CITY PLANNING COMMISSION

1231 "I" STREET, SUITE 200, SACRAMENTO, CA 95814

APPLICANT The Spink Corporation - 2590 Venture Oaks Way, Sacramento, CA 95833
OWNER Adams Farms - 3600 Power Inn Road, Sacramento, CA 959826
PLANS BY The Spink Corporation - 2590 Venture Oaks Way, Sacramento, CA 95833
FILING DATE 8-7-87 ENVIR. DET. Neg. Dec. 9-25-87 REPORT BY JP:sg
ASSESSOR'S PCL. NO. 201-0300-055; 201-0310-008 & 021; 225-0040-018,021 & 025

APPLICATION: A. Negative Declaration

B. Development Agreement between the City of Sacramento and the Adams Farms project property owners

C. Planned Unit Development Designation for 304± acres

D. Rezone 304± vacant acres from Agricultural-Open Space (A-OS) to: Standard Single Family (Planned Unit Development) (R-1(PUD)) for 174± acres; Single Family Alternative (Planned Unit Development (R-1A(PUD)) for 53± acres; Office Building (Planned Unit Development) (OB(PUD)) for 18± acres; Agricultural (Planned Unit Development) (A(PUD)) for 54± acres

LOCATION: 0.5 miles north of Del Paso Road, 0.75 miles east of I-5, and 0.71 miles south of Elkhorn Boulevard

PROPOSAL: The applicant is requesting the necessary entitlements to enter into a development agreement with the City and rezone property consistent with the provisions of the North Natomas Community Plan.

PROJECT INFORMATION:

1986 North Natomas Community Plan Designation:	Low Density Residential, Medium Density Residential, Office/Business, Elementary School, High School (portion of school) and Regional Community Park (portion of park)
Existing Zoning of Site:	Agricultural-Open Space (A-OS)
Existing Land Use of Site:	Vacant

Surrounding Land Use and Zoning:

North: Vacant; R-1(PUD)
South: Vacant; A-OS
East: Vacant; R-1A(PUD), SC(PUD), R-2A(PUD), R-1(PUD)
West: Vacant; R-1A(PUD)

Property Dimensions:	Irregular
Property Area:	304± acres

APPLC.NO. P87-358 MEETING DATE December 3, 1987 ITEM NO 12

001939

PROJECT EVALUATION: Staff has the following comments regarding this proposal:

A. Land Use and Zoning

The subject site consists of six parcels totaling 304± acres in the Agricultural-Open Space (A-OS) zone. The site is currently vacant with some of the property used for agricultural purposes. Surrounding lands are also vacant or used for agricultural purposes. Within the past six months, however, the adjacent properties to the north, east and west have been rezoned to zones which conform to the North Natomas Community Plan designations (see land use map). The 304± acre subject site is currently under three separate Williamson Act contracts. On October 13, 1987 the City Council approved the tentative cancellation of the Williamson Act contracts covering the subject site.

B Proposed Land Use and Zoning

The subject site is located in the North Natomas Community Plan area. The community plan designates the site for Low Density Residential, Medium Density Residential, Office/Business, Elementary School, High School (portion of the school) and Regional Community Park (portion of the park). The community plan requires that, before the development of any property in the plan area can occur, development agreements which include financing mechanisms for infrastructure must be entered into between the property owner(s) and the City of Sacramento to insure that required improvements are provided. The North Natomas Community Plan also requires that all development in the plan area be approved as Planned Unit Developments (PUDs) so that development is consistent with all provisions of the community plan. For the 304± acre subject site, the applicant is requesting to: enter into a development agreement with the City; designate the site as a PUD; and rezone the site to zones consistent with the North Natomas Community Plan.

C. North Natomas Development Agreements

The development agreements are designed to cause the implementation of the North Natomas Community Plan. On March 3, 1987 the City Council approved a resolution establishing the procedures and content of the development agreements (CC87-143). The resolution requires that the proposed development agreements contain the following:

1. Findings required for City Council approval.

2. Procedures for amendment or cancellation of a development agreement.

3. Procedures for termination in the event of default. Termination of a development agreement will not affect a developer's obligations to comply with the community plan and the terms and conditions of any applicable zoning, special permit, subdivision map or other land use entitlements.

4. Procedures for annual compliance review.

Substantively, the resolution specifies certain provisions to be included in development agreements. Among these required provisions are the following:

1. An initial term of ten years, with provision that the City may not unreasonably deny five year extensions if the developer is not in default and has commenced development or is participating in the financing programs or plans adopted for the North Natomas Community Plan.

2. A requirement that the developer pay his/her pro rata share of planning costs, including interest, incurred by the City in preparing, adopting and implementing the North Natomas Community Plan, such costs to be paid in any event not later than upon approval of a special permit, with subsequently incurred City costs to be paid at the time of issuance of building permits.

3. Special conditions to be included in the development agreement setting forth specific findings that must be made for development to proceed and governing the subsequent approval of rezonings, special permits, subdivision maps or other land use entitlements. These special conditions constitute the basic control mechanism for the City to assure that the goals and requirements of the Community Plan will be met as development is undertaken in the North Natomas Community Plan area. These 29 special findings deal with such community plan issues as phasing of development, parcel configuration, the adoption of a financing plan, dedication of property required to implement the Community Plan, participation by developers in infrastructure and other North Natomas programs, achieving the jobs-housing ratio, traffic levels, air quality, airport land use conflicts, and other matters. To the extent deemed necessary by the City, applicants will be required to enter into agreements with other agencies to the satisfaction of the City concerning drainage and flood control, sewer (including bearing the costs of any EPA penalties assessed against the Regional Sanitation District), freeway improvements and mosquito abatement. Provision is made for waiver of such findings where they are not applicable or approving projects subject to special mitigation measures so that such findings can be made.

General provisions setting forth and qualifying the rights of a developer under a development agreement are also included. Generally, the rights of a developer agreement are made subject to future changes in state or federal laws and regulations and future enactments of the City to protect against a health, safety or physical risk. Each development agreement must also protect the City from liability arising out of actions of federal or state agencies (or actions of regional or local agencies, including the City, required by federal or state agencies) having the effect of preventing, delaying or modifying development.

The development agreement for the subject site will include a provision that no other entitlements for the 304± acre site (excluding the rezoning and PUD designation entitlements) which would allow for the development of the property will be approved until the certificate of cancellation for the Williamson Act contracts are executed by the City Council or the contracts expire.

Staff members from Parks and Community Services, Public Works and Planning are also working on a provision which would include the legal description of the Regional Park in the development agreement for City review and approval, and allow Parks and Community Services access for planning purposes to that portion of the subject site that is included in the Regional Park and the right to master plan the Regional Park. This condition will be presented to the Planning Commission at their December 3, 1987 meeting. It is anticipated that this provision will be included in all applicable North Natomas Development Agreements in the future.

Other than these two provisions, the proposed development agreement for the subject site is essentially the same as the other North Natomas development agreements reviewed by the Planning Commission. Planning staff finds that the proposed development agreement is in conformance with the requirements of City Council Resolution 87-143.

D. Planned Unit Development Designation

The North Natomas Community Plan states that in order to insure that development of North Natomas is consistent with the provisions of the community plan, development guidelines, and mitigation programs, all developments in the plan area will be approved as planned unit developments (PUDs) under the provisions of the City's Zoning Ordinance. The Zoning Ordinance requires that a schematic plan, including development guidelines, be approved by the City Council for any PUD. Each project within a PUD is then reviewed by the special permit process to insure that the project is in conformance with the approved schematic plan and development guidelines.

Presently the applicant is requesting only the PUD designation for the subject site. The PUD designation, requested in order to comply with the requirements of the community plan, can be approved at this time. A PUD schematic plan and specific development guidelines for the proposed PUD area, however, will be required before special permits for development can be approved.

General development guidelines for North Natomas were approved by the City Council on December 30, 1986. These development guidelines are to act as an outline for applicants/property owners in preparing the specific development guidelines for the 304± acre project area.

E. Proposed Rezoning and Community Plan Consistency

The subject site totals 304± acres. The applicant proposes to rezone the property from the Agricultural-Open Space (A-OS) to the following zones:

- Standard Single Family (Planned Unit Development) (R-1{PUD})	174± acres
- Single Family Alernative (Planned Unit Development (R-1A{PUD})	53± acres
- Office Building (OB{PUD})	18± acres
- Agricultural (Planned Unit Development) (A{PUD})	59+ acres
Total	304± acres

The applicant's proposal (Exhibits A and B) has been compared with the North Natomas Community Plan for plan consistency. Staff finds that the applicant's proposed land uses are consistent with the adopted North Natomas Community Plan and recommends that the proposed rezonings be approved. A rezoning condition has been included which indicates that no other entitlements for the subject site will be approved until the certificate of cancellation for the Williamson Act contracts covering the site is executed or the contracts expire.

ENVIRONMENTAL DETERMINATION: The proposed project was originally addressed in the North Natomas Community Plan EIR (NNCP EIR) which is a program EIR. The CEQA Guidelines state that where a program EIR has been prepared, subsequent project must be examined through an initial study to evaluate any environmental effects that were not examined in the program EIR (CEQA, Section 15168{c}{1}).

The NNCP EIR was certified by City Council on December 10, 1985. Since the certified EIR satisfies state and local regulations, Section 15153(c) of the CEQA Guidelines allows the City to use the certified EIR as part of the initial study and negative declaration for the application.

There are no new potentially significant adverse environmental impacts that could result from the proposed project that have not already been adequately addressed on both a project-specific and cumulative level in the NNCP EIR. All applicable mitigation measures from the EIR and/or community plan are to be considered and imposed at the time of approval of tentative maps, or special permits and other specific development entitlements. This project application includes a development agreement that will provide the mechanism to implement mitigation measures as subsequent land use entitlements (i.e., tentative maps and special permits) are processed. Through the development agreement and the additional land use entitlement requirement, the City will be able to apply identified EIR and/or community plan mitigating measures. Development will require subsequent tentative maps and/or special permit approvals which provides an additional opportunity to review each land development. The development agreement and special permit process will provide the ability to apply additional site-specific and detailed mitigation measures to reduce potential future impacts (i.e., preserving existing vegetation, construction effects, and aesthetics) to a less than significant level. The development agreement will provide the mechanism for the adequate completion of EIR and/or community plan mitigation measures that will be required as conditions of approval for specific land use entitlements should approval of the subject proposal be granted. Consequently, the development agreement will mitigate, or mitigate to the extent possible, potential impacts and therefore a negative declaration has been prepared.

The Environmental Coordinator filed a negative declaration on September 25, 1987 with the City Clerk and distributed the negative declaration for a 21-day public review period.

RECOMMENDATION: Staff recommends the following actions:

A. Ratification of the Negative Declaration;

B. Recommend approval of the Development Agreement between the City of Sacramento and the Adams Farms project property owners;

C. Recommend approval of the Planned Unit Development Designation for 304± acres;

D. Recommend approval of the Rezoning of 304± acres from Agricultural-Open Space (A-OS) to:

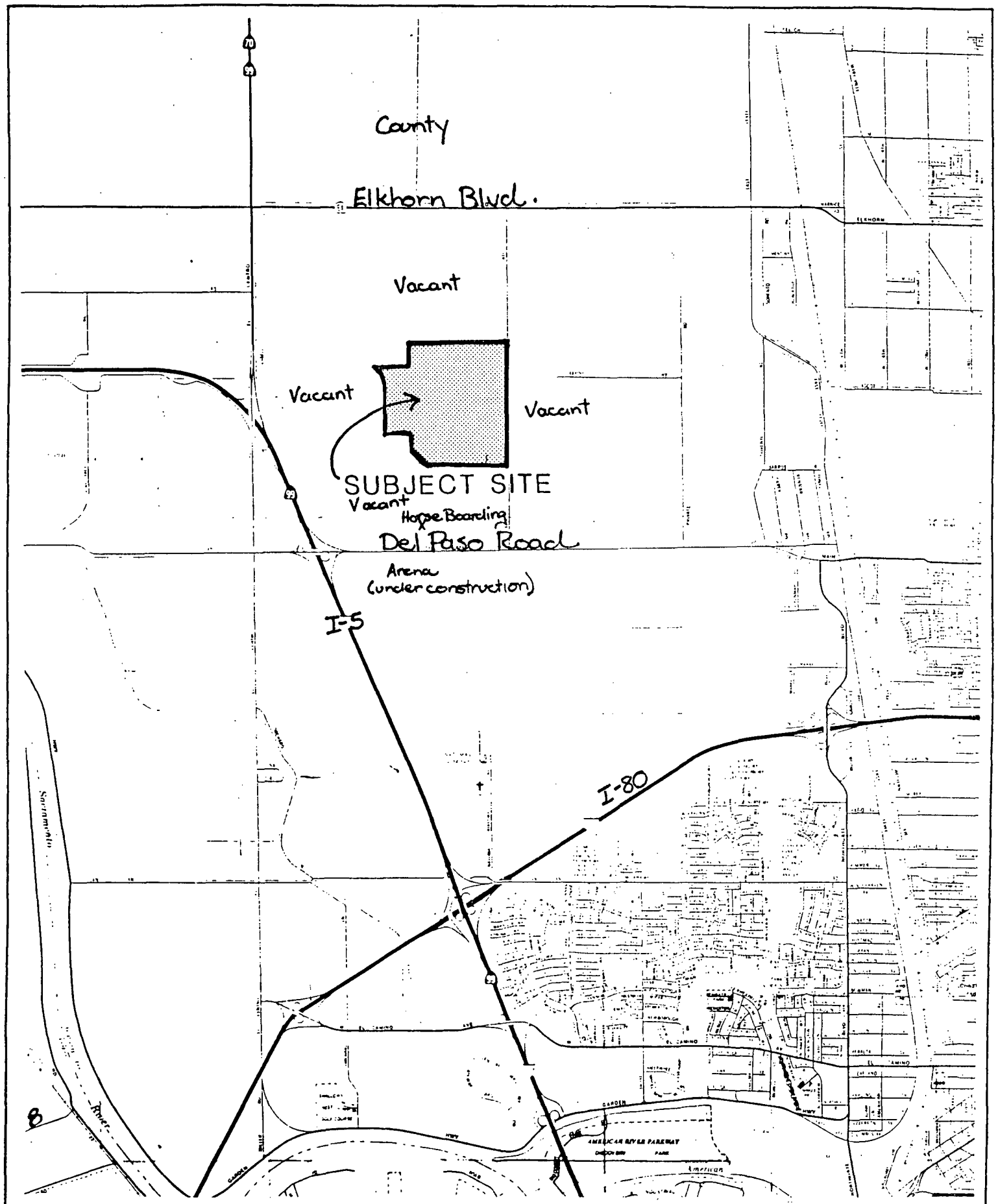
- Standard Single Family (Planned Unit Development) (R-1(PUD)	174± acres
- Single Family Alternative (Planned Unit Development (R-1A{PUD})	53± acres
- Office Building (Planned Unit Development) (OB{PUD})	18± acres
- Agricultural (Planned Unit Development) (A{PUD})	59+ acres

Subject to the following conditions:

Conditions - Rezoning

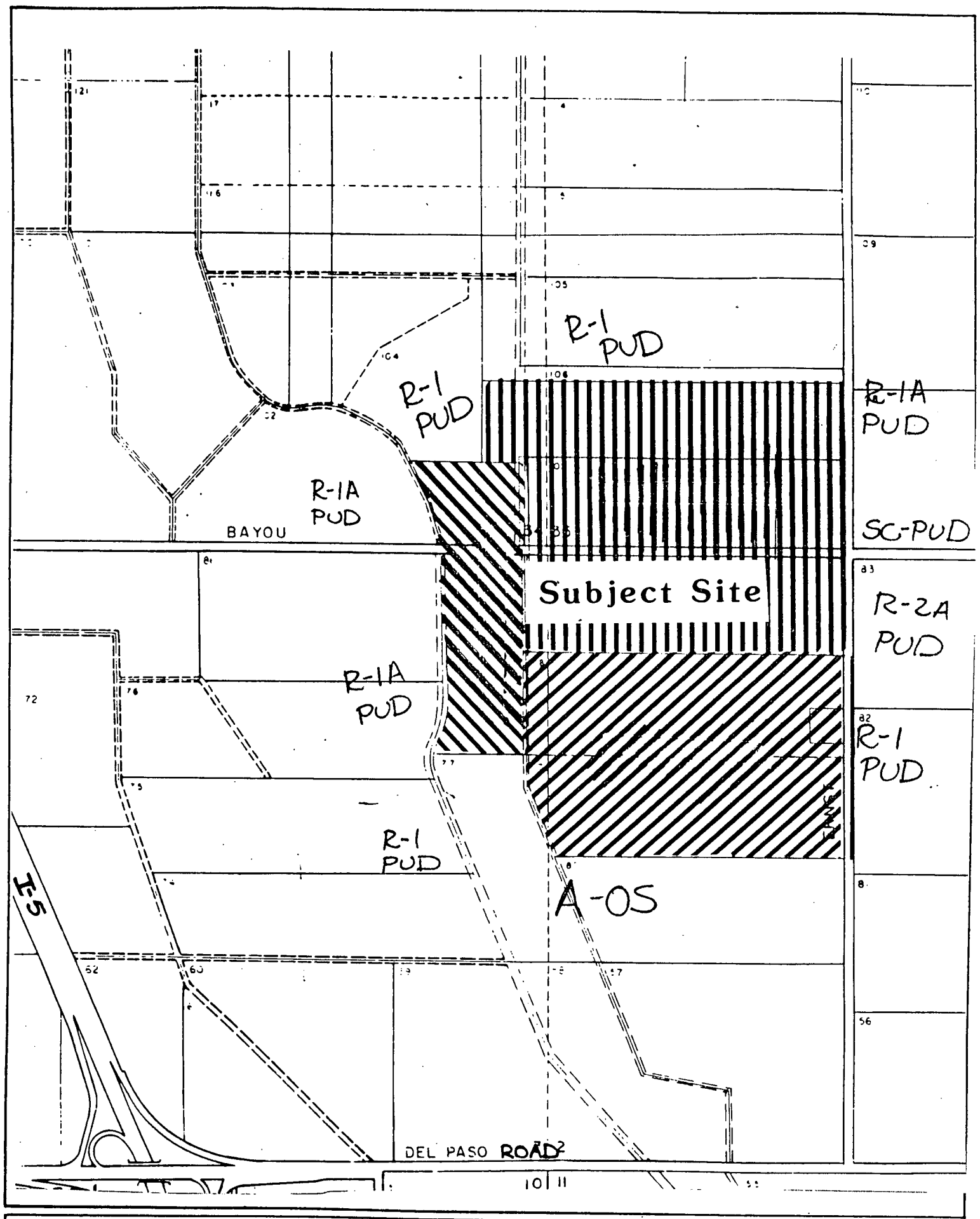
1. The rezonings shall be subject to the provisions of the North Natomas Community Plan and the 29 special conditions of development contained in the development agreement.

2. No other entitlements for the subject site shall be approved until the certificate of cancellation for the Williamson Act contracts covering the site is executed or the contracts expire.



VICINITY - LAND USE MAP

P87-358 12-3-87 27 Item



ZONING MAP

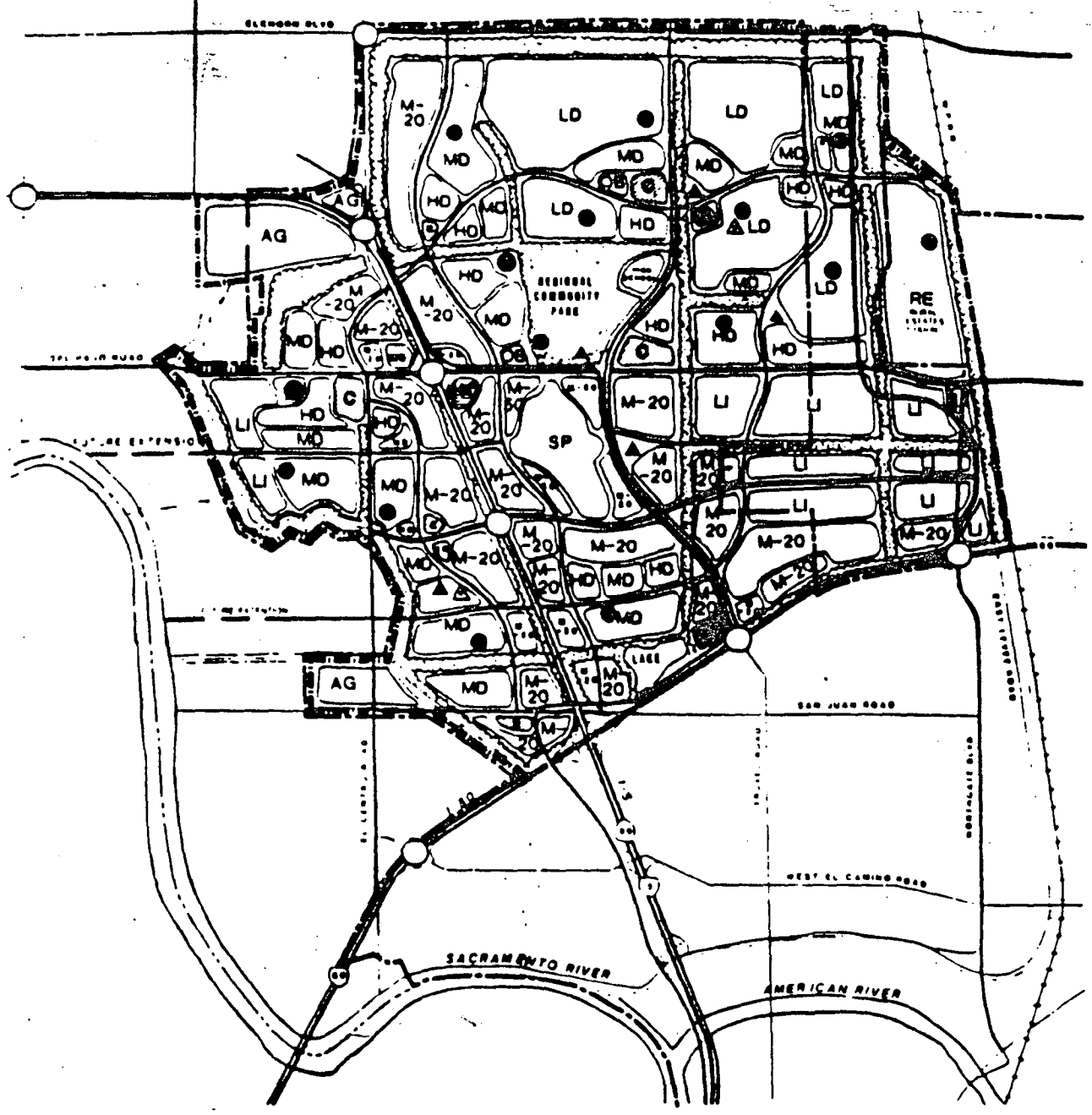
P87-358

12-3-87

Item

NORTH NATOMAS COMMUNITY

COMMUNITY LAND USE PLAN



ADOPTED LAND USE

HD — HIGH DENSITY RESIDENTIAL (22.00 AC)	HIGHWAY COMMERCIAL	OB — OFFICE BUSINESS	AG — AGRICULTURE
MD — MEDIUM DENSITY RESIDENTIAL (12.00 AC)	M-20 — MANUFACTURING RESEARCH DEVELOPMENT (20% OFFICE)	SP — SPORTS COMPLEX	ELEMENTARY SCHOOL, JUNIOR HIGH SCHOOL
LD — LOW DENSITY RESIDENTIAL (7.00 AC)	M-50 — MANUFACTURING RESEARCH DEVELOPMENT (50% OFFICE)	PARK OPEN SPACE	CIVIC, PUBLIC USE (LIBRARY, FIRE STATIONS, MEDICAL CENTERS)
COMMUNITY NEIGHBORHOOD COMMERCIAL	LI — LIGHT INDUSTRIAL	FREEWAY BUFFER (FREEWAY OR ROAD LANDSCAPING)	6-LANE DIVIDED MAJOR, 6-LANE DIVIDED MAJOR, 6-LANE DIVIDED PARKWAY

COMMUNITY PLAN STUDY AREA BOUNDARY — CITY OF SACRAMENTO CITY LIMITS — SACRAMENTO COUNTY BOUNDARY — AT OR PER PLAN AMENDMENT

CITY OF SACRAMENTO Planning and Community Development DEPARTMENT

P87-358

12-3-87

Item

C01947

P87-358

Rezone Exhibit

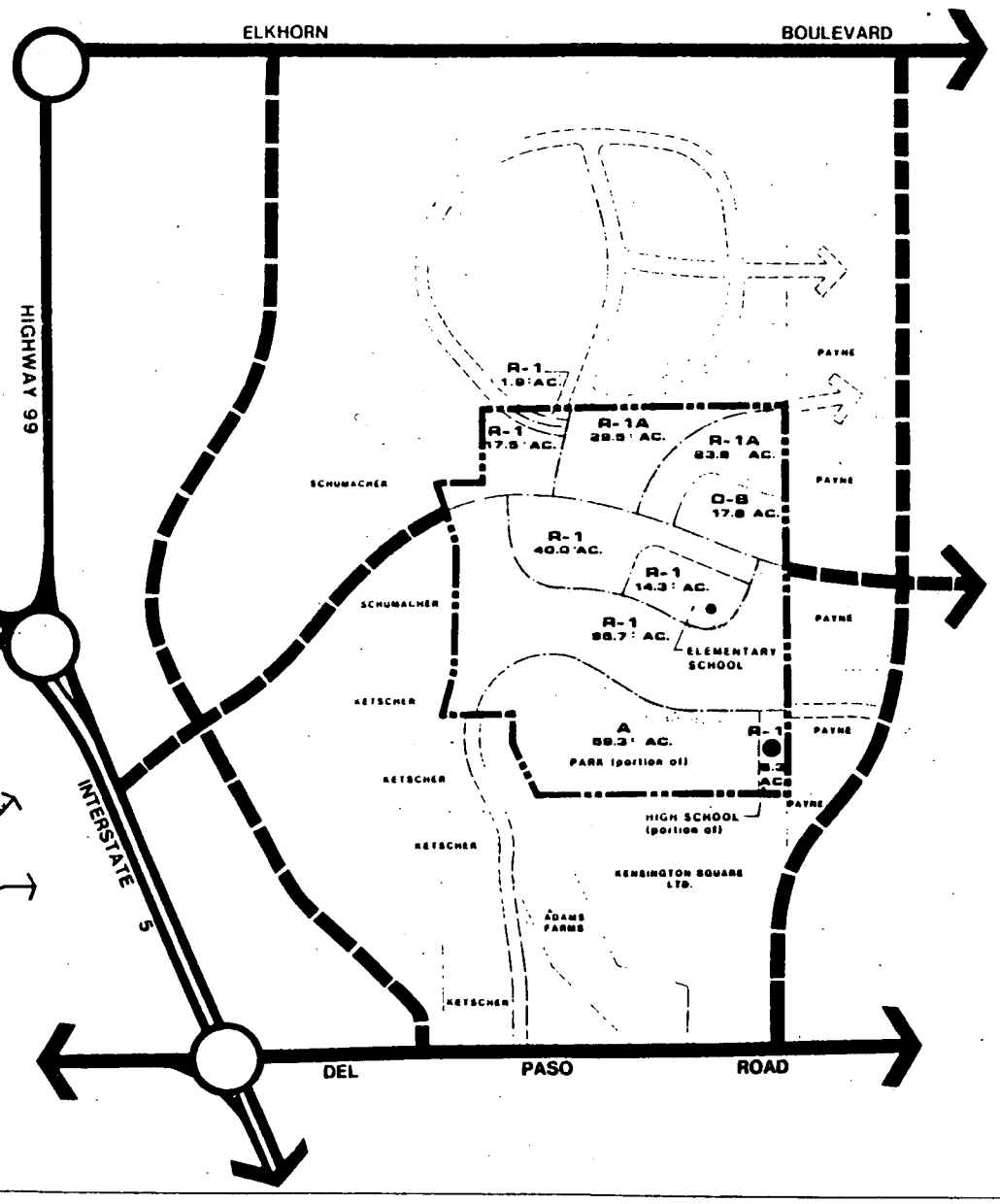
A PORTION OF

Adams Farms

CITY OF SACRAMENTO, CALIFORNIA

AUGUST, 1987

REVISED: SEPTEMBER 28, 1987



LEGEND

- HIGH SCHOOL (portion of)
- ELEMENTARY SCHOOL
- PARK
- I.D.D. FOR PROPOSED ROADS
- PROPOSED FUTURE COLLECTOR ALIGNMENT
- PROPOSED FUTURE ARTERIAL ALIGNMENT

PUD EXHIBIT 1
(Adams Farms Zoning)

THE SPINK CORPORATION
5620 VENTURE CAUSEWAY
SACRAMENTO, CA. 95833
(916) 929-9580
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LANDSCAPE ARCHITECTURE • SURVEYING •
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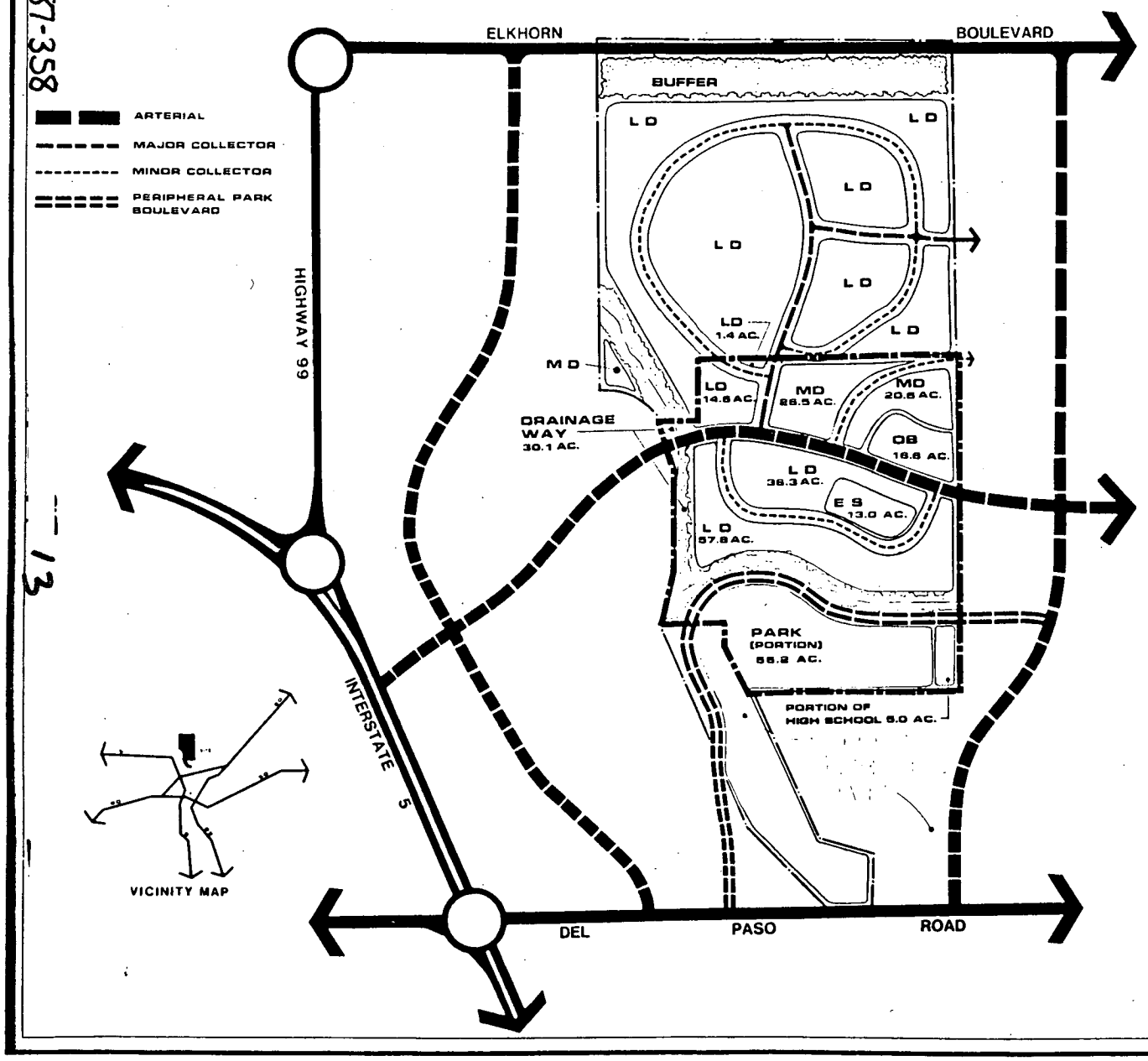

Land Use Exhibit

A PORTION OF

Adams Farms

CITY OF SACRAMENTO, CALIFORNIA

SEPTEMBER, 1986

REVISED: JULY, 1987
JULY 27, 1987

LATEST REVISION:
SEPTEMBER 28, 1987

Approximate

LAND USE		GROSS ACRES	DENSITY	DWELLING UNITS
L D	LOW DENSITY RESIDENTIAL	110.1 AC.	7 DU AC	770 UNITS
M D	MEDIUM DENSITY RESIDENTIAL	47.0 AC.	12 DU AC	564 UNITS
O B	OFFICE/BUSINESS	16.6 AC.		
PARK	PROPOSED PARK	56.2 AC.	(PORTION)	
HS	HIGH SCHOOL	5.0 AC.	(PORTION)	
JHS	JR. HIGH SCHOOL	0 AC.		
E S	ELEMENTARY SCHOOL	13.0 AC.		
DRAINAGE WAYS		30.1 AC.		
GREENBELT BUFFER		0 AC.		
STREETS		27.1 AC.		
TOTALS		305.1 AC.		1334 UNITS

PUD EXHIBIT 2
(Adams Farms Land Use)

THE SPINK CORPORATION
720 P STREET
SACRAMENTO, CA. 95814
(916) 444-0170
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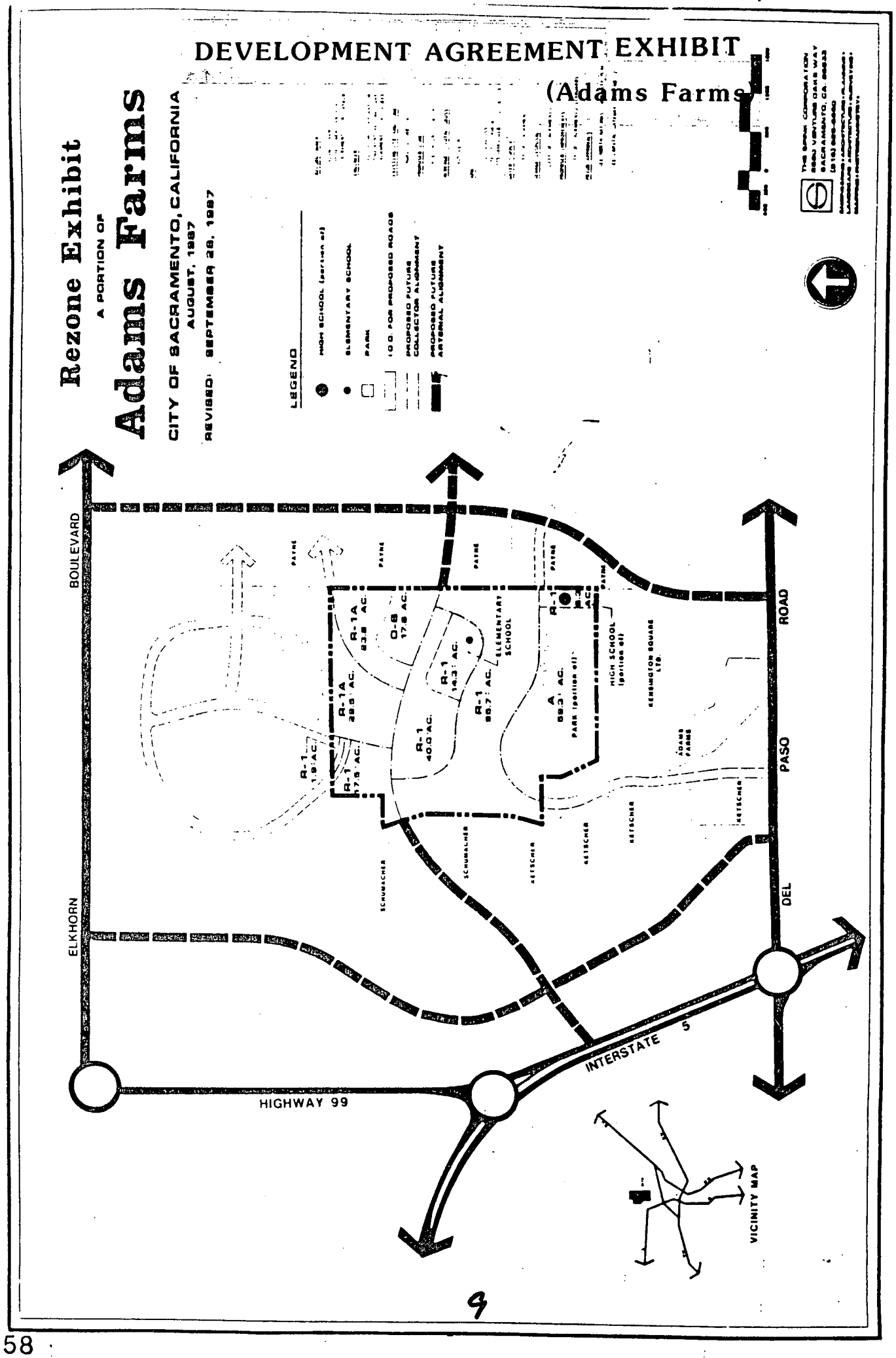
DEVELOPMENT AGREEMENT EXHIBIT

(Adams Farms)



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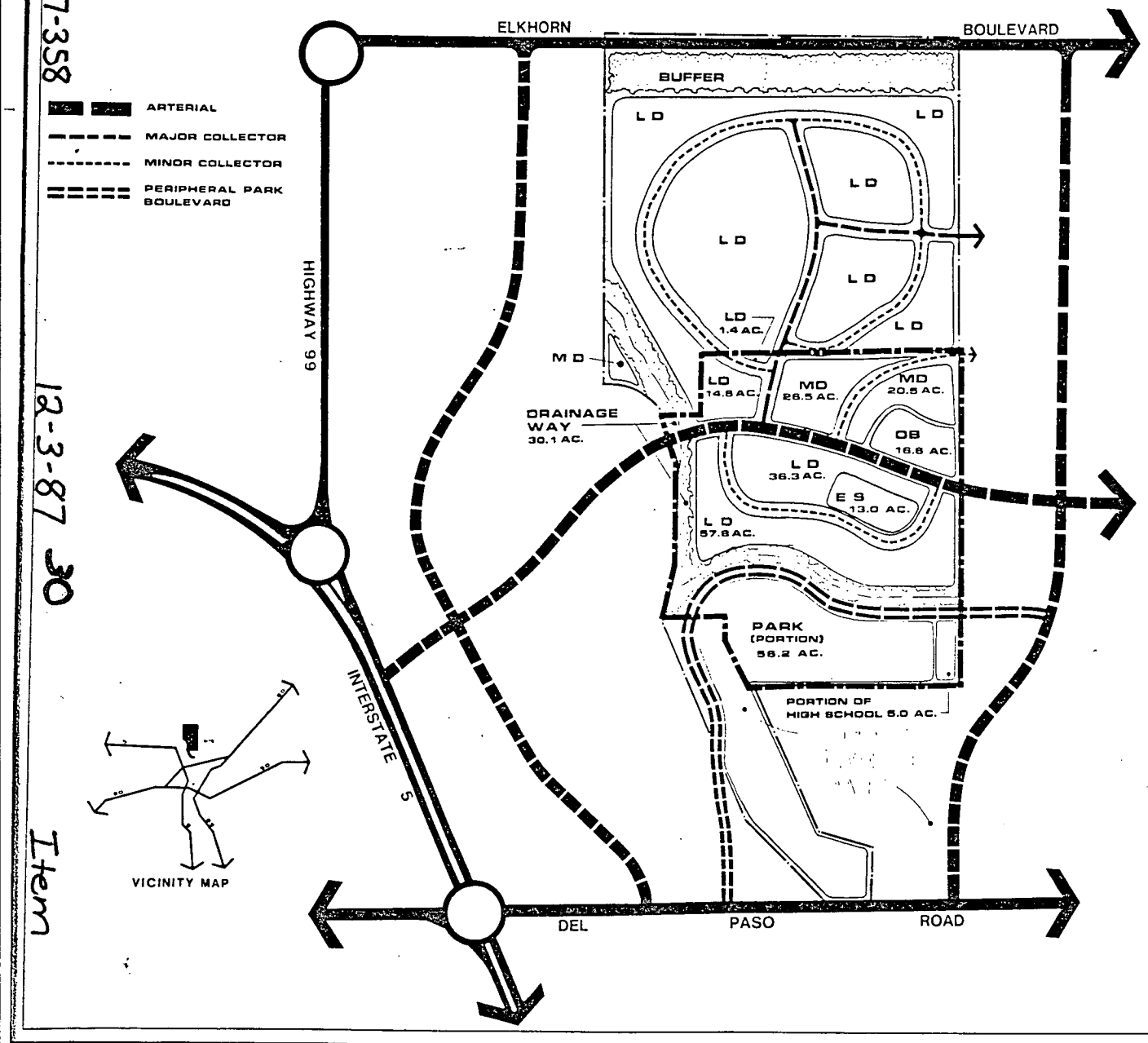

Land Use Exhibit

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Adams Farms

CITY OF SACRAMENTO, CALIFORNIA

SEPTEMBER, 1986

REVISED: JULY, 1987
JULY 27, 1987

LATEST REVISION:
SEPTEMBER 28, 1987

LAND USE		GROSS ACRES	DENSITY	DWELLING UNITS
L D	LOW DENSITY RESIDENTIAL	110.1 AC.	7 DU AC	770 UNITS
M D	MEDIUM DENSITY RESIDENTIAL	47.0 AC.	12 DU. AC	564 UNITS
O B	OFFICE/BUSINESS	16.8 AC.		
PARK	PROPOSED PARK	56.2 AC.	(PORTION)	
HS	HIGH SCHOOL	5.0 AC.	(PORTION)	
JHS	JR. HIGH SCHOOL	0 AC.		
E S	ELEMENTARY SCHOOL	13.0 AC.		
DRAINAGE WAYS		30.1 AC.		
GREENBELT BUFFER		0 AC.		
STREETS		27.1 AC.		
TOTALS		305.1 AC.		1334 UNI

EXHIBIT A

600 300 0 600 1200 1800

THE SPINK CORPORATION
720 F STREET
SACRAMENTO, CA. 95814
(916) 444-6170
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REZONE EXHIBIT
(Adams Farms)

Rezone Exhibit

A PORTION OF

Adams Farms

CITY OF SACRAMENTO, CALIFORNIA

AUGUST, 1987

REVISED: SEPTEMBER 28, 1987

LEGEND

- HIGH SCHOOL (portion of)
- ELEMENTARY SCHOOL
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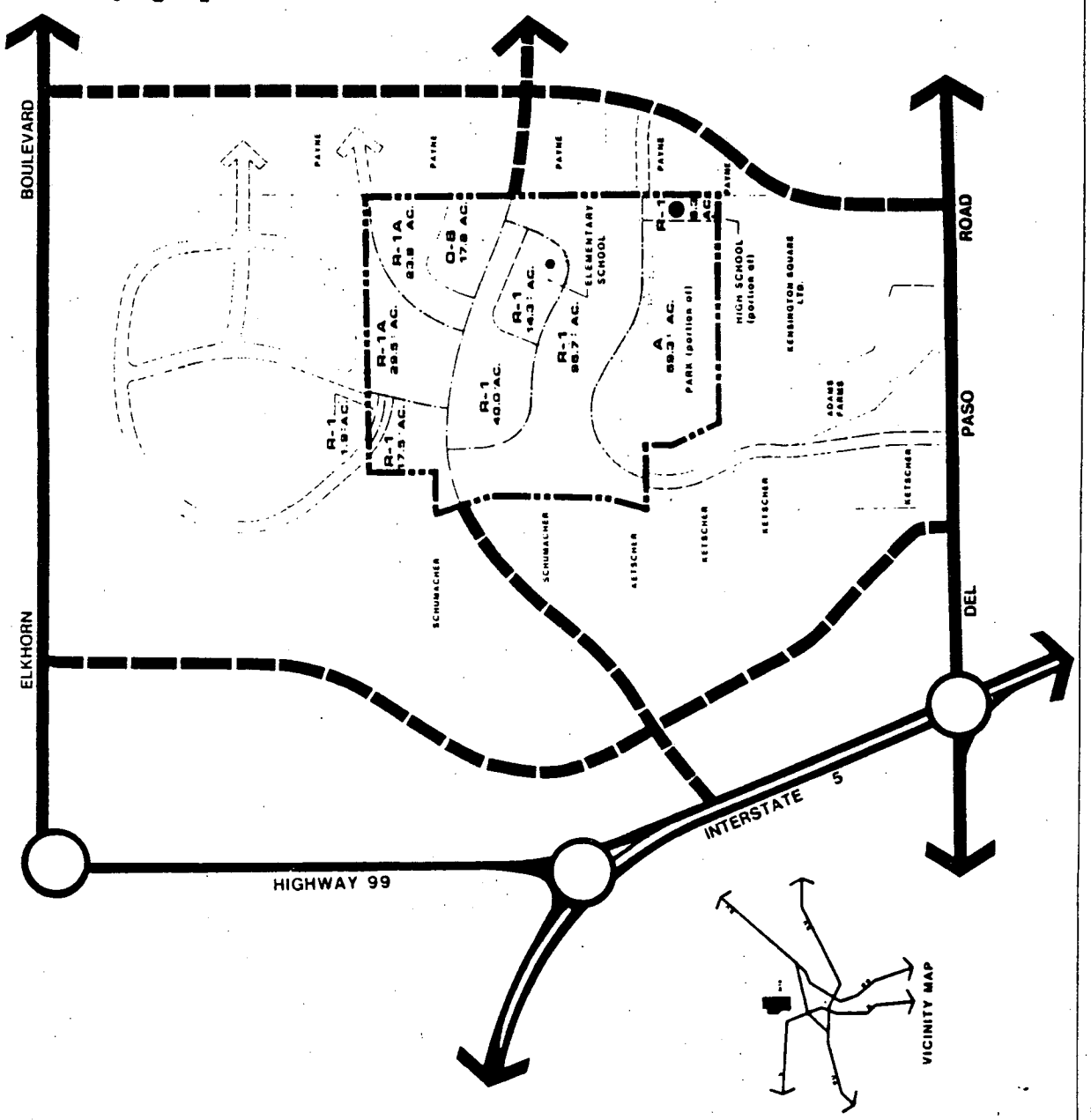
- PROPOSED FUTURE ARTERIAL ALIGNMENT



THE BOHN CORPORATION
8950 VENTURE OAKS WAY
SACRAMENTO, CA. 95823
(916) 685-9660

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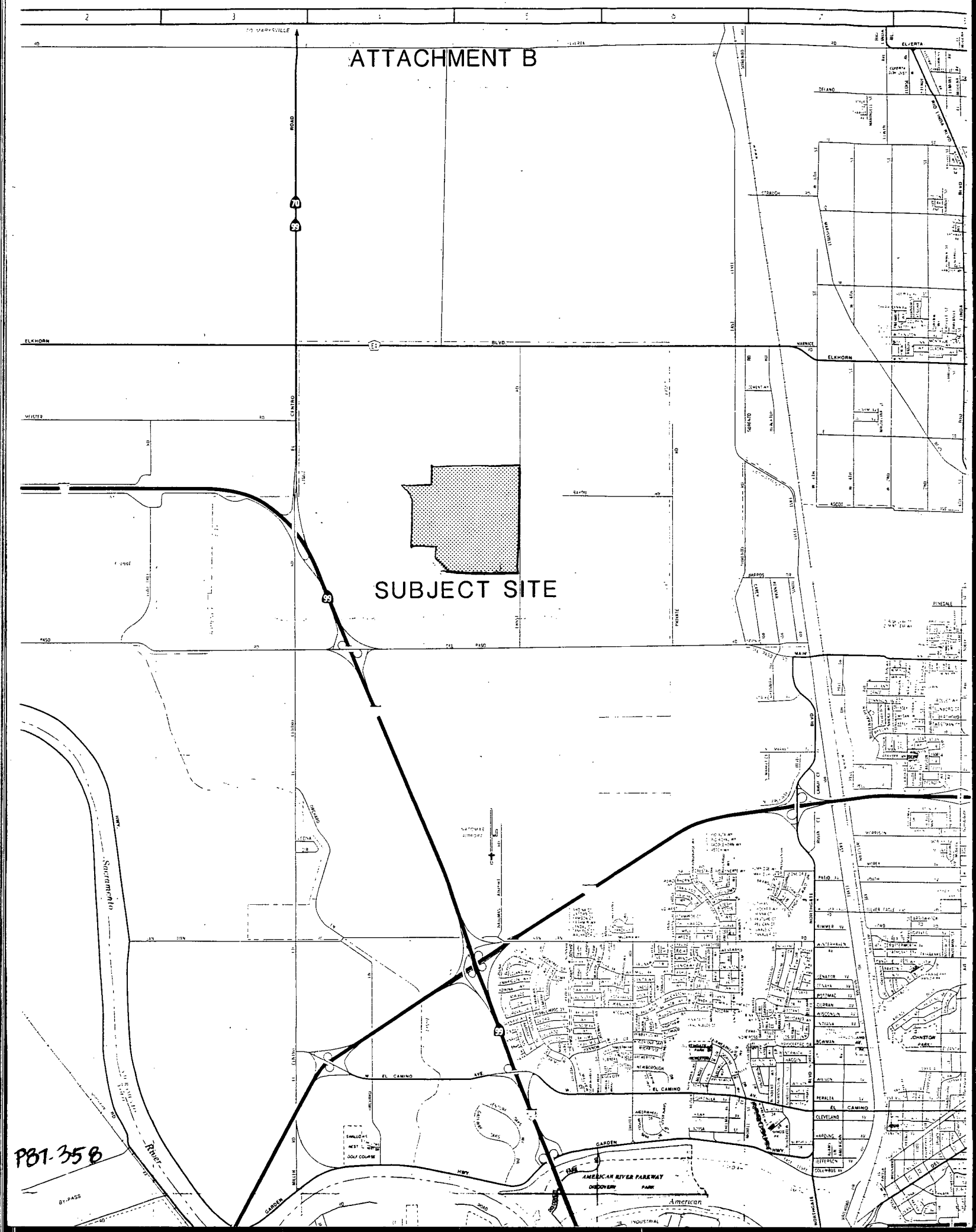
ATTACHMENT B



Rezone Exhibit

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Adams Farms

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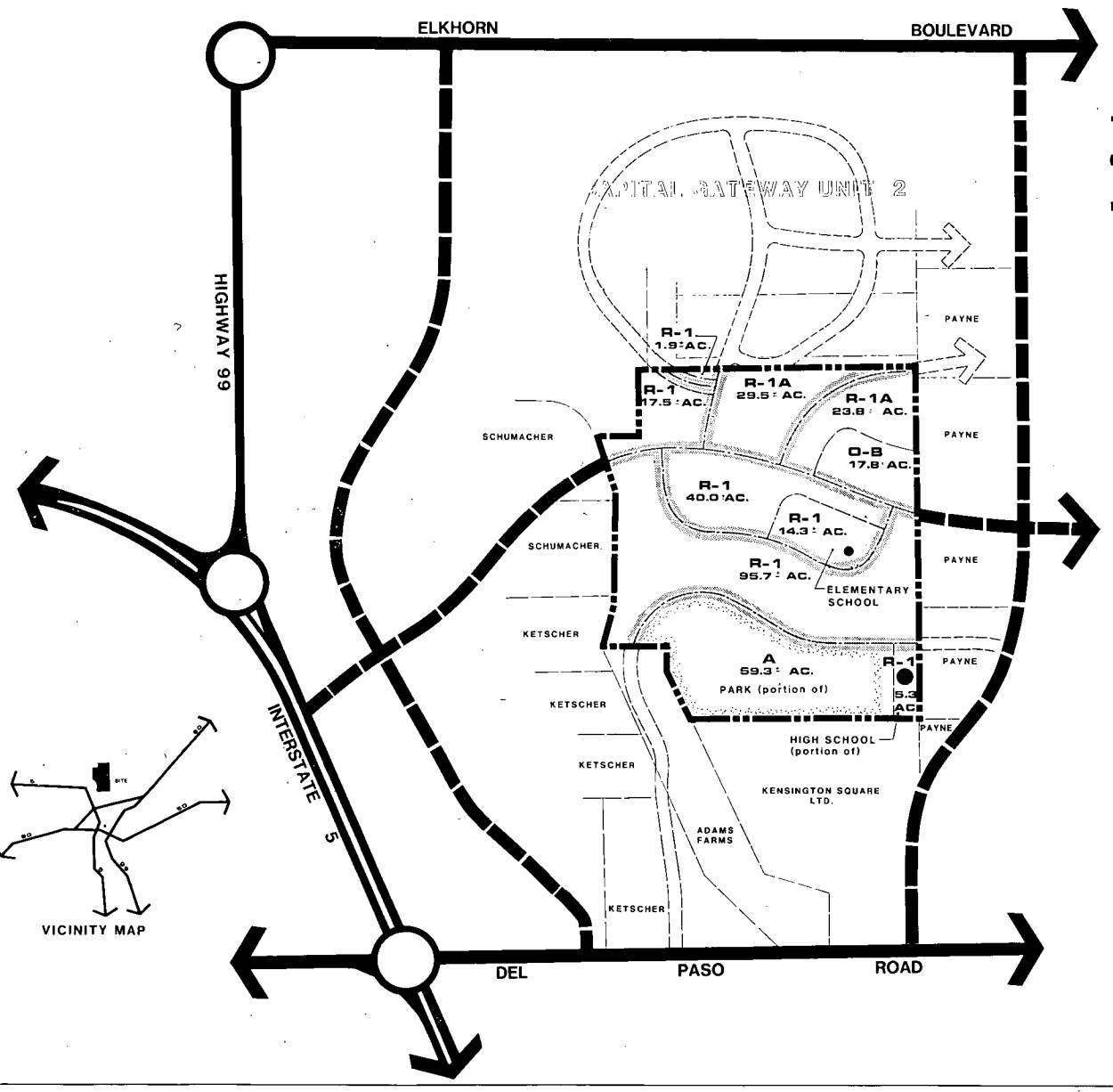

VICINITY MAP

LEGEND

- HIGH SCHOOL (portion of)
- ELEMENTARY SCHOOL
- PARK
- I.O.D. FOR PROPOSED ROADS
- PROPOSED FUTURE COLLECTOR ALIGNMENT
- PROPOSED FUTURE ARTERIAL ALIGNMENT

RECORD OWNER:

ADAMS FARMS
3600 POWER INN ROAD
SACRAMENTO, CA. 95826

ENGINEER:

THE SPINK CORPORATION
2590 VENTURE OAKS WAY
SACRAMENTO, CA. 95833

EXISTING USE AND ZONE:

AGRICULTURE; A

PROPOSED ZONE:

R-1, R-1A, O-B, &

ACREAGE - TOTAL GROSS:

305.1± AC.

APN:

201-0300-065
201-0310-008 & 021
225-0040-018, 021, & 025

WATER SUPPLY:

CITY OF SACRAMENTO

SEWAGE DISPOSAL:

CITY OF SACRAMENTO

PROPOSED IMPROVEMENTS:

CITY OF SACRAMENTO STANDARDS

PRIOR APPROVALS:

SEE NORTH NATOMAS COMMUNITY PLAN

SEE CAPITAL GATEWAY UNIT NO. 2

600 300 0 600 1200 1800

THE SPINK CORPORATION
2590 VENTURE OAKS WAY
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(916) 925-5560

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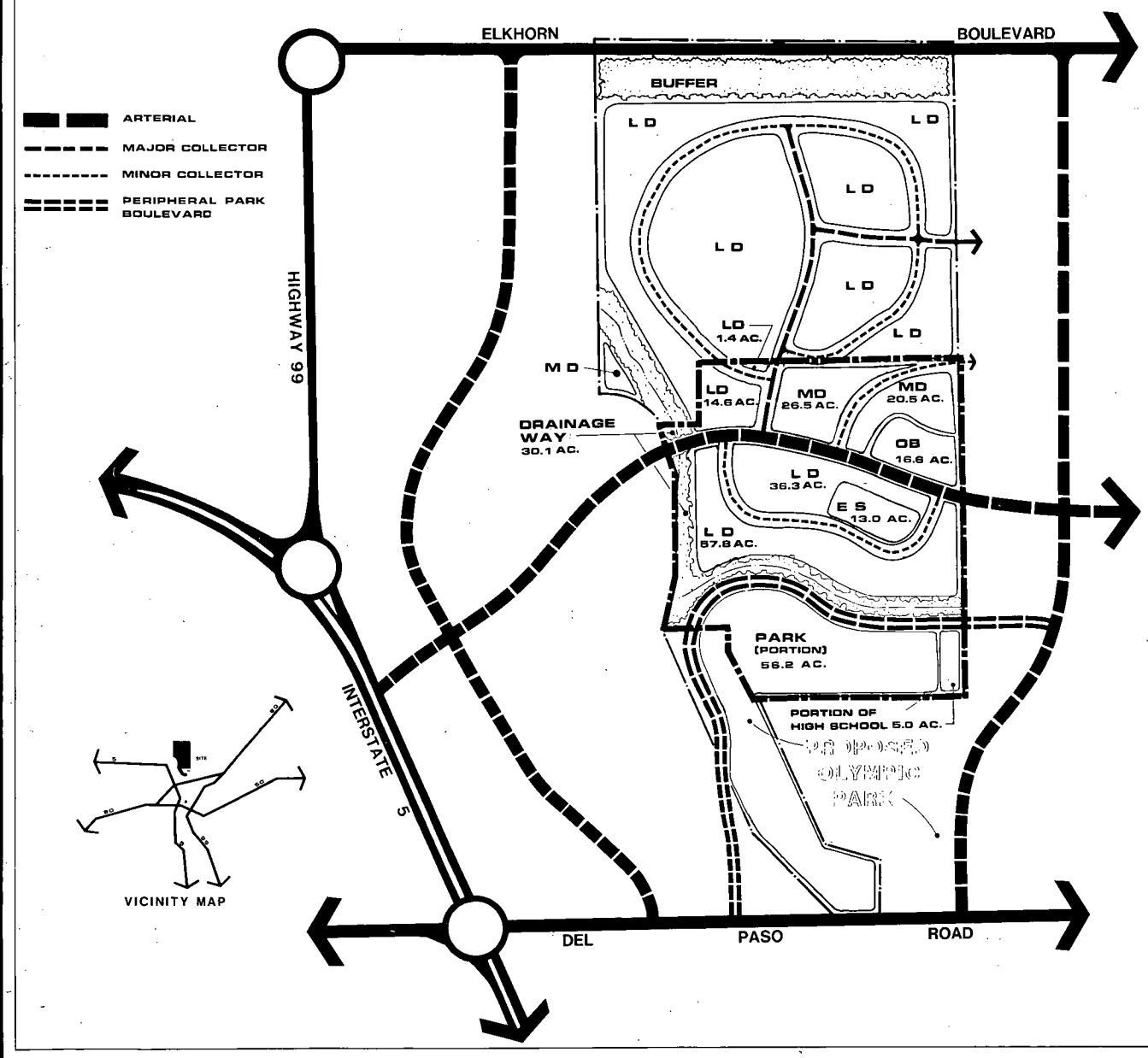

Land Use Exhibit

A PORTION OF

Adams Farms

CITY OF SACRAMENTO, CALIFORNIA

SEPTEMBER, 1986

REVISED: JULY, 1987
JULY 27, 1987

LATEST REVISION:
SEPTEMBER 28, 1987

LAND USE		GROSS ACRES	DENSITY	DWELLING UNITS
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GREENBELT BUFFER		0 AC.		
STREETS		27.1 AC.		
TOTALS		305.1 AC.		1334 UNITS

600 300 0 600 1200 1800

THE SPINK CORPORATION
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(916) 444-8170
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EXHIBIT A

Description of the Subject Properties and Ownership Thereof

All those lands in the City of Sacramento, County of Sacramento, State of California, described as follows:

PARCEL NO. 1:

Lot 85 of Natomas Central Subdivision, according to the Official Plat thereof, filed in the office of the Recorder of Sacramento County, California, on September 18, 1920, in Book 16 of Maps, Map No. 3.

PARCEL NO. 2:

All that portion of Lot 104 of Natomas Central Subdivision, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California on September 18, 1920 in Book 16 of Maps, Map No. 3, described as follows:

> Beginning at the Southeast corner of said Lot 104, thence along the South line of said Lot 104, West 713.34 feet to the Southwest corner of said Lot 104; thence along the West line of said Lot 104, North 68.10 feet; thence on a curve of 282.31 feet concave to the West, with a radius of 593.69 feet; thence North 27°15' West 405.26 feet; thence East 964.57 feet to the center line of a canal reservation and the East line of said Lot 104; thence along the East line of said Lot 104; South 700.70 feet to the point of beginning.

PARCEL NO. 3:

Lots 78 and 79 as shown on the Plat of Natomas Central Subdivision, recorded on September 18, 1920 in Book 16 of Maps, Map No. 3, records of Sacramento County.

PARCEL NO. 4:

Lot 107 and all that portion of Lots 104 and 106 of Natomas Central Subdivision, according to the official plat thereof filed in the office of the Recorder of Sacramento County, California on September 18, 1920, in Book 16 of Maps, Map No. 3, described as follows:

> Beginning at the Southeast corner of said Lot 107, being in the centerline of Ernst Road; thence along the South line of said Lot 107, North 700.24; thence West 353.36 feet; thence North 724.42 feet; thence East 3155.06 feet to the East line of said Lot 106, and the centerline of Ernst Road; thence; along the center line of Ernst Road, and the Eastline of Lots 106 and 107 South 1424.66 to the point of beginning.

PARCEL NO. 5:

Lot 84 of Natomas Central Subdivision, according to the Official plat thereof, filed in the Office of the Recorder of Sacramento County, California, on September 18, 1920, in Book 16 of Maps, Map No. 3.

(APN Nos. 201-0300-055, 225-0040-018, 225-0040-025, 201-0310-008, 201-0310-021, 225-0040-021).

Title to all of the above parcels is vested in Adams Farms, a California General Partnership.

EXHIBIT B

NORTH NATOMAS DEVELOPMENT GUIDELINES

TABLE OF CONTENTS

Adopted December 1986 (M86-099)
Revised July 16, 1987 (M87-080)

NORTH NATOMAS DEVELOPMENT GUIDELINES

I. STATEMENT OF PURPOSE AND INTENT

The purpose of the development guidelines is to implement the urban design concepts of the 1986 North Natomas Community Plan. The guidelines which address building, occupancy, landscape, signage and environmental standards, will encourage development that creates a distinctive, well balanced community in which to live and work. Each development shall meet the following objectives.

1. To assure that development supports the urban design concepts of the North Natomas Community Plan goals, objectives and policies.

2. To preserve and enhance the aesthetic values throughout the plan area.

3. To minimize congestion due to vehicular and pedestrian circulation within the plan area.

4. To promote public health, safety, comfort, convenience and general welfare.

Any amendments to the Development Guidelines can only become effective upon approval by the Planning Commission of the City of Sacramento and must be consistent with the North Natomas Community Plan.

II. PROCEDURES FOR APPROVAL

Development of parcels in North Natomas is subject to the adoption of a schematic plan and the establishment of a PUD in accordance with Section 8 of the City Zoning Ordinance.

III. OCCUPANCY AND BUILDING STANDARDS

The purpose of this section is to define allowed uses and to establish design and development standards for each land use designation identified in the North Natomas Community Plan.

A. Light Industrial

No building, structure or land shall be used and no building or structure shall be erected, structurally altered, enlarged or maintained, except for the following:

1. **Permitted Uses**. Uses primarily engaged in the fabrication, manufacturing, assembly or processing of materials that for the most part are already in processed form and which do not in their maintenance, assembly, manufacture or plant operation create smoke,

gas, odor, dust, noise or other objectionable influences which might be obnoxious to persons conducting business or residing in the surrounding areas. The warehousing and distribution of goods and equipment shall be allowed.

Office uses, when incidental to a primary use, shall be allowed pursuant to the Industrial Park (MIP) zone.

Restaurants and Childrens Day Care Centers shall be permitted to serve employees of the industrial park and surrounding industrial parks.

Employee recreational, dining and child day care uses shall be allowed as accessory uses to the primary use when established solely for the convenience of the employees. Such accessory uses shall be located internally and have no direct access from outside of the main structure.

2. **Density**. Maximum density is 11,000 gross building sq/ft per net acre in accordance with the adopted North Natomas Community Plan.

3. **Setbacks**

   a. The following are minimum building and landscape setbacks.

	BUILDING SETBACKS	LANDSCAPE SETBACKS
I-80 Freeway (measured from the exterior right-of-way line)	100*	50-150**
Freeway on/off ramp	50'	50'
Del Paso Road	150'	75'
Northgate Boulevard, North Market, Natomas Loop Road, Unnamed 4 lane divided major street	50'	50'

* no structure shall locate within the landscape setback
** undulating landscaped corridor required

b. When abutting a residentially designated, zoned or used property, the abutting yard shall be at least 150 feet and the landscaped setback shall be 75 feet. The common boundary between the Industrial Park and the residential use shall be demarcated by a minimum six foot high solid masonry wall to be constructed on the Industrial Park property at the time of development. If the elevation of the residential property is above that of the industrial property, a higher wall may be required.

c. Setbacks adjacent to future streets not depicted on the North Natomas Community Plan shall be established with each specific PUD.

4. **Landscape Coverage**. The minimum landscape coverage shall be 15 percent for property within the PUD or for any project within the PUD.

5. **Height**. The maximum building height shall be 40 feet. An additional 10 feet shall be permitted to accommodate a mechanical penthouse.

6. **Parking**. Parking shall be in conformance with the parking standards set forth in the City Zoning Ordinance or as specified in the specific PUD.

B. **Manufacturing, Research and Development**

1. **Permitted Uses**. Uses primarily engaged in research and development (R&D) activities, including research and development laboratories and facilities and compatible light manufacturing. All other uses as defined in Section 2.7 of the City Zoning Ordinance.

   Uses primarily engaged in manufacture, assembly, testing and repair of components, devices, equipment, systems and parts. All other uses as defined in Section 2.7 of the City Zoning Ordinance.

   Offices, both primary and incidental to MRD uses, shall be allowed, provided that the square footage of development devoted to offices shall not exceed 50 percent in the MRD-50 and 20 percent in the MRD-20 of the total square footage of development approved for all property in the Planned Unit Development.

   All other uses as defined in Section 2.7 of the City Zoning Ordinance.

2. **Density**. Maximum densities for MRD-50 and MRD-20 are 15,750 gross building sq/ft per net acre and 12,750 gross building sq/ft per net acre respectively in accordance with the adopted North Natomas Community Plan, irrespective of land use.

3. **Setbacks**

   a. The following are minimum building and landscape setbacks.

	BUILDING SETBACKS	LANDSCAPE SETBACKS
I-5/I-80 Freeways (measured from exterior right-of-way line)	100'*	50-150'**
Freeway on/off ramps	50'	50'
All major streets depicted on North Natomas Community Plan Map	50'	50'

* no structures shall locate within the landscape setback

** undulating landscaped corridor required

   b. Buildings abutting a residentially designated zone or used parcel shall be setback at least 75 feet and a solid masonry wall of not less than six feet in height shall be constructed. Landscaping shall be as defined in Section 2.7 of the City Zoning Ordinance.

   c. Setbacks adjacent to future streets not depicted on the North Natomas Community Plan shall be established with each specific PUD.

4. **Landscape Coverage** The minimum landscape coverage in the manufacturing, research and development zone shall be 20 percent and in the Office Building zone shall be 25 percent for property within the PUD or for any project within the PUD. The minimum landscape coverage for single story structures in the office zone shall be 20 percent. Landscaping within the I-5 and I-80 Scenic Corridors does not count toward the minimum landscape coverage requirement.

5. **Building Height**

a. The following are maximum building heights.

USE	HEIGHT
Manufacturing, Research and Development zone	40'
Office Building zone	65'

b. Structures located in the MRD zone within 100 feet of residentially designated, zoned or used land shall not exceed 25 feet in height.

c. If a mechanical penthouse is provided an additional 10 feet shall be permitted to accommodate the mechanical penthouse.

6. **Building Design**. The office building shall provide interesting architectural design, shape and form in order to create visual interest. Rectangular box-like structures are not allowed. All elevations shall have quality exterior construction materials.

7. **Parking**. Parking shall be in conformance with the parking standards set forth in the City Zoning Ordinance or as specified in the specific PUD.

C. **Office/Business**

1. **Permitted Uses**. Neighborhood personal service offices such as medical, dental, insurance, real estate, and similar professional offices are allowed.

2. **Density**. Maximum density is 16,500 gross building sq/ft per net acre in accordance with the adopted North Natomas Community Plan.

3. **Setbacks**

a. The following are minimum building and landscape setbacks.

	BUILDING SETBACKS	LANDSCAPE SETBACKS
Del Paso Road/ East Commerce Way and Natomas Loop Road	50'	25'

b. Setbacks adjacent to future streets not depicted on the North Natomas Community Plan shall be established with each specific PUD.

4. **Landscape Coverage**. The minimum landscape coverage shall be 25 percent except that the minimum landscape coverage for single story structures shall be 20 percent. The landscape coverage shall apply for property within the PUD or for any project within the PUD.

5. **Height**. The maximum building height shall be 35 feet.

6. **Parking**. Parking shall be in conformance with the parking standards set forth in the City Zoning Ordinance or as specified in the specific PUD.

D. **Highway Commercial**

1. **Permitted Uses**. Uses primarily offering accommodations or services to traveling motorists. Restaurant, bar, hotel/motel and service station (including incidental convenience market) are allowed.

2. **Density**. Maximum density is 6,750 gross building sq/ft per net acre in accordance with the adopted North Natomas Community Plan; except that for a hotel/motel maximum building density shall be determined by meeting all other standards and regulations for highway commercial uses in the North Natomas Development Guidelines and by not exceeding maximum peak hour trips identified by the Institute of Traffic Engineers for uses identified in Section III.D.1 above.

3. **Setbacks**

a. The following are minimum building and landscape setbacks.

	BUILDING SETBACKS	LANDSCAPE SETBACKS
I-5/I-80 Freeways (measured from exterior right-of-way line)	100'*	50-150'**
Freeway on/off ramps	50'	50'

* no structure shall locate within the landscape setback
** undulating landscaped corridor required

b. Setbacks adjacent to future streets not depicted on the North Natomas Community Plan shall be established with each specific PUD.

4. **Landscape Coverage**. The minimum landscape coverage shall be 15 percent for property within the PUD or for any project within the PUD. The minimum landscape coverage shall be 25 percent for hotel buildings exceeding 35 feet in height.

5. **Height**. The maximum building height shall be 35 feet; except that for hotels, the maximum building height shall be 65 feet.

6. **Building Design**. The hotel structure shall provide interesting architectural design, shape and form in order to create visual interest. Rectangular box-like structures are not allowed. All elevations shall have quality exterior construction materials.

7. **Parking**. Parking shall be in conformance with the parking standards set forth in the City Zoning Ordinance or as specified in the specific PUD.

E. **Community Commercial**

1. **Permitted Uses**. Uses providing comparison shopping goods and convenience items including variety clothing stores, small furniture and appliance stores, florists, jewelry stores, and entertainment places. The leading tenant is a junior department store, large variety store or discount store.

2. **Density**. Maximum density is 9,000 gross building sq/ft per net acre in accordance with the North Natomas Community Plan.

3. **Setbacks**

a. The following are minimum building and landscape setbacks.

	BUILDING SETBACKS	LANDSCAPE SETBACKS
Del Paso Road/Truxel Road, Natomas Loop Road/ Truxel Road, West Commerce Way/ Natomas Loop Road	50'	25'

b. Setbacks adjacent to future streets not depicted on the North Natomas Community Plan shall be established with each specific PUD.

4. **Landscape Coverage**. The minimum landscape coverage shall be 20 percent for property within the PUD or for any project within the PUD.

5. **Height**. The maximum building height shall be 35 feet.

6. **Parking**. Parking shall be in conformance with the parking standards set forth in the City Zoning Ordinance or as specified in the specific PUD.

F. **Neighborhood Commercial and Neighborhood Convenience**

1. **Permitted Uses**. Uses permitted in Neighborhood Commercial facilities meet the daily shopping needs of an immediate neighborhood area, offering the full range of convenience goods. The leading tenant is usually a large grocery store or drug store.

   Uses permitted in Neighborhood Convenience shopping centers provide day-to-day shopping needs of an immediate neighborhood. These uses consist of small grocery stores, pharmacies or other convenience services.

2. **Density**. Maximum density is 9,000 gross building sq/ft per net acre in accordance with the North Natomas Community Plan.

3. **Setbacks**

   a. The following are minimum building and landscape setbacks.

	BUILDING SETBACKS	LANDSCAPE SETBACKS
San Juan Road, Natomas Loop Road, North Market Blvd	50'	25'

   b. Setbacks adjacent to future streets not depicted on the North Natomas Community Plan shall be established with each specific PUD.

4. **Landscape Coverage**. The minimum landscape coverage shall be 20 percent for property within the PUD or for any project within the PUD.

5. **Height**. The maximum building height shall be 35 feet.

6. **Parking**. Parking shall be in conformance with the parking standards set forth in the City Zoning Ordinance or as specified by the specific PUD.

G. Sports Complex

1. **Permitted Uses**. Sports arena and stadium allowing activities such as sporting events and/or exhibitions, trade shows involving the exchange of information regarding natural or man-made products or services, amusements, entertainment and public diversions and conventions related to the assembly of people.

2. **Density**. Minimum permanent seating capacity of the sports arena shall be 15,000 seats. Minimum permanent seating capacity of the stadium shall be 35,000 seats.

3. **Setbacks**

a. The following are minimum building and landscape setbacks.

	BUILDING SETBACKS	LANDSCAPE SETBACKS
Arena	1000'*	25'
Stadium	1000'*	25'
Accessory Structures**	300'*	25'

* Minimum setback from all public streets
** Setbacks from private streets shall be determined by the Planning Director

4. **Height**

a. The following are maximum building/structure heights.

USE	HEIGHT
Arena	100'
Stadium	100'
Accessory structures	35'

5. **Parking**. One automobile parking space for every 3.8 seats or as specified in the specific PUD.

IV. ENVIRONMENTAL STANDARDS

A. General

All buildings, structures, paved areas and building materials, color schemes and landscape elements in a Planned Unit Development shall be designed and constructed so as to create a desirable environment for the intended use and relate harmoniously to other site structures and elements.

B. Landscaping

1. **General**. Natural groundcovers with permanent automatic irrigation interspersed with tree plantings will tie together the individual elements throughout the project. All landscaping referred to in this section shall be maintained in a neat and orderly fashion.

2. **Planting Types**. All trees, shrubs and groundcover planting types shall conform to the Parks and Community Services plant list standards unless an alternative type is approved by the Director of Community Services or his designee. A plant list for a specific PUD shall be approved by the Planning Director prior to the submittal of the first special permit application to the Planning Division.

3. **Setbacks Adjacent to Public Right-of-Way and Private Drives**. For the purpose of providing screening of parking lots from the roadways, the abutting frontages shall have landscaped undulating berms. The height of the berms shall be determined with each special permit. The berms shall be landscaped with predominantly evergreen trees, shrubs and groundcover, but shall conform to standard requirements regarding site distances and other public-safety concerns related to public streets.

4. **Irrigation**. All landscaped areas shall be irrigated with timed permanent automatic underground systems.

5. **Surfaced Parking Lots**. Trees shall be planted and maintained throughout the surfaced parking lot to insure that within 15 years after the establishment of the parking lot, at least 50 percent of the parking area will be shaded at noon on August 21st.

6. **Approval of Landscaped Plans**. Project special permit approvals shall be subject to submittal of detailed landscape and irrigation plans for review and approval of staff prior to issuance of a building permit. A tree shading diagram shall be submitted with each building permit application for the review and approval of the Director of Community Services or his designee.

7. **Front and Street Side Yard Setback Area**. Landscaping in these areas shall consist of an effective combination of trees, groundcover and shrubbery.

8. **Side and Rear Yard Setback Area**. All unpaved areas not utilized for parking and storage shall be landscaped utilizing groundcover and/or shrubbery and tree material. Undeveloped areas proposed for future expansion shall be maintained in a reasonably weed free condition but need not be landscaped.

   Boundary landscaping is required on all interior property lines with a minimum of four feet on each property. Said boundary landscaping areas shall be placed along the entire breadth of these property lines or be of sufficient length to accommodate the required number of trees. In addition to trees, the boundary landscaping areas shall be landscaped with shrubbery and groundcover.

9. **Installation of Landscaping**. Prior to the issuance of any temporary or final occupancy permits, each project's landscaping, including permanent automatic irrigation system, shall either be installed or security, in a form satisfactory to the City, shall be posted to insure installation as soon as climatically possible after occupancy. Plants shall be varied in size: one and five gallon shrubs and 5 and 15 gallon and 24 inch box trees.

   The PUD plant list, examples of acceptable design treatment such as berming and screening, and typical street corner treatments shall be submitted by the applicant and reviewed and approved by the Planning Director prior to submittal of the first special permit application in the Specific PUD.

C. **Pedestrian Circulation**

Primary and secondary walkways shall be designed indicating a relationship with street access, bus stops, parking areas, adjacent structures, abutting properties through the boundary landscaping. Both walkways and bikeways shall be designed with pedestrian health and safety in mind. Pedestrian walkways and bikeways shall be landscaped to provide shade in the summer.

D. **Parking Requirements**

1. Adequate off-street parking shall be provided to accommodate all parking needs of the site. The intent is to eliminate the need for any on-street parking.

2. Curbs, walls, decorative fences with effective landscaping or similar barrier devices shall be located along the perimeter of parking lots and enclosed storage areas except at entrances and exits indicated on approved parking plans. Such barriers shall be designated and located to prevent parking vehicles from extending beyond property lines of parking lots or into yard spaces where parking is prohibited and to protect public right-of-way and adjoining properties from damaging effects of surface drainage from parking lots.

3. All public streets shall be posted with "no parking" signs.

4. No on-street parking shall be allowed along major streets depicted on the North Natomas Community Plan map.

5. Minimum stall dimensions shall correspond to standards provided in the City Zoning Ordinance except that the front two feet of all stalls, the area into which the vehicle bumper overhangs, shall be incorporated into the adjacent landscape or walkway improvements resulting in a net decrease of two feet of the required surfaced depth of the parking stall and a minimum net increase of two feet in width of the landscaped planter. No individual prefabricated wheel stop shall be permitted. A continuous six-inch raised concrete curb shall be provided along all landscaped areas abutting parking or drives.

6. Maximum of 30 percent of all vehicle parking spaces may be compact spaces.

7. Adequate handicapped parking spaces shall be provided per State Building Code requirements.

8. Curbs and drives shall be constructed in accordance with the latest requirements of the City of Sacramento.

9. Carpooling and vanpooling is encouraged for each Manufacturing, Research and Development and Light Industrial use and shall be addressed in the special permit application for each development.

10. Of the parking spaces provided, carpool, vanpool and bicycle parking spaces shall be located closest to the employee entrances to the buildings.

11. All spaces for bicycles shall be subject to the standards in Section 6.G.1. of the City Zoning Ordinance.

E. **Exterior Site Lighting**

1. Lighting shall be designed in such a manner as to provide safety and comfort for occupants of the development and the general public, in accordance with current City of Sacramento requirements.

2. Lighting design shall be such as not to produce hazardous and annoying glare to motorists and building occupants, adjacent residents or the general public.

3. Lighting shall be oriented away from the properties adjacent to the PUD.

4. Exterior lighting fixtures shall be similar and compatible throughout the PUD.

5. The minimum lighting intensities, in foot-candles, shall be as follows:

Entrance Driveways:	3 foot-candles
Loading Docks:	10 foot-candles
Parking Areas:	1 foot-candles

F. **Performance Standards**

1. **Purpose and Intent**. It is the intent of these restrictions to prevent any use in a PUD which may create dangerous, injurious, noxious or otherwise objectionable conditions.

2. **Nuisances**. No nuisance shall be permitted to exist in the project site. The term "nuisance" shall include, but not be limited to, any use which:

   a. Emits dust, sweepings, dirt, fumes, odors, gases or other substances into the atmosphere which may adversely affect the health, safety or welfare of persons working at the employment centers or residing in adjacent neighborhoods.

   b. Discharges of liquid or solid wastes or other harmful matter into any stream, river or other body of water which may adversely affect the health, safety or welfare of those working at the employment center or residing in adjacent neighborhoods.

   c. Exceeds permissible noise levels as established by the City of Sacramento.

   d. Stores hazardous or toxic materials on-site unless in compliance with all applicable governmental regulations.

3. **Hazardous Materials**

   Industries that use solvents and/or other toxic or hazardous materials shall be sited in concentrated locations and shall be required to present Hazardous Substance Management Plans for the review and approval of the City Fire Chief prior to final building inspection. The plans shall demonstrate that adequate safety precautions have been taken for the storage and handling of hazardous materials and/or wastes, including:

   - o Proper on-site management
   - o Proper transportation
   - o Properly designed and outfitted disposal facilities
   - o Source reductions and recovery
   - o Measures to prevent hazardous wastes from entering sanitary sewers
   - o Programs to reduce spills of hazardous substances during transport

All buildings or structures containing hazardous materials shall be labeled at all doorways with easy to read signs that provide emergency response teams with information on the hazardous contents of the building or structure, and proper containment procedures. Labeling should be based on existing systems (such as the National Fire Protection Association 704 System) and approved by the City Fire Department.

G. **Exterior Wall Materials**

1. Finished building materials shall be applied to all sides of a building, including trash enclosures and mechanical and communications equipment screens.

2. Tilt-up concrete construction technique shall be allowed only if full compliance with all of the other conditions of the guidelines are maintained.

3. Exposed concrete block shall not be acceptable for exterior surfaces. The intent is not to preclude such concrete block construction as split face block, texture block, slump stone, or other similar material.

4. The effect of exterior wall materials shall be compatible with those used on all other buildings in the development. Examples of acceptable exterior wall materials are stucco, concrete, wood, glass, metals and brick.

H. **Colors**

1. Building colors shall be harmonious and compatible with the colors of other buildings in the development and with the natural surroundings.

2. The general overall atmosphere of color shall be earth tones, which includes muted shades of gray and medium to dark tones of burnt umber, raw umber, raw sienna, burnt sienna, Indian red, English red, yellow ocher, chrome green and terra verts. Redwood, natural stone, brick, dark duranodic aluminum finishes, etc., shall be background colors. If painted surfaces are used, these shall be earth toned. Accent colors shall be used whenever necessary.

I. Energy Conservation Standards

1. **Purpose and Intent**. The purpose of these energy conservation standards is to set forth cost-effective energy saving measures which shall be incorporated into building design.

2. **Standards**.

   a. Buildings shall be designed to meet current State and Federal energy requirements at the time of construction.

   b. Buildings shall be oriented to accommodate bus, carpool, vanpool, bicycle, and walkways to encourage TSM measures.

   c. Landscaping shall be designed to shade structure, walks, streets, drives and parking area so as to minimize surface heat gain and shall at a minimum comply with all current City of Sacramento standards.

   d. Site design shall take into consideration thermal and glare impact of construction materials on adjacent structures, vegetation and roadways.

   e. Outdoor lighting should be designed to provide the minimum level of site lighting commensurate with site security.

J. Temporary Structures

1. Temporary structures, including but not limited to trailers, mobile homes and other structures not affixed to the ground, are permitted only during construction and shall be removed promptly upon completion of the permanent building.

2. Such structures shall be as inconspicuous as possible and shall cause no inconvenience to the general public.

K. Loading Facilities

Loading facilities shall conform to the provisions of Section 6.B of the City Zoning Ordinance and shall be provided and maintained on the same parcel which they are intended to serve.

1. Loading facilities shall be designed as an integral part of the building which they serve, and shall be located in the most inconspicuous manner possible.

2. No loading facility, including incidental parking and maneuvering areas shall extend into any required minimum yard setbacks established by the specific PUD Development Guidelines.

3. Loading areas shall not be located within the yard area abutting or across the street from residentially designated, zoned or used property.

L. Outside Storage

1. Light Industrial

No outside storage is permitted, except that;

Company vehicles incidental to the primary use shall be allowed to park outside provided that the vehicles shall be screened by a solid masonry wall no less than six feet in height or by equivalent screening using landscaping and earth berms so that no vehicles are visible from any adjacent public streets.

2. Manufacturing, Research and Development

With regard to the uses defined in Section 2.7.B.2.a. and b. of the Zoning Ordinance, open storage of materials, goods, parts and equipment, including company owner or operated trucks and other motor vehicles, is allowed only as an accessory use incidental to the primary use of the parcel, provided that all such activities shall be screened by a solid masonry wall no less than six (6) feet in height or by equivalent screening using landscaping and earth berms so that no stored materials, goods, parts or equipment are visible from any adjacent public streets.

With regard to uses in the Office Building (OB) zone, no open-air storage of materials, supplies, equipment, mobile equipment, finished or semi-finished products or articles of any nature shall be allowed. No outside storage of overnight delivery trucks or fleet vehicles shall be permitted. Storage is to be inside structures.

3. **Office/Business and Commercial Uses**

No open-air storage of materials, supplies, equipment, mobile equipment, finished or semi-finished products or articles of any nature shall be allowed. No outside storage of overnight delivery trucks or fleet vehicles shall be permitted. Storage is to be inside structure.

M. **Garbage Services/Trash Enclosures**

1. These facilities shall not create a nuisance and shall be located in the most inconspicuous manner possible.

2. All exterior garbage and refuse facilities shall be concealed by a screening wall no less than 6 feet high with a material similar to and compatible with the building(s) it serves.

3. Such facilities shall relate appropriately to the building(s) and shall not be obtrusive in any way or detract from the building design theme.

4. Such facilities shall not be located adjacent to residentially designated, zoned or used property.

5. When an enclosed trash storage area can be viewed from above, the top shall be trellised or roofed.

N. **Utility Connections, Mechanical Equipment and Communications Equipment**

1. Mechanical and communications equipment, utility meters and storage tanks shall not be visible.

2. If concealment within the building is not possible, then such utility elements shall be concealed by screen walls, which shall be appropriately landscaped.

3. All utility lines shall be underground.

4. All mechanical equipment shall be located so as not to cause nuisance or discomfort from noise, fumes, odors, etc.

5. Penthouse and mechanical and communications equipment screening shall be of a design and material similar to and compatible with those used in the related buildings.

6. Mechanical equipment shall not be located adjacent to residences.

O. **Walkways and Courtyards**

Walkway and courtyard materials shall be compatible with the exterior wall materials of adjacent buildings and with walk and path system standards of the PUD. Surfaces shall have a non-skid finish. Layout and design shall provide maximum comfort and safety to pedestrians.

V. SIGN CRITERIA AND REGULATIONS

A. This criteria will aid in eliminating excessive and confusing sign displays, preserve and enhance the appearance of development in North Natomas, and will encourage signage, which, by good design is integrated with and is harmonious to the buildings and sites that it occupies. These sign regulations are intended to compliment the City of Sacramento Sign Ordinance No. 2868, Fourth Series.

B. **General Requirements**

1. A specific sign program shall be submitted with individual project special permit applications or to the City Planning staff if submitted subsequent to the City Planning Commission special permit hearing. The sign program shall include the number, size, materials and location of all attached and detached signs for the PUD or individual parcel.

   If the specific signage program is not known, the applicant shall designate a zone or alternative zones on the building facade(s) on which attached signage may be located and the location or alternative locations of detached signage. The Planning Commission shall approve the acceptable location(s) or zone(s) as part of the Special Permit.

2. In no case shall flashing, moving or audible signs be permitted.

3. In no case shall the wording of signs describe the products sold, prices, or any type of advertising except as part of the occupant's trade name or insignia. No signmakers' labels or other identification will be permitted.

4. No signs shall be permitted on canopy roofs or building roofs.

5. No sign or any portion thereof may project above the building or top of the wall upon which it is mounted.

6. No signs perpendicular to the face of the building shall be permitted.

7. No exposed bulb signs are permitted.

8. No off-site signage except for the sports complex shall be allowed.

9. The location of signs shall be only as shown on the approved special permit site plan.

10. All electrical signs shall bear the UL label and their installation must comply with all local building and electrical codes.

11. No exposed conduit, tubing, or raceways will be permitted.

12. No exposed neon lighting shall be used on signs, symbols, or decorative elements.

13. All conductors, transformers, and other equipment shall be concealed.

14. All sign fastenings, bolts, and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass, bronze or black iron.

15. All exterior letters or signs exposed to the weather shall be mounted at least three fourths inch (3/4") from the building to permit proper dirt and water drainage.

16. Lighting design shall not produce hazardous, annoying glare to motorists and building occupants, adjacent residents or the general public. Lighting shall be oriented away from the adjacent properties to the PUD.

C. **Special Signing**

1. Floor signs, such as inserts into terrazzo, special tile treatments, etc., will be permitted within the occupant's lease line or property line.

2. Informational and directional signs relating to pedestrian and vehicular flows within a PUD project area shall conform to the standards of the City of Sacramento Sign Ordinance.

3. One standard sign denoting the name of the project, the marketing agent, the contractor, architect, and engineer shall be permitted on the site upon the commencement of construction. Said sign shall be permitted until such a time as a final City inspection of the building(s) designate said structure(s) fit for occupancy or the tenant is occupying said building, whichever occurs first. These signs must be kept in good repair.

4. A sign advertising the sale or lease of the site or building shall be permitted, but shall not exceed a maximum area of six (6) square feet.

D. **Light Industrial**

1. **Designated Park Project Identification Sign**

a. One monument sign as defined by Section 3.250 of the City Sign Ordinance shall be allowed per designated industrial park. Directly illuminated signage is prohibited. Indirectly illuminated signage is subject to Planning staff review and approval.

b. Maximum area of sign: 40 square feet.

c. Maximum height of sign: five (5) feet measured at grade immediately behind the sidewalk.

d. Location: to be located at the major entry to the designated park. The sign may be placed in the setback area; however, it must be located farther than ten feet from the public right-of-way and from any driveway. No signs shall be allowed in the public right-of-way. No signage shall be oriented to or visible from the freeway.

2. **Detached Signage**

a. One monument sign as defined by Section 3.250 of the City Sign Ordinance shall be allowed per parcel. Directly illuminated signage is prohibited. Indirectly illuminated signage is subject to Planning staff review and approval.

b. Maximum area of sign: 40 square feet.

c. Maximum height: five (5) feet measured at grade immediately behind the sidewalk.

d. Location: to be located at the major entry/exit to the parcel. May be placed in the setback area; however, the sign must be located farther than ten feet from the public right-of-way and from any driveway. No signage shall be oriented to or visible from the freeway.

3. **Attached Signage**

a. One attached sign as defined by Section 3.250 of the City Sign Ordinance shall be allowed per tenant. Each sign and business name shall consist of individual raised letter type. No canned plastic signs are permitted.

b. Maximum area: total area of each sign shall not exceed 30 square feet; except that a building occupied by one tenant shall be allowed a maximum of sixty (60) square feet. Vertical height of sign or letters including logo shall not exceed two (2) feet.

c. Location: said sign shall be placed flat against the wall of the building in which the business is located. No signage shall be oriented to or be visible from the freeway.

E. Manufacturing, Research and Development

1. **Designated PUD Identification Sign**

a. One monument sign as defined by Section 3.250 of the City Sign Ordinance allowed per designated PUD. Directly illuminated signage is prohibited. Indirectly illuminated signage is subject to Planning staff review and approval.

b. Maximum area of sign: forty-eight square feet.

c. Maximum height: twelve (12) feet measured at grade immediately behind the sidewalk.

d. Location: to be located at the major entry/exit to the designated park. The sign may be placed in the setback area; however, it must be located farther than ten feet from the public right-of-way and from any driveway. No signs shall be allowed in the public right-of-way.

e. Design and materials shall be subject to Planning Director review and approval.

2. **Detached Signage**

a. One monument sign as defined by Section 3.250 of the City Sign Ordinance shall be allowed per parcel. Directly illuminated signage is prohibited. Indirectly illuminated signage is subject to Planning staff review and approval.

b. Maximum area of sign: 48 square feet.

c. Maximum height: Twelve (12) feet measured at grade immediately behind the sidewalk.

d. Location: to be located at the major entry/exit to the parcel. May be placed in the setback area; however, the sign must be located farther than ten feet from the public right-of-way and from any driveway.

3. **Attached Signage**

a. One attached sign as defined by Section 3.250 of the City Sign Ordinance per building.

b. Attached signage shall be permitted subject to the following requirements. The specific sign program shall be developed by a professional graphic artist or designer with demonstrated ability in sign design.

1) If the specific signage program is not known, the applicant shall designate a zone or alternative zones on the building facade(s) on which attached signage may be located and the location or alternative locations of detached signage. The Planning Commission shall approve the acceptable location(s) or zone(s) as part of the Special Permit.

2) A specific or conceptual location sign program shall be submitted with individual project Special Permit applications per Section II, Item 6 of these Guidelines.

3) Material, Construction and Design

a) Signs may be constructed of solid metal individual letters, marble, granite, ceramic tile or other comparable materials which convey a rich quality, complimentary to the material of the building exterior. Examples of acceptable metal materials are chrome, brass, stainless steel or fabricated sheet metal. Plastic or wood signs are specifically prohibited.

b) Individual solid metal letters shall be applied to the building face with a non-distinguishable background. Letters shall be pegged-out from the building face at least one and one-half (1 1/2) inches and be reverse pan channel construction in one of the following:

- o Fabricated aluminum letters with a polished chrome plated finish in fourteen (14) gauge aluminum with three (3) inch returns.
- o Fabricated polished brass letters with clear lacquer finish in fourteen (14) gauge brass plate with three (3) inch returns.
- o Fabricated sheet metal letters painted Dourandodic Bronze #313 or semi-gloss enamel in fourteen (14) gauge sheet metal with three (3) inch returns. If painted, only subdued hues or color tones may be used. Examples of such color tones are dark blue, rust, green, brown and black.

4. **Illumination**

a. Letters may be internally illuminated to create a halo back-lighted effect or non-illuminated. Internally illuminated letters shall be lighted with white neon tubing and thirty (30) milliamperes transformers.

b. Lighting shall not produce a glare on other properties in the vicinity and the source of light shall not be visible from adjacent property or a public street.

c. Internally lit plastic signs are prohibited.

5. **Location**

a. Signs must be attached to and parallel to a building face. A sign may not project above the wall on which it is located.

b. Signs may be located any where on face of building subject to 5 (c) and (d) below and may be oriented toward the freeway.

c. A sign may be located in the "upper signage area". "Upper signage area" shall be defined as the area bounded by the 1) top of the windows of the tallest floor of the building; 2) the building parapet line; and 3) the two vertical edges of the building face on which the sign is attached.

d. A sign may be located outside the "upper signage area" if in a sign zone approved as part of the building special permit.

6. **Wording and Logos**. A sign may consist of a company logo and/or a company name. No other wording is permitted.

7. If not specifically approved as part of the Special Permit for the building, the following types of signs shall require a Planning Director's Special Permit pursuant to Zoning Ordinance 15H.

a. Signs not located in the "upper signage area", as defined in subsection 5-c above.

b. Signs which use construction materials other than marble, granite, ceramic tile or individual solid metal letters pursuant to subsection 3b above.

8. **Maximum Signage**

a. A sign located in the "upper signage area" shall not exceed 10 percent of that area.

b. The length of a sign shall not exceed 30 percent of the length of linear building face on which the sign is affixed.

c. A sign located below the second floor windows shall not exceed 50 square feet.

d. In a scale consistent with (a), (b), and (c) above, the Planning Director shall determine the maximum size of the following types of signs:

i) Signs located other than as specified in (a) and (c) above.

ii) Signs located on buildings with a unique or unusual architectural design.

F. **Office/Business**

1. Detached PUD Identification Sign

a. One monument sign as defined by Section 3.250 of the City Sign Ordinance

b. Maximum area of sign: sixteen (16) square feet

c. Maximum height: six (6) feet measured at grade immediately behind the sidewalk.

d. Location: to be located at the major entry to the designated PUD. The sign may be placed in the setback area; however, it must be located farther than ten feet from the public right-of-way and from any driveway. No signs shall be allowed in the public right-of-way.

2. Attached Signage

a. If client access is from the interior of the building, no attached signage shall be allowed.

b. If client access is from the exterior of the building, the following attached signage shall be allowed:

1) One attached sign indicating only the name and nature for each occupancy.

2) Maximum area: The total area for all such signs shall not exceed one square foot of sign area for each front foot of building occupancy.

3) Attached signs shall not exceed the following specifications:

   a) The horizontal dimension of signs shall not exceed 50 percent of the building frontage nor be greater than 25 feet, whichever is less.

   b) The total area of any one sign shall be no greater than 10 percent of the total area of the building face to which it is attached or 100 square feet, whichever is less.

4) Location: The attached sign shall be flat against the building or designed as part of an architectural feature.

G. Community Commercial, Neighborhood Commercial and Neighborhood Convenience

1. Designated Shopping Center Identification Sign

a. One monument sign as defined by Section 3.250 of the City Sign Ordinance for each Community Commercial and Neighborhood Commercial Shopping Center. Monument signs shall not be allowed in the Neighborhood Convenience Shopping Center.

b. Maximum area of sign:

Community Commercial	Neighborhood Commercial
48 square feet	36 square feet

c. Maximum height:

Community Commercial	Neighborhood Commercial
12' measured at grade immediately behind the sidewalk	6' measured at grade immediately behind the sidewalk

d. Location: Signs shall be located at the major entry/exit to the parcel. May be placed in the setback area; however, the sign must be located farther than ten feet from the public right-of-way and from any driveway.

2. **Attached Signage**

a. One attached sign indicating the name for each occupancy shall be allowed. The color of the face of each sign shall be in keeping with the overall color scheme of the development.

b. Maximum area of sign: Sign area shall be determined by the lineal frontage of each individual shop as follows:

1) Width of sign, including logo, shall not exceed 60 percent of the shop's width.

c. Maximum height: Total vertical sign height shall not exceed twenty-four inches; maximum letter height shall be limited to eighteen inches.

d. Location: The attached sign shall be flat against the building or designed as part of an architectural feature.

H. **Highway Commercial**

Sections H.1 and H.2 below apply to all uses permitted in the Highway Commercial designation except hotels.

1. **Designated PUD Identification Sign**

a. One directly illuminated detached sign as defined by Section 3.250 of the City Sign Ordinance allowed per parcel. The detached sign shall indicate only the name and nature of the occupancy for each developed parcel. An identification sign shall be allowed and shall only tell the name, address, and use of the premises upon which it is located.

b. Maximum area of sign: One detached sign for each developed parcel not exceeding one square foot of sign area for each lineal foot of street frontage abutting the developed portion of said parcel. In no event shall the total area of a detached sign visible by persons traveling on the freeway exceed 100 square feet.

c. Maximum height: Thirty-five feet measured at grade immediately behind the sidewalk.

d. Location: To be located at the major entry/exit to the parcel. May be placed in the setback area; however, the sign shall not project into or over an abutting public right-of-way. A monument sign may be located in the setback area; however, it shall be located farther than ten (10) feet from the public right-of-way and from any driveway.

2. **Attached Signage**

a. One attached sign as defined by Section 3.250 of the City Sign Ordinance.

b. Maximum area of sign: One square foot for each front foot of first floor building occupancy provided that in no event shall the total area of attached signs visible by persons traveling on the freeway 100 square feet.

c. Maximum height: Twenty (20) feet measured at grade immediately behind the sidewalk.

d. Location: The attached sign shall be flat against the building or designed as part of an architectural feature.

3. **Detached Signage - Hotel**

a. Detached sign shall be a monument sign as defined by Section 3.250 of the City Sign Ordinance. Directly illuminated signage is prohibited. Indirectly illuminated signage is subject to Planning staff review and approval.

b. Maximum area of sign: forty-eight square feet.

c. Maximum height: twelve (12) feet measured at grade immediately behind the sidewalk.

d. Detached sign shall be constructed in a style and out of materials compatible to the structure located on the same site.

e. Location: to be located at the major entry/exit to the parcel. May be placed in the setback area; however, the sign must be located farther than ten feet from the public right-of-way and from any driveway.

4. **Attached Signage - Hotel**

a. Two attached signs per hotel building of the same hotel name. Each sign may include hotel name and logo or graphic symbol.

b. Attached signage on Hotel buildings above the first floor or at the upper level of the building is allowed subject to the following provisions:

1. Wording/Logo or Graphic Symbol

The only signage permitted above the street wall of a building (i.e., building tops) is the hotel name, and corporate logo or graphic symbol. No other wording is permitted. The graphic symbol must be integral in design to the architectural style of the building.

The specific sign program shall be developed by a professional graphic artist or designer with demonstrated ability in sign design.

2. Materials, Construction or Design

Signs may be constructed of solid metal, marble, granite, ceramic tile or other comparable materials which convey a rich quality complimentary to the material of the building exterior. Examples of acceptable metal materials are chrome, brass, stainless steel or fabricated and painted sheet metal. Wood signs are specifically prohibited.

3. Illumination

Symbols/logos may be internally illuminated to create a halo backlighted effect. Internally illuminated symbols/logos shall be lighted with white neon tubing and thirty (30) milliamperes transformers.

Lighting shall not produce a glare on other properties in the vicinity and the source of light shall not be visible from adjacent property or a public street.

4. Location

Signs must be attached to and parallel to a building face. A sign may not project above the wall on which it is located.

5. Maximum Sign Area

Attached signs shall have a maximum area of one square foot for each front foot of first floor building occupancy. In no event shall the total area of attached signs exceed 200 square feet.

The length of sign shall not exceed 25 percent of the length of linear building face on which the sign is affixed.

6. If not specifically approved as part of the Design Approval for the building, the following types of signs shall require a Planning Director's Special Permit pursuant to Zoning Ordinance Section 15H:

a. Signs which use construction materials other than marble, granite, ceramic tile or individual solid metal letters pursuant to subsection 2 above.

b. Signs not meeting the illumination standards pursuant to subsection 3 above.

Except as provided in subsections 5 and 6 above, attached signs consistent with this Section shall be subject to a ministerial permit issuance procedure.

VI. SINGLE FAMILY ATTACHED AND DETACHED RESIDENTIAL UNITS

In addition to the single-family residential design criteria identified in the 1986 North Natomas Community Plan the residential developments shall reflect the following building standards.

A. Single Family Building Standards

1. Setbacks

a. Setbacks shall be in conformance with the standards set forth in the City Zoning Ordinance or as defined in the specific PUD.

b. Minimum setback for low density residential structures abutting the greenbelt shall be 15 feet.

c. Staggered front setbacks as defined in the specific PUD shall be allowed.

2. **Height**

Maximum building heights shall be subject to the regulations of the City of Sacramento Zoning Ordinance or the specific PUD.

B. **Recommended Design Criteria for Single Family Attached and Detached Residential Units**

Each development in North Natomas is encouraged to incorporate the following design criteria.

1. **General**

All residential units, paved areas, building materials, and color schemes shall be designed and constructed to create a variety and interest in a residential neighborhood.

2. **Landscaping**

a. All yards adjoining public or private streets shall be landscaped with turf (lawn) or low-growing cover and installed with irrigation (sprinkler) system.

b. Deciduous trees shall be utilized along the south- and west-facing building walls to allow solar access during the winter.

c. Large growing street trees (preferably deciduous) shall be planted along all newly constructed streets as a means of reducing outdoor surface temperatures during summer months.

d. The planting of drought tolerant landscaping that requires less water and maintenance is encouraged.

e. For crime deterrent reasons, planting of shrubs which have thorns and/or prickly leaves below first floor windows should be considered.

3. **General building design, materials, color, orientation, and floor plans**

a. In order to provide visual interest, a new single family subdivision should offer:

   1) Corner lots developed with halfplexes and duplexes shall have driveways/garages on each street frontage

   2) A limited number of single-family residential driveways fronting major streets

   3) A variety of elevations and heights (one and two story residences)

   4) Variation in architectural design and styles

   5) Variation in roof orientations

   6) Use of different exterior building materials or combination of different materials, with minimal use of T-1-11 siding

   7) Use of more than one primary color with compatible, contrasting color trim

   8) Variation in front setbacks

b. Building orientation and design should incorporate passive solar features to the maximum extent possible. The Residential Building Energy Standards (Title 24 of the California Administrative Code) which relate to building insulation, glazing, shading, space conditioning systems, and domestic water heating system alternatives must also be satisfied.

c. Roofing material should be medium wood shake or shingle, shake-like aluminum, tile, or textured, heavy-weight composition.

d. For crime deterrent reasons, the following features could be incorporated:

   1) The majority of homes within new subdivisions should be designed with high activity rooms (e.g., kitchens, family or living room) with windows facing the public street to facilitate visual surveillance of street from within (refer to Attachment for examples).

2) Entrances to homes should be clearly visible to the street or neighbors and well lit.

3) Addresses of residences should be clearly numbered and visible from the street.

4) Walkways should be well lit and observable without indentations or landscaping which would provide concealment.

5) Installation of home burglar alarm system at time of construction should be considered.

C. **Subdivision Map and Street Design**

1. In addition to satisfying Title 24 building code requirements, a new residential subdivision with more than 20 lots shall be designed as follows in order to assure maximum solar access to the extent possible.

   a. Developed such that at least 80 percent of the residential units constructed have their maximum glazing facing within 22 and one-half degrees of true south

   b. Designed such that at least 80 percent of the lots have side lot lines oriented within 22 and one-half degrees of true south

   c. Designed and developed such that at least 80 percent of the lots have either a structure with its maximum glazing facing within 22 and one-half degrees of true south, or side lot lines oriented within 22 and one-half degrees of true south

2. For crime deterrent reasons, street patterns and lot plans should maximize the ability of neighbors to watch each other's properties. General design criteria to facilitate these objectives are as follows:

   a. Houses should be situated so as to facilitate police patrol observation

   b. Cul-de-sac street designs are encouraged and should be relatively short to allow police patrol observation of all homes on a drive by

c. The maximum length of a new residential street which has no four way intersection shall be 1,000 feet

d. The backs of homes and cul-de-sacs should not border on open park areas or other possible escape routes such as thoroughfares

e. There should be sufficient off-street parking so that cars are generally off the street at night.

f. To prevent walls and fences along major streets, back-up lots are discouraged.

D. **Personal Safety Design Criteria**

Ordinance No. 84-058 relating to personal safety building code requirements has been adopted by the City Council on June 19, 1984. This Ordinance applies to all residential building projects, including single family, duplex, cluster developments, condominiums, row houses and town houses. The building code requirements relate to: minimum outdoor lighting standards, addressing and project identification, door locking standards, etc. A copy of this Ordinance may be obtained from the City Building Inspections Division.

VII. MULTIFAMILY RESIDENTIAL UNITS

A. **Multifamily Building Standards**

In addition to the multi-family residential design criteria identified in the 1986 North Natomas Community Plan and the approved Multi-Family Residential Design Criteria, multi-family developments shall reflect the following building standards and criteria.

1. **Setbacks**

a. Building setbacks shall be in conformance with the standards set forth in the City Zoning Ordinance or as defined in the specific PUD.

b. The minimum building setback shall be 50 feet on two story multiple family projects from interior and rear property lines abutting single family developments.

c. A minimum setback of 25 feet shall be required where single story structures in multiple family projects abut single family development.

d. Minimum setback for medium density residential structures abutting the greenbelt shall be 25' feet.

e. Offsetting staggered front and street side yard setbacks for each building shall be encouraged.

2. **Height**

Maximum building heights shall be subject to the regulations of the City of Sacramento Zoning Ordinance or the specific PUD.

3. **Design Criteria**

a. Limit the size of multifamily clusters to 200 units separated from other multifamily clusters by at least one street. Promote architectural variety and varied exterior construction materials on adjacent clusters and the placement of one story multifamily units adjacent to single family development and as a visual break along streets.

b. Major complexes shall be broken up by extensive open-space and landscape buffering between projects.

B. Recommended Design Criteria for Multifamily Residential Units

Please see adopted Design Criteria for Multifamily Residential Units (available from the City Planning Division).

IX. SENIOR CITIZEN RESIDENTIAL UNITS

In addition to the multi-family building standards established in Section VII above, senior citizen housing shall reflect the approved Senior Citizen Housing Design Criteria (available from the City Planning Division).

IX. GREENBELT

The greenbelt borders the northern boundary and a portion of the western and eastern boundaries of the North Natomas Community Plan area. The purpose of the greenbelt is to buffer agricultural land uses from urbanized land uses and to provide a low maintenance, limited access open space.

A. **Permitted Uses**. Activity in the greenbelt shall be passive, and require little, if any, improvements. Permitted uses may include: pedestrian and bike paths, benches and picnic tables.

B. **Setbacks**

1. The following are minimum building/structure setbacks.

o	Low density residential	15'
o	All other land uses	25'

C. **Landscaping**. The greenbelt which will average 500' in width shall be landscaped with a wide range of trees of various species that will provide a windbreak.

X. I-5 AND I-80 FREEWAY LANDSCAPED CORRIDORS

The purpose of the undulating interstate landscape corridors is to create an entryway into North Natomas and to enhance the community's image from major corridors.

A. **Permitted Uses**. No building or structure shall be allowed within the landscaped corridor.

B. **Setbacks**. A landscaped corridor varying between 50 and 150 feet from the outer edge of the CalTrans right-of-way shall be required.

C. **Landscaping**. The corridors shall be landscaped with trees, shrubs and natural groundcovers. Continuous undulating berms shall achieve an attractive buffer.

XI. ISSUANCE OF BUILDING PERMITS

Except as otherwise provided in the Special Permit or in the Resolution, no building permit shall be issued for any building or structure in a Planned Unit Development Project or a land area covered by a Planned Unit Development Designation until the plans submitted for the building permit conform to a valid Special Permit issued for a Planned Unit Development under this Section.

XII. BUILDING OCCUPANCY

In accordance with Section 8 of the Zoning Ordinance, "no building or structure unit within a Planned Unit Development may be occupied until an inspection of the project has been made by the Planning Director to see that all conditions of the Special Permit have been complied with".

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EXHIBIT C

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SACRAMENTO AND
ADAMS FARMS
RELATIVE TO THE DEVELOPMENT OF
PROPERTY IN THE NORTH NATOMAS
COMMUNITY PLAN AREA

DRAFT

This Development Agreement is entered into this _____ day of _____, 1987, by and between the CITY OF SACRAMENTO, a municipal corporation (herein the "City"), and ADAMS FARMS, a California general partnership (herein collectively the "Developers" and individually the "Developer"), pursuant to the authority of Section 65864 et seq. of the Government Code of the State of California and pursuant to the City's powers as a charter city.

Recitals

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the Government Code which authorizes any city, county or city and county to enter into a development agreement with an applicant for a development project, establishing certain development rights in the property which is the subject of the development project application.

B. The Developers own in fee those certain parcels of real property described in Exhibit A attached hereto and incorporated herein by this reference and located within the City of Sacramento (herein the "Subject Properties").

The Developers seek to develop the Subject Properties consistent with the General Plan of the City of Sacramento (herein the "General Plan") and the North Natomas Community Plan in effect as of the date of this Agreement and as may be subsequently amended, if necessary, to conform to the Financing Plan, as defined in Section 300(2) hereof (herein the "Community Plan").

C. On January 21, 1986, the State Office of Planning and Research granted the City an extension of time for revision of the General Plan. On January 20, 1987 (with a subsequent modification thereof dated April 15, 1987), the State Office of Planning and Research granted the City an additional extension of time to revise the General Plan. In approving and authorizing this Agreement, the City Council of the City of Sacramento (herein the "City Council") has found and determined that it is consistent with the terms and conditions of such extensions.

D. On May 13, 1986, the City Council by Resolution No. 86-348 amended the General Plan with respect to the development of the North Natomas Area (as defined in Recital E hereof).

E. On May 13, 1986, the City Council by Resolution No. 86-348 adopted the Community Plan. The Community Plan sets forth goals and objectives for the development of an area encompassing approximately 7,778 acres of land within the City of Sacramento and 1,577 acres of land within the County of Sacramento (said lands now or hereafter lying within the City limits are herein referred to as the "North Natomas Area"). In adopting the Community Plan, the City identified the following basic principles and goals:

1. The North Natomas Area should be opened for quality urban development. The properly controlled

development of the North Natomas Area will provide the stimulus needed to reverse the City's long-standing inability to attract major industrial employers and new sources of employment and housing at a central urban location within the Sacramento Metropolitan Area.

2. Urban development in the North Natomas Area must result in a new planned community of distinction. The intensity and mix of land uses within the North Natomas Area should reflect the highest and best use of developable lands in the area consistent with the economic, social and environmental goals of the City. The North Natomas Area should contain optimum amounts of land devoted to parks, recreational facilities and open space.

3. The North Natomas Area must be financially sound. The mix and intensity of land uses within the North Natomas Area must be financially capable of supporting not only the capital costs of the infrastructure required for its development, but also the ongoing costs of maintaining that infrastructure and providing quality public services. In addition, the development must be capable of bearing the substantial costs of environmental mitigation measures adopted as components of the Community Plan. Those measures include, but are not limited to, the acquisition and maintenance of greenbelts and a regional park, voluntary employment and economic programs, private and public housing and infrastructure trust fund programs for adjoining communities, particularly North Sacramento, transportation systems management programs, air quality maintenance and improvement programs and improvements to the regional transportation network servicing the North Natomas Area. Finally, the net tax revenues generated by development of the North Natomas Area must provide an ongoing revenue surplus for use throughout the City.

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4. The initial phase of the development of the North Natomas Area must afford an intensity and mix of land uses to ensure economic viability for the proposed private development of a sports arena, sports stadium, related parking areas and support facilities. It should also be adequate to fund the excess capacity of the North Natomas Area infrastructure which must be constructed in that phase to serve subsequent phases of development.

5. The development of the North Natomas Area as a whole should contain an adequate mix of employment-generating land uses and housing for employees. A jobs-to-housing ratio goal of sixty percent (60%) for the North Natomas Area as a whole is reasonable and attainable.

6. Land uses in the North Natomas Area should be of a nature that they complement and do not compete with the goals of the North Sacramento Community Plan and office and commercial development in the Central Business District.

7. The design of land uses within the urbanized areas should seek to protect and enhance existing agricultural land uses in areas abutting upon those urbanized areas.

8. Consistent with the other enumerated goals, the intensity and mix of land uses within the North Natomas Area should recognize and protect future operations of the Sacramento Metropolitan Airport.

9. Regional environmental constraints upon the urban development of the North Natomas Area should be addressed in the context of appropriate regional programs addressing those constraints. Approval of specific land use entitlements for urban development within the North

Natomas Area must be conditioned upon the entitlee's commitment to participate in and fund appropriate regional programs addressing those regional constraints.

F. The coordinated and orderly development of the Subject Properties with other property intended for development within the North Natomas Area (herein the "Other Developer Property") is essential to the proper implementation of the Community Plan. As a result, the Community Plan specifically contemplates application of the City's planned unit development process, the entering into of development agreements with the Developers hereunder and other property owners within the North Natomas Area (herein the "Other Developers") and appropriate phasing of development as a means of achieving the policies, goals, standards and objectives of the Community Plan for the entire North Natomas Area and the City in general.

G. The Final Environmental Impact Report (herein the "EIR") for the Community Plan was certified by the City Council on December 10, 1985, by Resolution No. 85-947A, and, in connection with its adoption of the Community Plan, the City Council on May 13, 1986, by Resolution No. 86-348, adopted its Findings of Fact and Statement of Overriding Considerations based upon review and consideration of the EIR.

Pursuant to Section 15162 of Title 14 of the California Administrative Code, the City Council has found and determined that there are no substantial changes in the project (the "project" being the development of the Subject Properties pursuant to this Agreement in accordance with the prior approvals referred to in Recital T hereof) or in the circumstances under which the project is to be undertaken, and that the project and the approval and execution of this Agreement involve no new impacts not considered

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in the previous EIR('s). Prior to the approval and authorization of this Agreement, the City Council on May 5, 1987, ratified a Negative Declaration for this Agreement.

H. In implementation of and pursuant to the Community Plan, the City Council adopted, by Resolution No. 86-983, on December 30, 1986, development guidelines for the development of property within the North Natomas Area (herein the "Development Guidelines"), a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

I. The City has caused to be prepared a conceptual financing plan (herein the "Conceptual Financing Plan") setting forth certain conceptual alternatives for assumption of and participation by land owners and developers in the North Natomas Area in financing the design, construction and ongoing maintenance of certain of the public improvements and facilities required for the development of the North Natomas Area pursuant to the Community Plan, including dedications of land and participation in other programs designated in the Community Plan in mitigation of impacts on the North Natomas Area, the surrounding region and the City generally. The City is undertaking the preparation of the Financing Plan referred to in Section 300(2) of this Agreement as the document to guide the financing by North Natomas Area developers and property owners of all the public improvements and facilities required pursuant to the Community Plan.

J. On April 29, 1987, the Planning Commission, after a duly noticed public hearing, recommended approval of planned unit development designation for and rezoning of the Subject Properties, and on May 5, 1987, the City

Council, after a duly noticed public hearing, adopted Resolution No. 87-341 and Ordinance No. 87-033 approving the planned unit development designation for and rezoning of the Subject Properties (said zoning is herein referred to as the "Applicable Zoning (PUD)").

K. On March 3, 1987, by Resolution No. 87-143, as amended and restated on May 5, 1987, by Resolution No. 87-342, the City Council adopted procedures to enable the City to enter into development agreements for the development of property within the North Natomas Area pursuant to the authority of its Charter and Sections 65864 through 65869.5 of the Government Code (both resolution and any superseding procedural ordinance are herein referred to as the "Procedural Resolution"). Prior to the approval and adoption of the Procedural Resolution, the City Council ratified a Negative Declaration for that document.

L. On April 16 and April 29, 1987, the Planning Commission, designated by the Procedural Resolution as the advisory agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement in a duly noticed public hearing.

M. Development of the Subject Properties in accordance with the conditions of this Agreement will provide orderly growth and development of the Subject Properties in accordance with the requirements, policies, goals, standards and objectives of the Community Plan.

N. The Developers will incur substantial costs in order to comply with conditions of approval and to assure development of the Subject Properties in accordance with the Community Plan and this Agreement.

O. Development of the Subject Properties (alone or as a consequence of the prior, contemporaneous or future development of the Other Developer Property) will result in a need for municipal services and facilities, and a need to mitigate impacts on the community, in excess of those otherwise physically required for the implementation of the Community Plan.

P. Development of the Subject Properties (alone or as a consequence of the prior, contemporaneous or future development of the Other Developer Property) requires substantial public facilities and improvements, participation by the Developers (together with the Other Developers) in certain programs to be established for the benefit of the North Natomas Area and the property owners, businesses, employees and residents therein, and other measures to assure that the policies, goals, standards and objectives of the Community Plan are achieved as development occurs in the North Natomas Area. The developments in the North Natomas Area will pay all of the costs of such public improvements and all costs of implementing other programs and measures to achieve the policies, goals, standards and objectives of the Community Plan, such costs to be spread among developers and properties in such a manner as the City shall determine in implementing the Community Plan.

Q. This Agreement is voluntarily entered into by the Developers in order to implement the Community Plan and in consideration of the rights conferred and the procedures specified herein for the development of the Subject Properties. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion in order to implement the Community Plan and in consideration of the agreements and undertakings of the Developers hereunder.

The City and the Developers recognize and agree that but for the Developers' contribution to and participation in programs to mitigate the impacts of the development of the Subject Properties and the cumulative impacts of the development of the North Natomas Area, the City would not approve the development of the Subject Properties as contemplated by this Agreement. The City's approval of the development of the Subject Properties as contemplated hereunder is in reliance upon and in consideration of the Developers' agreements to make contributions, assume obligations and be subject to the restrictions referred to in this Agreement to mitigate the impacts of the development of the Subject Properties and the cumulative impacts of the development of the North Natomas Area.

R. The authority for this Agreement is contained in the Charter of the City of Sacramento, the Community Plan, the Procedural Resolution, other applicable City ordinances, resolutions and procedures and Government Code Section 65864 et seq. Inasmuch as this Agreement and the development agreements with the Other Developers provide for the participation of the Developers (together with the Other Developers) in financing the public improvements required to carry out the Community Plan, this Agreement constitutes a financing agreement within the meaning and scope of Government Code Section 53511 in that it provides for a means of satisfying financing obligations for various improvements and facilities to be owned by or maintained for the benefit of the City and the public generally in the North Natomas Area.

S. The City and the Developers have taken all actions mandated by and have fulfilled all requirements set forth in the Procedural Resolution.

T. The following prior or contemporaneous approvals of the City have been given with respect to the Developers' development of the Subject Properties:

1. Adoption of amendments to the General Plan. (City Council Resolution No. 86-348, adopted May 13, 1986.)

2. Adoption of the Community Plan. (City Council Resolution No. 86-348, adopted May 13, 1986.)

3. Adoption of the Development Guidelines. (City Council Resolution No. 86-983, adopted December 30, 1986.)

4. Approval of the Applicable Zoning (PUD) for the Subject Properties. (Resolution No. 87-341 and Ordinance No. 87-033, adopted May 5, 1987.)

5. Approval of this Agreement. (Ordinance No. 87-039, adopted May 5, 1987, effective June 4, 1987 (herein the "Adopting Ordinance").)

Agreements

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE CITY AND THE DEVELOPERS HEREBY AGREE AS FOLLOWS:

ARTICLE 1. General Provisions.

A. [Sec. 100] Property Description and Binding Covenants. The Subject Properties are those parcels of property described in Exhibit A. The Developers represent that they own a legal or equitable interest in the Subject

deemed terminated and of no further force and effect, subject, however, to the provisions of Section 410 hereof.

The City shall cause any written notice of termination to be recorded with the County Recorder within ten (10) days of such termination.

C. [Sec. 102] Assignment.

(1) The Developers, collectively and individually, shall have the right to sell, assign or transfer their respective interests under this Agreement as part of a contemporaneous and related sale, assignment or transfer of their same respective interests in the Subject Properties, or any portion thereof, without the consent of the City; provided, however, that the Developer selling, assigning or transferring its interest shall notify the City of such sale, assignment or transfer by providing written notice thereof to the City Manager in the manner provided in Sections 104 and 900 hereof. Express written assumption by such purchaser, assignee or transferee, to the satisfaction of the City Attorney, of the obligations and other terms and conditions of this Agreement with respect to the Subject Properties or such portion thereof sold, assigned or transferred, shall relieve the Developer or Developers selling, assigning or transferring such interest of such obligations so expressly assumed. Any such assumption of a Developer's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the assumption agreement attached hereto as Exhibit D and incorporated herein by this reference, or such other form as shall be approved by the City Attorney.

In any event, any such purchaser, assignee or transferee shall be obligated and bound by the terms and

Properties as indicated in Exhibit A and that all other persons holding legal or equitable interests in the Subject Properties (excepting owners or claimants in easements) are bound by this Agreement. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Subject Properties, and the burdens and benefits hereof shall bind and inure to all successors in interest to the parties hereto.

B. [Sec. 101] Term. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance and shall extend for a period of ten (10) years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto, subject to the provisions of Section 105 hereof. The term may be extended, from time to time, for additional terms not to exceed five (5) years each, subject to amendment in accordance with the provisions of Section 105 hereof until such time as development of the Subject Properties and all of the Developers' obligations in connection therewith (except for continuing payments and obligations under the Financing Plan) are satisfied as set forth in Section 409 hereof; provided, however, that if the Developers are not in default under this Agreement and have commenced development of the Subject Properties pursuant to this Agreement or are participating in the Financing Plan referred to in Section 300(2) and in Item No. IV.B.6. of the Special Conditions referred to in Section 200 hereof, the City may not unreasonably deny any such five-year extension. Following the expiration of said term or the completion of development of the Subject Properties and all of the Developers' obligations in connection therewith (except for continuing payments and obligations under the Financing Plan), this Agreement shall be

conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, only with respect to the Subject Properties, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Properties sold, assigned or transferred to it.

(2) The holder of any mortgage, deed of trust or other security arrangement with respect to the Subject Properties, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement, including the terms and conditions of the Applicable Zoning (PUD) or Applicable Special Permit(s) which pertain to the Subject Properties or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Subject Properties, or any portion thereof, pursuant to foreclosure of a mortgage or deed of trust, or a deed in lieu of such foreclosure, shall take the Subject Properties, or such portion thereof, subject to any pro rata claims for payments or charges against the Subject Properties, or such portion thereof, which accrue prior to the time such holder comes into possession of the Subject Properties or such portion thereof. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Subject Properties, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

D. [Sec. 103] City Approval of Parcelization or Resubdivision. Nothing in Section 102 of this Agreement shall be deemed to constitute or require City consent to or approval of any subdivision or parcelization of the Subject Properties, or any portion thereof, it being recognized that any such actions must comply with applicable City laws and regulations and be consistent with the Community Plan, the Development Guidelines, the Applicable Zoning (PUD), the Applicable Special Permit(s) and this Agreement. It is recognized that the existing parcels comprising the Subject Properties at the time of approval of this Agreement may not conform to the boundaries of the Applicable Zoning (PUD). Prior to commencement of development or at such earlier time as may be required under the development approval process, parcelization of the Subject Properties, or any portion thereof, shall conform to the parcels as set forth in the Applicable Zoning (PUD). It is contemplated that upon the reparcelization of the Subject Properties, this Agreement may be amended by the Developers (or such of the Developers whose parcels have been reparcelized) and the City Manager, acting pursuant to the Procedural Resolution on behalf of the City, to conform the descriptions of the Subject Properties to such reparcelization.

E. [Sec. 104] Notices. Formal written notices, demands, correspondence and communications between the City and the Developers shall be sufficiently given if dispatched by certified mail, postage prepaid, to the principal offices of the City and the Developers, as set forth in Article 9 hereof. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addresses as either party may from time to time designate. Each Developer shall give written notice to the City, within ten (10) days after the close of escrow,

of any sale, assignment or transfer of any portion of the Subject Properties in which the Developer holds an interest and any assignment of this Agreement, specifying the name or names and mailing address of the purchaser, assignee or transferee, the amount and location of the land sold, assigned or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

F. [Sec. 105] Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties, with City costs payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868, subject to the following:

(1) The procedure and findings required for an amendment to or extension of this Agreement shall be those specified in Section 206 of the Procedural Resolution.

(2) The issuance of any land use approval or permit which approves a change in the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by the Developers or in any other terms or conditions of this Agreement shall require an amendment to this Agreement. The City Manager shall make the determination as to the applicability of this subsection (2) in accordance with the standards set forth in Section 206 of the Procedural Resolution.

(3) Any change in the design or other terms and conditions of development of the Subject Properties not

specified in this Agreement or the Procedural Resolution to require an amendment shall not require an amendment of this Agreement. The City Manager shall make the determination as to the applicability of this subsection (3) in accordance with the standards set forth in Section 206 of the Procedural Resolution.

(4) If, consistent with the provisions of this Agreement and any applicable planning, zoning or other legal requirements, the Subject Properties have been divided into parcels under different ownerships, this Agreement may be amended, severed or cancelled as to particular parcels all under common ownership with the agreement of all parties having an interest in the parcels so affected.

(5) This Agreement shall also be subject to termination or modification pursuant to the provisions of Sections 207 and 301 of the Procedural Resolution.

G. [Sec. 106] Amendment of Zoning. Any amendment of the Applicable Zoning (PUD) shall be accomplished by a rezoning, which the City, in the exercise of its legislative discretion, may approve, deny or otherwise condition. Such rezoning shall comply with all procedural requirements of the Sacramento City Zoning Ordinance in effect at the time such rezoning is considered. Any such rezoning shall be consistent with the General Plan and the Community Plan in effect as of the time of the rezoning and shall contain all applicable conditions required in the Community Plan for such rezoning to be effective. Any such rezoning may also be subject to the Special Conditions referred to in Section 200 hereof.

ARTICLE 2. Development of the Subject Properties.

A. [Sec. 200] Permitted Uses and Development Standards. Subject to the Special Conditions set forth in Exhibit C, attached hereto and incorporated herein by this reference (herein the "Special Conditions"), the reserved discretionary approvals set forth in Section 201 hereof and all other terms and conditions of this Agreement, the Developers may develop the Subject Properties in accordance with and subject to the terms and conditions of the discretionary approvals set forth in Recital T of this Agreement. Specifically, the permitted uses, density or intensity of use, height or size of buildings and provisions for reservation and dedication of land for public purposes shall be set forth in the discretionary approvals set forth in Recital T of this Agreement and the reserved discretionary approvals set forth in Section 201 of this Agreement. The Developers recognize that the Community Plan provides for various conditions to be satisfied for zoning or rezoning to be effective and for the development of the Subject Properties and the Other Developer Property to proceed, including but not limited to conditions relating to transportation, air quality, the maintenance of a jobs/housing ratio and the provision of necessary public improvements. Accordingly, in the manner specified in the Special Conditions, any rights of the Developers under this Agreement are subject to such conditions and all other conditions of the Community Plan, and may be modified from time-to-time by the City in the exercise of its police powers in order to achieve the policies, goals, standards and objectives of the Community Plan notwithstanding any other provision of this Agreement to the contrary.

B. [Sec. 201] Reserved Discretionary Approvals. Development of the Subject Properties by the Developers is subject to the following reserved discretionary approvals:

(1) Special Permit(s)

(2) Tentative Map(s)

(3) Hazardous Materials Permit(s), if applicable.

In reviewing and approving applications for special permits and other discretionary approvals, the City may exercise design review and may attach such conditions and requirements as may be deemed necessary or appropriate to carry out the policies, goals, standards and objectives of the Community Plan and to comply with legal requirements and policies of the City pertaining to such reserved discretionary approvals.

C. [Sec. 202] Development Timing. This Agreement contains no requirement that the Developers must initiate or complete development of any phase of the development of the Subject Properties or any portion thereof within any period of time set by the City. It is the intention of this provision that the Developers be able to develop the Subject Properties in accordance with the Developers' own time schedule; provided, however, that phasing of development shall be governed by the Special Conditions. No future modification of the Sacramento City Code or any ordinance or regulation which limits the rate of development over time shall be applicable. However, nothing herein shall be construed to relieve the Developers from any time conditions in any permit or subdivision map approval or to excuse the timely completion of any act which is required to be completed within a time period set by any applicable code or permit provisions.

D. [Sec. 203] Special Conditions. Development of the Subject Properties shall be subject to the Special Conditions.

E. [Sec. 204] Development Guidelines. Development of the Subject Properties shall be subject to the Development Guidelines.

F. [Sec. 205] Rules, Regulations and Official Policies.

(1) Subject to the Special Conditions, development of the Subject Properties shall be subject to such rules, regulations, ordinances and official policies applicable to such development on the effective date of this Agreement. Except as otherwise provided in this Agreement, to the extent any future changes in the General Plan, Community Plan, zoning codes or any future rules, ordinances, regulations or policies adopted by the City purport to be applicable to the Subject Properties but are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement shall prevail, unless the parties mutually agree to amend or modify this Agreement pursuant to Section 105 hereof. To the extent that any future changes in the General Plan, the Community Plan, zoning codes or any future rules, ordinances, regulations or policies adopted by the City are applicable to the Subject Properties and are not inconsistent with the terms and conditions of this Agreement or are otherwise made applicable by other provisions of this Article 2, such future changes in the General Plan, Community Plan, zoning codes or such future rules, ordinances, regulations or policies shall be applicable to the Subject Properties.

(2) This Section 205 shall not preclude the application to development of the Subject Properties of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. In the event state or federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such state or federal laws or regulations or the regulations of such other governmental jurisdiction.

To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including the City, required by federal or state agencies, or actions of the City taken in good faith in order to prevent adverse impacts upon the City by actions of federal or state agencies) have the effect of preventing, delaying or modifying development of the North Natomas Community Plan Area or any area therein, the City shall not in any manner be liable for any such prevention, delay or modification of said development. Such actions include, but are not limited to, flood plain or wetlands designations and actions of the city or regional and local agencies as a result thereof and the imposition of air quality measures or sanctions and actions of the City or regional and local agencies as a result thereof. As a condition to being able to proceed with development, the Developers may be required, at their cost and without cost to or obligation on the part of the City, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of such actions

of federal or state agencies (or such actions of regional and local agencies, including the City, required by federal or state agencies, or actions of the City taken in order to prevent adverse impacts upon the City by actions of federal or state agencies). Actions by the City hereunder shall not be arbitrary or capricious, and the City shall explore with the Developers alternative measures of achieving the mutual goals and objectives of this Agreement and the Community Plan in light of such actions of federal and state agencies, including measures that may be suggested by the Developers as possible solutions.

(3) Notwithstanding anything herein to the contrary, all applications for approvals, permits and entitlements shall be subject to the development and processing fees which are in force and effect at the time the application therefor is filed.

(4) Nothing herein shall be construed to limit the authority of the City to adopt and apply codes, ordinances and regulations which have the legal effect of protecting persons or property from conditions which create a health, safety or physical risk.

(5) Codes, ordinances and regulations relating to construction standards or permits shall apply as of the time of grant of each applicable construction permit.

(6) The parties intend that the provisions of this Agreement and the Procedural Resolution shall govern and control as to the procedures and the terms and conditions applicable to the development of the Subject Properties over any contrary or inconsistent provisions contained in Section 66498.1 et seq. of the Government Code or any

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other State law now or hereafter enacted purporting to grant or vest development rights based on land use entitlements (herein "Other Vesting Statute"). In furtherance of this intent, and as a material inducement to the City to enter into this Agreement, the Developers agree that:

(a) Notwithstanding any provisions to the contrary in any Other Vesting Statute, this Agreement, the Procedural Resolution and the conditions and requirements of land use entitlements for the Subject Properties obtained while this Agreement is in effect shall govern and control the Developers' rights to develop the Subject Properties;

(b) Each Developer individually waives, and the Developers collectively waive, for itself and its successors and assigns, the benefits of any Other Vesting Statute insofar as they may be inconsistent or in conflict with the terms and conditions of this Agreement, the Procedural Resolution and land use entitlements for the Subject Properties obtained while this Agreement is in effect; and

(c) The Developers will not make application for a land use entitlement under any Other Vesting Statute insofar as said application or the granting of the land use entitlement pursuant to said application would be inconsistent or in conflict with the terms and conditions of this Agreement, the Procedural Resolution and prior land use entitlements obtained while this Agreement is in effect.

(7) This Section 205 shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit discretion of the City or any of its officers or officials with regard to rules,

regulations, ordinances, laws and entitlements of use which require the exercise of discretion by the City or any of its officers or officials, provided that subsequent discretionary actions shall not conflict with the terms and conditions of this Agreement.

G. [Sec. 206] Imposition of Covenant of Easement by Ordinance. Nothing herein shall preclude the City from acting pursuant to Government Code Section 65870 et seq. in furtherance of implementing the Community Plan.

ARTICLE 3. Obligations of the Developers.

A. [Sec. 300] Improvements.

(1) The Developers shall develop the Subject Properties in accordance with the discretionary approvals set forth in Recital T hereof and any reserved discretionary approvals referred to in Section 201 hereof, subject to the terms and conditions of this Agreement. The failure of any Developer to comply with any term or condition of or fulfill any obligation of the Developer with respect to the property in which that Developer holds an interest under the discretionary approvals set forth in Recital T hereof or of any reserved discretionary approvals set forth in Section 201 hereof, shall constitute a default by that Developer under this Agreement, but shall not constitute a default by any other Developer not having an interest in the property of the defaulting Developer (it being recognized by the Developers, however, that a default as to a parcel or portion of the Subject Properties may prevent the City from making findings and determinations to permit development of other parcels or portions of the Subject Properties until such default is cured). Any such default shall be subject to cure by the Developer as set forth in Section 400 hereof.

(2) The City will adopt a financing plan (herein the "Financing Plan") for public improvements required for development of the North Natomas Area and other programs contemplated by the Community Plan. It is anticipated that the Financing Plan will be a further refinement and completion of the Conceptual Financing Plan referred to in Recital I hereof and shall be based upon and implement the Infrastructure Design Report and Financing Study required under the Community Plan. The Developers shall participate in the Financing Plan, as made applicable to the development of the Subject Properties, and shall faithfully and timely comply with each and every provision thereof. Without limiting the foregoing, applications for special permits, subdivision maps or other land use entitlements and building permits may be made subject to the Developers' participation in and compliance with the Financing Plan. The failure of any Developer to comply with any term or condition of or fulfill any obligation of the Developer under the Financing Plan, shall constitute a default by the Developer under this Agreement with respect to the property in which that Developer holds an interest, but shall not constitute a default by any other Developer not having an interest in the property of the defaulting Developer (it being recognized by the Developers, however, that a default as to a parcel or portion of the Subject Properties may prevent the City from making findings and determinations to permit development of other parcels or portions of the Subject Properties until such default is cured).

B. [Sec. 301] Landscaping.

(1) The Developers shall install and maintain landscape improvements, including plants, irrigation and grading, in open space on the Subject Properties in accordance with the Development Guidelines and as required by each special permit issued with respect to the Subject

Properties. Such installation shall occur not later than and as a condition to the issuance of a certificate of occupancy for buildings on such affected site.

(2) The Developers will cooperate with the City in the formation of a maintenance assessment district providing for maintenance of landscaping within and on public easements, public property (including but not limited to greenbelts, parks other than the regional park, and drainage-ways) and public rights-of-way and including assessments for such maintenance against the Subject Properties, provided that the failure of the City to form such maintenance assessment district shall not relieve the Developers of their obligations under subsection (1) of this Section 301.

C. [Sec. 302] Special Conditions. The Developers shall comply with the Special Conditions. The failure of any Developer to comply with such requirements shall constitute a default by the Developer under this Agreement with respect to the property in which that Developer holds an interest, but shall not constitute a default by any other Developer not having an interest in the property of the defaulting Developer (it being recognized by the Developers, however, that a default as to a parcel or portion of the Subject Properties may prevent the City from making findings and determinations to permit development of other parcels or portions of the Subject Properties until such default is cured).

D. [Sec. 303] Dedications. The Developers shall comply with the requirements of the Applicable Zoning (PUD), Applicable Special Permit(s) and approved subdivision maps for the dedication of land. The failure of any Developer to comply with such requirements shall constitute a default by the Developer under this Agreement with respect to the

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property in which that Developer holds an interest, but shall not constitute a default by any other developer not having an interest in the property of the defaulting Developer (it being recognized by the Developers, however, that a default as to a parcel or portion of the Subject Properties may prevent the City from making findings and determinations to permit development of other parcels or portions of the Subject Properties until such default is cured).

E. [Sec. 304] Planning Costs Reimbursement. Each Developer shall pay costs imposed pursuant to Section 401(e) of the Procedural Resolution for that Developer's property at the time of application for a special permit or tentative subdivision map for the property, whichever first occurs, with respect to the Subject Properties or such portion thereof as is covered by such application, and, as to planning costs incurred after such time, in the manner provided in said Section 401(e).

F. [Sec. 305] City's Good Faith in Processing. Subject to the reserved discretionary approvals set forth in Section 201 hereof, the provisions of Section 205(3) hereof and the Special Conditions, the City agrees that it will accept, in good faith, for processing, review and action, all complete applications for zoning, special permits, development permits, subdivision maps or other entitlements for use of the Subject Properties in accordance with the Community Plan, the Development Guidelines and this Agreement.

The City shall inform the Developers, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use in advance, and shall review said application and schedule the application for review by the appropriate authority.

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G. [Sec. 306] Agreements of the Essence. The foregoing agreements are of the essence of this Agreement.

ARTICLE 4. Default, Remedies, Termination.

A. [Sec. 400] General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by any party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, a party alleging such default or breach shall give the other parties not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, any other party to this Agreement may at its option institute legal proceedings pursuant to this Agreement or give notice of intent to terminate this Agreement as to the party in default and the property in which that party holds an interest pursuant to California Government Code Section 65868 and the Procedural Resolution. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in the Procedural Resolution.

Following consideration of the evidence presented in said review before the City Council, any party alleging

the default by another party may give written notice of termination of this Agreement to the party in default as to that party and the property in which that party holds an interest, subject, however, to the provisions of Section 410 hereof.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1 and the Procedural Resolution. If the City determines that a Developer is in default following the completion of the normal scheduled periodic review, the City may give the Developer written notice of termination of this Agreement as set forth in this Section 400 (together with notice thereof to the other Developers under this Agreement) specifying in said notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or the Developer waives its right to cure such alleged default, this Agreement may be terminated by the City as to the Developer in default and the property in which that Developer holds an interest, subject, however, to the provisions of Section 410 hereof.

B. [Sec. 401] Enforcement of Development Guidelines.

(1) Before any subdivision, parcelization, lot line adjustment or building permit is issued for any non-residential uses on the Subject Properties, the Developers shall establish and implement a legal mechanism approved by the City which accomplishes the following:

(a) Establishes an association composed of property owners and tenants;

(b) Provides that said association shall have the responsibility and authority to enforce the provisions of this Agreement during the term of this Agreement and thereafter the terms of the Development Guidelines as the Development Guidelines may be in effect at the time enforcement action is taken;

(c) Provides that such enforcement action may include, but not be limited to, legal action in the name of the board of directors of the association to enjoin any violation of this Agreement or the Development Guidelines. In the event the enforcement action is successful, the attorneys' fees and costs actually incurred in bringing any such action shall either be collected from the owner or occupant personally or shall be a lien on the property involved;

(d) Provides that the City shall have standing to bring an action in the name of the board of directors of the association to enjoin any violation to the extent that the board of directors has such power to do so. In the event the enforcement action is successful, the attorneys' fees and costs actually incurred in such action shall either be collected from the owner or occupant personally or shall be a lien on the property involved collectable by the City.

The Developers may fulfill their obligation under this Section 401(1) by joining an existing association which satisfies the requirements of this Section 401(1).

(2) Before any subdivision, parcelization, lot line adjustment or building permit is issued for any residential uses on the Subject Properties, the Developers

shall establish and implement a legal mechanism approved by the City to assure enforcement of this Agreement and the Development Guidelines, as applicable to such residential property.

C. [Sec. 402] Developer Default; Enforcement. No building permit shall be issued or building permit application accepted for the building shell of any structure on any portion of the Subject Properties if the permit applicant owns or controls any property subject to this Agreement and if such applicant or any entity or person controlling such applicant is in default under the terms and conditions of this Agreement unless such default is cured or this Agreement is terminated. The Developers shall cause to be placed in any covenants, conditions and restrictions applicable to the Subject Properties, or in any ground lease or conveyance thereof, express provision for an owner of the Subject Properties, lessee or City acting separately or jointly to enforce the provisions of this Agreement and to recover attorneys' fees and costs for such enforcement.

D. [Sec. 403] Annual Review. The City Manager shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by the Developers with the terms and conditions of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1 and the Procedural Resolution. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. The costs of notice and related costs incurred by the City for the annual review conducted by the City pursuant to this Section 403 shall be borne by the Developers.

The City Manager shall provide thirty (30) days prior written notice of such periodic review to the Developers. Such notice shall require the Developers, individually and collectively, to demonstrate good faith compliance with the terms and conditions of this Agreement and to provide such other information as may be reasonably requested by the City Manager and deemed by him to be required in order to ascertain compliance with this Agreement.

If, following such review, the City Manager is not satisfied that any Developer has demonstrated good faith compliance with all the terms and conditions of this Agreement, or for any other reason, the City Manager may refer the matter along with his recommendations to the City Council.

The City Council shall conduct a hearing on compliance at its first available agenda after referral by the City Manager. The Council shall hear the matter de novo, following which it may take action as set forth in Section 301(e) of the Procedural Resolution if applicable.

A finding by the City Manager or the City Council of good faith compliance by any or all Developers with the terms and conditions of this Agreement shall conclusively determine said issue up to and including the date of said review as to such Developer or Developers.

In any event, upon written demand by any Developer, the City Manager shall initiate the annual review.

Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor

shall the Developers have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

E. [Sec. 404] Default by the City. In the event the City is in default under the terms of this Agreement, the City agrees that the Developers shall not be obligated to proceed with or complete the private improvements required under this Agreement, or any phase thereof, nor shall resulting delays in a Developer's performance caused by the City's default constitute grounds for termination or cancellation of this Agreement.

F. [Sec. 405] Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance. If written notice of such delay is given to the City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

G. [Sec. 406] Legal Actions. In addition to any other rights or remedies, a party may institute legal action to cure, correct or remedy any default by any other party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder. In no event shall the City, or its officers, agents or employees, be liable in damages for any breach or

violation of this Agreement, it being expressly understood and agreed that a Developer's sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

H. [Sec. 407] Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Each Developer acknowledges and agrees that the City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity or meaning of this Agreement shall be that accorded legislative acts of the City. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court. For purposes of this Section 407 and Sections 401 and 402 hereof, reasonable attorneys' fees of the City Attorney's Office shall be based on comparable fees of private attorneys practicing in Sacramento County.

I. [Sec. 408] Invalidity of Agreement.

(1) If this Agreement shall be determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment.

(2) If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any law which

becomes effective after the date of this Agreement and any party in good faith determines that such provision is material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations then remaining unperformed in accordance with the procedures set forth in Section 400 hereof, subject, however, to the provisions of Section 410 hereof.

J. [Sec. 409] Termination Upon Completion of Development. This Agreement shall terminate when the Subject Properties have been fully developed and all of the Developers' obligations in connection therewith (except for continuing payments and obligations under the Financing Plan) are satisfied as determined by the City, subject, however, to the provisions of Section 410 hereof.

K. [Sec. 410] Effect of Termination on Developer Obligations. Termination of this Agreement as to any Developer or the Subject Properties or any portion thereof shall not affect any Developer's obligations to comply with the Community Plan and the terms and conditions of the Applicable Zoning (PUD), the Applicable Special Permit(s), or subdivision map or other land use entitlements approved with respect to the Subject Properties, nor shall it affect any other covenants of any Developer specified in this Agreement to continue after the termination of this Agreement.

ARTICLE 5. Hold Harmless Agreement.

A. [Sec. 500] Hold Harmless Agreement. Each Developer hereby agrees to and shall hold the City, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as

from claims for property damage, which may arise from that Developer or that Developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by that Developer, or by any of that Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by or acting as agent for that Developer or any of that Developer's contractors or subcontractors.

In the event of any legal action instituted by a third party or any governmental entity or official arising out of the approval, execution or implementation of this Agreement (exclusive of any such actions brought by any Developer), the Developers agree to and shall cooperate fully and join in the defense by the City of such action; provided, however, that the City and the Developers shall each bear their own respective costs, if any, arising from such defense. Such agreement by the Developers does not include any agreement to indemnify the City and its elective and appointive boards, commissions, officers, agents and employees from any such legal actions. Notwithstanding the foregoing, the City at its sole option may elect to tender the defense of any legal action to the Developers and in the event the Developers at their sole option accept the tender, the Developers shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such matter, and the Developers and the City shall each bear any respective liability, other than costs and expenses, for which they may be found liable as a result of such action.

ARTICLE 6. Project as a Private Undertaking.

A. [Sec. 600] Project as a Private Undertaking. It is specifically understood and agreed by and between the

parties hereto that the development of the Subject Properties is a separately undertaken private development. No partnership, joint venture or other association of any kind between the Developers and the City is formed by this Agreement. The only relationship between the City and the Developers is that of a governmental entity regulating the development of private property and the owners of such private property.

ARTICLE 7. Consistency With General Plan and Community Plan.

A. [Sec. 700] Consistency With General Plan and Community Plan. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan and the Community Plan.

ARTICLE 8. Construction.

A. [Sec. 800] Construction. This Agreement shall be subject to and construed in accordance and harmony with the Sacramento City Code, as it may be amended from time to time, provided that such amendments do not substantially alter the rights granted to the parties by this Agreement.

ARTICLE 9. Notices.

A. [Sec. 900] Notices. All notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, to the addresses of the parties as set forth below.

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

City of Sacramento
915 I Street, Room 203
Sacramento, CA 95814
Attention: City Clerk

Notice required to be given to Adams Farms shall be addressed as follows:

C. L. Johnson
c/o Bob Cook Company
2535 Capitol Oaks Drive, Suite 220
Sacramento, CA 95833

and

Robert A. Cook
c/o Bob Cook Company
2535 Capitol Oaks Drive, Suite 220
Sacramento, CA 95833

and

Lukenbill Enterprises
3600 Power Inn Road
Sacramento, CA 95826
Attention: Gregg P. Lukenbill

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

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Any notice given to any Developer as required by this Agreement shall also be given to any lender which executes this Agreement and requests that such notice be provided. Any lender requesting receipt of such notice shall furnish in writing its address to the parties to this Agreement.

ARTICLE 10. Entire Agreement.

A. [Sec. 1000] Entire Agreement. This Agreement is executed in five (5) duplicate originals, each of which is deemed to be an original. This Agreement consists of 42 pages and four exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A: Description of the Subject Properties and Ownership Thereof

Exhibit B: Development Guidelines

Exhibit C: Special Conditions

Exhibit D: Form of Assumption Agreement

IN WITNESS WHEREOF, the City and the Developers have executed this Agreement as of the date first set forth above.

CITY OF SACRAMENTO

By: _____
Mayor

Attest: _____
City Clerk

"CITY"

APPROVED AS TO FORM:

_____
City Attorney

-AND-

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DRAFT

ADAMS FARMS, a California General Partnership

By: _____
C. L. JOHNSON,
general partner

By: _____
ROBERT A. COOK,
general partner

By: LUKENBILL ENTERPRISES, a California General Partnership, general partner

By: _____
GREGG P. LUKENBILL,
general partner

"DEVELOPER"

[ACKNOWLEDGEMENTS FOLLOW]

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ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, 1987, before me, the undersigned Notary Public, personally appeared C. L. JOHNSON, personally known to me or proved to me on the basis of satisfactory evidence to be the person that executed this instrument on behalf of ADAMS FARMS, and acknowledged to me that ADAMS FARMS executed the same.

WITNESS my hand and official seal.

_____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, 1987, before me, the undersigned Notary Public, personally appeared ROBERT A. COOK, personally known to me or proved to me on the basis of satisfactory evidence to be the person that executed this instrument on behalf of ADAMS FARMS, and acknowledged to me that ADAMS FARMS executed the same.

WITNESS my hand and official seal.

_____

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ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, 1987, before me, the undersigned Notary Public, personally appeared GREGG P. LUKENBILL, personally known to me or proved to me on the basis of satisfactory evidence to be the person that executed this instrument on behalf of LUKENBILL ENTERPRISES, the partnership being one of the partners of ADAMS FARMS, the partnership that executed this instrument, and acknowledged to me that LUKENBILL ENTERPRISES executed the same as a partner of ADAMS FARMS, and that ADAMS FARMS executed the same.

WITNESS my hand and official seal.

_____

Fee Owner:		ADAMS FARMS, a California General Partnership
Deeds of Trust:		
	Parcel No.:	**Beneficiaries:**
1.	APN 225-04-25	William S. Parker and Dorothy Myll Parker
2.	All parcels including 225-04-25	Sacramento Savings & Loan Association, A California Corporation
		Gilbraltar Savings, A California Corporation
		David J. Lucchetti and John Sullivan, Trustees of the Pacific Coast Building Products, Inc. Profit Sharing Plan and Trust

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