

# ORDINANCE NO. 82-100

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF  
December 7, 1982

AN ORDINANCE RELATING TO APPROVAL OF A  
DEVELOPMENT AGREEMENT FOR GATEWAY CENTRE

## SECTION 1.

This ordinance incorporates, and by this reference makes part hereof, that certain Development Agreement by and between the City of Sacramento and Gateway Centre Associates dated December 7, 1982, for a project known as Gateway Centre hereafter "Development Agreement."

## SECTION 2.

The mayor is hereby directed to execute said Development Agreement on behalf of the City of Sacramento.

## SECTION 3.

The City Council adopts the following findings in conjunction with the approval of said Development Agreement:

A. The Agreement is consistent with the 1974 General Plan and 1978 South Natomas Community Plan. Prior to adoption of this ordinance, the City Council specifically amended both said Plans to provide for the development contemplated by this Development Agreement.

B. A public hearing considering this Development Agreement was held on December 7, 1982 at 3:30 P.M. by the joint Budget and Finance and Planning & Community Development Council Subcommittees, designated by city resolution as the Development Agreement advisory agency for the purposes of Government Code §65867. A subsequent public hearing considering this Development Agreement was held on December 7, 1982 at 7:30 P.M. by the City Council.

C. Notice of intention to consider adoption of this Development Agreement at said public hearings was duly given in the manner proscribed in Government Code Section 65867.

ORDINANCE No. 82-100

DEC 7 1982

SECTION 4.

The City Clerk shall record said Development Agreement no later than ten (10) days after the effective date of this ordinance as required by Government Code Section 65868.5.

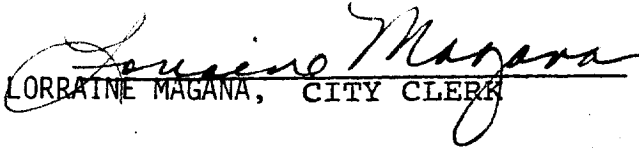
PASSED FOR PUBLICATION: November 30, 1982

ENACTED: December 7, 1982

EFFECTIVE: January 6, 1983

  
LYNN ROBIE, VICE MAYOR

ATTEST:

  
LORRAINE MAGANA, CITY CLERK

DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF SACRAMENTO AND  
GATEWAY CENTER ASSOCIATES, RELATIVE TO  
THE DEVELOPMENT KNOWN AS GATEWAY CENTRE

This Development Agreement is entered into this 7th day of December 1982, by and between Gateway Center Associates, a general partnership, hereinafter "Developer", and the City of Sacramento, hereinafter "City", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code. This Agreement is one of four development agreements entered into this date between City and the respective developers of the South Natomas Business Park Projects, consisting of the Gateway Centre, Natomas Eastside, Creekside and Natomas Corporate Center Business Parks.

RECITALS

1. 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 authorized the City of Sacramento and an applicant for a development project to enter into a development agreement, establishing certain development rights in the property which is the subject of the development project application.

2. Developer owns in fee that certain property described in Exhibit A (hereinafter "subject property") attached hereto and incorporated herein by this reference. Developer seeks City's approval of amendments to the 1974 General Plan and the 1978 South Natomas Community Plan and rezoning of subject

City Agreement No. \_\_\_\_\_

82055

City Agreement No. 82055

ORDINANCE NO. 82,100  
DEC 7 1982

property consistent with said plan amendments to permit development of an office park together with commercial and residential development of portions of subject property.

3. Applications for said development and California Environmental Quality Act (CEQA) documentation required for said development were considered by the City Council at duly noticed public hearings conducted on January 5, May 11, June 9, November 9, November 30, and December 7, 1982.

4. On December 7, 1982, the combined Budget and Finance and Community Planning and Development Subcommittees of the City Council, designated by City 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.

5. Subsequently, on December 7, 1982, the City Council certified as adequate and complete the Final Environmental Impact Reports ("EIR's") for the South Natomas Business Parks (Natomas Eastside and Gateway Centre) and the Creekside Office Parks. The City Council finds that no subsequent or supplemental environmental impact report is necessary in that the terms and conditions of this Development Agreement are consistent with and within scope of the previous final EIR's. Mitigation measures which were suggested in the final EIR's are incorporated to the extent feasible in the revised development plans, Development Guidelines, and the terms and conditions of this Agreement, as reflected by the findings and statement of overriding concerns adopted by the City Council concurrently with this Agreement.

6. Pursuant to Title 14, California Administrative Code, Section 15067, the City Environmental Coordinator has determined that there are no substantial changes in the project or in the circumstances under which the project is to be undertaken, and that the project and the adoption of this Agreement involves no new impacts not considered in the previous EIR; therefore, no further environmental documents are required.

7. Following consideration and certification of the aforementioned Final Environmental Impact Reports and the adoption by resolution of CEQA related findings, the City Council on December 7, 1982 approved the following to permit development of an office park (which term includes all uses permitted by the Planned Unit Development Guidelines referred to below) together with commercial and residential development on portions of the subject property:

A. Amendments to the 1974 City General Plan and the 1978 South Natomas Community Plan;

B. Rezoning;

C. Planned Unit Development Guidelines ("Development Guidelines") (Exhibit B attached hereto and incorporated herein by this reference);

D. Schematic Development Plan (Exhibit C attached hereto and incorporated herein by this reference); and

E. Ordinance No. \_\_\_\_\_, adopting this Agreement (the "Adopting Ordinance").

8. Development of subject property in accordance with the conditions of approval will provide orderly growth and development of the area in accordance with the policies set

forth in the general plan and in the South Natomas Community Plan.

9. Developer will incur substantial costs in order to comply with conditions of approval and to assure development of subject property in accordance with said plans and policies.

10. Development of subject property will result in a need for municipal services and facilities in excess of those otherwise required for implementation of the community plan.

11. Developer agrees to contribute to the costs of such public facilities and services as required to mitigate impacts of the development on the community, and City agrees to assure that Developer may proceed and complete development of subject property in accordance with the terms of this Agreement. City and Developer recognize and agree that but for Developer's contributions to mitigate the impacts of the project, City would not and could not approve the development of subject property as provided by this Agreement. City's approval of development of subject property as provided herein is in reliance upon and in consideration of Developer's agreement to make contributions as herein provided to mitigate the impacts of the project.

#### AGREEMENT

##### Section 1. General Provisions.

###### A. Property Description and Binding Covenants.

Subject property is that property described in Exhibit A. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with said property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

B. Term. The term of this Development 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. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said Agreement termination shall not effect any right or duty emanating from City entitlements on the subject property approved concurrently or subsequently to the approval of this Agreement, nor shall said Agreement termination effect the covenants contained herein in Sections 3.B. and 4.B. relating to property owners' Interstate 5 landscaping maintenance obligations and the City's enforcement rights for Development Guidelines and ordinance violations.

This Agreement may be terminated with respect to any of subject property zoned for residential use at the election of the property owner upon recordation of a final residential subdivision map of such property and written notice to City of such election to terminate. City shall cause any such written notice of termination to be recorded with the County Recorder within ten (10) days of receipt of such notice.

C. Assignment. Developer shall have the right to sell, assign, or transfer this Agreement with all its rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Express assumption of any of the obligations of the Developer under this Agreement by any such assignee shall relieve Developer from said obligation or obligations under this agreement.

D. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if dispatched by postage prepaid first class mail to the principal offices of the City and Developer or such person or entity designated in notice to the City pursuant to this Section 1.D. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Developer shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of subject property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

E. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties, with City costs incurred incidental to amendment proceedings payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and the Adopting Ordinance, provided that:

(1) Any amendment to this Agreement which does not relate to 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 Developer, or any conditions or covenants relating to the use of the property shall not require

notice or public hearing before the parties may execute an amendment hereto; and

(2) Any amendment of Schematic Development Plan which is (a) approved by the Planning Director as provided by Section 1.F.(1) below, including but not limited to the location of buildings, streets and other physical facilities or (b) approved pursuant to Section 1.F.(2) below shall not require an amendment to this Agreement.

F. Amendment of Schematic Development Plan and Development Guidelines.

(1) Upon request of the Developer, the Planning Director may amend or modify the Schematic Development Plan without compliance with procedural provisions of the zoning ordinance or any other notice or public hearing if the Planning Director determines that the requested amendment or modification is consistent with the Development Guidelines.

(2) Except as provided herein, amendment of the Schematic Development Plan or Development Guidelines shall comply with the procedural provisions of the zoning ordinance and effect on the date of application for such amendment.

Section 2. Development of the Property.

A. The permitted uses of said property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to said property shall be those set forth in this Agreement, the Schematic Development Plan, and Development Guidelines attached hereto as Exhibits B and C; provided, however, that the size,

configuration, height and location of the buildings shown on the Schematic Development Plan and the size and shape of particular parcels of the subject property shown on the Schematic Development Plan are only illustrative and are, therefore, subject to change as provided in Section 1.F.

Exhibits B and C provide for construction of 853,687 square feet of office space and 35,000 square feet of commercial space.

For purposes of this Agreement, a "square foot" subject to debit against the project's square footage allocation and subject to contributions to the various funds described in Section 3, shall include all that area within the interior finished surface of exterior structural walls; provided, however, that areas shall be excluded which:

(1) Are commonly used by all structure occupants; and

(2) Are building amenities; such as:

(a) ground or upper floor lobbies; or

(b) ground floor entrances to the

structure; or

(c) atria; or

(d) in-lieu vehicular transportation facilities, such as bicycle storage areas, locker rooms and showers.

Examples of common areas which shall not be excluded include but are not limited to restrooms, non-bicycle storage areas, elevators and elevator shafts, stairways, flues, pipe shafts, vertical ducts, dumbwaiters, cafeterias, lunch/ coffee break rooms.

Exhibits B and C provide for residential development at a density of 12-22 dwelling units per acre.

B. Rules, Regulations and Official Policies.

(1) Development of subject property shall be subject to such rules, regulations, ordinances and official policies applicable to such development on a City-wide basis at the time of subsequent entitlements for subject property except to the extent any such future rules, ordinances, regulations or policies are inconsistent with (a) permitted uses, density and intensity of use, the maximum height and size of proposed buildings, or provisions for reservation and dedication of land, or (b) the Schematic Development Plan or Development Guidelines, unless the parties mutually agree.

(2) This section shall not preclude the application to development of subject property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal laws or regulations. In the event such changes in State or federal laws prevent or preclude compliance with one or more provisions of this Agreement, City and Developer shall take such action as may be required pursuant to Sections 3.D. or 4.F. of this Agreement.

(3) This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, to limit discretion of 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 City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent development of

the subject property for the uses and to the density and intensity of development as provided by the Schematic Development Plan and Development Guidelines.

Section 3. Contributions by Developer.

A. South Natomas Capital Improvement Fund.

Developer agrees to contribute to City the amount of \$1,558,575.00 payable as follows:

(1) Developer shall pay to City within ninety (90) days of the effective date of the Adopting Ordinance the sum of \$85,075.00, representing its prorata share of the sum of \$250,000.00.

(2) Developer shall contribute the amount of \$1,473,500.00 at the rate of \$1.66 per square foot of 35,000 square feet of commercial space and 853,687 square feet of office space, payable (if, as and when such space is developed) prior to issuance of the building permit for the shell of each building utilizing any portion of such space, less any credit against such amount for dedication of land as may be required by this Agreement, or any amendment hereto, and provided further that Developer may pay any portion of such amount in cash payments prior to the time specified for such payments in this Agreement.

(3) That portion not in excess of \$680,000.00 of the monetary contributions required by Section 3.A.2. paid by Developer on or after January 1, 1985, shall be adjusted as follows:

The Consumer Price Index for all Urban Consumers (base year 1967 = 100) for San Francisco-Oakland published by the United States Department of Labor, Bureau of Labor

Statistics ("Index", which is published most immediately preceding January 1, 1985 ("Beginning Index") shall be compared with the Index published most immediately preceding the date payment is to be made ("Extension Index"). If the Extension Index has increased over the Beginning Index, the amount of payment shall be determined by multiplying the base contribution by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index, or by application of a multiplier which shall not exceed six percent (6%) per annum, whichever is the lesser.

If the Index is changed so that the base year differs from that used as of the date of adoption of the Adopting Ordinance, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government index or computation with which it is replaced, if any, shall be used to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

(4) Monetary contributions by Developer pursuant to subsections (1), (2), and (3) immediately above shall be placed by City in a discrete account to be designated as the South Natomas Capital Improvement Fund. The principal and interest therefrom shall be used by City for capital improvements solely within the South Natomas Community Plan area; provided, however, that an amount, not to exceed \$50,000, may be used by the City to revise the South Natomas Community Plan. Such monies shall be available for use by City to the extent required to mitigate significant adverse impacts as determined by City including,

but not limited to, traffic impacts. City shall not be required to expend such monies within the term of this Agreement.

(5) Developer's contributions to the South Natomas Capital Improvement Fund shall be taken equitably into account in connection with the formation of and apportionment of the amount of any assessment levied by any improvement assessment district (not formed by petition of Developer) formed after the date hereof which includes all or any part of the subject property. In particular, no further assessment or other contribution need be made by Developer on account of the subject property in respect to any of the improvements listed below, except as for those frontage and on-site improvements authorized by a City-wide practice or ordinance in effect on the effective date of the Adopting Ordinance, as a prerequisite to development approval:

Extend Arden Way to Garden Highway;  
Connect Northgate to 160;  
Widen Garden Highway between I-5 and  
Northgate to four lanes;  
I-5 and Garden Highway Interchange;  
Northgate and El Camino Intersection;  
Truxel and I-880 Interchange;  
Truxel and El Camino Intersection;  
Truxel and Garden Highway Intersection;  
Widen Truxel, Northgate, El Camino, San  
Juan to four lanes;  
Construct signals for above intersections;

provided however, the foregoing shall not limit the liability of Developer to pay the Major Street Construction Tax.

B. I-5 Corridor Landscaping.

(1) This Section 3.B. defines the obligations of Developer to participate in the financing of landscaping and the perpetual maintenance of an 8.840 parcel, more or less, contiguous to Interstate 5 and the Citation residential

subdivision (hereinafter referred to as the "Citation parcel") and to actually landscape and maintain portions of the Interstate 5 scenic corridor adjacent to the subject property.

(2) Within ten (10) days of the effective date of the development agreement, arrangements shall be made by City for Developer to obtain fee title to 4.050 acres, more or less, contiguous to Developer's land, the use of the Property to be restricted to landscape development as an Interstate 5 scenic corridor. Such transfers shall be made at no cost to Developer other than the obligations set forth in this Agreement.

(3) The total financial responsibility of Developer for Interstate 5 corridor improvement costs shall be the sum of \$493,265.00 representing 7.59 acres. Said sum shall be paid at the rate of \$.555 per square foot of 853,687 square feet of office space and 35,000 square feet of commercial space, payable (if, as and when such space is developed prior to issuance of the building permit for each building shell utilizing any portion of such space. The sums so paid shall be deposited into two discrete City accounts to be known as the "Gateway Centre I-5 Improvement Fund" and the "Citation I-5 Improvement Fund". Any earnings on such accounts shall be accounted for by account.

(4) 46.64 percent of the aforescribed \$.555 per square foot charge or \$.2589 per square foot shall be deposited into the Citation I-5 Improvement Fund to be used to finance improvement of the Citation parcel landscaping; this percentage represents the difference between 100 percent and a ratio of the acreage described in Section 3.B.2. (or 4.050 acres) and the total acreage for which Developer is financially

responsible for improving (or 7.59 acres). The remaining 53.36 percent or \$.2961 per square foot of said deposit shall be deposited into the Gateway Centre I-5 Improvement Fund to be used to finance the landscaping improvement on the land described in Section 3.B.2.

(5) Developer shall proceed to install landscape improvements including but not limited to plants, irrigation and grading, on the land described in Section 3.B.2. such that said improvements are installed as closely as practicable in the same ratio as the total constructed commercial and office building square footage bears to the total commercial and office building square footage allowed by the development agreement. Management of the order of the landscaping shall be jointly by Developer and City. When Developer is obligated to develop landscaping, City shall pay Developer from the Gateway Centre I-5 Improvement Fund the sum of \$65,000.00 per acre from the principal of the account plus a sum which is equal to the proportionate earnings on the principal paid to Developer at that time. Such payments shall be subject to appropriate controls mutually agreed upon. The total sum of principal plus earnings shall be the amount to be used for development of the portion of the property to be landscaped, taking into account expenses for common facilities and work such as irrigation systems and grading.

(6) Developer shall be responsible for the maintenance of improved landscaping on the land described in Section 3.B.2. in the same or better condition as when initially improved, taking into account such factors entering into maintenance of landscaping at maturity, from the time any portion of

it is established in perpetuity. Before any subdivision, parcelization, lot line adjustment or building permit is issued for Developer's property, Developer shall establish a legal mechanism acceptable to the City Attorney to provide for perpetual maintenance of said landscaped property, including without limitation, remedies upon default.

(7) The City shall develop the landscaping of the Citation parcel according to the ratio of the total area actually landscaped by the Developer to the total area for which all the developers are responsible. The obligations of the City to landscape the Citation parcel shall be determined annually by the City such that the portion of the Citation parcel which City is obligated to landscape shall be accomplished one year after the landscaping by the Developers. Notwithstanding the foregoing, City shall take into account orderly development of facilities common to development and maintenance to the entire parcel such as water distribution systems and economical parcel size. The amount per acre to be spent by City shall be \$65,000.00 per acre plus proportionate earnings in a manner identical to that stated for the Developer in Section 3.B.4 above.

The Developer of Natomas Corporate Center, also subject to South Natomas Interstate 5 corridor improvement and maintenance obligations, shall be in a credit position at the outset with respect to the Citation I-5 Improvement Fund. Developer agrees that this credit shall be paid out of the first funds to be collected for the Citation I-5 Improvement Fund.

(8) The obligations of the Developer and the City to develop landscaping for the respective parcels for which

they are responsible shall be dependent upon funds being available in the respective discrete accounts. In the event that Developer shall landscape any area of the I-5 corridor earlier than that which is required by this Agreement, Developer may establish a credit toward future payments at the time building permits are issued as described in Section 3.B.3. Such credit shall only apply to the portion of payments which would be deposited in the Gateway Centre I-5 Improvement Fund.

(9) City shall be responsible for maintenance of the landscaping of the Citation parcel in perpetuity. Such maintenance shall be financed by a trust fund which shall be funded by contributions by Developer of \$194,413.00. Said sum shall be paid at the rate of \$.219 per square foot of 35,000 commercial space and 853,687 square feet of office space, payable (if, as and when such space is developed) prior to issuance of the building permit for each portion of such space. These sums so paid shall be deposited into a discrete city account, to be known as the "Citation I-5 Maintenance Fund", and shall be managed by City in such a manner that the corpus shall be maintained and the earnings shall be used exclusively for the maintenance of the landscaping of the Citation parcel. Said earnings shall be the sole source of funds used to maintain the landscaping of the Citation parcel. In the event of a shortfall, City may, but shall not be obligated to, advance other funds for such maintenance which shall be repaid to City as soon as possible thereafter from earnings from such fund.

If the earnings from the Citation I-5 Maintenance Fund are in excess of that required for maintenance of the Citation parcel landscaping and any obligations to repay funds

advanced by City, they shall be deposited in a second discrete account which shall be available for maintenance of the Citation parcel landscaping in the event annual earnings are insufficient. This separate fund along with any earnings is hereinafter referred to as the "surplus fund".

The surplus fund shall be managed by City and maintained until such time as the amount of the fund with accumulated earnings is equal to \$869,921.00. Thereafter, the earnings of the surplus fund shall be applied toward the maintenance obligations of the Developer of the land described in Section 3.B.2. in proportion to Developer's initial contribution to the Citation I-5 Maintenance Fund. Any funds which are surplus to defraying such maintenance obligations shall be deposited in the general fund of City.

(10) In the event of a failure by Developer to landscape property described in Section 3.B.2., City may, but shall not be obligated to, after notice and failure to cure as required by Section 4, appropriate from Developer's account sufficient money to accomplish the work. Developer specifically grants to City, its employees, agents, and contractors, a right of entry and a temporary working easement over any land acquired by Developer pursuant to Section 3.B.2. above, to accomplish all such work. The foregoing is in addition to all other remedies available to City.

(11) Developer's portion of the the I-5 landscaping shall be done pursuant to landscaping plans and specifications ("plan") to be prepared by the Developer. The cost of this plan shall be treated as a prepayment of the contribution required in Section 3.B.3. The plan shall be subject to review

and approval by the City prior to implementation by the Developer.

(12) The foregoing agreements are of the essence to the Development Agreement.

C. City agrees that it will accept for processing and expeditious review and action all applications for development permits or other entitlements for use of subject property in accordance with the Schematic Development Plan and this Agreement.

City shall inform Developer, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use in advance and review said application and schedule the application for review by the appropriate authority pursuant to the time set forth in this section.

D. The City agrees to cooperate with Developer in securing all permits which may be required by City. In the event State or federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of 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 other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

Section . Default, Remedies, Termination.

A. General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either 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, the party alleging such default or breach shall give the other party 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, or issuance of any building permit.

After notice and expiration of the thirty (30) day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of the City implementing said Government Code Section. 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 Government Code Sections 65865, 65867, and 65868 and City regulations implementing said sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

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. If either party determines that the other party is in default following the completion of the normal scheduled periodic review, said party may give written notice of termination of this Agreement as set forth in this section 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 within such longer period specified in the notice, or the defaulting party waives its right to cure such alleged default, this Agreement shall be deemed terminated.

B. Before any subdivision, parcelization, lot line adjustment or building permit is issued for Developer's property, Developer shall establish and implement a legal mechanism approved by the City which accomplishes the following:

(1) Establishes an association of commercial and office occupants composed of property owners and tenants.

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

(3) 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 violation of the development agreement or the Development Guidelines. In the

event the enforcement action under this subsection is successful, the attorney 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.

(4) 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 the power to do so. In the event the enforcement action under this subsection is successful, the attorney 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 collectible by the City.

(5) This Section 4.B. shall not apply to any property designated residential on the effective date of the development agreement.

C. No building permit shall be issued or building permit application accepted for the building shell of any nonresidential structure on the subject property if the permit applicant owns any property subject to this Agreement, and if such applicant or any entity or person controlling such applicant is in default of the terms and conditions of this Agreement.

D. Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any

review may result in amendment or termination of this Agreement. A finding by City of good faith compliance by Developer with the terms of the Agreement shall conclusively determine said issue up to and including the date of said review.

Upon not less than thirty (30) days written notice by the Planning Director of City, Developer shall provide such information as may be reasonably requested by the Planning Director and deemed by him to be required in order to ascertain compliance with this Agreement. The costs incurred by City for the annual review conducted by City pursuant to this Section shall be borne by City.

In the same manner as is prescribed in Section 1.D., the City shall deposit in the mail to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission, before said Commission.

E. Default by City. In the event City does not accept, review, approve or issue necessary development permits or entitlements for use in a timely fashion as defined by this Agreement, or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the project, or any phase thereof, nor shall resulting delays in Developer performance constitute grounds for termination or cancellation of this Agreement.

F. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either 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 restrictions imposed or mandated by other 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 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. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

H. Applicable Law and Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the Court.

Section 5. Hold Harmless Agreement.

Developer hereby agrees to, and shall hold 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 Developer's or Developer's contractors, subcontractors', agents', or employees' operations under this Agreement, whether such operations be by Developer, or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of the aforesaid operations.

Section 6. Project as a Private Undertaking.

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property and the owner of such private property.

Section 7. Cooperation in the Event of Legal Challenge.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

Section 8.

The City agrees that unless this Agreement is amended or cancelled pursuant to the provisions of this Agreement and

the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City which changes, alters or amends the rules, regulations and policies applicable to the development of said property at the time of approval of this Agreement, as provided by Government Code Section 65866. Nothing herein shall be construed to limit the authority of the City to fix the amount of fees of general application which may otherwise be lawfully imposed by City, as set forth in Section 1.D. of this Agreement.

Section 9.

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of 26 pages and three exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

- Exhibit A: Legal Description of Subject Property
- Exhibit B: Planned Unit Development Guidelines
- Exhibit C: Schematic Development Plan

GATEWAY CENTER ASSOCIATES, a  
California general partnership

By K. Mark Nelson  
Its PARTNER

By INTEREAL COMPANY, a Tennessee  
corporation, dba Jovencal, Inc.,  
in California

By A. Allen Foster  
Its Vice President

CITY OF SACRAMENTO

By Terry Koster's  
VICE Mayor

Approved as to form:

Christina Hein  
City Attorney

ATTEST:

Lorraine Magera  
City Clerk

referred to herein is described as follows:

All that certain real property situate, lying and being in the City of Sacramento, County of Sacramento, State of California, described as follows:

PARCEL NO. 1

Parcel B, as shown on that certain Parcel Map entitled "A Portion of Sections 23, 26, & 27, T. 9 N., R. 4 E., M.D.B. & M.", recorded in Book 60 of Parcel Maps, at page 11 records of Sacramento County.

PARCEL NO. 2

The Parcel of land conveyed by Marvin H. Miller to Pacific Gas and Electric Company by deed dated May 1, 1961, and recorded in Book 4249 of Official Records at page 446, Sacramento County Records, and therein described as follows:

"A strip of land of the uniform width of 80 feet extending from the easterly boundary line of the 51.34 acre parcel of land described in the decree of distribution dated October 16, 1939, and recorded in the office of the County Recorder of said County of Sacramento in Book 781 of Official Records at page 194, westerly to the westerly boundary line of the 51.34 acre parcel of land described in said decree of distribution at page 194, westerly to the westerly boundary line of the 51.34 acre parcel of land described in said decree of distribution dated October 16, 1939, and lying equally on each side of the line which begins at a point in the easterly boundary line of the 51.34 acre parcel of land described in said decree of distribution dated October 16, 1939, from which the 2 inch iron pipe marking the northeast corner of the 51.34 acre parcel of land described in said decree of distribution dated October 16, 1939, bears North 0° 13 1/2' East 100.6 feet distant and runs thence North 89° 39 1/2' west 695 feet, more or less, to a point in the westerly boundary line of the 51.34 acre parcel of land described in said decree of distribution dated October 16, 1939; containing 1.28 acres."

EXCEPTING THEREFROM (a) The parcel of land described in the deed from Pacific Gas and Electric Company to the State of California dated November 7, 1966 and recorded in Book 6701-23 of Official Records, at page 53, Sacramento County Records, and (b) the parcel of land described as follows:

Beginning at the Northwest corner of the parcel of land described in the deed from Pacific Gas and Electric Company to State of California dated November 7, 1966, and recorded in Book 6701-23 of Official Records, at page 53, Sacramento County records, said Northwest corner being a point in the Northerly boundary line of the parcel of land described in the deed from Marvin H. Miller to Pacific Gas and Electric Company dated May 1, 1961 and recorded in Book 4249 of Official Records at page 446, Sacramento County Records, and running thence along the Southwesterly boundary line of the parcel of land described in said deed dated November 7, 1966

Description, continued

(1) South 23° 46' 47" east 87.56 feet to the Southwest corner of the parcel of land described in said deed dated November 7, 1966, said southwest corner being a point in the southerly boundary line of the parcel of land described in said deed dated May 1, 1961; thence running along said southerly boundary line.

(2) North 89° 39' 30" West 81.61 feet; thence leaving said southerly boundary line

(3) North 13° 54' 48" west 82.45 feet to a point in said northerly boundary line; thence running along said Northerly boundary line

(4) South 89° 39' 30" East 66.13 feet, more or less, to the point of beginning being a portion of the parcel of land described in said deed dated May 1, 1961, and containing 0.136 of an acre, more or less.

Further excepting all mineral rights underlying the real property herein conveyed and designated Parcel 1 herein, as reserved in said deed dated May 1, 1961.

PARCEL NO. 3

The parcel of land conveyed by Lillie E. Fourness to Pacific Gas and Electric Company by deed dated May 10, 1961, and recorded in Book 4249 of Official Records, at page 447, Sacramento County Records, and therein described as follows:

"A strip of land of the uniform width of 80 feet extending from the Westerly boundary line of the 51.34 acre parcel of land conveyed by Katherine Herget to Lillie E. Fourness by deed dated December 9, 1922, and recorded in the office of the County Recorder of said County of Sacramento in Book 626 of Deeds at page 82, easterly to the easterly boundary line of the 51.34 acre parcel of land conveyed by said deed dated December 9, 1922, and lying equally on each side of the line which begins at a point in the course in the westerly boundary line of the 51.34 acre parcel of land conveyed by said deed dated December 9, 1922, which course, according to the description contained in said deed dated December 9, 1922, has a bearing of N. 0° 23' E. and a length of 3057.60 feet, from which the 1 1/2 inch iron pipe marking the northerly terminus of said course, which has a bearing of N. 0° 23' E. and a length of 3057.60 feet bears N. 0° 12 1/2' East 55.0 feet distant and runs thence South 89° 39 1/2' East 720 feet, more or less, to a point in the Easterly boundary line of the 51.34 acre parcel of land conveyed by said deed dated December 9, 1922, containing 1.32 acres."

EXCEPTING all mineral rights underlying the real property hereby conveyed and designated Parcel 2 herein, as reserved in said deed dated May 10, 1961.

City Agreement No. 82055

ORDINANCE No. 32,100

DEC 7 1982

PARCEL NO. 4:

All that portion of Parcel A, as said parcel is shown on that certain Parcel Map entitled "A Portion of Sections 23, 26 & 27, T. 9 N., R. 4 E., M.D.B. & M." recorded in the office of the Recorder of Sacramento County in Book 60 of Maps, Map No. 11, described as follows:

Beginning at the Northeast corner of said Parcel A; thence from said point of beginning along the Easterly boundary of said Parcel A the following three (3) courses and distances: (1) Southwesterly, curving to the right on an arc of 600.00 feet radius, said arc being subtended by a chord bearing South 30° 40' 41" West 161.94 feet, (2) South 38° 26' 02" West 303.81 feet and (3) curving to the left on an arc of 700.00 feet radius, said arc being subtended by a chord bearing South 28° 33' 19" West 240.19 feet; thence North 18° 40' 36" East 433.00 feet; thence curving to the left on an arc of 1000.00 feet radius, said arc being subtended by a chord bearing North 13° 23' 07" East 184.44 feet to a point located on the Northerly boundary of said Parcel A; thence along said Northerly boundary South 89° 36' 30" East 204.94 feet to the point of beginning; containing 1.185 acres more or less.

Title to Parcel 4 is presently held by Morrison Homes Corporation, a Delaware corporation. Gateway Center Associates and Morrison Homes have reached an oral agreement regarding Parcel 4 whereby Gateway Center Associates will purchase Parcel 4 at such time as the precise location of the unfinished portion of Gateway Oaks Drive connecting with West El Camino Avenue ("connecting portion") has been established. At the instance of the developer of Natomas Eastside, Gateway Center Associates agreed to relocate the connecting portion to the location shown on the Schematic Plan; however, a definitive agreement regarding the location has not been reached between the developer of Natomas Eastside and Gateway Center Associates. Accordingly, Parcel 4 shall be subject to the terms of the Development Agreement only if and when (a) Gateway Center Associates purchases Parcel 4 from Morrison Homes Corporation and (b) a definitive agreement is reached between Gateway Center Associates and the developer of Natomas Eastside regarding the location of the connecting portion of Gateway Oaks Drive.

City Agreement No. 82055

ORDINANCE No. 82-100  
DEC 7 1982

CALIFORNIA  
SCALE 1" = 400'

ADDITION  
1-11-82

MAP IS IDENTICAL WITH  
VISION RECORDED IN BOOK  
207731 LOCAL RECORDS.  
25 MARCH 1982.



82055

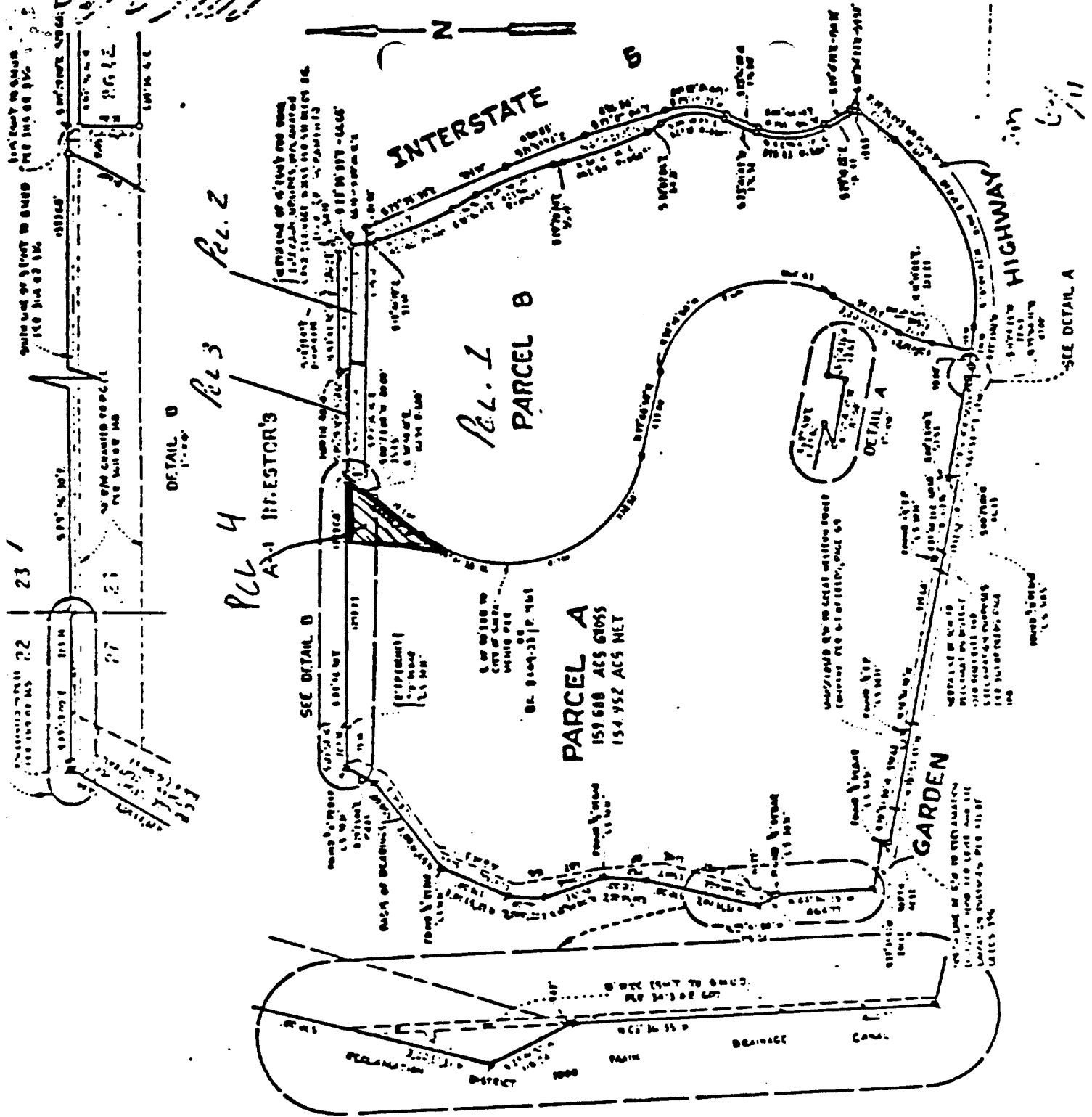
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ORDINANCE No. \_\_\_\_\_

DEC 7 1982

82,100

U.S. CHORD



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ORDINANCE NO. 8.00  
82-100

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF  
December 7, 1982

AN ORDINANCE RELATING TO APPROVAL OF A  
DEVELOPMENT AGREEMENT FOR GATEWAY CENTRE

SECTION 1.

This ordinance incorporates, and by this reference makes part hereof, that certain Development Agreement by and between the City of Sacramento and Gateway Centre Associates dated December 7, 1982, for a project known as Gateway Centre hereafter "Development Agreement."

SECTION 2.

The mayor is hereby directed to execute said Development Agreement on behalf of the City of Sacramento.

SECTION 3.

The City Council adopts the following findings in conjunction with the approval of said Development Agreement:

A. The Agreement is consistent with the 1974 General Plan and 1978 South Natomas Community Plan. Prior to adoption of this ordinance, the City Council specifically amended both said Plans to provide for the development contemplated by this Development Agreement.

B. A public hearing considering this Development Agreement was held on December 7, 1982 at 3:30 P.M. by the joint Budget and Finance and Planning & Community Development Council Subcommittees, designated by city resolution as the Development Agreement advisory agency for the purposes of Government Code §65867. A subsequent public hearing considering this Development Agreement was held on December 7, 1982 at 7:30 P.M. by the City Council.

C. Notice of intention to consider adoption of this Development Agreement at said public hearings was duly given in the manner prescribed in Government Code Section 65867.

CERTIFIED AS TRUE COPY OF  
Ordinance No. 82-100 ~~82-100~~

DATE  
CERTIFIED JAN 12 1983

City Clerk, City of Sacramento

City Agreement No. 82055

ORDINANCE No. 82-100

DEC 7 1982

SECTION 4.

The City Clerk shall record said Development Agreement no later than ten (10) days after the effective date of this ordinance as required by Government Code Section 65868.5.

PASSED FOR PUBLICATION: November 30, 1982

ENACTED: December 7, 1982

EFFECTIVE: January 6, 1983

Lynn Robie

LYNN ROBIE, VICE MAYOR

ATTEST:

LORRAINE MAGANA

LORRAINE MAGANA, CITY CLERK

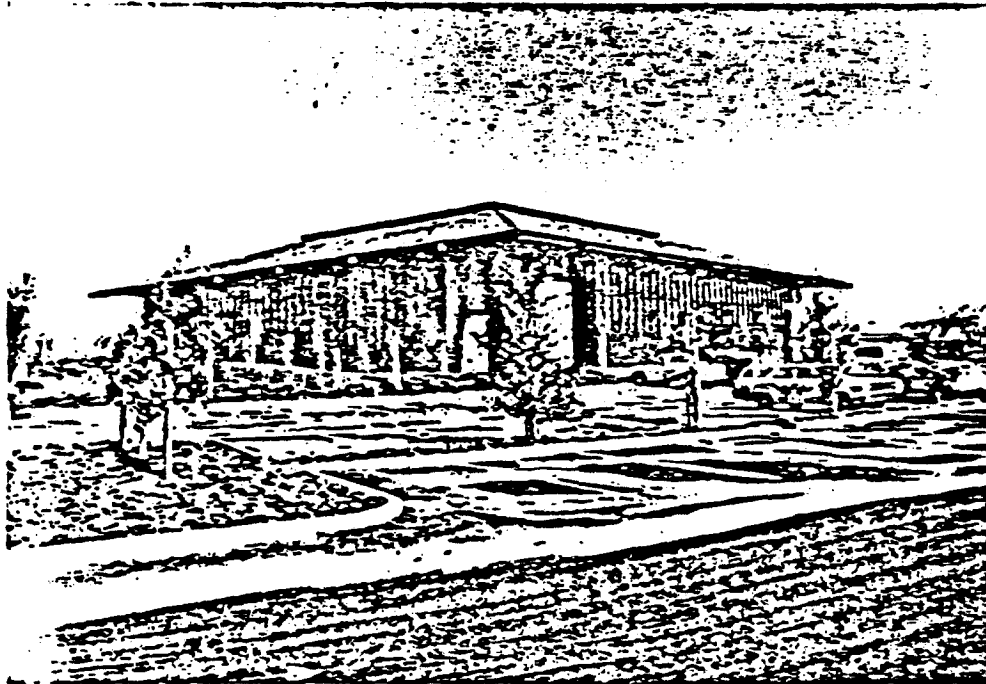
City Agreement No. 82055

-2-

ORDINANCE No. 82-100

DEC 7 1982

EXAMPLES OF ACCEPTABLE TILT-UP CONSTRUCTION



City Agreement No. 82055

ATTACHMENT III  
ORDINANCE No. 32,100

DEC 7 1982

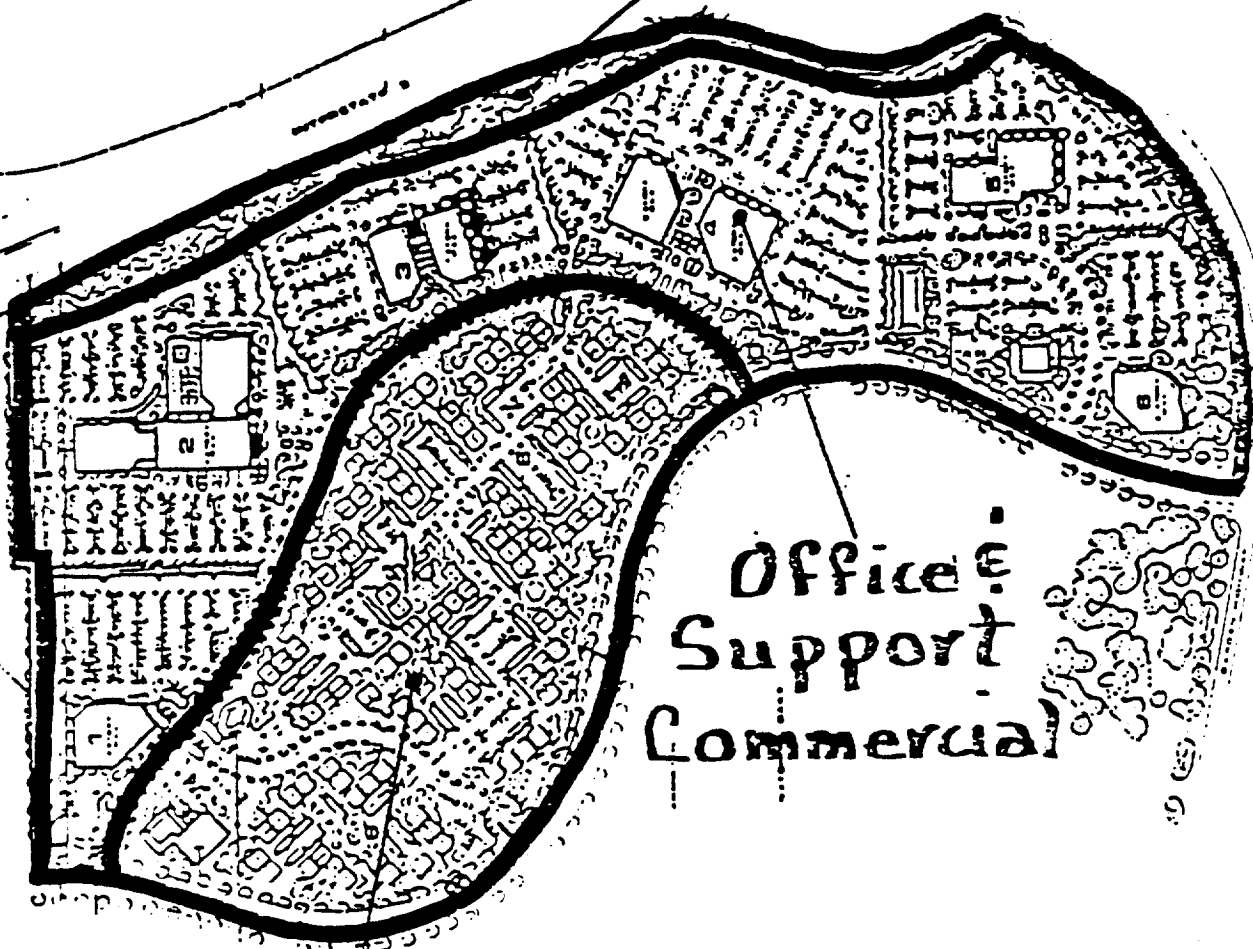
**GATEWAY  
CENTRE**

O = stop w/ tu  
 ⊗ = stop w/ turnout  
 : = shelter

DEVELOPER  
 LES C. SAMMS COMPANY  
 1421 RIVER PARK DRIVE  
 SACRAMENTO, CALIFORNIA

LAND PLANNERS  
 ANTHONY M. BEARD  
 AND ASSOCIATES  
 828 MONTGOMERY ST.  
 SAN FRANCISCO, CALIF.

**I-5 Scenic Corridor**



**Office  
Support  
Commercial**

**Residential**

EXHIBIT C

SQUARE FOOTAGE ENTITLEMENT

Office	853,687 square feet
Commercial	35,000 square feet

City Agreement No. 82055

ORDINANCE No. 32,100  
 DEC 7 1982

DEVELOPMENT GUIDELINES  
SOUTH NATOMAS OFFICE PARKS

December 7, 1982

Exhibit B, incorporated by reference as though fully set forth in:

1. Natomas Eastside Development Agreement, Ordinance No. 82-099, and PUD Resolution No. 82-852;
2. Gateway Centre Development Agreement, Ordinance No. 82-100, and PUD Resolution No. 82-854;
3. Creekside Office Park Development Agreement, Ordinance No. 82-101, and PUD Resolution No. 82-856;
4. Natomas Corporate Center Development Agreement, Ordinance No. 82-102, and Resolution No. 82-858.

City Agreement No. 82055

ORDINANCE NO. 82-100  
DEC 7 1982

TABLE OF CONTENTS

Section I	Purpose and Intent
Section II	Procedures for Approval
Section III	Permitted Uses in the Office Building Zone
Section IV	Permitted Uses in the Commercial and Shopping Center Zones
Section V	Environmental Standards
Section VI	Building Standards
Section VII	Sign Criteria and Regulations
Section VIII	Residential Design Criteria
Section IX	Issuance of Building Permit
Section X	Building Occupancy

## I. PURPOSE AND INTENT

The South Natomas Office Parks are a planned unit development comprised of the Creekside, Gateway Centre, Natomas Eastside and Natomas Corporate Center. These guidelines, as approved and accepted by the City of Sacramento City Council, shall be adopted and used by the Creekside, Gateway Centre, Natomas Eastside and Natomas Corporate Center Architectural Review Committees. Each of the South Natomas Office Parks shall establish and maintain a separate architectural review committee established by the declarants and providing for successors which shall be set forth in the respective CC & R's governing the individual office parks. The Architectural Review Committees shall adhere to the following objectives in reviewing the development plans:

1. To provide adequate natural light, pure air and safety from fire and other dangers.
2. To minimize congestion due to vehicular and pedestrian circulation within the project area.
3. To preserve and enhance the aesthetic values throughout the project.
4. To promote public health, safety, comfort, convenience and general welfare.

These Development Guidelines shall incorporate the Schematic Plan for the South Natomas Office Parks approved by the Sacramento City Council by Resolution No.           . These guidelines are intended to act as a supplement to existing City Ordinances and shall prevail when more restrictive than the City Ordinance. Any amendments hereto can only become effective upon approval by the Planning Commission of the City of Sacramento.

## II. PROCEDURES FOR APPROVAL

Development of parcels in PUDs are subject to special permit approval by the City Planning Commission. Special permit development plans shall be in conformance with the schematic plan and PUD guidelines approved by the City Council.

A preliminary review of special permit applications may be required when the City determines that such review, by City, County, State and other agencies, is essential to a thorough review.

The following information shall be submitted with a special permit application:

1. Names and address of builder, contractor, developer, and architect.
2. Project site plat with dimensions taken from signed recorded plat.
3. All submissions must include topography showing existing grades and proposed grades at one foot intervals with spot elevations as required to clarify drawings, also show building corner elevations and floor landscaping.
4. Proposed landscaping, including automatic irrigation system.

: : -3-

5. Retaining walls.
6. Locations and details of temporary and permanent signs, including dimensions.
7. Temporary and permanent fences.
8. Front, side, and rear setbacks from building to property lines.
9. Easements and rights-of-way.
10. Pipes, berms, ditches, swales.
11. Driveways, parking areas, pathways, and lighting, existing and proposed.
12. Locations and details of benches and patios.
13. Exterior storage and screening devices for trash, mechanical and communications equipment, and meters.
14. Light poles and transformers, with height and type indicated.
15. Sewer alignments and location of manholes and inverts.
17. Mailboxes, if any.
18. Roof projections and/or roof plan and screening treatment.
20. Land use distribution:
  - % and square footage of site used for the following:
    - Building pad;
    - Surface parking and any other paved area;
    - Landscaping (includes private sidewalks and patios).
21. Building elevations for all sides and height to top plate and top of roof.
22. Location of existing and proposed buildings.
23. Street names and right-of-way widths.
24. Cross sections of structures indicating relationship to adjacent buildings and roadways.
25. Dimensions for typical parking stalls and maneuvering areas, including setbacks of buildings and building separation.
26. Bar scales on all plans.
27. Written approval of the pertinent Architectural Review Committee.

### III. PERMITTED USES IN THE OFFICE BUILDING ZONE

#### A. Building and Occupancy Standards

1. The minimum building size shall be 40,000 sq. ft. except for the two structures located at the northern entrance on the Creekside schematic. The minimum individual tenant space utilization shall be 2,500 square feet.
2. A structure less than 40,000 sq. ft. may be allowed by special permit if:
  - a. the structure is part of an overall phased development plan containing 40,000 sq. ft. or more, or
  - b. the structure will house a uniquely desirable single tenant, or
  - c. after five years or fifty percent of each office park's land area has been developed, whichever occurs first.

B. The office parks are intended to house large corporate office users seeking a campus-like office park setting. Office uses normally allowed in the OB zone are permitted. Examples include:

1. Corporate and regional headquarters.
2. Communication companies such as broadcasting station offices, broadcast audience research and public opinion poll companies, cable television companies and telegraph and cablegram companies.
3. Banking and other financial operations.
4. Insurance companies.
5. Computer programing, data processing and other softwares services.
6. Telecommunication exchanges.

Research and development uses in the fields of electronics, communications, medical, data processing and computer technologies, environmental control, measuring devices, scientific instrumentation, and advanced engineering research shall be allowed. However, such uses shall not include the manufacture or assembly of the products derived from the research or development process.

C. Food service uses are also permitted within the office buildings when ancillary to the office use (e.g., employee cafeteria). Principal entrance to the food service use shall be from inside the office building only. Signs shall not be visible from the outside.

#### IV. PERMITTED USES IN THE COMMERCIAL AND SHOPPING CENTER ZONES

A. Shopping Center Zone on Natomas Eastside (25 acres)  
Uses normally established in the SC zone are permitted, with the exception of those listed below. The shopping center is intended to serve South Natomas as a community shopping center. Any offices shall be limited to a maximum of 2,500 sq. ft. of gross leasable area per tenant.

Prohibited uses include hotels, motels, office larger than 2,500 sq. ft., and business college or trade schools.

A six-foot high stone or masonry wall shall be placed along the property line abutting residentially designated land.

-5-

82055

ORDINANCE NO. 32,100

DEC 7 1982

B. Commercial Zone on Gateway Centre (5 acres)

The following shall be permitted: restaurant (excluding drive-in restaurant fast food stand), private club-social center, and non-residential care facility for children, and bank/savings and loan.

ZONES  
V. ENVIRONMENTAL STANDARDS IN THE OFFICE, COMMERCIAL and SHOPPING CENTER

A. General

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

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. Minimum Landscaping Coverage Per Project. Minimum landscape coverage percentage for property within the PUD and for any project within the PUD shall be 25 percent in the office zone, 20 percent in the commercial zone, and 15 percent in the shopping center zone. However, in the case of a single story office structure, the minimum landscaping coverage shall be 20%. Note: Landscaping within the I-5 scenic corridor does not count toward the minimum landscape coverage requirement.

3. Planting Types. All trees, shrubs, and groundcover planting types shall conform to the South Natomas Office Parks approved plant list unless an alternative type is approved by the Director of Community Services or his designee. A plant list for the PUD shall be approved by the Planning Director prior to the submittal of the first special permit application to the planning department.

4. 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.

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

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

7. Approval of Landscape 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.

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

9. 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.

10. 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.

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

12. Grading, trenching, cutting, filling, stacking of construction materials, and parking of equipment and vehicles within the dripline of the trees identified in the tree legend for Creekside and the Oaks located on Gateway Centre shall be prohibited.

#### C. Pedestrian Circulation

Primary and secondary walkways shall be designed indicating a relationship with street access, bus stops, parking areas, adjacent structures and 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 Area Standards

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. Required off-street parking shall be provided on the site served.

3. Parking Requirements

A. Office (OB zone)

1. One automobile parking space for each 250 square feet of gross floor area.
2. One bicycle space for every 20 required automobile parking spaces, 50 percent of which shall be Class I facilities and 50 percent of which shall be either Class II or Class III as defined in Section 22.A.6 of the Zoning Ordinance.
3. Of the parking spaces provided, carpool, vanpool and bicycle parking spaces shall be located closest to the employee entrances to the buildings.

B. Commercial and Shopping Center

1. Retail Store. One automobile space for each 250 square feet of gross floor area.
2. Restaurant/Bar. One automobile space for every three seats based upon capacity of the fixed and moveable seating area as determined under the Uniform Building Code.
3. All other commercial uses shall conform to City requirements for each commercial use.
4. One Class II or Class III bicycle space for every 25 required automobile parking spaces as defined in Section 22.A.6 of the Zoning Ordinance.

C. Carpooling and Vanpooling is encouraged for each building and shall be addressed in the Special Permit application for each development.

D. 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.

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 will be permitted. A continuous six-inch raised concrete curb shall be provided along all landscape areas abutting parking or drives.

E. Maximum of thirty percent of all vehicle parking spaces may be compact spaces.

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

G. Exterior 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.
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.

H. Performance Standards

1. Purpose and Intent.

It is the intent of these restrictions to prevent any use of the business parks which may create dangerous, injurious, noxious or otherwise objectionable conditions.

2. Nuisances.

No nuisance shall be permitted to exist in the business parks. The term "nuisance" shall include, but not be limited to, any of the following: 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 business parks or residing in adjacent neighborhoods; or

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 business parks or residing in adjacent neighborhoods; or

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

VI. BUILDING STANDARDS IN THE OFFICE BUILDING COMMERCIAL & SHOPPING ZONES

A. Purpose and Intent

The purpose and intent of this section is (a) to encourage the creative and innovative use of materials and methods of construction, and (b) to prevent indiscriminate and insensitive use of materials and design.

B. Building Height and Setbacks

1. Maximum building height shall be 65 feet, however, if a mechanical penthouse is provided, an additional ten feet shall be allowed to accommodate the mechanical penthouse.

2. Building and Landscaped Setbacks.

	<u>Building Setback</u>	<u>Landscaped Setback</u>
- Freeway (measured from exterior right-of-way line) (See Attachment I)	100'	-
- W. El Camino, Garden Highway Gateway Oaks Dr. & Major Street in Natomas Eastside	50'	50'**
- Azevedo, loop streets in Natomas Eastside and Gateway Centre, and Extension of Azevedo thru Creekside to Natomas Corporate Center	50'	25'
- All other public and private streets	25'	25'
- Bannon Slough Parkway	20'	-
- Perimeter of properties abutting the Natomas Main Drain (contiguous to SC zone) (See Attachment II)		20'

\*\* A 40' landscaped setback shall apply if the streets are posted with no parking signs.

C. 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 is maintained. The intent is not to allow for full tilt-up concrete structures (like a warehouse facility), but only to provide that tilt-up concrete materials may form a portion of the surface area of the structures; e.g., to provide for sheer walls, decorative forms, etc., with other construction materials making up the majority of the surface, such as combination of glass and spandrel. See Attachment III for examples.

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.

#### D. 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 muted shades and medium to dark tones of burnt umber, raw umber, raw sienna, burnt sienna, Indian red, English red, yellow ochre, chrome green, and terra verts. Redwood, natural stone, brick, dark duranodic aluminum finishes, etc., shall be the background colors. If painted surfaces are used, these shall be earth toned. Accent colors shall be used whenever necessary, but shall be subject to review by the Architectural Review Committee and approval of the City Planning Department.

#### E. Roof Projections and Design

1. All air conditioning units, ventilating equipment, other mechanical equipment and communications equipment shall be completely screened or enclosed with materials compatible with the building siding.

2. Projections shall be painted to match the roof or building.

#### F. 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 at the South Natomas Business Parks.

##### 2. Standards

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

b. 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.

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

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

e. Periodic energy-use audits shall be conducted by SMUD to identify wasteful consumption practices and opportunities for energy use reduction.

#### G. 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 of a permanent building. These shall be installed at the start of 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.

#### H. Loading Areas

Truck loading dock(s) shall be designed as an integral part of the structure(s) and shall not be oriented to any public right-of-way, freeway or adjacent residential area. The intent is to assure that these facilities are located in the most inconspicuous manner possible.

#### I. Outside Storage

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.

#### J. 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 of 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 residences.

#### K. 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.

#### L. On-Site Drainage

Each building site owner shall be required to provide adequate drainage facilities in accordance with City of Sacramento standards.

#### M. Exterior Fire Stairs

1. Unenclosed exterior fire stairs shall not be permitted.

#### N. 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.

#### O. Miscellaneous Development Criteria

1. Non-residential structures in the office building, commercial and shopping center zones located within fifty (50) feet of Gateway Oaks Drive, the extension of Gateway Oaks Drive in Natomas Eastside, the Bannon Slough Parkway and any residential units shall not exceed two stories (thirty-five feet) in height.

2. A fifty foot wide landscaped buffer shall be installed and maintained between the property line separating residentially and office designated land on the Natomas Eastside Office Park. The entire landscaped buffer shall be located on the office designated property.

3. The shopping center shall not be oriented to I-5.

### VII. SIGN CRITERIA AND REGULATIONS

A. The criteria will aid in eliminating excessive and confusing sign displays, preserve and enhance the appearance of the South Natomas Office Parks development, safeguard and enhance property values, 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. In all cases, except for the maximum area for OB, the more restrictive requirements shall apply.

#### B. General Requirements

1. A 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. No sign shall be specifically designed or oriented to be viewed from the freeways and/or the American River and Sacramento River Parkways.
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.
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 offsite signage shall be allowed.

#### C. Design Requirements

1. The location of signs shall be only as shown on the approved special permit site plan.
2. All electrical signs shall bear the UL label and their installation must comply with all local building and electrical codes.
3. No exposed conduit, tubing, or raceways will be permitted.
4. No exposed neon lighting shall be used on signs, symbols, or decorative elements.
5. All conductors, transformers, and other equipment shall be concealed.
6. All signs, fastenings, bolts, and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze or black iron of any type will be permitted.
7. 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.

8. Location of all openings for conduit and sleeves in sign panels of building shall be indicated by the sign contractor on drawings submitted to the Architectural Review Committee. Installation shall be in accordance with the approved drawings.
9. No signmakers' labels or other identification will be permitted on the exposed surface of signs, except those required by local ordinance which shall be located in an inconspicuous location.

#### D. Miscellaneous Requirements

1. Each occupant will be permitted to place upon each entrance to its premises not more than 144 square inches of lettering indicating hours of business, emergency telephone numbers, and proprietorship. No other window signs will be allowed.
2. Each occupant who has a non-consumer door for receiving merchandise may have uniformly applied on said door in a location, as directed by the Architectural Review Committee in two-inch high block letters the occupant's name and address. Where more than one occupant uses the same door, each name and address shall be applied. Color of letters will be selected by the Architectural Review Committee.
3. Occupants may install street address numbers as the U.S. Post Office requires in the exact location stipulated by the Architectural Review Committee. Size, type, and color of the numbers shall be stipulated by the Architectural Review Committee.

#### E. Special Signing

1. Floor signs, such as inserts into terrazzo, special tile treatment, etc., will be permitted with the occupant's lease line or property line if approved by the Architectural Review Committee.
2. Informational and directional signs relating to pedestrian and vehicular flows within the South Natomas Office Park 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) designates 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.

F. Designated Park Project Identification Sign

1. One non-illuminated monument sign as defined by Section 3.520 of the City Sign Ordinance shall be allowed per designated office park; however Gateway Centre shall be allowed a maximum of two non-illuminated monument signs.
2. Maximum area of sign: 48 square feet.
3. Maximum height of sign: 12 feet from street or parking lot grade, whichever is lower.
4. 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.

G. OB Office Building Zone

1. One non-illuminated monument sign as defined by Section 3.520 of the City Sign Ordinance allowed per parcel.
2. Maximum area of sign: forty-eight square feet.
3. Maximum height: twelve feet from street grade or parking lot grade whichever is lower.
4. 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.

H. SC Shopping Center Zone - Natomas Eastside

1. Shopping Center Identification Sign. Each shopping center site shall be allowed one monument sign, each not to exceed twelve feet in height and forty-eight square feet in area. Said monument sign shall face on West El Camino Avenue. Monument signs may be located in the setback area; however, they shall be located farther than ten feet from the public right-of-way and from any driveway.
2. Tenant Occupancy Signs
  - 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. Sign area shall be determined by the lineal frontage of each individual shop as follows:
  1. Width of sign, including logo, shall not exceed sixty percent of shop's width;
  2. Total vertical sign height shall not exceed twenty four inches;
  3. Maximum letter height shall be limited to eighteen inches.

I. C-2 Commercial Zone

1. One monument sign as defined by Section 3.520 of the City Sign Ordinance allowed per parcel.
2. Maximum area of sign: 48 square feet.
3. Maximum height of sign: twelve feet from street or parking lot grade, whichever is lower.
4. 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.

VIII. RESIDENTIAL DESIGN CRITERIA

In addition to the residential design criteria identified in the 1978 South Natomas Community Plan the residential developments shall reflect the design criteria outlined below.

A. Building Design and Orientation

- (1) Site planning shall take into account maximum solar orientation of structures;
- (2) The design of the dwelling units shall incorporate passive solar design features as much as feasible. These design features shall include eave overhangs, south facing glazing, double panel windows and added insulation. The use of solar heating and cooling is also encouraged;
- (3) Site planning shall minimize the incidences of one building shading another;
- (4) Private garden areas shall be oriented to the south as much as possible;
- (5) Buildings shall be designed and oriented to reduce overview of private areas as much as possible;

- (6) All mechanical and communications equipment (including public utility boxes and particularly exterior wall-mounted air conditioning units) shall be attractively screened;
- (7) Roofing materials shall be wood shake or equivalent aluminum, concrete, or other imitation shakes or tile, subject to special permit approval;
- (8) Recreational amenities shall be located and/or designed so as to not impact adjacent properties.
- (9) The dwelling units located adjacent to Interstate 5 shall incorporate sound attenuation measures to comply with the City's noise element.
- (10) Accessory structures shall be compatible in design and materials with the main buildings.

**B. Off-Street Parking**

- (1) Off-street parking shall be provided at a ratio that adequately serves the needs of the residents and guests. The minimum ratio shall be 1.5 parking spaces per unit.
- (2) Off-street parking shall be screened from the street by physical barriers such as landscaping and berming.
- (3) Evergreen and deciduous trees shall be used for screening purposes along the perimeter of the parking areas and private streets.
- (4) Where 90° angle parking is used the stall depth shall be reduced by two feet and this two feet shall be incorporated into the adjacent landscaping.

**C. On-site circulation**

- (1) Pedestrian/bicycle paths shall be incorporated into the site design to maximize pedestrian and bicycle use within the development.
- (2) A display and unit location map shall be installed at each major driveway entrance and any major walkway entrance to the development as an aid to emergency personnel and a convenience to visitors.

#### D. Landscaping Criteria

- (1) Landscaping materials selected shall be:
  - (a) Compatible with one another and with existing material on the adjacent site.
  - (b) Complimentary to building design and architectural themes.
  - (c) Varied in size (one and five gallon shrubs, five and 15 gallon, and 24 inch box trees).
- (2) Landscaping treatment shall include:
  - (a) Larger specimens of shrubs and trees along the site periphery.
  - (b) The utilization of group plantings of deciduous trees on the eastern and southern facing walls so as to reduce energy consumption in the summer yet allowing for solar gain in the winter.
  - (c) Trees located so as to screen parking areas and private first floor areas and windows from second story units.
  - (d) Undulating landscaped berms located along street frontages.
- (3) Open space shall be designed to maximize its utility. Both large and small areas for both active and passive activities shall be achieved through effective building orientation, walkway location, etc.
- (4) Landscaping of parking areas in compliance with the 50% parking lot shading requirement.

#### E. Trash Enclosures:

- (1) Sturdy enclosure walls shall be constructed to reduce maintenance.
- (2) Design and materials shall match or complement the residential structures.
- (3) Metal plate doors, if used, shall have wood veneer and/or wood battens.
- (4) Walls shall be a minimum six feet in height; more if necessary for adequate screening, doors shall be provided on all trash enclosures.

- (5) The enclosures shall be screened with landscaping.
- (6) The enclosures shall be adequate in capacity, number, and distribution, as approved by the City Waste Removal.

**IX. 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 have been reviewed by the Planning Director and he has determined that said plans conform to a valid special permit issued for a Planned Unit Development under this Section.

**X. BUILDING OCCUPANCY**

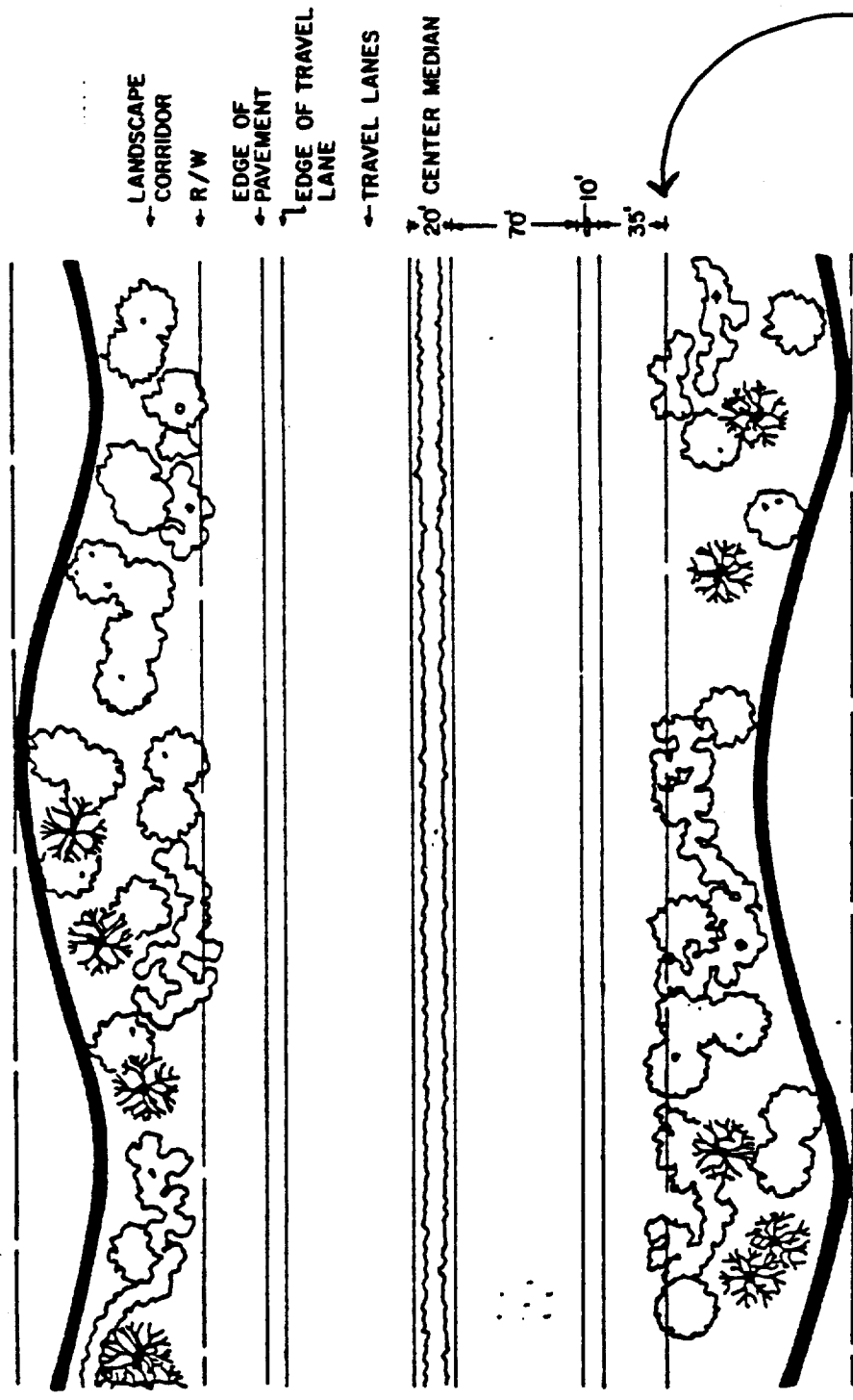
In accordance with Section 8 of the Zoning Ordinance, "no building or structure unit within a Planned Unit Development may be occupied until an inspection of the project has been made by the Planning Director to see that all conditions of the special permit have been complied with."

DP:crp  
12/01/82 wp 7j

City Agreement No. 82055

ORDINANCE No. 32,100

DEC 7 1982



100' building setback from freeway measured from exterior of 35' Cal Trans right-of-way line.





Attachment I

82055

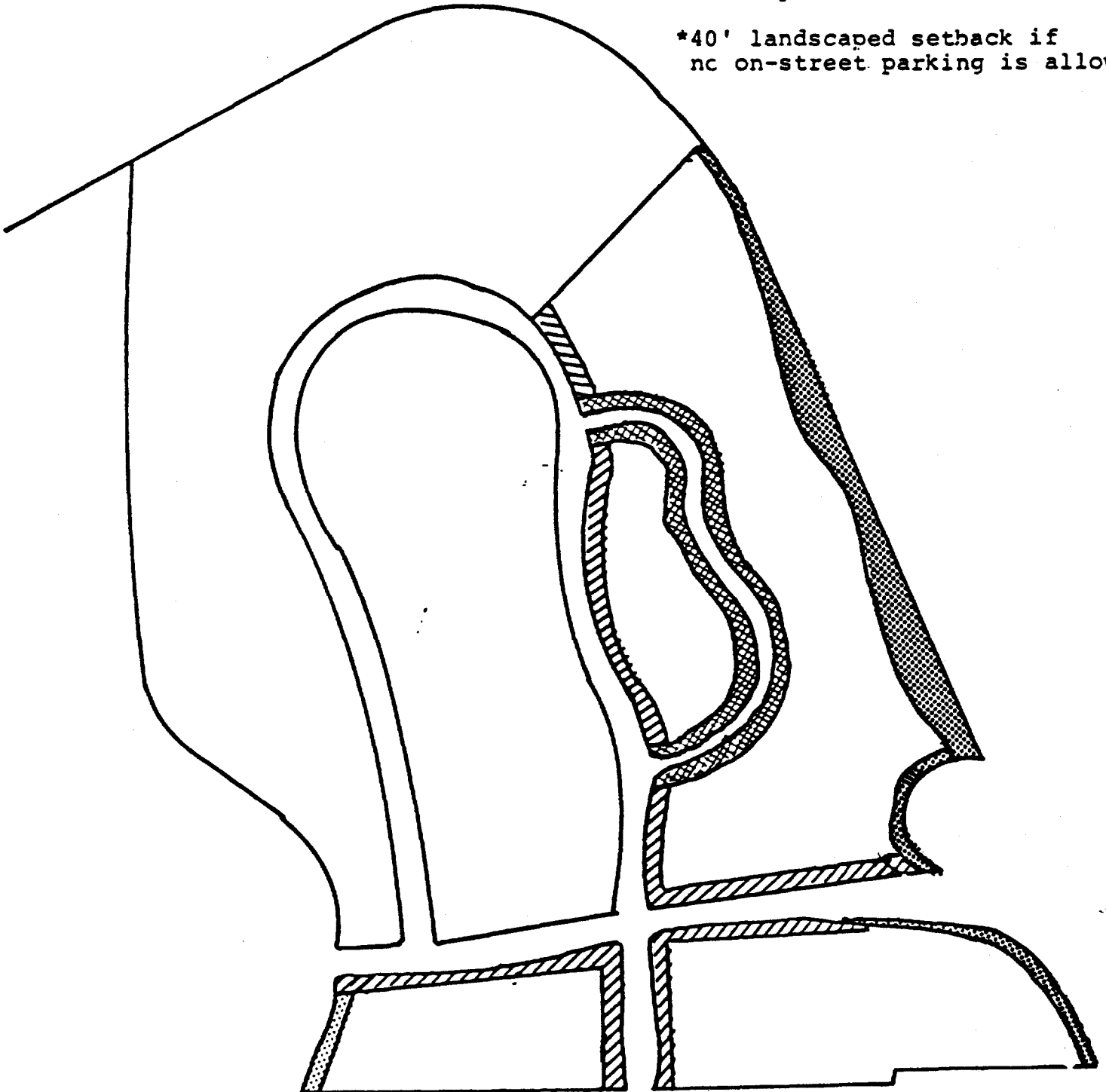
ORDINANCE No. 32,100

DEC 7 1982

NATOMAS EASTSIDE

-  50' Building Setback & 25' Landscaped Setback
-  I-5 Landscaped Corridor
-  20' Landscaped Setback
-  50' Building Setback & Landscaped Setback\*

\*40' landscaped setback if no on-street parking is allowed









ATTACHMENT IIa

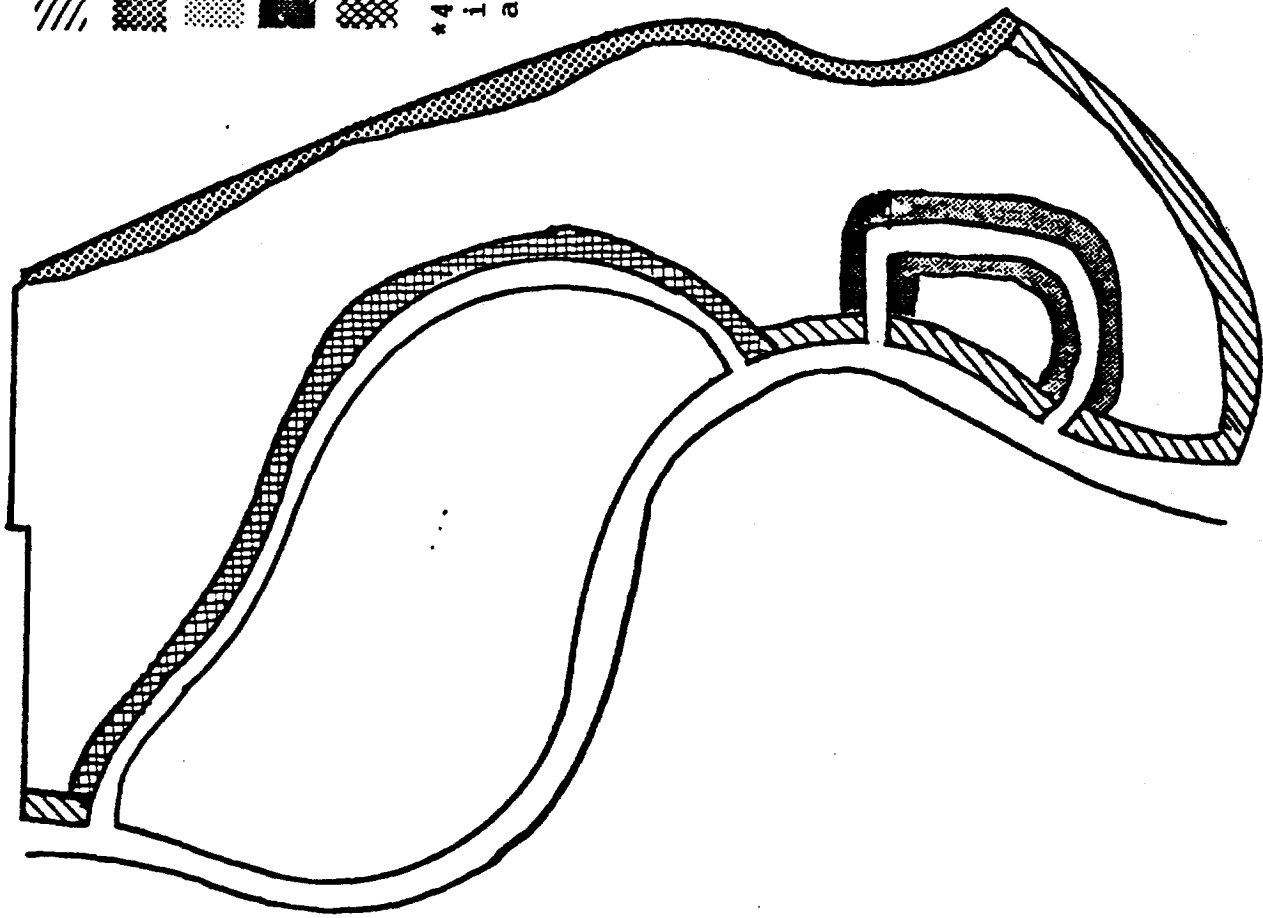
City Agreement No. 82055

NOT TO SCALE

ORDINANCE No. 32,100  
DEC 7 1982

GATEWAY CENTRE

-  50' Building & Landscaped Setback\*
-  I-5 Landscaped Corridor
-  20' Landscaped Setback
-  25' Building & Landscaped Setback
-  50' Building Setback & 25' Landscaped Setback
-  \*40' landscaped setback if no on-street parking allowed



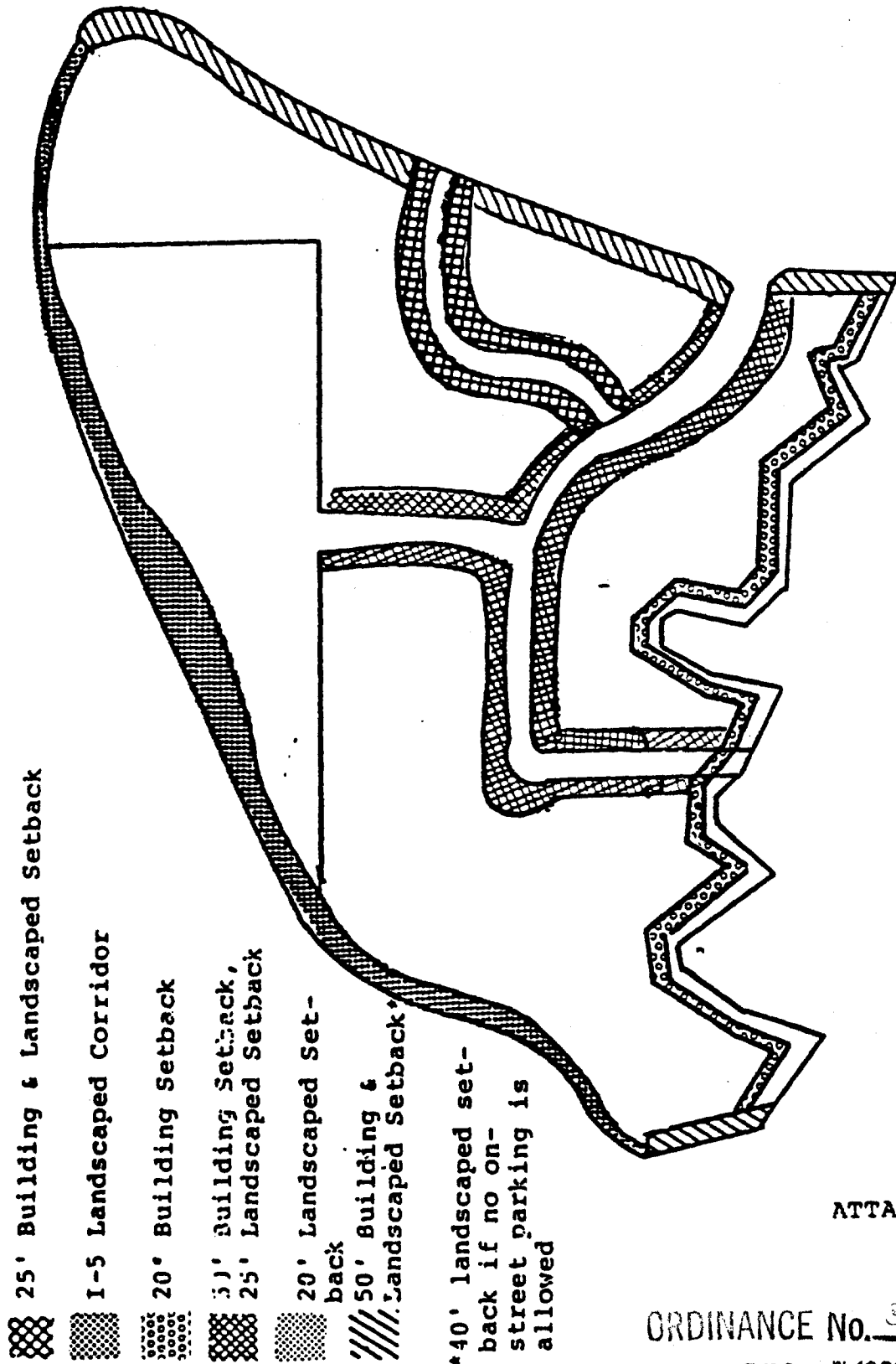
NOT TO SCALE

ATTACHMENT IIB  
ORDINANCE No. 32.100  
DEC 7 1982

82055

CREEKSIDE AND NATOMAS CORPORATE CENTER

City Agreement No. 82055



25' Building & Landscaped Setback

1-5 Landscaped Corridor

20' Building Setback

50' Building Setback,  
25' Landscaped Setback

20' Landscaped Set-  
back

50' Building &  
Landscaped Setback

\*40' landscaped set-  
back if no on-  
street parking is  
allowed

ATTACHMENT IIC

ORDINANCE No. 32,100

DEC 7 1982