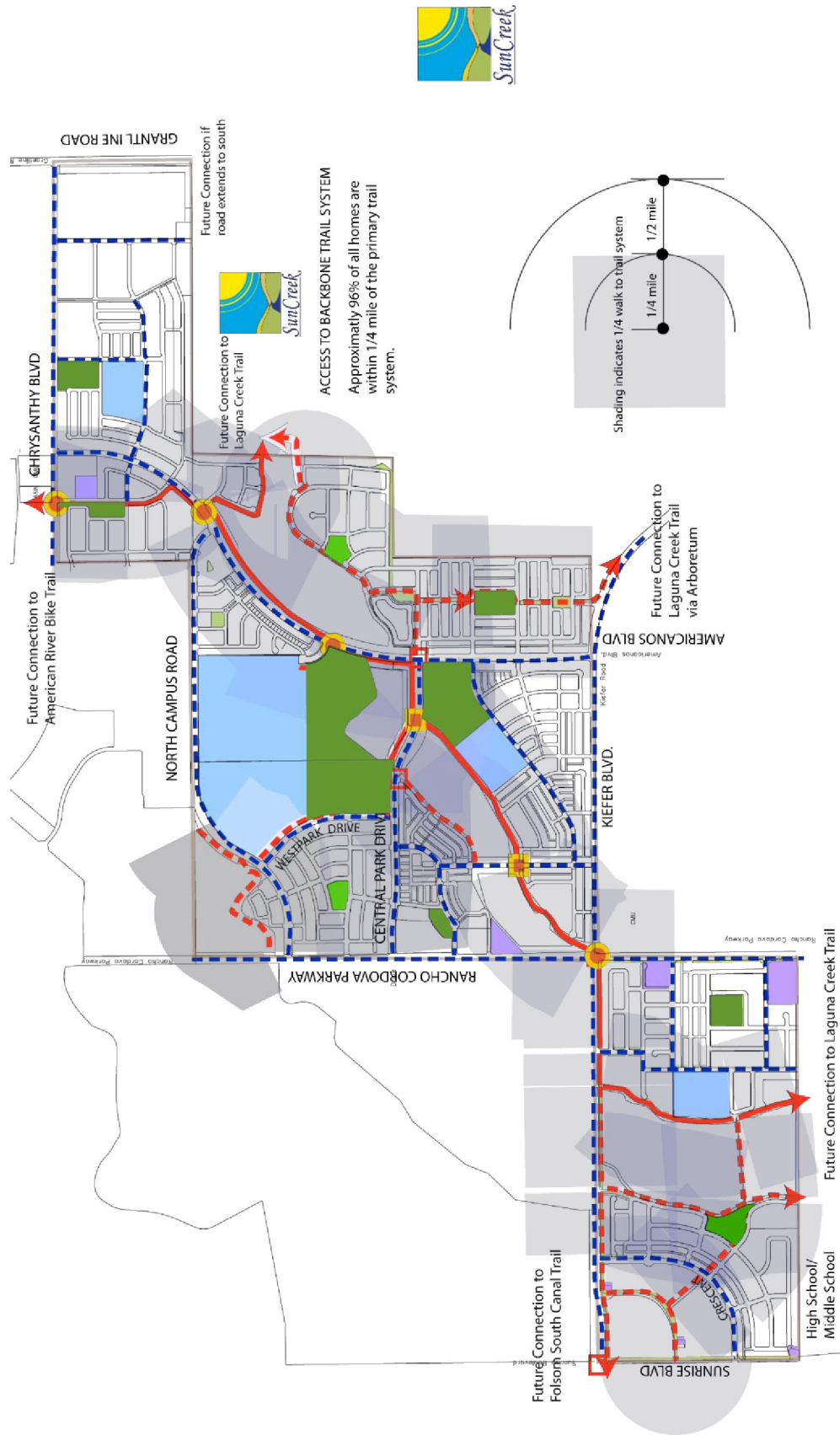


Figure 4-23 Pedestrian Access to the Primary and Secondary Trails Master Plan



CIRCULATION

4.8 PUBLIC TRANSIT

The General Plan establishes transit as a key component of the City's Circulation Plan. Currently, Sacramento Regional Transit District is the regional transit provider that operates bus and light rail service in and around Rancho Cordova.

The light rail transit (LRT) service parallels Folsom Boulevard, connecting downtown Sacramento with the City of Folsom, including transit stations in the City of Rancho Cordova.

In addition to Regional Transit, the City initiated transit services with the CordoVan service in the Zinfandel Corridor in the summer of 2009. The City General Plan Transit Master Plan (2006) identifies Rancho Cordova Parkway as a Signature Route and Sunrise Alternate Enhanced Transit

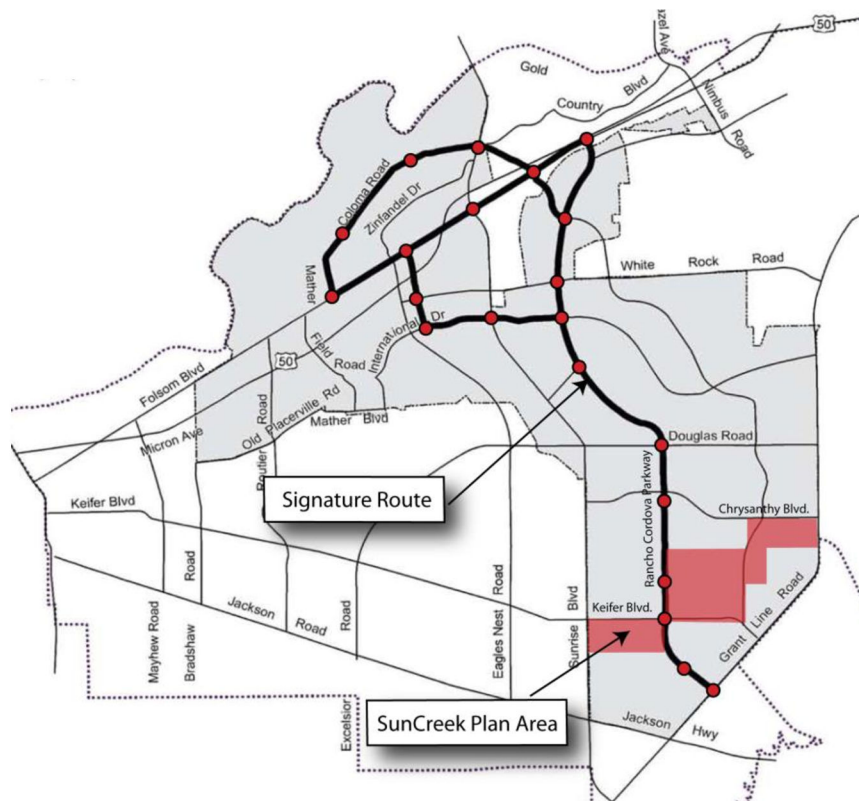
Route. Sunrise Boulevard is the Enhanced Transit Route.

The Transit Master Plan proposes a system of city, neighborhood and regional services. The "Signature Service" will connect residents to businesses, shopping and recreation, and will provide a branding mechanism that will serve broader economic planning goals.

Shuttle services will provide access to neighborhoods and businesses within the City, and will connect to Regional Transit's Light Rail Gold Line. Proposed regional services, coordinated with Sacramento Regional Transit, will focus on future Enhanced Transit routes and additional stations along the Light Rail Gold Line.

Neighborhood shuttles (CordoVan) will feed both the transit routes. Rancho Cordova Parkway through the SunCreek Plan Area can accommodate such future transit use. The site design concept for the commercial use at the

Figure 4- 24 City Transit Plan



CIRCULATION

intersection of Rancho Cordova Parkway and Central Park Drive will facilitate transit-oriented development. Refer to Volume II: Development Regulations, Section 1.6.10.

As the city grows, new routes will connect residential, commercial, office, and industrial areas. Potential new transit series include “enhanced transit,” jitneys, trolleys/streetcars, and other services that connect to the existing system.

Potential bus transit routes in the Plan Area could be located along Kiefer Boulevard, Rancho Cordova Parkway, North Campus Drive and Americanos Boulevard to provide connectivity to the major activity centers in the Plan Area.

Figure 4-25 illustrates the ¼ and ½-mile walking radius around anticipated transit stops in the described routing. Under these conditions, approximately 65% of all homes will be within ½ mile of a future transit stop. The backbone trail system will provide safe and direct access to the transit stations from the remaining homes.

4.8.1. Bikeway Connections to Transit

The SunCreek backbone trail system depicted in Figure 4-18 provides direct bicycle and pedestrian connections between the neighborhoods and the potential transit stop locations shown in Figure 4-24 and will feed the City’s planned Signature Transit Route and Enhanced RT bus routes.

CIRCULATION

Figure 4-25 Potential Transit Stop Locations



CIRCULATION

4.9 SPECIFIC PLAN CIRCULATION POLICIES

The following policies are adapted from the General Plan for the SunCreek Plan Area.

Policy C 1. The SunCreek Plan Area shall discourage the use of cul-de-sacs on local roads, except where they are necessary due to site-specific concerns, such as property boundaries or habitat areas that preclude construction of through routes. When cul-de-sacs are used, they provide bicycle and pedestrian connections to trail systems or adjacent major or connector streets.

Policy C 2. The SunCreek Plan Area shall install traffic pre-emption devices for emergency vehicles (police and fire) at signalized intersections.

Policy C 3. The SunCreek Plan Area shall provide adequate access for police and fire vehicles where traffic calming devices or techniques are employed.

Policy C 4. Each park, school, commercial, office and multi-family use must provide at least one connection to the bikeway and pedestrian network. The connection will take the form of a paved and landscaped route between the main pedestrian path in the project and the adjacent bikeway.

Policy C 5. The trails, pedestrian paths and local pedestrian streets shall be an interconnected system of recreational and travel routes.

Policy C 6. The following table establishes the minimum widths for sidewalks in the SunCreek Plan Area. The City may adjust or increase these to accommodate special circumstances of individual projects.

Meandering sidewalks are acceptable in wide landscaped areas and should follow a natural shifting alignment rather than an un-natural oscillating alignment.

MINIMUM SIDEWALK STANDARDS

<u>Street Classification</u>	<u>Sidewalk Width</u>
Residential	5-6 feet
Commercial	7 feet
Major Arterial	7 feet

Policy C 7. The SunCreek Plan Area shall provide on-street bike lanes along all connector roadways and on local and major roadways.

Policy C 8. The SunCreek Plan Area shall use enhanced at-grade crossings, or grade-separated crossings if feasible, where the SunCreek Parkway crosses Rancho Cordova Parkway, Americanos Boulevard, and Chrysanthy Boulevard.

I.5. COMMUNITY DESIGN

5.1 PURPOSE

The Community Design Chapter addresses the community character in the areas that are commonly visible to the public. Primarily this is the street public right of way but may also include areas visible from the streets such as open space, parks and schools and landscaped areas outside of the right of way.

The community features addressed in this chapter include:

- streetscape and corridor landscapes,
- gateways,
- open space edges
- water management basins
- pedestrian promenades and trails,
- art in public places
- landmark opportunities

In addition to these specific features, this chapter also addresses the overall organization of neighborhoods and the hierarchy of the streets as a community design feature.

5.2 COMMUNITY DESIGN OBJECTIVES

The General Plan Urban Design Element promotes a high quality of life for the residents of the community. The SCSP responds to issues and objectives identified in the General Plan. These include:

- Ensuring that new development contributes to a sense of place and identity.

- Creating a high-quality urban design and architecture that is visually pleasing and inviting.
- Generating a theme with continuity through architectural elements, landscaping, lighting, signage and other features.
- Establishing compact mixed-use development that facilitates walking or cycling to work, stores, restaurants, and parks via pleasant pedestrian- and cyclist-friendly streets.
- Siting buildings within a project and along the street in pedestrian-friendly ways, along with encouraging high quality project design.

5.3 RELATIONSHIP TO OTHER ELEMENTS, PLANS AND PROGRAMS

This chapter is closely related to Volume II: Development Regulations. This chapter lays out concepts and intent for public spaces. Volume II: Development Regulations provides detailed standards for the private development areas.

This chapter also corresponds with Chapter 4, Circulation in that it addresses the design features of the streets defined in that chapter.

The neighborhood design standards implement the land use form concepts established in Chapter 2, Community Vision.

This chapter also provides design details that help to implement the protection of the resource conservation areas established in Chapter 6, Natural Resources.

5.4 COMMUNITY DESIGN SETTING

Gently rolling terrain and the dominant drainage corridor that will remain in permanent open space characterize the Plan Area.

The natural drainage way corridors will be accessible to the public along the edge of the preservation area open space. Therefore, the open space will provide a visual identity for the entire Plan Area. Natural vegetation species will provide an attractive visual edge to the open space and the surrounding neighborhoods.

The major east-west boulevards and the major drainage corridor will retain distant vistas toward the Sierra Nevada to the east. Attention to these distant views in the site design for all uses adjacent to the major east-west boulevards and the major corridor would add a notable design character to the plan.

5.5 COMMUNITY DESIGN THEMES

The fundamental community image theme of the Plan Area is pedestrian scale neighborhoods surrounding small, sheltering public spaces linked visually to large, contiguous open spaces. Small nodes of lively color and activity interconnected by a network of pedestrian and bicycle travel ways comprise the community. The public spaces will be focal points of design.



Small gathering spaces will be a hallmark of the commercial and public areas in SunCreek.

Clustered building forms, bright colors, water features, functional art, attention to detail,

comfortable sitting areas, and space for people to gather will be hallmarks of the central districts.

Beyond the central districts, the dominant theme element will be the open space. Landscaping, materials, lighting and signage will take their cues from the natural elements. Landscaping will tend to be naturalized rather than formal. Turf will be used sparingly and the plant palette will favor native or native compatible species. Natural ground covers, such as pea gravel and decomposed granite will be common.

5.6 NEIGHBORHOOD FORM

The SCSP emphasizes the livability of neighborhoods in the design for pedestrian friendly streets, ease of pedestrian access to the commercial and commercial mixed-use centers, and in the design of neighborhoods with their orientation to neighborhood parks and linear open space.

The neighborhood spatial form relates directly to the land use principles set forth in SCSP Chapters 2 and 3. In keeping with the General Plan building block concepts and the General Plan Land Use Smart Growth Principles, (refer to SCSP Sections 2.2.1 and 2.2.2) the SunCreek residential neighborhoods will be pedestrian friendly with a well-defined core of public and commercial uses. A network of pedestrian corridors that extend outward from the commercial center, and connect with the neighborhood parks serves each neighborhood.

As illustrated in Figure 2-3, the neighborhoods in the Specific Plan will be generally consistent with the following guiding principles.

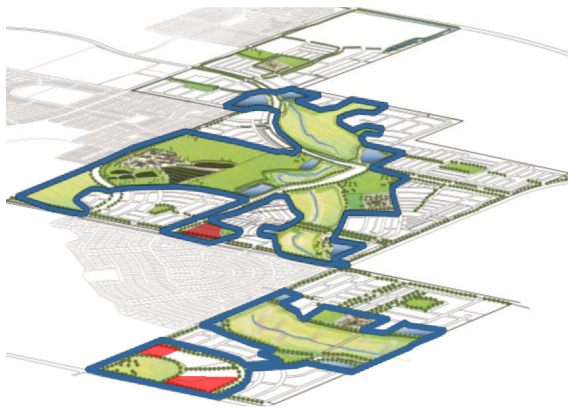
- Neighborhoods have a radius of approximately one-quarter to one-third mile.
- The edges of the neighborhood are identifiable by use of landscaped areas along major streets or natural features, such as permanent open space.
- Each neighborhood includes a distinct center, such as an elementary school,

neighborhood park, and/or a mixed-use commercial area within a reasonable walking distance of the homes, approximately one-half mile.

- Residences are oriented toward the parks and open space. The neighborhood parks have frontage on at least two single-loaded streets to provide for visibility and ready access.
- A single loaded street and/or a pedestrian trail, as illustrated in Figure 5-1 front all open space areas.

5.7 OPEN SPACE AND THE GREAT PARK CONCEPT

The “Great Park “ concept includes not just the community park and open space, but all of the public buildings and spaces connected to those features. The “Great Park” is similar to the “Great Room” concept in residential design in which several living spaces are interconnected through a flowing open room.



In the Great Park concept the extensive open space is the focal element that links clustered public spaces to maximize open feel. The open space visually extends these active public spaces to allow maximum connectivity and grand vistas.

Figure 5-1 illustrates the core structure of extensive open space, parks, and school complex in the center of the plan. This expansive open area provides the signature feature for the community that includes the major social,

recreational, and institutional elements. This core area also serves as the hub for the pedestrian network.

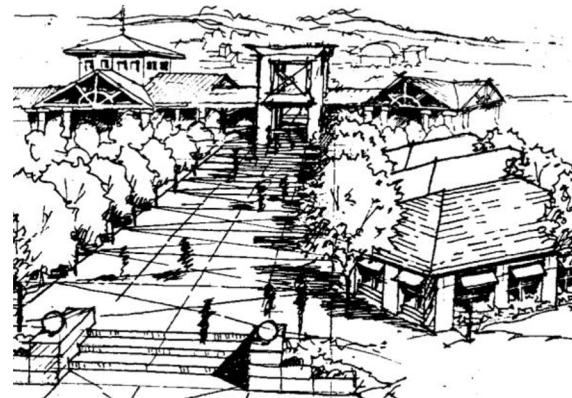
5.8 LANDMARK OPPORTUNITIES

The proposed land use pattern provides some interesting possibilities for landmarks that would add to the distinctive character of this plan area.

The rolling terrain and the extensive open space will allow views of landmark buildings within the Plan Area. For example, the proposed high school/ middle school and community park complex will occupy some of the highest ground in the Plan Area. This combined site of over 130 acres is a visual focal point of the plan. Figure 5-1, Community Design Features identifies this prominent location.

Not only is this a large, visually prominent area, it connects directly to the linear open space afforded by the resource conservation area and the adjacent buffer areas.

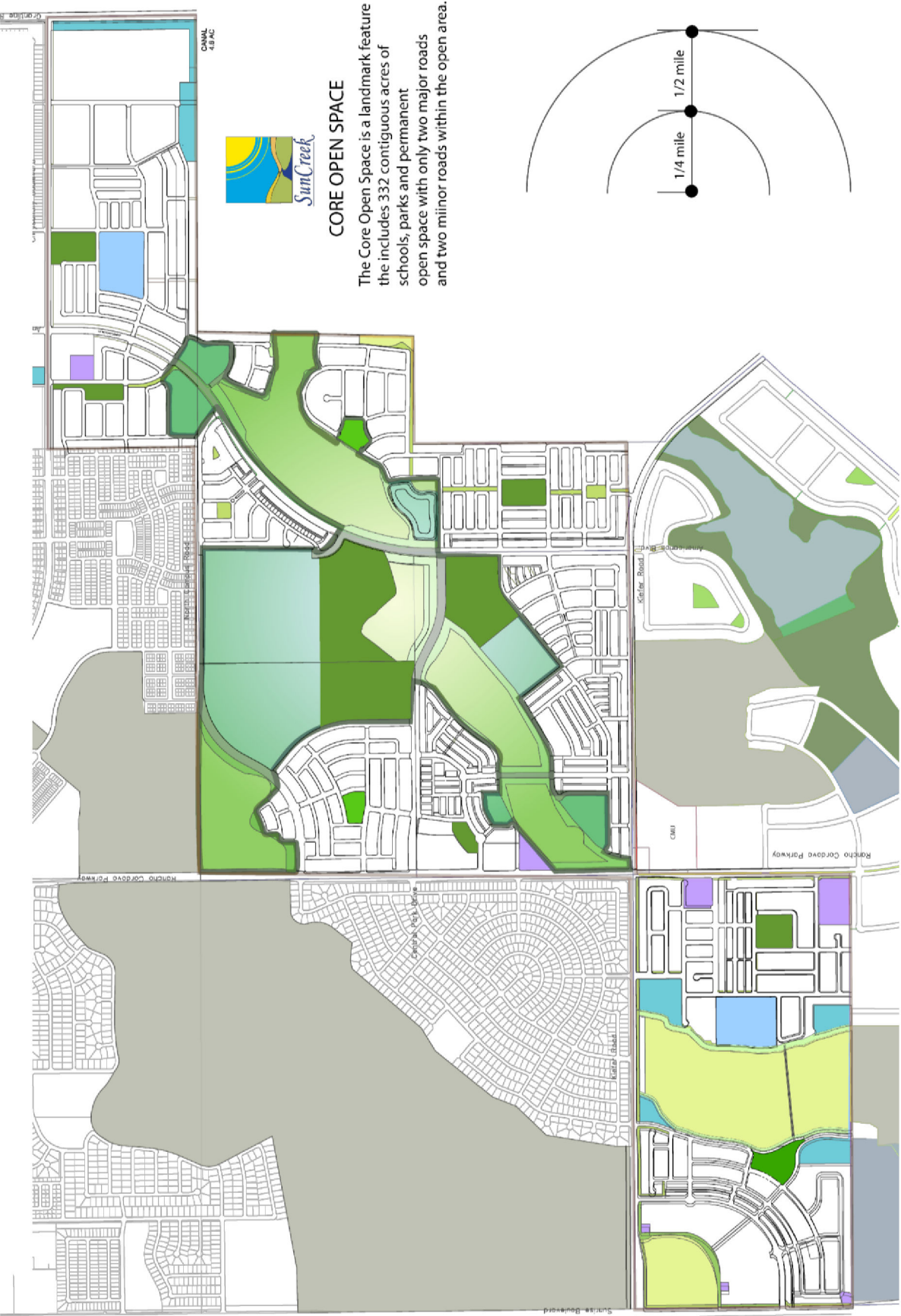
Similarly, the open spaces adjacent to the Village Center sites will provide attractive vistas from the adjacent roads and open space areas.



Conceptual view of landmark buildings.

Distinctive architecture and landmark buildings located in the school campus and the commercial centers would be visible for considerable distances due to the relatively higher elevation and the adjacent open space.

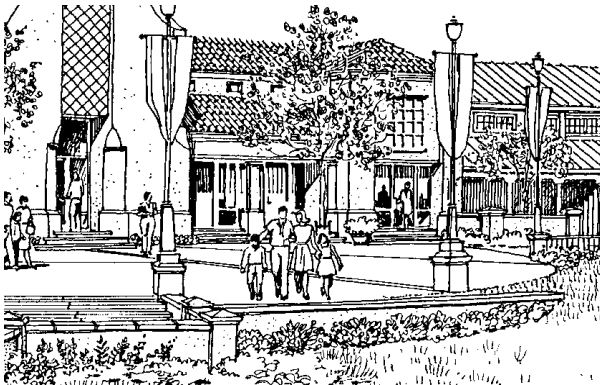
Figure 5-1 SunCreek Core Open Space



- The Elk Grove Unified School District is encouraged to include a dominant building near the highest elevation on the high school/middle school campus to create a landmark feature visible from a distance.
- All development in Village Center (VC) zone districts shall include a building form that serves as a landmark feature.

5.9 PEDESTRIAN PROMENADES AND TRAILS

Pedestrian trails will be common throughout the Plan Area; however, there are opportunities to create enhanced pedestrian areas that become promenades in the Village Center and Regional Town Center areas. As envisioned in this plan a promenade is a wide pedestrian concourse with landscaping, pedestrian scale lighting, and seating areas. Outdoor dining, food carts, shops and entertainment would be located adjacent to, or near, the promenade. The intent is to provide specific locations for people to walk and socialize in a community setting.



Example of promenade adjacent to commercial use and open space.

Figure 5-2, Community Design Features identifies three potential promenade locations. Each of these is adjacent to a commercial center and passes by open space or a park. Two of these are adjacent to a resource preservation area or a

drainage course that could provide an open space edge. The third promenade is along Central Park Drive where a pedestrian street provides a wide sidewalk connecting the Village Center on Rancho Cordova Parkway to the community park and high school complex.

5.10 ART IN PUBLIC PLACES

The use of art in public places, both in civic locations and as part of private developments, contributes to the identity and character of the SCSP. Public art can enhance the landscape and provide focus within public spaces.

The individual builder may include art in public places as an optional amenity. Art is not limited to conventional pieces, such as statuary and murals, although these have their place and are welcome in the community. Art can be an integral part of the public space that includes street furniture, playground equipment and other utilitarian features. The SCSP endeavors to make art an integral component of the built environment by encouraging opportunities for art in the most common elements of the community.



Art as a play structure.

RCMC Section 23.722.050 identifies public art as an additional amenity in pedestrian oriented spaces, particularly those greater than 5,000 square feet. Volume II includes a guideline for art in public places within the Center form based zone designated areas.



Art as a public sidewalk improvement.



Art in public spaces.

5.11 STREETScape AND CORRIDOR LANDSCAPES

The backbone street system including the minor arterial streets, collector streets and pedestrian streets defined in Chapter 4 establish the framework for the neighborhoods. Typically, these streets form the edge of neighborhoods rather than slicing them into sub-areas.

5.11.1. Major Street Characteristics

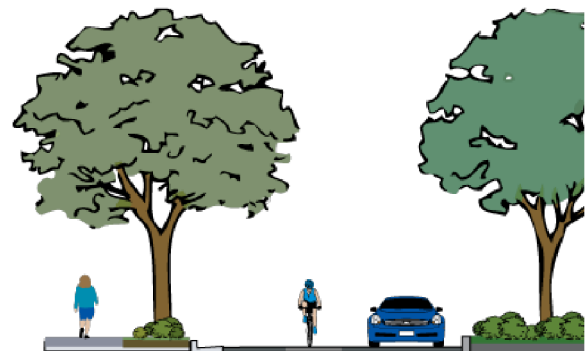
Streets are a primary, inviting public places in a community. The general objectives for all streetscapes are:

- Provide identity and sense of place for the SCSP.
- Reinforce the sense of pedestrian scale in areas intended for pedestrian use.
- Create defensible and visually accessible common areas.
- Screen unattractive but essential features, such as utility equipment installations.
- Conserve water.

Table 4-1 in Chapter 4 Circulation provides the specific standards for landscape corridor widths along all arterial and collector streets.

5.11.2. Neighborhood Street Characteristics

Local streets offer a variety of vehicle and pedestrian paths connecting to the major roadways. This street system disperses traffic to create greater variety in route choices and distribute traffic throughout the neighborhood.



Tree canopy shading will be typical on all neighborhood streets.

As described in Chapter 4, Circulation, the neighborhood streets will be as narrow as traffic safety will allow enhancing the pedestrian scale. As described in Volume II: Development Regulations, homes may be placed near the sidewalk and should provide a porch or other living space oriented to the street.

5.11.3. Street Landscaping

Landscaping should soften the built environment and create attractive places. Landscaping should relieve the overall mass and scale of the structures, frame outdoor spaces, and create a strong sense of place. Landscaping should also reduce the heat-island effect caused by paved surfaces and minimize the need for irrigation. The landscaping helps to create visual interest, and promotes and nurtures the concept of an “urban forest”. Given the relatively dry setting and the lack of native trees in the plan area, the landscaping will emphasize drought resistant native or native compatible species.

On the major streets, trees will provide shade along the street edge and sidewalk. Shrubs and groundcovers will be selected for an open, naturalized look, rather than placed in regimented rows.



Example of naturalized landscaping.

5.11.4. Streets Along Open Space Edges

Open space is a dominant visual feature in the Plan Area. In many locations, streets will run adjacent to, or cross, open-space areas. Figure 5-1, Community Design Features illustrates the location of the major streets adjacent to natural open space. Arterial and collector streets, notably Kiefer Boulevard, Rancho Cordova Parkway and

Americanos Boulevard will cross the open space corridors. Many local residential streets will also front on open space as shown in Figure 5-2 Community Design Features. These conditions present special opportunities to view the open space at many locations throughout the plan. This exposure to the extensive open space along roadsides will help reinforce the unique character of this plan.

5.11.5. Street Furnishings

Street furnishings (including benches, trash receptacles, bollards, planters, bus shelters, and other similar amenities) within landscape corridors shall not interfere with clear-vision standards for street intersections, or pedestrian movement along the sidewalk.

5.11.6. Street Lighting

Volume II: Development Regulations provides detailed standards for outdoor lighting. In general, the street lighting plan will emphasize pedestrian lighting.

5.11.7. Walls and Fences

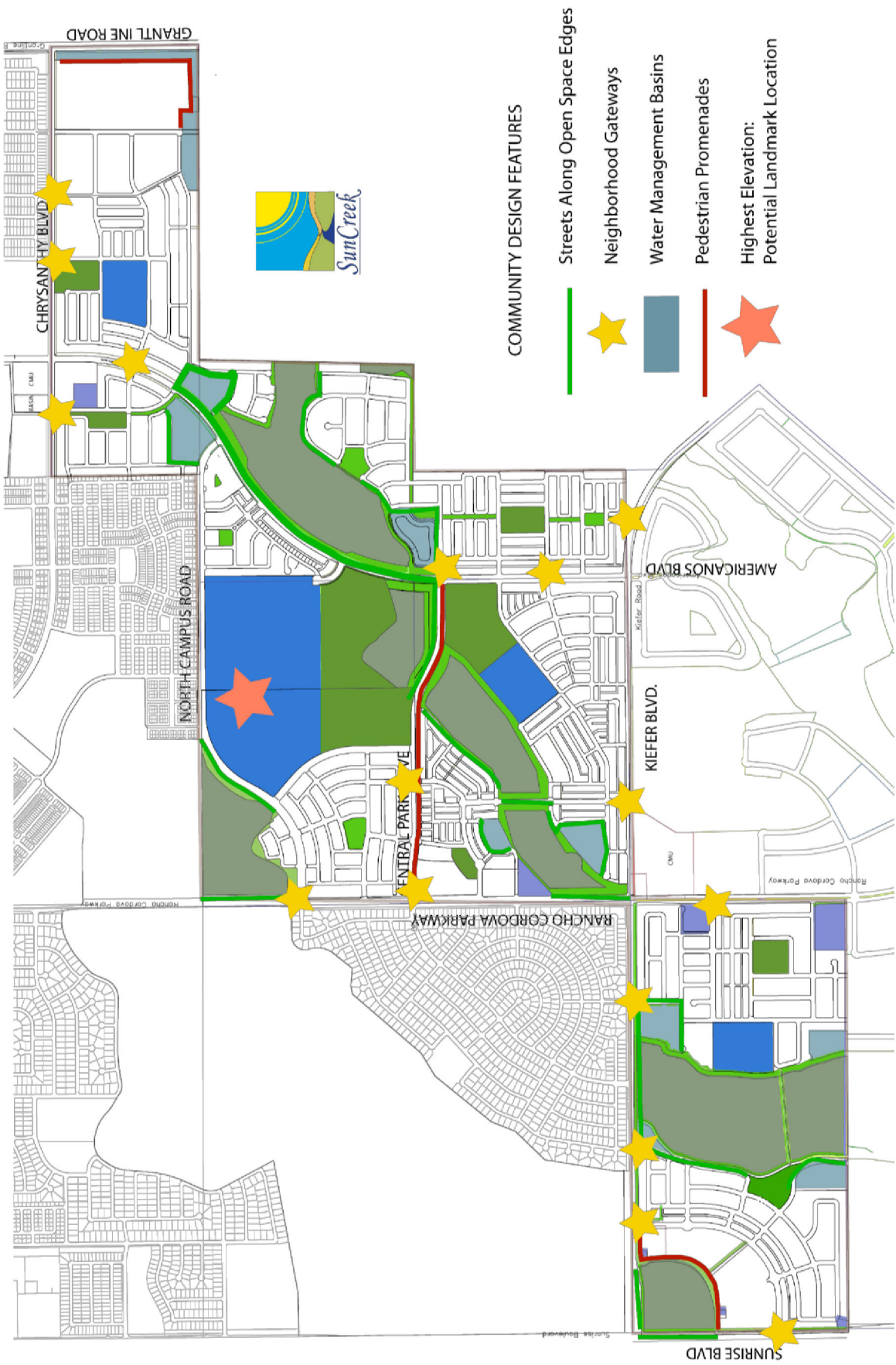
The Plan generally minimizes the need for sound walls along the major street corridors. Alley loaded town homes, cottages, multi-family housing, parks, open space, and commercial uses are the most common uses located along major streets. Walls and fences screen public facilities, provide sound barriers, privacy, and security for private property, and bar entry to environmentally sensitive areas.

Volume II: Development Regulations Section 1.5.6 provides development standards for walls and fences.

5.11.8. Neighborhood Gateways

Neighborhood entrances are enlarged landscape areas added to the landscape corridors at highly visible street intersection locations. Entrances

Figure 5-2, Community Design Features



provide a distinct gateway and a common design element that visually distinguishes individual neighborhoods in the Plan Area. Inclusion of a common design element, color, symbol or other distinguishing characteristic will also establish an identity for the entire SunCreek Plan Area.

Figure 5-2 Community Design Features identifies the conceptual location of neighborhood gateways throughout the plan. The applicant for individual subdivisions will determine the specific location and design character of the gateways.

5.12 WATER MANAGEMENT FEATURES

Water management basins are typically located along the edge of the primary drainage corridor. Figure 5-2 Community Design Features shows the location of the basins. Additional basins may be required within the planned development areas.

The significant number of basins and their prominent locations make them a dominant visual element.

All basins will be visual amenities that are an extension of the landscape on the nearby streets. In most instances, this will involve naturalized drought tolerant and low maintenance landscaping. The basins may have a semi-permanent pool serving water quality purposes.



Example of naturalized detention basin adjacent to landscape corridor trail.

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I.6. NATURAL RESOURCES

6.1 PURPOSE

The Natural Resources Chapter identifies the ways in which the SunCreek Specific Plan (SCSP) will protect, maintain, and enhance its natural resources for the betterment of current residents and future generations. It also addresses conservation of all resources, including air, water supply and quality, soils, and energy for the common good. This Chapter identifies the preservation of wetland and habitat resources within the Plan Area.

6.2 OBJECTIVES

The resource objectives addressed in this Chapter respond to the General Plan. These include:

- Protecting wildlife and wetlands areas.
- Ensuring compatibility and mutual benefit, to the maximum extent feasible, between mitigation preserves and urban development.
- Reducing the impacts of new development on the use of water resources.
- Maintaining continuous and uninterrupted connections between mitigation preserves where not interrupted by existing development to allow species migration and minimize habitat and species isolation.
- Reducing solid waste production and promoting recycling activities that seek to reduce the amount of solid waste to state-mandated levels.

6.3 NATURAL RESOURCES

The Plan area includes gently rolling grassland crossed by shallow natural drainages. Various

wetland types, including vernal pools are found throughout much of the area but are generally concentrated near the Laguna Creek drainage corridor.



Image of the primary drainage corridor following a winter storm. This area would be part of the proposed natural resources preservation area.

6.3.1. Conceptual Level Strategy

In March through May 2004, representatives of the US Fish and Wildlife Service, US Environmental Protection Agency, and the US Army Corps Engineers (Agencies) met to formulate a conceptual-level strategy for avoiding, minimizing, and preserving aquatic resource habitat in the Sunrise-Douglas Community Plan Area (SDCPA), of which the SunCreek Plan Area is a part.

The intended result of this effort is to achieve reasonable protection and conservation of federally threatened and endangered species consistent with the Corps' obligations under Section 7(a) (2) of the Endangered Species Act (ESA), while taking a regional approach to avoidance and minimization of impacts to waters of the US, including wetlands, in accordance with Section 404 (b) (1) guidelines under the Federal Clean Water Act.

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To meet the goals of ESA and the Clean Water Act, the Agencies arrived at the boundaries of “Preserve Areas” based on best professional judgment and best available information regarding regional and site-specific biology and hydro-geomorphology (such as wetland delineations, species accounts, and environmental impact reports), while recognizing that development is planned in the area. Of particular focus is the preservation of vernal pool complexes and corridors for Morrison Creek and Laguna Creek.

The developers and planners used the conceptual level strategy to guide planning of projects in the SunCreek Plan area. The Agencies will use the strategy to aid in the review of proposed development and evaluate the probable individual and cumulative effects on aquatic resources and sensitive species.

The Agencies anticipate that permit decisions and biological opinions will be completed on a case-by-case basis, using site-specific project and aquatic resource habitat information. Each proposed project would be evaluated on its own merits within the larger context of the conceptual strategy. Depending on the particular hydrology, habitat features, and development plans for a particular parcel, the conceptual preserve boundaries may need to be adjusted to minimize direct and indirect impacts to aquatic resources. Appropriate compensatory mitigation will be developed following demonstrated avoidance and minimization of project impacts.

Figure 6-1 illustrates the conceptual preserve area identified in the SunCreek Plan Area. This boundary differs slightly from the Sunrise-Douglas Community Plan Area Conceptual-Level Strategy for Aquatic Resource Protection, dated July 2004 to reflect consideration of road alignments.

6.3.2. Strategy Principles and Standards

The following ten principles form the basis for the conceptual strategy. These principles and the

identified Preserve Area guide the development of the SunCreek Specific Plan and its associated infrastructure master plans.

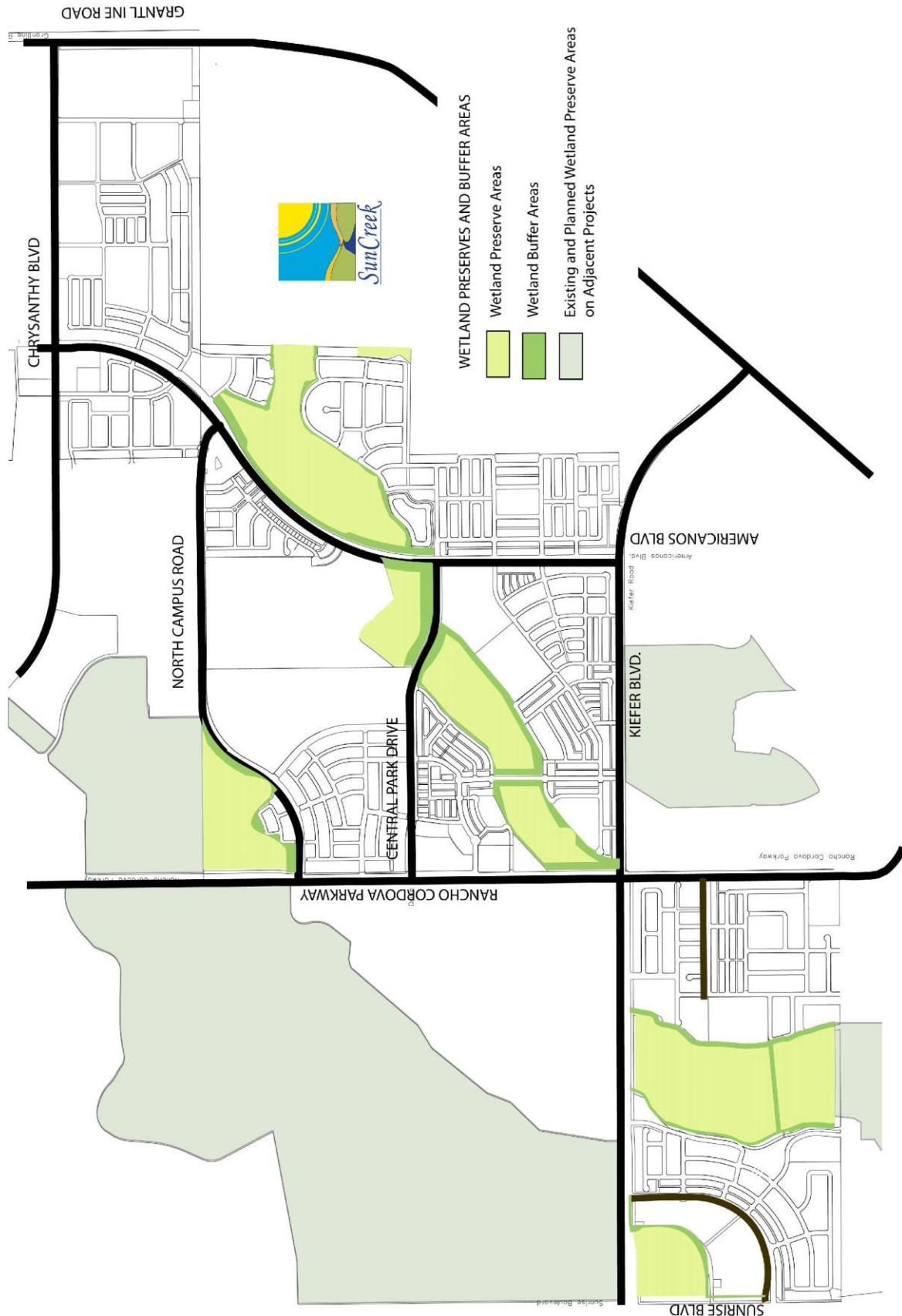
Principle 1. Maintain the overall hydrologic integrity of the Preserve Areas so as to ensure that there will not be a net loss of functions and values in the preserve areas as a result of adjacent development. This includes minimizing changes to the distribution, frequency and duration of flows, including restricting summer nuisance flows.

Principle 2. Maintain corridors and large areas for wildlife and the propagation of flora. Preserve vernal pool hydrology and integrity to benefit listed plants and invertebrates. Establish interconnected conservation areas that are managed in perpetuity and tie into existing local and regional planning efforts. Provide for meaningful conservation of sensitive plant habitats for species integrity and long-term survival.

Principle 3. Manage storm water flows to minimize changes to the existing flow regime and to maintain or improve existing water quality in the Preserve Areas, including minimizing changes to the baseline flows in the receiving waters to the extent practicable and not allowing untreated discharges to occur to the aquatic resources in the Preserve areas.

Principle 4. Use elevated roads, arched culvert crossings and other practices for transportation corridors that must traverse Preserve Areas to the extent that is practicable to minimize direct and indirect impacts to aquatic resources in the Preserve Areas and to avoid significant impacts to the functions and values of the Preserve Areas.

Figure 6-1 Location of Proposed Natural Resource Preservation Areas



NATURAL RESOURCES

Principle 5. Use conservation design elements to minimize the effect of adjacent development on the Preserve Areas by constructing, to the extent practicable, single-loaded roads where housing directly abuts Preserve Areas, designing roadside landscaping to drain (surface and subsurface) toward urban features and not towards the Preserve Areas, and orienting houses so that the front living area faces the Preserve Area. Fences should be low and not restrict visibility into the Preserve Area. Impervious surfaces would be minimized. Within the development area, storm water/water runoff plans would be designed to use BMPs such as vegetated swales, infiltration trenches, and constructed wetland filter strips to treat storm water and water runoff from the development areas.

Principle 6. Locate compatible land uses next to Preserve Areas. The preferred land uses adjacent to the Preserve Areas are parks, hiking trails, athletic fields, and other forms of open space areas. Trails and bike paths to provide circulation within a development area would generally be located outside the Preserve Areas; and would only be permitted to cross the Preserve Areas if it is determined, on a case by case basis, that such crossings are necessary from a circulation standpoint and will be constructed in a manner that prevents adverse impacts to the functions and values of the Preserve Areas.

Principle 7. Mow-only firebreaks may be located at the outer edges of Preserve Areas. Mowing within the Preserve Areas should be conducted consistent with achieving the goals of the preserve management plan, including promoting native/discouraging non-native species. Firebreaks that necessitate herbicide application or tilling, plowing or other soil disturbance would be located outside of the Preserve Areas.

Principle 8. Ensure Preservation Areas are protected in perpetuity. This includes establishing buffers and not locating lot lines within the

preserve boundary. Areas would be protected in perpetuity through conservation easement that is adequately funded for maintenance and managed by a conservation-oriented third party. Preserve Areas would be fenced and signed.

Principle 9. Implement mitigation measures (avoidance, minimization, and compensation) that adequately offset direct and indirect impacts to aquatic resources and listed species. In general, establishing the Preserve Areas is considered a regional measure to achieve impact avoidance and minimization. Vernal pools that are directly impacted by projects should be mitigated at ratios equal to or greater than 2:1 for preservation and 1:1 for creation/restoration. Vernal pools indirectly affected should be mitigated at ratios equal to or greater than 1:1 for preservation and 1:1 for creation/restoration. Preservation and creation/restoration will generally be completed in the same watershed but not within, or in a way that would affect, existing wetland complexes. On a case-by-case basis, preservation credit may be given for vernal pools in the Preserve Areas (except for the 250-foot wide indirect impact zone). Excellent opportunities exist in or near the SDCPA for the establishment of a vernal pool conservation bank(s) and a wetland compensatory (i.e., restoration/creation) mitigation bank(s).

Principle 10. Recognize the realities and constraints placed on construction design due to infrastructure and market-driven forces by considering the costs of avoidance and mitigation measures and choosing measures that are the most cost effective way to achieve the long-term goal of maintaining the biological functions and values of the Preserve Areas.

The following sections describe the typical approach to managing and protecting resources in the Specific Plan Area. Development standards that regulate specific design features for resource management are included in SCSP Volume II: Development Regulations Sections 1.5.7 and 1.5.8.

6.4 WATER QUALITY

Sub-surface pipes will carry storm waters and other drainage toward the detention basins and water quality facilities located throughout the Plan Area. The primary design principle is to prevent direct urban drainage discharge into the main drainage corridor until it receives detention and water quality treatment prior to discharge. To achieve this objective, detention basins are strategically located throughout the project to capture all runoff from the developed areas up to and including the 100-year design event. Each detention basin will include the capability to treat urban runoff to acceptable levels and to detain and release storm runoff to mitigate any downstream hydro-modification impacts that would otherwise occur without detention basins.

Water quality improvement facilities will typically be integrated with detention basins but may also be located as independent facilities in the open space buffer areas between the developed areas and the Preserve Area. Each water quality feature will be unique to reflect the water volumes, terrain, and specific conditions at each site. In general, the detention basins will incorporate wet basins to treat urban runoff prior to discharge, infiltration trenches to capture and retain summer-time nuisance flows, and outlet control structures specifically designed to control the release of flows from the detention basin to levels that mitigate downstream hydro-modification impacts of the development. SCSP Volume II, Development Regulations Section 1.5.8 addresses water quality protection.

All structures that discharge water to the Preserve Area shall avoid concentrations of water flow that could cause soil erosion.

6.5 WATER CONSERVATION

The General Plan includes the goal to *"Protect the quantity and quality of the City's water resources."* (RCGP Goal NR.5)

This goal is to be implemented through the policies to "promote water conservation within

existing and future urban uses", (RCGP Policy NR.5.1) and "encourage the use of treated wastewater to irrigate parks, golf courses, and landscaping". (RCGP Policy NR.5.2)

While reclaimed wastewater is not yet available in the greater Sunrise Douglas Community Plan area, the City has chosen to require the installation of a reclaimed water pipeline connecting the major irrigation areas within the planning area. Until reclaimed wastewater becomes available, it is the intent of the City and the Sacramento County Water Agency to provide potable water to the recycled water system within this SunCreek Specific Plan Area.

The SunCreek Specific Plan will implement these policies by:

- Promoting water conservation efforts through education.
- Installing low-flow appliances and fixtures in all new development.
- Utilizing irrigation systems that reduce water consumption, such as drip irrigation and/or gray-water systems.
- Installing drought-tolerant vegetation and use water-efficient irrigation systems in landscaped public areas.
- Installing a "purple pipe" system throughout the Specific Plan Area to deliver recycled water to the major parks and landscaped areas within the SCSP Area.

6.6 URBAN FOREST PLAN

The City General Plan includes a goal to *"Encourage the planting and preservation of high-quality trees throughout the City."* (RCGP Goal NR.4)

The few existing trees that are within the SunCreek Plan Area are located around former homestead sites.

Nonetheless, even the General Plan policies addressing preservation of landmark tree resources are applicable when applied to ensure

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the protection of future resources that will result from new tree plantings.

"Conserve native oak and landmark tree resources for their historic, economic, aesthetic, and environmental value." (RCGP Policy NR 4.1)

Improve overall landscaping quality and sustainability in all areas visible to the public. (RCGP Policy NR 4.2)

Promote trees as economic and environmental resources for the use, education, and enjoyment of current and future generations. (RCGP Policy NR 4.3)

Consequently, all policies in this section relate to creating and preserving an urban forest in the developed areas and along the edges of permanent Preserve Areas described in the natural resources section.

The urban forest would include all trees in private yards, the landscaping in the parking areas and around buildings in the non-residential uses, the street trees, park trees, and natural landscaping in the useable open space areas.

SCSP Volume II: Section 1.5.3, Landscape Standards provides development guidelines to establish minimum planting standards and require appropriate tree species and planting densities within newly landscaped areas that are visible to or shared by the public. The guidelines will be consistent with the adopted City Tree List.

6.7 SOILS RESOURCES

Protection of the soil resources in this Plan Area relate primarily to minimizing soil erosion during construction activities. Implementation of Best Management Practices (BMPs) during construction would avoid this concern. SCSP Section 5.12 addresses Water Quality issues.

6.8 ENERGY RESOURCES

The City General Plan includes a goal to *"Reduce per capita energy consumption."* (RCGP Goal NR.7).

Under this goal the fundamental policies that relate to the SCSP are to "promote the development and use of advanced energy technology and building materials" (RCGP Policy NR.7.2), and to "encourage the development of energy efficient buildings and subdivisions" (RCGP Policy NR.7.)

The development in the Plan Area will include energy conserving design and materials where feasible. Energy conservation techniques and materials will undoubtedly become more affordable and effective during the build-out of this plan. Homebuilders will adapt the feasible and cost-effective technologies to remain competitive, as homebuyers demand lower annual operating costs and homes that are more efficient.

SCSP Volume II: Development Regulations, Section 1.5.7, includes standards and guidelines to achieve energy conservation in individual buildings and in the urban design of common areas.

6.9 AIR QUALITY

Sacramento County does not comply with Federal or State mandated air quality regulations. Internal combustion engines such as those in cars, trucks and off-road vehicles are a major source of ozone emissions. These precursors include reactive organic gases (ROG) and oxides of nitrogen (Nox).

The Sacramento Air Quality Management District (AQMD) has endorsed the Air Quality Management Plan for the SunCreek Plan. The plan includes many features designed to minimize ozone emissions and other pollutants. In order to improve air quality in the region it is necessary to reduce the number of automobile trips. The SCSP facilitates pedestrian and bicycle access, reduces the number and length of automobile trips through careful placement of trip destinations, such as commercial centers and schools. The plan distributes higher density residential uses along the proposed local transportation routes and close to the commercial uses in order to facilitate walking to the shuttle stops and to local shopping.

The SCSP is composed of relatively small, well-defined residential neighborhoods. Each neighborhood includes, or is near a commercial mixed-use shopping center (refer to Figure 2-6).

Each neighborhood will facilitate pedestrian and bicycle access to homes, shopping, schools, parks, and jobs through a pedestrian friendly modified grid street pattern and easy access to the backbone trail system.

All non-residential land use will provide a safe location for parking bicycles. This will consist of a series of racks, which will allow bicycle owners to securely lock their equipment while engaged in activities at those non-residential land uses.

All collector and arterial streets throughout the Plan Area include Class II bike lanes.

NATURAL RESOURCES

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I.7 PARKS AND OPEN SPACE

7.1 PURPOSE AND OBJECTIVES

This Chapter describes the parks and the open space areas provided in the plan.

The objectives addressed in this chapter include:

- Create a community scale park that will provide active recreation facilities in the core of the southeast quadrant of the city.
- Provide a major civic core by coordinating the design of the community park with the high school and middle school campus.
- Provide Neighborhood Parks and Neighborhood Greens within a short walk from most homes.
- Connect the parks and open space with a network of trails and sidewalks.

This Chapter establishes the standards and general locations and configurations, for parks and open space in the SCSP. The SCSP does not establish which entity, the City or CRPD, will design, own, operate and maintain these facilities. Those decisions will be made at the next stage of the development process, prior to approval of the first Tentative Subdivision Map in each phase of the SCSP.

7.2 PARKS

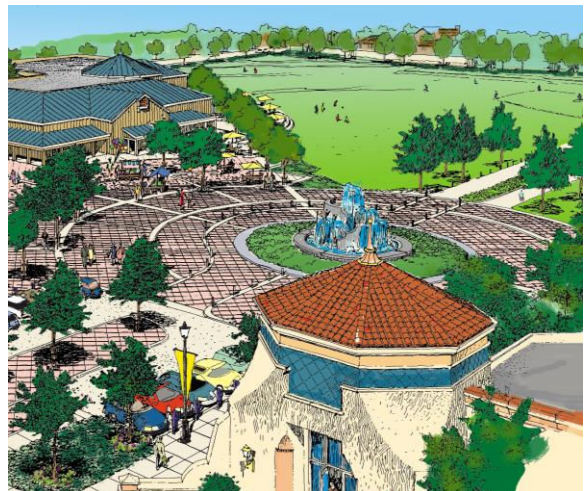
The SCSP establishes a network of parks and open space throughout the Plan Area. The parks and open space provide space for active sports, walking paths and bikeways, and natural areas adjacent to permanent resource preservation areas.

Policies and regulations define three categories of parks and open space. "Community Parks", and "Neighborhood Parks" are the traditional parks that provide active recreation and large gathering places. These parks are included in the tabulation

of park area requirements discussed below.

Neighborhood Greens include improved park spaces less than 2.2 acres in size. This includes "pocket parks" typically found within residential areas. The fourth open space category in the SCSP includes trails along open space and other linear greenways called "Park Corridors".

The SCSP includes neighborhood parks or neighborhood greens in or near each of the Village Center sites. These parks and greens will function as an "Urban Town Square" where people will gather for special events, and informally throughout the day. They will be an integral part of the commercial/social/institutional activity in the area. Consequently, the design for these parks will be carefully coordinated with the design of the adjacent commercial and mixed-use sites in the Center Form Based District design process described in Chapter 3 Land Use. The final design for each park and Neighborhood Green will coincide with the surrounding area development.



Conceptual illustration of a park adjacent to a Village Center near Rancho Cordova Parkway.

PARKS AND OPEN SPACE

In general, each Neighborhood Green and park will conform to the configuration and location illustrated in Figure 7-1, but the shape and

location may be refined in the Tentative Map review process.

Figure 7-1 Park Facilities within the Plan Area



7.2.1. Park Area Requirement

The City of Rancho Cordova requires five acres of parks per 1,000 residents comprised of Community Parks and Neighborhood Parks (the “Quimby” park area requirement), and one acre of Neighborhood Greens per 1,000 residents. Historically, CRPD has been the recipient of dedicated Quimby parkland. The Park Corridors add significantly to the open space experience, but are not included in the calculation of the land contributing the park area required to serve the residents of the Plan Area.

In this SCSP, the City, CRPD and the developers have implemented the standards in a manner that meets the requirements, goals and objectives of the General Plan policies, the CRPD requirements

and City ordinances.

Table 7-1 details the park dedication requirements that shall govern the SCSP based on the estimated population in each designated residential type. Table 7-1 indicates that the total population in the SunCreek plan will be approximately 12,351 residents.

This population would require a total of 74.1 acres of park and Neighborhood Greens, of which 61.8 acres would be in Community and Neighborhood Park and 12.3 acres would be in Neighborhood Greens.

As shown in Table 7-2 the SunCreek Plan provides 61.9 acres of Quimby eligible parkland, and 12.2 acres of Neighborhood Greens that fulfill the total park area requirement of 74.1 acres. In addition, the SCSP includes 7.0 acres of Park Corridors, as well as 45.6 acres of preserve buffer lands, 53.5

Table 7-1 Population Estimate and Quimby Park and Neighborhood Green Area Dedication Requirement

Residential Category	Dwelling Units	Population per Household	Population	Park Acres Required
LOW DENSITY (2.1 to 6 du/ac)	911	2.95	2,687	16.1
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	2,329	2.95	6,871	41.2
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	504	2.03	1,023	6.2
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	1,149	1.54	1,769	10.6
TOTAL	4,893		12,351	74.1

Table 7-2 Summary of All SunCreek Quimby Park and Neighborhood Greens Provided

Type	Required Ratio Acres		Required Acres	Acres Provided
Quimby Park Area (Community and Neighborhood Parks)	5.0	per 1000	61.8	61.9
Neighborhood Greens	1.0	per 1000	12.3	12.2
Mandatory Parks and Neighborhood Green Total			74.1	74.1
Non-Mandatory Park Corridors				7.0

PARKS AND OPEN SPACE

acres of detention basin areas that will be naturalized to appear as open space amenities, and 205.1 acres of wetland preserve areas that will provide visual open space. Outside the preserves edge areas provide opportunities for trails and small play areas. Parks counted toward the “Quimby” park area requirement are each a minimum of 3.7 acres in size.

The total area identified as Community Park or Neighborhood Park in Figure 7-1 is 61.9 acres. All of this area will be improved park with turf, tree canopy, and other park amenities to be determined.

7.2.2. Storm Water Management Adjacent to Parks

Parks in the SunCreek Plan Area do not include storm-water detention basins. However, two areas adjacent to the Community Park will include permanent water quality control basins. These basins are not counted in the required park area.

The areas required for storm water management will include permanently wet basins and are therefore included in the Detention Basin calculation. However, the design of the Community Park may integrate these basins as naturalized amenities that augment the recreation and aesthetic features of the park.

7.2.3. Community Park, Open Space and Public Facilities Complex

The centerpiece of the SunCreek Plan is the Community Park located in the center of the Plan area contiguous to the high school and middle school. The complex of parks, the adjacent schools, the wetland preserve areas, and directly accessible contiguous open space provide a magnificent open space and recreation feature encompassing over 320 acres in the heart of the SunCreek Plan Area.

Section 5.7 describes this complex as the “Great Park” concept, the signature element of the SCSP. This area is a visual landmark that distinguishes

this community, but also provides the hub of an extensive trail network linked to all parts of the Plan Area. Figure 7-2 provides a view of the entire complex of Community Park and open space included in the “Great Park” concept.

The SunCreek Community Park encompasses 29.3 acres of active area on the north side of Central Park Drive adjacent to the High School/Middle School campus, and 15.7 acres of active area adjacent to the elementary school to the south of Central Park Drive.

The community park will provide space for ball fields, restrooms and parking areas. These will be suitable for recreation leagues for soccer, softball and similar active recreation facilities. Lighted ball fields may be suitable in these parks depending on the design of the facility. Community parks also include such amenities as play grounds, large community picnic areas, skate parks, splash/spray parks, amphitheaters, etc. The adjacent high school/middle school facility provides an excellent opportunity for joint facilities such as parking, sports fields and other recreation facilities.

The park complex also encompasses 37.5 acres of permanent wetland preserve, 12.6 acres of wetland buffer that includes trails and small play area opportunities, and 10.8 acres of detention basins. These areas provide an attractive amenity feature for the park.

Although not entirely dedicated for active sports recreation this complex is nearly 85 acres of park and contiguous open space. Walking, informal play in the buffer areas around the wetland preserve, and the sense of broad, open scale provided by the preserve areas contribute the recreational and community identity value of the plan.

The Village Commercial Center at the intersection of Central Park Drive and Rancho Cordova Parkway is a gateway to this Great Park. The center provides gathering places, food services, and other community oriented businesses that enhance the experience of the Great Park.

PARKS AND OPEN SPACE

Figure 7-2 Combined Community Park and Open Space Complex



7.2.4. Central Park Drive

Central Park Drive is a key component of the Community Park that links the park to the Village Center at Rancho Cordova Parkway. It transects the southern portion of this park complex. It is a Pedestrian Boulevard with an unusually wide landscape corridor on the north side of the street as described in Chapter 4, Circulation, and is envisioned as a pedestrian route. Traffic calming features in the street, a narrow travel way with parking on the side and signage will slow traffic through this area. A bicycle trail crossing will be included in the center of the park to slow traffic.

comply with the park and open space area requirements. Neighborhood parks will be 3.7 acres to 10 acres in area. Neighborhood Greens are 2.2 acres or less and are intended to include small recreation amenities such as play and picnic areas.

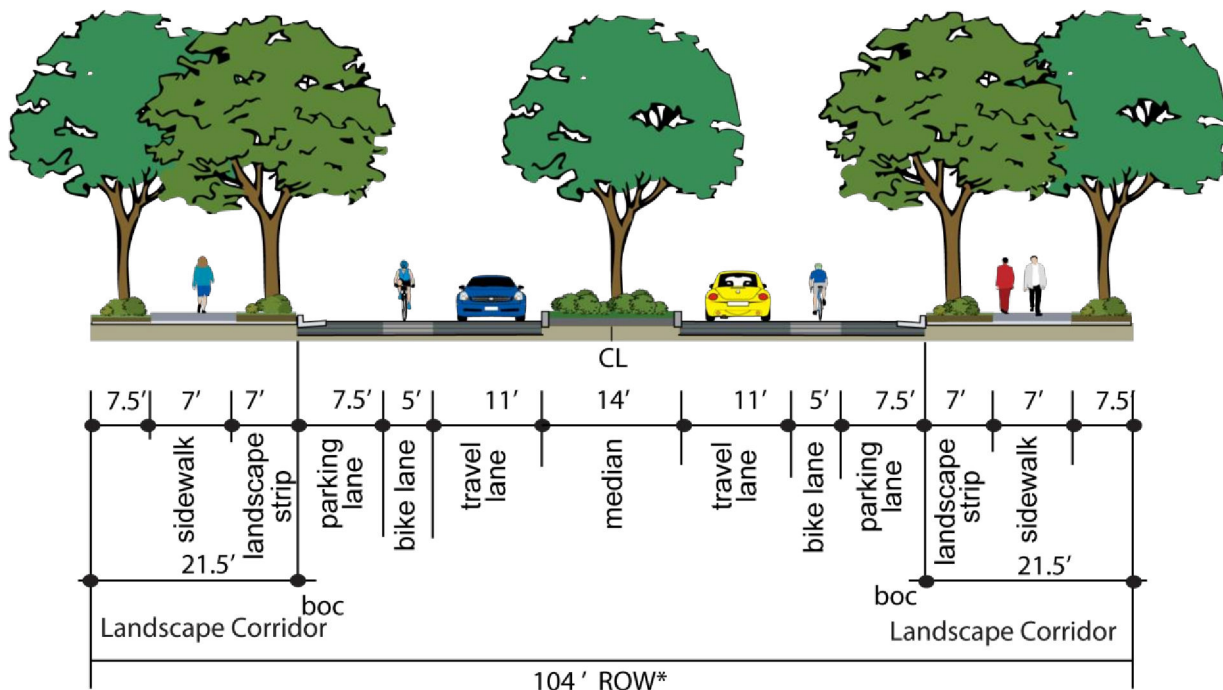
Neighborhood parks are typically located in the center of a residential neighborhood and/or adjacent to a school.

A typical neighborhood park will include a large multi-use turf field, play structure, group picnic area and a drinking fountain. Neighborhood parks will not include restrooms or parking.

7.2.5. Neighborhood Parks

Figure 7-1 shows four Neighborhood Parks and nine Neighborhood Greens in the Specific Plan. Tentative Map approvals may adjust the parkland and open spaces illustrated on Figure 7-1 to

Figure 7-3 Central Park Drive (see also Figure 4-10 Pedestrian Boulevard)



7.2.6. Park Corridors and Wetland Edge Areas

There will be additional opportunities for small playground and neighborhood green facilities with seating and shade shelters adjacent to the extensive open space and wetland preservation areas. In some instances, the park and trail may be adjacent to a small detention or water quality basin.



Small play area along open space edge or trail.

PARKS AND OPEN SPACE

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I.8. INFRASTRUCTURE & PUBLIC SERVICES

8.1 PURPOSE

This Chapter describes the level and type of public services and facilities to serve the SunCreek Specific Plan (SCSP). The SCSP will require extensions of public infrastructure (sewer, water, drainage and utilities) and expansion of the public services, both those provided by the City of Rancho Cordova, and other public agencies. Public services include municipal services, fire and police protection, public schools, hospitals, libraries.

8.2 OBJECTIVES

The infrastructure, facilities and services objectives addressed in this Chapter respond to issues identified in the General Plan. These include:

- Ensuring adequate financing for the City's infrastructure improvements and community services.
- Ensuring that long-term funding sources are available to operate public facilities and provide public services.
- Establishing a comprehensive infrastructure system to meet the needs of residents, employees, and visitors.
- Managing new development areas to ensure that water lines and sewer and drainage systems are constructed in advance of residential development.
- Coordinating with water, sewer, and utility service providers to reduce incidences of service interruption, improve the quality and sustainability of services, and reduce per-unit costs.
- Minimizing visual impacts and physical impediments of utilities.
- Creating public schools that are at the forefront of educational efforts, seen as a viable option by all parents, and are safe for children.
- Designing and providing local services to meet the needs of local residents.

8.3 DOMESTIC WATER

The SunCreek Plan Area is located within the Zone 40 service area and will ultimately be served with surface water from the Sacramento River. Groundwater may augment surface water delivered to this site to provide for the conjunctive use of surface water and groundwater. The potable water transmission system will supply surface water deliveries to the North Service Area (NSA), and will meet 100% of the build-out demand in the SunCreek Plan Area.

Water storage reservoirs are needed to meet the fire flow and peak hour demands within the NSA area. The on-site well and groundwater system is needed to meet the long-term conjunctive needs of the NSA during peak summer day demands. These reservoirs with their pumping stations will be strategically located within the onsite water distribution system to maintain system pressures within the greater NSA.

Initial service to the Plan Area may be from raw groundwater obtained from the North Vineyard Well Field and transported through an existing 30-inch diameter raw groundwater pipeline to the Anatolia Groundwater Treatment Plan located about 1.5 miles north of Kiefer Boulevard on Sunrise Boulevard.

INFRASTRUCTURE, PUBLIC SERVICES AND FACILITIES

A grid of 8 inch to 12-inch mains will extend from the transmission main to serve local developments.

Raw groundwater obtained from wells located to the south of Kiefer Boulevard is delivered via the North Vineyard Well Field Raw Water Pipeline to the Anatolia Groundwater Treatment Plant (GWTP) located about 1.5 miles north of the Kiefer Boulevard on Sunrise Boulevard. Transmission mains in Sunrise Boulevard, Kiefer Boulevard, Chrysanthy Boulevard and Rancho Cordova Parkway will deliver treated water to the Plan Area.

The first phase of improvements beyond the Anatolia GWTP will include new transmission mains extending south of Kiefer Boulevard on Sunrise Boulevard and Rancho Cordova Parkway, and along Kiefer Boulevard between Rancho Cordova Parkway and Americanos Boulevard.

As development progresses within the SCSP, additional water transmission pipelines will be installed in the other major roadways within the SCSP. Eventually, NSA regional water transmission and storage improvements will be constructed by SCWA from the Vineyard Surface Water Treatment Plant (SWTP) to the intersection of Sunrise Boulevard and Kiefer Boulevard, and then north through the Plan Area along Rancho Cordova Parkway, and North Campus Road. These improvements will also include two two-million gallon storage facilities along North Campus Drive near the planned high school.

These improvements will be installed by SCWA when regional water demands within the NSA warrant.

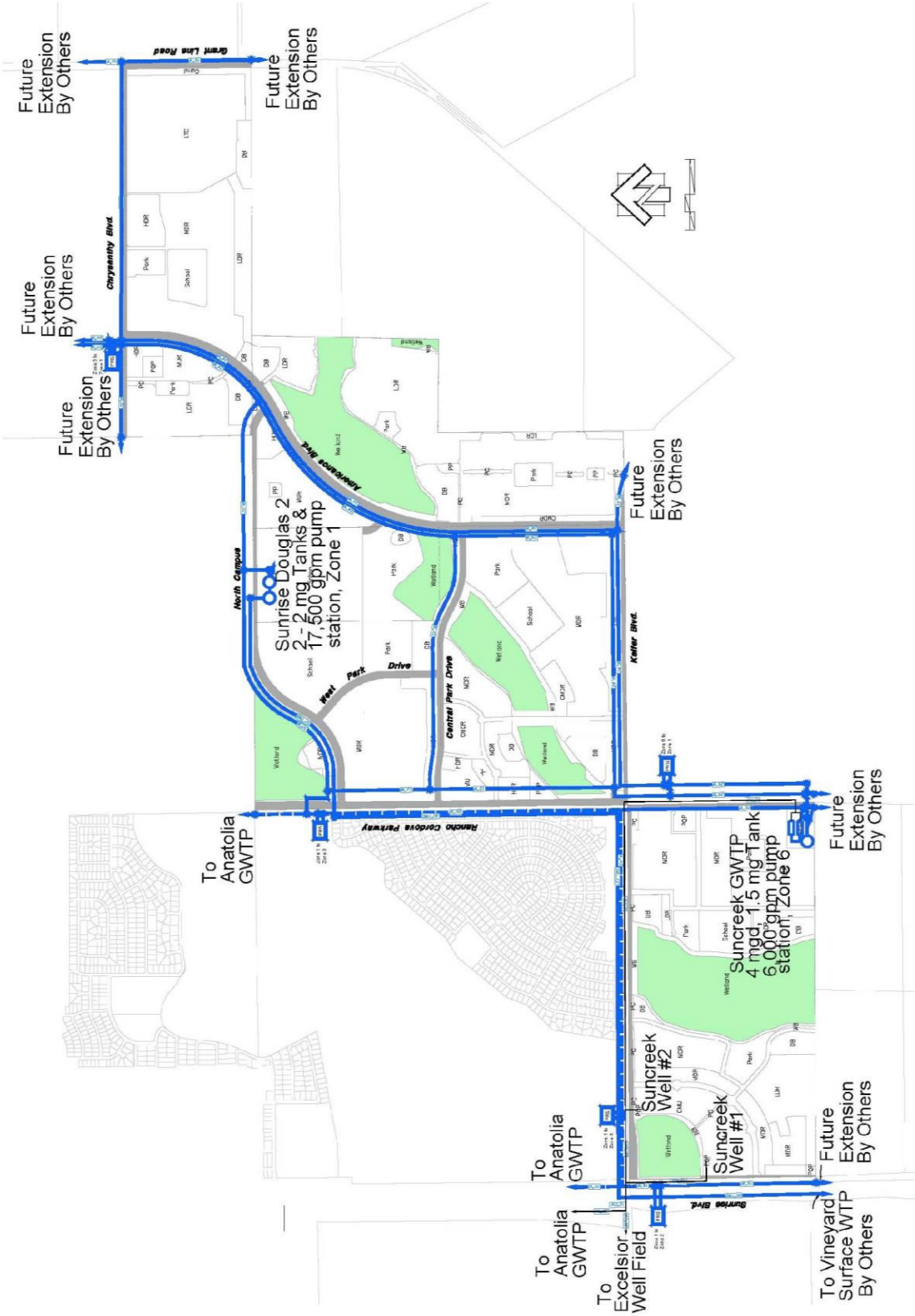
At some point, as the availability of ample surface water supplies start to diminish, SCWA will implement its planned conjunctive use program in the NSA by constructing two new groundwater wells located south of Kiefer Boulevard along the east side of Sunrise Boulevard, and a third groundwater well at the site of the future SunCreek Groundwater Treatment Plant located along the west side of Rancho Cordova Parkway approximately one-half mile south of Kiefer Boulevard. At the same time, SCWA will construct the SunCreek Groundwater Treatment Plant at the above-described site, and construct a new water transmission pipeline

northerly along Rancho Cordova Parkway from the groundwater treatment plant to the transmission pipelines located in Kiefer Boulevard.

8.3.1. Non-Potable Water

A non-potable water distribution system in the major streets will provide capacity for future delivery of non-potable water to the parks and major landscaped areas within the Plan Area.

Figure 8-1 Plan Area Water System Map



8.4 SEWER

The SunCreek Specific Plan Area is within the service area of the Sacramento Area Sewer District (SASD) and the Sacramento Regional County Sanitation District (SRCSD). SASD owns and operates sewer trunk and collector systems throughout Sacramento County. SRCSD owns and operates the Sacramento Regional Wastewater Treatment Plant (SWRTP) and interceptor systems throughout Sacramento County.

The SASD Board of Directors approved a System Capacity Plan in January 2012 that provides an updated mid-range and long-term plan for sewer service in this area. The SunCreek Specific Plan reflects the current SASD System Capacity Plan.

Each phase of development within SCSP will be subject to the District Ordinance, Standards and Specifications, Fee Structure and Reimbursement Policies and Procedures (including eligibility for reimbursement and reimbursement agreement requirements) in place at the time of application. SASD will require the submittal and approval of a large Level 2 Sewer Study for the Plan Area prior to recordation of any large or small lot final maps.

The backbone collection system in the Specific Plan will be constructed within existing and proposed rights-of-way and along the SunCreek Parkway open space corridor. Wastewater will flow by gravity from the intersection of Grant Line Road and Chrysanthy Boulevard to the southwest through the Plan Area, in a new trunk sewer line, to the SunCreek Sewer Pump Station located at the southwest corner of the Plan Area and adjacent to the east side of Sunset Boulevard. A series of local trunk and collector sewer lines will connect to the new trunk sewer line.

The existing Anatolia III pump station will be abandoned with the first phase of development in the Plan Area, and a relief sewer will convey its flows southeasterly to the SunCreek Sewer Pump Station. Wastewater will initially be pumped from the SunCreek Sewer Pump Station north in an 8" force main to Kiefer Boulevard and then easterly in Kiefer Boulevard to a point of connection with the existing

Anatolia III 8" force main. The existing 8" force main would then convey the initial flows northerly from the Plan Area along Rancho Cordova Parkway to the existing Chrysanthy Trunk Line. This trunk line would then convey the flows to the Chrysanthy Pump Station. This station will connect with the Bradshaw Interceptor that conveys the flows to the Sacramento County Regional Wastewater Treatment Plant as illustrated in Figure 8-2.

The Chrysanthy Pump Station may need to be upgraded to provide additional pumping capacity to serve development with the Plan Area.

As the Plan Area and adjacent areas develop, the SunCreek Sewer Pump Station would be upsized and connected to the Sunrise Blvd. (northerly leg) of the Kiefer Boulevard force main which would convey the flows to the Aerojet Interceptor. The SunCreek Pump Station could be connected directly to the Chrysanthy Pump Station via a new force main along Sunrise Boulevard if the existing Kiefer Boulevard force main lacks adequate capacity or is not otherwise available at that time.

Figure 8-2 Plan Area Sewer System Map



8.5 HYDROLOGY & DRAINAGE

The Plan Area topography falls gently to the west and southwest with average slopes of approximately 0.006 feet per foot (ft/ft). The rolling grasslands are interspersed with grassy swales, seasonal drainage courses that provide significant amounts of natural storage.

The natural storage capacity of the primary drainage corridor will remain in place because this portion of the Plan Area will remain in permanent open space in the developed plan.

Approximately 266 acres, (21 percent) of the land area in the plan, will be permanent open space in wetland preserve, wetland buffers and storm water detention facilities. These low-lying areas provide the majority of the storm water storage capacity in the natural (pre-development) condition.

The Plan Area is located primarily within the Kite Creek watershed. Kite Creek is tributary to Laguna Creek. Kite Creek conveys storm water southwest

towards the junction of Sunrise Boulevard and Jackson Highway in a well-defined drainage course. A small portion of the northwest corner of the Plan Area is located in the Morrison Creek watershed, and a small portion of the southeast corner of the Plan Area is located in the upper Laguna Creek watershed as illustrated in Figure 8-3. These natural drainages convey storm water to the Beach-Stone Lakes area in western Sacramento County.

The project proposes to limit peak storm water flows (measured at the edge of a project) after development of the Plan Area (post development) shall not exceed pre-development peak flows.

Peak runoff flows and volumes would increase in the Plan Area because of the planned development.

Figure 8-3 Drainage Shed Map

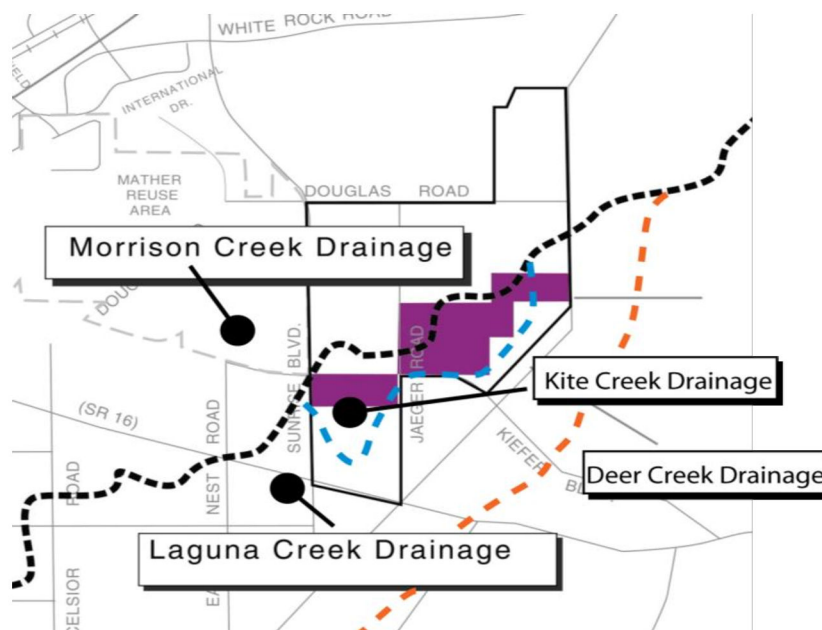
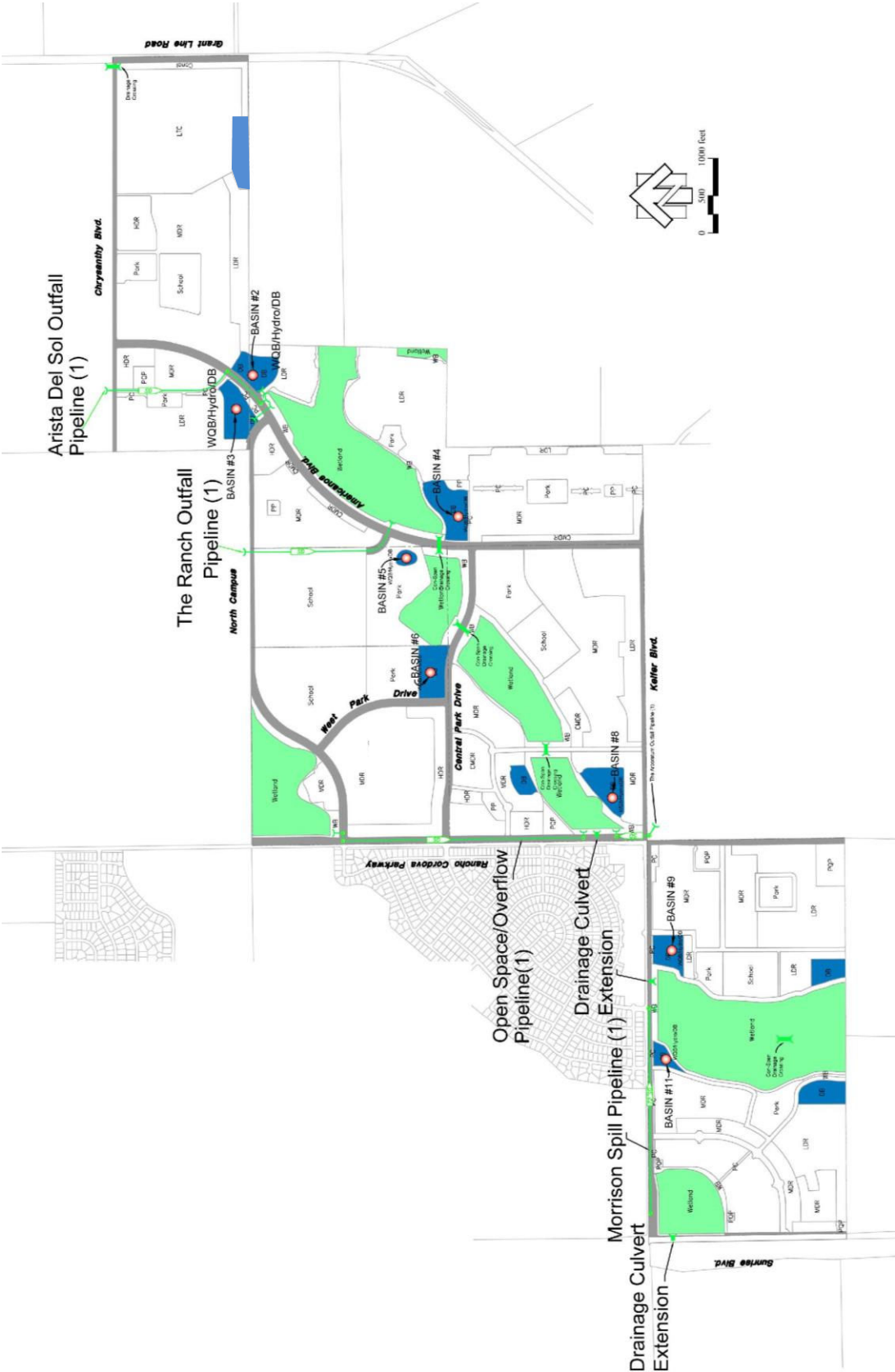


Figure 8-4 Local Detention Basins



Planned storm water management facilities within the Plan Area will mitigate for increased storm runoff created by development of the Specific Plan Area. Areas outside of the Specific Plan Area will be required to mitigate for their increase in storm drainage runoff prior to discharge into the Plan Area unless facilities are oversized on-site to accommodate off-site development needs.

Figure 8-4 illustrates several small detention basins located along the primary drainage corridor that will provide natural storm water storage. Combining multiple detention facilities for tributary areas throughout the Plan Area and storage of peak storm flows within the Preserve area effectively reduces the peak flow- through the Preserve Area and at the Plan Area's southern boundary. This corresponds to the undeveloped peak flow.



The detention basins may hold water during and immediately after each storm. However, the basins include small, permanently wet, water quality treatment ponds.

The detention basins are a key component of a comprehensive storm water management and water quality system that extends throughout the developed portions of the Plan Area. In addition to the basins, the system includes underground pipe conveyances and all of the surface components of that system (including inlets, filters, maintenance access, and outfall structures). The overall drainage system will convey and treat storm runoff from the Plan Area without reliance on on-site LID design

features. Each developer can incorporate LID design features into the on-site design of the project and reduce the size of the water quality and hydro-modification basins accordingly.

The storm water and water quality features throughout the Plan Area are an integrated management system.

The detention facilities will be located at the edge of the drainage corridor where they will intercept run-off from the adjacent development areas before the water enters the main corridor.



Typical basin feature located in the buffer area adjacent to the Wetland Preserve will provide water quality treatment and small volume storm water detention.

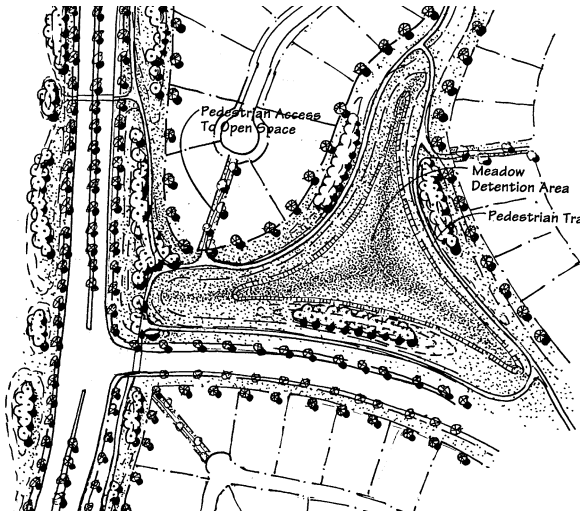
The basins will provide water quality treatment for urban run-off before such water enters the wetland preserve areas. Urban nuisance run-off water will first flow through the wet basin where water quality treatment will occur. Run-off water will then be retained in detention basins and percolated into the ground through a series of percolation trenches.

Although storm water management and water quality improvement are the primary functions, the detention facilities will also provide an aesthetic and informal recreation function. The basins will be an integral element of the amenities in wetland edge areas that also include naturalized landscaping and a bike and pedestrian trail system. Minor

INFRASTRUCTURE, PUBLIC SERVICES AND FACILITIES

amenities such as benches, trashcans, and picnic tables may be located near the detention basins to enhance their recreational value. All improvements must be located outside of the wetland preserve areas.

The detention basins will be visual amenities that include naturalized landscaping such as willow and native oaks, as well as native companion plant groundcovers and shrubs. With consideration to maintenance, requirements for the basin's primary functions of storm water management and water quality enhancement the design may allow for placement of boulders or other naturally occurring features that would enhance the aesthetics of the facility.



Individual subdivisions may include small basins as an entry feature.

The banks of the basins will be designed and graded such that public safety fencing shall not be required in most cases.

The basins will appear as a visual amenity and extension of the adjacent land use. The pedestrian paseos and other open space features designed into medium and high-density residential uses, as well as Village Commercial and Commercial Mixed Use areas may include storm water detention facilities. Such facilities would include small basins and swales that are an integral part of the feature landscaping and interconnected with the overall storm water

management system. The incorporation of these types of LID features into the on-site designs can reduce the size of the water quality and hydro-modification features in the detention basins.

The parking areas in non-residential and multi-family residential uses may also function as part of the storm water management system. Parking areas and pedestrian areas may include landscaping features that function as storm water storage and water quality enhancements.



Parking lot landscaping can include water quality improvement features.

Some basins may be located adjacent to and at the lower end of parks located throughout the Plan Area. In these instances, the basins will include a portion that is typically quite shallow and will appear as an extension of the park. The basin will serve as a water quality enhancement feature that treats pollutants coming from the park turf and parking areas.

Multiple detention facilities allow for phased development of the Plan Area. Basins can be designed and constructed to accommodate the storm flow from small sub-areas.

Final design of each detention basin will occur as individual neighborhoods are developed and the need for mitigation of flows arises.

8.6 SCHOOLS

The SunCreek Plan area is within the Elk Grove Unified School District. In order to accommodate new students, the district will need to construct new schools and expand existing facilities.

Table 8-1 summarizes the current Student Generation Rate for Elk Grove Unified School District. The projected student enrollment is 1,778 elementary schools students, 554 middle school students, and 960 high school students.

The Specific Plan shows three elementary schools located to serve individual neighborhoods. The elementary schools are adjacent to a neighborhood park on sites that are level and square in shape. Collector streets provide a separate pedestrian path for children to walk to school. Schools are also accessible to the backbone trail system as show in Figure 4-18. Schools will have timely access to all utilities and services, including sewer, water, gas, electric and drainage.

8.7 LIBRARIES

The high school and middle school campus would be the first choice location for a library in the SunCreek Plan Area however there also will be several alternatives in the Commercial Mixed Use sites. Furthermore, the library could be located in conjunction with other parks, schools or commercial

areas in the Sunrise Douglas Community Plan Area.

8.8 ELECTRICITY

The Plan Area is within the Sacramento Municipal Utility District (SMUD). SMUD owns and maintains power lines within the Plan Area and will be the provider of electrical service.

8.9 NATURAL GAS

Pacific Gas and Electric Company (PG&E) will provide natural gas service. PG& E owns and operates an 8- inch feeder main along the entire Plan Area frontage on Sunrise Boulevard.

This feeder main is currently operating at 60-psi pressure.

8.10 TELEPHONE

AT&T, Citizens, or Surewest will provide telephone service to the Plan Area.

Table 8-1 Summary of Plan Area School Facility Requirements

LAND USE	DWELLING UNITS	K- 6 Students per dwelling*	7-8 Students per dwelling*	9-12 Students per dwelling*
SINGLE FAMILY RESIDENTIAL	3,744	0.3812	0.1238	0.2076
MULTI-FAMILY RESIDENTIAL	1,149	0.3059	0.0782	0.1591
	STUDENT ENROLLMENT			
K-6 ENROLLMENT	1,778			
7-8 ENROLLMENT	554			
9-12 ENROLLMENT	960			

* Source: School Facilities Needs Analysis, Elk Grove Unified School District, April 2013 Table 2-1

8.11 FINANCING PLAN

The City will adopt the Financing Plan concurrent with the approval of the SCSP. The Financing Plan will identify the infrastructure and public facilities required for development of the plan along with the required financing. The financing plan will incorporate and implement the guiding principles set forth in SCSP Section I.9 Implementation and will provide more specific guidance for phasing of infrastructure and public facilities. The Financing Plan identifies potential phases and the backbone infrastructure required for each phase. This provides general guidance for future conditions of approval and development of more detailed tentative map phasing plans. The tentative map phasing plans will provide detailed phasing for the build out of each tentative map, including the specific infrastructure required for each phase.

8.12 SPECIFIC PLAN POLICIES

The City's goal is to have all required infrastructure for a development phase, including onsite and offsite roadways, completed or guaranteed to the satisfaction of the City prior to the issuance of building permits in that phase. The development agreement and financing plan will identify the general timing and requirements for arterial and collector roadway improvements. Details of specific roadway improvements required for each phase will be clarified and finalized to the satisfaction of the City prior to approval of each tentative map.

Policy IPS 1. An assured water supply and delivery system shall be demonstrated at the time of project approval. The water agency providing service to the project may provide several alternative methods of supply and/or delivery, provided that each is capable individually of providing water to the project.

Policy IPS 2. All required water infrastructure for the project shall be assured with bonds or other sureties to the City's satisfaction prior to approval of improvement plans and/or recording of a final map for a particular subdivision. Water infrastructure may be

phased to coincide with the phased development of large-scale projects.

Policy IPS 3. Proposed water supply and delivery systems shall be identified at the time of tentative map approval to the satisfaction of the City. The water agency providing service to the project may provide several alternative methods of supply and/or delivery, provided that each is capable individually of providing water to the project.

Policy IPS 4. The agency providing water service to the subdivision shall demonstrate prior to the approval of the Final Map that sufficient capacity shall be available to accommodate the subdivision plus existing development, and other approved projects in the same service area, and other projects that have received commitments for water service.

Policy IPS 5. Offsite and onsite water distribution systems required to serve the subdivision shall be in place and contain water at sufficient quantity and pressure prior to the issuance of any building permits. Model homes may be exempted from this policy as determined appropriate by the City and subject to approval by the City.

Policy IPS 6. Sewage conveyance systems within the subdivision shall be in place and connected to the sewage disposal system prior to the issuance of any building permits. Model homes may be exempted from this policy as determined appropriate by the City and subject to approval by the City.

Policy IPS 7. Utility equipment shall be placed underground, or strategically placed and/or screened to the maximum extent feasible.

Policy IPS 8. Underground sewer, water and drainage facilities shall be installed to the ultimate planned capacity as part of required road construction unless otherwise approved by the City.

Policy IPS 9. Public service providers shall be co-located in park, commercial, office, and mixed use sites that are accessible to persons in need of services.

Policy IPS 10. Any libraries within the SCSP shall be accessible to pedestrians, bicycles, and public transit riders, in a highly visible location that is accessible to unaccompanied children.

Policy IPS 11. School facilities shall be sited according to the following criteria:

- Schools should be within walking distance of most residences, and should connect with trails, bikeways, and pedestrian paths.
- Schools should serve as a focal point of neighborhood activity and be interconnected with parks, greenways, and off-street paths whenever possible.
- New schools should be placed adjacent to neighborhood and community parks whenever possible and be designed to promote joint use of appropriate facilities.

Policy IPS 12. An On-Site Phasing Plan, On-Site Phasing Guidelines and an Off-Site Infrastructure shall be included within the SunCreek Finance Plan.

I.9. IMPLEMENTATION

9.1 PURPOSE

A series of development entitlements between the City and the developers will govern Implementation of the policies set forth in this Specific Plan document. The SunCreek Specific Plan (SCSP) establishes land use designations for all properties.

None of the properties seeks Small Lot Tentative Map entitlement approval concurrently with the SCSP. Such entitlements will be required prior to development.

The SCSP will require participation of all properties in a Public Facilities Financing Plan (Financing Plan) prior to development. The Financing Plan will identify the infrastructure and public facilities required for development of the plan.

The Financing Plan will describe the financing strategy and mechanisms to fund backbone infrastructure and public facilities needed to serve new development in the SCSP, and will include the following elements:

- Description and associated estimated costs of major backbone infrastructure and public facilities (Phasing Master Plan) to be constructed or acquired in association with SunCreek development. This includes roadways, sewer, drainage, water and public facilities (parks, schools, fire protection, law enforcement, etc). In-tract subdivision costs will not be included.
- Identification of existing and new funding mechanisms to pay for required onsite

and offsite backbone infrastructure and other public facilities.

- Identification of general phasing requirements for onsite and offsite backbone infrastructure and public facilities.
- Establishment of a policy framework for financing the required major backbone infrastructure and public improvements.
- Identification of costs associated with ongoing operations and maintenance for constructed backbone infrastructure and public facilities.
- Identification of existing and new funding mechanisms to pay for ongoing operations and maintenance costs associated with required backbone infrastructure and other public facilities.
- Incorporation of the Guiding Principles below that identifies the development conditions and triggers for builders regarding infrastructure required for any given builder.

9.1.1 Guiding Principles

These Guiding Principles define the “rules” regarding the funding and construction of infrastructure and the phasing of development in the SCSP. These rules clarify the approach for developing required infrastructure as each project or tentative subdivision map moves forward.

Development in the SCSP shall be consistent with, and the Conditions of Approval shall include the following policies:

IMPLEMENTATION

Responsibility for Infrastructure Funding

Development within the SCSP shall pay the full costs of infrastructure needed to serve the Specific Plan area, except where other funding sources are appropriate and available. The Development Agreements or Conditions of Approval will detail the amounts over and above the developer's fair share that will be reimbursed or credited after subsequent developers pay their fair share of the full costs of infrastructure. The Financing Plan, Development Agreement and Tentative Map Entitlements will address issues associated with timing of financing and construction, fee credits and reimbursement for developers who install public facilities.

Timing of Infrastructure Funding

The Financing Plan shall provide a strategy for funding backbone infrastructure and community facilities consistent with the timing set forth in the Infrastructure Phasing Master Plan and these Guiding Principles. Developers within the SCSP shall be required to construct, or pay for the construction of, public improvements as needed pursuant to the approved phasing plans.

General Timing- Offsite & Onsite Infrastructure

Both on-site (in the SCSP area) and off-site (outside the physical boundaries of the Specific Plan area) public facilities and infrastructure improvements shall be installed to meet projected development demands in accordance with the City's and/or other agency infrastructure requirements and policies, unless otherwise modified by subsequent entitlement approvals.

Linking Requirements to General Plan

Before building permit issuance in the SCSP, infrastructure required of a specific project shall be constructed to the satisfaction of the City Engineer, consistent with General Plan Circulation Element and Infrastructure Services and Finance Policies in effect at the time of small lot tentative map approval, unless otherwise modified by subsequent entitlement approvals.

Refinement of Onsite Infrastructure

The Financing Plan shall provide the minimum infrastructure required to meet the development demands of each phase of development. These infrastructure requirements will be refined as part of the review and processing of individual projects prior to the approval of small lot tentative maps or large lot tentative map, or prior to building permits for projects that do not require an associated small lot tentative map.

Tying Offsite Core to Internal Capital Projects

The City of Rancho Cordova Core Backbone Roadway Phasing Plan provides minimum SCSP offsite infrastructure required to meet development standards throughout the City. These offsite infrastructure improvements are required and will be timed with SCSP onsite capital improvement requirements, unless otherwise modified by subsequent entitlement approvals.

Offsite Core Infrastructure Timing

The Phasing Plan and Financing Plan will identify offsite infrastructure timing requirements.

Finance Mechanisms and Funding Availability

Finance mechanisms that ensure the availability of funding for delivery of required onsite and offsite infrastructure will be in place prior to the approval of final maps or prior to the issuance of building permits for projects that do not require an associated final map. The required infrastructure will be consistent with defined roadway improvements in each phase of development and consistent with City Core Backbone Plan requirements.

Forms of Dedication

All dedications shall be in a form approved by the City, including but not limited to grant deeds, easements, irrevocable offers of dedication, or other approved instruments. The type and form of the dedication shall be at the sole discretion of

IMPLEMENTATION

the City, or as otherwise provided for in the approval of small lot tentative maps, or prior to building permits for projects that do not require an associated small lot tentative map.

Right-of-Way and Easement Dedication

Developers shall be required to dedicate right-of-way, public utility easements, landscape easements and pedestrian easements for arterial roadway, collector and residential roads consistent with the requirements of the SCSP, with the final map prior to improvement plan approval or the issuance of building permits for individual development proposals.

Park Dedications

All accepted parklands, paseos and other open space shall be dedicated to the City or the Cordova Recreation and Park District. The timing for the delivery of parks, recreation facilities, paseos and open space shall be determined before the approval of the first tentative subdivision map in the corresponding phase of the Specific Plan.

Major Roadway Timing and Completeness

All required infrastructure for a development phase, including onsite and offsite roadways, shall be substantially complete to the satisfaction of the City Engineer prior to the issuance of building permits in that phase. Prior to occupancy all streets and improvements shown on the phasing plan shall be completed to the satisfaction of the City Engineer. The Development Agreement and Financing Plan will identify the general timing and requirements for arterial and collector roadway improvements. Details of specific roadway improvements required for each phase will be clarified and finalized to the satisfaction of the City Engineer prior to approval of each tentative map.

These improvements shall include the full section from curb to curb, streetlights, sidewalks, median landscaping, parkway landscaping and other

roadside appurtenances. At the City's discretion, phasing of lanes on arterial roadway roadways may be implemented through provision of wider interim medians that will provide space for future lanes. In addition, at the City's discretion, certain roadside elements could be phased with construction of adjacent development.

Internal Streets Timing and Completeness

The City's goal is to ensure that the phasing of construction within each tentative subdivision map provides logical and reasonably complete infrastructure for residents who occupy homes prior to completion of the entire mapped subdivision. As such, the developer shall provide a phasing plan addressing sequencing and build-out of all internal streets depicted on the tentative map. A detailed agreement on requirements and timing for the tentative map-phasing plan will be finalized prior to the approval of small lot tentative maps or large lot tentative maps, or prior to building permits for projects that do not require an associated small lot tentative map.

Logical Completion of Roadway Segments

All roadways, pedestrian facilities, and bikeways shall be constructed in logical and complete segments, connecting from intersection to intersection, to provide safe and adequate access with each phase of development as conditioned with the approval of each small lot tentative map, or as set forth in subsequent entitlement approvals.

Two Points of Access

Each phase of a project or tentative subdivision map shall include a collector or local street system that provides at least two points of access to arterial roadways, to the satisfaction of the City Engineer.

Arterial Roadway Completeness

Wherever collector or local roadways intersect an arterial roadway, that arterial roadway shall be

IMPLEMENTATION

improved, in accordance with the "Logical Completion of Segments" and "Major Roadway Timing and Completeness" items above, from that point to the next completed arterial roadway segment. Such improvements may allow for future phasing of additional travel lanes at the discretion of the City if traffic volumes and City transportation priorities do not warrant full construction at the time of development.

Intersection Completion

When intersections are part of the required roadway improvements, they shall be constructed to their ultimate configuration unless otherwise approved by the City. If the City determines that phasing of an intersection is appropriate, the phased construction shall accommodate the ultimate intersection design. Where an intersection will be signalized, the new signal shall be installed during construction of the intersection unless otherwise approved by the City.

Ultimate Utility Installation

Underground sewer, water and drainage facilities shall be installed to the ultimate planned capacity as part of required road construction, unless otherwise set forth in subsequent entitlement approvals.

Interim Improvement Alternatives

The phasing of infrastructure improvements depicted in the Infrastructure Phasing Plan, particularly sewer and water infrastructure improvements, may not be the most cost efficient and/or effective manner in which to phase the improvements to service each phase of a project. The City Engineer may consider interim infrastructure improvements if the applicant is able to demonstrate the viability and cost effectiveness of phasing infrastructure improvements. This agreement will occur prior to approval of tentative subdivision maps.

Operations and Maintenance Financing

All properties shall be included in one or more financing districts (or will establish an alternative

financing mechanism) to provide adequate funding as determined by the City for the annual operation and maintenance costs of streets, street lights, drainage ways, landscaping corridors, open space, parks, transit related services and other public facilities prior to the approval of final maps or prior to building permits for projects that do not require an associated final map.

Police CFD for Residential Projects

Residential properties will be included in a Community Facilities District that supports police service costs prior to approval of a small lot final subdivision map or for residential properties that do not require subdivision, prior to issuance of building permits.

Road Maintenance CFD

All properties shall be included in a Benefit Assessment District or Community Facilities District that provides additional ongoing street maintenance revenues prior to approval of final maps or prior to building permits for projects that do not require an associated final map.

9.2 OVERVIEW OF THE PHASING PLAN

The Infrastructure Phasing Plan sets forth a conceptual phasing plan for the major backbone infrastructure needed to serve the SCSP. The plan includes nine (9) discrete development phasing areas, each of which can be developed independently of each other and in any order.

The concept of development phasing areas offers a way of describing the orderly and cost effective phasing of backbone infrastructure construction.

9.2.1 Infrastructure Phasing Plan

The development of each of the phasing areas depicted in Figure 9-1 do not indicate development phasing or a prescriptive approach to phasing; rather they depict conceptual development phasing areas based on a logical placement of infrastructure, utilities, roads, and land uses that may or may not develop as

IMPLEMENTATION

depicted or in the order noted. Furthermore, shifts in market demand and available financing mechanisms may also play a role in the way the plan area develops over time and that may alter the boundaries of the phasing areas, as well as their number and the order of development.

The final infrastructure phasing will be determined at the time of tentative subdivisions map approval. Subsequent tentative map submittals will include updated infrastructure phasing plans. Infrastructure requirements for each sub-area of development defined by the landowner shall include all on-site backbone infrastructure and off-site facilities necessary for each sub-area to proceed. Included are roadway, sewer, water, recycled water, storm drainage, dry utility, recreation, school and other facilities and improvements. Development will occur by sub-area in a sequence established by the landowner, however, development in advance of logical extensions from existing infrastructure connections will be at the cost of the developer/land owner. Therefore, the opportunity exists for certain parcels or sub-areas to move forward subject to review and approval by the City. Some phases may have reduced infrastructure requirements if an earlier developed sub-area provides required improvements.

A full list of improvements and specific details relating to those improvements are included in the SCSP Financing Master Plan. Individual project improvements will install all in-tract sewer, storm drain, water and dry utilities.

9.3 FINANCING OF THE SUNCREEK SPECIFIC PLAN

A variety of mechanisms will fund the construction of public improvements to serve the SunCreek Plan Area. These include Citywide impact fees, County and Other Special District Fees, School District impact fees, establishment of a Special Financing District that could include a Mello-Roos Community Facilities District (CFD), Plan Area Fee,

Assessment District, or Infrastructure charge; developer financing, and other potential methods.

9.3.1 City Impact Fees

The City of Rancho Cordova has adopted a set of development fees to finance capital improvements including transportation, parks, park renovation, police, library, and museums, among other community facilities. Development in the SCSP will participate in these programs by paying the associated fees. Some of these programs may require updating due to factors such as the cost of improvements and the integration of the SCSP land uses following approval of SCSP.

9.3.2 County/Other District Fees

The County of Sacramento has adopted a set of development fees to finance water, sewer, and drainage capital improvements. In addition, various special districts have implemented fees for capital improvements and public facilities that will apply to the SCSP. Future updates to these fee programs may include certain improvements in the SCSP.

9.3.3 School Financing

The SCSP is located within the boundaries of the Elk Grove Unified School District (EGUSD). School facilities within the EGUSD will be funded through a combination of school impact fees, state matching program funds, and funds from the Elk Grove USD Community Facilities District (CFD) No. 1.

9.3.4 Special Financing District

A Special Financing District may be established to help fund the construction and/or acquisition of backbone infrastructure and public facilities within the SunCreek Plan Area. As described below, a Special Financing District could be a Mello-Roos Community Facilities District (CFD), Plan Area Fee, Assessment District, or Infrastructure charge.

IMPLEMENTATION

Mello-Roos CFD

The 1982 Mello-Roos CFD Act enables cities, counties, special districts, and school districts to establish CFDs and to levy special taxes to fund a wide variety of public facilities and services. Proceeds of Mello-Roos special taxes can be used for direct funding, acquisition, or to pay off bonds. One or more Mello-Roos CFDs may be formed over time to fund the necessary Backbone Infrastructure and Public Facilities. Mello-Roos CFDs tend to be favored over Assessment Districts, described below, because Assessment Districts need to establish special benefit to those being assessed, which can be more challenging than the Mello-Roos requirements.

Plan Area Fee Program

A plan area fee program establishes a development impact fee typically for a Specific Plan pursuant to local government's police power in accordance with the procedural guidelines established in Assembly Bill 1600 (AB 1600) which is codified in California Government Section 66000 *et seq.* This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition." ¹

Assessment Districts

California statutes give local governments the authority to levy several special assessments for specific public improvements such as streets, storm drains, sewers, streetlights, curbs, gutters, and sidewalks. The agency creates a special assessment district that defines both the area to benefit from the improvements and the properties that will pay for the improvements.

Thereafter, each property in the district will be assessed a share of the cost of improvements that is proportional to the benefit it receives from those improvements.

Infrastructure Charge

An infrastructure charge is similar to a plan area fee, but the revenue may be collected privately by the Master Developer(s) either as a specific charge or as a component of the price of the land sale. A private cost-sharing mechanism between developers will implement and manage this funding mechanism.

9.3.5 Developer Financing

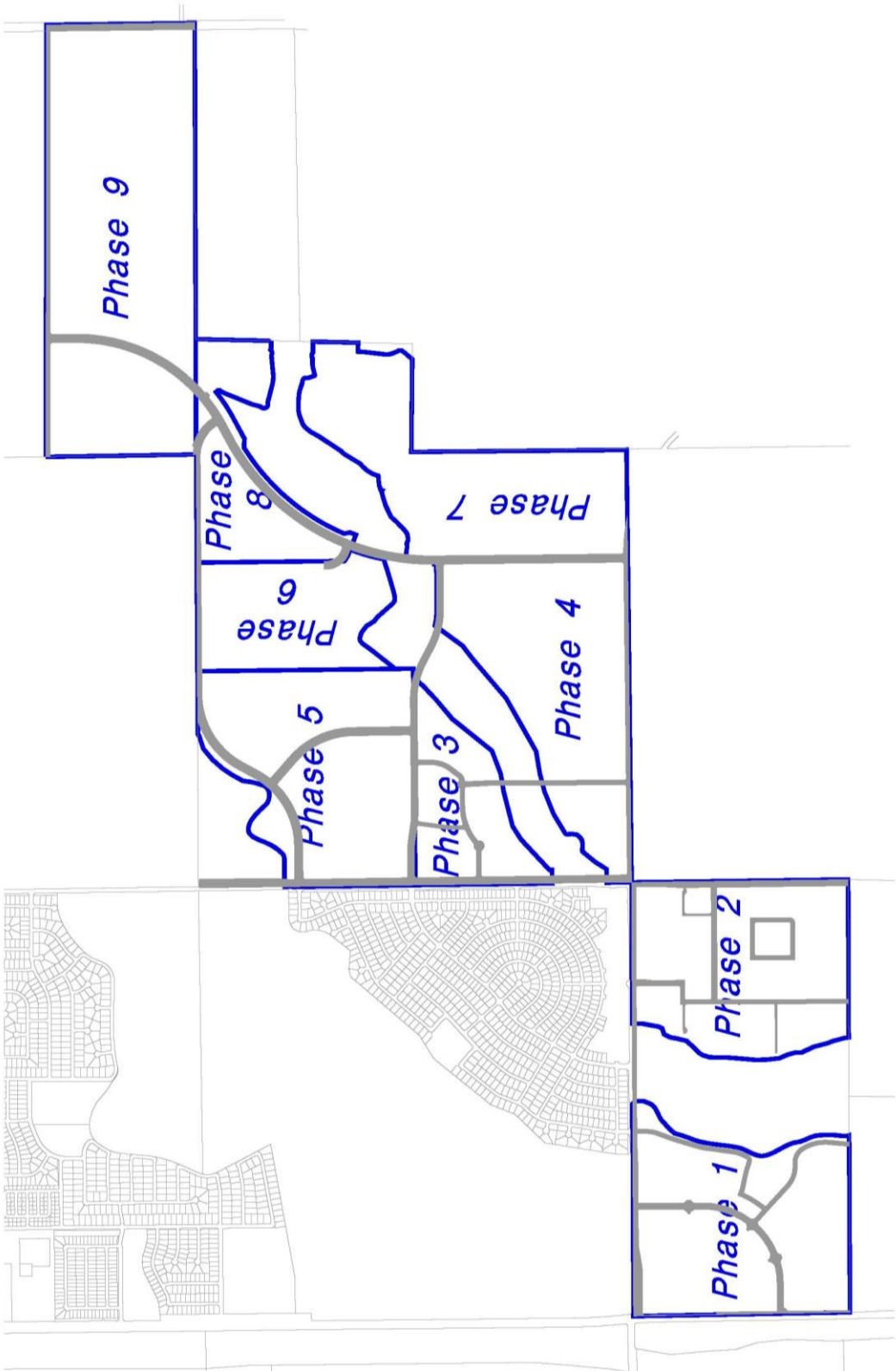
Direct developer/merchant builder financing may be used to contribute towards backbone improvements and facilities, shortfall financing and for in-tract subdivision improvements.

9.3.6 Other

As noted, other financing mechanisms may be utilized, including the creation of private districts or associations to fund maintenance of certain facilities within the SCSP. Specific financing requirements, improvement obligations, fees, reimbursements, land and easement dedications and conveyances, maintenance and other financing and improvement related obligations will be detailed in the SCSP Development Agreements.

¹*Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

Figure 9-1 Conceptual Development Phase



9.4 FUNDING OF ONGOING OPERATIONS AND MAINTENANCE COSTS

The SCSP will be required to participate in a series of special financing districts to fund public services and the maintenance and operation of public improvements. The SCSP properties will be annexed to the Transit Services tax service area to fund transit services and other travel strategies. Formation of, or annexation proceedings for, these districts will be completed no later than the recordation of a final small lot map, or a building permit for parcels not requiring a small lot map.

A combination of the funding mechanisms will be used to fund ongoing public services, operations, and maintenance costs. These funding mechanisms may include, but are not limited to the following:

Rancho Cordova Police CFD

The SCSP properties will be included in a Community Facilities District (CFD) to fund a portion of police operation costs.

Sloughhouse Fire Protection

The SCSP includes tax rate areas that were formerly part of the Sloughhouse Fire Protection District until it dissolved into the Sac Metro Fire District, but retained the name. This special tax covers ambulance services.

Landscaping and Lighting District

A Landscape and Lighting District (LLD) could be created to fund ongoing operations and maintenance services for the landscape corridors and any lighting.

Services CFD

Unless an alternative source of funding from new development is identified, one or more services CFD's, or similar funding mechanisms, will be formed in the SCSP to fund the costs of

maintaining streets, street lights, drainage ways, landscape corridors, open space, parks and other public facilities.

9.5 DEVELOPMENT AGREEMENT

Each landowner shall enter into a Development Agreement with the City of Rancho Cordova. Such Development Agreement shall establish the scope and intentions of the land use entitlements granted to the landowner upon approval of the SCSP. The Development Agreement shall also identify the scope and timing for funding of on-site and/or off-site improvements identified as obligations upon the landowner(s) in the Environmental Impact Report Mitigation Measures.

9.6 SUNCREEK SPECIFIC PLAN ADMINISTRATION

9.6.1 Specific Plan Administration Authority

The City of Ranch Cordova will administer the Specific Plan and related documents consistent with the provisions of Article 8, Sections 65450 through 65457 of Title 7 Planning and Land Use Law, California Government Code. Rancho Cordova Municipal Code Title 23, Zoning Code Chapter 23.152 establishes specific procedures for adoption and administration of the Specific Plan.

9.6.2 Specific Plan Amendment Procedures

The SCSP is flexible to respond to changing conditions and expectations during the course of its implementation. During build out of the SCSP amendments to the adopted Specific Plan may be necessary to respond to changing circumstances, including market demand, or to adapt certain design guidelines or standards to special conditions on a particular site. To address this intent, the SCSP provides for both Minor and Major Specific Plan Amendments.

IMPLEMENTATION

Typically, property owners will request amendments to the Specific Plan.

Scope of Amendment

Any proposed amendments to the Specific Plan can include, but are not limited to, changing land use designations, design criteria, development standards or policies. The Planning Director shall categorize amendments to this adopted Specific Plan as either an “amendment” or an “administrative modification”.

The Planning Director shall determine whether a proposed Specific Plan Amendment is minor or major. The Planning Director may act upon a minor specific plan modification known as an Administrative Amendment. The City Council shall review and adopt a Major Specific Plan Amendment. The Planning Director has sole discretion to refer any proposed amendment to the City Council for action. Applicants may appeal determinations and actions by the Planning Director to the City Council.

Administrative Amendment (Minor)

An Administrative Amendment may be processed pursuant to Rancho Cordova Municipal Code Chapter 23.110.150(B), if determined by the Planning Director to be in substantial conformance with:

- The overall intent of the SCSP
- The applicable SCSP Development Agreement(s)
- The City of Rancho Cordova General Plan
- The SCSP Environmental Impact Report (EIR) and Environmental Impact Statement (EIS)

Examples of Administrative Amendments include, but are not limited to:

- The addition of new or updated information that does not substantively change the Specific Plan.

- Minor adjustments to land use boundaries and street alignments that maintain the general land use pattern.
- Variation in permitted use types and development standards if such variations do not substantively change the character of the SCSP, or are otherwise consistent with the current applicable City standards.
- Changes to the provision of public infrastructure and facilities that do not affect the level of service provided or affect the development capacity in the Plan Area.
- Changes to phasing boundaries or sequencing that do not affect infrastructure sizing, financing districts or the provision of adequate services to associated development.
- Modifications to the Development Regulations, such as revisions to design treatments or changes in specified plant materials, if it is determined that such changes achieve the design intent.
- Changes to other Specific Plan provisions if it is determined that compliance with such provisions creates practical difficulties or unnecessary hardship.
- Minor Residential Density Adjustments in which the number of units within a residential land use will be allowed to increase or decrease provided that:
 - The proposed change does not exceed the maximum number of dwelling units permitted in the assigned zone district in the SCSP.
 - The amended land use must be consistent with the goals, policies and requirements of the City of Rancho Cordova General Plan, the SCSP, and affected Development Agreements.
 - The amended land use does not result in significant modification to conditions of the approved tentative map, rezone, or applicable permits.

IMPLEMENTATION

- The amended land use does not affect the Community Facilities District, or any other benefit assessment facilities financing arrangement.

Such amendments may be appropriate from time to time in response to market feasibility, regulatory constraints or other factors, and will be considered by the City on a case-by-case basis.

Specific Plan Amendment (Major)

If the Planning Director determines that a proposed amendment does not meet the criteria of an Administrative Amendment, a Specific Plan Amendment shall be required. An Amendment is required when one of the following criteria is met:

- A new type of land use not specifically discussed in the SCSP is introduced.
- Significant changes to the distribution of land uses beyond that allowed by Section 9.6.3 Minor Density Adjustment, or other changes affecting land use are proposed which may substantially affect the Specific Plan.
- Changes are proposed to Development Regulations that, as determined by the Planning Director, would substantially change the physical character envisioned in the SCSP.
- Changes are proposed to the approved Phasing Plan that significantly increases or alters the area boundaries or units allocated by the proposed phasing schedule.
- Any change proposed to the Plan that the Planning Director determines could significantly increase environmental impacts, or cause other significant changes.

A Specific Plan Amendment shall be processed and reviewed under RCMC Chapter 23.155 in the same manner as the initial Specific Plan adoption.

9.6.3 Minor Density Adjustment/ Transfer of Density

The specific plan assigns to each residential parcel a density and allocated units, based upon factors such as site location, conditions and anticipated market demand for a variety of housing products. Table 3-3, Land Use Summary, in conjunction with the Land Use Plan, Table 3-4, Land Use by Owner, provides a detailed summary of the land use, zoning and unit allocation on a parcel-by-parcel basis. The design of individual residential projects may cause a more detailed assessment of these factors that results in the need to adjust the number of units assigned to some residential parcels.

It is the intent of the SCSP to permit limited flexibility in adjusting the number of residential units allocated to and from any single family or Medium Density (MDR) parcel and to and from any high density (HDR) parcel in response to market demand, subdivision design or other considerations. To request a Minor Density Adjustment, the owner or owners of both the transfer and receiving parcels shall submit to the Planning Director a Request for Minor Density Adjustment. The request shall identify the impacted parcels, designate the number of units requested for transfer and provide other documentation as required by the Planning Director to determine compliance with all of the unit transfer criteria below.

Transfer Criteria:

- The transfer and receiving parcels are within the SCSP and the total maximum number of approved units for the entire SCSP is not increased.
- The cumulative increase or decrease in units resulting from the Minor Density Adjustment does not change by more than twenty-percent (20%) the number of pre-transfer units allocated to any one receiving parcel as established by Table 3-3 of the SCSP.

IMPLEMENTATION

- The adjustments do not adversely affect the affordable housing program as set forth in the Affordable Housing Development Agreement (or other form as approved by the City). Any units designated as affordable units and are encumbered by an Affordable Housing Development Agreement are not eligible for unit transfers out of a parcel.
- The adjustments in density do not adversely affect planned infrastructure, roadways, schools, other public facilities or SCSP fee programs and assessment districts.

The Planning Director may determine that such Minor Density Adjustments fulfill the above criteria, and the adjustments are consistent with the intent of the SCSP and EIR/EIS. Such adjustments will not require an amendment to the SCSP.

If the Planning Director determines that the Minor Density Adjustment is not consistent with the criteria, the Director shall deny the Minor Density Adjustment, or refer it to the City Council for resolution. The applicant may appeal the Planning Director's determination to the City Council for resolution. The Planning Director may forward any determination of consistency to the City Council for review. When applicants request Minor Density Adjustments that do not comply with the above criteria, such requests shall require an amendment to the SCSP.



VOLUME II DEVELOPMENT REGULATIONS

FINAL DRAFT



November 18, 2013

AGENDA ITEM 8.2

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II.1. DEVELOPMENT REGULATIONS

1.1 CHAPTER PURPOSE

The Development Regulations provide the standards that guide development throughout the SunCreek Specific Plan Area (Plan Area). The purpose of this chapter is to provide clear, comprehensive rules for development.

The development regulations are the primary tools for implementing the concepts established in SCSP Volume I Chapter 2, Community Vision, Chapter 3 Land Use, and Chapter 5 Community Character.

1.2 OBJECTIVES

The SCSP vision is to create a distinct community with well-defined neighborhoods, retail, service, recreation and institutional centers linked by a dispersed, inter-connected circulation network. The vision includes relating urban development to the physical characteristics of the Plan Area in a manner that integrates open space and urban development.

The development regulations encourage creativity in designs that respond to the physical setting and the community vision.

1.3 REGULATIONS IN THIS CHAPTER

This chapter includes two sections that establish development regulations applied in the SunCreek Specific Plan (SCSP). Section 1.5 addresses regulations that apply throughout the plan. These include:

- Neighborhood Connectivity
- Traffic Calming Measures
- Common Area Landscape Standards
- Streetscape Standards
- Parking
- Fences and Screens

- Sustainability: Energy Conserving Design
- Sustainability: Urban Runoff and Natural Features
- Art in Public Places
- Outdoor Lighting
- Signs

Section 1.6 addresses the special design standards that apply to the Center Form Based Districts identified in Volume I Figure 3-3. The key components of the form based development standards for the Center Districts in SCSP are:

- Permitted Land Uses
- Application of the Street Typology
- Design Guidelines for Buildings
- Street Frontage Building Types
- Site Development Standards
- Special Character of Each Center District

1.4 CITY OF RANCHO CORDOVA GUIDELINES AND REGULATIONS

In order to encourage creativity and maintain consistency with the City's overall vision the SCSP incorporates, by reference, the Rancho Cordova Municipal Code standards. The SCSP also provides special standards designed to achieve a certain form and character in the Plan Area. This chapter includes specific references to the applicable existing City regulations, standards and guidelines, rather than repeating the entire standard. This chapter also provides special development regulations where required to fulfill the design vision or specific conditions in the Plan Area.

1.4.1. Municipal Code Zoning Standards (RCMC-Title 23)

This chapter contains specific references to regulatory sections of the Rancho Cordova Municipal Codes (RCMC) Title 23-Zoning Code that apply to development anticipated in the SCSP. For example, the SCSP includes by reference standards for signs, landscaping, lighting, and other site elements provided in RCMC Title 23 Article 7 (Site Planning and Development Standards). Specific standards applicable only to the SCSP (identified as “DS XX”) supplement the RCMC. Where this chapter is silent on a general site development regulation, provisions of RCMC Title 23 Article 7 will apply. Where standards described in the SCSP differ from citywide standards, the provisions of the SCSP will apply.

The RCMC may be amended from time to time. The then current standards of the RCMC shall apply at the time that a project application is deemed complete under Zoning Code Section 23.110.050, Determination of Completeness.

Application of Form Based Designations

The SCSP includes areas designated as Center Form Based Districts as illustrated in Figure 1-4 and Volume I Figure 3-3.

RCMC Title 23 Article 5-Form Based Provisions defines the concept of a form based district in the Center Districts in the SCSP. The RCMC form based development standards for the Village Center (RCMC Chapter 23.507 Village Center Zone Standards) and the Regional Center (RCMC Chapter 23.513 Regional Town Center Zone Standards) shall apply in the SCSP except where specific standards are described in Section 1.6.

1.4.2. City of Rancho Cordova Design Guidelines

Rancho Cordova Design Guidelines, adopted by the City in September 2005, implement the City’s vision for quality projects that enhance the

character of the community as outlined in the City’s General Plan. The Guidelines describe details of the City’s vision and the City’s design goals. The Design Guidelines provide design professionals, property owners, residents, staff, and decision-makers with a clear and common understanding of the City’s expectations for the planning, design and review of development proposals in Rancho Cordova.

Generally, the City’s Design Guidelines apply to all new development within the City and are based on development type, rather than zoning designation. The Guidelines supplement the minimum development standards in the City’s Zoning Code (RCMC Title 23). Where the existing zoning provisions do not allow the development type or design flexibility preferred by the City, staff will propose corresponding amendments to the Specific Plan to ensure the desired result. Volume I, Section 9.6.2, Specific Plan Amendment Procedures prescribes the procedures for such amendment.

The SCSP incorporates by reference the RC Design Guidelines. This chapter provides specific references to topics in the RC Design Guidelines where applicable throughout this chapter.

1.5 GUIDELINES FOR COMMON AREA AND GENERAL DEVELOPMENT

The following design guidelines apply throughout the Plan Area wherever the applicable conditions are found.

1.5.1. Neighborhood Connectivity and Circulation

The SCSP is designed to facilitate pedestrian and vehicle connectivity between neighborhoods, and between neighborhoods and commercial areas. Volume I: Chapter 4 Circulation describes a detailed plan for streets and pedestrian/bike ways that provide a high level of connectivity throughout the Plan Area. Also, refer to RC Design Guidelines Connectivity and Circulation, p. 2:8.

Volume I Figure 3-2 Specific Plan Illustrative Plan shows the conceptual development plan for standard and minor residential streets. The final route and design of these streets will be determined in the Tentative Map approval process. The following measures guide the design of the neighborhood streets.

- DS 1. The street system shall be designed to encourage low volume/low speed traffic within neighborhoods.
- DS 2. The neighborhood street system shall be designed to provide multiple, direct and convenient traffic routes that make it easy to walk or bike to nearby homes, parks, schools and commercial areas.
- DS 3. Single loaded streets shall be used where practical adjacent to Preserve areas to control surface run-off, and provide open space views from the built environment (shown in Volume I Figure 6-1 Location of Proposed Natural Resource Preservation Areas).
- DS 4. The internal streets and pedestrian ways in each neighborhood shall be designed so that residents can easily walk or drive from one neighborhood to another. Each neighborhood shall provide at least one neighborhood street connection to each adjacent neighborhood unless constrained by a major road, wetland preserve or other significant feature.

Pedestrian Access to Arterial Street Sidewalks

In some communities, long stretches of arterial streets that do not have pedestrian connections, residential street intersections, or vehicular connections to the adjacent neighborhoods limit walkability. As illustrated in Volume I Figure 3-2, Specific Plan Illustrative Plan, the SCSP is generally designed to provide residential street intersections along major arterials and thereby

provide pedestrian access to sidewalks along major streets.

- DS 5. Access to the sidewalk along an arterial or local streets from the interior of neighborhoods will be provided at intervals of not more than one thousand (1000) feet and an average of eight hundred (800) feet.
- DS 6. Pedestrian circulation will typically be provided along residential streets that intersect with the collectors. However, where the road system does not provide sufficient pedestrian connectivity along an arterial street, access will be provided by a pedestrian walkway connection (paseo) between an interior street and the arterial street sidewalk.



Example of a pedestrian link between residential street and adjacent arterial street.

- DS 7. Pedestrian access shall be provided from the interior of neighborhoods to the arterial street sidewalk within 400 feet of a transit stop.

1.5.2. Traffic Calming Measures

When included in proposed subdivision plans traffic calming measures shall be developed at the discretion of the project applicant and City Engineer at the time of improvement plan approval. Such measures shall be consistent with the Neighborhood Traffic Management Plan (NTMP). Chapter 7 of the NTMP identifies

approaches for traffic calming in new neighborhoods.

Also, refer to RC Design Guidelines Connectivity and Circulation, p.2:8, and Specific Plan Volume I Section 4.5.

1.5.3. Landscape Standards

These Landscape Standards describe minimum planting standards, appropriate tree species and planting densities within newly landscaped areas that are visible to or shared by the public. Refer also to RC Design Guidelines Landscaping p.2:42.

The SunCreek Plan Area is relatively dry grasslands with poor soils in the natural condition. Landscaping in the street corridors and common areas will add shade, color, and texture. The effects will include a cooling of streets, sidewalks, parking areas, and buildings. However, the landscapes adjacent to preserves must be compatible with the natural conditions that include hot, dry summers. Moreover, the landscape areas must avoid the potential to change the natural ecology of the Preserve Areas by inadvertently introducing invasive, competitive plants.



Informal naturalized landscape along open space edge.

Landscaped areas should appear to be an extension of the natural open space, although more attractive and diverse.

The landscape palette must emphasize drought tolerant, non-invasive species that will be visually compatible with the environmental setting of the Plan Area. Lush lawns and water demanding trees and shrubs are generally not appropriate, but are not prohibited where they may provide a focal point or other landscape statement.

Street landscaping should include a primary tree planted in a regular cadence to establish the character and form of the street edge, but otherwise should convey a sense of natural informality. Secondary trees, shrubs and ground cover should be placed with consideration to water demand first, and then to form and color to create a memorable collage. Mass plantings of single species and plantings in a geometric grid are to be avoided.

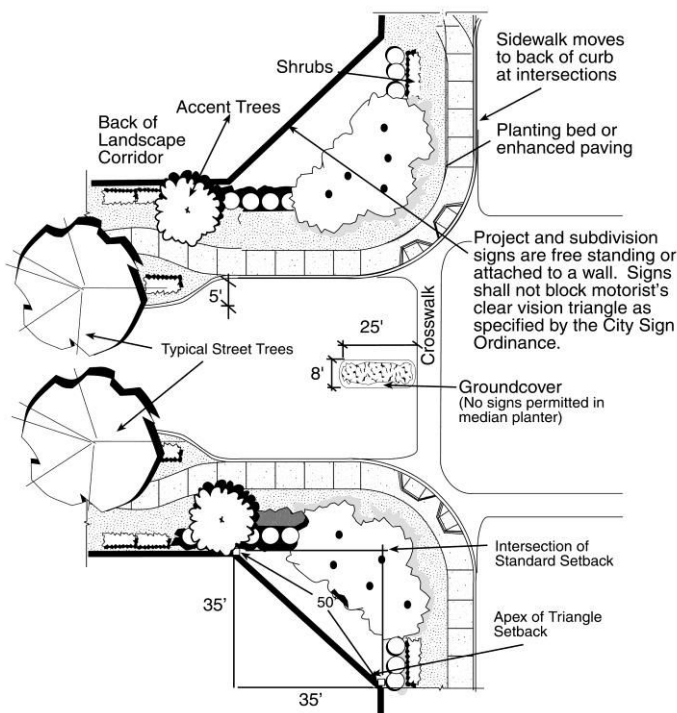
- DS 8. Landscapes shall be designed with consideration of the transition of the plant mix as trees and shrubs mature and change shape, color, water demand and shading characteristics over time.
- DS 9. All trees installed in all street landscape corridors and common areas shall be consistent with the adopted City Tree List, and shall emphasize drought tolerant and native or native compatible species.
- DS 10. Where feasible, require that underground utility lines near future tree planting areas must be designed and installed to minimize impacts to trees. Project applicants shall work with the utility provider(s) to coordinate the location and other potential impacts associated with the under grounding of the utilities.
- DS 11. If provided by the City or other agency, home builders shall distribute leaflets and planting guides at the time of first occupancy that promote the use of drought-tolerant native vegetation in home landscaping.
- DS 12. Careful selection and placement of trees and shrubs shall be used to frame the view of open space adjacent to streets.

Gateways

Gateways occur in several locations throughout the plan at the entry to individual neighborhoods as well as the primary entries to the SunCreek community. Volume I Figure 5.2 Community Design Features identifies potential gateway locations; however, the specific location and character of the gateway features will be determined in the Tentative Map approval process.

DS 13. The neighborhood entry includes the landscape corridor plus an additional triangular setback area. The neighborhood entry shall provide an offset that may be used for project signage oriented toward the intersection.

Figure II.1-1 Conceptual Plan of Neighborhood Entry Gateway



DS 14. Landscaping in the neighborhood entry may include accent trees, colorful annual plants, signage and other special landscape

elements such as enhanced paving and seating areas.

DS 15. Where provided at the rear of corner clips, fencing shall be a masonry wall (with pilasters or columns) to match or accent the adjacent masonry wall.

DS 16. Improvements and plantings within corner-clip areas shall allow adequate vehicular lines of sight at intersections.

1.5.4. Streetscape

Street furnishings (including benches, trash receptacles, bollards, planters, bus shelters, and other similar amenities) are permitted within landscape corridors provided placement does not interfere with clear-vision standards for street intersections, or pedestrian movement along the sidewalk. Refer also to RC Design Guidelines: Streetscape, p.2:46. The location and type of street furnishings shall be reviewed at the Tentative Map, design review, or improvement plan stage as appropriate for the type of approval required for the proposed development.

DS 17. The design of street furnishings should match or complement the design of surrounding elements including other furnishings, walls and fences, and building architecture.

DS 18. Street furnishings are to be low-maintenance.

DS 19. Metal components of street furnishings shall not be exposed such that they could burn someone in high ambient temperatures.

1.5.5. Parking

The RCMC Section 23.719 regulates parking and loading standards in all land use designations in the SCSP. Refer also to RC Design Guidelines: Parking, p.2:50.

These standards regulate the amount, location, and development of motor vehicle parking, bicycle parking, and on-site loading areas. The purpose of

the standards is to provide for safe vehicular parking, circulation, and loading requirements supportive of a variety of uses in this pedestrian, bicycle-friendly, and transit-supportive plan.

1.5.6. Fences, Walls and Screening

The RCMC Section 23.731 regulates the height and location of fences, walls, and screening to provide light, air, and privacy without obstructing views, to establish buffers between certain land uses, and to safeguard against visual obstructions at street intersections and/or driveway locations. Refer also to RC Design Guidelines: Screening and Service Areas, p. 2:54 and Streetscape, p.2:46.

Unless otherwise exempt in RCMC 23.731.040 (Exemptions), design review approval shall be required for fences and walls.

Masonry Walls

Two types of masonry walls will be used in the Plan Area. Simple masonry walls will be used between dissimilar land uses to provide security and privacy. Enhanced masonry walls are typically located where sound walls are necessary along arterial streets adjacent to low-density residential and medium-density residential parcels.

Simple Masonry Walls

DS 20. Masonry walls that are used primarily to demarcate property boundaries between disparate land uses and are less visible from public streets may be simple block walls.

Enhanced Masonry Walls (Sound walls)

Wherever sound walls are required to mitigate sound impacts adjacent to streets, the following standards shall apply. These standards shall not preclude the use of other innovative methods of project design utilizing greater setbacks, building design, mounding, or single-story structures with solid walls facing the street.

DS 21. Soundwalls shall be installed as required

subject to acoustic analysis and shall be placed at the outside edge of the road ROW or landscape easement. The area between the road curb and the wall shall include a public sidewalk and landscaping, including canopy street trees consistent with the street cross sections defined in Volume I Chapter 4, Section 4.4.3.

DS 22. Maximum height of a wall shall not exceed six feet above the finished grade at the base of the wall on the roadway side.

DS 23. Landscaping should become the dominant element in the corridor, rather than a masonry wall. Therefore, the masonry walls along public corridors should be a simple design, of quality materials, that will eventually be a background element screened by, or visually recede beyond the landscape materials. The appropriate designs will include a simple, attractive surface pattern, detailing to articulate the wall cap, and columns or pilasters to mark the wall ends and changes in direction.

DS 24. When the sound and/or visual screening effect requires a wall exceeding six feet in height, earthmounds shall be used to elevate the wall to the necessary height. The mounds shall not exceed a three-to-one slope. The mounds may support the wall or be placed against the wall on the street side. Drainage shall be contained so there is no sheet flow of water onto the sidewalk.

DS 25. Columns or pilasters may be embellished with textures, complementing materials, or articulation details (such as shadow lines). In addition, signature or logo elements that are cast or otherwise incorporated in the column or pilaster face may be included at end pilasters at road entries into projects.

DS 26. Masonry walls along the public streets shall not block views to the open space corridors, or obstruct service access to electric, telephone, cable, water or sewer

services or equipment.

DS 27. Variations in wall designs within the Plan Area are acceptable at the following notable break points only: creek crossings, arterial intersections, and major changes in land use. Notwithstanding this, continuity in theme and materials shall be incorporated where variations occur.

Enhanced Wood Fences

Enhanced wood fences or masonry shall be constructed where lots abut a park or school.

DS 28. Minimum solid-wood fence height is 6-feet. Enhanced wood fences may be placed on a berm not more than 24" above the elevation at the back of the adjacent sidewalk.

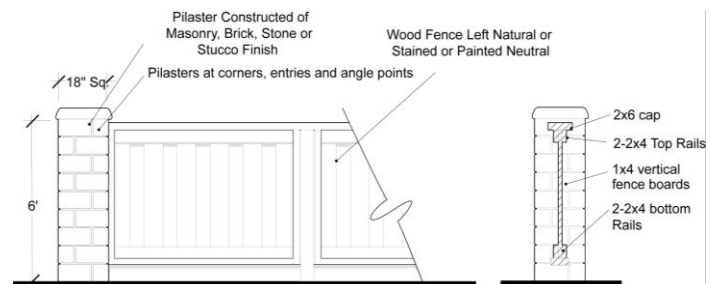
DS 29. Fence sections will be 8 to 10-feet in length supported by 4-by-4 posts or comparable, durable posts.

DS 30. Pilasters or columns shall be used in enhanced wood fences at each side of neighborhood vehicular entrances, at pedestrian walkway entrances, and at each angle point (change in direction).

DS 31. Pilasters and columns shall be constructed of materials complementary to the wood fence. Acceptable materials include masonry block, brick, stone, cobble and stucco finish. The pilaster material and design shall be consistently applied throughout individual subdivisions.

DS 32. Enhanced wood fences are to be of redwood or comparably durable materials construction, and if painted or stained, should be an earth tone color.

Figure II.1-2 Enhanced Wood Fence Example



Open Space and Trails Fencing

DS 33. Open decorative metal fences constructed of tubular steel or wrought iron shall be used adjacent to the open-space areas along the rear and side property line of residential parcels that abut open space areas. Open fences, or post and cable, may also be used adjacent to open space to define pedestrian pathways and to separate different functions within landscape corridors (for example, to restrict access of dirt bikes and motorized vehicles).

DS 34. Chain link fencing is generally not allowed.

DS 35. Open fencing shall not exceed 6-feet in height.

DS 36. Brick or other masonry pilasters or columns may be used as an optional detail with open style fences.

DS 37. Bollards may be placed to control vehicular traffic and pedestrian flow, and along pedestrian/bike paths leading to the school, park, or open-space sites. These bollards shall be removable steel post or approved replacement.

DS 38. Bollards may be constructed of metal, precast out of natural or integral-color concrete or of alternative materials approved by the City.

1.5.7. Sustainability: Energy Conserving Design

Energy conserving design not only reduces the on-going operating costs of buildings but also minimizes the demand for new energy sources. The design of energy conserving buildings responds to the climate of this region and thereby establishes a distinctive architectural style. Energy conservation can be implemented through the following measures. Refer also to RC Design Guidelines Sustainable Development: Solar Access, Energy Efficiency, and Green Buildings, p. 2-62.

- DS 39. Solar access for individual dwellings should be considered where feasible in the design of the local street network. Design of buildings shall demonstrate consideration of energy-efficient concepts such as natural heating and/or cooling, sun and wind exposure and orientation, and other solar energy opportunities.
- DS 40. Use of wind and thermal mass to heat and cool structures and public spaces should be considered in the design of all commercial buildings.
- DS 41. Buildings adjoining public spaces, such as along a pedestrian path, should be designed to provide sun to walkways and primary gathering areas in the winter.
- DS 42. Sun shade structures such as structural overhangs, verandas, trellises and porticoes may be incorporated at the primary entry and pedestrian approaches to all buildings.



Example of Shade Trellis on a Commercial Building

1.5.8. Sustainability: Urban Runoff and Natural Features in the Plan

Extensive open space is a major feature of the SCSP that includes both naturally occurring wetland areas and man-made water quality and storm water control basins. The development standards in this section address two primary concerns regarding these features; the interface with urban land use, and the aesthetics and amenity of the open spaces.

Interface between Urban and Protected Wetland Areas

Permits issued to individual landowners by the US Army Corps of Engineers under Section 404 of the Federal Clean Water Act establish the specific development standards that shall apply to areas adjacent to Preserve Areas identified in Volume I Figure 6-1 in the SCSP. These standards protect and manage those resources according to the principles and standards identified in Volume I Section 6.3.2 Strategy Principles and Standards, Watershed Management Design Standard. Public access to the Preserve Areas is strictly prohibited.

The naturally occurring areas are open grasslands that provide broad vistas from buffer areas along the perimeters. The edge areas provide a transition from the urban area to the protected wetlands. The plant materials in the edge areas

transition from non-invasive trees and groundcover near the urban edge to natural grassland and compatible species adjacent to the protected areas.

The USACE permit will regulate irrigation and fertilizing of plants in the buffer areas. All surface waters draining toward the protected area will be captured and treated in surface water quality swales prior to discharge to the natural drainage. Where a bike trail is included in the edge area, the trail will serve as a demarcation of the natural grass lands. No trees or exotic vegetation will be permitted between the bike trail and the protected area.

The Environmental Protection Agency (EPA) requirements for construction activities and new uses pursuant to the National Pollutant and Discharge Elimination System (NPDES) will include the use of Best Management Practices (BMP) to prevent pollutant run-off during a storm occurrence within the urban development areas.



Example of a view to urban land use adjacent to natural open space.

The BMPs available to decrease storm water discharge on project sites during construction activities include both non-structural and structural measures. The non-structural measures include grading controls and “housekeeping” techniques. Typical grading controls involve timing, staging, setbacks and buffers, and restrictions on activities within open areas. Housekeeping techniques involve limitations on

material storage and disposal, soil stabilization of all roads and entrances, dust control, and mandatory site cleanup. Refer also to RC Design Guidelines Sustainable Development: Urban Runoff, p.2:60 and Sustainable Development: Natural Features of the Environment, p. 2:64.

- DS 43. All commercial and multi-family development shall incorporate features to enhance on-site water quality such as grassy swales, multi-use detention basins, and integrated drainage systems.
- DS 44. All development within the Plan Area shall apply best management practices to protect receiving waters from the adverse effects of construction activities, sediment and urban runoff.
- DS 45. The applicant shall install appropriate signage to deter the discharge of hazardous materials into storm drains. Such signage shall be approved by the City of Rancho Cordova.
- DS 46. All Tentative Maps shall contain urban runoff control strategies and requirements that are consistent with Master Drainage Plans and the City’s urban runoff management program. Such strategies may include participation in an area-wide runoff control management effort consistent with standards developed by the Public Works Department.

Water Control Basins and Channels

The man-made basins and drainage channel along Grantline Road are designed to protect the area from storm water. The basins also treat the pollutants in surface water run-off through natural processes. These features primarily provide the storm water management and water quality treatment. These man-made features must also be aesthetically pleasing, blend visually with the nearby landscapes, and provide space for pedestrian and bicycle trails. The basins are not constrained by the federal regulations that apply to the natural protected areas and so the

landscaping palette can be more inclusive of trees, shrubs and groundcovers, but must also maintain the capacity of the basins and the channel.

Storm water management needs will determine the ultimate shape of the basins. The SCSRP reserves locations (illustrated in Volume I Figure 8-4 Local Detention Basins) and adequate space to accommodate a worst case scenario in which the maximum storm water storage capacity is required. In such cases a relatively uniform shape would be required, however, in all cases a buffer area is provided that would accommodate a landscape and path that will soften the edges of the basin.

The space reserved for each basin will allow for a wider naturalized edge in the event that the required storm water capacity is less than the maximum. In these cases, the edge and the bank of the basin will vary to provide a more natural appearance, and the buffer will allow more room for the bike and pedestrian trail.

Where basins are adjacent to natural open space they are a transitional feature from the urban land use. Trees along the basin edge near the urban use will transition to lower shrub, groundcover, and grasslands along the open space edge. The basins located at the edge of the community park

will take on the character of the park and will be surrounded by trees and groundcover compatible with the adjacent park area.

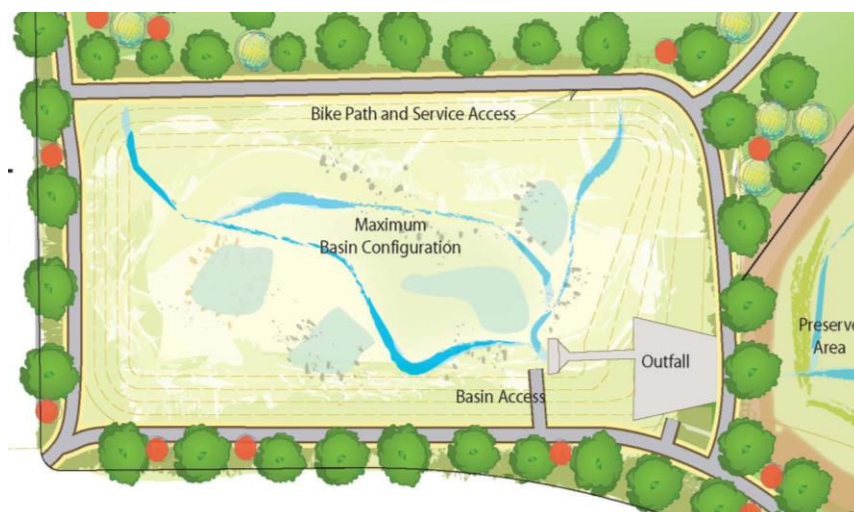
The USACE permit regulates the use of the natural channels within the protected wetland areas and thus these are generally undisturbed.

Man-made channels are very limited in the plan and are generally associated with linking the basins to discharge areas. In these cases the channels will be designed as an integral part of the basin and will take on the characteristics of the basin, including contouring and landscaping.



Example of naturalized drainage channel.

Figure II.1-3 Conceptual Basin



One significant exception is the channel that parallels Grantline Road on the east side of the plan and then enters a small detention basin on the south edge of the plan. This channel primarily serves to carry storm water from the north side of Chrysanthy Boulevard and discharge it to the natural Upper Laguna Creek drainage to the south. The channel is inherently linear and straight as it follows Grantline Road. The channel will provide clustering of trees along both sides that will allow views to signage and buildings in the future Regional Town Center land uses, but will also provide an attractive edge along Grantline Road.



Conceptual view of channel adjacent to Grantline Road.

DS 47. Design of the drainage systems in the Plan Area will specifically consider the appropriateness of the following measures: storm water quality treatment, storm water detention structures, summer nuisance flow retention and percolation, and hydro-modification control structures. While each water quality wet basin has been sufficiently sized to meet the runoff demands from its respective drainage shed, each builder will have the option to incorporate LID design features within each of its development and downsize the size of the water quality basins accordingly.

DS 48. The project shall place erosion control and velocity dissipation devices at all

detention structures and along the length of any outfall structure as necessary to limit erosion into and within water courses. Furthermore, the project will utilize Best Management Practices consistent with all local post construction storm water management requirements, policies, and guidelines.

DS 49. All basins shall be designed as visual amenities that are an extension of the landscape on the nearby streets. In most instances this will involve naturalized drought tolerant and low maintenance landscaping. The basins may have a semi-permanent pool serving water quality purposes.

DS 50. Basins shall have irregular contours to create a natural appearance. Side slopes of 5:1 should occur on not less than 10 percent of the basin edge to allow access to the basin.

DS 51. Fences should be avoided if possible. Where required, fences shall be open types with a black matte finish. (Refer to Section 1.5.6).

DS 52. Landscape improvements within and adjacent to basins shall use drought tolerant and low maintenance plant materials.

DS 53. Nearby pedestrian and bicycle trails shall be routed in or along the rim of basins.

1.5.9. Art in Public Places

Art in public places can include art as commonly described such as murals and sculpture. In the SCSP the intent is to also integrate art into the every-day infrastructure by simply selecting well designed, attractive fixtures where practical. Manhole covers, tree grates, directional signage, bike racks, benches, lighting fixtures, water features, and other street furniture can all be art.

Refer to RC Design Guidelines Site Design: Art in Public Places, p.2:66 for a description of city-wide standards.

DS 54. Art should be located around the Plan Area rather than concentrated in a few locations.

DS 55. Art can be incorporated in landscape corridors and neighborhood gateways.

DS 56. Art in public places should typically be scaled to allow pedestrians to enjoy it.

1.5.10. Lighting

The RCMC Section 23.725 applies to all new and existing land uses, including permanent and temporary uses in all zoning districts. Refer also to RC Design Guidelines: Lighting, p.2:68.

The purpose is to regulate lighting to balance the safety and security needs for lighting with the City's desire to ensure that light trespass and glare have negligible impact on surrounding property (especially residential) and roadways.

DS 57. Street lighting will be low intensity and generally limited to locations required for traffic and pedestrian safety.

DS 58. Lighted features including but not limited to lighted bollards, lighted shelters, back-lighted planters, and accent-lighted wall surfaces and signs, are permitted provided light sources are low-level and screened from adjacent streets, walkways and homes.

DS 59. Planting shall be restricted within the zone of light for street lights in conformance with the City standards.

1.5.11. Signs

The Rancho Cordova Municipal Code (RCMC) Chapter 23.743 shall regulate all signs in the SunCreek Plan Area. Refer also to RC Design Guidelines: Signs, p. 2:72.

1.6 CENTER FORM BASED DISTRICT DEVELOPMENT STANDARDS

Development of the Center Form Based Districts (Center Districts) identified in Figure II. 1-4 shall be subject to regulations and standards defined in this section. As described in Volume I: Section 3.3, “form based code” is a regulatory approach that describes the form and character of development. A form-based code incorporates many components of conventional zoning standards, but organizes the application of these standards according to a vision of aggregated development patterns rather than individual land use categories. A form-based code goes beyond conventional zoning development standards by describing the physical outcome of the development in terms of street character, building relation to the street, and pedestrian friendliness and other factors.

This section adds specific standards and guidelines to supplement the conventional permitted uses and development regulations established in the Rancho Cordova Municipal Code (RCMC) Title 23. Applications for development projects must comply with the development regulations in RCMC Title 23, Article 5 and any applicable supplemental standard for the SCSP set forth in this chapter.

The key elements of the SunCreek Centers Form Based Districts regulations include:

- Permitted Land Uses
- Street Character and Configuration (Street Typology)
- Building Front Character and Configuration (Frontage Typology)
- Pedestrian Ways
- Common Spaces

1.6.1. Application

The SunCreek Center Form Based District regulations apply to three areas identified in Figure 1-4 and Volume I Figure 3-3 as Districts A, B, and C. District C is a Regional Town Center and Districts A and B are planned as Village Centers as defined in RCMC Title 23 Article 5-Form Based Provisions. Each Center District has a different character and purpose that requires different standards and a different development approach.

The term “Center District” refers to the boundary of the area identified in Figure II. 1-4 and not to a specific zone district designation. The Center Districts encompass specific zone districts that regulate the specific land uses and development standards. Each Center District allows for a mix of commercial (VC or RTC) and residential uses (HDR or CMDR), which can be mixed and allocated according to a detailed plan. Each Center District includes a “Main Street” as described in the RC Design Guidelines Commercial and Commercial Mixed Use: Commercial, p.3:10.

Prior to any development within the three Center Districts, a detailed conceptual plan for the subject District must be approved by the City Council.

The requirements of RCMC Section 23.722 and the RC Design Guidelines shall apply whenever a non-residential, mixed-use, or multifamily residential project is subject to design review.

1.6.2. Permitted Uses

Article 3 the RCMC Title 23, specifically Table 23.307-1 (Agricultural), Table 23.310-1 (Residential), Table 23.313-1 (Mixed Use), and Table 23.319-1 (Public/Quasi-public) regulate the Permitted Uses in the SCSP, except that residential uses are not permitted in the Village Center Zone designation. Refer to SCSP Volume I, Section 3.2.3.

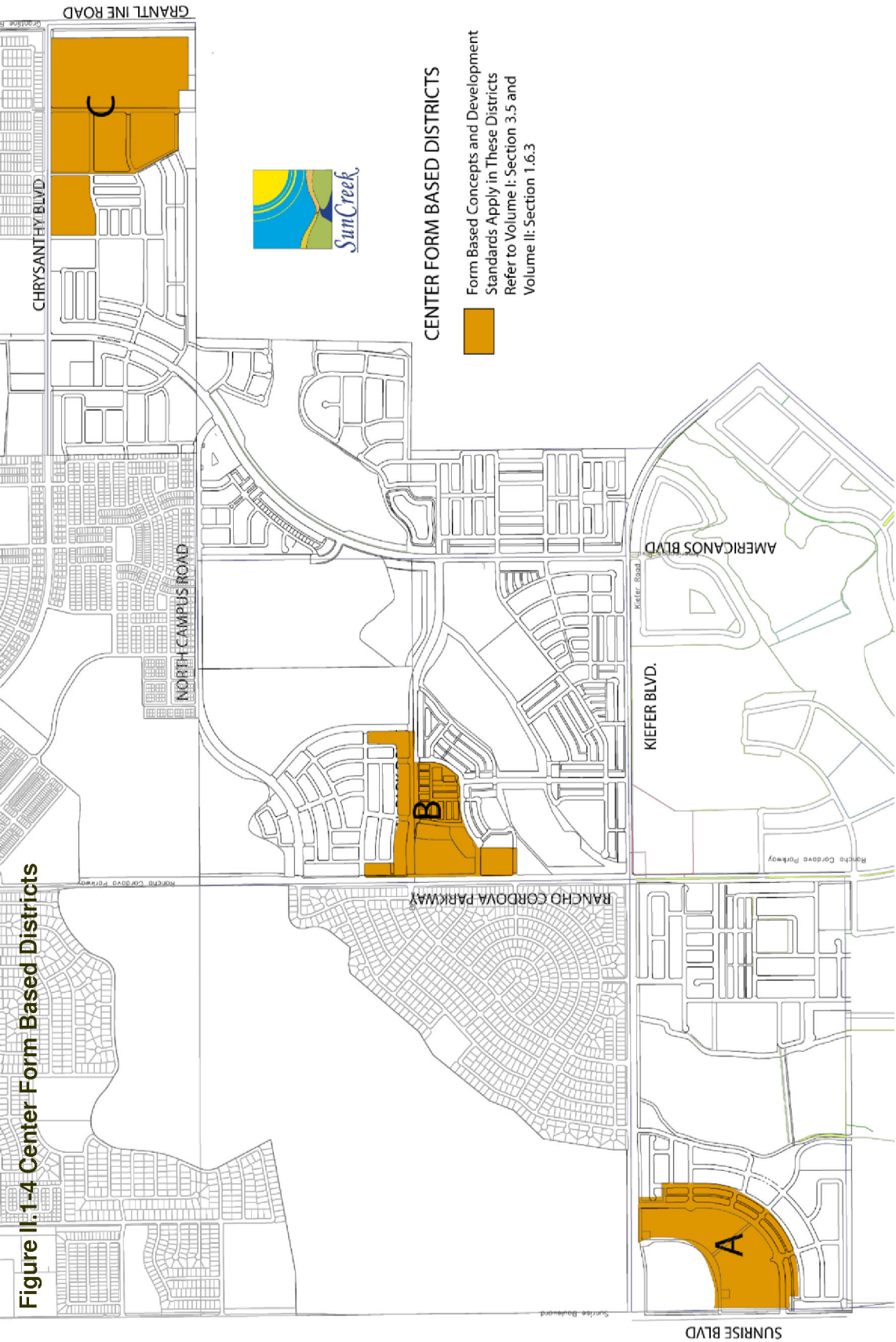


Figure II.1.4 Center Form Based Districts

1.6.3. Center District Development Standards

Form based development standards primarily address the relationship of building purpose and form to the adjacent streets and pedestrian areas. Conventional development standards apply to the basic organization of the development area, including standard rear and side setbacks. Height, site coverage, floor area ratio (the relationship of building height to site coverage) and presentation to the street expressed in terms of minimum

building frontage are the primary metrics for building mass regulation within the Center Districts. Separate standards are established for the Districts "A" and "B" that include the Village Center (VC) zone designation, and for District "C" that includes the Regional Town Center (RTC) zone designation.

These development standards reflect the differences in scale, mix of uses represented in each of the Center Districts.

Table II.1-1 establishes these basic standards for the Center Districts in the SCSP.

Table II. 1-1 Center District Development Standards

	District C Regional Town Center Standard	District A and B Village Center Standard
Max block length	820 ft.	800 ft.
Max block perimeter	2,800 ft.	1,950 ft.
Max pedestrian block length	440 ft.	600 ft.
Residential density		
Min density	20 du/acre	12.1 du/ac ^{1.}
Max density	38.7 du/acre	25 du/acre
Minimum building frontage		
Primary street	60%	60%
Side street	50%	45%
Floor Area Ratio (FAR)		
Minimum FAR	0.25 ^{2.}	0.25 ^{2.}
Maximum FAR	2.0	1.0
Building height		
Minimum height	20 ft.	20 ft.
Maximum height	75 ft.	60 ft.
Building Setbacks		
Minimum Front Setback	0 ft.	0 ft.
Minimum Side Setback	0 ft.	0 ft.

Notes on Districts A and B:

1. The residential uses in Center Districts A and B will include CMDR and HDR housing at a minimum of 12.1 dwelling units per acre.
2. The City Council may reduce the minimum FAR to no less than 0.2 by Design Review approval, subject to the following criteria:
 - a. The planned uses and design of the commercial development are appropriate to serve the local area and are consistent with the City's development objectives which are described in the General Plan, in the City Design Guidelines and in this Chapter ; and
 - b. Granting the FAR reduction will not adversely affect the interests of the public or the interests of the residents and property owners in the vicinity of the new development; and
 - c. The FAR reduction is the minimum required to support the site plan.

1.6.4. Street Typology

The street is a key component of development within Center Districts. In these Districts the street characteristics, including the width of the travel way, number of travel lanes, width of the sidewalks, setbacks from the curb, and the landscaping and streetscape (furniture, lighting and way-finding signs) contribute much to the identity and vitality of the adjacent commercial and residential uses. The SunCreek Center Districts apply the “Main Street” concept identified in the RC Design Guidelines. *“The design of access and circulation on project sites should tie the development into the overall neighborhood, and the internal circulation may be a part of the City’s circulation and street system, where buildings front onto and have pedestrian connections with the public right-of-way.”*

The location and character of each of the “Main Street” features is discussed in Section 1.6.10 District Descriptions.

Volume I, Chapter I.4 Circulation defines the street cross sections in terms of number of lanes, lane width, landscape corridor, sidewalks and bike/pedestrian trails. Volume I, Figure 4-3, Major Streets Master Plan identifies the basic configuration of the street network and the primary street type applied.

The SunCreek Center Districts use the Standard Collector Street (Volume I, Figure 4-7) as the Main Street.

Arterial

Arterial streets along the edge of the Center District designations include Kiefer Boulevard (District “A”), Rancho Cordova Parkway (District “B”) and Chrysanthy Boulevard (District “C”). Refer to Volume I, Figure 4-4.

DS 60. The median in the center of the roadway shall be utilized to facilitate the safe passage of pedestrians across a minor arterial.

Suggested treatments include landscaping and pedestrian refuges at crossings.

DS 61. The landscaping strip along the sides of the roadway shall be designed to create a separation between pedestrians and fast-moving vehicles. The strip should include a landscaped area between the edge of the curb and the sidewalk. Street trees and lighting should be provided and designed at a pedestrian scale.

DS 62. Where right-turn lanes are required, the width and design of sidewalks and landscape strips shall maintain the quality of the pedestrian environment.

DS 63. The facades of buildings located at the edge of right of way in Center Districts should include storefront, multi-family residential and office use frontage types. It is preferred that building frontages approach the sidewalk.

Collector Street

Collector streets (Main Streets) in the Center District include Crescent Drive in District “A”, and the un-named crescent street in District “B”, and the un-named north-south street in District “C”. Refer to Volume I, Figure 4-7 and Figures II. 1-6, II. 1-7, and II. 1-8 for location of the Main Street in each Center District. Additional collector streets with medians may be located in District C when a specific development plan is prepared for this area.

Central Park Drive is a unique condition in District B that serves both as “Main Street” flanked by commercial and residential use, but also as a primary pedestrian corridor linking the Village Center to the Community Park and the High School. Volume I, Figure 4-10 Pedestrian Boulevard illustrates the special character of this street.

DS 64. The landscape strip areas shall be designed to provide pedestrians with secure passage along the roadway and motorists

with adequate views of the storefronts located along the street. Street trees and lights designed to the pedestrian scale shall be placed within continuous landscape strips to provide a barrier between the roadway and sidewalk. Larger canopy trees shall be used where possible to shade the sidewalk and the street.

- DS 65. Intersections should be designed to provide pedestrians with safe passage. Features may include pedestrian bulb-outs, differentiated accent paving within the intersection, pedestrian refuge areas within the medians of arterials, and in-street crossing lights.
- DS 66. Turning movements typically occur from within the main travel lanes; however, short (one- to two-car-length) turn pockets may be provided at some intersections in lieu of parking on one side of the street.
- DS 67. Storefront, multi-family housing, porch, door yard/terrace or light court, and stoop frontage types are preferred.

Minimal Sidewalk Frontage Access

Exposure of the building or common area such as a plaza at the back of the sidewalk is used to facilitate access from a public right-of-way or an on-site sidewalk to a public space. Refer also to RC Design Guidelines Site Design, Building Placement and Orientation, p. 3:18.

- DS 68. For a public space located adjacent to one street, the area of the space within 15 feet of a public right-of-way or an on-site sidewalk along at least 50 percent of the space's street frontage shall be free of obstructions.
- DS 69. For corner public spaces, the area within 15 feet of the intersection of two or more streets on which the space fronts shall be at the same elevation as the adjoining sidewalk. In addition, at least 50 percent of each of the space's frontages shall be free of obstructions.

DS 70. To be considered free of obstructions, public spaces shall include at least four feet of unobstructed area between obstructions when measured parallel to right-of-way or sidewalk.

DS 71. For obstructed portions of a space's frontage, no walls or other obstructions, except for fixed and moveable seating and tables, shall be higher than two feet above the curb level in front of the space.

DS 72. Trees planted flush to grade, light stanchions, public space signage, trash receptacles, railings for steps, and substantially open fencing around seating areas not exceeding 36 inches in height shall be considered permitted obstructions.

Kiefer Boulevard adjacent to the commercial use in District A is a special condition due to the Secondary (10') bike trail in the 35 foot wide pedestrian corridor on the south side of Kiefer Boulevard. In this condition, the commercial use will be located at the edge of the "build to line" (edge of right of way) as illustrated in Volume I, Figure 4-21. In this condition, the space between the multi-use trail and the building front can be used for an outdoor dining area, rest stop, or landscaping.

1.6.5. Design Guidelines for the Center Districts

Each of the Center Districts will have a distinct character as described in Section 1.6.10 below. However, all of the development in the Center Districts, particularly commercial and office use will be guided by the following design principles. The intent is to create an overall sense of community with high quality, pedestrian oriented design. The following principles shall apply to all Form Based Districts.

- Center Districts should be visually appealing from all public areas, including adjacent streets and

sidewalks, and to pedestrians as well as persons in automobiles.

- Center Districts should be appropriate in scale and massing relative to adjacent land uses.
- Center Districts should provide for convenient, attractive pedestrian access from street fronts and from adjacent commercial, office and residential land uses.
- Center Districts should provide for convenient, attractive pedestrian access within the center with dedicated pedestrian ways between all buildings and pedestrian spaces such as plazas, courtyards and terraces at natural gathering areas within the site.
- Center Districts should minimize noise, light, vibration and odor impacts on the surrounding neighborhood.
- Center Districts should be functionally efficient in terms of resource requirements, traffic circulation, emergency access, and delivery and waste removal.

Architectural Style

The common characteristics established in these guidelines will create a sense of overall consistency and common identity throughout the Plan Area. The buildings need not emulate any historical style. Design continuity and appropriate style address building scale, pedestrian access, the proportion of wall to arcade, window placement and proportions, height of walls, building color, building materials, and response to the site conditions. The application of these guidelines will produce architecture that reflects the individual needs of the building owners, and the character of the SunCreek community.

DS 73. Architects may apply a design style that reflects the particular character of the uses within the building, such as a theme restaurant or specialty store. Such designs may be established by a chain that has standardized characteristics. However, buildings that are highly stylized, or that apply incompatible corporate “franchise” architecture shall not be permitted.



Example of Acceptable Stylized Architecture

DS 74. Each Center District shall include a dominant landmark element such as a clock tower, fountain, or sculpture within a pedestrian oriented space. The element will serve as an identification of the District and should reflect the overall design theme of that District.

Exterior Finish Materials

DS 75. The appropriate exterior materials include masonry, plaster, stucco, stone, and decorative treatments in concrete. Wood siding is acceptable provided that it is used in locations protected from harsh sun or weather conditions, and is properly installed and treated to be durable.

Color

DS 76. Neutral tones of off-white and beige colors are acceptable for the base color of a building and may be used without limitation. However, the architect is encouraged to apply other, bolder colors that are derived

from earth tones to add visual interest and distinctive character. Examples of such earth tones include warm colors such as brick red, mauve, sage, grays, brown, cream, caramel, and muted purple, and cool colors such as muted greens and blues.

DS 77. Large areas of bright, intense primary colors shall be avoided but may be applied to trim, windows, doors and architectural elements where they complement the building basic color scheme.

DS 78. Typically, the building basic color scheme should include not more than three colors, however, more than three complementary colors may be used to establish a special visual effect.

DS 79. Paint colors should complement the color of stone, masonry, tile, or any natural materials applied to the exterior of the building.

Building Massing and Form

DS 80. Buildings should have a hierarchy of elements so that the overall building is readable. Design elements that embellish and create variety should be subordinate to the overall volume. The building massing should create an interesting view from vantage points both within and from the exterior of the site, and allow “landmark” or anchor buildings to stand out above the other buildings and landscape.

DS 81. Buildings should be located forward to the street front rather than behind a parking area. This is particularly effective along the “Main Street” in each District where the intent is to establish a vibrant, pedestrian active environment.

DS 82. Large building masses should closely relate to smaller buildings and to pedestrians on the adjacent walkways by a variety of means including:



Conceptual Image of building forward “Main Street”

- The addition of arcades, trellises and smaller building elements;
- Roofs that are not monolithic;
- Windows that are varied for functional or symbolic reasons;
- Articulations that include offsets, recesses, projections and changes in wall direction to provide visual interest;
- Architectural detailing, color, and/or composition of facade elements; and
- Architectural elements such as terraces or balconies oriented to common areas such as courtyards, pedestrian ways or plazas.

DS 83. Dormer windows, dormer vents, belvederes, chimneys, roof monitors and other features that add visual interest may be added to a roof provided that they are in character with the building style and in proportion to the roof and building mass.



Example of offsets, recesses, projections and changes in wall direction

DS 84. Storefront window walls shall be divided into bays defined by window spacing, raised pilasters, add-on awnings or trellises, or other architectural elements so the entire facade reads as a series of individual shops. Storefront windows should be contained within a bay defined by these elements. Doors and windows shall be consistent in design and located to present a unified appearance to the elevation, except where the variations are an integral and necessary part of the exterior design.



Windows, awnings, cornices and flags provide cadence.

DS 85. All walls, blank or storefront, shall be defined at the top by a cornice or other detail bold enough to visually terminate the wall. Even walls topped by a sloped roof that terminate at the wall line shall be defined by a cornice or eave detail. Exceptions include heavy timber roofs where the rafter tails are exposed and extend a minimum of eighteen inches from the wall.



Cornice Detail and Variety of Roof Types

- DS 86. Two story walls shall be divided by a cornice, horizontal band or other architectural element that defines the ground floor from the second floor.
- DS 87. Generally, walls should appear as thick and massive in proportion to the building scale, particularly on large-scale buildings. Windows, other than storefront should be recessed from the face of the wall by at least 3 inches.
- DS 88. The exterior of ground floor walls shall include features to ensure visual diversity and proper scale such as windows, wall articulation, arcades, changes in materials, or other. Architectural detailing of each wall at ground level shall relate to the landscape to ensure an appropriate transition of the building and the ground plane.



Arcade and Ground Plane Treatment

DS 89. Architectural elements that contribute to a building's character, aid in climate control and enhance pedestrian scale are encouraged. Examples include canopies, roof overhangs, projections or recessions of stories, balconies, reveals, and awnings.

DS 90. Building entryways shall be clearly defined and integrated with building and landscape design. The use of distinctive architectural elements and materials to denote prominent entrances is required.



Arcade establishes the primary Entry Feature

Landmark Feature

DS 91. Landmark structures, such as clock towers, enclosed arcades, and building elements that extend above the roofline of the primary building may be used to designate major entries, public spaces, or building corners. Such landmark structures may also be used in parking areas to identify pedestrian portals, provide orientation to drivers in the parking area, or provide visual interest.



Example of landmark feature integrated with main buildings.

Roofs

DS 92. Buildings may have either flat and/or sloped roofs. Sloped roofs shall have a minimum slope of 4 in 12.

DS 93. On the portion of the roof visible from the parking lot or street the following roof materials are acceptable:

- Standing seam metal in colors compatible with the building and trim colors.

- Composition, steel, concrete or clay tiles with either a deep profile or flat. The colors shall be subdued warm tones.

DS 94. Passive solar design features are encouraged whenever possible. Design of buildings should consider energy-efficient concepts such as natural heating and/or cooling, sun and wind exposure and orientation, and other solar energy opportunities.

Architectural Lighting

DS 95. Natural light and external night lighting should be used to enhance and articulate the buildings.

DS 96. Lighting sources should be thoughtfully located and shall have cut off lenses to avoid light spillage and glare on adjacent properties.

DS 97. Parking areas shall have a minimum illumination of 1.0 foot-candles as a maintained minimum at the pavement surface. Pole mounted lighting should be spaced for maximum energy efficiency and be no taller than 25 feet within 100 feet of residential areas.

DS 98. Pedestrian walks shall have a minimum illumination levels of 0.5 foot-candles as a maintained minimum at the walking surface and lighting shall be placed to identify any level changes or changes in walking conditions.

DS 99. Pedestrian walk lighting should be of an appropriate scale and style such as bollard type lighting, step lighting and/or pole mounted lighting not exceeding 25 feet in height.

Ancillary Structures

DS 100. Service areas shall be located to minimize visual impacts from pedestrian corridors and

adjacent streets. Exterior storage shall be confined to portions of the site least visible from public view.

DS 101. Auxiliary buildings such as kiosks, maintenance sheds, pump sheds visible to customers shall complement and integrate the design characteristics applicable to the larger buildings.

On-site parking in the Center Districts

Parking Standards and Building Placement Standards shall be determined in detailed planning process required for each use within each Center District area required in this chapter, Section 1.6.1 Application, and will be guided by RCMC Chapter 23.510 and Chapter 23.513.

1.6.6. Frontage Typology by District

“Frontage typology” describes the character of buildings and the public sidewalk as they relate to the street. The frontage types:

- create an attractive pedestrian activity space between the buildings and street,
- establish the visual boundary of the streetscape, and
- provide a proper transition from the public realm (the street and sidewalk) to the private realm (the home or commercial use).

This is achieved through building mass, scale, and articulation; the placement and scale of doors and windows; the width of the sidewalk; and the type and location of street trees, street furniture, lighting and ground level landscaping.

There are many ways to create an attractive, properly scaled pedestrian relationship between the building front and the street. This section introduces a limited number of common building frontages that may be applied along the streets that are typical of the Center Districts in the

SunCreek Plan Area. The architecture of street frontages is not limited to these examples, and the architects/designers/building owners are encouraged to apply other concepts in the spirit of the Center District vision.

The following sections describe the general applicability of the frontage types suggested here, but the types are not assigned to specific locations in the Center Districts. Rather, they are examples that can be applied in a variety of locations. The applicant shall identify the specific application of these examples, or alternatives that may be proposed, in the detailed conceptual plan for each Center District that must be approved by the City Council as described in Section 1.6.1, Application.

Door Yard/Terrace/Light Court

Generally, a door yard/terrace or light court frontage is a residential frontage type, but it can also be applied to a vertically integrated mixed-use building with residential over retail or office uses. Typically, the building presents a split level that is characterized by a facade that is set back from the street property line by an elevated terrace or a sunken light court. This buffers residential uses from the sidewalk and removes the private yard from public encroachment. This frontage type is also suitable for café style outdoor dining and is appropriate where residential, professional office, and retail development is incorporated into a mixed use setting. It is particularly well suited to live work residential configurations.

DS 102. The front facade of the building must be set back a minimum of five feet and a maximum of 15 feet behind an elevated terrace or sunken light court. The terrace and/or sunken light court must directly abut the front property line.

DS 103. Sub-basements accessed by a light court may not be more than six feet below the sidewalk.

DS 104. The stoop above the light court must be a

minimum of three feet above grade and a minimum of three feet wide.

DS 105. Above-grade commercial building entrances at the stoop level must either be covered by an awning or canopy, or be recessed behind the front building facade. If a recessed entry is provided, it must be recessed behind the front facade a minimum of three feet and a maximum of five feet.

Courtyard

A courtyard frontage may be created by recessing a central portion of the facade for a portion of the building frontage. A low fence or wall, with a pedestrian opening in all cases, may be provided along the setback line to define the space of the courtyard/forecourt. Courtyards are typically oriented to the street, but they may also be oriented to a public pedestrian oriented space as defined in Section 1.6.7. A courtyard may be suitable for gardens, outdoor dining, and vehicle drop-offs and is appropriate where residential, office, retail, and institutional uses are incorporated into a center. Courtyards are particularly applicable for live/work residences and for "lock out" dwellings that provide a secondary unit accessible from the courtyard.

DS 106. The front facade of the building must be built to the front property line for at least 50 percent of the overall building frontage. The remaining 50 percent of building frontage may be used to create a recessed courtyard in the central portion of the facade.

DS 107. Courtyards must be set back from the build-to line/front building facade a minimum of 10 feet and a maximum of 30 feet.

DS 108. Courtyards must span a minimum of 10 feet along the front facade and may comprise no more than 50 percent of the overall building frontage.

DS 109. The courtyard frontage may choose to incorporate other frontage types (typically storefront, stoop, gallery, or arcade), but is

not expressly required to do so.

Stoop/Portico

A stoop frontage is generally applied to Compact Medium Density Residential (CMDR) or High Density Residential (HDR) as defined in Volume I, Chapter 3, and is suitable for ground floor residential uses with short setbacks. A stoop is characterized by a facade which is aligned close to the frontage line with the ground story elevated from the sidewalk to provide privacy for the ground floor uses. The entrance is usually an exterior stair or landing which may be combined with a small porch or roof.



DS 110. The front facade of the building must be set back behind an elevated stoop, which must be aligned with and directly abut the front property line.

DS 111. Stoops must conform with the following:

- Stoops must rise to a minimum of three feet above grade.
- Minimum four feet wide.

DS 112. Stoop frontages may be combined with a small roof or porch.

DS 113. Commercial building entrances at the

stoop level must either be covered by an awning or canopy or be recessed behind the front building facade. If a recessed entry is provided, it must be recessed behind the front facade a minimum of three feet and a maximum of five feet.

Storefront

A storefront frontage is characterized by a facade that is aligned close to or directly on the right-of-way line with the building entrance at sidewalk grade. Storefront frontages have substantial glazing on the ground floor and provide trellises, awnings, or canopies cantilevered over the sidewalk. Building entries may provide either a canopy or awning, or alternatively, may be recessed behind the front building facade.

DS 114. Awnings/canopies must be provided for a minimum of 50 percent of the overall building frontage and must comply with the following:

- Awnings/canopies must project a minimum of five feet over the sidewalk.
- Awnings/canopies must provide a minimum of eight feet and a maximum of 12 feet of vertical clearance over the sidewalk.



DS 115. Building entrances must either be covered by an awning or canopy, or be recessed behind the front building facade. If a

recessed entry is provided, it must be recessed behind the front facade a minimum of three feet and a maximum of five feet.

Gallery and Arcade

A gallery frontage is characterized by a façade that is aligned with the back of the sidewalk with the building entrance at sidewalk grade and with an attached colonnade that projects over the sidewalk.



An arcade frontage is nearly identical in character to the gallery frontage except that the upper stories of the building may project over the public sidewalk way. The sidewalk must be fully absorbed within the colonnade so that a pedestrian may not bypass it.

DS 116. The front facade of the building must be set back a minimum of 12 feet behind a colonnade. The colonnade may be located no more than three feet behind the curb. The colonnade must not obstruct the walking path.

DS 117. Column dimensions must be in proportion to the building mass and must be spaced to provide a sense of openness and a view into and from the covered area.

DS 118. The gallery or arcade must provide a minimum of 12 feet of vertical clearance from the sidewalk.

DS 119. An arcade may include a covered area that spans between buildings.

1.6.7. Standards for Public Pedestrian-Oriented Spaces

The Center District designation includes locations that are suitable for public pedestrian oriented spaces such as plazas, courtyards, and paseos. The SunCreek plan envisions the Center Districts to be active social centers for the surrounding community. The pedestrian oriented spaces play a significant role in providing a setting for such social activity and the food services, entertainment, retail, and other businesses that favor such settings.



The RCMC Section 23.722.060 and Section 23.722.070 establish provisions for the design and construction of all pedestrian-oriented spaces, including on-site pedestrian pathways, common areas and public spaces. RCMC Section 23.722.070 also establishes standards for specific public spaces including building entry spaces, employee break areas, paseos, and plazas.

These standards will provide pedestrian-oriented spaces that are safe, comfortable, and usable; provide aesthetic value to the project's site design; and fully comply with the requirements of the Americans with Disabilities Act and the city-adopted building code.



Small parks and open spaces adjacent to the Village Center sites in Center Districts A and B are envisioned as an "Urban Town Square"; an integral part of the commercial/institutional activity in the area where people will gather. Consequently, the design for these parks will be carefully coordinated with the design of the adjacent commercial and mixed-use sites, and shall be addressed in the detailed conceptual plan for each Center District that must be approved by the City Council as described in Section 1.6.1, Application.

Center District Public Space Area Requirement

Each of the three Center Districts shall provide at least one significant area that allows public gatherings. These primary gathering places shall be scaled to the size of the District and shall provide amenities that support events/activities.

Additionally, every project shall include one or more outdoor gathering place(s). The size and scale of such areas shall be appropriate to the type and use of each particular development. Appropriate spaces may include, but are not limited to, building entries, employee break areas, courtyards, outdoor café seating, and pedestrian pathways.

Public space shall occupy at minimum five percent of the gross square footage of new development

in all of the Center Districts. All public spaces, including the specific spaces listed in this chapter, arcades, sidewalks adjacent to an on-site main street, and paseos, may count toward meeting this requirement.

The following development standards for the SunCreek Center Districts supplement RCMC Section 23.722

DS 120. The public common area shall be located at a prominent location, such as a terminus or major crossing on a primary public walkway within the commercial use area.

DS 121. Sites shall be developed in a coordinated manner to provide order and diversity and avoid a jumbled, confused development. Buildings should be clustered to form plazas or pedestrian malls and prevent long "barracks-like" rows of structures.

DS 122. When clustering is impractical, a visual link between separate structures shall be established through the use of an arcade system, trellis, or other open structure.

DS 123. Major building entries and storefronts should be oriented to a pedestrian space where practical, rather than the parking lot, and walkways should connect the commercial uses directly to the sidewalk along the street.

DS 124. Pedestrian spaces shall provide a linkage and transition space between residential and retail, entertainment or other more public activity uses.

DS 125. Each primary use area in the Center Districts illustrated in Figure II. 1-4 shall apply an overall design theme that ties together the various land use elements of the District in order to provide a sense of place, and identity. The design theme shall address paving materials, lighting, landscaping, trash receptacles and architectural style.

DS 126. As part of the Design Review application required in Section 1.6.1 Application, the

applicant shall submit a pedestrian plan demonstrating compliance with the relevant standards and performance criteria in this chapter.

DS 127. Seating shall be an integral component of the pedestrian oriented spaces. In addition to the standards set forth in RCMC 23.722.050 seating shall be provided that is oriented to the adjacent open space in Center District A and to the small public park in Center District B. Seating and tables associated with food services shall be moveable.

DS 128. The small park in Center District B shall be configured to provide a small grass covered bowl oriented to a small platform that will provide an informal amphitheater adjacent to the commercial uses. The bowl and stage shall be oriented to enable patrons of the commercial area to overlook the bowl and view the stage, but shall consider late afternoon sun angles with regard to audience comfort. Shade structures of fabric, wood, or metal are permitted in the park area.

DS 129. Each Center District designation shall include a children's play area or areas. Such areas may involve a single location where equipment is clustered, or they may involve informal equipment integrated with the pedestrian space as small, individual play elements rather than a single "playground" facility where all play equipment is concentrated. The play equipment should be attractive and relate to the theme of the commercial area if feasible.

DS 130. Play equipment shall be designed and constructed to meet the United States Consumer Products Safety Commission standards and best practices, including the installation of protective surfaces and barriers. To allow for the supervision of children, barriers surrounding the play area shall be substantially transparent and not exceed three feet six inches in height.

Seating for supervision shall be provided adjacent to the play area. The play area and seating shall be shaded in the afternoon.



DS 131. Directional/ directory maps and informational kiosks shall be located in the commercial areas.

DS 132. The commercial areas shall be configured to provide food services from restaurants, carts, and walk-up windows located in retail spaces adjacent to the pedestrian oriented space.



1.6.8. Standards for Pedestrian Pathways

RCMC Section 23.722.070 provides specific standards for enhanced pedestrian pathways that shall apply to all Center Districts. Refer also to RC Design Guidelines: Public Spaces and Pedestrian Amenities, p.3:14.

On-site pedestrian connectivity is essential to the function of the mixed-use character of the Center Districts. All development in the Center Districts

shall comply with RCMC Section 23.722.06 that provides the standards for on-site pedestrian pathways. It requires that the pedestrian paths system shall be designed to provide the pedestrian safe passage throughout a District. The key provisions that apply to the Center Districts include:

DS 133. A clear and continuous path that connects the main pedestrian access point to the site with the main entrance(s) of the primary use structure(s) on-site.

DS 134. Pedestrian pathways from primary buildings to adjacent streets at a ratio of one pedestrian dedicated path for each vehicle entrance on-site.

DS 135. Drive aisles leading to main entrances with a walking path on at least one side.

DS 136. RCMC 23.722.06 also requires that pedestrian paths system shall be designed to provide the pedestrian safe passage between adjoining properties and shall connect their pedestrian pathways. The key provisions that apply to Center DDistricts include:

- A clear and continuous path along all adjacent streets that connects to the main entrance of the primary use structure on each property.
- A clear and continuous path along all drive aisles providing access between the properties that connects the main entrance of the primary use structure on each property.
- Special pedestrian paths/connections between adjoining lots where those uses are compatible.

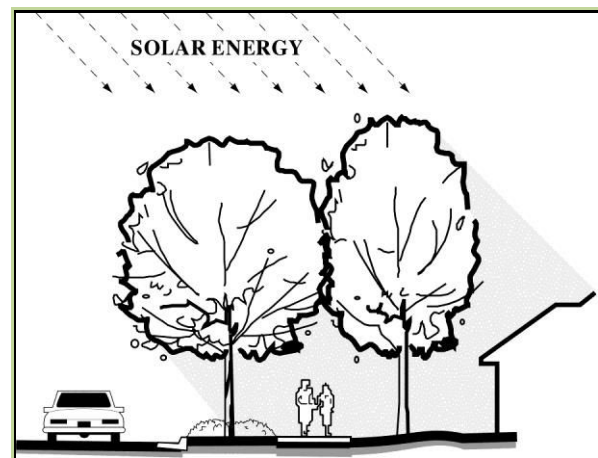
DS 137. Center District developments adjacent to a public transit route shall provide a paved, direct pathway from the primary facade of the major building to the pedestrian path along the street edge leading to a transit stop. Where multiple buildings are included in the development, each building over

50,000 square feet gross floor area shall provide a connecting path that permits occupants to easily walk to the nearest transit stop.

DS 138. A shelter and waiting area that would support future public transit shall be located on the future transit route with pedestrian access to each Center District. Center District B is adjacent to the planned Signature Transit Route along Rancho Cordova Parkway. A clearly defined, convenient and well lighted pedestrian space shall be provided linking the storefronts to the sidewalk nearest the transit stop. Such pedestrian space shall also link to any pedestrian space within the District.

DS 139. To provide shade in the summer, deciduous shade trees shall be planted approximately 25 feet on center along the length of any required pedestrian path. These trees shall be placed at least 15 feet away from the face of any building wall. Equivalent shading may be provided by shade structures or buildings.

Figure II.1-5 Shading along Pedestrian Path



Hours of Access

All public spaces that provide a primary route for pedestrian connectivity through a Center District shall be accessible to the public at all times. Examples include the pedestrian way that

connects the pedestrian walk adjacent to the open space in Center District A to Crescent Drive, and the pedestrian way that connects to the small park to the intersection of Central Park Drive and Rancho Cordova Parkway through Center District B, and any designated pedestrian pathway through Center District C. Landowners and property managers of small pedestrian spaces within residential areas or plazas directly associated with individual businesses, such as a dining patio adjacent to a restaurant, shall have the authority to limit hours of public access to such seating or use area. The City may authorize a nighttime closing contingent upon the following provisions:

- A new space may be granted nighttime closing if potentially significant safety issues are documented and submitted as part of an application to authorize the closing.
- An existing space may be granted nighttime closing if the space has been open for at least one year and significant operational and safety issues have been documented.
- Nighttime closing of the space is necessary for public safety and/or maintenance within the space.
- Any approved design element that limits nighttime public access shall not impede public circulation, police access, and visual or physical access within the space or between the space and public areas during hours of public operation.

Defensible Space

Defensible space includes designs that incorporate specific consideration for public safety in common areas, such as walkways and plazas. This includes such items as maintaining views from adjacent buildings and the street, adequate lighting, and location of shrubs and other screens. Refer also to RC Design Guidelines Safescape, p.2:58.

DS 140. Defensible space concepts and techniques shall be incorporated in Center Districts.

Heavy landscaping near structures and on the periphery of parking areas shall be restricted in order to maintain view corridors. Retail shops and offices fewer than 10,000 square feet per tenant shall include a minimum of window front adjacent to walkways along the ground floor wall consistent with the RC Design Guidelines. These windows shall not be covered inside the building and shall allow direct line of sight to the outside.

DS 141. Potential crime risk uses, such as walk-up ATM machines, shall be located in highly visible and well-lighted areas.

1.6.9. Residential Use Site Design in Center District Designations

Residential is a key component of the mixed use Center Districts. Each District includes a component of High Density Residential (HDR) and Compact Medium Density Residential (CMDR) as well as commercial uses. The intent is to provide interaction among these uses that encourages a lively street life, yet allows for the quiet and privacy required by most residents. The Rancho Cordova Municipal Code, Title 23 specifies design regulations for setbacks, street orientation and other site and development considerations.

In addition to the RCMC regulatory standards, residential development in the SunCreek Center Districts is concerned with the orientation to the street, and the relationship of residential uses to non-residential uses in a mixed-use environment, particularly where the uses are mixed horizontally rather than vertically.

The residential interface along the Main Street area in each District includes both HDR and CMDR dwellings. Each of these designations is envisioned as primarily, but not exclusively, alley loaded housing that has a limited depth front yard and is oriented to the street edge. Sections 1.6.4

and 1.6.5 address guidelines for the street environment.

Housing integrated with non-residential use on the same block or parcel areas will require guidelines to protect the quiet and privacy of the residents.

DS 142. Multi-family residential uses in a Center District site shall be an integral part of the mixed use complex and not a separated by walls or parking areas except required for privacy and security in the residential use.

DS 143. Multi-family residential uses in the Center Districts may be integrated with the non-residential uses vertically, (apartments located above retail or office uses), or horizontally, (adjacent to the retail or office uses).

DS 144. Mixed use buildings shall provide separate entries for each use, but shall provide a residential entry oriented to a courtyard, plaza, and other common area that provides a transition from the public areas to private area.

DS 145. Multi-family residential uses in the Center Districts shall have access from the public walkways that serve the commercial uses, but shall also have a separate entry.

DS 146. Multi-family residential uses in the Center Districts shall have separate, dedicated parking areas, but shall share driveway entries from the street, where feasible.

DS 147. Multi-family residential uses in the Center Districts shall have private open space in the form of a patio or terrace separated from the commercial common areas. Such patios or terraces may overlook common public areas associated with commercial use.

1.6.10. Center District Descriptions

The SunCreek Form Based Code applies to three areas identified in Figure II.1-4 and Volume I

Figure 3-3. Each District has a different character and purpose that requires different standards and a different development approach.

Center District A

District A is located in the northwest corner of the intersection of Sunrise Boulevard and Kiefer Road. Crescent Drive transects the District and provides the “Main Street”. District A is adjacent to a medium and low-density residential neighborhood to the south and east. Permanent open space is located to the west and north.

District A includes a mix of Village Center (VC), High Density Residential (HDR) and Compact Medium Density Residential (CMDR) zoning. The anticipated mix of uses in this District includes local serving retail and services such as a grocery, drug store, a variety of small retail shops and personal services, business offices and professional service, entertainment, restaurants, including both sit-down and outdoor dining, private recreation, and multi-family housing in apartment, row house, or other similar configurations.

With its interface of medium to high-density residential and integrated commercial development, Crescent Drive presents a special opportunity for a lively urban setting. Shops and residential uses along this tree lined local collector street should include pedestrian amenities and small to medium sized public spaces. The retail and higher density residential form based frontage types described in this section are particularly suited to this street.

District A also presents the opportunity to mix residential, commercial and employment uses overlooking a substantial open space area. The south edge of the crescent shaped open space creates an opportunity for a pedestrian trail promenade between the open space and the adjacent residential and commercial uses.

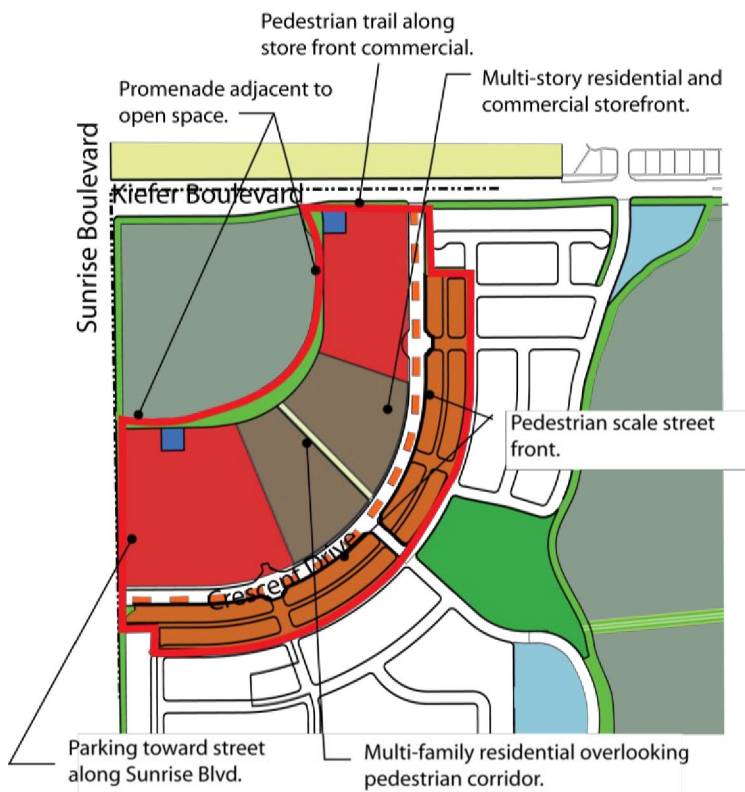
Restaurants and shops should be oriented to both the Crescent Drive urban setting and the

promenade along the open space preserve. Second floor office space and/or multi-family residential can be located to take advantage of this open space view and to provide eyes on the public trail system and the public spaces that will be included in the urban mixed use portions of the area. Food services and shops should also be oriented to the bike trail along Kiefer Boulevard to provide a rest and gathering area.

Center Districts emphasize pedestrian activity and public spaces. District A would include such spaces within the commercial portions as activity centers and gathering places, but the pedestrian ways and public spaces can also serve as transition areas between the public activity and the more private and quiet residential areas.

A major trail segment extends through the VC designation to Crescent Drive and beyond to the neighborhood park and major open space area.

Figure II.1-6 Center District A Notation



This trail segment is likely to be adjacent to high-density residential use and the trail design and location must provide for the security and privacy of the adjacent residents. Again, the upper story residential uses will provide eyes on the trail.

District A includes commercial areas along both Kiefer Boulevard and Sunrise Boulevard. The Kiefer Boulevard frontage is unusual because it includes a link in the major bike and pedestrian network. Volume I Figure 4-21 illustrates the condition where the primary trail passes by the commercial use. A mini-plaza with paved area, shade structures, low landscaping, lighting and informal seating would fill the space between the trail and the building. This location would serve well for a small food service, shops, or services catering primarily to people using the adjacent trail.

The commercial development adjacent to Sunrise Boulevard will face the challenge of relatively high-speed traffic and road noise. This frontage includes a pedestrian walk, but the pedestrian traffic will be less significant than found on Kiefer Boulevard. Along this edge, the pedestrian oriented storefront will be less viable and buildings may orient a side or rear face to Sunrise Blvd. Access to the interior of the site will occur at Crescent Drive and at the bike trail along the adjacent open space.

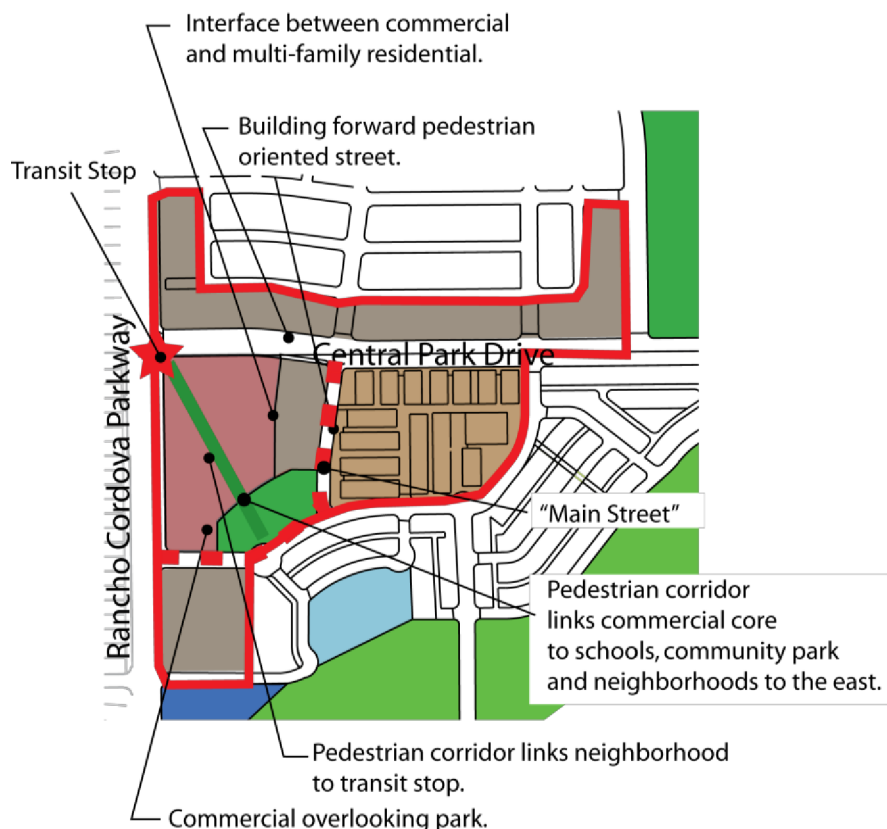
Center District B

Center District B is located along Rancho Cordova Parkway and Central Park Drive. The location provides access to future public transit and a pedestrian link to the Community Park and high school/middle school complex that comprise the core of the SunCreek community.

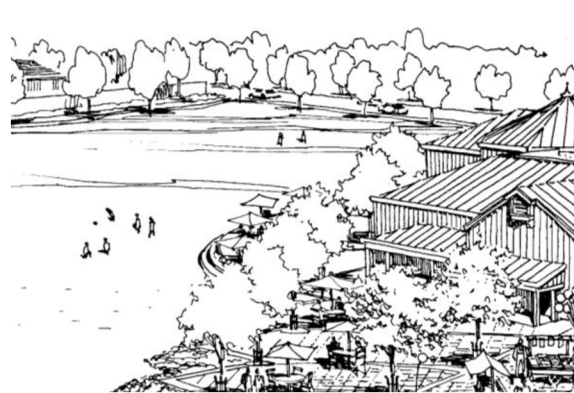
District B includes a mix of Village Center (VC), High Density Residential (HDR), Compact Medium Density Residential (CMDR) and Public/Quasi-public (P/QP) uses. Appropriate uses would include a small grocery, shops and offices, entertainment and dining.

These uses are integrated in a uniquely pedestrian friendly mix focused on a small neighborhood park. The commercial use overlooks the park and is an extension of the food, entertainment and retail activity. Refer to Section 1.6.7 "Standards for Public Pedestrian-Oriented Spaces" in this

Figure II.1-7 Center District B Notation



chapter for a description and standard addressing this condition. A passage through this park will connect the commercial area to the surrounding neighborhoods and provides a direct link to the primary SunCreek bike trail along the open space corridor.



Example of Commercial Space Overlooking Park or Open Space

Central Park Drive provides a special pedestrian oriented link along a tree-lined corridor fronted by high-density residential and commercial uses. Central Park Drive is a primary pedestrian spine that transects the Core Open Space illustrated in Volume I, Figure 5-1. It links the community park, high school/middle school campus and the neighborhoods to the east to the transit hub at Rancho Cordova Parkway.

The commercial uses of this District will present attractive architecture toward Rancho Cordova Parkway and pedestrian pathways will extend from the sidewalk/frontage of Rancho Cordova Parkway into the adjoining commercial uses. View corridors between buildings will provide further visual connections between passing vehicles and businesses within this commercial center.

Center District C

District C is a 60-acre site planned as a major employment and retail center along Grant Line Road and Chrysanthy Boulevard. The zoning designation includes Regional Town Center (RTC) and High Density Residential (HDR). The District could include offices, large format retail, a large entertainment complex, or a combination of these. The site could also accommodate a large pedestrian scale “village” that includes components of the larger retail and office uses, but also includes clusters of businesses oriented to a network of interconnected by pedestrian promenades and pathways.

There are multiple alternative approaches that may be applied to this site. Future land use mixes of the District, and the scale will require an in depth planning process to determine the specific application of the form based features described in this chapter.

Figure II.1-8 Center District C Notation

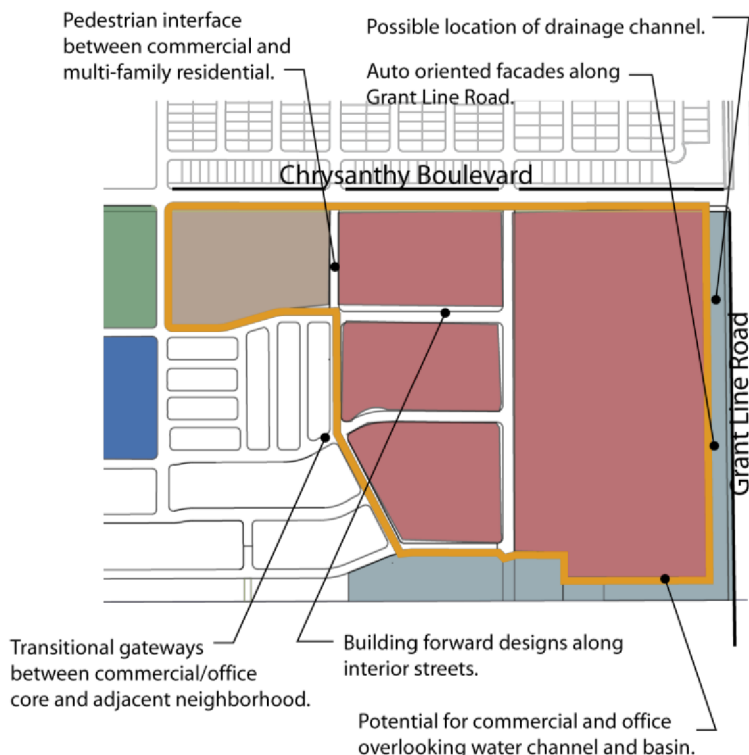


Figure II.1-8 suggests a pattern of internal streets that connect to the adjacent residential neighborhood. This would facilitate a “Main Street” development style that would include small buildings brought forward to the street edge. A small town square or Neighborhood Green feature will be included that serves as the focal point for this design theme. The transition to the adjacent neighborhood would be addressed by scaling the buildings in the commercial area to be compatible with the adjacent residential at the edges of the commercial area.

A significantly different approach would be to incorporate the entire 60-acre site into a pedestrian friendly campus in which the core of the center is designed primarily for pedestrians and cyclists and the automobile is left to designated areas on the perimeter.

The RTC designation reflects the current City planning vision for this site; however, there are a number of factors that may affect the design of the planned uses. For example, the footprint of the intersection or interchange of Chrysanthy Boulevard and Grantline Road is not yet established. It is possible that the intersection of Chrysanthy and Grantline will ultimately be a grade separated interchange if the Southeast Connector is developed to an expressway standard.

This would require a substantial land area to accommodate the interchange and connecting ramps that would affect this site and reduce the available area for development. In addition, any direct access from Grantline Road would be prohibited, and the access from Chrysanthy Boulevard to the site would be not less than one-quarter mile west of Grantline. The effect of these two factors would significantly affect the design of the site by focusing the primary traffic entry to a single location.

Further planning will be required prior to development, including more detailed design analysis subject to the SCSP Volume I Section 9.6 SunCreek Specific Plan Administration.

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CITY OF RANCHO CORDOVA

ORDINANCE NO. 42-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING SIX DEVELOPMENT AGREEMENTS FOR THE SUNCREEK PROJECT**

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

Section 1. Recitals

A. In order 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"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties.

B. Since the City's incorporation in 2003, the City of Rancho Cordova ("City") has worked with landowners of the SunCreek Specific Plan area on moving forward with entitlements for that property. The City has held a number of workshops and City Council study sessions with the intent of informing property owners and residents about the SunCreek Specific Plan and soliciting feedback.

C. The SunCreek Specific Plan Project ("Project" or "Specific Plan") is a plan for a mixed-use development with a combination of employment-generating uses, retail, and retail supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 1,265-acre site in the City of Rancho Cordova ("City"). The Project includes approximately 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; approximately 12 acres of public/quasi-public uses; elementary schools and a combined middle/high school on approximately 111 acres; approximately 74 acres of parks and greens; approximately 387 acres of wetland preserve, stormwater detention basins and buffers; and major and minor roads with landscaping. In addition, the Project includes various on- and off-site infrastructure improvements; and

D. The Specific Plan's purpose is to create a cluster of walkable residential villages and a major civic and recreation core comprised of a community park, schools and major open space. The residential neighborhoods will create a distinctive district for the City and house a work force to enhance the City's jobs/housing balance.

E. In compliance with the requirements of the California Environmental Quality Act ("CEQA"), the City prepared an Environmental Impact Statement and an Environmental Impact Report for the Specific Plan ("EIR").

F. The property within the Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline &

Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as “Landowners”).

G. Each Landowner has agreed to enter into a development agreement for their portion of the Specific Plan area. The attached development agreements, attached hereto as **Exhibits 4A-4F** (“Development Agreements”), are Landowner specific and cover the entire Specific Plan area.

H. On November 18, 2013, the City Council, pursuant to Resolution No. 127-2013, certified the EIR, adopted mitigation findings pursuant to CEQA guidelines Section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring plan for the Specific Plan, which covered the attached Development Agreements.

I. On November 18, 2013, 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.

Section 2: Findings

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

A. **Consistency with the General Plan.** The Development Agreements, are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan. In accordance with Government Code section 65867.5(b), the Development Agreements vest the Landowners' right to proceed with development of the property in accordance with the Specific Plan. The six Development Agreements do not amend or revise the development standards in the Specific Plan. Therefore, the Development Agreements will be consistent with the General Plan if development under the Specific Plan is consistent with the City's General Plan.

As required by Government Code section 65867.5(b), the City Council finds that the six Development Agreements, which vests development under the Specific Plan, are consistent with the City's General Plan. The findings and evidence to support this General Plan consistency determination are set forth in Appendix X of the Specific Plan, “Analysis of Project Consistency with City Policies,” and as follows:

i. The Specific Plan is consistent with the desired land use patterns (neighborhoods, villages, and districts) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of the Specific Plan are consistent with the SunCreek/Preserve Planning Area (Figure LU-28), corresponding text description, and assumed development potential (Table LU-5) outlined in the General Plan.

ii. The Specific Plan includes a land use plan and use and development standards, as well as guidelines for subsequent Project design consistent with the goals of the General Plan Urban Design Element. Specifically, the location

and design concepts for the village, local, and regional town centers within SunCreek are in keeping with the building block concepts outlined in the General Plan's Urban Design Element (Goal UD-1 and corresponding policies and actions). Additionally, design guidelines in Appendix A establish unique project identity with context-sensitive design provisions envisioned in Goals UD-3 and UD-4.

iii. The Specific Plan includes land use designations for two village centers and one regional town center. This plan implements General Plan Economic Development Element Goals ED-1 and ED-2 in terms of diversifying the local economy and providing new local and regional retail opportunities.

iv. The SunCreek Land Use Plan (Figure 3-2) includes a wide range of residential land use designations including single-family residential, medium density residential and high density residential, as well as opportunities for high density housing in select mixed-use center locations. Residential land use designations (allowing between 2 and 40 units/acre) are distributed throughout the Project site with high density housing located in close proximity to schools, parks, jobs and employment. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities by the implementation of an Affordable Housing Plan for each property owner within the Project area.

v. The SunCreek Circulation Plan (Figure 4-2) is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local Project traffic and improved community circulation. It is also consistent with the regional transportation system with the addition of two major north-south roadways (Rancho Cordova Parkway and Americanos Boulevard), as well as improvements to the east-west connectivity. SunCreek Circulation Plan (Figure 4-2) is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. Section I.4 of the SunCreek Specific Plan identifies planned street improvements for major roadways and trails and establishes standards and principles for subsequent review of local streets and trail connections in keeping with the General Plan Circulation Element Goals C-1 and C-2 for multi-modal facilities and connectivity.

vi. The SunCreek Land Use Plan (Figure 3-2) designates approximately 82 acres for parks and open space, which excludes storm water detention and private recreation areas. Project open space includes 310 acres of wetland preserve, drainage parkways/basins, landscape corridors, and greenbelts. The total Project open space (non-developable) amounts to approximately 30 percent of the Project area. Planned open space, parks, and trails for SunCreek are consistent with General Plan Open Space, Parks, and Trails Element Goals OSPT-1, OSPT-2, and OSPT-3 in establishing a premier system of public parks, establishing connected and diverse open space systems, and maximizing opportunities for pedestrians and cyclists.

vii. SunCreek Circulation and Infrastructure Plans of the Specific Plan identify necessary infrastructure, utilities, and services for the Project consistent with the goals and policies outlined in the General Plan Infrastructure, Services, and

Finance Element. SunCreek Specific Plan, Section I.9 (Implementation) identifies the requirements for the Financing Plan, and includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.

viii. The Environmental Impact Report/Environmental Impact Statement for the SunCreek Project identifies all known and protected resources within the Project area. Required protection and mitigation measures have been incorporated into the Specific Plan (Figure 3-2) and as described in Section I.6 (Natural Resources). The SunCreek Project is consistent with the General Plan Natural Resources Element Goals NR-1, NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands and creek corridors.

ix. The Specific Plan includes drainage improvements consistent with General Plan Safety Element Goal S-2 (and corresponding policies and actions) to reduce the possibility of a flooding or drainage issue causing damage to urban land uses. Finally, the SunCreek Development Regulations (Volume II) incorporate best practices from the Crime Prevention Through Environmental Design standards to ensure consistency with Safety Element Goal 7 regarding design of neighborhoods and buildings to maximize safety/security and minimize crime.

x. The SunCreek Land Use Plan (Figure 3-2) incorporates desired development patterns for a balanced mix of uses that incorporate housing, jobs, and services in close proximity connected by roadways and trails to reduce vehicular travel and maximize opportunities for walking and biking. The land use plan and corresponding circulation exhibits are consistent with the General Plan Air Quality Element Goals AQ-2 and AQ-3 regarding land use patterns and densities, as well as circulation systems to reduce vehicle trips and air quality impacts.

xi. The SunCreek Land Use Plan (Figure 3-2) maintains residential setbacks and in some cases sound walls to mitigate noise impacts from heavily traveled roadways. This land plan and provisions in the SunCreek Development Regulations (Volume II) are consistent with the General Plan Noise Element Goal N-1 to ensure that new development is free of noise disturbances.

xii. The Development Agreements are consistent with the SunCreek Specific Plan, in that the development standards under the SunCreek Specific Plan are incorporated into and vested by the Development Agreements. The Development Agreements do not amend or alter the development standards under the Specific Plan.

B. Public Interest. The proposed Development Agreements will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The Specific Plan, with the Development Agreements, is consistent with and is expected to result in an improved jobs/housing ratio than what currently exists and includes the designation of public uses including public schools, parks and other public or quasi-public uses. The Specific Plan integrates sustainable development practices at each level of community planning and implementation. It includes a variety of retail opportunities for the planned community and the

surrounding areas of the City and Sacramento County as well as a variety of residential densities resulting in a range of housing opportunities for a range of income levels.

C. **CEQA Compliance.** In compliance with the requirements of CEQA, the City prepared an Environmental Impact Statement and an EIR for the SunCreek Specific Plan. On November 18, 2013, the City Council adopted Resolution No. 127-2013 certifying the EIR and adopting environmental findings, a statement of overriding consideration and a mitigation monitoring and reporting program for the SunCreek Specific Plan Project approvals. Resolution No. 127-2013 is incorporated herein by reference.

Section 3: Approval of Development Agreements.

The City Council hereby approves the six Development Agreements, attached hereto as **Exhibits 4A-4F**, in a form approved by the City Attorney, and authorizes the City Manager to execute the Development Agreements. The attached Development Agreements are as follows:

A. Development Agreement by and between the CITY OF RANCHO CORDOVA and LENNAR SIERRA SUNRISE, LLC;

B. Development Agreement by and between the CITY OF RANCHO CORDOVA and CALLAHAN SUN CREEK, LLC, a California limited liability company, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Revocable Living Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Irrevocable Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Grandchildren's Irrevocable Trust, MARK CLEWETT, HEATHER CLEWETT, JOHN J. YOUNG, Trustee of the John J. Young Revocable Trust established June 20, 2012, REBECCA T. YOUNG, Trustee of the Young Family Trust, and KATHRYN BLANKENBURG;

C. Development Agreement by and between the CITY OF RANCHO CORDOVA and GRANTLINE & CHRYSANTHY 220 INVESTORS, LLC a California limited liability company;

D. Development Agreement by and between the CITY OF RANCHO CORDOVA and ROBERT A. GILMARTIN, BARBARA A. GILMARTIN, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Heather C. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Shannon K. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The James Henry Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Michael Gregory Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Amy Irene Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, and WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The William Randolph Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003;

E. Development Agreement by and between the CITY OF RANCHO CORDOVA and SHALAKO INVESTORS, a California limited partnership; and

F. Development Agreement by and between the CITY OF RANCHO CORDOVA and CHRIS N. VRAME, MURRAY M. SMITH, JR., CAROL J. SMITH, TRACY L. SMITH, M. CAMPBELL SMITH, JAMES N. SMITH, and STEVEN G. DUNMORE, successor trustee of the Dunmore Family Trust dated February 24, 1977, as Amended.

Section 4: Recordation.

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

Section 5: Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision 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 enforced.

Section 6: Publication and Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2196266.7

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

**CALLAHAN SUN CREEK, LLC,
ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Revocable Living Trust,
ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Irrevocable Trust,
ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Grandchildren's Irrevocable Trust,
MARK CLEWETT, HEATHER CLEWETT,
JOHN J. YOUNG, Trustee of the John J. Young
Revocable Trust established June 20, 2012,
REBECCA T. YOUNG, Trustee of the Young Family Trust,
and KATHRYN BLANKENBURG**

RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and CALLAHAN SUN CREEK, LLC, a California limited liability company, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Revocable Living Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Irrevocable Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Grandchildren's Irrevocable Trust, MARK CLEWETT, HEATHER CLEWETT, JOHN J. YOUNG, Trustee of the John J. Young Revocable Trust established June 20, 2012, REBECCA T. YOUNG, Trustee of the Young Family Trust, and KATHRYN BLANKENBURG (together "Developer"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Developer owns in fee title that certain 160-acre portion of the SunCreek Specific Plan Area 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").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre SunCreek Specific Plan Area described in Exhibit B attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of

Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance ____-2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. ____-2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

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

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. ____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. ____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Developer. Pursuant to Resolution No. ____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

“Backbone Infrastructure” means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

“CCR Enforcement” means enforcement by Developer and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____, 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Developer agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Developer agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthy 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Callahan Sun Creek Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may

be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

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

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Developer is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Developer's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. 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 or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to

be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or federal Law. Modification Because of Conflict with State or federal Laws. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. 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, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted 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, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to 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, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and exactions required by City 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") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under

Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Developer to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Developer shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Developer elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation. Developer's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Developer's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in **Exhibit 6.1** (the "Dedicated Lands"). City agrees and acknowledges that Developer's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Developer's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by

such time, the Developer will pay a new park development impact fee (the “Interim Park Impact Fee”) in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the “Interim Neighborhood Green Fee”) in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Developer shall pay the New Park Development Fee and the Neighborhood Green Fee after they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th as follows:

- (a) A “mean” index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.
- (b) An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (a) of this section by the “mean” index for the previous January. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 “mean” index and dividing by the January 2012 “mean” index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CRPD or City, as applicable, for the improvement of the lands that CRPD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee (or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City’s agreement to the terms regarding the timing of development of all Parks and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each

phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Developer to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition

Fee. Developer agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the "Park Renovation Fee"); provided that the Park Renovation Fee shall not be paid for any unit constructed on any parcel purchased by the City pursuant to the option in the Affordable Housing Plan. Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in Exhibit 6.3. This payment is made voluntarily by 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"), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Developer challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be

included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance

CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, (ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CRPD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services.

The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-

1. The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services).

Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Developer's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Developer's Properties. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year FY 2013/2014 Police Maximum Services Special Tax shall be Four Hundred Seventy Dollars and Twenty Eight Cents (\$470.28) annually per residential dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD;

provided Developer may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Developer agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Developer would constitute an event of default under this Agreement. In the event of such a default by Developer, then in addition to all other remedies available to City, Developer shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs. In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

- (a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).
- (b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;
- (c) Water and Drainage Studies CFD or Assessment District;
- (d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD Fee") described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within the Specific Plan. Developer agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Developers the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the "Land Equalization Fee") described in the Finance Plan (and as particularly set forth in Appendix E thereto). Developer agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Developer also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner ("Grantline") of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on **Exhibit 7.3.3** attached hereto ("Grantline Property") has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline's first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Developers under its Agreement with the other Participating Developers.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Developer shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Developer who installs frontage improvements located on the Property prior to Developer's development of the Property, in accordance with the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Developer shall be identified by Developer and approved by City in connection with City's approval of the Developer's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase

thereof, Developer shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage improvements that Developer will construct, or will reimburse a Participating Developer for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, "Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements," for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Developer, City will enter into a reimbursement agreement with Developer to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Developer shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Developer to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program. Developer shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Developer to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations. As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Developer agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Developer within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on

Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. The Developer agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Developer shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Developer to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Developer's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Developer's obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property. Pursuant to the Affordable Housing Plan, City shall have an option to acquire an additional parcel within the Property for potential affordable housing development in accordance with the terms and conditions of the Affordable Housing Plan applicable to the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Developer shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Developer recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Developer chooses to seek permits which rely upon the SSHCP, Developer shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 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. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

11.2 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 Municipal Code. Any fees paid pursuant to this Agreement and spent by City prior to the date of cancellation shall be retained by City.

11.3 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 designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer 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: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 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.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Developer's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

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

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within

thirty (30) days of the final decision of the City Council, or the Developer forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Developer, and that unless and until the Developer elects to develop any portion of the Property, the only obligations of the Developer hereunder shall be to dedicate public rights of way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. 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. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or

modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

14.1.3. 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.

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

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

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

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 Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

19. Agreement Runs with the Land. Except as otherwise provided for in this Development Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement are 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 Development Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including but not limited to Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the Property, or with respect to any owned property: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) 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.

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Developer is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address
City, State, Zip
Fax:
E-mail:

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.

25. Assignment and Release. From and after recordation of this Agreement against the Property, Developer 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, provided that (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Developer) and City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the

assignee will be considered the “Developer,” with all rights and obligations related thereto, with respect to such conveyed property (the “Assigned Property”).

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer’s sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a “Mortgagee”) that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer’s obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City’s ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted by the Council of the City on the ____ day of _____, 2013, and has caused this Agreement to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

CALLAHAN SUN CREEK, LLC
a California limited liability company

By: KAMILOS HOLDINGS II, LLC,
a California limited liability company,
Its: Manager Member

By: _____

Gerry N. Kamilos
Its Manager

By: _____

Name: ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Revocable Living
Trust

By: _____

Name: ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Irrevocable Trust

By: _____

Name: ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Grandchildren's
Irrevocable Trust

By: _____

Name: MARK CLEWETT, an individual

By: _____

Name: HEATHER CLEWETT, an individual

(Signatures continued next page)

By: _____

Name: JOHN J. YOUNG, Trustee
of the John J. Young Revocable Trust,
established June 20, 2012

By: _____

Name: REBECCA T. YOUNG, Trustee
of the Young Family Trust

By: _____

Name: KATHRYN BLANKENBURG, an
individual

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

2194026.6

EXHIBIT A-1

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

The North 80.00 acres of the Northwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom an undivided one-half interest in all oil, gas, and other hydrocarbons and minerals now or at any time hereafter situate, therein and thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of same, but without entering said real property upon or above its surface, as reserved in Deed dated June 20, 1955, recorded July 6, 1955, in Book 2869 of Official Records, Page 494, executed by Natomas Company, a California Corporation, to Bargain Bill's Furniture Warehouses, Inc., a Corporation.

Also described as Parcel 1 on that certain Certificate of Compliance recorded January 28, 1993, in Book 930128, Page 638, Official Records.

Apn: 067-0100-023

Parcel 1:

The Northwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom the North 80.00 acres of said Northwest one-quarter of Section 21.

Also excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate, therein and thereunder located 100 feet or more below surface of said property and the right to take away and dispose of the same, but without entering said real property upon or above its surface, as reserved in Deed dated June 20, 1955, recorded July 6, 1955, in Book 2669 of official Records, page 494, executed by Natomas Company, a California Corporation, to Bargain Bill's Furniture Warehouse, Inc., a Corporation, also known as Parcel 2 on that certain Certificate of Compliance recorded January 28, 1993, Book 930128, Page 638, Official Records.

Parcel 2:

Together with an easement for road and utility purposes over the North 30.00 feet of the Southwest one-quarter of said Section 21. this is a non exclusive easement.

Apn: 067-0100-024

Exhibit A-2
Map of Property

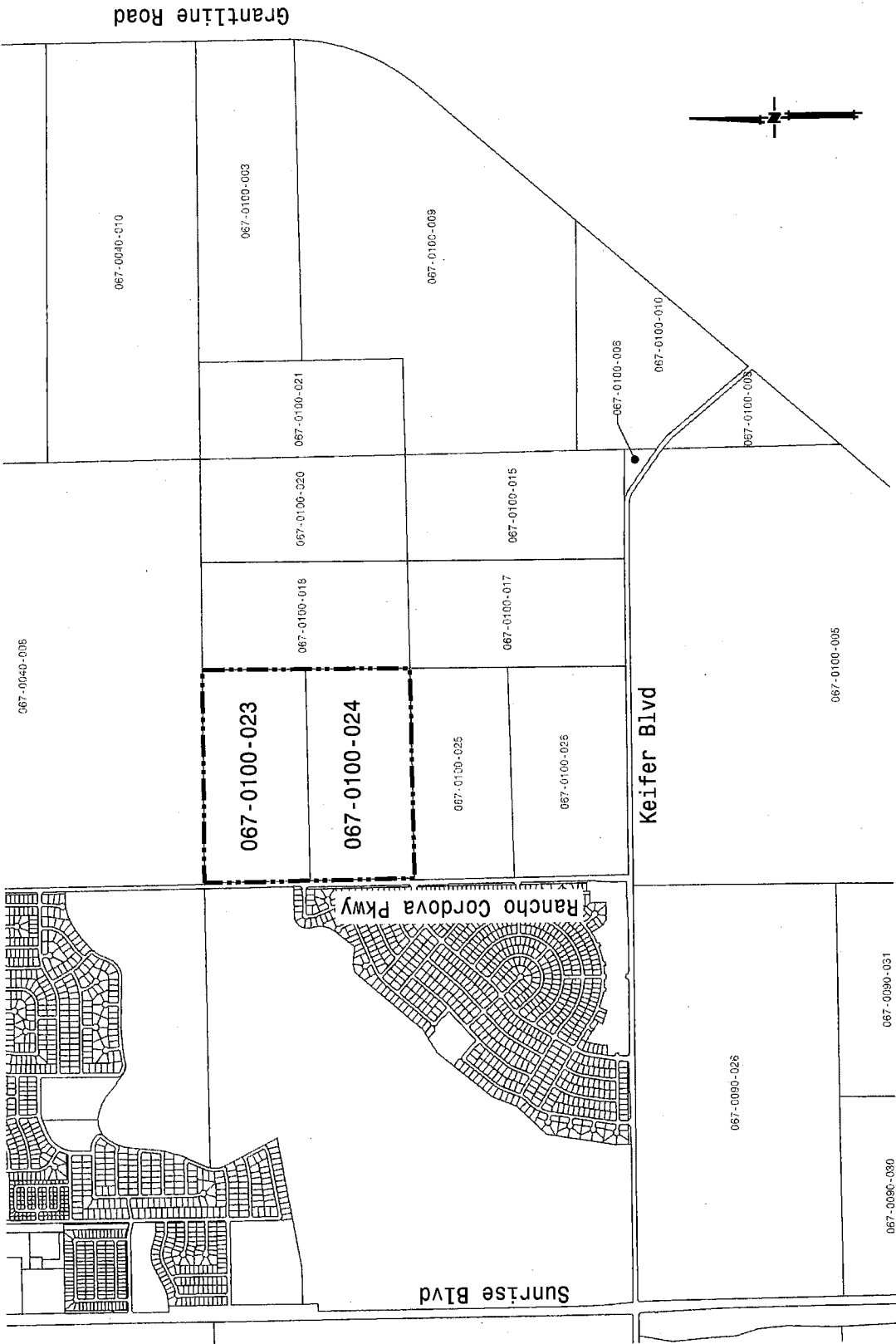


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

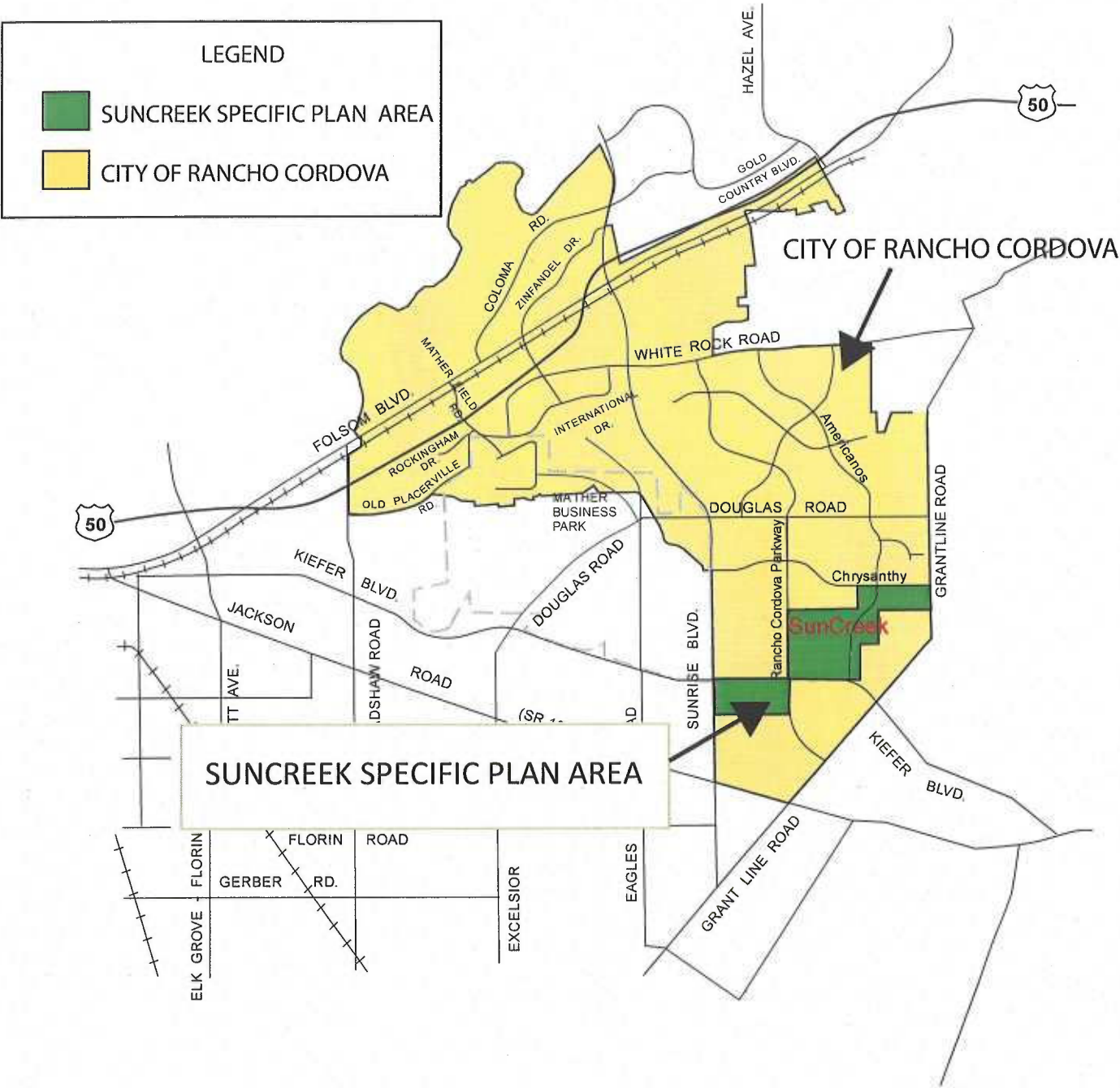


Exhibit 6.1
Map of Park and
Neighborhood Green Land Dedications

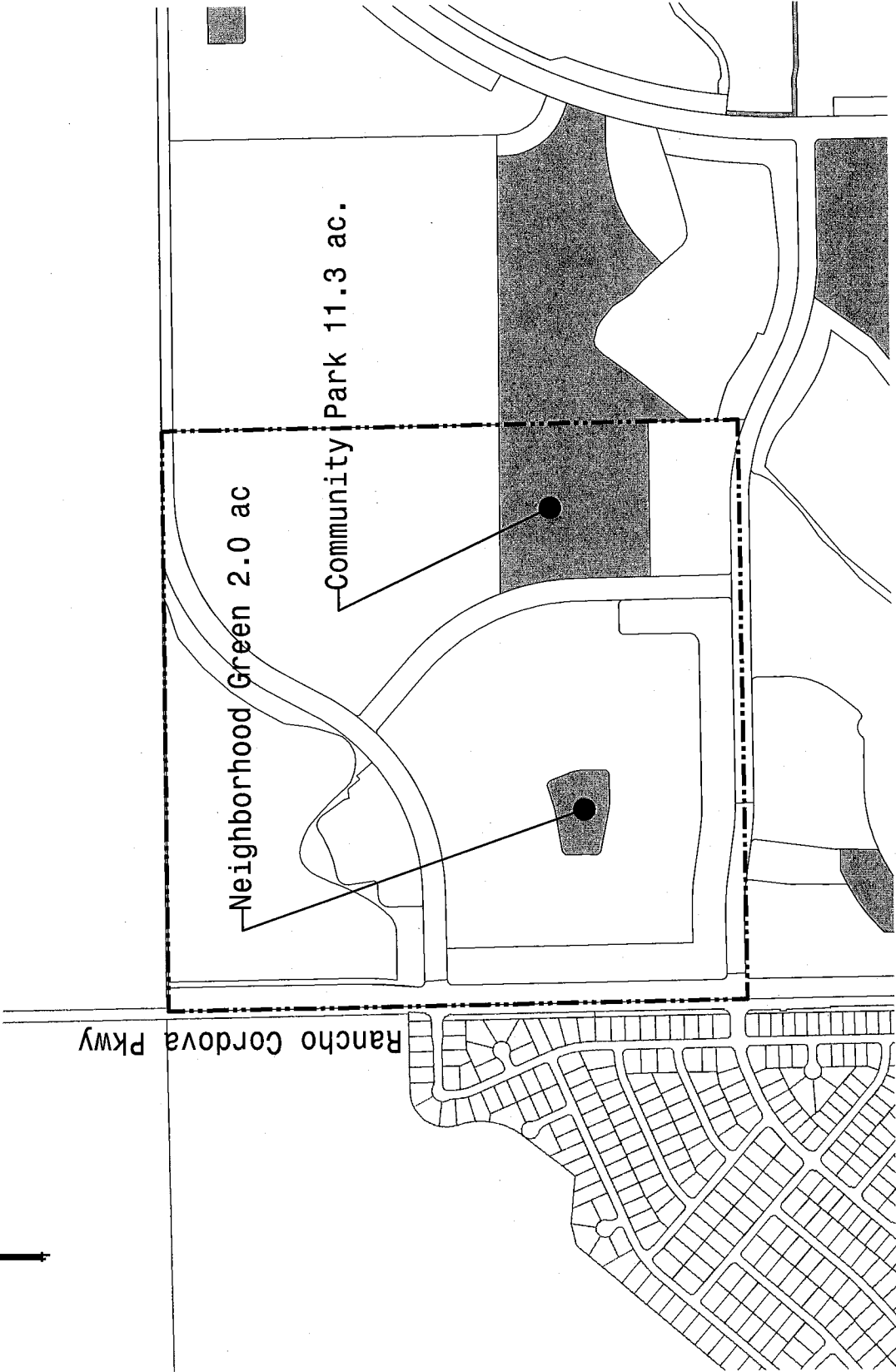


Exhibit 6.1

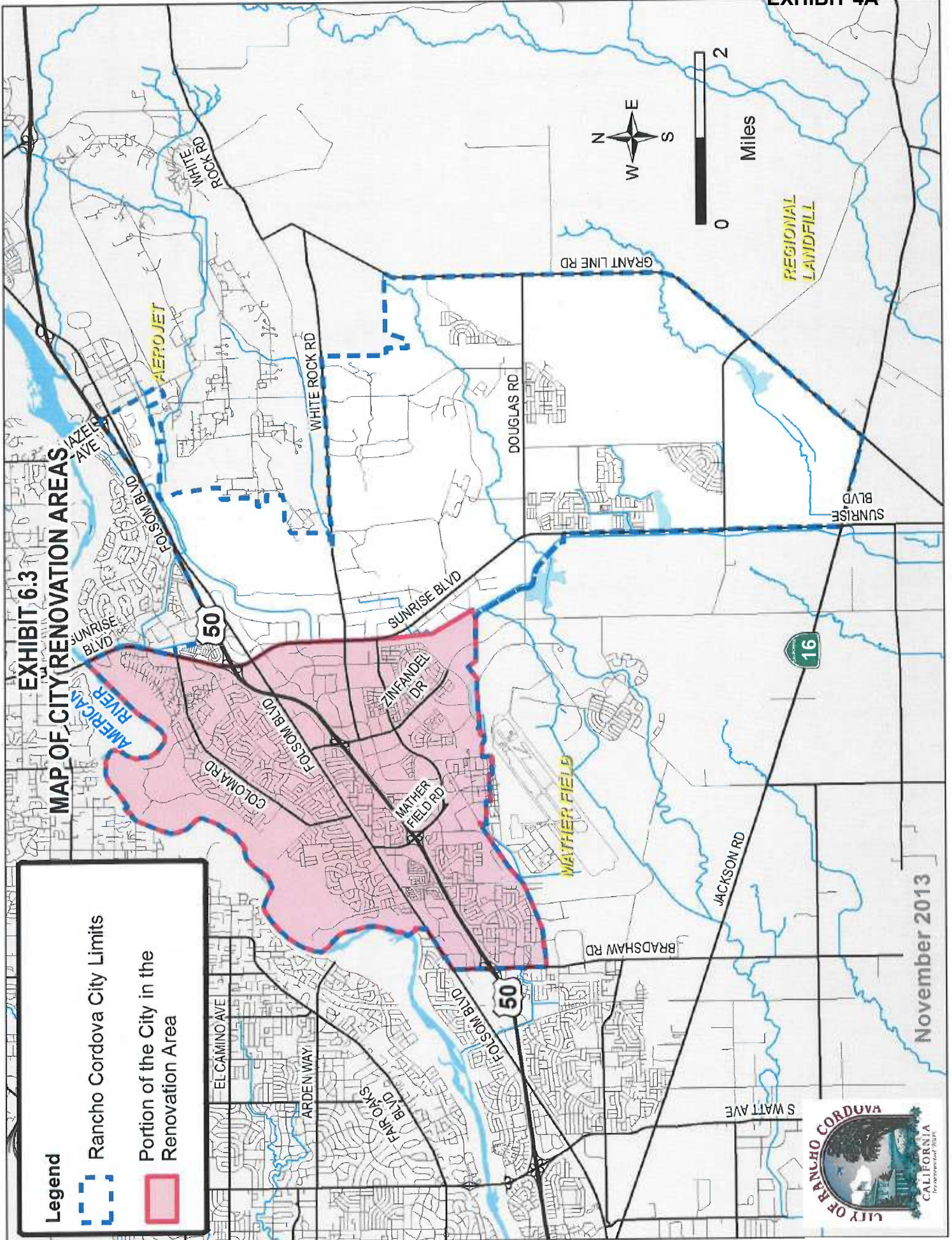


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ___ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201_, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor 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 _____, 201_, as Instrument No. 201_- _____.

Assignor 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").

Assignor desires to assign and Assignee desires to assume all 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, Assignor and Assignee hereby agree as follows:

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor 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, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Notice Address described in Section 20 of the Development Agreement 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.

ASSIGNOR:

ASSIGNEE:

a _____

a _____

By:

By:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3
Map Outlining
Grantline 220 Property

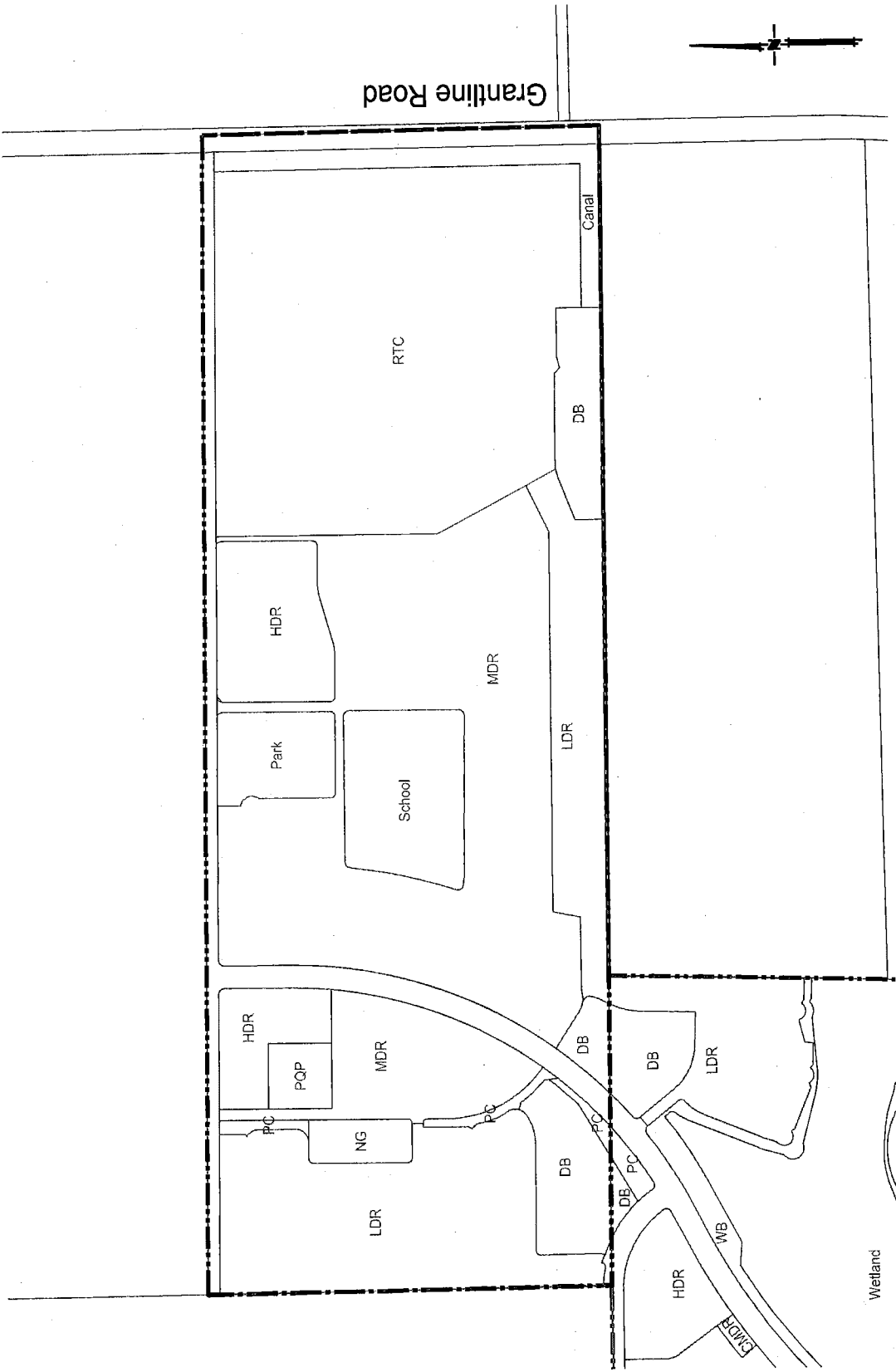


Exhibit 7.3.3

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

ROBERT A. GILMARTIN, BARBARA A. GILMARTIN, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Heather C. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Shannon K. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The James Henry Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Michael Gregory Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Amy Irene Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, and WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The William Randolph Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003

RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and ROBERT A. GILMARTIN, BARBARA A. GILMARTIN, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Heather C. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Shannon K. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The James Henry Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Michael Gregory Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Amy Irene Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, and WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The William Randolph Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003 (together "Owner"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Owner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, et seq. (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Owner owns in fee title that certain 240-acre portion of the SunCreek Specific Plan Area 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").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre

SunCreek Specific Plan Area described in **Exhibit B** attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance ____-2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. ____-2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

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

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. ____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Owner. Neither Party is an agent of the other Party. City and Owner renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Owner joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. ____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Owner. Pursuant to

Resolution No. _____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

“Backbone Infrastructure” means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

“CCR Enforcement” means enforcement by Owner and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Owner’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____, 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Owner agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Owner agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Owner agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Owner agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor Ownership Group, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthy 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Gilmartin/Trevor Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

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

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Owner shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Owner may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Owner is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Owner submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Owner, Owner may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Owner. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Owner may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Owner shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Owner's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. 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 or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Owner will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Owner shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or federal Law. Modification Because of Conflict with State or federal Laws. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. 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, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted 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, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to 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, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Owner shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Owner shall pay all development impact fees, connection or mitigation fees, and exactions required by City 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") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions

required by City to be paid by Owner that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Owner's obligations under Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Owner for Subsequent Entitlements, necessary or convenient for the exercise of Owner's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Owner to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Owner and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Owner shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Owner elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation. Owner's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Owner's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in **Exhibit 6.1** (the "Dedicated Lands"). City agrees and acknowledges that Owner's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Owner's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event

that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by such time, the Owner will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Owner shall pay the New Park Development Fee and the Neighborhood Green Fee after they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th as follows:

- (a) A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.
- (b) An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for the previous January. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 "mean" index and dividing by the January 2012 "mean" index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CRPD or City, as applicable, for the improvement of the lands that CRPD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee (or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City's agreement to the terms regarding the timing of development of all Parks

and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Owner to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition

Fee. Owner agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the "Park Renovation Fee"); provided that the Park Renovation Fee shall not be paid for any unit constructed on any parcel dedicated to the City pursuant to the Affordable Housing Plan. Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in Exhibit 6.3. This payment is made voluntarily by Owner. 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"), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Owner agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Owner challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Owner will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Owner will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Owner shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be

included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance

CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, (ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CRPD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services.

The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-

1. The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services).

Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Owner shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Owner's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Owner's Properties. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year FY 2013/2014 Police Maximum Services Special Tax shall be Four Hundred Seventy Dollars and Twenty Eight Cents (\$470.28) annually per residential dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Owner acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD;

provided Owner may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Owner agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Owner would constitute an event of default under this Agreement. In the event of such a default by Owner, then in addition to all other remedies available to City, Owner shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax after the Owner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs. In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

- (a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).
- (b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;
- (c) Water and Drainage Studies CFD or Assessment District;
- (d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD Fee") described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within the Specific Plan. Owner agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Owners the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the "Land Equalization Fee") described in the Finance Plan (and as particularly set forth in Appendix E thereto). Owner agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Owner also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner ("Grantline") of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on Exhibit 7.3.3 attached hereto ("Grantline Property") has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline's first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Owners under its Agreement with the other Participating Owners.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Owner shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Owner who installs frontage improvements located on the Property prior to Owner's development of the Property, in accordance with the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Owner shall be identified by Owner and approved by City in connection with City's approval of the Owner's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Owner shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage

improvements that Owner will construct, or will reimburse a Participating Owner for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, "Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements," for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Owner, City will enter into a reimbursement agreement with Owner to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Owner shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Owner to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program. Owner shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Owner to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations. As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Owner agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Owner and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Owner within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to

planned development in the City and County. The Owner agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Owner shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Owner to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Owner's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Owner's obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Owner shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Owner shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Owner shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Owner recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Owner chooses to seek permits which rely upon the SSHCP, Owner shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 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. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the

Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

11.2 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 Municipal Code. Any fees paid pursuant to this Agreement and spent by City prior to the date of cancellation shall be retained by City.

11.3 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 designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Owner 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: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 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.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Owner of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Owner's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Owner written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Owner must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Owner. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Owner is not in default under this Agreement by virtue of a failure by City to timely initiate review.

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

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Owner in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Owner may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Owner has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Owner may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Owner's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within thirty (30) days of the final decision of the City Council, or the Owner forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Owner agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Owner to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Owner, and that unless and until the Owner elects to develop any portion of the Property, the only obligations of the Owner hereunder shall be to dedicate public rights or way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. 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. After City as the Complaining Party provides notice of an Event of Default by Owner, if such Event of Default is not cured within thirty (30) days after the Owner's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

14.1.3. 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.

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

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

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

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 Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

19. Agreement Runs with the Land. Except as otherwise provided for in this Development Agreement, all of the provisions, rights, terms, covenants, and obligations

contained in this Agreement are 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 Development Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including but not limited to Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the Property, or with respect to any owned property: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) 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.

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Owner agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Owner, or any actions or inactions of Owner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Owner has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Owner is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Owner will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Owner nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Owner, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Owner
Attn:
Address
City, State, Zip
Fax:
E-mail:

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.

25. Assignment and Release. From and after recordation of this Agreement against the Property, Owner 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, provided that (i) Owner has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Owner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Owner) and City's receipt of the express written assignment by Owner, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Owner's interest in the Property related thereto, Owner shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Owner," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing

financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Owner in the performance of Owner's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Owner under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Owner hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development

Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted by the Council of the City on the _____ day of _____, 2013, and has caused this Agreement to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“OWNER”

By: _____

Name: ROBERT A. GILMARTIN

Date: _____

By: _____

Name: BARBARA A. GILMARTIN

Date: _____

By: _____

Name: ROBERT A. GILMARTIN, as Trustee of
The Heather C. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: BARBARA A. GILMARTIN, as Trustee of
The Heather C. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: ROBERT A. GILMARTIN, as Trustee of
The Shannon K. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

(Signatures continued next page)

By: _____

Name: BARBARA A. GILMARTIN, as Trustee
of The Shannon K. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The James Henry Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: NATHALIE TREVOR, as Trustee of
The James Henry Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The Michael Gregory Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: NATHALIE TREVOR, as Trustee of
The Michael Gregory Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The Amy Irene Trevor 2003 Irrevocable Trust
under agreement dated June 12, 2003

Date: _____

(Signatures continued next page)

By: _____

Name: NATHALIE TREVOR, as Trustee of
The Amy Irene Trevor 2003 Irrevocable Trust
under agreement dated June 12, 2003

Date: _____

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The William Randolph Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: NATHALIE TREVOR, as Trustee of
The William Randolph Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

2194272.6

APN: 067-0100-017-0000
067-0100-025-0000
067-0100-026-0000

EXHIBIT A-1

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

PARCEL ONE:

The West one-half of the Southeast one-quarter of Section 21, Township 8 North, Range 7 East, M.D.B. & M.

Excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein or thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of the same without entering said real property upon or above its surface as reserved in deed dated June 20, 1955, recorded July 6, 1955 in book 2869 of Official Records, page 494, executed by Natomas Company, a California corporation to Bargain Bill's Furniture Warehouse, Inc., a California corporation.

PARCEL TWO:

The North 80.00 acres of the Southwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at anytime hereafter situate therein, or thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of the same without entering said real property upon or above its surface as reserved in deed dated June 20, 1955, recorded July 6, 1955, in book 2869 of Official Records, Page 494, executed by Natomas Company, a California corporation, to Bargain Bills Furniture Warehouse Inc., a California corporation, as further described as Parcel 3 of that certain Certificate of Compliance recorded January 28, 1993 in Book 9301-28, Page 638, Official Records.

PARCEL THREE:

The Southwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom the North 80.00 acres of said Southwest one-quarter of Section 21.

Excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein, or thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of the same without entering said real property upon or above its surface as reserved in deed dated June 20, 1955, recorded July 6, 1955, in book 2869 of Official Records, Page 494,

APN: 067-0100-017-0000
067-0100-025-0000
067-0100-026-0000

(continued)

executed by Natomas Company, a California corporation, to Bargain Bills Furniture Warehouse Inc., a California corporation, as further described as Parcel 3 of that certain Certificate of Compliance recorded January 28, 1993 in Book 9301-28, Page 638, Official Records.

Apn: 067-0100-017-0000 (affects Parcel One)
067-0100-025-0000 (affects Parcel Two)
067-0100-026-0000 (affects Parcel Three)

NM

24474-00099\iManage\4414576.1

Exhibit A-2
Map of Property

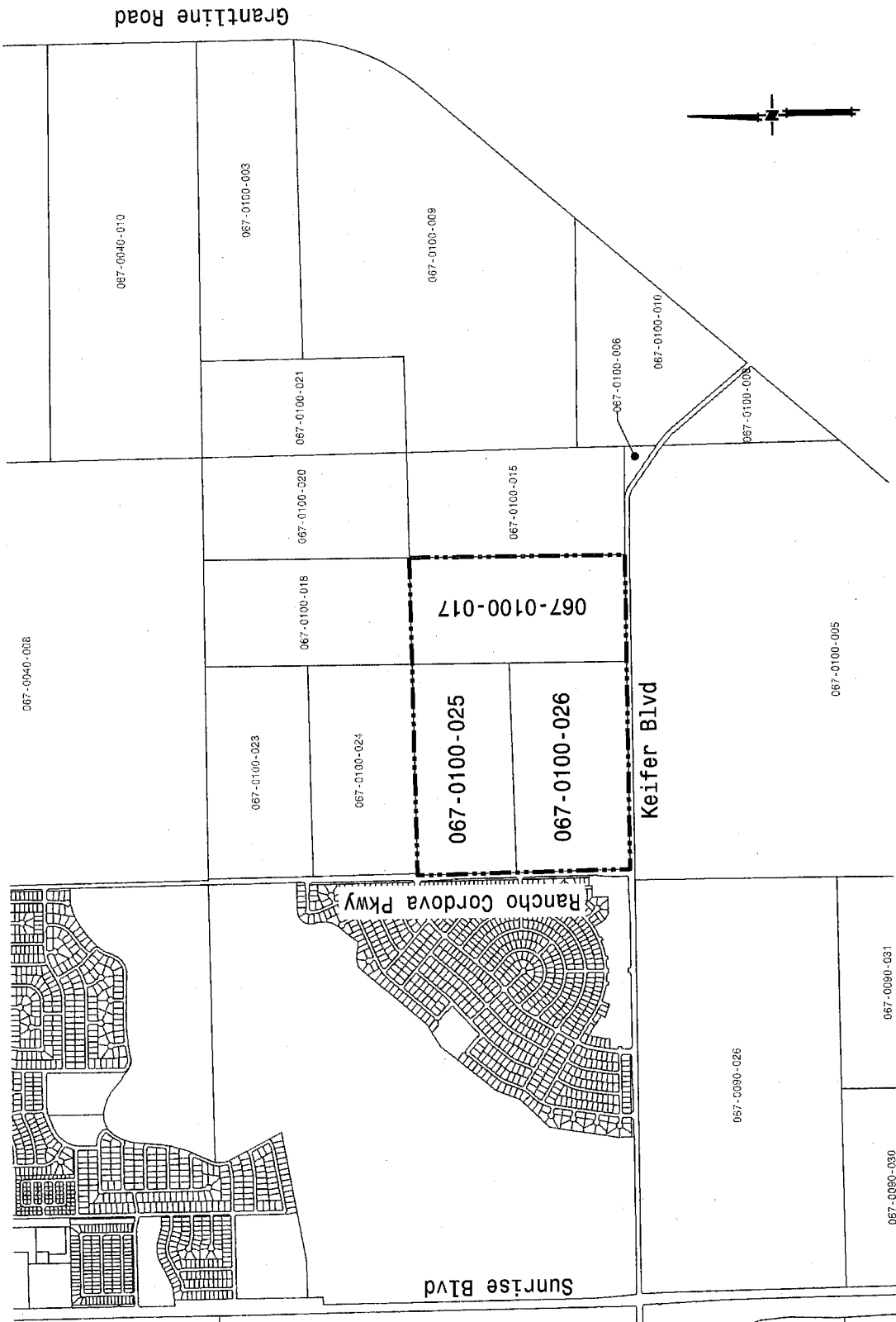


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

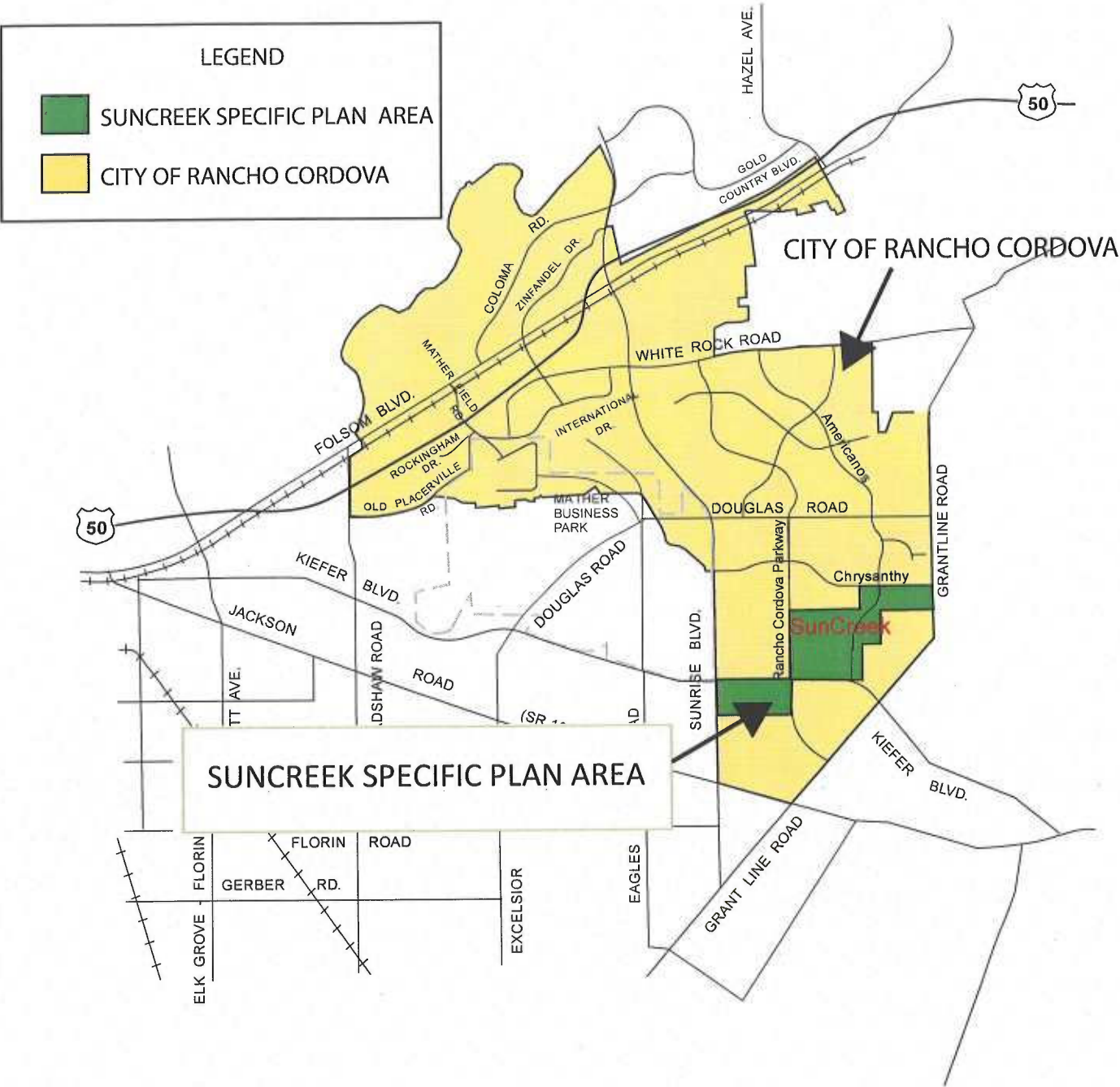


Exhibit 6.1

Map of Park and
Neighborhood Green Land Dedications

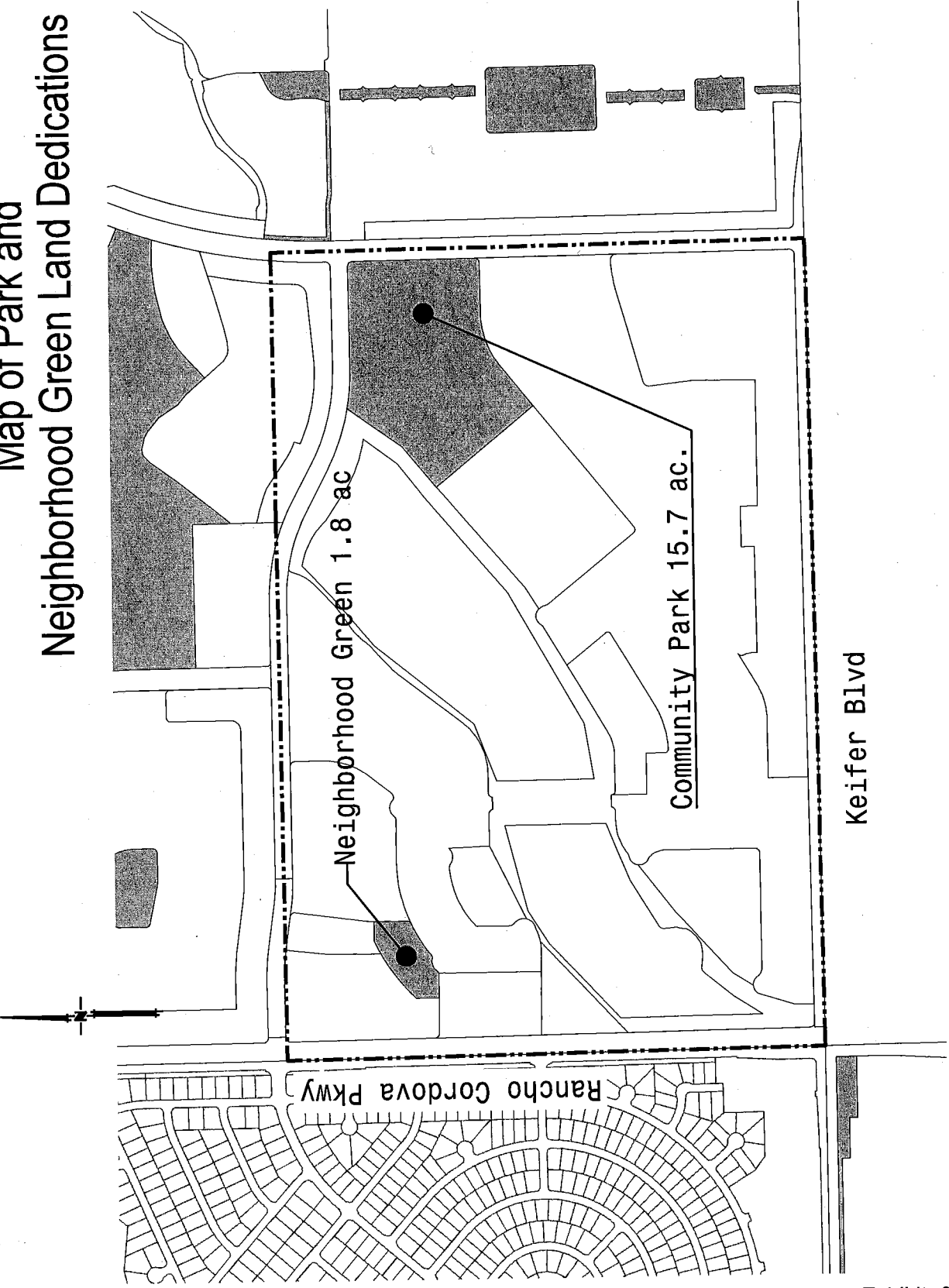


Exhibit 6.1

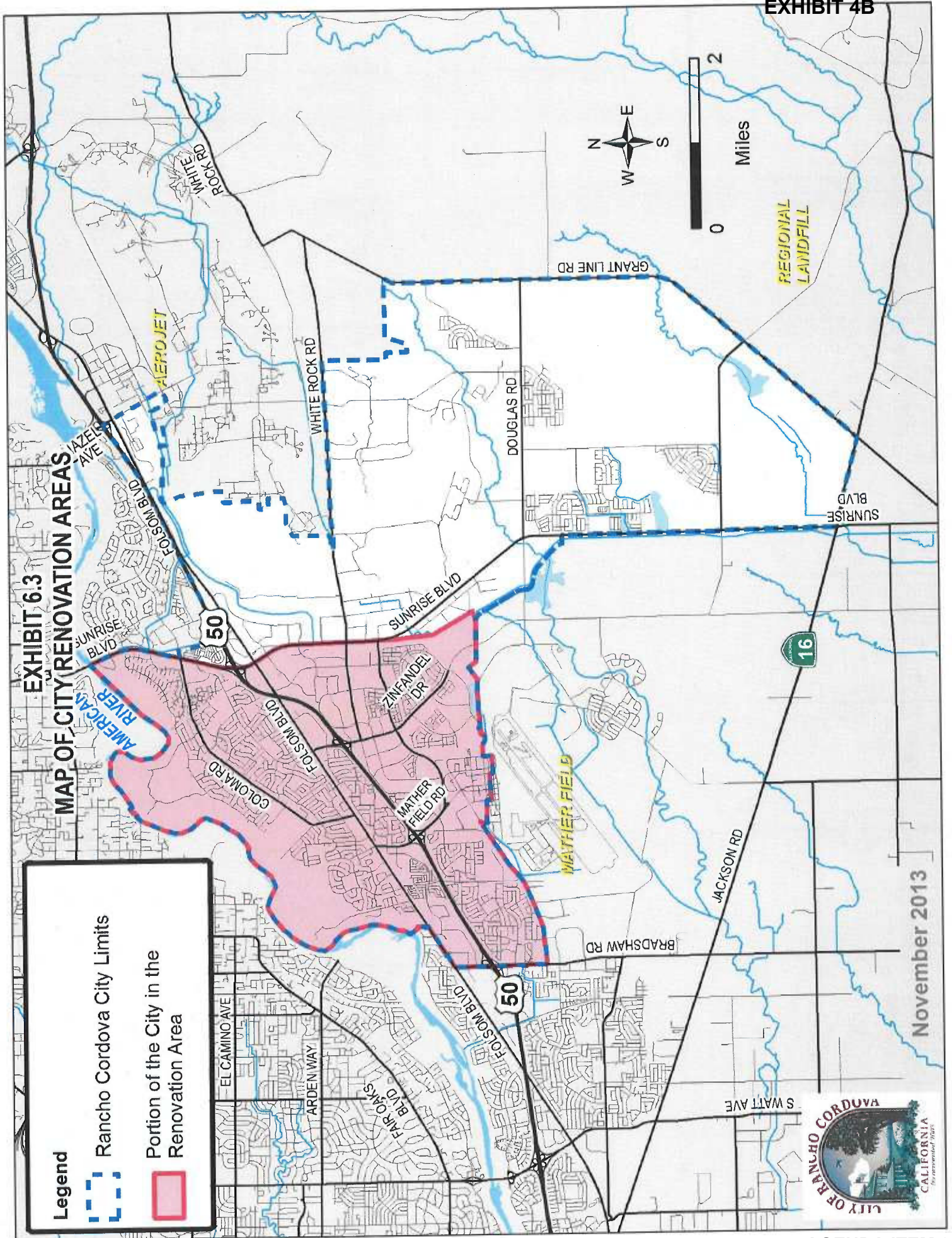


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ____ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201_, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor 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 _____, 201_, as Instrument No. 201_- _____.

Assignor 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").

Assignor desires to assign and Assignee desires to assume all 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, Assignor and Assignee hereby agree as follows:

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor 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, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Notice Address described in Section 20 of the Development Agreement 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.

ASSIGNOR:

ASSIGNEE:

a _____

a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3
Map Outlining
Grantline 220 Property

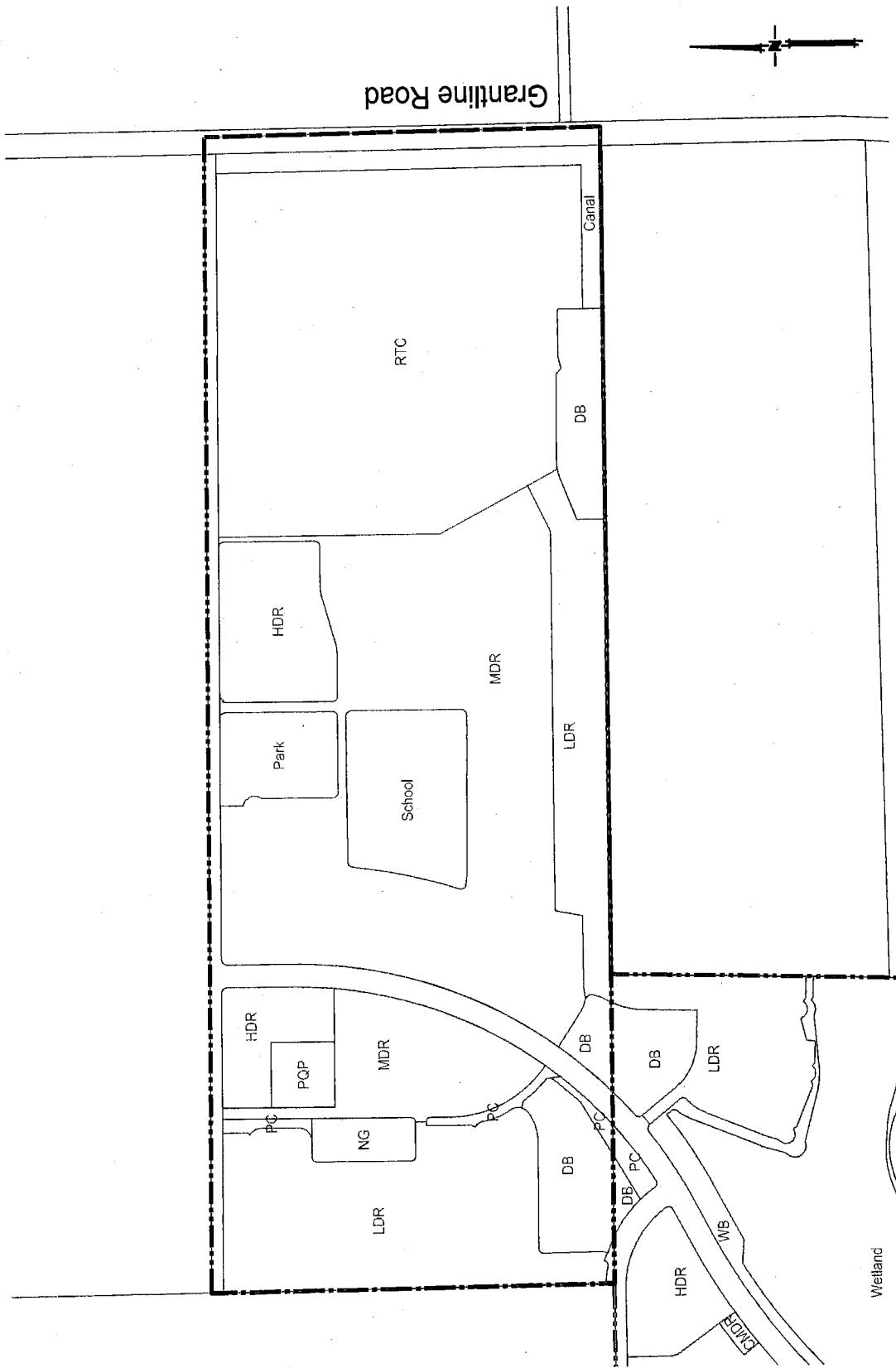


Exhibit 7.3.3

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

GRANTLINE & CHRYSANTHY 220 INVESTORS, LLC

RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and GRANTLINE & CHRYSANTHY 220 INVESTORS, LLC a California limited liability company ("Developer"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Developer owns in fee title that certain 220-acre portion of the SunCreek Specific Plan Area 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").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre SunCreek Specific Plan Area described in Exhibit B attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance _____- 2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. _____- 2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

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

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. _____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Developer. Pursuant to Resolution No. _____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

"Backbone Infrastructure" means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

"CCR Enforcement" means enforcement by Developer and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____, 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Developer agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Developer agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthy 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Grantline & Chrysanthy Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

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

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Developer is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any

final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Developer's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. 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 or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or federal Law. Modification Because of Conflict with State or federal Laws. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. 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, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted 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, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to 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, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and exactions required by City 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") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Developer to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Developer shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Developer elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

5.11 Effect of Resource Permits on Entitlements. Following approval of the Entitlements by the City, before issuance of building permits or any other construction to implement the Entitlements will be allowed, a number of federal and state resource permits will be required (together "Resource Permits"). The City and Developer share the desire for the Resource Permits to allow full development of the entire Project consistent with the Entitlements.

Developer and City, therefore, agree that they each will use good faith and diligent efforts to collaborate and coordinate in connection with Developer's processing of the Resource Permits by: (1) Developer providing the City with a draft of the Resource Permit application(s) (and related attachments) for the purpose of providing City with an opportunity to review and comment before they are formally submitted to the relevant resource agency(ies), and to the extent City intends to provide Developer with any such comments, City shall do so within two (2) weeks of receipt of the draft application(s); (2) Developer keeping the City reasonably informed regarding the status of all such application(s) and the relevant agencies' processing related thereto; (3) City being invited by Developer to participate in any meeting(s) with the relevant resource agency staff as well as any public hearing(s) on the matter, upon Developer's request, (4) City actively supporting Developer's application(s) so long as they are consistent with and fully implement the Project; and (5) Developer providing the City with a draft of the Resource Permits for the purpose of providing the City with an opportunity to review and comment, and to the extent City intends to provide Developer with any such comments, City shall do so within two (2) weeks of receipt thereof.

While full development of the entire Project consistent with the Entitlements is the goal of both the City and Developer, Developer understands that the proposed 58.4-acre Regional Town Center (RTC), in its current location, size and shape, is particularly important to the City and was an important factor in its approval of the Project.

City and Developer agree that, if as a result of the Resource Agencies' permitting process which reduces developable acreage of the RTC, Developer seeks to modify or reconfigure the RTC, City will allow Developer to proceed with development of the Project, without amending this Agreement or invalidating any rights it vests, provided that the footprint of the Regional Town Center is reduced to a size of no smaller than 53.4 acres (the "Minimum RTC Footprint"), and provided that the general boundaries of the RTC are kept in its current location. In the event any reduction of the RTC is required through the regulatory permitting process, fifty percent (50%) of the RTC area eliminated or reconfigured shall be restored by converting adjacent lands from their proposed use to RTC. For example, if the regulatory permitting process resulted in the proposed footprint of the RTC being reduced in size to 52.4 acres total (6 acres below the proposed RTC footprint), then Developer would agree to a City-sponsored change in the Entitlements to rezone 3 acres of surrounding land uses to Regional Town Center, which would result in a 55.4-acre Regional Town Center footprint.

If the regulatory permitting process reduces the RTC to less than the Minimum RTC Footprint, after accounting for the fifty percent offset of land converting to RTC described above, then Developer shall either (1) restore such additional reductions to the Minimum RTC Footprint by providing for additional RTC uses elsewhere on the Property on a one-for-one basis (such that, in no event, shall the acreage for the RTC be below the RTC Minimum) or, (2) shall request that the City amend this Development Agreement and associated entitlements for the Grantline 220 project. Approval of such amendments would be at the sole discretion of the City. Notwithstanding the foregoing, in no case shall the provisions set forth in this Section 5.11 result in a decrease in the total number of Dwelling Units (879 Units) for which Developer has vested rights to develop in accordance with the terms and conditions of this Agreement.

The Parties acknowledge that the offset requirements set forth in this Section 5.11 are intended to facilitate development of a sufficient amount of contiguous acreage for RTC uses as contemplated in the Specific Plan; provided that the Parties further acknowledge that considerable planning has occurred with respect to the Specific Plan, the Grantline 220 project and the respective land use configurations and proposed uses currently reflected therein. Accordingly, to the maximum extent feasible under applicable law, City agrees to work diligently and in good faith with Developer to promptly process and consider any modifications to the Entitlements necessary to implement this Section.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation.

Developer's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Developer's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in **Exhibit 6.1** (the "Dedicated Lands"). City agrees and acknowledges that Developer's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Developer's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by such time, the Developer will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Developer shall pay the New Park Development Fee and the Neighborhood Green Fee after they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th as follows:

- (a) A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.
- (b) An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for the previous January. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 "mean" index and dividing by the January 2012 "mean" index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CPRD or City, as applicable, for the improvement of the lands that CPRD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee

(or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City's agreement to the terms regarding the timing of development of all Parks and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Developer to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition

Fee. Developer agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the "Park Renovation Fee"); provided that the Park Renovation Fee shall not be paid for any unit constructed on any parcel dedicated to the City pursuant to the Affordable Housing Plan. Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in **Exhibit 6.3**. This payment is made voluntarily by 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"), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Developer challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, (ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CPRD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services. The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-1. The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services). Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Developer's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Developer's Properties. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year FY 2013/2014 Police Maximum Services Special Tax shall be Four Hundred Seventy Dollars and Twenty Eight Cents (\$470.28) annually per residential dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special

Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Developer may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Developer agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Developer would constitute an event of default under this Agreement. In the event of such a default by Developer, then in addition to all other remedies available to City, Developer shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs. In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

- (a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).
- (b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;
- (c) Water and Drainage Studies CFD or Assessment District;
- (d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the

Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD Fee") described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within the Specific Plan. Developer agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Developers the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the "Land Equalization Fee") described in the Finance Plan (and as particularly set forth in Appendix E thereto). Developer agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Developer also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner ("Grantline") of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on Exhibit 7.3.3 attached hereto ("Grantline Property") has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline's first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Developers under its Agreement with the other Participating Developers.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Developer shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Developer who installs frontage improvements located on the Property prior to Developer's development of the Property, in accordance with

the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Developer shall be identified by Developer and approved by City in connection with City's approval of the Developer's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Developer shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage improvements that Developer will construct, or will reimburse a Participating Developer for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, "Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements," for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Developer, City will enter into a reimbursement agreement with Developer to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Developer shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Developer to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program. Developer shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Developer to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations.

As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Developer agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Developer within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. The Developer agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Developer shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Developer to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Developer's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Developer's obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Developer shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Developer recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Developer chooses to seek permits which rely upon the SSHCP, Developer shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 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. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

11.2 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 Municipal Code. Any fees paid pursuant to this Agreement and spent by City prior to the date of cancellation shall be retained by City.

11.3 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 designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer 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: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 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.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Developer's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

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

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within thirty (30) days of the final decision of the City Council, or the Developer forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Developer, and that unless and until the Developer elects to develop any portion of the Property, the only obligations of the Developer hereunder shall be to dedicate public rights of way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. 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. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

14.1.3. 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.

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

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

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

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 Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

19. Agreement Runs with the Land. Except as otherwise provided for in this Development Agreement, all of the provisions, rights, terms, covenants, and obligations

contained in this Agreement are 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 Development Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including but not limited to Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the Property, or with respect to any owned property: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) 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.

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Developer is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the

other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address
City, State, Zip
Fax:
E-mail:

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.

25. Assignment and Release. From and after recordation of this Agreement against the Property, Developer 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, provided that (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Developer) and City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days

of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of __ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted by the Council of the City on the ____ day of _____, 2013, and has caused this Agreement to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

GRANTLINE & CHRYSANTHY 220
INVESTORS, LLC
a California limited liability company

By: Valley Land Company, a California
corporation

Its: Managing Member

Name: Angelo Christie, Vice President

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

2194025.6

EXHIBIT A-1

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

The Southerly 110 rods of Section 15, Township 8 North, Range 7 East, Mount Diablo Base and Meridian.

Excepting Therefrom the Easterly 40 feet.

Further Excepting Therefrom all oil, gas and other hydrocarbon substances, inert gases, minerals and metals, lying below a depth of 500 feet from the surface of said land and real property, whether now known to exist or hereafter discovered, including but not limited to the rights to explore for, develop, and remove such oil, gas, and other hydrocarbon substances, inert gases, minerals, and metals, without, however, any right to use the surface of such land and real property or any other portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever, as conveyed in Grant Deed recorded March 31, 1987, in Book 870331, Page 1126, Official Records.

Apn: 067-0040-010

Exhibit A-2
Map of Property

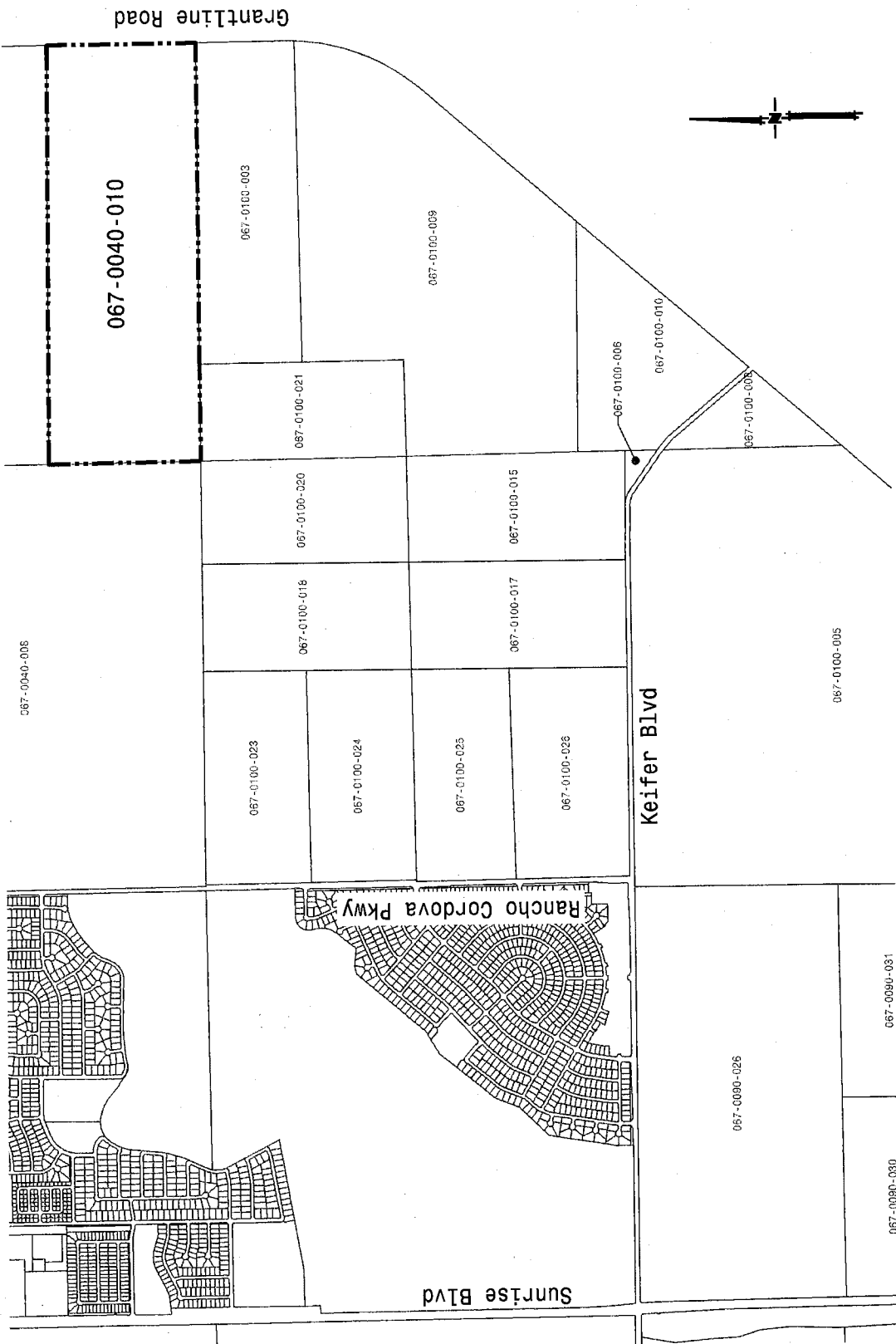


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

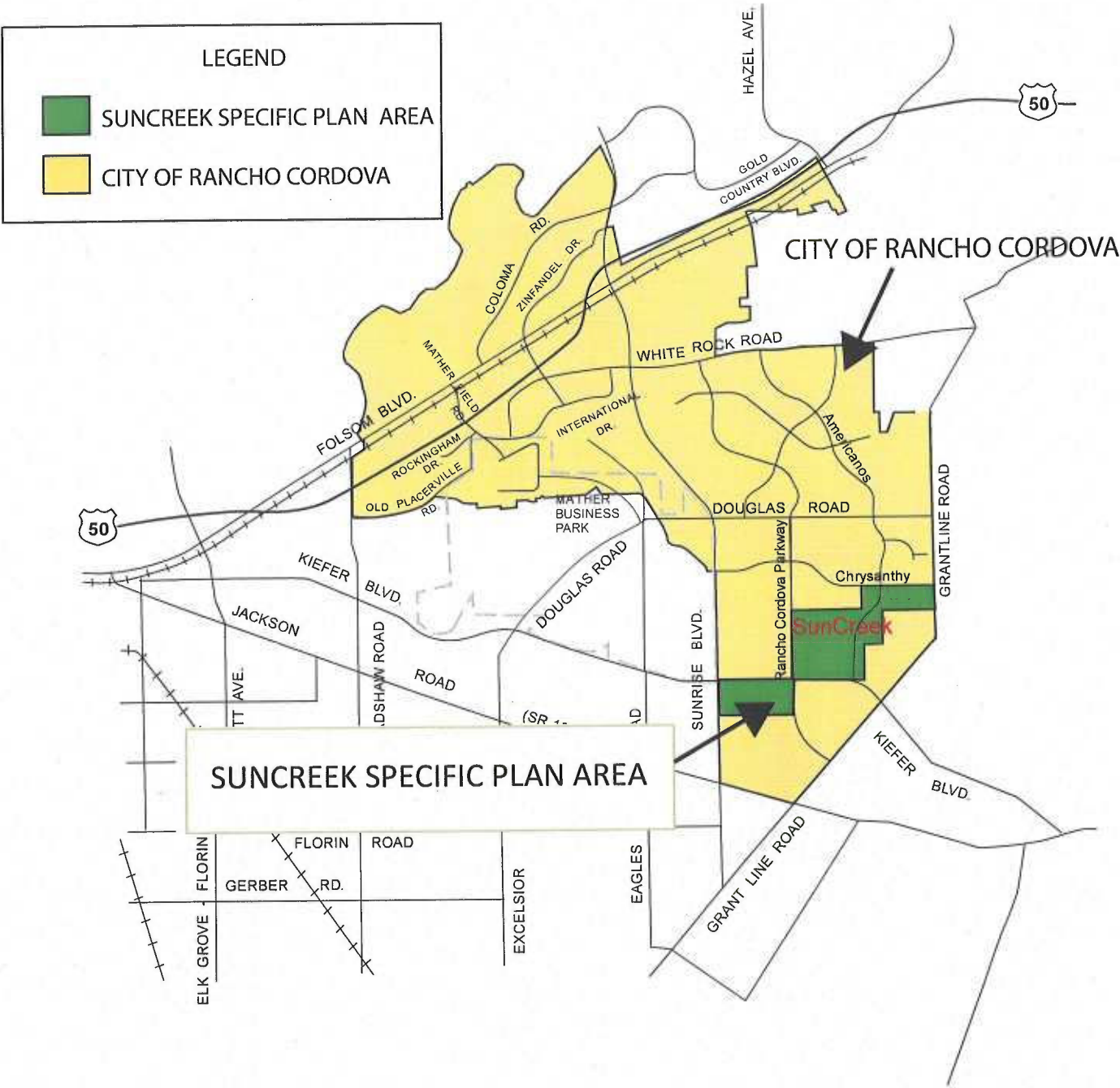


Exhibit 6.1

Map of Park and
Neighborhood Green Land Dedications

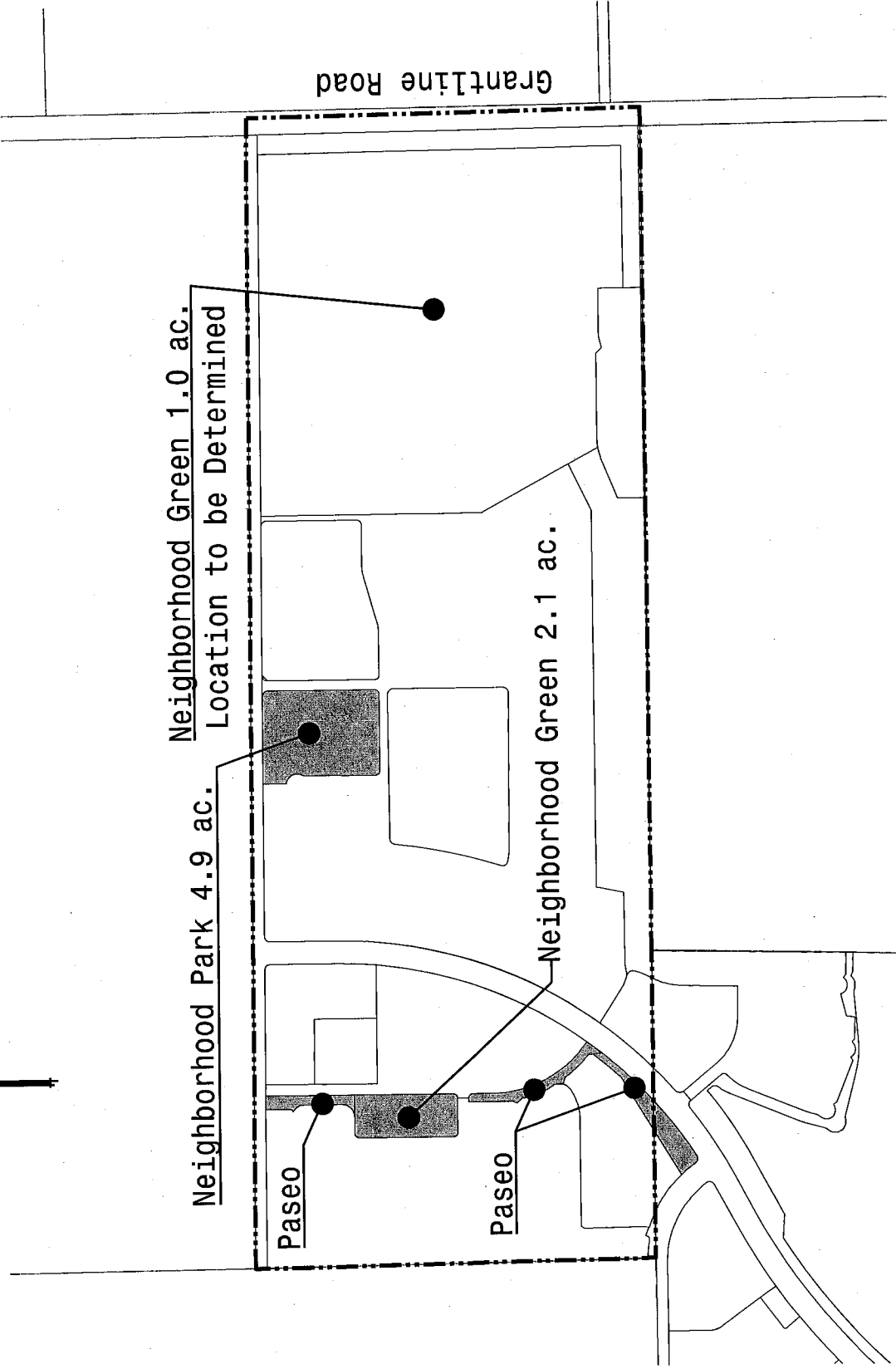


Exhibit 6.1

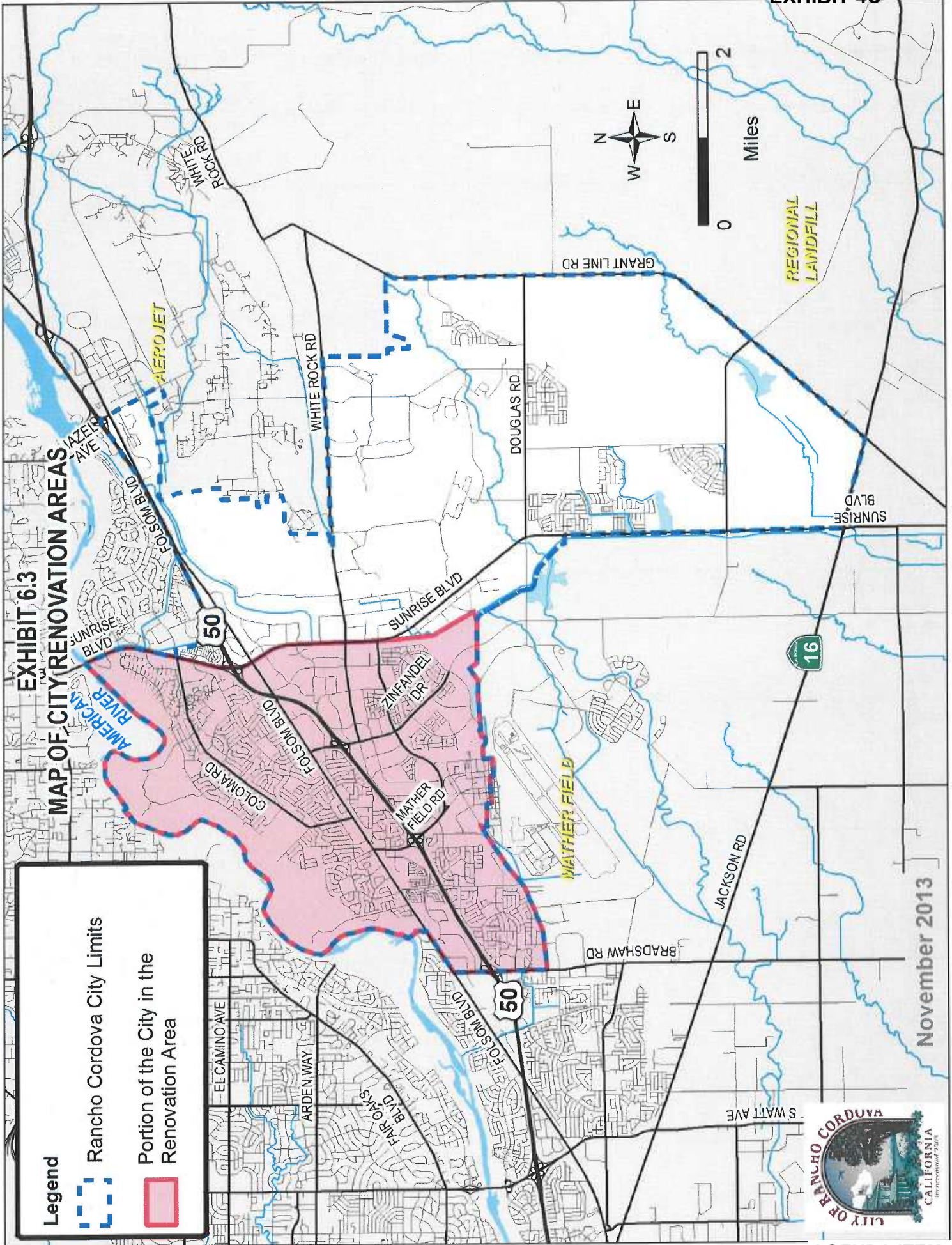


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ____ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201_, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor 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 _____, 201_, as Instrument No. 201_- _____.

Assignor 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").

Assignor desires to assign and Assignee desires to assume all 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, Assignor and Assignee hereby agree as follows:

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor 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, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Notice Address described in Section 20 of the Development Agreement 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.

ASSIGNOR:

ASSIGNEE:

_____,
a _____

_____,
a _____

By:

By:

 Print Name: _____

 Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

 By: _____
 Title: _____

Exhibit 7.3.3
Map Outlining
Grantline 220 Property

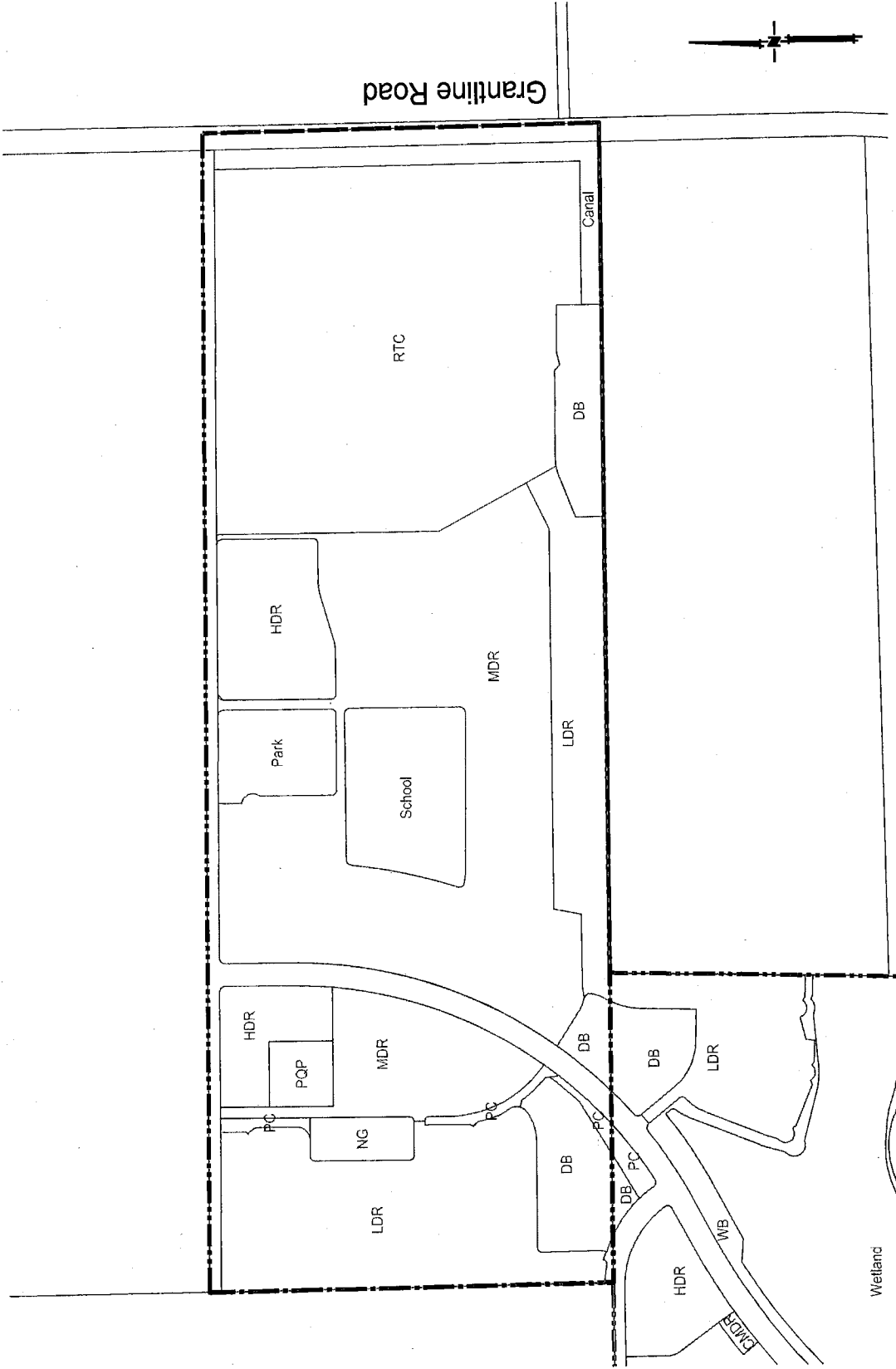


Exhibit 7.3.3

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND
LENNAR SIERRA SUNRISE, LLC
RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and LENNAR SIERRA SUNRISE, LLC, a California limited liability company ("Developer"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Developer owns in fee title that certain ____-acre portion of the SunCreek Specific Plan Area 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").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre SunCreek Specific Plan Area described in Exhibit B attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance _____- 2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. _____- 2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

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

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. ____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Developer. Pursuant to Resolution No. ____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

"Backbone Infrastructure" means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

"CCR Enforcement" means enforcement by Developer and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____ 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Developer agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Developer agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthi 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Lennar Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

“Subsequent Entitlements” mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the

Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Developer is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Developer's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. 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 or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or federal Law. Modification Because of Conflict with State or federal Laws. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the

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

5.5 Vested Rights Exclude Building and Fire Codes. 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, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted 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, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to 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, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and exactions required by City 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") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Developer to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Developer shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Developer elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation. Developer's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Developer's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in **Exhibit 6.1** (the "Dedicated Lands"). City agrees and acknowledges that Developer's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Developer's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by such time, the Developer will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Developer shall pay the New Park Development Fee and the Neighborhood Green Fee after they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th as follows:

- (a) A “mean” index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.
- (b) An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (a) of this section by the “mean” index for the previous January. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 “mean” index and dividing by the January 2012 “mean” index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CRPD or City, as applicable, for the improvement of the lands that CRPD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee (or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City’s agreement to the terms regarding the timing of development of all Parks and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Developer to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition Fee. Developer agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the “Park Renovation Fee”); provided that the Park Renovation Fee shall not be

paid for any unit constructed on any parcel dedicated to the City pursuant to the Affordable Housing Plan. Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in **Exhibit 6.3**. This payment is made voluntarily by 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"), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Developer challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations,

(ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CRPD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services. The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-1. The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services). Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Developer's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Developer's Properties. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year FY 2013/2014 Police Maximum Services Special Tax shall be Four Hundred Seventy Dollars and Twenty Eight Cents (\$470.28) annually per residential dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Developer may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Developer agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Developer would constitute an event of default under this Agreement. In the event of such a default by Developer, then in addition to all other remedies available to City, Developer shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special

Tax after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs. In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

- (a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).
- (b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;
- (c) Water and Drainage Studies CFD or Assessment District;
- (d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD Fee") described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within

the Specific Plan. Developer agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Developers the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the "Land Equalization Fee") described in the Finance Plan (and as particularly set forth in Appendix E thereto). Developer agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Developer also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner ("Grantline") of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on Exhibit 7.3.3 attached hereto ("Grantline Property") has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline's first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Developers under its Agreement with the other Participating Developers.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Developer shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Developer who installs frontage improvements located on the Property prior to Developer's development of the Property, in accordance with the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Developer shall be identified by Developer and approved by City in connection with City's approval of the Developer's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Developer shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage improvements that Developer will construct, or will reimburse a Participating Developer for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, "Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements," for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Developer, City will enter into a reimbursement agreement with Developer to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Developer shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Developer to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program.

Developer shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Developer to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations.

As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Developer agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Developer within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. The Developer agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Developer shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Developer to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Developer's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Developer's obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Developer shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Developer recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Developer chooses to seek permits which rely upon the SSHCP, Developer shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 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. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

11.2 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 Municipal Code. Any fees paid pursuant to this Agreement and spent by City prior to the date of cancellation shall be retained by City.

11.3 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 designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and

conveyance of such improved residential lot by Developer 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: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 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.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Developer's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in

connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

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

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within thirty (30) days of the final decision of the City Council, or the Developer forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Developer, and that unless and until the Developer elects to develop any portion of the Property, the only obligations of the Developer hereunder shall be to dedicate public rights of way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement,

a Party claiming another Party is in default shall be referred to as the “Complaining Party,” and the Party alleged to be in default shall be referred to as the “Party in Default.” Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. 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. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer’s receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default’s receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

14.1.3. 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.

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City’s regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may

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

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

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

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 Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

19. Agreement Runs with the Land. Except as otherwise provided for in this Development Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement are 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 Development Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including but not limited to Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the Property, or with respect to any owned property: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) 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.

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Developer is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
 Planning Director
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Fax:
 E-mail:

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

Developer
 Attn:
 Address
 City, State, Zip
 Fax:
 E-mail:

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.

25. Assignment and Release. From and after recordation of this Agreement against the Property, Developer 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, provided that (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Developer) and City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted

by the Council of the City on the ____ day of _____, 2013, and has caused this Agreement to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

LENNAR SIERRA SUNRISE, LLC
a California limited liability company

By: Lennar Sunrise, LLC,
a California limited liability company
Its: Managing Member

By: Lennar Renaissance, Inc.,
a California corporation
Its: Managing Member

By: _____
Name: Larry Gualco, Vice President

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

1994310.44

EXHIBIT A-1**Legal Description**

All that certain real property situated, lying and being in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

PARCEL ONE:

THE EAST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.

APN: 067-0100-015-0000

PARCEL TWO:

THE EAST ONE-HALF OF THE NORTHEAST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL MINERALS LOCATED 100 FEET OR MORE BELOW THE SURFACE OF SAID PROPERTY AND THE RIGHT TO TAKE AWAY AND DISPOSE OF THE SAME, BUT WITHOUT ENTERING SAID REAL PROPERTY UPON OR ABOVE ITS SURFACE; AS RESERVED IN THE DEED FROM NATOMAS COMPANY, A CALIFORNIA CORPORATION, TO BARGAIN BILL'S FURNITURE WAREHOUSE, INC., A CORPORATION, DATED JUNE 20, 1955, RECORDED JULY 6, 1955, IN BOOK 2869 OF OFFICIAL RECORDS, PAGE 494.

APN: 067-0100-020-0000

PARCEL THREE:

THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, LOCATED 100 FEET OR MORE BELOW THE SURFACE OF SAID PROPERTY AND THE RIGHT TO TAKE AWAY AND DISPOSE OF THE SAME, BUT WITHOUT ENTERING SAID REAL PROPERTY UPON OR ABOVE ITS SURFACE AS RESERVED IN DEED DATED JUNE 20, 1955, RECORDED JULY 6, 1955 IN BOOK 2869 OF OFFICIAL RECORDS, PAGE 494, EXECUTED BY NATOMAS COMPANY, A CALIFORNIA CORPORATION, TO BARGAIN BILL'S FURNITURE WAREHOUSE, INC., A CORPORATION.

APN: 067-0100-021-0000

Exhibit A-2
Map of Property

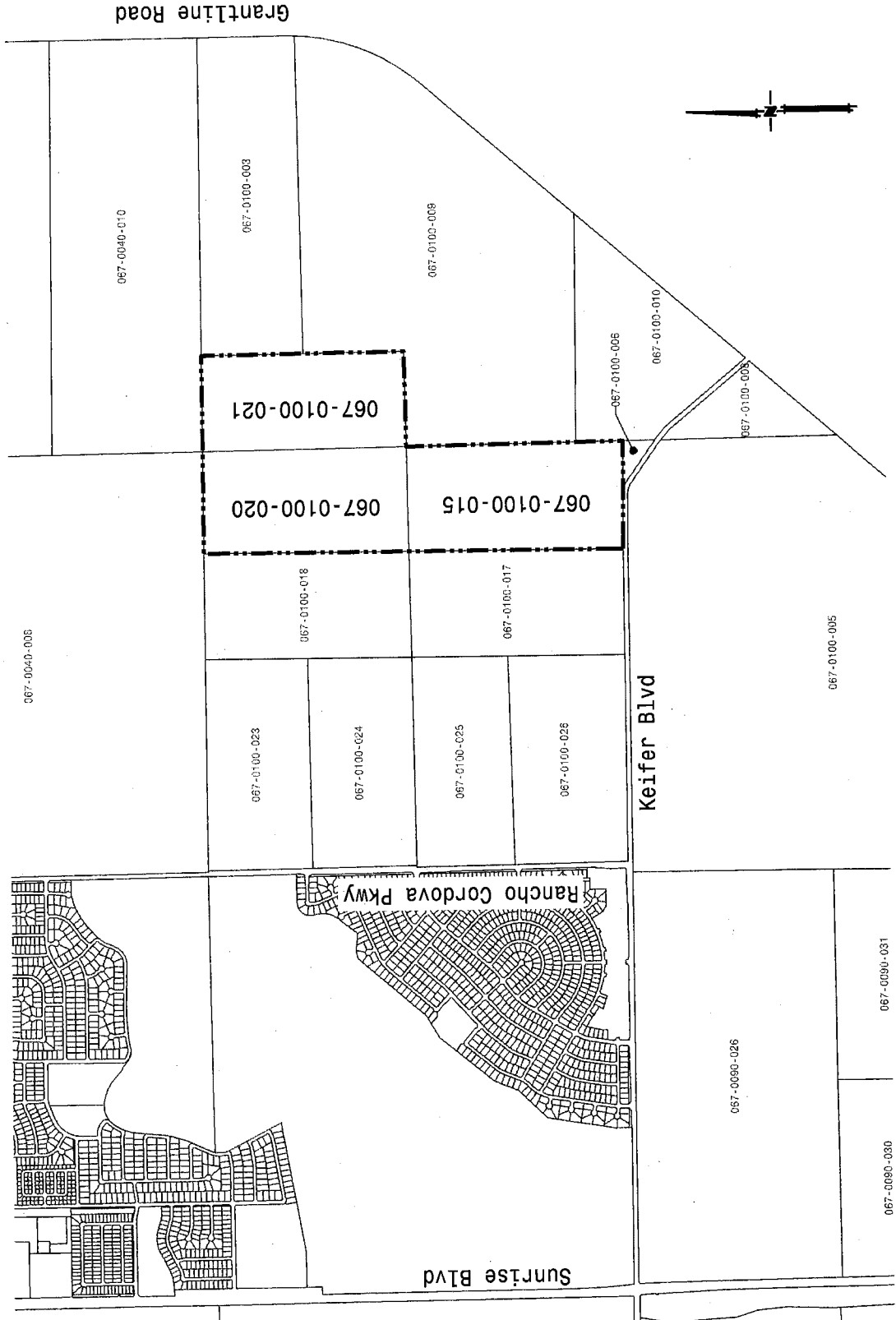


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

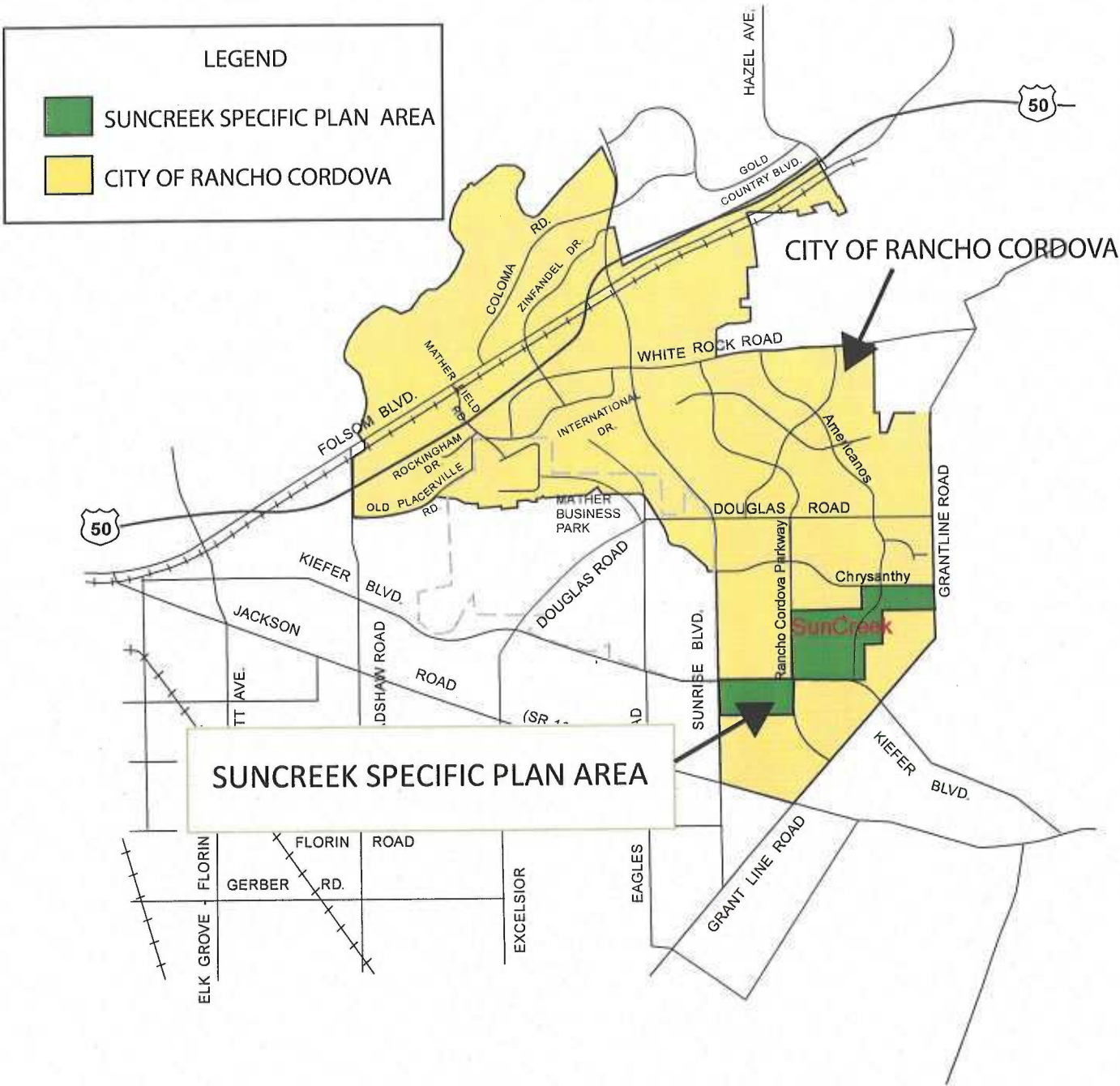


Exhibit 6.1

Map of Park and Neighborhood Green Land Dedications

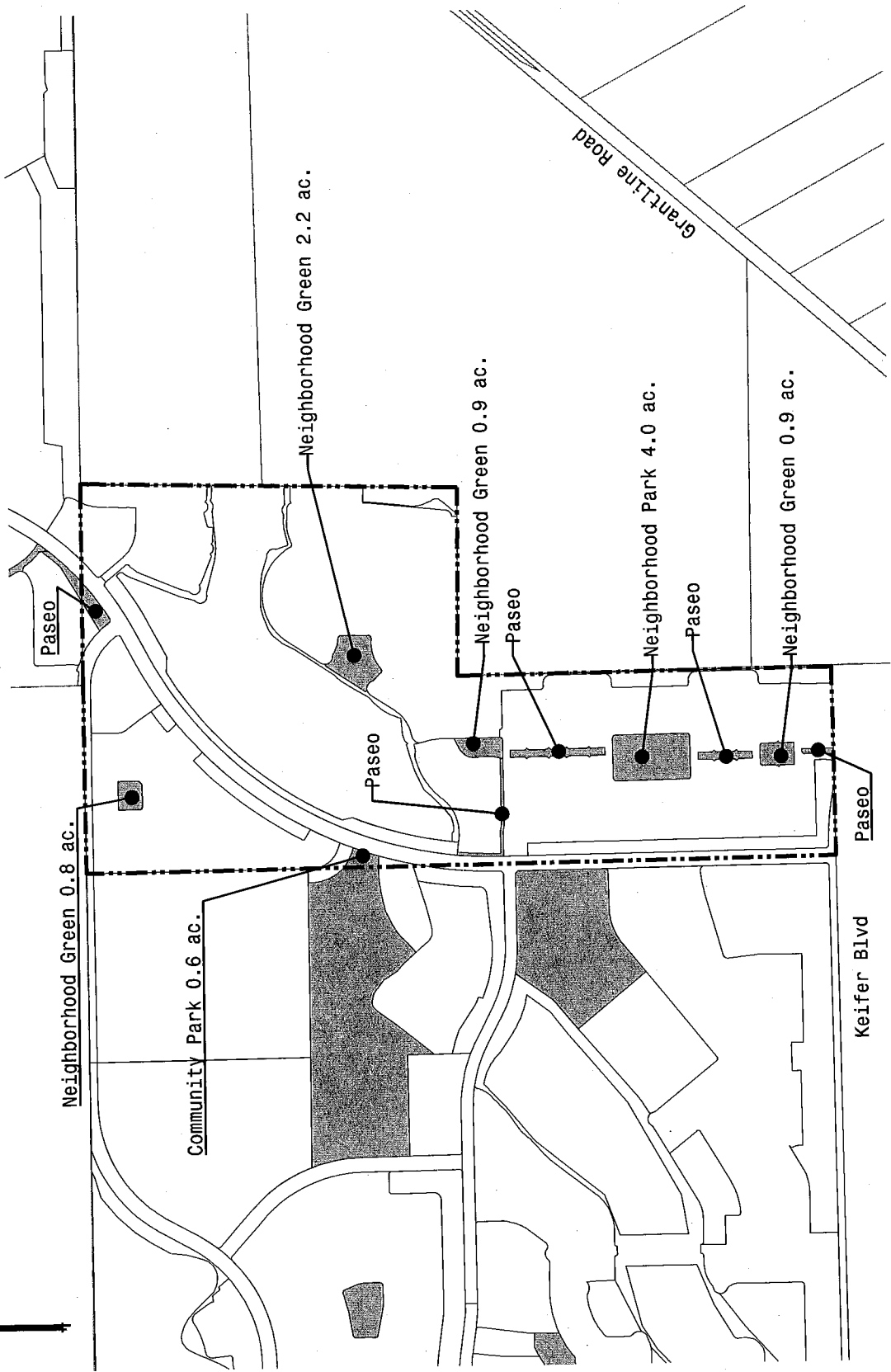


Exhibit 6.1

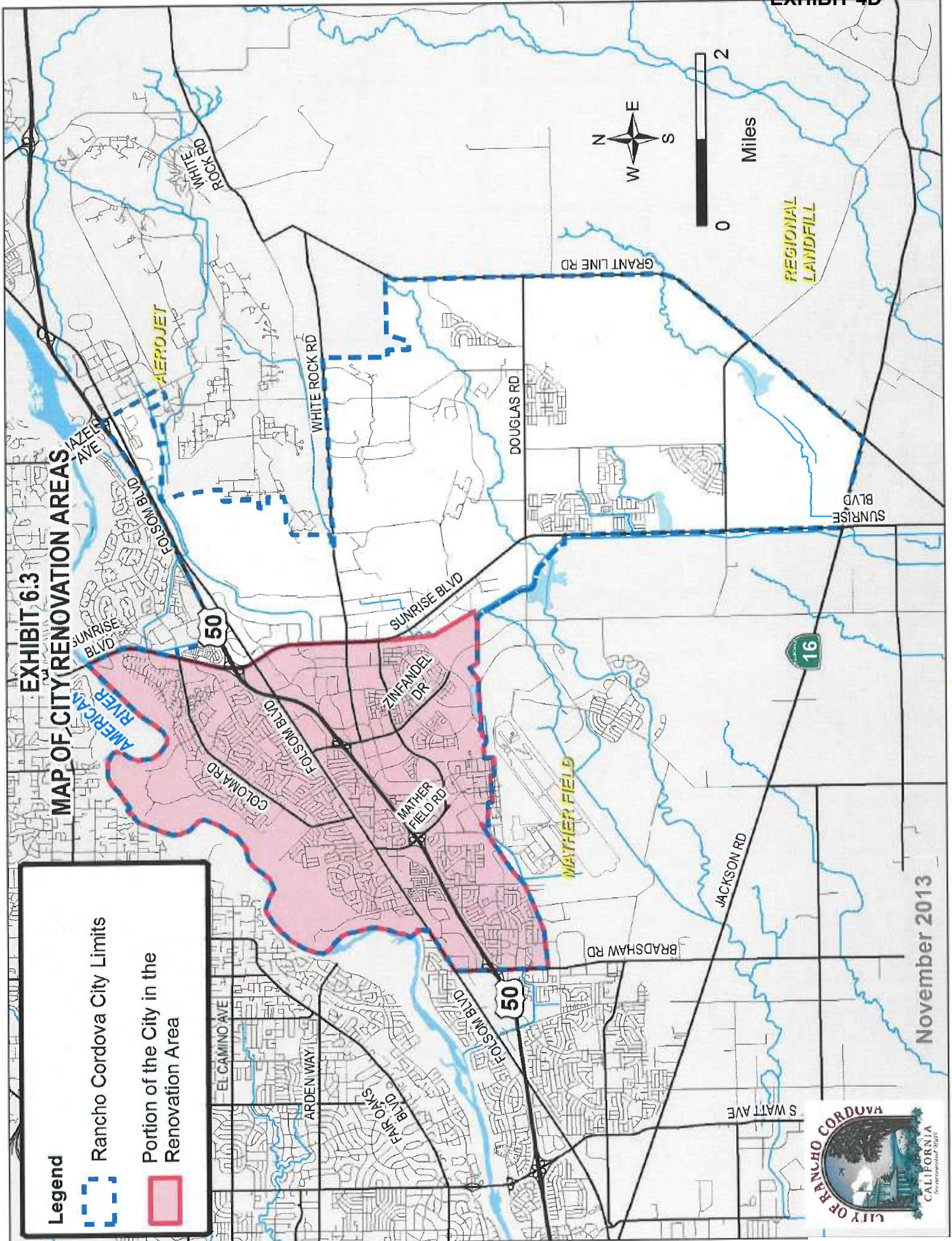


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ___ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201_, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor 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 _____, 201_, as Instrument No. 201_- _____.

Assignor 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").

Assignor desires to assign and Assignee desires to assume all 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, Assignor and Assignee hereby agree as follows:

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor 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, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Notice Address described in Section 20 of the Development Agreement 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.

ASSIGNOR:

ASSIGNEE:

a _____

a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3

Map Outlining

Grantline 220 Property

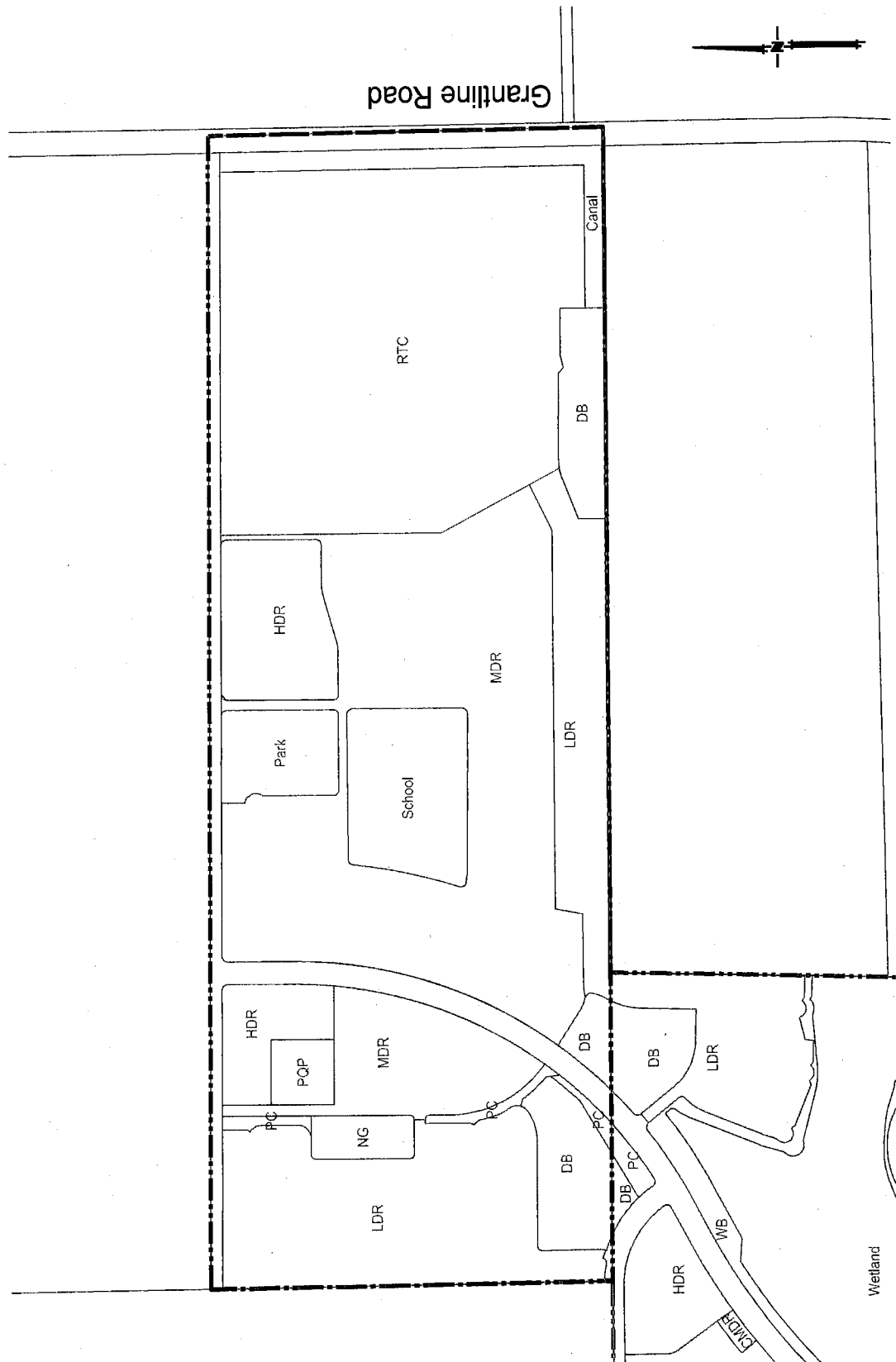


Exhibit 7.3.3

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

SHALAKO INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP

RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and SHALAKO INVESTORS, a California limited partnership ("Developer"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Developer owns in fee title that certain 321-acre portion of the SunCreek Specific Plan Area 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").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre SunCreek Specific Plan Area described in Exhibit B attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance _____- 2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. _____- 2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

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

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. ____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Developer. Pursuant to Resolution No. ____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

"Backbone Infrastructure" means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

"CCR Enforcement" means enforcement by Developer and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____ 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Developer agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Developer agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthi 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Shalako Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

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

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Developer is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any

final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Developer's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. 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 or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or federal Law. Modification Because of Conflict with State or federal Laws. This Agreement shall not preclude the

application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. 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, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted 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, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to 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, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and exactions required by City 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") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Developer to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Developer shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Developer elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation. Developer's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Developer's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in Exhibit 6.1 (the "Dedicated Lands"). City agrees and acknowledges that Developer's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Developer's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by such time, the Developer will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Developer shall pay the New Park Development Fee and the Neighborhood Green Fee after

they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th as follows:

- (a) A “mean” index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.
- (b) An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (a) of this section by the “mean” index for the previous January. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 “mean” index and dividing by the January 2012 “mean” index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CRPD or City, as applicable, for the improvement of the lands that CRPD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee (or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City’s agreement to the terms regarding the timing of development of all Parks and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Developer to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition

Fee. Developer agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the “Park Renovation Fee”); provided that the Park Renovation Fee shall not be paid for any unit constructed on any parcel dedicated to the City pursuant to the Affordable Housing Plan. Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in Exhibit 6.3. This payment is made voluntarily by 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”), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Developer challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance

CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, (ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CRPD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services.

The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-

1. The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services).

Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Developer's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Developer's Properties. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year FY 2013/2014 Police Maximum Services Special Tax shall be Four Hundred Seventy Dollars and Twenty Eight Cents (\$470.28) annually per residential dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Developer may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Developer agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Developer would constitute an event of default under this Agreement. In the event of such a default by

Developer, then in addition to all other remedies available to City, Developer shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs. In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

- (a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).
- (b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;
- (c) Water and Drainage Studies CFD or Assessment District;
- (d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD

Fee”) described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within the Specific Plan. Developer agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Developers the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the “Land Equalization Fee”) described in the Finance Plan (and as particularly set forth in Appendix E thereto). Developer agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Developer also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner (“Grantline”) of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on Exhibit 7.3.3 attached hereto (“Grantline Property”) has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline’s first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Developers under its Agreement with the other Participating Developers.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Developer shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Developer who installs frontage improvements located on the Property prior to Developer’s development of the Property, in accordance with the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Developer shall be identified by Developer and approved by City in connection with City’s approval of the Developer’s Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Developer shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage improvements that Developer will construct, or will reimburse a Participating Developer for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, “Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements,” for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Developer, City will enter into a reimbursement agreement with Developer to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Developer shall be entitled to fee credits and/or fee reimbursements for the costs to

be incurred by Developer to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program.

Developer shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Developer to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations.

As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Developer agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Developer within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. The Developer agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Developer shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Developer to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Developer's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Developer's

obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Developer shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Developer recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Developer chooses to seek permits which rely upon the SSHCP, Developer shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 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. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

11.2 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 Municipal Code. Any fees paid pursuant to this Agreement and spent by City prior to the date of cancellation shall be retained by City.

11.3 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 designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer 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: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 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.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Developer's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

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

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within thirty (30) days of the final decision of the City Council, or the Developer forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Developer, and that unless and until the Developer elects to develop any portion of the Property, the only obligations of the Developer hereunder shall be to dedicate public rights of way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. 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. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

14.1.3. 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.

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the

remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

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

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

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 Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

19. Agreement Runs with the Land. Except as otherwise provided for in this Development Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement are 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 Development Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including but not limited to Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the Property, or with respect to any owned property: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) 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.

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Developer is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code

section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
 Planning Director
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Fax:
 E-mail:

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

Developer
 Attn:
 Address
 City, State, Zip
 Fax:
 E-mail:

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.

25. Assignment and Release. From and after recordation of this Agreement against the Property, Developer 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, provided that (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Developer) and City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted

by the Council of the City on the ____ day of _____, 2013, and has caused this Agreement to be executed.

“CITY”

“DEVELOPER”

CITY OF RANCHO CORDOVA,
a municipal corporation

SHALAKO INVESTORS,
A CALIFORNIA limited partnership

By: _____

Name: Ted A. Gaebler

Its: City Manager

By: William M. Campbell, III

Date: _____

Its: General Partner

By: William Ramey Osborne

Its: General Partner

By: Stephen Tofft

Its: General Partner

By: Ronald J. Parr

Its: General Partner

By: Frank R. Catalano

Its: General Partner

By: John C. Walker

Its: General Partner

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

2194018.6

EXHIBIT A-1**Legal Description**

All that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California, being a portion of Section 29, Township 8 North, Range 7 East, M.D.M., more particularly described as follows:

THE NORTH ONE-HALF OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M., AS DESCRIBED IN A CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 860108, PAGE 933, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

APN: 067-0090-026

Exhibit A-2
Map of Property

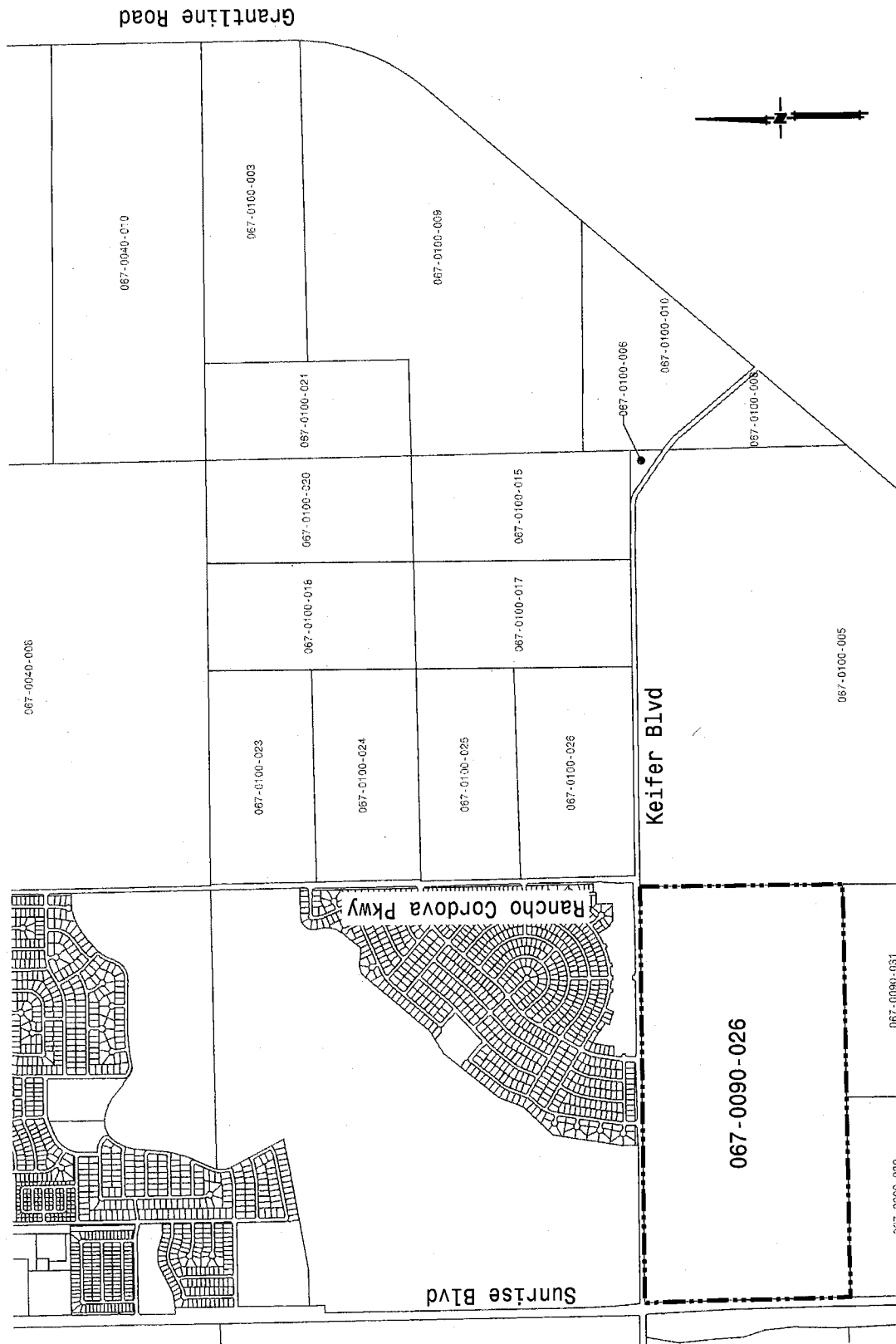


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

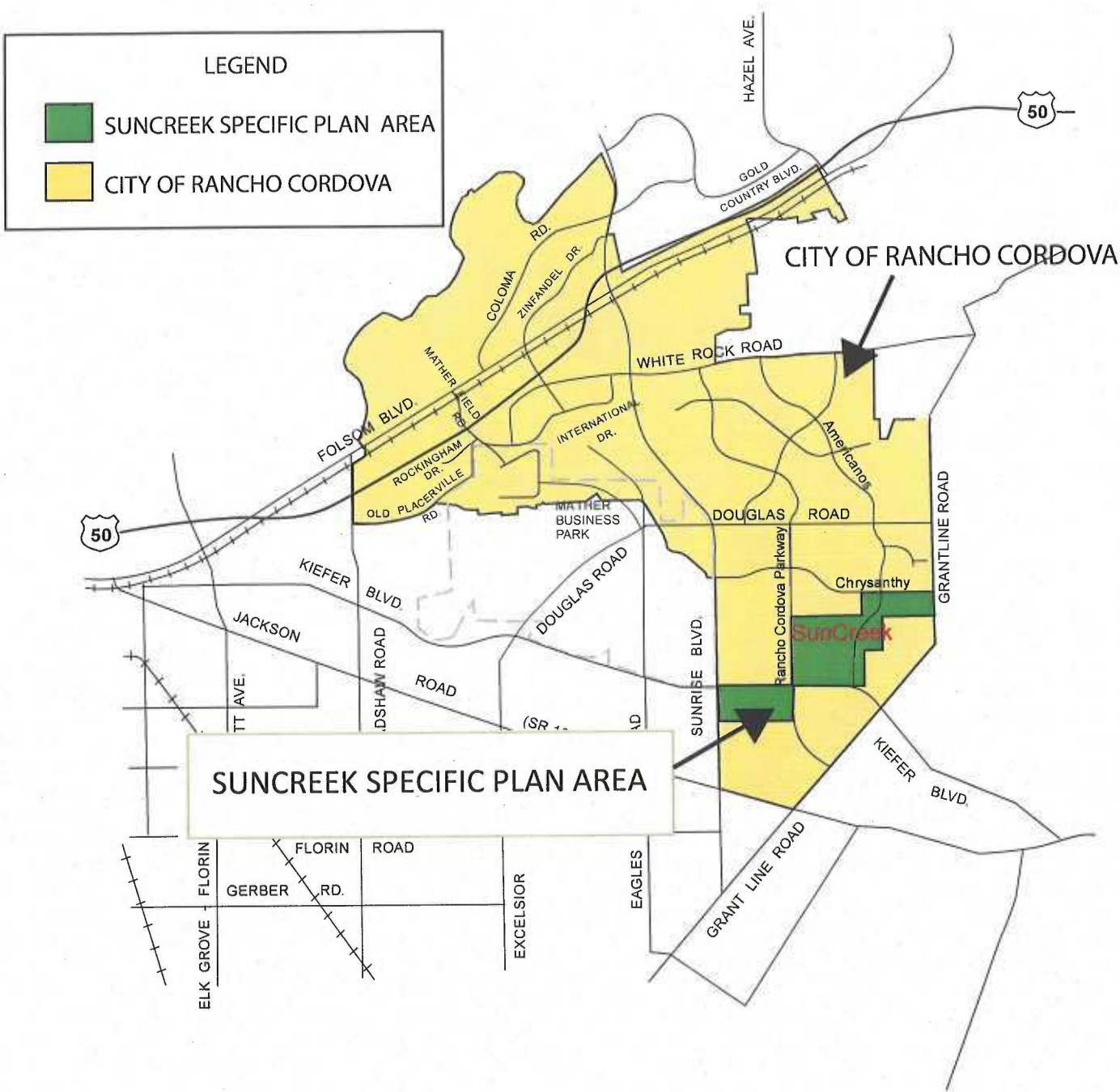


Exhibit 6.1

Map of Park and
Neighborhood Green Land Dedications

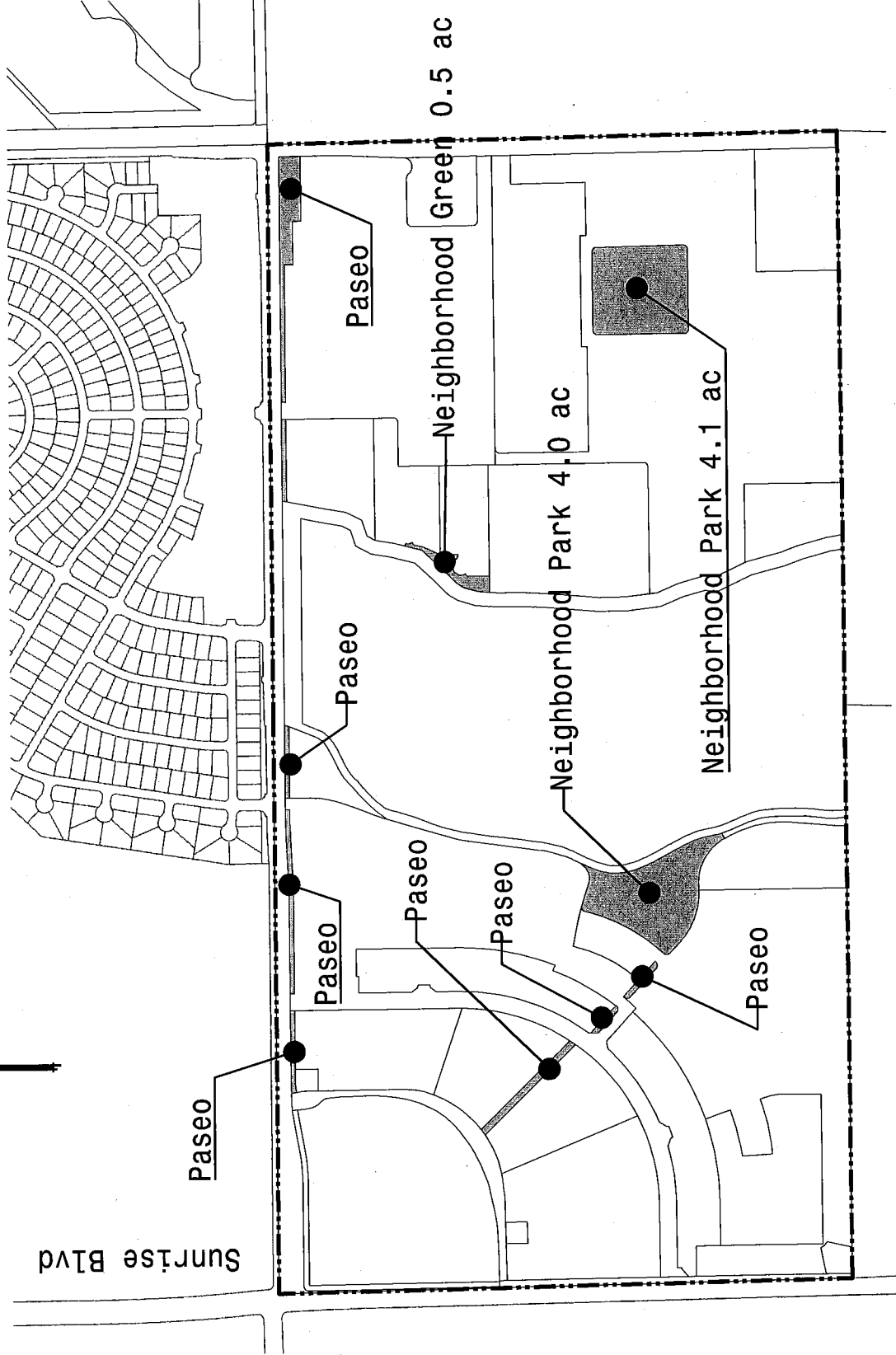


Exhibit 6.1

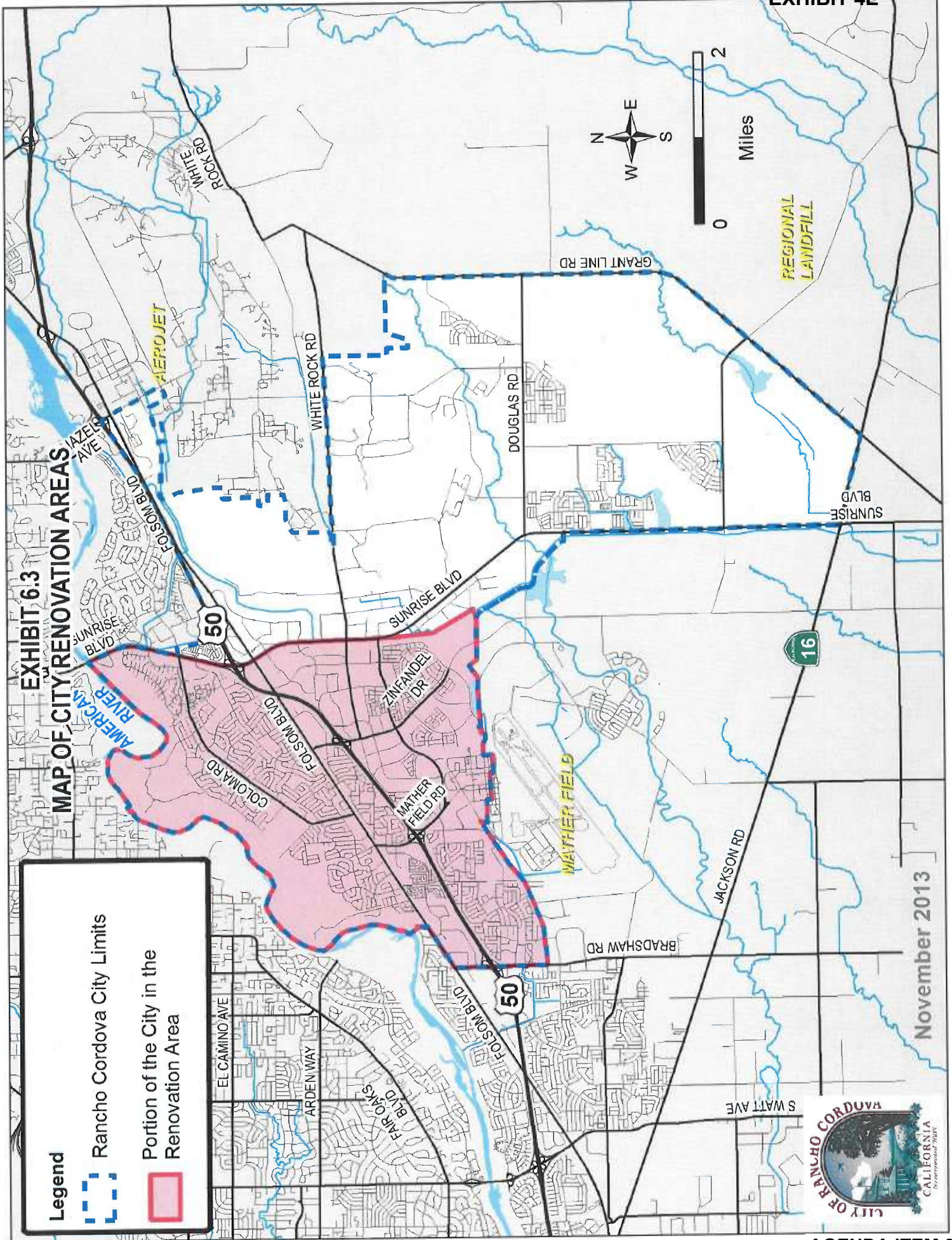


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT

(Parcel(s) ____ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201__, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor 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 _____, 201__, as Instrument No. 201__-____.

Assignor 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").

Assignor desires to assign and Assignee desires to assume all 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, Assignor and Assignee hereby agree as follows:

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor 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, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Notice Address described in Section 20 of the Development Agreement 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.

ASSIGNOR:

ASSIGNEE:

a _____

a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3
Map Outlining
Grantline 220 Property

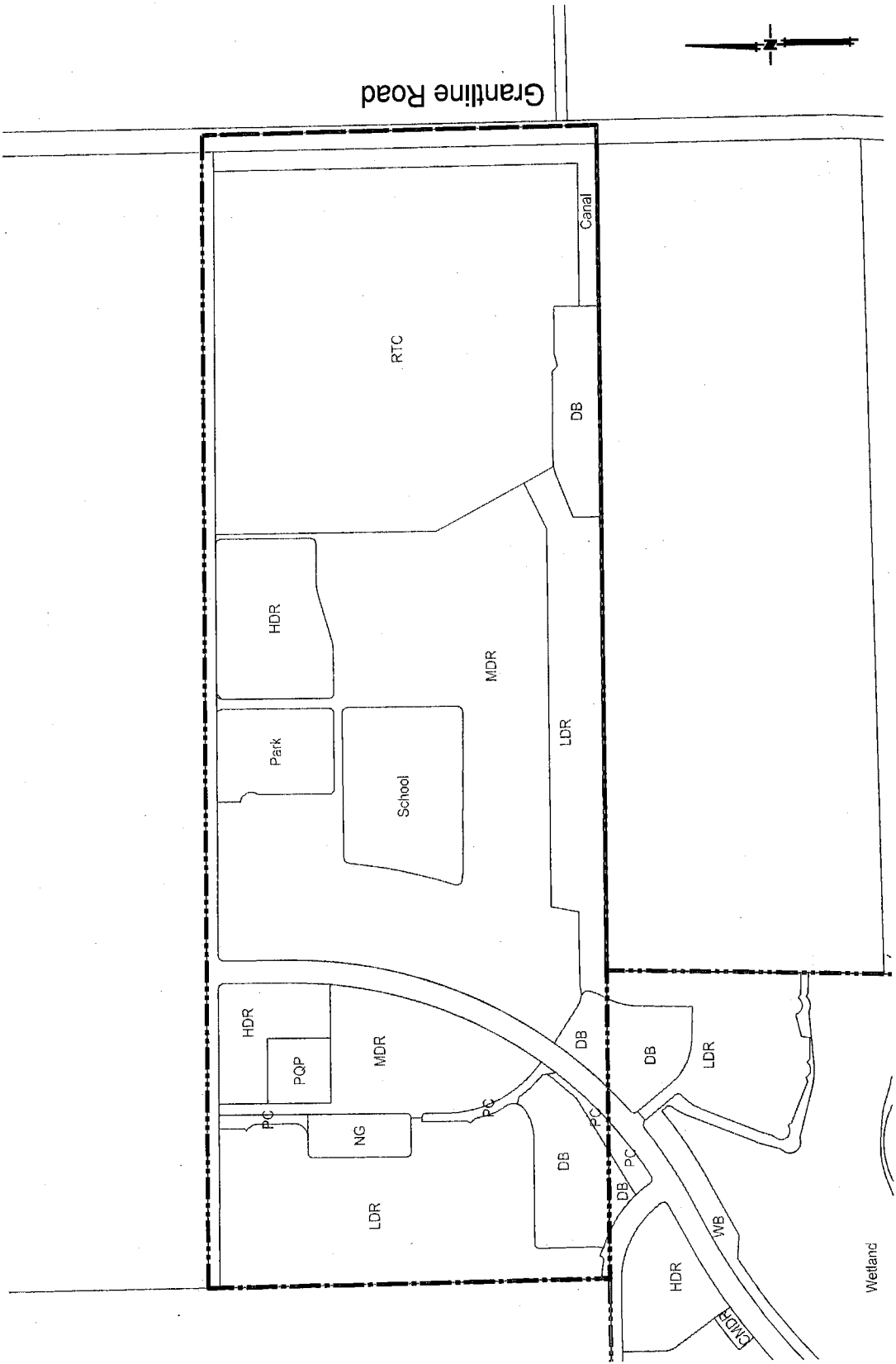


Exhibit 7.3.3

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

**CHRIS N. VRAME, MURRAY M. SMITH, JR., CAROL J. SMITH, TRACY L. SMITH, M.
CAMPBELL SMITH, JAMES N. SMITH, and STEVEN G. DUNMORE, successor trustee of
the Dunmore Family Trust dated February 24, 1977, as Amended**

RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and CHRIS N. VRAME, MURRAY M. SMITH, JR., CAROL J. SMITH, TRACY L. SMITH, M. CAMPBELL SMITH, JAMES N. SMITH, and STEVEN G. DUNMORE, successor trustee of the Dunmore Family Trust dated February 24, 1977, as Amended (together "Developer"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Developer owns in fee title that certain 80-acre portion of the SunCreek Specific Plan Area 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").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre SunCreek Specific Plan Area described in Exhibit B attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance ____ - 2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act (“CEQA”), on _____, 2013, by Resolution No. _____-2013, City certified the SunCreek Specific Plan Project EIR (“EIR”). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act (“NEPA”), an Environmental Impact Statement (“EIS”) related to this Project.

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

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

“Affordable Housing Plan” means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. _____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Developer. Pursuant to Resolution No. _____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

“Backbone Infrastructure” means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

“CCR Enforcement” means enforcement by Developer and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____ 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Developer agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Developer agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthy 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Vrame Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

“Subsequent Entitlements” mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the

Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five(25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Developer is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Developer's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. 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 or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or Federal Law. Modification Because of Conflict with State or Federal Laws. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or Federal laws or regulations enacted after the Effective Date of

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

5.5 Vested Rights Exclude Building and Fire Codes. 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, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted 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, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to 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, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and exactions required by City 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") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Developer to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Developer shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Developer elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation. Developer's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Developer's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in **Exhibit 6.1** (the "Dedicated Lands"). City agrees and acknowledges that Developer's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Developer's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by such time, the Developer will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Developer shall pay the New Park Development Fee and the Neighborhood Green Fee after they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th as follows:

- (a) A “mean” index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.
- (b) An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (a) of this section by the “mean” index for the previous January. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 “mean” index and dividing by the January 2012 “mean” index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CRPD or City, as applicable, for the improvement of the lands that CRPD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee (or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City’s agreement to the terms regarding the timing of development of all Parks and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Developer to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition Fee. Developer agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the “Park Renovation Fee”). Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in **Exhibit 6.3**. This payment is made voluntarily by

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"), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Developer challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, (ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CRPD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services. The Property will be subject to a special tax on the Property to pay for transit related-services for the

Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-1.

The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services).

Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Developer's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Developer's Properties. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year FY 2013/2014 Police Maximum Services Special Tax shall be Four Hundred Seventy Dollars and Twenty Eight Cents (\$470.28) annually per residential dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Developer may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Developer agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Developer would constitute an event of default under this Agreement. In the event of such a default by Developer, then in addition to all other remedies available to City, Developer shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs.

In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

(a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).

(b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;

(c) Water and Drainage Studies CFD or Assessment District;

(d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD Fee") described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within the Specific Plan. Developer agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Developers the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the "Land Equalization Fee") described in the Finance Plan (and as particularly set forth in Appendix E thereto). Developer agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and

Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Developer also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner ("Grantline") of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on **Exhibit 7.3.3** attached hereto ("Grantline Property") has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline's first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Developers under its Agreement with the other Participating Developers.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Developer shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Developer who installs frontage improvements located on the Property prior to Developer's development of the Property, in accordance with the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Developer shall be identified by Developer and approved by City in connection with City's approval of the Developer's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Developer shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage improvements that Developer will construct, or will reimburse a Participating Developer for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, "Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements," for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Developer, City will enter into a reimbursement agreement with Developer to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Developer shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Developer to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program. Developer shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Developer to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations. As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision

map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith. Since the Property is currently planned for public uses that do not contemplate the processing of a Tentative Map, Developer hereby acknowledges and agrees that, in accordance with this Agreement and the Finance Plan, prior to or upon any sale or transfer of the Property, or any portion thereof, to a public or quasi-public entity, including without limitation any sale or transfer to a school district, Developer shall be obligated to pay to City any and all fees and reimbursements allocable to the Property pursuant to the Finance Plan that would otherwise be paid in accordance with a Tentative Map Phasing Plan, including without limitation the SFD Fee, Land Equalization Fee for other public lands, and any frontage road reimbursement allocable to the Property.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Developer agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Developer within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. The Developer agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Developer shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Developer to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Developer's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Developer's obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Developer shall grant irrevocable

dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Developer recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Developer chooses to seek permits which rely upon the SSHCP, Developer shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 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. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

11.2 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 Municipal Code. Any fees paid pursuant to this Agreement and spent by City prior to the date of cancellation shall be retained by City.

11.3 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 designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer 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: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 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.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Developer's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

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

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within thirty (30) days of the final decision of the City Council, or the Developer forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Developer, and that unless and until the Developer elects to develop any portion of the Property, the only obligations of the Developer hereunder shall be to dedicate public rights or way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. 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. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

14.1.3. 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.

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the

requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Development Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

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 Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

19. Agreement Runs with the Land. Except as otherwise provided for in this Development Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement are 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 Development Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including but not limited to Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the Property, or with respect to any owned property: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) 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.

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any

improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Developer is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address

City, State, Zip
 Fax:
 E-mail:

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.

25. Assignment and Release. From and after recordation of this Agreement against the Property, Developer 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, provided that (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Developer) and City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted by the Council of the City on the ____ day of _____, 2013, and has caused this Agreement to be executed.

"CITY"

"DEVELOPER"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

By: _____

Name: CHRIS N. VRAME

By: _____

Name: MURRY M. SMITH, JR.

(Signatures continued next page)

By: _____
Name: CAROL J. SMITH

By: _____
Name: TRACY L. SMITH

By: _____
Name: M. CAMPBELL SMITH

By: _____
Name: JAMES N. SMITH

By: _____
Name: STEVEN G. DUNMORE, Successor
Trustee of the Dunmore Family Trust Dated
February 24, 1977, as amended

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

2194019.6

Order No. 404-7854
AMEND
Version 5

EXHIBIT A-1

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

PARCEL 1:

THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, MDB&M.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREINAFTER SITUATE THEREIN AND THEREUNDER LOCATED 100 FEET OR MORE BELOW THE SURFACE OF SAID PROPERTY AND THE RIGHT TO TAKE AWAY AND DISPOSE OF THE SAME, BUT WITHOUT ENTERING SAID REAL PROPERTY UPON OR ABOVE IT SURFACE, AS RESERVED IN DEED DATED JUNE 20, 1955, RECORDED JULY 06, 1955, IN BOOK 2869, PAGE 494, OFFICIAL RECORDS, EXECUTED BY NATOMAS COMPANY, A CALIFORNIA CORPORATION, TO BARGAIN BILL'S FURNITURE WAREHOUSE, INC., A CORPORATION. THE SURFACE RIGHTS OF WHICH HAVE BEEN QUITCLAIMED BY A DEED RECORDED IN BOOK 861231, PAGE 9800, OFFICIAL RECORDS, EXECUTED BY NATOMAS ENERGY COMPANY TO MORRIS MOORE AND MARY L. MOORE.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE NORTH 30.00 FEET OF THE SOUTHWEST 1/4 AND OVER THE NORTH 30.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, OVER THE SOUTH 30.00 FEET OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, MDB&M.

A.P.N. 067-0100-018

Exhibit A-2
Map of Property

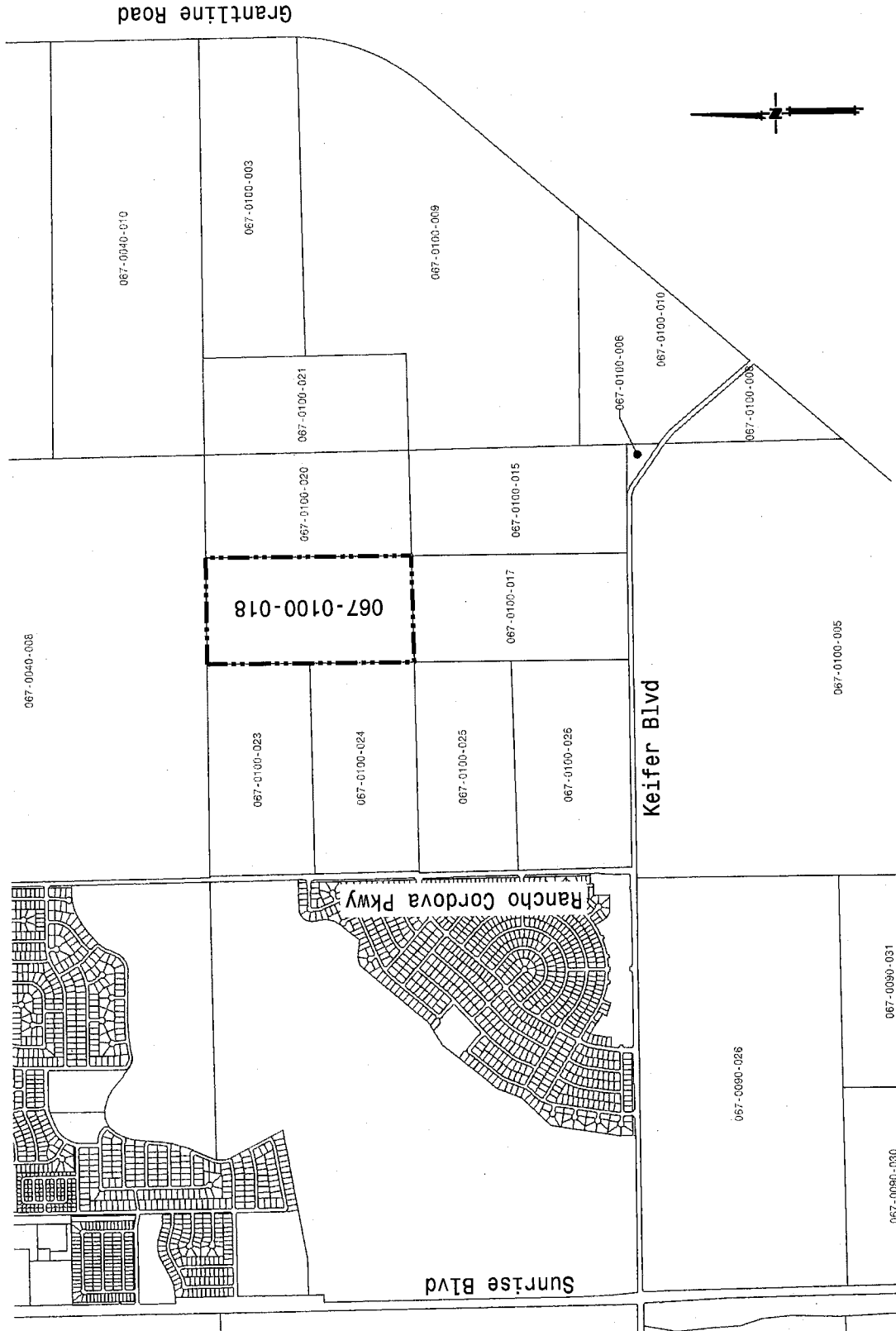


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

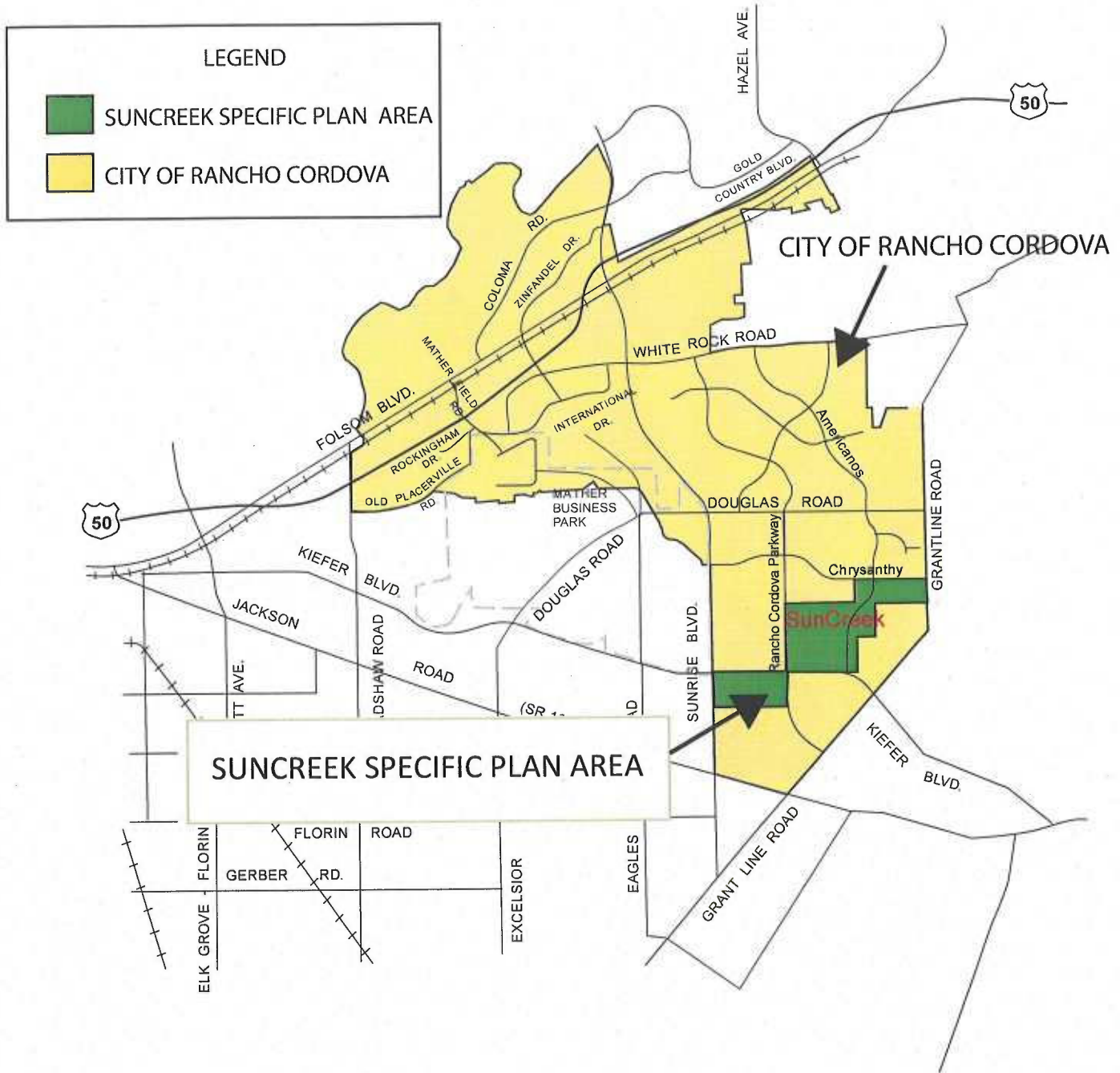


Exhibit 6.1

Map of Park and Neighborhood Green Land Dedications

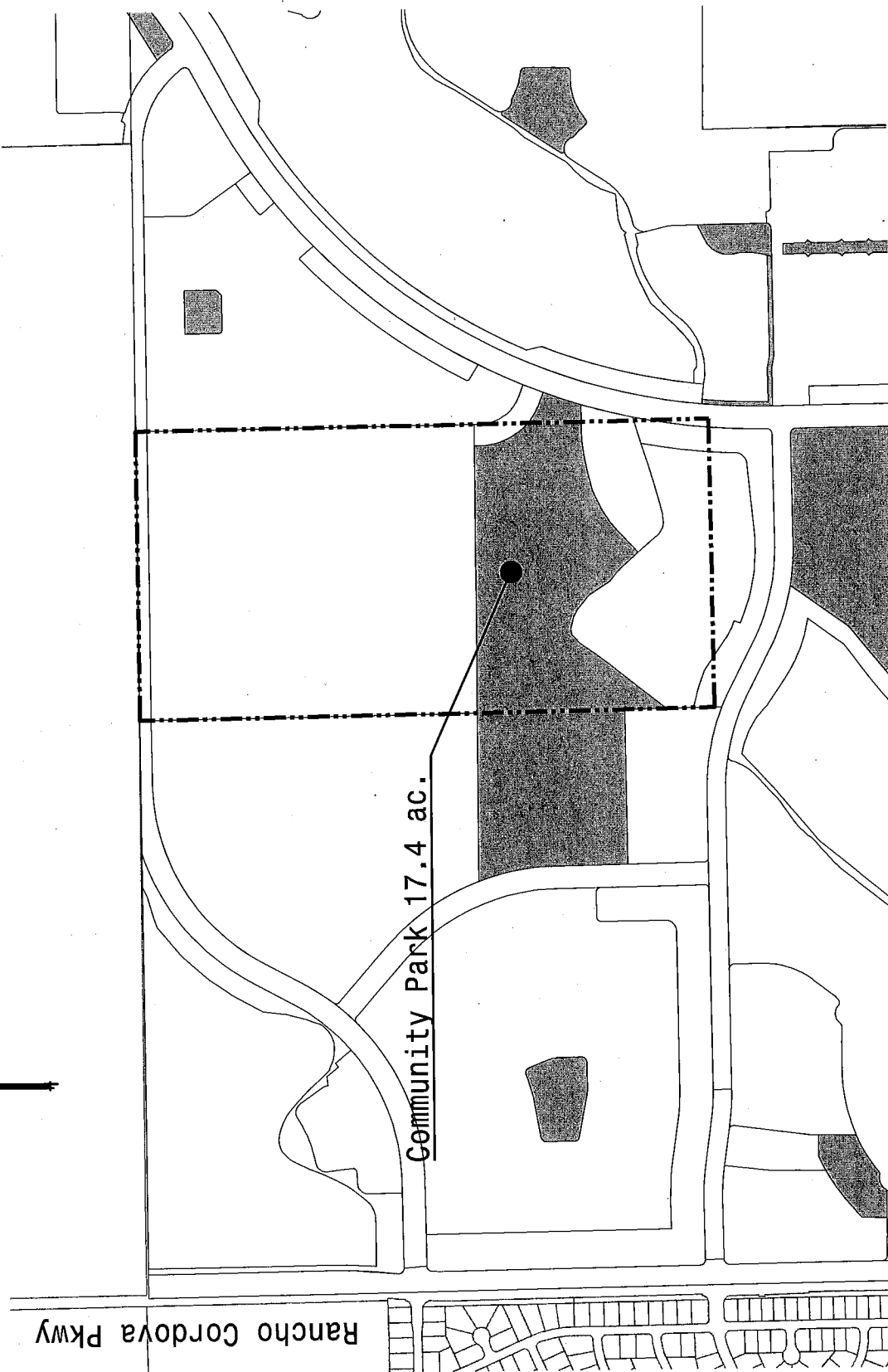
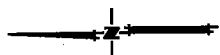


Exhibit 6.1

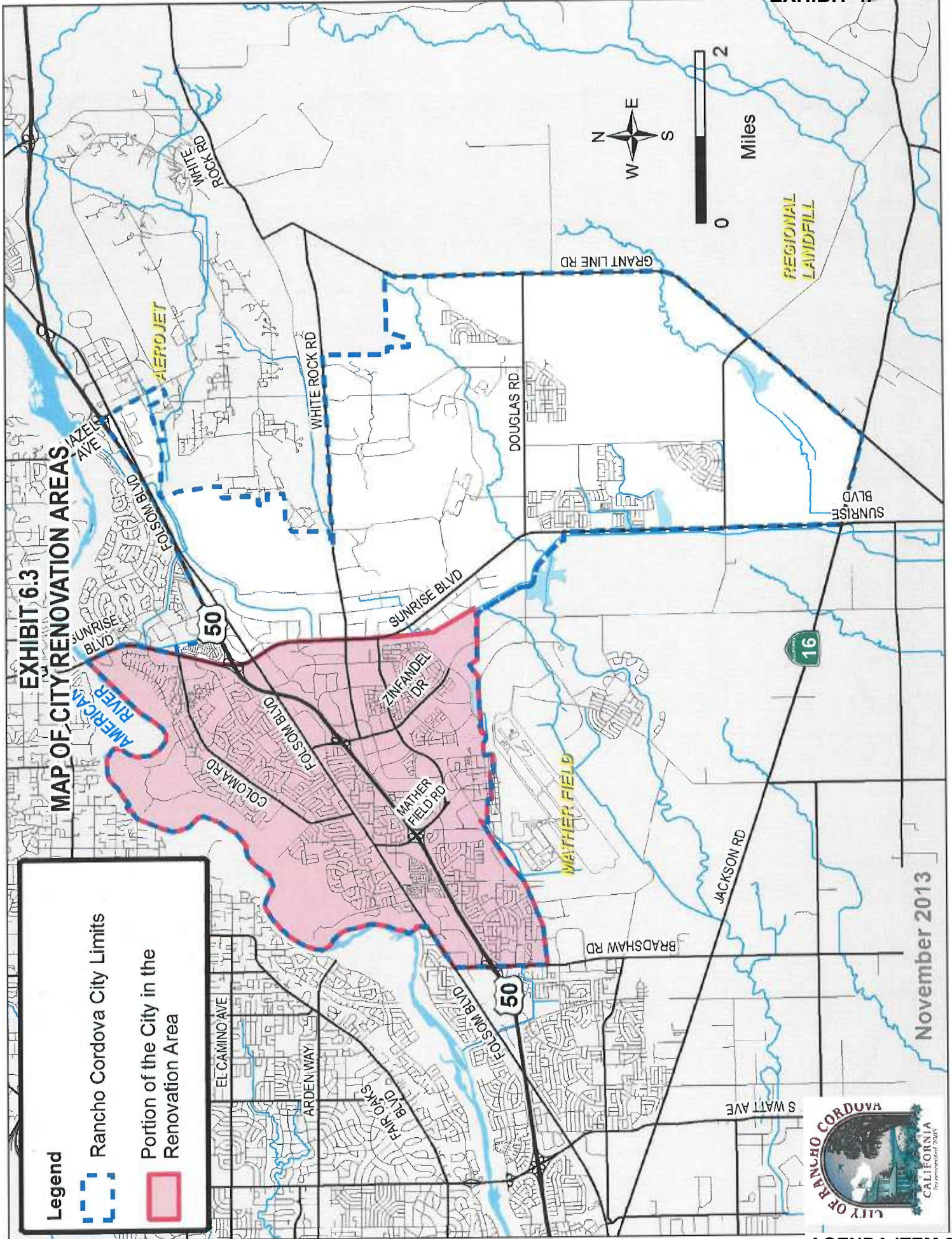


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ____ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201__, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor 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 _____, 201__, as Instrument No. 201__-_____.
_____.

Assignor 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").

Assignor desires to assign and Assignee desires to assume all 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, Assignor and Assignee hereby agree as follows:

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor 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, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Notice Address described in Section 20 of the Development Agreement 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.

ASSIGNOR:

ASSIGNEE:

a _____

a _____

By:

By:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3
Map Outlining
Grantline 220 Property

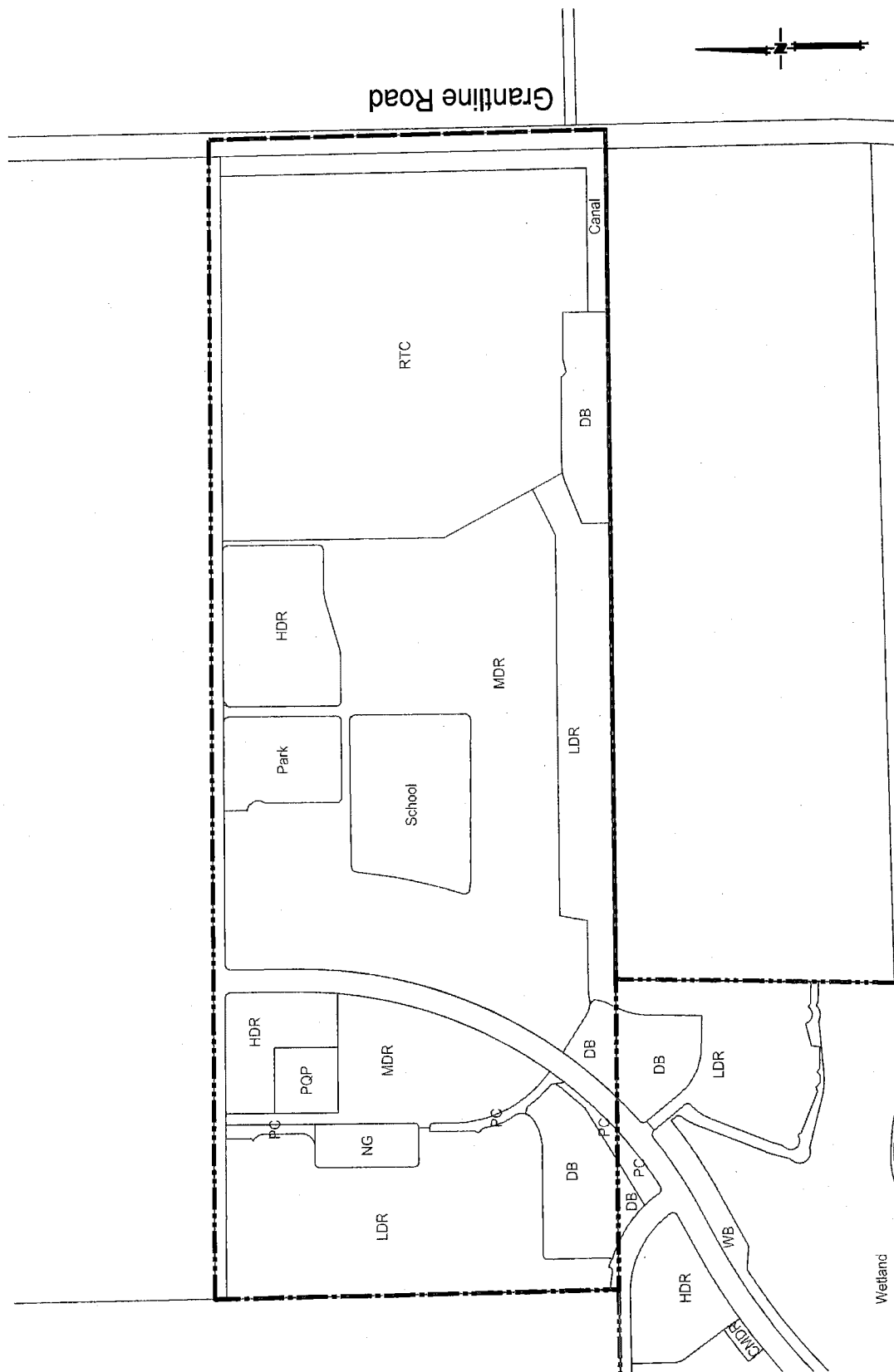


Exhibit 7.3.3

MEMORANDUM



DATE: December 2, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Ben Chan, Assistant Civil Engineer

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 1 WITH RSC GENERAL & ENGINEERING, INC. FOR CONSTRUCTION OF THE 2014 ADA SIDEWALK IMPROVEMENT PROJECT

RECOMMENDATION

Adopt Resolution No. 136-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute Contract Change Order No. 1 with RSC General & Engineering, Inc. to increase the current contract amount from \$104,855 to \$132,855 for the construction of the 2014 ADA Sidewalk Improvement Project.

BACKGROUND

The City Council approved the execution of Contract No. 115-2013 on October 7, 2013 for the 2014 ADA Sidewalk Improvement Project which will provide ADA and pedestrian access improvements throughout the City.

Contract Change Order No. 1 covers the cost associated with unforeseen conditions encountered during construction, reconciling the quantities of the bid form with the actual quantities placed during construction, and conforming small sections of three driveways to the repaired sidewalk locations, for a total not to exceed \$28,000.

Construction began October 2013 and is scheduled for completion by the end of December 2013.

FISCAL IMPACT

Funding for this project consists of City Transportation Funds currently budgeted and Community Development Block Grant (CDBG) Funds. There is no impact to the City's General Fund.

ATTACHMENT

Resolution No. 136-2013 including Exhibit A (Contract Change Order No. 1).

CITY OF RANCHO CORDOVA

RESOLUTION NO. 136-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 1
WITH RSC GENERAL & ENGINEERING, INC. FOR CONSTRUCTION OF THE 2014 ADA
SIDEWALK IMPROVEMENT PROJECT**

WHEREAS, on October 7, 2013 the City awarded the 2014 ADA Sidewalk Improvement Project to the lowest responsive bidder, RSC General & Engineering Inc., in the amount of \$104,855 (Contract 115-2013); and

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

WHEREAS, the City recommends that the City Council authorize the City Manager to execute Contract Change Order No. 1 with RSC General & Engineering, Inc. in an amount not to exceed \$28,000; and

WHEREAS, the total amount of the change order (**Exhibit A**) exceeds the amount the City Manager is currently authorized to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the City Council authorizes the City Manager or his designee to execute Contract Change Order No. 1 (**Exhibit A**) with RSC General & Engineering, Inc. in a form approved by the City Manager.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

Project Name:
**2014 ADA Sidewalk
Improvement Project**

CITY OF RANCHO CORDOVA

Contract Change Order No. 1

To: **RSC General and Engineering, Inc.** You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

Based on final field measurements, the following bid item quantities are adjusted.

See Attachment No. 1 for bid item quantity adjustments **INCREASE: \$20,465.34**

Extra Work at Agreed Lump Sum:

Contractor directed to remove and replace portion of concrete driveways at locations determined by Engineer. Driveways shall conform to the new sidewalk placed fronting the existing driveways.

INCREASE: \$5,500.00

Total Cost of Change: \$25,965.34

Contract Summation:

Original Contract: **\$104,851.27** Total Change Orders: **\$25,965.34** New Contract Cost Total: **\$130,816.61**

By reason of this order the time of completion will be adjusted as follows: **0 WORKING DAYS**

Submitted by: _____	Construction Manager/Resident Engineer City of Rancho Cordova	Date: _____
Recommend Approval by: _____	Project Manager City of Rancho Cordova	Date: _____
Approved by: _____	Public Works Director City of Rancho Cordova	Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.

Acceptance Date: _____ Contractor: _____

By: _____ Title: _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original to: *Contractor*
City Clerk

Copies to: *Resident Engineer*
City Project Manager
Project Engineer

City Manager or Designee Date
City of Rancho Cordova

2014 ADA Sidewalk Improvement Project



Contract Change Order No. 1

CONTRACT BID ITEM OVER RUN/ (UNDER RUN) TO DATE						
Item #	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	COMMENT
4	Sawcutting	LF	21	\$ 3.50	\$73.50	
6	Asphalt Concrete	Ton	20	\$ 181.25	\$3,625.00	
7	Remove and Replace Type 1 Curb and gutter	LF	78	\$ 31.03	\$2,420.34	
8	Remove and Replace Sidewalk and Ramps	SF	832	\$ 16.00	\$13,312.00	
A3	Tree Root Barrier	LF	-20	\$ 12.00	(\$240.00)	
B3	Tree Root Barrier	LF	-24	\$ 12.00	(\$288.00)	
B5	Class II AB	Ton	50	\$ 31.25	\$1,562.50	
		Total Bid Item Over run/(Under run) =				\$20,465.34

MEMORANDUM



DATE: December 2, 2013

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director
Michelle Mingay, Sr. Finance Analyst

SUBJECT: RESOLUTION(S) OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CONSENTING TO THE INCLUSION OF LAND/PROPERTIES WITHIN THE CITY IN VOLUNTARY PACE PROGRAMS

RECOMMENDATION

Adoption of Resolution

1. No. 134-2013 – Consenting to the Inclusion of Land within the Territorial Jurisdiction of the City of Rancho Cordova in the County of Sacramento Community Facilities District 2012-1 (Clean Energy).
2. No. 135-2013 – Consenting to the Inclusion of Properties within the City of Rancho Cordova's Jurisdiction in the California HERO Program and approving an amendment to a certain Joint Powers Agreement related thereto.

RESULT OF RECOMMENDED ACTION

Adoption of these resolutions will allow non-residential property owners in Rancho Cordova to voluntarily participate in PACE financing for the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on their real property.

BACKGROUND

Recent changes to state law (AB 811 and SB 555) enable cities and counties to set up property supported financing in which property owners may obtain financing for the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on their real property, including homes and non-residential buildings. Property owners that choose to obtain such financing would repay it through assessments or special taxes on their property tax bills over a set period of time. This type of program is often referred to as Property Assessed Clean Energy ("PACE") financing. PACE financing is completely voluntary: only property owners that choose to seek financing through a PACE financing district for energy- and water-related improvements to their property, and in some instances unanimously vote to annex their property into the PACE financing district, will be subject to the program. No property will be subject to any part of a PACE Program without the express willing unanimous consent of the property owner(s) and, when necessary, annexed into the PACE financing district.

PACE financing addresses two major financial hurdles to capital-intensive energy efficiency and renewable energy projects: the high up-front cost and the potential that those costs will not be recovered upon sale of the property. With PACE financing, there is little or no up-front cost to the property owner, and if the property is sold before the investors are repaid, the new owner will, unless a prepayment is arranged, assume responsibility for the remaining assessments or special taxes as part of the property's annual tax bill. By overcoming these barriers, PACE financing presents an unparalleled opportunity to stimulate construction and building activity, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners. Building industry and environmental advocacy representatives have both spoken in favor of PACE financing districts.

The City of Rancho Cordova has decided to provide an open market structure for PACE program(s) within Rancho Cordova rather than deciding on a single PACE program. The open market allows property owners to research multiple programs to determine which program works best for them based on their individual circumstances. To date, the City of Rancho Cordova has approved two PACE programs; CaliforniaFIRST and California PACE. The CaliforniaFIRST program was approved in December 2009 and is administered by California Statewide Communities Development Authority (CSCDA), a Joint Powers Authority (JPA). This program has not funded any projects within the City at this time. The California PACE program was approved in April 2012 and is administered by California Enterprise Development Authority (CEDA), a Joint Powers Authority (JPA). This program is in the process of funding its first project in Rancho Cordova.

The City has been approached by two additional PACE programs who would like to offer PACE financing within Rancho Cordova as follows:

Sacramento County PACE Program

Recognizing the benefits of PACE, the County of Sacramento, in collaboration with Ygrene Energy Fund (a nationwide third-party PACE administrator), established Community Facilities District No. 2012-1 (Clean Energy) (Clean Energy CFD) on March 23, 2013. This CFD was authorized under the Mello-Roos Community Facilities Act of 1982 as amended by Senate Bill No. 555 (SB 555).

On November 5, 2013, the Sacramento County Board of Supervisors approved the Property Assessed Clean Energy (PACE) program for both non-residential and residential property owners. PACE, offered by the County through program administrator Ygrene Energy Fund, allows businesses and homeowners to finance energy efficiency, water conservation, and renewable energy upgrades with low upfront costs. The improvements are paid for by a voluntary tax on the owner's property tax bill. All non-residential and residential property owners in the unincorporated area of Sacramento County may now use this financing option.

Property owners within incorporated areas in the County cannot obtain PACE financing via the County's program unless the city in which they are located takes affirmative action to "opt-in" to the County's program. Cities within the County that want to "opt-in" can do so by a passing a resolution. Ygrene has indicated there is at least one non-residential property located in Rancho Cordova who would like to take advantage of PACE financing through the County PACE program.

Additionally, Ygrene has opened the Ygrene Energy Center, located at 2600 Capitol Avenue in Sacramento. The center serves as a community and educational hub for residents and non-

residential property owners throughout the region. Ygrene offers contractor training, energy efficiency workshops and partner meetings, and provides information on cutting-edge green products and consultations about participating in Clean Energy Sacramento.

HERO PACE Program

The HERO Program (for PACE financing) has been very successful in Western Riverside County. Since its launch in late 2011, the HERO program has approved over \$400 million in applications and has funded over \$100 million in projects. Because of its success, the California HERO Program is now being offered statewide to provide additional California cities and counties with a turnkey program that saves significant time, cost and local resources that would otherwise be needed to develop a new local program.

Unlike the Sacramento County PACE Program, the California HERO Program operates under Assembly Bill No. 811 (AB 811) which was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by a joint powers authority, Western Riverside Council of Governments ("WRCOG"). The bonds are secured by a voluntary contractual assessment levied on such owner's property, with no recourse to the local government or other participating jurisdictions. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes. This financing is available for eligible improvements on both residential and non-residential properties.

The proposed resolution enables the California HERO Program to be immediately available to owners of non-residential property within our City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution approves an Amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member in order to enable the California HERO Program to be offered to the owners of property located within the City who wish to participate in the California HERO Program.

Why not Residential? – Unresolved Residential PACE Issues

In July 2010, the Federal Housing Finance Authority ("FHFA") issued a statement warning that FHFA would tighten lending requirements for all borrowers in jurisdictions with active residential PACE Programs. This statement has been challenged in court but based on the final ruling, issued in March 2013, the FHFA statement remains in full effect.

The 2010 FHFA statement indicated specific adverse consequences, including adjustments to loan-to-value ratios and tightening of debt-to-income requirements, for all property owners within a jurisdiction offering a residential PACE program to reflect the maximum permissible obligation associated with future PACE loans. However, there has not been any such adverse action by

FHFA or lending institutions. Sonoma County and Palm Desert were co-plaintiffs in the FHFA lawsuit however they continued to operate their residential programs throughout the lawsuit and continue to offer residential programs within their communities without adverse action by FHFA. Additionally, the Western Riverside COG (HERO Program) and the City of Sacramento have launched PACE Programs that include residential properties while the lawsuit was pending, again without adverse action or threats from the FHFA since program start-up a year and a half ago. Other residential PACE Programs continue to operate within the state without FHFA consequences. However, while no action has been taken, the FHFA has the right to take those actions and could begin to do so at any time.

Another potential risk is that Fannie Mae and Freddie Mac may refuse to purchase mortgages that have PACE liens. This means that homeowners who have a PACE lien on their property may have to pay it off prior to selling their home or refinancing their mortgage. This risk is fully disclosed in the PACE financing documents.

In a letter to FHFA dated September 2013, Governor Brown outlined a mechanism that aimed to address the concerns raised by FHFA and protect the interest of Fannie Mae and Freddie Mac. Under the Governor's proposal, the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), an existing state agency chaired by the California State Treasurer, would create a reserve fund for PACE Programs. Any PACE program that wishes to use the reserve fund would then enter into an agreement that requires the PACE program to make Fannie Mae and Freddie Mac whole i) for any foreclosure, for any losses to Fannie Mae and Freddie Mac resulting from the payment of any PACE assessment paid while in possession of the property, and ii) any forced sale for unpaid taxes or special assessments, for any losses to Fannie Mae and Freddie Mac that resulted from PACE assessments being paid before the outstanding mortgage. This process addresses the issues raised by the FHFA and ensures that Fannie Mae and Freddie Mac will not be adversely impacted by a PACE lien.

FHFA has responded to the Governors program by directing FHFA General Counsel, and other senior staff members to open a dialogue with appropriate personnel in State government to learn more about the proposal. FHFA has committed to review the proposed concept with serious and prompt consideration but has not made a final decision at this time.

Due to these unresolved issues with the FHFA, staff is not recommending participation in any residential PACE Program at this time. Staff is concerned not only for the protection of property owner assets but for the City's reputation as well. While the City assumes no liabilities with either PACE program, if financing becomes harder to obtain and/or property owners are required to fully repay these assessments either at time of sale or refinance, because of their participation in a City sponsored program, it could be damaging to our image and reputation. As a result, staff feels it prudent to wait until a resolution has been reached with the FHFA for residential PACE programs before we participate in a residential program in Rancho Cordova. The resolution approving these programs has been drafted for a phased approach which allows for the immediate implementation of the non-residential program and the addition of the residential program by written notice from the City at a later date. Staff will continue to monitor FHFA's position on residential PACE, and once a resolution has been reached, work with these providers to implement the residential program.

Ultimately the inclusion of residential properties in these two PACE programs is a policy decision. If the Council decides the potential benefits of the residential PACE out weights the potential risks, staff will revise the approval documents to include residential properties and bring the item back to Council for approval at its next regularly scheduled meeting.

While not a deciding factor in the decision regarding participating in these residential PACE programs, it should be noted that as more residential properties move to consumption of electricity generated by a clean energy resources, the City will begin to see a decrease in Utility User Tax (UUT) revenues as a result of recent legislation that prohibits local jurisdictions from levying UUT on personal consumption of clean energy.

ATTACHMENTS

1. Resolution No. 134-2013.
2. Resolution No. 135-2013 including Exhibit A.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 134-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
GRANTING CONSENT FOR INCLUSION OF LAND WITHIN THE TERRITORIAL
JURISDICTION OF THE CITY OF RANCHO CORDOVA IN THE COUNTY OF SACRAMENTO
COMMUNITY FACILITIES DISTRICT 2012-1 (CLEAN ENERGY)**

WHEREAS, the Board of Supervisors (the "Board") of the County of Sacramento (the "County") has formed its Community Facilities District No. 2012-1 (Clean Energy) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code §§ 53311 and following, the "Act") with particular reference to Section 53328.1 thereof and its provision that the only means by which a parcel may be included in the District is through the unanimous written consent of all of the owners of that parcel; and

WHEREAS, Section 53315.8 of the Act provides that the County may not form a district within the territorial jurisdiction of a city without the consent of the legislative body of the city; and

WHEREAS, the County has designated the entire jurisdictional territory of the County as territory proposed for annexation to the District in the future, subject to the requirement that before any parcel within incorporated territory may annex to the District, the city council of the incorporated city must consent to annexations from within its territory; and

WHEREAS, the City Council (the "Council") of the City of Rancho Cordova (the "City") wishes to grant its consent to the annexation, to the District, of any parcel within the territorial jurisdiction of the City; and

WHEREAS, the City will not be responsible for the conduct of any annexation proceedings, the levy and collection of assessments or any required remedial action in the case of delinquencies, the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the District

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA as follows:

Section 1. The above recitals are true and correct, and the Council so finds and determines.

Section 2. The Council, as the legislative body of the City, hereby grants its consent to the Board of Supervisors of the County to annex property within the territorial jurisdiction of the City to the District.

Section 3. The City desires to phase the implementation of the District by authorizing the County to immediately implement the Non-residential Program throughout the City and by deferring the authorization for implementation of the Residential Program until such time as the City provides written notice to the County authorizing the County to implement the Residential Program within the City.

ATTACHMENT 1

Section 4. The inclusion of any parcel of land within the City in the District shall be in accordance with the Unanimous Approval Agreement that must be executed by all of the owners of that parcel, and that parcel shall be treated by the County in respect of the District on the same basis and under all the same terms and conditions as if the parcel were not within the territorial jurisdiction of the City but, instead, were located in unincorporated territory of the County.

Section 5. This consent is intended to fulfill the requirements of Section 53315.8 of the Act.

Section 6. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 135-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
 CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE JURISDICTION IN THE
 CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE
 ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND
 ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPRIVING THE AMENDMENT
 TO A CERTAIN JOING POWERS AGREEMENT RELATED THERETO**

WHEREAS, the Western Riverside Council of Governments (“Authority”) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the “Improvements”) pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California State and Highways Code (“Chapter 29”) within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, the City of Rancho Cordova (the “City”) is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Rancho Cordova as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the “JPA Amendment”), by and between Authority and the City, a copy of which is attached as **Exhibit “A”** hereto, to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

ATTACHMENT 2

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA as follows:

Section 1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.

Section 2. This City Council consents to inclusion in the California HERO Program, with phased implementation as described in Section 6 of the JPA Amendment attached hereto and included herein as **Exhibit "A"**, of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by the Authority for the purposes thereof.

Section 3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorized Authority, upon satisfaction of the condition imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collection and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments..

Section 4. This City Council hereby approves the JPA Amendment, attached as **Exhibit "A"**, and authorizes the execution thereof by appropriate City officials

Section 5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City.

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A

**AMENDMENT TO THE JOINT POWERS AGREEMENT
 ADDING CITY OF RANCHO CORDOVA AS AN ASSOCIATE MEMBER OF THE
 WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
 TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE)
 PROGRAM SERVICES WITH SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the 2nd day of December, 2013, by the City of Rancho Cordova (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”);

WHEREAS, Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) to authorize cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund various renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and City throughout the state; and

WHEREAS, Authority intends to establish within the California HERO Program separate programs (a) to fund Improvements that are permanently fixed only to residential properties (the “Residential Program”) or (b) to fund Improvements that are permanently fixed only to commercial, industrial, agricultural or other real property (the “Commercial Program”); and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an associate member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

EXHIBIT A

WHEREAS, pursuant to Government Code sections 6500 et seq., the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the unincorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the unincorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the unincorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, right to amend or vote on amendments to the Authority JPA, and right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation

EXHIBIT A

improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the “Eligible Improvements”) that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners with the California HERO Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the PACE program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the California HERO Program.

6. Phased Implementation. The City desires to phase in the implementation of the California HERO Program by authorizing the Authority to immediately implement the Commercial Program throughout the City and by deferring the authorization for implementation of the Residential Program until such time as the City provides written notice to WRCOG pursuant to Section C.5. below authorizing the Authority to implement the Residential Program within the City. Nothing in this paragraph shall, however, preclude or otherwise prevent the Authority from judicially validating the California HERO Program and its implementation as a whole.

The Parties also recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment.

EXHIBIT A

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Attn: Executive Director

City:

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

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

EXHIBIT A

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT A

CITY OF RANCHO CORDOVA

WESTERN RIVERSIDE COUNCIL OF GOV'T

Ted A. Gaebler, City Manager

Jeff Stone, Executive Committee Chair

Date:_____

Date:_____

Attest:

Mindy Cuppy, CMC, City Clerk

Date:_____

MEMORANDUM



Date: December 2, 2013

To: Honorable Mayor and Council Members

From: Ted A. Gaebler, City Manager
Mindy Cuppy, CMC, City Clerk

Subject: **2014 CITY COUNCIL MEETING SCHEDULE**

RECOMMENDATION

Staff recommends that Council review personal calendars to ensure that our council meetings do not conflict with work commitments, class reunions, family vacations, etc. and come prepared to discuss and adopt the 2014 schedule at the December 16, 2013 City Council meeting.

RESULT OF RECOMMENDED ACTION

Action on this item will confirm the 2014 Rancho Cordova City Council meeting schedule.

BACKGROUND

In early December, as part of its annual business planning for the upcoming year, the City Council reviews the next year's calendar and determines its meeting schedule for the following year.

Below are the proposed City Council Meeting dates for 2014:

Monday, January 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, January 14	5:30 PM Special Meeting/Work Session
Tuesday , January 21	5:30 PM Regular Meeting (Tuesday due to holiday)
Tuesday and Wednesday, January 28-29	All Day City Council and Staff Learning Retreat
Monday, February 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, February 11	5:30 PM Special Meeting/Work Session
Tuesday , February 18	5:30 PM Regular Meeting (Tuesday due to holiday)

Monday, March 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, March 17	5:30 PM Regular Meeting
Tuesday, March 25	5:30 PM Special Meeting/Work Session
Monday, April 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, April 15	5:30 PM Special Meeting/Work Session
Monday, April 21	5:30 PM Regular Meeting
Tuesday, April 29	5:30 PM Special Meeting/Work Session
Monday, May 5	PROPOSE TO CANCEL REGULAR MEETING CAP-TO-CAP CONFLICT
Monday, May 19	5:30 PM Regular Meeting
Tuesday, May 27	5:30 PM Special Meeting/Work Session
Monday, June 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, June 10	5:30 PM Special Meeting/Work Session
Monday, June 16	5:30 PM Regular Meeting
Tuesday, June 24	5:30 PM Special Meeting/Work Session
Monday, July 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, July 15	5:30 PM Special Meeting/Work Session
Monday, July 21	5:30 PM Regular Meeting
Tuesday, July 29	5:30 PM Special Meeting/Work Session
Monday, August 4	PROPOSE TO CANCEL REGULAR MEETING COUNCIL DARK DAY
Monday, August 18	5:30 PM Regular Meeting
Tuesday, August 26	5:30 PM Special Meeting/Work Session
Tuesday , September 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to holiday)
Tuesday, September 9	5:30 PM Special Meeting/Work Session
Monday, September 15	5:30 PM Regular Meeting
Tuesday, September 23	5:30 PM Special Meeting/Work Session
Monday, October 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, October 14	5:30 PM Special Meeting/Work Session
Monday, October 20	5:30 PM Regular Meeting
Tuesday, October 28	5:30 PM Special Meeting/Work Session

Monday, November 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Wednesday , November 12	5:30 PM Special Meeting/Work Session (Wednesday due to holiday)
Monday, November 17	5:30 PM Regular Meeting
Monday, December 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 9	5:30 PM Special Meeting/Work Session
Monday, December 15	5:30 PM Regular Meeting

To ensure maximum attendance of council members and the community in our legislative process, we constantly monitor local, state, and national events, including the League of California Cities, the National League of Cities, the California Redevelopment Association, the American Society for Public Administration, and various other events and conferences that the council and the community may be participating in. Attached is a detailed calendar showing such events.

The attached calendar is created in Outlook and automatically is added to personal calendars of all City Council Member and staff who have requested it. The City Clerk's department, with assistance from Administrative Professionals in each department, constantly monitors the calendar for accuracy and makes instant updates to the master calendar which then updates City Council and Staff Outlook calendars.

This calendar is constantly updated and the current calendar can be found in Outlook:

- ▶ Folder List (Ctrl + 6)
 - ▶ Public Folders
 - ▶ All Public Folders
 - ▶ City Hall Events

ATTACHMENT

2014 DRAFT Council Meeting, Conference and Community Event Calendar

January 2014

DRAFT Council Meeting, Conference and Community Event Calendar

January 2014							February 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	

AGENDA ITEM 11

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Dec 29	30	31	Jan 1, 14	2	3	4
Dec 29 - Jan 4				Kwanzaa New Year's Day Holiday - City Hall Closed	2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers,) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Timesheets Due	
	5	6	7	8	9	10	11
Jan 5 - 11		City Council Special Meeting (4:00) and Regular Meeting (4:00) and Regular Meeting (5:30) (American River North; Community Board Room; Council Chambers) - Mindy Cuppy		9:00am 10:30am Sacramento Central Groundwater Authority Board (10600 Goethe Road, Sacramento)	Leadership Rancho Cordova - Leadership Meeting 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	
	12	13	14	15	16	17	18
Jan 12 - 18		5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Special Meeting/Work Session	6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	
	19	20	21	22	23	24	25
Jan 19 - 25		Martin Luther King, Jr. Holiday - City Hall Closed	City Council Regular Meeting 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove) 5:30pm 11:00pm Regular City Council Meeting - Tuesday Due to Holiday (Community Board Room; Council Chambers) - Mindy Cuppy	LOCC New Mayors and Council Members Academy (Sheraton Grand, Sacramento) US Conference of Mayors - Winter Meeting (Washington, D.C.) 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (County Board of Supervisors Chambers) 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chambers)	Pay Day	
	26	27	28	29	30	31	Feb 1
		5:00pm 9:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	CITY COUNCIL/STAFF RETREAT		5:00pm 7:00pm Annual RC Chamber of Commerce Crab Feed (Rancho Cordova Events Center)	Semi-Annual Campaign Statements (FPF) Timesheets Due 5:00pm 7:00pm Sac Metro Chamber Dinner (Tentative Date, Time and Location TBD)	

February 2014

DRAFT Council Meeting, Conference and Community Event Calendar

February 2014							March 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28		23	24	25	26	27	28	29
							30	31					

AGENDA ITEM 1

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Jan 26		27		28		29		30		31		Feb 1	
2		3		4		5		6		7		8	
Super Bowl		City Council Special Meeting (4:00) and Regular Meeting (4:00) and Regular Meeting (5:30) (American River North; Community Board Room; Council Chambers) - Mindy Cuppy						LOCC City Manager's Department Meeting (Long Beach, CA)		Winter Olympics (Sochi, Russia)			
								2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers,) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)		Pay Day 6:00pm 11:00pm Sacramento Hispanic Chamber of Commerce Business Awards and Recognition Gala (Sacramento State University Ballroom)			
9		10		11		12		13		14		15	
		5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		City Council Special Meeting/Work Session		Lincoln's Birthday MMANC Winter Forum		Leadership Rancho Cordova - Land Use/ 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)		Timesheets Due Valentine's Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)			
16		17		18		19		20		21		22	
2:00pm 6:00pm 2014 NBA All Star Game		Presidents Day Holiday - City Hall Closed		City Council Regular Meeting 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove) 5:30pm 11:00pm Regular City Council Meeting - Tuesday Due to Holiday (Community Board Room; Council Chambers) - Mindy Cuppy		6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)		CSMFO Conference (Palm Springs, CA) 8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,		Pay Day 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)			
23		24		25		26		27		28		Mar 1	
Winter Olympics (Sochi, Russia)		5:00pm 9:00pm Sacramento Regional Transit Board Meeting				9:30am 11:30am Sacramento Regional Board Meeting		9:30am 10:30am Sacramento Metropolitan Board Meeting		Timesheets Due			
								3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chambers)					

March 2014

DRAFT Council Meeting, Conference and Community Event Calendar

March 2014							April 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

Feb 23 - Mar 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Feb 23	24	25	26	27	28	Mar 1
Mar 2 - 8							
	2	3	4	5	6	7	8
Mar 9 - 15							
	9	10	11	12	13	14	15
Mar 16 - 22							
	16	17	18	19	20	21	22
Mar 23 - 29							
	23	24	25	26	27	28	29
Mar 30 - Apr 5							
	30	31	Apr 1	2	3	4	5

Feb 23 - Mar 1

Mar 2 - 8

Mar 9 - 15

Mar 16 - 22

23 - 29

AGENDA ITEM 11.2

April 2014

DRAFT Council Meeting, Conference and Community Event Calendar

April 2014							May 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

Mar 30 - Apr 5	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Mar 30	31	Apr 1	2	3	4	5
Apr 6 - 12				FPPC Form 700: Statement of Economic	Great Places to Work Annual Conference (New Orleans) 2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers,) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Pay Day	
	6	7	8	9	10	11	12
Apr 13 - 19		City Council Special Meeting (4:00) and Regular Meeting (4:00) and Regular Meeting (5:30) (American River North; Community Board Room; Council Chambers) - Mindy Cuppy		9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	Leadership Rancho Cordova - Public Safety 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	Timesheets Due 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	
	13	14	15	16	17	18	19
Apr 20 - 26		5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Special Meeting/Work Session Taxes Due 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	FCUSD, EGUSD, SCUSD Spring Break 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	Good Friday Pay Day 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	
	20	21	22	23	24	25	26
Apr 27 - May 3	Easter	City Council Regular Meeting 5:30pm 11:00pm City Council Regular Meeting (Community Board Room; Council Chambers) - Mindy Cuppy		Administrative Professionals Week CCAC Annual Conference (Pasadena) Transforming Local Government Conference (Denver, CO) Administrative Professionals Day 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	League of California Cities Legislative Affairs 9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (Co 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (Co	Timesheets Due	
	27	28	29	30	May 1	2	3
		5:00pm 9:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Special Meeting/Work Session				

Mar 30 - Apr 5

Apr 6 - 12

Apr 13 - 19

Apr 20 - 26

AGENDA ITEM 11.2

May 2014

DRAFT Council Meeting, Conference and Community Event Calendar

May 2014							June 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					

Apr 27 - May 3	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Apr 27	28	29	30	May 1	2	3
					2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers,) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Pay Day	Cap-to-Cap (Washington, DC)
May 4 - 10	4	5	6	7	8	9	10
	Cap-to-Cap (Washington, DC)				ICMA West Coast and Mountain Plains Regional Summit (San Jose, CA)		
	APWA North American Snow Conference (Cincinnati, Ohio)				Leadership Rancho Cordova - Non-Profit	Timesheets Due	
		Cinco de Mayo PROPOSE TO CANCEL REGULAR MEETING		LOCC City Attorneys' Spring Conference (Indian Wells)			
					1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	
May 11 - 17	11	12	13	14	15	16	17
	Mother's Day	5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	9:00am 4:00pm CEPO - Using Social Media to Connect, Inform, and Engage Your Community (City Hall, Walnut Creek) 5:00pm 6:00pm Chamber of Commerce Elected Officials Reception (Time and Location TBD)	9:00am 10:30am Sacramento Central Groundwater Authority Board (10600 Goethe Road, Sacramento) 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Pay Day 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	
	18	19	20	21	22	23	24
May 18 - 24	IIMC Annual Conference (Milwaukee, Wisconsin)					Timesheets Due	
		GFOA Conference (Minneapolis, MN) City Council Regular Meeting 5:30pm 11:00pm City Council Regular Meeting (Community Board Room; Council Chambers) - Mindy Cuppy	Cordova High School Graduation 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	California Downtown Association Annual Conference 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	9:30am 10:30am Sacramento Metropolitan Library Authority Governing Board (County Board of Supervisors Chambers) 5:00pm 7:00pm Leadership Rancho Cordova Graduation (City Hall, American River Rooms)		
	25	26	27	28	29	30	31
		Memorial Day Holiday - City Hall Closed 5:00pm 9:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Special Meeting/Work Session	9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)		Pay Day	Hangtown Motocross (Prairie City OHV)

Apr 27 - May 3

May 4 - 10

May 11 - 17

May 18 - 24

June 2014

DRAFT Council Meeting, Conference and Community Event Calendar

June 2014							July 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Jun 1		2		3		4		5		6		7	
		City Council Special Meeting (4:00) and Regular Meeting (4:00) and Regular Meeting (5:30) (American River North; Community Board Room; Council Chambers) - Mindy Cuppy		Primary Election				2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers,) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)		IAAP California Division Meeting/Conference (Sacramento, CA) Timesheets Due			
8		9		10		11		12		13		14	
		IAAP California Division Meeting/Conference (Sacramento, CA) 5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		City Council Special Meeting/Work Session		9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)		1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)		National Civic League All America City Awards Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)		Flag Day	
15		16		17		18		19		20		21	
National Civic League All America City Awards Father's Day		City Council Regular Meeting 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chambers) 5:30pm 11:00pm City Council Regular Meeting (Community Board Room; Council Chambers) - Mindy Cuppy		10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)		6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)		8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)		82nd Annual Conference of Mayors (Dallas, Texas) Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)			
22		23		24		25		26		27		28	
		5:00pm 9:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		City Council Special Meeting/Work Session				9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (County Board of Supervisors Chambers)		American Library Association (ALA) Annual Conference (Las Vegas, NV) Pay Day			
29		30		Jul 1		2		3		4		5	
American Library Association (ALA) Annual Conference (Las Vegas, NV)													

Jun 1 - 7

Jun 8 - 14

Jun 15 - 21

Jun 22 - 28

AGENDA ITEM 11.2

July 2014

DRAFT Council Meeting, Conference and Community Event Calendar

July 2014							August 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
							31						

Jun 29 - Jul 5	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Jun 29	30	Jul 1	2	3	4	5
			American Library Association (ALA) Annual Meeting (San Francisco, CA) City of Rancho Cordova Anniversary (Indoor Event)		Timesheets Due 2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers,) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Independence Day Holiday - City Hall Closed	
Jul 6 - 12	6	7	8	9	10	11	12
		City Council Special Meeting (4:00) and Regular Meeting (4:00) and Regular Meeting (5:30) (American River North; Community Board Room; Council Chambers) - Mindy Cuppy		9:00am 10:30am Sacramento Central Groundwater Authority Board (10600 Goethe Road, Sacramento)	1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	California State Fair Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	Sister Cities Annual Conference (Florida)
	13	14	15	16	17	18	19
Jul 13 - 19	California State Fair						
	Sister Cities Annual Conference (Florida)		City Council Special Meeting/Work Session	6:30pm 8:30pm Cordova Recreation and	8:00am 9:30am Rancho Cordova Chambers	Timesheets Due	Eppie's Great Race
		5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	Candidate Filing Period for November 4, 2014 Election			
Jul 20 - 26	20	21	22	23	24	25	26
	California State Fair						
	9:00am 3:30pm CEPO - MMACN Summer Signature Symposium (Shannon Community Center, Dublin, CA)	City Council Regular Meeting 5:30pm 11:00pm City Council Regular Meeting (Community Board Room; Council Chambers) - Mindy Cuppy		9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (County Board of Supervisors Chambers) 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chambers)	Pay Day	IAAP Annual Conference (Milwaukee, WI)
AGENDA ITEM 11	27	28	29	30	31	Aug 1	2
	California State Fair	5:00pm 9:00pm Sacramento Regional Transit Board Meeting	City Council Special Meeting/Work Session	Candidate Filing Period for November 4, 2014 Election			
		IAAP Annual Conference (Milwaukee, WI)					

August 2014

DRAFT Council Meeting, Conference and Community Event Calendar

August 2014							September 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

Sunday							Monday							Tuesday							Wednesday							Thursday							Friday							Saturday						
Jul 27							28							29							30							31							Aug 1							2						
																																			Candidate Filing Period for November 4, 2014 Election													
3							4							5							6							7							8							9						
							PROPOSE TO CANCEL REGULAR MEETING							National Night Out														CEPO - Collaborative Community Transformation (La Casa de Maria, Santa Barbara, CA)							Pay Day													
																												2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,							8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)													
10							11							12							13							14							15							16						
							5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)														9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)							Secretary of State Determines Order of 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)							Timesheets Due													
17							18							19							20							21							22							23						
							City Council Regular Meeting 5:30pm 11:00pm City Council Regular Meeting (Community Board Room; Council Chambers) - Mindy Cuppy							10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)							6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)							8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board 10:00am 2:00pm Chamber of Commerce 3:00pm 5:00pm Sacramento Public Library 6:00pm 8:00pm FCUSD - School District							Pay Day													
24							25							26							27							28							29							30						
							5:00pm 9:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)							City Council Special Meeting/Work Session							9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)							9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (County Board of Supervisors Chambers)							Timesheets Due													
31							Sep 1							2							3							4							5							6						

Jul 27 - Aug 2

Aug 3 - 9

Aug 10 - 16

Aug 17 - 23

Aug 24 - 30

AGENDA ITEM 11.2

September 2014

DRAFT Council Meeting, Conference and Community Event Calendar

September 2014							October 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 31	Sep 1	2	3	4	5	6	
Aug 31 - Sep 6	Labor Day Holiday - City Hall Closed	City Council Special Meeting (4:00) and Regular Meeting (4:00) and Regular Meeting (5:30) (American River North; Community Board Room; Council Chambers) - Mindy Cuppy	LOCC Annual Conference & Expo (Los Angeles, CA)			California Capital Airshow	
				2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers,) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Pay Day		
7	8	9	10	11	12	13	
Sep 7 - 13	California Capital Airshow	Write in Candidate Filing Period for November 4, 2014 Election					
		5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Special Meeting/Work Session	9:00am 10:30am Sacramento Central Groundwater Authority Board (10600 Goethe Road, Sacramento) 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	Timesheets Due 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	California Capital Airshow (Mather Airport)
14	15	16	17	18	19	20	
Sep 14 - 20	Write in Candidate Filing Period for November 4, 2014 Election						
	California Capital Airshow (Mather Airport)	City Council Regular Meeting	10:00am 12:00pm Sacramento-Yolo Meeting	6:30pm 8:30pm Cordova Recreation and	8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	Pay Day 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	
	ICMA Annual Conference (Charlotte/Mecklenburg County, North Carolina)						
		5:30pm 11:00pm City Council Regular Meeting (Community Board Room; Council Chambers) - Mindy Cuppy					
21	22	23	24	25	26	27	
Sep 21 - 27	Write in Candidate Filing Period for November 4, 2014 Election						
		5:00pm 9:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Special Meeting/Work Session	9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (County Board of Supervisors Chambers) 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chambers)	Timesheets Due	
	28	29	30	Oct 1	2	3	4
	Write in Candidate Filing Period for November 4, 2014 Election						

AGENDA ITEM 11

Aug 31 - Sep 6

Sep 7 - 13

Sep 14 - 20

Sep 21 - 27

AGENDA ITEM 11.2

October 2014

DRAFT Council Meeting, Conference and Community Event Calendar

October 2014							November 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

Sep 28 - Oct 4	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Sep 28	29	30	Oct 1	2	3	4
				Write in Candidate Filing Period for November 4, 2014 Election			
					2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers,) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Chamber of Commerce Golf Tournament Pay Day	Yom Kippur
	5	6	7	8	9	10	11
Oct 5 - 11	Write in Candidate Filing Period for November 4, 2014 Election						
		City Council Special Meeting (4:00) and Regular Meeting (4:00) and Regular Meeting (5:30) (American River North; Community Board Room; Council Chambers) - Mindy Cuppy		Customer Service Week 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	Timesheets Due 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	
	12	13	14	15	16	17	18
Oct 12 - 18	Write in Candidate Filing Period for November 4, 2014 Election						
		Columbus Day 5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Special Meeting/Work Session	6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	Pay Day 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	
	19	20	21	22	23	24	25
Oct 19 - 25	Write in Candidate Filing Period for November 4, 2014 Election			9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (County Board of Supervisors Chambers) 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chambers)	Timesheets Due	
		City Council Regular Meeting Last Day to Register to Vote for November 4, 2014 Election 5:30pm 11:00pm City Council Regular Meeting (Community Board Room; Council Chambers) - Mindy Cuppy	10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)				
	26	27	28	29	30	31	Nov 1
		5:00pm 9:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Special Meeting/Work Session			Halloween Pay Day	

AGENDA ITEM 11

November 2014

DRAFT Council Meeting, Conference and Community Event Calendar

November 2014							December 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

Oct 26 - Nov 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Oct 26	27	28	29	30	31	Nov 1
Nov 2 - 8							
	2	3	4	5	6	7	8
Nov 9 - 15	Daylight Savings Time Ends - Fall Back	City Council Special Meeting (4:00) and Regular Meeting (4:00) and Regular Meeting (5:30) (American River North; Community Board Room; Council Chambers) - Mindy Cuppy	General Election		2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers,) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Timesheets Due	
	9	10	11	12	13	14	15
Nov 16 - 22		5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	Veterans Day Holiday - City Hall Closed	City Council Special Meeting/Work Session 9:00am 10:30am Sacramento Central Groundwater Authority Board (10600 Goethe Road, Sacramento) 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H S	1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	
	16	17	18	19	20	21	22
Nov 23 - 29		City Council Regular Meeting 5:30pm 11:00pm City Council Regular Meeting (Community Board Room; Council Chambers) - Mindy Cuppy	2014 Congress of Cities and Exposition (Austin, TX)				
			10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	
Dec 1 - 6	23	24	25	26	27	28	29
		5:00pm 9:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)			Thanksgiving Day Holiday - City Hall Closed	Day After Thanksgiving Holiday - City Hall Closed Pay Day	
	30	Dec 1	2	3	4	5	6

Oct 26 - Nov 1

Nov 2 - 8

Nov 9 - 15

Nov 16 - 22

Nov 23 - 29

AGENDA ITEM 11.2

December 2014

DRAFT Council Meeting, Conference and Community Event Calendar

December 2014							January 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Nov 30	Dec 1	2	3	4	5	6	
Nov 30 - Dec 6	ICAS Convention (Las Vegas)					Timesheets Due	
	City Council Special Meeting (4:00) and Regular Meeting (4:00) and Regular Meeting (5:30) (American River North; Community Board Room; Council Chambers) - Mindy Cuppy			2:30pm 3:30pm Sacramento Metro Cable Television Commission Board Meeting (County Board of Supervisors Chambers,) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)			
7	8	9	10	11	12	13	
Dec 7 - 13	Pearl Harbor Remembrance Day	5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Special Meeting/Work Session	9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento) 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chambers)	1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	
	14	15	16	17	18	19	20
Dec 14 - 20		City Council Regular Meeting 5:30pm 11:00pm City Council Regular Meeting (Community Board Room; Council Chambers) - Mindy Cuppy	10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	Hanukkah 8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	
	21	22	23	24	25	26	27
Dec 21 - 27	Hanukkah				Christmas Day Holiday - City Hall Closed	Pay Day	
		5:00pm 9:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		Christmas Eve Holiday - City Hall Closed	9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (County Board of Supervisors Chambers)		
28	29	30	31	Jan 1, 15	2	3	
			New Year's Eve				

AGENDA ITEM 11

Nov 30 - Dec 6

Dec 7 - 13

Dec 14 - 20

Dec 21 - 27

AGENDA ITEM 11.2

MEMORANDUM

DATE: December 2, 2013
TO: Honorable Mayor and Council Members
FROM: Mindy Cuppy, City Clerk
SUBJECT: SELECTION OF MAYOR AND VICE MAYOR



RECOMMENDATION

That Council selects its next Mayor and Vice Mayor for 2014.

RESULT OF RECOMMENDED ACTION

Result of recommended action is that Council appoints its leadership officers, per Resolution No. 5-2004. The ceremonial seating of the new Mayor and new Vice Mayor will take place at the next Council Meeting on December 16th.

BACKGROUND

On January 5, 2004, the City Council adopted Resolution No. 5-2004 to set forth the Council policy that one of its members would be selected as Mayor and one of its members selected as Mayor Pro Tempore at the first regular City Council meeting in December. Subsequently, Council adopted Resolution No. 185-2004 changing to Vice Mayor designation from Mayor Pro Tempore.

ATTACHMENTS

1. Resolution No. 5-2004.
2. Resolution No. 185-2004.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 5-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
SELECTING DATE ON WHICH THE CITY COUNCIL SHALL ANNUALLY SELECT
A MAYOR AND MAYOR PRO TEMPORE**

RECITALS

WHEREAS, Government Code §36801 provides that the City Council shall select one of its members as mayor and one of its members as mayor pro tempore.

NOW, THEREFORE, the City Council of the City of Rancho Cordova resolves that the City Council shall select one of its members as Mayor and one of its members as Mayor Pro Tempore at the first regular City Council meeting in December.

ADOPTED, THIS 5th day of January, 2004 by the following vote:

AYES: Cooley, McGarvey, Sander, Budge, Roberts

NOES: None

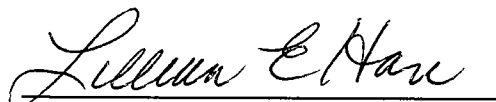
ABSENT: None

ABSTENTIONS: None

APPROVED:


MAYOR

ATTEST:


CITY CLERK

ATTACHMENT 2

RESOLUTION NO. 185-2004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA , CALIFORNIA AMENDING RESOLUTION 31-2004 AND
CHANGING THE DESIGNATION OF MAYOR PRO TEMPORE TO VICE
MAYOR**

WHEREAS, the City Council is desirous of changing the designation of "Mayor Pro Tempore" to "Vice Mayor."

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova does hereby determine and order that:

1. Section 4 and 5 of Resolution No. 31-2003 is amended to replace the "Mayor Pro Tempore" designation with "Vice Mayor" and that
2. That references to "Mayor Pro Tempore" in Resolution No. 5-2004 are hereby amended to be "Vice Mayor."

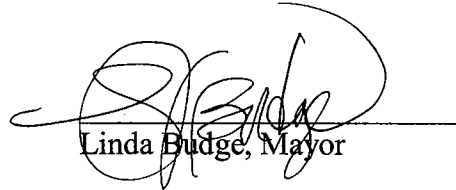
I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 6th day of December, 2004, by the following vote:

AYES: Skoglund, Sander, McGarvey, Cooley, Budge

NOES: None

ABSENT: None

ABSTAIN: None


Linda Budge, Mayor

ATTEST:


Lillian E. Hare, City Clerk

