

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

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

Tuesday, January 21, 2020

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

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

Reverend Michael Dack, with the United Church of Christ, will give the invocation.

5. PRESENTATIONS

- 5.1. Community Enhancement Fund Grant Check Presentations to 1) Cordova Community Council Foundation - Concert Band Enhancements; 2) Folsom Cordova Unified School District - Passenger Van and Outdoor Seating; 3) Folsom Cordova Unified School District - After School Education and Safety (ASES) and Summer Academy.

- 5.2. Introduction of Police Sergeant James Petrinovich and Police Sergeant Kelli Maness-Duncan by Chris Pittman, Police Chief, and Margarita Dronov, Assistant Civil Engineer by Dalia Fadl,

PE, Senior Civil Engineer.

- 5.3. Rancho Cordova Police Department Employee Recognition.
- 5.4. California American Briefing on Upcoming California Public Utilities Commission Rate Case – CALAM

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter 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. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda 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. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of January 6, 2020.
Recommendation: Adopt the Minutes.
- 9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Lease Agreement No. XX-2020 with Center of Praise Ministries, Inc. for 10455 Investment Circle for use for the Rancho Cordova Youth Center.
Recommendation: Adopt the Resolution.
- 9.3. **Subject:** Second reading of an Ordinance amending the Rancho Cordova Municipal Code related to Title 22 (Land Development), Chapter 22.40 Park and Recreation Dedication and Fees.
Recommendation: Waive the second reading and adopt an Ordinance.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1. **Subject:** Montelena Village 7 Tentative Subdivision Map Amendment. DD9920. Northwest corner of Chrysanthy Boulevard and Rancho Cordova Parkway.
Recommendation: Adoption of the Resolution would approve the applicant's request to amend the Montelena Village 7 tentative subdivision map. The subdivision map would allow for the construction of homes on individual lots and the sale of lots.
- 10.2. **Subject:** The Ranch Special Planning Area Second Ordinance Reading for the Rezone to The Ranch Special Planning Area and Development Agreement. DD9725. South of Douglas Boulevard and East of Rancho Cordova Parkway.
Recommendation: Waive second reading and adopt the Ordinances.

11. PUBLIC HEARING ITEMS

- 11.1. **Subject:** Ordinance Amending the Municipal Code and Resolutions Related to Rental Housing

Recommendation: Continue the item to February 3, 2020.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** Technology Initiatives Update.

Recommendation: Receive Technology Initiatives Update.

12.2. **Subject:** Evaluation of Speed Limits in School Zones.

Recommendation: Receive staff presentation summarizing options for reduced speed limits on roads adjacent to schools.

12.3. **Subject:** Community Enhancement Fund Update Including Financial Recap and Project Updates.

Recommendation: Receive financial updates, review fiscal year 2020/2021 grant timeline, and provide direction on some Community Enhancement Fund projects.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT TO CLOSED SESSION

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

15. CLOSED SESSION CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION ITEMS

Council will adjourn to Closed Session to discuss the following item:

CONFERENCE WITH LEGAL COUNSEL: Pursuant to Government Code Section 54956.9 (d)(2) Anticipated Litigation. Significant Exposure to Litigation (One Case).

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

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.

UPCOMING MEETINGS

January 28, 2020	3:00 PM Special Meeting/Work Session
February 3, 2020	4:00 PM Special Meeting/Regular Meeting
February 18, 2020	5:30 PM Regular Meeting
February 25, 2020	5:30 PM Special Meeting/Work Session
March 2, 2020	5:30 PM Regular Meeting
March 16, 2020	4:00 PM Special Meeting/Regular Meeting
March 24, 2020	5:30 PM Special Meeting/Work Session
April 6, 2020	4:00 PM Special Meeting/Regular Meeting
April 14, 2020	5:30 PM Special Meeting/Work Session
April 20, 2020	5:30 PM Regular Meeting
May 4, 2020	4:00 PM Special Meeting/Regular Meeting
May 12, 2020	5:30 PM Special Meeting/Work Session
May 18, 2020	5:30 PM Regular Meeting
June 1, 2020	4:00 PM Special Meeting/Regular Meeting
June 15, 2020	5:30 PM Regular Meeting
June 23, 2020	5:30 PM Special Meeting/Work Session
July 6, 2020	4:00 PM Special Meeting/Regular Meeting
August 3, 2020	4:00 PM Special Meeting/Regular Meeting
August 17, 2020	5:30 PM Regular Meeting
August 25, 2020	5:30 PM Special Meeting/Work Session
September 8, 2020	4:00 PM Special Meeting/Regular Meeting
September 21, 2020	5:30 PM Regular Meeting
September 29, 2020	5:30 PM Regular Meeting/Work Session
October 5, 2020	4:00 PM Special Meeting/Regular Meeting
October 13, 2020	5:30 PM Special Meeting/Closed Session
October 19, 2020	5:30 PM Regular Meeting
October 27, 2020	5:30 PM Special Meeting/Closed Session
November 2, 2020	5:30 PM Regular Meeting
November 10, 2020	5:30 PM Special Meeting/Work Session
November 16, 2020	4:00 PM Special Meeting/Regular Meeting
December 7, 2020	4:00 PM Special Meeting/Regular Meeting
December 15, 2020	5:30 PM Special Meeting/Work Session
December 21, 2020	5:30 PM Regular Meeting

If you have any technical questions related to the agenda items, please contact City Hall at (916) 851-8700.

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. 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.

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, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the January 21, 2020 Regular Meeting of the Rancho Cordova City Council was posted and available for review on January 17, 2020 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.cityofranhocordova.org.

Signed January 17, 2020 at Rancho Cordova, California.

A handwritten signature in blue ink that reads "Stacy Leitner".

Stacy Leitner, City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

**3:00 PM – Special Meeting
David B. Roberts Council Chambers**

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

Monday, January 6, 2020

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

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Member Terry called the Special meeting to order in the David B. Roberts Council Chambers at 3:16 P.M.

Council Members Present: Linda Budge, Garrett Gatewood (Arrived at 3:30 P.M.), Robert McGarvey, Donald Terry and Mayor David Sander(Arrived at 3:45 P.M.)

Council Members Absent: None.

Staff Members Present: Cyrus Abhar, Stacy Leitner, Adam Lindgren, and Persephonie Riley.

2. PUBLIC COMMENT

Council Member Terry opened the public comment period. Seeing no speakers, Council Member Terry closed the public comment period.

3. SPECIAL MEETING ITEM

- 3.1. **Subject:** CivicClerk Agenda Management Software Demonstration and Training

Recommendation: Receive information and participate in a continued demonstration and training of the CivicClerk Agenda Management Software.

ACTION: Council received information and participated in a demonstration and training of the CivicClerk Agenda Management Software.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor McGarvey will adjourn the special meeting to regular meeting in the David B. Roberts Council Chambers.

Mayor Sander adjourned the special meeting to the regular meeting in the David B. Roberts Council Chambers at 4:23 P.M.

5. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Regular meeting to order in the David B. Roberts Council Chambers at 5:32 P.M.

Council Members Present: Linda Budge, Garrett Gatewood, Robert McGarvey, Donald Terry and Mayor David Sander.

Council Members Absent: None.

Staff Members Present: Cyrus Abhar, Stacy Leitner Adam Lindgren and Persephonie Riley.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

7. PLEDGE OF ALLEGIANCE

Shelly Blanchard led the Pledge.

8. INVOCATION

Olga Hermann of Oasis Christian Ministries gave the invocation.

9. PRESENTATIONS

- 9.1. Community Enhancement Fund Grant Check Presentations to 1) Elk Grove Unified School District; 2) Folsom Cordova Unified School District - Mitchell Middle School Field Trip and Murals; 3) Folsom Cordova Unified School District - Cordova High School Musical Production; 4) Cordova Community Council Foundation; 5) Folsom Lake College Foundation.

10. PUBLIC COMMENT

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

1. Russel Henley
2. Dale Paige

11. COUNCIL REPORTS

12. CITY MANAGER'S REPORT

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to Approve item 13.1 through 13.3 by Linda Budge
second by Donald Terry;
Motion Passed with a 5:0

- 13.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of December 16, 2019.

Recommendation: Adopt the Minutes.

- 13.2. **Subject:** Second Reading of an Ordinance Amending Sections of the Rancho Cordova Municipal Code Related to Title 23 Zoning Code, Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 7, Site Planning and Development Standards, and Article 9 Specific Use Provisions

Recommendation: Waive the second reading and adopt the Ordinance.

- 13.3. **Subject:** Approval of Council Member Appointments to Regional Boards, Commissions, and Committees

Recommendation: That Council confirms commitments to serve on other agency boards, commissions, and committees.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 14.1. **Subject:** Jonathan Hsu Dental Office Conditional Use Permit (CUP); Project No. DD9914 - A CUP for a Dental Office Located at 11121 Sun Center Drive, Suite E Within the City's Convention Overlay Zoning District.

Recommendation: Determine the project Exempt per Categorical Exemption Section 15301, Existing Facilities, and adopt the Resolution for a Conditional Use Permit.

ACTION: Motion to Approve item 14.1. by Donald Terry second by Linda Budge;
Motion Passed with a 5:0

- 14.2. **Subject:** 2440 East Tiffany Lane Solar Trellis Conditional Use Permit No. DD9906. For a 192 Square Foot Solar Trellis Located Within the 60-Foot Setback of the American River Parkway Corridor Erosion Zone.

Recommendation: Staff recommends that the City Council find the project categorically exempt from further California Environmental Quality Act (CEQA) review and adopt the Resolution approving the Conditional Use Permit for the 2440 E. Tiffany Lane solar trellis project subject to the findings, Project Plans with conditions as follows: 1) The solar panels shall be a dark non-reflective type. 2) The applicant shall obtain a building permit for the trellis structure and solar panels.

Mayor Sander recused himself due to the proximity of his residence to the property in item 14.2.

ACTION: Motion to Approve item 14.2. by Linda Budge second by Donald Terry;
Motion Passed with a 4:0

15. PUBLIC HEARING ITEMS

- 15.1. **Subject:** Sunrise Palms; Conditional Use Permit, Administrative Use Permit, Major Design Review and Request for a Letter of Public Convenience and Necessity; Project No. DD9841 – Located at 3251 and 3261 Sunrise Boulevard (Northeast Corner of Sunrise Boulevard and Monier Circle), 072-0410-094-0000.

Recommendation: Staff recommends that the City Council find the project categorically exempt from further California Environmental Quality Act (CEQA) review and adopt the Resolution approving the Conditional Use Permit, Administrative Use Permit, Major Design Review, and Letter of Public Convenience and Necessity for alcohol beverage sales for wine and beer within the convenience store subject to the findings, Project Plans and Conditions of Approval.

Mayor Sander opened the public comment period. The following individual addressed the Council:

1. Tera Kolvenbach

ACTION: Motion to Approve item 15.1. by Donald Terry second by Robert McGarvey;
Motion Passed with a 3:1

AYES: Robert McGarvey, David Sander, Donald Terry

NOES: Garrett Gatewood

ABSTAIN: Linda Budge

- 15.2. **Subject:** An Ordinance amending the Rancho Cordova Municipal Code related to Title 22 (Land Development), Chapter 22.40 Park and Recreation Dedication and Fees

Recommendation: Introduce and waive the first reading of the Ordinance that will incorporate new factors for age-restricted single-family and multi-family dwelling units.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Motion to Approve item 15.2. by Linda Budge second by Donald Terry;
Motion Passed with a 5:0

- 15.3. **Subject:** The Ranch Special Planning Area– PROJECT NO. DD9725 – General Plan Amendment, Rezone to The Ranch Special Planning Area, Development Agreement, Affordable Housing Plan, Large Lot and Small Lot Tentative Subdivision Map.

Recommendation: Recommend the City Council approve The Ranch Special Planning Area, a project that proposes mixed use development on approximately 530 acres east of Rancho Cordova Parkway and south of Douglas Boulevard:

- Adopt the Resolution Certifying The Ranch Environmental Impact Report and

Adopting Environmental Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Plan for the Ranch Special Planning Area.

- Adopt the Resolution approving a General Plan Amendment, and Large Lot and Small Lot Tentative Subdivision Maps with attached Conditions of Approval.
- Introduce and waive the first reading of the Ordinance Approving the Rezone for The Ranch Property from Agricultural 80 to The Ranch Special Planning Area which would establish a land plan, zoning standards, and design guidelines, as well as preliminary phasing plans.
- Introduce and waive the first reading of the Ordinance Approving the Development Agreement and Appendices for The Ranch project.
- Adopt the Resolution Approving the Ranch Affordable Housing Plan.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Motion to Approve item 15.3. by Donald Terry second by Garrett Gatewood;
Motion Passed with a 5:0

16. REGULAR CALENDAR ITEMS

16.1. Subject: Technology Initiatives Update

Recommendation: Receive Technology Initiatives Update.

ACTION: This item was postponed to a future Council Meeting.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

18. ADJOURNMENT

Mayor Sander adjourned the meeting in memory of Lynn Robie and Greg Judd at 8:42 P.M.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



DATE: January 21, 2020
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, City Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE LEASE AGREEMENT NO. XX-2020 WITH CENTER OF PRAISE MINISTRIES, INC. FOR 10455 INVESTMENT CIRCLE FOR THE PURPOSE OF THE RANCHO CORDOVA YOUTH CENTER.**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Lease Agreement No. XX-2020 with Center of Praise Ministries, Inc. for 10455 Investment Circle for the purpose of a Rancho Cordova Youth Center.

BACKGROUND

The Center of Praise Ministries, Inc. was established in 1989 and has been active within the Rancho Cordova community since. The initial church was located in Rancho Cordova at 10455 Investment Circle prior to moving to Sacramento. The Center of Praise Ministries, Inc. has a strong desire to enrich the lives and provide positive opportunities for the youth of Rancho Cordova. The Founding and Senior Pastor Bishop Parnell Lovelace, Jr. of The Center of Praise Ministries, Inc. reached out to the City of Rancho Cordova and the Rancho Cordova Police Activities League to partner to establish a Rancho Cordova Youth Center at their property located at 10455 Investment Circle. Discussions between the Senior Pastor, City Manager and Police Chief, in consultation with the City Attorney, led to the attached proposed lease.

The lease agreement with The Center of Praise Ministries, Inc. allows the City of Rancho Cordova to use the property for youth related activities, including, but not limited to the following:

- Before and After School Programs
- Tutoring Programs
- Literacy and Math Development Classes
- Police Activities League
- Use by Organized Youth Programs, Youth Clubs and Youth Sports Leagues

- Classes in Workforce Readiness and Job Training.

The lease agreement covers the facility and premises located at 10455 Investment Circle for an approximate square footage of 9,220 on an approximately 1.75 acres parcel. The Center of Praise Ministries, Inc. will maintain one office on the site for their non-profit arm Serve Sacramento office which serves the youth of the community. The lease length is for 25 years at One Dollar annually with the option to renew for an additional 25 years.

FISCAL IMPACT AND FUNDING SOURCE

The lease agreement will have no fiscal impact for the lease to the General Fund.

There are additional costs still being determined by staff, including capital infrastructure costs and ongoing operation (programming) and maintenance costs for the facility. The City has been working with Roebbelen, a construction management firm, for a preliminary evaluation of the building. Roebbelen provided these services pro-bono as a service to the community. The City has also retained CH&D Architects to provide design options for the building remodel.

Staff has initiated discussion with various youth organizations to identify potential needs and opportunities in the community for youth programs. Staff will return to the City Council with recommendations that incorporate the input from the various youth organizations to finalize the design plans for the building remodel. At the conclusion of these discussions, staff will present the capital infrastructure requirements necessary to operate the facility as a Youth Center along with an operational plan which will include programming and maintenance costs. Remodeling and operating costs could vary widely depending on the improvements, programs and donor support.

ATTACHMENT(S)

1. Resolution
2. Rancho Cordova - Center of Praise Lease Agreement
3. Site Map - 10455 Investment Circle

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING A LEASE BY AND BETWEEN THE CITY OF RANCHO CORDOVA
AND THE CENTER OF PRAISE MINISTRIES, INC. FOR PROPERTY LOCATED AT 10455 INVESTMENT
CIRCLE**

WHEREAS, the City of Rancho Cordova ("City") desires to lease the real property ("Premises") owned by the Center of Praise Ministries at 10455 Investment Circle for the purpose of a Youth Center; and

WHEREAS, City staff has negotiated a lease for the Premises ("Lease"), in the form attached hereto; and

WHEREAS, the City Council has been provided with a copy of the Lease and has reviewed it and the accompanying Staff Report, and has considered the Lease at a duly-noticed public meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA hereby:

1. Finds and determines that the above recitals are true and correct.
2. Approves the Lease, substantially in the form attached hereto, together with such changes and modifications approved by the City Attorney that do not materially or substantially increase the City's obligations thereunder.
3. Authorizes the City Manager or his designee to execute the Lease and such other and further related documents, and to take such other and further actions reasonably necessary, to carry out the intention of this Resolution.
4. The City Clerk shall certify to the adoption of this Resolution.
5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of January 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David M. Sander, Mayor

Stacy Leitner, CMC
City Clerk

LEASE AGREEMENT

by and between the

THE CITY OF RANCHO CORDOVA

and

CENTER OF PRAISE MINISTRIES, INC.

A California Nonprofit Religious Corporation

January ___, 2020

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This LEASE AGREEMENT (this “**Lease**” or this “**Agreement**”), dated as of January __, 2020 (the “**Effective Date**”), is entered into by and between the Center of Praise Ministries, Inc, A California Nonprofit Religious Corporation, the (“**Landlord**”) and the City of Rancho Cordova, a California municipal corporation (the “**City**”). Landlord and City are hereafter each referred to as a “**Party**” and collectively referred to as the “**Parties.**”

RECITALS

C

A. The Landlord is the owner of fee title to real property located at 10455 Investment Circle, City of Rancho Cordova (the “**Property**”), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. The Property is improved with a one-story building, consisting of approximately 9,220 square feet (the “**Premises**”), as depicted in Exhibit B attached hereto and incorporated herein by this reference.

C. The Landlord is willing to lease the Property and the Premises to the City for the City to use and improve; provided that the City restrict the use of the Property and the Premises to youth related activities (the “**Permitted Use**”), as set forth in this Agreement.

D. The City has determined that this Agreement is consistent with the General Plan and will be of benefit to the health and welfare of the citizens of the City

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the City hereby agree as of the Effective Date as follows.

ARTICLE I DEFINITIONS; DEMISE OF PROPERTY

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section. Additional definitions are set forth in the Recitals and the text of this Agreement.

- (a) “**Applicable Laws**” is defined in Section 5.3.
- (b) “**Rent**” is defined in Section 2.2.
- (c) “**Claims**” is defined in Section 3.2.
- (d) “**Commencement Date**” is defined in Section 2.1.

- (e) **“Expiration Date”** is defined in Section 2.1.
- (f) **“Fixtures”** is defined in Article IV.
- (g) **“Force Majeure”** is defined in Section 15.1.
- (h) **“Hazardous Materials”** is defined in Section 7.4.1.
- (i) **“Hazardous Materials Claims”** is defined in Section 7.2(c).
- (j) **“Hazardous Materials Laws”** is defined in Section 7.4.2.
- (k) **“Impositions”** is defined in Section 3.1.
- (l) **“Improvements”** is defined in Section 5.1.
- (m) **“Indemnitees”** is defined in Section 3.2.
- (n) **“Lease Termination”** is defined in Section 2.1.
- (o) **“Premises”** is defined in Recital B.
- (p) **“Property”** is defined in Recital A.
- (q) **“Remedial Work”** is defined in Section 7.2(e).
- (r) **“Permitted Use”** is defined in Recital C and Article IV.
- (s) **“Term”** is defined in Section 2.1.

1.2 Incorporation of Recitals. The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

1.3 Creation of Lease. Landlord hereby leases to City, and City hereby leases from Landlord, the Premises for the Term subject to the terms and conditions and for the purposes set forth in this Agreement.

ARTICLE II TERM OF LEASE; RENT; RIGHT OF FIRST REFUSAL

2.1 Term. The term of this Agreement (the **“Term”**) shall commence on January ____, 2020 (the **“Commencement Date”**), and unless terminated earlier pursuant to the provisions hereof, shall expire on the 25th annual anniversary of the Commencement Date (the **“Expiration Date”**). The expiration of the Term or the sooner termination of this Agreement shall be referred to as **“Lease Termination.”** The Parties agree to execute

and record a Memorandum of this Lease in the Official Records of Sacramento County in accordance with Section 15.5.5 of this Agreement.

Provided that no default exists under this Lease, the City shall have the option to extend the Term of this Agreement for one (1) twenty-five-year period upon one-hundred eighty days prior written notice to Landlord.

2.2 Rent. On the Commencement Date, and on each anniversary of the Commencement Date during the Term, and any extension of the Term, the City shall pay to the Landlord rent for the Premises ("**Rent**") in the amount of One Dollar (\$1.00).

2.3 Additional Rent. As additional Rent, the City shall pay and discharge when due, all Impositions described in Article III, including but not limited to all insurance premiums, utility costs, and all other liabilities and obligations which the City assumes or agrees to pay or undertake pursuant to this Agreement.

2.4 Triple Net Lease. This is a triple net lease to the Landlord. It is the intent of the Parties that the Rent shall be an absolutely net return to the Landlord and that the City shall pay all costs and expenses relating to the Property and the Premises of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Premises; real property taxes; rent taxes; gross receipt taxes (whether assessed against the Landlord or assessed against the City and collected by the Landlord, or both); water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Premises.

2.5 Right of First Refusal. Landlord hereby grants to City the right to purchase all or any portion of the Property on the following terms and conditions (the "**Right of First Refusal**"):

(a) If, at any time during the Term, Landlord desires to enter into an agreement to sell all or any portion of the Property to a third party on terms acceptable to Landlord and such third party (the "**Refusal Offer**"), Landlord shall deliver to City a notice (the "**Acquisition Notice**") setting forth the name of the prospective purchaser and the terms and conditions of such Refusal Offer.

(b) City shall have thirty (30) days from receipt of the Acquisition Notice to exercise its Right of First Refusal by delivering notice thereof to Landlord. Delivery of such notice shall obligate City to purchase the Property (or the applicable portion thereof) on the date which is sixty (60) days after receipt of the Acquisition Notice (or any earlier date requested by City) and on the terms and conditions set forth in the Acquisition Notice. In the event City shall not elect to exercise its Right of First Refusal or fails to timely deliver

notice within the thirty (30) day period, City shall conclusively be deemed to have waived its Right of First Refusal as to the transaction described in the Acquisition Notice in question and Landlord may thereupon proceed to sell the Property (or portion thereof) on the terms and conditions and to the party specified in the Acquisition Notice in question, and in the event the Property (or portion thereof) is sold as set forth in the Acquisition Notice in question, the Right of First Refusal shall be a continuing right applicable to any future sales, and this Lease shall remain in full force and effect. If the terms and conditions of the Refusal Offer are changed in a manner more favorable to the buyer, then Landlord shall treat the same as a new Refusal Offer and Landlord shall submit a new Acquisition Notice to City in connection therewith.

ARTICLE III TAXES, ASSESSMENTS AND OTHER CHARGES

3.1 Impositions. Throughout the Term, the City shall pay prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Property and the Premises or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by the City from subtenants or licensees, (c) any use or occupancy of the Premises or part thereof, or (d) this transaction or any document to which the City is a party creating or transferring an estate or interest in the Premises or part thereof. All of the foregoing are hereinafter referred to as “**Impositions.**”

3.1.1 Installments. If by law any Imposition is payable, or may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), the City may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine or penalty may be added thereto for the nonpayment of any such installment and interest. Any Impositions relating to tax years that are only partially included in the Term of this Agreement shall be prorated between the City and the Landlord.

3.1.2 Evidence of Payment. Upon request by the Landlord, the City shall furnish, in form satisfactory to the Landlord, evidence of payment prior to delinquency of all Impositions payable by the City.

3.2 City Right to Contest. The City shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending the City’s covenant to pay any such Imposition at the time and in

the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all Applicable Laws and otherwise in a manner that does not subject the Landlord's title to the Property to foreclosure or forfeiture. The City shall indemnify, defend, and hold the Landlord and its board members, employees, agents and representatives (all of the foregoing, collectively the "**Indemnitees**") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "**Losses**") arising as a result of or in connection with any such contest brought by the City. During any contest of an Imposition, the City shall (by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the Landlord's title, reversion or other interest in the Property or the Premises. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 3.2, the City shall immediately pay such Imposition and all costs and expenses relating to such challenge.

3.3 City Duty to File. The City shall have the duty of making or filing any declaration, statement or report which may be necessary or advisable in connection with the determination, equalization, reduction or payment of any Imposition which is or which may become payable by the City under the provisions of this Article III, and shall notify the Landlord in writing upon making such filing, declaration, statement or report, and the Landlord shall not be responsible for the contents of any such declaration, statement or report; provided however, the Landlord shall cooperate with the City in connection with the foregoing, including joinder in any application pertaining thereto to the extent required under Applicable Law, all at no cost to the Landlord.

ARTICLE IV USE OF PROPERTY

4.1 Permitted Uses. The City is only permitted to use the Property and the Premises for youth related activities. For purposes of this Agreement, "Youth Related Activities" must be broadly defined and interpreted, and generally means activities that serve the youth of the community and promote juvenile health, wellness and life skills (the "**Permitted Uses**"), including but not limited to the following:

- Before and After School Programs
- Tutoring Programs
- Literacy and Math Development Classes
- Police Activities League
- Use by Organized Youth Programs, Clubs, and Youth Sports Leagues
- Classes in Workforce Readiness and Job Training

The facility may be used at any time during a twenty-four hour period for the Permitted Uses. The City may charge the fees set forth in the City fee schedule, as it will be updated from time to time, for the use of the facility for the Permitted Uses.

4.2 Prohibited Uses. The City shall not use the Property or the Premises for (i) drug rehabilitation programs or (ii) as a homeless shelter.

4.3 Failure to Use Premises becomes Default. The City's failure to use the Premises for the Permitted Uses in accordance with this Agreement shall be grounds for termination of this Agreement pursuant to Article XIV. The City agrees and acknowledges that operating a full-time Youth-Related Activities facility is a material obligation under this Agreement and the failure of the City to operate such a facility during the Term of this Agreement shall be deemed a material breach of this Agreement.

4.4 Landlord Office. City shall provide an office to Landlord on the premises at no cost to the Landlord, for the Landlord's use as the "Serve Sacramento, INC" office. This office shall be utilized to service the youth in the community of Rancho Cordova. The office shall be approximately 10 foot by 26 foot in dimension and located in the southeast corner of the structure. The office will have an entrance/exit door facing north into the lobby. The office will span generally east to west on the south wall starting from the southeast corner.

ARTICLE V ALTERATIONS AND NEW CONSTRUCTION

5.1 Changes and Alterations. Landlord and City hereby agree that the City will need to make changes, alterations and/or additions to the Premises (collectively, the "Improvements") in order to effectively use the Property and the Premises for the Permitted Uses set forth in this Agreement. All Improvements shall be made at the City's sole cost and expense and shall comply with all of the following:

(a) The Improvements, if and when completed, shall not materially impair the value of the Premises.

(b) The Improvements shall be necessary or desirable for the Permitted Uses.

(c) The Improvements shall be made in a good and workmanlike manner and in accordance with all applicable permits and all Applicable Laws.

(d) During the construction of any Improvements in, to or of, the Premises, or the permitted demolition or new construction or any restoration, the City shall comply with the insurance requirements set forth in Section 9.2, which policy or policies by endorsement thereto, if not then covered, shall also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Premises.

(e) Prior to commencement of any construction, change, alteration or repair, the City shall deliver to the Landlord not later than ten (10) business days written notice of the proposed work, a general description of the proposed work and sufficient

information to permit the Landlord to post a notice of nonresponsibility on the Property and/or Premises.

5.2 Right to Demolish. Notwithstanding any other provisions of this Article V, the City has the right to remove any structure or facility located on the Property or the Premises during the Term, subject to the obligation of the City to reconstruct a similar or larger facility, and to construct or reconstruct new Improvements that will permit the City to provide the Permitted Uses.

5.3 Compliance with Laws. The City shall carry out the construction of the Improvements in conformity with all applicable state and federal laws and regulations. All of the foregoing state, federal and local laws, regulations and ordinances are hereafter referred to as the “**Applicable Laws**.”

5.4 Indemnity. In lieu of and notwithstanding any statute, regulation or rule that may otherwise affect the terms of this Agreement, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead the City and the Landlord agree to the following:

The City shall defend (with counsel reasonably acceptable to the Landlord), indemnify and hold harmless the Indemnitees from and against any and all present and future Losses arising during the Term of this Agreement from or in connection with the City's (including its employees, agents, representatives, guests, invitees, contractors, and consultants) (collectively, the “**City Parties**”) arising out of or related to (1) failure to comply with all Applicable Laws relating to the operation or maintenance of the Premises or the Improvements, (2) any breach of this Agreement, (3) the City Parties' activities or performance under this Agreement (“**Claim**”), whether such Claim shall be discovered before or after Lease Termination. The City's indemnity obligations under this Section 5.4 shall not extend to Claims to the extent they arise as a result of the Indemnitees' gross negligence or willful misconduct.

At its sole discretion, the Landlord may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the City of any obligation imposed by this Agreement. The Landlord shall notify the City promptly of any Claim, action or proceeding and cooperate fully in its defense.

The Landlord agrees to defend, indemnify and hold harmless the City and the City Parties from any claim, action or proceeding against the City Parties arising solely out of the gross negligence or willful misconduct of the Landlord in the performance of this Agreement. At its sole discretion, the City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the Landlord of any obligation imposed by this Agreement. The City shall notify the Landlord promptly of any claim, action or proceeding and cooperate fully in the defense.

5.5 Mechanic's Liens. Subject to the right to contest the same prior to payment, the Parties agree and shall keep the Premises and the Property free and clear of all

mechanics' liens and other liens on account of work done by or for a Party. Each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party) and hold such Party's Indemnitees harmless from and against all liability, loss, damages, costs and expenses (including reasonable attorney's fees) incurred by or brought against a Party for claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to a Party or persons claiming under it. In the event any lien is recorded, the appropriate Party shall, within twenty (20) days following such recordation, cause such lien to be removed of record by bonding or otherwise.

5.6 Ownership of Improvements. All Improvements constructed on the Property or the Premises immediately become the property of the City; provided that upon termination of this Agreement, title to all Improvements shall be automatically transferred to Landlord. In the event that Landlord terminates this Agreement, Landlord shall reimburse City for the depreciated value of the cost of the construction of the Improvements, as set forth in Section 13.4.2. For purposes of this Agreement, depreciated value shall be determined in accordance with generally acceptable accounting principals used by governmental agencies as determined by the Governmental Accounting Standards Board.

ARTICLE VI NONDISCRIMINATION, MAINTENANCE

6.1 Uses. The City may use the Premises for the operation of the Premises and the Property for the Permitted Uses as described herein and for no other purposes without the prior written consent of the Landlord. The City shall not use or permit the Premises to be used in whole or in part during the Term for any purpose other than as permitted pursuant to this Agreement.

6.2 Nondiscrimination. The City herein covenants by and for the himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased.

6.3 Easements; Reservation of Rights. The Landlord reserves the right to locate and construct its own utilities and to grant nonexclusive easements across the Property for utility and other purposes including the installation, maintenance, repair and replacement of utilities; provided that the exercise of such rights do not unreasonably interfere with the City's use of the Premises for the purposes set forth herein.

6.4 Maintenance. At the City's sole cost and expense throughout the Term, the City shall operate, maintain and manage the Premises including all landscaping and improvements thereon in good order and repair and in neat, clean sanitary and safe

condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. The City shall ensure that the Premises is served by adequate lighting in accordance with applicable building codes. The City shall keep and maintain all portions of the Premises in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti.

6.5 City Right to Contest. The City shall have the right to contest by appropriate proceedings, in the name of the City, and without cost or expense to the Landlord, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability against the Premises or City's interest therein, and without subjecting the City or the Landlord to any liability, civil or criminal, for failure so to comply therewith, the City may delay compliance therewith until the final determination of such proceeding. The City shall indemnify, defend (with counsel approved by the Landlord), protect and hold the Indemnitees harmless from and against all Claims arising in connection with any such contest brought by the City. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

7.1 Condition of the Premises.

7.1.1 AS-IS Condition. The City will lease the Premises in its "AS IS" condition as such condition exists as of the Commencement Date.

7.1.2 No Representations. The City acknowledges that except as expressly set forth herein, the Landlord makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the City's purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of the City or the Landlord hereunder. The City shall rely solely on its own independent investigation and judgment as to all matters relating to the Land. The City acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as City deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions and shall lease the Property in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The City further acknowledges that the Landlord has made available all data and information on the Property available to the Landlord, but without warranty or representation by the Landlord as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

7.2 City's Covenants. The City hereby covenants and agrees that throughout the Term:

(a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and the City shall not cause or permit the Premises or any portion thereof to be in violation of any Hazardous Materials Laws.

(b) The City shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall the City permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used in construction, operation, use or maintenance of restaurant facilities, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, the City shall immediately advise the Landlord in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the City, the Premises or the Property pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against the City, the Premises or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Premises or the Property; or (iv) City's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims.**" The Landlord shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by the City.

(d) Without the Landlord's prior written consent, which shall not be unreasonably withheld, the City shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises or the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the Landlord agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

(e) If the presence of any Hazardous Material on the Premises or the Property results in any contamination of the Property in violation of Hazardous Materials Laws, except to the extent such contamination is caused by the City or the Landlord, the City

shall promptly take all actions at its sole expense as are necessary to remediate the Property as required by law; provided that the Landlord's approval of such actions shall first be obtained, which approval may be withheld in the Landlord's reasonable discretion. All costs and expenses of any Remedial Work shall be paid by the City, it being understood that the Landlord shall incur no cost, expense or liability in connection with any Remedial Work. The Landlord shall have the right, but no obligation, to join and participate in, as a party if it so elects at the Landlord's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, "**Remedial Work**" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Premises or the Property.

7.3 Environmental Indemnity. The City shall indemnify, defend (with counsel reasonably acceptable to the Landlord) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of the City, the City's employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws, or (iii) the breach by the City of any of its covenants contained in this Article VII. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 7.3 shall survive the expiration or earlier termination of this Agreement.

7.4 Definitions.

7.4.1 Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous

waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

7.4.2 Hazardous Materials Laws. As used herein “**Hazardous Materials Laws**” means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 7.4.1, as any of the foregoing may be amended from time to time.

ARTICLE VIII [RESERVED]

ARTICLE IX INDEMNITY AND INSURANCE

9.1 Indemnity. The City shall indemnify, defend (with counsel reasonably acceptable to the Landlord) and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by the City on the Premises, (iv) any breach or default by the City in the performance of any covenant or agreement to be performed by the City pursuant to the terms of this Agreement, (v) any gross negligence of the City, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Premises, and (vii) the furnishing of labor or materials by the City or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the Landlord by reason of any such Claim, the City, upon notice from the Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Landlord. If an insurer under insurance required to be

maintained by the City hereunder shall undertake to defend the Landlord under a reservation of rights with respect to ultimate coverage and the Landlord shall reasonably deem it necessary to retain independent counsel with respect to such matter, the City shall pay the reasonable fees of such counsel. The obligations of the City under this Article IX shall not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

9.2 Insurance Requirements. The City shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the Landlord as additional insured and/or loss payee:

a. Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Premises with a policy limit of at least Two Million Dollars (\$2,000,000) per occurrence.

b. City shall maintain property insurance covering all risks of loss including flood (if required) for 100% of the replacement value of the Premises, the Fixtures and any Improvements, naming the Landlord as loss payee as its interests may appear.

c. Workers' compensation insurance that complies with the statutory requirements of the state of California.

d. Automobile liability insurance for owned, hired and non-owned vehicles, with a combined single limit of at least One Million Dollars (\$1,000,000).

If the City undertakes the construction of the Improvements pursuant to Article V, the City shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 9.2.

The City is permitted to satisfy any and all of the insurance requirements through the provision of self-insurance at the City's sole discretion.

ARTICLE X DAMAGE AND DESTRUCTION

10.1 Damage or Destruction. In the event of any damage to or destruction to the Property or the Premises during the Term, the City shall elect by written notice delivered to Landlord within one hundred eighty (180) days following the date of the occurrence of the damage to either remove the Premises or restore and rebuild the Premises to be useable for the Permitted Use, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Premises, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as

possible and shall commence reconstruction of the Premises by the date upon which insurance proceeds are made available for such work, or such reasonable period of time that is necessary to design a new Premises facility and to get such approvals and permits that are necessary to construct the new Premises facility.

If the City does not elect to restore the Premises to be useable for the Permitted Use the Landlord may exercise its right to terminate this Agreement pursuant to Section 14.3. This Agreement shall terminate upon delivery of written notice of Termination by Landlord to the City. If this Agreement is terminated pursuant to this paragraph on or before January 1, 2030, the City shall pay to Landlord the fair market value of the Premises at the time of damage or destruction.

10.2 Notice Required. In the event of material damage to or destruction of the Premises, or any part thereof, the City shall promptly give the Landlord notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article X, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds One Hundred Thousand Dollars (\$100,000).

ARTICLE XI LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

If the City shall at any time fail to pay any Imposition or other charge payable by the City to a third party as required by this Agreement, or to comply with the requirements set forth in Section 9.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Agreement, then the Landlord, after thirty (30) days' written notice to the City and without waiving or releasing the City from any obligation of the City hereunder, may (but shall not be required to): (i) pay such Imposition or other charge payable by the City; (ii) pay for and maintain the insurance policies required pursuant to this Agreement, or (iii) make such other payment or perform such other act on the City's part to be made or performed under this Agreement; and the Landlord may enter upon the Premises for such purpose and take all such action thereon as may be reasonably necessary therefor.

All sums paid by the Landlord and all costs and expenses incurred by the Landlord in connection with any such payment or the performance of any such act shall constitute additional Rent payable by the City under this Agreement and shall be paid by the City to the Landlord on demand.

ARTICLE XII MORTGAGES

12.1 Non-Subordination of Fee. Nothing in this Agreement shall be construed as an agreement by the Landlord to subordinate its fee interest in the Property or its right to rent payments hereunder or any other right of the Landlord herein.

12.2 City Financing. In the event that City determines that it is in City's best interest to finance the construction of any of the Improvements permitted herein with bonds or with a leasehold financing, Landlord hereby permits City to enter into such financing agreements as are necessary to construct the Improvements and to record any such financing for the Improvements against the Property. Pursuant to Section 5.5, City agrees to not permit any mechanic's liens to be recorded against the Property.

**ARTICLE XIII
ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND
ATTORNMEN**

13.1 Restrictions on Transfer. The City shall have the right to sublease or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises to an entity that intends to use the Premises or the Property, or such portion thereof that is subleased, for the Permitted Uses under this Agreement, provided Landlord consents to any such sublease, which consent shall not be unreasonable withheld. The City agrees to put language in any such sublease agreement that automatically terminates such sublease agreement in the event that the entity subleasing the Property or the Premises does not use the Premises or the Property for the Permitted Uses.

13.2 Reserved.

13.3 Assumption Agreement and Release. No permitted Transfer shall be effective until any curable default hereunder shall have been cured and there shall have been delivered to the Landlord an assumption agreement, executed by the transferor and the proposed transferee, whereby such transferee expressly assumes such obligations as arise and/or accrue at any time after such Transfer takes place; and whereby such transferee assumes liability for the obligations of this Agreement.

13.4 Sale by Landlord.

13.4.1 Subject to Section 2.5, Right of First Refusal, nothing contained in this Agreement shall be deemed in any way to limit, restrict or otherwise affect the right of the Landlord to sell, transfer, assign or convey all or any portion of the right, title and estate of the Landlord in the Property and in this Agreement; provided, however, that in each such instance any such sale, transfer, assignment or conveyance shall be subject to this Agreement, and the City's other rights arising out of this Agreement shall not be affected or disturbed in any way by any such sale, transfer, assignment or conveyance.

13.4.2 Upon the sale or transfer of the Property by Landlord, this Lease, at the election of the Landlord, shall terminate and Landlord hereby agrees to reimburse City for the greater of the (i) full cost of, or (ii) the current market value, of the construction of all Improvements that City constructed to the Property or the Premises pursuant to Article V of this Agreement. All moveable equipment provided by City to the Property and

the Premises will remain the property of the City, whether paid for by the City or dedicated or donated by other parties to the City. Landlord must provide one year written notice to the City of any intent by Landlord to sell the Property.

13.4.3. Subject to Section 13.4.2, at such time as the Landlord shall sell, transfer, assign or convey the entire right, title and estate of the Landlord in the Property and in this Agreement, all obligations and liability on the part of the Landlord arising under this Agreement after the effective date of such sale, transfer, assignment or conveyance shall terminate as to the Landlord, and thereupon all such liabilities and obligations shall be binding upon the transferee. Rent shall not be increased in the event that Landlord sells the Property.

13.5 Nondisturbance. Provided that the City is not in default under this Agreement, the City's possession, use and enjoyment of the Premises shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of the Landlord, or any exercise of any remedies under this Agreement. The City shall also ensure that its possession, uses and enjoyment of the Premises does not interfere with, disturb or diminish or otherwise affect in any manner any other tenants on the Property.

ARTICLE XIV DEFAULT, REMEDIES AND TERMINATION

14.1 Event of Default. The City shall be in default under this Agreement upon the occurrence of any of the following ("**Events of Default**"):

(a) Monetary Obligation. The City at any time is in default hereunder as to any obligation (including without limitation, the City's obligation to pay taxes and assessments due on the Premises or part thereof, subject to the City's rights to contest such charges pursuant to Section 3.2), and such default continues for ninety (90) days after the date upon which the Landlord shall have given the City a Notice of Default (as defined in Section 14.2.1);

(b) Insurance. The City fails to obtain and maintain any insurance required pursuant to Section 9.2 of this Agreement, and the City fails to cure such default within ninety (90) days following receipt of Notice of Default;

(c) Abandonment. The City abandons the Premises and ceases to use it for the Permitted Uses for a period of ninety (90) days or more or as established pursuant to Section 1951.3 of the California Civil Code except (i) when prevented by Force Majeure or (ii) in the event that City determines and provides notice to Landlord that it is in the best interest of the City to demolish the Premises and construct new Improvements that will best permit the City to provide the Permitted Uses to the citizens in the community and construction of those improvements will take longer than 90 days;

(d) Permitted Uses. The City: (i) uses the Property or the Premises for a purpose other than the Permitted Uses, or (ii) fails to operate a full-time Youth-Related Activities facility on the Premises. If the default continues for ninety (90) days after the date upon which the Landlord shall have given written notice of the default to the City; provided however, if the default is of a nature that it cannot be cured within ninety (90) days, an Event of Default shall not arise hereunder if the City commences to cure the default within ninety (90) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than three hundred and sixty-five (365) days after receipt of a Notice of Default;

(e) Liens. The City's failure to satisfy the requirements of Section 5.6 hereof within the time periods specified therein.

14.2 Notice and Opportunity to Cure.

14.2.1 Notice of Default. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the "**Notice of Default**"), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

14.2.2 Failure to Give Notice; No Waiver. Failure to give, or delay in giving, the Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. No failure or delay by either party in asserting any rights and remedies as to any breach shall operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

14.3 Landlord's Remedies. Upon the occurrence of any Event of Default, following the City's opportunity to cure set forth in Section 14.2.1, and in addition to any and all other rights or remedies of the Landlord hereunder and/or provided by law, the Landlord shall have the right to terminate this Agreement and/or the City's possessory rights hereunder, in accordance with applicable law to re-enter the Premises and take possession thereof. The Landlord's re-entry or taking of possession of the Premises shall not be construed as an election on the Landlord's part to terminate this Agreement unless the Landlord gives written notice of such intention to the City. In the event of termination of this Agreement for any reason other than failure to use the Property and Premises for the Permitted Uses, Landlord shall reimburse City for the current market value of the construction costs of the Improvements based on the highest and best use of the Property as set forth in an appraisal prepared by an MAI appraiser.

14.4 Remedies Cumulative. No remedy shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder.

14.5 Reserved.

14.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the Landlord under Article IX of this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the Landlord to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof shall relieve the City of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

**ARTICLE XV
GENERAL PROVISIONS**

15.1 Force Majeure; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to City Council) and the Landlord . Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

15.2 Reserved.

15.3 Landlord's Right to Enter the Premises. The Landlord and its agents may enter the Premises from time to time with 14 days' notice to ensure that the Property is being used or improved in compliance with the Permitted Uses.

15.4 Representations of Landlord and City.

15.4.1 The City hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The City has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the City or any provision of any indenture, agreement or other instrument to which City is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the City.

15.4.2 Landlord hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The Landlord has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the Landlord, enforceable against the Landlord in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the Landlord or any provision of any indenture, agreement or other instrument to which the Landlord is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the Landlord.

15.5 Miscellaneous.

15.5.1 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.5.2 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their

respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Landlord:

City:

City of Rancho Cordova

Attn: _____

Phone: _____

Fax: _____

15.5.3 Captions; Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Lease. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

15.5.4 Successors and Assigns. Subject to the restrictions on transfer set forth in Article XV, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Lease to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

15.5.5 Short Form of Lease. A memorandum of lease substantially in the form attached hereto as Exhibit shall be executed by the Parties and recorded in the Official Records of Sacramento County upon the request of either Party.

15.5.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Sacramento County, California or in the Federal District Court for the Northern District of California.

15.5.7 Attorneys' Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

15.5.8 Indemnity Includes Defense Costs. In any case where either Party is obligated under an express provision of this Lease, to indemnify and to save the other Party harmless from any damage or liability, the same shall be deemed to include defense of the indemnitee by the indemnitor, such defense to be through legal counsel reasonably acceptable to the indemnitee.

15.5.9 No Third-Party Beneficiaries; Disclaimer of Partnership, Lender/Borrower Relationship. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the Landlord does not as a result of this Agreement in any way nor for any purpose become a partner of the City or a joint venturer with the City in the conduct of the City's business or otherwise. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the Landlord and the City. It is further expressly understood and agreed that this Agreement is not intended to, and shall not be construed to create the relationship of lender and borrower, and the Landlord does not, solely as a result of this Agreement, become a lender to the City.

15.5.10 Entire Agreement. This Agreement, together with Exhibits A through which by this reference are hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

15.5.11 Waiver; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the

same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

15.5.12 Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof.

15.5.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

15.5.14 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to City or its successors in interest in the event of any default or breach by the City or for any amount which may become due from the City or the City's permitted successors in interest pursuant to this Agreement.

SIGNATURES ON THE NEXT PAGE

ATTACHMENT 2

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the Effective Date.

LANDLORD:
CENTER OF PRAISE MINISTRIES

CITY:
CITY OF RANCHO CORDOVA

By: _____

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

Exhibit A

PROPERTY
(Attach legal description.)

Exhibit B

THE PREMISES
[Attach map of the Premises]

Exhibit C

FORM OF MEMORANDUM OF LEASE

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Attn: City Clerk

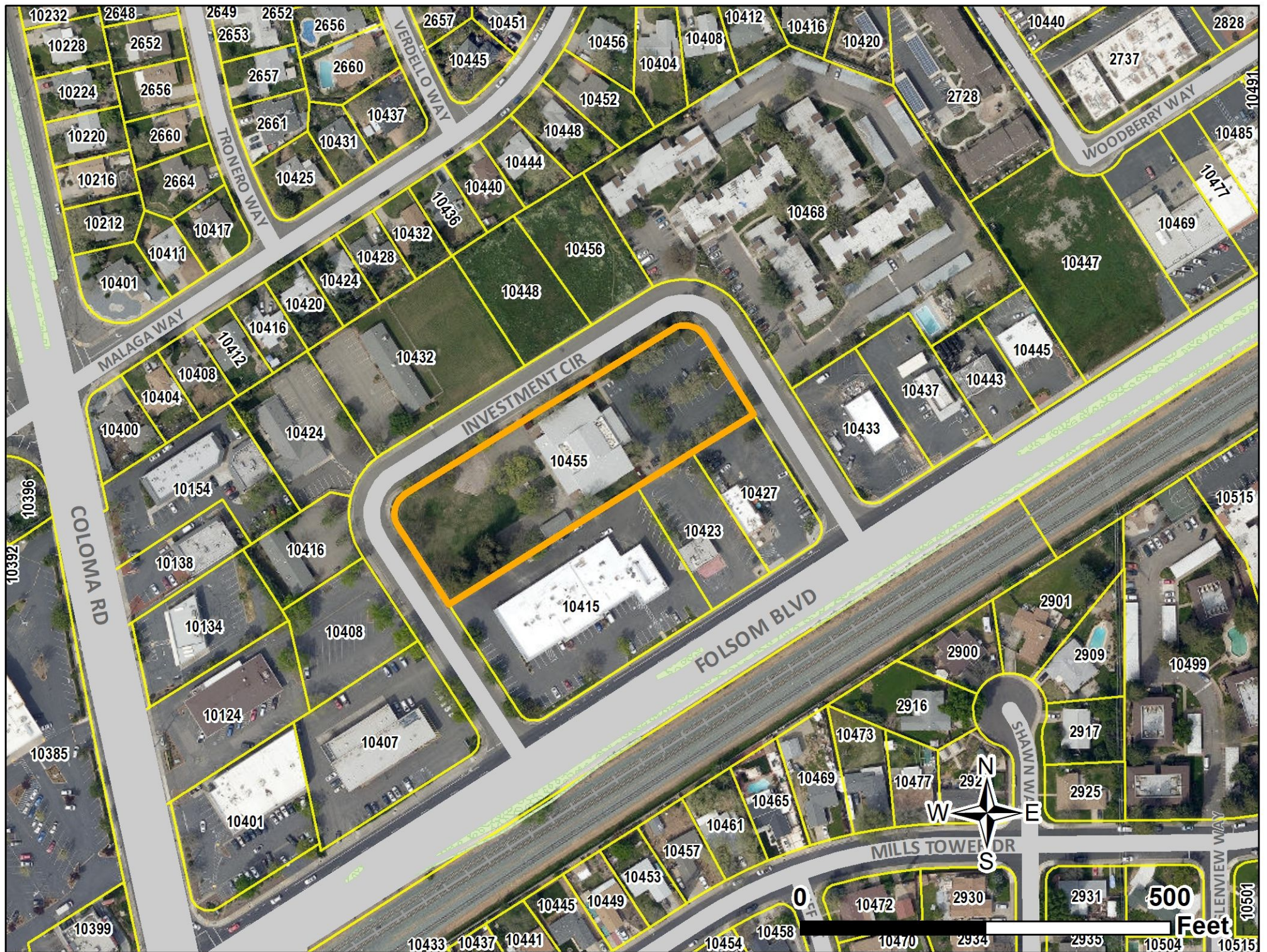
EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

APN: _____

MEMORANDUM OF LEASE

33462590.1



MEMORANDUM



DATE: January 21, 2020
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **SECOND READING OF AN ORDINANCE AMENDING THE RANCHO CORDOVA MUNICIPAL CODE RELATED TO TITLE 22 (LAND DEVELOPMENT), CHAPTER 22.40 PARK AND RECREATION DEDICATION AND FEES.**

RECOMMENDATION

Waive the second reading and adopt an Ordinance.

RESULT OF RECOMMENDED ACTION

Approval of the Ordinance would amend Title 22 Land Development, Chapter 22.40 Park and Recreation Dedication and Fees.

BACKGROUND

On January 6, 2020 the City Council waived the first reading and passed to a second reading for an Ordinance amending Title 22 Land Development, Chapter 22.40 Park and Recreation Dedication and Fees.

FISCAL IMPACT AND FUNDING SOURCE

There is no anticipated fiscal impact of the proposed action on City finances.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to Ordinnace XX-2020

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2020

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, TITLE 22 (LAND DEVELOPMENT), CHAPTER 22.40 PARK OF
THE RANCHO CORDOVA MUNICIPAL CODE**

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

Section 1. Purpose and Declarations.

WHEREAS, the City conducts periodic updates of the provisions of the Municipal Code to ensure compliance with current laws, changes in local policy, consistency with adopted plans and programs, clarify ambiguities, address changing market conditions, reflect best practices, and to address issues or concerns with current regulations; and

WHEREAS, certain amendments to the Title 22 (Land Development), Chapter 22.40 Park and Recreation Dedication and Fees is to incorporate dedication calculations for age-restricted housing; and

WHEREAS, on January 6, 2020 the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. The City Council hereby finds:

A. **CEQA Compliance.** CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “[where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to further regulate or clarify uses that are already present in the City or provide consistency with State law and no significant expansion of these activities can reasonably be anticipated to occur. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development project, and it would not result in a direct or indirect physical changes in the environment. The proposed changes are merely to incorporate park dedication calculations for age-restricted housing. Any specific development projects that may result from these changes will be subject to environmental review. The proposed amendments are consistent with the City’s General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant

effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

B. The proposed amendment is consistent with the General Plan. The attached Municipal Code Amendments (“Amendment”) are consistent with the General Plan. The amendments would incorporate provisions for park dedication on age-restricted housing development. The amendments would not have any conflicts with existing General Plan goals and policies.

C. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The attached amendment is focused on reflecting best practices. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City as they ensure adequate park land dedication for age-restricted housing developments and provide clarification on definitions.

D. The proposed amendments are internally consistent with other applicable provisions of this zoning code. The Amendments have been reviewed for consistency with the entirety of the Municipal Code and is consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 22 Land Development

The City Council hereby adopts the amendments to Chapter 22.40 Park and Recreation Dedication and Fees of Title 22 of the Rancho Cordova Municipal Code (Land Development), as shown and incorporated in Exhibit A to this ordinance.

Section 4. Severability

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

Section 5. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of January, 2020 by the following vote:

AYES:

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Rancho Cordova

Municipal Code Amendments

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Title 22 Land Development

Chapter 22.40 Park and Recreation Dedication and Fees

ATTACHMENT 2

Exhibit A to the Ordinance

Chapter 22.40

PARK AND RECREATION DEDICATION AND FEES

22.40.035 Calculating area of land dedication.

B. Definitions. For purposes of this section, the following definitions shall apply:

“Dwelling unit” means one or more rooms in a building or structure or portion thereof designed exclusively for residential occupancy by one family for living or sleeping purposes and having kitchen and bath facilities, including mobile homes.

“Single-family dwelling” means a dwelling unit comprised of a detached building designed for occupancy by one family.

“Small-family dwelling” means a residential building or structure designed and used for or proposed for residential occupancy by two to six families and having a kitchen and bath facilities for each family, including two-family, group and row dwelling units.

“Multiple-family dwelling” means a residential building or structure designed and used for or proposed for residential occupancy by seven or more families and having a kitchen and bath facilities for each family.

“Mobile home” means a dwelling unit used for or proposed for residential occupancy in vehicles which require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.

“Age-restricted single-family dwelling” means a dwelling unit comprised of a detached building designed for occupancy by one or more persons fifty-five (55) years of age or older.

“Age-restricted multi-family dwelling” means a residential building or structure for occupancy by persons fifty-five (55) years of age or older, designed and used for or proposed for residential occupancy by seven or more families and having a kitchen and bath facilities for each family.

C. The factors .01475, .0101, .0077, .0086, .01 and .0052 are constants determined from an analysis of population trends and studies of Rancho Cordova in accordance with Section 66477(a)(2) of the Government Code, which, when multiplied by the number of dwelling units permitted in the subject area, will produce five acres per 1,000 population to be devoted to neighborhood or community park facilities. This limit has been determined in accordance with Section 66477(a)(2) of the Government Code. The planning director may reestablish such factors annually.

Fs = .01475 relating to single-family dwelling units (2.95 persons/dwelling)

Fm = .0101 relating to small-family dwelling units (2.03 persons/dwelling)

Fa = .0077 relating to multiple-family dwelling units (1.54 persons/dwelling)

Fmh = .0086 relating to mobile home dwelling units (1.72 persons/dwelling)

Fars = .01 relating to age-restricted single-family dwelling units (2.0 person/dwelling)

Fara = .0052 relating to age-restricted multifamily residential units (1.04 persons/dwelling)

MEMORANDUM

DATE: January 21, 2020

TO: Honorable Mayor and Council Members

FROM: June Cowles, Senior Planner



**SUBJECT: MONTELENA VILLAGE 7 TENTATIVE SUBDIVISION MAP AMENDMENT
PROJECT NO. DD9920.**

PROPERTY OWNER:	APPLICANT/DEVELOPER:
Montelena Douglas LLC, 5241 Arnold Avenue McClellan, CA 95652	Montelena Douglas LLC, 5241 Arnold Avenue McClellan, CA 95652

PROJECT:	Montelena Village 7 Tentative Subdivision Map Amendment
FILE:	DD9920
LOCATION:	Northwest corner of Chrysanthy Boulevard and Rancho Cordova Parkway.
APN:	067-1110-006-0000
PLANNER:	June Cowles, Senior Planner

RECOMMENDATION

Adopt Resolution for the Tentative Subdivision Map.

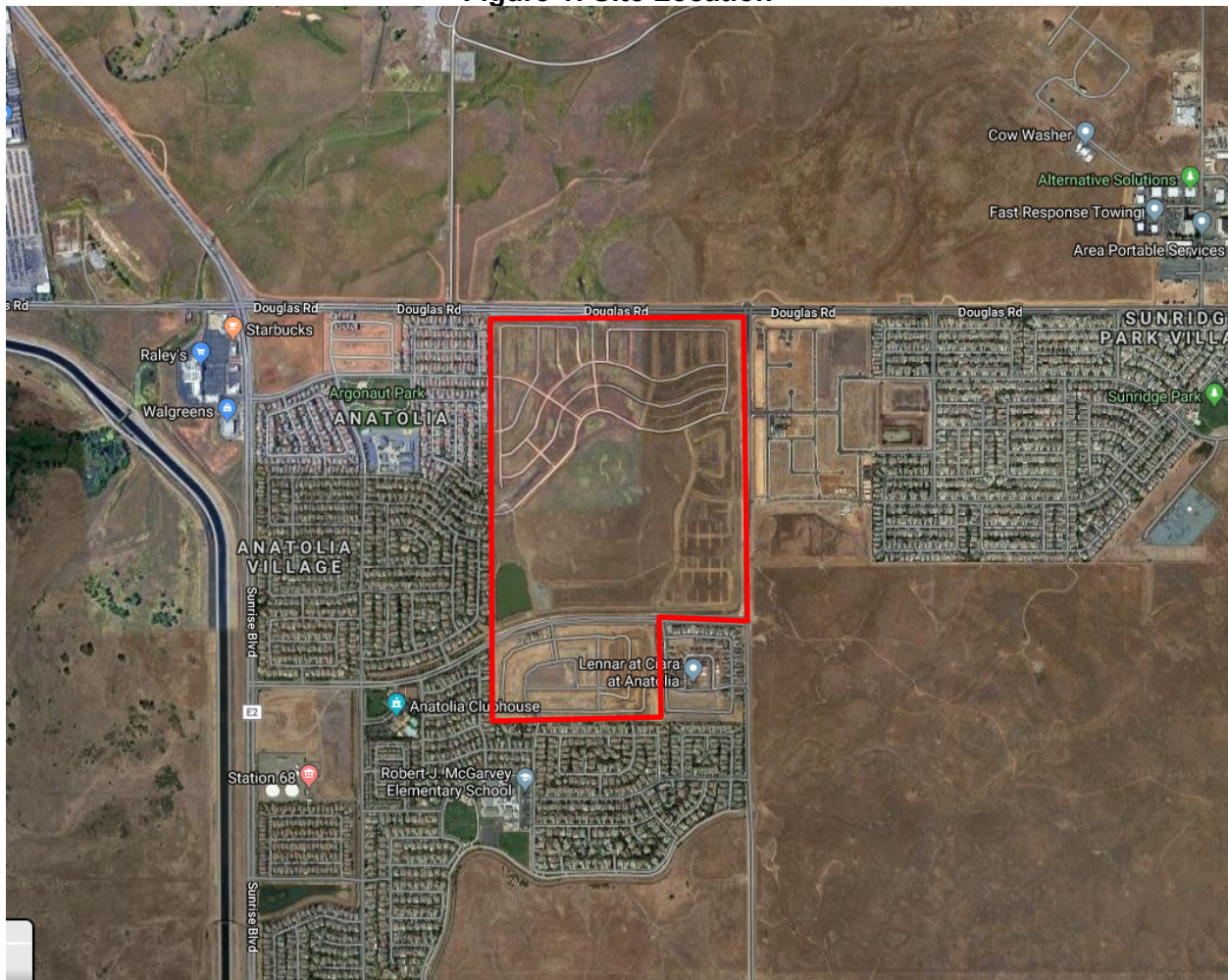
RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the applicant's request to amend the Montelena Village 7 tentative subdivision map. The subdivision map, when a final map is approved, would allow for the construction of homes on individual lots and the sale of lots.

PROJECT BACKGROUND

The Montelena project is located in the northern portion of the Sunridge Specific Plan and is bounded by Douglas Road to the north and Rancho Cordova Parkway to the east. **Figure 1: Site Location.**

Figure 1: Site Location

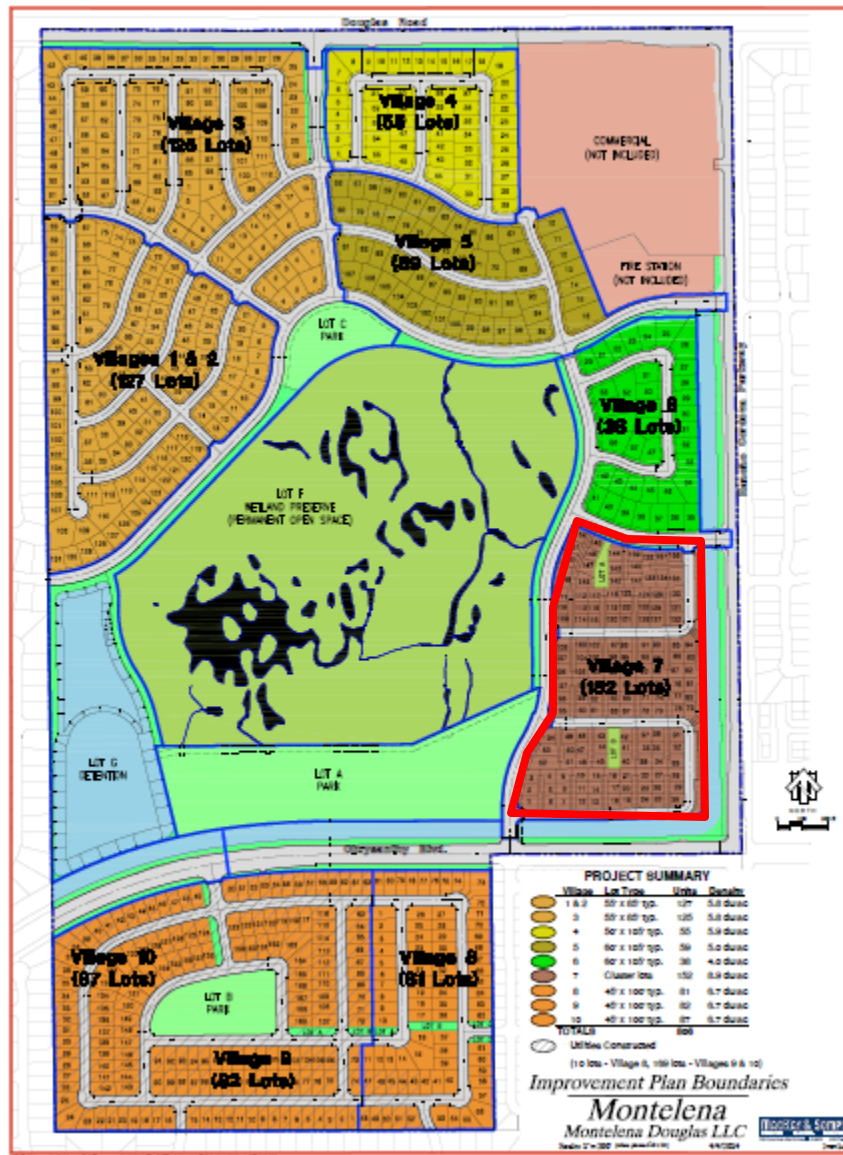


The Montelena project is within the Sunrise Douglas Community Plan and the Sunridge Specific Plan area which was approved in July 2002 by the County of Sacramento. The Montelena project history includes the following:

- 2006 Montelena project originally approved
- 2006 Rough grading of site.
- 2012 Amended to revise portions of Village 4 and 5. The project remained consistent with the vested Sunridge Specific Plan for the unmodified portion of the project
- 2013 Amended to revise portions of the project for parks and residential within Village 3 and Village 5
- 2019 Major Design Review was approved for Villages 9 and 10, which are currently under construction.

The approved Montelena land use plan shows 10 Villages with a total of 806 residential units.
Figure 2: Approved Montelena Land Use Plan.

Figure 2: Approved Montelena Land Use Plan



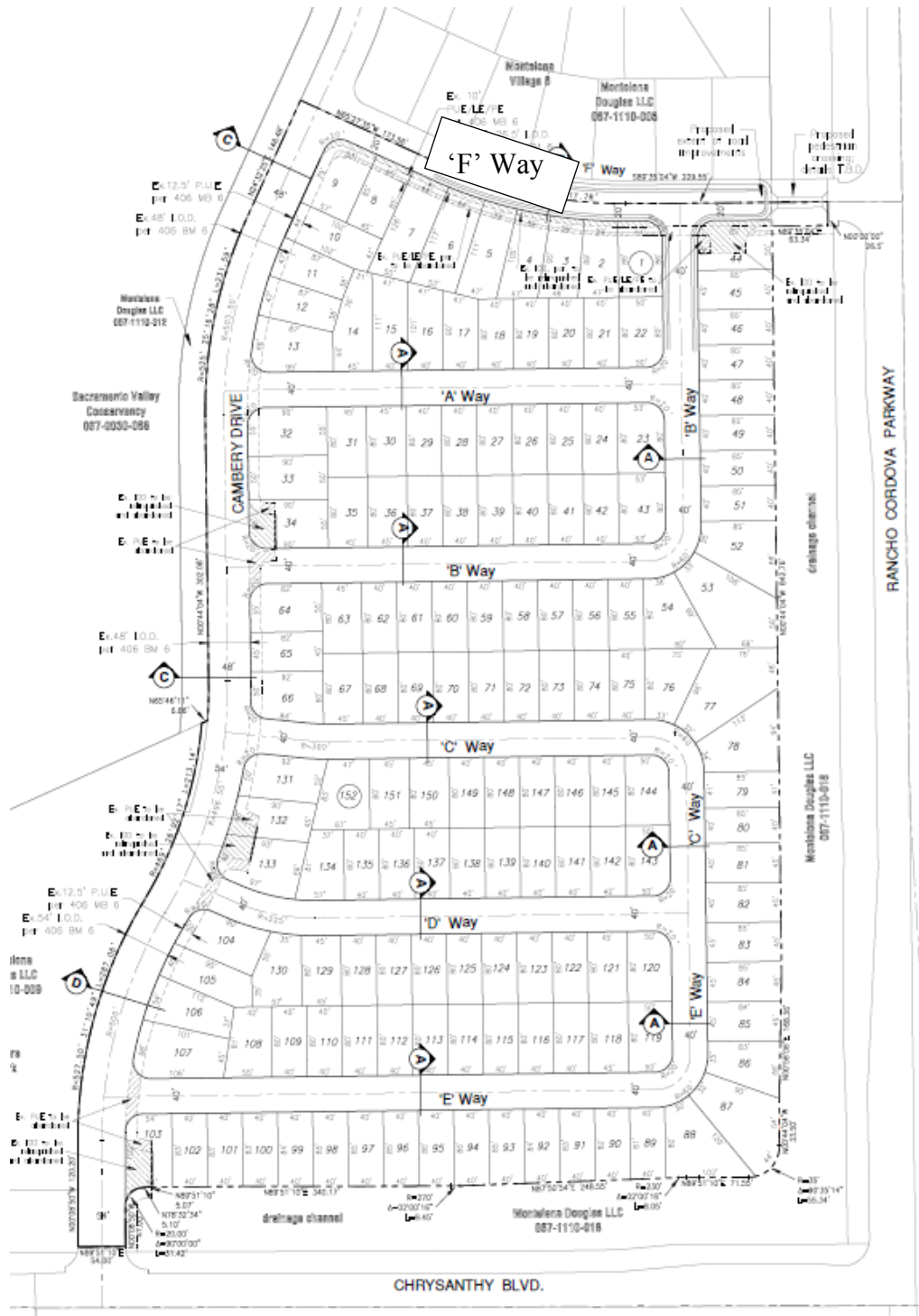
PROJECT DESCRIPTION:

Montelena Village 7 is located at the northwest corner of Chrysanthy Boulevard and Rancho Cordova Parkway. Highlighted in Red in **Figure 2: Approved Montelena Land Use Plan**.

The applicant is requesting an amendment for Village 7, **Figure 3: Proposed Tentative Montelena Village 7 Map**, as follows:

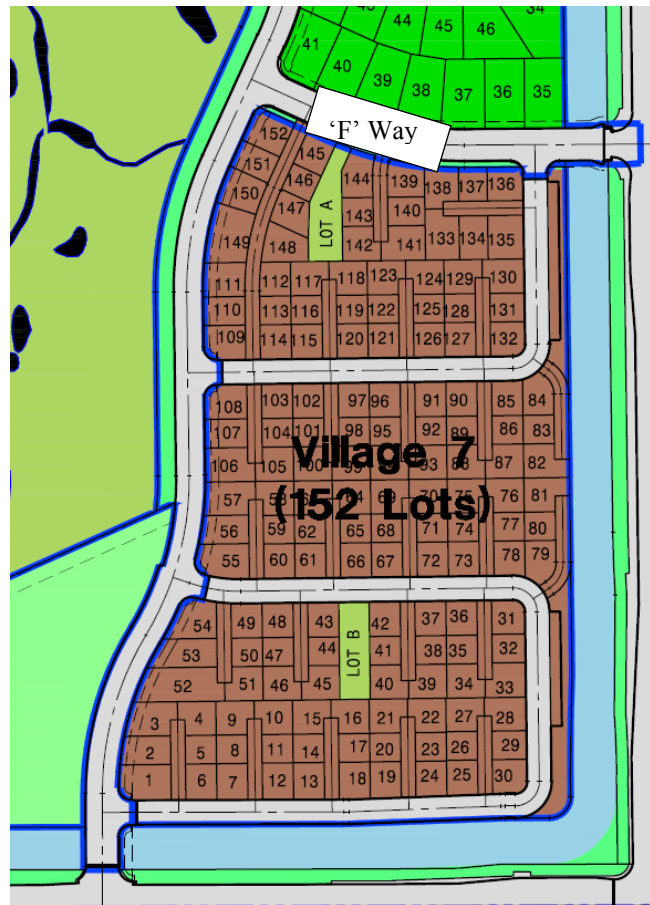
- Reconfiguration of lots from cluster lots to front loaded lots.
- Amend street layout to accommodate new lot configuration
- Remove vehicle access to Rancho Cordova Parkway on "F" Way.
- Retain pedestrian crossing to Rancho Cordova Parkway on "F" Way.

Figure 3: Proposed Tentative Montelena Village 7 Map



The requested subdivision amendment does not change the Village 7 lot count of 152 residential lots. The applicant states that the homebuyers prefer a traditional lot and that the cluster lots are more expensive to build. **Figure 4: Approved Montelena Village 7 Tentative Subdivision Map with Cluster Lots.**

Figure 4: Approved Montelena Village 7 Tentative Subdivision Map with Cluster Lots



ANALYSIS:

General Plan/Specific Plan Consistency

As stated previously, the Montelena project is vested within the Sunridge Specific Plan through the Development Agreements. The proposed Village 7 map includes the same number of approved lots and is consistent with the General Plan and Sunridge Specific Plan. The property is zoned Residential 10 Sunridge Specific Plan (RD10 SDSP).

Village 7 Tentative Subdivision Map Amendment

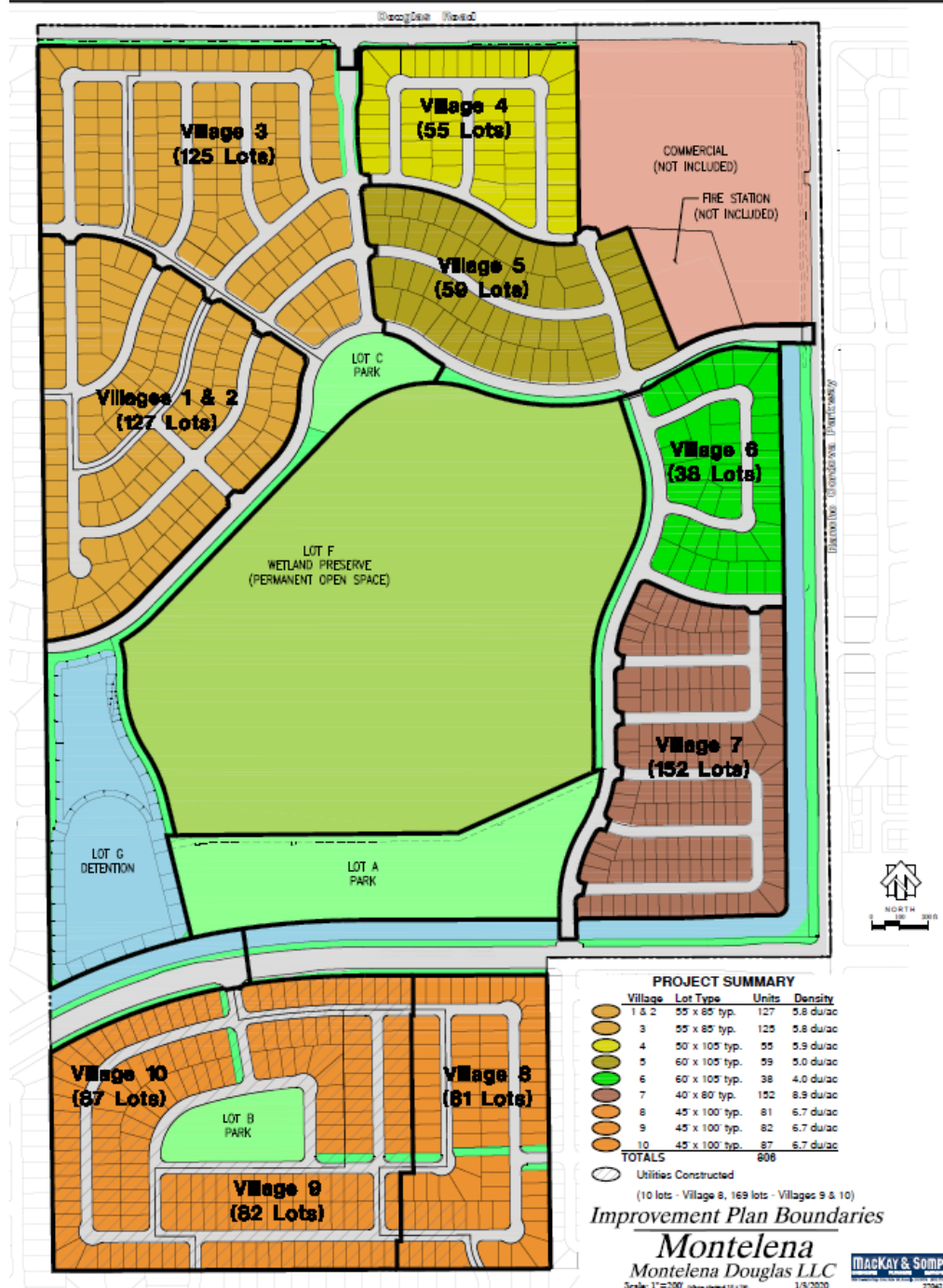
The proposed Montelena Village 7 map shows the lots reconfigured from cluster lot subdivision to front loaded lot subdivision. The street layout has been revised to omit the alleys and accommodate the front loaded lots. In addition, the proposed map shows vehicle access to and from Rancho Cordova Parkway has been removed on Street "F", but pedestrian access remains. The justification for the removal of vehicle access to and from Rancho Cordova Parkway are as follows:

- To encourage bicyclist and pedestrians
- To decrease cut-through traffic in the area

- To direct vehicle traffic to the residential collector streets connecting to Rancho Cordova Parkway that are located north, Cobble Brook Drive, and south, Chrysanthy Boulevard, of Village 7.

The proposed overall Montelena project map with the Village 7 subdivision map amendment is illustrated in the map, **Figure 5: Proposed Overall Montelena Land Use Map**.

Figure 5: Proposed Overall Montelena Land Use Map



Title 22 - Land Development: Title 22 of the City of Rancho Cordova Municipal Code regulates land division and is intended to supplement and implement the Subdivision Map Act. The proposed project, as conditioned, is consistent with requirements and procedures of a subdivision map application.

Section 66474 of the California Subdivision Map Act requires a City to deny approval of a parcel map, if any of the following findings cannot be made. The following evidence supports the map request:

1. *Finding: The proposed map is consistent with applicable general and specific plans as specified in Section 65451.*

Evidence: The proposed Village 7 map amendment is consistent with the General Plan and the land use designation specified for this portion of the Montelena project. The amendment request includes a reconfiguration of the street layout, lot configuration, and removing vehicle access to Rancho Cordova Parkway on street "F".

2. *Finding: The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.*

Evidence: The proposed map amendment is consistent with the existing development standards of the Montelena project within the Sunridge Specific Plan. The residential lot count is the same as the original Village 7 map, 152 lots.

3. *Finding: The site is physically suitable for the type of development.*

Evidence: The site is physically suitable to subdivide. The subdivision maps were originally approved in 2006 with rough grading to the site in November 2006. The amendment includes lot reconfiguration, new street layout to accommodate the new lot layout, and an elimination of vehicle access from Street "F" to Rancho Cordova Parkway.

4. *Finding: The site is physically suitable for the proposed density of development.*

Evidence: The approved residential lot count of 152 is the same number for the proposed Village 7 subdivision map amendment. Therefore, there is not a change in the approved density.

5. *Finding: The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

Evidence: The proposed project includes a lot reconfiguration from cluster lots to front loaded lots which also caused the street layout to be revised to accommodate the lot reconfiguration. In addition, to promote bicycle and pedestrian mode of transportation, the vehicle access on Street "F" was eliminated, but there is a pedestrian/bicycle access. The proposed project is exempt from environmental review pursuant to section 15182 C, Residential projects implementing Specific Plans of the California Environmental Quality Act.

6. *Finding: The design of the subdivision or the type of improvements is not likely to cause serious public health problems.*

Evidence: The subdivision map amendment for the new lot layout and restricting vehicle traffic from street “F” to Rancho Cordova Parkway will not cause serious public health problems. The residential lot count is the same as the originally approved Montelena Village 7 subdivision map. A bicycle/pedestrian connection will still exist on Street “F” to Rancho Cordova Parkway as vehicle traffic will be directed to the residential collector streets to the north and south that lead to Rancho Cordova Parkway.

7. *Finding: The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.*

Evidence: The proposed Village 7 subdivision map amendment includes a revised street layout to accommodate the reconfigured lots from cluster lots to front loaded lots. The proposed removal of vehicle access to Ranch Cordova Parkway on Street “F” will reduce the amount of cut-through traffic in this area and will direct vehicle traffic to the residential collector streets to the north and south. Street “F” shows a bicycle/pedestrian access to Rancho Cordova Parkway.

FISCAL IMPACT

Staff anticipates that this project will result in additional revenues created from the potential sale of the residential lots through taxes collected for each lot.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15182 C, Residential projects implementing Specific Plans. All services and access to the proposed Montelena Village 7 are available.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) per section 15182 C and adopt the Resolution approving Montelena Village 7 Tentative Subdivision Map Amendment DD9920, subject to the findings, Tentative Subdivision Map (Attachment 2) and Conditions of Approval (Attachment 3).”

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution – Village 7 Tentative Subdivision Map
3. Exhibit B to the Resolution – Conditions of Approval
4. 500’ Radius Map and Labels.

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING THE MONTELENA VILLAGE 7 TENTATIVE SUBDIVISION MAP
AMENDMENT PROJECT NO. DD9920**

WHEREAS, On November 18, 2019, Montelena Douglas, LLC ("Applicant") submitted a tentative subdivision map amendment for 152 single-family home lots for a reconfiguration of the lots from cluster lots to front loaded lots, street layout revision to accommodate the reconfigured lots, removing vehicle access on Street "F" to Rancho Cordova Parkway, but retaining pedestrian/bike access and said street. The project is located at the northwest corner of Rancho Cordova Parkway and Chrysanthy Boulevard within the Montelena project; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Montelena Village 7 Tentative Subdivision Map Amendment (Exhibit A), subject to the following findings and attached Conditions of Approval (Exhibit B):

1. Pursuant to CEQA Guidelines Section 15182 (c), Residential projects implementing Specific Plans, the project is consistent with the approved Sunridge Specific Plan Environmental Impact Report and General Plan and Specific Plan zoning for the site. No further environmental analysis is required pursuant to CEQA Guidelines Section.

2. The Tentative Subdivision Map Review as conditioned, adheres to Section 66474 of the California Subdivision Map Act based on the following findings:

A. Finding: The proposed map is consistent with applicable general and specific plans as specified in Section 65451.

Evidence: The proposed Village 7 map amendment is consistent with the General Plan and the land use designation specified for this portion of the Montelena project. The amendment request includes a reconfiguration of the street layout, lot configuration, and removing vehicle access to Rancho Cordova Parkway on street "F".

B. Finding: The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

Evidence: The proposed map amendment is consistent with the existing development standards of the Montelena project within the Sunridge Specific Plan. The residential lot count is the same as the original Village 7 map, 152 lots.

C. Finding: The site is physically suitable for the type of development.

Evidence: The site is physically suitable to subdivide. The subdivision maps were originally approved in 2006 with rough grading to the site in November 2006. The amendment includes lot reconfiguration, new street layout to accommodate the new lot layout, and an elimination of vehicle access from Street “F” to Rancho Cordova Parkway

D. Finding: The site is physically suitable for the proposed density of development.

Evidence: The approved residential lot count of 152 is the same number for the proposed Village 7 subdivision map amendment. Therefore, there is not a change in the approved density.

E. Finding: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The proposed project includes a lot reconfiguration from cluster lots to front loaded lots which also caused the street layout to be revised to accommodate the lot reconfiguration. In addition, to promote bicycle and pedestrian mode of transportation, the vehicle access on Street “F” was eliminated, but there is a pedestrian/bicycle access. The proposed project is exempt from environmental review pursuant to section 15182 C, Residential projects implementing Specific Plans of the California Environmental Quality Act.

F. Finding: The design of the subdivision or the type of improvements is not likely to cause serious public health problems.

Evidence: The subdivision map amendment for the new lot layout and restricting vehicle traffic from street “F” to Rancho Cordova Parkway will not cause serious public health problems. The residential lot count is the same as the originally approved Montelena Village 7 subdivision map. A bicycle/pedestrian connection will still exist on Street “F” to Rancho Cordova Parkway as vehicle traffic will be directed to the residential collector streets to the north and south that lead to Rancho Cordova Parkway.

G. Finding: The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.

Evidence: The proposed Village 7 subdivision map amendment includes a revised street layout to accommodate the reconfigured lots from cluster lots to front loaded lots. The proposed removal of vehicle access to Ranch Cordova Parkway on Street “F” will reduce the amount of cut-through traffic in this area and will direct vehicle traffic to the residential collector streets to the north and south. Street “F” shows a bicycle/pedestrian access to Rancho Cordova Parkway.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of January 2020 by following vote:

AYES:

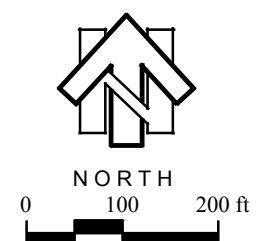
NOES:

ABSENT:
ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David M. Sander, Mayor



 Utilities Constructed
(10 lots - Village 8, 169 lots - Villages 9 & 10)

Montelena
Montelena Douglas LLC

MacKay & SompS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

Conditions of Approval		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
1.	The approved entitlement is for a Small Lot Tentative Subdivision Map (SLTSM) for the Montelena Village 7, APN: 067-1110-006-0000, Attachment 2, as described in the City Council staff report dated January 21, 2020 and subject to the conditions of approval herein, for project number DD9920 ("Project"). These master conditions of approval are applicable to this entitlement for a Small Lot Tentative Subdivision Lot. Additionally, new conditions may be added as applicable to future entitlements.	Project Description	On-Going	Planning
2.	The Applicant shall hold harmless the City, its Council Members, its officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning
3.	The applicant shall comply with all the mitigation measures included in the Mitigated Negative Declaration dated April 2, 2012 and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is \$7,500. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	Environmental	On-Going	Planning
4.	The SLTSM approval is valid for three years from the date of City approval, unless an extension of time is subsequently approved per Government Code Section (66452.6e), or as otherwise stated in the Project Development Agreement.	Time/Expiration	On-Going	Planning

Conditions of Approval		<u>Category</u>	<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>
5.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please e-mail the Finance Dept at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Planning
6.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	Infrastructure	On-Going	Public Works
Prior to Recordation of the Final Map or Small Lot Map				
7.	Enter into a Subdivision Improvement Agreement and provide a performance bond and labor and material bond.	Funding	Prior to Recordation of the Subdivision Map	Public Works
8.	Prior to recordation of a final map or certificate of compliance, dedicate land or pay in lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the City of Rancho Cordova Zoning Code	Fees	Prior to Recordation of the Subdivision Map	Public Works
9.	Dedicate right-of-way for the streets shown on the tentative map and install public street improvements pursuant to the City of Rancho Cordova and the Sunridge Specific Plan Improvement standards.	Infrastructure	Prior to Recordation of the Subdivision Map	Public Works
10.	Dedicate public utility easements, for the installation and maintenance of water, gas, sewer, drainage facilities, traffic control devices and dry utilities as shown on the tentative map.	Easements	Prior to recordation of the applicable small lot final map	Public Works
11.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Easements	Prior to Recordation of the Subdivision Map	Public Works
12.	All Tentative Map cross sections shall reflect current	Infrastructure	Prior to Recordation	Public Works

Conditions of Approval		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	City and the Sunridge Specific Plan cross section standards as approved by the City Engineer.		of the Subdivision Map	
13.	Dedicate to the City all the right-of-ways as shown on the Tentative Map and install or bond for public street improvements, consistent with the City adopted cross sections to the satisfaction of the City Engineer.	Dedication	Prior to Recordation of the Subdivision Map	Public Works
14.	The maps shall include a disclosure statement regarding the Kiefer Landfill location.	Disclosure Statement	Prior to recordation of the Final Map	DWMR/Planning
Prior to Approval of Improvement Plans				
15.	DRAINAGE SYSTEM DESIGN: The applicant shall submit and obtain City approval of plans and specifications for the construction of public improvements and all grading. The drainage system shall be designed in accordance with the approved Drainage Study to accommodate runoff from the ultimate development and shall meet the City of Rancho Cordova's Improvement Standards, construction standards, and Floodplain Management Ordinances in effect at the time of improvement plans approval.	Drainage	Prior to approval of improvement plans	Public Works
16.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal. - Provide bulbouts and traffic calming medians at the intersection of Cambery Drive and A, B and F Ways. - Provide no parking signs on the inside of knuckles not conforming to Sacramento County Improvement Standards to protect the turning movement of emergency vehicles.	Infrastructure	Prior to approval of Improvement Plans	Public Works
17.	The project shall meet all applicable SMUD requirements:	Utilities	Prior to approval of Improvement Plans	SMUD

Conditions of Approval	<u>Category</u>	<u>Timing/ Implementation and On-Going</u>	<u>Enforcement/ Monitoring</u>
• In the event the applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the applicant shall coordinate with SMUD. The applicant shall be responsible for the cost of relocation or removal. • SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs. • The applicant shall not place any building foundations within 5 feet of any SMUD trench to maintain adequate trench integrity. The applicant shall verify specific clearance requirements for other utilities. • The applicant shall provide separate SMUD service points to each parcel to the satisfaction of SMUD. • The applicant shall locate, verify, and provide a drawing to SMUD identifying all electrical utility infrastructure for the existing structures. If necessary, any existing onsite electrical infrastructure that serves existing structures shall be relocated to the satisfaction of SMUD. • The applicant shall dedicate any private drive, ingress and egress easement, or Irrevocable Offer of Dedication (and 10-feet adjacent thereto) as public utility easement for underground facilities and appurtenances. All access roads shall meet minimum SMUD requirements for access roads. • The applicant shall dedicate and provide all-weather vehicular access for service vehicles			

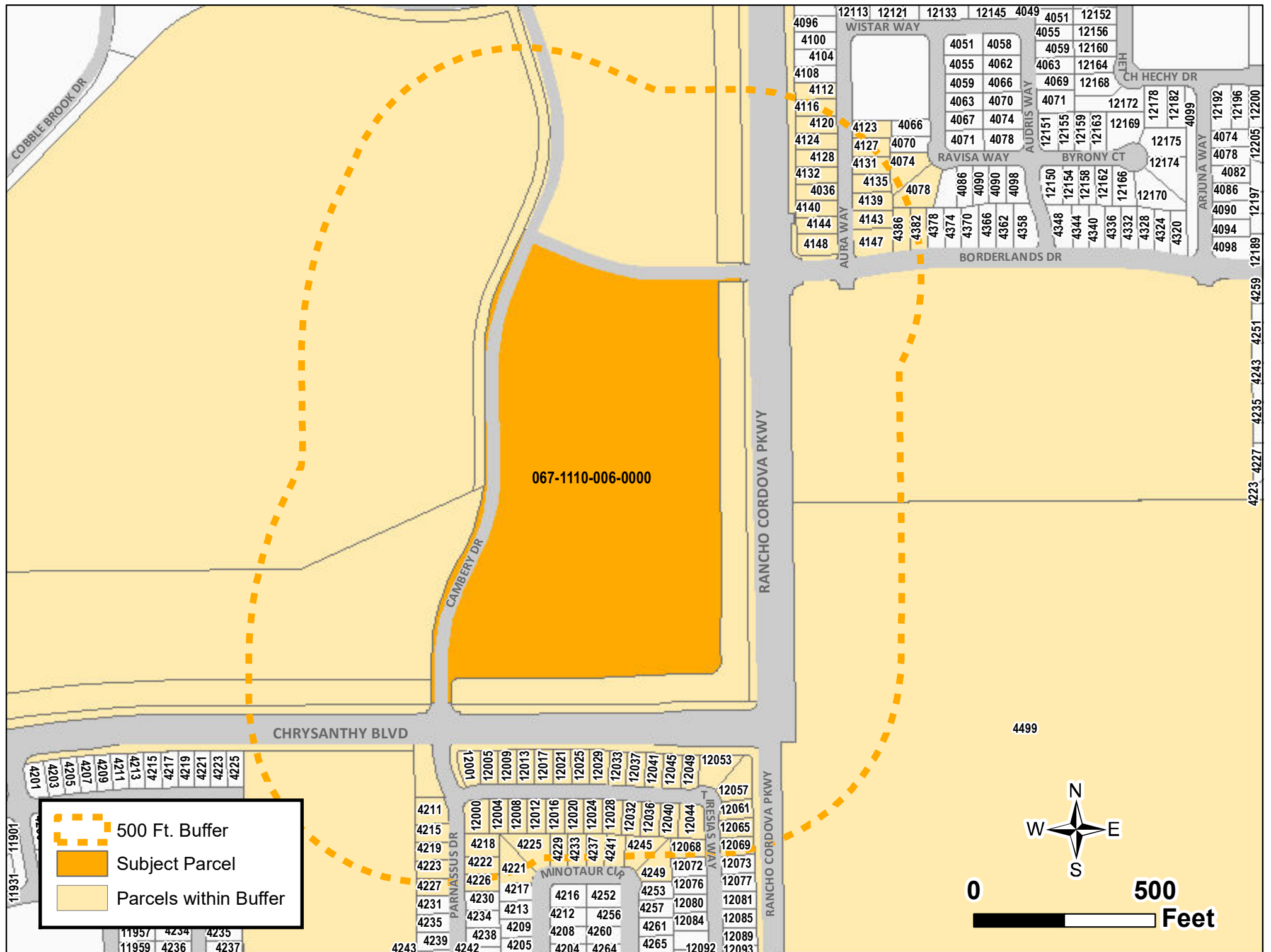
Conditions of Approval		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	that are up to 26,000 pounds. At a minimum: (a) the drivable surface shall be 20 feet wide; - and (b) all SMUD underground equipment and appurtenances shall be within 15 feet from the drivable surface. • As shown on Amended Tentative Map Montelena Village 7, dated November 18, 2019. The 10 foot PUE cross sections identified as "A" on the interior streets is acceptable. • Applicant will include phasing of development and order of planned construction upon submitting a new service application to SMUD for the initial subdivision phase(s) and/or road improvement backbone project(s). • Development should be phased to start adjacent to existing electrical infrastructure to minimize temporary overhead and/or underground electrical facilities.			
18.	The project shall meet all applicable Sacramento County Water Agency requirements as follows: • Water supply will be provided by the Sacramento County Water Agency. • Provide separate public water service to each parcel. All water lines shall be located within a public right-of-way or within easements dedicated to SCWA. Easements shall be reviewed and approved by Sacramento County Water Agency prior to Improvement Plan approval or Final Map approval. • Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show	Water	Prior to Approval of Improvement Plans or Final Map Approval.	Sacramento County Water Agency

Conditions of Approval		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	all abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from agricultural wells for grading and construction. No water supply mains shall be located under structures such as box culverts and bridges. If the project will build box culverts and bridges to the ultimate width, water mains shall cross above ground attached to the side of the structure. Structures shall be designed accordingly. If the ultimate width is not being built, water mains shall cross underground routed outside of and around the ultimate structure footprint. 15-foot wide water main easements shall be dedicated for the portion outside of ROW. The crossing shall be approved by the Agency Engineer. Underground crossings and attachments to structures shall be included in the environmental impact analysis. Additional environmental permitting and other associated costs will be at applicant's expense.			
19.	The applicant shall comply with the Fire conditions as follows; Show the design for a fire access roadway of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension on the improvement plans. The access roadway shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in	Fire	Prior to approval of Improvement Plans	Fire

Conditions of Approval	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
fire apparatus access roadways. b. Show on the plans how Fire Lanes will be marked. Fire Lane identification shall be provided along the required fire access roadway. Fire Lane identification shall be in accordance with the Sacramento Metro Fire Districts Fire Prevention Standard #3 and the California Vehicle Code. c. Provide a note on the plan that reads, "Fire access roadways shall be built to bear a minimum of 80,000 pounds and meet the Sacramento County Public Works Standards for roadways. A report, prepared by a registered geotechnical engineer, verifying the ability of the road to bear the required minimum weight, shall be submitted with any plan indicating construction of roadway. Verification of constructed roadway shall be provided by a registered geotechnical engineer prior to final of the project. d. Show the location of the required fire hydrants for this project on the improvement plans. Approved fire hydrants capable of providing the required fire flow for the protection of any and all structures shall be located along the fire apparatus access roadway. The required fire hydrants shall be installed and operational prior to <u>any</u> construction, (including foundations) or on-site storage of combustible materials. The minimum required fire flow for the protection of residential developments with an area per building not exceeding 3,600 square feet is 1,000 gallons per minute (gpm) at a pressure of 20 pounds per square inch (psi) for a two-hour duration.			

<u>Conditions of Approval</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
Prior to Issuance of Building Permit				
20.	Install [public] improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Infrastructure	Prior to issuance of building permits	Public Works
21.	Prior to issuance of the first building permit within a TM phase: All streets and improvements shown on the TM phasing plan, all streets necessary for access to the proposed homes, associated improvements included in the approved improvement plans, and other infrastructure as necessary for adequate public access and use shall be substantially complete to the satisfaction of the Public Works Department. Prior to occupancy all streets and improvements shown on the TM phasing plan shall be fully constructed and completed to the satisfaction of the City Engineer. At the discretion of the Public Works Department, the final lift of asphalt only (e.g. upper approximately 1.5 inches of asphalt) may be deferred to prior to the first occupancy. The structural section shall be designed to accommodate construction traffic and loads until such time that the finish lift of asphalt concrete is installed.	Infrastructure	Prior to issuance of the first building permit within a TM phase.	Public Works
22.	Residential fire sprinkler plans shall be submitted for review and approval to the SMFD for all new one and two family dwellings in accordance with Ca. Residential Code	Fire Sprinkler Plans	Prior to issuance of Building Permits	Fire
23.	Residential roof coverings shall consist of materials having a minimum Class C rating	Roof	Prior to issuance of Building Permits	Fire
24.	Prior to the issuance of any building permits for the project, the project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Title 4 of the Sacramento County Water Agency (SCWA) Code	Fees	Prior to Issuance of Building Permits	Sacramento County Water Agency
25.	Prior to the issuance of any building permits for the project, the project shall conform to the specific	Water Landscaping	Prior to Issuance of	Sacramento

Conditions of Approval		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	provisions of the City of Rancho Cordova Landscaping Ordinance (Municipal Code Title 23, Chapter 23.716).		Building Permits	County Water Agency
26.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to, all streets, water, sewer, storm drain, lighting, signage and striping, and other associated facilities for all streets and other public areas depicted on the tentative map or tentative map phase. Prior to acceptance of the improvements, record drawings of grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS Shape file shall be submitted and approved by the Public works Department.	Infrastructure	Prior to issuance of Building Permits	Public Works
Prior to Final Inspection				
27.	All roads providing access to the completed homes shall be fully constructed and accepted by the City Engineer.	Infrastructure	Prior to final inspection	Public Works
28.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street. Minimum size of the numbers shall not be less than 6 inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Address	Prior to Final Occupancy	Fire



ATTACHMENT 4

Hardev S Shergill Rev Trust 100 Englehart Dr Folsom CA 95630	Bhullar Charan S/amanjot K 11739 Kouros Way Rancho Cordova CA 95742	Current Resident 12000 Tiresias Way Rancho Cordova CA 95742
Current Resident 12001 Tiresias Way Rancho Cordova CA 95742	Current Resident 12004 Tiresias Way Rancho Cordova CA 95742	Current Resident 12005 Tiresias Way Rancho Cordova CA 95742
Current Resident 12008 Tiresias Way Rancho Cordova CA 95742	Current Resident 12009 Tiresias Way Rancho Cordova CA 95742	Current Resident 12012 Tiresias Way Rancho Cordova CA 95742
Current Resident 12013 Tiresias Way Rancho Cordova CA 95742	Current Resident 12016 Tiresias Way Rancho Cordova CA 95742	Current Resident 12017 Tiresias Way Rancho Cordova CA 95742
Chu Henry 12020 Tiresias Way Rancho Cordova CA 95742	Current Resident 12021 Tiresias Way Rancho Cordova CA 95742	Bodhankar Shashank/priyanka Jayant Hatwalne 12024 Tiresias Way Rancho Cordova CA 95742
Hedge Diana 12025 Tiresias Way Rancho Cordova CA 95742	Current Resident 12028 Tiresias Way Rancho Cordova CA 95742	Aldrete Caroline/james 12029 Tiresias Way Rancho Cordova CA 95742
Current Resident 12032 Tiresias Way Rancho Cordova CA 95742	Garcia Brian B/jasmine-may/benjamin San Jose 12033 Tiresias Way Rancho Cordova CA 95742	Garcia Carol/prem K Perumal V 12036 Tiresias Way Rancho Cordova CA 95742
Schultz William Edward/mary Ann Kirk 12037 Tiresias Way Rancho Cordova CA 95742	Yoon Youngsik 12040 Tiresias Way Rancho Cordova CA 95742	Ball Robert/ranpreet Kaur/laurie 12041 Tiresias Way Rancho Cordova CA 95742
Rankin Christy A/daniel A 12044 Tiresias Way Rancho Cordova CA 95742	Mohammed Imtiaz Ali 12045 Tiresias Way Rancho Cordova CA 95742	Jones Jason/tanya 12049 Tiresias Way Rancho Cordova CA 95742
Song Yusoo/soon Ho 12053 Tiresias Way Rancho Cordova CA 95742	Partlow Nancy J/james C 12057 Tiresias Way Rancho Cordova CA 95742	Lewis Sandra M/jennifer E 12061 Tiresias Way Rancho Cordova CA 95742

ATTACHMENT 4

Willemssen Michael C/tiana H
12065 Tiresias Way
Rancho Cordova CA 95742

Pusateri Dianne/keith
12068 Tiresias Way
Rancho Cordova CA 95742

Mara Janice/william
12069 Tiresias Way
Rancho Cordova CA 95742

Lennar Homes Of California
Incorporated
1420 Rocky Ridge Dr 320
Roseville CA 95661
Current Resident
4036 Aura Way
Rancho Cordova CA 95742

Lennar Homes Of California
Incorporated
1420 Rocky Ridge Dr Ste 320
Roseville CA 95661
Current Resident
4074 Ravisa Way
Rancho Cordova CA 95742

K Hovnanian At Jaeger Ranch Llc
3721 Douglas Blvd Ste 150
Roseville CA 95661
Current Resident
4078 Ravisa Way
Rancho Cordova CA 95742

Current Resident
4112 Aura Way
Rancho Cordova CA 95742

Current Resident
4116 Aura Way
Rancho Cordova CA 95742

Current Resident
4120 Aura Way
Rancho Cordova CA 95742

Current Resident
4123 Aura Way
Rancho Cordova CA 95742

Current Resident
4124 Aura Way
Rancho Cordova CA 95742

Current Resident
4127 Aura Way
Rancho Cordova CA 95742

Current Resident
4128 Aura Way
Rancho Cordova CA 95742

Current Resident
4131 Aura Way
Rancho Cordova CA 95742

Current Resident
4132 Aura Way
Rancho Cordova CA 95742

Current Resident
4135 Aura Way
Rancho Cordova CA 95742

Current Resident
4139 Aura Way
Rancho Cordova CA 95742

Current Resident
4140 Aura Way
Rancho Cordova CA 95742

Current Resident
4143 Aura Way
Rancho Cordova CA 95742

Current Resident
4144 Aura Way
Rancho Cordova CA 95742

Current Resident
4147 Aura Way
Rancho Cordova CA 95742

Current Resident
4148 Aura Way
Rancho Cordova CA 95742

Mora Heather/paul Schweiger
4211 Parnassus Dr
Rancho Cordova CA 95742

Singh Jagdishwar/prabhinderjit
Kaur/jagpreet Singh
4215 Parnassus Dr
Rancho Cordova CA 95742

Current Resident
4218 Parnassus Dr
Rancho Cordova CA 95742

Moskaira Michael Peralta/amor
Zapenta
4219 Parnassus Dr
Rancho Cordova CA 95742

Stein James Irwin/lourdes Dela Fuente
4221 Minotaur Cir
Rancho Cordova CA 95742

ATTACHMENT 4

Current Resident
4222 Parnassus Dr
Rancho Cordova CA 95742

Current Resident
4226 Parnassus Dr
Rancho Cordova CA 95742

Burkey Wallace Neil/elizabeth
Ann/robert Paul/etal
4233 Minotaur Cir
Rancho Cordova CA 95742

Paclibare Pimentel Mark
Andrew/michelle Lee Heins
4245 Minotaur Cir
Rancho Cordova CA 95742

Current Resident
4382 Borderlands Dr
Rancho Cordova CA 95742

Montelena Douglas Llc
5241 Arnold Ave
McClellan CA 95652

Current Resident
4223 Parnassus Dr
Rancho Cordova CA 95742

Current Resident
4227 Parnassus Dr
Rancho Cordova CA 95742

Johnson John W/jaime G Caluya
4237 Minotaur Cir
Rancho Cordova CA 95742

Amoruso Amanda G/stephen M Wegley
4249 Minotaur Cir
Rancho Cordova CA 95742

Current Resident
4386 Borderlands Dr
Rancho Cordova CA 95742

Sunridge Anatolla Llc
7700 College Town Dr 101
Sacramento CA 95826

Black Jason/stephanie Dawn
4225 Minotaur Cir
Rancho Cordova CA 95742

Sentsov Vladimir/tatyana
4229 Minotaur Cir
Rancho Cordova CA 95742

Ramirez Riano Mario Alejandro/etal
4241 Minotaur Cir
Rancho Cordova CA 95742

Cresleigh Homes Corporation
433 California St 7th
San Francisco CA 94104

Current Resident
4499 Rancho Cordova Pkwy
Rancho Cordova CA 95742

Sacto Vly Conservancy
Po Box 163351
Sacramento CA 95816

MEMORANDUM



DATE: January 21, 2020
TO: Honorable Mayor and Council Members
FROM: June Cowles, Senior Planner
SUBJECT: **THE RANCH SPECIAL PLANNING AREA SECOND ORDINANCE
READING FOR THE REZONE TO THE RANCH SPECIAL PLANNING
AREA AND DEVELOPMENT AGREEMENT. DD9725. SOUTH OF
DOUGLAS BOULEVARD AND EAST OF RANCHO CORDOVA
PARKWAY.**

RECOMMENDATION

Waive the second reading and adopt the Ordinances.

RESULT OF RECOMMENDED ACTION

Approval of the Ordinance for the Rezone for The Ranch Special Planning Area will establish the land plan (zoning map) and zoning regulations for development within the 530 acre project area. Approval of the Ordinance for The Ranch Development Agreement will establish certain development rights to proceed with development of the property in accordance with the Special Planning Area.

BACKGROUND

On January 6, 2020 the City Council waived the first reading and passed to a second reading for an Ordinance for The Ranch Rezone from Agricultural 80 to The Ranch Special Planning Planning Area and a 2nd Ordinance for the Ranch Development Agreement.

FISCAL IMPACT AND FUNDING SOURCE

Approval of The Ranch project would allow the construction of 1,690 residential units, 5.73 acres of commercial, and 14.36 acres of public parks and 8.99 acres of private parks and reservation of open space within the City of Rancho Cordova. This will benefit the City and the community by providing direct contributions to fund needed public infrastructure for this project and the broader community.

All privately owned development will generate property taxes to support City services. Additionally, the non-residential uses within The Ranch will contribute revenue to the City in the form of sales tax and the employment generating uses will provide various secondary benefits to the local economy. While the project will generate additional demands for municipal services, the project will be subject to existing and new funding mechanisms to pay fair share

costs for ongoing operations, maintenance, and services that will offset City costs.

Based upon analysis completed within the project review, approval of The Ranch will likely have a net benefit to the City of Rancho Cordova.

ATTACHMENT(S)

1. Ordinance Rezone Ranch SPA
2. Exhibit A to the Ordinance Ranch SPA Handbook
3. DA Ordinance
4. Exhibit A to the Ordinance DA and Exhibits

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2020

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REZONING THE RANCH PROPERTY FROM AGRICULTURAL 80 TO THE RANCH SPECIAL
PLANNING AREA**

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

WHEREAS, The Ranch, due to its central location in the eastern part of the City, is envisioned as an integral part of the City; and

WHEREAS, The Ranch project is a plan for a mixed-use development with a broad range of residential uses, commercial, parks/open space, natural resources, and associated infrastructure and roads on an approximately 530-acre site in the City. The Project includes 1,690 residential units at various densities; of that number of residential uses, 743 residential units are active adult, 5.73 acres of commercial, 14.36 acres of community and neighborhood parks, 8.99 acres of private parks; stormwater detention basins; open-space areas, trails, major roads with landscaping; and a 200 acre wetland natural resource/preserve; and

WHEREAS, The Ranch Special Planning Area (SPA) consistent with Government Code section 65451 establishes the land plan (zoning map) and zoning regulations for development within the 530 acre project area. Consistent with State law, a Special Planning Area can establish zoning regulations that are different from and unique to the project area. The Ranch SPA includes information about project objectives, relationship to other City documents, setting and surroundings, land use and circulation, development standards, environmental resources, public utilities, design guidelines and on-site infrastructure phasing plan; and

WHEREAS, The Ranch Special Planning Area adopted by this Ordinance (attached hereto as Exhibit A) complies with the requirements of California Government Code sections 65451 and 65454 and its adoption complies with Government Code section 65453; and

WHEREAS, the City referred the proposed Ranch Special Planning Area to numerous agencies and entities and provided each with adequate time in which to comment on the draft Special Planning Area; and

WHEREAS, in accordance with Government Code section 65454, the proposed Ranch Special Planning Area has been determined to be consistent with the City's General Plan as detailed in The Ranch Special Planning Area Handbook (Consistency of The Ranch Special Planning Area with the City of Rancho Cordova General Plan): and

WHEREAS, the City determined that an Environmental Impact Report ("EIR") should be prepared and circulated a Notice of Preparation on July 26, 2018 to public agencies and interested parties for consultation on the scope of the EIR; and

WHEREAS, the Draft EIR was circulated for public review from August 16, 2019 through September 30, 2019 which identified several potentially significant impacts that will be reduced to insignificance with specified mitigation measures and certain impacts that are significant and unavoidable. Approval of the Project will therefore require adoption of CEQA environmental

findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program; and

WHEREAS, on January 6, 2020, the City Council held a properly noticed public hearing at which it received a report from City Staff regarding The Ranch Special Planning Area and oral and written testimony from the public, and deliberated on the item; and

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

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

Section 1. Recitals.

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

Section 2: Rezone Findings.

A. Finding: The proposed amendment is internally consistent with the General Plan. Evidence: In accordance with Government Code section 65454, the City Council finds that the proposed Ranch Special Planning Area is consistent with the City's General Plan. The findings and evidence to support this General Plan consistency determination are set forth in Exhibit A attached hereto and incorporated herein by this reference, which addressing consistency with applicable policies in the General Plan, and the general findings set forth below.

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

- i. The Ranch Special Planning Area includes land use districts that are consistent with the desired land use patterns (neighborhoods and villages) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of The Ranch Special Planning Area are consistent with the Suncreek Preserve Planning Area Concept Plan (General Plan Figure LU-26), corresponding text description, and assumed development potential (General Plan Table LU-5) outlined in the General Plan.
- ii. The Ranch Special Planning Area includes a land use plan, 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 commercial area within The Ranch are in keeping with the building block concepts outlined in the Urban Design Element (General Plan Goal UD-1 and corresponding policies and actions). Additionally, design guidelines establish unique project identity with context-sensitive design provisions envisioned in General Plan Goals UD-3.
- iii. The Ranch Special Planning Area includes land use designation for two commercial areas located at the corner of two major roadways. The SPA implements General Plan Economic Development Element Goal ED-1 in that it diversifies the local economy with

land uses that provide fiscal benefits to the City and residents, and because it provides new local retail and service opportunities that will generate tax revenues for the City.

- iv. The Ranch Land Use Plan includes a wide range of residential land use designations including single-family residential, medium density residential, high density residential, as well as an active adult community with amenities. Residential land use designations (allowing between 2 and 50 units/acre) are distributed throughout the project site with high density housing located in close proximity to the commercial area, parks, and trails. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities, respectively.
- v. The Ranch Circulation Plan is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local project traffic, improved community circulation, and as well as regional transportation system with the addition of one major east west roadway (Chrysanthy Boulevard) as well as improvements to the north-south connectivity. The Ranch Bikeway and Trails Plan is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. The Ranch Special Planning Area Section 3.8.1 through 3.8.3 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 Ranch Land Use Plan designates approximately 200 acres (38% of the project area) for natural resources, which excludes storm water detention and private recreation areas. Project open space includes a 510 acre wetland preserve, drainage parkways, landscape corridors, and greenbelts which are consistent with the General Plan Goals NR-2 and NR-3. Project parks include a total of 14.36 acres of public parks and 8.99 acres of private parks. The Ranch Bikeway and Trails Plan paved off-street bike paths and trails connecting neighborhoods to activity centers and improving regional trail connections. Planned open space, parks, and trails for The Ranch 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. The Ranch Circulation Plan and Infrastructure plan identify necessary infrastructure, utilities, and services for the project consistent with the goals and policies outlined in the General Plan Infrastructure Goal ISF.2.
- viii. The Ranch Environmental Impact Report identifies all known and protected resources within the project area. Required protection and mitigation measures have been

incorporated into The Ranch SPA and the Mitigation Monitoring Report Plan. The Ranch project is consistent with the General Plan Natural Resources Element Goals NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands and creek corridors.

- ix. The Ranch project includes a drainage plans and guidelines 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.

B. Finding The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City

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

C. Finding: CEQA Compliance.

Evidence : In compliance with the California Environmental Quality Act ("CEQA"), on January 6, 2020, by Resolution, the City certified the Special Planning Area EIR (State Clearinghouse #2018072011) adopted environmental findings pursuant to CEQA guidelines Section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring plan for The Ranch project including the Special Planning Area, prior to approval of the Special Planning Area.

- D. Finding: If a map amendment the site is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses and provisions of utilities) for the requested zoning code.

Evidence: The project site is physically suitable for the proposed density of development. The proposed plan is consistent with the General Plan conceptual plan "Sun Creek Preserve Planning Area" as the land uses designations show in the TRSPA handbook Figure 3: Proposed General Plan Land Use Map. Natural Resource areas have been avoided to the extent possible. The proposed circulation plan enhances and expands roadway systems in the area with connections to existing roads. The project land use uses are consistent with the surrounding areas that includes residential and natural resources designations. The project infrastructure that includes utilities will connect into existing infrastructure.

- E. Finding: If a text amendment, the amendment is internally consistent with the other applicable provisions in the zoning code.

Evidence: The project includes a proposed zoned Special Planning Area (SPA) that is subject to development according to the SPA handbook text and exhibits as well as

subject to provisions as set forth by the Development Agreement. The Ranch SPA handbook provides a set of development standards and guidelines for the project site. As a SPA, the handbook establishes unique and specific standards to create design flexibility in achieving project goals. The standards and permitted uses provided in the SPA handbook are intended to supplement the City of Rancho Cordova Zoning Code. Where the standards are silent or unspecified, the City of Rancho Cordova Zoning Code shall apply.

Section 3: Special Area Planning Findings

- A. Finding: The proposed special planning area is consistent with the goals, policies, and objectives of the General Plan.
Evidence: The Ranch SPA is consistent with several of the General Plan goals as stated in The Ranch Special Planning Area handbook (Exhibit A: The Ranch Special Planning Area).
- B. Finding: The proposed special planning area meets the requirements set forth in Zoning Ordinance chapter 23.149.
Evidence: The proposed Ranch SPA includes the SPA handbook text and exhibits. The Ranch SPA handbook provides a set of development standards and guidelines for the project site. As a SPA, the handbook establishes unique and specific standards to create design flexibility in achieving project goals. The standards and permitted uses provided in the SPA handbook are intended to supplement the City of Rancho Cordova Zoning Code. Where the standards are silent or unspecified, the City of Rancho Cordova Zoning Code shall apply. The SPA handbook includes all the requirements as stated in the Zoning Ordinance chapter 23.149.120 General provisions.
- C. Finding: The special planning area is needed because the project is not possible under the existing requirements.
Evidence: The site is currently zoned as Agricultural 80 which would result in very low density residential use and agricultural uses. Therefore, higher residential uses and commercial uses would be unable to be developed on the project site. In addition, the General Plan concept plan shows higher residential densities and commercial that is consistent with the proposed SPA.

Section 4: Adoption of The Ranch Special Planning Area.

The City Council hereby adopts The Ranch Special Planning Area, attached as Exhibit A.

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 21st day of January, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk



THE RANCH

Special Planning Area Handbook

December 2019



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Project Team

JURISDICTION

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

APPLICANT/DEVELOPER

K. Hovnanian Homes
3721 Douglas Boulevard, Suite 150
Roseville, CA 95661

LAND PLANNER + LANDSCAPE ARCHITECT

Wood Rodgers Inc.
3301 C Street, Bldg. 100-B
Sacramento, CA 95816

CIVIL ENGINEER

CTA Engineering & Surveying
3233 Monier Circle
Rancho Cordova, CA 95742

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Introduction

1.1 OVERVIEW

The City of Rancho Cordova, since its incorporation in 2003, has defined an aggressive vision—to “Build a City”. Its implementing themes are equally important: Place Making, Catalyst for Change, Great Ideas, Land Use Change, and Services for Quality of Life.

Since the City of Rancho Cordova is not a traditional City nor built around a historic downtown, the long-term strategy is to create a unique urban form. The City has elected to pursue an urban form composed of multiple centers, each designed to contribute to the City as a whole. Such an approach to an urban form relies on a hierarchy of activity centers that respond to the diverse civic, residential, commercial, employment, and recreational needs of this growing community. The Ranch, due to its central location in the eastern part of the City, is envisioned as an integral part of the City—providing a dynamic program of types and styles of homes, connected to a commercial village center and a range of recreational uses by a series of on- and off-street trails.

In preparation for creating this handbook, the Applicant and Development Team have worked closely with City Staff and Elected Officials to understand the needs and wishes of the City and community at large. In addition, the Applicant and Development Team have reviewed and analyzed relevant policy and regulatory documents as context for this SPA document:

- City of Rancho Cordova General Plan
- City of Rancho Cordova Zoning Code
- Sunrise Douglas Community Plan
- South Sacramento Habitat Conservation Plan

- City of Rancho Cordova Pedestrian & Bicycle Master Plan
- Citywide Design Guidelines
- Cordova Recreation & Park District Master Plan for Incorporated Areas 2014
- Cordova Recreation & Park District Preliminary District-wide Facilities Distribution Plan, June 2017

Exhibit 1: Regional Location Map



1.2 PURPOSE

The purpose of The Ranch Special Planning Area Handbook is to guide future development(s) within The Ranch SPA project and allow for a more creative implementation of the General Plan. Special Planning Areas are more conducive to the use of imaginative planning standards that would not be allowed through the application of a standard zoning district.

The Ranch is envisioned to be a focal community that exemplifies the City's "building blocks" as described in the General Plan. Every city has several basic elements—neighborhoods, villages, and districts distributed throughout the community. Each of these elements contribute to a successful city. The Ranch will use these "building blocks" to create a city on a small scale—one that ensures a walkable, livable and sustainable development by:

- Providing a mix of residential and nonresidential uses,
- Creating neighborhood retail development,
- Implementing compact design to preserve sensitive wetlands,
- Providing market-rate neighborhoods with a variety of densities; and
- Create the City's first active-adult neighborhood to provide housing choices to an underserved segment of the City of Rancho Cordova's population catering to their specific needs and lifestyle.

The community is cohesively designed with a unique street scene, prominent monumentation to mark arrival, and a quality architectural palette to create continuity across varied and diverse housing types.

Through the creation, and eventual adoption, of a SPA Handbook, unique development standards and allowed uses will be established that will permit The Ranch to become this unique urban area. It is for these reasons that The Ranch Special Planning Area

Handbook has been created and why this community will be a model community in the City of Rancho Cordova and in the greater Sacramento region.

1.3 CONTEXT & SETTING

The Ranch Special Planning Area (TRSPA) lies within the Sunrise Douglas Community Plan area. However, the TRSPA was not included in the approved Sunridge Specific Plan (approved June 2003) nor was it included in the adjacent Suncreek Specific Plan (approved October 2012). In the City's General Plan, this area is called the "Suncreek Preserve Planning Area", and is slated for:

- A mix of low, medium and high-density residential uses,
- An Active Adult community comprises approximately 49% of the total residential development,
- A series of walkable neighborhoods with local and community parks,
- A village center with commercial development at the south east corner of the Chrysanthy Boulevard and Rancho Cordova Parkway intersection,
- Wetland preservation,
- Connection to the City's open space and trail system.

The Ranch Special Planning Area comprises approximately 530 contiguous acres and is bound on the north by the partially built Sunridge Park subdivision. The subject property is bound on the east by vacant lands known as Grantline 208 and Arista Del Sol, both with approved Tentative Subdivision Maps, and are currently being developed. The site is bound on the south by the approved Suncreek Specific Plan Area and on the west by the completed Anatolia II and Anatolia under construction.

Access to the subject property is provided by arterial roadways including Rancho Cordova Parkway on the west and Chrysanthy Boulevard, which is planned for extension through the project, ultimately connecting Sunrise Boulevard to Grantline Road.

With The Ranch SPA's proximity to the existing City of Rancho Cordova job base, Folsom Boulevard Transit Corridor, Highway 50, as well as the site's location in the heart of the Sunrise Douglas Community Plan, the SPA is strongly positioned to be as one of the focal communities within the City of Rancho Cordova.

Exhibit 2: Local Context Map



1.4 VISIONS AND PRINCIPLES

One of the essential goals of the City is to ensure that future growth is smart growth. A City is being built where quality of life and community balance are top priorities. RSPA designed to be developed in keeping with the following nine Smart Growth Principles, which are described in more detail below:

1. Balanced Land Uses
2. Transportation Choices
3. Housing Choices
4. Integrated (Mixed) Land Uses
5. Compact Urban Development
6. Walkable Neighborhoods
7. Preservation/Integration of Natural Resources
8. Quality Design/Sense of Place
9. Regeneration/Infill

These principles promote a balanced development to serve the economy, the community, and the environment.

1. Balanced Land Use

A balanced community is a healthy community – one that can support itself over the long-term and provide choices, variety, and services that residents need and expect.

Residential, commercial, office, recreational, and public/quasi-public uses are provided throughout the entire community and sized appropriately with the service area. Retail shopping opportunities are provided close to homes so as various recreational and public/quasi-public uses. The Ranch also provides a range of housing choices throughout the community.

2. Transportation Choices

Walking, cycling, public transit, and driving are all important modes of transportation and are all found at the Ranch development. Streets are designed to safely accommodate many modes of transportation; continuous off-street trails will connect future

residents to the commercial area, parks, future schools and open space area. A future transit stop, located at Rancho Cordova Parkway and Chrysanthy Boulevard intersection will provide public transit opportunities on the City's Signature Bus Route and accessible to all future residents.

3. Housing Opportunities and Choices

The design of the community allows for a range of densities, including low, medium and high density residential, and a variety of housing types including:

- Higher density Single-family homes:
 - o zero lot line/use-easement homes
 - o Alley-loaded homes
 - o I-courts (cluster) homes
- Multi-family residences
- Senior multi-family residences
- Traditional single-family homes
- Executive single-family homes
- Affordable Housing opportunities

What's more, The Ranch offers both a market-rate neighborhood and the City's first active-adult neighborhood, expanding the housing choices offered within the City of Rancho Cordova.

4. Mixed Land Uses

The Ranch community provides for various land uses within its boundaries. By integrating or mixing these compatible uses in close proximity to one another, the development creates a desirable place for people to live, work, play, and shop. A commercial neighborhood center blends with a high-density residential development through shared access points, landscape areas and public plaza for a true integration. Other residential uses are a short walk away. A multi-family use is combined with various recreational uses for truly unique experience. The Active Adult multi-family units are integrated with clubhouse, pool, gardens, and other recreational uses.

5. Compact Urban Development

Compact development uses less land than conventional development for a more efficient land use pattern conducive to the integration of compatible uses in close proximity. Efficient use of land provides more room for the things we care about, like parks, bike trails, playgrounds and environmental amenities. Most importantly, efficient design for both community and the building itself makes efficient use of our time, thereby providing more leisure time to spend with friends and family. Within the development several neighborhoods are designed as compact urban development and located in the close proximity to the public transportation, neighborhood commercial uses and recreational opportunities. Those uses include commercial, multi-family residential, small-lot single family homes and alley-loaded single-family homes.

6. Walkable Neighborhoods

Walkability is a focus for The Ranch Land Use Plan. Streets provide sidewalks and large shade trees to create a pedestrian-friendly street scene. Off-street trails connect neighborhoods to parks, open space and the commercial area so the residents can easily walk from their homes to schools, parks, and shopping areas. The off-street north-south trail will provide connectivity to the future school sites south of the development to the existing neighborhoods north of the project. Neighborhood streets are designed for slower speeds and pedestrian crossings at key locations. Off street trails and street sidewalks will connect neighborhoods to parks, open space, natural resource areas as well as commercial area and public transportation.

7. Preservation and Integration of Natural Resources

Natural resources are a valued amenity within The Ranch. Over 200+ acres will be placed in the natural permanent preserve. The development footprint was strategically chosen to minimize impacts to the natural resources found on site such as valuable vernal pools and natural habits for plants and animals unique to the area.

8. Quality Design/Sense of Place

One of the most important aspects of creating community character and sense of identity is through the quality of project design. The Ranch site design is focused on the future residents, the nature preserve and relationship to its surroundings. The Ranch Community creates a unique identity and a memorable place that is inviting to residents, employees, and visitors.

The Ranch specific design guidelines will ensure that new development improves the aesthetics of the community. The Ranch SPA document provides a vision for the community, to create cohesive continuity across varied and diverse housing types including the city's first Active Adult neighborhood. The communal nodes and gathering areas will provide the community with a sense of place regardless of neighborhood chosen.

9. Regeneration/Infill

The area of the plan has historically been called the "donut hole" as all surrounding parcels have their land uses determined and project approved, some build out or have their Tentative Maps approved making The Ranch is quasi-infill project. As such, The Ranch development will fill in a large gap in the center of the Sunrise Douglas Community Plan Area, providing vital transportation, infrastructure, recreational and natural resources link between communities and preserves.

1.5 THE RANCH LAND USE PLAN

The Ranch Land Use Plan is consistent with the patterns for development as set forth in the City's General Plan Land Use Map. The Land Use Plan locates a commercial area along Chrysanthy Boulevard and Rancho Cordova Parkway, two 4-lane (ultimately) arterial roadways, to provide varied housing opportunities in close proximity to shopping and daily services as well as to existing employment centers throughout the City.

The Ranch plan area is divided into three distinct neighborhoods that are generally separated by Chrysanthy Boulevard and the wetland preserve:

- **The Gateway Neighborhood.**
A commercial center with opportunity for neighborhood-serving multi-family, retail, and higher-density homes.
- **Parkview Neighborhood.**
A traditional, single-family neighborhood with a large, centrally located Community Park and a smaller Neighborhood park close to the entrance from Rancho Cordova parkway.
- **Four Seasons Neighborhood.**
A gated active-adult neighborhood located east of the wetland preserve.

These neighborhoods are described and illustrated in further detail in Section 2. Exhibit 3, below, illustrates the overall arrangement of neighborhoods and Exhibit 4 details the relationship of public and private lands.

Eight different single-family lot sizes and ten product types are provided within the Plan Area to accommodate various income levels and lifestyle choices within the plan area. Additionally, the plan provides for a higher density housing conveniently located next to the commercial village and in close proximity to transit opportunities.

The Ranch Land Use Plan provides many varied recreation opportunities in the form of both active and passive parks, natural open spaces, and a system of off-street trails. Public parks include; one 11-acre community park adjacent to open space power line corridor which is integrated for additional park uses, a +2-acre neighborhood park, and a 1.2-acre passive open green park at the edge of the preserve. The park is linked to the surrounding

neighborhood by sidewalks and off-street trails. A private clubhouse and system of private parks are provided in the Four Seasons neighborhood.

The plan area also includes a 200+/- acre wetland preserve that will be maintained in perpetuity for the preservation of threatened and/or endangered species. A pedestrian trail around the wetland preserve provides continuous off-street circulation from the Anatolia neighborhood to the west of Rancho Cordova Parkway, through The Ranch community, to future developments to the east and existing trail to the north.

The Ranch will consist of both public and private neighborhoods (see Exhibit 4, [Public and Private Neighborhoods](#)). Vehicle traffic will be limited to residents of the gated neighborhood, utility maintenance, and emergency vehicles. Please see primary entry discussion 3.9.4 for a detailed discussion.

The following is the proposed Land Use Plan and associated Land Use Summary.

Exhibit 3: Illustrative Site Plan

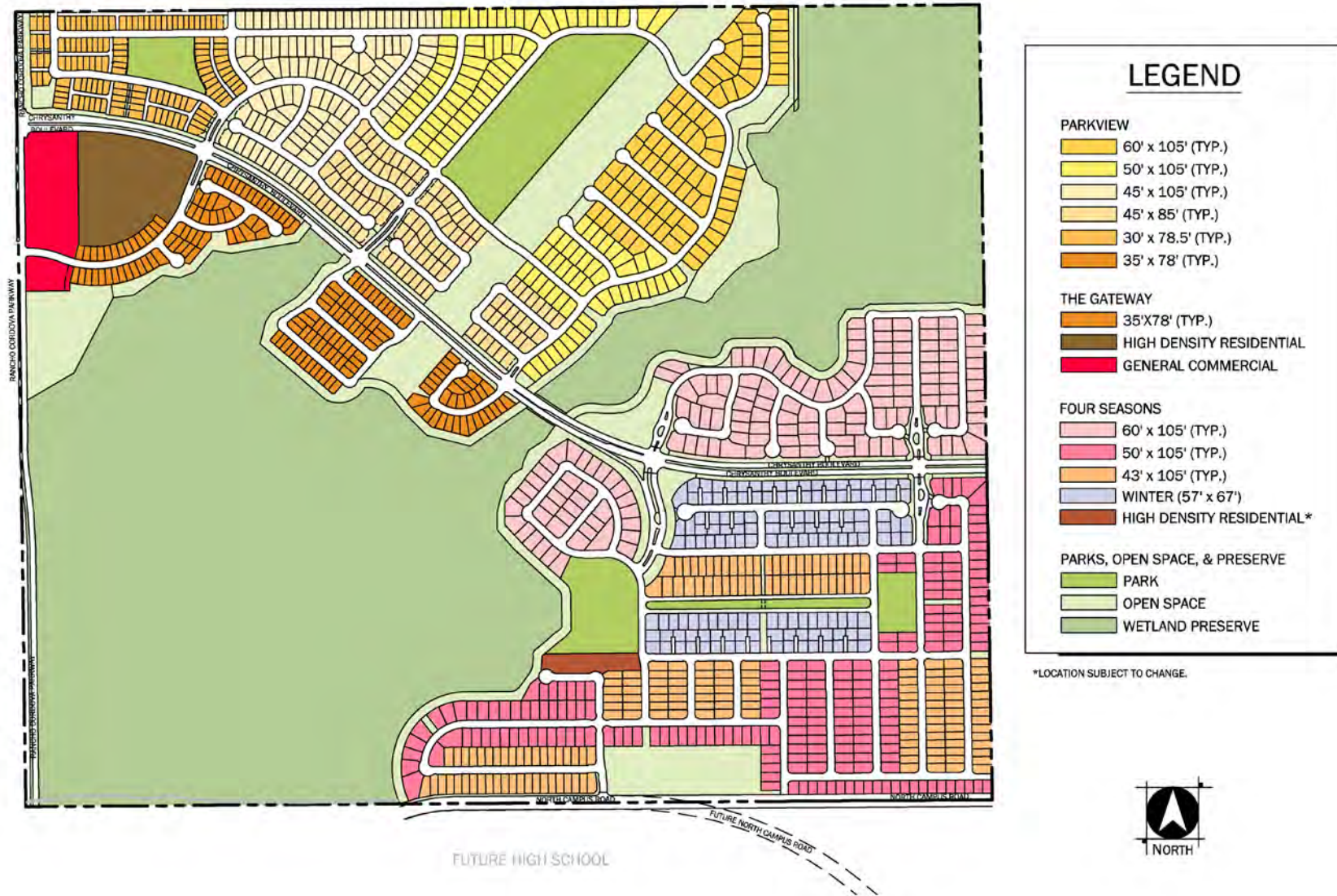
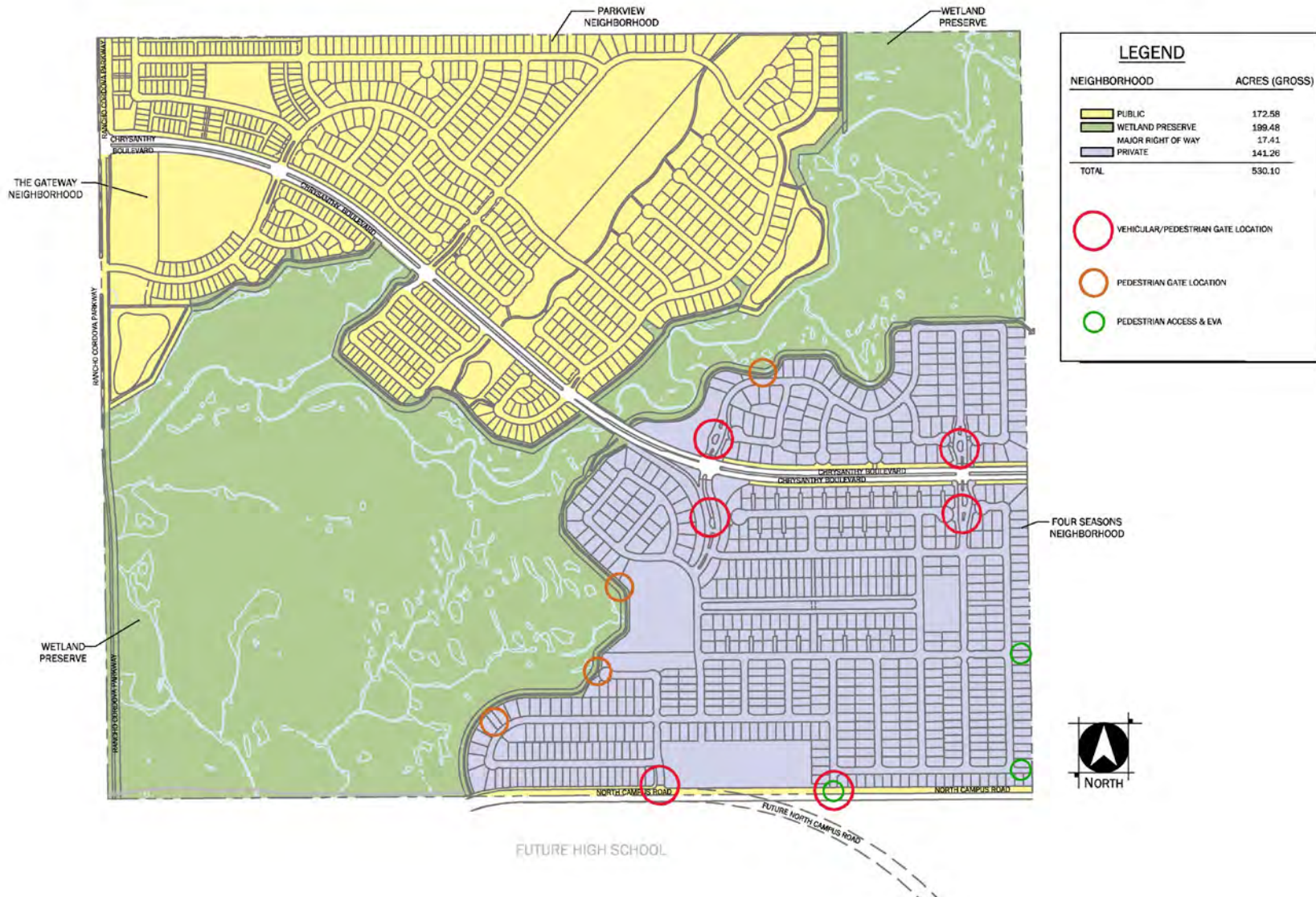


Table 1: Lot Size Summary Table

LOT SIZE SUMMARY			
LOT SIZE	ACRES (GROSS)	UNITS	DENSITY (GROSS)
PARKVIEW			
 60' x 105' (TYP.)	19.42	86	4.4
 50' x 105' (TYP.)	22.48	114	5.1
 45' x 105' (TYP.)	19.05	116	6.1
 45' x 85' (TYP.)	16.57	113	6.8
 30' x 78.5' (TYP.)	14.33	130	9.1
 35' x 78' (TYP.)	13.53	102	7.5
SUBTOTAL	105.38	661	-
THE GATEWAY			
 35'x78' (TYP.)	9.84	71	7.2
 HIGH DENSITY RESIDENTIAL	7.14	215	30.0
 GENERAL COMMERCIAL	5.73	-	-
SUBTOTAL	22.71	286	-
FOUR SEASONS			
 60' x 105' (TYP.)	43.97	159	3.6
 50' x 105' (TYP.)	36.47	212	5.8
 43' x 105' (TYP.)	27.27	189	6.9
 WINTER (57' x 67')	21.83	145	6.6
 HIGH DENSITY RESIDENTIAL	1.26	38	30.0
SUBTOTAL	130.96	743	-
PARKS, OPEN SPACE, & PRESERVE			
 PARK	23.35	-	-
 OPEN SPACE	30.07	-	-
 WETLAND PRESERVE	199.48	-	-
MAJOR RIGHT-OF-WAY	18.10	-	-
TOTAL	530.10	1,690	-

Exhibit 4: Public + Private Neighborhoods



2 Regulatory Framework

2.1 RELATIONSHIP TO EXISTING CITY DOCUMENTS

The Ranch Special Planning Area (TRSPA) Handbook, and the subsequent Development Agreement, work together to insure a high-quality cohesive design that implements the vision for The Ranch. By virtue of the adoption of this Handbook by ordinance, the zoning districts, development standards and guidelines provided herein shall apply. Where there is a conflict between this document and other City documents, the tentative subdivision map, the TRSPA Development Agreement, and this Handbook shall prevail.

2.2 GENERAL PLAN CONSISTENCY

As defined in the City's Zoning Code a Special Planning Area can allow for a more unique development than what would otherwise be possible under provisions of the existing zoning code; however, the SPA must be consistent with the goals, policies and objectives of the General Plan. The Ranch SPA accomplishes the following City of Rancho Cordova General Plan goals:

Goal LU.2: Establish growth patterns based on smart growth principles and the City building blocks concept.

The Ranch design was based on proven Smart Growth Principles. Smart Growth principles relevant to the project include:

- Creating a distinctive, attractive community with a strong sense of place,
- Creating walkable, close-knit neighborhoods with excellent bicycle access, and
- Fostering citizen and stakeholder participation in development decisions.

Goal LU.6: Ensure development of the Planning Areas consistent with the City's vision.

This plan area is called the "Suncreek/Preserve Planning Area" in the City's General Plan, and is slated for:

- A mix of low, medium and high-density residential uses,
- A series of walkable neighborhoods with community park,
- A commercial village development on the south intersection of Chrysanthy Boulevard and Rancho Cordova Parkway,
- Wetland preservation, and
- Connection to the City's open space and trail system.

This Handbook implements each element discussed in the General Plan for this Suncreek/Preserve Planning Area.

Goal UD.1: Development in keeping with the building block concepts of neighborhoods, villages, and districts.

The Ranch uses these "building blocks" to create a small-scale city that provides:

- A mix of uses,
- Flexible retail development,
- Compact design which preserves sensitive wetlands,
- A market-rate neighborhood, and
- The City's first active-adult neighborhood.

These "building blocks" are all cohesively designed with a unique street scene, prominent monumentation to mark arrival, and an interesting architectural palette to create continuity across varied and diverse housing types.

Goal UD.3: Create unique project identities that contribute to the overall character of the district and City.

The Ranch proposes the City's first active-adult neighborhood which will be cohesively designed to blend with the traditional, market-rate neighborhood.

Goal ED.2: Encourage expansion of retail and services to meet local and regional demands and generate tax revenues for the City.

The commercial village is envisioned to provide neighborhood-serving retail and higher density homes, placing residents in walking distance to services and transit.

Goal H.1: Balance Employment and Housing

The village center concept places residents in walking and biking distance to retail and services. Ultimately creating a balance of employment opportunities in close proximity to housing.

Goal H.3: Encourage Housing Opportunities

The design of the community allows for a range of densities, including low, medium and high density residential, and a variety of housing types including:

- Single-family detached and attached,
- Front- and alley-loaded homes,
- Small-lot and clustered homes, and
- Multi-family attached homes.

What's more, The Ranch offers both a market-rate neighborhood and the City's first active-adult neighborhood, expanding the housing choices offered within the City of Rancho Cordova.

The Ranch has an Affordable Housing Plan that will provide housing opportunities for all economic segments of the community through an Affordable Housing In-lieu Fee and identify land for the City of Rancho Cordova's Regional Housing Needs Allocation.

Goal C.1: Develop a roadway system that accommodates future land uses at the City's desired level of service, provides multiple options for travel routes, protects residential areas from excessive traffic, coexists with other travel modes, and contributes to the quality of the City's residential, commercial, office, and industrial areas.

The extension of Chrysanthy Boulevard to the project's eastern boundary will begin to complete the City's planned roadway network

by providing connection from Sunrise Boulevard toward Grant Line Road.

Goal C.2: Establish an extensive, complete, smooth, interconnected, and continuous pedestrian and bicycle network that is a safe and attractive option for local or regional trips or recreation and that connects to the City's neighborhoods, parks and schools, employment areas, and retail centers.

Streets provide sidewalks and large shade trees to create a pedestrian-friendly street scene. Traffic-calming features included in the circulation system include narrower streets, limited single-loaded streets, parking on both sides of the street, posted speed limit signs, planter strips with street trees, bulb-outs, and horizontal shifts (lane centerline that curves or shifts), and intersection traffic calming features, including pedestrian push-buttons at three intersections, marked crosswalks, count-down signal timers where appropriate, curb extensions, channelization islands, median islands, and tight corner radii. Off-street trails connect neighborhoods to parks, open space and the commercial center. Details are shown on the Pedestrian Crossing and Trail Exhibit 30.

Goal C.3: Establish a viable transit system that connects all parts of the City and links with regional destinations.

The Ranch provides for multi-model transportation choices. A future transit stop, located at Rancho Cordova Parkway and Chrysanthy Boulevard, will provide public transit opportunities.

Goal OSPT.1: Create a premier system of public parks and recreation programs that meet the needs of all residents.

A community park is provided in The Ranch's traditional market-rate neighborhoods. The Cordova Recreation and Park District's Preliminary District-wide Facilities Distribution Plan anticipates the park program to include two regulation-sized soccer fields, public restrooms, and other facilities typical to community parks such as children's play areas, picnic shelters and sport courts. The community park's programming will be adjusted by Cordova Recreation and Park District as needed to meet current trends and

community needs when the design for the community park commences. For the active adult portion of the project, the plan provides a truly premier system of recreational programs including a clubhouse, pool, various ball courts, and community garden for the enjoyment of its residents.

Goal OSPT.2: Establish a system of open space areas that connect all parts of the community and provide opportunities for passive and neighborhood-based recreation.

The Ranch will dedicate approximately 32.53 acres of open space to the city. This will include a network of open space corridors such as greenway, trails, nodes, green infrastructure, paseos and small open space areas that will be provided throughout the community. There will be numerous trailheads and access points that provide connections from the residential neighborhoods to this open space system. The Ranch has strategically located public parks and open space adjacent to mitigation lands to create a greater sense of open space and to take advantage of trail connections.

Goal OSPT.3: Create a system of pedestrian and bicycle trails that maximize usage while providing places for walking and bicycling without conflicts with motor vehicles.

Walking and biking opportunities is a focus for The Ranch Land Use Plan. Streets provide sidewalks and large shade trees to create a pedestrian-friendly street scene. Off-street multi-use trails connect neighborhoods to parks, open space and the commercial center.

Goal ISF.2: Ensure the development of quality infrastructure to meet community needs at the time they are needed.

Infrastructure improvements will be phased to meet the needs of the community as it develops.

Goal NR.2: Preserve the City's rich and diverse natural wetlands.

The Ranch preserves over 200 acres of on-site wetlands. Off-street trails are provided along the preserved wetland, consistent with the South Sacramento Habitat Conservation Plan. The trails will provide

opportunities for passive outlook areas, including benches and pet waste stations, at major trailhead locations.

Goal NR.3: Preserve and maintain creek corridors and wetland preserves with useable buffer zones throughout the new development areas as feasible.

The design of the community has minimized developable area in order to prioritize natural resources and included buffer zones at the edge of the development area to protect natural resources.

Goal E.1: Reduce greenhouse gas and air pollutant emissions through sustainable features that reduce energy demands, air pollutant emissions, and greenhouse gas emissions compared with conventional development.

Reduce energy demand through providing electric vehicle charging stations for at least 50% of single family residences and 5% of parking spaces within the commercial, parks and recreation, and multi-family land uses, planting at least 2,240 trees, installing energy-efficient outdoor lighting, energy-efficient appliances, low-flow appliances, and water-efficient irrigation systems, reducing turf areas to 70% less than maximum allowed, meeting at 95% of energy demand through renewable energy.

2.3 SPECIAL PLANNING AREA ADMINISTRATION

This Handbook is the culmination of intensive project-specific planning. Provided in this Handbook are a set of development standards and guidelines which, once approved, will set The Ranch apart from other communities.

Although this handbook will grant approval for those items described and illustrated herein, The Ranch SPA is subject to the City of Rancho Cordova's design review process. Design review is a subject to the City of Rancho Cordova Municipal Code, Chapter 23.141, Major Design Review. Once the Design Review is approved by the City Council, the approvals are vested for 10 years from the date of the approval.

3 Special Planning Area Elements

3.1 LAND USE DESIGNATIONS

The Ranch SPA Land Use Designations are consistent with the City's General Plan (Exhibit 5):

Low Density Residential (LDR) 2.1 – 6.0 du/ac

The Single-Family Residential Land Use Designation is generally characterized by single-family detached residential lots in a variety of lot sizes and configurations. Within the TRSPA this land use designation is used for the single-family conventional residential lot sizes of 60'x105'. Other lot sizes and configurations meeting the specified density range are possible and are permitted.

Medium Density Residential (MDR) 6.1 – 18.0 du/ac

The Medium Density Residential Land Use Designation is generally characterized by small lot single-family detached or single-family attached products including condominium and townhome type development. Within the TRSPA this land use designation is used for the small lot single-family residential at various lot sizes and configurations including but not limited to and 50'x105' and 45'x105' conventional lots, 45'x85' conventional lots, 35'x78' conventional lots, 30'x78.5' alley-loaded lots and 4-pack Cluster lots. Other lot sizes and configurations meeting the specified density range are possible and are permitted. A lot may vary in the area by $\pm 10\%$ and still be considered consistent with the lot type per Exhibit 3.

High Density Residential (HDR) 27.0 – 50.0 du/ac

The High-Density Residential Land Use Designation is generally characterized by larger multi-family housing complexes, like apartments, or other multi-family attached condominium products. Within the TRSPA this land use designation has a maximum density

of 50 dwelling units per acre. Other types and configurations meeting the specified density range are possible and permitted.

Commercial (C)

The Commercial Land Use designation is characterized by neighborhood-serving uses, the daily shopping and service needs of residents within The Ranch Plan Area. Typical uses include retail services, including general retail, restaurants, coffee shops, offices, small to medium sized grocery stores, drug stores, and dry cleaners. This designation allows for a Floor Area Ratio (FAR) ranging from 0.25 to 1.0.

Parks/Open Space (P/OS)

The Parks/Open Space Land Use Designation is generally characterized by parks and other public facilities owned and operated by the Cordova Recreation Park District, City of Ranch Cordova, and HOA. See [page 71, Exhibit 33: Overall Parks + Open Space System for a detailed map](#). Within the TRSPA this land use is used for the parks, open space along the power line corridor.

Natural Resources (NR)

This land use is generally characterized by lands set aside as natural habitat to protect natural and/or protected resources. Within the TRSPA this land use designation is used for the wetland preserve, associated development buffer zone and public trails.

3.2 ZONING + PERMITTED LAND USES

The Ranch is zoned SPA (Exhibit 6) and is subject to development according to the text and exhibits contained herein, as well as subject to provisions as set forth by the project's Development Agreement. The standards and permitted uses provided in this document are intended to supplement the City of Rancho Cordova Zoning Code. As a SPA, this handbook establishes unique and specific standards to create design flexibility in achieving project goals. Where these standards are silent or unspecified, the City of Rancho Cordova Zoning Code shall apply.

Permitted Land Uses

Allowed uses, and corresponding permit requirements, for all residential zoning districts in the TRSPA shall be consistent with the City's Zoning Code. Ranch SPA zone characteristics, intensity of uses, and their attributes are located in section 3.5. This is a large and medium density residential district, allowing development of 4-10 dwelling units per acre. [Table 2](#), to follow, identifies allowed uses within the Commercial District.

Exhibit 5: General Plan Land Use Map

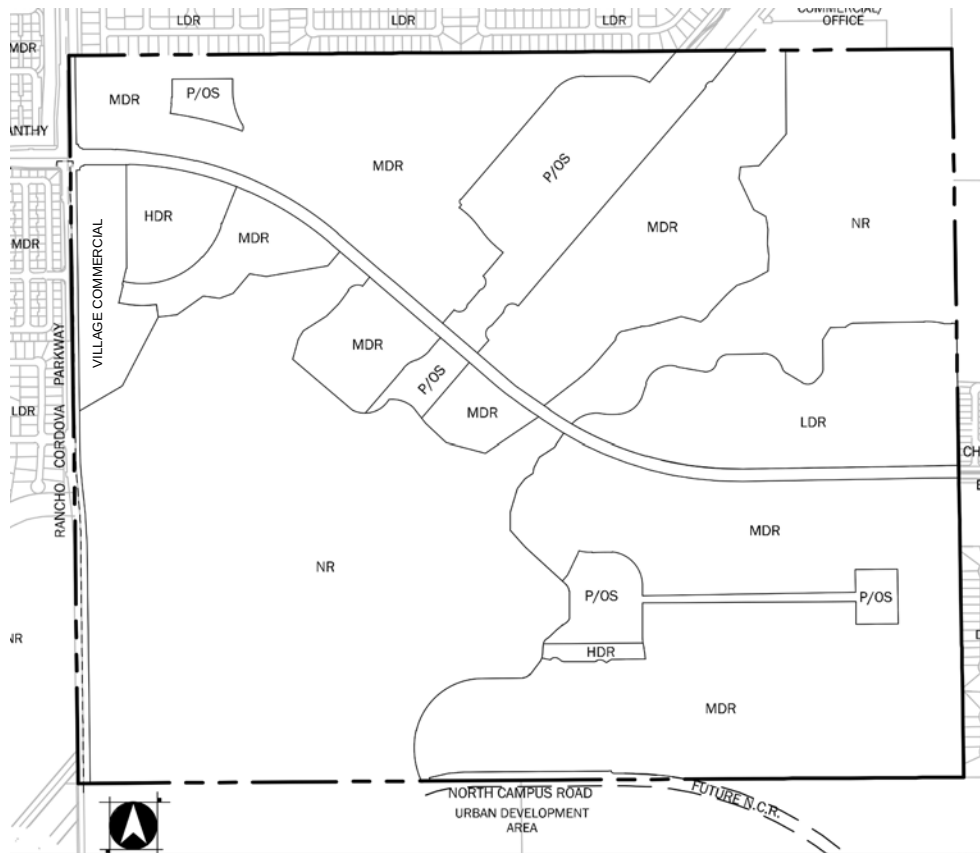
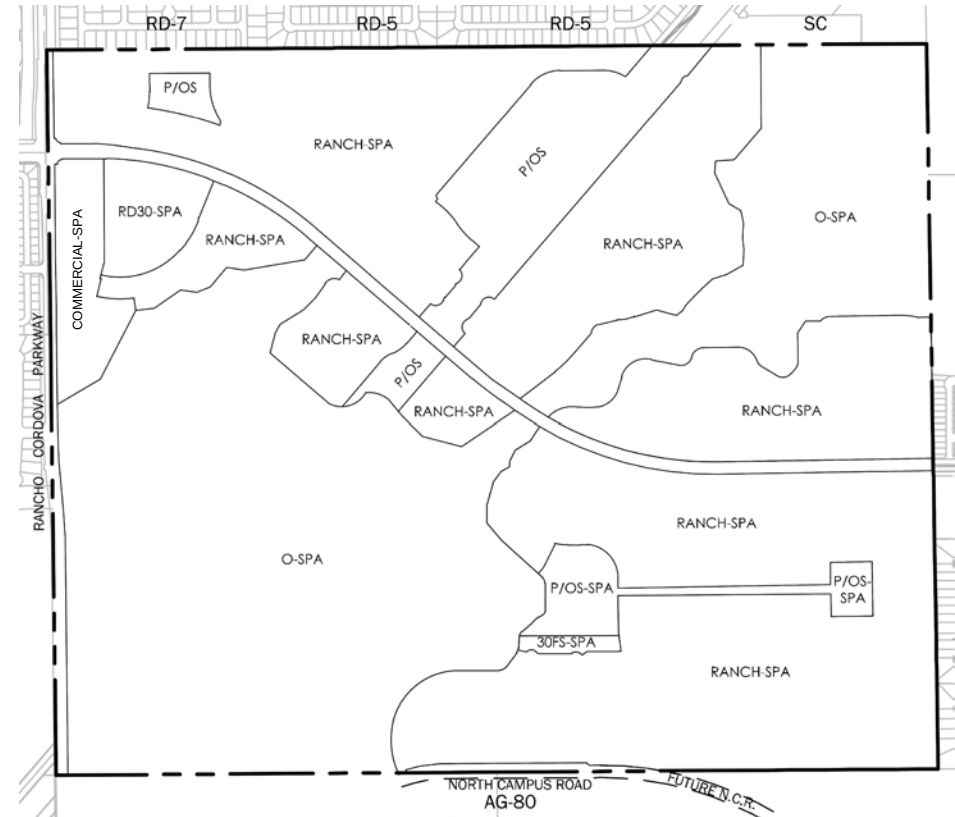


Exhibit 6: Zoning Map



ATTACHMENT 2

Exhibit A to the Ordinance

Table 2: Permitted Uses for Commercial District¹

RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES	
Clubs, Lodges, and Private Meeting Halls	P
Indoor Amusement/Entertainment Facility	P
Indoor Fitness and Sports Facility	P
Libraries and Museums	P
Public Safety Facility	P
Religious Institutions	P
Schools, Private and Special/Studios	P
Theaters and Auditoriums	P
UTILITY, TRANSPORTATION, AND COMMUNICATION USE LISTINGS	
Park and Ride Facility	CUP
Telecommunication Facility	CUP
Utility Facilities and Infrastructure	CUP
RETAIL, SERVICE, AND OFFICE USE LISTINGS	
Alcoholic Beverage Sale ²	CUP
Animal Sales and Grooming	P
Art, Antique, Collectable	P
Artisan Shops	P
Banks and Financial Services	P
Brew Pub	P
Business Support Services	P
Child Day Care Facility	P
Convenience Stores	CUP
Furniture, Furnishings, and Appliance Stores	P
Garden Center/Plant Nursery	P
Grocery Stores/Supermarket	P
Home Improvement Supplies	P
Maintenance and Repair, Small Equipment	P
Medical Services, General	P
Medical Services, Extended Care	P
Neighborhood Market	P
Offices, Business and Professional	P
Offices, Accessory	P
Personal Services	P
Restaurant	P
Retail, Accessory	P

Retail, General	P
Veterinary Facility	P
RESIDENTIAL	
Caretaker Housing	P
Dwelling, Multifamily	P
Live-Work Facility	P
AUTOMOBILE AND VEHICLE USES	
Auto Parts Sales	P
Car Washing	CUP
Detailing/Waterless Car Wash	CUP
Service Stations	CUP
INDUSTRIAL, MANUFACTURING, AND PROCESSING USES	
Brewery, Winery, Distillery	P
Printing and Publishing	P

1. Outdoor storage shall comply with Chapter 23.728 and Chapter 23.731 for standards related to the outdoor storage and screening.
2. On site consumption is permitted as an incidental use to a permitted primary use.

3.3 THE RANCH NEIGHBORHOODS

As discussed in the introduction, The Ranch Land Use Plan is divided into three distinct neighborhoods that are generally separated by Chrysanthy Boulevard and wetland preserve. Each neighborhood is defined by its location and relationship to adjacent park, open space or wetland preserve. To follow is a detailed discussion of each neighborhood.

3.3.1 The Gateway Neighborhood

The Gateway Neighborhood creates a public front door to The Ranch Plan Area by forming a commercial edge along Rancho Cordova Parkway. The neighborhood provides local-serving retail opportunities next to higher-density residential uses as well as a small-lot single-family residential village on its eastern boundary.

The internal street network of The Gateway Neighborhood is well connected, providing on- and off-street connection to trails along the Wetland Preserve. This neighborhood provides amenities and commercial uses to both the surrounding neighborhoods and community at large.

To the maximum extent practicable, every effort should be made to blend and connect Commercial and High Density Residential uses at this location. No screen wall shall be erected to divide the two uses. The goal is to achieve Mixed Use feel in the neighborhood.

Also located within this neighborhood is a large detention/ water quality basin that will be designed to incorporate trails

The Gateway Neighborhood is generally bound on the north by Chrysanthy Boulevard, on the east by the open space trail along the Wetland Preserve, on the south by the Wetland Preserve and on the west by Rancho Cordova Parkway.

Exhibit 7: The Gateway Neighborhood Map

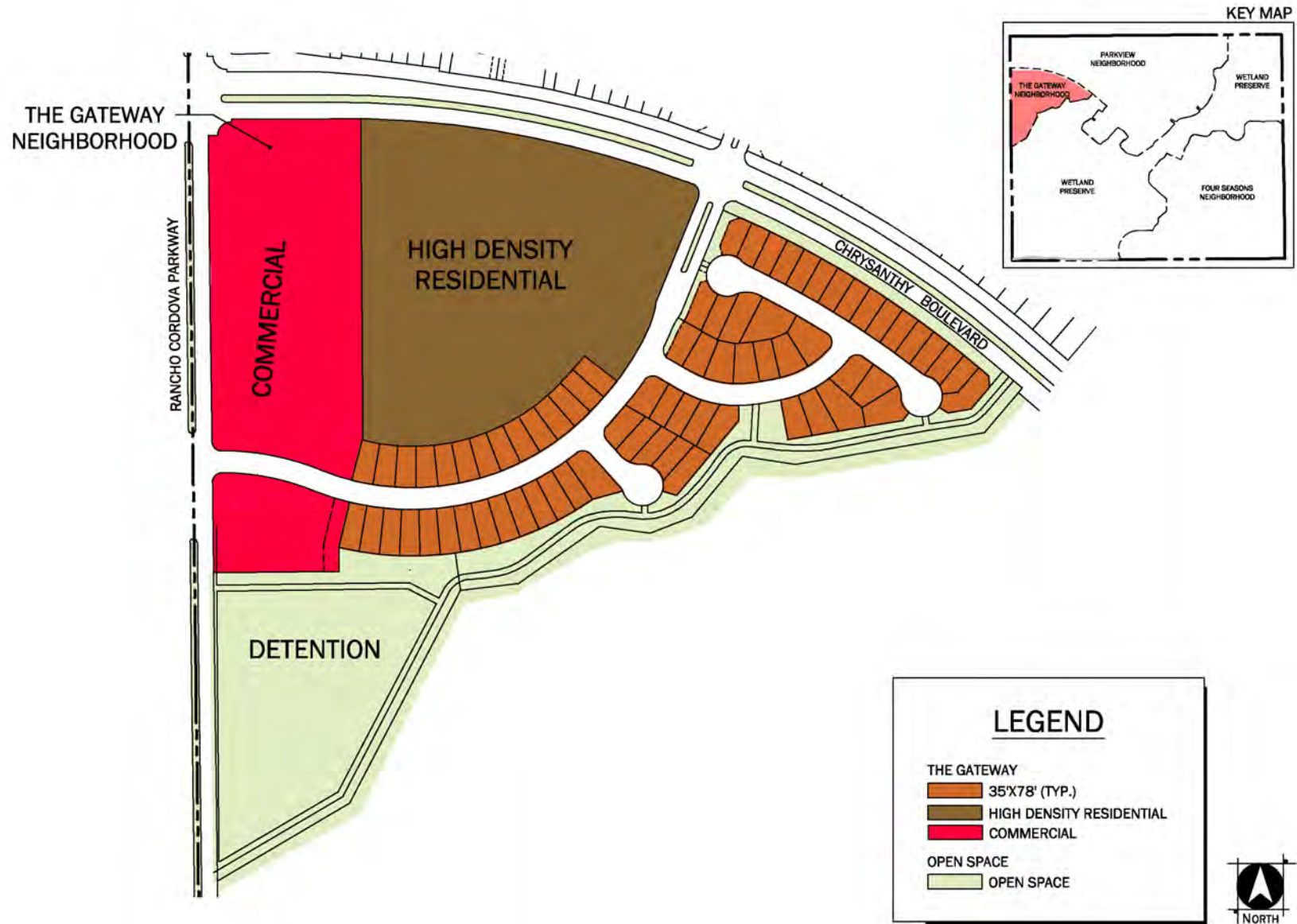


Exhibit 8: The Gateway Neighborhood Conceptual Site Plan



Note: Conceptual site plan only. Layout is subject to change.

3.3.2 Parkview Neighborhood

Parkview is home to a large, centrally located community park surrounded by single-family residential at various lot sizes and configurations. The neighborhood park is planned to provide recreational opportunities to the surrounding villages and may include play structures, sport courts, and shade structures. The power line corridor bisects the neighborhood, offering a parkway of passive recreational uses and a continuous off-street trail from the northern edge of the plan area to the wetland preserve trail south of Chrysanthy Boulevard.

Parkview is generally bound on the north by the project boundary and a partially built single-family residential neighborhood, on the east by the wetland preserve, on the south by Chrysanthy Boulevard and the wetland preserve and on the west by Rancho Cordova Parkway.

Exhibit 9: Parkview Neighborhood Map

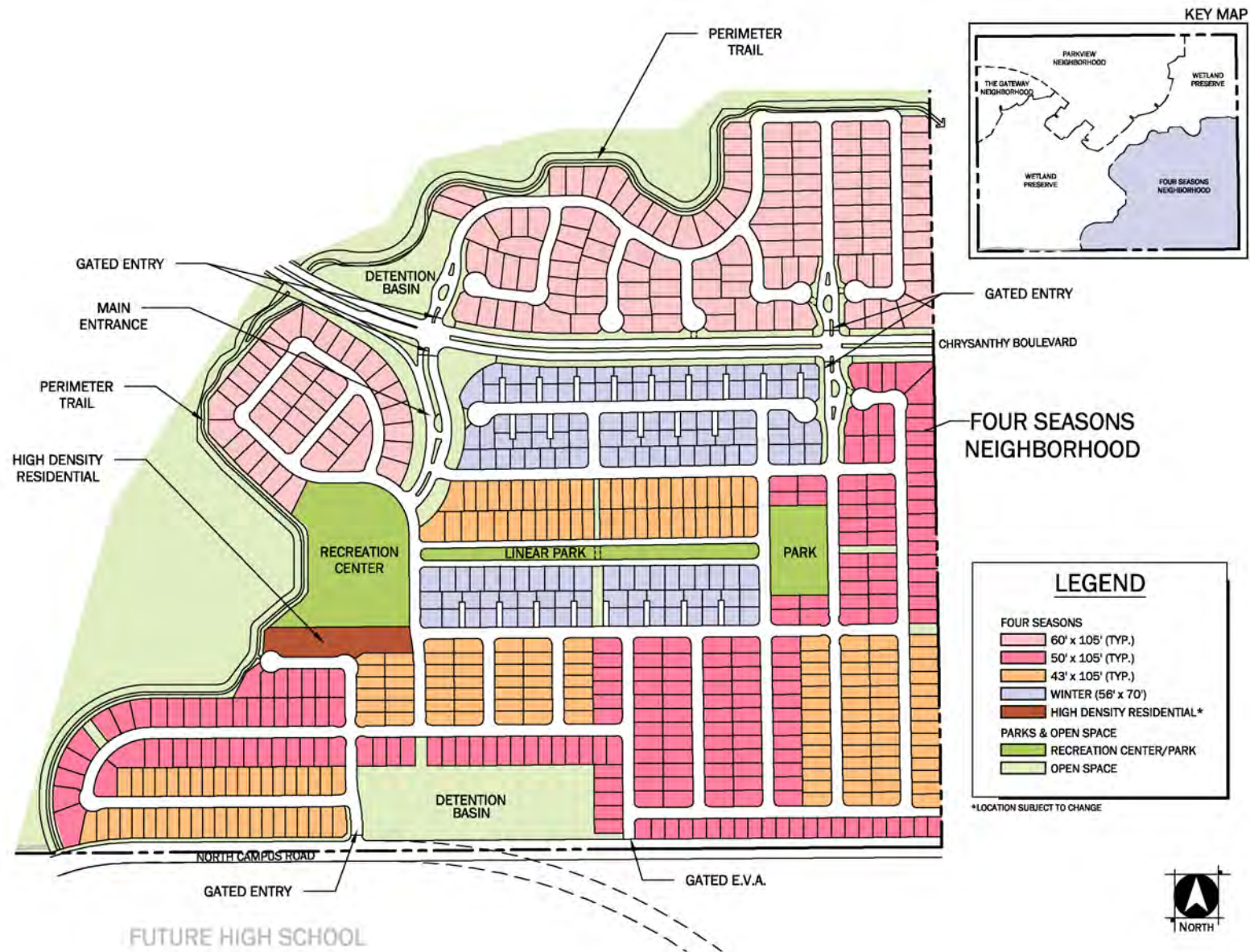


3.3.3 Four Seasons Neighborhood

The Four Seasons Neighborhood is the first active-adult community within the City of Rancho Cordova. Envisioned as a gated community, this neighborhood contains four single family residential lot sizes and product types organized around a suite of private recreational amenities: a clubhouse, linear park, community and rose garden, planned for connectivity. High density units (38-unit maximum) are permitted within the recreation center parcel, providing rental opportunities with the active-adult community. A multi-use trail is also provided along the wetland preserve which will provide off-street pedestrian and bicycle connection between the southern and northern portions of the neighborhood.

The Four Seasons Neighborhood is generally bound on the north by the wetland preserve, on the east by the project boundary and future single-family residential uses, on the south by the project boundary and the approved Suncreek Specific Plan Area (including a high school and regional park) and east by the wetland preserve.

Exhibit 10: Four Seasons Neighborhood Map



3.4 ARCHITECTURAL STYLES

The Ranch allows for a wide variety of architectural styles throughout each of the residential and non-residential neighborhoods. To follow are illustrations and graphics of the architectural styles. These representations are not meant to be descriptive but are meant to demonstrate typical examples of the variety of footprints and massing, elevations, and possible design elements. Implementation of the architecture should always be of quality materials and finishes.

Other architectural styles not mentioned in the following pages are allowed but will be subject to the city's design review approval.

3.4.1 Market Rate Single Family Residential

An array of architecture, blending historic styles with modernized designs and amenities will be carefully employed throughout each of the neighborhoods. Six architectural styles are proposed throughout the single-family neighborhoods, developing a dynamic and active streetscape.

Spanish Colonial

Informal, colorful, articulated

DESIGN CHARACTERISTICS

- Half round arches
- Low pitch gables with occasional hip roof accents
- Wrought iron accents, gable vents, plank shutters
- S-Tile roof
- Short gable eaves, with 12" minimum hip eaves
- Windows with large grids
- Occasional deeply recessed windows
- Occasional half round or oculus accent windows
- Stucco siding and detailing



Craftsman

Informal, hand-crafted, varied materials.

DESIGN CHARACTERISTICS

- Large front porches with tapered or multi-post columns
- Low pitch gables, flat concrete or comp roof tiles
- Mostly stucco siding with board and batten, lap, or shingle siding accents, especially under gables
- Stone and brick accents at column bases
- Single hung windows with grids on upper half
- Deep gable eaves with brackets (front only)
- No shutters



Tuscan

Rustic elegance, “built-over time” look, varied materials

DESIGN CHARACTERISTICS

- Low-pitched hip or gable roofs, S-tile
- Exposed timber truss tails, dentils and/or corbels
- Half round archways
- Stucco siding
- Stone masonry or brick accent siding
- Decorative shutters
- Accent wrought iron
- Windows with large grids
- Heavy lintels
- Rustic shutters used sparingly



Farmhouse

Semi-formal, repetition of materials, simple lines

DESIGN CHARACTERISTICS

- Large front porches, occasionally with metal accent roof
- Wood post columns with bracket and corbel detailing
- Combination of gable and shed roofs, medium pitch main gable, steeply pitched projecting gables
- Flat concrete or comp roof tiles
- Board and batten or horizontal siding on front, stucco on sides and rear (where not visible)
- Brick veneer accents
- Windows with small grids
- No shutters



French Country

Informal, interesting-varied roof lines, eye-catching details

DESIGN CHARACTERISTICS

- Prominent and steep projecting gables, main gable or hip roof
- Flat concrete or comp roof tiles
- Short eaves at gables, with deep eaves at shed roofs
- Flat arched exterior soffits
- Mixing of siding, colors and textures
- Decorative shutters
- Stucco siding with large areas of stone accent siding
- Windows with small grids



Modern/Contemporary

Clean lines, unconventional massing and window placement

DESIGN CHARACTERISTICS

- Low pitched or shed roofs with flat concrete tile or metal seam roofs
- Deep eaves with clean simple lines and masses
- Horizontal siding accents
- Asymmetrical and overlapping soffits and window sills
- Stucco siding
- Stacked stone masonry accents
- Windows with no grids, often positioned unconventionally such as at corners
- No shutters



3.4.2 Active Adult Single Family Residential

Similar to the market rate neighborhood, the Active Adult neighborhood will also provide an array of architecture, blending historic styles with modernized designs and amenities. Five architectural styles are proposed throughout the single-family neighborhoods, developing a dynamic and active streetscape. All homes in the active-adult neighborhood area designed as single-story buildings to cater to this specific market segment.

Spanish Colonial

Informal, colorful, articulated

DESIGN CHARACTERISTICS

- Half round arches
- Low pitch gables with occasional hip roof accents
- Wrought iron accents, gable vents, plank shutters
- S-Tile roof
- Short gable eaves, with 12” minimum hip eaves
- Windows with large grids
- Occasional deeply recessed windowsOccasional half round or oculus accent windows
- Stucco siding and detailing



Farmhouse

Semi-formal, repetition of materials, simple lines

DESIGN CHARACTERISTICS

- Medium pitch gables utilizing either flat concrete or comp tile roof
- Large front porches occasionally with metal accent roof
- Wood post columns with bracket and corbel detailing
- Horizontal or board/batten siding on front with stucco on sides/rear (where not visible)
- Brick veneer accents
- Tall windows with small grids
- No shutters



Modern Ranch

Emphasizes horizontal lines, window massing

DESIGN CHARACTERISTICS

- Low pitched gable or shed roofs
- Wide-overhanging eaves
- Emphasis on horizontal lines with a brick veneer base
- Extensions of wall bands into the adjacent landscape areas
- Interesting window placement and sizing
- No window grids
- Stucco siding with various accent siding treatments
- No shutters



Cottage

Informal, storybook quality

DESIGN CHARACTERISTICS

- Prominent and steep projecting gables, main gable or hip roof
- Curved pitch roof over front porch
- Flat concrete or comp roof tiles
- Short eaves at gables, with deep eaves at shed roofs
- Flat arched exterior soffits
- Mixing of siding, colors and textures
- Decorative shutters
- Stucco siding with stone accent siding
- Detailing under gables such as half-timbering
- Windows with small grids



Tuscan

Old world, “built-over time” look, varied materials

DESIGN CHARACTERISTICS

- Low-pitched hip or gable roofs, S-tile
- Exposed timber truss tails, dentils and/or corbels
- Half round archways
- Stucco siding
- Stone masonry or brick accent siding
- Decorative shutters
- Accent wrought iron
- Windows with large grids
- Heavy lintels
- Rustic shutters used sparingly



3.4.3 High Density Residential

The Multi-Family parcel may be developed in a variety of product configurations, from apartments to condominiums. Because the ultimate configuration is unknown, this SPA document provides a variety of product types with varied architectural styles. Ultimately, the High-Density Residential parcel will be subject to Design Review, as outlined in Section 2.3.

The following architectural and site guidelines will guide future development of the multi-family parcel:

Architectural + Site Design Guidelines

The architectural guidelines are crafted to create an intimate neighborhood with a strong sense of place, and a pedestrian-oriented streetscape. The following guidelines are provided to create a framework within which developers, builders and designers can have flexibility to create unique multi-family communities.

Circulation

- The circulation pattern should be designed to facilitate the smooth flow of vehicular traffic and internal pedestrian activity.
- The circulation pattern and parking should be designed to maximize conflict with adjacent uses and limit the maximum extent practicable.
- Provide internal pedestrian paths of travel between parking areas and dwellings to avoid pedestrian and vehicle conflicts.

Building Placement + Orientation

- Variable building orientations are encouraged along the streets to create visual diversity and interesting streetscapes.
- Provide direct connections from individual and common entries to the public sidewalk system.
- The fronts of buildings and individual units should face and provide access to the public street.

- All trash, recycling, and green waste containers should be screened from view of public streets.
- All mechanical equipment (HVAC) should be screened from view of public streets.
- Garages, carports and surface parking should be limited from view along public streets. If garages or carports are placed along public streets, a landscape buffer of 10' wide is recommended.
- Garages and carports should be designed to complement the project architecture in terms of design, materials and color.
- Surface parking areas should be broken up into smaller parking areas to provide parking in close proximity to dwellings.

Public Spaces + Pedestrian Amenities

- Where feasible, multi-family developments should include plazas, courtyards, tot-lots or other properly scaled features where residents can gather. Public spaces should be located for easy access by residents.
- Picnic areas, including picnic tables and barbeques, should be provided as an amenity to the community, where feasible.
- Landscaping of outdoor areas should be visually stimulating, with both softscape and hardscape elements to help site identification and create an inviting build environment. Outdoor furniture, such as benches, lamps, and landscape planters should be integrated into the overall project.
- Special attention should be paid to the design of major corners.

Massing, Scale + Form

- All visible elevations shall be made interesting by means of articulation of facades, varied roof lines,

window placement and shape, and variety in exterior colors, finishes, and detailing.

- Buildings shall be designed with different building setbacks or façade variations to avoid the creation of a monotonous streetscape.
- Roof lines may be made interesting by use of gables, hips, dormers, and roof planes that create variations in planes.
- Use of roof overhangs, porches, balconies, trellises, patios, and low walls are encouraged to add interest to the streetscape.

Style + Design

- Roof pitch, elevation styles, and materials should be consistent with the architectural style of the building.
- Use of quality materials such as stucco, brick, stone, and wood are recommended.
- Accent materials may include stone veneer, painted wood trim, and shutters.
- Roofing material shall be consistent with the architectural style of the building.
- Color selection should match the overall neighborhood design theme palette and be consistent with the building's architectural style.

Also incorporated into The Ranch is land identified for the City of Rancho Cordova reginal housing allocation. Affordable Housing Plan will provide housing opportunities for all economic segments of the community through an Affordable Housing In-lieu Fee.



3.4.4 Commercial

The architectural character of The Gateway Commercial Center employs a more contemporary style indicative of an urban retail center. Ultimately, this development will be subject to Design Review, as outlined in Section 2.3.

The following architectural and site guidelines will guide future development of the commercial parcels:

Architectural + Site Design Guidelines

The architectural guidelines are crafted to provide a well-designed retail environment that is compatible with adjacent uses, contributes to the character of the street, neighborhood, and community at large; and creates a vibrant, pedestrian-friendly place that serves the needs of the The Ranch residents. The following guidelines are provided to create a framework within which developers, builders and designers can have flexibility to create unique multi-family communities.

Circulation

- The circulation pattern should be designed to facilitate the smooth flow of vehicular traffic and internal pedestrian activity.
- Provide internal pedestrian paths of travel between parking areas and shops to avoid pedestrian and vehicle conflicts.

Building Placement + Orientation

- Commercial buildings should be oriented to internal or external streets or drive aisles and pedestrian-friendly paths of travel.
- Design and construct a primary building entrance for each building façade. If a building has frontage on more than one public street or internal drive aisle, special attention should be paid to the location of the building entrance in an effort to serve both vehicular and pedestrian users.
- Areas between public streets or internal drive aisles and commercial buildings can be used to create plazas, planter areas, bicycle parking, or other appropriate amenities.

- Building frontages should be detailed with architectural elements oriented to the “human scale” on the ground floor.
- Surface parking areas should be located and designed to minimize potential circulation conflicts.
- Loading, delivery and mechanical equipment (HVAC) areas should be located and designed to minimize their visibility, circulation conflicts, and adverse noise and light impacts. These areas can be screened with portions of buildings, wing walls, freestanding walls, and/or landscaping.

Public Spaces + Pedestrian Amenities

- Where feasible, commercial developments should include plazas, courtyards, greens or other properly scaled and located public places where people can gather. Public spaces should be integrated, or oriented, toward commercial uses.
- Uses such as restaurants or coffee shops are encouraged to provide outdoor space for seating and/or dining.
- Landscaping of outdoor areas should be visually stimulating, with both softscape and hardscape elements to help site identification and create an inviting build environment. Street furniture, such as benches, lamps, and landscape planters should be integrated into the overall project.
- Special attention should be paid to the design of major corners.
- Hardscape elements should be designed to use different materials, colors and patterns to offset the paving and to provide visual interest.

Massing, Scale + Form

- Overly long, straight and flat facades are not permitted; projects should provide wall projections, recesses or other relief at appropriate intervals along the walls of all buildings.
- Facades that face public streets shall provide an adequate amount of visual interest by employing arcades, display windows, entry areas, awnings, insets, canopies, wing walls, trellises or other such features.
- Roof lines may be made interesting by employing parapets to conceal flat roofs, overhang eaves, sloping roofs, multiple roof places or other such features.

Style + Design

- Break up rooflines through use of cornices, changes in parapet heights, or other techniques that create an aesthetically pleasing skyline effect.
- Use awnings, reliefs, and fenestrations to add distinction to the façade of the structure.
- Roofing materials should be unique, cohesive, and add character and style to the building.
- Visible building walls should provide architectural interest by varying the color, texture and/or material.
- Exterior building materials should be of highest quality, including brick, stone and/or textured concrete masonry.
- Colors should be consistent or complementary throughout the commercial development while giving distinction to individual buildings and tenants. Building trim and accents may employ brighter colors.



3.5 DEVELOPMENT STANDARDS

3.5.1 Single-Family Residential Development Standards

The Ranch Land Use Plan provides for varied single-family residential opportunities to attract a diverse population. Seven different single-family residential home-ownership opportunities are located within the Plan Area to appeal to an economically- and lifestyle-diverse community of future residents. These single-family lot sizes/product types are listed below and described in detail on the exhibits on the following pages.

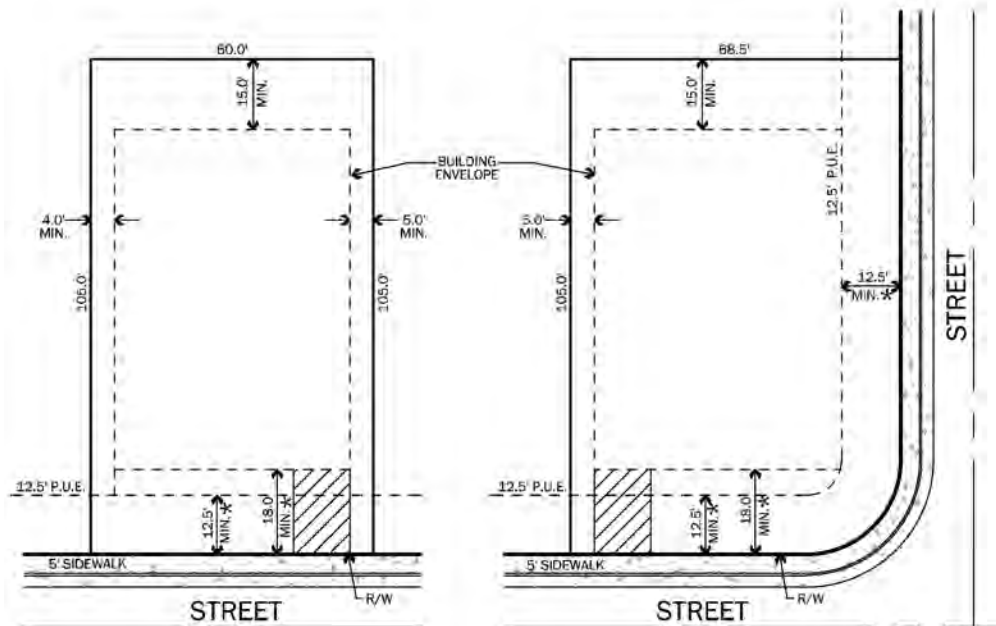
- 60'x105' Conventional Lots
- 50'x105' Conventional Lots
- 45'x105' Conventional Lots
- 43'x105' Conventional Lots
- 45'x85' Conventional Lots
- 35'x78' Conventional Lots
- 30'x78.5' Alley-Loaded Lots
- 55'x70' Conventional and I-Court Lots

RD-10 zoning is an equivalent zoning for all Villages within the Project. See Title 23 of the Zoning Code for details.

The typical Development Standards exhibits illustrated in this handbook outline the typical lot and setback requirements needed for each product type listed above. The exhibits illustrate and list particular detailed information to accommodate a particular product envisioned for the Plan Area. This information may include, but is not limited to, the following items.

- Minimum Lot Size
- Minimum Interior Lot Width
- Minimum Corner Lot Width
- Minimum Lot Depth
- Maximum Lot Coverage
- Minimum Front Yard Setback
- Minimum Garage Setback (Measured to the garage door)
- Minimum Interior Side Yard Setbacks
- Minimum Corner Side Yard Setbacks
- Minimum Rear Yard Setback
- Maximum Building Height
- Location/width of Public Utility Easement (PUE)

Exhibit 11: 60'x105' Conventional Lots
Typical Development Standards



60' X 105' (TYP.) LOT
Development Standards Table

Lot Requirements

minimum lot size	5,985 square feet
minimum interior lot width	57'
minimum elbow lot width	37'
minimum corner lot width	63'
minimum lot depth	95'

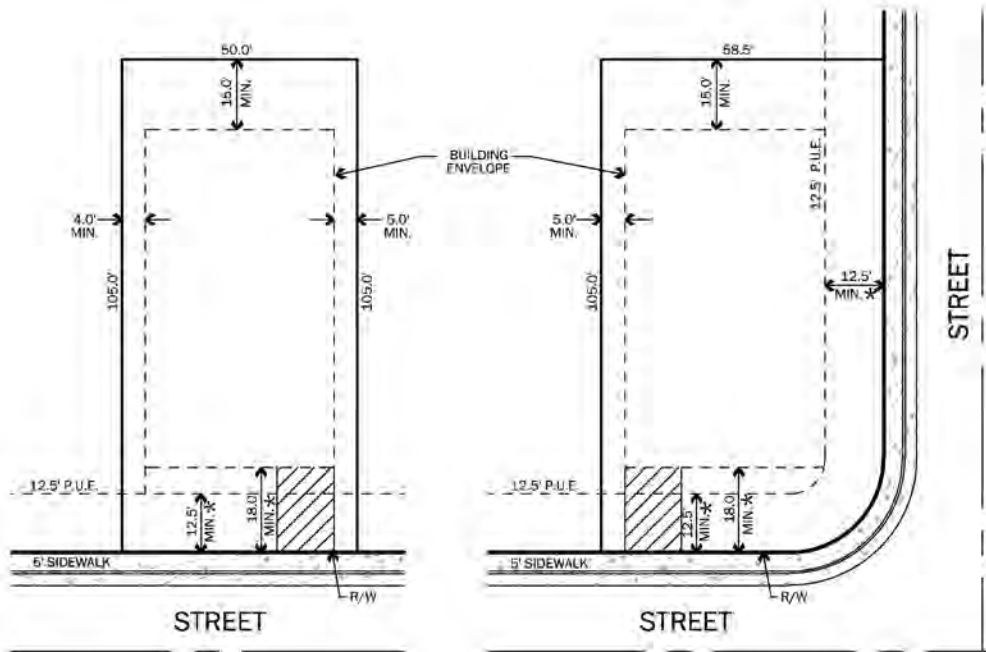
Setback Requirements

<u>front yard</u>	
minimum to garage door	18' *
minimum to living area/porch	12.5' *
<u>side yard</u>	
minimum interior	4'
minimum garage side	5'
minimum street side	12.5' *
<u>minimum rear yard</u>	15' **
lot type	conventional
max. coverage	75%
max. building height	37'

notes:

* = measured from back of walk
** allowing 10' encroachment for cover patio

Exhibit 12: 50'x105' Conventional Lots
Typical Development Standards



50' X 105' (TYP.) LOT
Development Standards Table

Lot Requirements

minimum lot size	5,000 square feet
minimum interior lot width	50'
minimum elbow lot width	34'
minimum corner lot width	58'
minimum lot depth	95'

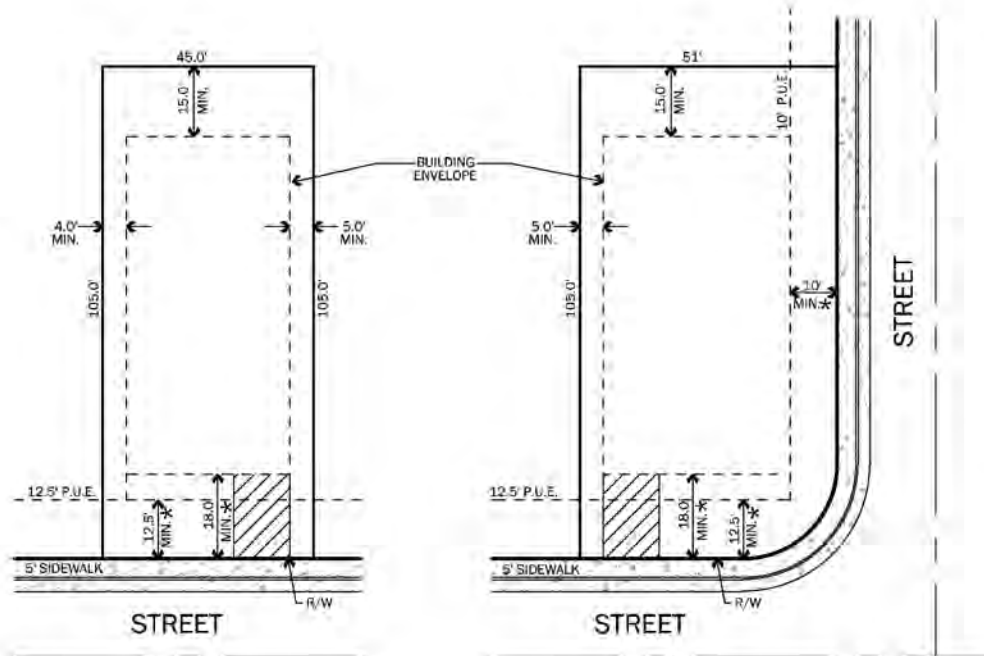
Setback Requirements

<u>front yard</u>	
minimum to garage door	18' *
minimum to living area/porch	12.5' *
<u>side yard</u>	
minimum interior	4'
minimum garage	5'
minimum street side	12.5' *
<u>minimum rear yard</u>	15' **
lot type	conventional
max. coverage	75%
max. building height	37'

notes:

* = measured from back of walk
** allowing 10' encroachment for cover patio

Exhibit 13: 45'x105' Conventional Lots
Typical Development Standards



45' X 105' (TYP.) LOT
Development Standards Table

Lot Requirements

minimum lot size	4,515 square feet
minimum interior lot width	43'
minimum elbow lot width	30'
minimum corner lot width	49'
minimum lot depth	95'

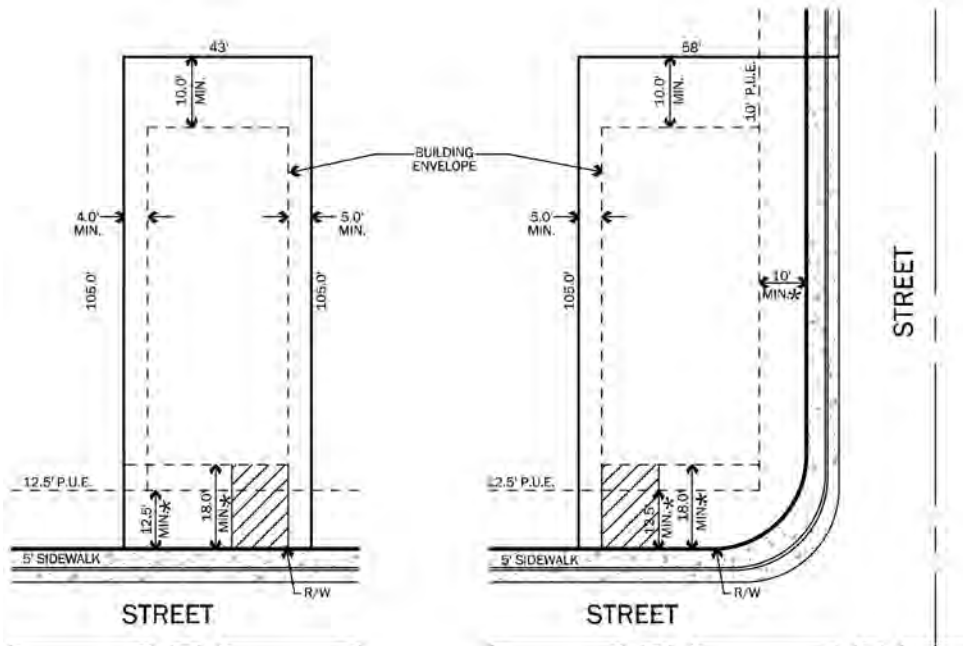
Setback Requirements

<u>front yard</u>	
minimum to garage door	18' *
minimum to living area/porch	12.5' *
<u>side yard</u>	
minimum interior	4'
minimum garage side	5'
minimum street side	10' *
<u>minimum rear yard</u>	15' **
lot type	conventional
max. coverage	75%
max. building height	37'

notes:

* = measured from back of walk
** allowing 10' encroachment for cover patio

Exhibit 14: 43' x 105' Conventional Lots
Typical Development Standards



43' X 105' (TYP.) LOT Development Standards Table

Lot Requirements

minimum lot size	4,200 square feet
minimum interior lot width	40'
minimum elbow lot width	29'
minimum corner lot width	58'
minimum lot depth	95'

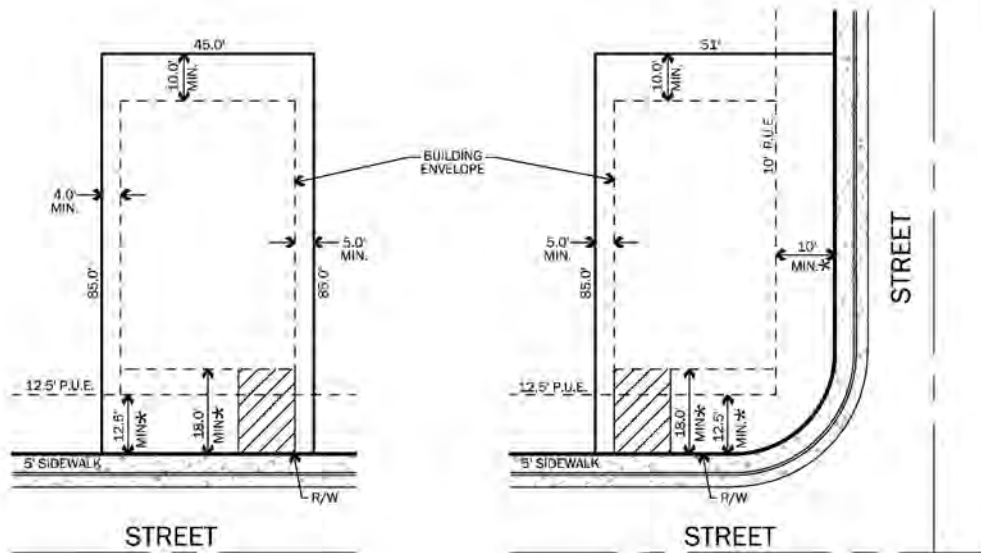
Setback Requirements

<u>front yard</u>	
minimum to garage door	18' *
minimum to living area/porch	12.5' *
<u>side yard</u>	
minimum interior	4'
minimum garage side	5'
minimum street side	10' *
<u>minimum rear yard</u>	10' **
lot type	conventional
max. coverage	75%
max. building height	37'
horizontal garage dominant elevation is permitted with garage door design elements	

notes:

- * = measured from back of walk
- ** allowing 5' encroachment for cover patio

Exhibit 15: 45'x 85' Conventional Lots
Typical Development Standard



45' X 85' (TYP.) LOT Development Standards Table

Lot Requirements

minimum lot size	3,483 square feet
minimum interior lot width	43'
minimum elbow lot width	36'
minimum corner lot width	51'
minimum lot depth	75'

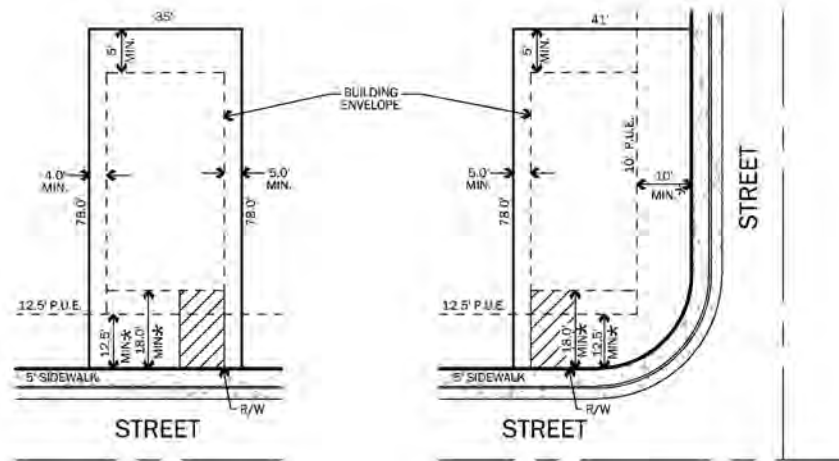
Setback Requirements

<u>front yard</u>	
minimum to garage door	18' *
minimum to living area/porch	12.5'*
<u>side yard</u>	
minimum interior	4'
minimum garage side	5'
minimum street side	10'
<u>minimum rear yard</u>	10'**
lot type	small lot
max. coverage	75%
max. building height	37'
horizontal garage dominant elevation is permitted with garage door design elements	

notes:

- * = measured from back of walk
- ** allowing 5' encroachment for cover patio

Exhibit 16: 35'x78' Conventional Lots
Typical Development Standard



35' X 78' (TYP.) LOT Development Standards Table

Lot Requirements

minimum lot size	2,376 square feet
minimum interior lot width	33'
minimum elbow lot width	18'
minimum corner lot width	41'
minimum lot depth	72'

Setback Requirements

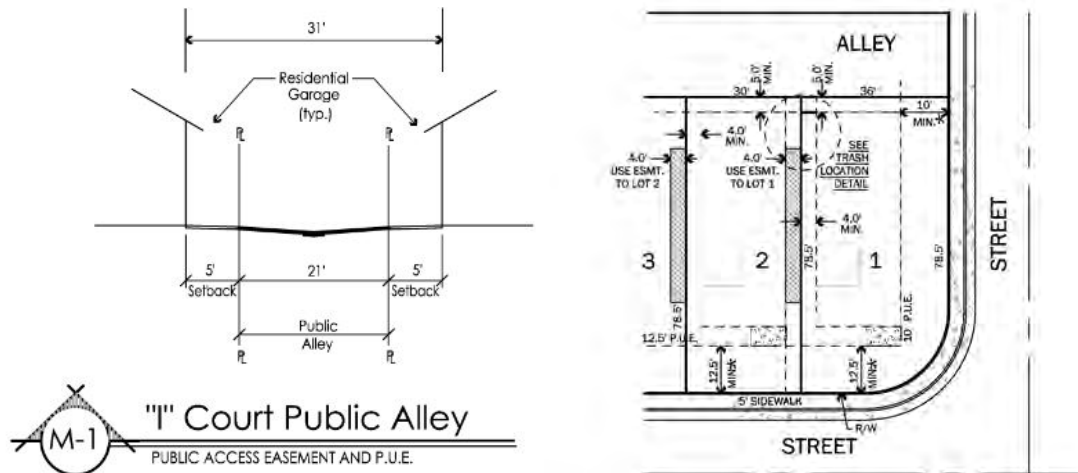
<u>front yard</u>	
minimum to garage door	18' *
minimum to living area/porch	12.5' *
<u>side yard</u>	
minimum interior	4'
minimum garage side	5'
minimum street side	10' *
<u>minimum rear yard</u>	5'
lot type	small lot
max. coverage	75%
max. building height	37'

horizontal garage dominant
elevation is permitted with garage
door design elements

notes:

* = measured from back of walk

Exhibit 17: 30'x78.5' Conventional Lots
Typical Development Standards



30' X 78.5' (TYP.) LOT
Development Standards Table

Lot Requirements

minimum lot size	2,160 square feet
minimum interior lot width	30'
minimum corner lot width	36'
minimum lot depth	72'

Setback Requirements

<u>front yard</u>	
minimum to living area/porch	12.5' *
<u>side yard</u>	
minimum interior	4'
minimum street side	10' *
<u>garage setback</u>	5'
<u>lot type</u>	small lot
<u>max. coverage</u>	N/A
<u>max. building height</u>	37'

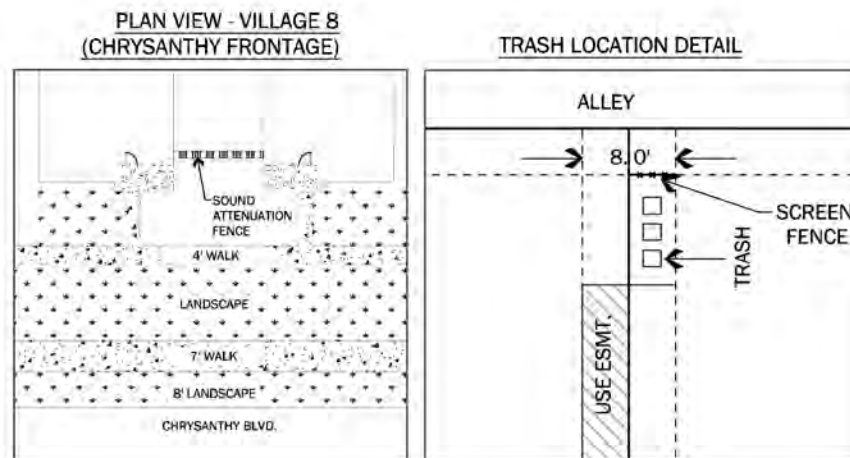
notes:

* = measured from back of walk

definitions:

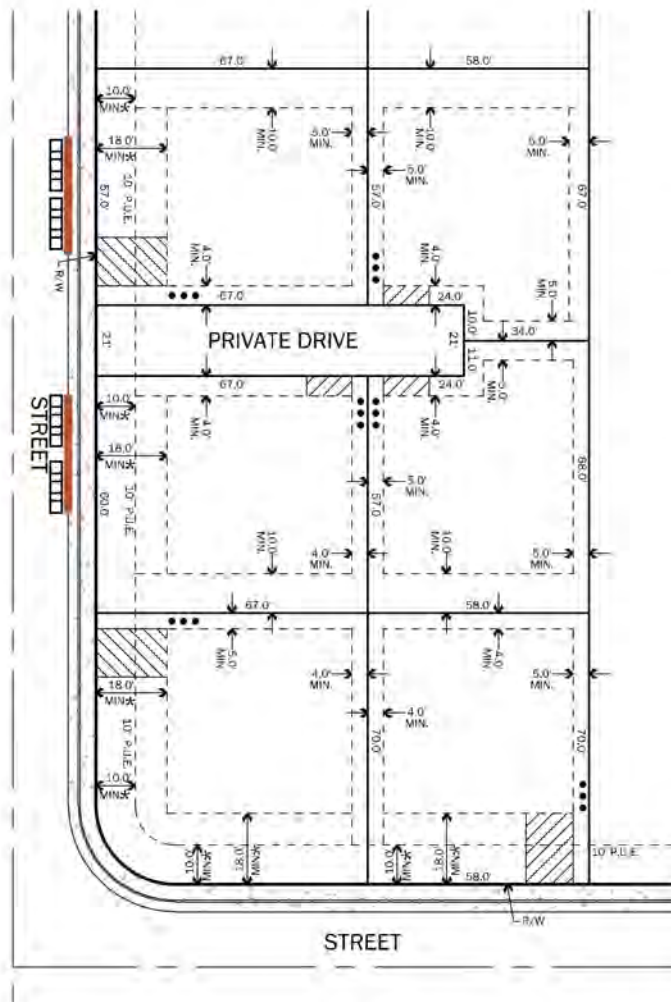
USE EASEMENT :

A use easement is a legal agreement between adjoining land owners allowing the use of the neighboring property.



Lots fronting Neighborhood Park shall have a walkway separating the uses on residential lot side with 4 foot pedestrian easement.

Exhibit 18: 56' x60' Cluster Lots (4-pack)
Typical Development Standards



57' X 67' (TYP.) LOT
Development Standards Table

Lot Requirements

Minimum Lot Size	3,300 square feet
Minimum interior Lot Width	52'
Minimum Corner Lot Width	70'
Minimum Lot Depth	66'

Setback Requirements

minimum from public street

to living area/porch	10' *
to garage door	18' *

minimum from private drive

to living area/porch	4'
to garage door	4'

side yard

minimum interior	4'
minimum garage side	5'

minimum rear yard

lot type courtyard and small lot

max. coverage 85%

max. building height 20'

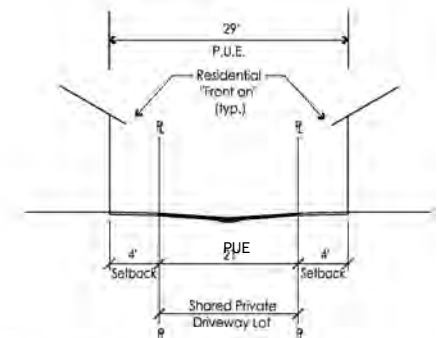
notes:

* = measured from right-of-way

LEGEND

 LIMITED PARKING ON TRASH COLLECTION DAYS; SIGNED NO PARKING AND HOA ENFORCED.

 TRASH CAN



3.5.2 High Density Residential Development Standards

Within the Gateway Neighborhood, the high-density residential parcel will provide for multi-family attached uses including apartments and condominiums, lofts and other multi-story residential uses. The development standards for this neighborhood are provided in Table 3a.

Table 3a: High Density Residential Development Standards

DENSITY (du/ac)	
Minimum	27
SETBACKS	
Front	18'
Side	
To adjacent building	15' min
Street/Corner	15'
Zero Lot Line	n/a
Rear	10'
To Alley / Access Road	5'
HEIGHT (maximum)	
Primary Structure	60'
LOT COVERAGE (maximum)	75%
COMMON OPEN SPACE* (minimum)	25%
PARKING	
Resident Parking	Zoning Ordinance
Resident Guest Parking	Zoning Ordinance

*Common open space includes all landscaped areas outside of the required landscape corridors along adjoining streets, active and passive recreation areas, other outdoor amenities, and natural open space areas. Reductions in the required open space area to a minimum of 20 percent of the gross area for exceptional architecture design may be granted by the designated approval authority.

Table 3b: Active Adult High Density Residential Development Standards

DENSITY (du/ac)	
Minimum	30
Maximum	80
SETBACKS General	
Front	12.5'
Street/Corner	15'
To adjacent building	15' min
Rear	10'
Zero Lot Line	n/a
To Alley / Access Road	5'
HEIGHT (maximum)	
Primary Structure	60'
PARKING	
Senior Resident Parking	0.5 sp/unit
Senior Resident Guest Parking	0.1 sp/unit
COMMON OPEN SPACE* (minimum)	0%
LOT COVERAGE (maximum)	N/A

Within the Four Seasons Neighborhood, the high-density residential use will provide for multi-family senior apartments or condominiums located on the Clubhouse Parcel A. Up to 1 ac is reserved for this use. The development standards for this use is provided in Table 3.

3.5.3 Commercial Development Standards

Within the Gateway Neighborhood, the commercial parcel will provide for a range of retail and neighborhood-serving uses. The development standards for this neighborhood are provided in Table 4.

Table 4: Commercial Development Standards

FLOOR AREA RATIO (FAR)	
Minimum	0.25
Maximum	1.0
SETBACKS	
Front	
Minimum	10'
Maximum	20'
Side	
Interior	5'
Street (minimum/maximum)	0' / 10'
Rear (minimum)	
General	5'
To Alley	5'
ACCESSORY BUILDING	
Front	30'
Side	
Interior	10'
Street	10'
Rear	5'
HEIGHT	
Minimum	n/a
Maximum	45'
LOT COVERAGE (maximum)	n/a

3.6 SUSTAINABILITY FEATURES

The Ranch has been planned designed to include sustainable amenities and features that encourage walking, biking, and transit use, reduce energy demand and water use. These features reduce greenhouse gas, air pollutant emissions, water use, and vehicle travel. The features are described below and include measures identified the Draft Environmental Impact Report prepared for The Ranch.

Walkable and Bikeable Design

The Ranch is designed with a walkable street pattern, with a ratio of approximately 144.9 intersections per square mile, multiple bicycle/ pedestrian connections, an off-street trail system, and bicycle lanes to encourage walkability. The Ranch's pedestrian and bicycle network includes pedestrian/bicycle-only links, through push-buttons to provide safe pedestrian and bicycle crossing at major streets, a comprehensive trail system, pedestrian/bicycle-only connections between streets, sidewalks, and bicycle lanes. The Ranch includes traffic-calming street design features, such as narrower streets, limited single-loaded streets, parking on both sides of the street, posted speed limit signs, planter strips with street trees, bulb-outs, and horizontal shifts (lane centerline that curves or shifts), and intersection traffic calming features, including pedestrian push-buttons at three intersections, marked crosswalks, count-down signal timers where appropriate, curb extensions, channelization islands, median islands, and tight corner radii, on a minimum of 50% of streets.

Electric Vehicles

The Ranch supports electric vehicle use, including installation of EV charging stations throughout the site for at least 50% of single-family residences and 5% of parking spaces within the commercial, park and recreation, and multi-family land uses to reduce reliance on gasoline-fueled vehicles.

Vehicle Trip Reduction

All project components, including residential, commercial, and parks and recreation uses will join a Transportation Management Association.

Energy Use

All development will be designed to exceed the 2016 Title 24 energy use and efficiency requirements by 2 percent. All outdoor lighting will be energy-efficient (i.e., LED or better). All appliances will be energy efficient, with an EnergyStar or comparable rating.

The Ranch will focus on renewable energy use, with a minimum of 95% of electricity supplied via renewable energy through either on-site energy generation and/or a contract with SMUD.

Water Conservation

All development will install energy-efficient appliances, including low-flow bathroom and kitchen faucets, shower heads, and toilets.

The landscaping plan shall ensure a minimum of 50% of vegetation on all lots, including residential, commercial, and parks/recreation, consisting of drought-resistant trees, shrubs, grasses, and other vegetation, and shall demonstrate a reduction of outdoor water use of at least 25% compared with water use associated with the conventional landscaping that would be allowed for each lot. In addition, turf for residential uses will be at least 70% less than the maximum allowed turf area.

All landscaping and turf areas shall be irrigated by water-efficient irrigation systems that use a smart irrigation control system with automatic rain shut-off, maximum gallon per minute restriction, and WiFi connectivity to reduce water waste.

Greenhouse Gases

A minimum of 2,240 new trees will be planted throughout The Ranch to sequester greenhouse gas emissions. The majority of trees will be planted on residential lots, with tree planting also occurring on parks and recreation lots, landscaped medians, and along the trails.

The Ranch will purchase carbon offsets to reduce net project operational and amortized construction emissions to less than the Air District's adopted threshold for GHG emissions at the time of purchase.

3.7 NOISE STANDARDS

3.7.1 Construction Noise Standards

The following requirements shall be noted on all the improvements plans prior to approval by the City's Public Works Department and shall be implemented during construction activities.

- Construction activities shall adhere to the requirements of the City of Rancho Cordova Municipal Code, including the specified hours of operation for construction activities.
- Construction staging areas, including equipment staging, equipment and materials storage, and soil stockpiling for grading activities, shall be located centrally within each phase of Project development and shall be setback from residential dwellings to the maximum extent feasible to minimize construction noise impacts to existing residential uses. Construction staging areas shall be shown on grading and improvement plans.
- All construction equipment shall be fitted with factory equipped mufflers and shall be maintained in good working order.
- Any compaction required less than 26 feet from residential structures shall be accomplished by using static drum rollers which use weight instead of vibrations to achieve soil compaction. As an alternative to this requirement, pre-construction crack documentation and construction vibration monitoring could be conducted to ensure that construction vibrations do not cause damage to any adjacent structures.

3.7.2 Operational Noise Standards

To ensure that noise levels are reduced to less than significant within the project the follow measures are included and shall be adhered to by all components of the project:

- Residential lots along Rancho Cordova Parkway and Chrysanthy Boulevard:

Residential lots along Rancho Cordova Parkway and Chrysanthy Boulevard shall be shielded from excessive noise through a six-foot masonry wall located along the rear-yard of each residential lot that backs up to Rancho Cordova Parkway or Chrysanthy Boulevard. Along

Rancho Cordova Parkway. At the terminus of each segment of the sound wall, in addition to shielding the lot line adjacent Rancho Cordova Parkway, the masonry wall shall wrap around the side yard of each residential lot for a minimum of 15 feet toward the east, with the exception of any portion of the lot that is a driveway or front yard. This requirement shall be waived or modified if the Project applicant conducts a site-specific acoustical analysis for the lots that addresses cumulative roadway noise impacts that takes into account site specific conditions (e.g., site design, location of structures, building characteristics) and noise-attenuating features and demonstrates that noise levels in the exterior activity area of the residential lots will not exceed the City's conditional noise standard shown in General Plan Table N-2.

Villages 24 and 25 (Commercial), Village 23 (Multifamily Lot), and Parks and Recreation Facilities:

Prior to approval of whichever occurs first: approval of improvement plans, site design plans, or issuance of building permits for uses located in Villages 24 and 25 (Commercial), Village 23 (Multifamily Lot), and parks and recreation facilities that include potential noise generating uses (e.g., competitive sports fields and other uses anticipated to involve amplified sound or large crowds), an acoustical analysis shall be prepared addressing the potential noise impacts associated with the specific proposed uses and site design.

The proposed land uses shall be designed so that on-site mechanical equipment (e.g., HVAC units' compressors, generators) and area-source operations (e.g., loading docks, parking lots, and recreational-use areas) are located as far as feasible from or shielded from nearby noise-sensitive land uses.

The acoustical analysis shall evaluate stationary- and mobile-source noise attributable to the proposed use or uses and impacts on nearby noise-sensitive land uses, in accordance with adopted City noise standards. For any noise impacts

identified in the acoustical analysis that would be greater than City noise standards, the Project applicant shall submit a noise reduction plan to reduce any identified impacts above adopted City noise standards to acceptable levels. The noise reduction plan shall be reviewed and approved by the City and its implementation shall be required as a condition on improvement plans and operational measures shall be included in the covenants, conditions, and restrictions (CC&Rs) or similar mechanism to ensure on-going adherence to the requirements. Feasible measures to be included in the noise reduction plan to reduce Project-related noise impacts shall include, but are not limited to, the following:

- To the extent feasible, major noise-generating commercial uses (e.g., loading docks and equipment/vehicle storage repair facilities, etc.) shall be designed and sited to shield residential land uses located or proposed to be located within 500 feet of and within the direct line of sight of these facilities by construction of a noise barrier, earthen berm, or combination of the two. To provide effectiveness, noise barriers shall be continuous or solid, with no gaps, and shall block the line of sight to windows of neighboring dwellings. (Achievable noise reductions from barriers can vary, but typically range from approximately 5 to 10 dBA, depending on construction characteristics, height, and location.) The applicant shall retain the services of a professional acoustician to determine the design and location of noise barriers to be constructed prior to City issuance of building permits or improvement plans.
- Use of “quiet pavement” (e.g., rubberized asphalt) construction methods, where appropriate to reduce vehicle noise.
- Dual-pane, noise-rated windows, mechanical air systems, exterior wall insulation, and other noise reducing building materials shall be used to address existing noise levels as well as projected noise levels associated with nearby noise-generating uses. For example, Village 23 shall be designed and planned to address future commercial uses planned for Villages 24 and 25.
- Routine testing and preventive maintenance of emergency electrical generators shall be conducted during the less sensitive daytime hours (i.e., 7 a.m. to 6 p.m.). All electrical generators shall be equipped with noise control (e.g., muffler, acoustic enclosure, etc.) devices in accordance with manufacturers’ specifications.
- On-site landscape maintenance equipment shall be equipped with properly operating exhaust mufflers and engine shrouds, in accordance with manufacturers’ specifications.
- For maintenance areas located within 500 feet of noise-sensitive land uses, the operation of on-site landscape maintenance equipment shall be limited to the least noise-sensitive periods of the day, between the hours of 7 a.m. and 7 p.m.
- Outdoor use of amplified sound systems within 500 feet of noise-sensitive land uses shall be permitted only between 7 a.m. and 10 p.m. Sunday through Thursday, and between 7 a.m. and 11 p.m. on Friday and Saturday and shall comply with the noise requirements of the City of Rancho Cordova Municipal Code.

3.8 CIRCULATION DESIGN STANDARDS

The design of The Ranch SPA’s circulation system utilizes an efficient system of streets and pathways to serve the Plan Area. The internal street system is designed such that a ‘block’ or ‘grid’ system is achieved. Wherever possible, various pedestrian pathways are designed to provide non-vehicular transportation opportunities throughout the project site, especially within the Active Adult portion of the project. The intent of the circulation network is to create a well-

connected system of roadways and pedestrian facilities to encourage biking and walking.

3.8.1 Overall Circulation Plan

Minor arterial streets (4-lane) are the principal streets that serve through traffic in the vicinity of the Plan Area. These streets include Rancho Cordova Parkway on the sites' western boundary and Chrysanthy Boulevard that bisects the Plan Area and provides an east-west connection between Sunrise Boulevard and Grant Line Road, two major arterial streets (6-lane roadways).

Construction of the Plan Area street system, including the internal streets, will occur in a timely and coordinated manner. Street improvements will be phased according to the phasing plan and specifications contained within the TRSPA Development Agreement. The Development Agreement will define the financing and implementation of the projects phased circulation system. A total of 2.5 +/- miles of trails will be added connecting the site in the east -west and north-south direction.

The internal residential streets provide connections into and through, the TRSPA and connect residential neighborhoods with The Gateway Neighborhood, various planned park, open space facilities, and wetland features, thus allowing residents to travel within and throughout the Plan Area without traveling along the arterial roadways. Where necessary, pedestrian push buttons will be installed that will facilitate timely and safe pedestrian crossings.

The Ranch provides for non-vehicular transportation choices. A future transit stop, located at Rancho Cordova Parkway and Chrysanthy Boulevard, will provide public transit opportunities. The design of the TRSPA encourages the use of public transit by locating denser residential development close to the future transit stop, facilitating easy, walkable access.

Traffic-calming street design features, such as narrower streets, limited single-loaded streets, parking on both sides of the street, posted speed

limit signs, planter strips with street trees, bulb-outs, and horizontal shifts (lane centerline that curves or shifts), and intersection traffic calming features, including pedestrian push-buttons at three intersections, marked crosswalks, count-down signal timers where appropriate, curb extensions, channelization islands, median islands, and tight corner radii, are provided on a minimum of 50% of streets.

Additionally, The Ranch SPA provides a varied network of both on- and off-street pedestrian pathways and trails allowing for safe and convenient non-vehicular travel throughout the Plan Area. All minor arterial streets have Class II bike lanes striped on the street. Large street trees are provided next to sidewalks, creating a shaded street environment for pedestrians. Pedestrian and bike trail facilities are located within the TRSPA along the Wetland Preserve as well as within the Open Space Parkway (Power Line Corridor) that facilitates a continuous off-street connection from Rancho Cordova Parkway through to eastern project boundary.

Exhibit 19: Overall Circulation Plan (Subject to change)



3.8.2 Street Sections

The Ranch SPA identifies the basic framework and hierarchy of roadways and establishes the primary circulation system that feeds, defines and connects the Plan Area. Streets within the SPA are classified based on their functional requirements and their relative importance in serving the neighborhoods and establishing the character of the project.

Minor Arterial Streets

Minor Arterial streets within the SPA include Rancho Cordova Parkway, Chrysanthi Boulevard and North Campus Road.

Exhibit 20: Rancho Cordova Parkway Minor Arterial Street Section

These streets are design for less than 32,500 average daily trips (ADT) with a speed limit of 35 to 45 mph. These 4-lane facilities are generally comprised the following components:

- 74' right-of-way
- 14' landscaped median and 15' to 25' landscape corridors
- Two travel lanes (12' and 11') in each direction
- 6.5' striped bike lane (to Face of Curb)
- 3' vertical curb & gutter with 7' Sidewalk
- Parking is not permitted
- 10' Left Turn Lanes (not pictured)
- Attached sidewalk along preserve boundaries

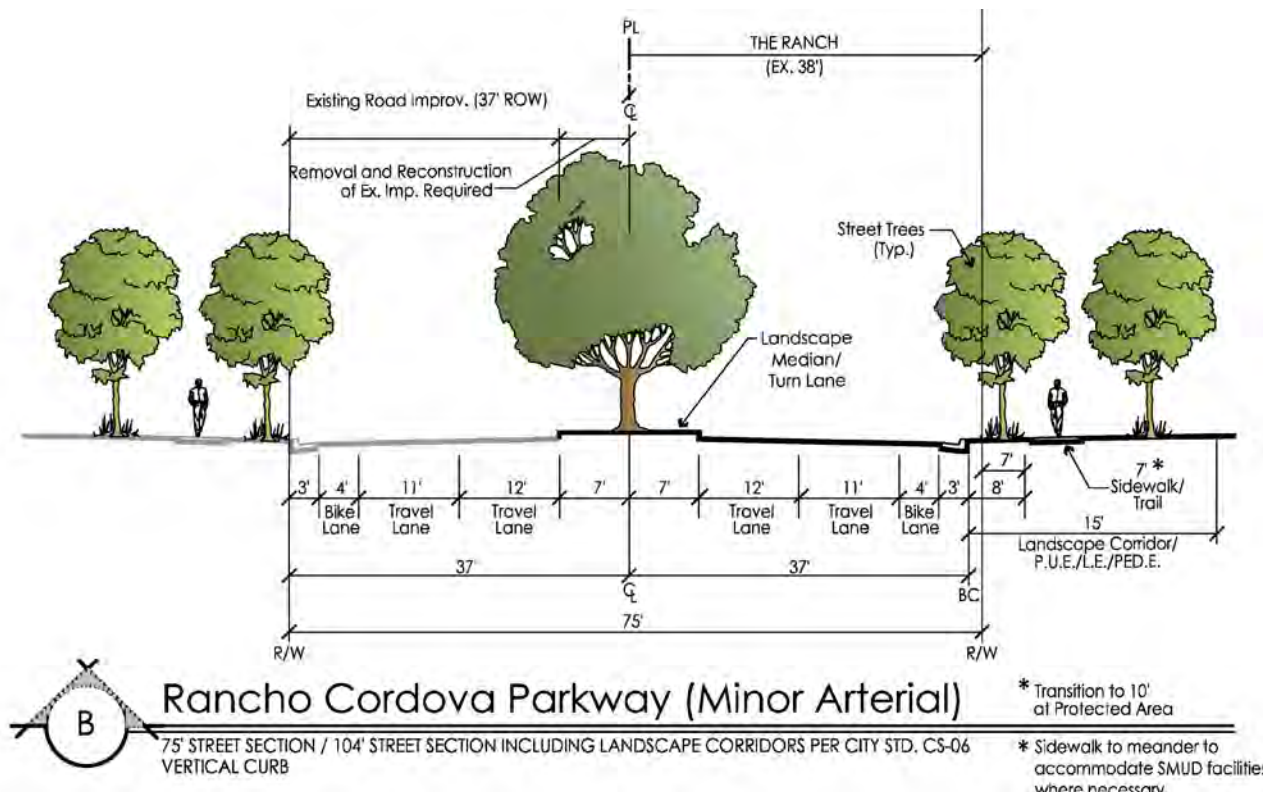
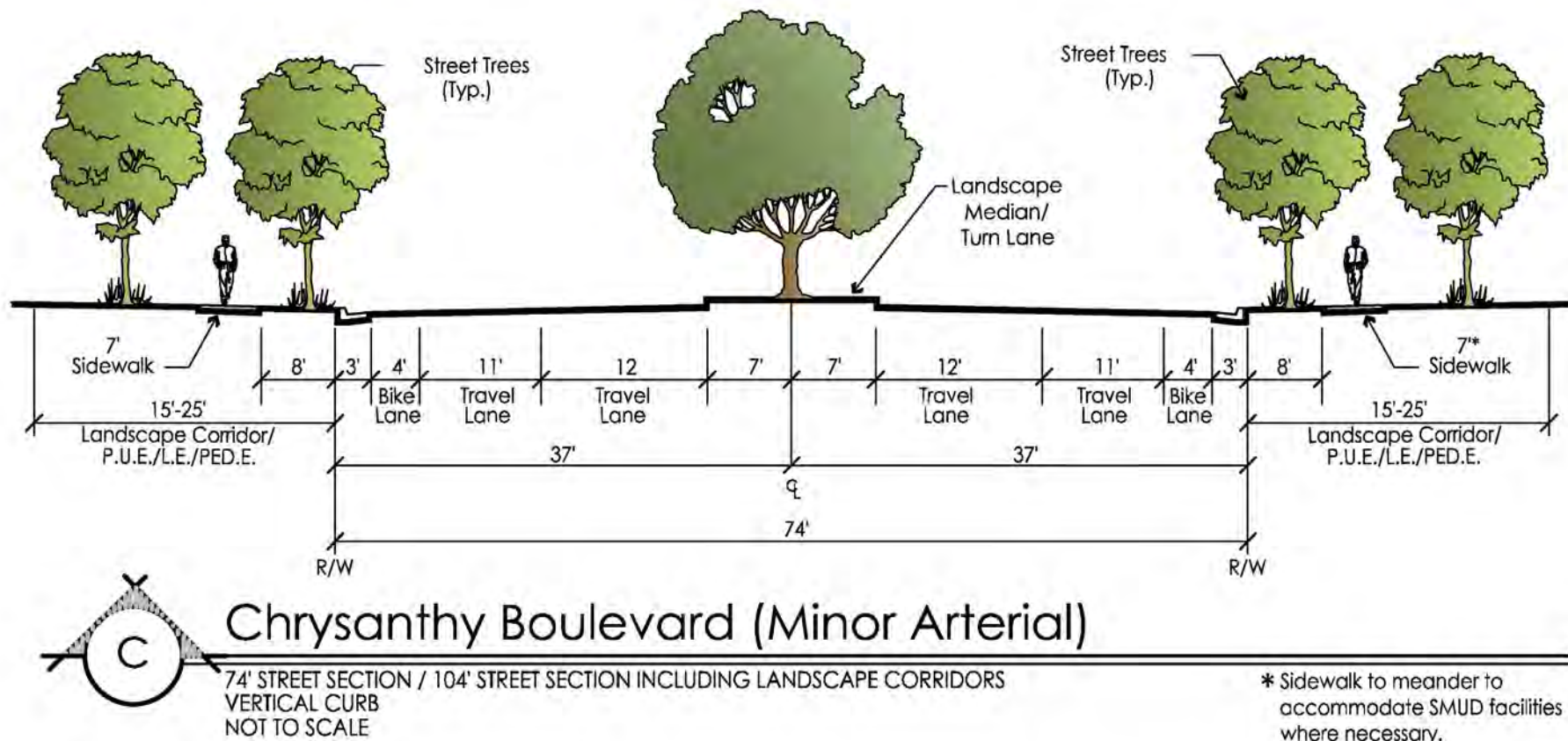


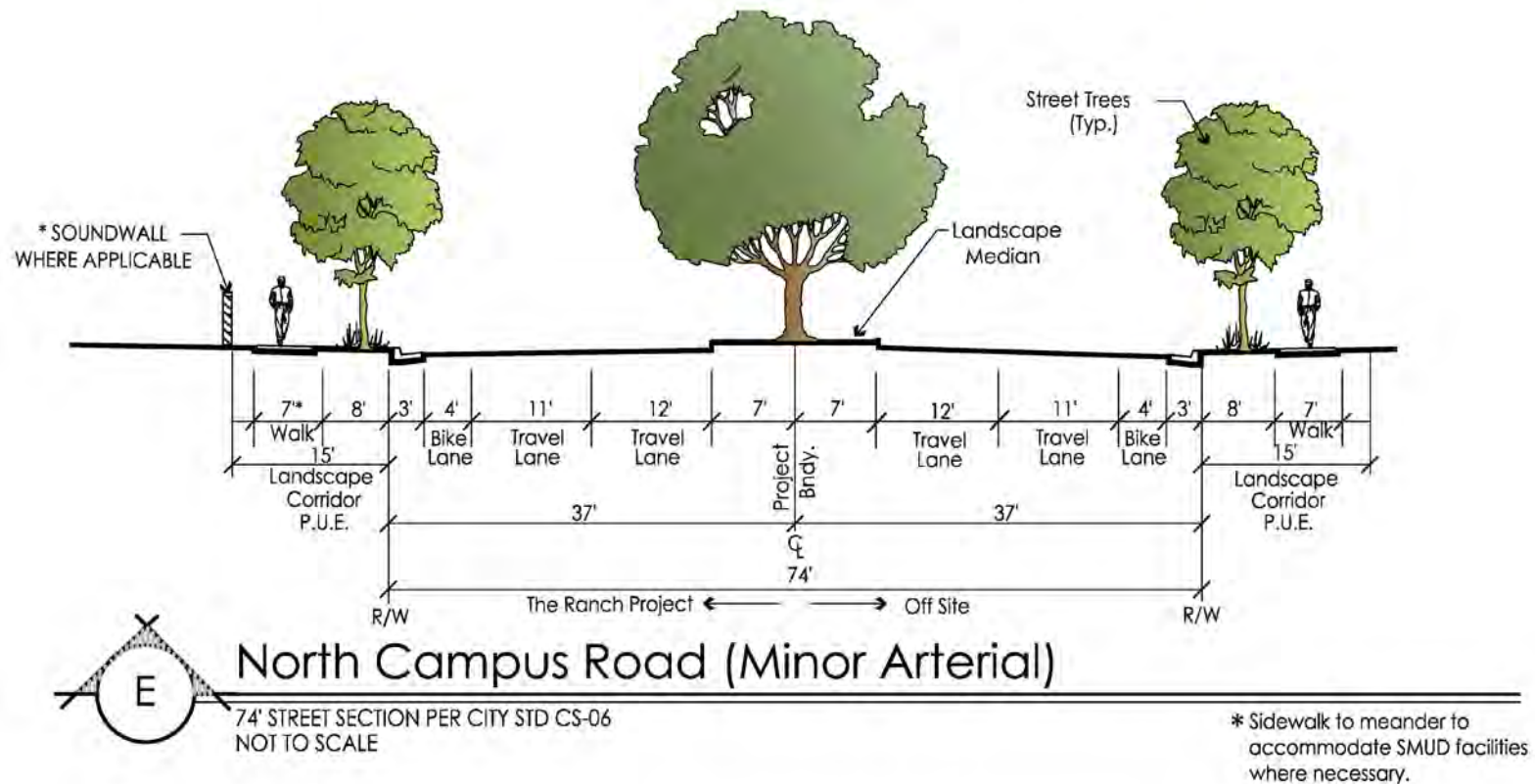
Exhibit 21: Chrysanthy Boulevard Minor Arterial Street Section



North Campus Road – Modified Minor Arterial

North Campus Road is a modified minor arterial street within the SPA which serves as a residential collector on the project's southern boundary.

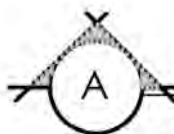
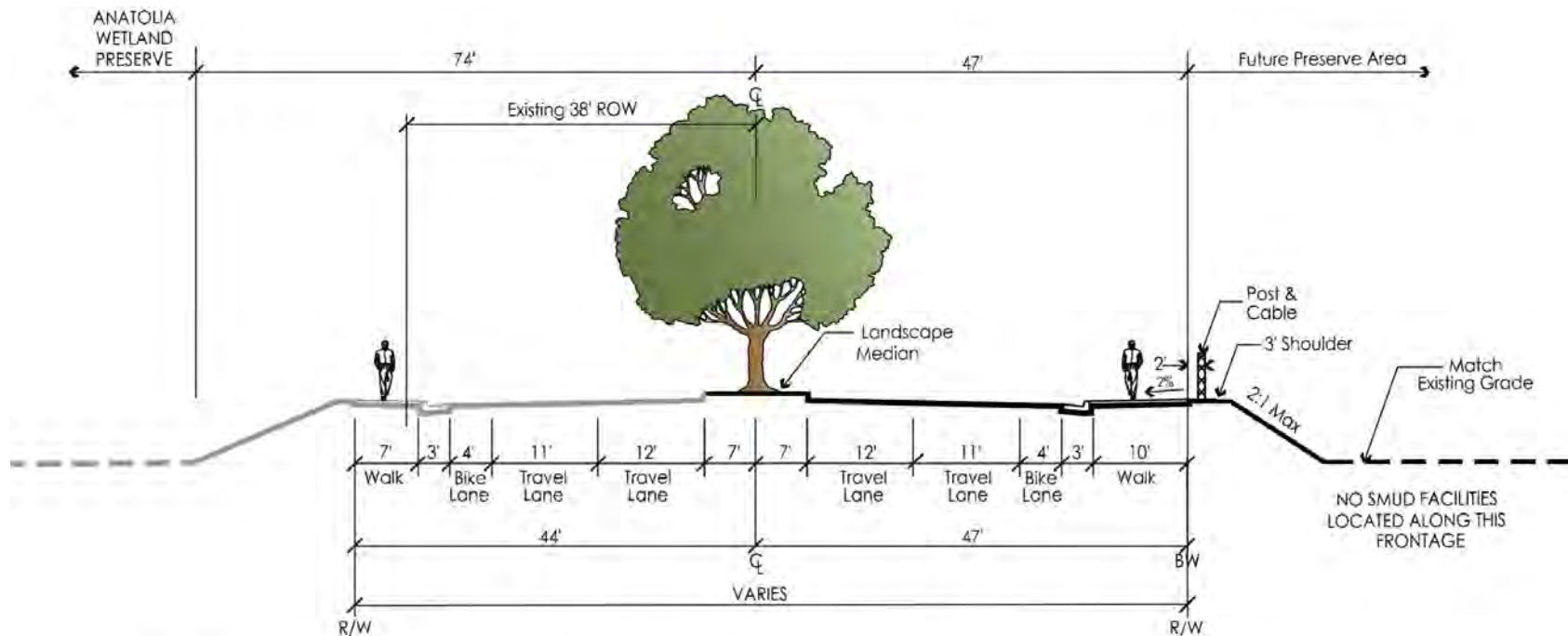
Exhibit 22: North Campus Road



Modified Minor Arterial Street

Modified Minor arterial streets within the TRSPA include Rancho Cordova Parkway adjacent to the Wetland Preserve, and Chrysanthy Boulevard at the crossing of the Wetland Preserve and protected area. These modified arterial sections have been designed to conform to SSHCP standards and to minimize impacts to the preserve area while maintaining bicycle and pedestrian connections at these key locations. In both cases, the 25' landscape corridor is removed and the sidewalk transitions to a 10' attached walk.

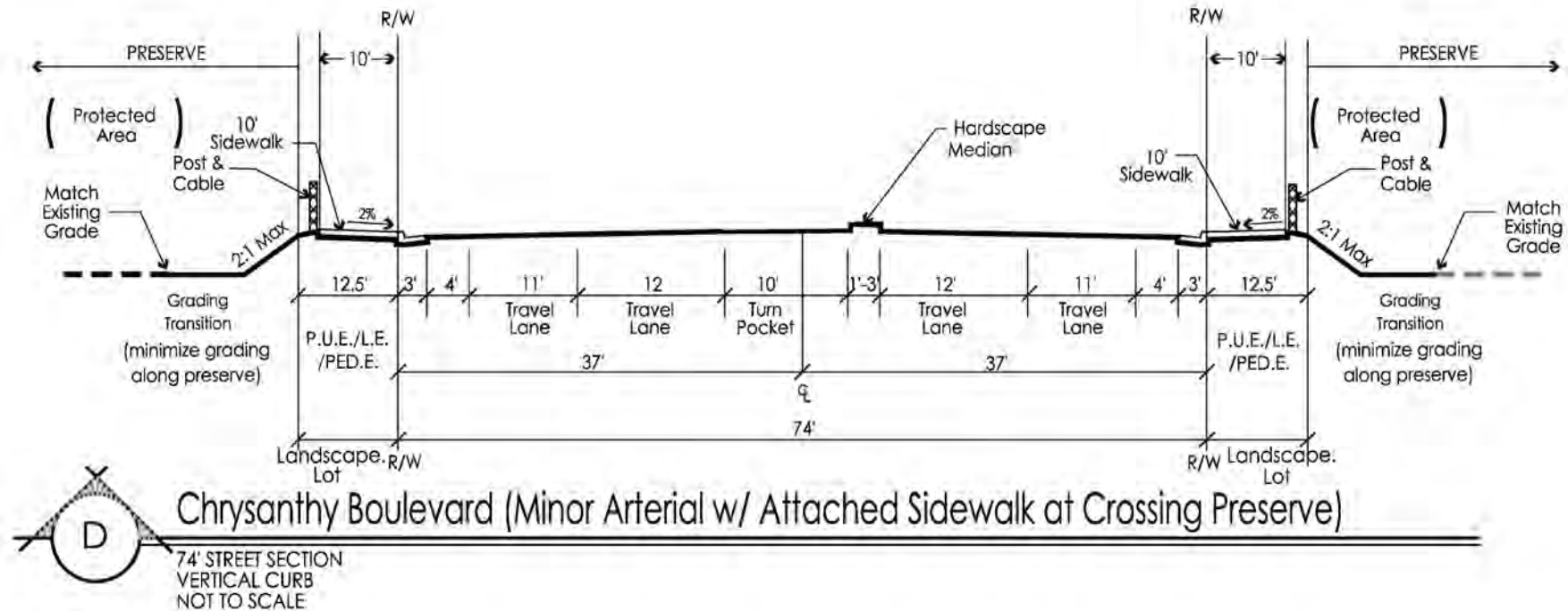
Exhibit 23: Rancho Cordova Parkway Modified Minor Arterial Street



Rancho Cordova Parkway (Modified Minor Arterial)

STREET SECTION - WIDTH VARIES
VERTICAL CURB

Exhibit 24: Chrysanthy Boulevard Modified Minor Arterial Street



Standard Residential Streets

Standard residential streets within the SPA serve as primary circulation within a neighborhood. This designation includes a modified residential street section for major entries only in which parking is prohibited and a median is added. These streets are design for less than 7,000 ADT with a speed limit of 25 mph. Generally, these 2-lane facilities are comprised of the following components:

- 43' right-of-way (typical); 53' right-of-way at entry
- 9' travel lane in each direction
- 7' parking (typical); no parking at entry
- 5' attached sidewalk
- No striping required
- Vertical curb along community park

Exhibit 25: Standard Residential Street

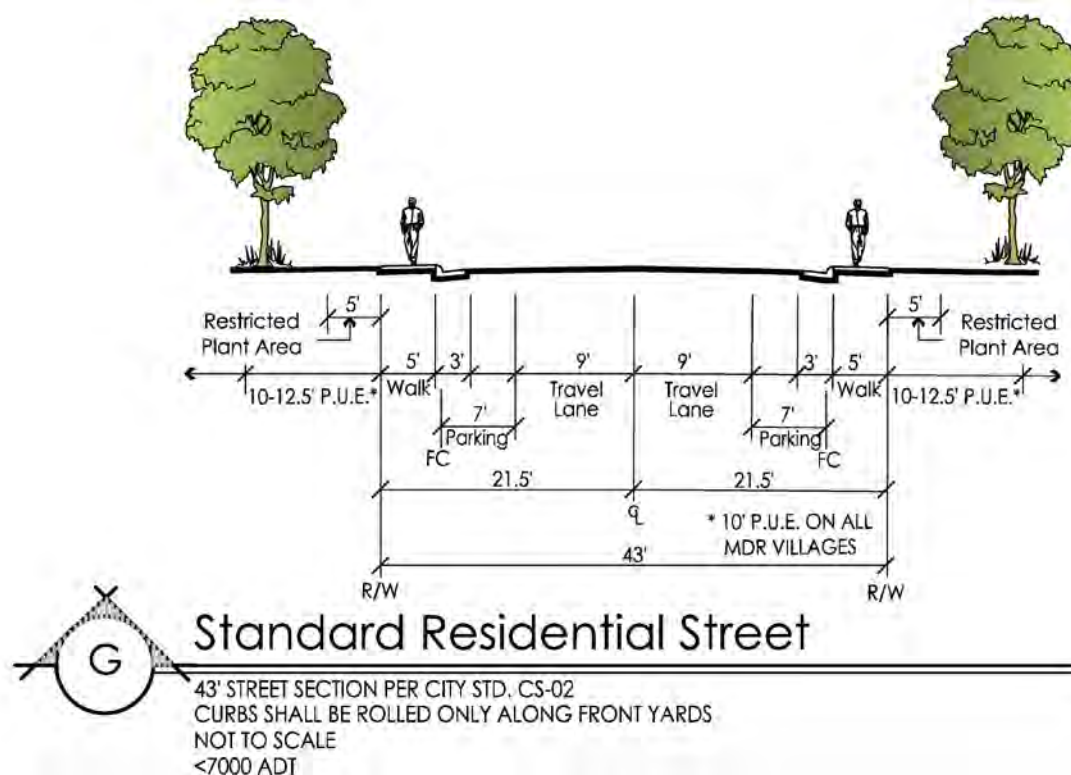
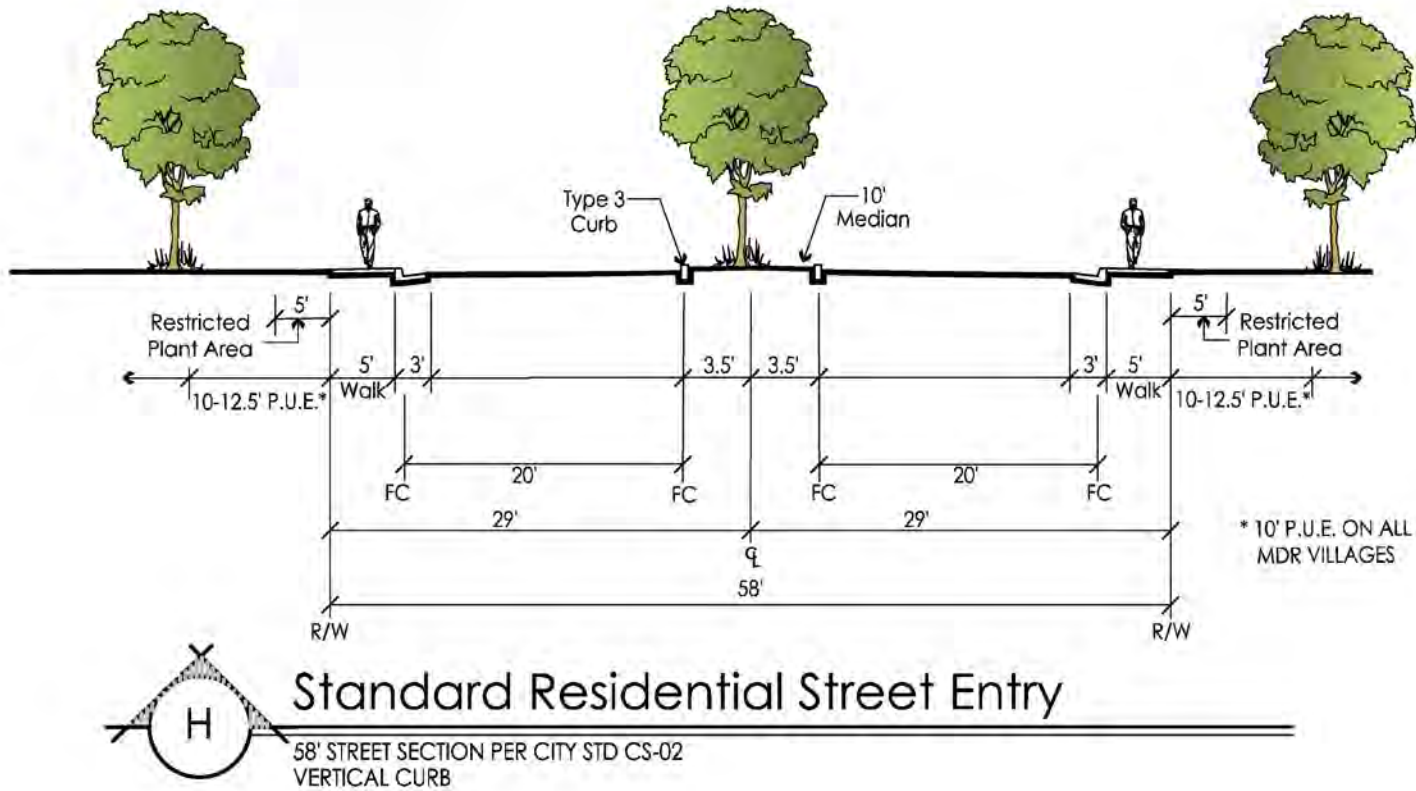


Exhibit 26: Modified Residential Street Section at Entry

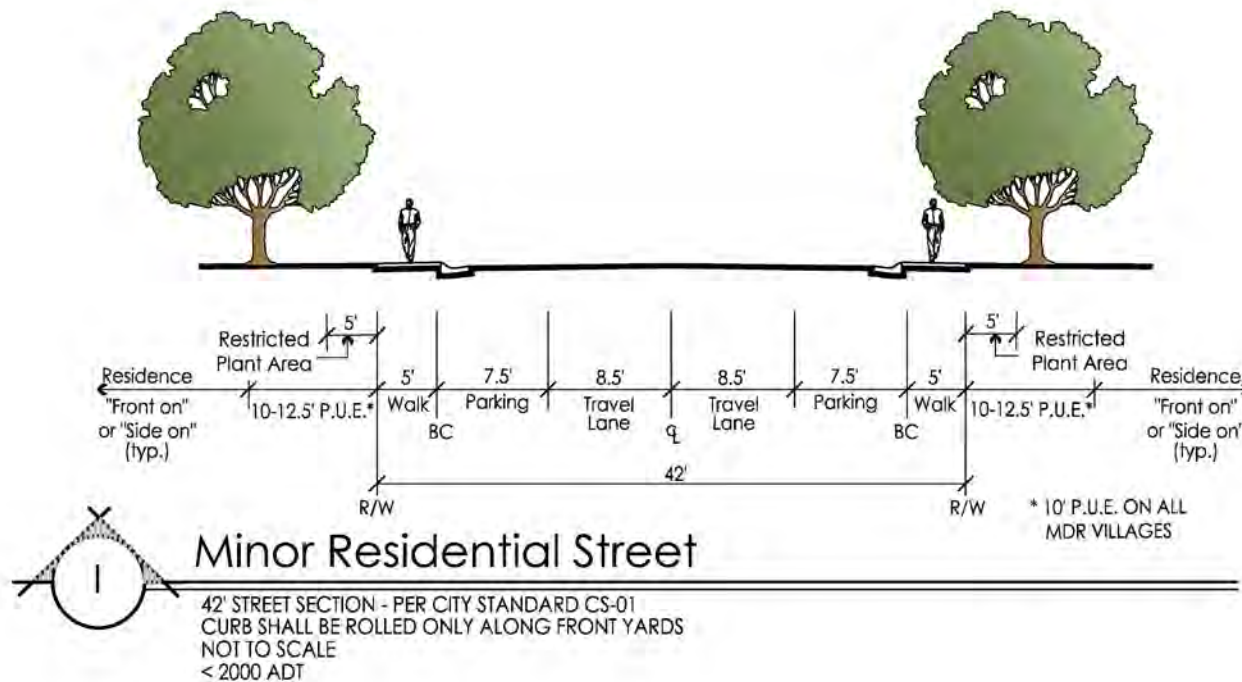


Minor Residential Streets

Minor residential streets within the TRSPA serve as local connector streets within the individual neighborhoods and are consistent with City Standard (CS-01). These streets are designed to carry low volumes of local traffic (less than 2,000 ADT). These 2-lane facilities comprise the following components:

- 42' right-of-way
- Two 8.5' travel lane in each direction
- 7' parking, including rolled curb & gutter (to Face of Curb)
- 5' attached sidewalk
- Parking is permitted
- Vertical curbs should be installed along parks and residential frontages for alley loaded homes.

Exhibit 27: Minor Residential Street Sections



Public and Private Alleys

Private drives within the SPA serve residential units as a shared private driveway within the Four Seasons Neighborhood. These private drives provide access to multiple homes off this shared facility. This clustered configuration of homes minimizes garages and driveways in front yards of small lot detached residential units and eliminates 'garage-dominant' architecture. Private drives carry only the traffic from the residences that they serve and will be privately maintained as part of a Home Owners Association (HOA).

These 2-lane facilities comprise the following components:

- 21' wide pavement width
- No sidewalks
- Parking is not permitted

Exhibit 28: Public and Private Alleys

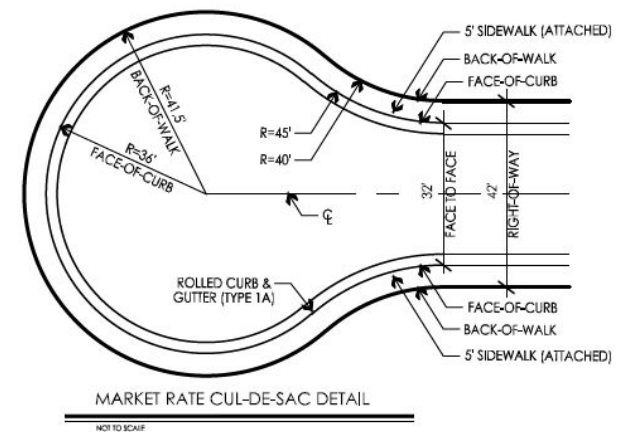
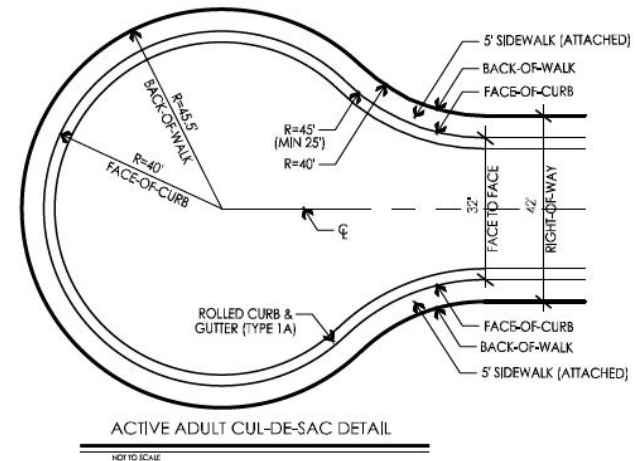
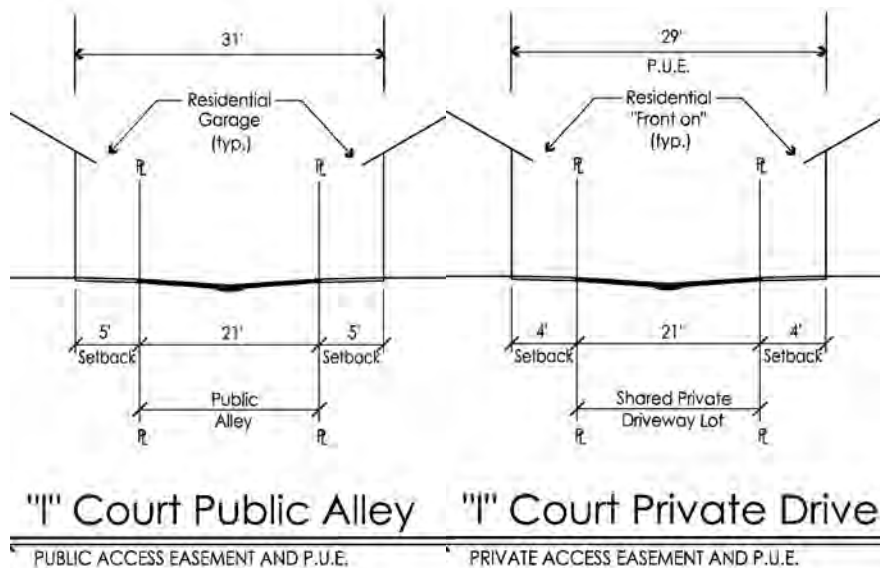


Exhibit 29: Typical Cul-de-Sac Bulbs

3.8.3 Trail Network

The trail network will create a citywide network with regional connections, allowing convenient and safe access to all pathways. The trail network, located throughout The Ranch Plan Area, is a key defining factor of the community. Trails encourage alternate transportation choices, like walking and biking, and limit the need for the conventional automobile. Trailheads orient residents to trail connections within the residential community and provide a unique sense of place integrating the natural and built environment. Proposed Trails provide opportunities for both active nodes and passive outlook areas, including benches, and pet waste stations, at these major trailhead locations. All trail improvements must be consistent with the South Sacramento Habitat Conservation Plan which governs this area. A total of 2.5+/- miles of trails will be added to the proposed site.

Within the SPA, trails are located along the expansive Wetland Preserve and a Class I Bike Trail is located within the Open Space Power Line Corridor. (Exhibit 30: Trail Map)

Nature Trails (Exhibit 31: Nature Trail Section)

Adjacent to the Wetland Preserve, there is a nature trail on the south side of Chrysanthy Boulevard, and on the north side of Chrysanthy Boulevard adjacent to the Four Seasons Neighborhood. These trails will consist of a 10' wide permeable and non-permeable trails with 2' shoulders. Proposed Trails will be located within a 50' buffer zone adjacent to the wetland preserve. The setback area will have natural vegetation and have minimal grading alteration incidental to grading transition from adjacent homes and necessary drainage. A 4' post and cable fence will separate the trail area from the remainder of the setback.

Class I Trail (Exhibit 32: Class I Trail Section)

Within the Open Space Parkway (Power Line Corridor) the trail section itself will be similar: 10' wide asphalt trail with 2' native shoulders on either side. However, it will occur in quite a different

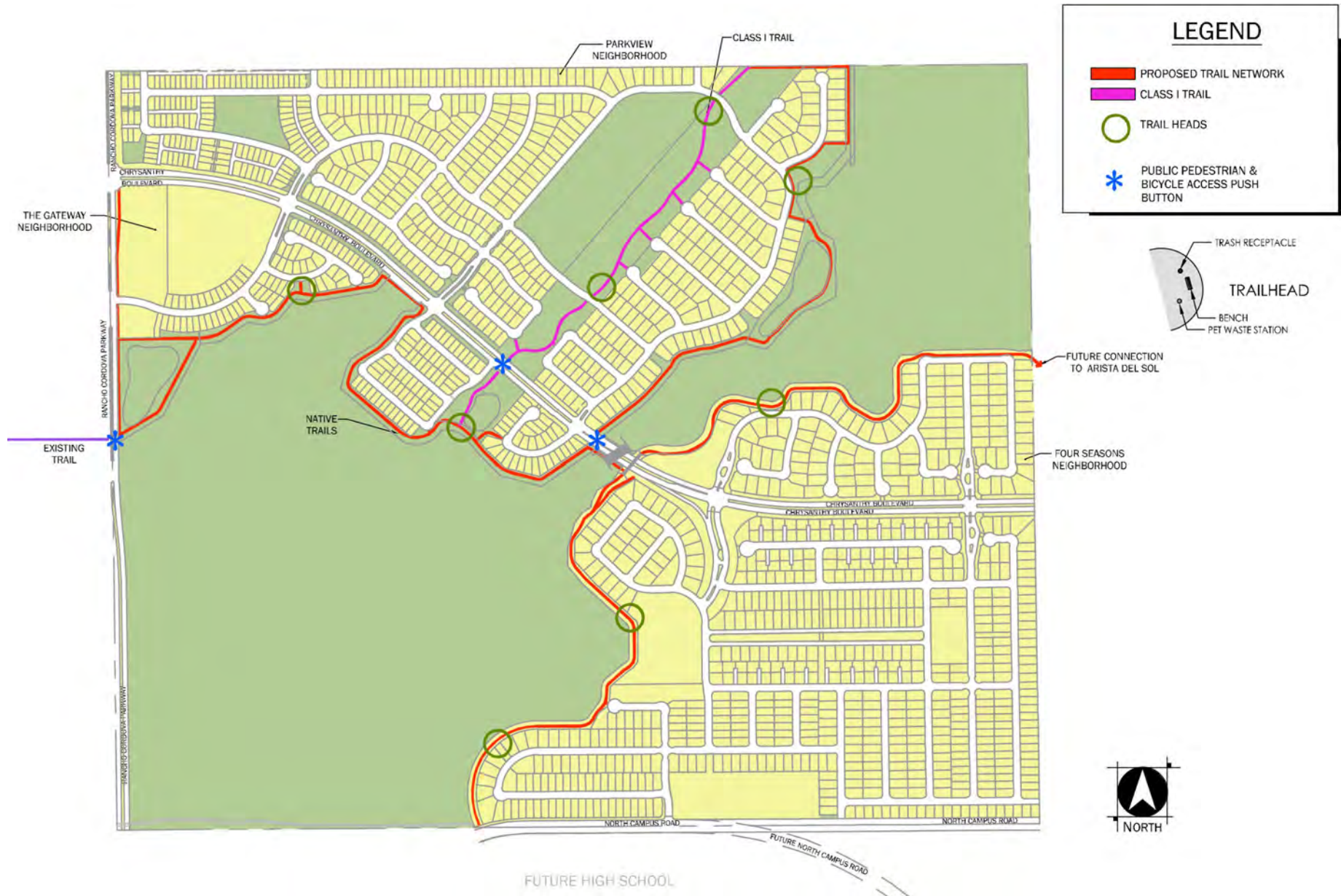
setting. A community-wide amenity, the Open Space Parkway will consist of an existing 275' wide power line easement providing access from the northern property boundary down to the Wetland Preserve south of Chrysanthy Boulevard. A 300' wide Community Park is proposed next to the Parkway located centrally within Parkview to create a premier parkland feature. The Open Space Parkway, and adjacent parklands, offer direct pedestrian connectivity throughout the Plan Area to other areas of the Sunrise Douglas Community Plan. The area will have native vegetation and limited landscaping incidental to community park amenities. This Class I trail provides a great opportunity to connect with other Class I trails, both existing and planned, in the area and in the greater City of Rancho Cordova community as identified in the City's Pedestrian Master Plan.

Trail Head (Exhibit 30: Trail map)

Meeting areas, benches, signs, pet waste stations, and landscaping will be located at every trail head. Trail head will be located at major pedestrian access points shown in exhibit 30.



Exhibit 30: Trail Map (Subject to change)



Development Area

Protected Area

50' Transition Zone

Welland Preserve

6' Open View Fencing

1' Overbuild

V-ditch

+ 4' Post & Cable

2%

Existing Grade/Natural Grassland

Pad

1' Overbuild

Residence "Back on" or "Side on" (typ.)

10' Min Width Varies

2'

10' Trail

2'

Width Varies

(Existing Natural) Landscape Cattle Grazing Area

22' Max

Regional Trail (Along Protected Area Frontage)

50' TRAIL SECTION/TRANSITION ZONE
NOT TO SCALE

Diagram illustrating the Class I Bike Trail layout. The trail is 14' wide, with 2' setbacks on both sides, leaving a 10' central path. A 14' section is shown to be located in the power line corridor.

3.9 PARKS + OPEN SPACE DESIGN PROGRAM

3.9.1 Overall Park + Open Space Plan

The Ranch Overall Park and Open Space Plan provides a variety of recreation opportunities, including active Community park, Neighborhood Park, passive parks, and open spaces within the Plan Area. The system of parks and open space will create a cohesive outdoor environment that complements the surrounding neighborhood form, playing an integral role in shaping the community as a whole. Proposed parks are located throughout the Plan Area, linked by residential streets, trails, and enhanced open space connections. The parks and open space system will greatly enhance the visual nature, quality of life, housing desirability, and the overall community image.

The Overall Parks and Open Space Plan is divided into two park programs: Public and Private. Within The Gateway and Parkview Neighborhoods a 10.8-acre public park combined with the adjacent Open Space Parkway will accommodate a premier park program, several detention basins as well as off-street Class I bicycle and pedestrian trail. This Corridor trends generally in a northeast-southwest orientation and provides community-wide open space. The community park consists of two regulation size soccer fields to be owned and maintained by Cordova Recreation & Park District. Public open space is generally owned and maintained by the City of Rancho Cordova.

The Four Seasons Neighborhood provides parks and recreation. For residents of this neighborhood this system of private amenities includes a clubhouse, linear park, community garden and off-street paths which create a looped walking network. These Four Seasons amenities will be privately owned and maintained as part of a Home Owners Association (HOA).

The Plan Area also includes a large Wetland Preserve that will be maintained in perpetuity for the preservation of threatened and/or endangered species. A trail around the Wetland Preserve will incorporate interpretive signage regarding the Wetland Preserve's special site characteristics, plant and animal inhabitants and on-going maintenance efforts.

Bicycle Facilities

Bicycle facilities shall be incorporated into each phase of The Ranch. The bicycle facilities and features shall include bicycle parking facilities for the multifamily, parks, recreation, and commercial uses, and may include bicycle lockers, showers for employment-generating uses, or bicycle-related signage.

Parkland Dedication

The Ranch public and private parks within the Plan Area contribute to the required parkland dedication. As outlined in the City's General Plan, 'All new residential development is required by the State to dedicate parkland at a rate determined by the land authority. The City of Rancho Cordova requires a rate of five acres per 1,000 population. In addition, the City of Rancho Cordova requires open space dedication at a rate of one acre per 1,000 population.' Table 5 outlines the required and provided parkland dedication.

Lighting Standards

A lighting plan shall be prepared prior to the approval of any improvement plans or building permits for park facilities. The lighting plan shall demonstrate that the lighting systems have been designed to minimize light spillage onto adjacent properties to the greatest extent feasible. The lighting plan shall include the following:

- Design of site lighting and exterior building light fixtures to reduce the effects of light pollution and glare from glass and metal surfaces;
- Lighting shall be directed downward, and light fixtures shall be shielded to reduce upward and spillover lighting;
- Where it is not feasible to fully shield light fixtures from light pollution, such as the sports field lights, the sports fields shall be located as to minimize the effect of lighting on nearby residential uses and the lighting shall be directed downward, be of the minimum wattage and height suitable for illuminating the playing surfaces and immediately surrounding areas, and shall be shielded and hooded to prevent light trespass outside of the park boundary and any adjacent roadway and to minimize any backscatter to the night sky.
- Lighting for each playfield, parking area, and structure shall have control boxes that allow operation of specific areas of lighting in order to only illuminate the field(s) and parking area(s) in use at any given time.
- Lights shall be turned off when the fields, parking areas, and structures are not in use.
- Parking lot lights added within the powerline easement east of the Community Park shall not be installed until the poles and fixtures have been reviewed and approved by easement holder. (PG&E or SMUD)

These requirements shall be noted on the project improvement plans.

Table 5: Parkland Dedication

QUIMBY DEDICATION					
Designation	Units	PPF	Required dedicaton	Location	Proposed dedication
Market Rate					
SFR	732	2.95	10.80	Community Park	10.78
				Neighborhood Park	2.19
MFR	215	1.54	1.66	25% Park Parking lots	0.2575
Active Adult					
AA SFR	705	2	7.05	Rec Center	4.62
AA MFR	38	1.04	0.1976	Linear Park	1.4
				Community Garden	1.58
Totals	1690		19.70		20.8275

CITY OPEN SPACE DEDICATION					
Designation	Units	PPF	Required dedicaton	Location	Proposed dedication
Market Rate					
SFR	732	2.95	2.16	25% Lot R	1.965
MFR	215	1.54	0.33	Lot U	1.21
				25% Lot S	0.7275
				25% Lot I	0.5725
				25% Lot Q	0.5625
Active Adult					
SFR	705	2	1.41		
Senior MFR	38	1.04	0.04		
Totals	1690		3.94		5.0375

The following pages illustrate the overall parks and open space plan including individual conceptual park plans, landscape standards and monumentation.

Exhibit 33: Overall Parks + Open Space System
(Subject to change)



3.9.2 Conceptual Park + Open Space Program

The park designs and programs for uses shown in this section are conceptual in nature and are subject to further design refinements. For purposes of this handbook, the park plans/ and programs are separated and listed by neighborhood, as previously identified in this handbook, and described in detail on the following pages. Concept only. Layout is subject to change.

The Gateway Neighborhood

The Gateway Neighborhood represents the public front door to the community and marks one's arrival to The Ranch SPA. As such, prominent community entry feature and plaza are planned for the intersection of Ranch Cordova Parkway and Chrysanthy Boulevard. Refer to Section 3.7.4, Signage + Monumentation, for more detail on the community entries.

In addition, this neighborhood also provides opportunity for residential and retail-service uses to interface by providing a parks or plaza to orient the neighborhood, creating a focal meeting area and community gathering space. The plaza is envisioned to have a formal, urban design yet provide passive-use recreational spaces.

PARKS PROGRAM

Linear connection to town center
Plaza at village end with water fountain
Raised planters with minor turf berms
Linear turf parkway strip
Landscaped transition to higher density homes
Site amenities: benches, trash receptacles, drinking fountains

Exhibit 34: The Gateway Neighborhood Plaza Concept

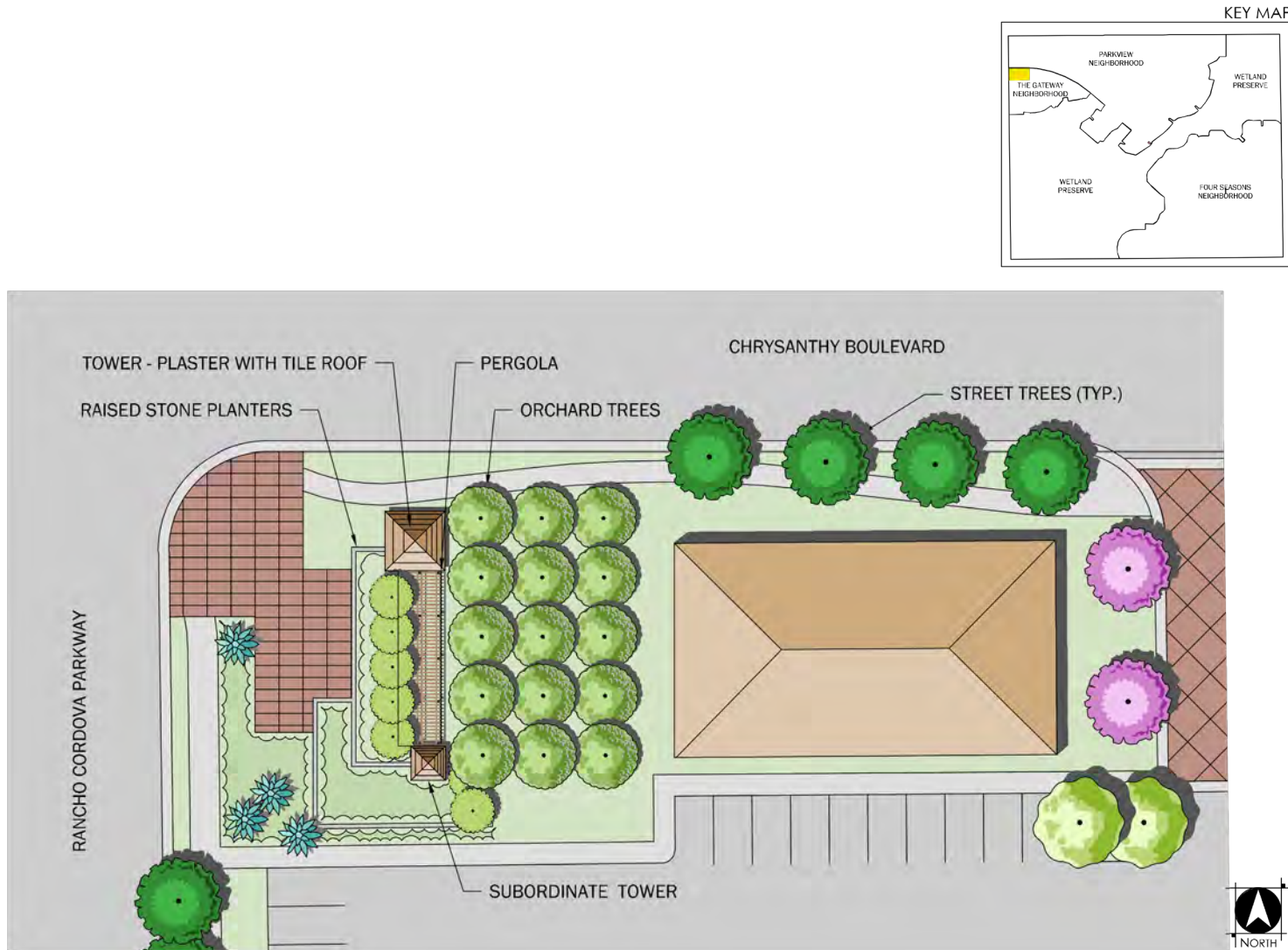
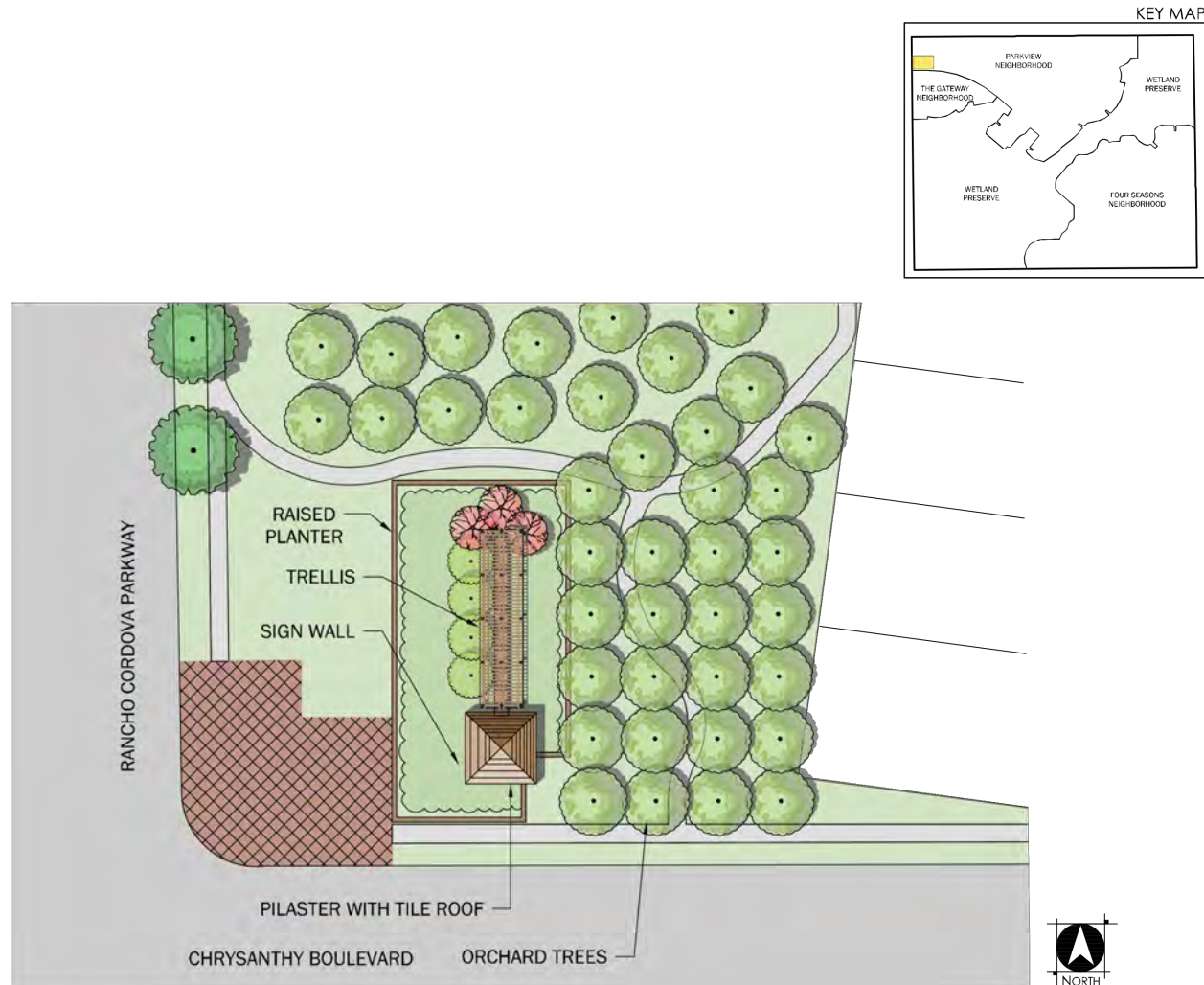


Exhibit 35: The Parkview Neighborhood Community Entry
Concept only. Layout is subject to change.



Parkview Neighborhood

This neighborhood is home to an 11-acre public community park, combined with the adjacent 8-acre open space parkway and a 2.1-acre neighborhood park. The parks serve the neighborhood and the community to provide active and passive recreational uses for the plan area. The community park is envisioned to have active recreation facilities. The open space in the adjacent power line corridor will be a natural, informal design.

The open space parkway consists of an existing 275' wide power line easement that provides Community-wide Open Space and offers direct pedestrian connectivity throughout the Plan Area and to other areas of the Sunrise Douglas Community Plan. Improvements include a Class I trail system consisting of a 10' wide asphalt or concrete trail with 2' gravel shoulders and will provide regional connectivity through the Plan Area.

The neighborhood park is envisioned to serve high density villages. The park will be an ideal location for a tot lot and will feature a basketball court available for all ages. The exact programming will be determined in collaboration with CRPD and local residents.

The park design elements within Parkview Neighborhood will be consistent with the architectural character of the surrounding neighborhood. The community park programming will be adjusted as needed to meet current trends and community needs when the design for the community park commences, consistent with the Cordova Recreation & Park District *Preliminary District-wide Facilities Distribution Plan* (June 2016). Final programming will be determined during the design phase of the community park.

The Programs for Uses and Conceptual designs are as follows.

COMMUNITY PARK PROGRAM

Two regulation-sized soccer fields, public restrooms, and other facilities typical to community parks such as children's play areas, picnic shelters and sports courts.

NEIGHBORHOOD PARK PROGRAM

Play structures, sports courts, picnic areas, shade structures, benches, tables, barbeque and trash cans.

PROGRAM FOR OTHER PARKS

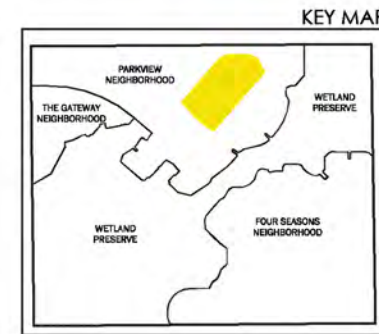
Meandering, Class I Bike and Pedestrian Trail

Site amenities: dog stations, trash receptacles, drinking fountains

Surface parking for adjacent community park facility

Detention basin facilities

Exhibit 36: Parkview Conceptual Plan of Community Park



* Kite flying is prohibited in this area. Signs shall be posted to inform the public.



Exhibit 37: Parkview Conceptual Open Space Power Line Corridor
 (Improved with drought tolerant plants and very limited turf area)



Four Seasons Neighborhood

This gated Neighborhood is home to a private recreation center, linear park, and community garden. The system of park amenities within this private community are meant to orient the neighborhood and provide focal meeting areas for community gatherings. The parks and open space system are envisioned to have a formal design and provide passive and active use recreational spaces.

The park design elements within the Four Seasons Neighborhood will be consistent with the architectural character of the surrounding neighborhood. The programs for uses and conceptual designs are as follows.

Four Seasons Parking

Parking on private streets within Four Seasons neighborhood on streets are allowed on one side only on streets up to 35 feet wide.

Table 6: Four Seasons Clubhouse & MFR Parking Requirements

Use	Area/Units	Rate	Parking
Clubhouse (approx. 19,000 sf)	19	2	38
AA MFR	38	0.5	19
AA MFR Guest	38	0.1	3.8
Total			60.8

ADA per building code

LINEAR PARK PROGRAM

Picnic trellis with enhanced paving and raised planter
Informal turf & grasses
Canopy shade trees
Meandering pathway
Site amenities: benches, trash receptacles & drinking fountains

COMMUNITY GARDEN

Community garden plots

Picnic area with trellis

Raised bed planters

Site amenities: picnic tables, trash receptacles & drinking fountains

MAIN COMMUNITY ENTRY

Gates and guard house

Prominent entry monumentation

Landscaped median

Wide landscaped corridors with street trees

Water features

(Secondary entries will have understated gated entries.

RECREATION CENTER PROGRAM

Gym/Fitness/Showers/Lockers

Aerobics/Multipurpose Room

Ballroom/Assembly

Cards/Mojang Room/Billiard tables

Club Room

Bistro (w/Pro Kitchen)

Lounge/Bar

Kitchen Demonstration/Lounge/TV Events

Small Conference Room

HOA Office Suite

Staff Breakroom

IT Room

Fire Room(s)

Storage Room (Maintenance)

Pickleball Courts (At Least 4)

BBQ/Outdoor Kitchen Stations/Tables

Putting Green

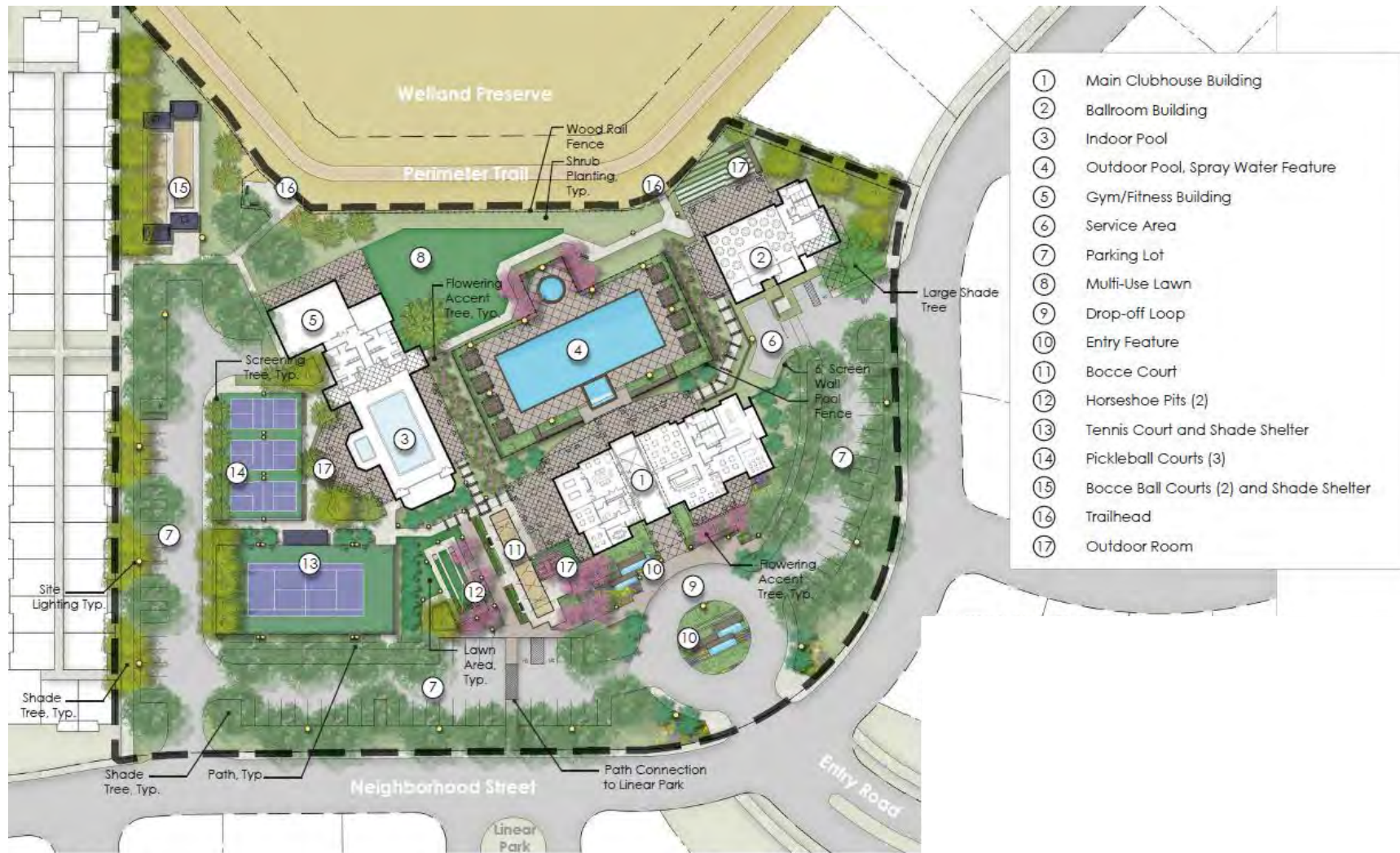
Pool (s) and Spas

Shaded Structures

Fire Pits

*The above program is subject to change

Exhibit 38: Four Seasons Recreation Center.



Note: Concept only. Site Plan is subject to change.

Exhibit 39: Four Seasons Linear Park Conceptual Plan
(Concept only, subject to change)

KEY MAP

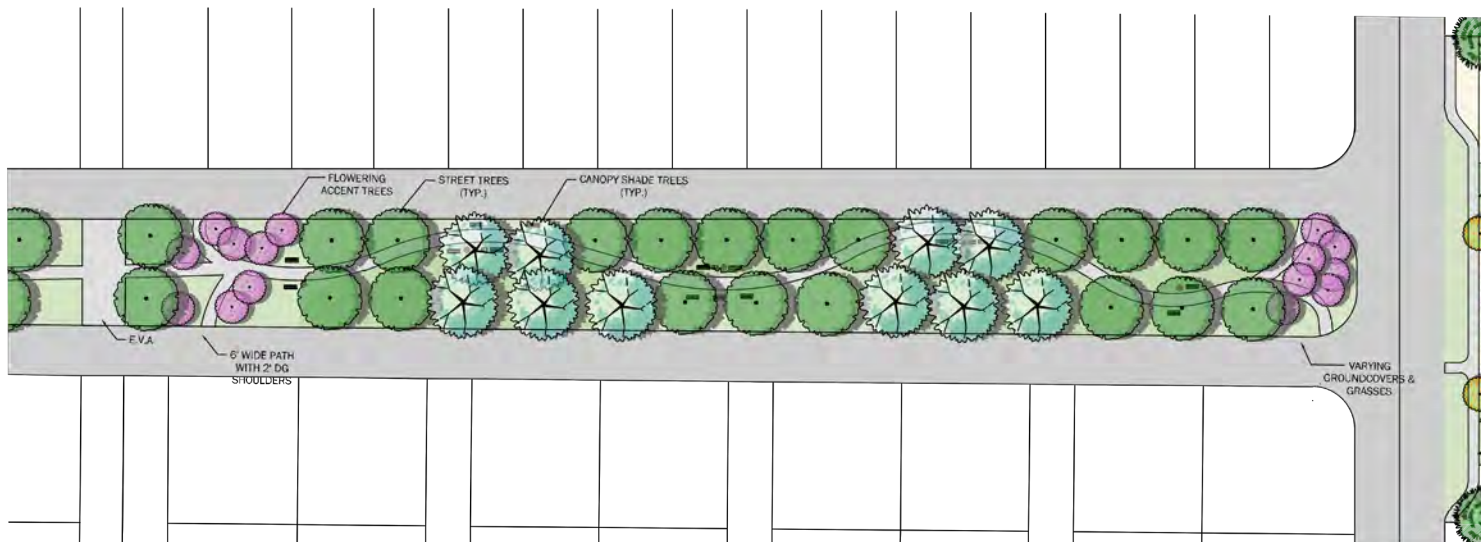
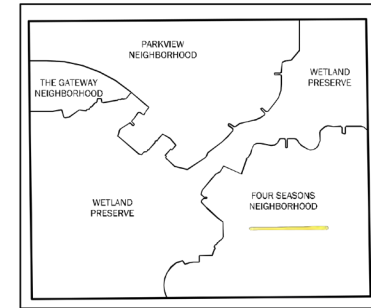
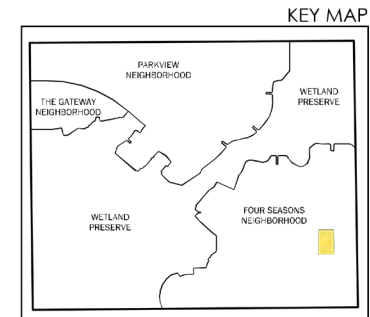
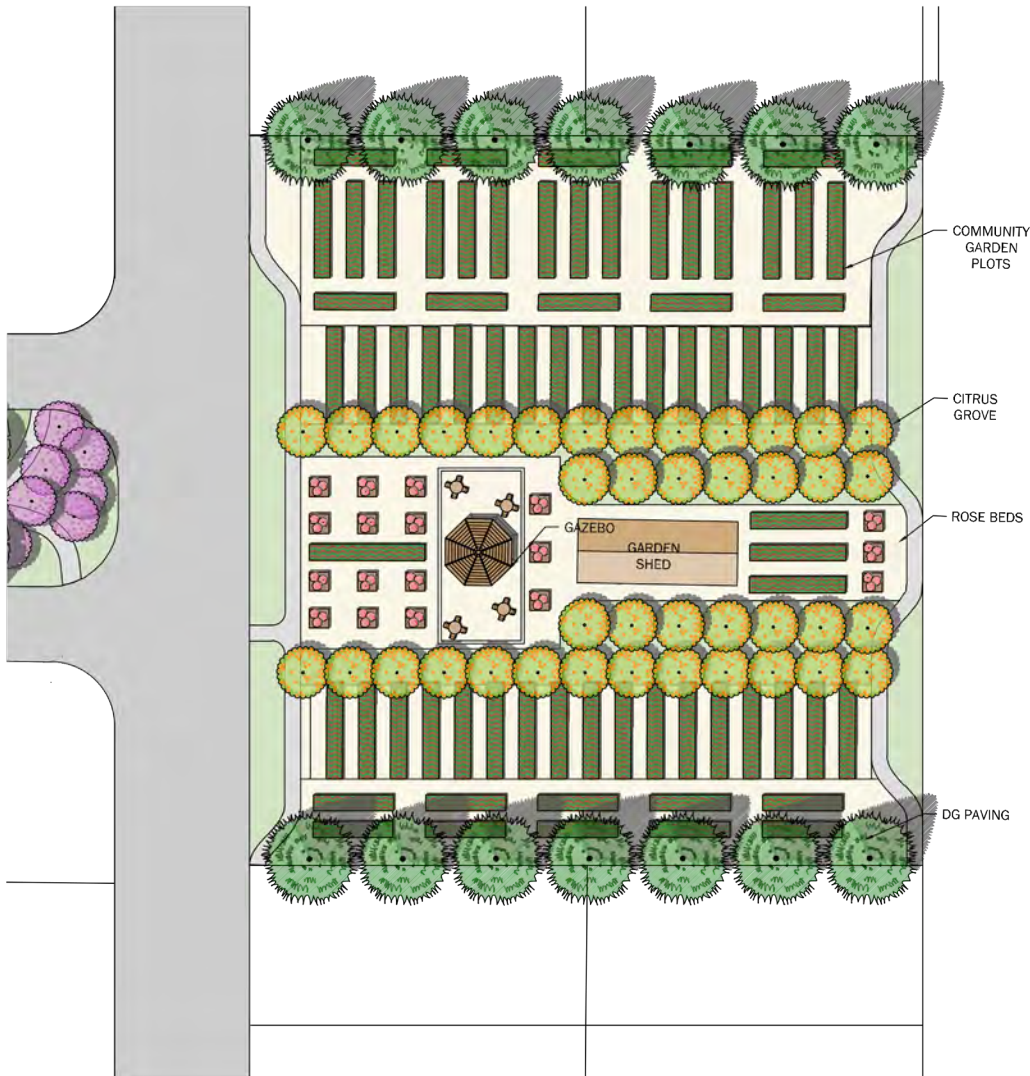


Exhibit 40: Four Seasons Community Garden Conceptual Plan
(Concept only, subject to change).



3.9.3 Landscape Standards

The intent of the landscape design within each neighborhood is to provide continuity throughout the community. Landscaping guidelines specify standards for streetscapes and public spaces. Using deciduous and evergreen plant material, year-round interest will be given to the site with an evenly layered plant design. This layered plant design helps to frame views and highlight special features and can also screen or diminish adverse views and utilities.

The streetscape within The Ranch community is unified through a consistent palette of ground cover, shrubs, and street trees. A minimum of 2,240 new trees will be included in the project, as street trees and trees included in the parks and landscaping areas. The street trees create a canopy along all public streets to increase the aesthetics of the neighborhood while providing shade and a walkable environment. All street trees should be a minimum of 15 gallons in size at the time of planting and centered in the parkway strip or behind the sidewalk in a few locations where there is an attached sidewalk. A mix of evergreen and deciduous trees is encouraged as primary and accent tree options.

The landscaping of public spaces should be carefully considered to attract visitors. Trees with a consistent canopy should be used in areas where shade is desirable especially along the walking path along the roadways. In general, the landscaping of public spaces should complement the other features and amenities of the area, becoming a backdrop to pedestrian activities.

The following landscape guidelines and standards apply to the community:

- Landscaping should be used to define outdoor spaces, softening and complementing structures
- Provide landscaping to screen parking, loading, storage and equipment areas
- Provide landscaping to shade and enhance the streetscape, parking areas, and outdoor gathering places

- Detention facilities should be planted to create the appearance of natural vegetation, with careful consideration of plant selection to ensure survival and compatibility of a proper functioning drainage system; and,
- Landscape should be drought tolerant.

Plant Palette

Refer to the Cordova Recreation & Park District [Design & Construction Standard Manual](#) (June 2015) for preferred trees, shrubs and groundcover. A minimum of 50% of trees and vegetation on each lot shall be drought-resistant. Additional trees and plants may be utilized with administrative review.

Turf Area

Turf for residential uses shall be at least 70% less than the maximum allowed turf area.

Irrigation

All irrigation shall use water-efficient irrigation systems that include automatic rain shut-off, maximum gallon per minute restriction, and WiFi connectivity features.

Public Art

Public art is encouraged and may be incorporated into public community spaces such as urban plazas and parks.

Fencing

Open view fence shall be installed along all lots backing to the preserve and open space lots. The fences will be wrought iron (or similar material), as seen in [exhibit 41](#). Good neighbor fences will be installed on side property lines adjacent to open space lots and paseos. Please see [exhibit 42](#).

3.9.4 Signage, Entry Monumentation, and Walls

Entry features and monumentation create an identity or “sense of place” for a community. Entries provide a rhythm to the streetscape, acting as a defining element that reinforces the overall architectural and landscape design theme. Both Primary and Secondary monumentation and associated signage are envisioned for The Ranch. To follow, are examples of primary and secondary monuments which may be found throughout the community.

The Primary Entry to the community is Located at the intersection of Rancho Cordova Parkway and Chrysanthy Boulevard. The entry feature at this major intersection is a combination of plant material, hardscape elements, decorative structures and paving, and signage ([Exhibit 46](#)).

Gates and a guard house are located at the main entrance to the Active Adult neighborhoods at Chrysanthy Boulevard ([Exhibit 49](#)). All other Active Adult entries will be scaled down and recessed from Chrysanthy Blvd. Secondary entries are designed to have a similar feel as the rest of The Ranch community, including a combination of plant material, hardscape elements, paving, and signage.

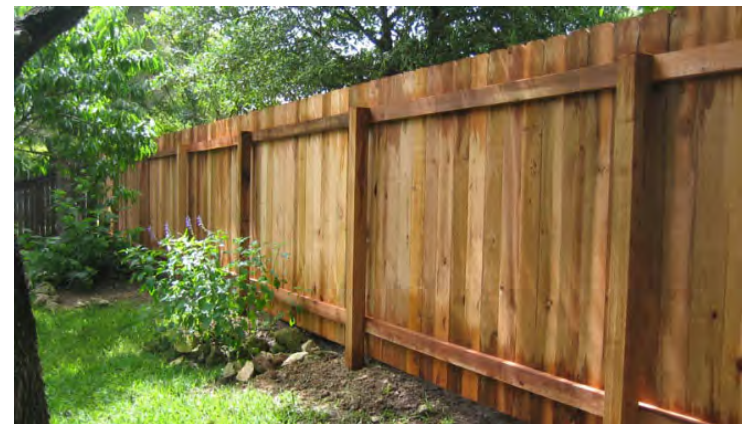
The following guidelines and standards apply to entry features and monumentation:

- Neighborhood identification signage or thematic logos may be incorporated into pilasters or low walls
- Entry street corners may incorporate hardscape elements including enhanced paving, pilasters, walls, raised planters and pedestrian gateways
- Groupings of evergreen or deciduous flowering trees shall be used to highlight each entry
- Thematic landscaping material consistent with Plant Palette, will set the tone for the community
- Must not interfere with vehicular sight lines

[Exhibit 41: Open View Fencing](#)



[Exhibit 42: Good Neighbor/Privacy Fencing](#)



Walls and fences are intended to provide screening and buffering between different land uses, to define the edges of roadways and public landscape, and to provide privacy and security for private homes. Masonry sound and safety walls are provided along the edges of the primary roadways. (Exhibit 43) These walls also provide for the entry and signage that are described in this section. Enhanced fencing is provided along the main entry drives within the project (along the enhanced landscape pedestrian walks), and lot line fencing between homes.

Exhibit 43: Example of wall detailing (preliminary design, subject to change)



Exhibit 44: Primary Entry (Rendering - Preliminary design, subject to change)



Exhibit 45: Examples of Primary Community Entry Monumentation



Exhibit 46: Community Entry Monumentation.

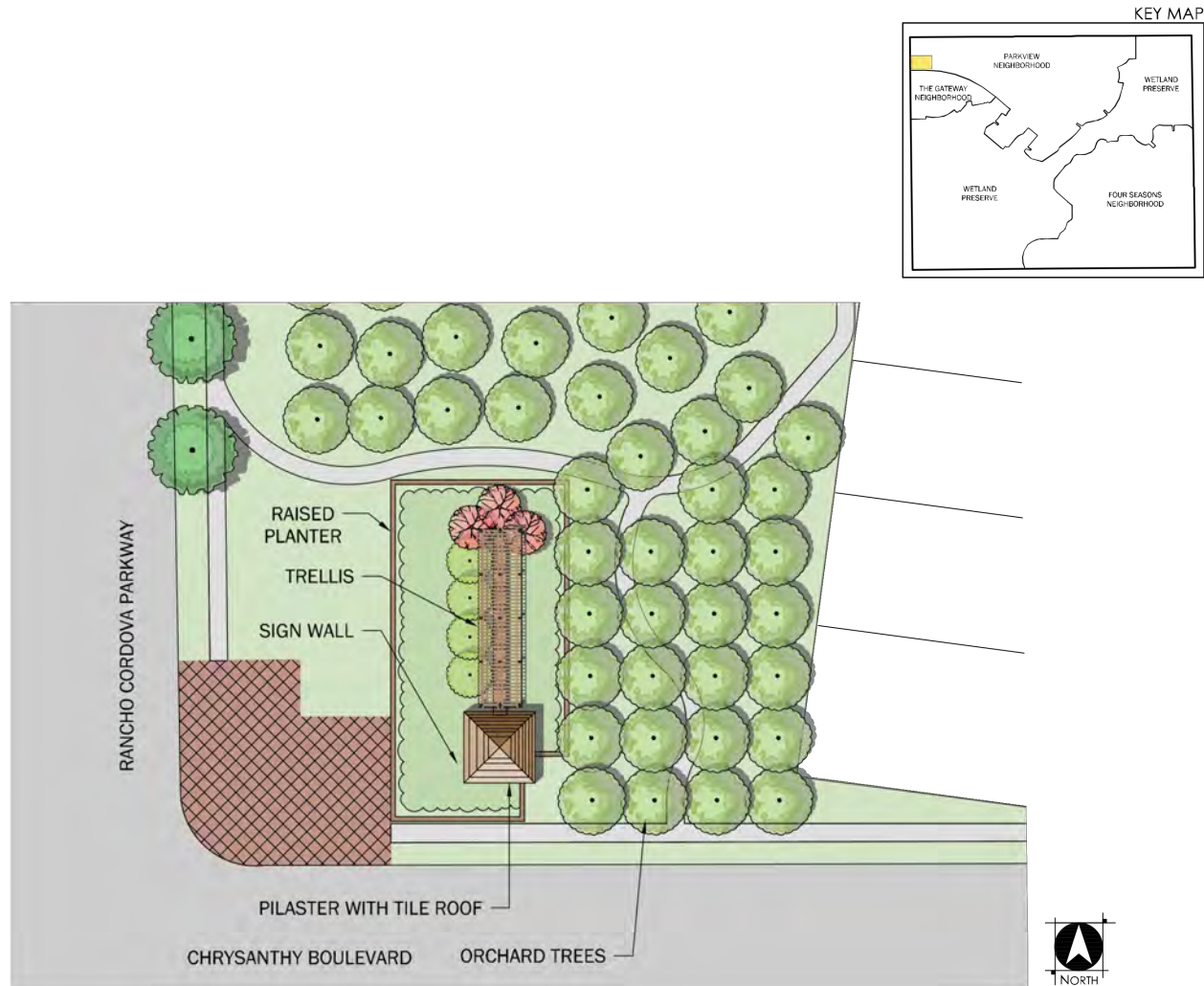


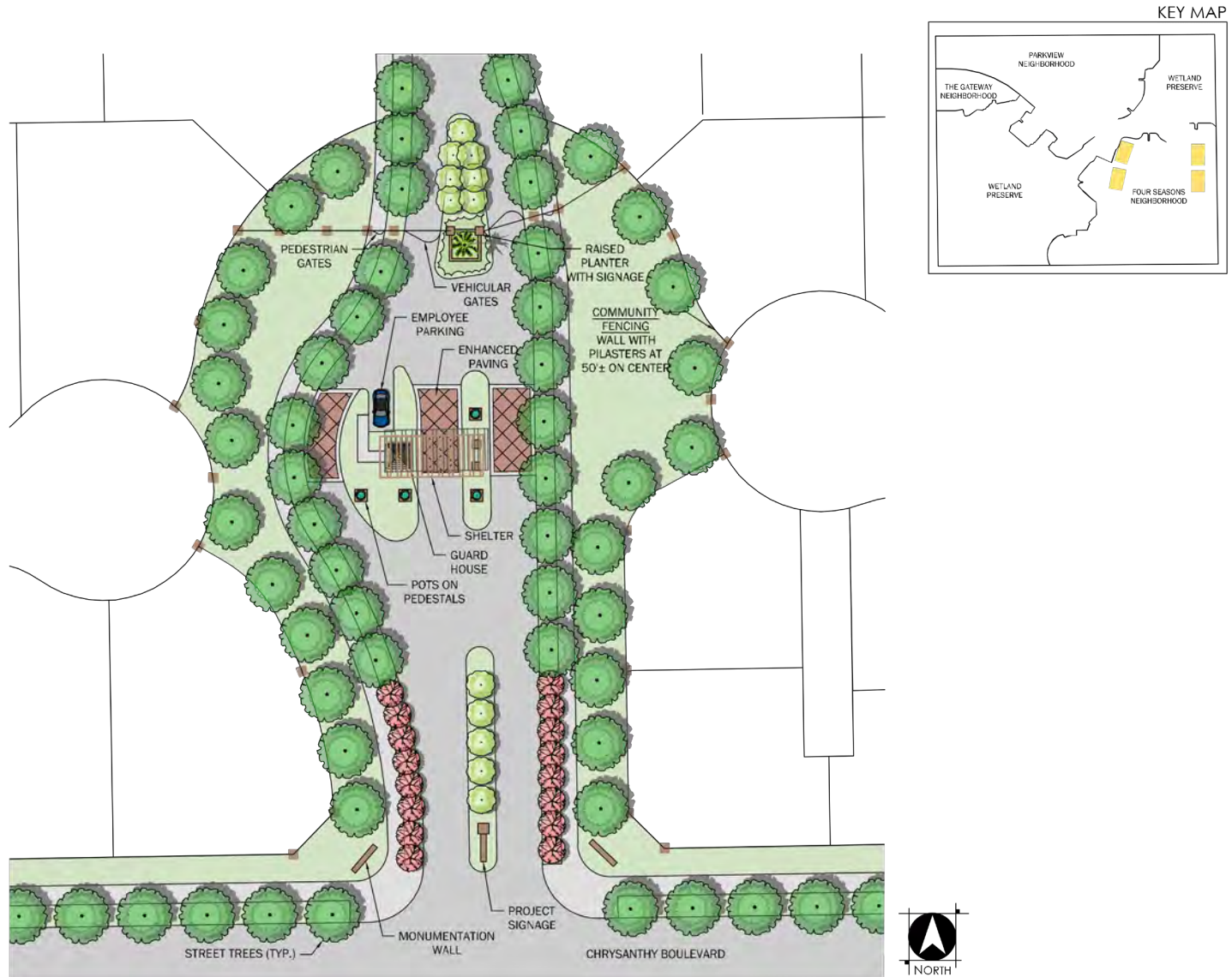
Exhibit 47: Examples of Secondary Community Entry Monumentation



Exhibit 48: Four Seasons Gated Entry
(Preliminary Design, subject to change)



Exhibit 49: Four Seasons Community Primary Entry Plan



3.9 WETLAND PRESERVE

The TRSPA includes a 200+/- acre Wetland Preserve which will be protected through a perpetual conservation easement. The Applicant is working with the South Sacramento Habitat Conservation Plan (SSHCP) to implement the Preserve. The SSHCP is a regional effort that will provide development and infrastructure Project with a streamlined, predictable federal and state permitting process by creating a Preserve System to protect habitat, open space, and agricultural lands.

The SSHCP was adopted by the City of Rancho Cordova on October 15, 2018. The SSHCP allows project proponents within the Plan Area to simplify and expedite the state and federal Endangered Species Act (ESA) permitting process. It is anticipated that the SSHCP will receive approval to sell mitigation credits for Incidental Take Permits in late March-Early April of 2019.

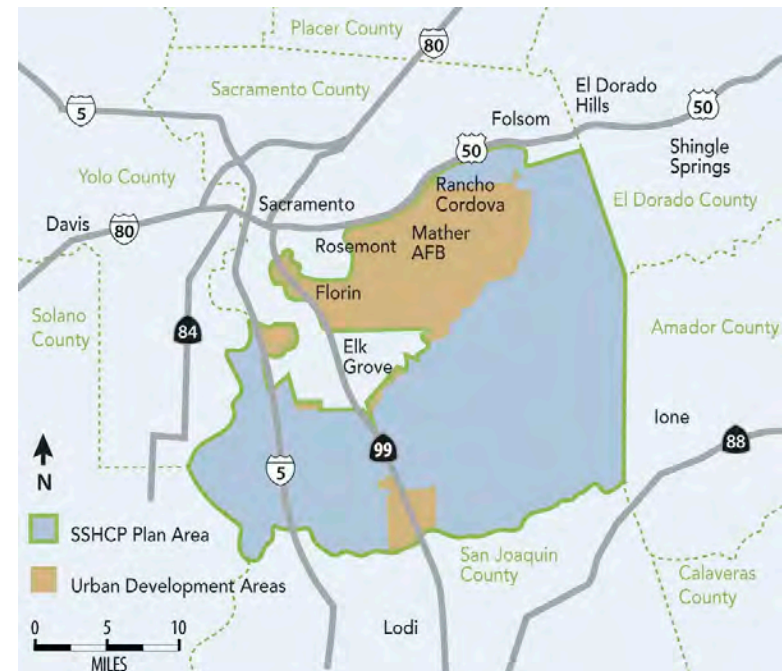
Other Related Permitting

In addition to streamlining the ESA permitting processes, a separate but parallel multi-tiered permitting program has been developed to streamline Clean Water Act Section 404 and 401 permitting process (see SSHCP Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) Appendix C) and a Master Streambed Alteration Agreement will be prepared to address Section 1602 of the California Fish and Game Code.

Incidental Take

The SSHCP will allow the Sacramento County (the County), the City of Rancho Cordova, City of Galt, Sacramento County Water Agency, and the Southeast Connector Joint Powers Authority (collectively referred to as the Plan Permittees) to issue an Incidental Take Permit (ITP) for activities and projects they conduct. In addition, the three local Land Use Authority Permittees (the County, Galt, and Rancho Cordova) have the ability to extend incidental take coverage provided by the SSHCP ITPs to activities and projects implemented by Third-Party Project Proponents that are under the jurisdiction of that Land Use Authority Permittee. This will allow

Third-Party Project Proponents to avoid the extensive negotiation and processing currently required to obtain individual project permits under the California Endangered Species Act (CESA) from the California Department of Fish and Wildlife (CDFW) and project ESA compliance from the U.S. Fish and Wildlife Service (USFWS).



Ultimately the SSHCP Conservation Strategy will result in an interconnected Preserve System totaling 36,282 acres of which TRSPA will be a part of. All SSHCP Preserves will be preserved in perpetuity and would be acquired either as a fee title or as conservation easements, although most of the Preserve System will be acquired using conservation easements. As the SSHCP is implemented over the 50-Year Permit Term, the new 36,282-acre SSHCP Preserve System will be established in a manner that supplements, complements, and links together many of the existing preserves within the Plan Area.

Monitoring SSHCP

The frameworks for two monitoring programs have been developed. The first framework is the “South Sacramento Habitat Conservation Plan (SSHCP) Compliance and Avoidance and Minimization Measure Monitoring (AMM) Program Framework.” This monitoring program framework was developed to monitor compliance with the Plan requirements, the Implementing Agreement, and the permits. A second monitoring program framework, the “SSHCP Preserve System Monitoring and Management Program” was developed to monitor the effectiveness of the Plan in terms of protecting Covered Species, natural communities, and ecosystem processes within the SSHCP Preserve System and to evaluate the effects of preserve management actions.

Land Dedication

The applicant proposes to dedicate the entire area of the wetland preserve to the HCP Authority. Therefore, Land Dedication in lieu of Development Fees implementation strategy outlined in Chapter 9 of the SSHCP is being proposed by the applicant. The SSHCP describes a land dedication process where project proponents can dedicate land towards satisfying their mitigation requirements and thereby reduce their development fees. When the dedication of land (or a re-establishment/establishment site) is accepted into the SSHCP Preserve System, development fees will be adjusted by reducing the appropriate portion(s) of the development fee (e.g., the “land” component of the SSHCP development fee) at a 1:1 ratio. It should be noted that some components of the proposed SSHCP development fees (i.e., “Other” fees shown in Table 12-5) will remain unchanged, as these fee revenues are used to fund SSCHP requirements for management and monitoring, changed circumstances, plan administration, plan development, and endowment). Land dedication in lieu of paying the land purchase component of the SSHCP development fee is only awarded after the Implementing Entity has approved the land dedication and recordation of a conservation easement or transfer of fee title to the Implementing Entity has occurred.

Endowment

The development fees include a contribution to a non-wasting endowment fund designed to generate sufficient interest to cover the ongoing annual costs beyond the 50-year Permit Term. The endowment needs are based on estimates of the long-term average real interest rate.

Preserve

The preserve will be fenced, and the conservation easement will specifically prohibit public access to the preserve. The easement will also prohibit vegetation removal, burning and dumping, discing, addition of roads or trails, equipment or fuel storage, alteration of topography, motor vehicle use, application of harmful chemicals, construction activities, or planting vegetation except for the express purpose of habitat monitoring and maintenance. Discing and mowing will only be allowed for fire control purposes and will be conducted in manner to avoid adverse impacts to vernal pool habitat.

Trails

Within the TRSPA, trails are located alongside the extensive Wetland Preserve. The trail will consist of a 10’ wide all-weather surface with 2’ shoulders on either side. The trail will be set back from the adjacent development a minimum of 10’ and 0-5’ from the curb and gutter on local streets and adjacent to the curb and gutter along minor arterials. The edge of the trail adjacent to the preserve will be clearly delineated with a low post and cable fence or any other similar delineation; no landscaping is permitted to occur within the wetland preserve boundary. Cattle have historically grazed the site and it is possible that this practice will be continued for weed abatement and fire control, as well as to provide a perpetual view into the site’s historic agricultural past.

Exhibit 50: Wetland Preserve (Subject to change)



3.10 INFRASTRUCTURE

3.10.1 Sanitary Sewer

The Ranch SPA is located within Area 2 of the BR East Rancho Expansion Trunk Shed (2015 Amendment) of the Sacramento Area Sewer District (SASD) and the Sacramento Regional County Sanitation District (SRCSD). SASD amended the BR East Rancho Trunk Shed in 2015, ahead of the scheduled 2020 System Capacity, to include The Ranch in the buildout expansion facilities. At build-out, The Ranch SPA will be served by a trunk main connecting to the existing Aerojet Interceptor 1B located in Chrysanthy Boulevard (east of Rancho Cordova Parkway), which drains to Location #1 Outfall at S132 Chrysanthy Pump Station.

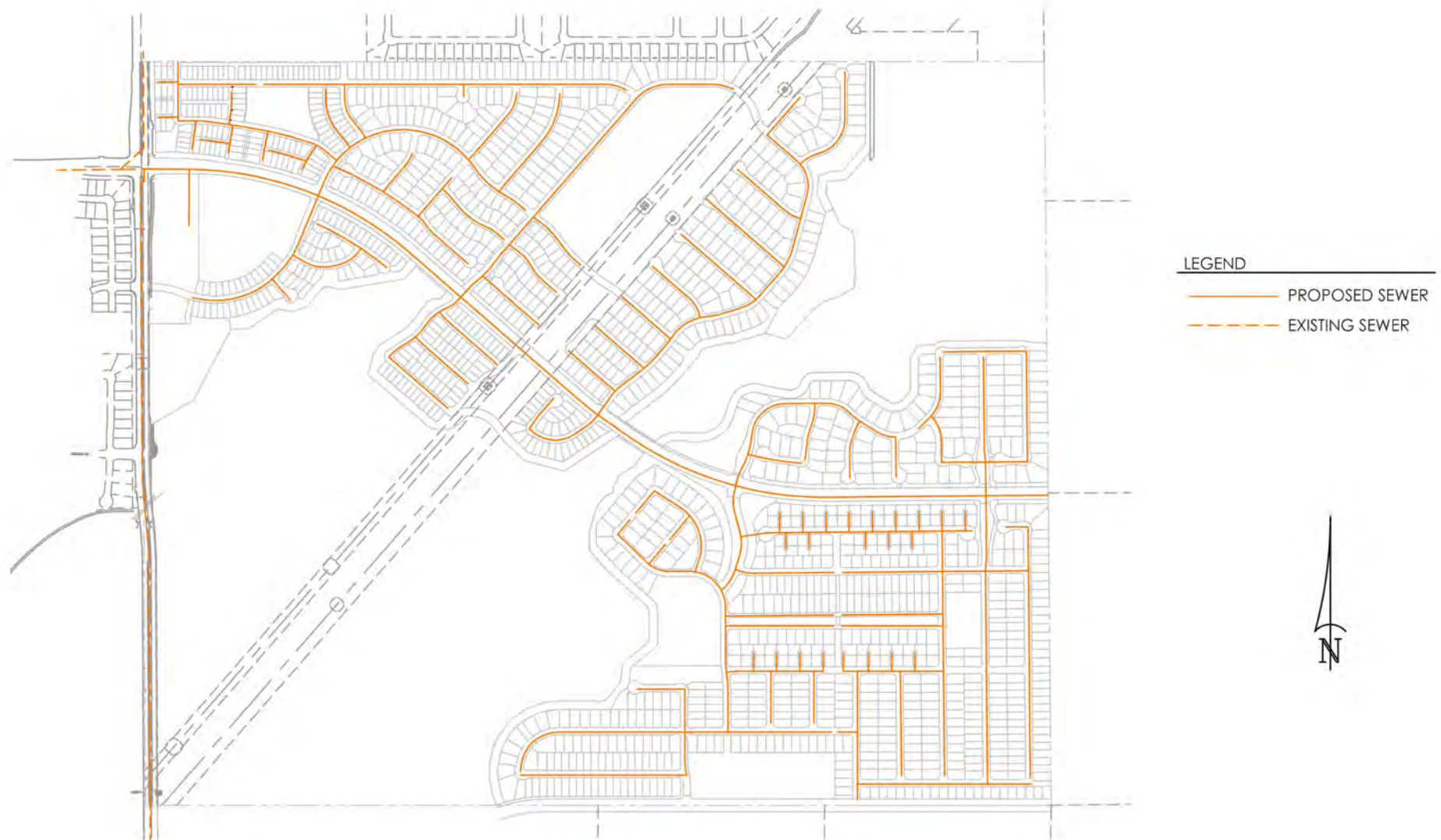
The following Sewer Service Standards and Guidelines are identified to ensure necessary infrastructure is provided in a timely manner, consistent with the project-phasing plan:

- The City of Rancho Cordova General Plan citywide policy mandates public sewer service for new residential developments of densities greater than one unit per two acres. Consistent with this policy, the SPA will be served by a public sewer collection system.
- Design and construction of phased sewer infrastructure into and through the Plan Area will be done with the approval and to the satisfaction of the City of Rancho Cordova and SASD staff, per SASD Sewer Ordinance (Effective 2/9/2018).
- Building permits for proposed projects shall not be approved until an approved Sewer Study for the Plan Area is approved by SASD.

- Interim sewer facilities, if required for phased development of the Plan Area, shall be designed in consultation with SASD and SRCSD.

The proposed on-site sewer collection system is illustrated in [Exhibit 51](#).

Exhibit 51: Sanitary Sewer (Subject to change)



3.10.2 Water Service

The Ranch SPA is within service area Zone 40 of the Sacramento County Water Agency (SCWA). SCWA will provide water service to each developable parcel and building of The Ranch SPA. The SCWC has an adequate source of water to meet the needs of The Ranch SPA as outlined in their letter provided to the City of Rancho Cordova. A water distribution system, constructed in phases, in and through The Ranch SPA will consist of a 24-inch, 12-inch and 8-inch diameter pipes, providing water to each of the proposed land uses in the quantity and pressure necessary for the intended development. Development of the project's water system will be consistent with the Regional Water Forum Agreement. Each project development phase will convey water in the appropriate quantity and pressure to support the proposed level of development without impacting the surrounding area.

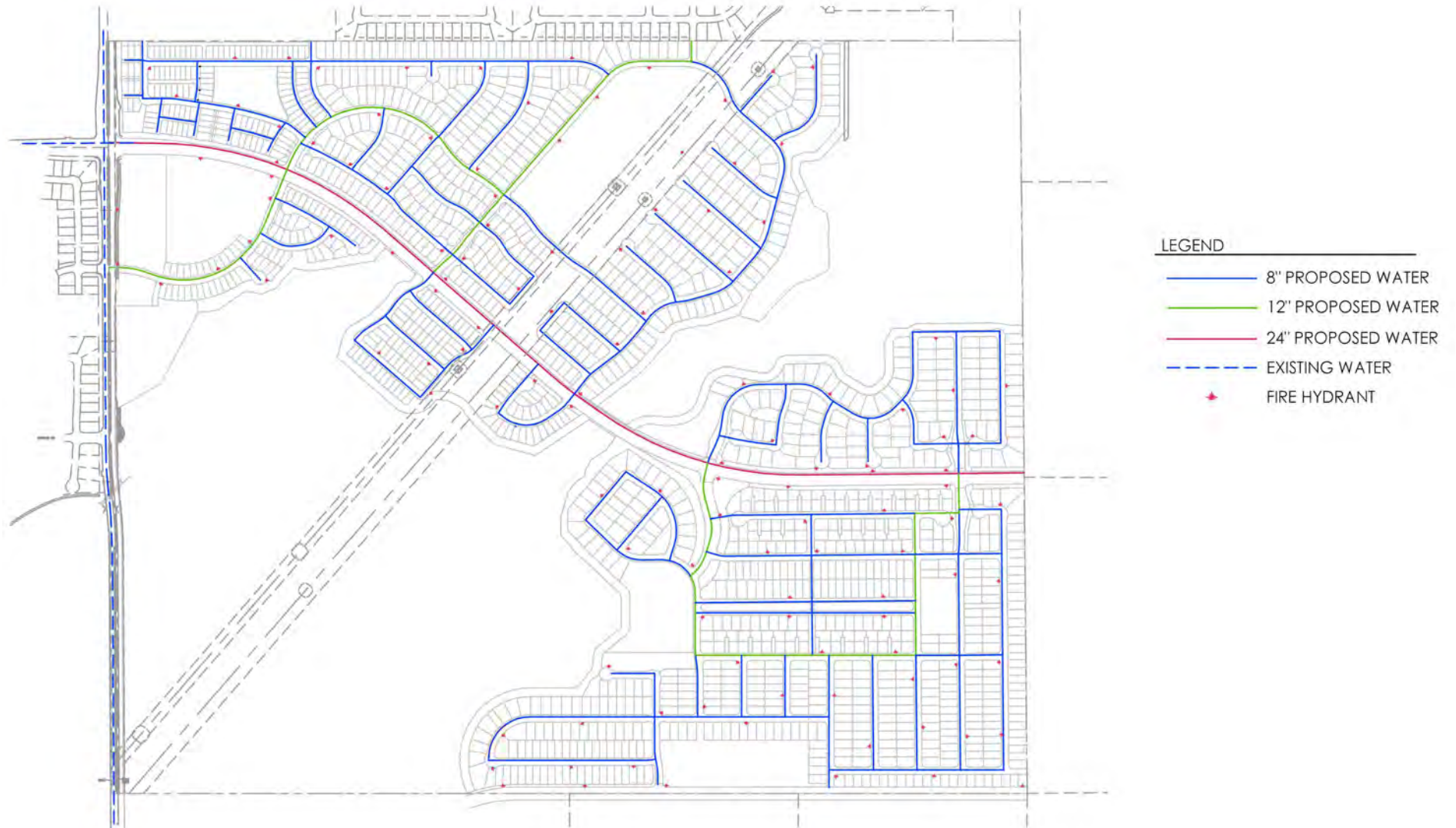
Water demands were projected for The Ranch SPA based on the land uses identified and the standard methodology implemented by the SCWA. The projected demands are similar to the existing water uses within the SCWA service area. The proposed water distribution system has been designed and sized to service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

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

- The City of Rancho Cordova General Plan Citywide policy mandates public water service for new residential developments of densities greater than one unit per two acres. Consistent with this policy, The Ranch SPA will be served by a public water distribution system.
- Design and construction of phased water infrastructure into and through The Ranch SPA will be done with the approval and to the satisfaction of the City of Rancho Cordova and SCWA staff.
- The Ranch SPA is required to connect to the existing SCWA system at a minimum of two locations. Interim water facilities, if required for phased development of the Plan Area, shall be designed in consultation with the City of Rancho Cordova, SCWA staff, and coordination with adjacent projects.
- Building permits for proposed projects shall not be approved until SCWA staff approves a Water Distribution Plan for The Ranch SPA. In addition, Building Permits for the proposed project shall conform to the specific provisions of the City of Rancho Cordova Landscaping Ordinance (Municipal Code Title 23, Chapter 23.716).

The proposed on-site water distribution system is illustrated in [Exhibit 52](#).

Exhibit 52: Water Service (Subject to change)



3.10.3 Drainage

The Ranch SPA topography is characterized by gently rolling terraces, numerous hills, and depressions. Current land use is cattle grazing. The unnamed tributary to the lower Morrison Creek South meanders down the middle, generally from the northeast to southwest.

The project consists of two development areas at the northwest and southeast quadrants, with the remaining area left as open space and an environmental corridor for the Lower Morrison Creek South. The northwest quadrant will drain to the Lower Morrison Creek South, and the southeast quadrant will drain to both the Lower Morrison Creek South and Kite Creek.

The open spaces will also include detention basins that will provide water quality and stormwater management. The management includes capture and treatment of summer irrigation flows, hydromodification of storm runoff, and attenuation of very large storms so that post-project flow rates are equal to or less than existing conditions. There will be three basins to manage runoff from the northwest quadrant development and two basins to manage the southeast quadrant stormwater runoff. Adequate overland release paths to convey runoff in excess of storm drainage collection pipe capacities shall be provided.

With the exception of a major road crossing (Chrysanthy Boulevard) and four outflows from the respective detention basins, the unnamed tributary to LMCS will remain as a meandering channel within an open space corridor. The outfall for the southern portion of the Southeast quadrant into Kite Creek is tentatively planned to be part of a larger outfall that will serve the proposed Sun Creek Specific Plan.

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

- Design and construction of phased drainage infrastructure into and through The Ranch SPA will be done with the approval and to the satisfaction of the City of Rancho Cordova.
- Building permits for proposed projects shall not be approved until the City of Rancho Cordova approves a Drainage Study of The Ranch SPA.
- Interim drainage facilities, if required for phased development of The Ranch SPA, shall be designed in consultation with City of Rancho Cordova staff.

The proposed on-site drainage system is illustrated in [Exhibit 53](#).

Exhibit 53: Drainage Map (Subject to change)

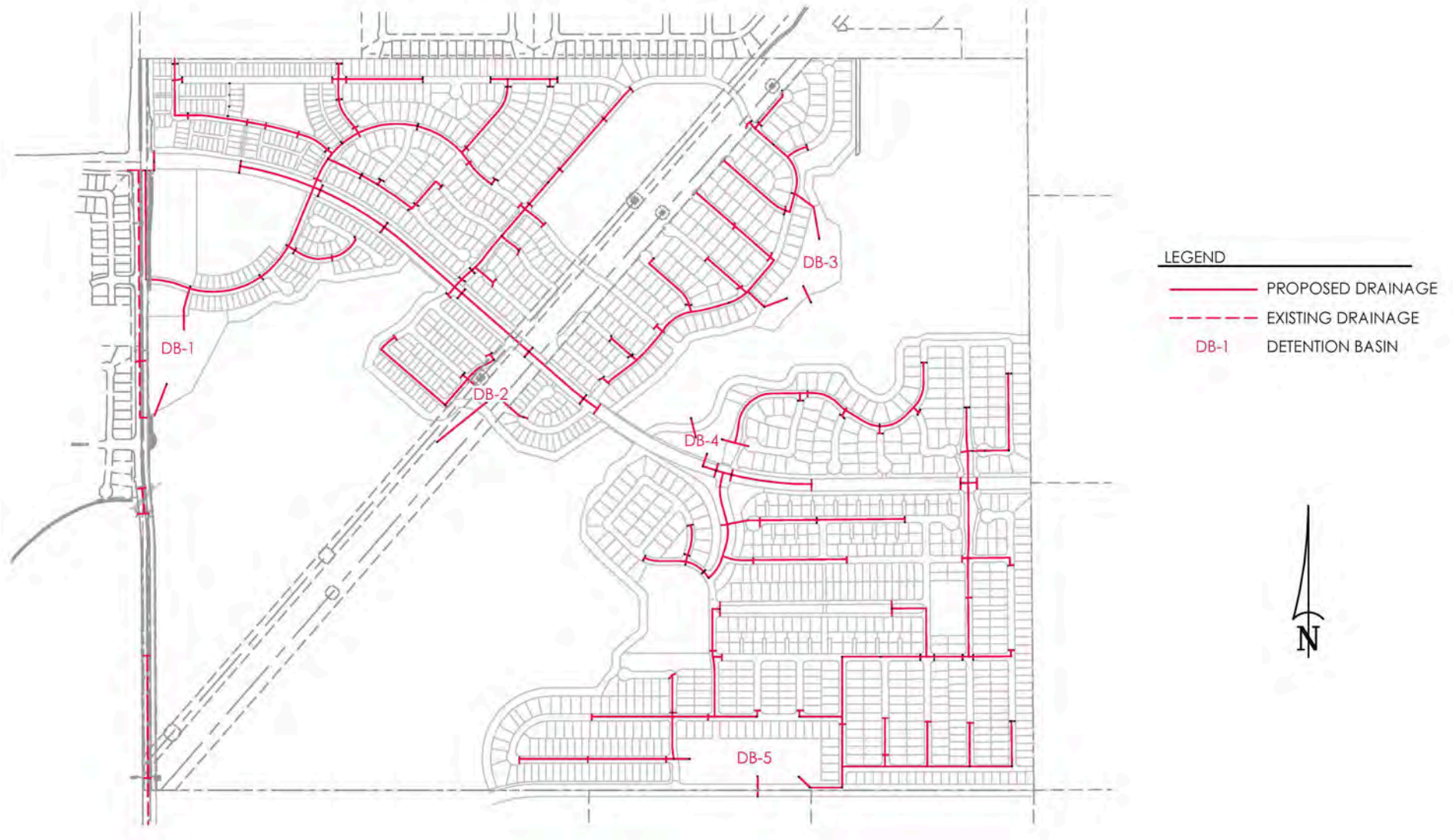
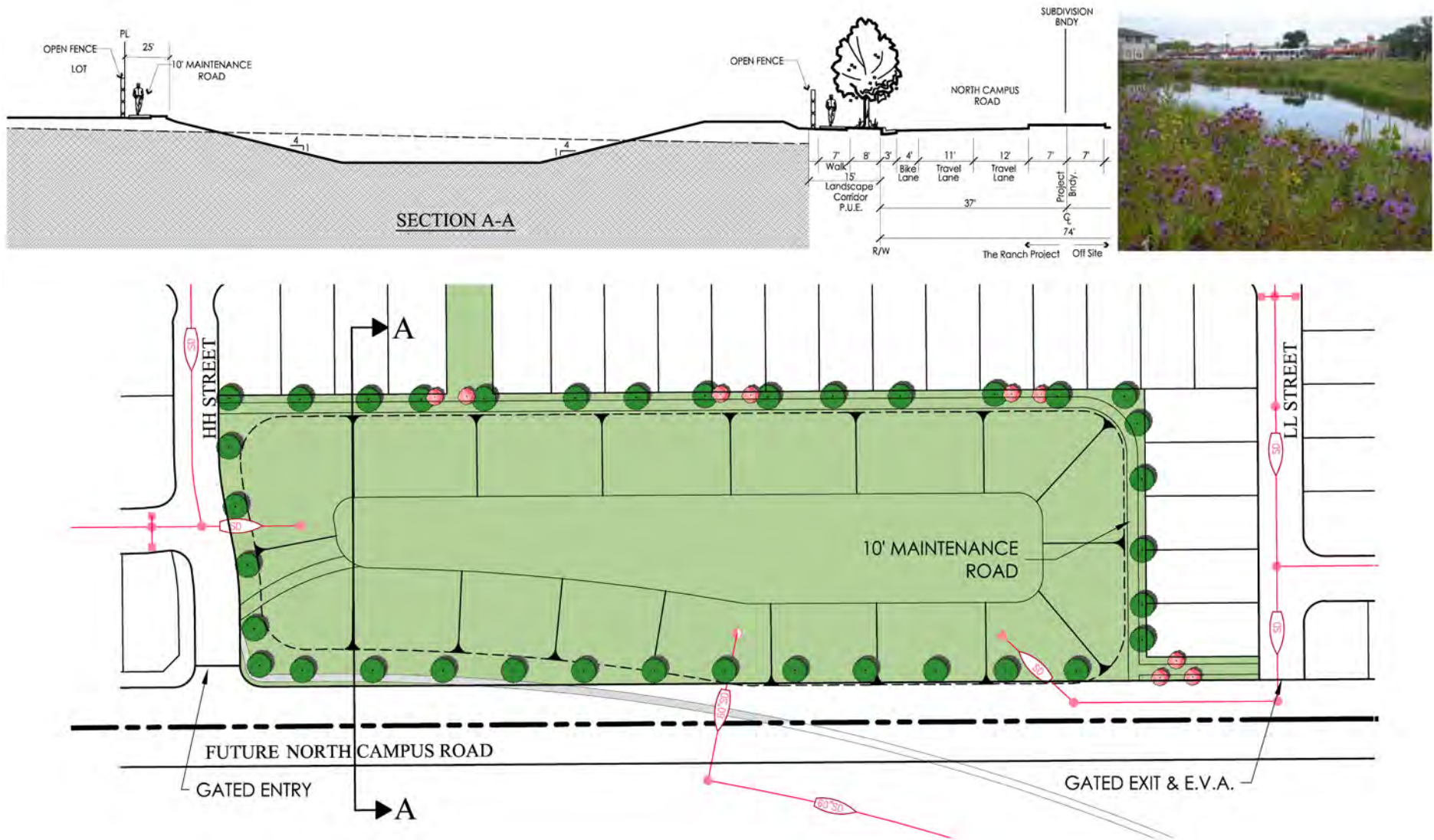


Exhibit 54: Section A-A Drainage Basin Illustration (Subject to change)

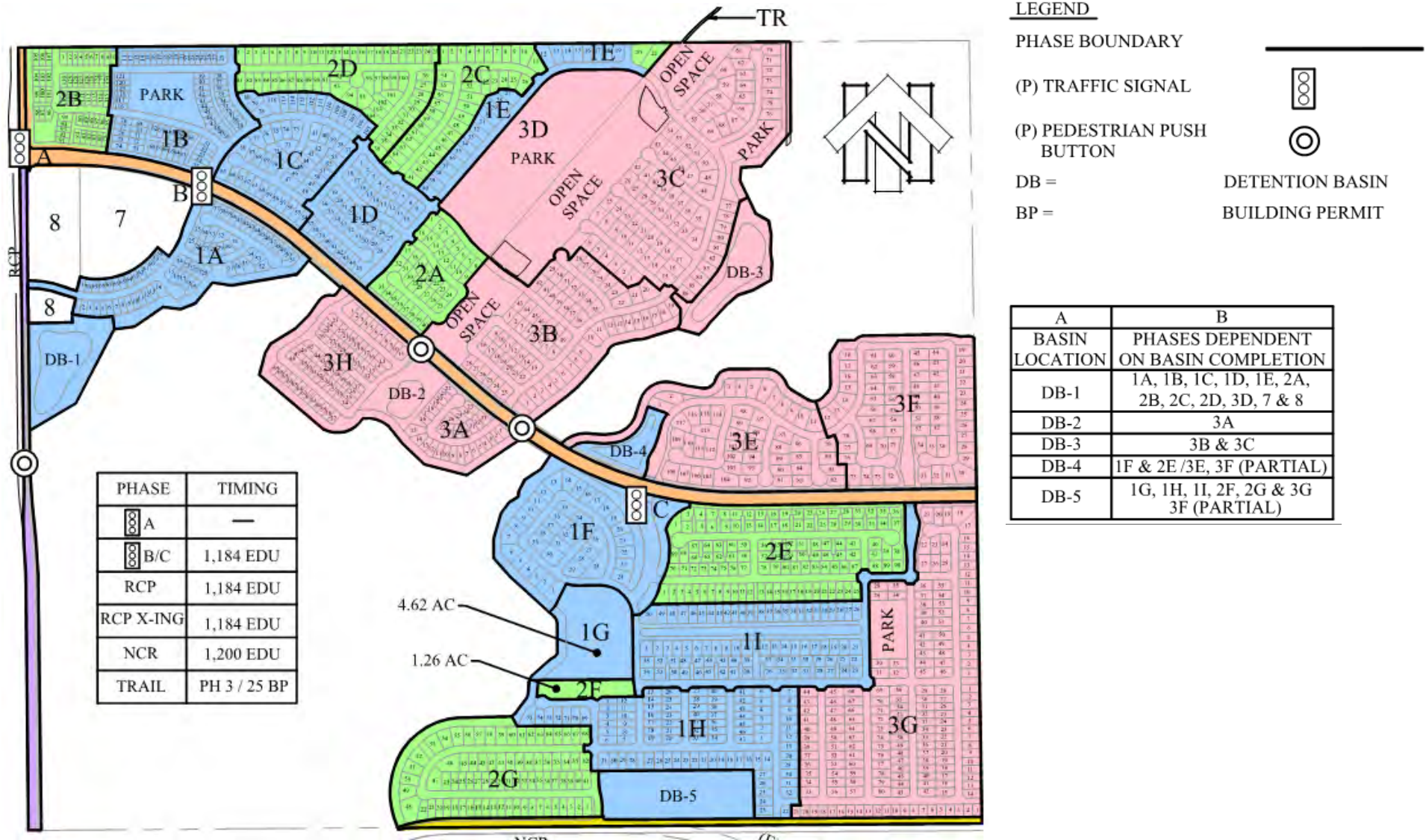


3.10.4 Phasing

A phasing plan has been prepared and included to demonstrate the logical, timely and appropriate completion of the infrastructure and roadway facilities, required to serve the phased build-out of the

Plan Area. Refer to [Exhibit 55](#) on the following page for the Phasing Map.

Exhibit 55: Phasing Plan (Subject to change)



CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2020

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING DEVELOPMENT AGREEMENT FOR THE RANCH 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. The Ranch Special Planning Area Project ("Project" or "Special Planning Area") is a plan for a mixed-use development with a broad range of residential uses, commercial, parks/open space, natural resources, and associated infrastructure and roads on an approximately 530-acre site in the City. The Project includes 1,690 residential units at various densities; of that number of residential uses, 743 residential units are active adult, 5.73 acres of commercial, 14.36 acres of community and neighborhood parks, 8.99 acres of private parks; stormwater detention basins; open-space areas, trails, major roads with landscaping; and a 200 acre wetland natural resource/preserve; and

D. The Special Planning Area's purpose is to create a cluster of walkable residential neighborhoods and a commercial area with park/open space and a 200 plus acre natural resource area. 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 Report for the Special Planning Area ("EIR").

F. The property within the Specific Plan area is owned by K. Hovnanian at Jaeger Ranch, LLC (referred to as "Landowner").

G. The Landowner has agreed to enter into a development agreement for The Ranch Special Planning Area. The development agreement attached hereto as Exhibit A ("Development Agreement") and cover the Special Planning Area.

H. On January 6, 2020, the City Council, pursuant to Resolution No. 4-2020, 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 Special Planning Area, which covered the attached Development Agreement.

I. On January 6, 2020, 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 Ranch Special Planning Area, (c) the City of Rancho Cordova's General Plan, (d) the Environmental Impact Report for The Ranch Special Planning Area, and (e) on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. Finding: *The development agreement is consistent with the General Plan objectives, policies, land uses, and implementation programs and any other applicable Specific Plans.*

Evidence: The Development Agreement is 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 Agreement vest the Landowners' right to proceed with development of the property in accordance with the Special Planning Area. The Development Agreement does not amend or revise the development standards in the Special Planning Area. Therefore, the Development Agreement will be consistent with the General Plan if development under the Special Planning Area is consistent with the City's General Plan. The findings and evidence to support this General Plan consistency determination are set forth in the Special Planning Area, 2.2 "General Plan Consistency," Furthermore, (a) the land use designation for The Ranch site allows for residential, commercial, parks/open space, and natural resources, (b) the project is consistent with the fiscal policies of the General Plan and the proposed TRSPA with respect to provision of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in The Ranch Special Planning Area.

B. Finding: *The development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.*

Evidence: As described above, the development agreement and the project it allows for, are consistent with the proposed General Plan Amendment and Special Planning Area for this site and therefore the development agreement promotes the orderly development of property as well as the preservation of property values, as area properties and their values would be, in part, based on this exact use occurring on this site in the future.

C. Finding: *The development agreement will promote the orderly development of property or the preservation of property values.*

Evidence: As described above, the development agreement and the project it allows for, are consistent with the proposed General Plan Amendment and Special Planning Area for this site and therefore the development agreement promotes the orderly development of

property as well as the preservation of property values, as area properties and their values would be, in part, based on this exact use occurring on this site in the future.

D. Finding: The development agreement does not pertain to any property in the protected 200-year floodplain, unless the development agreement contains conditions that will provide an urban level of protection to the property consistent with California Government Code Section 65865.5.

Evidence: The Development Agreement does not pertain to any property in the protected 200-year floodplain.

C. **CEQA Compliance.** In compliance with the requirements of CEQA, the City prepared an EIR for The Ranch project. On January 6, 2020, the City Council adopted Resolution No. 04-2020 certifying the EIR and adopting environmental findings, a statement of overriding consideration and a mitigation monitoring and reporting program for the Ranch Special Planning Area Project approvals. Resolution No. 04-2020 is incorporated herein by reference.

Section 3: Approval of Development Agreement.

The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, in a form approved by the City Attorney, and authorizes the City Manager to execute the Development Agreement. The attached Development Agreement is as follows:

A. Development Agreement by and between the CITY OF RANCHO CORDOVA and K. HOVNANIAN AT JAEGER RANCH, LLC;

Section 4: Recordation.

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

ATTACHMENT 3

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 21st day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David M. Sander, Mayor

Stacy Leitner, CMC
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

K. HOVNANIAN AT JAEGER RANCH, LLC

"THE RANCH"

DEVELOPMENT AGREEMENT
"THE RANCH"

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2020 by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and K. HOVNANIAN AT JAEGER RANCH, 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 530-acre parcel located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A** and **Exhibit B**, attached hereto (the "Property"). The marketing name for the Project is "The Ranch."

D. Public Hearing and Approval of this Agreement. On _____, 20__, the City Council, 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. __-20__ approving this Agreement. City Council approved Ordinance __- 20__ on _____, 20__.

E. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 201__, by Resolution No. __- 20__, City certified the Ranch Project Environmental Impact Report ("EIR").

F. 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.

G. Consistency with General Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. XX-201X, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan.

H. 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.

“Age-Restricted Community” means a subdivision which is developed, occupied, and maintained as a “senior citizen housing development” as currently defined in California Civil Code Sections 51.3 and 51.11.

“Affordable Housing Plan” means the plan attached hereto as **Exhibit I**, 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 _____, 201__, by Resolution No. __-201__, and implemented pursuant to the Affordable Housing Plan between City and Developer. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

“Approved Tentative Map” means the Small Lot Subdivision Map for The Ranch dated June, 2018, with last revision dated November 2019 prepared by Wood Rodgers civil engineers which approval by City Council, if at all, is anticipated to be concurrent with this Development Agreement.

“Backbone Infrastructure” means the infrastructure improvements generally described and listed as Backbone Infrastructure on **Exhibit G**, Guiding Principles for Funding Backbone Infrastructure.

“CC&R 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 Consumer Price Index for San Francisco-Oakland-Hayward (includes 4 Northern California counties) compiled by the US Bureau of Labor Statistics, which is applied by City to adjust the fees, assessments or taxes for changes in the costs of performing and/or providing municipal services.

“City Council” means the City Council of the City of Rancho Cordova.

“Core Backbone Road Infrastructure” means infrastructure roadway improvements to major roadways planned by City, as further described, identified, and listed on **Exhibit G**.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the Project Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A** and **Exhibit B**, 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 Resolution No. __-20__ on _____;
- (b) that certain Tentative Large Lot Subdivision Map approved by Resolution No. __-20__ on _____;
- (c) that certain Tentative Small Lot Subdivision Map approved by Resolution No. __-20__ on _____;
- (d) that certain Special Plan, approved by City on _____, 20__, by Ordinance No. __-20__;
- (e) the "Environmental Impact Report" or "EIR" certified by Resolution No. __-20__ on _____;
- (f) this Development Agreement, approved by City on _____, 20__, by Ordinance No. __-20__ (the "Adopting Ordinance");
- (g) the Affordable Housing Plan approved by City on _____, 20__, by Resolution No. __-20__; and
- (h) zoning of the Property approved by City on _____, 20__, by Ordinance No. __-20__.

"General Plan" means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City as of the date of this Agreement.

"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.

"Neighborhood Green" means open space to be dedicated pursuant to the Special Planning Area to supplement the park amenities provided by the Parks dedications.

"Parks" means the community and neighborhood parks to be dedicated pursuant to the Special Planning Area.

"Phasing Plan" – means the Infrastructure Phasing Plan that the Developer has prepared pursuant to Section 7.3, and attached to this Development Agreement as shown on **Exhibit C**.

"Private Facilities" means the private facilities generally described and listed as Private Facilities in **Exhibit F**.

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

"Public Facilities" means the public facilities owned by the City, CRPD, or other public agency.

"Regional Trail Network" refers to a system of trails, both existing and planned, that crisscross through the Special Planning Area, as identified in Section 3.8.3 of the Special Planning Area Handbook.

"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.

"Special Plan" means the Special Planning Area Handbook, dated _____ prepared by Developer, including all appendices thereto adopted by City on _____, 2019, by Ordinance XX-2019.

"Special Planning Area" means the entire 530.1 acre area which is the subject of The Ranch Special Planning Area Handbook.

"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 Project Area. Subsequent Entitlements may include, without limitation, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

"TDIF" means City's Transportation Development Impact Fee, as adopted and as revised by City from time to time.

"Turnkey Construction" means the developer is responsible to the agency of jurisdiction ("Agency") for the management and funding of the development, design and construction of the improvements on the parcel(s) that will be deeded to the agency or for parcels the developer will be granted credit for public purpose. The developer must comply with the requirements of the agency's requirements for turnkey process that specifies the agency's oversight and ultimate approval of the end product.

4. Effective Date, Term and Termination.

4.1. Effective Date. The effective date of this Development Agreement ("Effective Date") is _____, 20__ which is the effective date of City Ordinance No. ____-20__, 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 (20) 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 20-year term and shall then be of no further force and effect, unless otherwise extended by the Parties. 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 pursuant to Gov. Code 66452.6(b-c):

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIR 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 a 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 Special Plan and Small Lot Subdivision Maps. Except as provided in this Section 5 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, including the approved Small Lot Subdivision Map shows acreages of the proposed land uses. The Ranch Special Planning Area include the land uses and approximate acreages for the Project as shown and described in Section 1.5 of the Special 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. 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 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 (collectively "Building Code"), 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 Special Plan Area, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall only be the Exactions that were 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 14.1.1 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. CC&R Enforcement and Property Maintenance Code. Developer agrees to establish, with input from City, and record covenants, conditions and restrictions ("CC&Rs") against the individual parcels within the Project prior to their sale that will protect, preserve, and maintain the appearance, condition, function and operation of the single family home development in a similar manner to the City's Property Maintenance Code within Sections 16.18.1700 through 16.18.1709 of the City's Municipal Code, as may be amended from time to time. City may impose a condition, as part of subsequent approvals, for the Developer to include a copy of the Property Maintenance Code as part of individual home sale documents. 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 CC&R 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 CC&R Enforcement that includes the Project 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 CC&R Enforcement Program or to provide such CC&R Enforcement for the Property through a Homeowners Association, separate and apart from City's program. If Developer elects to provide its own CC&R Enforcement through a Homeowners Association, so long as the Homeowners Association provides adequate CC&R Enforcement within the Property comparable to City's CC&R 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 CC&R Enforcement program.

6. Park Development and Community Places Fee Obligations.

6.1. Park Development Fee and Community Places Fee.

i) Dedication of Parkland. Developer's obligation to dedicate 19.00 acres of park land to the Cordova Recreation and Park District (the "Park District") pursuant to California Government Code Section 66477 (the "Quimby Act") shall be satisfied by Developer's dedication of Lots T, D, and R to the Park District and by the creation of private park amenities in the Special Plan Area identified as Lots A, B, and C as set forth more specifically in **Exhibit E** (the "Dedicated Lands"). Developer's obligation to dedicate 3.80 acres of open space land to the City shall be satisfied by Developer's dedication of Neighborhood Greens to the City, identified as Lots C, S, Q, and U as set forth more specifically in **Exhibit E**. City agrees and acknowledges that Developer's dedication of the Dedicated Lands will satisfy the Developer's dedication requirements of Resolution No. 28-2005. Specific population factors of 2.95 persons per household ("pph") for market rate single family residential, 1.54 pph for multifamily residential, 2.0 pph for age-restricted single family residential, and 1.04 pph for the age-restricted multifamily residential products have been established and agreed upon for this Project.

ii) Park Development Fee and Community Places Fee – Market Rate Housing.

The Developer will pay a Park Development Fee in the amount of \$9,931.37 per Market Rate Single Family EDU and a Community Places Fee in the amount of \$1,421.19 per Market Rate Single Family EDU (excluding fee credits, as applicable) when each building permit for residential development is issued within market rate housing portion of the Project. Pursuant to the terms of a future Park Development Agreement between the Park District and Developer, the Park Development Fee shall be so reduced to reflect Developer construction of the neighborhood park on Lot T and the community park on Lot D and parking facilities on Lot R as agreed upon by the Park District. The Park Impact fee credits will be specified in the Park Development Agreement between the Park District and Developer. Pursuant to the terms of a future Credit/Reimbursement Agreement with the City, the Community Places Fee payable to the City shall be reduced to reflect Developer Turnkey Construction of the Neighborhood Green or other community places amenities as agreed upon by the City on Lots S, Q, U and a portion of Lot R.

iii) Park Development Fee and Community Places Fee – Age-Restricted.

The Developer shall Turnkey Construct all park and recreational facilities identified in the Special Plan on the parcels identified as Lots A, B, and C in **Exhibit E** in the Age-Restricted Community portion of the Project Pursuant to the terms of a future Park Development Agreement between the Park District and Developer, the Park Development Fee shall be so reduced to reflect Developer Turnkey Construction of the neighborhood park on Lot T and the community park on Lot D as agreed upon by the Park District. Pursuant to the terms of a future Credit/Reimbursement Agreement with the City, the Community Places Fee payable to the City shall be reduced to reflect Developer Turnkey Construction of the Neighborhood Green or other community places amenities as agreed upon by the City on Lots S, Q, U and a portion of Lot R.

iv) The Park Development Fees and the Community Places Fees shall be adjusted on January 1, 2020 and annually thereafter, no later than January 15th by the method provided in City CCI Index 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 most recent October issue of the Engineering News Record Magazine Construction Cost Index.

(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 October.

(c) The adjusted Park Development Impact Fee and Community Places Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section, by the Park Development Impact Fee and the Community Places Fee in place prior to the annual adjustment.

6.2. Timing of Dedications of Parks. Prior to the recordation of any residential Small Lot Subdivision Map in the Project which contains a portion of the Dedicated Lands, Developer 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 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 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 Subdivision Map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the Park Development Fee or Community Places Fee, then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Park Development Fee and/or Community Places Fee. The amount of any such Park Development Fee and/or Community Places Fee credits and reimbursements shall be based on the amount budgeted by the applicable Park Development Fee and/or Community Places 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. 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 turnkey 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.

6.3. Community Renovation Fee. Developer agrees that it shall pay City the total sum of \$1,193.17 for each single family dwelling unit and \$932.16 for each multifamily dwelling unit (the "Community Renovation Fee"); provided that the Community 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, 2020, the Community Renovation Fee shall be adjusted annually on each January 1 based upon City CPI Index. The Community Renovation 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 community facilities, parks, Neighborhood Greens or other open space in the City. This payment is made voluntarily by Developer. It is paid 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 Community Places 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 Community Places Fee as a result of paying the Community Renovation Fee required under this Section 6.3.

Developer voluntarily agrees to construct an off-tract segment of the Regional Trail Network that connects the Developer's northerly trail terminus to an existing trail terminus at Canyonlands Drive. City shall award Developer

fee credits towards the Community Renovation Fee in an amount equal to a City approved engineer's estimate of construction costs.

7. Infrastructure and Maintenance Finance.

7.1. Infrastructure Finance. Prior to approval of a Small Lot 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. Prior to approval of a Small Lot 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. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement, the SPA, or the conditions of approval on the Entitlement. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation 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.

The funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Street, Lighting and Landscape Maintenance. Developer and City agree that the Developer will participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, intelligent transportation systems (ITS), operations, streetlights and safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City's Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Developer for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. If the Developer does not provide another financial mechanism, the Developer will support the annexation of the Project into CFD 2014-2, and cover the Developer's fair share costs of the CFD annexation not to exceed Five Thousand dollars (\$5,000) per annexation. The Age-Restricted Community portion of the project will participate in this CFD at a reduced rate to reflect HOA maintenance of the private streets in the gated community and fair share City maintenance of public streets and soundwalls on public property. The reduced rate at FY 19/20 amounts are estimated to be \$301.58 per single family unit and \$171.91 per multifamily unit, such rates to inflate annually per the method described in the CFD.

7.2.2. Park Maintenance. Developer and City agree that the Developer will participate in or provide a funding mechanism for maintenance services for the Project's associated financial impacts to the operation, maintenance and capital replacement of existing and proposed public parks that are maintained by the Cordova Recreation and Park District. This may be accomplished through annexation to CRPD's Communities Facilities District No. 2018-1 (Park Facilities and Services), or other financial mechanism as may be proposed and provided by the Developer for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public park improvements. If the Developer does not provide another financial mechanism, the Developer will support the annexation of the Project into CFD 2018-1 (Park Facilities and Services), and cover the Developer's fair share costs of the CFD annexation not to exceed Seven Thousand dollars (\$7,000) per annexation. The Age-Restricted Community portion of the Project will participate in this CFD at a reduced rate commensurate with the reduced benefit to this portion.

7.2.3. Community Places and Neighborhood Greens Maintenance. Developer and City agree that the Developer will participate in or provide a funding mechanism for maintenance services for the Project's associated community places and Neighborhood Greens. This may be accomplished through annexation to the City's Communities Facilities District No. 2018-2 (Community Places and Neighborhood

Greens), or other financial mechanism as may be proposed and provided by the Developer for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public community places and Neighborhood Green improvements. If the Developer does not provide another financial mechanism, the Developer will support the annexation of the Project into CFD 2018-2 (Community Places and Neighborhood Greens), and cover the Developer's fair share costs of the CFD annexation not to exceed Five Thousand dollars (\$5,000) per annexation. The Age-Restricted Community portion of the project will participate in this CFD at a reduced rate to reflect HOA maintenance of the neighborhood greens in the gated community and fair share City maintenance of public community places, regional trails and neighborhood greens. The reduced rate at the FY 18/19 amount shall not exceed \$48.83 per single family unit and \$25.55 per multifamily unit, such rates to inflate annually commencing FY 19/20 per the method described in the CFD.

7.2.4. 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 2019/2020 Transit-Related Services Tax shall be \$114.75 per low density residential unit, \$91.80 per medium density residential unit, \$68.65 per high density residential unit, \$2,942.45 per acre for retail and service commercial, and \$2,429.15 per acre for commercial mixed use. This special tax will be adjusted annually commencing with the FY 2020/2021 annual levy, in accordance with the City CPI Index.

7.2.5. Stormwater Utility Fee. Developer and City agree that the Developer will participate in or provide a funding mechanism for maintenance services for the Project's public stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by the Developer for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public stormwater and flood protection system. If the Developer does not provide another financial mechanism for the public system, the Developer will support the annexation of the Project into the City's Stormwater Utility Fee District, and cover Developer's fair share costs of the annexation not to exceed Seven Thousand dollars (\$7,000) per annexation. The Age-Restricted Community portion of the project will participate in this District at a reduced rate to reflect HOA maintenance of the detention basin in the gated community and fair share City maintenance of public drainage improvements. The reduced rate at FY 19/20 amounts are estimated to be \$30.61 per single family unit and \$287.19 per acre for the multifamily parcel, such rates to inflate annually per the method described in the CFD.

7.2.6. Annexation into CFD No. 2013-2 (Police Services). Prior to recordation of the first Small Lot Subdivision 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 \$5,000 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 2018/2019 Police Maximum Services Special Tax shall be Five Hundred Forty-four Dollars and Seventy-Six (\$544.76) annually per residential dwelling unit, including multi-family units, or Three Hundred Sixty Three Dollars and Seventeen cents (\$363.17) annually per Age-Restricted Community dwelling unit. 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, 2019, 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 Subdivision Map, or 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.

7.2.7. Special Taxes. Developer agrees that it will not vote to repeal or amend any of the special taxes being imposed in the amounts or as set forth in Sections 7.2.1 through 7.2.6, inclusive, 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 special taxes identified in Sections 7.2.1 through 7.2.6 after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.8. Homeowner Associations.

7.2.8.1. Age-Restricted Community. Developer hereby agrees to form a Homeowner Association to maintain certain infrastructure components in the Age-Restricted Community portion of the Project: residential streets, street lights, sidewalks, drainage facilities, private parks, frontage landscaping at the entrances, entrance gates, clubhouse recreation facility, and common areas and other amenities as appropriate, and similar portions of the Property as a common interest development under the Davis-Stirling Common Interest Development Act. A map of the facilities that shall be owned and maintained by the Homeowner Association is shown in Exhibit F.

7.2.8.2. Market Rate Portion. Developer shall form a separate Homeowner's Association for the Market Rate portion of the Project for the exclusive purpose of enforcing the CC&Rs that are recorded against the properties to protect, preserve, and maintain the appearance, condition, function, and operation of the entire Project.

7.2.8.3. CC&R Enforcement. The purpose of the Homeowner Associations will be to enforce the rules and regulations for both Market Rate and Age-Restricted Community portions of the Project as adopted from time to time by its board of directors, enhance and protect the value, desirability, and attractiveness of the community, and discharge such other lawful duties and responsibilities as may be required pursuant to its bylaws and the declaration of CC&Rs to be recorded in the Office of the Recorder of Sacramento County, State of California, with respect to the residential planned development. The City shall be identified on the CC&Rs as a third-party beneficiary for purposes of exercising the duties and covenants imposed therein and shall be entitled to, without obligation, take appropriate legal action to enforce those duties and covenants. If an action is commenced, the City shall be entitled to recover costs including attorneys' fees.

7.2.8.4. Discretionary Maintenance. Subject to City approval, Developer using Declarant powers has the option to specify other additional maintenance obligations as the responsibility of the Homeowner Association including public facilities, if Developer determines that the Homeowner Association can perform such obligations cost effectively. If Developer desires to exercise this option and City agrees, then the City funding mechanism for maintenance, such as a CFD, shall be modified so that the assessment applied to homeowner property tax bills is reduced to reflect the cost savings for item(s) to be maintained by the Homeowner Association.

7.2.9. Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to Sections 7.2.1, 7.2.2, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be 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 Special Plan Area. Furthermore, if and to the extent a Homeowners Association elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in Sections 7.2.1, 7.2.2, 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. Infrastructure Phasing Plan. Prior to approval of any large lot tentative map, Developer shall provide a large lot phasing plan addressing sequencing and full build-out of major public onsite and offsite infrastructure necessary to support the project. The large lot phasing plan shall show all public facilities including but not limited to, major roadways, signals, trails, pedestrian over/under crossings, sewer, water, drainage facilities, parks and Neighborhood Greens, and other utilities, and shall be prepared to the satisfaction of the City Public Works Department. The large lot phasing plan may be amended from time-to-time upon written approval by the Public Works Director. The large lot phasing plan shall be in substantial compliance with the infrastructure phasing plan included as a part of this DA and to the satisfaction of the Public Works Director (**Exhibit C**).

Prior to approval of any Small Lot Subdivision Map for an individual phase, the Developer shall prepare and submit to City a small lot phasing plan that addresses full build-out of all onsite and offsite infrastructure necessary to support the project, including all secondary streets and utility infrastructure. The small lot phasing plan will show the blocks of the small lot tentative map to be constructed and all roads, signals, trails and other infrastructure required to serve the use of the proposed units within each block to the satisfaction of the City's Public Works Department.

Prior to issuance of building permits (except permits for model homes and clubhouse) within an individual map phase, all streets and improvements shown on the large lot and small lot phasing plans, all streets necessary for access to the proposed homes, associated improvements included in the approved improvement plans and other infrastructure as necessary for adequate public access and use shall be substantially complete to the satisfaction of the Public Works Director. These improvements including sound walls and landscaping shall be fully constructed to the satisfaction of the City's Public Works Department prior to the first occupancy. The Phasing Plan may be amended from time-to-time upon written approval by the Public Works Director.

7.4. County Reciprocal Funding Agreement. City has concluded good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and County to address impacts of developing the SPA on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. Through Developer required roadway and signal improvements as negotiated between the Developer and City, the City has determined that Developer has fully satisfied its obligations with regard to the requirement for the County Reciprocal Funding Agreement.

7.5. Transportation Set-Aside. As more particularly described in **Exhibit G**, City and Developer agree that a TDIF Set-Aside will be used to establish a dedicated revenue source to help fund certain Core Backbone Road Infrastructure. The TDIF Set-Aside shall not apply to non-residential uses. **Exhibit G** details the requirements and administration of the TDIF Set-Aside. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway constructed by Developer within or off-site of the Special Planning Area shall be subject to and administered in accordance with the TDIF Set-Aside provisions in **Exhibit G**. City further acknowledges that the administration and maintenance of the TDIF Set-Aside will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway interchange project, alternative funding approved by City therefor has been secured.

7.6. Off-Site Intersection Improvements. The traffic mitigation measures for the Project, as set forth in Sections 3.13-3, 3.13-4, and 3.13-5 of the Project EIR, include signal and/or striping improvements at the intersections of Douglas Road at Sunrise Boulevard, Sunrise Boulevard at White Rock Road, and Sunrise Boulevard at Zinfandel Drive. City has relieved Developer of the obligation to construct those improvements and City shall assume the responsibility to fund and construct the improvements. Subject to applicable laws and regulations, the timing of the construction of the improvements is at the discretion of the Public Works Director.

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 material term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Sections 13 and 14 herein. Dedication and/or transfer of Village 23 to City will generate fee credits applicable to City's affordable housing in-lieu fee, as further identified and described in the Affordable Housing Plan, attached as **Exhibit I.** 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 developer to build any SPA Backbone Infrastructure within any portion of the Property in connection with the development of the other 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, which may include water, sewer, and storm drain facilities not within a right-of-way. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the 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 developer who intends to construct such Backbone Infrastructure. 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. The alignment of said rights of way and/or easements shall substantially conform to the alignment shown on the Approved Tentative Map.

9.1. **Off-site Improvements (Acquisition).** Developer may be required to perform off-site improvements. If Developer is unable to secure sufficient title or interest for lands despite Developer's best faith effort, nothing shall prohibit Developer from exercising any and all rights available to it pursuant to Government Code section 66462.5 prior to the filing of any final or parcel map for which such off-site improvement was conditioned.

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 adopted the South Sacramento Habitat Conservation Plan ("SSHCP") in order to mitigate such impacts for public improvement projects and private development within the City. 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. The Project is within the boundaries of the SSHCP, and therefore, prior to issuance of the SSHCP Permit, Developer shall obtain and have all necessary permits (federal, state, regional, and/or local) to ensure compliance with the adopted SSHCP.

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 Special Planning Area 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 Developer 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 Development Fee, Community Renovation Fees, Community Places 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 Developer's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 11.4 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.

12.7. Non-compliance with Agreement; Hearing. Subject to Section 14 below, 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.

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 sixty (60) 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 sixty (60) 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 60-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within sixty (60) days, the 60-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 sixty (60) 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 sixty- (60) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one-hundred twenty (120) days after the first notice of default is given. 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 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 gross 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 21 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 reasonable legal fees and 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 22 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 (provided that such email shall be promptly followed by delivery of such notice by another method as provided herein).

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

CITY OF RANCHO CORDOVA
Community Development Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax: (916) 851-8714
E-mail: esparkman@cityofranchocordova.org

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

K. Hovnanian at Jaeger Ranch, LLC.
Attn: Mike Wyatt, Division President
3721 Douglas Boulevard, Suite 150
Roseville, CA 95661
Phone: 916-945-5500
Fax: 916-923-3467
E-mail: MWyatt@KHov.com

With a copy to:

K. Hovnanian Homes
Attn: Chad Fuller, Chief Legal Counsel
20830 N. Tatum Blvd., Suite 250
Phoenix, AZ 85050
Phone: 480-824-4200
Fax: 480-824-4201
E-mail: CFuller@KHov.com

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 and payable 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 H**. 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 H**, 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.

ATTACHMENT 4
Exhibit A to the Ordinance DRAFT

(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 as otherwise provided in this Development Agreement, including the automatic termination of this Development Agreement due to the expiration of the Term. 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 20 pages and 9 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. _____ adopted by the Council of the City on the ____ day of December, 2019, and has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Cyrus Abhar
Its: City Manager

Date: _____

"DEVELOPER"

K. HOVNANIAN AT JAEGER RANCH, LLC
a California Limited Liability Company

By: _____

Name: Michael P. Wyatt
Its: Region President

Date: _____

ATTEST:

Stacy Leitner, City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A:	Legal Description of the Property
Exhibit B:	Map of the Property
Exhibit C:	Infrastructure Phasing Plan
Exhibit D:	The Ranch Special Plan Area
Exhibit E:	Map of Park and Neighborhood Greens Land Dedications within Property
Exhibit F:	Map of Privately Maintained Facilities
Exhibit G:	Guiding Principles for Core Backbone Infrastructure
Exhibit H:	Form of Assignment
Exhibit I:	Affordable Housing Plan

ATTACHMENT 4
Exhibit A to the Ordinance

EXHIBIT A

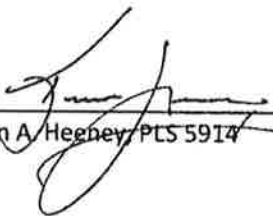
Legal Description of the Property

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

ALL THAT PORTION OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE, ALONG THE WEST LINE OF SAID SECTION, NORTH 0°19'30" WEST 4,358.66 FEET; THENCE NORTH 89°56'50" EAST 5,290.23 FEET TO A POINT ON THE EAST LINE OF SAID SECTION AND IN AN OLD FENCE; THENCE, ALONG SAID SECTION LINE AND SAID OLD FENCE SOUTH 0°30' EAST 4,358.74 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16, AND AN OLD FENCE CORNER; THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89°56'50" WEST 5,303.44 FEET TO THE POINT OF BEGINNING.

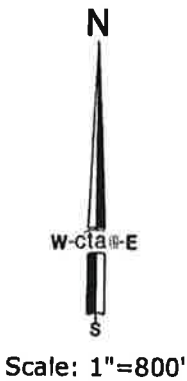
This description has been prepared by me from record information contained in that certain Grant Deed to K. Hovnanian at Jaeger Ranch, LLC, dated September 2, 2009 and recorded in Book 20090903, Page 0247, Official Records of Sacramento County.


Kevin A. Hegney, PLS 5914



11/14/2019
Date

EXHIBIT B
Map of the Property



CHRYSANTHY BLVD.

N89°56'50"E 5290.23'

N0°19'30"W 4358.66'

RANCHO CORDOVA PARKWAY

Sacramento County A.P.N.
067-0040-008

S0°30'00"E 4358.74'

POINT OF BEGINNING

17 16
20 21

S89°56'50"W 5303.44'

16 15
21 22

EXHIBIT C

NOTES:

1. Chrysanthy Boulevard (generally from Rancho Cordova Parkway to the eastern Special Planning Area boundary) and Rancho Cordova Parkway (generally north of Chrysanthy), including but not limited to sidewalks, landscaping, mid-block ped push buttons, and signal at the intersection of Rancho Cordova Parkway and Chrysanthy Boulevard shall be substantially complete within the limits shown on the phasing plan prior to issuance of the first building permit within the Special Planning Area (SPA) excluding model homes and clubhouse complex, and complete to the satisfaction of the Public Works Department prior to the first occupancy within the SPA.
2. Rancho Cordova Parkway including but not limited to sidewalks, landscaping, signals and ped push buttons, shall be substantially complete to the satisfaction of the Public Works Department within the limits shown on the phasing plan (generally from Chrysanthy Boulevard to the southern SPA boundary) prior to issuance of more than 1,184 (EDU) building permits within the SPA excluding model homes and clubhouse.
3. Signal B (located on Chrysanthy Boulevard approximately 1000-feet east of Rancho Cordova Parkway) and Signal C (located on Chrysanthy Boulevard at the main entrance to the active adult community) shall be substantially complete to the satisfaction of the Public Works Department prior to issuance of more than 1,184 (EDU) building permits within the SPA excluding model homes.
4. City open space areas shall be completed to the satisfaction of the Public Works Department prior to the first occupancy within the phase they are contained in. Trails shall not be constructed without a logical terminus. Trails shall be constructed to connect to the overall bicycle network, generally connecting to Chrysanthy or Rancho Cordova Parkway.
5. A continuous class 1 bicycle/pedestrian Trail Connection from Chrysanthy to Canyonlands Drive through powderline corridor shall be complete to the satisfaction of the Public Works Department prior to the first occupancy permit within phases 3D, or 3C.
6. Project frontage of the North Campus Road shall be substantially complete to the satisfaction of the City prior to issuance of more than 1,200 EDU building permits excluding model homes and clubhouse within the SPA. If construction of the road would not provide public benefit of a connected road to Americas Blvd or Rancho Cordova Parkway at the required time of construction, and with prior approval from the Public Works Department, developer may elect to make a cash payment to the City for its forgoite obligations (in-lieu of construction in an amount of engineer's estimate for said frontage including reasonable design and administrative costs).
7. If the commercial parcel is developed prior to Ranch to Cordova Parkway widening, the commercial parcel developer shall improve its Rancho Cordova Parkway frontage along its boundaries, prior to occupancy.
8. Reference Development Agreement Exhibit G for additional information regarding creditable items per the transportation development impact fee program or Park Renovation program.
9. The basins identified in column A below, plus amenities shall be substantially complete prior to issuance of the first SFR building permit within phases identified in column B, or other area that drains to the basin and necessitates construction. The basin and associated amenities shall be complete to the satisfaction of the Public Works Department prior to the first occupancy within these phases.

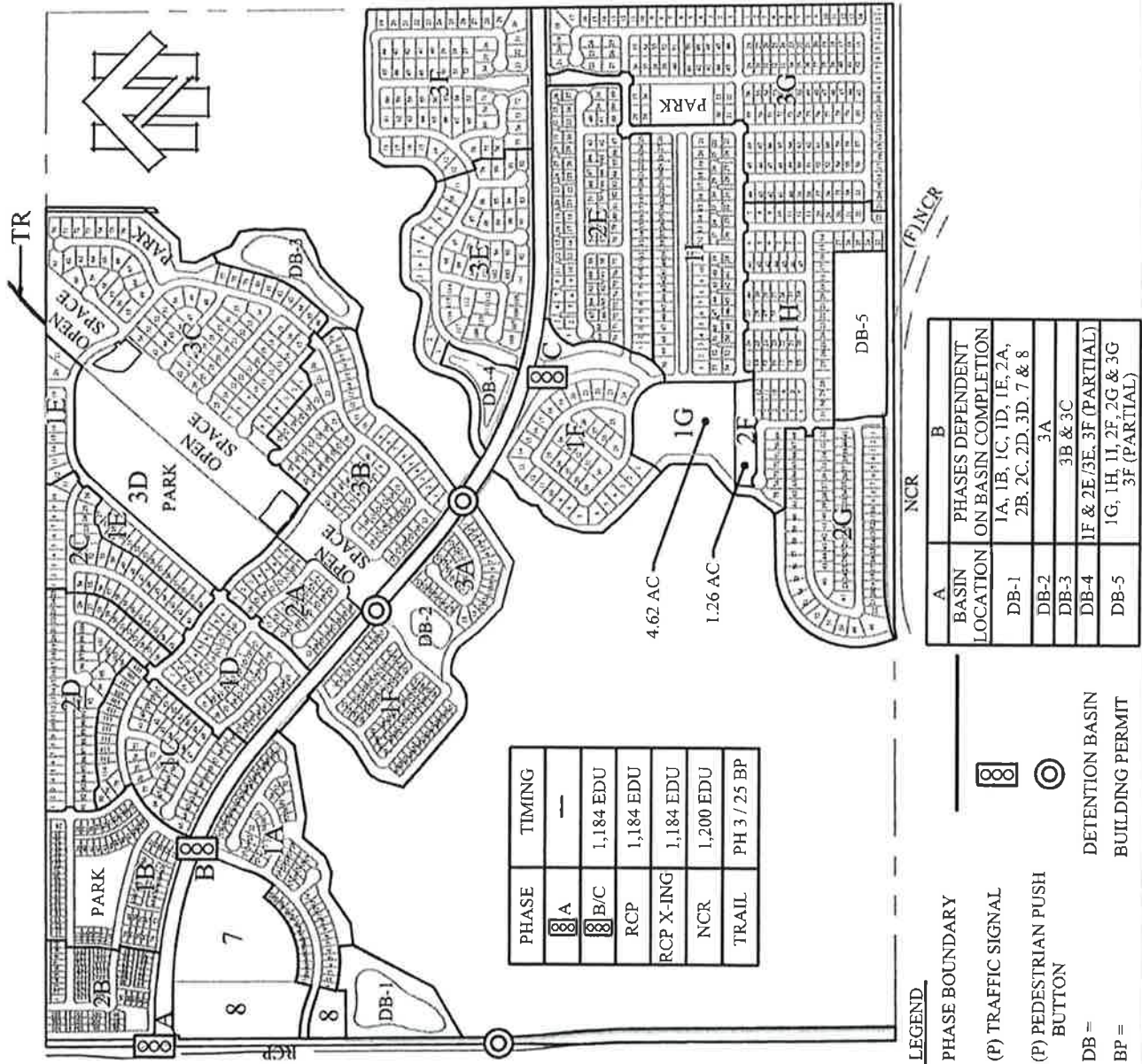


EXHIBIT D
The Ranch Special
Planning Area

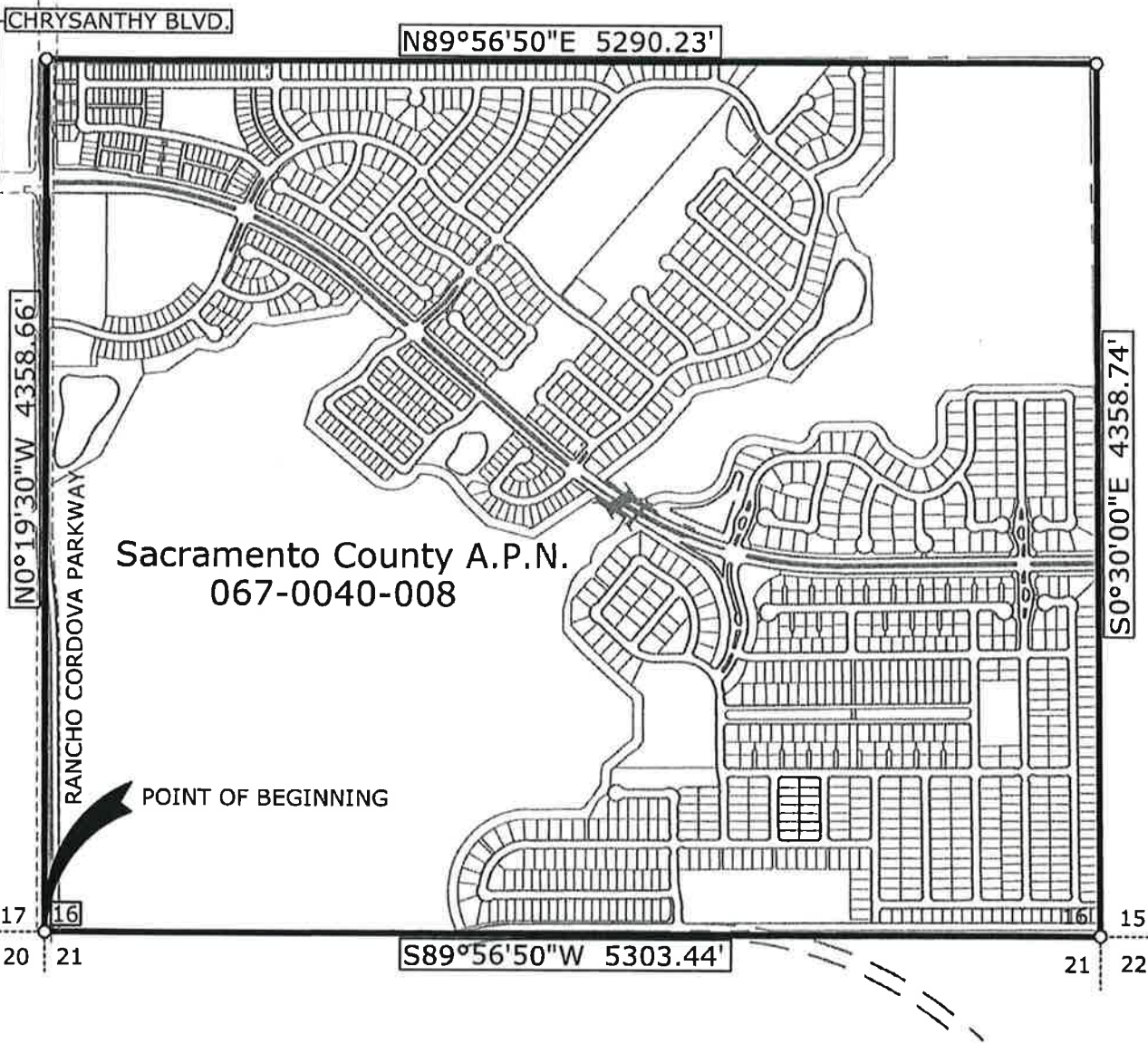


EXHIBIT E
PARK AND NEIGHBORHOOD GREENS
LAND DEDICATION

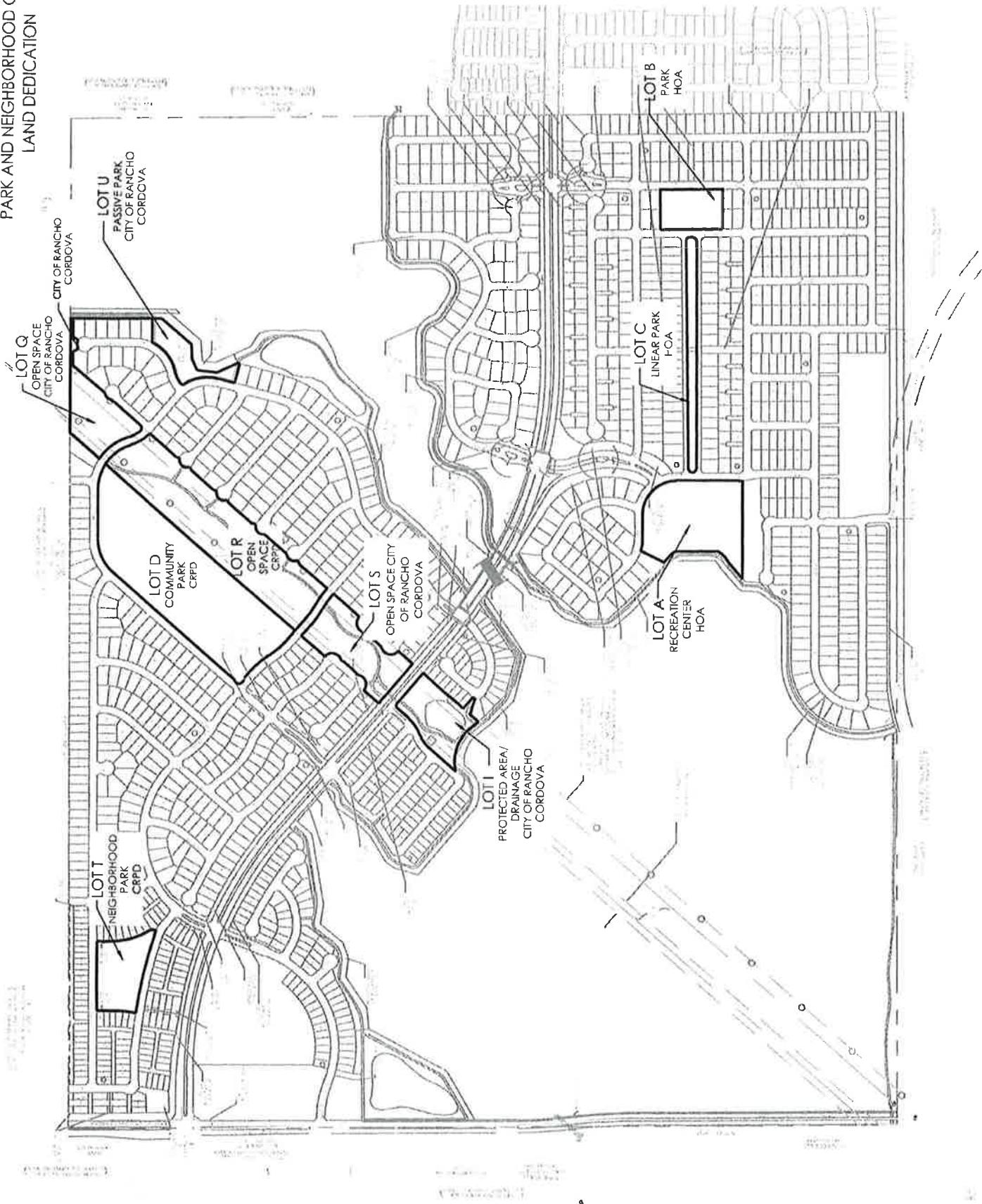


EXHIBIT F
PRIVATELY MAINTAINED FACILITIES

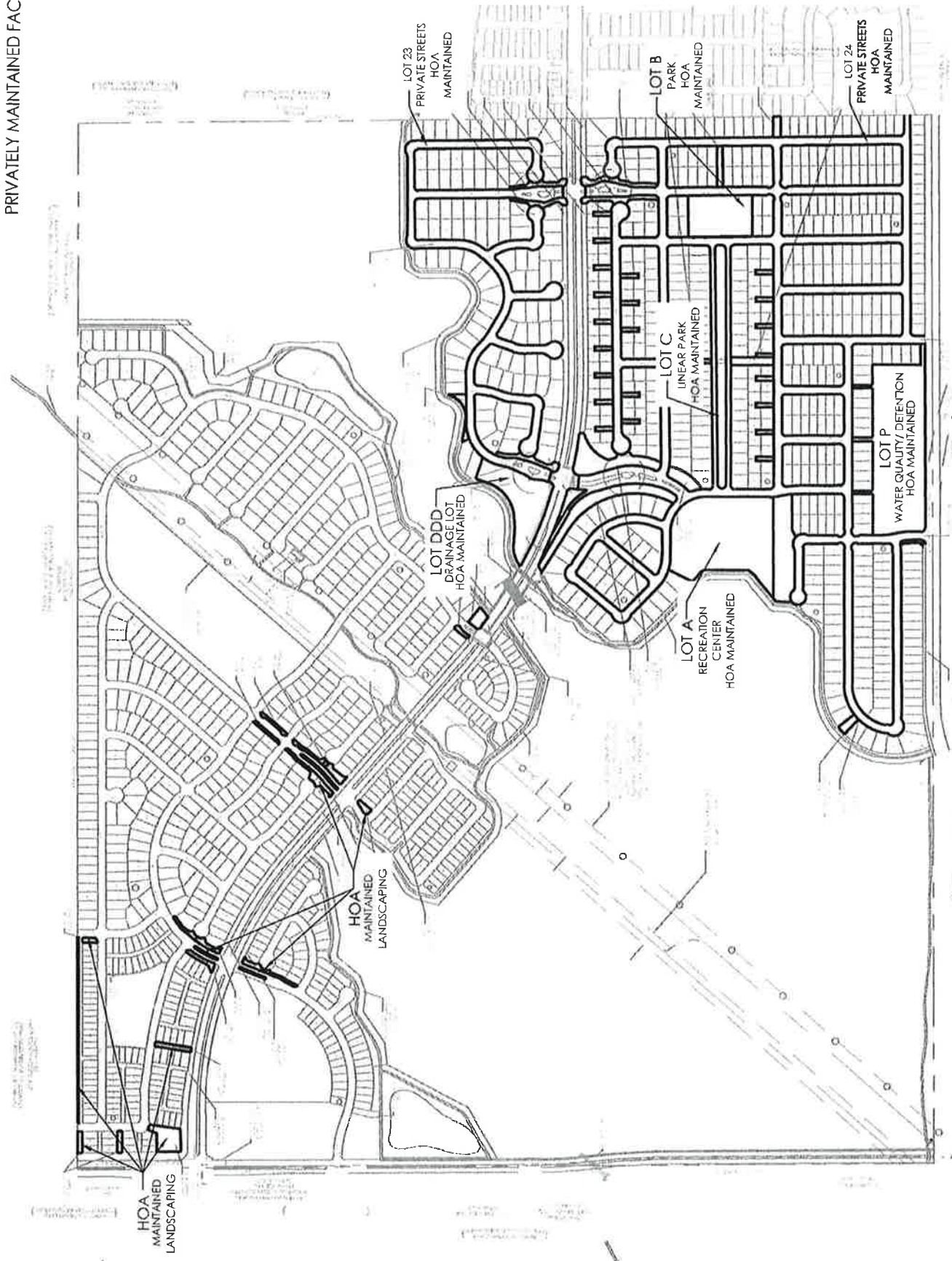


EXHIBIT G
The Ranch Special Planning Area
Guiding Principles for Funding Backbone Infrastructure

Core Backbone Infrastructure

The City has identified the following core backbone infrastructure improvements as necessary to support the next 10,000 residential units EDUs in the new development area east of Sunrise Blvd. The estimated costs of these improvements are approximately \$150 million. A dedicated revenue stream in the form of a set aside from the development impact fee is intended to partially fund the core improvements.

- Zinfandel Complex Improvements
- Sunrise Boulevard Widening from Kiefer Blvd. to Jackson Hwy including intersection improvements at Jackson Hwy
- White Rock Road Widening from Sunrise Blvd. to Rancho Cordova Pkwy including intersection improvements
- Rancho Cordova Parkway Interchange and Rancho Cordova Parkway Extension to White Rock Road
- Douglas Road Widening from Sunrise Blvd. to Zinfandel Drive including bridge widening over the Folsom South Canal and completion of intersection improvements at Sunrise Blvd.

Transportation Development Impact Fee (TDIF) Rates

The current TDIF rates applicable to The Ranch Special Planning Area are as follows:

Single Family Dwelling, Market Rate	\$17,311.50
Single Family Dwelling, Age Restricted	\$ 7,830.52
Multifamily, Age Restricted	\$ 4,272.04

These rates shall increase effective January 1, 2020 pursuant to the inflationary adjustment methodology described in the Nexus Study for the TDIF.

Infrastructure Funding Approach for Core Backbone

For development within The Ranch Special Planning Area (TRSPA), a portion of the City's Transportation Development Impact Fee (TDIF) on residential units will be set aside to establish a dedicated revenue source to help fund the core backbone road improvements. The set aside amount is \$9,000 per residential EDU and does not apply to nonresidential development. Commencing the January after the Special Planning Area is adopted, the TDIF set-aside amount of \$9,000 will be adjusted annually using the same annual inflation rate as the TDIF. Single-family uses are assigned 1 EDU per unit and Multifamily land uses are assigned EDUs based on their relative impact compared to a single-family unit. Therefore, the multifamily EDU factor will be less than a single-family unit. Additionally, the EDUs for active adult products will be reduced by the methodology established in the Development Agreement.

If applied uniformly to the next 10,000 residential EDUs in the new development area, the set aside fund would generate approximately \$90 million (today's dollars) to spend towards the major core infrastructure. If new development in the TRSPA builds any core backbone infrastructure, the core backbone infrastructure improvements will be creditable against the TDIF.

The City will maintain flexibility and full discretion on the prioritization, timing, and phasing of the improvements and to modify the list of backbone improvements to substitute or add other improvements that are identified to meet level of service requirements or to improve traffic circulation in the City. Such

TDIF/Cash Flow Analysis

modifications shall not increase the set aside amount. The City also has full discretion to utilize the monies generated to leverage funding opportunities for transportation improvements.

Developer Construction of Core Backbone Improvements

Any associated TRSPA construction requirements for Core Backbone Road Infrastructure would be eligible for credits or reimbursement from the set-aside portion of the TDIF and/or the remaining TDIF obligation. Core Backbone Road Improvement construction requirements would be eligible for credits against the TDIF to the extent that such credits are available, based on the applicable TDIF obligation otherwise payable by the development requiring the construction of credit-generating improvements. If credits exceed the corresponding fee obligation (i.e., if the improvement cost exceed the amount of credits that can be applied against the applicable fee obligation), the constructing entity then would be eligible for reimbursement from the TDIF.

Developer Backbone Infrastructure

City has agreed that the following Developer obligations are fee creditable against the TDIF and shall be creditable towards the set-aside to the extent the improvements are eligible for credits in the TDIF:

1. Construction of center travel lanes and median landscaping on Chrysanthy Boulevard
2. Widening and signal improvements at the intersection of Rancho Cordova Parkway/Chrysanthy Boulevard
3. Construction of median travel lane and median landscaping on Rancho Cordova Parkway
4. Construction of a traffic signal at Street K/Street V and Chrysanthy Boulevard in the amount of \$400,000 in 2019 dollars.

The fee credits generated from Items 1 and 2 shall be applied uniformly to single family detached homes at building permits in Phases 1 and 2, as depicted in Exhibit C, Infrastructure Phasing Plan. The fee credits generated from Items 3 and 4 shall be applied uniformly to single family detached homes at building permits in Phase 3, as depicted in Exhibit C.

Developer and City agree that Developer has an obligation to construct a traffic signal at the entrance to the age-restricted community. Such signal serves only the TRSPA development and therefore does not have status in the TDIF program, is not eligible for any credits, and shall be constructed at developers cost.

Developer Construction of Other TDIF Improvements

Fee Program eligible improvements that a developer may be required to construct through the phasing plan for the project will be fully creditable towards the remaining portion of the TDIF after the set aside has been allocated for the core backbone infrastructure. To the extent that improvement costs exceed available credits, the developer will be eligible for reimbursements from the remaining portion of future TDIF revenues.

Administration

The initial set aside of \$9,000 per residential EDU is being established as of January 2019 and would inflate at the same inflation rate and methodology as the Transportation Development Impact Fee (TDIF), commencing upon adoption of the TRSPA. The City will be responsible for managing the set aside funding and delivering the core backbone infrastructure improvements. Administration of the TDIF set aside will be funded from the administration component of the TDIF. The TDIF set aside will not have an additional administration charge.

The set aside will automatically sunset when full funding for the Rancho Cordova Parkway/Highway 50 interchange or an alternative approved by the City has been secured.

TDIF/Cash Flow Analysis

EXHIBIT H

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

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO _____

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20__, by and between K. Hovnanian at Jaeger Ranch, LLC, a California limited liability company (hereinafter "Developer"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 20__, the City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and K. Hovnanian at Jaeger Ranch, LLC "The Ranch" (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 20__, as Instrument No. 20__-_____.

ATTACHMENT 4
Exhibit A to the Ordinance

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

ATTACHMENT 4
Exhibit A to the Ordinance

The Notice Address described in Section 24 of the Development Agreement
for the Assignee with respect to the Assigned Parcel shall be:

Attn: _____

[Signatures follow on next page]

ATTACHMENT 4
Exhibit A to the Ordinance

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

DEVELOPER:

ASSIGNEE:

K. HOVNANIAN AT JAEGER RANCH,
LLC,
a California limited liability company

_____ ,
a

By:

By:

Print

Name: _____

Print

Name: _____

Title:

Title:

Exhibit I

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN AGREEMENT
FOR THE RANCH PROJECT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA, AND
K. HOVNANIAN AT JAEGER RANCH, LLC**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and K. HOVNANIAN AT JAEGER RANCH, LLC, a California limited liability company ("Landowner"), as of _____, 2019 (the "Effective Date"). City and Landowner are hereinafter sometimes collectively referred to as the Parties. This AHP shall be binding on Landowner and on any and all of Landowner's successors and assigns developing the real property described in Exhibit 1 and depicted in Exhibit 2 hereto and incorporated herein (the "Property") within the The Ranch Special Planning Area.

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following priorities related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the

responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, the City of Rancho Cordova Housing Element, adopted December 16, 2013 by City Council Resolution No. 119-2013 ("Housing Element") states that all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development; and

WHEREAS, Policy H.1.5 of the Housing Element states that "[d]evelopers of new residential projects within the newly developing areas of the city (generally in the large, vacant areas south of Highways 50) shall prepare an Affordable Housing Plan for the project for City review and approval that identifies the project's plan for providing affordable housing;" and

WHEREAS, Housing Element Action H.1.5.1 provides that the Affordable Housing Plan ("AHP") "shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement," and "[i]n order to ensure the production and preservation of housing affordable to the City's workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...;" and

WHEREAS, on September 20, 2012, the Sacramento Area Council of Governments' ("SACOG") Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan ("RHNP"). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation ("RHNA"). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, localities are required to update their housing elements to plan to accommodate their entire RHNA share by income category; and

WHEREAS, the City has received its allocation from SACOG of the projected share of the Region's total growth within the City, including both a projected allocation of total housing units and a distribution of this projected growth by family incomes categories; and

WHEREAS, the City intends to meet Housing Element Policies H.1.5, H.1.5.1 and the requirements of state law by demonstrating that it is providing sufficient zoning

capacity to accommodate a portion of the RHNA for housing available to a variety of income categories within The Ranch Special Planning Area; and

WHEREAS, based on the foregoing requirements, this AHP is comprised of two major components: the Property's fair share of the RHNA allocation and Affordable Housing Performance; and

WHEREAS, the City Council supports and has determined that an Affordable Housing In Lieu Fee (as defined below) per Market Rate Unit (as defined below) and per Active Adult Unit (as defined below) in The Ranch Special Planning Area will, when combined with the City's non-residential linkage fees as set forth in Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89, State and federal tax credits, and other state, federal and local grant and loan program funds, result in sufficient funds for City, or another third party, to develop within the City approximately six percent (6%) of new residential development as affordable rental units and one percent (1%) as affordable for-sale units; and

WHEREAS, in preparing this AHP, the City and Landowner considered economic, environmental, and fiscal factors and community goals set forth in the general plan; and

WHEREAS, Landowner has agreed to meet the affordable housing obligations as identified in this AHP. This AHP fully satisfies Landowner's obligations pursuant to Housing Element Policy H.1.5 and all action items related thereto; and

WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within The Ranch Special Planning Area. Any violation of Landowner of the terms of this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with enforcement action as further set forth in this Agreement.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to the following AHP:

DEFINITIONS

All capitalized terms used in this Agreement shall have the meaning set forth in this Section, unless otherwise defined in this Agreement. Any capitalized terms not defined herein shall have the meaning set forth in the Development Agreement ("DA") by and between Landowner and the City adopted by the City by Ordinance

No. _____, on _____;

"AAU" or "Active Adult Units" shall mean those age restricted units approved for residential development within The Ranch Special Planning Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

"AHP" shall mean this Affordable Housing Plan Agreement, entered into between the City and Landowner and approved by Resolution No. _____, on _____.

"Affordable Housing In Lieu Fee" is the fee payable pursuant to this AHP, in the amount of Four Thousand Eight Hundred Dollars (\$4,800) per MRU and Three Thousand Eight Hundred Eight Dollars (\$3,808) per AAU, and as may be adjusted as allowed by Section 2.2 of this AHP.

"Affordable Units" shall mean those units (whether single family or multi-family and regardless of density) designated by the City to be affordable under the provision of Section 4 of this AHP (and which are subject to a regulatory agreement as specified in that Section), with income levels calculated pursuant to regulations issued by the California Department of Housing and Community Development ("HCD") (with specific application to Sacramento County), and as may be adjusted from time to time by HCD based upon size of household, regional cost of living and other relevant factors. Subject to the regulations issued by HCD, City may designate Affordable Units as those units available to families with incomes ranging from zero to 120% of median family income.

"HD" shall refer to the acreage designated in The Ranch Special Planning Area for development at or above an average density of 26 units per acre.

"MRU" or "Market Rate units" shall mean those units approved for residential development (whether single family or multi-family, and regardless of density) within The Ranch Special Planning Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

"The Ranch Special Planning Area" shall mean the entire property included within The Ranch Special Plan, approved by the City on _____, by Ordinance No. _____.

"RHNA Acreage" shall mean those sites identified on Exhibit 3 to this AHP, which are designated in The Ranch Special Planning Area for high-density development at no less than 26 units per acre.

AGREEMENT

1. **Property Subject to this Affordable Housing Plan.** Landowner owns fee title to the Property. This AHP shall apply to, and be recorded on, the Property.
2. **Payment of Affordable Housing In Lieu Fee.** The Affordable Housing In Lieu Fee shall be paid on all MRU and AAU (both single family and multi-family). The Affordable Housing in Lieu Fee shall be due and payable at the time a building permit is issued for the unit or multi-family structure.
 - 2.1. **Exemptions.** No Affordable Housing In Lieu Fee shall be required to be paid for any Affordable Units developed on the Property or by any development or structure subject to a non-residential building permit. Any development or structure subject to a non-residential building permit shall pay the housing trust development impact fee established pursuant to Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89.
 - 2.2. **Increases to Affordable Housing In Lieu Fee.** The Affordable Housing In Lieu Fee required under this AHP shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index published in Engineering News Records (ENR), averaged with the ENR's index of the City of San Francisco between October and October of each year.
3. **Regional Housing Needs Allocation for The Ranch Special Planning Area.** Based on the RHNA, City has designated 7.14 acres within The Ranch Special Planning Area for high density development, and City has identified the RHNA Acreage as the property identified on Exhibit 3 to this AHP. Landowner has no obligation to develop or cause the development of Affordable Units on the RHNA Acreage. However, unless otherwise approved by the City, any development of that portion of the RHNA Acreage within the Property as, if, and when the same occurs, shall be consistent with RHNA requirements as identified by the Housing Element (in effect as of the date of this AHP), and shall be at a minimum density of 26 dwelling units per acre, subject to the following provisions:
 - 3.1. **No Net Loss.** California Government Code Section 65584 requires all development on RHNA qualifying acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to contribute to the required RHNA performance, development on the RHNA Acreage following findings in writing

supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element, and (2) the remaining sites identified in the Housing Elements are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65863. The City will accept an average of 26 units per acre on RHNA Acreage being developed concurrently by the same owner.

- 3.2. **Review of RHNA Acreage.** The Parties acknowledge that SACOG will review, from time to time, the RHNA for the City. The SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining projected RHNA requirements for The Ranch Special Planning Area. However, no such future adjustment by SACOG in the allocation of RHNA units to the City shall result in an increase to the RHNA Acreage as described herein. There may be changes in market conditions and demand which results in amendments to policy and statute. In order to be more responsive to future conditions in The Ranch Special Planning Area, upon receipt by City of a written request from Landowner for reconsideration of the allocation of RHNA Acreage, the City will consider whether RHNA Acreage is still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584.
4. **Affordable Housing Performance Requirements.** Landowner has identified the location and acreage of one (1) site (the "Identified Site"), as shown in Exhibit 4 attached hereto, that may be suitable for the construction of Affordable Units by third parties. Landowner will dedicate to City for compensation as set forth below, the Identified Site as follows:
- 4.1. **Identified Site for Affordable Units.**
- 4.1.1. **Total Acreage.** The Identified Site within the Property will result in 7.14 acres of HD to be dedicated by Landowner to the City. The Identified Site is depicted on Exhibit 4.
- 4.1.2. **Timing and Manner of Acquisition.** Landowner shall dedicate to the City the Identified Site no later than one hundred eighty (180) days after the completion of the frontage improvements and utility stubs for the Identified Site. The frontage improvements and utility stubs for the Identified Site shall be constructed with the first phase of the Chrysanthy road construction.
- 4.1.3. **Compensation to Landowner.** Landowner shall be paid an amount equal to Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) for the dedication to the City of the Identified Site through the application of credits to any exactions owed on remaining undeveloped units within The Ranch Special Planning Area. City and Landowner will enter into an

appropriate agreement memorializing the application of the credits prior to the dedication of the Identified Site to the City.

4.1.4. **Obligations of Landowner with Respect to Improvements for Identified Site.** City acknowledges and agrees that Landowner is not required to construct Affordable Units on the Identified Site. City further acknowledges and agrees that Landowner shall only be required to construct frontage improvements and utility stubs for the Identified Site.

4.1.5. **Construction of Affordable Units on the Identified Site.** City shall consult with Landowner on the selection of a third party who will construct Affordable Units on the Identified Site. The design, landscaping, materials, and all other pertinent development standards contained in The Ranch Special Plan Development standards and Design Guidelines (and any and all amendments thereto) shall apply to the construction of the Affordable Units.

4.2. **Other Options for Meeting Obligations Under the AHP.** The Parties acknowledge that as the Property develops and market conditions evolve, new solutions for meeting affordable housing obligations may arise and merit consideration. Pursuant to Section 5.2 below, the Parties may cooperate to amend this AHP to accommodate such additional options.

5. Term, Amendment and Termination.

5.1. **Term.** The term of this AHP shall extend and be equal to the term of the DA, but the requirements applicable to any MRU and AAU shall terminate as to the entire Property when all Affordable Housing In Lieu Fees required by this Agreement for the Property have been paid and Landowner has fully complied with the requirements of Section 4. Notwithstanding anything to the contrary in this AHP, the encumbrance of this AHP shall terminate and be of no further force and effect with respect to any completed residence, upon the sale of such residence to a member of the general public. In such events, such portions of the Property shall be deemed automatically released from the encumbrance of this AHP, without signing or recording any instrument of release.

5.2. **Amendment by Mutual Consent.** This AHP may be amended in writing from time to time by mutual consent of the City and Landowner.

- 5.3. **Termination.** This AHP may be canceled in whole or in part only by mutual consent of the City and Landowner or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.
6. **Breach.** This AHP is implemented as a condition of approval for consistency with the City's Housing Element. Any material violation by Landowner of the requirements under this AHP shall be considered a violation of a condition of approval, and City may invoke remedies appropriate to a violation of a condition of approval, including the withholding of building permits until such violation has been cured. The procedures regarding defaults and opportunity to cure set forth in the Development Agreement (Ordinance number _____, Sections 14 and 14.1 through 14.1.4, inclusive) shall apply to any alleged violation of the terms of this AHP.
7. **Severability.** If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive Landowner of an essential benefit of this AHP, then Landowner will have the option to terminate this entire Agreement upon written notice to City. If City contends that it has been deprived of an essential benefit of this AHP, then City shall notify Landowner and the Parties will meet and confer to evaluate whether the remainder of the Agreement should be valid and enforceable.
8. **Applicable Law.** California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.
9. **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 AHP 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.
10. **Agreement Runs With The Land.** Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP 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. Except as otherwise provided in Section 5.1 of this AHP, each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

11. **Indemnification.** Landowner agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Landowner 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.
12. **Cooperation In The Event of Legal Challenge to This AHP.** 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 AHP:
 - 12.1. The City and Landowner agree to reasonably cooperate in defending against the action or proceeding.
 - 12.2. Landowner is solely responsible for its own costs and any costs incurred by the City for such defense.
 - 12.3. Neither Landowner nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

13. **Third Party Beneficiaries.** This AHP is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns. No other person shall have any right of action based upon any provision in this AHP.
14. **Notices.** All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

City of Rancho Cordova
Community Development Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax: (916) 851-8762
E-mail: esparkman@cityofranhocordova.org

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

Landowner

Attn: _____

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.

15. **Assignment And Release.** From and after recordation of this AHP against the Property, Landowner shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that: (1) Landowner has paid City any and all fees or amounts that City has reasonably determined to be due and owing to City arising out of this AHP for processing of any entitlements for the Property, or the development of the portion of the Property to be assigned due and owing as of the date of such assignment, and (2) upon the receipt by the City Community Development Director of the express written assignment by Landowner and assumption by the assignee of such

assignment in the form reasonably approved by the City. Upon the payment of such fees or amounts due and owing (which shall be acknowledged on the assignment by the City Community Development Director upon the request of Landowner) and the City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

16. **Form Of Agreement; Recordation; Exhibits.** City will record this AHP and any subsequent amendment to this AHP, with the County Recorder within thirty (30) days of the Effective Date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP 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 AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of 13 pages and 4 exhibits, which constitute the entire understanding and agreement of the parties.
17. **Housing Trust Development Impact Fee.** Nothing in this AHP shall be construed to limit the application of the Housing Trust Development Impact Fee, a current city-wide non-residential affordable housing fee.
18. **Recitals.** The Recitals set forth above are an integral part of this Agreement and shall have the same contractual and legal significance as any other language in this Agreement.

[signatures on following page]

ATTACHMENT 4
Exhibit A to the Ordinance

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. ____-201_, adopted by the Council of the City on this ____ day of _____ 201_, and Landowner has caused this AHP to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Cyrus Abhar

Its: City Manager

Date: _____, 201_

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

"LANDOWNER"

K HOVNANIAN AT JAEGER RANCH, LLC,
a California Limited Liability Company

By:

Name:

Title:

Date: _____, 201_

EXHIBIT LIST

- | | |
|------------|---|
| Exhibit 1: | Landowner's Property- legal Description |
| Exhibit 2: | Landowner's Property- Map |
| Exhibit 3: | RHNA Acreage |
| Exhibit 4: | Identified Site |

EXHIBIT 1

Order No. 404-8829

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF RANCHO CORDOVA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 0 DEGREES 19 MINUTES 30 SECONDS WEST 4,358.66 FEET; THENCE NORTH 39 DEGREES 56 MINUTES 50 SECONDS EAST 5,290.23 FEET TO A POINT ON THE EAST LINE OF SAID SECTION AND IN AN OLD FENCE, THENCE ALONG SAID SECTION LINE AND SAID OLD FENCE SOUTH 0 DEGREES 30 MINUTES EAST 4,358.74 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16, AND AN OLD FENCE CORNER; THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 5,303.44 FEET TO THE POINT OF BEGINNING.

A.P.N. 067-0040-008

ATTACHMENT 4 Exhibit A to the Ordinance

DISCLAIMER: PRELIMINARY PLANS ARE FOR THE PRELIMINARY PURPOSES ONLY AND DO NOT INDICATE EXISTING UTILITIES OR A FIELD SURVEY OF THE COUNTY OF SACRAMENTO. ATTORNEY AND RESPONSIBILITY AREAS FROM USE OF THIS INFORMATION.

EXHIBIT 2 POR. T.8N., R.7E., M.D.B.& M.

67-04

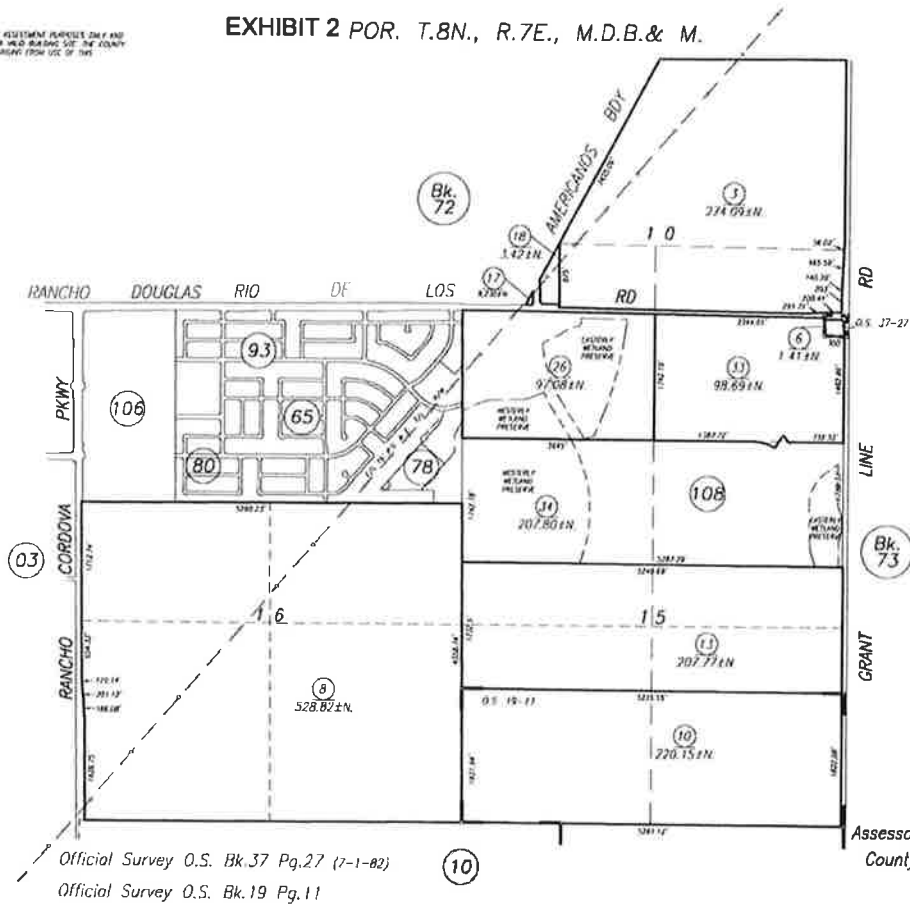
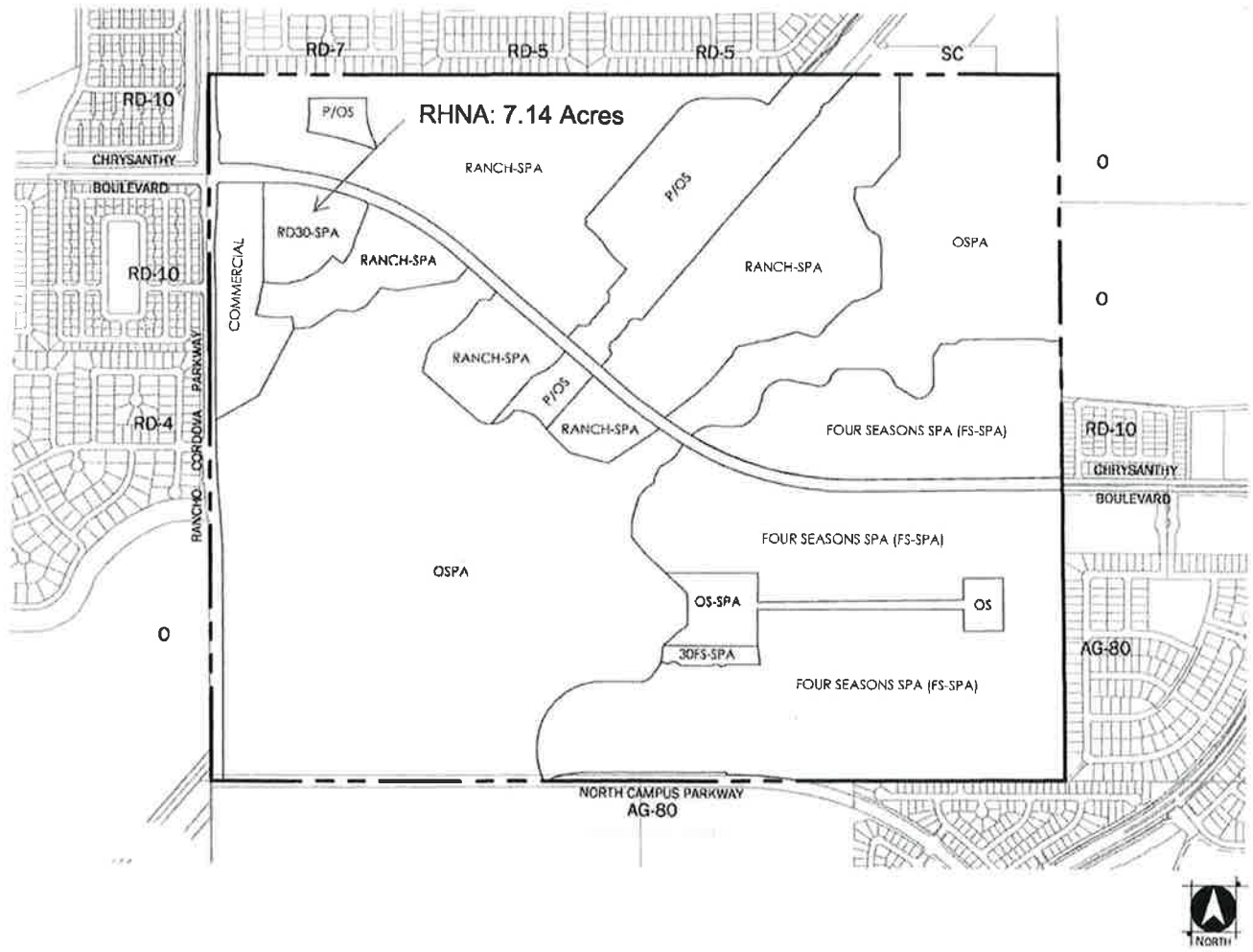
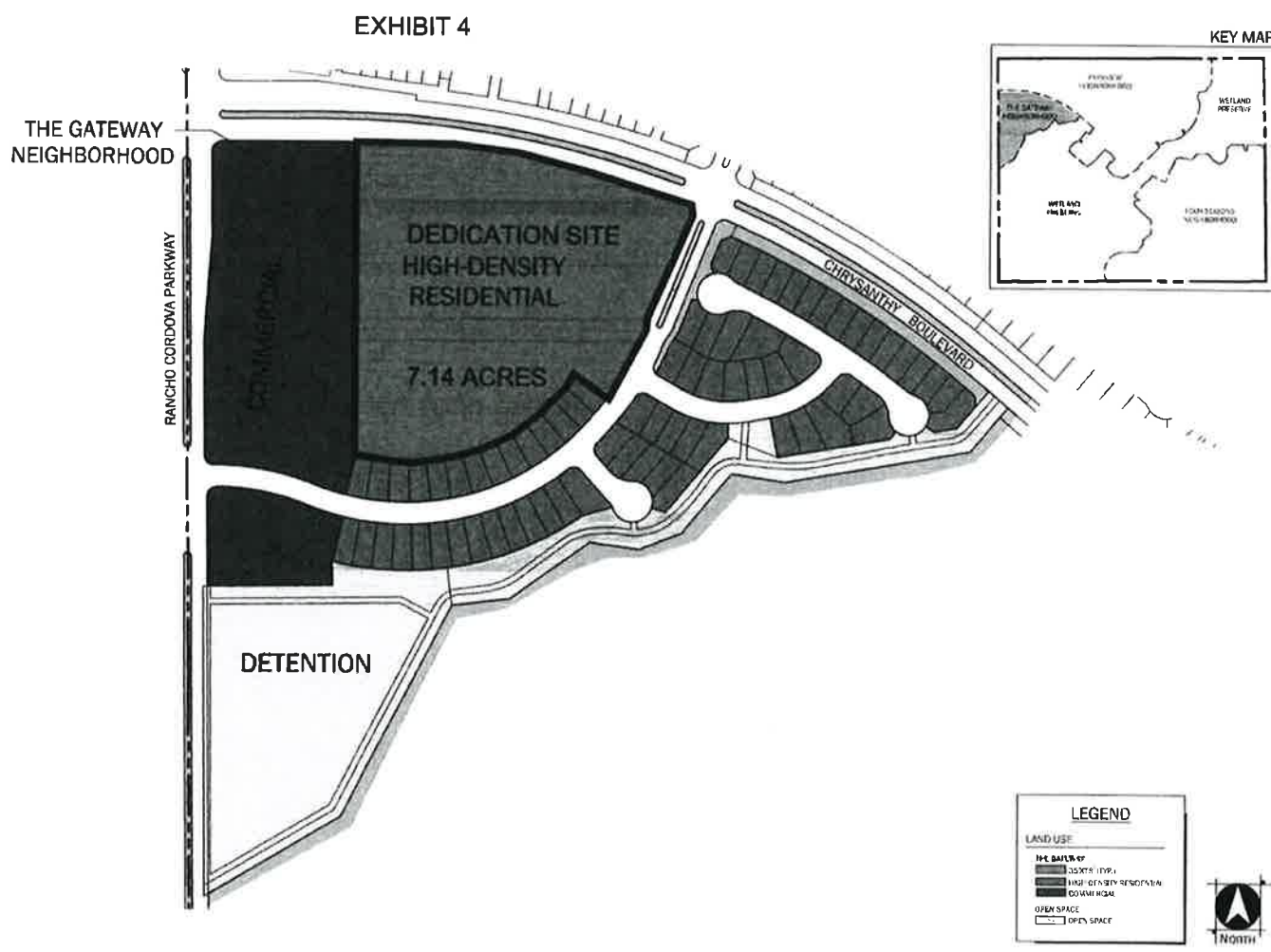


EXHIBIT 3



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ATTACHMENT 4
Exhibit A to the Ordinance



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MEMORANDUM



DATE: January 21, 2020
TO: Honorable Mayor and Council Members
FROM: Kim Juran, Administrative Services Director
SUBJECT: **TECHNOLOGY INITIATIVES UPDATE**

RECOMMENDATION

Receive Technology Initiatives Update.

RESULT OF RECOMMENDED ACTION

This presentation is for informational purposes only.

BACKGROUND

The City has a number of technology projects currently underway. The purpose of this presentation is to update the City Council and members of the public on the status of these technology initiatives. In addition, staff will present a demonstration of the City's new Customer Service portal that will enable online application and payment of several different City processes. The first phase of this project, which is slated to go live on March 2, 2020, will enable online application and payment of business licenses, rental housing licenses, and animal licenses. The second phase of the project, which will go live in early 2021, will allow for online building permit application and payment.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. City Council_1-21-2020_Technology Initiatives Update

Technology Initiatives Update

January 21st, 2020



Technology Initiatives Currently Underway

- ✓ Civic Clerk Agenda Management
- ✓ OnBase / Document Management
- ✓ Financials/Enterprise Resource Planning
- ✓ OpenGov Budget System
- ✓ EnerGov Land Management System

EnerGov – Citizen Self-Service (CSS) Portal



Good Afternoon, [Jessica Crone](#) 

[Dashboard](#) [Home](#) [Apply](#) [Map](#) [Pay Invoices](#) [Search](#) [Calendar](#)

City of Rancho Cordova's Customer Portal goes LIVE March 2, 2020

Welcome to Rancho Cordova's Citizen Self Service Portal



My Account

Click here to access your account information.



Apply

This tool can be used to apply for a permit, plan or license.



Pay Invoice

Use this tool to pay for individual invoices.



Contact Us

City Directory



Map

Explore the map to see the activity occurring in your neighborhood.



Calendar

Click here to find out about certain events like holidays and public hearings.

EnerGov – Citizen Self-Service (CSS) Portal



Good Afternoon, [Guest](#)

[Home](#) [Apply](#) [Map](#) [Pay Invoices](#) [Search](#) [Calendar](#)

Application Assistant

Search for application names and keywords

All

Trending

LICENSE

PERMITS

PLANS

Show Categories

Employee Permit

Category Name:
Employee Permit

Description:
Employee Permit is based on a character review of the employees of certain business types (taxi drivers, card dealers, ice cream vendors, massage therapists, etc.). The permit is approved by the Police Department & may take up to 90 days for approval. Additional fingerprinting fees are charged to the applicant by the Rancho Cordova Police Department.

Apply

Fireworks Stand

Category Name:
Fireworks

Description:
Fireworks Stand License. Applications shall be received & filed with the finance director no earlier than March 1st, nor later than the second Tuesday in April of each year. Each stand location requires a separate license application & payment.

Apply

General Business

Category Name:
General Business License

Description:
General Business Licenses are issued based on compliance with Zoning Code Requirements.

Apply

General Business with Tobacco

Category Name:
General Business License

Description:
General Business with Tobacco

Apply

Home Based Business

Category Name:
General Business License

Description:
Home Based Business

Apply

THANK YOU

QUESTIONS?

MEMORANDUM



DATE: January 21, 2020

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Chris Pittman, Chief of Police
Byron Tang, Associate Civil Engineer
Jeff Schelldorf, Assistant Chief

SUBJECT: **EVALUATION OF SPEED LIMITS IN SCHOOL ZONES**

RECOMMENDATION

Receive staff presentation summarizing options for reduced speed limits on roads adjacent to schools.

RESULT OF RECOMMENDED ACTION

Staff will proceed based on Council direction which could include maintaining or reducing existing 25 mile per hour speed limits.

BACKGROUND

City Council directed City staff to evaluate the potential benefits and challenges associated with implementing reduced school zone speed limits in Rancho Cordova.

Staff has researched options and will provide information and recommendation to City Council. Staff will proceed with next steps based on Council direction.

FISCAL IMPACT AND FUNDING SOURCE

Fiscal impact will vary based on direction provided by City Council and could include additional staff time and materials.

ATTACHMENT(S)

None

MEMORANDUM



DATE: January 21, 2020
TO: Honorable Mayor and Council Members
FROM: Stacy Delaney, Community Enhancement Analyst
SUBJECT: **COMMUNITY ENHANCEMENT FUND UPDATE INCLUDING FINANCIAL RECAP AND PROJECT UPDATES.**

RECOMMENDATION

Receive financial updates, review fiscal year 2020/2021 grant timeline, and provide direction on some Community Enhancement Fund projects.

RESULT OF RECOMMENDED ACTION

Staff will provide Council with updates on the Community Enhancement Fund revenues and broad expenditures plan, future sales tax projections, the Measure H/Community Enhancement Fund Citizen Oversight Board, Arts Stakeholders Advisory Group, and the fiscal year 2020/2021 grant timeline. Staff will also inform Council on the current status of funded projects, request Council direction on projects that need further guidance and potential changes to funding allocation.

BACKGROUND

In November 2014, Rancho Cordova voters approved a ½-cent local sales tax, referred to as the Community Enhancement Fund. The sales tax went into effect on April 1, 2015 and generates about eight to nine million annually in revenues for the City's General Fund. The City began receiving the Community Enhancement Funds in June 2015.

The City Council approved major funding categories for various programs and identified targeted funding amounts for each category. A portion of the Community Enhancement Fund was approved for local grants. The City launched a grant application process to review funding requests from individuals, organizations, businesses and community partners. The grant applications are reviewed with a focus on fulfilling needs to support key community priorities, including projects and programs that support public safety; arts, culture, history, entertainment, and sports; education; community/economic development; public works, and more.

On Monday, June 3, 2019, decisions for the 2019/2020 fiscal year grant awards, including project selection and funding amount, were made by City Council. Tonight's update will provide staff an opportunity to update Council and the public with information regarding the Community Enhancement Fund and for staff to receive direction from Council prior to the next grant

application cycle starting in early 2020.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. January 21 2020 CEF PowerPoint



Community Enhancement Fund

January 21, 2020 Regular Meeting



CityOfRanchoCordova.org



Agenda

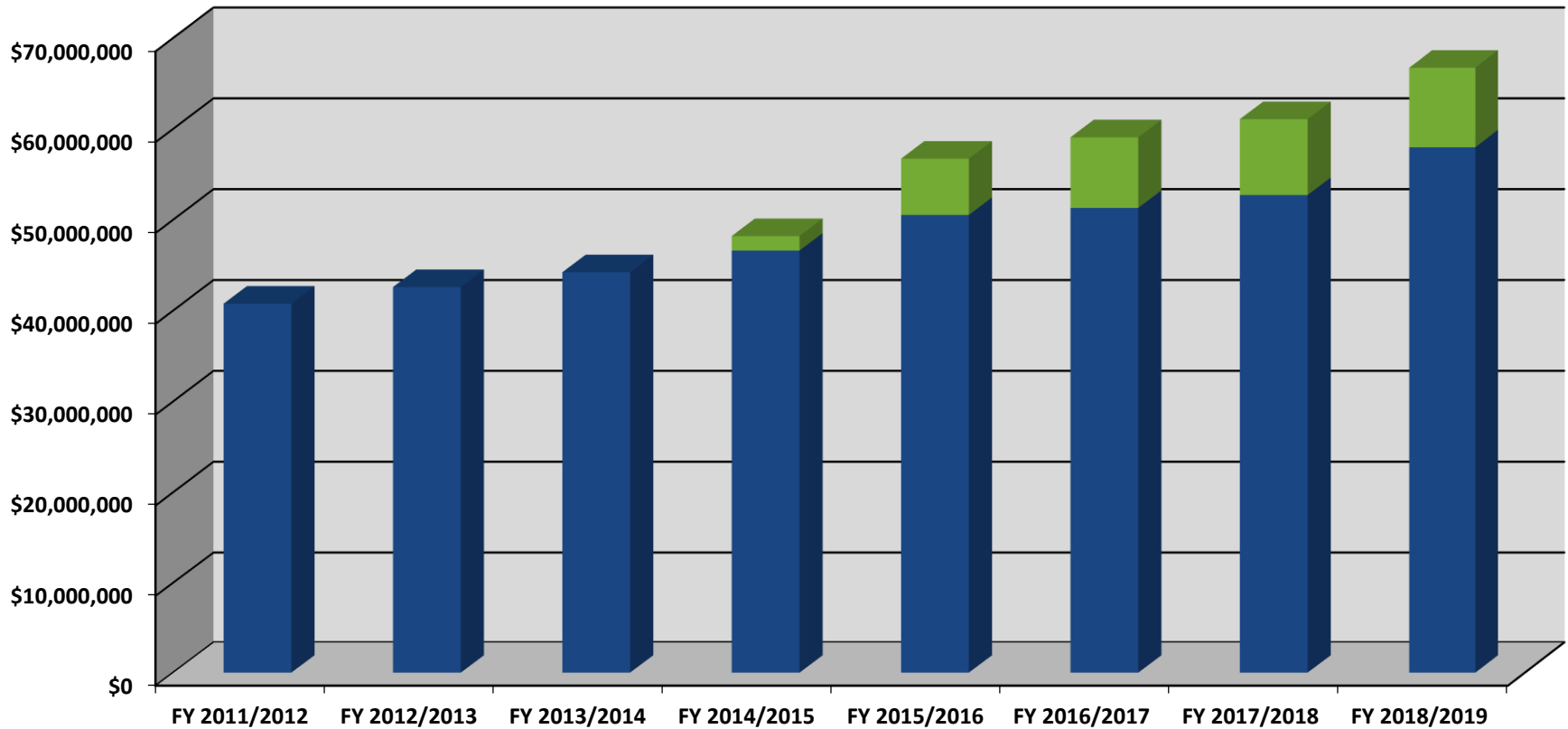
Community Enhancement Fund Update Including:

Background/Overview
Next Application Cycle
Financial Update
Project Update
Legacy Fund Projects

OVERVIEW

COMMUNITY ENHANCEMENT FUND

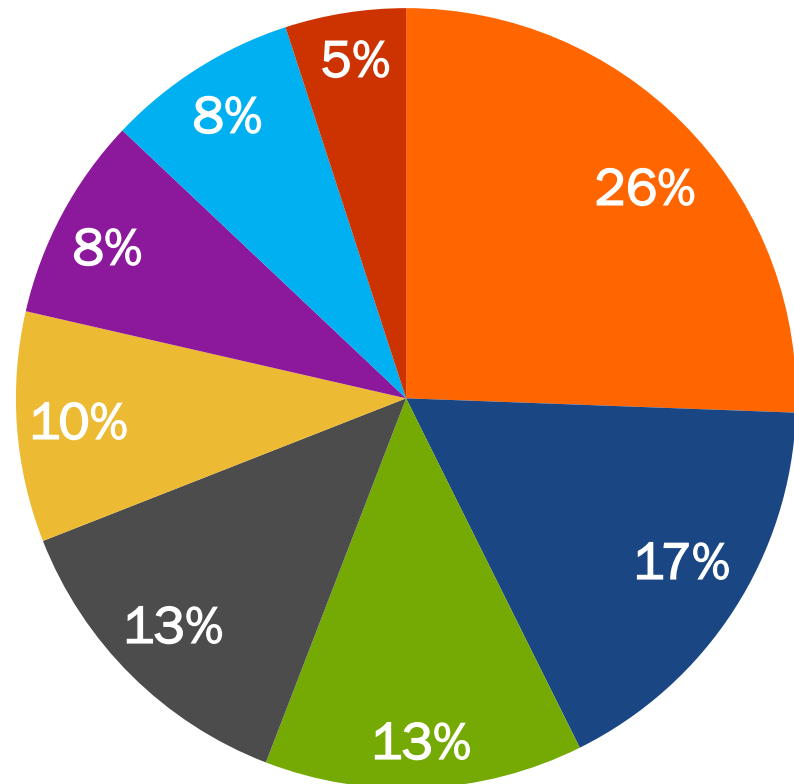




General Fund Sales Tax Revenues

Allocation by Key Community Priority FY 2019/20

- Legacy Fund
- Public Safety
- Public Works
- Community & Economic Development
- Arts, Culture, History, Entertainment & Sports
- Education, After School Programs & School Gardens
- Other Community Priorities
- Administration & Communications





Transparency and Oversight

Measure H/Community Enhancement Fund Citizen Oversight Board Responsibilities include:

- Review accomplishments achieved to highlight in annual report
- Confirm revenues received in comparison to budget
- Review actual expenditures to grant awards budget
- Review grantee's compliance with City's reporting requirements

Enhancing Public Works

Allocation: \$983,000

Project examples in this priority area:

Wayfinding Project

Grant: \$12,000

32 wayfinding signs

32 waterway protection signs

Removal and Graffiti

Grant: \$150,000

Collected 4,511 bags of trash

Improvement

Grant: \$90,000

Repaired 3,000 square feet of sidewalk

Other Community Priorities

Allocation: \$88,500

Project examples in this priority area:

Partnership with Rebuilding Together Sacramento and Sierra Service Project

Improved 22 homes through painting, landscaping, interior projects and more

622 volunteers

Completed 140 projects at these homes

Rancho Cordova Police Activities League (PAL) Van

Grant: \$39,000

3,500 local youth annually

Whisker Warriors Spay/Neuter Program

Grant: \$41,861

Spayed, neutered and vaccinated 735 animals

CITY OF RANCHO CORDOVA

COMMUNITY ENHANCEMENT FUND

CITIZEN REPORT

ATTACHMENT 1

Sales Tax Dollars at Work

Enhancing Public Safety

The Community Enhancement Fund provided an additional \$1,500,000 in funding for public safety projects in this priority area.

CRIME SUPPRESSION UNIT

Grant: \$1,020,000

ARRESTS MADE: 127 FELONY WARRANT: 74 MISDEMEANOR: 54

FOLSON-OLSON-ZINFANDEL AREA PROGRAM

Grant: \$100,000

Supported 100+ businesses

200 school resources

DETECTION K9 PROGRAM

Grant: \$170,000

1 new School Resource Officer

1 new Detection K9 Unit

1 search per week - partnership with partner and Sacramento County Probation

Enhancing Education, After-School Programs & School Gardens

Below are some specific project examples in this priority area.

STUDENT RELAXATION, READING AND ENGAGEMENT ZONE AT CORDOVA HIGH SCHOOL'S LIBRARY

Grant: \$2,000

600 students (22.8% of school student population)

STEM LEARNING EXPERIENCES AT ROBEY MCGARVEY ELEMENTARY SCHOOL

Grant: \$1,940

1,940 students

A TOUCH OF UNDERSTANDING: DISABILITY-AWARENESS WORKSHOPS

Grant: \$10,000

440 students

7 different schools

GOVERNMENT'S ENGAGING YOUTH DAY

Grant: \$10,000

21 students - year-long

20 students - week for day

916 INK CREATIVE WRITING WORKSHOPS

Grant: \$47,795

42 sessions

123 students

Page 256 of 272

Next Application Cycle

PLANNING FOR THE FUTURE





- Developing guidance for CEF visual arts grants (could stipulate a medium, locations, general themes, etc.)
- Assisting with call for proposals
- Preparing evaluation criteria to assist with its recommendations
- Providing recommendations to City staff for Council's final CEF awards

Next Grant Application Cycle

- Launch on February 10, 2020
- Close March 20, 2020
- Share initial feedback during 2nd meeting in April 2020
- Make budget decisions in May 2020
- Adopt Resolution in June 2020
- Funding available July 1, 2020



FINANCIAL UPDATE

COMMUNITY ENHANCEMENT FUND





Community Enhancement Fund from Inception to June 30, 2019:

- Revenues: \$32.6 M
- Expenditures: \$22.7 M
- Legacy Project Balance: \$8.6 M

Financial Recap

Adopted Budget Amounts

Funding Categories	FY 2019/2020
Legacy Projects	2,098,000
Public Safety	1,400,000
Infrastructure/Public Works	1,081,763
Community Development/Economic Development	1,081,762
Arts, Culture, History, Entertainment and Sports	782,375
Education	693,785
Other Priorities	652,315
Administration of Fund	410,000
Total	\$8,200,000

PROJECT UPDATE

Lincoln Village Gateway Sign



Lincoln Village Gateway Sign

ATTACHMENT 1



Monument Location

Vanguard

Router

Lincoln Village Gateway Sign

Prior Action:

- Residents applied for a Lincoln Village community sign
- Council approved \$20K to design and build the sign
- Site location selected
- Designed the sign with community input
- Bids were accepted on the project
- Total project cost is approximately \$50K
- Construction could begin in spring 2020



Staff recommendation:

- Approve additional \$30K needed to construct and install the neighborhood sign

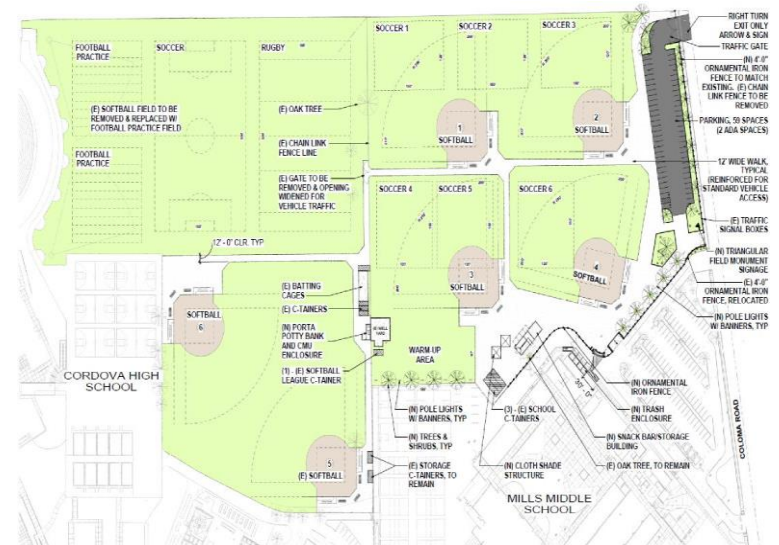
Legacy Fund Projects



Community Pool, Softball Modernization, and Civic Center Legacy Fund Projects

ATTACHMENT 1

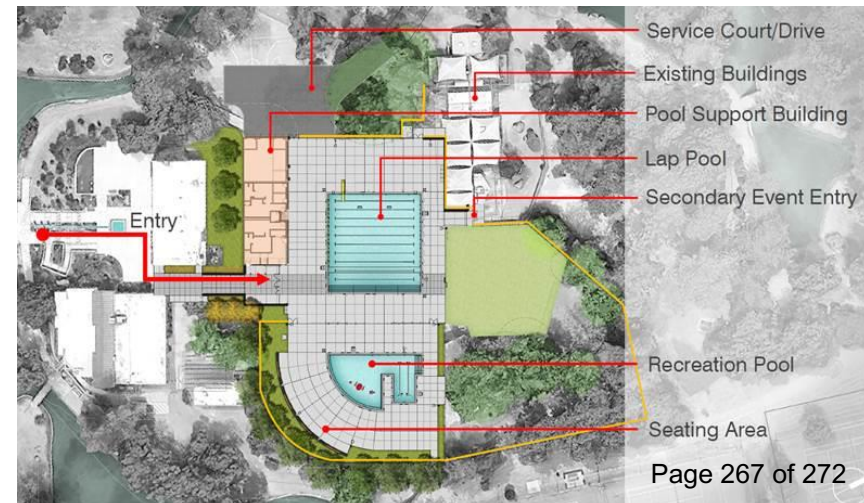
Softball Modernization Project:



Civic Center 9.8-acre site:



Community Pool Reconstruction Site Plan:



Museum Enhancements



Prior Direction and Activities:

- Council approved \$200,000 in June of 2018
- Initial concept & schematic designs complete
- Fundraising & Board development support
- Provided funding for operating costs and expenses
- October 2019, Council supported a phased approach to the museum improvements
- Feasibility Study currently underway

Feasibility Study:

- Determine potential for the museum's success in reaching capital campaign goals
- Evaluate readiness for a capital campaign
- Define the campaign strategy
- Report Findings in early 2020

Funding Needed:

- Additional funding to start Phase 1; \$200K
- **\$2M or more needed for first two phases**

Future Youth Center



10455 Investment Circle

- Youth Center dedication held January 20, 2020
- Partnership between Center for Praise Ministries and City
- Center for Praise Ministries is the owner of the 1.75-acre property
- 25-year lease with an option to renew for another 25 years (\$1/per year)
- Visioning for the space in 2020
- **\$2M or more needed to renovate the facility**

Little League Renovation Concept

- Renovate fields
- New fencing, backstops, bleachers and batting cages
- Entryway
- Plaza
- Concession stand with restrooms
- Parking options





- 1A/1B renovations could run concurrently
- Phase 1A, \$150K: Backstop, bleachers, concrete, fences, equipment, etc. Limited field work.
- Phase 1B, \$5.5M: Plaza, snack bar, backstop, bleachers, fences, equipment, fields, parking, etc.
- **Committed \$3M; additional \$2.5M needed for Phase 1A/B**
- Phase 2: Including east field and batting cages; **up to an additional \$1M for Phase 2**

Legacy Projects Balance Sheet *Est. balance as of 6/30/19 \$8.6 M*

Legacy Fund Projects	CEF Commitment	Expenditures Remaining as of 6/30/19	Legacy Fund Projected Ending Balance
Legacy Fund Allocation FY 2019/2020	2,098,000	N/A	10,698,000
Girls Softball Field Enhancements	3,000,000	(632,667)	10,065,333
Enhancements to Pool Project	3,000,000	(3,000,000)	7,065,333
Sacramento Children’s Museum Enhancements	200,000	(197,871)	6,867,462
Mills Station District (Civic Center)	4,000,000	(3,849,341)	3,018,121
Rancho Cordova Little League Project	3,000,000	(2,970,183)	47,938
Anticipated Legacy Fund Allocation on 7/1/2020	\$2,098,000 estimated in adopted 2-year budget		
Additional Revenue Anticipated in FY 2019/20 not already committed to other CEF Projects	\$450,000 (This assumes additional funding to Lincoln Village Sign Project and restoring reduced budgets to Economic Development & Public Works)		
Future estimated Legacy Projects balance sheet with anticipated funds			\$2,595,938
Potential Future Legacy Projects			
Rancho Cordova Little League	Will need an additional \$2.5M-\$3.5M		
Sacramento Children’s Museum - Phase 1 & 2	Will need an additional \$2M or more		
Youth Center	Will need \$2M or more		
\$4-5M will need to be committed from future CEF budget cycles for all items displayed to move forward			