

ORDINANCE NO. 97-040

ADOPTED BY THE SACRAMENTO CITY COUNCIL

JUN 24 1997

ON DATE OF

AN ORDINANCE RELATING TO THE APPROVAL OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND ALLEGHANY PROPERTIES, INC. FOR PROPERTIES LOCATED AT THE SOUTHWEST CORNER OF STADIUM BOULEVARD (NORTH MARKET) AND THE EAST DRAIN (AREA #2) AND BETWEEN DEL PASO ROAD AND INTERSTATE 80 EAST OF INTERSTATE 5 (AREA #3) IN THE NORTH NATOMAS COMMUNITY PLAN AREA

(P96-083) (APN: Area #2 225-0150-038, 047, 048, 049, and 050)

(P96-084) (APN: Area #3 225-0070-043, 049, 075; 225-0140-016, 017; 225-0150-31, 033, 044, 045, 046; 225-0180-038, 039; and 225-0310-013, and 014)

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO THAT:

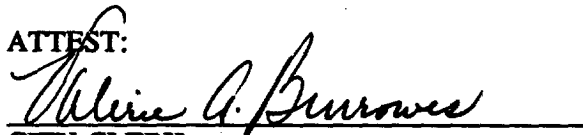
SECTION 1.

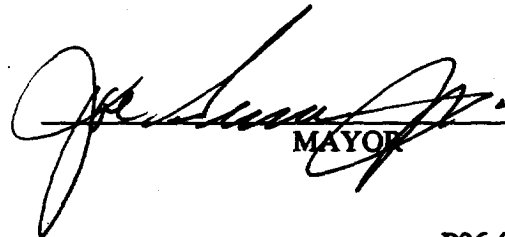
This ordinance incorporates, and by this reference makes part hereof, that certain Development Agreement by and between the City of Sacramento and Alleghany Properties, Inc., a copy of which is attached hereto.

SECTION 2.

The Development Agreement attached hereto is hereby approved, and the Mayor is authorized to execute said Development Agreement on behalf of the City of Sacramento after the effective date of this Ordinance. This approval and authorization is based upon the Negative Declaration and Mitigation Monitoring Plan which is the subject of a separate resolution adopted by the City Council prior to or concurrent with the adoption of this Ordinance.

ATTEST:


CITY CLERK


MAYOR

P96-083/ P96-084

PASSED FOR PUBLICATION: June 17, 1997
ENACTED : June 24, 1997
DATE EFFECTIVE : July 24, 1997

FOR CITY CLERK USE ONLY

ORDINANCE NO.: **97-040**

DATE ADOPTED: **JUN 24 1997**

Recording Benefits the City of Sacramento,
a Government Entity - No Fee Required.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

**NORTH NATOMAS
DEVELOPMENT AGREEMENT**

API-2 and API-3

ORDINANCE No. _____

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**NORTH NATOMAS
DEVELOPMENT AGREEMENT**

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LIST OF EXHIBITS

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Exhibit "B"	Landowner's Development Plan
Exhibit "C"	Special Conditions
Exhibit "D"	Assignment and Assumption Agreement
Exhibit "E"	North Natomas Land Acquisition Program
Exhibit "F"	Protest Waiver Provisions Agreed to by Landowner
Exhibit "G"	Irrevocable Offer of Dedication Form
Exhibit "H"	Map and Categorical Listing of Land and Infrastructure
Exhibit "I"	List of Assessor Parcel Numbers

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Clerk
City of Sacramento
915 I Street
Sacramento CA 95814

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SACRAMENTO
AND**

This Development Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 1997, by and between the CITY OF SACRAMENTO, a municipal corporation (hereinafter the "CITY"), and ALLEGHANY PROPERTIES, INC., a Delaware corporation (hereinafter the "LANDOWNER").

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the Legislature of the State of California adopted Sections 65864, et seq., of the Government Code which authorizes any city, county, or city and county to enter into a development agreement with an applicant for a development project, in order to establish certain rights and obligations of the parties relative to the Property.

B. LANDOWNER owns a legal or equitable interest in those certain parcels of real property (hereinafter the "Property"), described in Exhibit "A" attached hereto and incorporated herein by this reference, which are located within the CITY. The Property consists of lands

designated as Assessor Parcels Nos. see Attached Exh. I. LANDOWNER seeks to develop the Property consistent with CITY's General Plan, the 1994 North Natomas Community Plan and the Zoning Ordinance as they exist on the Effective Date.

C. The City Council has held duly noticed public hearings on the CITY's General Plan, the 1994 North Natomas Community Plan and the Environmental Impact Reports prepared therefor. At the conclusion of these hearings, the City Council, on January 19 1988, certified the Environmental Impact Report on the City General Plan Update as adequate and complete, and on May 3, 1994, certified the Environmental Impact Report on the 1994 North Natomas Community Plan Update as being adequate and complete.

The City Council on January 19, 1988, after making specific findings and adopting a Statement of Overriding Considerations, approved a revised General Plan by Resolution No. 88-058 (hereinafter the "General Plan"). The City Council on May 3, 1994, after making specific findings and adopting a Statement of Overriding Considerations, approved the 1994 North Natomas Community Plan by Resolution No. 94-259. (hereinafter the "NNCP"). The uses allowed under the General Plan, NNCP, and the applicable zoning ordinances provide for a balanced mix of residential housing and employment opportunities as well as provide for the protection of major open space and recreational resources.

The City Council on August 9, 1994, after a duly noticed public hearing, approved the North Natomas Finance Plan to provide a plan for the financing of the Infrastructure and public improvements needed to successfully implement the NNCP over time.

D. CITY and LANDOWNER desire to enter into a development agreement pursuant to the provisions of Government Code Sections 65865, et seq., in order to provide for the orderly

development of the Property, in accordance with the goals set forth in Government Code section 65865, the General Plan and the NNCP.

E. The coordinated and orderly development of the Property, and LANDOWNER's commitment to the implementation of the North Natomas Finance Plan in order to assure the timely and properly-phased construction of all required Infrastructure and facilities, are essential to the proper implementation of the General Plan and the NNCP.

F. LANDOWNER desires to facilitate implementation of the General Plan, the NNCP and the North Natomas Finance Plan, and LANDOWNER therefore agrees to develop the Property in a manner consistent with the policies of the General Plan, the NNCP, the North Natomas Finance Plan and the Special Conditions, provided that LANDOWNER is assured that no subsequent changes in the General Plan, the NNCP, the North Natomas Finance Plan, the Zoning Ordinance or the Special Conditions shall apply to the Property during the term of this Agreement.

G. The City Council, on March 7, 1995, adopted the Procedural Ordinance, by which CITY will, inter alia, consider, adopt, amend and subsequently review the development agreements by and between CITY and a given landowner.

H. Development of the Property, in accordance with the conditions of this Development Agreement, will provide orderly growth and development of the Property in accordance with the requirements, policies, goals, standards, and objectives of the General Plan and the NNCP. At the same time, it will assure that LANDOWNER is committed to funding its appropriate share of the cost of Infrastructure and other facilities which are the subject of the North Natomas Finance Plan, and that the funding for acquisition and construction of those facilities will be available to CITY as and when required under the Infrastructure phasing program.

I. An integral part of the North Natomas Finance Plan is the North Natomas Land Acquisition Program ("NNLAP"), with the associated Land Acquisition Fee ("LAF"). The NNLAP is designed to provide a means for transfer to or acquisition by CITY, or such other public agency as is appropriate, of certain lands within the NNCP area (as those lands are specified in the NNLAP) which are designated to be held publicly. Such lands are identified under the North Natomas Finance Plan. The purpose of the NNLAP is to provide a method whereby all of such lands will be transferred or acquired with funds from the private development community without cost to the CITY general fund, or any of its other funds, and at the time when needed. The purpose of the LAF is to provide a means, through the fee program, of equalizing the cost of the NNLAP among the various landowners within the NNCP area, inasmuch as certain landowners will be required to relinquish land to public ownership in amounts in excess of their fair share as defined by the North Natomas Financing Plan. The LAF also provides a means for reimbursing landowners who have advanced funds to CITY for the purpose of acquiring land required for Infrastructure, where eminent domain or other procedures are needed, or where it is otherwise required to enable a particular landowner to develop its property. One of the purposes of this Agreement is to provide LANDOWNER's commitment to the provisions of the NNLAP and the LAF.

J. This Agreement is voluntarily entered into by LANDOWNER in order to assure the implementation of the General Plan, the NNCP and the North Natomas Finance Plan, and is made in consideration of the rights conferred and the procedures specified herein for the development of the Property. This Agreement is voluntarily entered into by CITY in the exercise of its legislative discretion in order to assure the implementation of the General Plan, the NNCP, and the North Natomas Finance Plan and in consideration of the agreements and undertakings of LANDOWNER

hereunder. But for LANDOWNER's contribution to and participation in programs to mitigate the impacts of the development of the Property and the cumulative impacts of development in the NNCP area, and to the implementation of the North Natomas Financing Plan, the CITY would not approve development of the Property.

K. The authority for this Agreement is contained in the City Charter of CITY, the Procedural Ordinance, other applicable CITY ordinances, resolutions and procedures and Government Code Sections 65864, et seq.

L. CITY and LANDOWNER have taken all actions mandated by and have fulfilled all requirements set forth in the Procedural Ordinance for the adoption of this Agreement by the City Council.

M. The City Council has reviewed and approved this Agreement. It finds that this Agreement is consistent with the General Plan, the NNCP, the North Natomas Finance Plan, and all other applicable CITY ordinances, rules and regulations. The implementation of this Agreement is in the best interest of CITY and the health, safety and welfare of its residents. The environmental impacts of the development contemplated herein were adequately considered in the environmental documentation prepared by CITY and adoption of the ordinance and approval of this Agreement complies in all respects with the California Environmental Quality Act.

AGREEMENT

NOW, THEREFORE, in further consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants of the parties

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contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I

DEFINITIONS

The terms set forth below, unless the context otherwise requires, shall have the meanings prescribed, for purposes of this Agreement.

Adopting Ordinance: the ordinance pursuant to which the City Council approves this Agreement.

Allocation Procedures: those procedures set forth in Section 5.H. of this Agreement, whereunder the various uses and densities are distributed to and among the various parcels, or portions of them, comprising the Property.

Annual Review: the process, and procedures therefor, whereby CITY reviews, pursuant to Government Code Section 65865.1, the nature and extent of compliance by LANDOWNER with all of the terms and conditions of this Agreement, which process and procedures are as specified in the Procedural Ordinance, and in section 17 of this Agreement.

Assessment: a special assessment levied on real property within the North Natomas Community Plan area, for the purpose of financing Infrastructure and/or public facilities, or maintenance thereof, in accordance with the California Streets and Highways Code, the California Government Code, and/or the Sacramento City Code.

Assessment District Policy Manual: the document entitled "City of Sacramento Policy and Procedures for Use of Special Assessment and Mello-Roos Community Facilities District Financing

for Infrastructure and Public Facilities", as adopted by the City Council on June 29, 1993 (Resolution 93-381), as said document may be amended from time to time.

Assignee: a third Person executing an Assumption Agreement prepared in accordance with the format prescribed in Exhibit D.

Assignment: the sale or other transfer by LANDOWNER of all or part of its right, title and interest in the Property and in this Agreement to another Person, in accordance with the terms and conditions of this Agreement.

Assumption Agreement: the agreement prescribed in Exhibit D, whereby an Assignee undertakes to perform all obligations, and other terms and conditions of this Agreement, as a condition of release of the Assignee's predecessor in interest from the responsibility for performance of such obligations and other terms and conditions, with respect to the portion of the Property assigned to the Assignee.

CEQA: the California Environmental Quality Act, set forth at California Public Resources Code Sections 21000, et seq., as amended from time to time.

CITY: the City of Sacramento.

City Agency: the Redevelopment Agency of the City of Sacramento, and the Housing Agency of the City of Sacramento.

City Council: the Council of the City of Sacramento.

Comprehensive Drainage Plan: the Drainage System for North Natomas, prepared by the City of Sacramento, Borcalli & Associates, Ensign & Buckley, or other consulting firm, and adopted by the City Council, as it may be amended from time to time.

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Comprehensive Flood Management Plan: that plan required to be prepared, and to be adopted by the City Council, pursuant to the CITY's floodplain policy adopted by Resolution No. 93-696.

Dedication: the transfer of real property, or a defined interest therein, to CITY or another public agency, free of all encumbrances and other matters affecting the title except as may otherwise be agreed to by CITY or such other public agency, and at no cost to CITY or such other public agency, as specifically set forth in the NNLAP, within the North Natomas Finance Plan, as it may exist from time to time.

Deed of Trust: a real property security device whereby the debtor (trustor) conveys title to real property to a trustee as security for a debt owed to the creditor (beneficiary).

Default: a failure of performance, or unreasonable delay in performance, by either party to this Agreement, of any of its terms, conditions, obligations or covenants. Default shall include, but not be limited to failure to comply with all provisions of the North Natomas Finance Plan and/or failure to pay any fee, tax or assessment enacted pursuant to that Plan.

Development: the use(s) to which the Property will be put, the buildings and improvements to be constructed on it, and the construction activities incident thereto, together with the process of obtaining all required land use entitlements.

Development Agreement: this Agreement.

Development Plan: LANDOWNER's plan for development of the Property, as set forth in Exhibit B. Where LANDOWNER, at the time of execution of this Agreement, does not propose a specific development project, the Development Plan shall be deemed to be development consistent with the Land Use and Development Regulations.

Drainage Phasing Plan: that portion of the Comprehensive Drainage Plan which identifies the sequence of construction of the Drainage System.

Drainage System: that drainage system set forth in the Comprehensive Drainage Plan, as that plan may exist from time to time.

Drainage Sub-basin: the individual drainage sub-areas identified in the Comprehensive Drainage Plan.

Effective Date: the date on which this Agreement has been approved by the City Council.

General Plan: the General Plan of the City of Sacramento, as adopted by the City Council on January 19, 1988, as said plan may be amended from time to time.

Habitat Conservation Plan: that plan, which must be adopted and implemented by the City Council, pursuant to which measures are taken to implement the provisions of the federal and state Endangered Species Acts, and pursuant to which incidental take permits will be issued to the City of Sacramento, to Landowner, or to others under said Acts.

Infrastructure: all public facilities and improvements needed to serve urban development, as identified in the NNCP and the North Natomas Finance Plan, or in subdivision maps, parcel maps, or as may otherwise be constructed and conveyed to CITY or another public agency, including but not limited to street and freeway improvements, drainage improvements, sanitary - sewer improvements and water storage and transmission facilities.

Interim Drainage: temporary surface water drainage to be provided to the North Natomas area by RD-1000, and/or any phase of the Drainage System, and/or any drainage project resulting in the removal of land within the North Natomas Finance Plan Area from a 100-year floodplain, pursuant to a plan approved by that agency and the City Council for the initial phase of development

within North Natomas, until such time as the Drainage System is constructed and operational, all pursuant to the RD-1000 Agreement.

Irrevocable Offer of Dedication: an unconditional and irrevocable offer by LANDOWNER to transfer real property to CITY in accordance with the provisions of the>NNLAP and/or any condition of any land use entitlement applicable to the Property, in the form specified in Exhibit G.

Land Acquisition Program (>NNLAP): the plan, also called the North Natomas Land Acquisition Program, which as an integral part of the North Natomas Finance Plan, is designed to provide a means for transfer to or acquisition by CITY, or such other public agency as is appropriate, of all lands within the North Natomas Community Plan area which are designated to be held publicly, at no cost to CITY. A copy of the plan is attached hereto as Exhibit E and incorporated herein by this reference.

Land Acquisition Fee (LAF): the fee/reimbursement program, which is an integral part of the North Natomas Finance Plan, and which is designed to equalize the cost of the>NNLAP among the various landowners within the North Natomas Finance Plan area.

Land Use and Development Regulations: the General Plan, the North Natomas Community Plan, the CITY's Subdivision Map Act Ordinance, and Zoning Ordinances, together with any other CITY ordinance, or resolutions, rules, regulations and official policies as they exist on the Effective Date, which govern or regulate land use and/or development in the North Natomas Community Plan area.

Lender: a Person (or a successor in interest to such person) who has advanced funds to, or who is otherwise owed money by a debtor, where the obligation is embodied in a promissory note

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or other evidence of indebtedness, and where such note or other evidence of indebtedness is secured by a Mortgage or Deed of Trust.

Mortgage: a contract by which the mortgagor (debtor) as owner hypothecates or pledges real property, or otherwise grants a security interest therein to a Lender (mortgagee), to secure performance under a promissory note or other evidence of indebtedness, and where the holder of the mortgage is granted a power of sale.

North Natomas Community Plan (NNCP): the Community Plan for development of the North Natomas area, as adopted by the City Council on May 3, 1994, as said plan exists on the Effective Date. The NNCP includes, without limitation, a Land Use Diagram and Policy Statements.

North Natomas Finance Plan: the plan, as it may be amended from time to time, which establishes methods for financing required Infrastructure and public facilities through a combination of land transfers, dedications, contributions, fees, assessment districts, community facilities districts, and other measures.

North Natomas Finance Plan Area: the lands within the area covered by the North Natomas Finance Plan, and which are obligated thereby, as that area may exist from time to time.

Parties: the City of Sacramento and LANDOWNER.

Person: any person, firm, association, organization, partnership, business trust, corporation or company.

Procedural Ordinance: Ordinance No. 95-012, adopted by the City Council on March 7, 1995, and which sets forth procedures for execution, approval, implementation, amendment, and related matters, with respect to development agreements for lands within the NNCP area.

Project: part or all of the elements set forth in LANDOWNER's Development Plan.

Project Review: CITY's actions in reviewing any project proposed by LANDOWNER with respect to the Property, including but not limited to review of all required land use entitlement applications.

Property: the real property owned by LANDOWNER, as set forth in Exhibit A.

Protest Waiver: the agreement set forth in Exhibit F, executed by LANDOWNER pursuant to this Agreement, or in connection with the conditions of any required entitlement.

Purchaser: an assignee.

Reconfiguration: the reconfiguration, adjustment or alteration of property lines through parcel or subdivision mapping, or lot line adjustment.

RD-1000 Agreement: any agreement which governs the terms and conditions under which Interim Drainage, if applicable, will be provided to the Property.

Reimbursement: the reimbursement of monies to a Person who has advanced funds for Infrastructure required for development of the Property, or who has advanced funding for Infrastructure or other improvements which are required by the NNCP, the North Natomas Finance Plan, or other document, and which have benefit to land beyond the Property, in accordance with a reimbursement agreement approved by CITY. Any such agreement will be limited to the portion of the funding advanced which is in excess of the allocable share of the cost of the Infrastructure or improvement attributable to the Property.

Reimbursable Infrastructure Costs: those costs paid by LANDOWNER, and which are identified as reimbursable pursuant to CITY's Assessment District Policy Manual (as defined in section 8.D.(1) of this Agreement).

Special Conditions: those conditions, terms and requirements specified in Exhibit C.

Special Permit: any discretionary permit required pursuant to the Land Use and Development Regulations, and issued by CITY for development of the Property, upon proper application therefor by LANDOWNER.

Term: the length of this Agreement in terms of time, as specified in section 3, or as that time may be extended pursuant to any applicable provision of this Agreement.

Transfer: an assignment.

Transferee: an assignee.

Zoning: the division of the City of Sacramento into districts, and the application of zoning regulations thereto, which include (without limitation) regulation of the height or bulk of buildings (structural and architectural design) and the use to which the land and buildings within prescribed districts may be put, all as specified in the Zoning Ordinance.

Zoning Ordinance: the Comprehensive Zoning Ordinance of the City of Sacramento, as that ordinance exists on the Effective Date.

II

TERMS AND CONDITIONS OF **AGREEMENT**

1. **Property Description and Binding Covenants**. The Property is that certain real property owned by LANDOWNER and described in Exhibit "A". The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to the benefit of, the parties and, subject to Section 4 below, to their successors-in-interest.

2. **Interests of Landowner.** LANDOWNER represents that LANDOWNER owns a legal or equitable interest in the Property and that all other Persons holding legal or equitable interests in the Property, including _____ N/A* (the Lender), have executed and are bound by this Agreement. * Property owned in fee title by Alleghany Properties, Inc.

3. **Term.**

a. **Initial Term.** The term of this Agreement shall commence on the Effective Date and shall extend for a period of fifteen (15) years thereafter, unless it is sooner terminated or modified by the mutual consent of the parties.

b. **Renewal Options.** Subject to the provisions of this subparagraph, LANDOWNER shall have the right to renew this Agreement on its same terms and conditions, taking into account any amendments hereto mutually agreed upon after the Effective Date. The term of this Agreement shall mean and include the initial term, plus any renewal periods. The specific conditions for exercise of the renewal options are as follows:

(1) On the Exercise Date, LANDOWNER shall not be in default in any material respect under this Agreement, including any amendments hereto. For purposes of this subsection, "Exercise Date" shall mean the date that LANDOWNER or LANDOWNER's successor in interest gives written notice of intention to exercise the option to renew this Agreement, in accordance with the provisions of Section 20 hereof.

(2) The option to renew shall be exercisable by giving CITY written notice of LANDOWNER's intention to exercise the option on or before the Exercise Date, which notice shall be given not later than one hundred eighty (180) days prior to expiration of the initial term or any renewal term.

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(3) LANDOWNER shall be limited to three (3) renewal periods of five (5) years each; the parties specifically intend that under no circumstances shall the term of this Agreement extend beyond thirty (30) years, unless this Agreement is amended in accordance with the procedures set forth herein for Agreement amendments.

4. **Assignment.** LANDOWNER shall have the right to sell, assign, or transfer its interests under this Agreement as part of a contemporaneous and related sale, assignment or transfer of its interests in the Property, or any portion thereof, without the consent of CITY; provided, however, that LANDOWNER shall notify CITY of such sale, assignment or transfer by providing written notice thereof to CITY in the manner provided in this Agreement. LANDOWNER shall remain obligated to perform all terms and conditions of this Agreement, unless such purchaser, assignee or transferee, to the satisfaction of and in a form acceptable to the City Attorney, executes and delivers to CITY an express agreement to assume all of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred. The execution of such an assumption agreement shall relieve LANDOWNER of the obligations expressly assumed only if: (a) LANDOWNER is not in default under this Agreement at the time of the assignment or transfer; and (b) LANDOWNER has provided CITY with notice of said assignment or transfer in the manner provided hereunder. Any such assumption agreement with respect to LANDOWNER's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the Assignment and Assumption Agreement attached hereto as Exhibit "D" and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNER and approved by the City Attorney prior to the effective date of the assignment.

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Any purchaser, assignee, or transferee shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of LANDOWNER under this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred.

5. **Development of the Property.**

A. **Permitted Uses and Development Standards.** Subject to the Special Conditions set forth in Exhibit C, attached hereto and incorporated herein by this reference (herein the "Special Conditions"), any reserved discretionary approvals specified in this Agreement, and all other terms and conditions of this Agreement, LANDOWNER may develop the Property in accordance with and subject to the terms and conditions specified in the Land Use and Development Regulations in effect on the Effective Date, or, where applicable, the Development Plan, as set forth in Exhibit B, attached hereto and incorporated herein by this reference. Specifically, the permitted uses, density or intensity of use, height or size of buildings and provisions for reservation and dedication of land for public purposes shall be as set forth in the Development Plan.

B. **Discretionary Approvals.**

(1) **Project Review.** Development of the Property is subject to all required discretionary approvals. In reviewing and approving applications for special permits and other discretionary approvals, CITY may exercise Project Review and may attach such conditions and requirements as are consistent with the policies, goals, standards and objectives of the General Plan, the NNCP and the North Natomas Finance Plan, and as may be necessary to comply with all

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applicable legal requirements and policies of CITY pertaining to such reserved discretionary approvals.

(2) **Rezoning of the Property.** Upon proper and complete application by LANDOWNER, CITY agrees to rezone the Property in accordance with the provisions of the NNCP in effect on the Effective Date.

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

D. **Special Conditions.** Development of the Property shall be subject to the Special Conditions, as specified in Exhibit C.

E. **Land Use and Development Regulations.**

(1) Subject to the Special Conditions specified in Exhibit C, development of the Property shall be subject to the Land Use and Development Regulations applicable to such development on the Effective Date.

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(2) Except as otherwise provided in this Agreement, to the extent any future changes in Land Use and Development Regulations adopted by CITY purport to be applicable to the Property but are inconsistent with the terms and conditions of this Agreement, including subsection E.(1) above, the terms and conditions of this Agreement shall prevail, unless the parties or their successors in interest mutually agree to amend or modify this Agreement in accordance with the provisions for modification hereinafter set forth.

(3) To the extent that any future changes in the Land Use and Development Regulations adopted by CITY are applicable to the Property and are not inconsistent with the terms and conditions of this Agreement or are otherwise made applicable by other provisions of this Agreement, such future changes shall be applicable to the Property.

(4) Nothing in this Agreement shall preclude the application to development of the Property of changes in the Land Use and Development Regulations, the terms of which are specifically mandated by changes in state or federal laws or regulations. In the event state or federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than CITY prevent or preclude compliance with one or more provisions of this Agreement or require changes in permits, maps or plans approved hereunder by CITY, this Agreement shall be modified, extended or suspended as may be necessary to comply with such state or federal laws or regulations or the regulations of such other governmental jurisdiction.

(5) To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including CITY, required by federal or state agencies or actions of CITY taken in good faith in order to prevent adverse impacts upon CITY by state or federal actions) have the effect of preventing, delaying or modifying development of the NNCP area or any area therein,

CITY shall not in any manner be liable for such prevention, delay or modification of said development. Such actions may include, but are not limited to, flood plain or wetlands designations and actions of CITY or regional agencies as a result thereof and the imposition of air quality measures or sanctions and actions of CITY or regional and local agencies as a result thereof. In such a situation, CITY's actions shall not be arbitrary or capricious, and the parties shall meet and endeavor to achieve solutions which preserve the integrity of the NNCP, while to the extent feasible allow development of the Property in the manner contemplated by this Agreement.

(6) Nothing herein shall be construed to limit the authority of CITY to enact amendments to the Land Use and Development Regulations, or enact other ordinances or resolutions, which have the legal effect of protecting persons or property from conditions which create a health, safety or physical risk.

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

(8) No modification of CITY's ordinances, resolutions, policies, rules or regulations adopted after the Effective Date, which purport to limit the rate of development over time or to govern the sequence of development of land within the NNCP area, shall apply to the Property. The provisions of this subparagraph apply to modifications adopted or imposed by the City Council, or through the initiative or referendum process; provided, however, nothing in this subparagraph shall limit the ability of CITY to act in accordance with the provisions of subparagraphs 5.E.(4), (5) and (6) of this Agreement.

F. CITY Review of Applications. Consistent with the standards set forth in section 15 of this Agreement, nothing contained in this Agreement shall preclude CITY from its right

and responsibility to review applications for entitlements submitted by LANDOWNER in accordance with its normal and usual procedures and practices, as they may exist at the time the application is accepted as complete, or is otherwise deemed complete by operation of law.

G. **Extension of Entitlements.** Pursuant to Government Code Section 66452.6 all vesting tentative subdivision maps, master parcel tentative maps, parcel maps, subdivision tentative maps, planned unit development permits, special permits, or any other maps, rezonings or land use entitlements of potentially limited duration previously, contemporaneously or subsequently approved for the Property subject to this Development Agreement, shall be valid for a minimum term equal to the full term of this Agreement (including the initial term, and any renewal period resulting from exercise by LANDOWNER of the options provided for in Section 3 hereof), or for a period of thirty-six (36) months, whichever is longer, but in no event for a shorter period than the maximum period of time permitted by the Subdivision Map Act or Government Code for such land use entitlements. The provisions of section 25 of this Agreement relating to estoppel certificates shall apply to any request made by LANDOWNER to CITY with respect to the life of any entitlement covered by this subparagraph. Nothing in this section shall be construed to, or operate to extend the term of this Agreement.

H. **Allocation Procedures for Building Square Footage.** Procedures for allocating the uses or densities approved for the Property among the various parcels and/or portions thereof, and for resolution of any disputes regarding such allocations, shall be as follows:

(1) **Allocation.** Unless otherwise identified in the Development Plan, which is attached as Exhibit B to this Agreement, the allocation of building square footage shall be as identified in subsequent entitlements for the Property, including but not limited to parcel maps,

subdivision maps, PUD schematic plans and development guidelines. The appropriate entitlement to address the allocation of building square footage shall be determined by City. Allocations for residential development shall be determined in the subdivision mapping process, unless CITY determines that some other method is appropriate under the circumstances.

(2) **Dispute Resolution.** Where a dispute exists between LANDOWNER, and/or any successor or successors in interest, with respect to any matter involving allocation of building square footage for or on the Property, such dispute shall be resolved by arbitration, utilizing the commercial arbitration procedures of the American Arbitration Association, or some other alternative dispute resolution procedure mutually agreed upon by the parties involved in the dispute. In no case shall CITY be a party to such dispute, or to the dispute resolution procedures. All of the provisions of this Agreement relating to indemnification and defense of CITY, and payment of CITY costs, shall apply to all disputes relating directly or indirectly to allocation.

6. **Fees, Charges, Assessments and Taxes.**

A. **City Fees.** All applications for CITY approvals, permits and entitlements shall be subject to the application fees, processing fees, mitigation fees and other development fees within the control of the CITY that are in force and effect as of the date that the application or other request for approval is filed.

B. **Levies Imposed by Other Jurisdictions.** LANDOWNER shall be responsible for: (i) all fees, charges, assessments, special taxes or levies of any sort imposed by any other state or local agency, including but not limited to the Sacramento Area Flood Control Agency, in the future as a charge for mitigation measures imposed for the purpose of mitigation of environmental impacts associated with the provision of flood control improvements and measures for the NNCP

area; (ii) all fees, charges, assessments, special taxes or levies of any sort associated with the financing of the construction and implementation of said flood control improvements and measures; (iii) all special benefit assessments, special taxes or levies of any sort associated with construction of or maintenance of public improvements, where the Property is located within a district formed for that purpose by any agency other than CITY; (iv) any fees or other charges required by RD-1000 to be paid to it in implementation of the RD-1000 Agreement; and (v) ad valorem real estate taxes, and utility fees. In the event that any of the fees, charges, assessments, special taxes or levies covered by this subsection B. are imposed by or with the assistance of CITY, LANDOWNER shall nevertheless be responsible therefor. Nothing in this Agreement shall be construed to limit LANDOWNER's right to protest, in accordance with applicable provisions of law: (i) the formation of any district included within the provisions of this subparagraph or to protest the amount of any assessment levied by or on behalf of such district on the Property or any portion thereof; or (ii) to protest the nature and amount of any tax, fee, assessment or charge imposed pursuant to this subparagraph.

C. **Implementation of the North Natomas Finance Plan.** The North Natomas Finance Plan establishes a method for financing of required Infrastructure and public facilities through a combination of land transfers, dedications and contributions, fees, assessment districts, community facilities districts and other sources, so that the land within the North Natomas Finance Plan Area pays for its share of the cost of such Infrastructure and facilities. The plan also recognizes that there is a regional cost associated with certain portions of Infrastructure and facilities, and that that share will ultimately have to be paid from other sources, even though developers within the area, including LANDOWNER, acknowledge that they may have to participate in funding regional costs

on a fair share basis. LANDOWNER shall participate in the North Natomas Finance Plan, as made applicable to the development of the Property, and shall faithfully and timely comply with each and every provision thereof, including but not limited to the>NNLAP, the Land Acquisition Fee, assessments, special taxes, and other development fees and exactions set forth therein. Without limiting the foregoing, applications for special permits, subdivision maps or other land use entitlements and building permits may be made subject to LANDOWNER's participation in and compliance with the plan. Failure to so participate shall be an event of default to which the default provisions of this Agreement and the Procedural Ordinance shall apply. For purposes of this Agreement "participate" and "participation" shall mean payment of all monies required by virtue of the North Natomas Finance Plan, and performance of all obligations imposed thereby.

D. **LANDOWNER's Waivers.** LANDOWNER hereby agrees to the provisions of Exhibit F, which (without limitation) contains a comprehensive waiver of protest rights with respect to CITY's establishment and implementation of development and impact fees; CITY's actions in forming assessment districts and community facilities districts, and in levying assessments and taxes pursuant thereto; and CITY's actions in implementing any provision of the North Natomas Finance Plan. As set forth in Exhibit F, LANDOWNER reserves the right to protest the actual amount of the fee, assessment or tax levy, or other CITY charge imposed on or allocated to the Property pursuant to the Finance Plan.

7. **Reconfiguration of Parcels.** LANDOWNER shall have the right to file applications with CITY for subdivision, lot line adjustment, or for master parcelization of all or part of the Property, for the purpose of reconfiguration of the Property. Such applications shall be processed and determined in accordance with the provisions of section 5, and all other applicable provisions

of this Agreement. Where reconfiguration requires a Special Permit, or a P.U.D. designation, or other entitlement applicable to the Property or portion thereof which is subject to the application, CITY reserves the right to require such entitlements as a condition of granting the application.

8. **Infrastructure.**

A. **Construction by CITY.** To the extent that funds are available to CITY pursuant to the North Natomas Finance Plan, and to the extent that any required real property has been transferred to CITY pursuant to the>NNLAP, or has been obtained by CITY through its power of eminent domain, which CITY agrees to utilize, where required, and subject to LANDOWNER's compliance with the terms of this Agreement and all of the terms and conditions of any entitlement applicable to the Property, CITY agrees to use its best efforts to bring about the construction of the Infrastructure required to implement the Development Plan (Exhibit B). Provided, however, that CITY's obligations hereunder shall be limited to those items of Infrastructure which, under the North Natomas Finance Plan, are to be constructed by CITY or under CITY's direction and control; where Infrastructure is to be constructed by LANDOWNER, either pursuant to conditions of approval or otherwise, the provisions of this subparagraph shall not apply.

B. **Construction by LANDOWNER.** When required by conditions of approval, and in accordance with CITY specifications and standards in effect as of the date of construction, LANDOWNER shall diligently construct Infrastructure required for implementation of the Development Plan (Exhibit B). LANDOWNER shall further comply with all required funding requirements specified in the North Natomas Finance Plan, and the real property transfer provisions of the>NNLAP.

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C. **Drainage Infrastructure.** As of the Effective Date, it is contemplated that permanent drainage for the Property, and the entire North Natomas Finance Plan Area, will be provided by the Drainage System. It is further contemplated that Interim Drainage for the Property and the NNCP area will be provided pursuant to the RD-1000 Agreement or some other arrangement which has been implemented by CITY. Construction of the Drainage System will require land transfers to CITY pursuant to the NNLAP, or acquisition of required land by CITY through the use of eminent domain procedures, and funding for the required improvements, all on a timely basis and in accordance with the North Natomas Finance Plan, and subject to the provisions of the RD-1000 Agreement (or such other arrangement which has been implemented by CITY), together with the Drainage Sub-basin agreement, or substitute therefore, as specified in the Special Conditions. In recognition of the need for retention of flexibility and CITY discretion with respect to decisions relating to the ultimate solution to drainage for the NNCP area, and the need for unconditional provision of financing by LANDOWNER and other owners of land in the North Natomas Finance Plan Area through the mechanisms specified in the North Natomas Finance Plan, the parties agree as follows:

(1) **Establishment of Financing Mechanisms.** CITY shall, as soon as feasible following the adoption of the North Natomas Finance Plan by the City Council, establish public financing mechanisms as identified in the North Natomas Finance Plan, applicable to lands within the NNCP area which will benefit from the Drainage System.

(2) **Issuance of Bonds.** Decisions as to whether to issue bonds pursuant to such financing mechanisms, and the timing and manner of issuance thereof, shall be within the sole and exclusive discretion of CITY; provided, however, that CITY shall exercise its discretion in

a good faith manner, so as to provide for timely construction of Infrastructure in order not to stop or slow development.

(3) **Linkage of Development to Completion of Drainage System.** CITY has established a performance standard that requires (inter alia) that the Drainage System be completed and in operation no later than the point in time when building permits have been issued for fifty percent (50%) buildout of the North Natomas Finance Plan Area, as measured by developable acreage as defined in the North Natomas Finance Plan. In the event that a different phasing plan is adopted and implemented by CITY, LANDOWNER shall comply with all provisions of such a plan, and shall execute any agreement or other document, or participate in any mechanism as is required by CITY to implement such a plan.

D. **Infrastructure Financing Proceedings.**

(1) **LANDOWNER-Initiated Proceedings.** In the event that LANDOWNER desires to initiate proceedings for the formation of an assessment district, community facilities district, or other similar form of improvement financing mechanism to fund the construction of Infrastructure required by conditions of approval or otherwise, LANDOWNER shall file an application with CITY for that purpose in accordance with CITY's Assessment District Policy Manual, as same may be amended from time to time, or such other policy document as may after the Effective Date be adopted by the City Council as a substitute therefor. CITY agrees to diligently process any such application, provided that such application: (i) is complete and is accompanied by payment of CITY fees applicable on the date of filing of the application; (ii) otherwise complies with the Land Use and Development Regulations and applicable law, as it exists on the date of the application, including but not limited to the Assessment District Policy Manual; (iii) is consistent

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with CITY's policies and procedures; (iv) provides for a value to lien ratio and other financial terms that are reasonably acceptable to CITY; (v) provides for all funding requirements established by CITY for the purpose of payment of the costs of outside consultants needed, in CITY's sole discretion; and (vi) provides that the specific consultants (e.g., bond counsel, financial advisors, underwriters, or other consultants as may be necessary under the circumstances) shall be selected by CITY in its sole discretion.

Notwithstanding any other provision of this Agreement, CITY agrees that upon request made by LANDOWNER, CITY will consider making exceptions to the Assessment District Policy Manual, to allow for alternative methods of financing in-tract improvements, including but not limited to formation of assessment districts or similar financing mechanisms, where such alternatives are contemplated by the North Natomas Finance Plan, including any amendments thereto. Provided, however, that CITY reserves its discretion to condition use of any such alternatives on satisfaction of performance preconditions (including but not limited to drainage capacity), and to consider underwriting considerations and criteria, together with the manner in which such alternatives further the overall implementation of the North Natomas Finance Plan. Further, CITY may in its reasonable discretion deny any such request upon grounds, including but not limited to consistency of application of its policies and the potential for establishing negative precedent.

(2) **Proceedings Initiated by CITY.** In the event that pursuant to the North Natomas Finance Plan, CITY in its discretion determines that a particular financing mechanism, including but not limited to an assessment district, a community facilities district, a fee district, a development fees procedure, or any similar mechanism, is required in order to implement the North Natomas Finance Plan, LANDOWNER's participation obligations set forth hereunder

(including but not limited to Exhibit C), in the North Natomas Finance Plan, or in any condition of approval, shall apply.

(3) **Maintenance Districts.** LANDOWNER may, following the procedures specified in subparagraph (1) above, request that CITY establish one or more maintenance districts for the purpose of financing the maintenance of landscaping or other public improvements, whereunder lands benefitting from the improvements and their maintenance are assessed for a proportionate share of the maintenance cost.

E. **Reimbursement to LANDOWNER.**

(1) **From Financing Proceeds.** Subject to Chapter X of the North Natomas Finance Plan, where LANDOWNER has provided advance funding for public Infrastructure required by the North Natomas Finance Plan or has constructed such Infrastructure under the direction and control of CITY, LANDOWNER shall be reimbursed for Reimbursable Infrastructure Costs at such time as CITY has established a permanent financing mechanism in the form of an assessment district, community facilities district, or other similar mechanism through which permanent public financing for such improvements is established. Those items qualifying as Reimbursable Infrastructure Costs shall be determined pursuant to CITY policies in existence at the time of establishment of the permanent financing mechanism. CITY agrees to entertain reasonable requests from LANDOWNER for exceptions to such policies; provided, however, that CITY may, in its reasonable discretion, deny any such request upon grounds, including but not limited to consistency of application of its policies and the potential for establishing negative precedent. Nothing in this Agreement shall authorize reimbursement of any cost which, in the opinion of CITY's bond counsel, is not permissible for

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purposes of establishing or retaining tax free status of any bonds issued, or contemplated to be issued by CITY.

(2) Reimbursement From Others Benefitted. In any case where CITY requires or permits LANDOWNER to plan, design, construct, or fund the planning, design or construction of improvements required for development by the North Natomas Finance Plan, in excess of or beyond those required for development of the Property, or, where required by the North Natomas Finance Plan, to make dedications, provide mitigation or incur costs in connection with public improvements or the planning of the North Natomas area in excess of or beyond those required for development of the Property, and the provisions of the preceding subparagraph do not apply, CITY shall utilize its best efforts to require that all other Persons benefitted by the improvements shall reimburse (through fee districts, agreements, conditions of approval, or otherwise) LANDOWNER for such Person's proportionate share of such costs as determined in accordance with the North Natomas Finance Plan, or by CITY. For purposes of this Agreement, the term "in excess of or beyond those required for development of the Property" shall mean requirements which exceed LANDOWNER's fair proportionate share, as determined in accordance with the provisions of the North Natomas Finance Plan and any associated documents or studies.

Such reimbursement shall be subject to the limitations specified in the preceding paragraph (including those provisions relating to consideration by CITY of exceptions to its policies), relating to CITY policy and Reimbursable Infrastructure Costs. Reimbursement shall be limited to that amount which exceeds LANDOWNER's appropriate share of the cost, determined in accordance with principles established in the North Natomas Finance Plan, and any associated documents or studies.

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(3) Reimbursement of Planning, Engineering and Staff Costs. In accordance with the provisions of the North Natomas Finance Plan, and as soon as feasible following City Council adoption of the said Plan, CITY shall enact a fee ordinance which imposes a fee upon NNCP area landowners, including LANDOWNER, to pay the planning, engineering, staff and related costs (including but not limited to CITY staff and related costs), as specified in the North Natomas Finance Plan, and which relate to development of the NNCP, the Finance Plan, the general form of the Development Agreement, the Comprehensive Drainage Plan, and all related documents. The fee shall be spread across lands within the NNCP area in the same fashion as the public facilities fees. Credits shall be given to those landowners who have paid some or all of their share of the said costs, for the amounts so paid. The fee shall be payable prior to issuance of the first discretionary entitlement for the land as to which an application has been filed with CITY.

9. LANDOWNER Obligations.

A. Transfer of Land to CITY. As set forth elsewhere in this Agreement, LANDOWNER has agreed to transfer lands needed for Infrastructure or public facilities to CITY, or to such other public agency as is appropriate, pursuant to the provisions of the>NNLAP. Set forth in Exhibit H, attached hereto and incorporated herein by this reference, is a map depicting the currently contemplated approximate location and amount of land which LANDOWNER will be required to transfer to CITY, together with a categorical listing of the types of Infrastructure and public facilities which are covered by the terms of this subparagraph. LANDOWNER shall transfer the said required lands to CITY, utilizing the Irrevocable Offer of Dedication form set forth in Exhibit G, attached hereto and incorporated herein by this reference, at such time as is:

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(1) required pursuant to a condition or term of any entitlement for use or development of the Property; or

(2) requested by CITY, where LANDOWNER has not applied for an entitlement for use or development of the Property, but the land is needed, in CITY's sole discretion, for purposes of construction of Infrastructure or public facilities.

In the event that, at the time of the required transfer to CITY, the location of, or the quantity of land required for the Infrastructure or public facilities has changed from that depicted on Exhibit H, to such a significant degree or extent that the location or quantity is inconsistent with both the NNCP as it exists on the effective date of this Agreement, and the North Natomas Finance Plan, the parties shall meet and negotiate, and in good faith endeavor to reach agreement on any amendments to this Agreement needed to allow development of the Property in a reasonable manner, taking into account the changes in Infrastructure and public facilities. If agreement is reached between the parties, the procedures specified herein and in the Procedural Ordinance shall apply to amendments to this Agreement. If agreement is not reached, either party shall have the right to terminate this Agreement by providing the other party sixty (60) days notice.

B. Development Timing. LANDOWNER shall have no obligation to initiate or commence development of any particular phase of the Property within any period of time.

10. Litigation/Indemnification.

A. Challenge to Agreement or Entitlements.

(1) In the event of any action instituted by a third party challenging the validity of any portion of this Agreement, including but not limited to, the proceedings taken for its approval (including the requirements of the California Environmental Quality Act -- "CEQA") or any

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other act undertaken by the parties hereto in furtherance of this Agreement or its terms, or any action instituted by a third party challenging the validity of any of the entitlements specified herein (including CEQA challenges), the parties agree to cooperate in the defense of the action.

In all such litigation brought to contest the validity of this Agreement or such entitlements, the following shall apply:

(a) City may, in its sole discretion, either defend such litigation or tender its defense to LANDOWNER.

(b) In the event that CITY determines to defend the action itself, LANDOWNER shall be entitled, subject to court approval, to join in or intervene in the action on its own behalf, or to advocate in favor of validity of this Agreement or any challenged entitlement. In such a case, each party shall bear its own attorney fees and costs.

(c) In the event that CITY determines to tender the defense of the action to LANDOWNER, LANDOWNER shall defend the action on its behalf and on behalf of CITY, and shall bear all attorney fees and costs associated with such defense from and after the date of the tender. Provided, however, that CITY may at any time after the tender elect to assume representation of itself; in that event, from and after the date CITY gives notice of its election to do so, CITY shall be responsible for its own attorney fees and costs incurred thereafter.

(2) If, in such litigation, a final judgment or other final order is issued by the court which has the effect of invalidating or rendering ineffective, in whole or in part, any provision of this Agreement or the Agreement itself, or any entitlement issued during the term of this Agreement and pursuant to its terms, the following shall apply:

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(a) if the judgment or order includes a provision for attorney fees and/or costs of the successful party or parties, LANDOWNER shall pay the entire cost thereof, without right of offset, contribution or indemnity from CITY, irrespective of anything to the contrary in the judgment or order. Provided, however, that if the litigation relates entirely, solely and exclusively to a challenge to the NNCP in general, or to the North Natomas Finance Plan in general, separate and apart from this Agreement or any entitlement relating to the Property, and if LANDOWNER is named or becomes a party in such litigation, LANDOWNER and CITY shall bear the cost of the successful party's attorney fees and/or costs in the manner specified in the court's judgment.

(b) CITY and LANDOWNER shall meet and endeavor, in good faith, to attempt to reach agreement on any amendments needed to allow development of the Property to proceed in a reasonable manner, taking into account the terms and conditions of the court's judgment or order. If agreement is reached, the procedures for amending this Agreement as specified herein, and in the Procedural Ordinance, shall apply. If agreement is not reached, either party shall have the right to terminate this Agreement by giving the other party sixty days' notice of termination.

(c) In the event that amendment is not required, and the court's judgment or order requires CITY to engage in other or further proceedings, CITY agrees to comply with the terms of the judgment or order expeditiously.

B. **Indemnification.** LANDOWNER agrees to defend and indemnify CITY, its elective and appointive boards, commissions, officers, agents and employees against any liability for damage or claims for damage for personal injury, including death, or property damage, arising out

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of or relating in any way to actions or activities to develop the Property, undertaken by LANDOWNER or LANDOWNER's contractors, subcontractors, agents or employees.

11. Effect of Subsequent Laws.

A. Laws of Other Agencies.

(1) If any public agency, other than CITY, adopts any new law, regulation, ordinance or imposes any new condition (herein referred to collectively as "the New Law") after the date of this Agreement, which prevents or precludes either the CITY or LANDOWNER, or both, from complying with one or more provisions of this Agreement, then immediately following the enactment of the New Law the parties shall meet and confer in good faith to determine whether the New Law applies to the Property, and whether suitable amendments to this Agreement can be made, in order to maintain LANDOWNER's right to develop the Property in a reasonable manner pursuant to Exhibit B.

(2) In the event that the parties, after having engaged in good faith negotiations, are unable to agree on such amendments, the parties shall consider whether suspension of the term of this Agreement is appropriate, and if so, what the terms and conditions of any such suspension should be. In the event that the parties, after having engaged in good faith negotiations are unable to agree on the suspension issues, either party shall have the right to terminate this Agreement by giving the other party sixty (60) days' written notice of termination.

(3) LANDOWNER or CITY shall have the right to institute litigation relating to the New Law, and raise any issues relating to its validity. If such litigation is filed, this Agreement shall remain in full force and effect until final judgment is issued. Provided, however, that if any action that CITY would take in furtherance of this Agreement would be rendered invalid,

facially or otherwise, by the New Law, CITY shall not be required to undertake such action until the litigation is resolved, or the New Law is otherwise determined invalid, inapplicable, or is repealed. In the event that such judgment invalidates the New Law, or determines that it does not affect the validity of this Agreement, this Agreement shall remain in full force and effect, and its term shall be extended by the amount of time between the effective date of the New Law, and the effective date of the judgment. In the event that such judgment determines that the validity of this Agreement is, directly or indirectly affected by the New Law, the provisions of subparagraphs (1) and (2) above shall apply.

B. Laws Passed by CITY. Subject to the provisions of section 5 of this Agreement, neither the CITY nor any CITY Agency shall enact any initiative, ordinance, policy, resolution, general plan amendment or other measure that relates to the density or intensity of development on the Property, or the rate, timing or sequencing of the development or the construction on the Property on all or any part thereof, or that is otherwise in conflict, either directly or indirectly, with this Agreement.

12. Enforced Delay; Extension of Times of Performance. In addition to other specific provisions of this Agreement, performance by either party hereunder shall not be deemed in default where delay or inability to perform is due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, enactment of conflicting state or federal laws or regulations, new or supplementary environmental laws or regulations, litigation instituted by third parties challenging the validity of this Agreement or any of the vested entitlements described in Section 5 of this Agreement. Upon request of either party to the other, a written extension of time

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for such cause shall be granted for the period of the enforced delay, or longer as may be mutually agreed upon.

13. **Legal Actions; Applicable Law; Attorney's Fees.**

A. **Legal Actions.** In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default by any other party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder. Notwithstanding any other provision of law, or of this Agreement, in no event shall LANDOWNER or CITY, its officers, agents or employees be liable in damages for any breach, default or violation of this Agreement, it being specifically understood and agreed that the parties' sole legal remedy for a breach, default or violation of this Agreement shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

B. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. LANDOWNER agrees and acknowledges that CITY has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of CITY.

C. **Attorney Fees.** In any arbitration, quasi-judicial, administrative or judicial proceeding (including appeals), brought by either party hereto to enforce or interpret any covenant or any of such party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing party shall be entitled to reasonable attorneys' fees and all costs, expenses and disbursements in connection with such action, including the costs of reasonable

investigation, preparation and professional or expert consultation, which sums may be included in any judgment or decree entered in such action in favor of the prevailing party. For purposes of this section, and any other portion of this agreement relating to attorney fees, reasonable attorneys fees of the City Attorney's Office shall be based on comparable fees of private attorneys practicing in Sacramento County.

14. **Amendment of Agreement.** This Agreement may be amended from time to time only by the mutual written consent of the parties, in accordance with the provisions of Government Code Sections 65867 and 65868. In addition, all of the provisions of the Procedural Ordinance relating to the need for amendment, and the manner thereof, shall apply. Upon request of a party, this Agreement shall be amended to include the terms and conditions of any discretionary entitlement granted with respect to the Property after the Effective Date.

15. **CITY's Good Faith in Processing.** Subject to the provisions of section 5.B. hereof, and LANDOWNER's compliance with each and every term and condition of this Agreement and all of its exhibits, CITY agrees that it will accept in good faith for processing, review, and action, all complete applications for master parcel maps, zoning, planned unit development designation, planned unit development guidelines, schematic plans, special permits, building permits, parcel maps, subdivision maps, or other entitlements for use of the Property in accordance with the General Plan, the NNCP and this Agreement.

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

16. **Default, Remedies, Termination.**

A. **General Provisions.** Subject to any extensions of time by mutual consent of the parties, and subject to the cure provisions set forth herein, any failure or unreasonable delay by either party to perform any material term or provision of this Agreement shall constitute a default.

(1) **LANDOWNER Default.** In addition to any other remedy specified herein, in the event that notice of default has been given in accordance with this section, wherein a default by LANDOWNER is alleged, CITY shall not be obligated to issue any building permit, or grant any entitlement as to which an application has been filed.

(2) **CITY Default.** In addition to any other remedy specified herein, in the event that notice of default has been given in accordance with this section, wherein a default by CITY is alleged, any resulting delays in LANDOWNER's performance caused by CITY's default shall not constitute a LANDOWNER default, or be grounds for termination or cancellation of this Agreement.

(3) **Successors in Interest.** Where the Property, following the Effective Date, has been lawfully conveyed in whole or in part to one or more successors in interest, in such a manner as to invoke the provisions of section 4 of this Agreement, and one or more of such successors in interest is in default with respect to the portion of the Property owned by it, neither LANDOWNER nor any other non-defaulting successor in interest shall be liable for the default, if the provisions of section 4 have been complied with, and in accordance with the terms and conditions of that section.

B. **Cure of Default.** In the event of an alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party

notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured and a reasonable period of time in which to cure, that shall in no event be less than thirty (30) days. During any such period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

C. **Remedies After Expiration of Cure Period.** After notice and expiration of the thirty (30) day period, if the alleged default has not been cured in the manner set forth in the notice, the other party may at its option:

(1) institute legal proceedings to obtain appropriate judicial relief, including but not limited to mandamus, specific performance, injunctive relief, or termination of this Agreement; or

(2) give the other party notice of intent to terminate this Agreement pursuant to Government Code Section 65868 and the Procedural Ordinance. In the event that such notice is given, CITY shall schedule the matter for public hearing before the City Council to review the matter and make specific written findings regarding the alleged default. Where LANDOWNER is the party alleged to be in default, LANDOWNER shall be afforded a reasonable opportunity to respond to all allegations of default at such public hearing. CITY shall provide LANDOWNER at least thirty (30) days prior written notice of such public hearing, as well as provide LANDOWNER copies of all CITY staff reports prepared in connection therewith at least five (5) days prior to the hearing.

17. **Annual Review.**

A. **General Provisions.** In accordance with Government Code Section 65865.1, and the Procedural Ordinance, CITY shall, at least every twelve (12) months during the Term of this

Agreement, review the extent of good faith compliance by LANDOWNER with the terms of this Agreement. Failure of CITY to conduct an annual review shall not constitute a waiver by CITY or LANDOWNER of the right to conduct future annual review or to otherwise enforce the provisions of this Agreement, nor shall a party have or assert any defense to such enforcement by reason of any such failure. The failure of CITY to undertake such review, shall not, in itself, invalidate the terms of this Agreement or excuse any party hereto from performing its obligations under this Agreement.

B. **Scope of Review.** The annual review shall be limited in scope to compliance with the terms and conditions of this Agreement.

C. **Proceedings.** The procedures specified in the Procedural Ordinance for conduct of the annual review by the City Manager, and by the City Council, shall apply to each annual review of this Agreement. At least ten (10) days prior to the commencement of any annual review, CITY shall deliver to LANDOWNER a copy of any public staff reports and other documents to be used or relied upon in conducting the review. LANDOWNER shall be permitted an opportunity to respond to CITY's evaluation of LANDOWNER's performance by written and oral testimony at the public hearing to be held before the City Council, if LANDOWNER so elects.

At the conclusion of the annual review, CITY shall make written findings and determinations on the basis of substantial evidence, as to whether or not LANDOWNER or its successors have complied in good faith with the terms and conditions of this Agreement.

D. **Failure of Compliance.** Any determination of failure of compliance shall be subject to the notice requirements and cure periods set forth in section 16 of this Agreement. If termination is proposed, it shall apply solely with respect to that portion of the Property (if less than all) affected by the failure to show good faith compliance. If modification of the Development

Agreement is proposed, the modification shall pertain solely to the provisions hereof as applicable to that portion of the Property (if less than all) affected by the condition that has prompted the proposed modification.

18. **Termination Upon Completion of Development.**

A. **General Provisions.** This Agreement shall terminate as to each parcel of property contained within the Property when that parcel of property has been fully developed and all of LANDOWNER'S obligations in connection therewith are satisfied, as reasonably determined by CITY. CITY shall, upon written request made by LANDOWNER to CITY's Department of Planning and Development, determine if the Agreement has terminated, with respect to any parcel, and shall not unreasonably withhold termination as to that parcel if LANDOWNER'S obligations therewith are satisfied. CITY shall be entitled to receive payment of a fee commensurate with the cost of processing the request and making such a determination, including but not limited to CITY's administrative and legal expenses. Upon termination of this Agreement, CITY shall upon LANDOWNER's request record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. The aforesaid notice may specify, and LANDOWNER agrees, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement, by the North Natomas Financing Plan or any of the measures implementing said plan, and shall have the effect as set forth in section 18.C.

B. **Multi-family and Single Family Residential Projects.** This Agreement shall automatically terminate and be of no further force and effect as to any single family residence or multi-family building, and the lot or parcel upon which said residence or building is located, when it has been approved by CITY for occupancy.

C. Effect Of Termination On Landowner Obligations. Termination of this Agreement as to the Property or any portion thereof shall not affect any of the LANDOWNER's obligations to comply with CITY's General Plan, the NNCP, and all entitlements issued for the Property, nor shall it affect any other covenants of this Agreement specified in this Agreement to continue after the termination of this Agreement, including but not limited to those specified in sections 6, 10 and 13.C.

19. No Joint Venture, Partnership, or Other Relationship. Nothing contained in this Agreement or in any other document executed in connection with this Agreement shall be construed as creating a joint venture or partnership between CITY and LANDOWNER. No relationship exists as between LANDOWNER and CITY other than that of a governmental entity regulating the development of private property, and the owners of such private property.

20. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the CITY and LANDOWNER or LANDOWNER's assigns and successors, and to Lender, if applicable. Notice shall be effective on the date delivered in person, or the date when received if such notice was mailed to the address of the other party as indicated below:

Notice to the CITY: City of Sacramento
 915 I Street
 Sacramento, California, 95814
 ATTN: City Manager

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Notice to the LANDOWNER:

Alleghany Properties, Inc.
Attn: David J. Bugatto
2150 River Plaza Drive, Suite 155
Sacramento, CA 95833

with copies to:

Donovan, Leisure, Newton & Irvine
Attn: Michael C. Cohen
333 South Grand Avenue, Suite 4100
Los Angeles, CA 90071

Notice to Lender:

N/A

Any party may change the address to which notices are to be mailed by giving written notice of such changed address to each other party in the manner provided herein.

21. **Severability.** If any provision of this Agreement is held invalid, void or unenforceable but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties, utilizing the procedures specified herein and the Procedural Ordinance. Provided, however, that if such holding affects a material provision of this Agreement, LANDOWNER shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to CITY; provided further, however, that in the event LANDOWNER so elects to terminate, such election shall not affect in any manner the terms and conditions of any entitlement theretofore granted by CITY with respect to the Property, or any portion thereof.

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22. **Recording.** The City Clerk shall cause a copy of this Agreement to be recorded with the Sacramento County Recorder no later than ten (10) days following execution of this Agreement by CITY, which execution will take place no sooner than the effective date of the ordinance approving this Agreement.

23. **Reimbursement to CITY.** LANDOWNER agrees to reimburse the CITY for reasonable and actual expenses incurred by CITY that relate directly to CITY'S review, consideration and execution of this Agreement. Such expenses include but are not limited to recording fees, publishing fees and any special meeting costs, staff time (including review by the City Attorney), and notice costs. Such expenses shall be paid by LANDOWNER within thirty (30) days of receipt of a detailed written statement of such expenses.

24. **Provisions Relating to Lenders.**

A. **Lender Rights and Obligations.**

(1) **Prior to Lender Possession.** No Lender shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion, and shall not be obligated to pay any fees or charges which are liabilities of LANDOWNER or LANDOWNER's successors in interest, but shall otherwise be bound by all of the terms and conditions of this Agreement, which pertains to the Property or such portion thereof in which it holds an interest. Nothing in this section shall be construed to grant to a Lender rights beyond those of LANDOWNER hereunder, or to limit any remedy CITY has hereunder in the event of default by LANDOWNER, including but not limited to termination and/or refusal to grant entitlements with respect to the Property.

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(2) **Lender in Possession.** A Lender who comes into possession of the Property, or any portion thereof, pursuant to foreclosure of a mortgage or deed of trust, or a deed in lieu of foreclosure, shall not be obligated to pay any fees or charges which are obligations of LANDOWNER, and which remain unpaid as of the date such Lender takes possession of the Property or portion thereof. Provided, however, that a Lender shall not be eligible to apply for or receive entitlements with respect to the Property, or otherwise be entitled to develop the Property or devote the Property to any uses or to construct any improvements thereon other than the development contemplated or authorized by this Agreement and subject to all of the terms and conditions hereof, including payment of all fees (delinquent, current and accruing in the future) and charges, and assumption of all obligations of LANDOWNER hereunder; provided, further, that no Lender, or successor thereof, shall be entitled to the rights and benefits of the LANDOWNER hereunder or entitled to enforce the provisions of this Agreement against CITY unless and until such Lender or successor thereof qualifies as a recognized assignee under the provisions of section 4 of this Agreement.

B. **Notice of LANDOWNER's Default Hereunder.** If CITY receives notice from a Lender requesting a copy of any notice of default given LANDOWNER hereunder and specifying the address for service thereof, then CITY shall deliver to such Lender, concurrently with service thereon to LANDOWNER, any notice given to LANDOWNER with respect to any claim by CITY that LANDOWNER has committed a default, and if CITY makes a determination of non-compliance, CITY shall likewise serve notice of such non-compliance on such Lender concurrently with service thereof on LANDOWNER.

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C. **Lender's Right to Cure.** Each Lender shall have the right (but not the obligation) during the same period of time available to LANDOWNER to cure or remedy, on behalf of LANDOWNER, the default claimed or the areas of non-compliance set forth in CITY's notice. Such action shall not entitle a Lender to develop the property or otherwise partake of any benefits of this Agreement unless such Lender shall assume and perform all obligations of LANDOWNER hereunder.

D. **Other Notices Given By City.** A copy of all notices given by CITY pursuant to the terms of this Agreement shall be sent to Lender at the address provided in Section 20 hereof.

25. **Estoppel Certificate.** Either party may, at any time, and from time to time, deliver written notice to the other party requesting such other party to certify in writing that, to the knowledge of the certifying party, (i) this Development Agreement is in full force and effect and a binding obligation of the parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by CITY establishing the status of this Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording party.

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26. **Construction.** All parties have had the opportunity to be represented by legal counsel of their own choice in the preparation of this Development Agreement and no presumption or rule that "an ambiguity shall be construed against a drafting party" shall apply to the interpretation or enforcement of any provision hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain.

27. **Counterparts.** This Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the parties has executed such a counterpart.

28. **Time.** Time is of the essence of each and every provision hereof.

29. **Limitation of Actions.** No court action shall be filed by a party to this Agreement on the ground of default or breach of its terms unless such action is filed within one hundred eighty (180) days from the date of discovery by the aggrieved party of the facts underlying the claim of breach or default.

30. **No Third Parties Benefitted.** No Person who is not a qualified successor or assign of a party hereto pursuant to section 4 of this Agreement, or who has not become a party by duly adopted amendment hereof may claim the benefit of any provision of this Agreement.

31. **Effect of Agreement Upon Title to Property.** In accordance with the provisions of Government Code Section 65868.5, from and after the time of recordation of this Agreement, the Agreement shall impart such notice thereof to all persons as is afforded by the recording laws of the State of California. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

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32. **Covenant of Good Faith.** CITY and LANDOWNER agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement.

33. **Exhibits:** The following are the exhibits to this Agreement:

- A Legal Description of the Property
- B Landowner's Development Plan
- C Special Conditions
- D Assignment and Assumption Agreement
- E North Natomas Land Acquisition Program
- F Protest Waiver Form
- G Irrevocable Offer of Dedication Form
- H Map and Categorical Listing of Land and Infrastructure

34. **Entire Agreement.** This Agreement, together with its Exhibits A to H, inclusive, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the parties hereto to supersede all prior development agreements, if any, for the Property which may exist between CITY and LANDOWNER. The provisions of section 10.B. of this Agreement, relating to indemnification and defense of CITY, its officers, employees and agents, shall be applicable to any claim whatsoever against CITY, its officers, employees and agents, arising out of or in any way relating to any prior development agreement relating to the Property.

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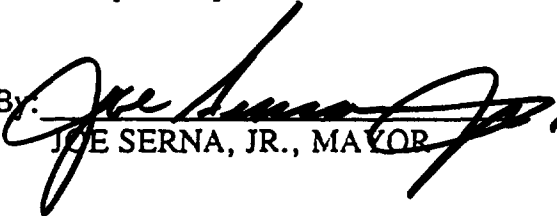
IN WITNESS WHEREOF, the CITY and LANDOWNER have executed this

Development Agreement as of the date first set forth above.


CITY:

CITY OF SACRAMENTO,
a Municipal Corporation


By:


JOE SERNA, JR., MAYOR

ATTEST:


City Clerk

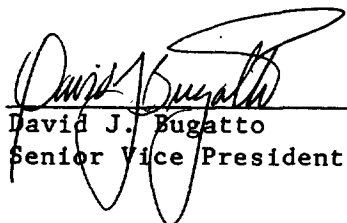
APPROVED AS TO FORM:


City Attorney

LANDOWNER:

By: ALLEGHANY PROPERTIES, INC.,
a Delaware corporation

By:


David J. Bugatto
Its: Senior Vice President

(ATTACH APPROPRIATE ACKNOWLEDGEMENT)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SACRAMENTO

On JUNE 13, 1997 before me, V. DIANE BRISTOW,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DAVID J. BUGATTO,
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

V. Diane Bristow
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement - API

Document Date: NO DATE Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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EXECUTION PAGE FOR LENDER

_____, a _____ (herein "LENDER") owns an equitable interest in the Property described in Exhibit "A" of this Agreement as the beneficiary of that certain deed of trust and assignment of rents dated _____ and recorded on _____, as Instrument _____, in Book _____, Page _____, Official Records, Sacramento County, California.

LENDER hereby executes this Agreement and agrees to be bound by the terms and condition hereof, subject to the limitations set forth in Section 24 hereof.

LENDER requests that it be provided with copies of all notices mailed to LANDOWNER pursuant to the terms of this Agreement and that said copies be addressed as follows:

Attn: _____

Dated: _____

LENDER:

By: _____
Its: _____

(ATTACH APPROPRIATE ACKNOWLEDGMENT)

* Property owned in fee title by Alleghany Properties, Inc.

ORDINANCE No. 97-040

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**EXHIBIT A
DESCRIPTION OF LANDOWNER'S
PROPERTY**

SEE ATTACHED

NOTE: UPON RECORDATION OF FINAL MASTER PARCEL MAP,
THIS EXHIBIT A WILL BE REPLACED BY THE SAID MAP,
WITHOUT NEED FOR AMENDMENT OF THIS AGREEMENT.

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EXHIBIT A
DESCRIPTION

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Order No. RICHMOND DR

CITY OF SACRAMENTO

PARCEL ONE:

A PORTION OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL A, AS SAID PARCEL A IS SHOWN ON THAT PARCEL MAP FILED IN BOOK 55 OF PARCEL MAPS, AT PAGE 13, OF THE RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID PARCEL A THE FOLLOWING TWO CONSECUTIVE COURSES: 1) SOUTH 89° 33'18" WEST 1373.56 FEET, AND 2) NORTH 0° 41'38" WEST 596.34 FEET; THENCE ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID PARCEL A, NORTH 89° 33'18" EAST 1391.70 FEET TO THE EASTERLY LINE OF SAID PARCEL A; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL A THE FOLLOWING TWO CONSECUTIVE COURSES: 1) SOUTH 0° 17'38" EAST 373.23 FEET AND 2) 223.73 FEET ALONG THE ARC OF A 1787.88 FOOT RADIUS CURVE RIGHT THROUGH A CENTRAL ANGLE OF 7° 10'11" SUBTENDED BY A CHORD BEARING SOUTH 3° 17'28" WEST 223.58 FEET TO THE POINT OF BEGINNING.

THE BEARINGS ARE BASED ON THOSE SHOWN IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

EXCEPTING THEREFROM CERTAIN MINERAL RIGHTS RESERVED TO FRANK D. AND OLGA W. MACHADO IN THE DEED RECORDED IN BOOK 80-03-04 PAGE 816, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

ALSO DESCRIBED AS PARCEL 6 IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 94-12-12 PAGE 30, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER 225-0150-047-0000

PARCEL TWO:

A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 9 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL A, AS SAID PARCEL A IS SHOWN ON THAT PARCEL MAP FILED IN BOOK 55 OF PARCEL MAPS, AT PAGE 13, OF THE RECORDS OF SACRAMENTO COUNTY, TOGETHER WITH THAT PORTION OF LOT 23, AS SAID LOT 23 IS SHOWN ON THE "MAP OF NATOMAS CENTRAL SUBDIVISION", RECORDED IN BOOK 16 OF MAPS, MAP NO. 3, OF THE RECORDS OF SACRAMENTO COUNTY, ALSO TOGETHER WITH THAT PORTION OF PARCEL 14, AS SAID PARCEL 14 IS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OR THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL A FROM WHICH THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL A BEARS SOUTH 0° 41'38" EAST 596.34 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL A, NORTH 89° 33'18" EAST 1391.70 FEET TO THE EASTERLY LINE OF SAID PARCEL A; THENCE NORTH 0° 17'38" WEST 1706.31 FEET ALONG THE EASTERLY LINE OF SAID PARCEL A; THENCE 1371.84 FEET ALONG THE ARC OF A

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DESCRIPTION

Page 2

Order No. RICHMOND DR

2000.00 FOOT RADIUS CURVE RIGHT THROUGH A CENTRAL ANGLE OF 39° 18'01" SUBTENDED BY A CHORD BEARING NORTH 20° 45'45" WEST 1345.10 FEET; THENCE NORTH 01° 06'44" WEST 1428.47 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 14; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 14 THE FOLLOWING THREE CONSECUTIVE COURSES: 1) SOUTH 88° 53'16" WEST 256.08 FEET, 2) 1382.76 FEET ALONG THE ARC OF A 1600.00 FOOT RADIUS CURVE LEFT THROUGH A CENTRAL ANGLE OF 49° 30'59" SUBTENDED BY A CHORD BEARING SOUTH 64° 07'46" WEST 1340.13 FEET, AND 3) SOUTH 39° 22'17" WEST 29.11 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 14; THENCE SOUTH 00° 41'38" EAST 3711.76 FEET ALONG THE WESTERLY LINES OF SAID PARCEL 14, SAID LOT 23, AND SAID PARCEL A TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL A; THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PARCEL A THE FOLLOWING TWO CONSECUTIVE COURSES: 1) NORTH 89° 33'18" EAST 556.03 FEET, AND 2) SOUTH 0° 14'38" EAST 83.66 FEET TO THE POINT OF BEGINNING.

THE BEARINGS ARE BASED ON THOSE SHOWN IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

EXCEPTING THEREFROM CERTAIN MINERAL RIGHTS RESERVED TO FRANK D. AND OLGA W. MACHADO IN THE DEED RECORDED IN BOOK 80-03-04 AT PAGE 816, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

ALSO DESCRIBED AS PARCEL 7 IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 94-12-12 PAGE 30, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER 225-0150-048-0000
ASSESSOR'S PARCEL NUMBER 225-0150-049-0000

CITY OF SACRAMENTO

PARCEL NO. THREE:

ALL THAT PORTION OF LOTS 46 AND 47, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "NATOMAS CENTRAL SUBDIVISION", THE OFFICIAL PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, IN BOOK 16 OF MAPS, MAP NO. 3, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF CALIFORNIA INTERSTATE FREEWAY ROUTE 5, SAID POINT BEING THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE SOUTHERLY LINE OF SAID LOT 47, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID LOT 47 BEARS SOUTH 89°34'12" WEST 75.62 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 18°31'31" WEST 481.03 FEET, (2) CURVING TO THE RIGHT ON AN ARC OF 445.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 00°51'19" WEST 270.15 FEET, (3) NORTH 16°48'53" EAST 335.58 FEET, (4) CURVING TO THE RIGHT ON AN ARC OF 175.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 51°10'44" EAST 197.56 FEET, (5) NORTH 85°32'36" EAST 493.56 FEET, (6) NORTH 88°50'13" EAST 249.72 FEET AND (7) NORTH 01°08'45" WEST 45.82 FEET TO THE NORTHERLY LINE OF SAID LOT 47; THENCE ALONG SAID NORTHERLY LINE NORTH 88°49'23" EAST 686.54 FEET; THENCE SOUTH 01°06'44" EAST 473.08 FEET; THENCE CURVING TO THE RIGHT ON AN ARC OF 1600.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 08°40'00" WEST 543.52 FEET; THENCE SOUTH 18°26'45" WEST 101.01 FEET; THENCE CURVING TO THE LEFT ON AN ARC OF 1660.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 15°36'35" WEST 164.28 FEET TO SAID SOUTHERLY LINE OF LOT 47; THENCE ALONG SAID SOUTHERLY LINE

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SOUTH 89°34'12" WEST 1372.51 FEET TO THE POINT OF BEGINNING, DESCRIBED AS PARCEL 1 IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13, PAGE 2162, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION OF LOTS 46, 47 AND 48 GRANTED TO THE STATE OF CALIFORNIA IN THE DEED RECORDED JUNE 09, 1988, IN BOOK 88-06-09 PAGE 1326, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 46, 47 AND 48 OF THE NATOMAS CENTRAL SUBDIVISION FILED SEPTEMBER 18, 1920, IN BOOK 16 OF MAPS, MAP NO. 3, RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF COURSE (9) AS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, RECORDED JULY 25, 1968, IN BOOK 68-07-25, OFFICIAL RECORDS, PAGE 679; THENCE FROM SAID POINT OF BEGINNING, THE FOLLOWING SIX (6) COURSES ALONG THE ABOVE MENTIONED FINAL ORDER OF CONDEMNATION; (1) N. 23°24'00" W. 1152.84 FEET; (2) N. 18°31'31" W. 628.22 FEET; (3) ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 445.00 FEET, AND THROUGH A CENTRAL ANGLE OF 35°20'24", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N. 00°51'19" W. 270.15 FEET; (4) N. 16°48'53" E. 335.58 FEET; (5) ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 175.00 FEET, AND THROUGH A CENTRAL ANGLE OF 68°43'42" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N. 51°10'44" E. 197.56 FEET; (6) N. 85°32'35" E. 242.86 FEET; THENCE S. 01°08'45" E. 23.41 FEET TO A POINT LOCATED ON THE NEW RIGHT OF WAY; THENCE ALONG SAID NEW RIGHT OF WAY THE FOLLOWING SIX COURSES; (1) S. 88°51'15" W. 164.45 FEET; (2) ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 73°07'54", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S. 52°17'18" W. 297.87 FEET; (3) S. 15°43'20" W. 186.80 FEET; (4) ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF 34°15'12", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S. 01°24'16" E. 471.18 FEET; (5) S. 18°31'52" E. 515.48 FEET; (6) S. 23°24'00" E. 1132.35 FEET TO A POINT LOCATED ON THE SOUTHERLY LINE OF AFORESAID LOT 48; THENCE ALONG SAID SOUTHERLY LINE S. 89°35'03" W. 6.52 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER 225-0070-049-0000

PARCEL NO. FOUR:

A PORTION OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 3, AS SAID PARCEL 3 IS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE EASTERLY LINE OF SAID OF THE REAL PROPERTY GRANTED TO THE STATE OF CALIFORNIA BY SACRAMENTO SAVINGS AND LOAN ASSOCIATION IN A DEED RECORDED IN BOOK 88-06-09 AT PAGE 1326, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY FROM WHICH THE INTERSECTION OF THE SOUTHERLY LINE OF SAID PARCEL 3 WITH THE EASTERLY LINE OF THAT REAL PROPERTY GRANTED TO THE STATE OF CALIFORNIA BY SACRAMENTO SAVINGS AND LOAN ASSOCIATION IN A DEED RECORDED IN BOOK 88-06-09 AT PAGE 1326 OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY BEARS SOUTH 23° 24'00" EAST 171.46 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE EASTERLY LINE OF SAID BOOK 88-06-09 AT PAGE 1328, THE FOLLOWING TWO CONSECUTIVE COURSES: 1)

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NORTH 23° 24'00" WEST 959.75 FEET AND 2) NORTH 18° 31'52" WEST 167.04 FEET TO THE NORTHERLY LINE OF SAID PARCEL 3; THENCE NORTH 89° 34'12" EAST 1364.17 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 3 TO THE NORTHEAST CORNER THEREOF; THENCE 804.34 FEET ALONG THE ARC OF A 1660.00 FOOT NON-TANGENT CURVE LEFT THROUGH A CENTRAL ANGLE OF 27° 45'44" SUBTENDED BY A CHORD BEARING SOUTH 1° 06'28" EAST 796.50 ALONG THE EASTERLY LINE OF SAID PARCEL 3; THENCE SOUTH 75° 00'40" WEST 978.57 FEET TO THE POINT OF BEGINNING.

THE BEARINGS ARE BASED ON THOSE SHOWN IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

ALSO DESCRIBED AS PARCEL 9 IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 94-12-12 PAGE 30, OFFICIAL RECORDS.

A PORTION OF ASSESSOR'S PARCEL NUMBER 225-0070-075-000

CITY OF SACRAMENTO

PARCEL NO FIVE:

ALL THAT PORTION OF LOTS 19, 20 AND 28 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "NATOMAS CENTRAL SUBDIVISION," THE OFFICIAL PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA IN BOOK 16 OF MAPS, MAP NO. 3, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE WESTERLY LINE OF SAID LOT 28 FROM WHICH THE NORTHWEST CORNER THEREOF BEARS NORTH 00 DEGREES 41' 38" WEST 214.77 FEET; THENCE FROM SAID POINT OF BEGINNING CURVING TO THE LEFT ON AN ARC OF 1660.00 FEET RADIUS, FROM A TANGENT BEARING SOUTH 39 DEGREES 02' 12" EAST, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 46 DEGREES 19' 16" EAST 420.95 FEET; THENCE SOUTH 53 DEGREES 36' 19" EAST 1064.51 FEET; THENCE CURVING TO THE RIGHT ON AN ARC OF 1000.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 27 DEGREES 21' 32" EAST 884.47 FEET; THENCE SOUTH 01 DEGREES 06' 44" EAST 297.65 FEET; THENCE SOUTH 89 DEGREES 33' 17" WEST 552.22 FEET; THENCE SOUTH 89 DEGREES 35' 00" WEST 210.68 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CALIFORNIA INTERSTATE FREEWAY ROUTE 5; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00 DEGREES 25' 00" WEST 55.00 FEET, (2) NORTH 81 DEGREES 41' 57" WEST 513.68 FEET AND (3) CURVING THE RIGHT ON AN ARC OF 1095.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 74 DEGREES 03' 11" WEST 291.38 FEET TO SAID WESTERLY LINE OF LOT 28; THENCE ALONG SAID WESTERLY LINE NORTH 00 DEGREES 41' 38" WEST 1802.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL IS ALSO DESCRIBED AS PARCEL NO. 6 IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13, PAGE 2162, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, MINERAL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET UNDER THE ABOVE DESCRIBED REAL PROPERTY; AS RESERVED IN THE DEED FROM RICHARD N. MOSEMAN, ET A., TO SACRAMENTO SPORTS ASSOCIATION, A PARTNERSHIP, DATED JUNE 28, 1979, RECORDED JULY 10, 1979, IN BOOK 79-07-10, OFFICIAL RECORDS, PAGE 1243.

ASSESSOR'S PARCEL NUMBER 225-0070-043-0000

PARCEL NO. SIX:

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ALL THAT PORTION OF LOT 29 AS SHOWN ON THAT CERTAIN MAP ENTITLED "NATOMAS CENTRAL SUBDIVISION", THE OFFICIAL PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 16 OF MAPS, MAP NO. 3, LYING EAST OF THE EASTERLY LINE OF CALIFORNIA INTERSTATE FREEWAY ROUTE 5.

EXCEPTING THEREFROM ALL OIL, MINERALS, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET UNDER THE ABOVE DESCRIBED REAL PROPERTY; AS RESERVED IN THE DEED FROM RICHARD N. MOSEMAN, ET AL., TO SACRAMENTO SPORTS ASSOCIATION, A PARTNERSHIP, DATED JUNE 28, 1979, RECORDED JULY 10, 1979, IN BOOK 79-07-10, OFFICIAL RECORDS, PAGE 1243.

ASSESSOR'S PARCEL NUMBER 225-0310-013-0000

PARCEL NO. SEVEN:

A PORTION OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCELS 3 AND 4, AS SAID PARCELS 3 AND 4 ARE DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 4; THENCE SOUTH 89° 34'11" WEST 710.26 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 4 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 25° 10'09" WEST 518.25 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 4; THENCE ALONG THE EASTERLY LINE OF REAL PROPERTY GRANTED TO THE STATE OF CALIFORNIA BY PACIFIC CENTRAL PROPERTIES, ET AL, IN A DEED RECORDED IN BOOK 88-06-09 AT PAGE 1323, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY THE FOLLOWING THREE CONSECUTIVE COURSES: 1) NORTH 23° 24'00" WEST 351.65 FEET, 2) NORTH 20° 51'58" WEST 135.71 FEET, AND 3) NORTH 23° 24'00" WEST 210.44 FEET TO THE NORTHERLY LINE OF SAID PARCEL 4; THENCE NORTH 23° 24'00" WEST 171.46 FEET ALONG THE EASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY SACRAMENTO SAVINGS AND LOAN ASSOCIATION IN A DEED RECORDED IN BOOK 88-06-09 AT PAGE 1326, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY; THENCE NORTH 75° 00'40" EAST 978.57 FEET TO THE EASTERLY LINE OF SAID PARCEL 3; THENCE ALONG THE EASTERLY LINES OF SAID PARCELS 3 AND 4 THE FOLLOWING TWO COURSES: 1) 696.73 FEET ALONG THE ARC OF A 1660.00 FOOT RADIUS CURVE LEFT THROUGH A CENTRAL ANGLE OF 24° 02'53" SUBTENDED BY A CHORD BEARING SOUTH 27° 00'47" EAST 691.63 FEET, AND 2) SOUTH 0° 41'38" EAST 900.72 FEET TO THE POINT OF BEGINNING.

THE BEARINGS ARE BASED ON THOSE SHOWN IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13, AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

ALSO DESCRIBED AS PARCEL 8 IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 94-12-12 PAGE 30, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER 225-0070-074-0000
ASSESSOR'S PARCEL NUMBER 225-0310-014-0000

CITY OF SACRAMENTO

PARCEL EIGHT:

ORDINANCE No. _____

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LOTS 13 AND 19 OF NATOMAS CENTRAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA ON SEPTEMBER 18, 1920, IN BOOK 16 OF MAPS, MAP NO. 3.

EXCEPTING THEREFROM ALL THAT PORTION LYING WEST OF THE EAST LINE OF PARCEL 4A AND IN PARCEL 4D AS SAID PARCELS ARE DESCRIBED IN THE FINAL ORDER OF CONDEMNATION ENTERED NOVEMBER 20, 1967, IN ACTION NO. 166413 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SACRAMENTO, ENTITLED: THE PEOPLE OF THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF PUBLIC WORKS, PLAINTIFF, VS. FRANK V. FRATES, ET AL, DEFENDANTS, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 20, 1967, IN BOOK 67-11-20, OFFICIAL RECORDS, PAGE 443.

ASSESSOR'S PARCEL NUMBER 225-0140-016-0000
ASSESSOR'S PARCEL NUMBER 225-0140-017-0000

PARCEL NO. NINE:

A PORTION OF SECTIONS 10, 11, 14 AND 15, TOWNSHIP 9 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCELS 9 AND 11, AS SAID PARCELS 9 AND 11 ARE DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 9; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 9 THE FOLLOWING TWO CONSECUTIVE COURSES; 1) NORTH 89° 35'00" EAST 157.08 FEET, AND 2) NORTH 89° 33'17" EAST 552.22 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 9; THENCE ALONG THE EASTERLY LINE OF SAID PARCELS 9 AND 11 THE FOLLOWING SIX CONSECUTIVE COURSES: 1) SOUTH 1° 06'44" EAST 302.34 FEET, 2) 314.16 FEET ALONG THE ARC OF A 1500.00 FOOT CURVE RIGHT THROUGH A CENTRAL ANGLE OF 12° 00'00" SUBTENDED BY A CHORD BEARING SOUTH 4° 53'16" WEST 313.59 FEET 3) SOUTH 10° 53'16" WEST 778.50 FEET 4) 1081.35 FEET ALONG THE ARC OF A 1383.34 FOOT RADIUS CURVE LEFT THROUGH A CENTRAL ANGLE OF 44° 47'16" SUBTENDED BY A CHORD BEARING SOUTH 11° 30'22" EAST 1054.03 FEET 5) SOUTH 33° 54'00" EAST 69.37 FEET AND 6) 209.39 FEET ALONG THE ARC OF A 1141.04 FOOT RADIUS CURVE RIGHT THROUGH A CENTRAL ANGLE OF 10° 30'51" SUBTENDED BY A CHORD BEARING SOUTH 28° 38'34" EAST 209.10 FEET; THENCE SOUTH 71° 36'00" WEST 764.90 FEET TO THE WESTERLY LINE OF SAID PARCEL 11; THENCE ALONG THE WESTERLY LINE OF SAID PARCELS 11 AND 9 THE FOLLOWING TWO COURSES: 1) NORTH 23° 24'00" WEST 335.97 FEET AND 2) NORTH 0° 41'43" WEST 2581.01 FEET TO THE POINT OF BEGINNING.

THE BEARINGS AND DISTANCES ARE BASED ON THOSE SHOWN IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

ALSO DESCRIBED AS PARCEL 5 IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 94-12-12 PAGE 30, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER 225-0150-046-0000

PARCEL TEN:

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A PORTION OF SECTIONS 14, AND 15, TOWNSHIP 9 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 11, AS SAID PARCEL 11 IS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 11 FROM WHICH THE SOUTHWEST CORNER OF SAID PARCEL 11 BEARS SOUTH 21° 35'49" EAST 359.93 FEET; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID PARCEL 11 THE FOLLOW TWO CONSECUTIVE COURSES: 1) 295.85 FEET ALONG THE ARC OF A 15120.00 FOOT RADIUS NON-TANGENT CURVE LEFT THROUGH A CENTRAL ANGLE OF 1° 07'16" SUBTENDED BY A CHORD BEARING NORTH 22° 50'22" WEST 295.85 FEET AND 2) NORTH 23° 24'00" WEST 99.00 FEET; THENCE NORTH 71° 36'00" EAST 764.90 FEET TO THE EASTERLY LINE OF SAID PARCEL 11; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 11 THE FOLLOWING THREE CONSECUTIVE COURSES: 1) 108.53 FEET ALONG THE ARC OF A 1141.40 FOOT NON-TANGENT CURVE RIGHT THROUGH A CENTRAL ANGLE OF 5° 26'59" SUBTENDED BY A CHORD BEARING SOUTH 20° 39'39" EAST 108.49 FEET 2) SOUTH 17° 56'09" EAST 100.00 FEET AND 3) 328.74 FEET ALONG THE ARC OF A 1500.00 FOOT CURVE LEFT THROUGH A CENTRAL ANGLE OF 12° 33'25" SUBTENDED BY A CHORD BEARING SOUTH 24° 12'52" EAST 328.08 FEET TO THE SOUTHWEST CORNER OF PARCEL 11 AS DESCRIBED IN SAID CERTIFICATE OF COMPLIANCE; THENCE SOUTH 85° 04'16" WEST 649.43 FEET; THENCE SOUTH 67° 26'54" WEST 138.88 FEET TO THE POINT OF BEGINNING.

THE BEARINGS AND DISTANCES ARE BASED ON THOSE SHOWN IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

ALSO DESCRIBED AS PARCEL 4 IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 94-12-12 PAGE 30, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER 225-0150-045-000

PARCEL ELEVEN:

CITY OF SACRAMENTO

A PORTION OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 5, 6, 7, 11 AND 12, AS SAID LOTS 5, 6, 7, 11 AND 12 ARE SHOWN ON THE "MAP OF NATOMAS CENTRAL SUBDIVISION", RECORDED IN BOOK 16 OF MAPS, MAP NO. 3, OF THE RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 12, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY; THENCE FROM SAID POINT OF

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BEGINNING, SOUTH 85° 04'16" WEST 649.43 FEET; THENCE SOUTH 67° 26'54" WEST 138.88 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 5 AS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 67-11-20 AT PAGE 443, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, FROM WHICH THE SOUTHWEST CORNER OF PARCEL 11 AS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY BEARS SOUTH 21° 35'49" EAST 359.93 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE CONSECUTIVE COURSES: 1) 654.16 FEET ALONG THE ARC OF A 15120.00 FOOT RADIUS CURVE RIGHT THROUGH A CENTRAL ANGLE OF 2° 28'44" SUBTENDED BY A CHORD BEARING SOUTH 21° 02'22" EAST 654.11 FEET, 2) SOUTH 19° 48'00" EAST 613.51 FEET, 3) SOUTH 23° 35'33" EAST 876.92 FEET, 4) SOUTH 26° 27'58" EAST 300.84 FEET AND 5) SOUTH 36° 30'19" EAST 44.00 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 89° 36'55" EAST 396.56 FEET ALONG THE SOUTH LINE OF SAID LOT 6; THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF THE FINAL ORDER OF CONDEMNATION, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 67-11-20 AT PAGE 443, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY THE FOLLOWING TWO CONSECUTIVE COURSES: 1) NORTH 0° 23'01" WEST 30.01 FEET, AND 2) NORTH 82° 18'10" EAST 117.72 FEET; THENCE NORTH 0° 25'47" WEST 1028.77 FEET; THENCE 1128.51 FEET ALONG THE ARC OF A 1418.73 FOOT RADIUS CURVE LEFT THROUGH A CENTRAL ANGLE OF 45° 34'30" SUBTENDED BY A CHORD BEARING NORTH 23° 13'02" WEST 1098.99 FEET; THENCE 406.10 FEET ALONG THE ARC OF A 1500.00 FOOT ARC CURVE RIGHT THROUGH A CENTRAL ANGLE OF 15° 30'43" SUBTENDED BY A CHORD BEARING NORTH 38° 14'56" WEST 404.86 FEET TO THE POINT OF BEGINNING.

THE BEARINGS ARE BASED ON THOSE SHOWN IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

ALSO DESCRIBED AS PARCEL 1 IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 94-12-12 PAGE 30, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER 225-0180-038-0000
ASSESSOR'S PARCEL NUMBER 225-0150-043-0000

CITY OF SACRAMENTO

PARCEL NO. TWELVE:

A PORTION OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 13, AS SAID PARCEL 13 IS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 13; THENCE SOUTH 89° 32'32" WEST 804.85 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 13; THENCE 160.50 FEET ALONG THE ARC OF A 1418.73 FOOT RADIUS CURVE LEFT THROUGH A CENTRAL ANGLE OF 6° 28'54" SUBTENDED BY A CHORD BEARING NORTH 42° 45'50" WEST 160.41 FEET; THENCE 406.10 FEET ALONG THE ARC OF A 1500.00 FOOT CURVE RIGHT THROUGH A CENTRAL ANGLE OF 15° 30'43" SUBTENDED BY A CHORD BEARING NORTH 38° 14'56" WEST 404.86 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 13; THENCE NORTH 85° 04'16" EAST 1162.26 FEET ALONG THE NORTH LINE OF SAID PARCEL 13 TO THE NORTHEAST CORNER OF SAID PARCEL 13; THENCE SOUTH 0° 41'38" EAST 529.19 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 13 TO THE POINT OF BEGINNING.

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THE BEARINGS AND DISTANCES ARE BASED ON THOSE SHOWN IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

ALSO DESCRIBED AS PARCEL 3 IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 94-12-12 PAGE 30, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER 225-0150-044-0000
ASSESSOR'S PARCEL NUMBER 225-0150-031-0000
ASSESSOR'S PARCEL NUMBER 225-0150-033-0000

PARCEL NO. THIRTEEN:

A PORTION OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 6 AND 7, AS SAID LOTS 6 AND 7 ARE SHOWN ON THE "MAP OF NATOMAS CENTRAL SUBDIVISION", RECORDED IN BOOK 16 OF MAPS, MAP NO. 3, OF THE RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 89° 32'32" WEST 804.84 FEET ALONG THE NORTHERLY LINE OF SAID LOT 7; THENCE 968.01 FEET ALONG THE ARC OF A 1418.73 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39° 05'36" SUBTENDED BY A CHORD BEARING SOUTH 19° 58'35" EAST 949.34 FEET; THENCE SOUTH 0° 25'47" EAST 1028.77 FEET TO THE NORTHERLY LINE OF PARCEL 4B AS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 67-11-20 AT PAGE 443, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY; THENCE NORTH 82° 18'10" EAST 96.81 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN BOOK 70-04-21 AT PAGE 452, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY; THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF THE PARCEL DESCRIBED IN SAID BOOK 70-04-21, AT PAGE 452, AND THE FOLLOWING TWO CONSECUTIVE COURSES: 1) NORTH 0° 41'38" WEST 1461.62 FEET AND 2) NORTH 87° 17'28" EAST 400.25 FEET TO THE EASTERLY LINE OF SAID LOT 7; THENCE NORTH 0° 41'38" WEST 434.03 FEET TO THE POINT OF BEGINNING.

THE BEARINGS ARE BASED ON THOSE SHOWN IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

ALSO DESCRIBED AS PARCEL 2 IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 94-12-12 PAGE 30, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER 225-0180-039-0000

PARCEL FOURTEEN:

CITY OF SACRAMENTO

A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 9 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

97-040
ORDINANCE No. _____

JUN 24 1997

DESCRIPTION

ALL THAT PORTION OF PARCEL A, AS SAID PARCEL A IS SHOWN ON THE PARCEL MAP FILED IN BOOK 55 OF PARCEL MAPS, AT PAGE 13, OF THE RECORDS OF SACRAMENTO COUNTY, TOGETHER WITH THAT PORTION OF LOT 23, AS SAID LOT 23 IS SHOWN ON THE "MAP OF NATOMAS CENTRAL SUBDIVISION", RECORDED IN BOOK 16 OF MAPS, MAP NO. 3, OF THE RECORDS OF SACRAMENTO COUNTY, ALSO TOGETHER WITH THAT PORTION OF PARCEL 14, AS SAID PARCEL 14 IS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 AT PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL A FROM WHICH THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL A BEARS SOUTH $0^{\circ} 17' 38''$ EAST 1706.31 FEET ALONG THE EASTERLY LINE OF SAID PARCEL A, SOUTH $89^{\circ} 33' 18''$ WEST 1391.70 FEET ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL A, AND SOUTH $0^{\circ} 41' 38''$ EAST 596.34 FEET ALONG THE MOST SOUTHERLY WESTERLY LINE OF SAID PARCEL A; THENCE FROM SAID POINT OF BEGINNING 1371.84 FEET ALONG THE ARC OF A 2000.00 FOOT RADIUS CURVE RIGHT THROUGH A CENTRAL ANGLE OF $39^{\circ} 18' 01''$ SUBTENDED BY A CHORD BEARING NORTH $20^{\circ} 45' 45''$ WEST 1345.10 FEET; THENCE NORTH $01^{\circ} 06' 44''$ WEST 1428.47 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 14; THENCE NORTH $88^{\circ} 53' 16''$ EAST 490.82 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 14 TO THE NORTHEAST CORNER OF SAID PARCEL 14; THENCE SOUTH $0^{\circ} 17' 38''$ EAST 2695.51 FEET ALONG THE EASTERLY LINES OF SAID PARCEL 14, SAID LOT 23, AND SAID PARCEL A TO THE POINT OF BEGINNING.

THE BEARINGS ARE BASED ON THOSE SHOWN IN THAT CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 87-10-13 PAGE 2162, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

ALSO DESCRIBED AS PARCEL 10 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 94-12-12 PAGE 30, OFFICIAL RECORDS.

EXCEPTING FROM PARCEL A, ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND GEOTHERMAL RIGHTS WITHIN OR UNDERLYING SAID LAND BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID REAL PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED; WITHOUT, HOWEVER, THE RIGHT TO USE THE SURFACE OF SUCH REAL PROPERTY OR ANY PORTION THEREOF ABOVE A DEPTH OF 500 FEET FOR ANY PURPOSE WHATSOEVER EXCEPTED AND RESERVED IN THE DEED EXECUTED BY FRANK D. MACHADO, ET UX RECORDED MARCH 04, 1980, IN BOOK 80-03-04 PAGE 816, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER 225-0150-050-0000

ASSESSOR'S PARCEL NUMBER 225-0150-038-0000

ORDINANCE No. 97-040

JUN 24 1997

EXHIBIT B

LANDOWNER'S DEVELOPMENT PLAN

SEE ATTACHED

ORDINANCE No. 97-040

JUN 24 1997

DEVELOPMENT SITE PARCEL NUMBER: 2
EXISTING ZONING: A / MHD-20
PROPOSED ZONING: PC-20

VAIL
ENGINEERING
CORPORATION
ENGINEERING PLANNING
PUBLIC FINANCE SURVEYING

2633 HOME AVENUE SUITE 220
SACRAMENTO, CA 95825
(916) 926-3323

TENTATIVE MASTER PARCEL MAP FOR
ALLEGHANY PROPERTIES, INC.
NORTH NATOMAS LAND HOLDINGS
SUBMITTAL PACKAGE No. 3
REZONE EXHIBIT
CITY OF SACRAMENTO, CALIF. 957 040

2. June 7. Thompson hereby certifies that the findings made had been prepared under my direction concerning engineering studies and that it generally conforms with the tentative findings of the City of Sacramento. A certification is signed in section 6723.5 of the Professional Engineer's Act.

Call 800-441-4444















DATE: FEBRUARY 1, 1967



SCALE: 1"=400'

DETROIT 4P- JAF

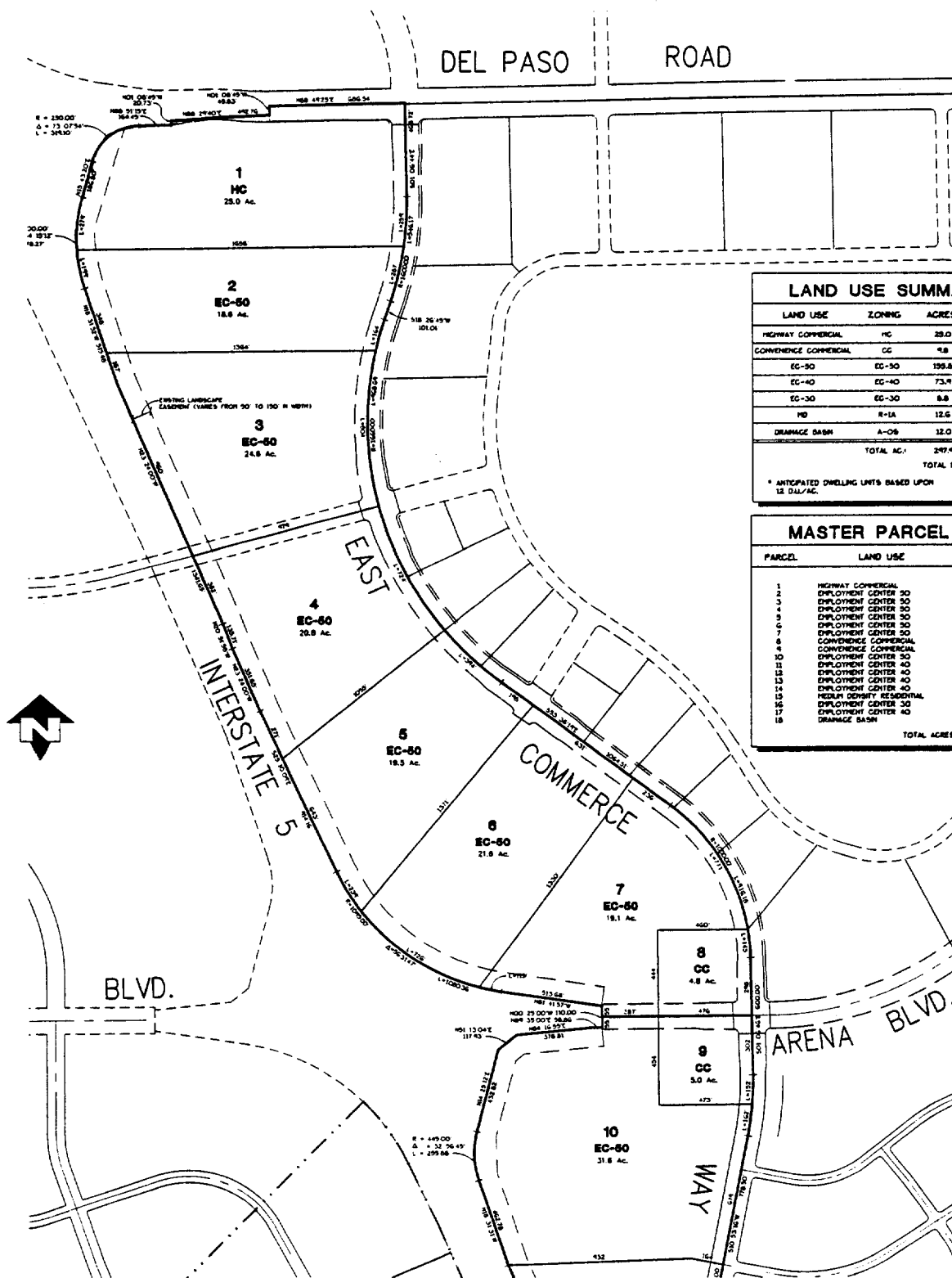
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Revisions 		
NO.	DATE	DESCRIPTION
		
		
		
		
		
		
		
		
		
		
		
		
		

ORDINANCE No. 37-040

JUN 24 1997

EXHIBIT B



LAND USE SUMMARY

LAND USE	ZONING	ACRES	D.U.
Highway Commercial	HC	23.0	—
Convenience Commercial	CC	9.8	—
EC-50	EC-50	159.8	—
EC-40	EC-40	73.4	—
EC-30	EC-30	8.8	—
HD	R-1A	12.6	151*
Drainage Basin	A-OS	12.0	—
TOTAL AC.		247.4	
		TOTAL D.U.	151

* ANTICIPATED DWELLING UNITS BASED UPON 12 D.U./AC.

MASTER PARCEL INDEX

PARCEL	LAND USE	AREA
1	Highway Commercial	23.0 Ac.
2	Employment Center 50	18.6 Ac.
3	Employment Center 50	24.8 Ac.
4	Employment Center 50	20.8 Ac.
5	Employment Center 50	18.3 Ac.
6	Employment Center 50	21.8 Ac.
7	Employment Center 50	19.1 Ac.
8	Convenience Commercial	4.8 Ac.
9	Convenience Commercial	5.0 Ac.
10	Employment Center 50	31.8 Ac.
11	Employment Center 40	16.0 Ac.
12	Employment Center 40	13.6 Ac.
13	Employment Center 40	10.8 Ac.
14	Employment Center 30	18.2 Ac.
15	Medium Density Residential	12.6 Ac.
16	Employment Center 30	8.8 Ac.
17	Employment Center 40	17.6 Ac.
18	Drainage Basin	12.0 Ac.
TOTAL ACRES		247.4

ORDINANCE No. **97-040**

SEE SHEET 4B

JUN 24 1997

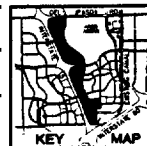
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11

VAIL
ENGINEERING CORPORATION
PLANNING
PUBLIC FINANCE
2553 HOME AVENUE, SUITE 120
SACRAMENTO, CA 95833
(916) 929-1222

TENTATIVE MASTER PARCEL MAP FOR
ALLEGHANY PROPERTIES, INC.
NORTH NATOMAS LAND HOLDINGS
SUBMITTAL PACKAGE No. 3
PARCEL MAP
CITY OF SACRAMENTO, CALIFORNIA

I, **Quinn T. Thompson**, hereby certify that the foregoing map has been prepared under the direction and supervision of myself or a duly licensed professional engineer and that I am a duly licensed professional engineer in the State of California.
Quinn T. Thompson
Professional Engineer No. 47183
City of Sacramento, California

DATE: FEBRUARY 1, 1997
SCALE: 1"=200'
DRAWN BY: JAT
CHECKED BY: JAT
DATE: 2/24/97



Revisions	DATE	DESCRIPTION
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SEE SHEET 4A



JUN 24 1997

4B
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11



TENTATIVE MASTER PARCEL MAP FOR
ALLEGHANY PROPERTIES, INC.
NORTH NATOMAS LAND HOLDINGS
SUBMITTAL PACKAGE No. 3
PARCEL MAP
CITY OF SACRAMENTO, CALIFORNIA

James I. Thompson hereby certifies that the information has been obtained under the protection concerning engineering, science and that I personally composed with the various necessary requirements of the City of Sacramento the California State - section 61533 of the Professional Engineer's Act.

James I. Thompson
James I. Thompson, P.E. 1983

Case No: HQ-39-74-040
Date: FEBRUARY 1, 1967

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SCALE: 1"=200'

Distorted by: JAT
Checked by: Bld/CDC
W.D. No: 2300-06

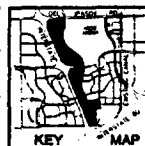
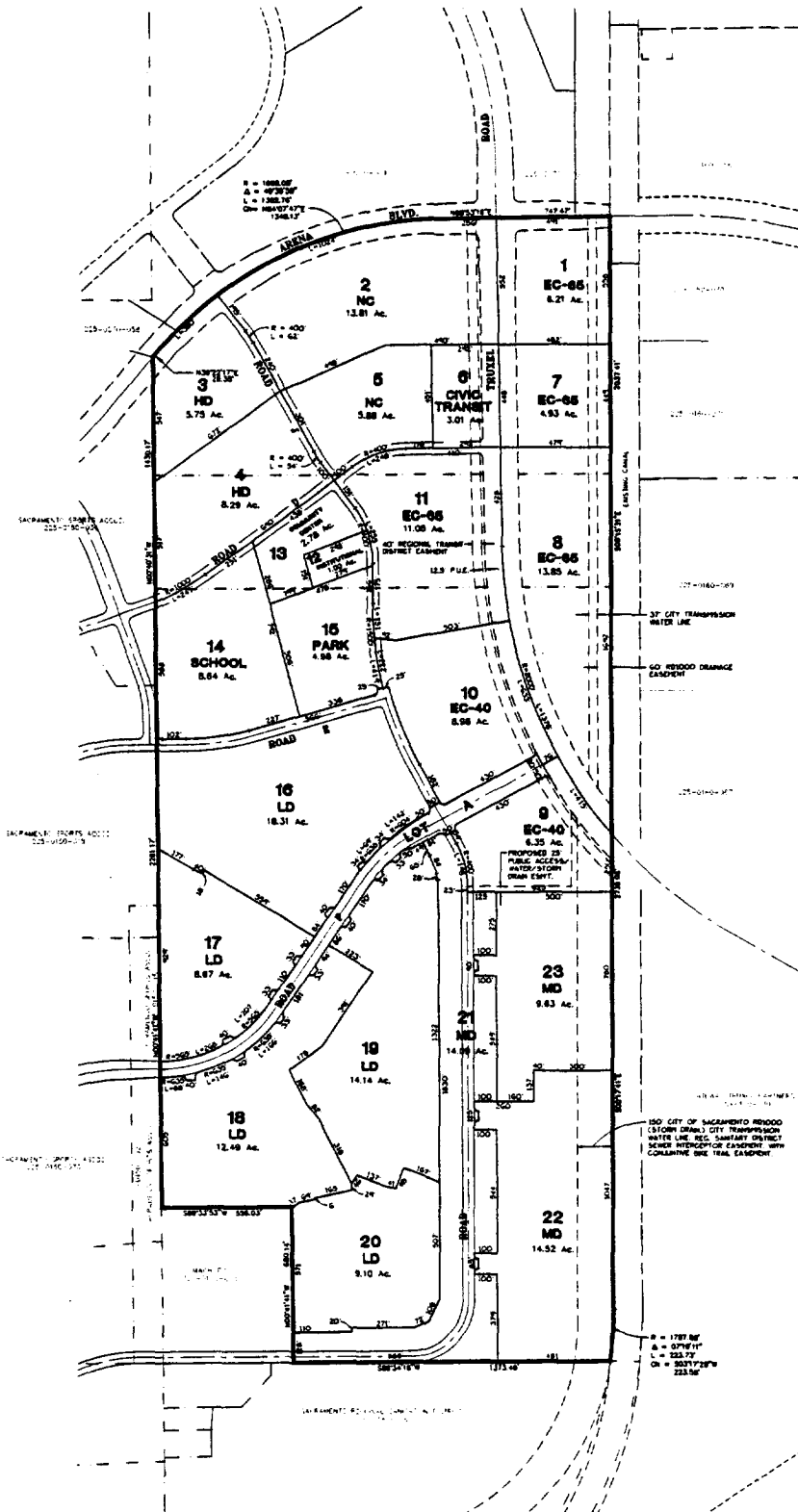
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EXHIBIT B



LAND USE SUMMARY					
LAND USE	ZONING	GROSS ACRES	NET ACRES	TOTAL D.U.	NET D.U./AC
NC	NC	19.69	—	—	—
CIVIC/TRANSIT	C-1 (TRANSIT)	3.01	—	—	—
SCHOOL	R-1 (SCHOOL)	8.64	—	—	—
PARK	R-1 (PARK)	4.98	—	—	—
EMPLOYMENT CENTER	EC-65	36.04	—	—	—
EMPLOYMENT CENTER	EC-40	15.33	—	—	—
LD (3-10 D.U.)	R-1	62.72	48.87 ⁽¹⁾	248 ⁽²⁾	6.0
MD (7-21 D.U.)	R-1A	38.23	19.18 ⁽¹⁾	234 ⁽²⁾	12.5
MD (13-29 D.U.)	R-2B	14.04	12.21 ⁽¹⁾	308 ⁽²⁾	25.3
COM. CENTER	R-1 (COMC)	2.78	—	—	—
INSTITUTIONAL	R-1 (DAYCARE)	1.00	—	—	—
CIRCULATION	RIGHT-OF-WAY	4.24	—	—	—
TOTAL GROSS AC.		216.78			
TOTAL D.U.		888			

⁽¹⁾ ACTUAL TABULATION BASED UPON NATOMAS CROSSING TENT. SUBDIVISION MAP

⁽²⁾ ANTICIPATED TABULATION BASED UPON GROSS TO NET. FACTORS DERIVED BY THE NACPA.

MASTER PARCEL INDEX		
PARCEL/LOT	LAND USE	GROSS ACRES
1	EMPLOYMENT CENTER GS	6.21
2	NEIGHBORHOOD COMMERCIAL	13.81
3	HIGH DENSITY RESIDENTIAL	5.75
4	HIGH DENSITY RESIDENTIAL	8.24
5	HIGH COMMERCIAL	5.88
6	CIVIC TRANSIT - (COMMERCIAL)	3.01
7	EMPLOYMENT CENTER GS	4.93
8	EMPLOYMENT CENTER GS	13.85
9	EMPLOYMENT CENTER 40	6.35
10	EMPLOYMENT CENTER 40	8.98
11	EMPLOYMENT CENTER GS	11.08
12	INSTITUTIONAL (DAYCARE)	1.00
13	COMMUNITY CIVIC CENTER	2.78
14	SCHOOL	8.64
15	PARK	4.98
16	LOW DENSITY RESIDENTIAL	18.31
17	LOW DENSITY RESIDENTIAL	8.67
18	LOW DENSITY RESIDENTIAL	12.48
19	LOW DENSITY RESIDENTIAL	14.14
20	LOW DENSITY RESIDENTIAL	9.10
21	MEDIUM DENSITY RESIDENTIAL	14.48
22	MEDIUM DENSITY RESIDENTIAL	14.52
23	MEDIUM DENSITY RESIDENTIAL	9.63
4	PUBLIC ROADWAY	4.24
TOTAL		210.75

97-040

ORDINANCE No.

JUN 24 1997

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11

VAIL
ENGINEERING CORPORATION
PLANNING
PUBLIC PRICES
2545 HOWE AVENUE, SUITE 200
SACRAMENTO, CA 95825
(916) 479-1223

TENTATIVE MASTER PARCEL MAP FOR
ALLEGHANY PROPERTIES, INC.
NORTH NATOMAS LAND HOLDINGS
SUBMITTAL PACKAGE No. 2
PARCEL MAP
CITY OF SACRAMENTO, CALIFORNIA

Scale: 1" = 200'
North Arrow
Key Map

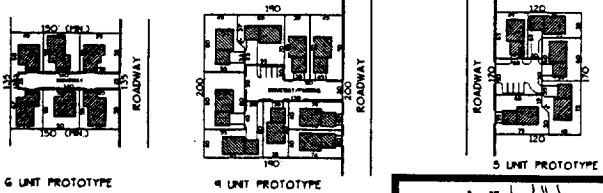
DATE: FEBRUARY 1, 1997
SCALE: 1" = 200'
DRAWN BY: JAT
CHECKED BY: CSC
DATE: 2/28/96

KEY MAP

Revisions		
NO.	DATE	DESCRIPTION
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EXHIBIT B

MEDIUM DENSITY SMALL LOT PROTOTYPES



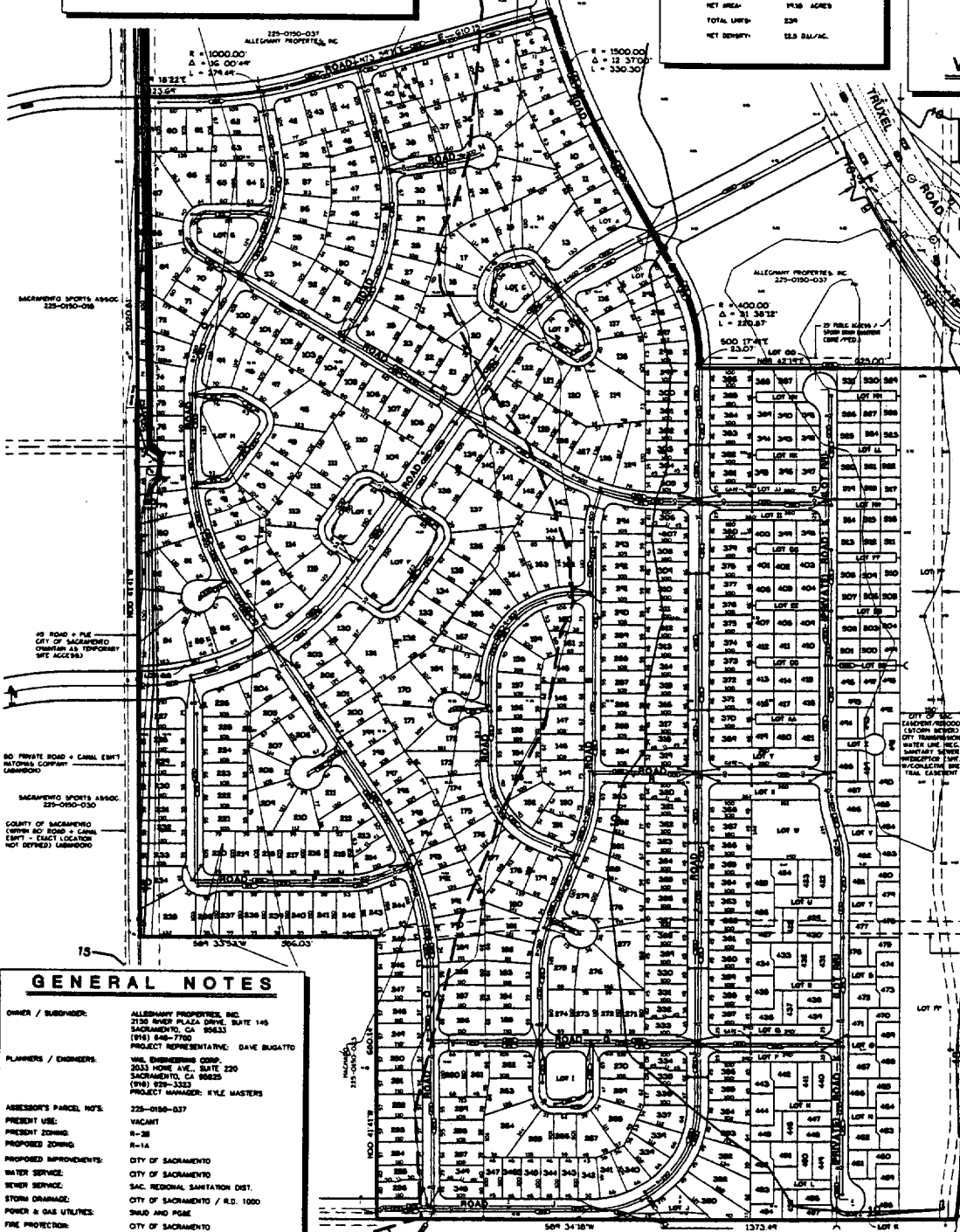
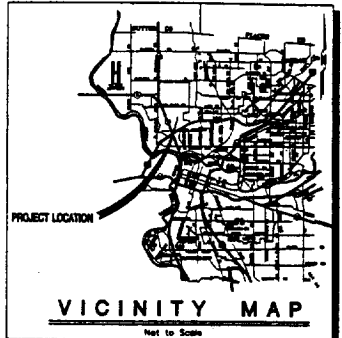
LAND USE SUMMARY

LOW DENSITY RESIDENTIAL

GROSS AREA: 68.08 ACRES
 PARKS/O.S.: 2.33 ACRES
 ROADWAY ROW: 15.75 ACRES
 NET AREA: 49.97 ACRES
 TOTAL UNITS: 142
 NET DENSITY: 6.0 UNITS/AC

MEDIUM DENSITY RESIDENTIAL

GROSS AREA: 34.33 ACRES
 PARKS/O.S.: 1.48 ACRES
 ROADWAY ROW: 17.47 ACRES
 NET AREA: 15.38 ACRES
 TOTAL UNITS: 239
 NET DENSITY: 15.5 UNITS/AC



LOT INDEX

LOT	USE	AREA
1	RESIDENTIAL	1.25
2	RESIDENTIAL	1.25
3	RESIDENTIAL	1.25
4	RESIDENTIAL	1.25
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98	RESIDENTIAL	1.25
99	RESIDENTIAL	1.25
100	RESIDENTIAL	1.25

GENERAL NOTES

OWNER / SUBDIVIDER: ALLEGANY PROPERTIES, INC.
 2150 POWER PLAZA DRIVE, SUITE 145
 SACRAMENTO, CA 95833
 (916) 848-7700
 PROJECT REPRESENTATIVE: DAVE BUGATTO

PLANNERS / ENGINEERS: VAIL ENGINEERING CORP.
 2633 HOME AVE., SUITE 220
 SACRAMENTO, CA 95825
 (916) 829-3323
 PROJECT MANAGER: KYLE MASTERS

ADJACENT'S PARCEL NO. 225-0190-037
 PRESENT USE: VACANT
 PRESENT ZONING: R-1A
 PROPOSED ZONING: R-1A
 PROPOSED IMPROVEMENTS: CITY OF SACRAMENTO
 WATER SERVICE: SAC. REGIONAL SANITATION DIST.
 STORM DRAINAGE: CITY OF SACRAMENTO / R.D. 1000
 POWER & GAS UTILITIES: SHAD AND POSE
 FIRE PROTECTION: CITY OF SACRAMENTO
 PARKS: CITY OF SACRAMENTO
 SCHOOL DISTRICT: NATOMAS UNIFIED

NOTE: THE SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS FOR ANY LOT, A SECTION 86.66.1 OF THE SUBDIVISION MAP ACT, REFER TO THE MASTER PARCEL MAP FOR ADDITIONAL INFORMATION.

ORDINANCE No. 97-040

1

1

VAIL
ENGINEERING CORPORATION
PLANNERS
2633 HOME AVE. SUITE 220
SACRAMENTO, CA 95825
(916) 829-3323

NATOMAS CROSSING
NORTH NATOMAS, SACRAMENTO, CALIFORNIA
TENTATIVE SUBDIVISION MAP
CITY OF SACRAMENTO, CALIFORNIA

Revisions

NO.	DATE	DESCRIPTION
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JUN 24 1997

EXHIBIT C

SPECIAL CONDITIONS

SEE ATTACHED

ORDINANCE No. ~~97-040~~

JUN 24 1997

EXHIBIT C

SPECIAL CONDITIONS

I. PURPOSE AND INTENT

The definitions applicable to the body of the Agreement shall apply to this Exhibit C.

In order to achieve its objectives, and in order to obtain from each LANDOWNER and developer, all required contributions, fees, land transfers, agreements, and other mechanisms required to implement its terms, the NNCP provides that all rezoning and development shall occur through the planned unit development process. Development agreements should be entered into with LANDOWNERS whenever feasible under the circumstances.

Under no circumstances can development of the Property proceed without satisfaction of the conditions specified in this exhibit. These Special Conditions shall constitute binding and legally enforceable obligations of LANDOWNER and its successors and assigns, and binding and legally enforceable requirements and conditions for the development of the Property, in addition to other obligations, requirements and conditions imposed during the rezoning, special permit, subdivision map and other land use entitlement processes.

II. LANDOWNERS' OBLIGATIONS

A. Mitigation Monitoring; Habitat Conservation Plan.

1. **Mitigation Monitoring.** When required in order to obtain entitlements, LANDOWNER shall execute a mitigation monitoring agreement, and such other agreements as may be necessary in CITY's judgment in order to implement any mitigation measure relating to the NNCP and any mitigation monitoring plans applicable to the Property, and shall fully cooperate with CITY in implementing any mitigation monitoring plan adopted as part of the approval process for development of the Property.

2. Habitat Conservation Plan.

a. In the event that a Habitat Conservation Plan has been adopted by CITY, LANDOWNER shall be obligated to undertake and exercise one of the following options:

(i) participate in that Plan by payment of the fees applicable to LANDOWNER and/or the Property or provide required proportionate land dedications, at the time specified in the Plan for payment of fees or dedication of required proportionate lands; or

(ii) obtain and present to CITY a duly issued, executed and effective incidental take permit issued by federal and state agencies charged with implementation of the provisions of federal and state Endangered Species Acts, which would allow development of the Property; or

(iii) obtain and present to CITY a duly issued, executed, and effective form of document from said federal and state agencies that development of the Property may proceed without the need for an incidental take permit; or

(iv) participate in such other plan or program which has been approved by said federal and state agencies; or

(v) take any other action required by CITY in its sole discretion, relating to satisfaction of all applicable laws, including but not limited to CEQA and the federal and state Endangered Species Acts, where none of the provisions of subsections (i), (ii), (iii) or (iv) are applicable.

b. In the event that at the time of issuance of a building permit for the Property, CITY has not adopted a Habitat Conservation Plan, and subject to the provisions of subsection "a" above, LANDOWNER shall as a condition to issuance of such building permit pay the sum of \$* _____ per acre of the Property subject to the building permit; the requirement specified in this subsection b. shall be included in each entitlement issued with respect to the Property where, at the time of issuance, CITY has not adopted a Habitat Conservation Plan. In the event that CITY determines, in its sole and exclusive discretion, that such a Plan is not required and the fees required by this subsection b. have been paid, CITY shall within a reasonable time of making such determination refund any fees paid by LANDOWNER pursuant to this subsection b. The provisions of Government Code Section 66000 through 66025, as those sections are amended, renumbered or reconstituted, shall not apply to the fees covered by this subsection b.

B. Agreements With Other Agencies. As required by CITY, LANDOWNER shall enter into agreements with other affected agencies, including but not limited to:

1. Appropriate sanitation districts, including but not limited to Sacramento County Regional Sanitation District, for provision of facilities, payment of fees and charges, and payment (if applicable) of any proportionate share of penalties imposed by the Environmental Protection Agency;

* To be determined by the City Council. No building permit shall issue until such amount is determined and the City Council has implemented the fees required by this subsection b., and such fees have been paid.

2. Reclamation District 1000, if in CITY's sole and exclusive discretion and judgment such an agreement is in fact required, or any other agreement which is required in CITY's sole and exclusive discretion and judgment for the implementation of Interim Drainage or the Drainage Plan;

3. Affected school districts, prior to any zoning or rezoning, special permit, subdivision map or other land use entitlements impacting upon the service or facilities of such other affected agencies. The agreement with affected school districts shall be subject to CITY approval, and shall contain express provisions for defense and indemnification of CITY by the affected school districts.

C. **Drainage Sub-basin Agreement.** LANDOWNER shall enter into an agreement with each of the other landowners within the Drainage Sub-basin within which the Property lies, which provides the manner in which the Infrastructure required for development of all of the lands within said Drainage Sub-basin shall be constructed and financed. As an alternative form of compliance with this provision, LANDOWNER may enter into an agreement with CITY, satisfactory to the City Attorney, which provides that LANDOWNER shall finance all costs associated with the Infrastructure required for development of all of the undeveloped lands within said Drainage Sub-basin. Any such agreement shall additionally provide for reimbursement in accordance with the terms of this Agreement, and the North Natomas Finance Plan, for LANDOWNER's payment of Infrastructure costs in excess of or beyond those required for development of the Property, as that term is defined in Section 8 of this Agreement. As a further alternative, CITY may impose a Drainage Sub-basin assessment district for purposes of financing the required Infrastructure. The provisions of section 6.D. of this Agreement shall apply in such a case.

III. CONDITIONS OF DEVELOPMENT; SPECIAL FINDINGS REQUIRED

A. In addition to other findings and conditions as may be deemed applicable, no special permit, subdivision map or other land use entitlement for the Property shall be approved unless the approving body either: (1) makes the following findings; or (2) expressly waives such findings, in whole or in part, as not applicable to the Property and stating the reasons therefor with such waiver and the reasons therefor appear in the record or document of approval. These findings are:

1. The approval of the proposed project is consistent with the policies, goals, standards and objectives of the NNCP and other relevant factors and circumstances, including but not limited to:

a. The adequacy of the required interim and permanent Infrastructure needed to support the project planned for the Property;

b. The extent of participation required of LANDOWNER under the North Natomas Finance Plan has been secured;

c. The extent to which LANDOWNER has complied with the provisions of the>NNLAP.

2. The North Natomas Finance Plan has been adopted by the City Council.

3. All transfers of land, owned by or under the control of LANDOWNER, which are specified in the>NNLAP as being necessary for public purposes, have been transferred to CITY or to the appropriate public agency. For this purpose, a transfer will be deemed to occur upon delivery to CITY of an Irrevocable Offer of Dedication in form and manner approved by the City Department of Public Works and the City Attorney. These dedications include, but are not limited to streets, utilities, drainage facilities and public transit.

4. LANDOWNER has, where applicable, demonstrated that the proposed project as designed meets or exceeds the jobs to housing ratio of the>NNCP, either actually or through the medium of the Housing Trust Fund, or through assisting housing starts in North Sacramento, or a combination thereof.

5. LANDOWNER has entered into all agreements required pursuant to sections II.A., II.B. and II.C. above.

6. Appropriate environmental review of the proposed project has been completed, and any suggested mitigation measures resulting therefrom have been included in the approval of the project to the extent feasible.

B. In the event that any of the special findings required herein cannot be made and are not waived, approval may nevertheless be given to the proposed project if all of the following conditions can be satisfied with respect to each such special finding not made:

1. Practicable and feasible requirements or mitigation measures can be imposed upon the project, the implementation of which would allow such special finding to be made;

2. The applicant has agreed to be bound (through written agreement satisfactory to the City Attorney) by and to implement such requirements or mitigation measures, and has posted such security for compliance therewith as may be required by the City Manager; and

3. It is in the public interest and consistent with the policies, goals, standards and objectives of the Community Plan for the project to be approved with such requirements and mitigation measures.

EXHIBIT D

**ASSIGNMENT AND ASSUMPTION
AGREEMENT**

SEE ATTACHED

ORDINANCE No. 97-040

JUN 24 1997

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Agreement") is entered into this _____ day of _____, 19____, by and between _____ (herein "LANDOWNER") and _____ (herein "ASSIGNEE").

RECITALS

A. LANDOWNER has entered into a Development Agreement (herein "the Development Agreement") dated _____, with the City of Sacramento, pursuant to which LANDOWNER agreed to develop certain property more particularly described in the Development Agreement (herein "the Property") in the North Natomas Community Plan Area subject to certain conditions and obligations set forth in the Development Agreement.

B. LANDOWNER has assigned its interests under the Development Agreement to ASSIGNEE under a written agreement dated _____, as to that portion of the Property identified and incorporated herein by this reference (herein the "Assigned Parcel(s)").

C. ASSIGNEE desires to assume all of LANDOWNER's rights and obligations and other terms and conditions under the Development Agreement with respect to the Assigned Parcel(s).

AGREEMENTS

NOW, THEREFORE, LANDOWNER AND ASSIGNEE HEREBY AGREE AS FOLLOWS:

1. ASSIGNEE hereby assumes all of the burdens and obligations of LANDOWNER under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of LANDOWNER under the Development Agreement, and to be subject to all of the

terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both LANDOWNER and ASSIGNEE that, upon the execution of this Agreement, ASSIGNEE shall become substituted for LANDOWNER as the "LANDOWNER" under the Development Agreement with respect to the Assigned Parcel(s).

2. ASSIGNEE understands and agrees that this Agreement is subject to Section 4 of the Development Agreement. Section 4 reads as follows:

4. Assignment. LANDOWNER shall have the right to sell, assign, or transfer its interests under this Agreement as part of a contemporaneous and related sale, assignment or transfer of its interests in the Property, or any portion thereof, without the consent of CITY; provided, however, that LANDOWNER shall notify CITY of such sale, assignment or transfer by providing written notice thereof to CITY in the manner provided in this Agreement. LANDOWNER shall remain obligated to perform all terms and conditions of this Agreement, unless such purchaser, assignee or transferee, to the satisfaction of and in a form acceptable to the City Attorney, executes and delivers to CITY an express agreement to assume all of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred. The execution of such an assumption agreement shall relieve LANDOWNER of the obligations expressly assumed only if: (a) LANDOWNER is not in default under this Agreement at the time of the assignment or transfer; and (b) LANDOWNER has provided CITY with notice of said assignment or transfer in the manner provided hereunder. Any such assumption agreement with respect to LANDOWNER's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the Assignment and Assumption Agreement attached hereto as Exhibit "D" and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNER and approved by the City Attorney prior to the effective date of the assignment.

Any purchaser, assignee, or transferee shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of LANDOWNER under this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred.

3. At the request of the City, ASSIGNEE agrees to enter into a separate development agreement with respect to the Assigned Parcel(s).

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

5. ASSIGNEE agrees that it has read, and has sought and received all required legal and other expert consultation with regard to the Development Agreement, and fully understands all of its terms and conditions. ASSIGNEE further agrees that: (i) LANDOWNER has furnished ASSIGNEE with a copy of the North Natomas Community Plan, the Comprehensive Drainage Plan, the North Natomas Finance Plan, the RD-1000 Agreement (where applicable), the Habitat Conservation Plan, and all other documents and materials containing or relating to terms and conditions of development in the NNCP area; (ii) ASSIGNEE has read and understands all of the terms and conditions of said documents and materials; and (iii) with such knowledge and understanding, which includes the nature and extent of the fees, taxes, assessments and other financial mechanisms and obligations inherent in such documents and materials, nevertheless has voluntarily, freely and knowingly assumed and agreed to perform all of obligations and requirements, and be bound by all of the provisions of such documents and materials.

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

By: _____
"ASSIGNEE"

ORDINANCE No 97-040

Development Agreement

JUN 24 1997

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EXHIBIT E

NORTH NATOMAS LAND ACQUISITION PROGRAM (NNLAP)

SEE ATTACHED

**NOTE: CHANGES ARE CONTEMPLATED IN THE NNLAP;
NOTHING IN THIS AGREEMENT SHOULD BE CONSTRUED
TO VEST ANY RIGHT IN LANDOWNER TO THE PROVISIONS
OF THE NNLAP AS THEY EXIST ON THE EFFECTIVE DATE; CITY HAS
RESERVED THE RIGHT TO AMEND THE NNLAP AND SAID PLAN,
AS AMENDED, SHALL APPLY TO THE PROPERTY**

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V. LAND ACQUISITION PROGRAM

THIS CHAPTER REPLACES CHAPTER V IN THE 1994 NORTH NATOMAS FINANCING PLAN

INTRODUCTION

Development of the North Natomas area will require a significant amount of land for public uses including: open space, drainage system, roadways, interchanges, transit, parks, civic facilities, schools and buffers to other uses. Much of this land is provided through normal land dedication in the land development process. However, the quantity of land in North Natomas for public use is unusual due to the large area being planned for development and the amount of land required for mitigation of various development impacts.

The purpose of the Land Acquisition Program discussed in this section is twofold: 1) to insure that public use lands are available to the City to construct infrastructure and facilities on a timely basis as established by the City and 2) to maintain equity among landowners for land provided above and beyond standard dedications. The discussion that follows recognizes the difference between each purpose and describes how each purpose is satisfied by the North Natomas Land Acquisition Program (NNLAP).

The City requires that land for all critical facilities be dedicated or acquired as early in the process as possible to avoid land assembly problems at the time of construction and increased costs due to condemnation proceedings. The types of land included are described in a subsequent section.

Property owners are concerned that they might be required to provide more than their fair share of land for public use. If they are required to provide extra land, they should receive reasonable payment for the value of land provided in excess of their fair share. The fair-share is defined as the average amount of public land required per acre of developable land for the entire North Natomas area. Property owners providing land in excess of this average would be exceeding their fair share. Those property owners without any developable land may receive special consideration in return for dedication.

To insure that all participating landowners are treated equitably in the amount of land that is provided for public use, the City will acquire land above the average amount of public land using revenue from the Land Acquisition Fee included in the NNLAP. A landowner providing more land than the average allocation of public land would be reimbursed from fee revenue when available. Landowners providing less than the average amount of land will pay a net fee at building permit. The net fee per unit or acre for each development project will be based on the amount of acreage provided below the average.

The per unit or per acre fee will be self adjusting over time based on the increase in the average values of acquired land. In addition, the fee will contain an administration factor

of approximately 2.5% (or actual cost when known) to pay for the City's time and expense in acquiring the land and monitoring the program plus a 5% contingency for the cost of acquiring land through condemnation proceedings and to assure the program is covering the acquisition costs.

PARTICIPANTS VERSUS NON-PARTICIPANTS

Property owners will participate in the program through the development agreement, tentative map and master parcelization map process. Participation would be a condition of every development agreement or as a condition on a tentative map, if a development agreement is not utilized. Property owners not developing their property would not be required to participate.

Those electing not to participate in the>NNLAP would have land acquired by standard City procedures. Land would be acquired from non-participants through condemnation proceedings or purchase agreements whereby the non-participant would receive payment for the acquired land. To the extent that this value is above the estimated land value per acre, the Land Acquisition Fee contains a contingency to cover this potential expense. If sufficient fee revenues are not available, the property owner whose development triggers the acquisition would advance the funds and be reimbursed from future fee revenues.

Special consideration is necessary for property owners submitting development applications who previously had property included in the>NNLAP acquired through condemnation or purchase agreements. The difference between the purchase price and the Public Land Acquisition Value (defined in the Land Acquisition Fee section) established for the current year would be determined. If the property owner was to receive a reimbursement from the Land Acquisition Program, the reimbursement would be reduced by the excess amount. If the property owner owed a Land Acquisition Fee, the fee would be increased by the excess amount. In addition, all City costs required to handle the initial purchase would be charged to the property owner. Issues regarding land acquisition and participation in the Land Acquisition Program would be resolved as part of the development approval process.

PUBLIC LAND ACQUIRED THROUGH THE>NNLAP

Lands included in the>NNLAP are considered to be of general benefit to all developable land uses within North Natomas. As such, the cost of acquiring these lands is allocated to all private developable land uses. Figure 22 shows the land uses, acres, and values for each of the land uses discussed below. The types of land acquired by the program are described as either Public Land or Regional Park Land as defined below. As such, the Land Acquisition Fee consists of both the Public Land Acquisition Fee and the Regional Park Land Acquisition Fee. The City will maintain a map showing all land subject to the>NNLAP.

This program excludes "normal" dedications such as neighborhood/community parks dedicated under the City's Quimby Act Ordinance or schools, local road right-of-way and landscaping easements dedicated under the Subdivision Map Act. These dedications are handled through standard City processing of development applications.

The>NNLAP also excludes public land of benefit to specific projects or areas such as the detention basins, pump stations and trunk lines within a sub basin. This land will be purchased from the drainage fees or other mechanisms applicable to each sub basin.

PUBLIC LAND ACQUIRED THROUGH THE>NNLAP

"Public land" means the property acquired through this program for public purposes for the North Natomas Finance Plan Area, excluding the Regional Park Land, under the North Natomas Land Acquisition Program. All Public Land is required as a condition of allowing development to proceed in the area in order to facilitate the installation of infrastructure and other public facilities required to meet the needs and address the impacts caused by such development. All Public Land is to be dedicated, transferred to or acquired by the City without cost to the City.

Open Space and Buffers

Open space and land buffers are required throughout the area along the I-5 and I-80 freeways, as habitat buffers along Fisherman's Lake, as a buffer to agricultural land along the south side of Elkhorn Boulevard and open space along the western City limits. The nature of these buffers and open space are considered beyond "normal" dedications of development setbacks.

Drainage Canal Right-of-Way

Development of new drainage canals may require major acquisitions of land. This land acquisition will serve the entire North Natomas area and is therefore included in this program. No acreage for existing drainage canals owned by RD 1000 is included.

Street Oversizing Right-of-Way

The portion of streets oversized for regional traffic is included in the>NNLAP as a community-wide expense. To the extent that water and sewer trunk lines cannot be located under roadways, additional right-of-way for utility easements will be required. No estimate has been made for this acreage although it is anticipated to be insignificant.

The standard street dedication is 25 feet from the back of curb. Excess dedication is counted from the 25 foot point to the center of the road. If a property owner is required to provide the land for the roadway beyond the centerline, that land would be considered excess dedication and would be subject to acquisition through the>NNLAP such as the half section of Truxel north of Del Paso alongside the drainage canal.

Light Rail Right-of-Way

Approximately 20.4 acres of right-of-way are required for the light rail alignment that is not included as part of the road right-of-way. An additional 20.6 acres is required for LRT stations and park and ride lots under the civic transit land use designation.

Civic Lands

Civic lands include two fire stations, a library, a police substation, four community centers, and other cultural and entertainment uses. Civic lands also include civic utilities such as pump station sites, but do not include private utilities such as SMUD, PG&E, or Sacramento Cable which will be purchased by the private user via a negotiated purchase price.

REGIONAL PARK

North Natomas includes approximately 181 acres of dedicated regional park and conjunctive civic uses. Approximately 10 acres of the 200 acre park is defined as joint use with the high school and will be acquired by the School District through the school fee and 7.1 acres of detention basin will be acquired with proceeds from the drainage fees. Acquisition costs of the regional park land will be spread to all of the developable property in North Natomas. The share of the land acquisition fee necessary to acquire the regional park will not be subject to the reimbursement calculation described below, but will be collected in full from every project.

A.D. 88-03 LAND

Most property owners in Quadrant 1 are included in Assessment District 88-03 (A.D. 88-03) which primarily funded roadway improvements plus some freeway, landscaping and drainage improvements. In addition, right-of-way and road overwidth right-of-way was acquired by the District for construction of roadway and freeway improvements. Although these lands have already been acquired, the>NNLAP will include this acreage to treat A.D. 88-03 lands the same as other Public Lands. Reimbursement to the A.D. 88-03 participants for this land will be valued at the current Public Land Acquisition Value when an eligible property owner's tentative map is processed. The following summarizes the acreage acquired under A.D. 88-03 which is included in the>NNLAP.

Oversized street width right-of-way	39.05 acres
Light Rail right-of-way	3.71 acres
Freeway off-ramp right-of-way	0.83 acres
Total	43.59 acres

The City is currently in the process of verifying this acreage and developing a list and map of the lands acquired by A.D. 88-03. The fees would then be adjusted accordingly.

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PRIVATE DEVELOPABLE LANDS SUBJECT TO THE>NNLAP

The North Natomas Land Acquisition Program is based on the participation of private developable lands towards the acquisition of the necessary public lands identified in the North Natomas Community Plan. For the>NNLAP, private developable lands consist of residential, employment center, commercial, light industrial and sports complex land use categories defined in the Community Plan and identified as land use cells on the Composite Plan Map.

For purposes of the calculating the "fair share" acreage contribution and the calculation of fees and reimbursements for a project, acreage for these private developable land use designations subject to the program are defined as the Gross Acres. Gross Acres refer to the area of the private developable land use designation excluding major roads and other public/civic and open space land uses. Gross Acres include the minor roads interior to a subdivision. For purposes of calculating the Gross Land Acquisition Fee and Estimate of Land Value, Total Gross Acres refer to the summation of all of the Gross Acres in the Finance Plan Area.

ESTABLISHMENT OF THE PUBLIC LAND ACQUISITION VALUE

Each year, the Public Land Acquisition Value will establish the value of Public Land to be acquired through the North Natomas Land Acquisition Program. It will be established through the following steps.

Step 1 - Estimate of Land Value

At the beginning of each year an appraiser will provide the City of Sacramento an "estimate of land value" (not a complete narrative appraisal) as of November 1 of the preceding year for each North Natomas Community Plan land use designation. The "estimate of land value" will assume that the land is readily developable with an approved tentative map. The value of land to be acquired would be based on the value per Gross Acre and defined as the fee simple value less estimated Mello-Roos bond debt, assessments fees, and development costs associated with land development. The land value established by the City for a calendar year would be based on an adjusted three-year average of the "estimate of land value."

The initial "estimate of land value" would be based upon an appraiser's estimate of value for each land use designation for the North Natomas Community Plan in 1995 excluding the value of improvements assuming North Natomas property is ready for development and all entitlement restrictions have been removed. The value established would be based on each individual parcel likely to develop in the next several years, not a discounted cash flow of all developable property in North Natomas.

Step 2 - Public Land Acquisition Value - Three-Year Weighted Average

Based on the estimate of land value for each land use designation and the amount of acreage in each developable land use designation, a weighted average of estimated land value for the current year would be calculated. This value would be averaged with the two prior year's average of estimated land values to arrive at the three-year weighted average land value. This amount shall be named the Public Land Acquisition Value (PLAV).

Figure 22A shows the assumptions from the 1995 Estimate of Value from the 1995 North Natomas Valuation Study prepared by Clark-Wolcott Company. Figure 22B shows the calculation of the Public Land Acquisition Value for 1995.

Step 3 - Adjusted PLAV to Establish Fee

The PLAV would be adjusted for contingencies and administration to establish the land value of acquisitions for a calendar year for purposes of calculating the fee. Adjustment factors are:

- 5% contingency for land acquired through condemnation and other contingencies,
- 2.5% allowance for administration and the cost of the annual land value estimate update.

CALCULATION OF GROSS PUBLIC LAND ACQUISITION FEE

The Gross Public Land Acquisition Fee is a function of the Public Lands included in the NNLAP, the value assigned to each type of land, and the amount of developable land uses. The types of land included in the Public Land Acquisition Program were discussed above.

The Gross Public Land Acquisition Fee charged to development projects would be based on the adjusted Public Land Acquisition Value established for the calendar year multiplied by all of the public land subject to acquisition by the NNLAP (excluding the regional park) divided by the Total Gross Acres within the North Natomas Finance Plan Area. The fee would be adjusted annually using the updated Public Land Acquisition Value. The acres of land acquired by the NNLAP and Total Gross Acres used to calculate the fee would not change from year to year unless new public land became subject to acquisition and/or the Community Plan was amended with a change to the amount of Total Gross Acres or Public Land. To the Gross Public Land Acquisition fee, add the Regional Park fee to calculate the Total Land Acquisition Fee applicable to a project.

Figure 23 shows the calculations used to arrive at the estimated Gross Land Acquisition Fee based on an initial weighted average land value of \$72,900 per gross acre. The cost of Public Lands was divided by the Total Gross Acres in the Finance Plan Area. This resulted in a Public Land Fee of approximately \$9,291 per Gross Acre. The maximum Regional Park Fee was estimated at \$2,722 per Gross Acre based on the 1995 Estimate of Value until the acquisition agreement(s) covering entire regional park are approved by the City. As a result, the total initial Land Acquisition Fee per Gross Acre is \$12,013.

Below shows an example of how the fee will be updated by the three-year weighted average estimate of land value.

Example of 3 Year Weighted Average PLAV Adjusted for Admin & Contingency

$$[\$72,900 + \$75,000 + \$80,000] / 3 \times 1.075 = \$81,664$$

(7.5% for admin. & contingencies)

Gross Public Land Acquisition Fee Excluding Regional Park

$$\begin{array}{lll} \text{Gross Fee} = \$81,664 \times 574.7 \text{ acres} & / & 4,847.1 \text{ Total Gross Acres} = \$9,683 \text{ per gross acre.} \\ \text{Per Acre} & (\text{acquired}) & (\text{developable}) \end{array}$$

Total Land Acquisition Fee Including Regional Park

$$\text{Total Fee Per Gross Acre} = \$9,683 \text{ Public Land Fee} + \$3,049 \text{ Reg. Park Fee} = \$12,732$$

Regional Park Fee based on the 3 Year Weighted Average PLAV until the acquisition agreement(s) covering entire regional park are approved by the City.

CALCULATION OF NET PUBLIC LAND ACQUISITION FEE OR REIMBURSEMENT FOR A PROJECT

To insure that all participating landowners are treated equitably in the amount of land that is provided by them for public use, the NNLAP will acquire land above the average amount of Public Land using revenue from the Land Acquisition Fee. The types of land included were previously discussed. A landowner providing more land than the average allocation of Public Land would be reimbursed from fee revenue when available. Landowners providing less than the average amount of Public Land will pay a net fee at building permit. At the time a Tentative Master Parcel Map or Tentative Subdivision Map is approved, the procedures for calculation of the net fee or reimbursement are as follows:

1. Determine the Gross Public Land Acquisition Fees applicable to the proposed development project by multiplying the Gross Acreage by the Gross Public Land Acquisition Fee.
2. Determine if the land owner's property, or portion thereof, is entitled to an A.D. 88-03 reimbursement from the schedule of reimbursements shown in Figure 24 by APN. This value will be credited against the Gross Fee.

Since the A.D. participants as a whole, not an individual property owner, funded the Public Land, each parcel in A.D. 88-03 will be reimbursed for this cost. No credit will be given to the landowner who provided the right-of-way since the participants of the A.D. acquired it.

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3. Determine amount of Public Land being acquired from the land owner, excluding lands previously acquired by A.D. 88-03. The value of the NNLAP acquisitions is then obtained by multiplying the total acquired acreage by the current Public Land Acquisition Value. This value will be credited against the Gross Fee.
4. Calculate the Net Fee or reimbursement for the project. The Net Fee or reimbursement is based on the difference between the Gross Public Land Acquisition Fee of the project as calculated in Step 1 and the A.D. 88-03 reimbursement from Step 2 plus the total value of the Public Land acquisitions from Step 3.
5. If a Net Fee results, this net amount would be allocated to the net acreage and paid at the issuance of a building permit. This Net Fee amount would be proportionately assigned to each private developable parcel based on its percentage share of the net acreage of all private developable parcels. Residential land may have the net fee apportioned to the residential units on a per unit basis. The Net Fee is assigned to parcels on the tentative map even though changes in net acreage may occur in the process of implementing final maps. The City may allow a property owner to transfer the net fee between parcels on the same map. The net fee per parcel or unit will be adjusted annually by the increase in the Public Land Acquisition Value until the fee is paid at building permit.
6. If a reimbursement results (the acquired land has a higher cost than the applicable gross fees based on the established Public Land Acquisition Value), then the original property owner would be reimbursed the difference in value although the property owner may transfer the reimbursement to a subsequent owner. Acceptance of the transfer will be at the discretion of the City and is not intended to apply to the end user of single family lots. The property owner is not eligible to receive a reimbursement until all dedications on the map have occurred. The reimbursement will be adjusted annually for changes in the Public Land Acquisition Value. The City will determine when a reimbursement can be paid based on the availability of fee funds and future land acquisition needs. Reimbursements would be on a first-come, first-served basis.
7. Add the Regional Park fee component to the Net Fee. The regional park component will always be paid in full regardless of balance of Public Land dedications and fees.

The example below shows how the Net Land Acquisition Fee would be calculated.

Assumptions: 10 Gross Acres (7.5 net) in the project
4 gross acres (3 net acre) of retail
and 6 gross acres (4.5 net acres) of low density residential (7 du/ net acre)
with 1.0 acre of Public Land acquisitions

1995 land value equal \$72,900

Gross Public Land Acquisition Fee equals \$9,291 per gross acre

Regional Park Acquisition Fee equals \$1,120 per gross acre

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A.D. 88-03>NNLAP Reimbursement equals \$5,000

Gross Public Land Acquisition Fee Revenue	\$92,910	(10 acres x \$9,291)
Less A.D. 88-03>NNLAP Reimbursement	\$5,000	
Less Total Value of All Acquired Public Lands	\$72,900	(1.0 acre x \$72,900)
Net Fee Amount Excluding Regional Park Fee	\$15,010	
Regional Park Fee	\$27,220	(10 acres x \$2,722)
Total Land Acquisition Fee Revenue	\$42,230	
Net Fee per Net Developable Acre	\$5,631	(\$42,230 / 7.5 net acres)
Net Fee per Residential Unit	\$804	(\$5,631 / 7 du/acre)

For non-residential parcels, the fee would be assigned based on the percentage share of the parcels net acreage to the total net acreage of project. For residential parcels, the fee would be assigned to each unit based on the percentage share for each unit to the total number of units in the residential area.

The example below shows how the Reimbursement would be calculated.

Assumptions: 10 Gross Acres (7.5 net) in the project
4 gross acres (3 net acre) of retail
and 6 gross acres (4.5 net acres) of low density residential (7 du/ net acre)
with 2.0 acres of Public Land acquisitions

1995 land value equal \$72,900
Gross Public Land Acquisition Fee equals \$9,291 per gross acre and
Regional Park Acquisition Fee equals \$1,120 per gross acre.

Gross Public Land Acquisition Fee Revenue	\$92,910	(10 acres x \$9,291)
Less Total Value of All Acquired Public Lands	\$145,800	(2.0 acres x \$72,900)
Reimbursement Amount	(\$52,890)	
Regional Park Fee	\$27,220	(10 acres x \$2,722)
Regional Park Fee per Net Developable Acre	\$3,629	(\$27,220 / 7.5 net acres)
Regional Park Fee per Residential Unit	\$518	(\$3,629 / 7 du/acre)

The reimbursement would be paid on a first come first served basis from revenues available in the>NNLAP fund. The Regional Park Fee is paid regardless of the Net Fee or Reimbursement resulting from the acquisition of Public Lands.

DEFERRED PAYMENT FOR INITIAL PARTICIPANTS

Determining the estimate of land value in the earlier years of the program is difficult because there is little or no relevant sales information within the North Natomas Area. Using the initial "estimate of the land value" could unfairly penalize early participants if the land value estimates are overestimated. This is particularly true for the share of the land acquisition fee calculated for the regional park. Acquisition of the regional park will involve negotiations between the City and the property owners. The cost funded through the>NNLAP will be the actual cost to the City of acquiring the regional park land.

As a result of the uncertainty of the initial "estimate of land value" and the resulting fee, the>NNLAP will include a deferred payment plan. At the end of the deferred payment plan, the actual costs of land acquisition and therefore any resulting fees or reimbursements will be known with much more certainty than the initial estimates.

The deferred payment program includes the following features:

Fee Payment for All>NNLAP Lands Except Regional Park

Residential Land Uses

1. Participate in residential fee deferral program in which entire fee obligation is collected at close of escrow.

Non-Residential Land Uses

1. Initial payment equals 50% of Gross Fee paid at building permit
2. Remaining 50% paid in three annual installments secured by enforceable lien.
3. Total obligation will be determined at the end of the fourth year based on the three-year weighted average fee established in the fourth year. The Net fee or reimbursement will be adjusted accordingly.
4. The 1995 Estimate of Value prepared by Clark Wolcott will not be included in the three year average. If there have not been adequate sales within North Natomas to fairly establish the estimate of land value within the three year period, the payment period may be extended to five years by resolution of the City Council.
5. Credits against the Gross Fee will be applied to first installments.
6. A landowner electing to defer payments as set forth above shall enter into a payment agreement in a form acceptable to the City Attorney.

Regional Park Fee

1. The maximum Regional Park Fee assigned to any initial participant will not exceed the amount that the fee would be if the current Public Land Acquisition Value (PLAV) was used as the price to acquire the regional park land in establishing the regional park fee.

Example of Maximum Regional Park Fee for Initial Participants

Regional Park Acquisition	181 Acres
Current PLAV	\$72,900 Per Acre
Maximum Acquisition Value	\$13,194,900
Total Gross Acres	4,847
Maximum Fee Per Gross Acre	\$2,722

2. The actual Regional Park Fee will be recalculated once the acquisition agreement(s) covering entire regional park are approved by the City. The land acquisition cost will include the price of the land and any City acquisition expenses. The remainder of the Regional Park Fee will be due at this time.
3. Landowners may defer payment of the Regional Park Fee by entering into a payment agreement in a form acceptable to the City Attorney, which agreement shall contain, among other things, the amounts of the initial installment payments negotiated between the parties, provided, however, that the amount of the initial payment shall not be less than 25% of the maximum fee. The obligation to pay the fee on a deferred basis shall be secured in a manner acceptable to the City. Security for such payment provided by a suitable letter of credit will be acceptable to the City.
4. Once the acquisition agreement(s) are approved by the City, the installment payment program will cease. The regional park fee may be deferred through other programs approved by the City.

Reimbursement

1. If initial and installment payments are in excess of the total fee obligation, the non-residential property owner or residential builder will be reimbursed the difference within 90 days.

Figure 22A
North Natomas Financing Plan
Land Acquisition Program
Estimated Land Acquisition Cost - Updated October 9, 1995

Land Acquisition Category	Acreage	Acquisition Cost / Acre	Total Acquisition Cost
		(1)	
Public Lands		\$72,900	
Open Space/Buffer	225.1	\$72,900	\$16,409,790
Canal Right-of-Way (2)	128.7	\$72,900	\$9,382,230
RT Right-of-Way (3)	41.0	\$72,900	\$2,988,900
Overcrossings & Street Oversizing Right-of-Way	110.3	\$72,900	\$8,037,225
Civic Lands (4)	39.6	\$72,900	\$2,886,840
Detention Basins (5)	0.0	\$72,900	\$0
Interchanges (6)	30.0	\$72,900	\$2,187,000
Subtotal Public Lands	574.7		\$41,891,985
Regional Park (7)	181.0	To Be Determined	
200-Acre Conjunctive Use Site			
TOTAL (EXCLUDING REGIONAL PARK)	574.7		\$41,891,985
TOTAL GROSS DEVELOPABLE ACRES	4,847.1		
Average % of Acres Acquired per Gross Acre (Excluding Regional Park)	12%		

land_value

- (1) Reflects uniform cost basis for all acquisitions regardless of the use of the site. The estimated per acre cost reflects an agreed to amount across all land uses which does not necessarily reflect each individual parcel's fair market value.
- (2) Includes acreage for new drainage canals, pump stations and the swale on-site and off-site.
Acreage provided by Borcaili & Associates in a memo. from the City dated November 19, 1993.
- (3) LRT right-of-way includes rail line right-of-way plus transit stations and park and rides.
- (4) Civic uses include fire stations, 3 community centers, library, public utilities and other cultural and entertainment uses. The acreage excludes ten acres for the community center and police substation included in the regional park site.
- (5) All of the detention basins are included in the sub basin drainage cost and will be paid with revenues from the storm drainage fee.
- (6) Cost based on estimate provided by Dokken Engineering. Ultimately, all land within the Project Area will be acquired at the Public Land Acquisition Value. Land outside of the Project will be acquired at fair market value.
- (7) The regional park site contains approximately 200 acres with conjunctive uses. The total land dedication acreage includes the regional park, a community center, and a police substation. The 200-acre site also includes 10.0 acres of conjunctive use with the high school, but this acreage will be owned by and dedicated to the School District. Also, 7.1 acres of a detention basin are included within the regional park site, but will be acquired from funds collected from the storm drainage fee.
The acquisition cost per acre will be determined by formal appraisal or actual acquisition price.

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**Figure 22B
Valuation Assumptions**

Land Use	Measure	Value Per Unit or Square Foot	Units or Square Feet Per Acre	Base Value Per Gross Acre	Adjusted Value Per Gross Acre	Gross to Net Acreage Factor
				Note 1	Note 2	
LDR	units	\$20,900	7	\$146,300	\$146,300	0.82
MDR	units	\$11,167	12	\$134,000	\$134,000	0.85
HD	units	\$5,800	22	\$127,600	\$127,600	0.87
EC 30	land sq. ft.	\$3.77	43,560	\$164,221	\$153,157	0.88
EC 40	land sq. ft.	\$5.02	43,560	\$218,671	\$196,717	0.88
EC 45	land sq. ft.	\$4.87	43,560	\$212,137	\$191,490	0.88
EC50	land sq. ft.	\$5.34	43,560	\$232,610	\$207,868	0.88
EC 65	land sq. ft.	\$5.81	43,560	\$253,084	\$224,247	0.88
EC 80	land sq. ft.	\$7.22	43,560	\$314,503	\$273,382	0.88
LI	land sq. ft.	\$2.50	43,560	\$108,900	\$108,900	0.85
CC	land sq. ft.	\$7.00	43,560	\$304,920	\$304,920	0.88
Com C	land sq. ft.	\$5.50	43,560	\$239,580	\$239,580	0.88
TC	land sq. ft.	\$5.50	43,560	\$239,580	\$239,580	0.88
VC	land sq. ft.	\$5.50	43,560	\$239,580	\$239,580	0.88
<HC	land sq. ft.	\$7.00	43,560	\$304,920	\$304,920	0.85
>HC	land sq. ft.	\$7.00	43,560	\$304,920	\$304,920	0.85

Notes: 1) Gross Acres means the acreage of a tentative or final map excluding all major roads, drainage canals, parks, schools or other public lands, but including the minor roads within a Community Plan land use parcel.

2) EC land uses are adjusted for the following mix of office and industrial use as permitted in the Community Plan

EC Factor	80% Office/Commercial
	20% Industrial

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Figure 22C
Valuation Summary Chart

Quadrant	Land Use	Fee Value Per Gross Acre	Special North Natomas Fees & Bonds Per Acre	Net Value Per Gross Acre	Total Net Acres	Gross to Net Acreage Factor	Total Gross Acres	Total Value
1	Low Density Res.	\$146,300	\$81,171	\$65,129	117.80	0.82	143.66	\$9,356,337
1	Medium Density Res.	\$134,000	\$104,196	\$29,804	154.50	0.85	181.76	\$5,417,315
1	High Density Res.	\$127,600	\$122,198	\$5,402	62.50	0.87	71.84	\$388,075
1	Emp. Center - 30	\$153,157	\$93,839	\$59,318	64.20	0.88	72.95	\$4,327,503
1	Emp. Center - 40	\$196,717	\$109,904	\$86,813	227.10	0.88	258.07	\$22,403,621
1	Emp. Center - 45	\$191,490	\$98,184	\$93,306	25.10	0.88	28.52	\$2,661,330
1	Emp. Center - 50	\$207,868	\$114,134	\$93,734	143.70	0.88	163.30	\$15,306,336
1	Emp. Center - 65	\$224,247	\$128,903	\$95,344	44.40	0.88	50.45	\$4,810,548
1	Emp. Center - 80	\$273,382	\$135,849	\$137,733	25.00	0.88	28.41	\$3,912,881
1	Light Industrial	\$108,900	\$74,681	\$34,219	108.30	0.85	127.41	\$4,359,903
1	Convenience Comm.	\$304,920	\$231,302	\$73,618	8.60	0.88	9.77	\$719,449
1	Community Comm.	\$239,580	\$164,431	\$75,149	0.00	0.88	0.00	\$0
1	Village Comm.	\$239,580	\$201,089	\$38,491	12.70	0.88	14.43	\$555,495
1	Transit Comm.	\$239,580	\$207,508	\$32,072	0.00	0.88	0.00	\$0
1	Hwy Comm. <10	\$304,920	\$174,748	\$130,172	8.40	0.85	9.88	\$1,286,406
1	Hwy Comm. >10	\$304,920	\$156,508	\$148,412	17.20	0.85	20.24	\$3,003,160
2	Low Density Res.	\$146,300	\$63,542	\$82,758	929.00	0.82	1,132.93	\$93,758,759
2	Medium Density Res.	\$134,000	\$86,087	\$47,913	323.30	0.85	380.35	\$18,223,850
2	High Density Res.	\$127,600	\$104,569	\$23,031	228.80	0.87	262.99	\$8,056,888
2	Emp. Center - 30	\$153,157	\$76,210	\$76,947	11.40	0.88	12.95	\$996,811
2	Emp. Center - 40	\$196,717	\$92,275	\$104,442	58.10	0.88	63.75	\$6,658,165
2	Emp. Center - 45	\$191,490	\$80,555	\$110,935	0.00	0.88	0.00	\$0
2	Emp. Center - 50	\$207,868	\$96,505	\$111,363	35.40	0.88	40.23	\$4,479,830
2	Emp. Center - 65	\$224,247	\$112,274	\$111,973	35.20	0.88	40.00	\$4,478,928
2	Emp. Center 80	\$273,382	\$118,020	\$155,362	8.40	0.88	9.55	\$1,483,005
2	Light Industrial	\$108,900	\$57,052	\$51,848	0.00	0.85	0.00	\$0
2	Convenience Comm.	\$304,920	\$213,673	\$91,247	13.60	0.88	15.45	\$1,410,181
2	Community Comm.	\$239,580	\$146,802	\$92,778	37.60	0.88	42.73	\$3,964,151
2	Village Comm.	\$239,580	\$183,460	\$56,120	20.20	0.88	22.95	\$1,288,209
2	Transit Comm.	\$239,580	\$189,879	\$49,701	31.10	0.88	35.34	\$1,756,479
2	Hwy Comm. <10	\$304,920	\$256,119	\$48,801	0.00	0.85	0.00	\$0
2	Hwy Comm. >10	\$304,920	\$123,879	\$181,041	0.00	0.85	0.00	\$0
3,4	Low Density Res.	\$146,300	\$60,112	\$86,188	388.30	0.82	473.54	\$40,813,171
3,4	Medium Density Res.	\$134,000	\$82,155	\$51,845	276.40	0.85	325.18	\$16,858,774
3,4	High Density Res.	\$127,600	\$100,741	\$26,859	123.50	0.87	141.95	\$3,812,743
3,4	Emp. Center - 30	\$153,157	\$71,470	\$81,687	0.00	0.88	0.00	\$0
3,4	Emp. Center - 40	\$196,717	\$50,535	\$146,182	113.00	0.88	128.41	\$18,771,072
3,4	Emp. Center - 45	\$191,490	\$75,815	\$115,675	0.00	0.88	0.00	\$0
3,4	Emp. Center - 50	\$207,868	\$91,765	\$116,103	179.40	0.88	203.86	\$23,669,180
3,4	Emp. Center - 65	\$224,247	\$106,534	\$117,713	18.40	0.88	20.91	\$2,461,278
3,4	Emp. Center - 80	\$273,382	\$113,280	\$160,102	0.00	0.88	0.00	\$0
3,4	Light Industrial	\$108,900	\$58,006	\$50,894	43.60	0.85	51.29	\$2,610,563
3,4	Convenience Comm.	\$304,920	\$208,816	\$96,304	4.50	0.88	5.11	\$492,464
3,4	Community Comm.	\$239,580	\$141,745	\$97,835	23.50	0.88	26.70	\$2,612,639
3,4	Village Comm.	\$239,580	\$178,403	\$61,177	16.20	0.88	18.41	\$1,126,213
3,4	Transit Comm.	\$239,580	\$184,822	\$54,758	0.00	0.88	0.00	\$0
3,4	Hwy Comm. <10	\$304,920	\$250,748	\$54,174	0.00	0.85	0.00	\$0
3,4	Hwy Comm. >10	\$304,920	\$133,508	\$171,414	12.90	0.85	15.18	\$2,601,460
1	Sports Complex	not included in averaging			196.60	1.00	196.60	
Subtotal					4,145.90		4,847.07	
TOTAL (EXCLUDING SPORTS COMPLEX)					3,949.30		4,650.47	\$338,893,000
PUBLIC LAND ACQUISITION VALUE								\$72,900

Figure 22D
North Natomas Financing Plan
Estimated Gross Land Acquisition Fee - Updated October 9, 1995

Land Acquisition	Estimated Acq. Cost	Plus Admin. 2.5%	Plus Land Value Cont'g 5.0%	Total Cost Basis for Fee	Gross Land Acquisition Fee (1)			
					Non-Res.	per gross acre	LD	MD per unit
Public Land Acquisition	\$41,891,985	\$1,047,300	\$2,094,599	\$45,033,884	\$9,291	\$9,291	\$1,663	\$874
Regional Park Acquisition	To Be Determined	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Totals	\$41,891,985	\$1,047,300	\$2,094,599	\$45,033,884	\$9,291	\$9,291	\$1,663	\$874

land_value

(1) All developable land uses will be subject to this land acquisition fee. Fee for residential is estimated at average per unit, but will be paid per acre.

Assumptions:	Gross	Net
Total Developable Acres		
Single Family Acres (Low Density)	1,750.1	1,435.1
Single Family Acres (Medium Density)	887.3	754.2
Multi-Family Acres (High Density)	476.8	414.8
Total Residential	3,114.2	2,604.1
Non-Residential (commercial, office, & lt. Industrial)	1,732.9	1,541.8
Total Developable Acres	4,847.1	4,145.9
Total Developable Units		
Single Family Units (Low Density)	9,775	9,775
Single Family Units (Medium Density)	9,436	9,436
Multi-Family Units (High Density)	11,307	11,307
Total Residential	30,518	30,518
Average LD Units / Acre	5.59	6.81
Average MD Units / Acre	10.63	12.51
Average HD Units / Acre	23.71	27.26

Prepared by Economic and Planning Systems, Inc.

LANDED1.XLS 12/19/95

ORDINANCE No. 97-1040

JUN 24 1997

North Natomas Financing Plan Distribution of A.D. 88-03 NNLAP Reimbursements

ORDINANCE No. 97-040 16

LANDAO.XC.WC 107503

Figure 23

North Matanzas Financing Plan

Distribution of A.D. 88-03 NMLAP Reimbursements

Assessment Number	Original Revised	Original AD			Reassessments			Current TOTAL CREDIT	Current 10/95 APN	Assessment Number
		Quad 1	Other Quads	Total	AD Remaining Principal \$	Credits				
31	00/0031	225 - 0150 - 027	\$0	\$28,274				\$28,274	225 - 0150 - 027	00/0031
32	00/0032	225 - 0150 - 028	\$0	\$43,751				\$43,751	225 - 0150 - 028	00/0032
33	00/0033	225 - 0150 - 029	\$0	\$12,602	see 18			\$23,583	225 - 0150 - 030	00/0034
34	00/0034	225 - 0150 - 030	\$0	\$23,583	see 18			\$23,583	225 - 0150 - 030	00/0034
35	00/0035	225 - 0150 - 031	\$0	\$8,754	see 18			\$8,279	225 - 0150 - 032	00/0036
36	00/0036	225 - 0150 - 032	\$0	\$8,279	see 18			\$8,279	225 - 0150 - 032	00/0036
37	00/0037	225 - 0150 - 033	\$0	\$3,242	see 18					
38	00/0038	225 - 0150 - 034	\$0	\$98,136	3,186,214.22					
39	00/0039	NOT USED	\$0	\$0	3,038,960.71					
40	00/0040	225 - 0160 - 048	\$0	\$202,736	149,253.51					
41	00/0041	225 - 0160 - 049	\$0	\$0	3,595,800.88					
42	00/0042	225 - 0160 - 050	\$0	\$118,347	1,855,734.07					
43	00/0043	225 - 0170 - 033	\$0	\$76,801	1,740,066.81					
44	00/0044	225 - 0180 - 024	\$0	\$68,587	1,715,301.50					
45	00/0045	225 - 0190 - 028	\$0	\$41,524	730,945.56					
46	00/0046	225 - 0310 - 013	\$0	\$20,341	984,395.94					
47	00/0047	225 - 0310 - 014	\$0	\$52,181	2,796,280.02					
48	00/0048	225 - 0070 - 055	\$0	\$65,864	984,272.51					
49	00/0049	225 - 0070 - 057	\$0	\$27,323	1,812,007.51					
50	00/0050	225 - 0070 - 073	\$0	\$88,215	756,427.28					
51	00/0051	225 - 0070 - 064	\$0	\$78,790	992,192.76					
52	00/0052	225 - 0070 - 060	\$0	\$179,823						
53	00/0053	225 - 0070 - 059	\$0	\$267,519						
54	00/0054	225 - 0070 - 063	\$0	\$88,236						
55	00/0055	225 - 0070 - 067	\$0	\$59,876						
56	00/0056	225 - 0150 - 036	\$0	\$27,885						
				\$3,177,711				\$3,177,711		

(a) \$1,708,983.82 + \$177,839.42 = \$1,886,823.24

(b) \$975,758.64 + \$537,657.27 = \$1,513,415.91

(c) This total is the sum of the following 00/0018, 28, 30, 33, 35, 37, 44, 45, 47 and 06/0001, 2, 3, 4, 5, 6

Note: AD credits were originally calculated on the basis of the APNs in existence at the time of formation of AD/88-03. Approximately eight reorganizations have occurred since that time. This table redistributes the credits to the current APNs utilizing the same method used in the reassessment process and therefore directly proportional to those amounts.

EXHIBIT F

PROTEST WAIVER PROVISIONS

SEE ATTACHED

ORDINANCE No. 97-040

JUN 24 1997

Exhibit F

Protest Waiver Provisions Agreed to by LANDOWNER

LANDOWNER understands and agrees that financing of the Infrastructure, public improvements and facilities (including the land covered by the NNLAP) and other programs required under the NNCP will be accomplished through a variety of financing mechanisms, including but not limited to a combination of special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts) and developer fees, all of which mechanisms are designed to spread the cost of those items in accordance with benefit and other methodologies. LANDOWNER further understands and agrees that an important component of this Agreement is LANDOWNER's advance consent to the formation of, or implementation of any such district or imposition of any such fee, and LANDOWNER's agreement not to protest or contest such formation, implementation or fee imposition.

Accordingly, LANDOWNER agrees for itself, its constituents, successors and assigns that it fully, finally and forever waives and relinquishes any right it may have to protest or contest the formation or implementation of any special assessment or tax district or any similar form of financing mechanism, or any combination thereof, together with any rights it may have to contest the imposition of any developer fee established or imposed pursuant to the North Natomas Finance Plan. Nothing in this Agreement, however, shall prevent LANDOWNER from presenting CITY any information or opinions regarding any financing mechanism CITY may from time to time consider establishing or imposing, which information or opinions relate to the dollar amount of any fees, assessments, taxes or other charges imposed by CITY pursuant to the North Natomas Finance Plan, or which information or opinions relate to the question of consistency of the financing mechanism with the North Natomas Finance Plan. If a financing mechanism is proposed for adoption by CITY, which mechanism both: (i) directly and significantly conflicts with the language and the intent of the North Natomas Finance Plan, as amended on _____, 1995; and (ii) directly and significantly conflicts with the North Natomas Nexus Study adopted by the City Council in connection with establishment of development fees for the North Natomas Finance Plan Area, LANDOWNER shall have the right to protest only the actual amount of the directly and significantly conflicting proposed fee, charge, special tax, or assessment proposed to be levied, charged, assessed or taxed against the Property by virtue of the proposed financing mechanism. Provided, however, that LANDOWNER's said right to protest, together with any right to object, shall be waived unless LANDOWNER's protest of objection is made at or before the time of the public hearing wherein the proposed financing mechanism, together with the fee, charge, special tax or assessment is established by the City Council. LANDOWNER's right to judicial challenge of any such mechanism, and the fees, charges, assessments or special taxes imposed or to be imposed in connection therewith, shall be limited to review of the decision of the City Council establishing the said mechanism and the said fees, charges, assessments or special taxes; LANDOWNER shall not have the right, in connection with any land use entitlement proceeding with respect to the Property, to judicially challenge the financing mechanism or the fees, charges, assessments or special taxes as applied to the Property, and waives any statutory or common law right to pay such fees, charges, assessment or special

taxes under protest. For purposes of this Agreement, "fees, charges, assessments or special taxes" shall include any monetary exaction or payment required to be paid by LANDOWNER by virtue of or relating to development of the Property.

Without limiting the generality of the foregoing, LANDOWNER for itself, its constituents, successors and assignees specifically, as to the Property, agrees to the following which are adopted by the City Council pursuant to the North Natomas Finance Plan:

(1) Waives, and hereby grants advance consent to the formation and implementation of any and all special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts), fee districts or other financing mechanisms of a similar nature recommended or established by CITY for the purpose of financing Infrastructure, public improvements and facilities (including land transfers as set forth in the NNLAP).

Without limiting the generality of the foregoing, LANDOWNER specifically waives: (i) the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 of the Streets and Highways Code, beginning at Section 2800), together with associated provisions of the California Constitution; (ii) the provisions of any other statute designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism; and (iii) the provisions of any procedure embodied in the Sacramento City Code designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism.

(2) Waives, and hereby grants advance consent to the formation and implementation of any and all special fees, exactions, development fees, assessments, taxes or other charges established by CITY for the purpose of financing Infrastructure, public improvements and facilities (including land transfers as set forth in the NNLAP). Without limiting the generality of the foregoing, LANDOWNER specifically waives: (i) to the extent applicable, those statutory and constitutional provisions specified in paragraph (1) above; and (ii) the provisions of Government Code Sections 66000, et seq., or any other provision of law providing a procedure for contest or protest of establishment or imposition of special fees, exactions, development fees, assessments, taxes or other charges of a similar nature.

(3) Agrees to: (i) affirmatively petition CITY, where applicable, for the formation of all special districts and other financing mechanisms that have been or will be in the future selected or recommended by CITY in order to implement the North Natomas Finance Plan; (ii) execute an irrevocable proxy or proxies when necessary (such as in the formation of, or imposition of taxes relative to, a Mello-Roos Community Facilities District) authorizing a representative designated by CITY, who will vote in favor of establishing the specific financing mechanism in question; and (iii) execute immediately upon presentation any document which is required or convenient for the formation of the district or facilitation of the particular financing mechanism.

ORDINANCE No. 97-040

JUN 24 1997

LANDOWNER agrees and specifically represents to CITY that it is fully aware of all of its legal rights relative to the waivers, advance consents and other agreements set forth herein, having been fully advised by its own independent attorneys. Having such knowledge and understanding of its rights, LANDOWNER has nevertheless voluntarily entered into the Agreement, of which this Exhibit is a material part. LANDOWNER is aware that CITY is relying on the representations contained in this Exhibit in entering into the Agreement.

ORDINANCE No. 97-040

JUN 24 1997

EXHIBIT G

IRREVOCABLE OFFER OF DEDICATION FORM

SEE ATTACHED

ORDINANCE No. 97-040

JUN 24 1997

RECORDED FOR THE BENEFIT
THE CITY OF SACRAMENTO

WHEN RECORDED RETURN TO:

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
1231 "I" STREET, SUITE 200
SACRAMENTO, CA 95814

ACCEPTANCE OF OFFER OF DEDICATION

IRREVOCABLE OFFER OF DEDICATION OF _____, INTERESTS IN REAL PROPERTY
HAVING BEEN MADE BY _____, TO CITY OF SACRAMENTO
AND RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, STATE OF
CALIFORNIA, IN BOOK _____ OF MAPS, AT PAGE _____ (.....)

THE UNDERSIGNED OFFICER HAVING BEEN AUTHORIZED TO ACCEPT DEDICATION PURSUANT
TO THE AUTHORITY CONFERRED BY RESOLUTION NO. 84-537, ADOPTED ON JUNE 26, 1984
BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO:

NOW, THEREFORE, THE UNDERSIGNED OFFICER HEREBY ACCEPTS SAID OFFER OF DEDICATION
IN FEE TITLE, REFERENCE TO SAID OFFER AND THE RECORD THEREOF BEING MADE FOR A
DESCRIPTION OF THE PROPERTY.

DATED: _____

MICHAEL KASHIWAGI
DIRECTOR OF PUBLIC WORKS,
TECHNICAL SERVICES,
CITY OF SACRAMENTO

STATE OF CALIFORNIA) SS

COUNTY OF _____)

ON THIS _____ DAY OF _____, 19____, BEFORE ME _____
PERSONALLY APPEARED _____ PERSONALLY KNOWN TO ME (OR
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME
THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES),
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: _____

ORDINANCE No. 97-040

JUN 24 1997

EXHIBIT H

LAND AND INFRASTRUCTURE
EXHIBIT

SEE ATTACHED

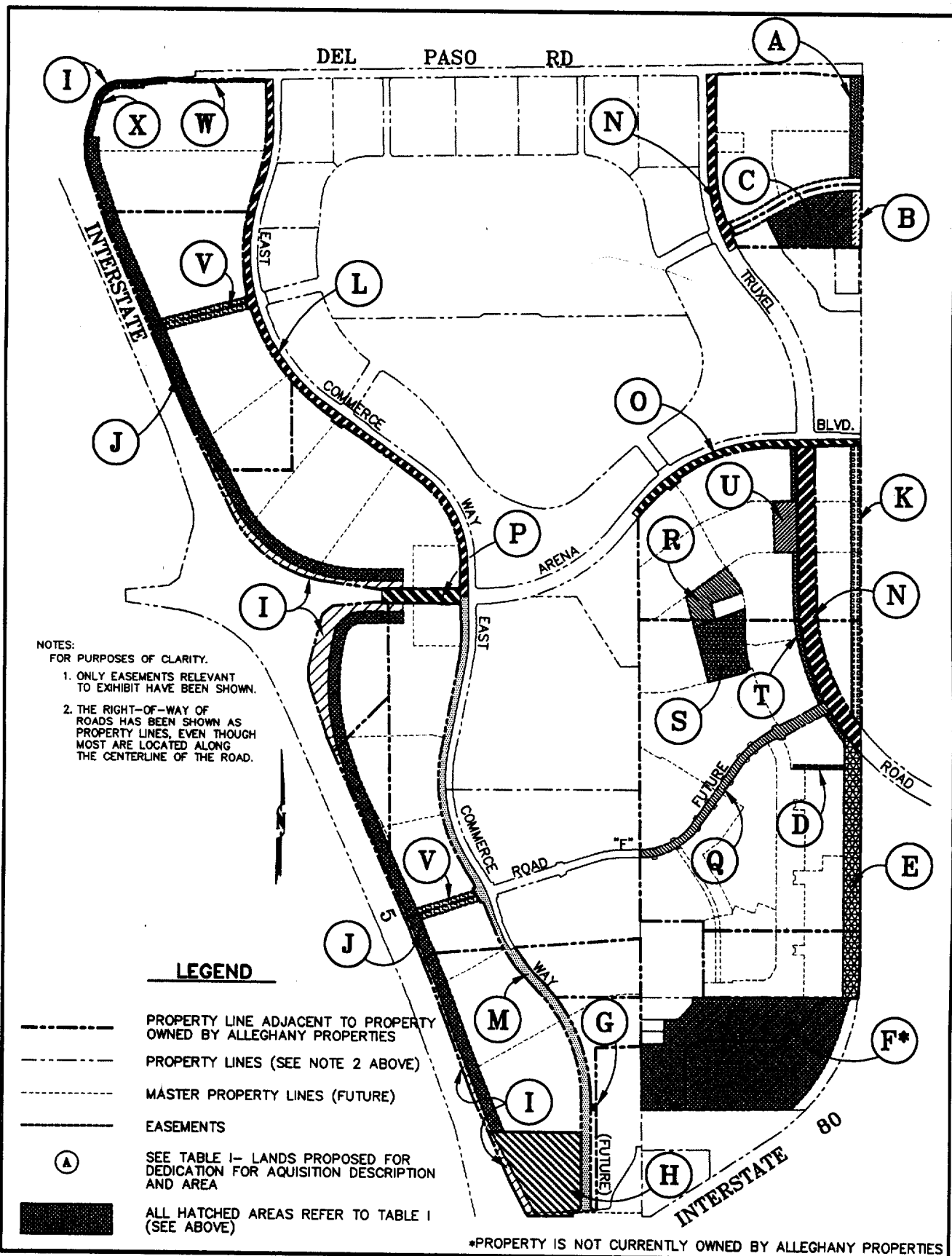
ORDINANCE No. 97-040

JUN 24 1997

ORDINANCE NO.

97-010

JUN 24 1997



SHEET
1
OF
1

VAIL
ENGINEERING
CORPORATION
ENGINEERING PLANNING
PUBLIC FINANCE SURVEYING
2033 HOME AVENUE SUITE 220
SACRAMENTO, CA 95825
(916) 925-3323

EXHIBIT H
LANDS PROPOSED FOR DEDICATION
ALLEGHANY PROPERTIES
CITY OF SACRAMENTO, CALIFORNIA

CAD DWG: E034-HLDWG
DATE: JUNE 1997
SCALE: 1" = 800'
0" 200' 400' 800'
DESIGNED BY: N/A
DRAWN BY: KLM
W.O. NO. 2599.09

KEY
MAP

TABLE I
Lands Proposed for Dedication
ALLEGHANY PROPERTIES**
 (see Exhibit H)

City of Sacramento, California

P96-082, P96-083, P96-084

INDEX No.	NAME OF FACILITY	DESCRIPTIONS & NOTES	TOTAL AREA (Acres)
A	see note	102.5' wide easement for City water transmission line, SMUD power lines, drainage (Del Paso Relief Drain), RD-1000 levee & bike trail.	2.1
B	see note	88' wide easement for City water transmission line, SMUD power lines, RD-1000 levee & bike trail.	1.0
C	Detention Basin 5	Portion of detention basin within Property.	6.8
D	Road "J" Outfall Drain	30' wide easement for drainage pipe & bike access	0.3
E	see note	150' wide easement for City water transmission line, future alignment for Regional San. sewer interceptor, drainage (Deep Channel), RD-1000 levee & bike trail	7.8
*F	see note	Detention basin 6a and possible future park. detention basin to be purchased by Sheds 5 & 6 property owners.	11.4
G	Interconnect Drain from 6b to 6a	Portion of 50' wide easement located for drainage pipe.	0.1
H	Detention Basin 6b	detention basin to be built outside of new R/W	34.9
I	Interstate 5	area of new R/W for Cal Trans. I-5 widening project	13.2
J	Freeway Drain	100' wide easement which will incl. Landscaping for drainage canal & pipe	24.2
K	see note	85.5' wide easement for City water transmission line, future alignment for Regional San. sewer interceptor, RD-1000 levee & bike trail	4.8
L	East Commerce Way***	Area of right-of-way on Property.	8.2
M	East Commerce Way (future)	Future area of right-of-way on Property.	9.8
N	Truxel Road***	Area of right-of-way on Property.	12.5
O	Arena Blvd.***	Area of right-of-way on Property.	3.3
P	Arena Blvd. Ramp	Area of future R/W for Cal Trans. I-5 freeway ramp to Arena Blvd.	2.1
Q	Road "F"	Proposed collector on Property.	4.0
R	Civic/Utility	Public facility	2.8
S	Park	Neighborhood park	5.0
T	Light Rail	New 40' light rail easement located west of PUE.	2.0
U	Light Rail Facility	Proposed light rail station will be incorporated in the Neighborhood Commercial Center.	2.1
V	over-crossings	Road "K" & Road "F" Interstate 5 over-crossings.	3.0
W	Northwest Relief Drain	20' wide easement for drainage pipe	2.1
X	existing canal	40' wide canal easement (relocated).	3.0
TOTAL			166.5

* Property is not currently owned by Alleghany Properties

** Property owned by Alleghany properties is referred to as Property

*** Roads were dedicated to the City through AD 88-03. An overwidth pavement agreement address' these dedications.

97-040

ORDINANCE No. _____

JUN 24 1997

EXHIBIT I

Assessor Parcel Numbers for North Natomas Property owned by Alleghany Properties, Inc.:

225-0140-016	225-0150-049
225-0140-017	225-0150-050
225-0150-031	225-0070-043
225-0150-033	225-0070-049
225-0150-038	225-0070-074
225-0150-043	225-0070-075
225-0150-044	225-0310-013
225-0150-045	225-0310-014
225-0150-046	225-0180-038
225-0150-047	225-0180-039
225-0150-048	

ORDINANCE No. 97-040

JUN 24 1997